

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS,
AND RESERVATION OF EASEMENTS**

FOR

WYNSTEAD

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Kestner

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
AND RESERVATION OF EASEMENTS FOR
WYNSTEAD**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR WYNSTEAD ("Declaration") is made this 14th day of JUNE, 2005 by GRAND COMMUNITIES, LTD., a Kentucky limited partnership (the "Declarant"), under the following circumstances:

A. Declarant is the owner in fee simple of certain real property located in the Village of South Lebanon, Warren County, Ohio, more particularly described in Exhibit A attached hereto (the "Property") and desires to create a residential community consisting of single family detached homes with permanent Common Elements (as hereinafter defined) for the benefit of said community; and

B. Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said Common Elements, including the Recreational Facilities (as hereinafter defined); and to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said Property and the subsequent Owners thereof; and

C. Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an Association to which should be delegated and assigned the powers and duties of maintaining and administering the Common Elements and administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

D. Declarant has formed or will form the Wynstead Homeowners' Association, Inc., as an Ohio not-for-profit corporation (the "Association"), which shall be responsible for the maintenance, management and control of the Common Elements on the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Property described in Exhibit A and such Additional Property as may be subjected to the provisions hereof, shall be held, sold and conveyed, subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, and any subdivision plat which includes the Property, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

SECTION 1 **DEFINITIONS**

The words in this Declaration which begin with capital letters, other than words which would be normally capitalized, unless the context otherwise requires, shall have the meanings set forth in this Section 1.

1.1 Additional Property. "Additional Property" means other real property in the vicinity of the Property which is owned and/or acquired by Declarant, which may be annexed to the Property in accordance with Section 10 below.

1.2 Architectural Guidelines. "Architectural Guidelines" as defined in Section 5.3 of this Declaration.

1.3 Areas of Common Responsibility. "Areas of Common Responsibility" shall mean and refer to the Common Elements, together with those areas, if any, which by the terms of this Declaration or by contract or agreement become the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if located on the Property, or any public rights-of-way within or adjacent to the Property or regional detention basins adjacent to the Property, may be part of the Areas of Common Responsibility.

1.4 Articles and Articles of Incorporation. "Articles" and "Articles of Incorporation" mean those articles, filed with the Secretary of State of Ohio, incorporating Wynstead Homeowners' Association, Inc., as a non-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code, as the same may be amended from time to time.

1.5 Assessments. "Assessments" means Base Assessment, Special Assessment, Individual Assessment and Working Capital Assessment.

1.6 Association. "Association" means Wynstead Homeowners' Association, Inc., an Ohio not-for-profit corporation, which owns, operates and maintains the Common Elements, and any successor organization which owns, operates and maintains the Common Elements.

1.7 Base Assessment. "Base Assessment" means the charge established by Section 4.2 of this Declaration.

1.8 Board of Trustees. "Board of Trustees" means the Board of Trustees of the Association established pursuant to its Articles of Incorporation, Code of Regulations and this Declaration.

1.9 Builder(s). "Builder(s)" means Maple Street Homes, LLC, a Kentucky limited liability company, its successors and assigns, and such other persons and entities as may acquire one or more Lots from Declarant for the purpose of constructing improvements thereon for resale, but only to the extent of such Lots acquired.

1.10 Class A Members or Class A Membership. "Class A Members" or "Class A Membership" means those members of the Association consisting of all Owners except, during the Control Period, Declarant.

1.11 Class B Member or Class B Membership. "Class B Member" or "Class B Membership" means, during the Control Period, Declarant, as a member of the Association.

1.12 Code of Regulations. "Code of Regulations" means the Code of Regulations of the Association, as the same may be amended from time to time, pursuant to Chapter 1702 of the Ohio Revised Code, a copy of which is attached hereto as Exhibit B and made a part hereof.

1.13 Common Elements. "Common Elements" shall mean and refer to all real property, or any interest therein, together with improvements located thereon, owned by, leased to the Association or granted as an easement to the Association, for the benefit, use and enjoyment of its Members.

1.14 Common Expenses. "Common Expenses" shall mean as defined in Section 4.2 of this Declaration.

1.15 Common Private Driveway. "Common Private Driveway" shall mean and refer to any private road or driveway which is built or installed as part of the original construction or improvement of the Property by the Declarant and/or the Builder to serve more than one (1) Lot; and which is situated on a dividing line between Lots or partly on one (1) Lot and partly on another Lot, together with any road or driveway which may be specifically designated by Declarant and/or Builder within a Common Driveway Easement, Private Driveway Easement, or a record plat and/or other recorded instrument.

1.16 Common Private Driveway Easement. "Common Private Driveway Easement" shall mean and refer to all private driveway easement(s) located on the Property as shown on any Record Plat. The areas within the easement(s) are sometimes referred to as the Common Private Driveway(s).

1.17 Community-Wide Standard. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by the Board of Trustees and Declarant.

1.18 Constituent Documents. "Constituent Documents" mean the Declaration, the Record Plat, the Code of Regulations, the Articles of Incorporation, the rules and regulations, if any, the management agreement, if any, entered into between the Association and any professional manager of the Property, and any other basic documents used to create and govern the Property.

1.19 Control Period. "Control Period" means the period commencing on the date on which this Declaration is recorded in the Warren County, Ohio Recorder's Office and terminating on the earlier to occur of (i) within thirty (30) days following the date when seventy-five percent (75%) of the Dwelling Units which may be built on the Property have been deeded

by either Declarant and/or any Builder to a third party purchaser; or (ii) thirty (30) years from the date of recording of the Declaration.

1.20 Declarant. "Declarant" means Grand Communities, Ltd., a Kentucky limited partnership, its successors and assigns.

1.21 Declaration. "Declaration" means this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Wynstead, as the same may from time to time be amended in the manner prescribed herein.

1.22 Default. "Default" means any violation or breach of, or any failure to comply with, the Restrictions, this Declaration or any other Constituent Documents.

1.23 Development Period. "Development Period " means the period commencing on the date on which this Declaration is recorded in the Warren County, Ohio Recorder's Office and terminating on the earlier to occur of (i) within thirty (30) days following the date when one hundred percent (100%) of the Dwelling Units which may be built on the Property have been deeded by either Declarant and/or any Builder to a third party purchaser; or (ii) thirty (30) years from the date of recording of the Declaration.

1.24 Dwelling Unit. "Dwelling Unit" means any building or portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single person, a family or family-sized group of persons.

1.25 Individual Assessment. "Individual Assessment" means the charge established in Section 4.5 of this Declaration.

1.26 Landscape and Signage Easements. "Landscape and Signage Easements" shall mean as defined in Section 8.8 of this Declaration.

1.27 Lot(s). "Lot(s)" means each of the parcels of land shown as such upon the Record Plats of the Property.

1.28 Maintenance Standards. "Maintenance Standards" mean those standards adopted by Declarant and/or the Board pursuant to Section 7 of the Declaration as the same may from time to time be amended.

1.29 Members. "Members" means all Class A Members and the Class B Member.

1.30 Occupant. "Occupant" means any person in possession of a Lot or Dwelling Unit whether or not such possession is lawful and shall include but not be limited to, an Owner's family members, guests, invitees, Tenants and lessees.

1.31 Open Spaces. "Open Spaces" shall mean and refer to all open spaces located on the Property as shown on any Record Plat, which are for the benefit of the Owners in the Subdivision.

1.32 Owner. "Owner" means, with respect to any Lot, the owner of record from time to time, whether one or more persons or entities, of an interest in fee simple, reversion, remainder or leasehold estate of 99 years or more, but shall not include the Association. Such term shall include contract sellers except those having an interest merely as security for the performance of an obligation.

1.33 Private Driveway Easement. "Private Driveway Easement" shall mean and refer to all private driveway easement(s) located on the Property as shown on any Record Plat. The areas within the easement(s) are sometimes referred to as the Common Private Driveway(s).

1.34 Private Storm Sewer Easements. "Private Storm Sewer Easements" shall mean and refer to any easements shown on any Record Plat to provide surface drainage. These areas are for the benefit of all Lot Owners and any agency of the Village of South Lebanon, Warren County, Ohio having jurisdiction over drainage control.

1.35 Property. "Property" means that certain land in Village of South Lebanon, Warren County, Ohio, more particularly described in Exhibit A to this Declaration. When portions of the Additional Property are subjected to this Declaration pursuant to Section 10 herein, those portions shall then be deemed part of the Property.

1.36 Record Plat. "Record Plat" means a plat of Wynstead as recorded in the Warren County, Ohio Recorder's records, including any subsequent plats or replats.

1.37 Recreational Facilities. "Recreational Facilities" shall mean any facilities now or hereafter installed on the Property for the benefit of Owners and Occupants, which may include, but not be limited to, shelter house and playfields and any portions of the Common Elements on which recreation activity is permitted.

1.38 Restrictions. "Restrictions" means all covenants, conditions, restrictions, easements, charges, liens and other obligations provided for in this Declaration, including, without limitation, the Maintenance Standards and all notices, rules and regulations issued in accordance with this Declaration.

1.39 Retention and Detention Areas. "Retention and Detention Areas" shall mean and refer to any area designated on any Record Plat as such, which shall be used or designated to retain or temporarily detain surface drainage which Declarant, its successors and assigns have been required to construct or make use of in connection with surface drainage by any official agency of the Village of South Lebanon, Warren County, Ohio in connection with the development of the Property and the Additional Property.

1.40 Special Assessment. "Special Assessment" means the charge established by Section 4.4 of this Declaration.

1.41 Structure. "Structure" means:

(a) any thing or object (other than trees, shrubbery, landscaping and hedges which are less than two feet high) the placement of which upon any part of the Property may affect the appearance of the Property, including, without limitation, porch, shed, barn, storage facility, covered or uncovered patio, fence, curbing, paving, wall, signboard or any other temporary or permanent improvement; and

(b) any excavation, fill, ditch, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any part of the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any part of the Property.

1.42 Subdivision. "Subdivision" means all phases or sections of the Record Plat for Wynstead, a subdivision in the Village of South Lebanon, Warren County, Ohio, and consisting of all the Property from time to time made subject to the provisions of this Declaration.

1.43 Supplemental Declaration. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration executed by or consented to by Declarant which subjects all or any portion of the Additional Property to this Declaration; imposes, expressly or by reference, additional restrictions and obligations on the land subject to this Declaration.

1.44 Tenant. "Tenant" means any person occupying any Lot pursuant to a written or oral lease agreement with the Owner thereof or with any other person or entity claiming under the Owner.

1.45 Working Capital Assessment. "Working Capital Assessment" as defined in Section 4.6 of this Declaration.

SECTION 2

PROPERTY SUBJECT TO THIS DECLARATION

The Property, each portion thereof, and all Dwelling Units thereon shall be held, transferred, sold, conveyed, leased, mortgaged and occupied subject to the terms, provisions, covenants and conditions of this Declaration.

SECTION 3

ASSOCIATION MEMBERSHIP, MEETINGS AND BOARD

3.1 Formation of the Association. The Declarant has caused or will cause to be chartered in accordance with Chapter 1702 of the Ohio Revised Code, a nonprofit corporation to be known as Wynstead Homeowners' Association, Inc., an Ohio not-for-profit corporation. The purpose of the Association is to provide for the administrative governance, maintenance, management and upkeep of the Property and to promote the general health and welfare of the Owners and Occupants of the Property.

3.2 Board of Trustees. Until the third Annual Meeting, the initial Board shall consist of three (3) persons appointed by the Class B Member who shall serve until their respective

successors are elected and qualified. Trustees appointed by the Declarant need not be Members of the Association. However, a Trustee elected by Class A Members shall be a Lot Owner or a spouse of a Lot Owner, except that if a Lot Owner is a corporation, partnership, joint venturer, or other entity, the Lot Owner may elect as a Trustee an officer, partner, joint venturer, or like individual affiliated with this Lot Owner.

At the third Annual Meeting, the Board of Trustees shall expand from three (3) to five (5) Trustees. At such meeting, the Class B Member shall appoint three (3) Trustees for a three (3) year term. Thereafter, at each tri-annual meeting the Class B Member, until the Control Period Special Meeting (as hereinafter defined), shall appoint three (3) Trustees for a three (3) year term.

At the third Annual Meeting, the Class A Members shall elect two (2) Trustees. One of the Trustees shall be elected for a three (3) year term and one (1) of the Trustees shall be elected for a two (2) year term. At the expiration of the terms of such Trustees, until such time as the Declarant shall transfer control of the Board to the Class A Members, the Class A Members shall, at the respective Annual Meeting, elect successor Trustees for a three (3) year term.

Within ninety (90) days after the expiration of the Control Period, the President of the Association shall call a special membership meeting ("Control Period Special Meeting"). At the Control Period Special Meeting, all Declarant appointed Trustees shall be deemed removed from office, and the Class A Members, including the Declarant if it is then an Owner, shall elect a Trustee to fill each vacancy on the Board. The terms of said elected Trustees shall be from one (1) to three (3) years, as determined by the Board, so that in any one (1) year thereafter, the terms of no more than three (3) nor less than two (2) Trustees shall expire. The three (3) Trustees with the most votes shall be the Trustees who shall serve the three-year term. Additionally, after the Control Period Special Meeting, all Trustees, and their successors, shall be elected by Class A Members and shall be elected for a three (3) year term.

Notwithstanding anything above to the contrary, the Class B Member may, by written notice to the Board, at or before any Annual Meeting, relinquish to the Class A Members, the Class B Member's right to appoint one or more Trustees at such Annual Meeting pursuant to this Section.

3.3 Membership. The membership of the Association shall at all times consist exclusively of Owners. All Owners shall be Members. Membership shall be appurtenant to and may not be separated from such ownership.

3.4 Members Rights and Duties. Each Member shall have the rights, duties and obligations set forth in this Declaration and all amendments duly made hereto in accordance with the terms herein.

3.5 Professional Management Contracts. The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by

either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

SECTION 4 **ASSESSMENTS**

4.1 Creation of Assessments. There are hereby created Assessments for Association expenses as may from time to time specifically be authorized by the Board of Trustees, to be commenced at the time and in the manner set forth in this Section. There shall be four (4) types of Assessments which are as follows: (1) Base Assessment to fund Common Expenses for the benefit of all Members of the Association; (2) Special Assessment as described in Section 4.4 below; (3) Individual Assessment as described in Section 4.5 below; and (4) Working Capital Assessment as described in Section 4.6 below. Each Owner, by acceptance of a deed or recorded contract of sale for any portion of the Property, is deemed to covenant and agree to pay these Assessments.

(a) No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Elements or abandonment of the Dwelling Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Code of Regulations, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

(b) Notwithstanding any provision of this Declaration, the Articles of Incorporation or Code of Regulations to the contrary, Declarant and Builder, until the expiration of the Development Period, shall not be required to pay any Assessments for any recorded, "unoccupied" Lot in which they have the interest otherwise required for Class A Membership.

4.2 Base Assessment. The Base Assessment shall be levied by the Association against the Owner of each Dwelling Unit, as provided in Section 4.3 below, to be used currently, and to provide an adequate reserve fund for future use, for the improvement, expansion and maintenance of the Common Elements, including, but not limited to, the payment of real estate taxes on those portions of the Common Elements to which the Association is the record owner; casualty and liability insurance for the Common Elements to which the Association is the record owner and fidelity bonds; the cost of repairing and maintaining the landscaping in the Common Elements; the cost of supplying water to the Common Elements; the costs of operation, maintenance, improvement, and replacement of the Recreational Facilities, Open Spaces, Retention and Detention Areas; Landscape Easement Areas and Signage Easement Areas; the cost of reasonable reserves for contingencies, replacements and working capital; management fees; organizational costs; legal costs for the enforcement of liens and covenants in this

Declaration and all other costs incurred by Declarant or the Board in the exercise of its powers and duties pursuant to this Declaration (collectively "Common Expenses"). The Base Assessment shall be estimated initially in accordance with Section 4.3 of this Declaration. The obligation to pay the Base Assessment shall not in any manner be dependent on or discharged, or otherwise affected by the use or non-use of the Common Elements or Recreational Facilities, or the actual occupancy of any Lot or Dwelling Unit of the Property.

4.3 Computation of Base Assessment. It shall be the duty of the Board, prior to the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include a capital reserve account for the capital replacement, as needed.

(a) The Base Assessment for all Dwelling Units shall commence on the first day of the month following the conveyance of the first Dwelling Unit in the Subdivision from either Declarant or Builder to an individual Owner of a Dwelling Unit.

(b) The Base Assessment to be levied against each Dwelling Unit for the coming year shall be determined by multiplying the total budgeted Common Expenses, including reserves, by a fraction, the numerator of which is the number "1," and the denominator of which is the total number of Dwelling Units subject to Assessment under Section 4.3(a) above.

(c) Notwithstanding the above, the Board may, in its sole discretion, reduce the Base Assessment determined pursuant to the above formula by taking into account.

(i) other sources of funds available to the Association; and

(ii) Assessments to be levied upon additional Dwelling Units reasonably anticipated to become subject to Assessments during the fiscal year.

(d) So long as Declarant has the right unilaterally to annex Additional Property pursuant to Section 10.1 below, Declarant may elect on an annual basis, but shall not be obligated, to reduce the resulting Base Assessment for any fiscal year by payment of a subsidy; provided, any such subsidy shall be conspicuously disclosed as a line item in the income portion of the Common Expense budget and shall be made known to the membership. The payment of such subsidy in any year shall under no circumstances obligate Declarant to continue payment of such subsidy in future years.

(e) The Board shall cause a copy of the Common Expense budget and notice of the amount of the Base Assessment to be levied against each Dwelling Unit for the following year to be delivered to each Owner at least fifteen (15) days prior to the beginning of the fiscal year. If, in the event the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined by the Board, the budget in effect for the immediately preceding year shall continue.

4.4 Special Assessment. In addition to the other Assessments authorized herein, and to the extent that the reserve fund is insufficient, the Association may levy Special Assessments for the following reasons:

(a) The amount of any operating deficit incurred in any calendar year may be paid by means of a Special Assessment sufficient in an amount so as to allow the Association to satisfy such deficit in part or in whole, provided that any such Special Assessment shall have been approved in accordance with Section 4.4(c) below.

(b) To the extent that the capital budget is insufficient, the Association may levy Special Assessments to construct, structurally alter, or replace capital improvements which are a part of the Common Elements in any fiscal year.

(c) So long as the total amount of Special Assessments allocable to each Lot or Dwelling Unit does not exceed One Hundred Percent (100%) of the Base Assessment for that fiscal year, the Board may impose the Special Assessment. Any Special Assessments which would cause the amount of Special Assessments allocable to any Lot or Dwelling Unit to exceed this limitation shall be effective only if approved by a majority vote of the Members present and voting at a meeting duly called for such purpose. Special Assessments shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessments is imposed.

4.5 Individual Assessment. The Association after approval by a majority of the members of the Board shall have the right to assess an individual Lot or Dwelling Unit for any of the following ("Individual Assessment"):

(a) any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner or Occupant or their family, tenants, guests or invitees, including attorney fees, court costs and other expenses incurred; and/or

(b) any costs associated with the enforcement of this Declaration or the Rules and Regulations, if any, of the Association, including, but not limited to attorneys fees, witness fees and costs, and court costs.

4.6 Working Capital Assessment. At the time of closing on the sale of each Lot from Declarant or Builder to a third party purchaser, the purchaser shall be required to pay Three Hundred and 00/100 Dollars (\$300.00) as such purchaser's initial capital contribution to the working capital of the Association ("Working Capital Assessment"). This Working Capital Assessment shall be used by the Association for its operating expenses. Such Working Capital Assessment is not an advance payment of the Base Assessment or any other Assessment established herein, and it will not be held in any sort of trust or reserve account. Declarant and Builder shall not be required to pay any Working Capital Assessment as described in this paragraph.

4.7 Common Surplus. If the Base Assessment collected in any given year is in excess of the actual Common Expenses for that year, the Board may, at its sole discretion (a) return each Owner's share of the Common Surplus; (b) credit each Owner's share of the Common Surplus to each Owner's payment as for the Base Assessment for the following year; (c) apply the Common Surplus to the reserve; or (d) repay any loan obtained by the Board, on behalf of the Association, used to fund any prior years operating deficit as provided for in Section 4.9 below.

4.8 Payment. Unless otherwise established by the Board, the Base Assessment shall be paid in advance in semi-annual installments not more than ten (10) days after the due dates established by the Board. The Board shall have the power at any time to adopt such billing, collection and payment procedures and payment time schedules as it shall deem appropriate. Additionally, any Special Assessment or Individual Assessment imposed by the Board shall become due upon the date designated in the notice, but not less than thirty (30) days after the mailing of the notice to the Owner by United States mail. **At the time of closing on a Dwelling Unit from either Declarant or Builder to a third party purchaser, each third party purchaser of a Lot shall be required to pay the Working Capital Assessment as provided in Section 4.6 above and a prorata share of the Base Assessment for the balance of the semi-annual period in which the closing takes place.**

4.9 Operating Deficit. If during the Development Period the Association incurs an operating deficit, Declarant, Builder or any other affiliated entity of Declarant ("Affiliated Entity"), may, at its option, loan funds to the Association to fund the deficit. In the event that Declarant, Builder and/or Affiliated Entity elects to fund the deficit, the Association shall execute a loan agreement and promissory note for the benefit of Declarant, Builder and/or Affiliated Entity, as the case may be, the form of which shall comply with the terms and conditions set forth in Exhibit C attached hereto and made a part hereof. The Association shall be obligated to repay to the Declarant, Builder and/or Affiliated Entity, as the case may be, any and all monies lent by such entity to the Association in accordance with this Section in order to fund any deficit. Such repayment of monies shall be in accordance with the terms and conditions of said loan agreement and promissory note.

4.10 Books and Records of the Association. The Association shall keep full and correct books of account. The Association shall make available to all Lot Owners and the holders of all first mortgages on Lots, current copies of the books, records and financial statements of the Association upon reasonable request during normal business hours. All funds collected by the Association shall be held and expended solely for the purposes designated by this Declaration and shall be deemed to be held for the use, benefit and account of the Association and all of the Lot Owners.

4.11 Penalty for Late Payment. For each Lot as to which any installment of any Assessments are not paid within a period of ten (10) days from its due date, unless otherwise modified by the Board, there shall be added to the installment a penalty of ten percent (10%) thereof, and interest at the rate of twelve percent (12%) per annum, or such other amount established by the Board (or, if less, the maximum rate allowable by law) from the due date on the amount of such installment plus penalty until paid.

4.12 Creation of Lien and Personal Obligation of Assessment. All Assessments shall be a charge and lien on each Lot to the extent and for the period provided in Section 4.13 below, and shall also be the personal obligation of the Owner of each Lot against which they are made.

4.13 Liens. If any Assessment on a Lot is not paid within the period established by the Board pursuant to Section 4.8 herein, the amount thereof together with any interest, costs, penalties and reasonable attorneys' fees thereon shall constitute a lien on such Lot in favor of the Association prior to all other liens and encumbrances whatsoever, excepting real estate taxes and assessments and liens of record in favor of the United States of America, the State of Ohio, and all other political subdivisions or governmental instrumentalities of the State of Ohio to the extent made superior by applicable law, and all bona fide recorded first mortgages and the rights of any first mortgagee who comes into possession of a Lot pursuant to mortgage foreclosure or by deed in lieu thereof. Assessments shall become a lien on a Lot on the date the Board mails written notice of any such Assessment to the Owners of any Lot subject thereto. The Association may perfect the lien by recording a notice of lien with the Warren County, Ohio Recorder's Office, in any legally recordable form. Nonpayment of any Assessment on a Lot shall be deemed and is hereby declared to be the happening of a condition or event that creates an interest in real estate.

4.14 Evidence of Payment. Upon the request of the Owner or any mortgagee or Tenant of any Lot or any prospective purchaser, mortgagee, or Tenant thereof, the Board or its designated representative shall furnish written evidence of the amount of the Assessments with respect to such Lot for the current year and the amount of any unpaid Assessments, penalty and interest, if any. Such evidence may be conclusively relied upon by any such party and by anyone furnishing any title evidence or opinion with respect to such Lot. The Board may impose a reasonable charge for furnishing such written evidence.

4.15 Enforcement of Lien. Any lien established under this Declaration may be enforced by the Association in the same manner and to the same extent (including appointment of a receiver, foreclosure sale and deficiency judgment) and subject to the same procedures as in the case of foreclosure of a real property mortgage under the laws of the State of Ohio. In any such enforcement proceeding, the amount which may be recovered by the Association shall include all costs of such proceeding, including reasonable attorneys' fees. In any such foreclosure sale, the Association may become the purchaser.

4.16 Subordination of Lien to First Mortgage. The mortgagee of a first mortgage of record on a Lot shall have no obligation hereunder to collect any Assessments chargeable to such Lot. Failure of a Lot Owner to pay any Assessments imposed in this Declaration shall not automatically be deemed a default under the first mortgage of record on that respective Lot. In addition, when the mortgagee of a first mortgage of record, or other purchaser of a Lot as a result of judicial execution, acquires title to the Lot as a result of foreclosure of the first mortgage or by deed in lieu of foreclosure, such acquirer of title, his, her or its heirs, successors and assigns, shall not be solely liable for the share of the Assessments chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Any lien against such Lot shall be canceled and voided, and shall become unenforceable. Such unpaid share of Assessments

shall be deemed to be Common Expenses collectible from all of the Lots, including that of such acquirer, his, her or its heirs, successors or assigns.

SECTION 5 ARCHITECTURAL REVIEW

5.1 Alteration of Dwelling Unit and Structures. Except for initial construction of Dwelling Units, accessory Structures and Common Elements by either Declarant and/or Builder, no building, fence, wall, deck or other Structure shall be commenced, constructed, erected, placed, moved onto or permitted to remain on any Lot, nor shall any Dwelling Unit and/or Structure on any Lot be remodeled, painted or altered or expanded in any way which changes the exterior appearance thereof, unless detailed plans and specifications therefor shall have been submitted to and approved in writing by the Board. Such plans and specifications shall be in such form and shall contain such information as the Board may reasonably require, including but not limited to any or all of the following: a site plan; patio and walkway locations; description of materials; location of lighting; architectural plans including cross-sections, floor plans and elevations; and evidence of conformity with building codes. The Board shall either approve the plans and specifications, disapprove them, or approve them with conditions or qualifications.

5.2 Approval of Plans and Specifications. The Board shall approve plans and specifications submitted to it with respect to any Lot (or subdivision of Lots) if it finds that they comply with the requirements of Section 5.1 above, will further the purposes outlined in this Declaration and meets Architectural Guidelines adopted by the Board. Upon final approval thereof, a certified copy of the detailed plans and specifications shall be deposited for permanent record with the Board and a copy bearing the written approval of the Board shall be returned to the applicant. Approval by the Board of plans and specifications with respect to any Lot shall not impair the Board's right subsequently to approve a requested amendment of such plans and specifications relating to such Lot (subject to the requirements of this Section). The Board's approval of any plans and specifications shall not constitute a representation or warranty as to the quality of the plans and specifications or their compliance with applicable laws and codes.

5.3 Architectural Guidelines. The Board may adopt reasonable architectural guidelines and rules relating to the construction, erection and placement of buildings, fences, walls and structures in order to fulfill its obligations under Section 5. Such guidelines and specifications may include but not be limited to building materials, minimum or maximum sizes, dimensions or heights, color schemes, material finishes, locations, setbacks or other reasonable requirements.

5.4 Disapproval of Plans and Specifications. If plans and specifications (whether schematic, preliminary or detailed) submitted to the Board with respect to any Lot do not comply with the Architectural Guidelines, if any, and the requirements of Section 5.1 as to the information required to be included in the plans and specifications, the Board shall either disapprove such plans and specifications or approve them subject to such conditions and qualifications as the Board may deem necessary to achieve compliance.

5.5 Failure of the Board to Act. If the Board shall fail to act upon any plans and specifications submitted to it within ninety (90) days after submission thereof, such plans and specifications shall be deemed to have been approved as submitted, and no further action by the Board shall be required. If construction of a Structure is not commenced on a Lot on or before six (6) months from the date of submission of plans and specifications, then such "deemed approval" shall be automatically canceled and a new submission shall be required.

5.6 Violations. If any Dwelling Unit and/or Structure situated upon any Lot shall have been constructed, erected, placed, remodeled or altered other than in accordance with the approved plans and specifications, the Board shall give notice of a Default to the Owner of the Lot involved, provided, however, that the Board may, upon such conditions as it may determine, waive any such Default if it finds that such Default does not substantially conflict with the policies of the Board.

5.7 Enforcement. In the event of a violation of the provisions of this Section 5, the Association shall have the right to enforce this Section by any proceedings authorized in this Declaration, Code of Regulations or rules and regulations, if any, as well as any other relief available at law or in equity.

5.8 Right of Entry. The Board through its authorized officers, employees, and agents, shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling, or alteration of any Dwelling Unit and/or Structure thereon is in compliance with the provisions of this Section, without the Board or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

5.9 Fees. The Board may charge reasonable fees for the processing of plans and specifications. Such fees may cover the cost of such processing, including inspection costs. Such fees shall be payable at the time of submission of the respective item for approval and shall be paid to the Association.

5.10 Approval of Plans by Declarant. Notwithstanding anything to the contrary in this Section 5, during the Development Period, the plans and specifications for the initial construction of a Dwelling Unit shall be subject only to Declarant's approval and do not need to be approved by the Board.

SECTION 6 COVENANTS AND RESTRICTIONS OF USE AND OCCUPANCY

6.1 Purposes. In order to promote the health, safety and welfare of all Owners, Members and Occupants, and to preserve, beautify and maintain the Property and all Structures thereon as a subdivision of high quality and to preserve and promote a good environmental quality, the following covenants, restrictions and limitations as to use and occupancy are hereby adopted, declared and established. These covenants and restrictions shall hereinafter burden and benefit all Lots on the Property, shall run with the land, be binding on current and successor Lot Owners, for the benefit of all Lot Owners and all Lots on the Property.

6.2 Covenants and Restrictions. The following are the covenants and restrictions and limitations as to use and occupancy to which the Property is hereby subjected:

(a) Land Use. Except as otherwise provided in this Declaration, no part of the Property other than Common Elements shall be used for other than residential housing and any Dwelling Unit constructed on a Lot shall be used only as a residence for a single family. To the extent permitted by law, an Owner of a Lot may use a portion of a Dwelling Unit located thereon for his office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Owner or Occupant; and provided further that such activities do not increase the normal flow of traffic or individuals in and out of the Property or in and out of said Owner's Lot. The foregoing notwithstanding, Declarant, its successors, assigns and affiliates, and any Builder may use Lots and Dwelling Units for construction offices, sales purposes (i.e. model homes), and as offices to meet with prospective purchasers of Dwelling Units.

(b) Other Structures. No structures of a temporary character, trailer, shack, garage, barn or other temporary outbuilding shall be used or erected on any Lot after the permanent residence on each Lot has been completed, provided, however, that one (1) outdoor storage structure not exceeding 8' by 8' and 8' in height may be erected on each Lot. The construction, specifications, colors and placement of such Structures shall be in accordance with Architectural Guidelines adopted by the Board. Notwithstanding the foregoing to the contrary, Structures may be placed on any Lot without the Board's prior written approval, as provided in Section 5 above.

(c) Parking. No parking spaces, streets or driveways nor any other part of the Common Elements nor any Lot upon which a Dwelling Unit is constructed shall be used for parking of any trailer, truck, boat, or anything other than operative automobiles, motorcycles or scooters, except while loading, unloading or cleaning which shall not exceed twenty four (24) hours. Any of such vehicles may, however, be stored or parked in an enclosed garage provided such garage door is completely closed at all times when such a vehicle is parked therein. The word "trailer" shall include trailer coach, RV, recreational vehicle, house trailer, mobile home, automobile trailer, boat trailer, campcar, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit the use and occupancy thereof for human habitation, for storage, or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" shall include and mean every type of motor vehicle other than passenger cars and other than any non-commercial pick-up truck (no ladder racks, advertising, etc.), sports utility vehicle or van which is used as a principal vehicle by an Owner of a Dwelling Unit or his/her family. Notwithstanding the restrictions in this Section, vehicles being used for the purpose of construction, delivery or repair work to or upon any Lot or Dwelling Unit may be permitted to be parked on any Lot and street in the Subdivision.

(d) Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or

nuisance to the neighborhood. No Lot Owner shall permit anything to be done or kept in a Dwelling Unit or other approved Structure on any Lot that would be in violation of any law. No waste shall be committed in or to any of the Common Elements.

(e) Oil and Mining Operations. No oil drilling, quarrying, or mining operations shall be permitted on any Lot.

(f) Garbage and Refuse Disposal. All trash, garbage or other rubbish shall be kept at all times in each Owner's garage, except on the days which the trash, garbage or other rubbish is collected by the local waste removal authorities or as otherwise directed and instructed by the Association. Any trash containers placed outside by the Dwelling Unit Owners to be collected by the local waste removal authorities shall only remain outside for a period not to exceed twenty-four (24) hours and may not be placed at the curb any earlier than 6:00 p.m. the day before the trash is scheduled to be removed. Yard waste may be composted in approved containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste.

(g) Antennas. No apparatus, free standing antennas or satellite dishes shall be constructed or used on any Lot; provided, however, that a satellite dish not exceeding eighteen inches (18") in diameter may be placed on a roof top of a Dwelling Unit if not visible from the street in front of the Dwelling Unit. All television and radio antennae, including CB radio antennae, must be enclosed within the Dwelling Unit located on the Lot. All telephone, electric and other wires of all kinds must be underground.

(h) Signs. No permanent sign shall be placed, permitted or maintained by any Owner on any lot, building, common area or right of way within the subdivision. An Owner of a dwelling unit is permitted to place and maintain one (1) standard "For Sale" or "For Rent" sign on his lot; provided, however, it is of a typical size within the industry. This sign restriction shall not apply to signs used by Declarant and/or Builder or their assigns, while Declarant and/or Builder are selling Dwelling Units in the Subdivision, or to traffic, street names, Common Elements or subdivision identification signs.

(i) Animals. No animals of any kind shall be raised, bred, or kept on any Lot including the Common Elements, except that dogs or other household pets not totaling more than three (3) in number, may be kept on a Lot, subject to the Restrictions, provided that it is not kept, bred or maintained for any commercial purpose, and provided that it is kept subject to the rules and regulations, if any, of the Association, including, but not limited to, rules regarding weight limitations for certain types of pets. Any such pet or pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon seven (7) days written notice from the Board. No such pets may be allowed to run unattended. Dogs, cats, or other household pets must be kept within the confines of the Owner's Lot except when being held on hand leash by the person attending the animal. A Lot Owner shall be responsible for cleaning up after his/her household pet. Notwithstanding the foregoing, the Association shall have the right to promulgate rules and regulations pertaining to size, number and type of such

household pets and the right to levy fines and enforcement charges against persons who do not clean up after their pet.

(j) Laundry or Rubbish. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Property. No clotheslines shall be located on any Lot. The Property shall be kept free and clear of rubbish, debris and other unsightly materials.

(k) Rental of Dwelling Units. The Owners of the respective Dwelling Units or any first mortgagees in possession thereof shall have the right to lease the same subject to the covenants and restrictions in the Declaration and the Code of Regulations and rules and regulations, if any. However, neither a Unit Owner nor any first mortgagee in possession shall lease less than an entire Dwelling Unit nor shall any Dwelling Unit be leased for a term of less than six (6) months. The respective Dwelling Unit shall not be rented for transient or hotel purposes, which shall be defined as (i) rental for any period less than ninety (90), or (ii) any rental if the occupants of the Dwelling Units are provided customary hotel service such as room service or food and beverage, maid service and furnishing of laundry and linen. All leases of any Dwelling Unit shall be in writing. All such leases shall provide that they are subject to all the provisions of the Declaration, the Code of Regulations and the rules and regulations, if any, and that any failure of the lessee to comply with any such provision shall constitute a default under the lease. A copy of each such lease shall be given to the Association immediately after it is executed.

(l) Swimming Pools, Hot Tubs and Spas. No above-ground swimming pools shall be constructed, erected, placed or permitted to remain upon any Lot. The definition of "above-ground swimming pools" shall not include portable wading pools used by small children not more than one foot six inches (1'6") in height. Wading pools are to be placed in the rear yard of the Dwelling Unit. In-ground swimming pools, hot tubs and spas are permitted provided it is approved by the Board in accordance with Section 5 above. Hot tubs and spas shall be permitted on any Lot but must be in-ground or if above ground be incorporated into a deck and shall not be visible from the street or any neighboring Lot. This Section shall not prohibit the construction, erection or placement of a diving board, slide or other equipment appurtenant to an otherwise conforming swimming pool.

(m) Fencing. No fences shall be erected or built on any part of any Lot between the rear of the building constructed thereon and the street in front of the building. Fences erected on said Lot from the rear of the building and the back property line shall not be in excess of four (4) feet in height and shall be rustic rail, split rail, decorative PVC, ornamental iron, decorative wood, decorative metal or hedge, provided however, that all fences constructed of the aforesaid materials shall be at least fifty percent (50%) open. Non-reflective metal fence may be installed as an integral part of a fence constructed of the aforesaid materials in order to provide a secure enclosure. Barbed wire, chain link or similar fences shall be prohibited. On a corner Lot, the section or sections of fence running with the side street shall not extend closer to said side street

at any point than the residence on said Lot. Entrance designations, Recreational Facilities, fences and any other Structure erected by Declarant, Builder and/or the Association are exempt from this Restriction.

(n) Swing Sets, Trampolines and Play Areas. Swing sets, trampolines and other play areas may be erected directly behind the rear of the Dwelling Unit, provided that they do not extend past the side edges of the Dwelling Unit in a manner and fashion such that they are visible from the street in front of the Dwelling Unit.

(o) Building Setbacks. No building shall be located nearer to any street than the building setback line shown in the Record Plat of the Subdivision, except as constructed by Declarant or Builder.

(p) Lawns. No excessive weeds, underbrush or unsightly growths or objects of any kind shall be permitted to remain on any Lot within the Subdivision. All mulched landscaped areas shall remain mulched and remain free of weeds and dead plants. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed on a regular basis. Lot areas left in a naturalized state by the Builder may be left in such naturalized state by the Lot Owner.

(q) Obligation to Keep Dwelling Unit in Good Condition. Each Lot Owner or Occupant shall keep each his/her Dwelling Unit and all Structures located on his/her Lot in good order, condition and repair and such maintenance, repair, appearance and condition shall comply with the provisions of this Declaration and applicable laws and ordinances.

(r) Mailboxes. Declarant or Builder reserves the right to establish a standard design for mailboxes for use by all Lot Owners. The decision of the type of material to be used by each Owner shall be at sole discretion of Declarant and/or Builder. Lot Owners shall be responsible for maintenance of their individual mailboxes. Declarant and/or Builder may however, waive this right or establish the use of cluster mailboxes.

(s) Additional Restrictions. As the Additional Property is annexed to the Property by means of a Supplemental Declaration, Dwelling Units or Lots within specific phases may be subject to additional covenants, rules and regulations established by Declarant at such time as such Dwelling Units or Lots are annexed to the Property.

(t) Lot Grading. Neither the Owner nor anyone claiming under the Owner shall alter elevations and grades established by Declarant for any building Lot without the prior written approval of Declarant and/or Declarant's designee during the Development Period; and, the prior written approval of the Board after the Development Period in accordance with Section 5 above. The purpose of this Restriction is to insure that the surface drainage plan originally established by Declarant for sheet surface drainage and drainage swales over the yard areas of building Lots is not altered or impeded. Landscaping or plantings shall not be installed or maintained in such a manner as to impede sheet surface drainage or swale drainage.

SECTION 7
MAINTENANCE STANDARDS

7.1 Adoption and Amendment. Declarant during the Development Period, and after the Development Period, the Board shall have the right to adopt, and may from time to time amend, Maintenance Standards pertaining to the maintenance, repair and appearance of all Lots, and the exterior of all Dwelling Units and Structures thereon. If any provision of any applicable building inspection, or similar maintenance statute, ordinance, resolution, regulation or order of the State of Ohio, any other political subdivision or governmental instrumentality of the State of Ohio, or the Board, is more stringent with regard to a Lot than a comparable provision of the Maintenance Standards, such more stringent provision shall be deemed incorporated in the Maintenance Standards. The Maintenance Standards shall provide, among other things, that:

(a) except as otherwise hereinafter provided, the Association shall be responsible for maintenance, repair and replacement of the Common Elements and all Structures thereon;

(b) except as otherwise hereinafter provided or those area classified by the Association as "No Maintenance Zones", thereby leaving the area(s) in its/their natural state to grow wild, the Association shall be responsible for the maintenance and general upkeep of all lawns and landscaping in the Common Elements owned in fee simple by the Association, which shall include, but not limited to, mulching the landscaping beds, cutting the grass and keeping all lawns and landscaping beds in a neat and orderly manner, the cost of which shall be a Common Expense of the Association;

(c) each Owner shall maintain, repair and replace at his expense all portions of the Common Elements which may be damaged or destroyed by reason of his/her own intentional or negligent act or omission or by the intentional or negligent act or omission of any invitee, lessee, licensee, employee, agent, family member, guest, and/or pet(s) of such Owner;

(d) the obligation of the Association and of the Owners to repair, maintain and replace the portions of the Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Property;

(e) notwithstanding the fact that the Association and/or any Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of any construction guarantee or insurance coverage shall not excuse any delay by the Association or by any Owner in performing its or his obligation hereunder; and

(f) except as otherwise provided above in this Section 7.1, each Owner shall maintain, repair and replace at his/her expense all portions of each Dwelling Unit and Structure located on each Lot owned by him/her and all internal and external installations of such Lot such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the boundaries of or serving the Lot.

Notwithstanding the foregoing to the contrary, the Association shall have the right to classify Common Elements as "No Maintenance Zones", thereby leaving the area(s) in its/their natural state to grow wild.

7.2 Obligation to Keep Premises in Good Repair. Each Owner during his/her period of ownership and, during his/her tenancy, each Tenant leasing a Lot, shall keep each Lot, Dwelling Unit and all Structures thereon owned or leased by him/her in such maintenance, repair and appearance as shall comply with the Maintenance Standards.

7.3 Periodic Inspection. Periodically as needed, the Association may inspect each Lot and the exterior of the Dwelling Unit and all Structures thereon to determine whether each complies with the Maintenance Standards. After each such inspection, the Association shall, if any defects are found, issue an inspection report to the Owner with a copy to the Tenant, if applicable, listing such defects, if any, and the reasonable time within which they may be corrected. Such Owner shall correct such defects or cause them to be corrected within such reasonable period as is stated in the inspection report.

7.4 Drainage Swales. Neither the Owner nor anyone claiming under the Owner shall, except in an emergency, alter the location or grade of any open storm water drainage way on any Lot without the prior written consent of the Association.

7.5 Right of Entry. Declarant and the Association, through its authorized officers, employees, and agents, shall have the right to enter upon any Lot and/or Structure at all reasonable times and upon reasonable advance notice for the purpose of making inspections required by this Section without Declarant or the Association or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such entry or such action or actions. Any bona fide utility company, through its authorized officers, employees, and agents, shall have the right to enter upon the Common Elements or upon any utility easements located on any Lots, for the purpose of installing, repairing or servicing any of its equipment, or for reading meters, without Board approval; provided, however, that if any such activities by the utility require alteration to or displacement of any waterscaping, landscaping, grass, sidewalks, fences, garages, or other Structures, then the prior approval of the Board shall be required.

7.6 Failure to Comply. Failure to comply with the Maintenance Standards or to correct the defects listed in any inspection report issued by the Association or to pay any fee hereunder shall constitute a Default, in which event Declarant or the Board shall have the right to enforce this Section by any proceedings authorized in this Declaration, Code of Regulations or rules and regulations, if any.

SECTION 8

COMMON ELEMENTS AND EASEMENTS

8.1 Description of Common Elements. The Common Elements in the Subdivision shall include, but not be limited to: the Recreational Facilities; Open Spaces; Landscape and Signage Easements; Private Storm Sewer Easements; Retention and Detention Areas and any other easements for open space, landscaping areas and mounding, water retention/detention basins, common area utility easements, storm sewer and surface water drainage easements, water main easements, sanitary sewer easements, preservation areas, and private drainage easements; all as are or may be located, described and shown on the Record Plats (collectively, the "Common Elements"). Declarant and/or Builder may also create other Common Elements not now in existence but that might in the future be added, located and shown on any subsequent Record Plat to be recorded and creating additional Lots to be subjected to this Declaration.

8.2 Rights of Enjoyment in Common Elements. Except as herein otherwise provided, each Owner shall have a right and nonexclusive easement for use and enjoyment of the Common Elements, and such right and easement shall be appurtenant to, and shall pass with the title to his/her Lot. Each Tenant shall have a nontransferable right to use and enjoy the Common Elements, if any, which right shall terminate when such person ceases to have the status of a Tenant. Such rights and privileges shall be subject, however, to the following:

(a) Except for the Promissory Note of Declarant as provided in Section 4.9 above, the right of the Board, with the approval of sixty-seven percent (67%) of the Class A Members, and the Class B Member, to borrow money for the purpose of constructing, equipping, improving and maintaining the Common Elements and in aid thereof to mortgage the Common Elements.

(b) The right of the Board to adopt and enforce and from time to time amend reasonable limitations upon use and Rules and Regulations pertaining to the use of the Common Elements, including regulations limiting guests of Owners and Tenants who may use the Common Elements at any one time.

(c) The right of the Board to suspend the right of any Owner or the privilege of any Occupant to use such of the Common Elements that are recreational in nature as determined by the Board for any infraction of the Rules and Regulations relating to the Common Elements for a period not to exceed sixty (60) days for each such infraction, or for nonpayment or delinquency of the Assessments against such Owner's Lot for a period not to exceed the period of such nonpayment or delinquency.

(d) Such rights as the Board may have to grant easements or rights of way to any public utility corporation or public agency.

(e) All applicable provisions of valid agreements of the Association relating to the Common Elements.

(f) Such rights as the Board may have under the Declaration to convey or lease all or any part of the Common Elements.

(g) All other easements, restrictions and rights to which the Property is subject.

(h) The right of the Association to grant permits, licenses, and easements over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property.

8.3 Subordination to Mortgage or Other Lien. The rights and privileges provided in this Section shall be subordinate to any mortgage or other lien given by the Association for the purposes of acquiring, improving or maintaining the Common Elements.

8.4 Additional Common Elements. Declarant may from time to time, during the Development Period, convey to the Association for nominal or other appropriate consideration and the Association may accept conveyance of any land owned by Declarant along with any Structure, improvement or other facility including related fixtures, equipment and furnishings located thereon.

8.5 Conveyance or Lease of Common Elements. Upon authorization by the Board and upon the approval of sixty-seven percent (67%) of Class A Members and the Class B Member, the Association may at any time convey or lease all or a part of the Common Elements to any public agency, authority, or utility or to any private entity, upon such terms and conditions as shall be agreed upon by the other party and Board, including, without limitation, terms and conditions providing for the use of such Common Elements by the public in general and terms and conditions pertaining to the maintenance and repair of such Common Elements and the assessments of Owners and/or Tenants for the costs of such maintenance and repair.

8.6 Use of Common Elements by Declarant and Builder. Declarant and Builder and its affiliates and associates shall have the same rights of use and enjoyment of the Common Elements as the Class A Members during the Development Period, and shall have the right to use the Common Elements for promotional, sales and similar purposes until all of the Dwelling Units have been sold.

8.7 Easements.

(a) The Association may hereafter grant easements for utility purposes for the benefit of the Property, including the right to install, lay, use, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the Common Elements, and each Owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge, deliver and record, for and in the name of such Owner, such instruments as may be necessary to effectuate the foregoing.

(b) Declarant hereby reserves easements and the right to grant easements on, over and across certain Lots for open space, landscaping mounding and monument areas and for the installation, maintenance, use, repair and replacement of underground utilities, public utilities, water detention basins, storm sewer, sanitary sewer and surface water drainage easements, water mains, preservation areas and private drainage easements, and building setbacks, specifically as shown on the Record Plats now or hereinafter recorded for the Subdivision, and to cut and grade slopes in and along Lot boundaries at streets and drives built within the Property. The foregoing easements shall not be used for recreational purposes but are reserved for such aesthetic or utility purposes as indicated by the nature of the easement.

(c) 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 the benefit of and be binding on Builder, its successors and assigns, and any Owner, purchaser, mortgagee and other party now or hereafter having an interest in the Property, or any part or portion thereof. After the Development Period, the Association shall be deemed to be the successor of Declarant and, as such, shall be deemed to be the grantee of said easements provided in this Section, and shall hold such easements for the use, benefit and enjoyment of all Lot Owners in the Subdivision. All notes on the Record Plat that are pertinent to the specific easements set forth herein are incorporated herein by reference.

8.8 Landscape and Signage Easement. A non-exclusive and irrevocable easement is hereby created, for the benefit of the Association or its designees, on, over and across those Lots identified on any Record Plat as "Landscape and Signage Easement", for the sole purpose of installing, maintaining and replacing any and all landscaping, monuments, and signage located on the Landscape Easement Areas and Signage Easement Areas.

8.9 Common Private Driveway Easements. The Lots sharing a Common Private Driveway Easement shall be subject to and benefited by a perpetual non-exclusive easement for ingress and egress over the Common Private Driveway. The Owners of such Lots shall use the Common Private Driveway situated on the easements with due regard for the rights of any other Owner and its use of such driveway. No Owner shall use or permit the use of the driveway in a manner which impairs the right of way of any other Owner to its use, nor shall any Owner park or store vehicles or personal property on, or obstruct or encroach upon, or permit the use of, or permit the obstruction of or encroachment upon, the Common Private Driveway in any manner whatsoever without the concurrence of all Owners entitled to use the Common Private Driveway.

The Owners using the Common Private Driveway shall share equally in the expense and costs of maintaining, improving and repairing the Common Private Driveway, except that any damage other than ordinary wear and tear caused by any Owner, or any party claiming through such Owner, whether by negligence or willful misconduct, shall be repaired at the expense of such Owner. The driveway shall be maintained in good order and repair and in a condition subsequently similar to that of its original construction. Upon conveyance of a Lot, the grantor of such Lot shall be, as of the closing date for such conveyance, relieved of the obligation to

share in the expense and cost of future maintenance and repair imposed hereby, and those obligations shall bind thereafter the grantee of said conveyance. The grantor shall, however, be obligated personally during and after his/her period of ownership for expense and costs incurred for maintenance and repair during his/her period of ownership of the Lot. Maintenance expense of the Common Private Driveway shall also include snow plowing if a majority of Lot Owners served by a Common Private Driveway agree to incur expenses for snow plowing services. The obligations and responsibilities for the enforcement of the provisions contained within this Section 8.9 shall fall upon the Lot Owners served and benefited by the Common Private Driveway and shall not be an obligation or responsibility of the Association. The obligation of an Owner of a Common Private Driveway to share in the cost and expense of maintaining a Common Private Driveway, is separate and distinct from the obligation of such Owner to pay the Assessments levied pursuant to Section 4 above.

8.10 Easements to Other Residents. Declarant may designate that certain owners of real property outside of the Property and such other persons as Declarant may designate, shall have an easement of enjoyment in and over the Common Elements or specific Common Elements, and the facilities located thereon, to the same extent as any Owner, subject to the provisions of Section 8.2. Such individuals shall be subject to the Rules and Regulations of the Association concerning the use of said Common Elements, but shall not be subject to Assessments by the Association. The Association may, if appropriate, and at the sole discretion of the Board of Trustees, charge a fee to such individuals for the use of such Common Elements, including the Recreational Facilities.

SECTION 9 **MAINTENANCE**

9.1 Association's Responsibility. The Association shall maintain and keep in good repair the Areas of Common Responsibility, such maintenance to be funded as hereinafter provided. The Areas of Common Responsibility shall include, but need not be limited to entry, landscaping and signage easements; water retention/detention basins; common area utility easements, storm sewer and surface water drainage easements; preservation areas; all landscaping and other flora, structures, and improvements, including any private streets, situated upon the Common Elements; landscaped medians within public right-of-way throughout the Property; the Recreational Facilities; and such portions of any Additional Property included within the Areas of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or by a contract or agreement for maintenance thereof by the Association. The Association may maintain other property which it does not own or share in the maintenance of Property it does not own, including, without limitation, property dedicated to the public or property owned by another homeowners' association, if the Board of Trustees determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

(a) There are hereby reserved to the Association blanket easements over the Property as necessary to enable the Association to fulfill responsibilities under this Section.

(b) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Areas of Common Responsibility shall be a Common Expense to be allocated among all Units as part of the Base Assessment, subject to the right of the Association to seek reimbursement from the Owner(s) of, or other persons responsible for, certain portions of the Areas of Common Responsibility pursuant to this Declaration, other recorded covenants, or agreements with the Owner(s) thereof.

9.2 Owner's Responsibility. Each Owner shall maintain his or her Dwelling Unit and all Structures, and other improvements comprising the Dwelling Unit. Owners of Dwelling Units adjacent to any roadway within the Property shall maintain driveways serving their respective Dwelling Units, whether or not lying within the Dwelling Unit boundaries, and shall maintain and irrigate landscaping on that portion of the Common Element, if any, or right-of-way between the Dwelling Unit boundary and the back-of-curb of the adjacent street.

All maintenance required by this Section 9.2 shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants. In addition to any other enforcement rights available to the Association, if any Owner fails properly to perform his or her maintenance responsibility, the Association may enter such Owner's property and perform the required maintenance. The costs and expense of such maintenance shall be charged to the Owner thereof as an Individual Assessment in accordance with Section 4.5; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

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

SECTION 10 COVENANT FOR STAGED DEVELOPMENT

10.1 Staged Development. Declarant reserves the right at any time within the Development Period to remove any portion of the Property, annexed to the Property by Declarant, from the scope of the Declaration or to make subject to or annex any portion of the Additional Property to this Declaration without the consent of the Members of the Association. However, Declarant is not bound to annex any of the Additional Property to this Declaration, and until such time as any of the Additional Property is annexed, the same shall not be subject to the provisions of this Declaration.

10.2 Total Dwelling Units. The total number of Dwelling Units or Lots for the Property and the Additional Property shall not exceed the total number of Dwelling Units and Lots authorized by the zoning authority having jurisdiction over the development of the Property.

10.3 Supplemental Declaration for Staged Development. Any annexations made pursuant to this Section 10, or otherwise, shall be made by recording a supplement to this Declaration with the Warren County, Ohio Recorder's Office, which supplementary Declaration shall extend this Declaration to such annexed property. The supplementary Declaration may either waive some of the existing covenants, conditions and restrictions or contain additional covenants, conditions, restrictions, easements and liens with respect to that Additional Property being annexed therein as either Declarant shall deem appropriate for the purpose of completing the development of the Property. Owners of Lots subject to such supplemental Declaration shall be Owners as defined by this Declaration. Notwithstanding the foregoing, in the event that Declarant elects to annex any portion of the Additional Property to this Declaration, or to add additional covenants, conditions, restrictions, easements and liens as reserved in this Section, Declarant shall, as long as Class B Membership is in existence, obtain the prior approval of HUD/VA, if applicable, prior to recording any applicable Declaration for said purpose.

SECTION 11 **ENFORCEMENT**

11.1 Curing Defaults; Lien. In the event of any Default with respect to any Lot under this Declaration, the Board shall give written notice to the Owner thereof, with a copy of such notice to each Tenant in Default and a copy to any first mortgagee of the Lot who has requested to receive such notices, setting forth with reasonable particularity the nature of such Default, and the specific action or actions required to remedy the Default. If the Owner or Tenant shall fail to take the specific action or actions within thirty (30) days after the mailing of the notice, the Board may, but shall not be required to exercise any or all of its rights hereunder. The Board may exercise without notice any of its rights hereunder with respect to any Default if it determines that an emergency exists requiring immediate action.

Costs incurred by the Association in exercising any of its rights with respect to any Lot shall be a binding personal obligation of the Owner thereof which shall be payable on demand. If the Owner fails to pay such costs within thirty (30) days after demand, the Association shall enter the amount of the obligation, the name of the Owner as it appears on its records and the description of the Lot in a lien record book to be maintained by the Board at its main office, together with the date of such entry. The Association shall have a prior lien on such Lot for such amount until paid and such lien shall have priority from the date of such entry over all other liens and encumbrances thereon whatsoever, excepting real estate taxes and assessments, liens of record as of the date of such entry and liens of the United States of America, the State of Ohio, and all other political subdivisions or governmental instrumentalities of the State of Ohio to the extent made superior by applicable law, all bona fide recorded first mortgages and the lien of any first mortgagee who comes into possession of a Lot pursuant to mortgage foreclosure or by deed in lieu thereof. The lien provided in this Section shall be recordable and shall be enforceable as provided in Section 4 hereof.

11.2 Remedies. Nothing contained in this Section 11 shall be deemed to affect or limit the rights of Declarant, Builder, the Association, any Owner, Occupant, or their legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to

enforce the restrictions, or recover damages for any Default. It is hereby declared that irreparable harm will result to beneficiaries of this Declaration by reason of a Default, and, therefore, each beneficiary shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration, as well as any other relief available at law or in equity.

11.3 Right and Easement of Entry. The Association, through its authorized officers, employees, and agents, shall have the right and easement to enter upon any Lot at all reasonable times and to do anything thereon necessary to perform the action or actions specified in the notice to the Owner to abate, remedy, extinguish, remove or repair a Default, without the Association or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of each entry or such action or actions as are carried out in accordance with the provisions of this Section 11, provided that no summary abatement or similar procedure may be utilized through non-judicial means to alter or demolish items of construction.

11.4 No Waiver. The failure of Declarant, Builder, the Association, any Owner, Tenant, or their legal representatives, heirs, devisees, successors or assigns, in any one or more instances, to insist upon compliance with any of the Restrictions, or to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such or any similar restriction, right or privilege, including the right to cure Default, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.

11.5 Rules and Regulations. The Board may adopt and enforce, and from time to time amend, reasonable rules and regulations regarding the administration, interpretation and enforcement of the Restrictions (the "Rules and Regulations"). Each such rule and regulation shall be consistent with and designed to further the purposes outlined in this Declaration.

SECTION 12

REAL ESTATE TAXES AND ASSESSMENTS

12.1 Real Estate Taxes. The Owner of a Lot shall be responsible for and shall pay all taxes and assessments, general and special, levied or imposed upon the Lot and its improvements.

12.2 Common Elements. Taxes and assessments, general and special, charged against the Common Elements which are owned in fee simple by the Association shall be deemed a Common Expense. Assessments, charged against the Subdivision shall be paid by the Owners as set forth in Section 4 hereof.

SECTION 13

INSURANCE

13.1 Fire, Extended Coverage and Standard "All Risks" Insurance. The Association shall insure all buildings which are part of the Recreation Facilities and any other Common Elements, and may maintain insurance for all other structures and improvements now or

hereinafter constructed on the Common Elements against any loss or damage by such hazards as are ordinarily insured by a comprehensive, extended coverage and "all-risks" policies issued in the amounts at all times sufficient to prevent the Association from becoming co-insurers under the terms of any applicable coinsurance clause or provision and in no event less than the actual replacement cost of such improvements, as determined from time to time by the insurer.

Any such insurance shall be obtained from a fire and casualty insurance company authorized to write such insurance in the State of Ohio which has a general policy holder rating of no less than A, as determined by the then latest edition of the Best's Insurance Reports or its successor guide, and shall be written in the name of the Association for the use and benefit of the Lot Owners and their mortgagees as their interests may appear. The Board of Trustees and/or its authorized representatives shall have the exclusive right to negotiate and adjust all loss claims. Unless the Board of Trustees determines otherwise, all such insurance shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers or Trustees, and all Lot Owners and occupants.

13.2 Use of Fire Insurance Proceeds. Unless at least sixty-seven percent (67%) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than Declarant or Builder) of the individual lots have given their prior written approval, the Association shall not be entitled to use hazard insurance proceeds for losses to the Common Elements for other than the repair, replacement or reconstruction of such Common Elements.

13.3 Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all Common Elements, and other areas for which the Association is responsible, and insuring the Association, the Trustees, and the Lot Owners and members of their respective families, tenants and occupants, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injury and/or property. This insurance shall include protection against liability for risks arising out of the maintenance of the Areas of Common Responsibility and such other risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the Board. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim for a Lot Owner, tenant or occupant because of negligent acts of the Association, the Board, or other Lot Owners, tenants, or occupants.

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

13.5 Insufficient Insurance. In the event the improvements forming a part of the Common Elements or any other area for which the Association is responsible, or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, the Association shall advance such costs in excess of available insurance proceeds. The amount so advanced by the Association shall become a Special Assessment against all of the Lots, and such Assessments shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the non-

payment of Assessments. The action required to be taken by the Association under this Section shall not require any vote of the Members of the Association.

13.6 Fidelity Bonds. The Board shall obtain as a Common Expense to the Association fidelity bond coverage with respect to any person who either handles or is responsible for funds held or administered by the Association, in an amount no less than the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force; provided, however, the fidelity bond coverage must at least equal the sum of three months' Assessments on all Dwelling Units on the Property, plus the Association's reserve funds. A management agent handling funds for the Association shall also be covered by its own fidelity bond, naming the Association as an additional obligee, at the sole cost of said agent.

SECTION 14

RIGHT TO CURE, MEDIATION AND ARBITRATION OF ALLEGED DEFECTS

In order to provide an efficient procedure for resolving certain types of claims, as defined in this Section, the Association and all Owners shall be subject to the dispute resolution procedure set forth in this Section, notwithstanding that other procedures, including those set forth in "Right to Repair" or similar law, may be otherwise applicable.

The Association and/or any Owner must provide Declarant and/or Builder(s) with notice and reasonable opportunity to cure any claim by the Association or Owner arising out of or in any way relating to alleged defects by Declarant and/or Builder(s) in developing the Property or in the workmanship and/or materials used by Builder(s) in the construction of a Dwelling Unit. If the claim is not resolved to the Association's and/or any Owner's reasonable satisfaction, any such claim, shall be settled by mediation. If within thirty (30) days after service by the Association and/or Owner upon Declarant and/or Builder(s) of a written demand for mediation, the mediation does not result in complete settlement of the dispute, then any unresolved claim shall be settled by binding arbitration. Judgment on the arbitration award rendered by the arbitrators may be entered in any court having jurisdiction thereof and shall be binding and conclusive as to all parties and no appeal may be taken by any party.

SECTION 15

FORUM SELECTION; WAIVER OF JURY TRIAL

The Association and/or any Owner shall be entitled to bring a lawsuit against Declarant and/or Builder(s) for any claim not within the scope of Section 14. However, any such lawsuit brought by the Association and/or any Owner against Declarant and/or Builder(s) shall be filed in either a state or federal court situated in Kentucky and the Association and/or any Owner by acceptance of delivery of a deed to a Unit expressly consent to the jurisdiction and venue of such court.

In addition to the foregoing, the Association and each Owner by acceptance of delivery of a deed to a Dwelling Unit, hereby waive the right to a trial by jury and acknowledge that all issues raised in any lawsuit filed pursuant to this Section 15 shall be decided by the judge presiding over the lawsuit.

Notwithstanding anything herein to the contrary, the remedies that may be awarded to the Association and/or any Owner in any lawsuit filed pursuant to this Section are subject to and limited by the terms and conditions of the "Limited Warranty" section of the "Homeowner's Guide" prepared by and made available to each Owner by Builder.

SECTION 16

DURATION, AMENDMENT AND TERMINATION

16.1 Duration. The Restrictions shall be covenants running with the land and shall bind the Property and every part thereof, and shall (regardless of whether any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by, the Board and each Owner and Tenant and their legal representatives, heirs, devisees, successors and assigns, and shall continue in full force and effect for twenty (20) years from the date on which this Declaration is recorded in the Warren County, Ohio Recorder's Office. Thereafter the Restrictions shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Section 16.

16.2 Amendment or Termination. Prior to the end of the Development Period, any provision of this Declaration may be amended in whole or in part or terminated by a recorded instrument executed by Declarant and approved by the Owners of at least sixty-seven percent (67%) of all Lots located in the Property. After the end of the Development Period, any provision of this Declaration may be amended in whole or in part or terminated by a recorded instrument approved by the Owners of at least sixty-seven percent (67%) of all Lots located in the Property.

The President of the Board shall determine whether the persons who have approved of any amendments or termination of this Declaration constitute Owners of at least sixty-seven percent (67%) of all Lots. Promptly after the approval of any amendment or termination of any part of this Declaration, the President of the Board shall cause to be recorded the written instrument of amendment or termination executed in properly recordable form by the President of the Association and Declarant, if during the Development Period, and the certificate of the President of the Association that the Owners of at least sixty-seven percent (67%) of all Lots have approved such instrument.

The Board shall maintain such copies filed with it by the President as a permanent record and shall make copies thereof available to any Owner at a reasonable cost.

Notwithstanding anything above to the contrary, this Declaration may be amended at any time during the Development Period without the vote of Owners by a written instrument executed by Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant's original intent; making any changes necessary or desirable to meet the requirements of any institutional lender, Federal National Mortgage Association, or other agency which may insure loans on a Lot; provided, however, that no such amendment shall materially affect any Owner's interest in the Association or right, if any, to use the Common Elements. Each Owner and his or her mortgagees, by acceptance of a deed to a Lot or a

mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph.

SECTION 17 **MISCELLANEOUS**

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

17.2 Notices. Any notice required or permitted to be given to an Owner or Tenant by the Board pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, addressed to his or her last address as it appears on the records of the Association.

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

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

17.5 Headings. The headings of the Sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

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

17.7 Conflict. If there are conflicts or inconsistencies between the provisions of the laws of the State of Ohio, the Articles of Incorporation, this Declaration, the Code of Regulations, Architectural Guidelines and the Rules and Regulations, it shall be agreed that the provisions of the laws of the State of Ohio, this Declaration, the Articles of Incorporation, the Code of Regulations, the Architectural Guidelines and the Rules and Regulations (in that order) shall prevail.

17.8 Covenants Running with Land. This Declaration and all amendments hereto shall be, and shall be construed as, covenants running with the land, shall be binding upon Declarant, Builder, any mortgagee, the Association, its Members, each Owner, each Occupant and all claiming under each Owner or Occupant, and shall (regardless of whether or not any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by (i)

Declarant, (ii) Builder, (iii) the Association, and (iv) each Owner and all claiming under each Owner.

17.9 Availability of Documents. The Association shall make available to Members, Owners, and lenders, and to holders, insurers, or guarantors of any first mortgage, current copies of the Declaration, rules and regulations, if any, and other rules concerning the Property. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

17.10 Right of Entry. The Association shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance or operation of the Property.

17.11 Condemnation. In the event any Lot or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the net proceeds of any award or settlement shall be the property of the Owner and the holder of the first mortgage, to the extent of their respective interests. Each Owner shall give the holder of a first mortgage on the Owner's Lot timely written notice of such proceeding or proposed acquisition.

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

[Remainder of page intentionally left blank, signatures to follow]

IN WITNESS WHEREOF, Declarant has caused this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Wynstead to be executed by its duly authorized officer as of the day and year first above written.

GRAND COMMUNITIES, LTD.,
a Kentucky limited partnership

By: Fischer Development Company,
General Partner

General Partner

By: Todd E. Huss

Name: Todd E. Huss

Title: President

[illegible]

The foregoing was acknowledged before me this 14th day of June, 2005 by Todd Huss as President of Fischer Development Company, a Kentucky corporation, as General Partner of Grand Communities, Ltd., a Kentucky limited partnership, on behalf of the corporation and the limited partnership.

Notary Public

This instrument prepared by:

Jody T. Klekamp, Esq.
Keating, Muething & Klekamp, PLL
1400 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202
(513) 579-6400

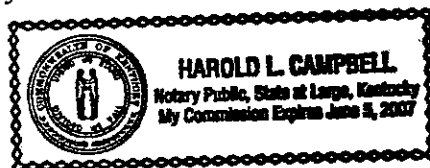


EXHIBIT A

[REAL ESTATE DESCRIPTION]

Situate in the State of Ohio, County of Warren, Village of South Lebanon, Township of Hamilton, Military Survey No. 1546, and being all of Lots 1-25, inclusive of **Wynstead Sec 1 PHA** as shown in **Plat Book 69, Pages 61-62** of the Warren County, Ohio Recorder's Office.

<u>LOTS</u>	<u>SIDWELLS</u>	<u>LOTS</u>	<u>SIDWELLS</u>
1	17-36-265-001	13	17-36-265-013
2	17-36-265-002	14	17-36-265-014
3	17-36-265-003	15	17-36-265-015
4	17-36-265-004	16	17-36-265-016
5	17-36-265-005	17	17-36-255-001
6	17-36-265-006	18	17-36-255-002
7	17-36-265-007	19	17-36-255-003
8	17-36-265-008	20	17-36-255-004
9	17-36-265-009	*21	17-36-265-017
10	17-36-265-010	*22	17-36-255-005
11	17-36-265-011	*23	17-36-255-006
12	17-36-265-012	*24	17-36-255-007
		*25	17-36-265-018
		~~REMAINING~~	~~17-36-200-019~~

*Denotes Open Space

ARTICLES OF INCORPORATION

OF

WYNSTEAD



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
05/02/2005	200512201936	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	100.00	.00	.00	.00

Receipt

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

KEATING MUETHING & KLEKAMP
JODY T. KLEKAMP
ONE E FOURTH ST, STE 1401
CINCINNATI, OH 45202

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1538033

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

WYNSTEAD HOMEOWNERS' ASSOCIATION, INC.

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

Document(s)

DOMESTIC ARTICLES/NON-PROFIT

Document No(s):

200512201936



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

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 2nd day of May, A.D. 2005.

J. Kenneth Blackwell
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos

e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)

Mail Form to one of the following:

☒ Yes PO Box 1390
Columbus, OH 43216
*** Requires an additional fee of \$100 ***

☐ No PO Box 670
Columbus, OH 43216

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Non-Profit)

Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

☐ (1) Articles of Incorporation Profit (113-ARF) ORC 1701	☒ (2) Articles of Incorporation Non-Profit (114-ARN) ORC 1702	☐ (3) Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785
--	---	---

Complete the general information in this section for the box checked above.

FIRST: Name of Corporation Wynstead Homeowners' Association, Inc.

SECOND: Location Lebanon Warren
(City) (County)

Effective Date (Optional) _____ Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.
(mm/dd/yyyy)

☒ Check here if additional provisions are attached

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

THIRD: Purpose for which corporation is formed

See Attachment No. 1.

Complete the information in this section if box (1) or (3) is checked.

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

(Refer to instructions if needed) _____
(No. of Shares) (Type) (Par Value)

Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors.

Brian Fannin

(Name)

2670 Chancellor Drive, Suite 300

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Crestview Hills

(City)

Kentucky

(State)

41017

(Zip Code)

M. Larry Sprague

(Name)

2670 Chancellor Drive, Suite 300

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Crestview Hills

(City)

Kentucky

(State)

41017

(Zip Code)

Monica Bowles

(Name)

2670 Chancellor Drive, Suite 300

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Crestview Hills

(City)

Kentucky

(State)

41017

(Zip Code)

REQUIRED
Must be authenticated
(signed) by an authorized
representative
(See Instructions)


Authorized Representative

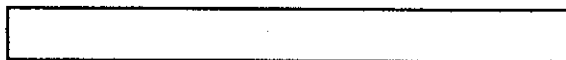
Jody T. Klekamp
(Print Name)

April 26, 2005
Date


Authorized Representative

(Print Name)


Date


Authorized Representative

(Print Name)


Date

Complete the information in this section if box (1) (2) or (3) is checked.

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Wynstead Homeowners' Association, Inc. hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

KMK Service Corp.

(Name)

One East Fourth Street, Suite 1400

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Cincinnati

(City)

Ohio

45202

(Zip Code)

Must be authenticated by an authorized representative

John Z. Klekamp
Authorized Representative

April 26, 2005
Date

Authorized Representative

Date

Authorized Representative

Date

ACCEPTANCE OF APPOINTMENT

The Undersigned, KMK Service Corp., named herein as the
Statutory agent for, Wynstead Homeowners' Association, Inc.
, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: [Signature]

(Statutory Agent)

ATTACHMENT NO. 1 TO
INITIAL ARTICLES OF INCORPORATION
OF
WYNSTEAD HOMEOWNERS' ASSOCIATION, INC.

THIRD. A. The purposes for which the Association is formed are to be and to act as the Homeowners Association with regard to the real estate specifically described in the Declaration of Covenants, Conditions, Restrictions and Reservations of Easements for Wynstead (the "Declaration") said Declaration being recorded or to be recorded in the real estate records of Warren County, Ohio. In addition, the specific purposes for which this Association is formed are to provide for the maintenance, preservation and architectural control of the aforesaid real estate and the buildings and improvements situated thereon under the terms of said Declaration, and to promote the health, safety and welfare of the residents and Owners of the aforesaid real estate and to act in the same manner with regard to any other property which may hereafter be brought within the jurisdiction of this Association as part of the same plan.

B. In implementation of these purposes, the Association may:

(1) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in these Articles of Incorporation, the Declaration and the Code of Regulations of Wynstead Homeowners' Association, Inc. (the "Code of Regulations");

(2) Fix, levy and collect payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration and Code of Regulations, enforce payment of such charges and assessments by any lawful means, and pay all expenses in connection therewith and in connection with the conduct of the affairs of the Association;

(3) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Association and subject to the terms of the Declaration and Code of Regulations;

(4) Borrow money, and in accordance with the terms of the Declaration and Code of Regulations, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, all for the purposes of fulfilling the Association's responsibilities;

(5) Fix, administer, enforce, alter, amend, extend, waive, release, and terminate, in whole or in part, the terms, conditions, covenants, restrictions, and regulations upon, under, and subject to which any part or all of the subject real estate may now or hereafter be used;

(6) Operate, maintain, repair, and replace the Association's Common Elements in accordance with the terms of the Declaration and Code of Regulations;

(7) Obtain, pay for, and maintain insurance to the extent provided in the Declaration and Code of Regulations;

(8) Do any other thing necessary, expedient, incidental, appropriate, or convenient to the carrying out of the foregoing purposes which will promote the common benefit and enjoyment of the residents or Owners of the Dwelling Units, insofar as not prohibited by law, the Declaration, and the Code of Regulations; and

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

The Association shall not take any action or enter into any transaction or agreement in a manner which would violate any provision of these Articles of Incorporation, the Declaration, or the Code of Regulations.

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

Unless ordered by a court, the determination of indemnification, pursuant to the foregoing criteria, shall be made (a) by a majority vote of a quorum of the Association's Board of Trustees who were not and are not parties to or threatened with any such action, suit, or proceeding, or (b) if such a quorum is not obtainable, or if a majority of a quorum of disinterested managers so direct, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association or any person to be indemnified within the past five (5) years, or (c) by the Members, or (d) by the court in which such action, suit or proceeding was brought.

CODE OF REGULATIONS

OF

WYNSTEAD
HOMEOWNERS' ASSOCIATION, INC.

EXHIBIT B

**CODE OF REGULATIONS
OF
WYNSTEAD HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE 1.
NAME AND LOCATION**

The name of the corporation is Wynstead Homeowners' Association, Inc., hereinafter referred to as the Association. The principal office of the Association shall be located at 2670 Chancellor Drive, Suite #300, Crestview Hills, Kentucky 41017, but meetings of Members of the Association and Board of Trustees may be held at such places within the State of Ohio as may be designated by the Board of Trustees.

**ARTICLE 2.
DEFINITIONS**

Each of the terms used herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Wynstead ("Declaration") made by Grand Communities, Ltd., a Kentucky limited partnership ("Declarant") dated JUNE 14, 2005, and of record at the Warren County, Ohio Recorder's Office. The Declaration may be, from time to time, amended or supplemented.

**ARTICLE 3.
MEETING OF MEMBERS**

Section 3.1 Annual Meetings. The first Annual Meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, on such date as the initial Board shall determine. Each subsequent Annual Meeting of the Members shall be held in the State of Ohio, within the first quarter of each calendar year, upon proper notice, at a date, time and place as may be reasonably set by the Board of Trustees (hereinafter referred to as "Board" or "Trustee"). If the day for the Annual Meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Each Annual Meeting shall be open to all Members.

Section 3.2 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board. Special meetings shall be called by the President upon written request, delivered to the President in person or by certified mail, of Members having at least one- third (1/3) of the voting power of all Members. Upon receipt of this request, the President shall immediately cause written notice to be given of the special meeting to be held on a date not less than ten (10) nor more than thirty-five (35) days after receipt of this request. If written notice is not given to the Members within ten (10) days after the delivery of the request, the Members making the request may call the special meeting and give written notice of it.

Section 3.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting, by

mailing a copy of such notice, postage prepaid, at least ten (10) days, but no more than thirty-five (35) days before such meeting to each Member entitled to vote thereat. The notice shall be addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the date, time and place of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notice of the date, time and place, and purpose(s) of any meeting of Members may be waived by any Member, before or after the meeting, by a writing filed with the records of the Association. The attendance of any Member at any meeting without protesting, before or at the beginning of the meeting, the lack of proper notice, shall be deemed a waiver by the Member of notice of the meeting.

Section 3.4 Quorum; Adjournment. Except as may be otherwise provided by law, the Articles of Incorporation, the Code of Regulations or this Declaration, there shall be a quorum at any meeting of Members where Members who hold at least twenty percent (20%) of the total voting power of Members in good standing are present, in person or by proxy. For a vote on any matter to be valid, the quorum requirement must be met at the time of completion of that vote. If such quorum shall not be present or represented at any meeting, a majority of the Members entitled to vote thereat, shall have power to adjourn that meeting to a day which is not more than one (1) week from the day the original meeting was called. Notice of the adjournment may not be given if the time and place to which the meeting is adjourned are fixed and announced at the original meeting. When the meeting reconvenes, the quorum requirement shall be lowered to ten percent (10%) of the total voting power of the Members in good standing which must be present, in person or by proxy.

Section 3.5 Proxies. At all meetings of Members, each Member may vote in person or by proxy. The person designated a proxy need not be a Lot Owner. All proxies shall be in writing and filed with the Secretary at least twenty-four (24) hours prior to the meeting, except that the Board may waive this time requirement for a particular meeting if the waiver would not delay the meeting and would otherwise be fair and reasonable. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her Lot, except as otherwise provided in the Declaration or the Articles of Incorporation, about the proxy given to the Declarant. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering a Lot, the presentation to the Board of Trustees of a copy of the mortgage containing the proxy designation shall be notice of that designation, and, if the mortgage so states, of the irrevocability of that designation. A proxy shall be void if it is not dated or purported to be revocable without notice.

Section 3.6 Voting by Mail by Association Members. Any Association Member may cast his/her written vote by mail on any proposal voted upon at any meeting of the Members of the Association by sending such written vote to the Secretary of the Association within the period seven (7) days before the date of the meeting. Such written votes shall be filed with the records of the Association and, in no event, shall any action be taken or approved by the Association with the approval of any less than the percentage of voting power required by the provisions of the Declaration or without the consent of any party that is required by any of said

provisions. Members who have voted by mail shall not be counted in determining whether the quorum has been met at a meeting of the Members.

Section 3.7 Members. Every Lot Owner shall be a Member of the Association, and such membership shall be appurtenant to and may not be separated from ownership of any Lot. During the Control Period (as defined in the Declaration), the Association shall have Class A Members (being all Owners except Declarant) and a Class B Member (Declarant). At such time as the Class B Membership shall terminate, the Declarant, if it is then a Lot Owner, shall become a Class A Member and continue as such so long as it shall remain a Lot Owner. Class B Membership shall terminate upon the expiration of the Control Period.

Section 3.8 Voting. Each Class A Member shall be entitled to one (1) vote for each Lot owned by such Class A Member; provided that any Class A Member with respect to whom a notice of Default has been issued by the Board pursuant to the Declaration, or who has had his/her right or privilege of use and enjoyment of the Common Elements suspended pursuant to the Declaration, shall not be entitled to vote during any period in which any such Default or suspension continues; and further provided that if a Lot shall be owned by more than one (1) Lot Owner, such Lots Owners shall be deemed to constitute a single Class A Member as to such Lot for purposes of this Section. The Class B Member shall have seven (7) votes for each Lot in which the Declarant holds the interest otherwise required for Class A Membership multiplied by the number of Dwelling Units located or proposed by the Declarant to be located on such Lot, provided, however, that each Class B Membership shall terminate upon the expiration of the Control Period. At such time as Class B Membership shall terminate, the Declarant which, for any Lot, holds an interest therein otherwise required for Class A Membership, shall be deemed a Class A Member with reference to such Lot or Lots and entitled to the voting and all other rights of such Class A Member.

Unless otherwise expressly set forth by law, the Declaration, the Articles of Incorporation or these Code of Regulations, the affirmative vote of fifty-one percent (51%) of the voting power of the Members voting on any matter at a meeting of Members shall be sufficient to determine that matter, provided that any quorum requirement is met at the time of completion of that vote.

Section 3.9 Order of Business. The order of business at all meetings of Members shall be as follows: (1) calling of meeting to order; (2) roll call, determination of whether there is a quorum; (3) proof of notice of meeting or waiver of notice; (4) reading of minutes of preceding meeting; (5) reports of Officers; (6) reports of committees; (7) election of the Board of Trustees (when appropriate); (8) unfinished and/or old business; (9) new business; (10) adjournment.

Section 3.10 Action by Association Members Without a Meeting. Any action which may be authorized or taken at a meeting of the Members may be authorized or taken without a meeting in a writing or writings signed by all Members in good standing which writing or writings shall be filed with the records of the Association. Written notice of any action proposed to be taken by such written consent of Members shall be sent to all parties who are entitled to notices under the Declaration not less than ten (10) days prior to commencing the circulation of the action for written consent among the Members.

ARTICLE 4.
BOARD OF DIRECTORS-SECTION-TERM OF OFFICE

Section 4.1 Number and Term of Office. Until the third Annual Meeting, the initial Board shall consist of three (3) persons appointed by the Class B Member who shall serve until their respective successors are elected and qualified. Trustees appointed by the Declarant need not be Members of the Association. However, a Trustee elected by Class A Members shall be a Lot Owner or a spouse of a Lot Owner, except that if a Lot Owner is a corporation, partnership, joint venturer, or other entity, the Lot Owner may elect as a Trustee an officer, partner, joint venturer, or like individual affiliated with this Lot Owner.

At the third Annual Meeting, the Board of Trustees shall expand from three (3) to five (5) Trustees. At such meeting, the Class B Member shall appoint three (3) Trustees for a three (3) year term. Thereafter, at each tri-annual meeting the Class B Member, until the Control Period Special Meeting (as hereinafter defined), shall appoint three (3) Trustees for a three (3) year term.

At the third Annual Meeting, the Class A Members shall elect two (2) Trustees. One of the Trustees shall be elected for a three (3) year term and one (1) of the Trustees shall be elected for a two (2) year term. At the expiration of the terms of such Trustees, until such time as the Declarant shall transfer control of the Board to the Class A Members, the Class A Members shall, at the respective Annual Meeting, elect successor Trustees for a three (3) year term.

Within ninety (90) days after the expiration of the Control Period, the President of the Association shall call a special membership meeting ("Control Period Special Meeting"). At the Control Period Special Meeting, all Declarant appointed Trustees shall be deemed removed from office, and the Class A Members, including the Declarant if it is then an Owner, shall elect a Trustee to fill each vacancy on the Board. The terms of said elected Trustees shall be from one (1) to three (3) years, so that in any one (1) year thereafter, the terms of no more than three (3) nor less than two (2) Trustees shall expire. The three (3) Trustees with the most votes shall be the Trustees who shall serve the three-year term. Additionally, after the Control Period Special Meeting, all Trustees, and their successors, shall be elected by Class A Members and shall be elected for a three (3) year term.

Notwithstanding anything above to the contrary, the Class B Member may, by written notice to the Board, at or before any Annual Meeting, relinquish to the Class A Members, the Class B Member's right to elect one or more Trustees at such Annual Meeting pursuant to this Section.

Section 4.2 Resignation; Removal, Vacancies. A Trustee may resign at any time by giving written notice to the Board, the President or the Secretary. The resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

A Trustee appointed by Declarant may be removed by Declarant at any time, with or without cause. An elected Trustee whose removal has been proposed by a Lot Owner shall be

given an opportunity to speak at an annual or special meeting of the Members, after which that Trustee may be removed, with or without cause, by a majority vote of the Members voting at a meeting of the Members.

If a vacancy is created because of resignation, removal, or death, a successor shall be appointed or elected to serve for the unexpired term of the departed Trustee. Declarant shall appoint a successor for any appointed Trustee, and the Members shall elect a successor for any elected Trustee using the procedure set forth in Section 4.1 above, at any Annual Meeting of the Members or at any special meeting of the Members called for the purpose of filling this vacancy.

Section 4.3 Compensation. No Trustee shall receive compensation for any service he or she may render to the Association, however, any Trustee shall be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

ARTICLE 5.

NOMINATION AND ELECTION OF DIRECTORS

Section 5.1 Nomination. Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting of the Members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board at least thirty (30) days prior to each Annual Meeting of the Members, to serve from the close of such Annual Meeting until the close of the next Annual Meeting and such appointment shall be announced at each Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among Members or non-members. Notwithstanding the foregoing, as long as Declarant has the right to appoint all Trustees, Declarant also has the right to nominate all Trustees.

Section 5.2 Election. Elections to the Board shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Code of Regulations. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE 6.

MEETINGS OF DIRECTORS

Section 6.1 Annual Organizational Board Meeting. The Annual Organizational Board Meeting shall take place immediately after each Annual Meeting of the Members, at the time and place fixed from time to time by the Board.

Section 6.2 Regular Meeting. Unless waived by the Board regular meetings of the Board shall be held no less than quarterly, on the date and at the time and place fixed from time to time by the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 6.3 Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by a majority of Trustees.

Section 6.4 Notice of Meetings; Attendance by Members. Notice of the date, time, and place of organizational, regular, and special meetings of the Board shall be given to each Trustee by personal delivery, mail, facsimile, telegram or telephone at least three (3) days before the meeting. The notice need not specify the purposes(s) of the any meeting. Notice of the date, time and place of any meeting may be waived by a Trustee, before or after the meeting, by a writing filed with or entered upon the records of the meeting. Attendance of a Trustee at any meeting without protesting, before or at the beginning of the meeting, the lack of proper notice shall be deemed a waiver by the Trustee of notice of the meeting.

No notice need be given to non-Trustee Members of organizational, regular, or special meetings of the Board, however, a non-Trustee Member may attend any organizational, regular, or special meeting of the Board, but may not participate in any such meeting unless given permission to do so by the President or other officer of the Association who is presiding at the meeting. A non-Trustee Member may not vote at a meeting of the Board.

Section 6.5 Waiver of Notice. Any requirement of notice to a Trustee provided under this Article 6 may be waived by the Trustee entitled thereto by written waiver of such notice signed by the Trustee and filed with the Secretary of the Association. Attendance at a meeting is considered waiver of notice.

Section 6.6 Quorum; Adjournment. A simple majority of the Trustees then in office shall constitute a quorum for any meeting, provided that the quorum requirement must be met at the time of completion of a vote on any matter for that vote to be valid. Whether or not a quorum is present, a majority of the Trustees present at a meeting may adjourn that meeting. Notice of the adjournment need not be given if the time and place to which the meeting is adjourned are fixed and announced at the meeting.

Section 6.7 Voting Power. At any meeting of the Trustees at which a quorum is present, all matters shall be determined by a majority vote of those voting on the matter, except as may be otherwise expressly provided in the Declaration and these Code of Regulations. The President may cast an additional vote to break a tie vote on any matter.

Section 6.8 Action Taken Without a Meeting. Any action which may be taken at a meeting of the Board may be taken without a meeting in a writing or writings signed by all the Trustees, which writing(s) shall be filed with the records of the Board. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE 7.
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.1 Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Declaration, that are not specifically and exclusively reserved to the Members by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

(a) Adopt and publish Rules and Regulations (as hereinafter defined) governing the use of the Common Elements and the personal conduct of the Members, occupants and their guests thereon, and to establish penalties for the infraction thereof;

(b) Declare the office of a Member of the Board of Trustees to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Trustees;

(c) Obtain insurance coverage not less than that required pursuant to the Declaration;

(d) Enforce the covenants, conditions and restrictions set forth in the Declaration;

(e) Repair, maintain, and improve the Common Elements;

(f) With the approval of sixty-seven percent (67%) of the Class A Members, and the Class B Member, to borrow money for the purpose of constructing, equipping, improving and maintaining the Common Elements and in aid thereof to mortgage the Common Elements;

(g) Execute any loan agreement and/or promissory note for the benefit of Declarant, Developer (as defined in the Declaration) and/or Affiliated Entity (as defined in the Declaration), as the case may be, the form of which shall comply with the terms and conditions set forth in Exhibit C attached to the Declaration, which shall evidence any loan of funds made to the Association to fund a deficit;

(h) Authorize the repayment to the Declarant, Developer and/or Affiliated Entity, as the case may be, of any and all monies lent by such entity to the Association in accordance with Section 4.8 of the Declaration in funding any deficit;

(i) Suspend the voting rights of a Member during any period in which such Member shall be in Default in the payment of any Assessment levied by the Association, as more fully provided in the Declaration;

(j) Employ a manager, an independent contractor and/or such other employees as it deems necessary, and to prescribe their duties; and

(k) Exercise for the Association all powers, duties and authority vested in or delegated to the Association by provisions of these Code of Regulations, the Articles of Incorporation, or the Declaration not specifically reserved thereby to others, including any powers necessary or convenient to carry out its duties and authority. The powers of the Board shall be construed to be as broad as possible.

Section 7.2 Duties. It shall be the duty of the Board of Trustees to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any special meeting when such statement is requested in writing by Members representing thirty percent (30%) of each class of Members who are entitled to vote;

(b) Supervise all Officers, agents and employees of the Association, and to see that their duties are properly performed, with the Board having full power to hire and fire;

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

(i) Establish, enforce, levy and collect Assessments as provided in the Declaration;

(ii) Give written notice of each Assessment to every Member subject thereto within the time limits set forth therein;

(iii) Foreclose the lien against any property for which Assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Member(s) personally obligated to pay the same, or both;

(iv) Pay the Association's Common Expenses through the Assessments and/or the borrowing of funds as provided in the Declaration;

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

(e) Procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;

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

(g) Cause the restrictions created by the Declaration to be enforced; and

(h) Take all actions deemed necessary or desirable to comply with all requirements of law and the Declaration.

Section 7.3 Professional Management Contracts. The Association may delegate all or any portion of its authority, subject to the Board of Trustees supervision, to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

Section 7.4 Rules and Regulations. The Board may adopt and amend rules and regulations (hereinafter, "Rules and Regulations") for the maintenance, use, conservation, and beautification of the Property and for the health, comfort, safety, and general welfare of Members and their families, tenants, and invitees. The Board, or any committee created by the Board, may impose fines on a Member who violates, or whose family members, tenants or invitees violate the Rules and Regulations. The Board may establish a schedule of fines for particular violations of the Rules and Regulations to be paid by any Member who violates such Rules and Regulations. Any fines assessed by the Board shall be due and payable on the date the next installment of any Assessment is due. In the event that a Member shall fail to pay when due any fines assessed by the Board under this Section, then the amount of the assessed fines, in addition to any and all expenses incurred by the Board in enforcing this Section, including reasonable attorneys' fees to the extent permitted by Ohio law, may be levied as a Special Assessment against the Lot Owner in question and his or her Lot. The levying of a fine against a defaulting or delinquent Member shall not operate as a waiver of any other rights that the Board may have against such Member pursuant to the Declaration or these Code of Regulations. In the event such Rules and Regulations shall conflict with any provisions of the Declaration or these Code of Regulations, the provisions of the Declaration and of these Code of Regulations shall govern.

Section 7.5 Annual Review. The Board may arrange annually for a certified public accountant to review the Association's books. Upon written request, the Board shall provide a first mortgagee with a copy of any annual review report.

ARTICLE 8. **OFFICERS AND THEIR DUTIES**

Section 8.1 Enumeration of Officers. The Association may have a President, Vice-President, Secretary and Treasurer. The Board may create other offices from time to time. The President, Vice-President, Secretary and Treasurer shall be Members, or representatives of the Declarant.

Section 8.2 Election of Officers. Prior to the Control Period Special Meeting, the Officers of the Association will be elected by the Board of Trustees at the Annual Organizational Board Meetings. Thereafter, the Officers of the Association will be elected by the Board of Trustees promptly after the Control Period Special Meeting and at each Annual Organizational Board Meeting and the persons so elected shall take office immediately upon election.

Section 8.3 Term. The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year and until a successor is elected, unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 8.4 Special Appointments. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5 Resignation and Removal. The Board may remove any Officer at any time, with or without cause, by a majority vote of the Trustees. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6 Vacancies. A vacancy in any office may be filled by appointment of the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he or she replaces.

Section 8.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall hold more than two (2) offices simultaneously. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.4 above, or except by resolution of seventy-five (75%) percent of the Board of Trustees. No Officer shall execute an instrument in more than one capacity if the signatures of two or more Officers are required by law, the Articles of Incorporation, the Declaration or these Code of Regulations.

Section 8.8 Duties. The duties of the Officers are as follows:

(a) President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and all meetings of the Board and shall see that orders and resolutions of the Board are carried out. The President may sign all legal instruments authorized by and on behalf of the Association.

(b) Vice-President. The Vice-President shall act in the place of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the names and addresses of Members; give each Member a copy of any Rules and Regulations or amendments thereto; and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; keep proper books of accounts, specifying the receipts and expenses, together with records showing the allocation, distribution, and collection of the common profits, losses, and expenses among and from the Members; and shall prepare an annual budget and annual statement of income and expenditures to be presented to the Members at the Annual Meeting, with a copy to be mailed or delivered to each Member.

(e) Reliance on Professional Advice. As long as the Trustees and the Officers are acting in good faith, the Trustees and Officers may rely upon the advice of professionals hired or retained to advise the Association. It is understood that the Trustees and Officers will be unpaid volunteers.

ARTICLE 9. **COMMITTEES**

The Board may appoint and disband such committees as it chooses.

ARTICLE 10. **INDEMNIFICATION PROVISIONS**

In addition to any other right or remedy to which the persons hereinafter described may be entitled, under the Articles of Incorporation, Code of Regulations, Declaration, any other agreement, or by vote of the Members or otherwise, the Association shall indemnify any Trustee or Officer of the Association or former Trustee or Officer of the Association, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a Trustee or Officer of the Association, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except as to matters as to which the Trustee or Officer shall be finally adjudged in this action, suit or proceeding to be liable for willful misconduct or bad faith. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plead of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Board may purchase insurance in the amount it deems appropriate to provide this indemnification, and the cost of this insurance shall be a Common Expense. In the event of a settlement, indemnification shall be provided only in connection with those matters covered by the settlement as to which the Association is advised by counsel that the Trustee or Officer has not been guilty of willful misconduct or bad faith as a Trustee or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which a Trustee or Officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as Common Expenses. Nothing in this Section shall be deemed to obligate the Association to indemnify any Member, who is or who has been a Trustee or Officer, with respect to any duties or obligations assumed or liabilities incurred by the Member as a Member rather than as a Trustee or Officer.

ARTICLE 11.
MISCELLANEOUS

Section 11.1 Service of Notices on the Board of Trustees. Notice required to be given to the Board of Trustees or to the Association may be delivered to any Trustees or Officer of the Association either personally or by certified mail addressed to such Trustee or Officer at his/her residence address.

Section 11.2 Service of Notices on Devisees and Personal Representatives. Notice required to be given to any devisee or personal representative of a deceased Owner may be delivered either personally or by certified mail to such party at his, her or its address appearing on the records of the Court within the state of such deceased Owner is being administered.

Section 11.3 Nondiscrimination. No Member (including the Declarant) and no employee, agent, or representative of a Member shall discriminate on the basis of sex, race, color, creed, or national origin in sale or lease of any Lot, or in the use of the Common Elements.

Section 11.4 Nonwaiver of Covenants. No delay or failure on the part of the Board and/or on the part of any Officer in exercising any right, power or privilege or in failing to enforce a covenant, condition, obligation, or a provision contained in the Declaration, Articles of Incorporation, Code of Regulations, or Rules and Regulations shall be or be deemed to be a waiver thereof, or be or be deemed to be a waiver of any subsequent exercise of such a right, power, or privilege, or be deemed to be a waiver of any subsequent violation or breach of such covenant, condition, obligation, or privilege, nor shall any single or partial exercise of any right, power, or privilege preclude any other or future exercise thereof or preclude the exercise of any other right, power, or privilege. All rights, powers, and privileges given hereunder or at law or in equity are cumulative, and any one or more or all of such rights, owners, and privileges may be exercised simultaneously or consecutively.

Section 11.5 Board's Power to Bind. A lawful agreement or determination made by the Board or an Officer, in accordance with procedures established in the Declaration and Code of Regulations, shall bind all Members, their successors and their assigns.

Section 11.6 No Act of Business for Profit. These Code of Regulations shall not be construed to give the Association authority to conduct any act of business for profit on behalf of one or more Members.

Section 11.7 Books and Records. The books, records and papers of the Association shall at all time, during reasonable business hours, be subject to inspection by any Member. The Declaration, Articles of Incorporation, Code of Regulations and Rules and Regulations, if any, shall be available for inspection by any Member at the principal office of the Association or at such other reasonable place as the Board might direct, where copies may be purchased at reasonable cost.

Section 11.8 Fiscal Year. The fiscal year shall begin on the first day of January of every year, except that the first fiscal year of the Association shall begin at the date of

incorporation. The commencement date of the fiscal year herein established may be changed by the Board of Trustees.

Section 11.9 Execution of Corporation Documents. With the prior authorization of the Board of Trustees, all notes, contracts and other documents shall be executed on behalf of the Association by either the President or the Vice-President, and all checks and other drafts shall be executed on behalf of the Association by such Officers, agents or other persons as are, from time to time, by the Board, authorized so to do.

Section 11.10 Conflict. In the case of any conflict between the Articles of Incorporation and these Code of Regulations, the Articles of Incorporation shall control; and in the case of conflict between the Declaration and these Code of Regulations, the Declaration shall control.

Section 11.11 Amendments. These Code of Regulations may be amended from time to time, at any Annual Meeting or special meeting of the Members in accordance with the provisions set forth in the Declaration for amendment thereto. Notwithstanding the foregoing, the Declarant, or any person or entity whom the Declarant has designated, must consent in writing to the amendment before the amendment is effective if the amendment is passed during the Development Period.

Section 11.12 Governing Law. The Code of Regulations shall be interpreted and enforced under the laws of the State of Ohio.

Section 11.13 Perpetuities; Restraints on Alienation. If an option, privilege, covenant, or right created by the Code of Regulations shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) rule restriction restraints on alienation, or (c) any other statutory or common law rule imposing time limits, then that provision shall continue only until twenty-one years after the death of the last survivor of the now living decedents of George W. Bush.

Section 11.14 Severability. The invalidity of part or all of any provision of the Code of Regulations shall neither impair the validity of nor affect in any manner the Declaration, the Articles of Incorporation or the rest of the Code of Regulations.

Section 11.15 Heirs, Successors and Assigns. These Code of Regulations shall be binding upon and shall inure to the benefit of the Association, the Declarant, Members and the Declarant's and Members' heirs, successors, and assigns.

Section 11.16 Interpretation. These Code of Regulations shall be interpreted reasonably and in good faith. They should not be applied so strictly so as to thwart justice or common sense. Ohio law shall control. If the Code of Regulations or the Articles of Incorporation are silent on a subject, the Trustees may follow the applicable corporation laws of Ohio and shall have all powers given to a board of directors under the applicable corporation laws of Ohio. These Section headings are for convenience only and shall not affect the meaning or construction of the Code of Regulations. A reference to a specific Section without a further identification of the document containing that Section is a reference to a Section in the Code of Regulations.

Where the context requires masculine, feminine and/or neuter terminology shall include the neuter, feminine and/or masculine. Any capitalized terms used herein which are not otherwise defined, shall have the meanings as defined in the Declaration.

ADOPTED this 14th day of June, 2005.

WYNSTEAD HOMEOWNERS' ASSOCIATION,
INC., an Ohio not-for-profit corporation

By: Brian Fannin
Name: BRIAN FANNIN
Title: President

1359281.2

EXHIBIT C

Loan Agreement(s) and Promissory Note(s) to fund Operating Deficit(s) pursuant to Section 4.9 of Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Wynstead shall conform with the following provisions which shall govern the terms and conditions of said Agreement(s) and Notes(s):

1. Type of Note:

The Note(s) may be issued in any of the following forms:

(a) Demand Note:

This type of Note shall be payable on the date of demand by Lender; or

(b) Open-end Note:

This type of Note shall permit additional borrowing and prepayment of principal, without penalty; or

(c) Closed-end Note:

This type of Note shall not permit additional borrowing against this note; but prepayment of principal, without penalty, shall be permitted.

2. Method of Payment:

Repayment of the loan(s) may be by any of the following methods:

(a) Installment Plan:

This method of payment shall require payments, of both principal and interest, at regular intervals over the term of the loan; or

(b) Lump Sum Payment:

This method of payment shall require Periodic payments, of both principal and interest, for a specified time and a lump sum payment at maturity to discharge the outstanding balance of the loan; or

(c) Balloon Payment:

This method of payment shall require periodic interest payments for a specified time and a lump sum payment at maturity to discharge the outstanding balance of the loan.

3. Interest:

The Interest Rate established by Lender shall be reasonable, but no greater than two (2) percentages points over the "prime rate" as published in the Wall Street Journal and shall be designated by lender to be either:

(a) Fixed:

The Lender shall establish a rate of interest at the time of the making of the Note and this rate of interest shall remain constant over the term of the Note; or

(b) Variable:

The Lender can periodically adjust the interest rate in accordance with fluctuations in the "prime rate" as published in the Wall Street Journal.

Furthermore, Interest shall be designated by Lender to be either:

(a) Compound:

Interest shall be paid on both the principal and the previously accumulated interest; or

(b) Simple:

Interest shall be paid on the principal only and not on accumulated interest.

4. Limit on Term:

The Note(s) may be issued for a term up to, but not to exceed, ten (10) years.

5. Waiver of Defenses:

Borrower shall waive presentment, demand, protest, and notice of demand, protest, non-payment and dishonor. Borrower shall also waive all defenses based on surety ship or impairment of collateral.

6. Agreement(s) and Note(s) shall contain clauses addressing the following issues:

- (a) Order of payment
- (b) Default
- (c) Expenses
- (d) Omission or waiver by Lender
- (e) Severability
- (f) Choice of law

1330241.4

BOOK 3902 PAGE 522

BETH DECKARD - WARREN COUNTY RECORDER
Doc #: 542771 Type: DECL
Filed: 6/22/2005 14:26:47 \$ 412.00
OR Volume: 3902 Page: 473 Returns: N
Rec#: 13044 Pages: 50
KEATING MUEHLING & KLEMP P.L.L.C.

TRANSFER NOT NECESSARY
NICK NELSON, AUDITOR
WARREN COUNTY, OHIO

JUN 22 2005

NICK NELSON
AUDITOR, WARREN CO. OHIO

CODE OF REGULATIONS

OF

WYNSTEAD
HOMEOWNERS' ASSOCIATION, INC.

EXHIBIT B

**CODE OF REGULATIONS
OF
WYNSTEAD HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE 1.
NAME AND LOCATION**

The name of the corporation is Wynstead Homeowners' Association, Inc., hereinafter referred to as the Association. The principal office of the Association shall be located at 2670 Chancellor Drive, Suite #300, Crestview Hills, Kentucky 41017, but meetings of Members of the Association and Board of Trustees may be held at such places within the State of Ohio as may be designated by the Board of Trustees.

**ARTICLE 2.
DEFINITIONS**

Each of the terms used herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Wynstead ("Declaration") made by Grand Communities, Ltd., a Kentucky limited partnership ("Declarant") dated JUNE 14, 2005, and of record at the Warren County, Ohio Recorder's Office. The Declaration may be, from time to time, amended or supplemented.

**ARTICLE 3.
MEETING OF MEMBERS**

Section 3.1 Annual Meetings. The first Annual Meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, on such date as the initial Board shall determine. Each subsequent Annual Meeting of the Members shall be held in the State of Ohio, within the first quarter of each calendar year, upon proper notice, at a date, time and place as may be reasonably set by the Board of Trustees (hereinafter referred to as "Board" or "Trustee"). If the day for the Annual Meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Each Annual Meeting shall be open to all Members.

Section 3.2 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board. Special meetings shall be called by the President upon written request, delivered to the President in person or by certified mail, of Members having at least one- third (1/3) of the voting power of all Members. Upon receipt of this request, the President shall immediately cause written notice to be given of the special meeting to be held on a date not less than ten (10) nor more than thirty-five (35) days after receipt of this request. If written notice is not given to the Members within ten (10) days after the delivery of the request, the Members making the request may call the special meeting and give written notice of it.

Section 3.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting, by

mailing a copy of such notice, postage prepaid, at least ten (10) days, but no more than thirty-five (35) days before such meeting to each Member entitled to vote thereat. The notice shall be addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the date, time and place of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notice of the date, time and place, and purpose(s) of any meeting of Members may be waived by any Member, before or after the meeting, by a writing filed with the records of the Association. The attendance of any Member at any meeting without protesting, before or at the beginning of the meeting, the lack of proper notice, shall be deemed a waiver by the Member of notice of the meeting.

Section 3.4 Quorum; Adjournment. Except as may be otherwise provided by law, the Articles of Incorporation, the Code of Regulations or this Declaration, there shall be a quorum at any meeting of Members where Members who hold at least twenty percent (20%) of the total voting power of Members in good standing are present, in person or by proxy. For a vote on any matter to be valid, the quorum requirement must be met at the time of completion of that vote. If such quorum shall not be present or represented at any meeting, a majority of the Members entitled to vote thereat, shall have power to adjourn that meeting to a day which is not more than one (1) week from the day the original meeting was called. Notice of the adjournment may not be given if the time and place to which the meeting is adjourned are fixed and announced at the original meeting. When the meeting reconvenes, the quorum requirement shall be lowered to ten percent (10%) of the total voting power of the Members in good standing which must be present, in person or by proxy.

Section 3.5 Proxies. At all meetings of Members, each Member may vote in person or by proxy. The person designated a proxy need not be a Lot Owner. All proxies shall be in writing and filed with the Secretary at least twenty-four (24) hours prior to the meeting, except that the Board may waive this time requirement for a particular meeting if the waiver would not delay the meeting and would otherwise be fair and reasonable. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her Lot, except as otherwise provided in the Declaration or the Articles of Incorporation, about the proxy given to the Declarant. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering a Lot, the presentation to the Board of Trustees of a copy of the mortgage containing the proxy designation shall be notice of that designation, and, if the mortgage so states, of the irrevocability of that designation. A proxy shall be void if it is not dated or purported to be revocable without notice.

Section 3.6 Voting by Mail by Association Members. Any Association Member may cast his/her written vote by mail on any proposal voted upon at any meeting of the Members of the Association by sending such written vote to the Secretary of the Association within the period seven (7) days before the date of the meeting. Such written votes shall be filed with the records of the Association and, in no event, shall any action be taken or approved by the Association with the approval of any less than the percentage of voting power required by the provisions of the Declaration or without the consent of any party that is required by any of said

provisions. Members who have voted by mail shall not be counted in determining whether the quorum has been met at a meeting of the Members.

Section 3.7 Members. Every Lot Owner shall be a Member of the Association, and such membership shall be appurtenant to and may not be separated from ownership of any Lot. During the Control Period (as defined in the Declaration), the Association shall have Class A Members (being all Owners except Declarant) and a Class B Member (Declarant). At such time as the Class B Membership shall terminate, the Declarant, if it is then a Lot Owner, shall become a Class A Member and continue as such so long as it shall remain a Lot Owner. Class B Membership shall terminate upon the expiration of the Control Period.

Section 3.8 Voting. Each Class A Member shall be entitled to one (1) vote for each Lot owned by such Class A Member; provided that any Class A Member with respect to whom a notice of Default has been issued by the Board pursuant to the Declaration, or who has had his/her right or privilege of use and enjoyment of the Common Elements suspended pursuant to the Declaration, shall not be entitled to vote during any period in which any such Default or suspension continues; and further provided that if a Lot shall be owned by more than one (1) Lot Owner, such Lots Owners shall be deemed to constitute a single Class A Member as to such Lot for purposes of this Section. The Class B Member shall have seven (7) votes for each Lot in which the Declarant holds the interest otherwise required for Class A Membership multiplied by the number of Dwelling Units located or proposed by the Declarant to be located on such Lot, provided, however, that each Class B Membership shall terminate upon the expiration of the Control Period. At such time as Class B Membership shall terminate, the Declarant which, for any Lot, holds an interest therein otherwise required for Class A Membership, shall be deemed a Class A Member with reference to such Lot or Lots and entitled to the voting and all other rights of such Class A Member.

Unless otherwise expressly set forth by law, the Declaration, the Articles of Incorporation or these Code of Regulations, the affirmative vote of fifty-one percent (51%) of the voting power of the Members voting on any matter at a meeting of Members shall be sufficient to determine that matter, provided that any quorum requirement is met at the time of completion of that vote.

Section 3.9 Order of Business. The order of business at all meetings of Members shall be as follows: (1) calling of meeting to order; (2) roll call, determination of whether there is a quorum; (3) proof of notice of meeting or waiver of notice; (4) reading of minutes of preceding meeting; (5) reports of Officers; (6) reports of committees; (7) election of the Board of Trustees (when appropriate); (8) unfinished and/or old business; (9) new business; (10) adjournment.

Section 3.10 Action by Association Members Without a Meeting. Any action which may be authorized or taken at a meeting of the Members may be authorized or taken without a meeting in a writing or writings signed by all Members in good standing which writing or writings shall be filed with the records of the Association. Written notice of any action proposed to be taken by such written consent of Members shall be sent to all parties who are entitled to notices under the Declaration not less than ten (10) days prior to commencing the circulation of the action for written consent among the Members.

ARTICLE 4.
BOARD OF DIRECTORS-SECTION-TERM OF OFFICE

Section 4.1 Number and Term of Office. Until the third Annual Meeting, the initial Board shall consist of three (3) persons appointed by the Class B Member who shall serve until their respective successors are elected and qualified. Trustees appointed by the Declarant need not be Members of the Association. However, a Trustee elected by Class A Members shall be a Lot Owner or a spouse of a Lot Owner, except that if a Lot Owner is a corporation, partnership, joint venturer, or other entity, the Lot Owner may elect as a Trustee an officer, partner, joint venturer, or like individual affiliated with this Lot Owner.

At the third Annual Meeting, the Board of Trustees shall expand from three (3) to five (5) Trustees. At such meeting, the Class B Member shall appoint three (3) Trustees for a three (3) year term. Thereafter, at each tri-annual meeting the Class B Member, until the Control Period Special Meeting (as hereinafter defined), shall appoint three (3) Trustees for a three (3) year term.

At the third Annual Meeting, the Class A Members shall elect two (2) Trustees. One of the Trustees shall be elected for a three (3) year term and one (1) of the Trustees shall be elected for a two (2) year term. At the expiration of the terms of such Trustees, until such time as the Declarant shall transfer control of the Board to the Class A Members, the Class A Members shall, at the respective Annual Meeting, elect successor Trustees for a three (3) year term.

Within ninety (90) days after the expiration of the Control Period, the President of the Association shall call a special membership meeting ("Control Period Special Meeting"). At the Control Period Special Meeting, all Declarant appointed Trustees shall be deemed removed from office, and the Class A Members, including the Declarant if it is then an Owner, shall elect a Trustee to fill each vacancy on the Board. The terms of said elected Trustees shall be from one (1) to three (3) years, so that in any one (1) year thereafter, the terms of no more than three (3) nor less than two (2) Trustees shall expire. The three (3) Trustees with the most votes shall be the Trustees who shall serve the three-year term. Additionally, after the Control Period Special Meeting, all Trustees, and their successors, shall be elected by Class A Members and shall be elected for a three (3) year term.

Notwithstanding anything above to the contrary, the Class B Member may, by written notice to the Board, at or before any Annual Meeting, relinquish to the Class A Members, the Class B Member's right to elect one or more Trustees at such Annual Meeting pursuant to this Section.

Section 4.2 Resignation; Removal, Vacancies. A Trustee may resign at any time by giving written notice to the Board, the President or the Secretary. The resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

A Trustee appointed by Declarant may be removed by Declarant at any time, with or without cause. An elected Trustee whose removal has been proposed by a Lot Owner shall be

given an opportunity to speak at an annual or special meeting of the Members, after which that Trustee may be removed, with or without cause, by a majority vote of the Members voting at a meeting of the Members.

If a vacancy is created because of resignation, removal, or death, a successor shall be appointed or elected to serve for the unexpired term of the departed Trustee. Declarant shall appoint a successor for any appointed Trustee, and the Members shall elect a successor for any elected Trustee using the procedure set forth in Section 4.1 above, at any Annual Meeting of the Members or at any special meeting of the Members called for the purpose of filling this vacancy.

Section 4.3 Compensation. No Trustee shall receive compensation for any service he or she may render to the Association, however, any Trustee shall be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

ARTICLE 5.

NOMINATION AND ELECTION OF DIRECTORS

Section 5.1 Nomination. Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting of the Members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board at least thirty (30) days prior to each Annual Meeting of the Members, to serve from the close of such Annual Meeting until the close of the next Annual Meeting and such appointment shall be announced at each Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among Members or non-members. Notwithstanding the foregoing, as long as Declarant has the right to appoint all Trustees, Declarant also has the right to nominate all Trustees.

Section 5.2 Election. Elections to the Board shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Code of Regulations. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE 6.

MEETINGS OF DIRECTORS

Section 6.1 Annual Organizational Board Meeting. The Annual Organizational Board Meeting shall take place immediately after each Annual Meeting of the Members, at the time and place fixed from time to time by the Board.

Section 6.2 Regular Meeting. Unless waived by the Board regular meetings of the Board shall be held no less than quarterly, on the date and at the time and place fixed from time to time by the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 6.3 Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by a majority of Trustees.

Section 6.4 Notice of Meetings; Attendance by Members. Notice of the date, time, and place of organizational, regular, and special meetings of the Board shall be given to each Trustee by personal delivery, mail, facsimile, telegram or telephone at least three (3) days before the meeting. The notice need not specify the purposes(s) of the any meeting. Notice of the date, time and place of any meeting may be waived by a Trustee, before or after the meeting, by a writing filed with or entered upon the records of the meeting. Attendance of a Trustee at any meeting without protesting, before or at the beginning of the meeting, the lack of proper notice shall be deemed a waiver by the Trustee of notice of the meeting.

No notice need be given to non-Trustee Members of organizational, regular, or special meetings of the Board, however, a non-Trustee Member may attend any organizational, regular, or special meeting of the Board, but may not participate in any such meeting unless given permission to do so by the President or other officer of the Association who is presiding at the meeting. A non-Trustee Member may not vote at a meeting of the Board.

Section 6.5 Waiver of Notice. Any requirement of notice to a Trustee provided under this Article 6 may be waived by the Trustee entitled thereto by written waiver of such notice signed by the Trustee and filed with the Secretary of the Association. Attendance at a meeting is considered waiver of notice.

Section 6.6 Quorum; Adjournment. A simple majority of the Trustees then in office shall constitute a quorum for any meeting, provided that the quorum requirement must be met at the time of completion of a vote on any matter for that vote to be valid. Whether or not a quorum is present, a majority of the Trustees present at a meeting may adjourn that meeting. Notice of the adjournment need not be given if the time and place to which the meeting is adjourned are fixed and announced at the meeting.

Section 6.7 Voting Power. At any meeting of the Trustees at which a quorum is present, all matters shall be determined by a majority vote of those voting on the matter, except as may be otherwise expressly provided in the Declaration and these Code of Regulations. The President may cast an additional vote to break a tie vote on any matter.

Section 6.8 Action Taken Without a Meeting. Any action which may be taken at a meeting of the Board may be taken without a meeting in a writing or writings signed by all the Trustees, which writing(s) shall be filed with the records of the Board. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE 7.
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.1 Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Declaration, that are not specifically and exclusively reserved to the Members by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

(a) Adopt and publish Rules and Regulations (as hereinafter defined) governing the use of the Common Elements and the personal conduct of the Members, occupants and their guests thereon, and to establish penalties for the infraction thereof;

(b) Declare the office of a Member of the Board of Trustees to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Trustees;

(c) Obtain insurance coverage not less than that required pursuant to the Declaration;

(d) Enforce the covenants, conditions and restrictions set forth in the Declaration;

(e) Repair, maintain, and improve the Common Elements;

(f) With the approval of sixty-seven percent (67%) of the Class A Members, and the Class B Member, to borrow money for the purpose of constructing, equipping, improving and maintaining the Common Elements and in aid thereof to mortgage the Common Elements;

(g) Execute any loan agreement and/or promissory note for the benefit of Declarant, Developer (as defined in the Declaration) and/or Affiliated Entity (as defined in the Declaration), as the case may be, the form of which shall comply with the terms and conditions set forth in Exhibit C attached to the Declaration, which shall evidence any loan of funds made to the Association to fund a deficit;

(h) Authorize the repayment to the Declarant, Developer and/or Affiliated Entity, as the case may be, of any and all monies lent by such entity to the Association in accordance with Section 4.8 of the Declaration in funding any deficit;

(i) Suspend the voting rights of a Member during any period in which such Member shall be in Default in the payment of any Assessment levied by the Association, as more fully provided in the Declaration;

(j) Employ a manager, an independent contractor and/or such other employees as it deems necessary, and to prescribe their duties; and

(k) Exercise for the Association all powers, duties and authority vested in or delegated to the Association by provisions of these Code of Regulations, the Articles of Incorporation, or the Declaration not specifically reserved thereby to others, including any powers necessary or convenient to carry out its duties and authority. The powers of the Board shall be construed to be as broad as possible.

Section 7.2 Duties. It shall be the duty of the Board of Trustees to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any special meeting when such statement is requested in writing by Members representing thirty percent (30%) of each class of Members who are entitled to vote;

(b) Supervise all Officers, agents and employees of the Association, and to see that their duties are properly performed, with the Board having full power to hire and fire;

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

(i) Establish, enforce, levy and collect Assessments as provided in the Declaration;

(ii) Give written notice of each Assessment to every Member subject thereto within the time limits set forth therein;

(iii) Foreclose the lien against any property for which Assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Member(s) personally obligated to pay the same, or both;

(iv) Pay the Association's Common Expenses through the Assessments and/or the borrowing of funds as provided in the Declaration;

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

(e) Procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;

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

(g) Cause the restrictions created by the Declaration to be enforced; and

(h) Take all actions deemed necessary or desirable to comply with all requirements of law and the Declaration.

Section 7.3 Professional Management Contracts. The Association may delegate all or any portion of its authority, subject to the Board of Trustees supervision, to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

Section 7.4 Rules and Regulations. The Board may adopt and amend rules and regulations (hereinafter, "Rules and Regulations") for the maintenance, use, conservation, and beautification of the Property and for the health, comfort, safety, and general welfare of Members and their families, tenants, and invitees. The Board, or any committee created by the Board, may impose fines on a Member who violates, or whose family members, tenants or invitees violate the Rules and Regulations. The Board may establish a schedule of fines for particular violations of the Rules and Regulations to be paid by any Member who violates such Rules and Regulations. Any fines assessed by the Board shall be due and payable on the date the next installment of any Assessment is due. In the event that a Member shall fail to pay when due any fines assessed by the Board under this Section, then the amount of the assessed fines, in addition to any and all expenses incurred by the Board in enforcing this Section, including reasonable attorneys' fees to the extent permitted by Ohio law, may be levied as a Special Assessment against the Lot Owner in question and his or her Lot. The levying of a fine against a defaulting or delinquent Member shall not operate as a waiver of any other rights that the Board may have against such Member pursuant to the Declaration or these Code of Regulations. In the event such Rules and Regulations shall conflict with any provisions of the Declaration or these Code of Regulations, the provisions of the Declaration and of these Code of Regulations shall govern.

Section 7.5 Annual Review. The Board may arrange annually for a certified public accountant to review the Association's books. Upon written request, the Board shall provide a first mortgagee with a copy of any annual review report.

ARTICLE 8. **OFFICERS AND THEIR DUTIES**

Section 8.1 Enumeration of Officers. The Association may have a President, Vice-President, Secretary and Treasurer. The Board may create other offices from time to time. The President, Vice-President, Secretary and Treasurer shall be Members, or representatives of the Declarant.

Section 8.2 Election of Officers. Prior to the Control Period Special Meeting, the Officers of the Association will be elected by the Board of Trustees at the Annual Organizational Board Meetings. Thereafter, the Officers of the Association will be elected by the Board of Trustees promptly after the Control Period Special Meeting and at each Annual Organizational Board Meeting and the persons so elected shall take office immediately upon election.

Section 8.3 Term. The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year and until a successor is elected, unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 8.4 Special Appointments. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5 Resignation and Removal. The Board may remove any Officer at any time, with or without cause, by a majority vote of the Trustees. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6 Vacancies. A vacancy in any office may be filled by appointment of the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he or she replaces.

Section 8.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall hold more than two (2) offices simultaneously. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.4 above, or except by resolution of seventy-five (75%) percent of the Board of Trustees. No Officer shall execute an instrument in more than one capacity if the signatures of two or more Officers are required by law, the Articles of Incorporation, the Declaration or these Code of Regulations.

Section 8.8 Duties. The duties of the Officers are as follows:

(a) President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and all meetings of the Board and shall see that orders and resolutions of the Board are carried out. The President may sign all legal instruments authorized by and on behalf of the Association.

(b) Vice-President. The Vice-President shall act in the place of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the names and addresses of Members; give each Member a copy of any Rules and Regulations or amendments thereto; and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; keep proper books of accounts, specifying the receipts and expenses, together with records showing the allocation, distribution, and collection of the common profits, losses, and expenses among and from the Members; and shall prepare an annual budget and annual statement of income and expenditures to be presented to the Members at the Annual Meeting, with a copy to be mailed or delivered to each Member.

(e) Reliance on Professional Advice. As long as the Trustees and the Officers are acting in good faith, the Trustees and Officers may rely upon the advice of professionals hired or retained to advise the Association. It is understood that the Trustees and Officers will be unpaid volunteers.

ARTICLE 9. **COMMITTEES**

The Board may appoint and disband such committees as it chooses.

ARTICLE 10. **INDEMNIFICATION PROVISIONS**

In addition to any other right or remedy to which the persons hereinafter described may be entitled, under the Articles of Incorporation, Code of Regulations, Declaration, any other agreement, or by vote of the Members or otherwise, the Association shall indemnify any Trustee or Officer of the Association or former Trustee or Officer of the Association, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a Trustee or Officer of the Association, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except as to matters as to which the Trustee or Officer shall be finally adjudged in this action, suit or proceeding to be liable for willful misconduct or bad faith. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plead of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Board may purchase insurance in the amount it deems appropriate to provide this indemnification, and the cost of this insurance shall be a Common Expense. In the event of a settlement, indemnification shall be provided only in connection with those matters covered by the settlement as to which the Association is advised by counsel that the Trustee or Officer has not been guilty of willful misconduct or bad faith as a Trustee or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which a Trustee or Officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as Common Expenses. Nothing in this Section shall be deemed to obligate the Association to indemnify any Member, who is or who has been a Trustee or Officer, with respect to any duties or obligations assumed or liabilities incurred by the Member as a Member rather than as a Trustee or Officer.

ARTICLE 11.
MISCELLANEOUS

Section 11.1 Service of Notices on the Board of Trustees. Notice required to be given to the Board of Trustees or to the Association may be delivered to any Trustees or Officer of the Association either personally or by certified mail addressed to such Trustee or Officer at his/her residence address.

Section 11.2 Service of Notices on Devisees and Personal Representatives. Notice required to be given to any devisee or personal representative of a deceased Owner may be delivered either personally or by certified mail to such party at his, her or its address appearing on the records of the Court within the state of such deceased Owner is being administered.

Section 11.3 Nondiscrimination. No Member (including the Declarant) and no employee, agent, or representative of a Member shall discriminate on the basis of sex, race, color, creed, or national origin in sale or lease of any Lot, or in the use of the Common Elements.

Section 11.4 Nonwaiver of Covenants. No delay or failure on the part of the Board and/or on the part of any Officer in exercising any right, power or privilege or in failing to enforce a covenant, condition, obligation, or a provision contained in the Declaration, Articles of Incorporation, Code of Regulations, or Rules and Regulations shall be or be deemed to be a waiver thereof, or be or be deemed to be a waiver of any subsequent exercise of such a right, power, or privilege, or be deemed to be a waiver of any subsequent violation or breach of such covenant, condition, obligation, or privilege, nor shall any single or partial exercise of any right, power, or privilege preclude any other or future exercise thereof or preclude the exercise of any other right, power, or privilege. All rights, powers, and privileges given hereunder or at law or in equity are cumulative, and any one or more or all of such rights, owners, and privileges may be exercised simultaneously or consecutively.

Section 11.5 Board's Power to Bind. A lawful agreement or determination made by the Board or an Officer, in accordance with procedures established in the Declaration and Code of Regulations, shall bind all Members, their successors and their assigns.

Section 11.6 No Act of Business for Profit. These Code of Regulations shall not be construed to give the Association authority to conduct any act of business for profit on behalf of one or more Members.

Section 11.7 Books and Records. The books, records and papers of the Association shall at all time, during reasonable business hours, be subject to inspection by any Member. The Declaration, Articles of Incorporation, Code of Regulations and Rules and Regulations, if any, shall be available for inspection by any Member at the principal office of the Association or at such other reasonable place as the Board might direct, where copies may be purchased at reasonable cost.

Section 11.8 Fiscal Year. The fiscal year shall begin on the first day of January of every year, except that the first fiscal year of the Association shall begin at the date of

incorporation. The commencement date of the fiscal year herein established may be changed by the Board of Trustees.

Section 11.9 Execution of Corporation Documents. With the prior authorization of the Board of Trustees, all notes, contracts and other documents shall be executed on behalf of the Association by either the President or the Vice-President, and all checks and other drafts shall be executed on behalf of the Association by such Officers, agents or other persons as are, from time to time, by the Board, authorized so to do.

Section 11.10 Conflict. In the case of any conflict between the Articles of Incorporation and these Code of Regulations, the Articles of Incorporation shall control; and in the case of conflict between the Declaration and these Code of Regulations, the Declaration shall control.

Section 11.11 Amendments. These Code of Regulations may be amended from time to time, at any Annual Meeting or special meeting of the Members in accordance with the provisions set forth in the Declaration for amendment thereto. Notwithstanding the foregoing, the Declarant, or any person or entity whom the Declarant has designated, must consent in writing to the amendment before the amendment is effective if the amendment is passed during the Development Period.

Section 11.12 Governing Law. The Code of Regulations shall be interpreted and enforced under the laws of the State of Ohio.

Section 11.13 Perpetuities; Restraints on Alienation. If an option, privilege, covenant, or right created by the Code of Regulations shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) rule restriction restraints on alienation, or (c) any other statutory or common law rule imposing time limits, then that provision shall continue only until twenty-one years after the death of the last survivor of the now living decedents of George W. Bush.

Section 11.14 Severability. The invalidity of part or all of any provision of the Code of Regulations shall neither impair the validity of nor affect in any manner the Declaration, the Articles of Incorporation or the rest of the Code of Regulations.

Section 11.15 Heirs, Successors and Assigns. These Code of Regulations shall be binding upon and shall inure to the benefit of the Association, the Declarant, Members and the Declarant's and Members' heirs, successors, and assigns.

Section 11.16 Interpretation. These Code of Regulations shall be interpreted reasonably and in good faith. They should not be applied so strictly so as to thwart justice or common sense. Ohio law shall control. If the Code of Regulations or the Articles of Incorporation are silent on a subject, the Trustees may follow the applicable corporation laws of Ohio and shall have all powers given to a board of directors under the applicable corporation laws of Ohio. These Section headings are for convenience only and shall not affect the meaning or construction of the Code of Regulations. A reference to a specific Section without a further identification of the document containing that Section is a reference to a Section in the Code of Regulations.

Where the context requires masculine, feminine and/or neuter terminology shall include the neuter, feminine and/or masculine. Any capitalized terms used herein which are not otherwise defined, shall have the meanings as defined in the Declaration.

ADOPTED this 14th day of June, 2005.

WYNSTEAD HOMEOWNERS' ASSOCIATION,
INC., an Ohio not-for-profit corporation

By: Brian Fannin
Name: BRIAN FANNIN
Title: President

1359281.2

EXHIBIT C

Loan Agreement(s) and Promissory Note(s) to fund Operating Deficit(s) pursuant to Section 4.9 of Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Wynstead shall conform with the following provisions which shall govern the terms and conditions of said Agreement(s) and Notes(s):

1. Type of Note:

The Note(s) may be issued in any of the following forms:

(a) Demand Note:

This type of Note shall be payable on the date of demand by Lender; or

(b) Open-end Note:

This type of Note shall permit additional borrowing and prepayment of principal, without penalty; or

(c) Closed-end Note:

This type of Note shall not permit additional borrowing against this note; but prepayment of principal, without penalty, shall be permitted.

2. Method of Payment:

Repayment of the loan(s) may be by any of the following methods:

(a) Installment Plan:

This method of payment shall require payments, of both principal and interest, at regular intervals over the term of the loan; or

(b) Lump Sum Payment:

This method of payment shall require Periodic payments, of both principal and interest, for a specified time and a lump sum payment at maturity to discharge the outstanding balance of the loan; or

(c) Balloon Payment:

This method of payment shall require periodic interest payments for a specified time and a lump sum payment at maturity to discharge the outstanding balance of the loan.

3. Interest:

The Interest Rate established by Lender shall be reasonable, but no greater than two (2) percentages points over the "prime rate" as published in the Wall Street Journal and shall be designated by lender to be either:

(a) Fixed:

The Lender shall establish a rate of interest at the time of the making of the Note and this rate of interest shall remain constant over the term of the Note; or

(b) Variable:

The Lender can periodically adjust the interest rate in accordance with fluctuations in the "prime rate" as published in the Wall Street Journal.

Furthermore, Interest shall be designated by Lender to be either:

(a) Compound:

Interest shall be paid on both the principal and the previously accumulated interest; or

(b) Simple:

Interest shall be paid on the principal only and not on accumulated interest.

4. Limit on Term:

The Note(s) may be issued for a term up to, but not to exceed, ten (10) years.

5. Waiver of Defenses:

Borrower shall waive presentment, demand, protest, and notice of demand, protest, non-payment and dishonor. Borrower shall also waive all defenses based on surety ship or impairment of collateral.

6. Agreement(s) and Note(s) shall contain clauses addressing the following issues:

- (a) Order of payment
- (b) Default
- (c) Expenses
- (d) Omission or waiver by Lender
- (e) Severability
- (f) Choice of law

1330241.4

BOOK 3902 PAGE 522

BETH DECKARD - WARREN COUNTY RECORDER
Doc #: 542771 Type: DECL
Filed: 6/22/2005 14:26:47 \$ 412.00
OR Volume: 3902 Page: 473 Returns: N
Rec#: 13044 Pages: 50
KEATING MUEHLING & KLEMP P.L.L.C.

TRANSFER NOT NECESSARY
NICK NELSON, AUDITOR
WARREN COUNTY, OHIO

JUN 22 2005

NICK NELSON
AUDITOR, WARREN CO. OHIO

Wynstead
Homeowners Association

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	Front, Bear, and Side Card

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Architectural Guidelines Introduction

A Community Association's primary objective is to maintain the integrity of the neighborhood's aesthetic as defined and by doing so, maintain and improve the value of your home. In accomplishing this goal, any change to the outside of your home or lot (e.g. installing a fence) is required to meet the requirements established by the Association. In addition to the Governing Documents, the Association has adopted Architectural Guidelines to provide specificity for size, style, color, and location of an improvement (change to the outside of your home or lot).

These Guidelines have been created with care to the overall nature and plan for the Community, therefore, any improvement which deviates from the Architectural Guidelines requires written approval prior to installation. The purpose of these Architectural Guidelines is not to discourage improvements but protect your investment.

The content has been carefully crafted to benefit the Community but, as needed, the Association's governing body may approve modification that better fit the neighborhood. Should the approved version of the Architectural Guidelines not contain a type of improvement, which becomes popular in the future, the standards may expand to encompass the improvement and its requirements. In the absence of any Guideline or regulation, an improvement requires written approval prior to installation.

Some improvements, included in these Architectural Guidelines, are permitted to be installed without submitting an Improvement Application for approval, and when a, the improvement is compliant with all requirements. The reduction of Improvement Applications is intended to create a more convenient and time efficient process. However, violation of Guidelines for "Application free" improvements may result in the loss of this option for the Community, and all improvements will, once again, require an Improvement Application.

So truly serve its purpose, the Architectural Guidelines need your participation. As a homeowner in a neighborhood Association, supporting best practice contributes to the definition of both your home and Community being a place you feel *welcome home*.

Arbitrational Dispute Resolution Procedures

Homeowners are responsible for the following conditions and obligations (referenced as "Homeowner Obligations" on the Improvement Application Form) pertaining to improvements approved and installed through the review process. Some, but not all, of the Homeowner Obligations are also applicable to improvements that do not require an application to be installed.

- Construction is not to begin until written approval has been received from the Association. If construction has commenced or been completed and any part of the Application is disapproved, the property is required to be returned to its original condition at the expense of the homeowner.
- In the case that the homeowner refuses to return the property to its original condition and the Association incurs any expense (e.g., administrative, etc.) related to the construction and/or Application, the homeowner will reimburse the Association for such expense.
- The homeowner is responsible for obtaining any required permits, in accordance with applicable ordinance.
- It is the duty of the homeowner and homeowner employed contractor to determine the proposed improvement is safe structurally, mechanically, and otherwise, and that it is designed and constructed in compliance with applicable building codes, fire codes, other regulations, and good practice.
- The Association assumes no liability resulting from the approval or disapproval of any plan submitted and makes no representation regarding the adequacy or quality of any submitted plan or whether such plan complies with any or all governing authority requirements.
- The Association and any employee or member thereof shall not be liable for damages or otherwise because of the approval or disapproval of any Application Packet.
- Any improvement shall not detrimentally affect the proper drainage of any portion of area or surrounding it. The homeowner is responsible for the correction and related expense of any drainage problem to such area as a result of the improvement.
- There are architectural requirements in the Governing Documents and rules/procedures established by the Board.
- If approved, the homeowner must maintain the improvement(s) per the Governing Documents and Architectural Guidelines.
- Any variation from the Application Packet must be submitted for approval.

Architectural Guidelines
Structure, Material and Color & Appearance
Landscaping

These images/illustrations are meant to be used only as examples and points of reference. An Improvement type, material, style, or location depicted in these examples may not be permitted and/or approved for your lot, community or neighborhood. Review the approved Architectural Guidelines for applicable restrictions and requirements.

AC Unit



Architectural Guidelines

Fence Type (Fence)

These images/illustrations are meant to be used only as examples and points of reference. An Improvement type, material, style, or location depicted in these examples may not be permitted and/or approved for your lot, community or neighborhood. Review the approved Architectural Guidelines for applicable restrictions and requirements.

Example Board Fence



Example Board Fence



Example Split Rail Fence



Example Split Rail Fence

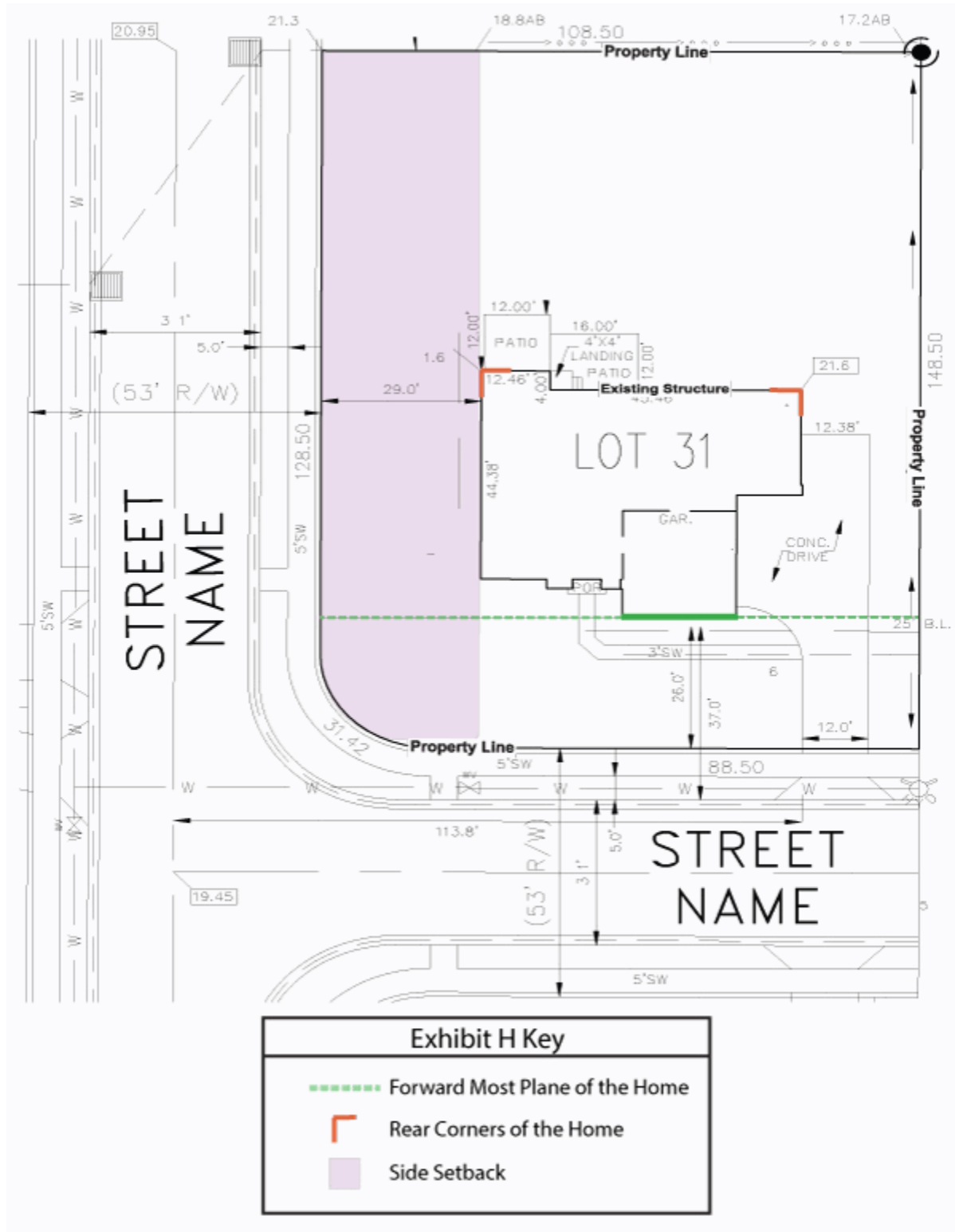


Cross-hatched Fence



Architectural Ordinance Side Setback, Rear Corner, & Forward Most Plane of the Home

These images/illustrations are meant to be used only as examples and points of reference. An Improvement type, material, style, or location depicted in these examples may not be permitted and/or approved for your lot, community or neighborhood. Review the approved Architectural Guidelines for applicable restrictions and requirements.

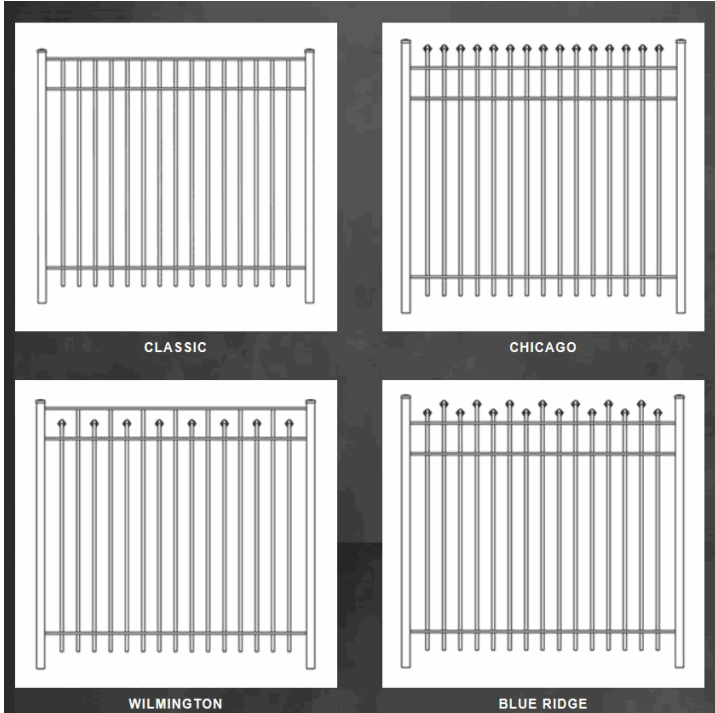


Architectural Details

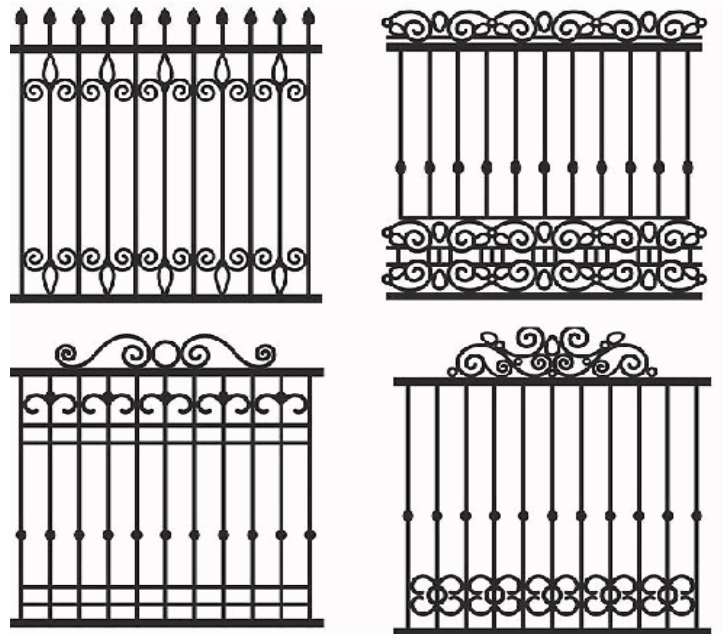
Fence Type (Meta)

These images/illustrations are meant to be used only as examples and points of reference. An Improvement type, material, style, or location depicted in these examples may not be permitted and/or approved for your lot, community or neighborhood. Review the approved Architectural Guidelines for applicable restrictions and requirements.

Panel



Gate



Architectural Guidelines
Primary Fence
Type

These images/illustrations are meant to be used only as examples and points of reference. An Improvement type, material, style, or location depicted in these examples may not be permitted and/or approved for your lot, community or neighborhood. Review the approved Architectural Guidelines for applicable restrictions and requirements.

"Solid Board"



"Solid Board" with B&B



Load Board



Shaded



Lattice



Architectural Guidelines

Backboard Placement

These images/illustrations are meant to be used only as examples and points of reference. An Improvement type, material, style, or location depicted in these examples may not be permitted and/or approved for your lot, community or neighborhood. Review the approved Architectural Guidelines for applicable restrictions and requirements.

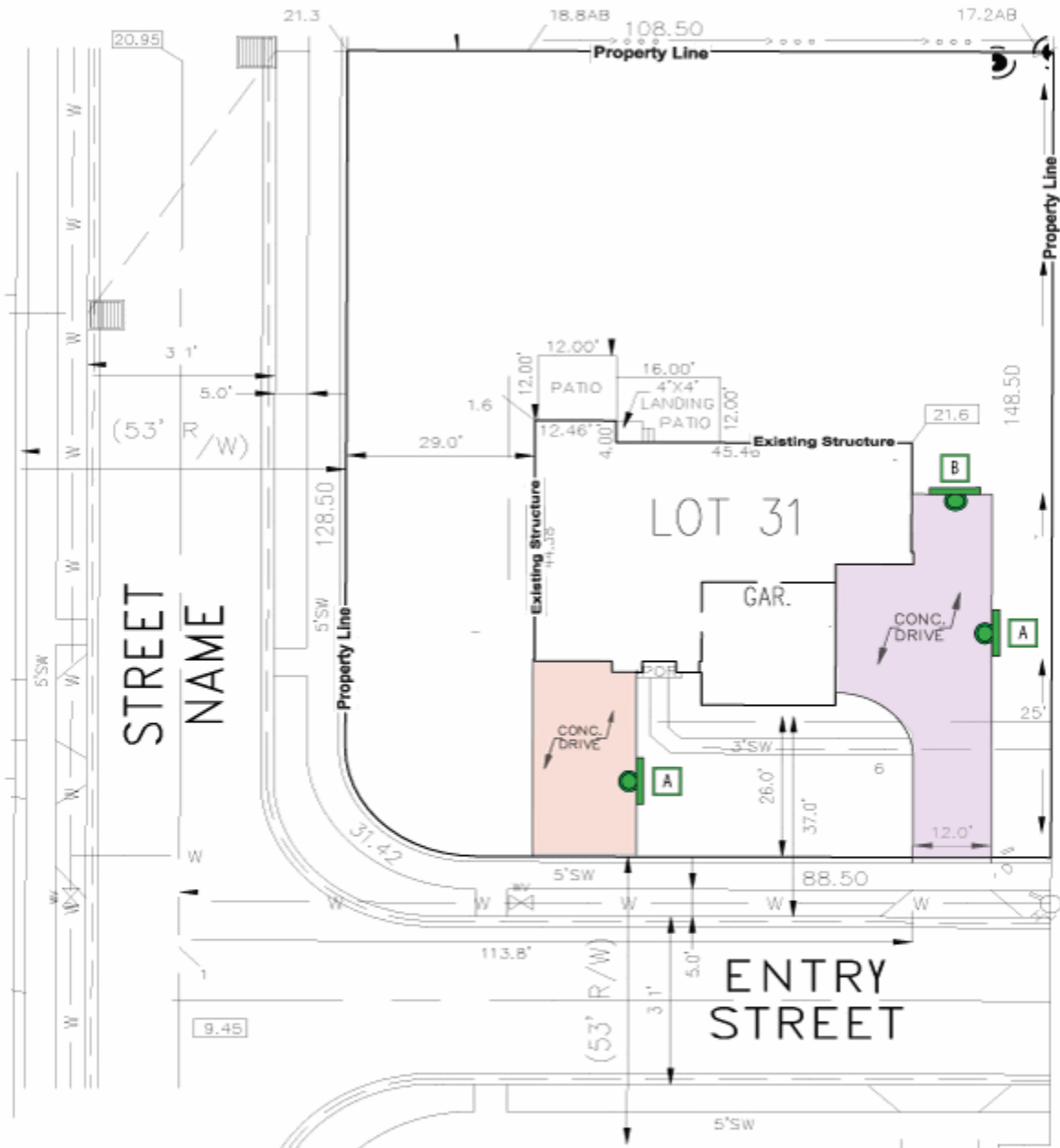
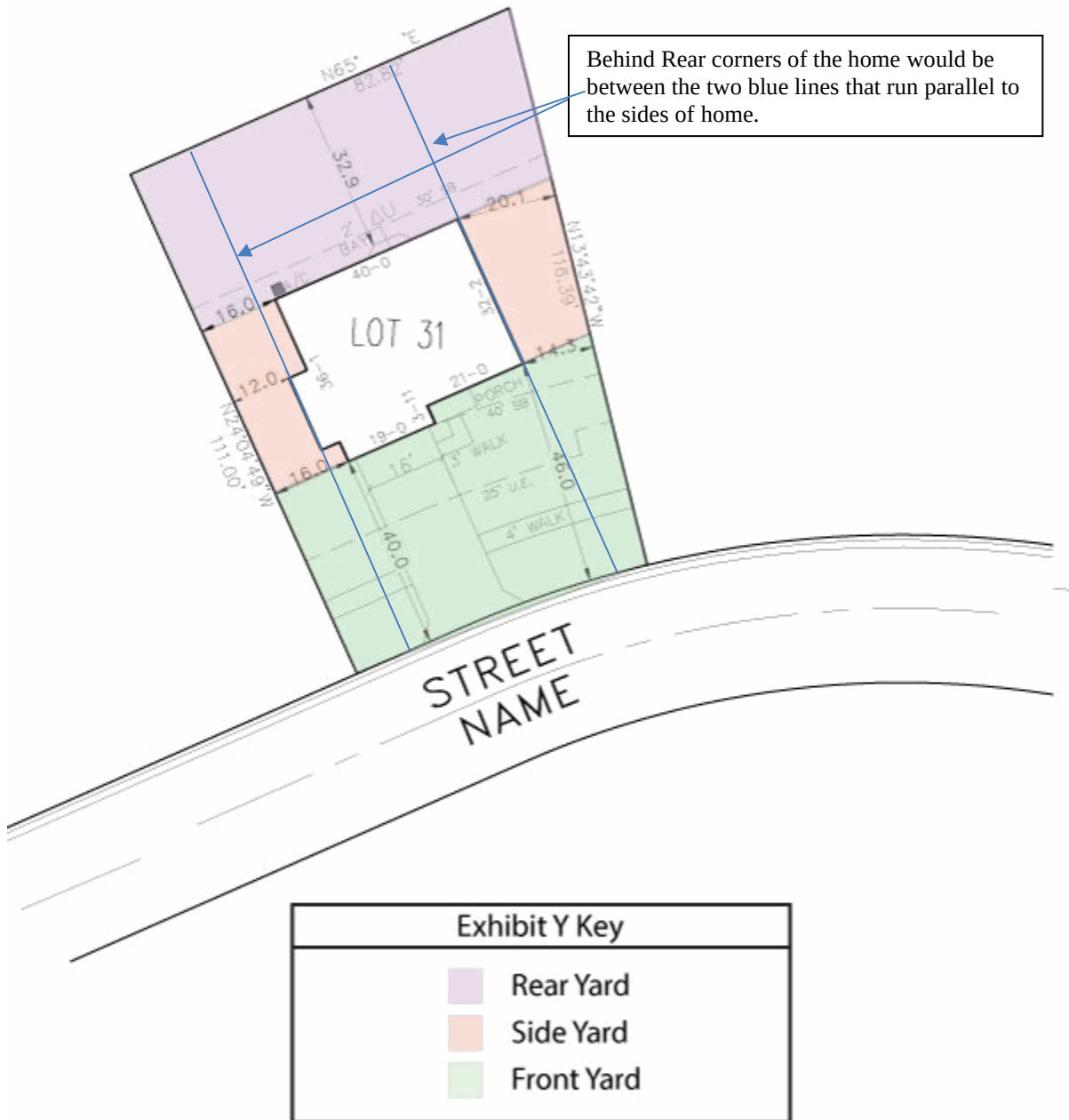


Exhibit X Key	
 Side Entry Driveway	 Perpendicular to entry street
 Front Entry Driveway	 Parallel to entry street
 Backboard	

Architectural Guidelines

Front, Rear, and Side Yard

These images/illustrations are meant to be used only as examples and points of reference. An Improvement type, material, style, or location depicted in these examples may not be permitted and/or approved for your lot, community or neighborhood. Review the approved Architectural Guidelines for applicable restrictions and requirements.



Archie

General

- A free-standing structure consisting of 4 posts, an arched roof, and trellis work

ALLA

- This type of structure is Permitted in this zoning unit and its neighborhood

APPLICATION

- An In-process Application is Required for this type of structure

MAINTENANCE

- Must be erected so as to provide a clean, professionally installed appearance, and all approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the structure, including replacement of damaged, broken or missing parts thereof, and painting and staining as appropriate

LOCATION

- Must be installed behind the rear corner of the house
- May not be installed in such a way that would inhibit drainage pattern
- For corner lots, may be placed no closer to the street than the front building setback, regardless of how the setback is measured by zoning on the non-front facing side of the lot, i.e. the side yard setback lot to the front yard setback for purposes of locating the structure
- Any lot that adjoins a landscape is subject to additional restrictions for an In-process application proposed to be installed within 10 ft of the landscape structure, within the aforementioned 10 ft perimeter, are to be installed no higher than 4 ft above grade, so as not to impede sight visibility

MATERIAL & COLOR

- Permitted to be metal, which is either dark bronze or black in color
- Permitted to be wood that is stained a natural wood color

Height

- The tallest point of the structure must be no higher than 8 ft above grade

IMAGE

- For an illustration and example of side setback, rear corner of the house, and second floor Plane of the house, refer "Exhibit A"

Article 10

10-00000000

- Off-site structure extended in an affixed position and impermanently installed on an exterior wall of the home, in order to provide protection, against the sun

10-00000000

- This type of improvement is Permitted in this area of unity and neighborhood

APPLICABLE

- An Improvement Application is required for this type of improvement

MAINTENANCE

- Must be erected so as to provide a clean, professionally installed appearance, and all approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the awning, including replacement of damaged, broken, or missing parts
- If replacement or repair causes a variance in material, color, or appearance to the originally approved awning, the variance must comply with the restrictions current at the time the replacement or repair is made. Another variance caused by replacement or repair require approval obtained through the Application review process

LOCATION

- Permitted to be installed only on the rear wall of the home
- Must be installed in such a way that the roof line shape remain unchanged

MATERIAL COLOR

- Vinyl and fabric are prohibited
- Solid impermissible which is treated or stained a natural color
- Ornamentation is permitted in the color of black, dark bronze, or white which is encouraged to match the trim, which is in close proximity to the awning
- Finishes are required to be a match (in both material and color) to the finish of the existing home

Baseball Poles

General

- Inadequate baseball and pole which is installed in the ground or on a building if temporarily or permanently attached to the home, standard baseball poles are not permitted.

Installation

- This type of installation is Permitted in this city and its neighborhood.

Application

- An Installation Application is not required for this type of installation.
- If the Ordinance does not require an Application for an installation to be installed, then the installation is only considered approved for installation if the installation adheres to applicable restrictions and requirements of the approved Architectural Ordinance, Ordinance, and Ordinance.
- If the installation violates the aforementioned ordinance, then the installation requires approval via the Application process. The owner is subject to the citation process if a non-compliant installation is installed without approval.

Maintenance

- Must be erected so as to provide a clean, professionally installed appearance, and all approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the installation, including replacement of damaged, broken, or missing parts.
- If replacement or repair causes a variance in material, color, or appearance to the originally approved installation, the variance must comply with the restrictions current at the time the replacement or repair is made. Another variance caused by replacement or repair requires approval obtained through the Application review process.

Location

- Not permitted to be installed on the home. If permanently installed, in compliance with Arch Ordinance "Exhibit 1."

Material and Color

- Baseball is to be white or clear in color, and a minimum length of 5 ft.
- The pole is permitted to be black in color.
- Netting may not be used.

Signage

- Baseball is to be a minimum length of 5 ft.

MBLLIM

- Lighting is permitted to be attached to the Baseball Game.
- Any attached or detached accessories, e.g., safety net, are required to be stored when the Baseball Game is not actively being used.

IMA

- Representative placement of the Baseball Game on the lot, refer to "Exhibit 1"

General

- Graded road (or similar material) which is built above grade and adjacent to the existing home

ALLA

- This type of lot is present in Permitted in this city and its neighborhood

APPLICATION

- An Lot is present Application is required for this type of lot present

MAINTENANCE

- Must be erected so as to provide a clean, professionally installed appearance, and all approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the lot present, including replacement of damaged, broken, or missing parts
- If replacement or repair causes a variance in material, color, or appearance to the originally approved lot present, the variance must comply with the restrictions current at the time the replacement or repair is made. All other variances caused by replacement or repair require approval obtained through the Application review process

LOCATION

- Must be located behind the rear corner of the home
- Must be placed outside of building setbacks as required by zoning setbacks and restricted easements

MAINTENANCE OF COLOR

- Painting is permitted to be any color or color combination not permitted
- Pressure treated wood must be sealed or stained, provided the stain is transparent or semi-transparent hardwood must be treated or sealed
- If decking is wood, then the railing is permitted to be wood, bronze or black metal, or wood, provided the wooden railing is identical to the material and color of the wooden decking
- If decking is any color, then the railing is permitted to be wood, bronze or black metal, or any color, provided the any color railing is identical to the material and color of the any color decking
- Stair, stair tread, and a handrail (such as benches and planter) are to be the same material and color as the decking
- Posts are permitted to be wood, any color, or any material and color of posts may differ from decking
- Posts are permitted to be wrapped in trim, provided the trim is either a natural wood color or the same color as the trim on the home
- Posts are permitted to include any detail, provided the any detail has the same material and color of any detail on the home

ACCESS

- If the underside of a deck is required for storage, then the deck is required to incorporate lighting, in order to obscure the view of adjacent properties and/or streets
- Lighting is to be wood which is stained, painted, or sealed to match the color of the decking a designated point of access (a gate or removable component) is required
- Lighting is permitted to be lattice or a type in which the lighting is installed in a linear direction (i.e. a board are perpendicular to the ground)
- Corner lattice or lattice type lighting are required to utilize and cap in a non the side(s) of the deck lighting, which is visible to the street(s)

IMAGE

- For an illustration and example of side setbacks, rear corner of the home, and rear of lot Plane of the home, refer to "Exhibit 1"

Exterior Lighting

Lighting

- Lighting fixture installed for the purpose of decoration or to supplement primary installed exterior lighting

Lighting

- Lighting fixture installed in Permitted in this community and neighborhood

Application

- An Lighting Application is not required for this type of Lighting
- If the Guideline does not require an Application for an Lighting to be installed, then the Lighting is only considered approved for installation if the Lighting adheres to applicable restriction and requirements of the approved Architectural Guideline, Governing Ordinance, and Ordinance
- If the Lighting varies from the aforementioned directive, then the Lighting requires approval via the Application process. Exceptions are subject to the citation process policy if a non-compliant Lighting is installed without approval

Maintenance

- If replacement or repair causes a variance in material, color, or appearance to the approved Lighting, the variance must comply with the restriction current at the time the replacement or repair is made. Another variance caused by replacement or repair requires approval obtained through the Application review process
- Must be erected and provide a clean, professionally installed appearance, and all approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the Lighting, including replacement of damaged, broken, or missing parts

Location

- Permitted to be installed in the front, side, or rear yard, and no placement or directional light of the light does not cause glare or nuisance
- Not permitted to be installed on the exterior wall or roof of the home

Material Color

- Lighting should be natural or white in color at all times of the year the fixture should not cause a glare or nuisance

Exterior Lighting

General

- Light fixture installed on an exterior wall typically rated by a door

ALL

- This type of lighting is Permitted in this community and neighborhood

APPLICATION

- An Lighting Application is not required for this type of lighting
- If the Guideline does not require an Application for an Lighting to be installed, then the Lighting is only considered approved for installation if the Lighting adheres to applicable restrictions and requirements of the approved Architectural Guideline, Governing Ordinance, and Ordinance
- If the Lighting varies from the aforementioned directive, then the Lighting requires approval via the Application process. Exceptions are subject to the citation process if a non-compliant Lighting is installed without approval

MAINTENANCE

- If replacement or repair causes a variance in material, color, or appearance to the approved Lighting, the variance must comply with the restrictions current at the time the replacement or repair is made. Another variance caused by replacement or repair requires approval obtained through the Application review process
- Must be erected so as to provide a clean, professionally installed appearance, and approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the Lighting, including replacement of damaged, broken, or missing parts

LOCATION

- The light's directional cast should not create a glare or nuisance

MAINTENANCE OF LIGHT

- Light bulb should be natural or white in color at all times of the year the fixture should not cause a glare or nuisance

Chapter 10.000 Yard Limits

10.000.010

- Condition of a light fixture mounted atop a post, which is installed in the front yard

10.000.020 ALLA

- This type of improvement is Permitted in this city and its neighborhood

APPLICABLE

- An Improvement Application is not required for this type of improvement
- If the Guideline does not require an Application for an improvement to be installed, then the improvement is only considered approved for installation if the improvement adheres to applicable restrictions and requirements of the approved Architectural Guideline, Governing Ordinance, and Ordinance
- If the improvement varies from the aforementioned directive, then the improvement requires approval via the Application process. All owners are subject to the citation process if a non-compliant improvement is installed without approval

MAINTENANCE

- If replacement or repair causes a variance in material, color, or appearance to the approved improvement, the variance must comply with the restriction current at the time the replacement or repair is made. Another variance caused by replacement or repair requires approval obtained through the Application review process
- Must be erected so as to provide a clean, professionally installed appearance, and all approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the improvement, including replacement of damaged, broken, or missing parts
- Both the fixture and post must match the height, style, color, dimensions, design, location, and material of the original light installed by the bidder

LOCAL

- The light's directional cast should not create a glare or nuisance

MAINTENANCE OF LIGHTS

- Lights should be naturally white in color at all times of the year; the fixture should not cause a glare or nuisance
- Lights should remain on from dusk to dawn; with this, the use of photocell is encouraged

MBLIM

- Lights are not permitted on or around the yard light
- Planter may not be hung from the yard light
- Landscaping (e.g. flowers) should not be installed around or permitted to grow on the yard light
- Any path installed around the yard light must match the path installed on the lot
- Decorative items are discouraged, but if installed must be neutral in color, which are hard to see with color of the house

Fence Installation

General

- Any bearing or barrier installed primarily for the containment of pet

Installation

- This type of fence is Permitted in this community and its neighborhood

Application

- An Installation Application is not required for this type of fence
- If the Guideline does not require an Application for an fence to be installed, then the fence is only considered approved for installation if the fence adheres to applicable restrictions and requirements of the approved Architectural Guideline, Governing Ordinance, and Ordinance
- If the fence varies from the aforementioned directive, then the fence requires approval via the Application process. All fences are subject to the citation process if a non-compliant fence is installed without approval

Maintenance

- Must be erected so as to provide a clean, professionally installed appearance, and all approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the fence, including replacement of damaged, broken, or missing parts

Location

- May not be installed in a way that would inhibit water flow drainage, fire, or accessibility and they may be a concern for the installation of Inhibitor Fence in the area, in the area, or the line
- Must be located within property line
- Must be located no closer than 5 ft from any sidewalk or public path or way

Article 100r

100r 100r

- Any above ground barrier with greater than 50% opacity (restricted visibility) designed to enclose or contain an area, shield buildings, or otherwise provide a visual barrier between properties

100r **ALLA** 100r

- This type of lot present is permitted (not Permitted) in this zoning unit and its neighborhood

Fence Yard

10.01.01

- Any above ground barrier with 50% open design intended to enclose or contain an area, shield, block, or otherwise provide a visual barrier between properties

10.01.02 ALLA

- This type of fence is permitted in this zone and neighborhood

APPLICABLE

- An In-process Application is required for this type of fence

MAINTENANCE

- Fence must be erected so as to provide a clean, professionally installed appearance, and all approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the fence, including replacement of damaged, broken, or missing parts
- If replacement or repair requires a variance in material, color, or appearance to the originally approved fence, the variance must comply with the restrictions current at the time the replacement or repair is made. All other variances required by replacement or repair require approval obtained through the Application review process

LOCATION

- Fence must be installed behind the rear corner of the house. A fence must not be located within the property line. Placement of a fence on a property line constitutes the approved intent of the property owner that a fence on a neighboring property may be erected to "tie-in" to such fence so that duplicate, parallel fences on adjacent properties can be avoided
- May not be installed in easement in such a way that would inhibit water flow, drainage, etc., or access. Easement must likely to be a concern for installation of fence in order and shape, drainage, in easement, or shoreline
- Homeowner is responsible for the maintenance of the entire lot. If the placement of an approved fence results in the creation of an area on the lot that is not fenced in, it is still the homeowner's responsibility to maintain that area without trespassing or entering upon a neighboring property. If such an area is created, it is strongly recommended by the board to build a gate to access that area to ensure it is maintained without encroaching on neighboring property.
- For corner lots, fence placed in side yard shall extend no closer to the street than the front building setback, regardless of how that side setback is measured by zoning on the non-front facing side of the lot. In other words, the side yard setback must equal the front yard setback for purposes of locating a fence

MATERIAL COLOR

- Hard fences are to be composed of wood or metal
- Wood hard fences must be stained a natural wood color, white or sealed with a transparent sealer of the color(s) is required to be the same color as the fence
- Wood hard fences are required to be in the style of Kentucky Board or split rail style of the color(s) is required to be in the same style as the fence
- Must provide secure enclosure, non-reflective coated metal wire mesh is permitted as an integral part of a wood hard fence

10.01.03

- Fences are permitted to be a maximum of 4' in height

IMAGES

- For example of fence styles, refer "Exhibit A" and "Exhibit B"
- For an illustration and example of side setback, rear corner of the house, and hard set Plane of the house, refer "Exhibit C"

Fire Pits

Description

- A pit dug into the ground or a free-standing structure, in which a contained outdoor fire is made

Installation

- This type of fireplace is Permitted in this city and neighborhood

Application

- An Fireplace Application is not required for this type of fireplace
- If the Guideline does not require an Application for an fireplace to be installed, then the fireplace is only considered approved for installation if the fireplace adheres to applicable restrictions and requirements of the approved Architectural Guideline, Governing Ordinance, and Ordinance
- If the fireplace violates the aforementioned directive, then the fireplace requires approval via the Application process. Owners are subject to the citation process if a non-compliant fireplace is installed without approval

Maintenance

- Must be erected so as to provide a clean, professionally installed appearance, and all approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the structure, including replacement of damaged, broken or missing parts thereof, and painting and staining as appropriate

Location

- Must be installed behind the rear corner of the home
- May not be installed in such a way that would inhibit drainage pattern
- More restrictive zoning, building, "Open Burning" regulations, and fire code changes supersede this Guideline

Material Color

- Permitted to be a color that is in line (color and color) of a color detail on the home
- Permitted to be a color which is either dark bronze or black in color

Signage

Signage

- A piece of fabric (not often rectangular or quadrilateral) with a distinctive design used as a symbol, designation, device, decoration, or means to convey a message or idea

Signage

- This type of sign is Permitted in this city and neighborhood

APPLICATION

- An In-process Application is not required for this type of sign
- If the Guide does not require an Application for an In-process to be installed, then the In-process is only considered approved for installation if the In-process adheres to applicable restrictions and requirements of the approved Architectural Guide, Governing Ordinance, and Ordinance
- If the In-process varies from the aforementioned direction, then the In-process requires approval via the Application process. Exceptions are subject to the discretion process only if a non-compliant In-process is installed without approval

MAINTENANCE

- Seasonal holiday flags not comply with restrictions outlined in the Holiday Decoration Guide

LOCATION

- The American flag, state flag, and POW/MIA flag may be displayed on either a flagstaff that is adjacent an exterior door or a flagpole that is installed within property line (please reference federal and state requirements regarding the use and display of the aforementioned flag). The Board and member is permitted to display a company flag, instead of or in addition to, the aforementioned flag
- Flags (excluding the American flag, state flag, and POW/MIA flag) not be displayed adjacent exterior door or in a flagstaff that is properly affixed to the home. Flagpoles are not permitted to display flag (excluding the American flag, state flag, and POW/MIA flag)

SIZE

- Maximum dimensions permitted are 2 ft x 3 ft (excluding the American flag, state flag, and POW/MIA flag)

Arbor

General

- A piece of ground used for growing fruit and/or vegetable in a Garden may be planted, maintained, or harvested for commercial purposes

Installation

- This type of installation is Permitted in this community and/or neighborhood

Application

- An Installation Application is required for this type of installation

Maintenance

- During the active planting and growing season(s) for the plant type(s) located in the Garden by the owner/tenant, the garden shall be and remain properly maintained and seeded to prevent growth of a plant material outside of or over the boundary of the Garden. During any season that there is no active growth of plants purposefully planted by the property owner/tenant in the Garden, the Garden shall be maintained in a weed-free condition
- With the exception of seasonal weather-dependent day-to-day de and/or frost protection of intentionally planted plants, no Garden shall be 'blanketed' or otherwise covered with tarp or similar items
- If the Garden does not have a solid structural boundary (for example but not by way of limitation, landscape timber), the seasonal height permitted is 1.5 ft. Seasonal planting practices related to fire risk (chain-link or chicken wire is not permitted) may be incorporated into the boundary, provided it does not exceed the height of the boundary

Location

- Required to be installed in the rear yard at a minimum of 5 ft from any property line
- For corner lots, the installation is permitted to be no closer than the building setback on any side of the lot facing any side street

Material and Color

- The Garden is permitted to be installed in a rectangular shape
- Any yard may have a garden that constitutes more than 25% of the entire rear yard

Size

- Maximum dimensions permitted are 16 ft x 8 ft

Image

- For an illustration and example of side setback, rear corner of the lot, and rearward Set Plane of the lot, refer to "Exhibit 1"

Article

1000000

- A free-standing roofed structure with sides that are at least 50% open/transparent

1000000 ALLA

- This type of structure is Permitted in this zone and neighborhood

APPLICABLE

- An In-process Application is Required for this type of structure

MAINTENANCE

- Must be erected so as to provide a clean, professionally installed appearance, and a contractor is conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the structure, including replacement of damaged, broken or missing parts thereof, and painting and staining as appropriate

LOCATION

- Must be installed behind the rear corner of the home
- May not be installed in such a way that would inhibit drainage pattern
- For corner lots, In-process may be placed no closer to the street than the front building setback, regardless of how the setback is measured by zoning on the non-front facing side of the lot, i.e. the side yard setback set back from the front yard setback for purposes of locating the structure
- Any lot that adjoins a lot and is subject to additional restrictions for an In-process proposed to be installed within 10 ft of the lot and proposed, within the aforementioned 10 ft perimeter, are to be installed with a base no higher than 4 ft above grade, so as not to impede sight visibility

MAINTENANCE OF COLOR

- A roof which is flat or a one-pitch type is prohibited
- The roof is permitted to be metal, which is either dark bronze or black in color
- The roof is permitted to be wood that is stained a natural wood color
- Shed roofs are not required to be shingled
- If the roof is shingled, then the roof shingles may be cedar or asphalt. Cedar shingles must either be stained the same color as the other wooden elements of the cabin or a solid color match to the color of the home's roof. Asphalt shingles must be a solid color match to the existing home's roof
- Each roof structure must be at least 50% open or transparent
- Posts are permitted to be metal, which is either dark bronze or black in color
- Posts are permitted to be wood that is stained a natural wood color

1000000

- The tallest point of the structure must be no higher than 14 ft above grade

1000000

- For an illustration and example of side setback, rear corner of the lot, and front Plane of the lot, refer to "Exhibit 1"

Drill Pore

Definition

- An outdoor device in fire such as a natural gas, propane, charcoal, or electric which is not permanently attached to a structure and is designed to be used in a deck, patio, or other outdoor living area.

Installation

- This type of equipment is Permitted in this community and its neighborhood.

Application

- An Equipment Application is not required for this type of equipment.
- If the Ordinance does not require an Application for an equipment to be installed, then the equipment is only considered approved for installation if the equipment adheres to applicable restrictions and requirements of the approved Architectural Ordinance, Government Code, and Ordinance.
- If the equipment violates the aforementioned direction, then the equipment requires approval via the Application process. Violations are subject to the citation process only if a non-compliant equipment is installed without approval.

Location

- Permitted on deck, patio, and other outdoor living area.
- Not permitted on driveway, unimproved area, front porch, sidewalk, or entry steps.
- Equipment mounted on wheels or trailer may only be used in rear yard.

Appearance

- Must be covered by a fitted cover when not in use.
- Equipment mounted on wheels or trailer must be stored inside a garage or other permitted storage structure when not in use.

Guidelines

General

- Adornment or ornament that is added to the exterior of a home or lot for a limited time in accordance with a holiday

Installation

- This type of ornament is Permitted in this community and neighborhood

Application

- An Ornament Application is not required for this type of ornament
- If the Guideline does not require an Application for an ornament to be installed, then the ornament is only considered approved for installation if the ornament adheres to applicable restrictions and requirements of the approved Architectural Guideline, Governing Ordinance, and Ordinance
- If the ornament violates the aforementioned directive, then the ornament requires approval via the Application process. Homeowners are subject to the citation process if a non-compliant ornament is installed without approval

Material

- Inter holiday decoration may be displayed during the period beginning no earlier than the day after Thanksgiving and no later than February 1
- Another holiday decoration may be displayed during the period beginning ten (10) days prior to the day of the holiday and ending ten (10) days after the holiday

Location

- May be located within property line may not be placed on Association owned property
- Placement is not to impede or obstruct view for pedestrian and driver

Material Color

- Outdoor lighting should be designed for outdoor use both placement and attachment should not create glare or nuisance

Exterior Color

General

- The exterior of a home, including, but not limited to roof, front side garage door, siding, chimney detail, trim, and gutter.

ALLA

- This type of improvement is Permitted in this city and neighborhood.

APPLICATION

- An Improvement Application is required for this type of improvement.

MAINTENANCE

- Paint maintenance or "touch up" of existing paint and stain is permitted without an Improvement Application, if the exact color, sheen, and opacity is used.
- Replacement or repair of the existing exterior, e.g. replacing shingles on the roof, is permitted without an Improvement Application, as long as there is no variance in material, color, or style to the originally installed exterior.

MAINTENANCE COLOR

- Paint samples must accompany any Improvement Application for either part (e.g. front door) or all of the exterior (e.g. siding). A key for the paint samples must be provided; the key should identify the color change area, and its corresponding paint sample.
- There is not an approved paint and stain color list. Evaluation criteria for exterior color selection are as follows, but not limited to: (a) Reasonably conform and harmonize with surrounding (b) Excessively bright colors not normally used on home exteriors are not permitted (c) Proposed colors must be noticeably different than the existing colors of the home directly across and next to the home proposing the change.

IMAGE

- All Exterior Improvement Applications require the homeowner to submit a picture of the home's exterior(s), which is facing (visible) from the street(s).
- Except for front door and Exterior Improvement Applications, the homeowner is also required to submit a picture of the home exterior(s) which are facing visible from the street of their 1-3 neighbors, which are on either side and across from their home.

Landscaping

General

- The purpose of the architectural aesthetic appearance and the hardscape features with the addition of vegetation, flora, plants, trees, and shrubs

ALLA

- This type of landscape is Permitted in this community and the neighborhood

APPLICATION

- An Landscape Application is not required for this type of landscape

MAINTENANCE

- If the replacement is identical to the original plant, tree, shrub, etc., no Landscape Application is required
- It be erected/planted and provide a professionally installed appearance

LOCATION

- May not be installed in easements in such a way that it inhibit drainage patterns
- It be planted with consideration for neighboring properties and within property lines with no plant material extending beyond the limitation should be chosen with the consideration for the plant's size once it has matured
- Any alteration or replacement and/or any not state a Association requirement (e.g. street tree or in the number of trees on each lot)
- For reason of safety, and/or any may not be installed in such a way that obscure the view of the address displayed on the home's exterior
- Any lot that adjacent a lot and is subject to additional restriction for an Landscape proposed to be installed within 10 ft of the lot and/or proposed, within the aforementioned 10 ft perimeter, are to be installed no higher than 4 ft above grade, and not to impede sight visibility

MAINTENANCE CODE

- Landscaping selection are encouraged to be an identical or similar match to the landscape that is originally or currently installed in individual lots and/or common area

Other

- Plant material should relate to the style and character of the land and home

IMAGE

- For an example of a unit screening, refer "Exhibit A"
- For an illustration of front, rear, and side yard, refer "Exhibit B"

Mailbox Installation

General

- Must be a wooden post installed into the ground to support a single box and additionally, a separate, smaller box for newspaper delivery

Installation

- This type of installation is Permitted in this community and neighborhood

Application

- An Installation Application is not required for this type of installation
- If the Guideline does not require an Application for an installation to be installed, then the installation is only considered approved for installation if the installation adheres to applicable restrictions and requirements of the approved Architectural Guidelines, Governing Documents, and Ordinance
- If the installation varies from the aforementioned directives, then the installation requires approval via the Application process. Exceptions are subject to the discretion process only if a non-compliant installation is installed without approval

Maintenance

- Must be erected and provide a clean, professionally installed appearance, and all approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the mailbox unit, including replacement of damaged, broken, or missing parts
- Both the box and post must match the height, style, color, dimensions, design, location, and material of the original mailbox installed by the builder
- If replacement or repair causes a variance in material, color, or appearance to the originally installed mailbox unit, the variance must comply with the restrictions current at the time the replacement or repair is made. Another variance caused by replacement or repair requires approval obtained through the Application review process

Material Color

- Newspaper boxes are required to be installed below the box of the mailbox unit

Mailbox Location

- Planting (including and around and planter) is permitted on or around the mailbox unit
- Any path installed around the mailbox unit must match the path installed on the lot
- Decorative rock is discouraged, but if installed must be neutral colors which are harmonious with colors of the home

Part 1

10.01.01.01

- Any paved area adjacent to a house with no roof

10.01.01.02

- This type of improvement is Permitted in this city and its neighborhood

APPLICABLE

- An Improvement Application is Required for this type of improvement

MAINTENANCE

- Must be erected so as to provide a clean, professionally installed appearance, and all approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the structure, including replacement of damaged, broken or missing parts thereof, and painting and staining as appropriate

LOCATION

- Must be located in the rear yard within the property line and comply with all jurisdictional setbacks
- May not be installed in such a way which would impede the drainage
- For corner lots, improvement may be placed no closer to the street than the front building setback, regardless of how the setback is measured by zoning on the non-front facing side of the lot. In other words, the side yard setback must equal the front yard setback for purposes of locating the patio
- Must be located behind rear corner of the house

MATERIALS

- Materials, or stamped concrete is permitted in accordance with the existing house
- Brick pavers which directly abut the brick on the existing house is permitted if no brick is used on the exterior of the existing house, brick is permitted in accordance with the existing house
- Stone which directly abuts the stone on the existing house is permitted if no stone is used on the exterior of the existing house, stone is permitted in accordance with the existing house
- Applicable lighting is permitted to be installed for the illumination of the patio area, and the location and installation must be a nuisance to the neighboring house

Other

- Other restrictions other than cited by ordinance, e.g. impermissible surface replacement

IMAGE

- For an illustration and example of side setback, rear corner of the house, and rearward Set Plane of the house, refer to "Exhibit 1"

Plaque

General

- A structure erected outside for children to play on and around

ALLA

- This type of structure is Permitted in this city and neighborhood

APPLICATION

- An Application is not required for this type of structure
- If the Guideline does not require an Application for an structure to be installed, then the structure is only considered approved for installation if the structure adheres to applicable restrictions and requirements of the approved Architectural Guideline, Governing Ordinance, and Ordinance
- If the structure varies from the aforementioned directive, then the structure requires approval via the Application process. All structures are subject to the citation process if a non-compliant structure is installed without approval

MAINTENANCE

- Must be erected so as to provide a clean, professionally installed appearance, and all approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the structure, including replacement of damaged, broken or missing parts thereof, and painting and staining as appropriate

LOCATION

- Must be behind the rear corner of the house.
- Placed on the lot with the intention to minimize visibility from the street
- Any lot that adjoins a street is subject to additional restrictions for an structure proposed to be installed within 10 ft of the street or proposed lot, within the aforementioned 10 ft perimeter, are to be installed no higher than 4 ft above grade, and not to impede sight visibility

MATERIALS AND COLOR

- Structure must be constructed of wood, engineered plastic, or particle board. Majority of frame cannot be metal
- Wood playsets are to be clear-coated, stained a natural wood tone to present the natural grain of the wood, or painted to match the primary color(s) of the house on the lot
- Any solid roof structure must be designed to match the house on the lot. Non-engineered plywood roof or similar materials are permitted

Height

- Must be in line to a maximum height of 12 ft above the ground, including a roof or other structure and/or decorative portions thereof
- Maximum surface area/footprint of playset is to be 10 ft x 15 ft

Use

- Cannot be used for any type of habitation or storage

IMAGE

- For an illustration of front, rear, and side card, refer "Exhibit A"

Pool and Spas

General

- Artificial, permanent construction filled (or capable of being filled) with water to a depth of 2.5 or more feet at any point therein, and used (or destined to be used) for swimming or recreational bathing

ALL Applications

- This type of Improvement is Permitted in this zoning unit and its neighborhood

APPLICATION

- An Improvement Application is required for this type of Improvement

MAINTENANCE

- Must be erected so as to provide a clean, professionally installed appearance, and all approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the structure, including replacement of damaged, broken or missing parts thereof, and painting and staining as appropriate

LOCATION

- Required to be installed behind of the rear corner of the house and outside of building setbacks and easements, in accordance with applicable zoning code
- Landscaping is encouraged in order to create a buffer and is required for pools installed with close proximity to neighbors
- Pool equipment cannot be visible to neighbor or street (see Screening/Partition Guideline)
- Safety and ambient light fixtures are required to be directed in such a way to prevent glare and nuisance
- For corner lots, Improvement shall extend no closer to the street than the front building setback, regardless of how that setback is achieved by zoning on the non-front facing side of the lot. In other words, the side yard setback must equal the front yard setback for purposes of creating a pool

MATERIAL COLOR

- Finishing material is encouraged to be solid color and multi-color designs are discouraged
- The color is permitted to be a solid color, but patterns of any shade are disallowed
- Finishing board and siding are permitted to be white or blue
- Decking is required to be an earth tone (gray and brown) composed of pavers, stone, or broached patterned concrete
- Screening, waterfalls, and certificate elements are to be in earth tones (gray and brown)
- Staining, when required as part of the pool deck design, should be an earth tone (gray and brown) and complementary to the deck color

Height

- Siding, screening, waterfalls, and certificate elements are required to be less than 6 ft in height

Other

- A cover is required to be used during off season
- Pool furniture required to be stored out of sight during off season

IMAGES

- For an illustration and example of side setbacks, rear corner of the pool, and board foot Plane of the pool, refer to "Exhibit 1"

Pool and Spas

General

- Artificial, portable construction filled (or capable of being filled) with water at any point therein to a depth of more than 1 ft and less than 2.5 ft, and used (or designed to be used) for bathing, swimming, or other aquatic recreation

Installation

- This type of installation is Permitted in this city and its neighborhood

Application

- An Installation Application is not required for this type of installation
- If the Ordinance does not require an Application for an installation to be installed, then the installation is only considered approved for installation if the installation adheres to applicable restrictions and requirements of the approved Architectural Code of Ordinances, Government Code, and Ordinance
- If the installation violates the aforementioned direction, then the installation requires approval via the Application process. Easements are subject to the violation process only if a non-compliant installation is installed without approval

Maintenance

- Must be erected so as to provide a clean, professionally installed appearance, and all approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the structure, including replacement of damaged, broken or missing parts thereof, and painting and staining as appropriate

Location

- Can be placed on any flat portion of the lot within property lines
- Must be located behind the rear corner of the home

Appearance

- Must be stored out of sight when not in use

- alle Area**

Screening Partition

Definition

- A structure which creates a visual and/or physical separation between one area with or without fully enclosed area. Addition or modification to an approved screen partition is process which result in the fence of an area or a new approach to a place, and the proposed partition be deemed part of a fence, subject to applicable fence standard and limitation. Plant grown for the purpose or having the effect of providing such visual or physical separation are typically not considered screening for purpose hereof, but may be considered screening if required or specified in other Ordinance.

Installation

- This type of proposed partition is Permitted in this zone and neighborhood.

Application

- An proposed partition Application is required for this type of proposed partition.
- If the Ordinance does not require an Application for an proposed partition to be installed, then the proposed partition is only considered approved for installation if the proposed partition adhere to applicable restriction and requirement of the approved Architectural Ordinance, Governing Ordinance, and Ordinance.
- If the proposed partition varies from the aforementioned direction, then the proposed partition require approval via the Application process. All elements are subject to the installation process policy if a non-compliant proposed partition is installed without approval.

Maintenance

- Must be erected and provide a clean, professionally installed appearance, and all approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the structure, including replacement of damaged, broken or missing parts thereof, and painting and staining as appropriate.
- Landscaping screening must be kept and visually maintained in appropriate presentation and all damaged and/or dead vegetation must be replaced immediately with planting of similar type and size.

Location

- Immediately adjacent to home or other approved structure.
- Privacy screening (screening taller than 2 ft or more than 50 square feet) may only be erected behind the rear corner of the home.
- At a driveway, screening (and/or gate or partition) is permitted to extend along the side of the area to be screened.
- Any lot that adjoins a lot and is subject to additional restriction for an proposed partition proposed to be installed within 10 ft of the lot and/or proposed partition, within the aforementioned 10 ft perimeter, are to be installed no higher than 4 ft above grade, and not to impede sight visibility.

Material and Color

- Landscaping screening (Partition) is permitted to be made of any material not permitted.
- Landscaping screening (Partition) must be stained a natural color, sealed with a transparent sealer, or painted to match the primary (or tri) color of the home.

Height

- Screening is permitted to be a maximum total of 24 linear ft.
- Any fence side of the screening is permitted to be a maximum of 16 linear ft.
- At a driveway, screening (and/or gate or partition) is permitted to extend along the side of the area to be screened.
- Maximum height of any screening shall be 6 ft.

Image

- For an illustration and example of side setback, rear corner of the lot, and rear of the lot Plane of the lot, refer "Exhibit 1".

...ree...ra...C...a...er

...I...

- A free-standing structure (green) or land apportioned solely for the purpose of containing the debris of trash containers which are stored outside of the garage

I...ALLA...

- This type of structure is permitted (not Permitted) in this community and its neighborhood

Permit

1.1

- A person permanently affixed or attached to the ground or a structure which cannot be removed without special hand in

1.2 **ALLA**

- This type of permit is Permitted in this community and its neighborhood

Signage Ordinance

General

- Mobile sign that is not attached to a structure or ground and is only displayed for a limited amount of time

ALL

- This type of sign is Permitted in this city and neighborhood

APPLICATION

- An In-process sign Application is not required for this type of sign
- If the Guideline does not require an Application for an In-process sign to be installed, then the In-process sign is only considered approved for installation if the In-process sign adheres to applicable restrictions and requirements of the approved Architectural Guideline, Governing Ordinance, and Ordinance
- If the In-process sign varies from the aforementioned directive, then the In-process sign requires approval via the Application process. All signs are subject to the sign process policy if a non-compliant In-process sign is installed without approval

MAINTENANCE

- Must be erected so as to provide a clean, professionally installed appearance, and all approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the In-process sign, including replacement of damaged, broken, or missing parts
- Political signs are to be displayed no earlier than 30 calendar days prior to an election and no later than 14 calendar days following an election

LOCATION

- Signs located within property lines may not be placed on Association owned property
- Signs are to comply with zoning pertaining to location, size, and type

MAINTENANCE & CARE

- The following types are permitted: car, tent, political content, personal use, e.g. Go team
- Signs which are prohibited in development, station, and any type of banner
- Each home is limited to displaying two temporary signs at any given time

Sign

- Each sign may not exceed 2 ft x 3 ft

Solar Panel or Shingles

General

- Solar energy collection device upon any time-facility deemed

Installation

- This type of installation is Permitted in this community and its neighborhood

Application

- An Installation Application is Required for this type of installation

Maintenance

- Must be professionally installed in accordance with manufacturer's instructions
- Must be properly maintained, repaired, and replaced by the owner to ensure proper operation
- Observable chipping or fading of panel frame, must be addressed or cause in violation
- Installation, maintenance, and use must be in compliance with the Synthead Homeowner's Association, Inc. Solar Device Policy.

Location

- When possible, device must be located on the portion of roof not facing the street (rear-facing)
- Installation must be aesthetically pleasing, in the profile of existing brackets when possible
- In the event the orientation of the structure is a rear-facing panel ineffective, street-facing device may be considered for approval
- Installation of a device is only permitted on the roof.

Material & Color

- Where possible, the color of the device must closely match the existing color of the roof shingles. Applicant must submit color sample with the application
- Applicant is required to obtain applicable permits and comply with any covenants, restrictions, easements, and setbacks

Article 10.01.01.01

10.01.01.01

- Structure used as storage for tools, lawn care equipment, materials, or similar items

10.01.01.01

- This type of structure is Permitted in this zoning unit and neighborhood

APPLICABLE

- An In-Process Application is Required for this type of structure

MAINTENANCE

- Must be erected so as to provide a clean, professionally installed appearance, and all applicable are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the structure, including replacement of damaged, broken or missing parts thereof, and painting in an appropriate

LOCATION

- Must be located behind the rear corner of the house
- Must be placed outside of building setbacks as required by zoning setbacks and restricted easements
- Any lot that adjoins a lot subject to additional restrictions for an In-Process application proposed to be installed within 10 ft of the lot line of the structure, within the aforementioned 10 ft perimeter, are to be installed no higher than 4 ft above grade, so as not to impede sight visibility

MAINTENANCE CODE

- Minimum required, and the structure shall attach the primary structure of the storage structure
- If there is visible space in-between the storage structure and the grade, dirtin is to be incorporated, in order to deter animal habitation and/or burrowing
- Dirtin is to be at least 50 square and composed of wood, which is painted the same color of the storage structure's paint
- The type of the roof is permitted to be either gable or a brewn flat roof are permitted
- The paint are permitted to be resin, wood, or a combination of paneled in, which are a same color attach to the paint of the existing house
- The roof is permitted to be resin (rather than chined wood), provided the paint of the storage structure are a resin
- Chined may be char or asphalt and be a same color attach to the chined of the existing house

10.01

- The height of a paint may be a maximum of 8 ft
- The peak of the roof may be a maximum of 8 ft
- At a maximum, the storage structure may be 8 ft x 8 ft x 8 ft

10.01.01.01

- Structure installed for a purpose or safety not be installed and directed in such a way, so as to avoid nuisance to the adjacent lot
- If a paint of the storage structure is visible within 100 ft of any property line, such paint not be covered from view within and within the initial for and within a screen in every 5 ft of linear run require one 2 ft tabular
- Attached require and within to often appearance

10.01.01.01

- Neither the underside, nor surrounding exterior area, may be used for storage purposes
- Structure not be covered and attached when not attached to the storage structure

- May not be used for habitation

Archaeological evidence leads

Door

General

- A second door that is placed outside the main exterior door of a building for protection against cold and bad weather

Installation

- This type of installation is Permitted in this community and its neighborhood

Application

- An Installation Application is not required for this type of installation
- If the Guideline does not require an Application for an installation to be installed, then the installation is only considered approved for installation if the installation adheres to applicable restrictions and requirements of the approved Architectural Guideline, Governing documents, and ordinance
- If the installation varies from the aforementioned directive, then the installation requires approval via the Application process. Exceptions are subject to the discretion process only if a non-compliant installation is installed without approval

Maintenance

- Must be erected so as to provide a clean, professionally installed appearance, and all approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the structure, including replacement of damaged, broken or missing parts thereof, and painting and staining as appropriate

Location

- Attached to a front or side exterior door frame

Material Color

- Frame is permitted to be any color or finish
- Frame color is permitted to be white, black, or a color match to the trim, exterior door, or siding

Garage

General

- A resilient sheet or slab (as of nylon) supported by springs in a metal frame and used as a springboard and landing area in the bin.

Installation

- This type of installation is Permitted in this community and its neighborhood.

Application

- An Installation Application is not required for this type of installation.
- If the Guideline does not require an Application for an installation to be installed, then the installation is only considered approved for installation if the installation adheres to applicable restrictions and requirements of the approved Architectural Guideline, Governing Ordinance, and Ordinance.
- If the installation varies from the aforementioned directive, then the installation requires approval via the Application process. All owners are subject to the citation process if a non-compliant installation is installed without approval.

Maintenance

- Must be erected so as to provide a clean, professionally installed appearance, and all approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the installation, including replacement of damaged, broken, or missing parts.
- If replacement or repair causes a variance in material, color, or appearance to the originally approved installation, the variance must comply with the restrictions current at the time the replacement or repair is made. All other variances caused by replacement or repair require approval obtained through the Application review process.
- Must be kept clear of trash, debris, and other plant material.

Location

- Must be placed and used behind the rear corner of the home.
- Must be placed so as to contain play to the lot.
- Must be placed so it is visible from the street.
- Any lot that adjoins a lot and is subject to additional restrictions for an installation proposed to be installed within 10 ft of the lot and/or property, within the aforementioned 10 ft perimeter, are to be installed no higher than 4 ft above grade, so as not to impede sight visibility.

Material and Color

- Shape of the ramp is permitted to be rectangular or circular.
- The flat of the ramp is required to be black in color.
- Ramp must be made of metal frame pads are permitted, provided that, the pads are blue or black in color.
- An enclosure for the ramp is allowed, provided that, the netting is black in color, and any pole pads are blue or black in color.

Size

- Neither the length, nor the width of the ramp is to exceed 14 ft.

MBLLIOM

- Absolutely should be limited to a ladder for the specific purpose of access to the ramp is not considered an accessory.

rell

General

- A frame, which is not attached or affixed to the house but may or may not require support from an exterior wall, constructed to be an open frame, e.g., lattice, intended to support a bin or plant.

ALLA

- This type of structure is Permitted in this zone and neighborhood.

APPLICATION

- An In-process Application is not required for this type of structure.
- If the Guideline does not require an Application for an In-process to be installed, then the In-process is only considered approved for installation if the In-process adheres to applicable restrictions and requirements of the approved Architectural Guideline, Governing Ordinance, and Ordinance.
- If the In-process varies from the aforementioned directive, then the In-process requires approval via the Application process. Exceptions are subject to the discretion process only if a non-compliant In-process is installed without approval.

MAINTENANCE

- Must be erected so as to provide a clean, professionally installed appearance, and all approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the structure, including replacement of damaged, broken or missing parts thereof, and painting and staining as appropriate.

LOCATION

- A trellis requiring support from an exterior wall is permitted to be located on any section of the rear wall or in-between the rear corner and side-way of a side wall.
- A free-standing trellis is permitted to be located in the rear yard.
- May not be installed in such a way that would inhibit drainage pattern.
- For corner lots, In-process may be placed no closer to the street than the front building setback, regardless of how the setback is measured by zoning on the non-front facing side of the lot, i.e. the side yard setback not across the front yard setback for purpose of locating the structure.

MATERIALS AND COLOR

- Permitted to be metal, which is either dark bronze or black in color.
- Permitted to be wood that is stained a natural wood color.

HEIGHT

- The tallest point of the structure must be no higher than 8 ft above grade.

Yard Ornament

Definition

- Any free-standing item which primary function is ornamental or decorative

ALL Allow

- This type of landscape is Permitted in this city and neighborhood

APPLICATION

- An Landscape Application is not required for this type of landscape
- If the Guideline does not require an Application for an Landscape to be installed, then the Landscape is only considered approved for installation if the Landscape adheres to applicable restrictions and requirements of the approved Architectural Guideline, Governing Ordinance, and Ordinance
- If the Landscape varies from the aforementioned directive, then the Landscape requires approval via the Application process. All elements are subject to the citation process if a non-compliant Landscape is installed without approval

MAINTENANCE

- Must be erected so as to provide a clean, professionally installed appearance, and all approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the Landscape, including replacement of damaged, broken or missing parts thereof, and painting and staining as appropriate
- Should be installed in such a fashion as to remain plumb, upright, and level

LOCATION

- Permitted to be installed in the front yard, rear yard, porch bed, porch, stoop, patio, or deckward Ornament are encouraged to be placed primarily on a patio, deck, porch, or porch bed
- If the yard Ornament is designed for placement or installation in part, e.g. chandelier, then the only location permitted is the rear yard with no visibility from any street
- Not restricted, but encouraged to be primarily in paved areas, patio, porch, or deck
- Any item that adjoins a landscape is subject to additional restrictions for an Landscape proposed to be installed within 10 ft of the landscape or project, within the aforementioned 10 ft perimeter, are to be installed no higher than 4 ft above grade, so as not to impede sight visibility

MAINTENANCE OF CL

- This type of an individual Ornament is not restricted, care should be taken so the entire is part of multiple Ornament does not detract from the overall aesthetic of the city
- If more than one planter pot is installed in an area, e.g. deck, a planter pot should be of a similar color, particularly if visible from neighboring properties
- The maximum number (quantity) of yard Ornament permitted is 6 in the front yard and 8 in the rear yard a statue or figurine, specifically, is limited to 1 in the front yard and 1 in the rear yard
- In general, the number (quantity) of yard Ornament should be kept to a minimum so as to maintain overall appearance throughout the city

Height

- Statue or figurine shall not exceed a height of 2 ft
- Garden armoire (including shepherd's hook and garden trellis) shall not exceed a height of 6 ft

IMAGE

- For illustration of front, side, and rear yard refer "Exhibit 1"

Lot Address _____

Owner(s) _____

(Please Print) _____

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND RESERVATIONS OF EASEMENTS FOR WYNSTEAD

LIMITED PROXY

To the Wynstead Homeowners' Association, Inc. Board of Directors:

I/We, Owner(s) of the Wynstead Lot identified above, appoint and authorize the Board of Directors as my/our Proxy, to cast my/our vote in reference to the following Amendments to the Declaration of Covenants, Conditions and Restrictions, and Reservations of Easements for Wynstead (the "Declaration") and the Code of Regulations of Wynstead Homeowners' Association, Inc. (the "Bylaws"), Warren County, Ohio, as set forth on the enclosed Pages 1 through 16, **ONLY** as indicated below at any special meeting of the Wynstead Homeowners' Association, Inc., including any change, adjournment, or continuation of the meeting, held for the purpose of voting on each Amendment. **(Instructions:** After reading and considering the enclosed pages, please indicate how your vote for *or* against each Amendment listed below is to be cast and then sign, date, and return this Limited Proxy to the Association, c/o Associa CMS - Mason, 5412 Courseview Drive, Suite 100, Mason, Ohio 45040-6840.):

	<u>IN FAVOR</u>	<u>AGAINST</u>
AMENDMENT A: Prohibits sexual offenders, for whom the county sheriff must provide community notice, from residing in, occupying, or remaining on the Property.	_____	_____
AMENDMENT B: Permits Structures to be installed on the Lots in accordance with Architectural Guidelines.	_____	_____
AMENDMENT C: Permits trash cans to be stored on the Lots with restrictions.	_____	_____
AMENDMENT D: Restricts the leasing of Lots by requiring ownership for at least 24 months until leasing is permitted and requires compliance with additional restrictions as set forth in the amendment.	_____	_____
AMENDMENT E: Modifies the restriction of the installation of hot tubs and spas on Lots.	_____	_____

	<u>IN FAVOR</u>	<u>AGAINST</u>
AMENDMENT F: Prohibits the growing of cannabis anywhere in or on the Subdivision, including on the individual Lots and inside the Dwelling Units.	_____	_____
AMENDMENT G: Allows for Association meetings to be conducted using Authorized Communications Equipment, permits the Association to use electronic communications to the extent permitted by Ohio and Federal law, and provides the ability to use mail-in or electronic ballots.	_____	_____
AMENDMENT H: Reduces quorum for Association meetings from 20 percent to those members in good standing who are present in person or by proxy.	_____	_____
AMENDMENT I: Requires Directors to be in good standing, and modifies ability to remove Directors by a vote of the Directors.	_____	_____

The undersigned further grant(s) a power of attorney to the officers of the Wynstead Homeowners' Association, Inc., to execute the necessary documents to be filed with the Warren County Recorder's Office evidencing the consent, if any, granted to the Amendments.

Signature of Owner

Date

Signature of Owner (If co-owned, both Owners should sign. If only one Owner signs, they state that they represent the entire vote of the Lot)

Date

****** I request and authorize the Board of Directors to send all Association notices to me by electronic mail or other electronic transmission, to the extent permitted by Ohio and Federal law, in lieu of any Association required written notice to me as an Owner, at the following email address(es):***

1) _____
Email Address

2) _____
Email Address

LANGUAGE TO AMEND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND RESERVATIONS OF EASEMENTS FOR WYNSTEAD

The Board of Directors for the Wynstead Homeowners' Association, Inc. proposes that the Declaration of Covenants, Conditions and Restrictions, and Reservations of Easements for Wynstead Homeowners' Association, Inc. ("Declaration") and the Code of Regulations of Wynstead Homeowners' Association, Inc., Exhibit B of the Declaration, ("Bylaws"), as recorded at Warren County Records, Book 3902, Page 487 et seq., be amended as follows:

AMENDMENT A

INSERT a new DECLARATION SECTION 6, PARAGRAPH 6.2(u) entitled, "Occupancy Restriction." Said new addition to the Declaration is:

(u) Occupancy Restriction. A person who is classified as a sex offender/child-victim offender and for whom the County sheriff or other government entity must provide community notice of the sex offender's residential address, is prohibited from residing in or occupying a Lot, including the Dwelling Unit on the Lot, and from remaining in or on the Property for any length of time. The classification of a sex offender/child-victim offender and the determination of whether notice is required is made by a court of law in accordance with the Ohio Sex Offenders Act, or similar statute from another jurisdiction as either may be amended or renamed from time to time. The Association is not liable to any Owner, Occupant, or visitor of any Owner, or of the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce any provision of this Occupancy Restriction.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the occupancy of Lots. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT B

MODIFY DECLARATION SECTION 6, PARAGRAPH 6.2(b) entitled, "Other Structures." Said modification to the Declaration is (deleted language is crossed-out; new language is underlined):

(b) Other Structures. No structures of a temporary character, trailer, shack, garage, barn or other temporary outbuilding shall be used or erected on any Lot after the permanent residence on each Lot has been completed, provided, however, that one (1) outdoor storage structure ~~not exceeding 8' by 8' and 8' in height~~ may be erected on each Lot. The construction, and specifications, including but not limited to, height, materials, colors, and placement of such Structures shall will be in accordance with Architectural Guidelines adopted by the Board.

Notwithstanding the foregoing to the contrary, Structures may be placed on any Lot without the Board's prior written approval, as provided in Section 5.10 above.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment regarding the specifications of permitted Structures on the Lots. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT C

MODIFY DECLARATION SECTION 6, PARAGRAPH 6.2(f) entitled, "Garbage and Refuse Disposal." Said modification to the Declaration is (deleted language is crossed-out; new language is underlined):

(f) Garbage and Refuse Disposal. All ~~recycle, trash, garbage or other rubbish receptacles~~ shall ~~will~~ be kept at all times in each Owner's garage or in an outdoor enclosure, behind a fence, or behind suitable landscaping as determined by the Architectural Guidelines established by the Board, except on the days which the ~~recycle, trash, garbage or other rubbish receptacles are~~ is collected by the local waste and recycle removal authorities or as otherwise directed and instructed by the Association. Any ~~trash~~ containers placed outside by the ~~Dwelling Unit~~ Owners to be collected by the local recycle and/or waste removal authorities ~~shall~~ will only remain outside for a period not to exceed twenty-four (24) hours and may not be placed at the curb any earlier than 6:00 p.m. the day before the recyclables and/or trash is scheduled to be removed. Yard waste may be composted in approved containers. No Lot ~~shall~~ will be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. The approved enclosure used to contain recycle, trash, garbage, or other rubbish receptacles does not count towards the one Structure limitation as set forth in Declaration Section 6, Paragraph 6.2(b), as amended.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment on the storage of trash and recycle cans. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT D

DELETE DECLARATION SECTION 6, PARAGRAPH 6.2(k) entitled, "Rental of Dwelling Units," in its entirety.

INSERT a new DECLARATION SECTION 6 PARAGRAPH 6.2(k) entitled, "Leasing of Lots."
Said new addition to the Declaration is:

(k) Leasing of Lots.

(1) To preserve property values and to further protect and preserve the well-being of Owners and Occupants, Lots, including the Dwelling Units, can only be leased, let, or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment, or any other purpose, subject to and compliance with the following provisions:

(i) Upon acquisition of a Lot, the Owner of Lot will not lease, let or rent, whether for monetary compensation or not, the Owner's Lot and Dwelling Unit for business, speculative, investment or any other purpose for the first 24 months of ownership. After the minimum 24 months ownership period has expired, the Owner may lease subject to the other restrictions included in this Paragraph 6.2(k).

(ii) Lease terms must be for at least 12 consecutive calendar months; all short-term rentals that have a lease term that is less than a period of 12 consecutive months are prohibited;

(iii) If any lessee or tenant vacates the Lot at any time before the 12 months within the commencement of the lease, the Lot may not be re-leased until the minimum 12 consecutive rental months have passed;

(iv) A copy of the lease and the names of the tenants and occupants who will reside in the Dwelling Unit must be provided to the Board at least 10 days prior to the commencement of the lease term;

(v) No Lot may be leased, let, or rented to any business or corporate entity for the purpose of corporate housing or similar use;

(vi) The rental of a Lot cannot include hotel, transient, or lodging services, including any meals, use of the kitchen for food preparation or service, bed and breakfast, vacation rental 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;

(vii) No Lot may be sub-leased, sublet, or rented by a tenant;

(viii) No individual room, part, or sub-part of any Dwelling Unit may be leased, let, or rented unless the Owner also simultaneously resides in and occupies the Dwelling Unit;

(ix) The Association has at all times a limited power-of-attorney from and on behalf of any Owner who is more than 60 days past due in the payment of any assessment or other amounts due to the Association. The limited power-of-attorney permits the Association to collect the lease or rent payments directly from the lessee, tenant, or renter until the amount owed to the Association is paid in full;

(x) The lessee, tenant, or renter must abide by the terms of the Declaration, Bylaws, and rules and regulations;

(xi) When an Owner leases their Lot, the Owner relinquishes access to all amenity privileges, but continues to be responsible for all obligations of ownership of their Lot and is jointly and severally liable with the lessee, tenant, or renter to the Association for the conduct of the lessee, tenant, or renter and any damage to Association property;

(xii) The Association may initiate eviction proceedings to evict any lessee, tenant, or renter for violation of the Declaration, Bylaws, rules, or applicable laws, by any Occupant of the Lot, or the Owner of the Lot. The action will be brought by the Association, as the Owner's agent, in the name of the Owner. The Association will give the Owner at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney fees, will be assessed to the Owner and the Lot's account and is a lien against that Lot.

(b) Any land contract must be recorded with the Warren County Recorder's Office and a recorded copy of the land contract must be delivered to the Board within 30 days of the recording. Any land contract not meeting the requirements of this sub-section (b) is an impermissible lease. The buyer of a Lot on a land contract meeting the requirements of this sub-section (b) is considered the Owner of the Lot for all purposes and obligations under this Declaration, the Bylaws, and the rules, except only and specifically to the extent otherwise provided in the land contract between the buyer and seller.

(c) The Board may adopt and enforce rules and definitions in furtherance, but not in contradiction of the above provisions, including, rules to address and eliminate attempts to circumvent the meaning or intent of this Paragraph 6.2(k) and in furtherance of the preservation of the Wynstead Homeowners' Association, Inc. as an Owner-occupied community and against

the short-term leasing of Lots. The Board has full power and authority to deny the occupancy of any Lot by any person or family if the Board, in its sole discretion, determines that the Owner of the Lot is intending or seeking to circumvent the meaning, purpose, or intent of this Paragraph 6.2(k).

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the leasing of Lots, including the Dwelling Unit on the Lot. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any contest or other legal challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT E

MODIFY DECLARATION SECTION 6, PARAGRAPH 6.2(l) entitled, “Swimming Pools, Hot Tubs and Spas.” Said modification to the Declaration is (deleted language is crossed-out; new language is underlined):

(l) Swimming Pools, Hot Tubs and Spas. No above-ground swimming pools ~~shall~~ will be constructed, erected, placed or permitted to remain upon any Lot. The definition of “above-ground swimming pools” shall not include portable wading pools ~~used by small children~~ not more than one foot six inches (1’ 6”) in height. Wading pools are to be placed in the rear yard of the Lot Dwelling Unit. In-ground swimming pools, hot tubs and spas are permitted provided it is approved by the Board in accordance with Section 5 above. Hot tubs and spas shall be permitted on any Lot but must be in-ground or if above ground, be either incorporated into a deck or placed on a patio or deck, and shall not be visible from the street or any neighboring Lot. This Section shall not prohibit the construction, erection or placement of a diving board, slide or other equipment appurtenant to an otherwise conforming swimming pool.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this restriction on the installation of hot tubs and spas. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owner of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT F

INSERT a new DECLARATION SECTION 6, PARAGRAPH 6.2(v) entitled, “Cannabis and Other Substances.” Said new addition to Declaration is:

(v) Cannabis and Other Substances. Wynstead is a community committed to a drug-free and crime-free environment. The trafficking of any narcotic drugs or other controlled or illegal substances, as defined by State or Federal law, (collectively, referred to as “illegal substances”) constituting a crime as defined by the laws of the United States of America, the State of Ohio, or Hamilton Township, in or about any part of the Property, is prohibited. The smoking of any illegal substance is prohibited anywhere on the Property. “Smoking” includes the inhaling, exhaling, burning, or vaporizing of any illegal substance. Growing, cultivation, production, or sale of cannabis or of any illegal substance, vegetable, or plant is prohibited anywhere within or on the Property. Nothing in this restriction will be deemed to permit, implicitly or explicitly, the use or consumption of any illegal substance in violation of any applicable State or Federal law. The Association is not, however, liable to any Owner or Occupant, or anyone visiting any Owner or the Association, as a result of the Association’s alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this prohibition on the growing of cannabis or any other illegal substance. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT G

DELETE DECLARATION SECTION 17, PARAGRAPH 17.2 entitled, “Notices,” in its entirety.

INSERT a new DECLARATION SECTION 17, PARAGRAPH 17.2 entitled, “Notices and Other Actions and Communications.” Said new addition to the Declaration is:

17.2 Notices and Other Actions and Communications. For all notices to be sent to the Association, the Board, or the Owners, the following provisions apply:

(a) Service of Notices on the Association and Board. All notices required or permitted by the Declaration or Bylaws, to the Association or the Board, must be made in writing and sent either:

(1) by regular U.S. mail, first-class postage prepaid, or

(2) delivered in accordance with Section (c) below, to the Board President, to any two other Directors, to the Association at the address of the Property, to the Association's manager or management company, if any, the Association's statutory agent registered with the Ohio Secretary of State, or to any other address as the Board may designate by written notice to all Owners.

(b) Service of Notices on Owners. All notices required or permitted by the Declaration or Bylaws to any Owner will be in writing and is deemed effectively given if it has been sent by one of the following methods:

- (1) personally delivered to the Owner,
- (2) placed under or attached to the front or main entry door of the Owner's Dwelling Unit on the Lot,
- (3) sent by regular U.S. mail, first-class postage prepaid, to the Owner's Lot address or to another address the Owner designates in writing to the Board, or
- (4) delivered in accordance with Section (c) below.

If there is more than one person owning a single Lot, a notice given to any one of those several persons is deemed to have been given personally to all of the persons owning an interest in the Lot.

(c) New Communication Technologies.

(1) 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 in Sections (a) and (b) above, the following may be accomplished using electronic mail or other transmission technology available at that time that is a generally accepted business practice:

(i) any notice required in the Declaration or Bylaws to be sent or received,

(ii) any signature, vote, consent, or approval required to be obtained, and

(iii) any payment required to be made by the Declaration or Bylaws.

(2) The use of electronic mail or other transmission technology is subject to the following:

(i) The Association may use electronic mail or other transmission technology to send any required notice only to Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices, including any notice of delinquency of any payment due, by either of the methods identified in Section (b)(1)-(3), above.

(ii) For voting on matters, the Association may provide for voting by electronic mail or other electronic voting technology. However, voting for the election of Directors can be conducted by electronic mail or other electronic voting technology only to the extent, if any, as explicitly permitted and provided for in the Bylaws.

(iii) An electronic mail or transmission technology to an Owner is not considered delivered and effective if the Association's transmission to the Owner fails, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Owner becomes known to the person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Owner by either of the methods identified in Section (b)(1)-(3), above.

MODIFY BYLAWS ARTICLE 3, SECTION 3.2 entitled, "Special Meetings." Said modification to the Bylaws is (deleted language is crossed-out; new language is underlined):

Section 3.2 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board. Special meetings ~~shall~~ will be called by the President upon written request, delivered to the President in person or by certified mail, of Members having at least one-third (1/3) of the voting power of all Members. Upon receipt of this request, the President ~~shall~~ will immediately cause written notice to be given of the special meeting to be held on a date not less than ~~ten (10)~~ 15 days nor more than thirty-five (35) days after receipt of this request. If written notice is not given to the Members within ~~ten (10)~~ 15 days after the delivery of the request, the Members making the request may call the special meeting and give written notice of it.

DELETE BYLAWS ARTICLE 3, SECTION 3.3 entitled, "Notice of Meetings," in its entirety.

INSERT a new BYLAWS ARTICLE 3, SECTION 3.3 entitled, "Notice of Meetings." Said new addition to the Bylaws is:

Section 3.3 Notice of Meetings. Written notice of each meeting of the Members will be given by, or at the direction of, the secretary or person authorized to call the meeting, delivered in accordance with the methods of delivery permitted in accordance with the Declaration and these Bylaws at least 15 days before the meeting, to each Member entitled to vote at the meeting. The notice will specify the place, day and hour of the meeting, and in the case of a special meeting, the specific purposes of the meeting, and in the case of special meetings called by the Members, the specific motion or motions (other than procedural) to be voted upon.

If the meeting is held via Authorized Communications Equipment, the meeting notice must include any pertinent information that is necessary to allow the Member to participate at the meeting via the Authorized Communications Equipment. "Authorized Communications Equipment," as used in these Bylaws, means any communications equipment that is selected by the Board, in its sole discretion, that provides an electronic communication transmission, including but not limited to, 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 and participation of the Member.

INSERT a new PARAGRAPH to the end of BYLAWS ARTICLE 3, SECTION 3.4 . Said new addition to the Bylaws is:

Ballots submitted via mail or by Electronic Voting Technology, as defined in Bylaws Article 3, Section 3.5, also will count that Lot towards the quorum. The Board of Directors may adopt procedures and guidelines to permit the Association to verify that the person attending, either in person or by Authorized Communications Equipment, is eligible to vote and to maintain a record of any vote.

DELETE BYLAWS ARTICLE 3, SECTION 3.5 entitled, "Proxies," in its entirety.

INSERT a new BYLAWS ARTICLE 3, SECTION 3.5 entitled, "Voting Methods." Said new addition to the Bylaws is:

Section 3.5. Voting Methods. Depending on the conduct of the meeting, as determined by the Board in accordance with Bylaws Article 3, Section 3.8 as amended, voting will be conducted via one of the following methods:

(a) **Voting in Person or by Proxy.** For meetings that are held in person and provide for physical attendance, Members may vote in person or by proxy. The person appointed as proxy need not be a Member of the Association. Each proxy will be executed in writing by the Member entitled to vote and must be returned to the Association by regular mail, hand delivery, electronic mail, or other method of delivery provided for or permitted by the Board. Every proxy will automatically cease upon conveyance of the Lot by the Member.

(b) Voting by Mail and Electronic Voting Technology. For meetings that are held via Authorized Communications Equipment, voting will be conducted by mail, through the use of Electronic Voting Technology that is approved by the Board, or both. “Electronic Voting Technology” as used in these Bylaws, 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. All matters to be voted on at a meeting utilizing Authorized Communications Equipment must be sent to the Members no later than the date the meeting notice is sent to the Members in accordance with Bylaws Article 3, Section 3.2 and Section 3.3, as amended. Voting via mail or by use of Electronic Voting Technology is considered to be voting at the meeting, as if the Member were physically present.

(c) Voting in Person, by Proxy, by Mail, and by Electronic Voting Technology. For meetings that are held in person and provide for physical attendance, the Board may decide that voting will be conducted either in person or by proxy, as provided for in this Bylaws Article 3, Section 3.5(a) above, by mail or Electronic Voting Technology as provided for in this Bylaws Article 3, Section 3.5(b) above, or any combination of all voting methods permitted in this Section 3.5.

Any ballots, regardless of method, received subsequent to the date and time the Board sets for ballots to be turned in will be held invalid. Any costs associated with voting, including mailing costs, printing, Authorized Communications Equipment and Electronic Voting Technology costs and subscriptions, are Common Expenses. The Board may adopt any additional regulations, procedures, or rules as may be necessary to effectuate the intent and purpose of this voting provision to provide for the use of the desired voting method.

DELETE BYLAWS ARTICLE 3, SECTION 3.6 entitled, “Voting by Mail by Association Members,” in its entirety.

RENUMBER BYLAWS ARTICLE 3, SECTION 3.7, 3.8, 3.9, and 3.10 TO READ SECTIONS 3.6, 3.7, 3.8, AND 3.9, respectively. Said modifications to be made to the Bylaws.

DELETE BYLAWS ARTICLE 3, SECTION 3.8 (formerly Section 3.9) entitled, “Order of Business,” in its entirety.

INSERT a new BYLAWS ARTICLE 3, SECTION 3.8 entitled, “Conduct of Meetings.” Said new addition to the Bylaws is:

Section 3.8 Conduct of Meetings. Prior to the meeting notice being sent to the Members in accordance with Bylaws Article 3, Section 3.2 and Section 3.3, as amended, the Board will determine whether the meeting will be conducted physically so that the Members may attend in person, if the meeting will be

conducted by the use of Authorized Communications Equipment, or a combination of both methods.

If Authorized Communications Equipment is employed, the attendees must have the ability to communicate with the other participants to indicate their motion, vote, or statement, provided that the chair or moderator moderating the meeting may silence or mute the Authorized Communications Equipment unless the Member is voting or has been recognized by the meeting chair or moderator to participate in the meeting. The meeting chair or moderator has the authority to decide and determine all procedural motions or other procedural matters to be decided at the meeting, including points of order and adjournment. The Board must document in the Board's meeting minutes the reason or purpose for conducting the meeting using Authorized Communications Equipment when meetings are not conducted in person.

MODIFY BYLAWS ARTICLE 3, SECTION 3.9 (formerly Section 3.10) entitled, "Action by Association Members Without a Meeting." Said modification to the Bylaws is (deleted language is crossed-out; new language is underlined):

Section 3.10 Actions by Association Members Without a Meeting. Any action which may be authorized or taken at a meeting of the Members, except the election or removal of Directors, which must be taken at an Association meeting, may be authorized or taken without a meeting in accordance with the voting methods in Bylaws Article 3, Section 3.5, as amended ~~a writing or writings signed by all Members in good standing which writing or writings shall be filed with the records of the Association. Written notice of any action proposed to be taken by such written consent of Members shall be sent to all parties who are entitled to notices under the Declaration not less than ten (10) days prior to commencing the circulation of the action for written consent among the Members.~~ All voting records will be filed with the Association.

DELETE BYLAWS ARTICLE 5, SECTION 5.1 entitled, "Nomination," in its entirety.

INSERT a new BYLAWS ARTICLE 5, SECTION 5.1 entitled, "Nominations." Said new addition to the Bylaws is:

Section 5.1 Nominations. Nominations for the election of Directors to be elected by the Members will be made by a nominating committee appointed by the Board or, if a committee is not appointed, by the Board itself; there will be no nominations from the floor. The nominating committee, or Board, will make as many nominations for election to the Board as it, in its discretion, determines, but no fewer than the number of vacancies that are to be filled and will verify that the nominees satisfy all qualification requirements of Bylaws Article 4, Section 4.1. Any qualified candidate may submit their name to the nominating committee, or Board, as a candidate, and the nominating committee, or Board, must nominate that person if that person satisfies all the qualification requirements of Bylaws Article 4, Section 4.1. If there are fewer nominees than vacancies, the nominating committee, or Board, must nominate additional person(s) to be elected prior to the ballots being sent to

the Members so that there are, at all times, a sufficient number of nominees to fill all Board vacancies that are up for election.

Prior to sending the meeting notice, the nominating committee, or Board, will establish deadlines for when a request for nominations is sent to all Members and when receipt of nominations must be obtained. Nominations must be made and received within a reasonable time period prior to the notice of any meeting where Directors are to be elected is sent in accordance with Bylaws Article 3, Section 3.2 and Section 3.3, as amended, so that the voting information containing all the candidates' names and an informational sheet, within size limitations determined by the Board, containing their biographical information and affirming their candidacy, can be transmitted to the Members no later than the sending of the meeting notice. The Board may adopt any additional regulations, procedures, or rules necessary to establish processes and deadlines in accordance with this nominations provision.

DELETE BYLAWS ARTICLE 5, SECTION 5.2 entitled, "Election," in its entirety.

INSERT a new BYLAWS ARTICLE 5, SECTION 5.2 entitled, "Elections." Said new addition to the Bylaws is:

Section 5.2 Election of Directors. Unless there are no more nominees than vacancies, election to the Board by the Members is by secret ballot, submitted either in person, by proxy, by mail, or by Electronic Voting Technology, as determined by the Board pursuant to Bylaws Article 3, Section 3.5, as amended. The Association is not required to distribute ballots to the Members via any method if there are an equal number of nominations as there are candidates, in which case the nominated candidates will automatically be elected to the Board of Directors at the election meeting.

Regardless of the voting method, the Board must adopt rules and safeguards to determine a method by which the secrecy of the ballots is maintained for those Members while also maintaining the integrity of the voting process to ensure each Member has only exercised their allotted vote once so that any other individuals can only identify that a Lot has voted, and not how a Lot has voted. The ballots, whether electronic or written, will list the number of open seats for Directors up for election and list the names of all of the nominated candidates.

If voting by mail, ballots must be submitted within dual envelopes. One of the two envelopes must contain the ballot itself, the "Ballot Envelope." The Ballot Envelope need not be signed. The second envelope must contain the Ballot Envelope and the ballot, the "Signature Envelope." The Signature Envelope must be signed by the Member(s) voting, and will be used as a record of receipt of the Member's ballot as well as to determine quorum. If the Signature Envelope is not signed by the Member(s), the ballot in the Ballot Envelope will not be counted.

For the election of Directors, the Members, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the largest

number of votes will be elected. Unless the nominated candidates who have received the largest number of votes agree otherwise, ties, including if there are an equal number of nominees as there are positions with different terms, will be determined by lot or flip of a coin by the chair or moderator of the meeting. Cumulative voting is not permitted.

The nominating committee, or if a nominating committee is not appointed, the Board itself (excluding any incumbent Directors who are running for re-election), is responsible for (i) confirming all nominated candidates meet the qualifications to serve as a Director, (ii) receiving and verifying any ballots that are cast in person or by mail, (iii) receiving and verifying any ballots cast using Electronic Voting Technology, (iv) counting each ballot submitted through any voting method, and (v) verifying the results of the election by providing the ballots and results to the chair or moderator of the meeting.

The chair or moderator will announce the election results at the meeting to be reflected in the meeting minutes and the Board will ensure the election results are provided to all Members within a reasonable time after the meeting.

DELETE BYLAWS ARTICLE 11, SECTION 11.1 entitled, “Service of Notices on the Board of Directors,” in its entirety.

INSERT a new BYLAWS ARTICLE 11, SECTION 11.1 entitled, “Notices and Other Actions and Communications.” Said new addition to the Bylaws is:

Section 11.1 Notices and Other Actions and Communications. All notices required or permitted under the Declaration or Bylaws, to the Association, the Board, or Members must be delivered in accordance with Declaration Section 17 Paragraph 17.2, as amended.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment allowing the Association to use electronic communications to the extent permitted by Ohio and Federal law, establishing a method to use mail-in and electronic ballots for voting purposes, and permitting meetings to be conducted utilizing Authorized Communications Equipment. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT H

DELETE BYLAWS ARTICLE 3, SECTION 3.4 entitled, "Quorum; Adjournment," in its entirety.

INSERT a new BYLAWS ARTICLE 3, SECTION 3.4 entitled, "Quorum; Adjournment." Said new addition to the Bylaws is:

Section 3.4 Quorum; Adjournment. The Members in good standing who are present, in person or by proxy, constitute a quorum for any Association meeting. Under no circumstance, however, can any action required by law, the Declaration, or these Bylaws to be authorized or taken by Members entitled to exercise a designated proportion of the voting power be authorized or taken by a lesser proportion. Members entitled to exercise a majority of the voting power at a meeting may adjourn the meeting to another date; if the date, time, and place to which the meeting is adjourned to are fixed and announced at the meeting, no additional notice to the Members is needed. For purposes of quorum, a Member in good standing is defined as a Member who is current in the payment of any assessment or amount owed to the Association as of the date of the meeting.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding quorum at Association meetings. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any contest or other legal challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT I

DELETE DECLARATION SECTION 3, PARAGRAPH 3.2 entitled, "Board of Directors," in its entirety.

INSERT a new DECLARATION SECTION 3, PARAGRAPH 3.2 entitled, "Board of Directors." Said new addition to the Declaration is:

3.2 Board of Directors. The Board of Directors and officers of the Association will exercise the powers, discharge the duties, and be vested with the rights of the Association conferred by operation of law, the Bylaws, and this Declaration, unless a vote of the Owners is specifically required; provided, however, that in the event any power, duty, or right will be deemed exercisable or dischargeable by, or vested in, an officer or member of the Board, solely in their capacity as an officer or a member of the Board, they will be deemed to act in a capacity to the extent required to authenticate their acts and to carry out the purposes of this Declaration and the Bylaws.

DELETE BYLAWS ARTICLE 4, SECTION 4.1 entitled, "Number and Term of Office," in its entirety.

INSERT a new BYLAWS ARTICLE 4, SECTION 4.1 entitled, "Number, Qualifications, and Term of Office." Said new addition to the Bylaws is:

Section 4.1 Number, Qualifications, and Term of Office. The Board of Directors will consist of five persons. Each Director must be an Owner or the spouse of an Owner, provided that if an Owner is not an individual, that Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Owner to serve on the Board of Directors. In addition, a trustee or a qualified beneficiary of a trust which owns the Lot is also eligible to serve as a Director.

Directors must be in good standing. "Good standing" means the Director is not an adverse party in any litigation involving one or more of the following parties: the Association, the Board or any Director (in that member's capacity as a Director). Good standing also requires that the Director not be more than 60 days delinquent in the payment of any fees or assessments owed to the Association. Any current Director not in good standing, as defined in this Section, at the time this amendment is recorded with the Warren County Recorder has 30 days to become in good standing, otherwise they may be removed by a majority vote of the remaining Directors.

Each Director will hold office until the expiration of their designated term and until their successor is elected, or until their earlier resignation, removal from office, or death. All Directors will be elected for a three-year term, and staggered elections will be maintained so that at least one-fifth of the Directors is elected at each annual meeting.

INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE 4, SECTION 4.2." Said new addition to the Bylaws is:

In addition, the Board, by a majority vote, may remove any individual Director and create a vacancy on the Board, if:

(a) by order of court, the Director has been found to be of unsound mind;

(b) the Director files for bankruptcy or has been adjudicated bankrupt;

(c) the Director is or has been convicted of a felony for theft or other theft related crime, including larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any theft-related crime, at any time in the past, or convicted of a felony for any other type of crime within the last 10 years;

(d) the Director is no longer a member in good standing as defined in Bylaws Article 4, Section 4.1, as amended;

(e) the Director is physically incapacitated in a manner that prohibits the Director from voting or participating in Board meetings; or

(f) the Director fails to attend three consecutive meetings.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the qualifications and removal of Directors. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

Lot Address _____

Owner(s) _____

(Please Print) _____

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND RESERVATIONS OF EASEMENTS FOR WYNSTEAD

LIMITED PROXY

To the Wynstead Homeowners' Association, Inc. Board of Directors:

I/We, Owner(s) of the Wynstead Lot identified above, appoint and authorize the Board of Directors as my/our Proxy, to cast my/our vote in reference to the following Amendments to the Declaration of Covenants, Conditions and Restrictions, and Reservations of Easements for Wynstead (the "Declaration") and the Code of Regulations of Wynstead Homeowners' Association, Inc. (the "Bylaws"), Warren County, Ohio, as set forth on the enclosed Pages 1 through 16, **ONLY** as indicated below at any special meeting of the Wynstead Homeowners' Association, Inc., including any change, adjournment, or continuation of the meeting, held for the purpose of voting on each Amendment. **(Instructions:** After reading and considering the enclosed pages, please indicate how your vote for *or* against each Amendment listed below is to be cast and then sign, date, and return this Limited Proxy to the Association, c/o Associa CMS - Mason, 5412 Courseview Drive, Suite 100, Mason, Ohio 45040-6840.):

	<u>IN FAVOR</u>	<u>AGAINST</u>
AMENDMENT A: Prohibits sexual offenders, for whom the county sheriff must provide community notice, from residing in, occupying, or remaining on the Property.	_____	_____
AMENDMENT B: Permits Structures to be installed on the Lots in accordance with Architectural Guidelines.	_____	_____
AMENDMENT C: Permits trash cans to be stored on the Lots with restrictions.	_____	_____
AMENDMENT D: Restricts the leasing of Lots by requiring ownership for at least 24 months until leasing is permitted and requires compliance with additional restrictions as set forth in the amendment.	_____	_____
AMENDMENT E: Modifies the restriction of the installation of hot tubs and spas on Lots.	_____	_____

	<u>IN FAVOR</u>	<u>AGAINST</u>
AMENDMENT F: Prohibits the growing of cannabis anywhere in or on the Subdivision, including on the individual Lots and inside the Dwelling Units.	_____	_____
AMENDMENT G: Allows for Association meetings to be conducted using Authorized Communications Equipment, permits the Association to use electronic communications to the extent permitted by Ohio and Federal law, and provides the ability to use mail-in or electronic ballots.	_____	_____
AMENDMENT H: Reduces quorum for Association meetings from 20 percent to those members in good standing who are present in person or by proxy.	_____	_____
AMENDMENT I: Requires Directors to be in good standing, and modifies ability to remove Directors by a vote of the Directors.	_____	_____

The undersigned further grant(s) a power of attorney to the officers of the Wynstead Homeowners' Association, Inc., to execute the necessary documents to be filed with the Warren County Recorder's Office evidencing the consent, if any, granted to the Amendments.

Signature of Owner

Date

Signature of Owner (If co-owned, both Owners should sign. If only one Owner signs, they state that they represent the entire vote of the Lot)

Date

****** I request and authorize the Board of Directors to send all Association notices to me by electronic mail or other electronic transmission, to the extent permitted by Ohio and Federal law, in lieu of any Association required written notice to me as an Owner, at the following email address(es):***

1) _____
Email Address

2) _____
Email Address

**LANGUAGE TO AMEND THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS, AND RESERVATIONS OF EASEMENTS FOR WYNSTEAD**

The Board of Directors for the Wynstead Homeowners' Association, Inc. proposes that the Declaration of Covenants, Conditions and Restrictions, and Reservations of Easements for Wynstead Homeowners' Association, Inc. ("Declaration") and the Code of Regulations of Wynstead Homeowners' Association, Inc., Exhibit B of the Declaration, ("Bylaws"), as recorded at Warren County Records, Book 3902, Page 487 et seq., be amended as follows:

AMENDMENT A

INSERT a new DECLARATION SECTION 6, PARAGRAPH 6.2(u) entitled, "Occupancy Restriction." Said new addition to the Declaration is:

(u) Occupancy Restriction. A person who is classified as a sex offender/child-victim offender and for whom the County sheriff or other government entity must provide community notice of the sex offender's residential address, is prohibited from residing in or occupying a Lot, including the Dwelling Unit on the Lot, and from remaining in or on the Property for any length of time. The classification of a sex offender/child-victim offender and the determination of whether notice is required is made by a court of law in accordance with the Ohio Sex Offenders Act, or similar statute from another jurisdiction as either may be amended or renamed from time to time. The Association is not liable to any Owner, Occupant, or visitor of any Owner, or of the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce any provision of this Occupancy Restriction.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the occupancy of Lots. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT B

MODIFY DECLARATION SECTION 6, PARAGRAPH 6.2(b) entitled, "Other Structures." Said modification to the Declaration is (deleted language is crossed-out; new language is underlined):

(b) Other Structures. No structures of a temporary character, trailer, shack, garage, barn or other temporary outbuilding shall be used or erected on any Lot after the permanent residence on each Lot has been completed, provided, however, that one (1) outdoor storage structure ~~not exceeding 8' by 8' and 8' in height~~ may be erected on each Lot. The construction, and specifications, including but not limited to, height, materials, colors, and placement of such Structures shall will be in accordance with Architectural Guidelines adopted by the Board.

Notwithstanding the foregoing to the contrary, Structures may be placed on any Lot without the Board's prior written approval, as provided in Section 5.10 above.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment regarding the specifications of permitted Structures on the Lots. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT C

MODIFY DECLARATION SECTION 6, PARAGRAPH 6.2(f) entitled, "Garbage and Refuse Disposal." Said modification to the Declaration is (deleted language is crossed-out; new language is underlined):

(f) Garbage and Refuse Disposal. All ~~recycle, trash, garbage or other rubbish receptacles~~ shall will be kept at all times in each Owner's garage or in an outdoor enclosure, behind a fence, or behind suitable landscaping as determined by the Architectural Guidelines established by the Board, except on the days which the ~~recycle, trash, garbage or other rubbish receptacles are~~ is collected by the local waste and recycle removal authorities or as otherwise directed and instructed by the Association. Any ~~trash~~ containers placed outside by the ~~Dwelling Unit~~ Owners to be collected by the local recycle and/or waste removal authorities ~~shall will~~ only remain outside for a period not to exceed twenty-four (24) hours and may not be placed at the curb any earlier than 6:00 p.m. the day before the recyclables and/or trash is scheduled to be removed. Yard waste may be composted in approved containers. No Lot ~~shall will~~ be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. The approved enclosure used to contain recycle, trash, garbage, or other rubbish receptacles does not count towards the one Structure limitation as set forth in Declaration Section 6, Paragraph 6.2(b), as amended.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment on the storage of trash and recycle cans. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT D

DELETE DECLARATION SECTION 6, PARAGRAPH 6.2(k) entitled, "Rental of Dwelling Units," in its entirety.

INSERT a new DECLARATION SECTION 6 PARAGRAPH 6.2(k) entitled, "Leasing of Lots."
Said new addition to the Declaration is:

(k) Leasing of Lots.

(1) To preserve property values and to further protect and preserve the well-being of Owners and Occupants, Lots, including the Dwelling Units, can only be leased, let, or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment, or any other purpose, subject to and compliance with the following provisions:

(i) Upon acquisition of a Lot, the Owner of Lot will not lease, let or rent, whether for monetary compensation or not, the Owner's Lot and Dwelling Unit for business, speculative, investment or any other purpose for the first 24 months of ownership. After the minimum 24 months ownership period has expired, the Owner may lease subject to the other restrictions included in this Paragraph 6.2(k).

(ii) Lease terms must be for at least 12 consecutive calendar months; all short-term rentals that have a lease term that is less than a period of 12 consecutive months are prohibited;

(iii) If any lessee or tenant vacates the Lot at any time before the 12 months within the commencement of the lease, the Lot may not be re-leased until the minimum 12 consecutive rental months have passed;

(iv) A copy of the lease and the names of the tenants and occupants who will reside in the Dwelling Unit must be provided to the Board at least 10 days prior to the commencement of the lease term;

(v) No Lot may be leased, let, or rented to any business or corporate entity for the purpose of corporate housing or similar use;

(vi) The rental of a Lot cannot include hotel, transient, or lodging services, including any meals, use of the kitchen for food preparation or service, bed and breakfast, vacation rental 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;

(vii) No Lot may be sub-leased, sublet, or rented by a tenant;

(viii) No individual room, part, or sub-part of any Dwelling Unit may be leased, let, or rented unless the Owner also simultaneously resides in and occupies the Dwelling Unit;

(ix) The Association has at all times a limited power-of-attorney from and on behalf of any Owner who is more than 60 days past due in the payment of any assessment or other amounts due to the Association. The limited power-of-attorney permits the Association to collect the lease or rent payments directly from the lessee, tenant, or renter until the amount owed to the Association is paid in full;

(x) The lessee, tenant, or renter must abide by the terms of the Declaration, Bylaws, and rules and regulations;

(xi) When an Owner leases their Lot, the Owner relinquishes access to all amenity privileges, but continues to be responsible for all obligations of ownership of their Lot and is jointly and severally liable with the lessee, tenant, or renter to the Association for the conduct of the lessee, tenant, or renter and any damage to Association property;

(xii) The Association may initiate eviction proceedings to evict any lessee, tenant, or renter for violation of the Declaration, Bylaws, rules, or applicable laws, by any Occupant of the Lot, or the Owner of the Lot. The action will be brought by the Association, as the Owner's agent, in the name of the Owner. The Association will give the Owner at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney fees, will be assessed to the Owner and the Lot's account and is a lien against that Lot.

(b) Any land contract must be recorded with the Warren County Recorder's Office and a recorded copy of the land contract must be delivered to the Board within 30 days of the recording. Any land contract not meeting the requirements of this sub-section (b) is an impermissible lease. The buyer of a Lot on a land contract meeting the requirements of this sub-section (b) is considered the Owner of the Lot for all purposes and obligations under this Declaration, the Bylaws, and the rules, except only and specifically to the extent otherwise provided in the land contract between the buyer and seller.

(c) The Board may adopt and enforce rules and definitions in furtherance, but not in contradiction of the above provisions, including, rules to address and eliminate attempts to circumvent the meaning or intent of this Paragraph 6.2(k) and in furtherance of the preservation of the Wynstead Homeowners' Association, Inc. as an Owner-occupied community and against

the short-term leasing of Lots. The Board has full power and authority to deny the occupancy of any Lot by any person or family if the Board, in its sole discretion, determines that the Owner of the Lot is intending or seeking to circumvent the meaning, purpose, or intent of this Paragraph 6.2(k).

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the leasing of Lots, including the Dwelling Unit on the Lot. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any contest or other legal challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT E

MODIFY DECLARATION SECTION 6, PARAGRAPH 6.2(l) entitled, “Swimming Pools, Hot Tubs and Spas.” Said modification to the Declaration is (deleted language is crossed-out; new language is underlined):

(l) Swimming Pools, Hot Tubs and Spas. No above-ground swimming pools ~~shall~~ will be constructed, erected, placed or permitted to remain upon any Lot. The definition of “above-ground swimming pools” shall not include portable wading pools ~~used by small children~~ not more than one foot six inches (1’ 6”) in height. Wading pools are to be placed in the rear yard of the Lot Dwelling Unit. In-ground swimming pools, hot tubs and spas are permitted provided it is approved by the Board in accordance with Section 5 above. Hot tubs and spas shall be permitted on any Lot but must be in-ground or if above ground, be either incorporated into a deck or placed on a patio or deck, and shall not be visible from the street or any neighboring Lot. This Section shall not prohibit the construction, erection or placement of a diving board, slide or other equipment appurtenant to an otherwise conforming swimming pool.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this restriction on the installation of hot tubs and spas. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owner of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT F

INSERT a new DECLARATION SECTION 6, PARAGRAPH 6.2(v) entitled, "Cannabis and Other Substances." Said new addition to Declaration is:

(v) Cannabis and Other Substances. Wynstead is a community committed to a drug-free and crime-free environment. The trafficking of any narcotic drugs or other controlled or illegal substances, as defined by State or Federal law, (collectively, referred to as "illegal substances") constituting a crime as defined by the laws of the United States of America, the State of Ohio, or Hamilton Township, in or about any part of the Property, is prohibited. The smoking of any illegal substance is prohibited anywhere on the Property. "Smoking" includes the inhaling, exhaling, burning, or vaporizing of any illegal substance. Growing, cultivation, production, or sale of cannabis or of any illegal substance, vegetable, or plant is prohibited anywhere within or on the Property. Nothing in this restriction will be deemed to permit, implicitly or explicitly, the use or consumption of any illegal substance in violation of any applicable State or Federal law. The Association is not, however, liable to any Owner or Occupant, or anyone visiting any Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this prohibition on the growing of cannabis or any other illegal substance. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT G

DELETE DECLARATION SECTION 17, PARAGRAPH 17.2 entitled, "Notices," in its entirety.

INSERT a new DECLARATION SECTION 17, PARAGRAPH 17.2 entitled, "Notices and Other Actions and Communications." Said new addition to the Declaration is:

17.2 Notices and Other Actions and Communications. For all notices to be sent to the Association, the Board, or the Owners, the following provisions apply:

(a) Service of Notices on the Association and Board. All notices required or permitted by the Declaration or Bylaws, to the Association or the Board, must be made in writing and sent either:

(1) by regular U.S. mail, first-class postage prepaid, or

(2) delivered in accordance with Section (c) below, to the Board President, to any two other Directors, to the Association at the address of the Property, to the Association's manager or management company, if any, the Association's statutory agent registered with the Ohio Secretary of State, or to any other address as the Board may designate by written notice to all Owners.

(b) Service of Notices on Owners. All notices required or permitted by the Declaration or Bylaws to any Owner will be in writing and is deemed effectively given if it has been sent by one of the following methods:

- (1) personally delivered to the Owner,
- (2) placed under or attached to the front or main entry door of the Owner's Dwelling Unit on the Lot,
- (3) sent by regular U.S. mail, first-class postage prepaid, to the Owner's Lot address or to another address the Owner designates in writing to the Board, or
- (4) delivered in accordance with Section (c) below.

If there is more than one person owning a single Lot, a notice given to any one of those several persons is deemed to have been given personally to all of the persons owning an interest in the Lot.

(c) New Communication Technologies.

(1) 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 in Sections (a) and (b) above, the following may be accomplished using electronic mail or other transmission technology available at that time that is a generally accepted business practice:

(i) any notice required in the Declaration or Bylaws to be sent or received,

(ii) any signature, vote, consent, or approval required to be obtained, and

(iii) any payment required to be made by the Declaration or Bylaws.

(2) The use of electronic mail or other transmission technology is subject to the following:

(i) The Association may use electronic mail or other transmission technology to send any required notice only to Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices, including any notice of delinquency of any payment due, by either of the methods identified in Section (b)(1)-(3), above.

(ii) For voting on matters, the Association may provide for voting by electronic mail or other electronic voting technology. However, voting for the election of Directors can be conducted by electronic mail or other electronic voting technology only to the extent, if any, as explicitly permitted and provided for in the Bylaws.

(iii) An electronic mail or transmission technology to an Owner is not considered delivered and effective if the Association's transmission to the Owner fails, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Owner becomes known to the person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Owner by either of the methods identified in Section (b)(1)-(3), above.

MODIFY BYLAWS ARTICLE 3, SECTION 3.2 entitled, "Special Meetings." Said modification to the Bylaws is (deleted language is crossed-out; new language is underlined):

Section 3.2 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board. Special meetings ~~shall~~ will be called by the President upon written request, delivered to the President in person or by certified mail, of Members having at least one-third (1/3) of the voting power of all Members. Upon receipt of this request, the President ~~shall~~ will immediately cause written notice to be given of the special meeting to be held on a date not less than ~~ten (10)~~ 15 days nor more than thirty-five (35) days after receipt of this request. If written notice is not given to the Members within ~~ten (10)~~ 15 days after the delivery of the request, the Members making the request may call the special meeting and give written notice of it.

DELETE BYLAWS ARTICLE 3, SECTION 3.3 entitled, "Notice of Meetings," in its entirety.

INSERT a new BYLAWS ARTICLE 3, SECTION 3.3 entitled, "Notice of Meetings." Said new addition to the Bylaws is:

Section 3.3 Notice of Meetings. Written notice of each meeting of the Members will be given by, or at the direction of, the secretary or person authorized to call the meeting, delivered in accordance with the methods of delivery permitted in accordance with the Declaration and these Bylaws at least 15 days before the meeting, to each Member entitled to vote at the meeting. The notice will specify the place, day and hour of the meeting, and in the case of a special meeting, the specific purposes of the meeting, and in the case of special meetings called by the Members, the specific motion or motions (other than procedural) to be voted upon.

If the meeting is held via Authorized Communications Equipment, the meeting notice must include any pertinent information that is necessary to allow the Member to participate at the meeting via the Authorized Communications Equipment. "Authorized Communications Equipment," as used in these Bylaws, means any communications equipment that is selected by the Board, in its sole discretion, that provides an electronic communication transmission, including but not limited to, 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 and participation of the Member.

INSERT a new PARAGRAPH to the end of BYLAWS ARTICLE 3, SECTION 3.4 . Said new addition to the Bylaws is:

Ballots submitted via mail or by Electronic Voting Technology, as defined in Bylaws Article 3, Section 3.5, also will count that Lot towards the quorum. The Board of Directors may adopt procedures and guidelines to permit the Association to verify that the person attending, either in person or by Authorized Communications Equipment, is eligible to vote and to maintain a record of any vote.

DELETE BYLAWS ARTICLE 3, SECTION 3.5 entitled, "Proxies," in its entirety.

INSERT a new BYLAWS ARTICLE 3, SECTION 3.5 entitled, "Voting Methods." Said new addition to the Bylaws is:

Section 3.5. Voting Methods. Depending on the conduct of the meeting, as determined by the Board in accordance with Bylaws Article 3, Section 3.8 as amended, voting will be conducted via one of the following methods:

(a) Voting in Person or by Proxy. For meetings that are held in person and provide for physical attendance, Members may vote in person or by proxy. The person appointed as proxy need not be a Member of the Association. Each proxy will be executed in writing by the Member entitled to vote and must be returned to the Association by regular mail, hand delivery, electronic mail, or other method of delivery provided for or permitted by the Board. Every proxy will automatically cease upon conveyance of the Lot by the Member.

(b) Voting by Mail and Electronic Voting Technology. For meetings that are held via Authorized Communications Equipment, voting will be conducted by mail, through the use of Electronic Voting Technology that is approved by the Board, or both. “Electronic Voting Technology” as used in these Bylaws, 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. All matters to be voted on at a meeting utilizing Authorized Communications Equipment must be sent to the Members no later than the date the meeting notice is sent to the Members in accordance with Bylaws Article 3, Section 3.2 and Section 3.3, as amended. Voting via mail or by use of Electronic Voting Technology is considered to be voting at the meeting, as if the Member were physically present.

(c) Voting in Person, by Proxy, by Mail, and by Electronic Voting Technology. For meetings that are held in person and provide for physical attendance, the Board may decide that voting will be conducted either in person or by proxy, as provided for in this Bylaws Article 3, Section 3.5(a) above, by mail or Electronic Voting Technology as provided for in this Bylaws Article 3, Section 3.5(b) above, or any combination of all voting methods permitted in this Section 3.5.

Any ballots, regardless of method, received subsequent to the date and time the Board sets for ballots to be turned in will be held invalid. Any costs associated with voting, including mailing costs, printing, Authorized Communications Equipment and Electronic Voting Technology costs and subscriptions, are Common Expenses. The Board may adopt any additional regulations, procedures, or rules as may be necessary to effectuate the intent and purpose of this voting provision to provide for the use of the desired voting method.

DELETE BYLAWS ARTICLE 3, SECTION 3.6 entitled, “Voting by Mail by Association Members,” in its entirety.

RENUMBER BYLAWS ARTICLE 3, SECTION 3.7, 3.8, 3.9, and 3.10 TO READ SECTIONS 3.6, 3.7, 3.8, AND 3.9, respectively. Said modifications to be made to the Bylaws.

DELETE BYLAWS ARTICLE 3, SECTION 3.8 (formerly Section 3.9) entitled, “Order of Business,” in its entirety.

INSERT a new BYLAWS ARTICLE 3, SECTION 3.8 entitled, “Conduct of Meetings.” Said new addition to the Bylaws is:

Section 3.8 Conduct of Meetings. Prior to the meeting notice being sent to the Members in accordance with Bylaws Article 3, Section 3.2 and Section 3.3, as amended, the Board will determine whether the meeting will be conducted physically so that the Members may attend in person, if the meeting will be

conducted by the use of Authorized Communications Equipment, or a combination of both methods.

If Authorized Communications Equipment is employed, the attendees must have the ability to communicate with the other participants to indicate their motion, vote, or statement, provided that the chair or moderator moderating the meeting may silence or mute the Authorized Communications Equipment unless the Member is voting or has been recognized by the meeting chair or moderator to participate in the meeting. The meeting chair or moderator has the authority to decide and determine all procedural motions or other procedural matters to be decided at the meeting, including points of order and adjournment. The Board must document in the Board's meeting minutes the reason or purpose for conducting the meeting using Authorized Communications Equipment when meetings are not conducted in person.

MODIFY BYLAWS ARTICLE 3, SECTION 3.9 (formerly Section 3.10) entitled, "Action by Association Members Without a Meeting." Said modification to the Bylaws is (deleted language is crossed-out; new language is underlined):

Section 3.10 Actions by Association Members Without a Meeting. Any action which may be authorized or taken at a meeting of the Members, except the election or removal of Directors, which must be taken at an Association meeting, may be authorized or taken without a meeting in accordance with the voting methods in Bylaws Article 3, Section 3.5, as amended ~~a writing or writings signed by all Members in good standing which writing or writings shall be filed with the records of the Association. Written notice of any action proposed to be taken by such written consent of Members shall be sent to all parties who are entitled to notices under the Declaration not less than ten (10) days prior to commencing the circulation of the action for written consent among the Members.~~ All voting records will be filed with the Association.

DELETE BYLAWS ARTICLE 5, SECTION 5.1 entitled, "Nomination," in its entirety.

INSERT a new BYLAWS ARTICLE 5, SECTION 5.1 entitled, "Nominations." Said new addition to the Bylaws is:

Section 5.1 Nominations. Nominations for the election of Directors to be elected by the Members will be made by a nominating committee appointed by the Board or, if a committee is not appointed, by the Board itself; there will be no nominations from the floor. The nominating committee, or Board, will make as many nominations for election to the Board as it, in its discretion, determines, but no fewer than the number of vacancies that are to be filled and will verify that the nominees satisfy all qualification requirements of Bylaws Article 4, Section 4.1. Any qualified candidate may submit their name to the nominating committee, or Board, as a candidate, and the nominating committee, or Board, must nominate that person if that person satisfies all the qualification requirements of Bylaws Article 4, Section 4.1. If there are fewer nominees than vacancies, the nominating committee, or Board, must nominate additional person(s) to be elected prior to the ballots being sent to

the Members so that there are, at all times, a sufficient number of nominees to fill all Board vacancies that are up for election.

Prior to sending the meeting notice, the nominating committee, or Board, will establish deadlines for when a request for nominations is sent to all Members and when receipt of nominations must be obtained. Nominations must be made and received within a reasonable time period prior to the notice of any meeting where Directors are to be elected is sent in accordance with Bylaws Article 3, Section 3.2 and Section 3.3, as amended, so that the voting information containing all the candidates' names and an informational sheet, within size limitations determined by the Board, containing their biographical information and affirming their candidacy, can be transmitted to the Members no later than the sending of the meeting notice. The Board may adopt any additional regulations, procedures, or rules necessary to establish processes and deadlines in accordance with this nominations provision.

DELETE BYLAWS ARTICLE 5, SECTION 5.2 entitled, "Election," in its entirety.

INSERT a new BYLAWS ARTICLE 5, SECTION 5.2 entitled, "Elections." Said new addition to the Bylaws is:

Section 5.2 Election of Directors. Unless there are no more nominees than vacancies, election to the Board by the Members is by secret ballot, submitted either in person, by proxy, by mail, or by Electronic Voting Technology, as determined by the Board pursuant to Bylaws Article 3, Section 3.5, as amended. The Association is not required to distribute ballots to the Members via any method if there are an equal number of nominations as there are candidates, in which case the nominated candidates will automatically be elected to the Board of Directors at the election meeting.

Regardless of the voting method, the Board must adopt rules and safeguards to determine a method by which the secrecy of the ballots is maintained for those Members while also maintaining the integrity of the voting process to ensure each Member has only exercised their allotted vote once so that any other individuals can only identify that a Lot has voted, and not how a Lot has voted. The ballots, whether electronic or written, will list the number of open seats for Directors up for election and list the names of all of the nominated candidates.

If voting by mail, ballots must be submitted within dual envelopes. One of the two envelopes must contain the ballot itself, the "Ballot Envelope." The Ballot Envelope need not be signed. The second envelope must contain the Ballot Envelope and the ballot, the "Signature Envelope." The Signature Envelope must be signed by the Member(s) voting, and will be used as a record of receipt of the Member's ballot as well as to determine quorum. If the Signature Envelope is not signed by the Member(s), the ballot in the Ballot Envelope will not be counted.

For the election of Directors, the Members, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the largest

number of votes will be elected. Unless the nominated candidates who have received the largest number of votes agree otherwise, ties, including if there are an equal number of nominees as there are positions with different terms, will be determined by lot or flip of a coin by the chair or moderator of the meeting. Cumulative voting is not permitted.

The nominating committee, or if a nominating committee is not appointed, the Board itself (excluding any incumbent Directors who are running for re-election), is responsible for (i) confirming all nominated candidates meet the qualifications to serve as a Director, (ii) receiving and verifying any ballots that are cast in person or by mail, (iii) receiving and verifying any ballots cast using Electronic Voting Technology, (iv) counting each ballot submitted through any voting method, and (v) verifying the results of the election by providing the ballots and results to the chair or moderator of the meeting.

The chair or moderator will announce the election results at the meeting to be reflected in the meeting minutes and the Board will ensure the election results are provided to all Members within a reasonable time after the meeting.

DELETE BYLAWS ARTICLE 11, SECTION 11.1 entitled, “Service of Notices on the Board of Directors,” in its entirety.

INSERT a new BYLAWS ARTICLE 11, SECTION 11.1 entitled, “Notices and Other Actions and Communications.” Said new addition to the Bylaws is:

Section 11.1 Notices and Other Actions and Communications. All notices required or permitted under the Declaration or Bylaws, to the Association, the Board, or Members must be delivered in accordance with Declaration Section 17 Paragraph 17.2, as amended.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment allowing the Association to use electronic communications to the extent permitted by Ohio and Federal law, establishing a method to use mail-in and electronic ballots for voting purposes, and permitting meetings to be conducted utilizing Authorized Communications Equipment. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT H

DELETE BYLAWS ARTICLE 3, SECTION 3.4 entitled, "Quorum; Adjournment," in its entirety.

INSERT a new BYLAWS ARTICLE 3, SECTION 3.4 entitled, "Quorum; Adjournment." Said new addition to the Bylaws is:

Section 3.4 Quorum; Adjournment. The Members in good standing who are present, in person or by proxy, constitute a quorum for any Association meeting. Under no circumstance, however, can any action required by law, the Declaration, or these Bylaws to be authorized or taken by Members entitled to exercise a designated proportion of the voting power be authorized or taken by a lesser proportion. Members entitled to exercise a majority of the voting power at a meeting may adjourn the meeting to another date; if the date, time, and place to which the meeting is adjourned to are fixed and announced at the meeting, no additional notice to the Members is needed. For purposes of quorum, a Member in good standing is defined as a Member who is current in the payment of any assessment or amount owed to the Association as of the date of the meeting.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding quorum at Association meetings. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any contest or other legal challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT I

DELETE DECLARATION SECTION 3, PARAGRAPH 3.2 entitled, "Board of Directors," in its entirety.

INSERT a new DECLARATION SECTION 3, PARAGRAPH 3.2 entitled, "Board of Directors." Said new addition to the Declaration is:

3.2 Board of Directors. The Board of Directors and officers of the Association will exercise the powers, discharge the duties, and be vested with the rights of the Association conferred by operation of law, the Bylaws, and this Declaration, unless a vote of the Owners is specifically required; provided, however, that in the event any power, duty, or right will be deemed exercisable or dischargeable by, or vested in, an officer or member of the Board, solely in their capacity as an officer or a member of the Board, they will be deemed to act in a capacity to the extent required to authenticate their acts and to carry out the purposes of this Declaration and the Bylaws.

DELETE BYLAWS ARTICLE 4, SECTION 4.1 entitled, "Number and Term of Office," in its entirety.

INSERT a new BYLAWS ARTICLE 4, SECTION 4.1 entitled, "Number, Qualifications, and Term of Office." Said new addition to the Bylaws is:

Section 4.1 Number, Qualifications, and Term of Office. The Board of Directors will consist of five persons. Each Director must be an Owner or the spouse of an Owner, provided that if an Owner is not an individual, that Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Owner to serve on the Board of Directors. In addition, a trustee or a qualified beneficiary of a trust which owns the Lot is also eligible to serve as a Director.

Directors must be in good standing. "Good standing" means the Director is not an adverse party in any litigation involving one or more of the following parties: the Association, the Board or any Director (in that member's capacity as a Director). Good standing also requires that the Director not be more than 60 days delinquent in the payment of any fees or assessments owed to the Association. Any current Director not in good standing, as defined in this Section, at the time this amendment is recorded with the Warren County Recorder has 30 days to become in good standing, otherwise they may be removed by a majority vote of the remaining Directors.

Each Director will hold office until the expiration of their designated term and until their successor is elected, or until their earlier resignation, removal from office, or death. All Directors will be elected for a three-year term, and staggered elections will be maintained so that at least one-fifth of the Directors is elected at each annual meeting.

INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE 4, SECTION 4.2." Said new addition to the Bylaws is:

In addition, the Board, by a majority vote, may remove any individual Director and create a vacancy on the Board, if:

(a) by order of court, the Director has been found to be of unsound mind;

(b) the Director files for bankruptcy or has been adjudicated bankrupt;

(c) the Director is or has been convicted of a felony for theft or other theft related crime, including larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any theft-related crime, at any time in the past, or convicted of a felony for any other type of crime within the last 10 years;

(d) the Director is no longer a member in good standing as defined in Bylaws Article 4, Section 4.1, as amended;

(e) the Director is physically incapacitated in a manner that prohibits the Director from voting or participating in Board meetings; or

(f) the Director fails to attend three consecutive meetings.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the qualifications and removal of Directors. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

LETTER FOR HOMEOWNERS FOR BUDGET PACKAGE

After nearly 20 years and despite the best efforts of the board to mitigate costs, it has become necessary to increase the HOA annual dues. The board has not taken this decision lightly as we are homeowners ourselves and must also pay this fee.

Our annual budget is based on \$300 multiplied by 288 homes which brings the association income to \$86,400 in total for each year. The past few years have been challenging as the community is also dealing with over \$22,000 in unpaid HOA dues and fines which contributes to the problem. Management is addressing each delinquency as necessary including taking legal action, but this takes time and leaves the association in a yearly budget deficit.

The board has done its best to mitigate costs as much as possible and please remember that board members are not paid in any way. Some of the cost mitigating efforts have included hiring a cheaper landscaping company, doing various tasks around the community ourselves, that are normally contracted out, and making monetary decisions with a strong focus on cost effectiveness. Regardless of these efforts an increase has been deemed necessary to maintain a healthy community budget and thriving association. A full copy of the associations financials is available to every resident upon request through town square.

Another important factor in the decision to raise HOA dues is based on the Reserve Study carried out about a year ago. This identified the timeline for replacing the community's assets. Things like fences, playground, pond erosion, trees and all other common area property which will need to be replaced eventually. It became clear that the Reserve Funds need to be increased to cover the cost of the replacements when they are needed. These replacement items come out of our reserve account which is a separate fund from the operating account. Unfortunately, we have been unable to contribute as much as needed into the reserve fund in an effort to keep community costs low. The decisions are essentially a tight rope of trying to be a good steward financially to the association while keeping expenses low to homeowners as we understand the way fee increases are viewed. Ultimately keeping a thriving community with an ample budget to maintain the community standards in the future is paramount.

We hope you understand this need and the efforts performed to date by past and present board members to prevent constant rising costs. There was debate amongst the board regarding the amount of increase to the HOA dues. Ultimately, we felt that although any increase may be viewed as unfavorable, it was necessary. In incorporating all of the information provided as well as trying to keep a minimal impact on all residents we have decided on a marginal increase of only \$25 per year per home. While this increase does not ultimately fully resolve all budget issues it keeps the community pointed in the right direction financially for the future.

We would also like to take this opportunity to remind everyone that we still have proposed amendments pending. Your vote on these matters would be greatly appreciated. Each amendment requires 67% approval in order to be adopted, so your vote is extremely important. A copy of the Limited Proxy is attached, and a full explanation of the amendments can be found through your TownSq. app.

We thank you for your understanding and wish to be as transparent as possible. If you have any questions or please contact Kimberly.bowman@associa.us or make a request on town square.

WYNSTEAD HOMEOWNERS' ASSOCIATION

Notice of 2025 Budget and Homeowner Fees

December 2024

Pursuant to the separation of Wynstead Homeowners' Association, a budget has been established for the calendar year 2025.

The annual homeowner fees will be \$325.00 per home, effective January 1, 2025.

The assessment is due on the first of January 2025. A late fee of \$25.00 and will be charged on the homeowners account starting January 31st, 2025, on any delinquent account. A handling charge of \$15.00 will be assessed on any past due balances.

If you are mailing your payment, please remember to send all payments to the lockbox:

Wynstead Homeowners Association

C/O Associa Real Property Management Processing Center

P.O. Box 88396 Carol Stream, IL 60188-0396

Please include the Management Company ID #6630 and your account number with your payment.

To pay your Association fee online, please visit our website, www.townsq.io and click "Login." If you are a first-time user, you will need to register. You will need your Association account number for this.

Once logged in, you will be able to make payments by credit card or eCheck. Credit cards will have a convenience fee of 3.5% plus \$2.95; eChecks will have a convenience fee of \$2.95.

Please note that there is a processing fee charged by the credit card companies to make electronic credit card payments.

Homeowner Fee

\$325

The Board has a fiduciary duty to operate the Association in accordance with sound financial practice. The Directors have approved the budget to ensure that operating and capital needs are adequately funded.

If you have any questions about the budget notice, please contact Scott Perdue at Associa Real Property Management, Inc., 475 Metro Plaza South, Suite 330, Oak Brook, IL 60171, at 888.612.2299.

By Order of the Board of Directors,

Wynstead Homeowners' Association

2025 Adopted Budget

YONGE HOMEOWNER'S ASSOCIATION

September 2024

The OPERATING BUDGET provides funding for routine operational requirements.

A portion of your monthly fee is paid into the RESERVE FOR CAPITAL REPLACEMENTS. Association uses these funds annually as needed for the following:

- A. It tends to initiate the need for special assessments or steep fee increases in high expense years, and
- B. Payment of the replacement cost is associated with those owners who are involved in the assessment as a "pay as you go" system of finance.

Separate assessment and separate funds have been established for each budget.

OPERATING REVENUE

Operating Assessments: \$93,600 - The primary funding source for the Association. Every owner pays an annual owner fee to fund the Association as described in the Declaration.

OPERATING EXPENSE

Administrative Expenses: \$5,110.00 - Includes the cost of printing, office supplies, postage, payment statements, postage, copies, and meeting room rental.

Insurance: \$8,125.00 - The primary coverage purchased by the Association is a fire, replacement cost property coverage on the common building, liability coverage for the Association and for directors and officers who serve the Association. The Association also carries pet liability protection in the insurance.

Common Electric: \$3,850.00 - The cost to operate and maintain entrance street lighting and electricity to operate the pond fountain.

Trash and Recycling Service: \$550.00 - The cost to remove trash from the park.

Landscape Maintenance: \$32,206.00 - The landscape maintenance is a priority, and the funding reflects it. Provisions have been made for turf sodding, tree sodding, pruning, and fertilizing the common areas in addition to irrigation system maintenance which includes opening/closing the system and repairs.

Fountain/Ponds/Lakes Services: \$3,800.00 - The cost to operate and maintain the lake and fountain.

Repairs & Maintenance: \$4,000.00 - The cost to maintain and/or repair the playground.

Legal and Accounting; \$10,500.00 - The amount for meeting unpaid Association fees and general advice throughout the year.

Management Fees: \$12,459.00 - This amount is the agreed contract amount for the professional services provided by Alexandria Real Property Management, Inc.

Capital Reserve Contribution: \$13,000.00 - The amount transferred to the capital reserve account for future capital expense.

CAPITAL RESERVE REVENUE

Capital Reserve Assessments: \$13,000.00 - The portion of Association fees that go to the reserve fund for future capital expense. This is a requirement of Ohio law.

Y A M A CIA

2025 Adopted Budget

OPERATING REVENUE

Operating Assessment 93,600.00

Total Operating Revenue \$93,600.00

OPERATING EXPENSE

Administrative Expense	5,110
Insurance	8,125
Electric	3,850
Garage and Repair	550
Landscaping Maintenance	32,206
Painting/Pond Care	3,800
Repair & Maintenance	4,000
Seal & Asphalt	10,500
Management Fee	12,459
Capital Expense Transfer	13,000

Total Operating Expense \$93,600.00

CAPITAL RESERVE REVENUE

Capital Expense Assessment 13,000.00

Total Capital Reserve Revenue \$13,000.00

Lot Address _____

Owner(s) _____

(Please Print) _____

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND RESERVATIONS OF EASEMENTS FOR WYNSTEAD

LIMITED PROXY

To the Wynstead Homeowners' Association, Inc. Board of Directors:

I/We, Owner(s) of the Wynstead Lot identified above, appoint and authorize the Board of Directors as my/our Proxy, to cast my/our vote in reference to the following Amendments to the Declaration of Covenants, Conditions and Restrictions, and Reservations of Easements for Wynstead (the "Declaration") and the Code of Regulations of Wynstead Homeowners' Association, Inc. (the "Bylaws"), Warren County, Ohio, as set forth on the enclosed Pages 1 through 16, **ONLY** as indicated below at any special meeting of the Wynstead Homeowners' Association, Inc., including any change, adjournment, or continuation of the meeting, held for the purpose of voting on each Amendment. **(Instructions:** After reading and considering the enclosed pages, please indicate how your vote for *or* against each Amendment listed below is to be cast and then sign, date, and return this Limited Proxy to the Association, c/o Associa CMS - Mason, 5412 Courseview Drive, Suite 100, Mason, Ohio 45040-6840.):

	<u>IN FAVOR</u>	<u>AGAINST</u>
AMENDMENT A: Prohibits sexual offenders, for whom the county sheriff must provide community notice, from residing in, occupying, or remaining on the Property.	_____	_____
AMENDMENT B: Permits Structures to be installed on the Lots in accordance with Architectural Guidelines.	_____	_____
AMENDMENT C: Permits trash cans to be stored on the Lots with restrictions.	_____	_____
AMENDMENT D: Restricts the leasing of Lots by requiring ownership for at least 24 months until leasing is permitted and requires compliance with additional restrictions as set forth in the amendment.	_____	_____
AMENDMENT E: Modifies the restriction of the installation of hot tubs and spas on Lots.	_____	_____

	<u>IN FAVOR</u>	<u>AGAINST</u>
AMENDMENT F: Prohibits the growing of cannabis anywhere in or on the Subdivision, including on the individual Lots and inside the Dwelling Units.	_____	_____
AMENDMENT G: Allows for Association meetings to be conducted using Authorized Communications Equipment, permits the Association to use electronic communications to the extent permitted by Ohio and Federal law, and provides the ability to use mail-in or electronic ballots.	_____	_____
AMENDMENT H: Reduces quorum for Association meetings from 20 percent to those members in good standing who are present in person or by proxy.	_____	_____
AMENDMENT I: Requires Directors to be in good standing, and modifies ability to remove Directors by a vote of the Directors.	_____	_____

The undersigned further grant(s) a power of attorney to the officers of the Wynstead Homeowners' Association, Inc., to execute the necessary documents to be filed with the Warren County Recorder's Office evidencing the consent, if any, granted to the Amendments.

Signature of Owner

Date

Signature of Owner (If co-owned, both Owners should sign. If only one Owner signs, they state that they represent the entire vote of the Lot)

Date

****** I request and authorize the Board of Directors to send all Association notices to me by electronic mail or other electronic transmission, to the extent permitted by Ohio and Federal law, in lieu of any Association required written notice to me as an Owner, at the following email address(es):***

1) _____
Email Address

2) _____
Email Address

October 30, 2025

Subject: Wynstead Community Budget and Annual Dues Update

Hello Wynstead community. The community board of directors would like to provide some context for the increased dues for the 2026 budget year. The board has a fiduciary duty to maintain the integrity and financial health of the community. The items below are listed in order from greatest to least amount of increase.

1. **Increased Legal Costs**-Our community unfortunately has a very high rate of payment delinquencies. A significant number of our residents simply do not pay their HOA fees on time nor do they pay their property violation fines in a timely manner. There is a significant legal cost to these delinquencies and as a result, our entire community shares in the burden. At the end of the 3rd quarter of 2025, our community has over \$20,000 in delinquencies.
2. **Increased Administrative Costs**-This involves all mailings, postage, office supplies, printing and copying. Because of the high delinquency rate, there are increased mailings to the offending homeowners. In addition, postage and supplies have simply increased in cost.
3. **Increased Landscaping Costs**-The board has decided to add some additional services for 2026. There have been several homeowner complaints regarding some of the common areas not being kept to the same standards that each homeowner is expected to follow. Our lawn contractor recommends that we apply six turf treatments per year for best effectiveness. In 2025, we were only paying for four. We increased the turf treatments to five treatments to see if that will help. In addition, it has been several years since the community has had the common areas aerated and overseeded, so we have included that in our landscaping plan for next year. Finally, we have added a new line item for arbor care. The last several years we have had to call an arbor specialist to help treat trees in the community when there was no budget for this item.
4. **Pest control**-Over the last several years, we have had to call pest control to get rid of hornets nests at the park. We added a new line item to help cover these costs.

Please keep in mind that for 20 years the community did not experience an increase in HOA dues. 2025 was the first year that the fee was raised. Please be a "good neighbor" and pay your HOA annual dues on time as well as settle any violation fines as quickly as possible in order to help everyone in the community to keep their costs low. Keep in mind that even with this increase, Wynstead still has a very reasonable HOA fee compared with surrounding communities.

In addition, there are several community projects that the board is currently working on which will be paid out of our reserve fund. The goal is to have the following projects be completed by the end of 2026:

1. **Main Pond Gasket Repair**-There is a leak in the main pond drainage gasket that is causing the pond to sink to an artificially low level. The gasket needs to be repaired and the skimmer removed.
2. **Small Pond Aeration and Electrical Installation**-There is a smaller community pond that is part of the community drainage system. This pond has not been maintained to acceptable standards. We have been soliciting both aeration and electrical quotes from several contractors in order to help improve the health of this pond.
3. **Playground Staggered Replacement**-We are looking at options to replace the current playground in a staggered approach over the coming years. We are hoping to replace a large section of the playground in 2026.

Finally, if you have not done so already, please complete and turn in the amendment form. The amendment form is located on <https://www.townsq.io/> under the following location: Documents>Governing Documents>Amendments.pdf. If you need information about how to create an account and get to these forms, please reach out to Associa.

These amendments were drafted a few years ago in order to improve our community and remove some existing restrictions currently in our declarations. We need 67% homeowners to vote "YES" in order for any of the amendments to pass. To date, less than 40% of the community has even voted. Please be a good neighbor and return your amendment voting form if you have not done so already.

Sincerely,

The Wynstead HOA Board of Directors

WYNSTEAD HOMEOWNERS' ASSOCIATION

Notice of 2026 Budget and Homeowner Fee

December 2025

Pursuant to the separation of Wynstead Homeowners' Association, a budget has been established for the calendar year 2026.

The annual homeowner fees will be \$385.00 per home, effective January 1, 2026.

The assessment is due on the first of January 2026. A late fee of \$25.00 and will be charged on the homeowners account starting January 31st, 2026, on any delinquent account. A handling charge of \$15.00 will be assessed on any past due balances.

If you are mailing your payment, please remember to send all payments to the lockbox:

Wynstead Homeowners Association

C/O Associa Real Property Management Processing Center

P.O. Box 88396 Carol Stream, IL 60188-0396

Please include the Management Company ID #6630 and your account number with your payment.

To pay your Association fee online, please visit our website, www.townsq.io and click "Login." If you are a first-time user, you will need to register. You will need your Association account number for this.

Once logged in, you will be able to make payments by credit card or eCheck. Credit cards will have a convenience fee of 3.5% plus \$2.95; eChecks will have a convenience fee of \$2.95.

Please note that there is a processing fee charged by the credit card companies to make electronic credit card payments.

Homeowner Fee

\$385

The Board has a fiduciary duty to operate the Association in accordance with sound financial practice. The Directors have approved the budget to ensure that operating and capital needs are adequately funded.

If you have any questions about the budget notice, please contact Scott Perdue at Associa Property Management, Inc., 475 Metro Place North, Suite 330, Oak Brook, IL 60171, at 888.612.2299.

By Order of the Board of Directors,

Wynstead Homeowners' Association

2026 Adopted Budget

YORKVILLE HOMEOWNER'S ASSOCIATION

September 2025

The OPERATING BUDGET provides funding for routine operational requirements.

A portion of your monthly fee is paid into the RESERVE FOR CAPITAL REPLACEMENTS. Association uses these funds annually as needed for the following:

- A. It tends to initiate the need for special assessments or steep fee increases in high expense years, and
- B. Payment of the replacement cost is associated with those members who are involved in the assessment as a "pay as you go" system of finance.

Separate accounts and separate funds have been established for each budget.

OPERATING REVENUE

Operating Assessments: \$110,880 - The primary funding source for the Association. Every member pays an annual member fee to fund the Association as described in the Declaration.

OPERATING EXPENSE

Administrative Expenses: \$14,507.00 - This includes the cost of printing, office supplies, postage, payment statements, postage, copies, and meeting room rental.

Insurance: \$5,256.00 - The primary coverage purchased by the Association is a fire, replacement cost property coverage on the common building, liability coverage for the Association and for directors and officers who serve the Association. The Association does not purchase property on the insurance.

Common Electric: \$3,850.00 - The cost to operate and maintain entrance street lighting and electricity to operate the pond fountain.

Trash and Recycling Service: \$550.00 - The cost to remove trash from the park.

Landscape Maintenance: \$40,355.00 - The landscape maintenance is a priority, and the funding reflects it. Provisions have been made for turf sodding, tree sodding, pruning, and fertilizing the common areas in addition to irrigation system maintenance which includes opening/closing the system and repairs.

Fountain/Ponds/Lakes Services: \$3,626.00 - The cost to operate and maintain the lake and fountain.

Pest Control: \$500 - The cost for common area ground pest control.

Repairs & Maintenance: \$4,596.00 - The cost to maintain and/or repair the playground.

Legal and Accounting; \$16,300.00 - The amount for retention unpaid Association fees and general legal advice throughout the year.

Management Fees: \$12,840.00 - This amount is the agreed contract amount for the professional services provided by America Sea Property Management, Inc.

Capital Reserve Contribution: \$8,500.00 - The amount transferred to the Capital Reserve account for future capital expense.

CAPITAL RESERVE REVENUE

Capital Reserve Assessments: \$8,500.00 - The portion of Association fees that go to the reserve fund for future capital expense. This is a requirement of Ohio law.

Y A M A CIA

2026 Adopted Budget

OPERATING REVENUE

Operating Assessment	110,880.00
Total Operating Revenue	\$110,880.00

OPERATING EXPENSE

Administrative Expense	14,507
Insurance	5,256
Gas and Electric	3,850
Trash and Recycling	550
Landscaping Maintenance	40,355
Plant and Landscape	3,626
Pest Control	500
Repair & Maintenance	4,596
Recap & Asphalt	16,300
Management Fee	12,840
Capital Expense Transfer	8,500
Total Operating Expense	\$110,880.00

CAPITAL RESERVE REVENUE

Capital Expense Assessment	8,500.00
Total Capital Reserve Revenue	\$8,500.00

Wynstead HOA Board Meeting Minutes April 28, 2025

1. The Wynstead HOA meeting was called to order at 6:00pm
 - a. Jeff motioned for meeting to start, Caroline 2nd the motion
 - b. Members in Attendance Jeff, Joel, Bethany, Caroline
2. Approval of Minutes from 2/12/2025
 - a. The minutes were provided by Kim Bowman from Associa and approved unanimously by the board.
3. Treasurer's Report
 - a. Kim Bowman from Associa provided the treasurer's report because the board has yet to nominate and approve a new treasurer.
 - b. 2/28/25 financial summary
 - i. Operating balance-\$125,628.01
 - ii. Reserve balance-\$59,507.01
 - iii. Delinquencies-\$18,598
4. Manager's Report
 - a. Kim Bowman provided a report of individual homes in the community and delinquencies.
 - i. Four homes have been sold in the community since January 3rd, 2025.
5. Election of Board Officers
 - a. Jeff Powell-President, 2 year term, unanimous approval
 - b. Bethany Breech-Treasurer, 3 year term, unanimous approval
 - c. Joel Brainerd-Secretary, 2 year term, unanimous approval
 - d. Caroline Zeigler-Vice President, 3 year term, unanimous approval
 - e. Debbie Pemberton-Board Member, 1 year term, unanimous approval
6. Old Business
 - a. Discussion of cleanliness of the community.
 - i. Street maintenance, cleaning distributed among nominated officials
 - b. Discussion of Individual Homes in the community
 - i. The board discussed wind damage from April storms and a grace period for homeowners going through insurance claims.
 - ii. The board discussed homes that require additional legal involvement
 - iii. The board discussed treatment for cattails in the smaller community pond and agreed to request a quote from Jones fish for removal.
 - c. Discussion of Trees in the community
 - i. The board discussed that several pine trees in the community are showing evidence of needle cast. There is also a dead tree in between Berkshire and Kingley that will need to be removed. The board will obtain a quote from a contractor to address these concerns.
 - d. Discussion of Amendment Votes-Ongoing
 - i. The board submitted several completed amendment voting forms to Associa for tracking.
 - e. Discussion of Architectural Guidelines Modifications Cost

- i. The board asked for follow up and clarification from the community attorney regarding the cost to modify the architectural guidelines should the board decide to do so.

7. New Business

- a. Discussion of Playground and neighboring fence
 - i. Repairs of the fence and washing of the playground will be completed in the summer of 2025
 - ii. Research will begin regarding the cost to replace the playground in a staggered approach. Associa will work to contact contractors for replacement quotes and catalogues for review.
 - iii. The adult swings need to be raised.
- b. Discussion of the drain system and fountain in pond
 - i. The new fountain is installed on the front pond and is functioning.
 - ii. Associa to contact a contractor for an opinion/cost on the drain system and main outfall gasket for the pond.
- c. 3rd board meeting date
 - i. Next Meeting set for 7/14/25

8. Adjournment

- a. The meeting was adjourned at 7:39 PM

Meeting Minutes for Wynstead HOA meeting February 12, 2025

The Wynstead HOA meeting was called to order at 6:01 pm

Members in Attendance: James Hudson, Jeff Powell, Carolyn Hall, Pat Duggan

Approval of Minutes from 11/13/2024, 6:03 pm

1. The board reviewed and approved the minutes from 11/13/2024
2. Jeff Powell made the motion to approve
3. Pat Duggan seconded motion
4. All in favor, no opposition, motion passes at 6:03 pm

Treasurer's Report, 6:04 pm

1. Pat Duggan provided a copy of the treasurer's report
2. A copy will be attached to the meeting minutes

Manager's Report, 6:05 pm

- 1) Kimberly Bowman provided a manager's report with delinquencies, violations, and statuses

Old Business, 6:08 pm

1. The board discussed several individual homes
2. The board discussed several architectural guidelines with proposed minor amendments.

New Business, 6:45 pm

1. Jeff provided an update on the pond fountain repair options.
 - a. Jeff made a motion to replace the power unit of the pump which will be paid for out of the HOA reserve account.
 - b. Carolyn seconded the motion
 - c. All in favor, no opposition, motion passes at 6:50 pm.
2. The board discussed the damaged stop sign at the corner of Emerald and Cochran and the path forward. There will be follow up conversations with the town of South Lebanon as well as Fischer homes regarding the sign replacement.
3. The board discussed the need for four open positions on the board to be filled at the next annual meeting.
 - a. Two positions are open for a three year term
 - b. Two positions are open for a two year term
 - c. Pat made the motion to include an extra page in the annual meeting mailer to include information about the board openings
 - d. Carolyn seconded the motion
 - e. All in favor, no opposition, motion passes at 7:08 pm.

Next Meeting, 7:15 pm

- 1) The date of the annual meeting was set by the board on 11/13/24 to be held at 6:00pm at Fellowship Baptist Church in Maineville on March 25, 2025. The church location has been confirmed and reserved.

Adjournment, 7:30 pm

- 1) Pat made the motion to adjourn the meeting
- 2) Carolyn seconded the motion
- 3) All in favor, no opposition, motion passes at 7:30 pm

Wynstead HOA Board Meeting Minutes 7.14.25

1. The Wynstead HOA meeting was called to order at 6:05pm
 - a. Jeff motioned for meeting to start.
 - b. All members in attendance except Deb.
 - c. Caroline 2nd the motion.
2. Approval of Minutes from previous meeting
 - a. Jeff motioned to accept the meeting minutes from prior meeting.
 - b. Caroline 2nd motion
3. Treasurer's Report
 - a. Bethany Breech provided the treasurer's report as of May 31st
 - i. Operating Balance-\$113,888.37
 - ii. Reserve Balance-\$63,679.66
4. Manager's Report
 - a. Kim provided a report of individual homes in the community and delinquencies.
 - b. Four homes in the community for sale.
5. Old Business
 - a. Playground equipment budget & replacement prices and strategy.
 - i. Researching options for playground and considering replacing in stages.
 - ii. Fall cleaning and maintenance of current equipment.
6. New Business
 - a. Pond pump should not be shut off by residence of the community for fishing or any other purposes.
 - b. Pond maintenance discussed.
 - i. Main pond gasket leak currently soliciting quotes for repair.
 - ii. Primrose treatment growth in large pond – Jones Fish treating at no extra cost to HOA.
 - iii. Soliciting quotes to restocking pond.
 - iv. Board is looking into quotes for a pump Pond two & cat tail/bulrush removal options by this fall.
 - c. Common area maintenance
 - i. Board reviewed and approved unanimously on an operation budget increases for 2026.
 - Adding additional weed-control treatment.
 - Aeration treatments and overseeding
 - Pest control maintenance
 - Tree Maintenance
 - d. Playground area concerns
 - i. Moles in the park (Board taking no action at this time).
 - ii. Hornets nest removed.
7. Meeting adjourned at 8:00pm
 - a. Next meeting set for November 3rd 2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Heritage Insurance Group 9675 Montgomery Road, Suite 101 Cincinnati, OH 45242	CONTACT NAME: Jasper Arbaugh PHONE (A/C, No, Ext): 513-984-5255 E-MAIL ADDRESS: jarbaugh@americanheritageins.com FAX (A/C, No): 513-984-5339
INSURED Wynstead Homeowners' Association, Inc. AssociaCommunity Management Solutions 5412 Courseview Dr Ste 100 Mason, OH 45040	INSURER(S) AFFORDING COVERAGE INSURER A: American Alternative Insurance Company INSURER B: Greenwich Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 00017233-0**REVISION NUMBER:** 23

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CAU501508-7	09/01/2025	09/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ 1,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CAU501508-7	09/01/2025	09/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ 0			PPP7489574L24A-03	09/01/2025	09/01/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	D&O (Claims Made)			CAU501508-7	09/01/2025	09/01/2026	Claims Made \$ 1,000,000
A	Misc Outdoorproperty			CAU501508-7	09/01/2025	09/01/2026	\$2,500 ded. GRC Per Prop form

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Wynstead Homeowners' Association, Inc. C/O Towne Properties 11340 Montgomery Rd Suite 202 Cincinnati, OH 45249	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael Rice (JJA)
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