

**MASTER DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS,
ASSESSMENTS,
AND ASSESSMENT LIENS FOR CONCORD HIGHLANDS SUBDIVISION**

This Declaration of Covenants, Easements, Restrictions, Assessments, and Assessment liens (this “**Declaration**”) made on or as of this ____ day of ____, 2020, by Concord Highlands, LLC an Ohio limited liability company (hereinafter the “**Developer**”).

BACKGROUND

The following portion of this Declaration is provided to assist in understanding its objectives. Many of the terms used herein are defined in Article 1, the Definitions portion hereof, and it is recommended that those definitions be consulted in order to fully understand these provisions:

1. The Developer is the owner in fee simple of the real estate situated in the State of Ohio, and described on Exhibit A attached hereto and made a part hereof.
2. The Developer desires to develop the real property described in Exhibit A into multiple residential subdivisions, condominiums, multi-family and other complimentary developments as permitted by zoning in accordance with the site plan attached hereto as Exhibit B to collectively be known as the “Concord Highlands Subdivision” (hereinafter referred to as “**Concord Highlands**” or the “**Development**”), together with such other property, if any, as the Developer may determine, from time to time, to develop into additions to the Development and subject to the provisions hereof.
3. There will be common areas and elements within the Development. In addition, various portions of Concord Highlands will be developed with entryway features, parks, roadways, private drives and streets, drainage and storm water facilities, green and landscaped buffer areas and improvements benefiting all of the Development, and, perhaps, major community facilities such as parks, community buildings, and swimming pools. These properties and improvements, or rights with respect thereto (except those, if any, dedicated to public use), when and as so designated by Developers, are referred to herein as “**Master Common Elements**.”
4. In connection with the development of Concord Highlands there will be created:
 - A. The “**Master Owners Association**”, an owners association organized for the purpose of owning and/or maintaining Master Common Elements and for the purpose of enforcing the restrictions set forth herein; and
 - B. “**Sub-area Associations**”, separate associations for each residential subdivision within the Development, as determined by Developer, in its sole discretion, whose members will consist of all of the Owners of Lots in that subdivision submitted to the provisions hereof, except Owners of Exempt Property as defined herein. Each Sub-area Association will administer restrictions relative to the property within

and matters related solely to the property in that subdivision, and the Owners or occupants of Lots in that subdivision,.

5. The purpose of this Declaration is to establish a plan for the accomplishment of the objectives of the Master Owners Association, and to memorialize these understandings.

COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS, AND ASSESSMENT LIENS

NOW THEREFORE, in pursuance of a general plan for the protection, benefit, and mutual advantages of the property in the Development as presently constituted, and as it may hereafter be constituted, Developer, with respect to the Development, hereby declares that all of the Development shall be held, sold, conveyed and occupied subject to the following covenants, easements, and restrictions, which are for the purpose of protecting the values and desirability of, and which shall run with the title to, each part of the Development, and be binding on all parties having any right, title or interest therein, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Developers, the Master Owners Association, each Sub-area Association, each Lot Owner and their respective heirs, successors, and assigns:

1. DEFINITIONS.

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

- (a) **“Additional Property”** -- property that may in the future be subjected to the plan provided herein, and consists of such other property as Developer, in its sole and unfettered discretion, may from time to time determine and designate as Additional Property to be part of the Development and subjected to the provisions hereof.
- (b) **“Articles”** and **“Articles of Incorporation”** -- the articles, when filed with the Secretary of State of Ohio, incorporating **“Concord Highlands Subdivision Master Owners Association”** (hereinafter referred to herein as the **“Master Owners Association”**) as a non-profit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio (**“Chapter 1702”**).
- (c) **“Assessments”** -- charges levied by the Master Owners Association on Owner Property and their Owners, consisting of Operating Assessments, Special Assessments, and Individual Owner Property Assessments.
- (d) **“Board”** -- the Board of Directors of the Master Owners Association .
- (e) **“Code of Regulations”** and **“Code”** -- the code of regulations of the Master Owners Association (often referred to as “bylaws”) created under and pursuant to the provisions of Chapter 1702, establishing certain administrative and operating rules and procedures for the Master Owners Association.

- (f) **“Common Expenses”** -- costs and expenses incurred by the Master Owners Association in fulfilling its functions.
- (g) **“Developer”** – Concord Highlands, LLC and any of its successors or assigns to which it specifically assigns any part or all of its rights and which assume any part or all of its obligations hereunder by a written instrument.
- (h) **“Development Phase”** – an individual portion of the Development, subdivided from the Development, on which a single-family residential development is to be constructed.
- (i) **“Declaration”** -- this instrument, by which the Development is hereby submitted to the provisions hereof.
- (j) **“Design Review Committee”** -- the group of individuals having the power and authority to establish and enforce architectural standards governing the construction, replacement and modification of improvements in the Development.
- (k) **“Exempt Property”** -- means the portion of the real property comprising the Development which is now or hereafter dedicated to common public use or owned by the United States, the State of Ohio, any county, any municipality, any township, any school board, or similar governmental body, or any instrumentality or agency of any such entity, for so long as any such entity or any such instrumentality or agency shall be the owner thereof.
- (l) **“Governing Documents”** -- the Master Owners Association’s Articles of Incorporation, Code of Regulations, its Rules and all amendments thereto, this Declaration and all amendments thereto, applicable building and zoning laws, the provisions of any plats of property in the Development and any other documents affecting the Development as determined by the Developer.
- (m) **“Improvements”** -- all dwellings, buildings, outbuildings, sheds, garages and other structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools, hot tubs, and spas; sport and recreational courts, fixtures and facilities, including basketball hoops, tennis courts and lacrosse and soccer goals; children’s recreational equipment or structures, including playground equipment, swing-sets, playhouses, tree houses and forts; pet houses, runs, and enclosures; changing of colors or materials; exterior lighting; slope and drainage alterations; roads, driveways, uncovered parking areas and other such areas; fences, mailboxes, trellises, walls, retaining walls, exterior stairs, decks, patios and porches and walkways; planted trees, hedges, shrubs and other forms of landscaping; and all other structures or improvements of every type.
- (n) **“Individual Owner Property Assessment”** -- an Assessment that the Board may levy upon Owner Property and its Owner(s) to reimburse the Master Owners Association for costs incurred solely on behalf of that particular Owner Property, or the Owner(s) thereof, including without limitation, administrative charges for Rules violations, late charges, and interest on delinquent assessments, and costs of collection of delinquent obligations

to the Master Owners Association, including attorneys fees and court costs, and all other charges reasonably determined to be chargeable solely to that particular Owner Property.

- (o) **“Lot”** -- a separate parcel of real property now or hereafter identified upon a recorded subdivision plat of property in the Development, or any portion thereof, or recorded re-subdivision thereof, a condominium unit now or hereafter identified upon a recorded condominium plat of property in the Development and any other separate parcel of real property designated as a Lot by the Developer, and subjected to the provisions hereof either by amendment hereto, by plat restriction, by deed restriction, or by subdivision declaration, condominium declaration or amendments thereto, excluding Master Common Elements and any property dedicated for public use.
- (p) **“Managing Agent”** -- a person retained by the Board to assist in the management of the Master Owners Association.
- (q) **“Master Owners Association”** – the legal entity formed for the purpose of owning and/or maintaining Master Common Elements. It is being incorporated as an Ohio non-profit corporation named **“Concord Highlands Subdivision Master Owners Association.”**
- (r) **“Master Common Elements”** -- all real and personal property now or hereafter acquired pursuant to this Declaration or otherwise, and owned by the Master Owners Association for the common use and the enjoyment of two (2) or more Owners, or if not owned by the Association, all real or personal property for the maintenance of which the Master Owners Association is responsible under the terms of this Declaration, applicable zoning regulations, or under any other agreement or instrument to the terms of which the Master Owners Association is bound. An initial list of all Master Common Elements is attached hereto as Exhibit C.
- (s) **“Member”** – any person or entity entitled to membership in the Master Owners Association as provided for herein.
- (t) **“Operating Assessment”** -- an Assessment that the Board may levy upon all Owner Property, pursuant to the terms of this Declaration, to provide funds to pay Common Expenses, that is, funds needed to meet cash requirements of the Master Owners Association for its operations and reasonable reserves.
- (u) **“Owner”** -- the record Owner, whether one or more Persons, of fee simple title to a Lot, excluding the Developer and vendors under recorded land installment contracts, but including the vendees, and excluding all others having an interest merely as security for performance of an obligation.
- (v) **“Owner Property”** – collectively referring to all Lots.
- (w) **“Parcel”** – a legally separate tax parcel subdivided from the Development.
- (x) **“Person”** -- a natural individual, corporation, limited liability company, partnership, trustee, or other legal entity capable of holding title to real property.

- (y) **“Concord Highlands”** -- property that at any time has been subjected to the provisions of this Declaration, and initially includes all of the property identified on Exhibit A attached hereto and may be expanded to encompass all or any part of the Additional Property, identified in paragraph (a) of this Article 1.
- (z) **“Rules”** -- the rules and regulations established by the Board from time to time.
- (aa) **“Special Assessment”** -- an Assessment that the Board may levy upon all Owner Property, except Exempt Property, to pay for unanticipated operating deficiencies, or to pay for capital expenditures not regularly budgeted and not to be paid out of reserves, such as costs for major capital improvement replacements and for major new capital improvements.
- (bb) **“Sub-area Association”** -- an association of the Owners of Lots..
- (cc) **“Turnover Date”** -- the date on which Developer relinquishes its exclusive right to appoint all members of the Master Owners Association Board, which date shall be no later than the time the Development has been fully developed, all Improvements completed, and all Owner Property been sold and conveyed; provided Developer reserves the right, in its sole and unfettered discretion, to turn over control of the Master Owners Association, or various functions thereof, at such earlier time or times as it determines in its sole and unfettered discretion.

2. GOALS.

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

- (a) Promotion of the health, safety and welfare of all Owners and residents and tenants of property in the Development;
- (b) Ownership, administration, preservation, beautification and maintenance of the Development and all Improvements thereon;
- (c) Enforcement of architectural controls and restrictions; and
- (d) Compliance with all government ordinances and codes.

3. THE MASTER OWNERS ASSOCIATION.

3.1. Purposes.

The purposes of the Master Owners Association are to:

- (a) have easements with respect to, or own, and repair, maintain and regulate use of, various facilities and amenities in the Development that benefit the Development and its Owners

and Occupants, eventually including, without limiting the generality of the foregoing, open spaces, recreational amenities, entranceway features, private streets and alleys that serve the Development (exclusive of private drives and streets a part of a condominium), the private portions of the storm sewer system, if any, that serve the Development, the private water lines and apparatus, if any, that serve the Development as a whole or more than one Lot in the Development, and such other Improvements and amenities as serve the Development, as set forth herein, and as hereafter initially determined by Developer, and after the Turnover Date, by the Master Owners Association's Board;

- (b) administer and enforce the provisions of the Governing Documents of the Master Owners Association; and
- (c) assess, collect and disburse funds necessary to fulfill these purposes.

3.2. Membership.

The Developer, each Sub-area Association and each Owner of Owner Property shall have a membership in the Concord Highlands Subdivision Master Owners Association. Membership is a right appurtenant to and inseparable from an Owners fee simple title in a Lot and such right of membership shall automatically transfer to any transferee of fee simple title at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Owner Property owned. In the event an Owner consists of more than one person, such persons shall have one membership in the Master Owners Association in common.

3.3 Classes of Membership

The Membership of Association shall be divided into three (3) classes, having the rights and obligations herein described:

- (a) Master Member. There shall be one (1) Master Member, being the Developer. In all Master Owners Association matters involving a vote, the Master Member shall have one (1) vote for each Lot for so long as Developer owns at least one (1) Lot in the Development. At such time as the Developer no longer owns at least one (1) Lot in the Development, control of the Master Owners Association shall transfer to the Sub-area Association Members and Owner Members in accordance with the voting rights set forth below. Notwithstanding the foregoing, the Developer may, at any time, assign or transfer all or any part of its voting rights in the Master Owners Association prior to transfer of control of the Master Owners Association.
- (b) Sub-area Association Members. Each Sub-area Association shall be a member of the Concord Highlands Subdivision Master Owners Association, and each Sub-area Association shall have one (1) vote in all Master Owners Association matters involving a vote.

- (c) Owner Members. There shall be separate classes of Membership for Lot Owners.. Each Owner of a residential Lot in one of the single-family subdivisions shall each have one (1) vote in all Master Owners Association matters involving a vote.

3.4. Powers; Authority; Duties.

The Master Owners Association shall have all the rights, powers, and duties established, invested, or imposed in it pursuant to the Governing Documents, and the laws of the State of Ohio applicable with respect to Ohio non-profit corporations. Among other things, the Master Owners Association, through its Board, shall have the power to own and/or hold easements with respect to, and maintain, Master Common Elements, enforce and administer the Declaration, Rules, other Governing Documents, restrictions and covenants applicable to the Development, levy and collect assessments, collect and maintain reserves for replacements or anticipated expenditures, enter into contracts, sue and be sued, and take such other actions as it deems appropriate to its purposes.

In addition to the foregoing, the Association shall be: (i) responsible for the seeding, maintaining, weeding, mowing, trimming, irrigating, repairing and replacing all grass and other plantings within the parkway through the Development as shown on Exhibit B attached hereto; (ii) responsible for paying the costs of and undertaking responsibility for designing, installing, planting, maintaining, weeding, repairing and replacing all paths and bikeways and grass and other plantings within any areas of public easements as shown on Exhibit B attached hereto; (iii) responsible for paying the costs of and undertaking responsibility for operating, maintaining, repairing and replacing all street lighting within the Development; (iv) responsible for paying the costs of and undertaking responsibility for draining, lighting, maintaining, repairing and improving all tunnels within the Development; and (v) responsible for repairing, replacing and maintaining certain private streets and private utility lines as determined by the Developer. For purposes of this Declaration, all of the above shall constitute “Master Common Elements”.

3.5. Rules and Regulations.

The Master Owners Association through its Board may make and enforce reasonable Rules governing the use, operation and maintenance of the Development, the levying and collection of assessments for the operation of the Master Owners Association, the levying and collection of administrative charges for the infraction of Rules, and for other purposes consistent with its goals. All of such Rules shall be consistent with the provisions of the Governing Documents. The Master Owners Association shall have the power to impose sanctions on Owners, including without limitation: (a) reasonable monetary administrative charges which shall be considered Individual Owner Property Assessments; (b) suspension of the right to vote as a Member of the Master Owners Association; and (c) suspension of the right of the Owner and that Owner’s occupants, licensees, and invitees, to use the Master Common Elements, or any part thereof, for a period not exceeding sixty (60) days, for any infraction of the Governing Document, including but not limited to the provisions hereof and the Rules; provided that the right of ingress and egress of an occupant or Owner to that Owner’s or that occupant’s Lot or any part thereof, shall not be impeded or prohibited. In addition, the Board shall have the power to seek relief in any court for violations of or to abate violations of the provisions of the Governing Documents. If the Board expends funds for attorneys’ fees or litigation expenses in connection

with enforcing any provision of the Governing Documents, or otherwise, the amount so expended shall be due and payable by the Owner or Owners of the Lot whose Owner, occupant, licensee or invitee violated the Governing Documents, including but not limited to the provisions hereof, and the same shall be an Individual Owner Property Assessment against such Owner's Lot and such Owner.

3.6. Implied Rights.

The Master Owners Association may exercise any other right or privilege given to it expressly by the laws of the State of Ohio or any provision of the Governing Documents, and every other right or privilege reasonably implied from the existence of any right or privilege granted thereby, or reasonably necessary to effect any such right or privilege.

3.7. Managing Agent.

The Board may retain and employ on behalf of the Master Owners Association a Managing Agent, which may be Developer, and may delegate to the Managing Agent such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Managing Agent shall be a Common Expense.

3.8. Insurance.

- (a) Fire and Extended Coverage. The Master Owners Association shall, with respect to insurable property or interests owned by it, obtain and maintain insurance for all insurable Improvements, equipment and common personal property, now or at any time hereafter constituting a part of the Master Common Elements, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard coverage endorsements, with such limits and coverage as is deemed appropriate by the Board. This insurance:
- (i) shall provide that no assessment may be made against an institutional mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on any Lot and its appurtenant interest, superior to the lien of such mortgage;
 - (ii) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class B/VI, or better, or, if such company has a financial rating of Class V, then such company must have a general policy holder's rating of at least A, all as determined by the then latest edition of Best's Insurance Reports or its successors guide, or, if the insurer does not satisfy these rating requirements, that insurer is reinsured by a company that has a B/VI or better rating;
 - (iii) shall be written in the name of the Master Owners Association; and
 - (iv) unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Master Owners Association, its officers, directors, and Members.

- (b) Liability Coverage. The Master Owners Association shall obtain and maintain a comprehensive policy of general liability insurance covering all of the Master Common Elements insuring the Master Owners Association, the directors, and its Members, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) \$1,000,000, for bodily injury, including deaths of Persons, and property damage, arising out of a single occurrence. This insurance shall contain a “severability of interest” endorsement which shall preclude the insurer from denying the claim of any Member because of negligent acts of the Master Owners Association, the Board, or any director, officers or other Members, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of Persons in connection with the operation, maintenance or use of the Master Common Elements, and other legal liability, including liability under contractual indemnity clauses and liability arising out of lawsuits related to any employment contracts of the Master Owners Association. Each such policy must provide that it may not be canceled or substantially modified by any party, without at least ten days prior written notice to the Master Owners Association. The Master Owners Association may name other persons and entities as additional insureds as deemed necessary by the Master Owners Association in its sole discretion.
- (c) Other. The Master Owners Association may, in the Board’s discretion, obtain and maintain the following insurance: (i) fidelity bond coverage for all officers, directors, Board Members and employees of the Master Owners Association and all other Persons handling or responsible for handling funds of the Master Owners Association, (ii) officers’ and directors’ liability insurance, (iii) additional insurance against such other hazards and casualties as is required by law, (iv) workers compensation insurance, and (v) any other insurance the Board deems necessary in its sole discretion.
- (d) Use of Proceeds. In the event of damage or destruction of any portion of the Master Common Elements, the Master Owners Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Member hereby appoints the Master Owners Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Board may levy a Special Assessment pursuant to the provisions hereof to cover the additional costs.

3.9. Condemnation.

The Master Owners Association through its Board shall represent the Members in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Master Common Elements, or any portion thereof. Each Member hereby irrevocably appoints the Master Owners Association as that Member’s attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Master Owners Association, to be held and used for the benefit of the Members, as determined by the Board.

3.10. Books; Records.

Upon reasonable request of any Member or Owner, the Association shall make reasonably available for inspection all books, records and financial statements of the Master Owners Association, except for those items deemed privileged, protected, or confidential in accordance with applicable law, rules or regulations, including but not limited to: (i) information that pertains to personnel matters; (ii) communications with legal counsel or attorney work product pertaining to proposed or pending litigation; (iii) information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements; (iv) information that relates to the enforcement of the Governing Documents against Owners; and (v) information the disclosure of which is prohibited by state or federal law. The Association may charge a reasonable fee to cover the administrative costs of handling, copying, delivering, etc., the requested documents.

4. DESIGN REVIEW.

4.1 Master Owners Association Design Review Committee.

- (a) **DRC Board.** All property at any time subject to this Declaration shall be governed and controlled by this Article. The Master Owners Association Design Review Committee (hereinafter the “DRC”) shall be a board consisting of three (3) persons, all of which shall be appointed by the Master Owners Association Board. The Master Owners Association Board shall have the sole and exclusive right to appoint and remove all and any members of the DRC at will, and may elect in the exercise of its sole discretion, to act itself as the DRC in lieu of appointing individuals or a management company. Once the Developer has completed the development and sale of all Lots, the design review for each Development Phase may be assigned to the relevant Sub-area Associations. Sub-area Associations shall exercise authority only over the specific Development Phase for which such Sub-area Association is formed. At all times prior to the date upon which the Master Owners Association DRC ceases to exist, the Master Owners Association DRC shall have the absolute authority and final say with respect to all plan reviews (both original construction and subsequent modifications).
- (b) **Exclusive Authority.** The Master Design Review Board shall have the exclusive authority to determine the initial architectural standards which shall govern the construction of Improvements in the Development. Each Developer shall submit proposed building plans to the Master Design Review Board for approval. Each developer or builder of a Development Phase, subdivision, Lot and each Owner covenants and agrees by acceptance of a deed to a Lot, located in the Development to comply with, and to cause his/her property and any occupant, resident, or tenant thereof to comply with the standards promulgated by the Master Owners Association DRC. No Improvement shall be placed, erected or installed on any property subjected to this Declaration, nor shall construction (which term shall include in its definition staking, clearing, excavation, grading, other site work, and building construction) be permitted, without, until and unless the developer, builder or Owner first obtains the written approval thereof from the Master Owners Association DRC, and otherwise complies with the provisions of this Declaration.

- (c) **Variances.** To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Master Owners Association DRC shall have the authority to grant reasonable variances from the provisions of this Article and from the architectural standards established pursuant to this Article, provided that the activity or condition is not prohibited by applicable law; and provided further that, in their judgment, the variance is in the best interest of the community and is within the spirit of the standards of the relevant architectural standards established. No variance granted shall constitute a waiver of any provision of this Declaration as applied to any other person or any other part of the Development.

4.5 Uses.

Except as otherwise permitted herein, each Lot, shall be occupied and used exclusively for residential purposes and purposes customarily incidental to residential occupancy thereof, including but not limited to open space or recreational amenities. No Improvements may be constructed on any Lot until and unless the plans therefore have been approved by the Master Owners Association DRC in accordance with the following restrictions.

- (a) General. Every Owner Property in the Development may be used only in accordance with the purposes for which intended and for any reasonable purposes incidental to the maintenance of the Development as a high-quality community. All uses shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants, residents and tenants and shall comply with the provisions of this Declaration, the other Governing Documents, and the laws of the State of Ohio, and no use of any property in the Development, or any part thereof, shall be permitted except as authorized by the Master Owners Association DRC, in its sole discretion.
- (b) Businesses. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established, without the prior written approval of the Master Owners Association DRC, and then only if the purpose of the business is to provide a service or product deemed desirable by the DRC to promote or enhance the Development as a whole and is consistent with the approved zoning.
- (c) Nuisance. No noxious or offensive activity shall be permitted on all or any part of the Development, including but not limited to the Master Common Elements.
- (d) Hazardous Actions or Materials. Nothing shall be done on or kept in any property in the Development that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance, or that might or that does unreasonably disturb the quiet occupancy of any Owner or occupant, resident or tenant. These provisions shall not be construed so as to prohibit Developer or any other builder in the Development from construction activities consistent with reasonable construction practices.
- (e) Vehicles. The Master Owners Association Board is granted the power and the authority to create and enforce reasonable Rules concerning placement and the parking of any vehicle permitted on or in the Development, so long as those Rules are consistent with,

and do not amend, any of the terms hereof. In addition to its authority to levy Individual Owner Property Assessments as administrative charges for the violation of the Rules, the Board shall be authorized to cause the removal of any vehicle violating such Rules.

Except as specified below, no trucks, no prohibited commercial vehicles, no boats, no trailers, no campers and no mobile homes shall be parked or stored on any street, drive or alley, parking lot in the Development or on any part of the Master Common Elements for any time period longer than forty-eight (48) hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of Improvements within the Development.

For the purpose of this section, the terms “truck” and “prohibited commercial vehicle” shall include all vehicles that have a length of more than 21 feet and all vehicles that include any visible exterior storage of tools or materials; provided, however, that up to two (2) ladders may be visible. Dump trucks, tow trucks, flat bed car hauling trucks, panel trucks and vans larger than one-ton capacity, pickup trucks larger than one ton capacity, and semi type tractors and trailers, shall in every instance be considered to be to be a prohibited truck and/or a prohibited commercial vehicle. For the purpose of this section, the word “trailer” shall include landscaping trailer, open bed trailer, trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of personal property, whether resting on wheels, jacks, tires or other foundation.

Furthermore, no automobile, truck, or other motor-driven vehicle, or trailer, in a condition where it is unlicensed, unregistered, apparently inoperable, extensively damaged, disabled, dismantled, or otherwise not in a condition to be lawfully operated upon the public highway, or any vehicle component or part, shall be placed, parked or stored on any street, drive or alley, parking lot, or driveway within the Development or on the Master Common Elements. The vehicle, trailer or part so situated shall be deemed to be a nuisance, and shall be removed.

- (f) Signs. No signs of any character shall be erected, posted or displayed on any property in the Development or on any Improvement except: (i) temporary marketing signs (such as “for sale” or “for rent” signs) approved by Developers and installed by either Developer, or other builders to whom Developer has assigned such rights, while marketing available properties in The Development, (ii) signs and markers on the Master Common Elements including, but not limited to, street and identification signs installed by the Master Owners Association, Developers, or any governmental agency, regarding and regulating the use of the Master Common Elements, including but not limited to no parking, towing, speed limit signs, and entry feature and identification signs, and (iii) such other signs as approved by the Master Owners Association DRC.
- (g) Animals. No animal, livestock, reptile, or poultry of any kind shall be permitted on, kept, bred, boarded or raised on any property in the Development, unless expressly permitted by the Rules, and subject to such limitations as the Master Owners Association Board may determine.

- (h) Trash. Except for the reasonably necessary activities of Developer or builders during construction, no burning or storage of trash of any kind shall be permitted.
- (i) Fencing. The Master Owners Association DRC shall have the authority to establish standards according to which fencing and walls may be permitted. Said authority shall include the power to prohibit fencing or walls, or both, entirely, to prohibit or permit fencing or walls of certain types or in certain areas, and to prohibit or permit fencing or walls of certain types in certain areas. The DRC may establish, and all fencing and walls shall conform to, specific standards for fencing. Separate specific standards may be set for perimeter yard fencing as distinct from pool enclosure fencing or other types of fencing. All fence plans must be approved by the DRC, in writing, prior to the installation thereof
- (j) Swimming Pools and Recreational Structures. No above ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot except this paragraph shall not be intended to prohibit the installation of a hot tub or sauna. If an in-ground pool is installed on any Lot, all fencing around said pool shall meet the Master Owners Association DRC standards.
- (k) Lakes and Ponds; Wells. No Owner or any other person, shall have access to, or the right to use, any lake, pond, stream or other body of water in the Development for boating, swimming, or any other purpose without the written permission of the Developer. No wells shall be permitted without Developer's written consent.
- (l) Entrance Walls, Fencing, Subdivision Identification Signs, Earthen Mounds and Landscaping. The walls, fencing, subdivision identification signs, earthen mounds, electrical facilities, irrigation systems, utilities facilities and landscaping placed on, over, under or through any of the Owner Property by Developer, shall not be removed or changed except by the Developer or by a builder or Owner with Developer's consent, and their respective successors or assigns, who shall have the right to enter the Owner Property to do so.
- (m) Maintenance of Master Common Elements. The responsibility for maintaining the Master Common Elements as shown on the attached Exhibit B in a well maintained, attractive and aesthetically appealing condition shall be the responsibility of the Master Owners Association.
- (n) Building Materials. Exterior building materials shall be wood, brick, stone, stucco, fiber-cement products (such as Hardiplank) or vinyl siding with a minimum gauge of .048. Natural earth colors are preferred. Accent colors can only be used to carefully add a highlight or detail to the natural earth tone colors. Gutters and downspouts are to be painted compliment fascia color. Trim is to be stained or painted to compliment the exterior walls and roof. All exterior building materials and colors are subject to review by the DRC. Asphalt or gravel driveways will not be permitted.
- (o) Tree Removal. No trees shall be removed from any property within the Development except as disclosed in plans submitted to and approved by the DRC. Any tree removed

contrary to the provision hereof shall be replaced at a location and with a tree or trees (all as approved by the DRC) of comparable caliper and species of the tree so removed. The Master Owners Association Board may also levy a fine against any Owner who wrongly removes or permits the removal of one or more trees from the Property contrary to the provisions of this section. The amount of such a fine shall be discretionary with the Board, but in any event shall not exceed the greater of two times the measurable economic gain to the Owner of having the tree(s) removed, or \$1,500.00.

5. ASSESSMENTS.

5.1. Types of Assessments.

Subject to the provisions of this Article 5, each Owner Property and its Owner or Owners, shall be subject to the following Assessments, the Owner or Owners of each Owner Property by acceptance of a deed (whether or not it shall be so expressed in such deed) covenant and agree to pay: (a) Operating Assessments, (b) Special Assessments, and (c) Individual Owner Property Assessments, all of which are to be established and collected as hereinafter provided. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Master Common Elements or by abandoning that Owner's Owner Property.

5.2. Operating Assessments.

For the purposes of providing funds to pay:

- the cost of the maintenance, repair, replacement, and other services to be provided by the Master Owners Association, including but not limited to the maintenance, repair, and replacement of the private streets and alleys that serve the Development (exclusive of private drives and streets a part of a condominium and/or residential subdivision), the private portions of the storm sewer system, if any, that serve the Development, the private main water lines and apparatus, if any, that serve the Development as a whole or that serve more than one Lot and all other Master Common Elements;
- the costs for insurance and bond premiums to be provided and paid for by the Master Owners Association;
- the cost for utility services, if any, charged to or otherwise properly payable by the Master Owners Association;
- the costs for construction of new, capital Improvements on Master Common Elements not replacing capital improvements installed by Developer;
- the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Master Owners Association, in an amount deemed adequate by the Board;
- an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and

replacement of major improvements including, but not limited to, the private streets and alleys that serve the Development as a whole (exclusive of private drives and streets a part of a condominium), the private portions of the storm sewer system, if any, that serve the Development, the private main water lines and apparatus, if any, that serve the Development as a whole or that serves more than one Lot for which cash reserves over a period of time in excess of one year ought to be maintained; and

- the costs for the operation, management and administration of the Master Owners Association, including, but not limited to, fees for property management, landscaping, mowing, planting, lighting, pool and clubhouse maintenance, pavement maintenance, snow and ice removal and mitigation for the Master Common Elements, real estate taxes and assessments for Master Common Elements, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Master Owners Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs of operations of the Master Owners Association not otherwise herein specifically excluded;

all of which shall constitute Common Expenses. The Board shall establish, levy, and collect Operating Assessments in accordance with the following:

- (a) Establishment. Prior to the closing of the sale of the first Lot to a bona fide purchaser, the Board shall determine the total of those estimated funds needed for the balance of that calendar year from the anticipated time of that first closing, and on or before the first day of each calendar year thereafter the Board shall determine the total of those estimated funds needed for that ensuing calendar year.
- (b) Apportionment. For such part year, and for each calendar year thereafter, apportionment of the Common Expenses shall be as determined by the Developer. Following transfer of control of the Master Owners Association by the Developer, the Master Owners Association shall determine the apportionment of the Common Expenses.
- (c) Collection. Notwithstanding anything herein to the contrary foregoing, in the interests of administration efficiency, instead of billing the individual Owners for such shares, the Master Owners Association may render statements for those shares to the Sub-area Associations and the Sub-area Associations shall pay those shares and charge their individual Owners their respective shares of those Master Owners Association charges. The lien rights and other remedies available to the Sub-area Associations, as set forth in their respective Governing Documents, shall be applicable to each Lot, as the case may be, and its Owners, and shall be assessed, collected and enforced by applicable the Sub-area Association.
- (d) Due Dates. The Operating Assessments shall be payable in advance and due in monthly, quarterly, semi-annual, or annual installments, as the Master Owners Association Board may from time to time determine. Except for the initial payment of Operating Assessments, notice of Operating Assessments, or if payable in installments, the dates those installments are due, shall be given to the Owners charged to pay the same not less

than thirty (30) days prior to the date the Operating Assessment, or first installment thereof, is due.

5.3. Special Assessments.

The Board may allocate to Owner Property to pay for additional Common Expenses such as capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of reserves, unanticipated operating deficiencies or any other purpose determined appropriate by the Master Owners Association Board in furtherance of its functions hereunder. Those Special Assessments shall be allocated among the Owner Property on the same basis as Operating Assessments are to be allocated, and the Master Owners Association shall render statements therefore to the Sub-area Associations for the respective shares of their Owners as aforesaid.

5.4. Individual Owner Property Assessments.

The Board may levy an Individual Owner Property Assessment against any Lot (whether or not a dwelling has been constructed thereon), and the Owners thereof, to reimburse the Master Owners Association for costs incurred solely on behalf of that Owner Property, or as a consequence of any act or omission by any Owner, occupant, or invitee thereof, including without limitation, costs of any utility expenses chargeable to an Owner but not separately billed by the utility company and administrative and enforcement charges by the Master Owners Association reasonably determined to be an Individual Owner Property Assessment by the Master Owners Association Board. Upon its determination to levy an Individual Owner Property Assessment other than for the payment of water, sewer and other utility charges, late fees, interest, administrative charges, and attorney's fees associated therewith, the Master Owners Association Board shall give the affected Owner written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Individual Owner Property Assessment ten (10) days prior to the effective date of the levy of any such Individual Owner Property Assessment. The Board may levy an Individual Owner Property Assessment in the nature of an administrative charge reasonably determined by the Board against the property of any Owner who violates the Master Owners Association's Rules, or any provision of the Governing Documents, or who suffers or permits the members, guests, invitees or tenants of that Owner Property to violate the same. Alternatively, at the sole option and discretion of the board of directors of the Sub-area Association, that board, on request from the Board of the Master Owners Association, may elect to assess and collect that Individual Owner Property Assessment against that Owner Property and its Owner or Owners, and if successful in obtaining recovery, remit the proceeds, after all costs of collection, including reasonable attorney fees, to the Master Owners Association.

5.5. Remedies.

In the event that the Master Owners Association itself assesses and collects an Individual Owner Property Assessment, or if for any reason a Sub-area Association fails or refuses to collect and remit any Operating Assessment or Special Assessment, the Master Owners Association may assess and collect the same from the Owners charged, and, in any such case the following shall apply with respect thereto:

- (a) Late Charge. If any Assessment, or any portion thereof, remains unpaid for ten (10) days after it becomes due and payable, the Board may charge interest on the entire unpaid balance from and after that date at the lesser of the rate of ten percent (10%) per annum or the highest rate permitted by law, together with a reasonable administrative collection charge, as established by the Board.
- (b) Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including reasonable attorneys' fees, shall become the joint and several personal obligation of the Owners charged the same, beginning on the date the Assessment became due and payable. The Board may authorize the Master Owners Association to institute an action at law on behalf of the Master Owners Association against the Owner or Owners personally obligated to pay any delinquent Assessment and/or an action to foreclose the Master Owners Association's lien or liens against the Owner Property for unpaid Assessments. In any such action, interests and costs of such action, including reasonable attorneys' fees, shall be added to the amounts owed by the Owner or Owners to the extent permitted by Ohio law.
- (c) Liens. All unpaid Assessments, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Master Owners Association and a lien on the Owner Property against which the Assessment was levied. If any Assessment, or portion thereof, remains unpaid for ten (10) days after it is due, then the Board may authorize any officer or appointed agent of the Master Owners Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and collection costs, including attorneys' fees, with the appropriate governmental office. The certificate shall contain a description of the Owner Property which the lien encumbers, the name of the Owner or Owners of the Owner Property, and the amount of the unpaid portion of the Assessment. The certificate may be signed by any officer of the Master Owners Association, authorized agent or the Managing Agent of the Master Owners Association or its authorized representative. Upon the filing of the certificate, the subject Owner Property shall be encumbered by a continuing lien in favor of the Master Owners Association. The Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State of Ohio for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction.
- (d) Subordination of Lien. The lien of the Assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on the Owner Property recorded prior to the date on which such lien of the Master Owners Association arises, and any holder of such first mortgage which comes into possession of an Owner Property pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid Assessments against the mortgaged Owner Property which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Owner.

- (e) Contested Lien. Any Owner or Owners who believe that an Assessment chargeable to that Owner or Owner Property (for which a certificate of lien has been filed) has been improperly charged against that Owner Property, may bring an action in the Court of Common Pleas of Delaware County for the discharge of that lien and/or a declaratory judgment that such Assessment was unlawful. The filing of such action shall not be grounds for an offset or to withhold payment. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Owner Property, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien and a refund of an Assessment or portion thereof determined to be unlawful.
- (f) Notice of Discharge. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by a designated representative of the Master Owners Association, setting forth whether the Assessments on a specified Owner Property have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

5.6. Suspension of Vote and Use of Master Common Elements.

If any Assessment, or portion thereof, remains unpaid for thirty (30) days after it becomes due, then the delinquent Owner's voting rights upon Master Owners Association matters and privileges to use the Master Common Elements, and to vote, as a Member of the Master Owners Association, shall be suspended until such Assessment is paid. In any case, suspension of any such rights shall be subject to the right of an Owner, Occupant, or their licensees or invitees, to necessary ingress and egress to and from that Owner Property.

6. USE OF FUNDS.

6.1. Application of Assessments.

The Master Owners Association shall apply all funds received by it pursuant hereto, and all other funds and property received by it from any source, to the fulfillment of the purposes of the Master Owners Association as hereinbefore provided.

6.2. Authority to Borrow Funds.

In order to secure the repayment of any and all sums borrowed by it, loaned to it, or owed by it, from time to time, the Master Owners Association is hereby granted the right and power to mortgage and pledge all revenue received and to be received and/or to assign and pledge all revenues received or to be received by it under any provisions of these covenants, including, but not limited to, the proceeds of the Assessments payable hereunder. The amounts, terms and rates of all borrowing and the provisions of all agreements with holders or Owners of any such debt obligation shall be subject solely to the decision of the Board acting in its absolute discretion.

6.3. Authority to Maintain Surplus.

The Master Owners Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or in any other time period and

may carry forward, as surplus, any balances remaining; nor shall the Master Owners Association be obligated to apply any such surpluses to the reduction of the amount of the Assessment in any year, but may carry forward from year to year and time to time such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of the Master Owners Association and the effectuation of its purposes.

6.4. Authority to Enter Into Contracts.

The Master Owners Association shall have the power and authority to contract with any person, corporation, firm or other entity, for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Master Owners Association hereunder, and to delegate such powers and authority to any agent or employee of the Master Owners Association, and the exercise of those powers and authority by such Person shall be deemed the exercise of those powers and authority by the Master Owners Association, except that no independent contractor shall be deemed by virtue of these provisions to be the agent of the Master Owners Association. The Master Owners Association may contract with related entities for services so long as such contracts are commercially reasonable. There shall be no requirement of any bond or surety for the Master Owners Association, its agents, employees, or others assuring the exercise of the powers and authority granted hereunder, except as the Board shall in its sole discretion deem necessary or desirable for the safeguarding of any funds received by the Master Owners Association.

7. MAINTENANCE.

7.1 Maintenance by Association. The Master Owners Association shall maintain and keep in good repair the Master Common Elements. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Master Common Elements and all personal property used in connection with the operation of the Master Common Elements.

7.2 Maintenance by Owner. Each Owner or occupant shall repair, replace, and maintain in good order and condition, at his/her expense, portions of, Improvements to, structures on, and, equipment and components used in connection with, his/her property. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at his/her own expense all maintenance, repairs and replacements within such property that, if omitted, would adversely affect the safety and usefulness of the Master Common Elements. Each Owner shall maintain those portions of his/her property that are adjacent to any portion of the Master Common Elements in accordance with the Rules and the requirements set forth in this Declaration.

7.3 Right of Association to Maintain Property. If any Owner fails to maintain his/her property in the manner required herein, and if the Master Owners Association Board determines that any maintenance of that property is necessary to ensure public safety, to permit reasonable use or enjoyment of the Master Common Elements by Owners, to prevent damage to or destruction of any other part of the Master Common Elements or to comply with the Rules or the terms of this Declaration, then the Board may authorize its employees or agents to enter the

Owner Property at any reasonable time to complete the necessary maintenance and the Board may levy an Individual Owner Property Assessment for all reasonable expenses incurred.

7.4 Damage to Common Property By Owner or Occupant. If any Master Common Element is damaged by any Owner or occupant, his/her family, guests, or invitees, then Master Owners Association Board may levy an Individual Owner Property Assessment against such Owner for the cost of repairing or replacing the damaged property. The Association shall be entitled to enter the Owner Property to repair or maintain any Master Common Elements adjacent to such property.

8. EASEMENTS AND LICENSES.

8.1. Easements for Access and Enjoyment of Master Common Elements.

Every Owner shall have a right and easement in common with all other Owner(s) of enjoyment upon the Master Common Elements, other than that consisting of an easement, which right shall be appurtenant to, and shall pass with the title to, that Owner's property, subject to the terms and limitations set forth herein, and subject to the Rules, provided that no such Rule shall unreasonably limit or prohibit the right of an Owner's or occupant's to ingress and egress from that Owner Property. An Owner may delegate that Person's rights of enjoyment to occupants, licensees and invitees. In addition, all Owners and occupants of dwellings on Lots, and their guests, shall have the right to enter and utilize the Master Common Elements, for the purposes for which they are designed and intended (including, but not limited to the right to perform such Owner's or occupant's required maintenance obligations), provided that such uses shall be subject to the restrictions and covenants contained herein and all Rules and regulations established by the Board, from time to time.

8.2. Right of Entry for Repair.

The duly authorized agents, officers, contractors, and employees of the Master Owners Association shall have a right of entry and access to, over, upon and through the Development subject hereto, including without limitation all Lots,, Improvements and the common elements of any Condominium Ground within the Development, for the purpose of performing the Master Owners Association's obligations, rights and duties set forth herein or pursuant hereto. The Master Owners Association, through its authorized agents, contractors, and representatives, may enter any Lot or Improvement thereon or the common elements of Condominium Ground or improvements thereon, to maintain, repair, and replace the Master Common Elements, if necessary.

8.3. Easements for Utilities and Other Purposes.

The Board or Developers may convey easements over the Master Common Elements to any Person for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Development, or any part thereof, and to any entity for such other purposes as the Board or Developers deems appropriate. The Board or Developers may grant such easements over all portions of the Development for the benefit of adjacent properties as the

Board or Developers deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon any property in the Development.

8.4. Easements for Services.

A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mail carriers, delivery persons, cable and television repair personnel, garbage removal personnel, and all similar persons, and to the local governmental authorities, the Master Owners Association, and the Sub-area Associations, (but not to the public in general) to enter upon the Master Common Elements to perform their duties.

8.5. Easements for Encroachments.

Each Owner Property and Master Common Elements shall be subject to and benefited by easements for encroachments on or by any other Owner Property and Master Common Elements created or arising by reason of overhangs, or by reason of deviations in construction, reconstruction, repair, shifting, settlement, or other movement of any portion of the Improvements. Valid easements for these encroachments and for the maintenance of the same shall and do exist so long as the encroachments remain.

8.6. Easements for Support.

Every portion of a building or utility line or any Improvement on any portion of the Development contributing to the support of another building, utility line or improvement on another portion of the Development shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, Improvements and other portions of the Development.

8.7. Easements Reserved to Developers.

Non-exclusive easements are hereby reserved to Developers, their respective officers, employees, contractors, sub-contractors, and designees, over and upon the Master Common Elements for (a) such time as is necessary to construct and sell the Development and all Improvements thereon for access to and for the purpose of constructing and selling the Development and the Improvements thereon and completing Master Common Element Improvements, provided that such right of access shall be to the extent that access thereto is not otherwise reasonably available, (b) the periods provided for warranties hereunder or by law, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with home purchasers, (c) for the period necessary to construct the homes on the Lots, and sell the same, to maintain and utilize one or more Lots and Improvements thereon and/or a portion or portions of the Master Common Elements for sales and management offices, storage and maintenance, model homes, parking areas for sales and rental purposes, and for advertising signs, and (d) in perpetuity, for pedestrian and vehicular access over the private streets, drives, alleys and walkways that may from time to time be part of the Development. Subject to the provisions of this Declaration, the Rules and the Board's obligation to repair and maintain the Master Common Elements the Master Owners Association shall at all times maintain an unimpeded route of vehicular and pedestrian ingress and egress over and upon the Development to and from each Owner Property and a public street. The rights and easements reserved

pursuant to this Section shall be exercised and utilized, as the case may be, in a reasonable manner, and in such way as not to unreasonably interfere with the operation of the Master Owners Association and the rights of Owners and Occupants.

8.8. General.

Unless specifically limited herein otherwise or by the recorded instrument granting the easement, the easements described herein shall run with the land and pass with the title to the benefited properties, shall be appurtenant to the properties benefited thereby, shall be enforceable by the Owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Owner Property.

8.9. Neighboring Property Access Rights.

Certain neighboring parcels of real property may, and upon an agreement regarding their use and maintenance obligations relative to the same, have rights to access public streets through the private streets located in the Development.

8.10. Developer's Rights to Replat Property.

Developer reserves the right, at any time and from time to time, to amend, alter or replat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Development; provided, however, that only real property owned by Developer shall be the subject of any such amendment, alteration or replatting unless the Owner(s) of such other property as is to be affected by such replatting, alteration or amendment consents in writing to the same. Each Developer, Owner and Member and the Association, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

9. UTILITY SERVICES.

Each Owner by acceptance of a deed agrees to pay for utility services separately metered or separately charged by the utility company to that Owner Property, and to reimburse the Master Owners Association for that Owner's share of any utility cost, including but not limited to the cost of water and sewer service provided to the Owner Property or the common elements of Condominium Ground, that the Board, or its designee, reasonably determines is attributable to use by that Owner Property. The Master Owners Association shall arrange for the provision of utility services, if any, to the Master Common Elements and shall pay the costs of such services separately metered to the Master Owners Association.

10. MISCELLANEOUS.

10.1. Term.

The provisions hereof shall bind and run with the land for a term of forty (40) years from and after the date that this Declaration is filed for recording with the Recorder of Delaware County, Ohio and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless earlier terminated with the consent of Members exercising not less than one hundred percent (100%) of the voting power of all Members and the approval of all holders of first mortgage liens on any Owner Property.

10.2. Enforcement.

The provisions hereof may be enforced by any proceeding at law or in equity by Developer, the Master Owners Association, any Sub-area Association, any Owner, the Master Owners Association Design Review Committee, and each of their respective heirs, successors and assigns, against any Person(s) violating, or attempting to violate, provisions of the Governing Documents, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees) in connection with any violation of the provisions of the Governing Documents. The failure or forbearance to enforce any provision of the Governing Documents shall in no event be deemed a waiver of these rights.

10.3. Amendments.

- (a) Until the Developer turns over control of the Master Owners Association, Developer may, in its sole and unfettered discretion, unilaterally amend the provisions hereof at any time and from time to time, without the consent of any other Owners. Any such amendment may impose covenants, conditions, restrictions and easements in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of any property in the Development. After the Developer turns over control of the Master Owners Association, Developer may unilaterally amend the provisions hereof, without the consent of any other Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on any Owner Property; (c) necessary to conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of a mortgage on an Owner Property, including, but not limited to the requirements of the United States Federal Housing Administration or the Veterans Administration, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Owner Property unless the Owner or Owners thereof have consented to such amendment in writing. No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of either of such right or privilege, nor shall any such amendment increase

Developer's rights and obligations hereunder, except to the extent all Owners rights are increased in the same measure, or relieve either of any obligations hereunder. Developer shall have the right and power, but neither the duty nor the obligation, in its sole and unfettered discretion, to subject all or any part of the Additional Property to the provisions hereof at any time and from time to time by virtue of recording with the Recorder of Delaware County, Ohio, an amendment to this Declaration, a condominium declaration or amendment thereto, a subdivision plat, or a declaration of covenants or other deed restrictions, specifying that such Additional Property is part of the Development. Such an amendment shall not require the joinder or signature of the Master Owners Association, other Owners, mortgagees, or any other Person. In addition, such amendments to this Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions as may be necessary or appropriate, as determined by Developer, to reflect and address the different character or intended development of any such Additional Property.

- (b) After the Developer turns over control of the Master Owners Association, this Declaration may be amended or modified with the approval of Members holding not less than seventy-five percent (75%) of the voting power of Members; provided, however, that the consent of Developer shall be required for any amendment or modification which affects Developer's right hereunder, and further provided that the consent of Members exercising not less than one hundred percent (100%) of the voting power of Members shall be required for any amendment which effects a change in the voting power of any Member, the method of allocating Common Expenses among Owners, the fundamental purpose for which the Master Owners Association is organized, or the obligation of each Owner to be a Member of the Master Owners Association. The Declaration may not be amended so as to eliminate the Master Owners Association's responsibility to repair and maintain Master Common Elements, including but not limited to the private streets, drives, and alleys, the private portions of the storm sewer system serving The Development, and the private main water lines and apparatus serving the Development as a whole or more than one Owner Property, and that are located outside of a building. No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of either of such right or privilege. Any amendment to this Declaration adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in this Declaration by the president and the secretary of the Master Owners Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements hereof. Any amendment so adopted and executed shall be effective upon the filing of the same with the Recorder of Delaware County, Ohio.

10.4. Developer's Rights to Complete Development.

Developer or its designee shall have the right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (b) construct or alter Improvements on any property owned by Developer; (c) construct, maintain and operate model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Developer or the Master Owners Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of

property within the Development. Further, Developer or its designee shall have the right of ingress and egress through the streets, alleys, paths and walkways located in the Development for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements.

Nothing contained herein shall limit the rights of Developer or its designee or require Developer or its designee to obtain approval to: (1) excavate, cut, fill or grade any property owned by Developers or to construct, alter, remodel, demolish or replace any Improvements on any Common Element or any property owned by Developer as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (ii) require Developer to seek or obtain the approval of the Master Owners Association or the Design Review Committee for any such activity or Improvement on any Master Common Element or any property owned by Developer. Nothing in this Section shall limit or impair the reserved rights of Developer or its designee as elsewhere provided in this Declaration.

10.5. Mortgagee Rights.

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

- (a) Any proposed amendment of this Declaration;
- (b) Any proposed termination of the Master Owners Association; and
- (c) Any default under the provisions hereof which gives rise to a cause of action by the Master Owners Association against the Owner subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

Subject to the same limitations contained herein with respect to the rights of a Member to inspect the books and records, each holder and insurer of a first mortgage on any Owner Property shall be entitled, upon written request and at such mortgagee's expense, to inspect the books and records of the Master Owners Association during normal business hours. The holder and insurer of a first mortgage on any Owner Property is not required by the Declaration to collect Assessments. Furthermore, unless an insured mortgage provides otherwise, the failure to pay assessments does not constitute a default under an insured mortgage.

10.6. Community Authority.

The Development shall become part of the Concord/Scioto Community Authority, a new community authority organized under Chapter 349 of the Ohio Revised Code. As a result of the addition of the Development to the Concord/Scioto Community Authority, all Owner Property will be subject to a Community Development Charge as defined in Chapter 349 of the Ohio Revised Code, which Community Development Charge shall equal 10.25 mills per annum as provided in the Declaration of Covenants and Restrictions for the Concord/Scioto Community Authority. Concord/Scioto Development, LLC is the "Developer" for the Concord/Scioto Community Authority, as such term is defined in Section 349.01(E).

10.8. Indemnification.

The Master Owners Association shall indemnify, defend, and hold harmless every officer and director of the Master Owners Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he/she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The officers and directors of the Master Owners Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Master Owners Association, and the Master Owners Association shall indemnify and forever hold each such officer and director free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled by law or the provisions of any other Master Owners Association Governing Document.

10.9. Mutuality.

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

10.10. Severability.

If any article, section, paragraph, sentence, clause or word herein is held by a court of competent jurisdiction to be in conflict with any law, or unenforceable, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of this Declaration shall continue in full force and effect. If the interpretation of any article, section, paragraph, sentence, clause or word is subject to more than one interpretation, the interpretation preserving validity shall be used.

10.11. Enforcement; Waiver.

Failure of Developer, the Master Owners Association or any Owner to enforce any provision of this Declaration or the Rules in any manner shall not constitute a waiver of any right

to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement by the Master Owners Association of the provisions hereof or the Rules.

10.12. Notices.

Notices, demands or other communications to an Owner shall be given in writing by personal delivery at the Owner Property or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner Property as shown by the records of the Master Owners Association, or as otherwise designated in writing by the Owner. Any demand, notice or other communication or action given or taken hereunder or by one of the joint Owners shall be deemed to be given, taken, or received by all such joint Owners.

10.13. Construction.

In interpreting words and phrases herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

10.14. Captions.

The caption of each article, section and paragraph of this Declaration is inserted only for convenience and does not define, limit or describe the scope or intent of its provisions. Any rule of construction to the effect that any ambiguities are resolved against the party who drafted the document shall not be utilized in interpreting this Declaration and the exhibits hereto.

IN WITNESS WHEREOF, the Developer has caused the execution of this Declaration as of the date first above written:

Concord Highlands, LLC

By: _____

Its: _____

Acknowledgement

State of Ohio)

County of _____) SS:

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by _____ the _____ of Concord Highlands LLC, an Ohio limited liability company, on behalf of the corporation.

Notary Public

This instrument prepared by: Jill S. Tangeman, Esq. 52 E. Gay Street, Columbus, Ohio 43216

DRAFT