

**DECLARATION OF RESTRICTIONS  
AS TO  
THE RESERVE  
A SUBDIVISION IN THE CITY OF PERRYSBURG  
WOOD COUNTY, OHIO**

This Declaration of Restrictions (these “Restrictions”) is made and adopted by Reserve Developers, LLC, an Ohio limited liability company with offices at 134 West South Boundary Street, Suite B, Perrysburg, Ohio 43551 (“Developer”) and by The Reserve (Perrysburg, Ohio) Homeowners’ Association, Inc., an Ohio nonprofit corporation (the “Association”) with offices at 134 West South Boundary Street, Suite B, Perrysburg, Ohio 43551.

**WHEREAS**, Developer is the owner of all of the residential lots shown on the plat of The Reserve, which plat was recorded on January \_\_\_\_, 2016 in Wood County Official Record \_\_\_\_\_. The real estate constituting The Reserve is described on Exhibit A attached hereto and incorporated herein by reference.

**WHEREAS**, the Association has been formed to be the owner of that portion of The Reserve designated as common area on the recorded plat of The Reserve and that will be designated as the common area on subsequent plats of The Reserve, if any, such common area to be used for roadway, utility and recreational purposes and as open space. The members of the Association are the owners of all of the residential lots in The Reserve.

**WHEREAS**, the Bylaws (Code of Regulations) of the Association are attached hereto as Exhibit B and incorporated herein by reference.

**WHEREAS**, Developer and the Association desire to establish a general plan for the development of The Reserve and for the possible development of subsequent plats, that may be developed as an extension of The Reserve (The Reserve and all subsequent plats developed as an extension of The Reserve are herein sometimes collectively called “The Reserve” and/or the “Subdivision”) and to establish restrictions upon the manner of use, improvement and enjoyment of the residential lots in The Reserve that will make such residential lots more attractive for residential purposes and will protect present and future owners of such lots in the enjoyment of their use for residential purposes.

**WHEREAS**, Developer is or may become the owner of other real estate in the vicinity of The Reserve that Developer may desire to develop as an extension of and in conjunction with the development of The Reserve and in accordance with these Restrictions on the manner of use, improvement and enjoyment thereof as herein provided. Developer reserves the right to extend the benefit and the burdens created by these Restrictions, including the non-exclusive right and easement to use and enjoy the common areas, roadways and utility lines (including, but not limited to, all water, sewer, electrical, cablevision and telephone lines and easements) to any real estate that may be hereafter acquired by Developer in the vicinity of The Reserve and may be developed by Developer in conjunction with the development of The Reserve and subsequent plats of The Reserve. Developer may exercise the rights reserved herein by filing consecutively numbered plats of The Reserve together with supplemental Declarations of Restrictions subjecting such subsequent plats to this Declaration of Restrictions or to restrictions that are materially different than these Restrictions. No provision of these Restrictions shall affect the real estate adjacent to The Reserve, unless and until, made subject hereto by the Developer.

**NOW, THEREFORE**, Developer and the Association in consideration of the enhancement in the value of the lots in The Reserve by reason of the adoption of these Restrictions, do for themselves, their successors and assigns hereby declare, covenant and stipulate that all lots and common areas shown on the recorded plat of The Reserve shall hereafter be conveyed by Developer and its successors and assigns subject to the foregoing recitals and to the following restrictions, covenants and conditions:

## **ARTICLE I**

### **USE OF LAND**

1.1 **Residential Lots.** The lots located and shown on the recorded plat of The Reserve shall be referred to herein as “lots” or “residential lots.” No structure or improvement shall be erected, placed or maintained on any residential lot other than one (1) single-family dwelling of not less than three thousand (3,000) square feet of living area and a private attached garage of not less than three (3) car capacity, an in-ground only swimming pool (which shall be constructed and used in accordance with all applicable federal, state and local laws and regulations) and such accessory buildings and uses all as are approved in writing in advance by the Architectural Control Committee as provided under Article II hereof. Each structure or improvement shall be constructed of brick, stone, stucco, quality wood, or composite wood such as fiber cement board. No vinyl or aluminum siding will be permitted on any structure or improvement within the Subdivision. With respect to each structure erected or maintained in the Subdivision, all utility services shall be underground.

1.2 **Description of Residential Lots.** The fifteen (15) residential lots located and shown on the recorded plat of The Reserve consist of fifteen (15) sequential residential lots which adjoin each other. The lots are numbered one (1) through fifteen (15).

1.3 Common Area. The real estate designated on the recorded plat as “common area” (including Lot A), or words of similar meaning shall be used exclusively for utility purposes, for noncommercial recreational purposes and for open space. It is Developer’s intent that the common area designated on the recorded plat of The Reserve shall be primarily for the use and enjoyment of the residents The Reserve. Developer and/or the Association may adopt rules and regulations governing the use of the common area within The Reserve. Except as expressly authorized under Section 5.1 hereof, the common area shall not be built upon or be otherwise improved (but shall be maintained by the Association). Developer shall contribute sufficient initial capital to the Association to manage, maintain, and repair the common area until ownership of the common area is conveyed by Developer to the Association, subject to the provisions of Article IV hereof.

1.4 Use Restrictions. No building or structure on any residential lot and no portion of any residential lot shall be used for other than residential purposes. Until the adoption by the Association of rules and regulations governing the rental of dwellings, no dwelling may be rented by the owner to others, in whole or in part, except in accordance with such rules and regulations. No noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the Subdivision, nor shall anything be done within the Subdivision that may be or become an annoyance or nuisance. No clothing, bedclothes, laundry or similar articles or other items or materials shall be hung out or exposed from any residence or on any part of any residential lot or on any part of the common areas of the Subdivision; provided, however, that the foregoing shall not prohibit such activity within enclosures that completely shield such laundry from view and that have been approved in advance of construction by the Architectural Control Committee. No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any of the residential lots other than a well for water for recreation or maintenance purposes that has been approved in writing in advance of construction by the Architectural Control Committee as provided under Article II hereof. No lot shall be used for the storage of automobiles, motor homes, boats, trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material, except that during the period while a structure is being erected upon any residential lot, building materials to be used in the construction of such structure may be stored thereon, provided however, that any building materials not incorporated into the structure within ninety (90) days after its delivery to such residential lot shall be removed therefrom.

1.5 Commencement of Construction of Structures; Completion of Structures; No Occupancy of Incomplete Dwellings or Other Shelters. All structures must be completed by an owner within one (1) year following the commencement of construction. No sod, dirt or gravel other than that incidental to construction of approved structures shall be removed from residential lots without the written approval in advance from the Architectural Control Committee as provided under Article II hereof. No dwelling erected in the Subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor by the Architectural Control Committee as provided under Article II hereof. No trailer, basement, tent, shack, garage, barn, mobile home or other

temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in the Subdivision.

1.6 Irrigation Systems. All residential lots in the Subdivision shall be serviced by underground automated sprinkler systems connected to the public water system and providing one hundred percent (100%) turf coverage of the front and side yard, and fifty percent (50%) turf coverage of the rear yard. Such irrigation facilities must be installed at the time of construction, continuously maintained in good operating condition thereafter, and utilized by all residential lot owners to the extent necessary and appropriate to maintain a green and healthy turfgrass lawn in conformance with the first-class, high quality Subdivision standard and the master plan for landscaping established by Section 2.6 hereof.

1.7 Accessory Structures. Pool houses, carriage houses and other similar accessory buildings are permitted within the Subdivision as authorized by the Architectural Control Committee. Accessory buildings shall have a foundation and be of similar compatible design and materials as used for the main structure. Pre-fabricated accessory buildings will not be permitted within the Subdivision.

1.8 Fences. Any fencing, whether voluntary or required by Sections 1.9 or 1.10 hereof, shall be approved by the Architectural Control Committee as required by Article II hereof. Any approved fence will only be permitted within the rear yard of a residential lot. The style of the fence shall conform to either “Jerrith, Model: CP-4” or “Ultra, Model: UAF 200 Flat Top Flush/Modified” in a black satin finish at forty-eight inches (48”) in height. A similar style of fence produced by another manufacturer may be approved by the Architectural Control Committee.

1.9 Swimming Pools. Subject to the provisions of this Section and Article II hereof, swimming pools shall be permitted within the Subdivision on the same residential lot as the residence the swimming pool is ancillary to; provided, however any swimming pool constructed within the Subdivision shall be in-ground and shall only be permitted within the rear yard of a residential lot. Only one (1) swimming pool shall be permitted per residential lot. The rear yard surrounding a swimming pool shall be enclosed by a fence in accordance with Section 1.8 above. For purposes hereof, a swimming pool means a swimming pool, tank or other fabricated structure containing at least two (2) feet of water, with a capacity for seven (7) or more persons, intended for recreational swimming by its owner. Any swimming pool shall be subject to review and approval of the Committee.

1.10 Outdoor Saunas / Tubs. Subject to the provisions of this Section and Article II hereof, outdoor saunas and tubs shall be permitted within the Subdivision. Any pool with a capacity of six (6) or fewer persons shall be classified as an outdoor sauna or tub. Outdoor saunas and tubs, when constructed as a connected and integral part of a swimming pool, shall be constructed to the standards for a swimming pool. Stand-alone outdoor saunas and tubs shall be located no more than twenty (20) feet from the primary residence. Outdoor saunas and tubs shall have privacy screens (which may be evergreen landscaping), either as an integral part of the unit,

or constructed as part of a screen or fence around a yard as for a swimming pool. Such screen or fence shall extend not less than six (6) feet above the primary floor surface or grade upon which the sauna or tub is mounted. Any outdoor sauna or tub shall be subject to review and approval of the Committee.

1.11 Flagpoles. Each residential lot is permitted to have a single ground mounted flagpole for the purpose of flying an official flag of the United States of America or the State of Ohio. The flagpole on a residential lot shall be properly proportioned and scaled to the size of the building and surrounding property. Only flags of the United States of America or the State of Ohio are permitted to be flown within the Subdivision. No other flag (i.e. commercial logos, sports teams, seasonal decoration, etc.) may be flown from any flagpole within the Subdivision. Wall mounted flagpoles are permitted up to a maximum of two (2) per single-family structure. Proper etiquette shall be observed with respect to the display of the flag.

1.12 Satellite Dishes. A single satellite signal-receiving dish is permitted for each dwelling on a residential lot, provided the size of the dish does not exceed one (1) meter in diameter. Such dishes shall be painted, or otherwise obscured from public view, to blend harmoniously with the architecture of the home and the Association. Wiring for dishes shall be concealed within the wall of the structure. No wiring or conduit for a satellite dish shall be exposed on a wall for a distance greater than twelve (12) inches.

1.13 Outdoor Sporting Equipment. Basketball backboards may not be mounted on any building within the Subdivision. Basketball backboards may only be placed on a pole in the rear yard or alongside the driveway of any dwelling. If placed alongside a driveway, the basketball backboard may not face the roadway. No basketball backboard shall be visible from the front yard of the residential lot on which it is erected. Playground equipment for children shall only be installed in the rear yard of a residential lot in such location as approved by the Architectural Control Committee. Any such playground equipment shall be primarily constructed of wood. Playground equipment not primarily constructed of wood shall not be erected or maintained within The Reserve. Nets and courts for field sports (volleyball, badminton, tennis, etc.) may be temporarily erected on a residential lot in the rear yard for the time during which they are in use. Nets shall be dismantled at the end of each day. Permanent nets and courts are not permitted within the Subdivision.

1.14 Pets. Only domesticated dogs, cats or other household pets calculated not to cause a nuisance or create an unreasonable disturbance suitably maintained and housed within a dwelling, may be kept on any residential lot; provided, however, no more than two (2) dogs and two (2) house cats may be kept on any residential lot. Such pets shall be kept subject to rules and regulations adopted by the Association. No other animals may be kept on any residential lot. No animal may be kept, bred or maintained for any commercial purpose. No dog runs, dog houses or the like may be placed or constructed on any residential lot. Such pets will be permitted on the common area of the Subdivision only if on a leash. Any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the Subdivision in accordance with rules and regulations adopted by the Association.

1.15 Signs. No signs of any character, including, but not limited to, advertising “for sale”, “for lease” and political signs shall be erected, placed, posted or otherwise displayed on or about any residential lot. Notwithstanding the foregoing provision of this Section, until such time as Developer has conveyed to others all residential lots in the Subdivision, (i) Developer shall be permitted to construct and use sales and construction offices and model homes on one (1) or more of the residential lots in the Subdivision and to maintain signs on Hull Prairie Road advertising the sale of residential lots in the Subdivision and (ii) the builder of a residence on a lot shall be entitled to erect a sign (not to exceed 3’ by 3’ during the construction of the residence and for a period of six (6) months after the initial occupancy of the residence.

1.16 Storage of Personal Property. Any commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, trucks, boats, busses, tents, mobile homes, trailers or other similar housing devices, if stored on any residential lot in The Reserve, shall be suitably housed within the attached garage.

1.17 Prohibited Vehicles. Notwithstanding any other provision of this Declaration to the contrary, no vehicles in excess of 8,000 pounds, curb weight, shall be permitted to be kept in the Subdivision, including but not limited to the roadways within the Subdivision; provided, however, this provision shall not apply to (i) construction activities conducted by Developer, (ii) construction activities associated with the construction of structures on a residential lot, (iii) vehicles for moving in or out of a dwelling, (iv) other vehicles making deliveries to a lot within the Subdivision, (v) vehicles servicing the common areas of the Subdivision.

1.18 Disposal of Rubbish. All rubbish, debris and garbage shall be stored and maintained in containers entirely within the garage.

1.19 Lighting. Except for traditional holiday lights, all exterior lights must be approved in accordance with Article II hereof. Holiday decorative lights may be displayed for one (1) month prior to and one (1) month after any commonly recognized holiday for which such lights are traditionally displayed. Holiday lights must not be of such size, intensity and quantity so as to unreasonably disturb other lot owners in the Subdivision or otherwise create a nuisance.

1.20 Mailbox. Each residential lot is permitted to have a single traditional style mailbox, constructed of cedar, which shall be painted white with black numbering.

## **ARTICLE II**

### **ARCHITECTURAL CONTROL**

2.1 Submission and Approval of Plans and Specifications. The plans and specifications for all buildings and other improvements and structures (including, but not limited to, signs, fences, walls, decks, patios, driveways, hedges, garages, basements, wells (for

recreation or maintenance purposes only), pools, outdoor saunas and tubs, flagpoles and other enclosures) to be constructed within the Subdivision shall be submitted for examination to the Architectural Control Committee and written approval of the Architectural Control Committee to such plans and specifications shall be obtained before any such building, structure or improvement shall be constructed or placed upon any residential lot and before any addition, change or alteration may be made to any building or other structure situated on a residential lot. The Architectural Control Committee shall approve, reject or approve with modifications all submissions within fourteen (14) days after submission of the plans and specifications required hereunder to the Architectural Control Committee. Failure to so respond within such period shall be deemed to be disapproval of the submission. The plans and specifications to be submitted shall show the size, location, type, architectural design, quality, use, construction materials and color scheme of the proposed building, structure or improvement, the grading plan for the building site, the finished grade elevation thereof. Two (2) copies of the plans shall be submitted and one (1) copy of samples or other exhibits shall be submitted. Such plans and specifications shall be of sufficient quality and meet the standards necessary to obtain a building permit.

2.2 Membership of Architectural Control Committee. The Committee shall be composed of three (3) members, all of whom shall be appointed by the Developer until such time as the Developer shall have sold and conveyed all of the residential lots in the Subdivision to others and residences shall have been erected on all of the residential lots in the Subdivision. Thereafter, the Association shall have the right to appoint the members of the Committee. The Developer hereby expressly reserves to itself, and to its successors and assigns: (i) the right and privilege to assign its appointment rights under this Section 2.2 to any successor to its interest as Developer of the Subdivision; and, (ii) the right and privilege to relinquish to the Association its appointment rights. Such assignment or relinquishment shall become effective from and after the time a written instrument evidencing such assignment or relinquishment signed by the Developer or by its successors or assigns shall be filed for record with the Wood County, Ohio Recorder.

2.3 Architectural Standards, Harmonious Plan. In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of The Reserve as an architecturally harmonious, artistic and desirable residential subdivision, with individual residences to be constructed in such architectural styles, of such materials, in such colors, and located in such manner as to, in the judgment of the Architectural Control Committee, complement each other and promote the harmony and desirability of the Subdivision taken as a whole. In approving or withholding its approval of any plans and specifications, the Architectural Committee shall have the right to consider the suitability of the proposed building or structure and of the materials of which it is to be built to the building site upon which it is to be erected and the appropriateness and harmony of the contemplated improvements in relation to improvements on adjacent residential lots and in relation to the general plan for the development of The Reserve as well as the artistic and architectural merits of the proposed building or structure, its effect on the view and outlook from neighboring residential lots, the extent to which its location and configuration preserves the natural attributes, including the trees thereon, of the

residential lot, and such other matters as may be deemed to be in the interest of the owners of residential lots in The Reserve as a whole.

2.4 Location of Structures; Extensions into Common Areas. All dwellings and accessory structures in the Subdivision shall be erected wholly within the residential lot lines and no closer to any of the roadways than the set-back lines of the residential lots as shown on the recorded plat in such location as approved by the Architectural Control Committee.

2.5 Minimum and Maximum Height. No dwelling constructed or erected within the subdivision shall be greater than two (2) stories above grade at the main (first) floor level, unless approved in advance in writing by the Committee. The minimum height of a dwelling shall be twenty-five (25) feet above grade and the maximum height of a structure shall be thirty-five (35) feet above grade.

2.6 Landscaping. Prior to commencement of construction on any residential lot, an individual landscaping plan shall be submitted to and approved in writing by the Architectural Control Committee. The design of the landscaping around each structure shall be prepared by, or under the direct supervision of, a licensed landscape architect, appropriately experienced in luxury residential design and familiar with native species. The Architectural Control Committee may, in its sole discretion and on a case-by-case basis, waive the requirement that the landscape plan be completed by a landscape architect in favor of appropriately experienced landscape designers employed by a professional lawn and landscape service company. All landscaping shall be installed and completed within six (6) months following the date of occupancy of a residence.

2.7 Trees. Subject to the provisions for yards and plantings under Section 2.6 above, Developer and the Association shall preserve, insofar as possible and consistent with the development of The Reserve the trees and natural attributes of the common areas. No trees greater than six (6) inches in diameter at four (4) feet above grade shall be removed in connection with the development of any residential lot except as approved in advance in writing by the Architectural Control Committee and as shown on the approved site plan for the construction. Each residential lot owner shall be responsible for ensuring that the type and number of trees installed in connection with the development of any residential lot comply with the Street Tree Chapter of the City of Perrysburg, whether now required or hereinafter enacted.

2.8 Establishment of Grades. Subject to the requirements shown on the recorded plat of The Reserve, Developer shall have the sole and exclusive right to establish grades, slopes and swales on the common area and on all residential lots and to fix the grade at which any building or structure, shall be erected or placed thereon, so that the same may conform to a general plan for the development and use of The Reserve.



2.9 Construction in Violation of Approved Plan. In all instances where plans and specifications are required to be submitted to and approved by the Architectural Control Committee, if subsequent to receiving such approval there shall be any variance from the approved plans and specifications in the actual construction or location of the improvement without the written consent of the Architectural Control Committee, such variance shall be deemed a violation of these restrictions.

2.10 Voting by Architectural Control Committee, Non-Liability for Determinations. Determinations by the Committee shall be made by a majority of the members present at any meeting. Unless waived by all members of the Committee, not less than two (2) days' notice of a meeting shall be given each member in writing or by telephone at her or his residence address. Two (2) members of the Committee shall constitute a quorum. Although the Committee and Developer are granted by these Restrictions certain discretion and rights of approval, disapproval and interpretation, the owners of residential lots in The Reserve, as further consideration for the conveyance to them of such lots, do, for themselves, their heirs, personal representatives, successors and assigns, and their successors in the ownership of such lots, by their acceptance of the conveyance of such lots, release and forever discharge the Committee and Developer from any claims they may have against either the Committee or Developer arising out of their exercise of such discretion and such rights of approval, disapproval and interpretation and/or for their failure to exercise such discretion, rights of approval, disapproval and interpretation.

### **ARTICLE III**

#### **The Reserve (Perrysburg, Ohio) Homeowners' Association**

3.1 Membership in Association. All owners of a residential lot in The Reserve, including Developer, and all persons who hereafter acquire title to a residential lot in the Subdivision, shall automatically become members of the Association and shall be entitled to all the rights and privileges of such membership, including, but not limited to, one (1) vote on each matter submitted to a vote of members of the Association for each residential lot in the Subdivision owned by her or him and subject to all of the duties and obligations thereof as set forth in the recorded plat of The Reserve, these Restrictions, and the Articles of Incorporation, Code of Regulations, and rules and regulations of the Association. Notwithstanding the foregoing, until the last lot is sold and conveyed and the common area is conveyed by Developer to the Association, Developer shall exercise all voting authority and control of the Association; provided, however, Developer shall be entitled to, in its sole discretion, relinquish such control earlier than the time set forth above. Where title to a residential lot is in more than one (1) person, such co-owners acting jointly shall be entitled to only one (1) vote.

3.2 Rights of Members. Subject to the provisions of Section 1.3 above, each member of the Association, in common with all other members, shall have the right to use the common area and the utility easements in the Subdivision for all purposes incident to the use and occupancy of her or his residential lot as a place of residence and shall have a nonexclusive easement together with the other owners of residential lots to the use and enjoyment of the

common area and the utility easements. All members of the Association shall use the roadways, the common area and the utility easements in such manner as will not restrict, impede or interfere with the use thereof by other members, and their respective families, guests, invitees, and servants.

3.3 Association Rights. The Association shall have the power and right:

(a) to acquire title from Developer to all common areas, buffer lots and utility easements that may be designated for the common use and enjoyment of residential lot owners in the recorded plat of The Reserve and to manage, maintain and repair such common areas, buffer lots and utility easements;

(b) to enforce all provisions herein and in the recorded plats of The Reserve;

(c) to adopt rules and regulations of general application governing the management, maintenance, repair and rental of dwellings and the roadways, common areas and utility easements on the recorded plat of the Subdivision;

(d) in the event an owner of any residential lot fails to repair and maintain the exterior of her or his residence in first-class condition within forty-five (45) days after delivery of notice from the Association to her or his residence or to such other address as to which such owner shall have designated to the Association in writing specifying the remedy required (if such notice is not hand delivered, it shall be sent by registered mail, post paid, return receipt requested) then the Association, upon the affirmative vote of a majority of its Directors, shall have the right to enter upon the residential lot and to repair and maintain the exterior of such residence with the cost of any such repair or maintenance being added to and becoming a part of the Association' assessment against the residential lot; and

(e) to carry out all other purposes for which it was organized or which it may hereafter be authorized to undertake.

3.4 Ownership of Common Area. Notwithstanding the provisions of paragraph 3.1 of this Article III and any designation of "common area" on the recorded plat of The Reserve and subject to the terms of the Owner's Certifications contained in such plats, neither the Association nor any owner of any residential lot shall have any ownership interest in or any right to control the use or development of any such common area unless and until Developer shall convey such common area to or for the benefit of the Association. Thereafter, the owners of the residential lots in the Subdivision shall have only those rights with respect to the common area as are granted them hereunder and under the recorded plat or plats of The Reserve, the Articles of Incorporation, Code of Regulations and rules and regulations of the Association. Developer, by its execution and recording of these Restrictions and the platting of The Reserve does not represent or warrant that it will, and shall not be obligated to, convey any such common area to or for the benefit of the Association prior to the conveyance of the last residential lot by

Developer to a third party, but may convey such common area to the Association at any time prior to conveyance of the last residential lot to a third party if it deems such conveyance desirable.

**ARTICLE IV**

**ASSESSMENT OF OWNERS**

4.1. Annual Assessment. For the year commencing January 1, 2016 and each calendar year thereafter, each and every residential lot and residential lot owner in The Reserve shall be subject to an annual assessment in the amount of \$250.00 and thereafter as may be annually determined by the Developer (prior to the turnover of the Association) and thereafter by the Association. The assessment for each calendar year shall be determined by the Association prior to the end of the preceding calendar year and shall be paid to the Association in full not later than thirty days after the submission of invoice of January each year. The annual assessment shall become a lien against each residential lot on the first day of the year in which it is due and shall also be the personal obligation of the owner (and the joint and several obligation of the owners) of each residential lot at the time when the assessment becomes a lien. If default occurs in any payment of the annual assessment for a period of sixty (60) days after its due date, a "Notice of Lien" in substantially the following form may be filed and recorded in the lien records at the office of the Recorder of Wood County, Ohio:

Notice of Lien

Notice is hereby given that The Reserve (Perrysburg, Ohio) Homeowners' Association, Inc. claims a lien for unpaid annual assessments for the year() in the amount of \$\_\_\_\_\_ together with interest and costs of collection as provided in the Declaration of Restrictions for The Reserve against the following described real estate:

(insert legal description)

The records of the Association indicate that \_\_\_\_\_  
\_\_\_\_\_ is (are) the present owner(s) of such real estate.

The Reserve (Perrysburg, Ohio)  
Homeowners' Association, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, \_\_\_\_\_ of The Reserve (Perrysburg, Ohio) Homeowners' Association, Inc., an Ohio nonprofit corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

In the event any payment of the annual assessment is not paid when due, the Association may, when and as often as delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of the above-described lien or otherwise and in such event the Association shall also be entitled to recover and have and enforce against each residential lot a lien for its costs and expenses in that behalf, including attorneys' fees. No owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of the common areas or any facilities located thereon or by abandonment of her or his residential lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage encumbering a residential lot. Sale or transfer of any residential lot shall not affect the assessment lien; provided, however, that the sale or transfer of any residential lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve a residential lot from liability for any assessments thereafter becoming due or from the lien thereof.

4.2 Application of Assessments. The annual assessments shall be levied against all residential lots in The Reserve except for any lot owned or leased by the Association for the common use and enjoyment of the owners of residential lots to the Subdivision. The assessments shall be applied toward the payment of the following costs and expenses:

- (a) Utilities and waste removal for the common area and the utility easement areas;
- (b) Insurance to protect the Directors and Officers of the Association, as well as the Association and its members, for liability incident to the ownership and use of the roadways, the common area and the utility easement areas and operation of the Association ;
- (c) Landscaping, gardening, snow and trash removal, and management, maintenance, repair and replacement of the common area and the utility easement areas;

- (d) Employment of services and personnel required for the maintenance, repair and replacement of the common area and the utility easement areas and facilities located thereon, including legal and accounting services and to enforce, if necessary, the terms and conditions of these Restrictions, the Articles of Incorporation, Code of Regulations and rules and regulations of the Association, and any violations or infractions thereof;
- (f) All real estate, personal property and other taxes levied against the Association or any of the common areas and utility easement areas and to discharge any lien or encumbrance for taxes or otherwise against the Association or its assets;
- (g) Operation and maintenance of all underground utility lines owned by the Association, if any;
- (h) operation and maintenance of the storm water retention system located on Lot A;
- (i) Any other costs and expenses reasonably incurred by the Association in performing its obligations under the recorded plats of The Reserve, these Restrictions or under the Articles of Incorporation or Code of Regulations of the Association; and
- (j) The establishment of reserves to pay the estimated future costs of any of the foregoing.

Annual assessments may be increased, decreased or adjusted from year to year by the Association as the interests of the residential lot owners may, in its judgment, require. The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all interested parties. Upon demand of any residential lot owner and after payment of a reasonable charge therefor the Secretary or Treasurer of the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such owner's residential lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

## **ARTICLE V**

### **EASEMENTS**

5.1 **Reservation of Easement Rights.** Developer reserves to itself, and to its successors and assigns, the exclusive right to grant consents, easements and rights of way for the preservation of natural areas, construction, operation, maintenance and use of electric light, cablevision, telephone and telegraph poles, wires and conduits, including underground facilities for the public roadways within the Subdivision; and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by Developer or its successors and assigns for the service of the Subdivision on, over, below, or under all of the areas designated as "common

area,” “utility easement,” “drainage easement,” “sanitary easement,” or with words of similar import, on the recorded plats of The Reserve, and along and upon all roadways now existing or hereafter established and abutting all the residential lots in the Subdivision. Developer designated certain areas of the Subdivision depicted as “Conservation Easement” as natural reserve areas where no trees or brush with a trunk larger than two inches (2”) in diameter may be removed without the prior written approval of the Association. Developer also reserves to itself, and to its successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the residential lots from time to time to construct, install, relocate, repair, maintain and replace such utility lines and to trim trees, shrubbery, or other growth or obstructions which may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as “common area,” “utility easement,” “drainage easement,” “sanitary easement,” “conservation easement” or with words of similar import, upon the recorded plat or plats of The Reserve, except as expressly authorized under Paragraph 2.5 hereof. The term “structures” as used in the preceding sentence shall include, but not be limited to, houses, garages, and other buildings. No owner of any residential lot shall have the right to reserve or grant any easements or rights of way upon or over any of the residential lots without the prior written consent of the Developer, its successors and assigns.

## **ARTICLE VI**

### **CONSTRUCTION OF SIDEWALKS**

6.1 Sidewalks to be Constructed and Maintained by Lot Owners. In connection with the construction of a residential lot owner’s dwelling, the residential lot owner shall construct a sidewalk as set forth on the recorded plat. Each residential lot owner shall maintain, repair and replace the sidewalk on such residential lot owner’s residential lot.

## **ARTICLE VII**

### **DURATION OF RESTRICTIONS, AMENDMENTS**

7.1 Term. These covenants and restrictions shall run with the real estate and shall be binding upon Developer, the Association, and all persons claiming under or through Developer or the Association until the first day of January, 2026, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

7.2 Amendments. These covenants and restrictions may be amended at any time, and from time to time, with the written approval of the then owners of not less than seventy-five percent (75%) of the voting power of the Association, which amendment shall become effective from and after the filing with the Recorder of Wood County, Ohio of an instrument stating the amendment and evidencing the consent of the approving residential lot owners thereto. Prior to January 1, 2026, the Developer shall have the right to unilaterally amend this Declaration of Restrictions.

## **ARTICLE VIII**

### **ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS**

8.1 Violations Unlawful. Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. Developer, the Association, the Architectural Control Committee or any person or persons owning any residential lot in the Subdivision, may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such restrictions to prevent her, him or them from so doing, to cause the removal of any violation, and/or to recover damages, attorneys' fees and expenses for such violation or attempted violation.

8.2 Saving Clause. Invalidation of any of the restrictions herein contained by judgment or court order or amendment hereof by act of the owners of residential lots in The Reserve shall not affect any of the other provisions contained in this Declaration of Restrictions, which shall remain in full force and effect.

8.3 Transfers Subject to Restrictions. All transfers and conveyances of each and every residential lot in The Reserve shall be made subject to these restrictions.

8.4 Notices. Any notice required to be sent to any owner of a residential lot or any part thereof or to Developer or to the Association or to the Architectural Control Committee shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Developer or to the Association or to any member of the Architectural Control Committee as such address appears on the applicable public record or on the records of the Association or the Architectural Control Committee.

8.5 Developer's Rights Assignable, Interpretation of Restrictions. The rights, privileges and powers granted by this Declaration of Restrictions to, and/or reserved by, Developer shall be assignable at any time and shall inure to the benefit of the successors and assigns of Developer, and any such assignment by Developer shall be in writing and shall be recorded in the office of Recorder of Wood County, Ohio. Developer shall have the right to construe and interpret these restrictions and its construction and interpretation, in good faith, shall be final and binding as to all persons and property benefited by such restrictions. Developer reserves the right to relinquish its power to construe and interpret these restrictions by written instrument delivered to the Association whereupon all rights with respect thereto shall thereafter be exercised by the Association.

8.6 No Waiver of Violations. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

8.7 Limitation of Warranties; Indemnification of Directors, etc. of Association. By acceptance and recording of a deed to a residential lot in The Reserve, each owner shall be deemed to have acknowledged and agreed that there are no representations or warranties, express or implied, by the Developer or the Association with respect to the merchantability, fitness, or suitability of the residential lots for the construction of residences or with respect to the Subdivision other than as expressly stated in writing (i) by the Developer to the lot owner; or, (ii) in these Restrictions; or, (iii) in the Articles of Incorporation and Code of Regulations of the Association. The Articles of Incorporation of the Association provide that the Directors, officers, employees and agents of the Association shall be indemnified by the Association to the fullest extent permitted by law for their actions taken on behalf of the Association, including their actions taken under this Declaration of Restrictions.

8.8 Waiver of Restrictions by Architectural Control Committee. Each residential lot owner, by acceptance of a deed to a residential lot, agrees and consents and shall be deemed to agree and consent for herself or himself and for her or his heirs, personal representatives, successors and assigns, that if, in the opinion of the Architectural Control Committee, the shape, dimensions, number of structures, location of natural features such as trees, or topography of the residential lot upon which a building or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the recorded plat or of any provision of these restrictions would work a hardship, the Architectural Control Committee may, in writing, grant waivers from these restrictions as to such residential lot so as to permit the erection of such building or the making of the proposed improvements.

8.9 Modification of Restrictions, Hardship. In the event of a material change in conditions or circumstances from those existing at the time these Restrictions are adopted that would cause the enforcement of these Restrictions to become a hardship upon any of the owners of residential lots, or that would cause such Restrictions to cease being beneficial to the owners of such residential lots, Developer shall have the right to modify these restrictions so as to remove the hardship, or make the restrictions such as to be beneficial to all residential lot owners, by filing for record with the Wood County, Ohio Recorder an instrument adopting such modification to these Restrictions. The provisions of this paragraph shall not be construed as a limitation upon the right of the Committee to modify the provisions of these Restrictions as provided in paragraph 8.8 of this Article VIII, nor shall it limit the provisions of Article VII hereof.

8.10 Paragraph Headings. The paragraph headings contained in this Declaration of Restrictions have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of these restrictions.

8.11 Exclusive Builder. Developer anticipates the construction of all of the residences on the lots will be performed by Developer's affiliate Schoen Builders, LLC (the "Exclusive Builder"). Every conveyance of a lot in The Reserve shall be made subject to the requirement that any residence on such lot shall be constructed by the Exclusive Builder, or its successors or assigns.



**IN WITNESS WHEREOF**, Reserve Developers, LLC, the Developer, has caused this Declaration of Restrictions to be executed on its behalf by its duly authorized member this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and The Reserve (Perrysburg, Ohio) Homeowners' Association, Inc., the Association, acting by and through its duly authorized officer has caused this Declaration of Restrictions to be executed on its behalf this \_\_\_\_ day of January, 2016.

**RESERVE DEVELOPERS, LLC**, an Ohio limited liability company

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**THE RESERVE (PERRYSBURG, OHIO) HOMEOWNERS' ASSOCIATION, INC.**, an Ohio nonprofit corporation

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of January, 2016, by \_\_\_\_\_, \_\_\_\_\_ of Reserve Developers, LLC, an Ohio limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of January, 2016,  
by \_\_\_\_\_, \_\_\_\_\_ of The Reserve (Perrysburg, Ohio)  
Homeowners' Association, Inc., an Ohio nonprofit corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

This instrument was prepared by,  
and after recording return to:  
Lane D. Williamson, Esq.  
Eastman & Smith Ltd.  
One SeaGate, 24th Floor  
P.O. Box 10032  
Toledo, OH 43699-0032  
(419) 241-6000

**EXHIBIT A**

LEGAL DESCRIPTION

Lots numbered from 1 to 15 and lettered Lot A in The Reserve, a subdivision in the City of Perrysburg, Wood County, Ohio.

**EXHIBIT B**  
**BYLAWS**  
**(CODE OF REGULATIONS)**  
**OF**  
**THE RESERVE (PERRYSBURG, OHIO) HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I. DECLARATION; APPLICABILITY; OFFICE**

1.1 Declaration. The Reserve (Perrysburg, Ohio) Homeowners' Association, Inc., an Ohio nonprofit corporation, is the Association to which reference is made in the Declaration of Restrictions recorded January \_\_\_\_\_, 2016 (that Declaration, as it may be amended from time to time, the "Declaration"). The terms, provisions, conditions and restrictions of the Declaration, as they relate to the Association and the members (as defined below), Board of Trustees, officers and committees, are incorporated by reference with the same force and effect as if fully set out in this Code of Regulations.

1.2 Applicability. This Code of Regulations is binding on all present or future owners (as defined in Article XI, Paragraph 11.1) or occupants (as defined in Article XI, Paragraph 11.2) of a residential lot in The Reserve (as described in the Declaration) or other persons using any improvements or facilities located on the Real Property in any manner. Upon the acquisition, rental, use or other act of occupancy of any residential lot (as defined in the Declaration), or any other portion of The Reserve by any person, this Code of Regulations shall be deemed accepted and ratified by that person.

1.3 Office. The principal office of the Association shall be at such place within reasonable proximity to The Reserve as the Board of Trustees may designate.

**ARTICLE II. MEMBERSHIP AND VOTING RIGHTS**

2.1 Membership. The members of the Association shall include, and shall be limited to, the Owners.

2.2 Voting Rights. The members of the Association shall have voting rights as established pursuant to the Declaration, subject to the provisions relating to Developer control set forth in Section 3.1 of the Declaration.

2.3 Revocation of Voting Rights. Any member upon whose residential lot or residential lots a Notice of Lien has been issued pursuant to the Declaration, or who is otherwise in default, shall not be in good standing and shall not be entitled to vote during any period in which the default or lien continues.

2.4 Actions by Members. Unless otherwise prescribed by law, the Declaration or this Code of Regulations, the affirmative vote of a majority of the votes present at a meeting at which a quorum is present shall be necessary for the authorization or taking of any action voted upon by the members.

### **ARTICLE III. MEETINGS OF MEMBERS; QUORUM; PROXIES**

3.1 Place of Meeting. Meetings of the members shall be held at the principal office of the Association, unless the Trustees determine that a meeting shall be held at some other place within or without the State of Ohio and cause the notice of meeting to so state.

3.2 Annual Meeting. The annual meeting of members for the purpose of electing Trustees and for the transaction of such other business as may properly come before the meeting shall be held on such date in the month of January of each year or at such other date as may be determined by the Trustees.

3.3 Special Meetings. The Secretary of the Association shall call a special meeting of the members (i) when directed by the President of the Association, (ii) upon the resolution of a majority of the Board of Trustees, and (iii) upon the presentation to the Secretary of the Association of a petition signed by members holding at least twenty-five percent (25%) of the total votes of the Association.

3.4 Quorum; Adjournment. Members present in person or by proxy holding at least twenty-five percent (25%) of the total votes of the members of the Association shall constitute a quorum for any annual meeting or special meeting. Whether or not a quorum is present, the members entitled to exercise a majority of voting power represented at a meeting may adjourn that meeting without notice other than by announcement at the meeting.

3.5 Notice of Meeting; Waiver. Written notice of each meeting of members shall be given not less than fifteen (15) days nor more than sixty (60) days before it is to be held. Each notice shall specify the date, time and place of the meeting, and, in the case of a special meeting, shall specify the purposes of the meeting. The notice shall be delivered personally or mailed postage prepaid to all members of record. Any member may waive notice of a meeting by doing so in writing before or after the meeting. Attendance at a meeting, either in person or by proxy, shall constitute a waiver of notice and of any and all objections to the place or time of such meeting or the manner in which it has been called or convened, unless a member attends the meeting solely for the purpose of stating, at the beginning of such meeting, any objection or objections relating to such meeting.

3.6 Action by Association Without Meeting. Any action that may be taken at a meeting of the members may be taken without a meeting if written approval and consent, setting forth the action authorized, shall be signed by members having a majority of the total votes of the Association. This written consent shall be filed with or entered upon the books of the Association.

3.7 Proxies. Members may vote or act in person or by proxy. The person designated a proxy need not be a member. A member shall designate a proxy by written notice to the Board of Trustees and, except as otherwise provided in the Code of Regulations, may revoke the designation at any time upon written notice to Board. A proxy shall be revoked automatically upon the member's conveyance of all residential lots owned by her or him. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering a residential lot, the presentation to the Board 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. Written notice to the Board or notice in a meeting of the revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall have the power of substitution.

#### **ARTICLE IV. BOARD OF TRUSTEES; POWERS; NUMBER; MEETINGS**

4.1 General Powers. Except where the law, the Articles of Incorporation or the Code of Regulations require that action be otherwise authorized or taken, and except as the Declaration grants authority to the Architectural Control Committee, all of the authority of the Association shall be exercised by or under the direction of the Board of Trustees.

4.2 Number of Trustees. Until changed by the members, there shall be five (5) Trustees of the Association; provided, however, while the Association is until the control of the Developer, only one (1) Trustee shall be required.

4.3 Election; Term of Office. The Board of Trustees shall continue as the Board of Trustees until the next annual meeting of the Association. Members of the Board of Trustees shall not be precluded from being re-elected to the Board of Trustees and serving as a Successor Trustee. At the initial annual meeting of the Members following relinquishment of control of the Association by Developer (as defined in the Declaration), (i) one (1) Trustee shall be elected for a term of one (1) year and until her or his successor is elected and qualified, (ii) one (1) Trustee shall be elected for a term of two (2) years and until her or his successor is elected and qualified, (iii) one (1) Trustee shall be elected for a term of three (3) years and until her or his successor is elected and qualified, (iv) one (1) Trustee shall be elected for a term of four (4) years and until her or his successor is elected and qualified and (v) one (1) Trustee shall be elected for a term of five (5) years and until her or his successor is elected and qualified. Thereafter, all successor Trustees shall be elected for a term of one (1) year.

4.4 Procedure for Election. At each annual meeting, the members shall elect Trustees to succeed to the office of the Trustees whose term is scheduled to expire at that meeting. Only persons nominated as candidates shall be eligible for election as Trustees.

4.5 Removal or Resignation. Any Trustee may be removed at any time, with or without cause, by the affirmative vote of members holding not less than two-thirds (2/3) of the total votes of the Association, and, with cause, by the Board of Trustees, and a successor shall be elected by the Board of Trustees to fill the unexpired portion of such Trustee's term. Any Trustee may

resign at any time by giving written notice to the Board of Trustees. The resignation shall take effect on the date of receipt of the notice or at any later time specified in the notice, and, unless otherwise specified, the acceptance of the resignation shall not be necessary to make it effective.

4.6 Fees and Compensation. No fee or compensation shall be paid by the Association to Trustees for their services as Trustees.

4.7 Meetings. The annual meeting of the Board of Trustees shall be held without notice at the same place and immediately after the annual meeting of the members. The annual meeting shall be held for the purpose of electing officers and any other business. Special meetings of the Board of Trustees may be called by the President of the Association or a majority of the Trustees on at least three (3) days' notice to each Trustee, given personally or by electronic mail, U.S. mail, telephone, telecopy, telex or telegraph, which notice shall state the time and place of the meeting.

4.8 Waiver of Notice. Any Trustee may waive notice of a meeting by doing so in writing before or after the meeting. Attendance at a meeting of the Board of Trustees shall constitute a waiver of notice and of any and all objections to the place or time of such meeting or the manner in which it has been called or convened, unless a Trustee attends the meeting solely for the purpose of stating, at the beginning of such meeting, any objection or objections relating to the meeting.

4.9 Board of Trustees Quorum. At all meetings of the Board of Trustees, a majority of the Trustees then in office shall constitute a quorum for the transaction of business.

4.10 Action Taken by Trustees. Except as otherwise provided in the Declaration, this Code of Regulations or by law, every act or decision by a majority of the Trustees present in person at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Trustees.

4.11 Conflict Resolution by Trustees. The Board of Trustees shall have the power, but not the obligation, to mediate disputes between members of the Association.

4.12 Access to Lots. In accordance with Ohio Rev. Code Section 5312.08, the Trustees and their agents and contractors shall have the right to enter onto any lot within the Subdivision for the purpose of fulfilling an obligation or enforcing a right of the Association.

4.13 Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Trustees may be taken without a meeting if written consent, setting forth the action so taken, is signed by all members of the Board of Trustees and that written consent is filed with or entered upon the books of the Association.

## **ARTICLE V. COMMITTEES**

The Board of Trustees may appoint two (2) or more Trustees to constitute one (1) or more other committees of the Association; provided, however, the Architectural Control Committee need only have one (1) Trustee and an individual designated by the Board of Trustees who has experience in approving architectural plans such as a builder, architect, property manager or engineer. Members of the Association who are not Trustees may serve on Committees, but a member of the Board of Trustees shall serve as the Chairperson of such Committee. The resolution establishing each committee shall specify a designation by which it shall be known and shall fix its powers and authority. The Board of Trustees may delegate to any committee any of the authority of the Board of Trustees, however conferred.

Each committee shall serve at the pleasure of the Board of Trustees, shall act only in the intervals between meetings of the Board of Trustees, and shall be subject to the control and direction of the Board of Trustees. All actions by any committee shall be subject to revision and alteration by the Board of Trustees.

Any committee may act by a majority of its members at a meeting or by a writing or writings signed by all of its members.

## **ARTICLE VI. OFFICERS**

6.1 Enumeration and Election of Officers. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as the Board of Trustees may from time to time by resolution create. The Board of Trustees shall elect the officers of the Association at each annual meeting. All officers shall be members of the Board of Trustees. The Board of Trustees may remove any officer at any time, with or without cause, by a vote of the majority of Trustees at a meeting at which a quorum is present. The Board of Trustees may fill any vacancy in any office occurring from whatever cause.

6.2 Compensation. No fee or compensation shall be paid by the Association to any officer for her or his services as an officer.

6.3 Duties of Officers. The duties of the officers of the Association shall be as set forth below:

(a) President. The President shall preside at all meetings of the Board of Trustees and members and shall sign any contracts, notes, deeds or other papers requiring the President's signature, and shall have such other duties as may from time to time be required of the President by the Board of Trustees.

(b) Vice President. The Vice President shall have the powers of the President during the absence or incapacity of the President or when there is a vacancy in the office of



President, and shall have such other powers and duties as may be prescribed by the Board of Trustees.

(c) Secretary. The Secretary shall keep minutes of all the proceedings of the Board of Trustees and the members, make proper record of the same and furnish copies of such minutes to the President prior to the next meeting of the Board of Trustees or the members, as the case may be; sign all bonds, contracts, notes, deeds and other papers executed by the Association requiring such signature; give notice of meetings of Trustees and members; keep such books as may be required by the Board of Trustees; and perform such other and further duties as may from time to time be required by the Board of Trustees.

(d) Treasurer. The Treasurer shall have general supervision of all finances. A professional property manager may be engaged to provide accounting services and other property management functions. The Treasurer shall receive and have in charge all money, bills, notes, deeds, leases, mortgages, insurance policies and similar property belonging to the Association and shall do with the same such as may, from time to time, be required by the Board of Trustees. The Treasurer (or property manager, if applicable) shall cause to be kept adequate and correct accounts of the business transactions of the Association and on the expiration of her or his term of office shall turn over to the succeeding Treasurer or to the Board of Trustees the property, books, papers and money of the Association.

## **ARTICLE VII. ASSESSMENTS**

7.1 Budget; Annual Assessments. Not later than December 31 of each year, the Board of Trustees shall estimate the amount of the common expenses of the Association for the next calendar year and prepare a budget based upon those estimates. The estimated budget may include, in addition to the items of common expense enumerated in the Declaration, an amount, to be determined by the Board of Trustees, to be deposited in a reserve for contingencies and replacements, deferred maintenance, and unexpected and extraordinary expenses. Based upon the estimated budget, the Board of Trustees shall fix the amount of the annual assessment for each residential lot. The annual assessment shall be payable in the manner provided in Section 2.16 of the Declaration.

7.2 Special Assessments. The Board of Trustees may levy special assessments if, in any year, the common expenses incurred in the maintenance of the common area exceed the income from the annual assessment. The amount of any operating deficit may, at the Board's sole option, be charged to the members of the Association by means of a special assessment. No consent of the members of the Association shall be required with respect to this special assessment. Special assessments shall be due and payable on the dates fixed by the Board of Trustees, and shall be payable in one (1) installment unless the Board of Trustees permits payment in more than one (1) installment.

7.3 Individual Assessments. If the Board of Trustees satisfies an obligation of an Owner that is properly chargeable to a particular residential lot, or otherwise incurs an expense for which an individual Owner may be charged under any of the provisions of the Declaration or this Code of Regulations, the Board of Trustees shall assess the Owner for the Association's costs. An individual assessment against a residential lot shall be due and payable on the date determined by the Board of Trustees, following written notice to the Owner subject to the assessment.

7.4 Status of Amounts Collected. The amounts collected through annual and special assessments shall be held and expended for the purposes designated in the Declaration and this Code of Regulations. Any amount assessed against a residential lot that is allocated to reserves shall be a contribution to capital, and shall be designated for that purpose on the Association's books and on any assessment notice. The Board of Trustees may collect, hold, disburse or categorize the amounts allocated to the reserve fund in any manner necessary to insure their non-inclusion in the Association's taxable income under the Revenue Code, Treasury Regulations and/or rulings of the Internal Revenue Service.

7.5 Board Inaction. The Board of Trustee's failure or delay to prepare an annual estimated budget or to give timely notice of an assessment shall not release any Owner from the obligation to pay the assessment whenever the amount of the assessment has been determined and written notice has been given. In the absence of any notice to the contrary, the Owner shall continue to pay the installments of the assessment at the existing rate established for the previous year until notice of the assessment for the next year shall have been mailed or delivered to the Owner.

#### **ARTICLE VIII. ANNUAL AUDIT**

The Board of Trustees may cause the books of the Association to be audited once a year by an independent certified public accountant at the Association's expense. Copies of any such audit shall be made available upon request to any Owner and any holder, insurer or guarantor of a first mortgage.

#### **ARTICLE IX. INDEMNIFICATION OF TRUSTEES, OFFICERS EMPLOYEES, AGENTS AND VOLUNTEERS**

To the extent permitted by law, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed civil, criminal, administrative or investigative action, suit or proceeding, other than an action by or in the right of the Association, by reason of the fact that she or he is or was a Trustee, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a Trustee, officer, employee, agent or volunteer of another corporation, domestic or foreign, non-profit or for profit, or a partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement

actually and reasonably incurred by her or him in connection with the action, suit or proceeding, if she or he acted in good faith and in a manner she or he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, if she or he had no reasonable cause to believe her or his conduct was unlawful.

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that she or he is or was a Trustee, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a Trustee, officer, employee, agent or volunteer of another corporation, domestic or foreign, non-profit or for profit, or a partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, actually and reasonably incurred by her or him in connection with the defense or settlement of the action or suit if she or he acted in good faith and in a manner she or he reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue or matter as to which the person shall have been adjudged to be liable for negligence or misconduct in the performance of her or his duty to the Association unless, and only to the extent that, the court of common pleas or the court in which the action or suit was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court of common pleas or such other court deems proper.

Any indemnification under this Article IX, unless ordered by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Trustee, officer, employee, agent or volunteer is proper in the circumstances because she or he had met the applicable standard of conduct set forth above. This determination shall be made (a) by a majority vote of a quorum consisting of Trustees of the Association who were not and are not parties to or threatened with the action, suit or proceeding, or (b) whether or not a quorum is obtainable, and if a majority of a quorum of disinterested Trustees so directs, 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 of common pleas or the court in which the action, suit or proceeding was brought. Any determination made by the disinterested Trustees or by independent legal counsel as described above shall be promptly communicated to the person who threatened or brought the action or suit by or in the right of the Association and within ten (10) days after receipt of such notification, that person shall have the right to petition the court of common pleas or the court in which the action or suit was brought to review the reasonableness of this determination.

The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which the person seeking indemnification may be entitled under the Articles of Incorporation, this Code of Regulations or any agreement, vote of members or disinterested Trustees, or otherwise, both as to actions in her or his official capacity and as to actions in another capacity while holding office, and shall continue as to a person who has ceased to be a

Trustee, officer, employee, agent, or volunteer and shall inure to the benefit of the heirs, executors and administrators of that person.

## **ARTICLE X. CONFLICTS; AMENDMENTS**

10.1 Conflicts. If there are conflicts or inconsistencies between the provisions of Ohio law, the Articles of Incorporation of the Association or the Declaration and this Code of Regulations, the provisions of Ohio law, the Articles of Incorporation, the Declaration and this Code of Regulations, in that order, shall prevail.

10.2 Amendment. This Code of Regulations may be amended at any meeting of the members duly called and held for that purpose. The Amendment must be adopted by members holding at least seventy-five percent (75%) of the total votes of the Association.

## **ARTICLE XI. DEFINITIONS**

11.1 Owner. “Owner” means, with respect to any residential lot, the owner of record from time to time, whether one (1) or more persons or entities, of an interest in fee simple, but shall not include the Association. This term shall include Developer with respect to residential lots owned by Developer.

11.2 Occupant. “Occupant” means any owner, tenant, family member or other person lawfully occupying any lot.

