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TRANSFER NOT NECESSARY  
MATT NOLAN, AUDITOR  
WARREN COUNTY, OHIO

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MATT NOLAN  
AUDITOR, WARREN CO. OHIO

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**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR UNION VILLAGE**

This Declaration of Covenants, Conditions, Restrictions and Easements for Union Village (this "Declaration") is made this 19th day of November, 2019 by Union Village Development Company, an Ohio corporation (hereinafter referred to as "Developer").

**WITNESSETH:**

**WHEREAS,** Developer is the owner of certain real property lying and being in Turtlecreek Township, Warren County, Ohio, which real property is more particularly described in Exhibit A attached hereto and by reference made a part hereof (the "Property"); and

**WHEREAS,** Developer desires to provide for the preservation and enhancement of the property values it is developing in Union Village (as defined below), and for the maintenance of the Property and the improvements thereon, and to this end desires to subject the Property to the covenants, conditions, restrictions, and easements hereinafter set forth, each and all of which is and are for the benefit of the Property and each Owner (as defined below) thereof; and

**WHEREAS,** Developer has deemed it desirable, for the efficient preservation of the values in Union Village, to create an agency to which should be delegated and assigned the powers of administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

**WHEREAS,** Developer has caused to be incorporated Union Village Neighborhood Association, Inc., an Ohio non-profit corporation, for the purpose of exercising such functions;

**NOW THEREFORE,** Developer hereby declares that all of the Property is and shall be held, transferred, sold, mortgaged, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

## ARTICLE I. DEFINITIONS

1.01 “Additional Real Estate” shall mean the real property located in Warren County that is owned in fee simple by Otterbein Homes or Otterbein Lebanon, LLC as of the Effective Date, together with such other real property that, as of the Effective Date, is located within one thousand feet of the perimeter of the holdings of Otterbein Homes or Otterbein Lebanon, LLC.

1.02 “Applicable Date” shall mean the earlier of (a) date that Developer has voluntarily relinquished its rights as the Developer under this Declaration as established in a written notice to the Association which notice shall be in recordable form and shall be recorded; (b) the date that Developer (or its successor designated by a recorded assignment) ceases to have a contractual right to purchase Additional Real Estate; or (c) seventy-five (75) years from the date following the conveyance of the first Lot to an Owner (other than Developer).

1.03 “Articles of Incorporation” shall mean and refer to the Articles of Incorporation of Union Village Neighborhood Association, Inc., as the same may be amended from time to time.

1.04 “Association” shall mean and refer to Union Village Neighborhood Association, Inc., an Ohio nonprofit corporation.

1.05 “Association Common Areas” shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners.

1.06 “Board of Directors” or “Board” shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

1.07 “Builder” shall mean any Person engaged principally in the business of constructing for sale to homeowners single-family residential dwellings to whom the Developer sells or has sold one or more Lots for the purpose of constructing thereon a single family residential dwelling.

1.08 “CAUV” shall mean and refer to the Community Authority of Union Village.

1.09 “CAUV Common Areas” shall mean and refer to all real and personal property now or hereafter conveyed or dedicated to CAUV located within the Property.

1.10 “CAUV Declaration” shall mean that certain Declaration of Covenants and Restrictions for the Community Authority of Union Village recorded July 24, 2017, as Instrument Number 2017-022203 of the Official Records of Warren County, Ohio.

1.11 “Code of Regulations of the Association” or the “Code of Regulations” shall mean and refer to the Code of Regulations of the Association which govern the administration and operation of the Association, as the same may be amended from time to time. A copy of the Code of Regulations in effect as of the Effective Date has been attached hereto as Exhibit B and by reference is made a part hereof.

1.12 “Common Areas” shall mean, collectively, the Association Common Areas and the CAUV Common Areas.

1.13 “Common Expenses” shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration or the Code of Regulations.

1.14 “Community-Wide Standard” shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by the Board of Directors and administered by the Union Village Architect as provided in Article IX of this Declaration.

1.15 “Condominium Declaration” shall mean and refer to any declaration establishing one or more Condominium Units that may be recorded and which has been approved by the Developer or the Board of Directors, as the case may be, pursuant to Section 2.06.

1.16 “Condominium Unit” shall mean and refer to a separate unit in a structure constructed consistent with the requirements of Ohio Revised Code Article 5311, as the same may be amended from time to time.

1.17 “Declaration” shall mean the covenants, restrictions, and easements and all other provisions herein set forth in this entire document, as the same may be amended from time to time.

1.18 “Density Equivalent” shall mean and refer to the density of use of permitted development under this Declaration within a particular Lot. Such density of use shall be established for each Lot other than Dwelling Unit Lots by referencing the Lot’s Density Equivalent. Generally, Multifamily Units and Condominium Units shall have a Density Equivalent less than a Dwelling Unit, and commercial structures shall have a Density Equivalent more than a Dwelling Unit. All references to a Density Equivalent in this Declaration and the Code of Regulations shall include the uniform system of density classifications and appurtenant rights and obligations as generally set forth in the table below and as more particularly set forth in subsections (a) - (d) below:

<u>Unit Type</u>	<u>Density Equivalent</u>
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One Bedroom – Multifamily Unit or residential Condominium Unit	.20 Dwelling Unit
Two Bedroom - Multifamily Unit or residential Condominium Unit	.25 Dwelling Unit
Three Bedroom – Multifamily Unit or residential Condominium Unit	.50 Dwelling Unit

a) 3-Bedroom Density Equivalent: A Multifamily Unit or residential Condominium Unit of Two Thousand square feet (2,000) or less square feet but more than one thousand Four Hundred (1,400) square feet of enclosed heated space with no more than three (3) bedrooms, shall have a Density Equivalent of one-half (50%) of a Dwelling Unit for all assessment obligations and voting rights.

b) 2-Bedroom Density Equivalent: A Multifamily Unit or residential Condominium Unit with less than One Thousand Four Hundred (1,400) but more than Seven Hundred Fifty (750) square feet of enclosed heated space, with no more than two (2) bedrooms shall have a Density Equivalent of one-fourth (25%) of a Dwelling Unit for all assessment obligations and voting rights.

c) 1-Bedroom Density Equivalent: A one-bedroom Multifamily Unit or residential Condominium Unit having no more than Seven Hundred Fifty (750) square feet of enclosed heated space shall have a Density Equivalent of one-fifth (20%) of a Dwelling Unit for all assessment obligations and voting rights.

d) Commercial Structures: All commercial structures that do not include residential units shall have a Density Equivalent of one Dwelling Unit. Commercial structures under 400 square feet shall not be considered a Dwelling Unit for purposes of this Agreement and therefore the Owner of such a structure (by itself) shall not have a vote in the Association.

1.19 “Design Code” shall mean and refer to design and development guidelines consisting of the Urban and Architectural Standards for Union Village, as the same may be modified from time to time.

1.20 “Developer” shall mean and refer to (i) Union Village Development Company, an Ohio corporation, or (ii) any successor-in-title to all of the Property then subject to this Declaration, or any successor in interest to Union Village Development Company; provided that in the applicable instrument of such successor-in-title or interest is expressly designated as the “Developer” hereunder by the grantor of such conveyance, which grantor shall be the “Developer” hereunder at the time of such conveyance, or (iii) any party with a contractual right to purchase Additional Real Estate that has been selected by Otterbein Homes, or its successors

and assigns, as the Developer under this Declaration and so designated in an instrument recorded with the Office of the Recorder of Warren County, Ohio.

1.21 “Development Period” shall mean the period of time beginning on the Effective Date and ending on the Applicable Date.

1.22 “Dwelling Unit” shall mean and refer to a detached residential dwelling designed for habitation by a single family.

1.23 “Dwelling Unit Lot” shall mean and refer to any parcel of land located within the Property which is designated for use as a site for a Dwelling Unit.

1.24 “Effective Date” shall mean the date this Declaration is recorded in the Office of the Recorder of Warren County, Ohio.

1.25 “Lot” or “Lots” shall mean and refer to any parcel or tract of real property within the Property other than the Common Areas, including Dwelling Unit Lots and Multifamily Lots.

1.26 “Member” shall mean and refer to any person or entity that is a Member of the Association as defined in 4.01.

1.27 “Mortgage” shall mean and refer to a security deed, deed of trust, mortgage, installment land sales contract or other similar security instrument granting, creating or conveying a lien upon, a security interest in or a security title to a Lot.

1.28 “Mortgagee” shall mean and refer to the holder of a Mortgage.

1.29 “Multifamily Lot” shall mean and refer to any parcel of land located within the Property which is designated for use as a site for a Multifamily Structure.

1.30 “Multifamily Structure” shall mean and refer to a residential dwelling designed for habitation by two or more single family residences under one roof.

1.31 “Multifamily Unit” shall mean an individual single-family residence within a Multifamily Structure.

1.32 “Owner” shall mean and refer to the record owner, whether one or more Persons, including Developer, of the fee simple title to any Lot or portion thereof, including an interest in a Condominium Unit, but excluding those persons having such an interest under a Mortgage.

1.33 “Permittee” or “Permittees” shall mean the Owners of the Lots, their respective tenants and invitees, and the Owners of any Condominium Units within Multifamily Structures and their respective tenants and invitees.

1.34 “Person” shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

1.35 “Phase” shall mean and refer to each parcel of land consisting of one or more Lots within the Property that are subject to the same Supplemental Declaration or which are declared by Developer to constitute a “Phase” in a written document that has been recorded. A Phase may consist of one or more types of use but may include noncontiguous blocks, lots or parcels of land.

1.36 “Planned Communities Act” shall mean and refer to Ohio Revised Code Article 5312, as the same may be amended from time to time.

1.37 “Plat” shall mean and refer to that certain plat of Union Village, Phase 1A, dated October 8, 2019, a copy of which is recorded in the Office of the Recorder of Warren County, Ohio in Plat Book 100, Page 30, and as File No. 2019-031662. The Plat shall also include subsequent subdivision plats that may be recorded for future Phases that are added to the Property pursuant to Section 2.04.

1.38 “Property” shall mean and refer to that tract or parcel of land described in Exhibit A attached hereto and by reference made a part hereof, as the same may be adjusted pursuant to Sections 2.04 and 2.05.

1.39 “Public ROW” shall mean the roads located within Union Village that are dedicated to Turtlecreek Township or any other governmental entity or agency authorized to accept their dedication including any storm drainage or other public utilities included therein.

1.40 “Residential Purposes” shall mean and refer to a use and occupancy of a building for residential purposes in compliance with applicable zoning codes, requirements and regulations.

1.41 “Structure” shall mean and refer to: (i) any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, satellite dish, mailbox, driveway, temporary or permanent living quarters or any other temporary or permanent improvement to such Lot; (ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects the natural flow of surface waters from, upon or across any artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (iii) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this Section applies to such change.

1.42 “Supplemental Association” shall mean and refer to any nonprofit corporation established pursuant to a Supplemental Declaration or Condominium Declaration to carry out functions specified in such Supplemental Declaration or Condominium Declaration.

1.43 “Supplemental Declarations” shall mean and refer to any Condominium Declaration and/or supplemental declaration of covenants, conditions or restrictions that may be recorded and that extends the provisions of this Declaration or which contains complementary or supplementary provisions for a specific Phase or portion thereof and which has been approved by the Developer or the Board of Directors, as the case may be, pursuant to Section 2.06.

1.44 “Union Village” shall be the name by which the Property shall be commonly known.

1.45 “Union Village Architect” shall mean and refer to an architect, a designer or a group of individuals who will administer the duties allocated to the Union Village Architect pursuant to the terms of this Declaration. The composition of the Union Village Architect shall be determined pursuant to Section 9.01.

1.46 “Urban and Architectural Standards” shall mean a matrix of text and illustrations that (a) regulate certain aspects of private buildings that affect the public realm and (b) specify the materials and configurations permitted for walls, roofs, openings, attachments, and other elements of different Structures in order to produce a visual compatibility in Union Village.

## ARTICLE II. DEVELOPMENT

2.01 Development of Property. All Lots within the Property shall be subject to the easements, covenants, standards and restrictions set forth in this Declaration. Developer shall have the right, but not the obligation, for so long as Developer owns any Lot primarily for the purpose of sale, to make improvements and changes to the Association Common Areas and to all Lots owned by Developer, including, without limitation, (i) changes in the location of the boundaries of any Lots owned by Developer, (ii) installation and maintenance of any water or other utility systems and facilities, and (iii) installation of security facilities.

2.02 Interest Subject to Plan of Development. Every purchaser of a Lot or Condominium Unit shall purchase such Lot or Condominium Unit and every Mortgagee and lienholder holding an interest therein shall take title, or hold such security interest with respect thereto, with notice of this Declaration. Any provision of this Declaration to the contrary notwithstanding, the provisions of this Article II may not be abrogated, modified, rescinded, supplemented or amended in whole or in part without the prior written consent of Developer.

2.03 Plat. Developer reserves the right to modify, amend, revise and add to the Plat, at any time and from time to time, setting forth such information as Developer may deem necessary with regard to the Property, including, without limitation, the locations and dimensions of the

Lots, Common Areas, the roadways, utility systems, drainage systems, utility easements, drainage easements, access easements, and building and set-back line restrictions.

2.04 Additions. As of the Effective Date, the Property consists of the initial Phase. Developer in its discretion shall have the right, and hereby reserves unto itself the unilateral right, at any time, and from time to time, at any time during the Development Period, to add to the Property and subject to this Declaration all or any part of the Additional Real Estate. Any portion of the Additional Real Estate so subjected to this Declaration shall be considered as a part of the Property for all purposes hereunder and shall be subject in all respects to this Declaration and all rights, obligations, and privileges herein. To subject any portion of the Additional Real Estate to this Declaration, Developer shall record with the Office of the Recorder of Warren County, Ohio an instrument so declaring the same to be part of the Property, which instrument may be a Supplemental Declaration, a declaration of annexation contained in a plat, a statement in a plat that the Lots and Association Common Areas therein are subject to this Declaration, or an amendment to this Declaration. Any such Supplemental Declaration may contain such additional terms, conditions, restrictions, maintenance obligations, and assessments as may be necessary to reflect the different character, if any, of the Additional Real Estate.

Upon recording of any such instrument, the real estate described therein shall, for all purposes, thereafter be deemed a part of the Property and the Owners within such real estate shall be deemed for all purposes, to have and be subject to all of the rights, duties, privileges, and obligations of Owners within the Property. No single exercise of the right and option to add and expand the Property as to any part or parts of the Additional Real Estate shall preclude Developer from thereafter from time to time further expanding and adding to the Property to include other portions of the Additional Real Estate, and such right and option of expansion may be exercised from time to time as to all or any portions of the Additional Real Estate so long as such expansion is accomplished during the Development Period. Such expansion of the Property is in the sole discretion of Developer and nothing contained in this Declaration or otherwise shall require Developer to expand the Property to include any portions of the Additional Real Estate.

2.05 Withdrawals. During the Development Period, Developer reserves the right in its sole discretion to amend this Declaration for the purpose of removing any portion of the Property from the operation of this Declaration, provided that the portion of the Property to be so removed has not yet been improved with Structures. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn. If the property to be withdrawn includes Association Common Areas, the Association must first consent to its withdrawal from the operation of this Declaration.

2.06 Relation to Supplemental Declarations. This Declaration is intended primarily to address areas of common concern and benefit to all Owners in Union Village. As a mixed-use community, certain matters that are primarily of concern to Owners within a particular Phase or a portion thereof shall be addressed in a Supplemental Declaration for that Phase or the applicable portion thereof that shall complement or supplement the provisions of this Declaration. Except as expressly provided in such Supplemental Declaration (and where necessary approved by



Developer), in the event of a conflict between the terms of this Declaration and a Supplemental Declaration, the terms of this Declaration shall control; provided, however, that nothing in this Declaration shall preclude any Supplemental Declaration from containing additional covenants and restrictions applicable to any Phase or portion thereof that are more restrictive than the provisions of this Declaration and, in such case, the more restrictive shall control. No Supplemental Declaration or amendment thereto shall be effective or recorded unless such Supplemental Declaration or amendment has been approved in writing by (i) all current Owners of the portion of the Property to be encumbered by the Supplemental Declaration; (ii) by the Developer if such instrument is to be recorded during the Development Period; and (iii) by the Board of Directors if such instrument is to be recorded after the Development Period; in each case as evidenced by a written approval appended to the Supplemental Declaration or amendment.

2.07 Relation of Association to Supplemental Associations. The Association shall have the power to veto any action taken or contemplated to be taken by any Supplemental Association that the Board reasonably determines to be adverse to the interests of the Association or a class of Owners. The Association also shall have the power to require specific action to be taken by any Supplemental Association in connection with its express obligations and responsibilities under a Supplemental Declaration, such as requiring specific maintenance or repairs or aesthetic changes to be completed and requiring that a proposed budget include certain items and that expenditures be made. In the event of the failure or unreasonable delay of a Supplemental Association to enforce a Supplemental Declaration against the Owners subject thereto, the Association may, but shall not be required to, do so, at the expense of such Supplemental Association.

### ARTICLE III. PROPERTY RIGHTS

3.01 General. Each Lot and Condominium Unit shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred and encumbered the same as any other real property. Except as provided in Section 2.01 hereof, Lots shall not be subdivided and the boundaries between Lots shall not be relocated unless the relocation thereof is made with (i) the consent of the Board and (ii) so long as Developer owns any portion of the Property, the consent of Developer. Each Lot in the Property shall be subject to those easements, if any, which are shown on the Plat as affecting such Lot.

3.02 Easements for Developer. Developer hereby reserves for itself the following easements and rights-of-way in, on, over, under or through any portion of (i) the Common Areas and (ii) any easement area designated as such on the Plat, which easements shall last for so long as Developer owns any Lot primarily for the purpose of sale.

a) For the erection, installation, construction and maintenance of wires, lines, pipes and conduits, and necessary or proper fixtures, appurtenances and attachments in

connection with the transmission of electricity, gas, water, telephone, sewer, internet service, community antenna, television cables and other utilities;

- b) For the construction of improvements on the Lots;
- c) For the installation, construction and maintenance of storm-water drains, and for any other public or quasi-public utility facility, including, without limitation, any Public ROW;
- d) For maintenance and use of a sales office and parking spaces in connection with its efforts to market Lots; and
- e) For the maintenance and use of such other facilities, equipment, and signs as in the sole discretion of the Developer may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots or the developing of Lots.

### 3.03 Easements for Association.

a) There is hereby reserved a general right and perpetual easement for the benefit of the Association, its directors, officers, agents and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot or any portion thereof (including that portion of each Lot designated for utility easements as shown on the Plat) in the performance of their respective duties and responsibilities set forth in this Declaration or the Code of Regulations. Said easement shall include, but not be limited to, the right to enter upon the Lots (i) to perform the maintenance responsibilities of the Association set forth in Section 5.01 hereof, and (ii) for emergency, security and safety reasons, which right may also be exercised by all policemen, firemen, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during reasonable hours and then, whenever practicable, only upon reasonable advance notice to the Owner directly affected thereby. This easement shall specifically include the right to enter in, on, under and to cross over those Lots upon which any entryway treatment, fence or wall, lightning or irrigation facilities or equipment, or entryway landscaping is located for the purpose of inspecting, maintaining and repairing same and for the purposes set forth in the preceding sentence.

b) There is hereby reserved on behalf of the Association, its directors, officers, agents and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, a perpetual, blanket easement and right on, over, under and through the Property to maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The Board shall be responsible for notifying the affected Owners (except in an emergency) of any actions to be taken in connection with this easement, but shall

not be obligated to restore landscaping or other improvements impacted by the same. This easement may be exercised at the option of the Association and shall not be construed to obligate the Association to take any affirmative action to correct any drainage or erosion issues.

3.04 Easements for Owners. Subject to the provisions herein, every member of the Association, and their respective Permittees, shall have a right and easement of use and enjoyment in and to the Association Common Areas (including, without limitation, the right of pedestrian and vehicular access, ingress and egress over those portions of the Association Common Areas from time to time designated for such purposes), and the right of use of all utility easements as shown on the Plat, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association, acting through the Board, to:

- a) adopt and publish rules and regulations governing the use of the Association Common Areas;
- b) suspend an Owner's voting rights for any period during which any assessment of the Association against said Owner remains unpaid;
- c) grant easements or rights of way on, over, across and through the Association Common Areas to any public agency, authority or utility or to any utility company or cable television system; and
- d) dedicate or transfer all or any part of the Association Common Areas to any public agency, authority or utility for such purposes of maintenance.

3.05 Structural Party Walls. Each Owner grants to the Owner of each adjacent Lot the right and easement to maintain and to utilize any exterior or interior wall of a building that forms a party wall between them. A wall will be considered a party wall only if it provides structural support for a building, or parts of a building, on more than one Lot. Maintenance of the surface of the party wall shall be the sole responsibility of the Owner whose building faces such wall. Each Owner shall be liable and responsible if, in connection with that Owner's use and maintenance of the party wall, the Owner damages the adjacent Owner's Lot or the wall itself. The cost of any other repairs to the party wall shall be shared equally by the adjacent Owners.

3.06 Conveyances to the Association. Developer may from time to time convey to the Association, at no expense to the Association, real and personal property for the common use and enjoyment of its Members. This conveyance may include amenities such as tennis courts, pools, Common Areas, community gardens, playgrounds etc. These amenities are specifically to be used by Members of the Association. The Association hereby covenants and agrees to accept from Developer all such conveyances of real and personal property. Upon acceptance of other real and personal property, the Association agrees to be responsible for permanent maintenance of this real and personal property.

3.07 Conveyances to CAUV. The Property is currently encumbered by the CAUV Declaration, and as such, shall be held, transferred, sold, mortgaged, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, easements, charges and liens set forth therein. During the Development Period, Developer may from time to time convey to CAUV real and personal property for the common use and enjoyment of the general public in accordance with the CAUV Declaration and the Plat. Following the Development Period, the Association shall maintain such conveyance rights. Conveyances under this Section may include amenities such as tennis courts, pools, Common Areas, community gardens, playgrounds, etc., upon the agreement of CAUV.

3.08 Conveyance from CAUV. During the Development Period, Developer may from time to time (but shall have no obligation to) accept conveyances of real and personal property from CAUV. Following the Development Period, the Association shall maintain such acceptance rights.

3.09 Images and Naming Rights. Developer reserves the following rights:

a) The non-exclusive, absolute and irrevocable right and permission to: (i) record, film, photograph, videotape, sketch, paint or otherwise create or reproduce images of the Common Areas and the exteriors of any other part of the Property which can be viewed from adjacent streets, alleys or Common Areas (collectively, the "Public Locations") in connection with Developer's creation of any and all instructional, promotional and/or marketing materials of and concerning Developer's services, and/or involvement with the development and creation of the Property ("Developer's Materials"); and (ii) edit, adapt, reproduce, exhibit, distribute, transmit, display, publicly perform and otherwise use and make available the Developer's Materials by any manner and in any and all media, now or hereafter known, throughout the world, in perpetuity, including, without limitation, the right to exhibit the Developer's Materials in any form of print media, television broadcasts or transmissions, on the Internet, websites, and social media pages for purposes of advertising, marketing, promotion and trade of Developer and Developer's services, without payment of any kind to Owner or any other person or entity. In addition, Owner waives the right inspect or approve the Developer's Materials, and acknowledges and agrees that Developer shall own all rights, including, the copyright, in the Developer's Materials.

b) The exclusive, absolute and irrevocable right, but not the obligation, to grant permission to any person or entity to enter upon the Public Locations of the Property for the purpose of: (i) recording, filming, photographing, videotaping, sketching, painting or creating other reproductions of images of the Public Locations for commercial purposes, including, without limitation, the use of the Public Location as a set and/or background for a film, television program or a commercial for products, goods or services ("Third-Party Materials"); and (ii) editing, adapting, reproducing, exhibiting, distributing, transmitting, displaying, publicly performing and/or otherwise using and making available the Third-Party Materials by any manner and in any and all media, now or hereafter known, throughout the world, in perpetuity,

including, without limitation, the right to exhibit the Third Party Materials in any form of print media, television broadcasts or transmissions, on the Internet, websites and social media pages, without payment of any kind to Owner or any other person or entity other than Developer. (Developer may require a fee to be paid to Owner by any such person or entity licensing the rights prescribed above from Developer.) Owner waives the right inspect or approve the Third-Party Materials. The exercise of these rights by Developer shall not interfere with normal and customary rights of architects as to structures designed by such architects. In addition, consent of the Developer shall not be required under this Section for photography or other reproductions of the images of the Property in connection with any news or feature coverage by a news organization, for academic purposes, or by any governmental agency or other entity interested in the promotion of the Property (i.e., Union Village), the development of tourism or commerce, or any other similar non-commercial purpose.

c) Developer shall have the right to change the name of the Property at any time and from time to time in its sole discretion. Developer may, but is not required to, amend this Declaration to reflect any such name change. Developer further reserves the right to trademark the name "Union Village" or other name use for the Property as a trade name owned by Developer. An Owner may use the trademarked name to describe the location of the business and may advertise a business as being located "in Union Village". If requested by Developer, such Owner shall accompany such use with a symbol or explanation concerning trademark or service mark registration of the name. Such Owner may not use the trademarked name in any other manner without the express permission of Developer, which may be arbitrarily denied.

3.10 Conversion of Street Ends. Union Village is intended to follow design principles which allow interconnectivity of streets with neighboring communities. Certain streets in Union Village may end at the boundary of the Property so that communities that are developed later may connect with those streets. If the neighboring property is developed in a way that interconnectivity is not possible, or if Developer deems interconnectivity to be undesirable under the circumstances as they then exist, then Developer reserves the right to convert the street ends to additional Lots or other uses. Developer may limit connectivity to pedestrian rather than vehicular access. Developer intends to hold title to such street ends until development of the adjoining property but if Developer has inadvertently conveyed such street ends to the Association, the Association shall, upon request from Developer, convey the street ends to Developer or as directed by Developer.

#### ARTICLE IV. MEMBERSHIP

4.01 Membership. Every Owner owning a Lot or a Condominium Unit shall be deemed a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Condominium Unit, and ownership of a Lot or Condominium Unit or portion thereof, shall be the sole qualification for such membership. In the event that fee title to a Lot or Condominium Unit is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such

transferee. Notwithstanding the foregoing, none of the following will be Members of the Association: (a) tenants of a Lot or Condominium Unit, or (b) Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an applicable Owner's membership in the Association. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more Persons, shall have more than one membership per Lot unless such Lot contains more than one Condominium Unit, in which case there shall be one Member for each Condominium Unit. When more than one Person holds an interest in any Lot or Condominium Unit, such Persons shall (a) designate one of such Persons, as they shall determine, to exercise all voting rights on their behalf (the "Voting Agent"), and (b) send written notice of such designation to the Association in accordance with this Agreement, which designation shall become effective five (5) business days after the effective date of the notice as set forth in Section 12.10 below. Such designation may be revoked and/or a new Voting Agent designation made by the applicable Persons then holding the interests in the applicable Lot or Condominium Unit by notice to the Association in accordance with this Agreement, such revocation and/or designation becoming effective five (5) business days after the effective date of the notice as set forth in Section 12.10 below. The vote appurtenant to such Lot or Condominium Unit shall be suspended in the event more than one Person seeks to exercise it, or if the Person attempting to act as Voting Agent is not the then-designated Voting Agent as shown in the records of the Association. The voting weight appurtenant to each Member is as set forth in this Article IV.

4.02 Voting Rights. The Association shall have three (3) types of regular voting membership. Members are divided into classes for the sole purpose of computing voting rights and assessment obligations and shall in no event vote as a class.

Class "A" - Class "A" Members shall be all those Owners (including the Developer) of Dwelling Unit Lots. A Class "A" Member shall be entitled to one (1) vote for each Dwelling Unit Lot owned.

Class "B" - Class "B" Members shall include all Owners other than Class "A" Members, including Owners of Multifamily Lots, Owners of a Condominium Unit, and Owners of Lots containing commercial structure(s). The vote of a Class "B" Member shall be based on its Density Equivalent. For example, a Class "B" Member who owns a 1,200 square foot two-bedroom Condominium Unit shall have a one-quarter (1/4) vote; an Owner of a Multifamily Lot containing ten (10) one-bedroom Multifamily Units that each contain 650 square feet shall have two (2) votes; and an Owner of a Lot containing a commercial structure shall have one (1) vote (except as otherwise provided in Section 1.15 d) above).

Class "C" - the Class "C" Member shall be the Developer until it elects to be classed only as to its Lots providing Class "A" or Class "B" memberships. The Class "C" Member shall be entitled to one (1) vote, plus one (1) vote for each vote held by Class "A" and Class "B" Members. However, after January 1, 2040,

or sooner if the Class "C" Member so relinquishes its voting rights in a recorded Declaration, the Developer shall exercise votes only as to its Class "A" and Class "B" memberships.

No Owner of a Lot or a Condominium Unit may assign any vote or votes to its lessees, but may assign such vote or votes to a Supplemental Association governing any Supplemental Declaration applicable to such Multifamily Lot, if applicable. All such assignment of voting rights must be in writing and a copy of such assignment must be filed with the Association.

4.03 Initiation Fee. Every person who purchases a Dwelling Unit Lot, other than a Builder, shall pay to the Association a non-refundable initiation fee equal to one year's annual membership dues at the rate then in effect at the time of closing on the Dwelling Unit Lot. Every person who purchases a Multifamily Lot shall pay to the Association (a) a non-refundable initiation fee equal to one year's annual dues at the rate then in effect for Dwelling Unit Lots at the time of closing on the Multifamily Lot and (b) a non-refundable initiation fee equal to one year's annual dues at the rate then in effect at the time building permits are issued for the proposed Multifamily Structure to be constructed on the Multifamily Lot; provided in no event shall such initiation fees in the aggregate exceed \$50,000. Any person purchasing a Lot other than a Dwelling Unit Lot or a Multifamily Lot shall pay an initiation fee based on the Lot's Density Equivalent within thirty (30) days after the recording of the deed to their Lot. Said initiation fee shall be used by the Association in such manner as the Board sees fit in its sole discretion, including but not limited to payment of Common Expenses or establishing capital reserves. For purposes of calculating the above initiation fees, annual membership dues shall be determined and assessed on a per-vote basis, so that all Persons purchasing a Dwelling Unit Lot in a given fiscal year of the Association will pay the same initiation fee per Lot purchased; and all Persons purchasing a Multifamily Lot in that same fiscal year will pay an initiation fee per Multifamily Lot purchased based on the Density Equivalent for such Lot of the then-applicable initiation fee for a Dwelling Unit Lot, subject to the \$50,000 cap.

#### ARTICLE V. MAINTENANCE

5.01 Responsibilities of Owners. Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of Lots and Condominium Units, together with all other improvements thereon or therein, shall be the responsibility of the applicable Owner of such Lot. Each Owner shall be responsible for maintaining its Lot or Condominium Unit in a neat, clean and sanitary condition in compliance with Community-Wide Standards, and such responsibility shall include but not be limited to the maintenance and care of all exterior surfaces of all improvements and Structures located on the Lot, and all landscaping. As provided in Section 5.02(b) hereof, each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining or cleaning any item which is the responsibility of such Owner but which responsibility such Owner fails or refuses to discharge. No Owner shall decorate, change or otherwise alter the appearance of any portion of the exterior of any Structure on its Lot or the landscaping, grounds or other improvements within

a Lot unless such decoration, change or alteration is first approved, in writing, by the Union Village Architect as provided in Article IX hereof, or do any work which, in the reasonable opinion of the Union Village Architect, would jeopardize the soundness and safety of the Property, reduce the value thereof or impair any easement or hereditament thereto, without in every such case obtaining the prior written approval of the Union Village Architect.

5.02 Responsibilities of Association.

a) Except as may be herein otherwise specifically provided, the Association shall maintain, landscape and keep in good repair, as the case may be: (i) all portions of the Association Common Areas and improvements thereon, (ii) all lighting and irrigation facilities and equipment, if any, located within the Association Common Areas or located within any utility easement or landscape easement, including those as shown on the Plat, that serve the Property generally and not any portion thereof that serves only one Lot, and (iii) all utility lines, facilities and equipment located within the Association Common Areas or located within any utility easement or landscape easement, including those shown on the Plat, and that serve the Property generally and not any portion thereof that serves only one Lot, if such utility lines, facilities and equipment are not maintained by a public authority, public service district, public or private utility or other person. The Association shall not be liable for injury or damage to any person or property caused by the Common Area elements or by any Owner or any other person. No diminution or abatement of assessments for any Owner shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.

b) In the event that Developer or the Association determines that: (i) any Owner has failed or refused to properly discharge its obligations with regard to the maintenance, cleaning, repair or replacement of items for which it is responsible hereunder, or (ii) that the need for maintenance, cleaning, repair or replacement which is otherwise the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner or its Permittees, then in either event, Developer, or the Association, except in the event of an emergency situation, shall give such Owner written notice of its intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of such Owner, and setting forth with reasonable particularity the maintenance, cleaning, repairs or replacement deemed necessary. Except in the event of emergency situations, such Owner shall have ten (10) calendar days within which to complete the same in a good and workmanlike manner at its sole cost and expense, or in the event that such maintenance, cleaning, repair or replacement is not capable of completion within said ten (10) calendar day period, to commence said maintenance, cleaning, repair or replacement within said ten (10) calendar day period and thereafter diligently



proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, Developer, or the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner, and said cost shall be added to and become a part of the assessments to which such Owner is subject as otherwise set forth in this Declaration, and shall become an equitable charge and lien and be collected as provided for herein for the collection of assessments. In the event that Developer undertakes such maintenance, cleaning, repair or replacement, the Association shall promptly reimburse it for such costs and expenses.

## ARTICLE VI. INSURANCE AND CASUALTY LOSSES

### 6.01 Insurance.

a) The Board or its duly authorized agents shall have the authority to and may obtain adequate property insurance upon the Association Common Areas, in such form as the Board deems appropriate, for the benefit of the Association insuring all insurable improvements against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation but subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from any such hazard.

b) The Board or its duly authorized agents shall have the authority to and may obtain a public liability policy covering all damage or injury caused by the negligence of the Association, its members, its directors and officers, or any of its agents, and if available, at reasonable cost (in the sole discretion of the Board), a blanket fidelity bond or employee's dishonesty coverage for all officers, directors, employees and agents of the Association and all other persons handling or responsible for funds of the Association. Such public liability policy and bond shall provide such coverages as are determined to be necessary by the Board.

c) The Board or its duly authorized agents shall have the authority to and may obtain (i) worker's compensation insurance to the extent necessary to comply with any applicable laws, and (ii) such other types and amounts of insurance as may be determined by the Board to be necessary or desirable.

d) All such insurance coverage obtained by the Board shall be written in the name of the Association and the costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Association Common Areas shall be vested in the Board.

6.02 Damage or Destruction to Improvements. Immediately after the damage or destruction by fire or other casualty to all or any part of the Association Common Areas, the

Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance, and, in any such event, the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article VI, means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. The Association shall restore or replace such damaged improvements. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, or if all or a portion of such proceeds are applied by a mortgagee to the secured indebtedness and not released for restoration and repair purposes, as described in Section 6.03 below, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board may levy a special assessment against all Owners in the amount of such excess cost of repair or reconstruction without the necessity of a vote pursuant to Section 8.04 hereof. Such a special assessment shall be levied against the Owners in the same manner as annual assessments are levied, and additional assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such special assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds, if any, and special assessments shall be held by and for the benefit of the Association. Such insurance proceeds and special assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association.

6.03 Mortgagee Rights. The rights of the Board and of the Association to adjust losses under any property insurance policies insuring improvements constructed on any of the Association Common Areas and to apply proceeds therefrom for the restoration and repair of such improvements shall be subject to the rights of any first priority mortgagee of the Association Common Areas to adjust losses, receive insurance proceeds and, at such mortgagee's option, to apply such proceeds to the secured indebtedness owing to such mortgagee or to the restoration and repair of improvements under such conditions and safeguards as such mortgagee may deem appropriate.

## ARTICLE VII. ADMINISTRATION

7.01 Control of Association. Except to the extent otherwise required by the Planned Community Act or the provisions of the laws of the State of Ohio relating to nonprofit corporations, this Declaration, the Code of Regulations, or the Articles of Incorporation, the powers herein or otherwise granted to the Association may be exercised by the Board, acting through the officers of the Association, without any further consent or action on the part of the Owners. Developer shall have the right to appoint and remove all members of the Board and any officer or officers of the Association until such time as the first of the following events shall occur: (i) the Applicable Date, or (ii) the surrender by Developer of the authority to appoint and remove directors and officers of the Association by an express amendment to this Declaration

executed and recorded by Developer. Each Owner, by acceptance of a deed to or other conveyance of a Lot or Condominium Unit, vests in Developer such authority to appoint and remove directors and officers of the Association as provided by this Section 7.01 and Section 12.01 below.

7.02 Duties and Powers. The duties and powers of the Association shall be those set forth in the provisions of the Ohio Revised Code relating to nonprofit corporations, the Planned Community Act, this Declaration, the Code of Regulations, and the Articles of Incorporation, together with those reasonably implied to effect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Ohio Revised Code, this Declaration, the Articles of Incorporation and the Code of Regulations, then the Ohio Revised Code, this Declaration, the Articles of Incorporation and the Code of Regulations in that order, shall prevail, and each Owner, by acceptance of a deed or other conveyance therefore, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, together with every other right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

7.03 Rules and Regulations. The Association, through its Board, may make and enforce reasonable rules and regulations governing the use of the Lots, Condominium Units and the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

## ARTICLE VIII. ASSESSMENTS

8.01 Purposes of Assessments. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners, Permittees and occupants of the Property, including but not limited to management fees, administration expenses, utility charges, insurance premiums, the costs of landscaping, maintenance, replacement and repairs, and establishment of reserve funds, payment of capital improvements or maintenance and repair costs relating to any Common Area, including without limitation, the CAUV Common Area, all as may be more specifically authorized from time to time by the Board.

8.02 Creation of Lien and Personal Obligation of Assessments. Each Owner, other than Developer, by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (a) annual assessments, such assessments to be established and collected as provided in Section 8.03 hereof, and (b) special assessments, such assessments to be established and collected as provided in Section 8.04 hereof, and (c) individual or specific assessments against any particular Lot or Condominium Unit which are established pursuant to the terms of this Declaration, including, but not limited to, costs incurred by Developer or the Association in accordance with Section 5.02(b) above and fines as may be imposed against such Lot and

Condominium Unit in accordance with Article XI hereof. Any such assessments, together with late charges, simple interest at the rate of twelve percent (12%) per annum, and court costs and reasonable attorneys' fees incurred to enforce or collect such assessments, shall be an equitable charge against the Lot or Condominium Unit against which each assessment is made. The Association may perfect a lien against the Lot or Condominium Unit for unpaid assessments as provided in the Planned Community Act. Each such assessment, together with late charges, interest, court costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner at the time when the assessment became due. Assessments shall be paid in such manner and on such dates as may be fixed by the Board.

8.03 Computation of Annual Assessments. It shall be the duty of the Board at least thirty (30) days prior to the Association's fiscal year end to prepare a budget covering the estimated Common Expenses during the coming year, such budget to include a capital contribution or reserve account if necessary for the capital needs of the Association. The preparation of the annual budget, including the determination of the reserve account, shall at all times be subject to the requirements of the Planned Community Act. The Board shall cause the budget and the proposed total of the annual assessments to be levied against Lots and Condominium Units for the following year to be delivered to each Owner at least fifteen (15) days prior to the earlier of (i) the annual meeting or (ii) the first day of the applicable fiscal year for which the proposed annual assessments are to become effective. The total annual assessments shall be divided among the Lots and Condominium Units such that all Dwelling Unit Lots shall be subject to equal annual assessments, and the annual assessment for each Lot which is not a Dwelling Unit Lot shall be based on the Density Equivalent for such Lot of the then-applicable annual assessment for a Dwelling Unit Lot. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by either (i) Developer, for so long as Developer has the authority to appoint and remove directors and officers of the Association, or (ii) a majority of the votes of all Members. In the event that proposed budget is disapproved or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been approved or determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the Association for the approval of a special assessment as provided in Section 8.04 hereof.

8.04 Special Assessments. In addition to the annual assessments authorized above, the Association, acting through the Board, may levy, in any assessment year, special assessments applicable for that year only for Common Expenses, capital improvements or maintenance and repair costs relating to any Common Area, including without limitation, the CAUV Common Area, provided that except as otherwise permitted in Section 6.02 hereof, any such assessment must be approved by (i) Developer to the extent levied during the Development Period, and (ii) two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the provisions of Section 8.06 hereof. The Board may make such special assessments payable in installments over a period which may, in the

Board's discretion, extend in excess of the fiscal year in which adopted. Such special assessments are to be prorated among the Lots and Condominium Units such that all Dwelling Unit Lots shall be subject to equal assessments, and the special assessment for each Lot which is not a Dwelling Unit Lot shall be based on the Density Equivalent for such Lot of the special assessment for a Dwelling Unit Lot.

8.05 Individual Assessments. Any expenses of the Association occasioned solely by the conduct of less than all of the Owners may be specifically assessed against such Owners and their respective Lots or Condominium Units. The individual assessments provided for in this Section 8.05 shall be levied by the Board and the amount and due date of such assessment shall be as specified by the Board.

8.06 Notice of Meeting and Quorum. Written notice of the annual meeting of the Association, as well as any other meeting called for the purpose of taking any action authorized under Sections 8.03 and 8.04 hereof, shall be sent to all Owners not less than fifteen (15) days nor more than forty-five (45) days prior to the date of such meeting. The presence of members or proxies entitled to cast over fifty percent (50%) of all the votes of the Association shall constitute a quorum.

8.07 Liens. All sums assessed against any Lot or Condominium Unit pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Lot or Condominium Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot or Condominium Unit except only for (i) liens of ad valorem taxes, and (ii) liens for all sums unpaid on a first priority Mortgage or on any Mortgage to Developer, or its affiliates, successors or assigns, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument. Sale or transfer of a Lot or Condominium Unit shall not affect the continuing encumbrance of the assessment lien. Notwithstanding the foregoing to the contrary, the subordination of the assessment lien to the lien of first priority Mortgages shall only apply to such assessments which have become due and payable prior to a foreclosure. Any mortgagee who acquires title to a Lot or Condominium Unit by foreclosure shall be liable for assessments thereafter becoming due. All other persons acquiring liens or encumbrances on any Lot or Condominium Unit shall be deemed to consent that such liens or encumbrances shall be inferior to such future liens for assessments as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens or encumbrances.

8.08 Effect of Nonpayment; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than (10) days after the date when due shall incur a late charge in an amount as may be determined by the Board from time to time and shall also commence to accrue simple interest at the rate of twelve percent (12%) per annum. A lien and equitable charge as herein provided for each assessment shall attach simultaneously as the same shall become due and payable, and if an assessment has

not been paid within (30) days after the date when due, the entire unpaid balance of the assessment may be accelerated at the option of the Board and be declared due and payable in full. The continuing lien and equitable charge of such assessment shall include the late charge established by the Board, interest on the principal amount due at the rate of twelve percent (12%) per annum, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder by law. In the event that the assessment remains unpaid after sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Article shall be in favor of the Association. Each Owner, by its acceptance of a deed or other conveyance to a Lot or Condominium Unit, vests in the Association and its agents the right and power to bring all actions against such Owner personally for the collection of such assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The Association shall have the power to bid on the Lot or Condominium Unit at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein, including by way of illustration but not limitation, abandonment of its Lot or Condominium Unit or by renunciation of membership in the Association, and all Owners shall remain personally liable for assessments, interest and late charges which accrue prior to a sale, transfer or other conveyance of their Lots or Condominium Units to a subsequent Owner.

8.09 Certificate. The Association shall, within ten (10) days of a written request and upon payment of such fee as is from time to time determined by the Board, furnish to any Owner, purchaser from such Owner, or such Owner's Mortgagee or proposed Mortgagee which requests the same, a certificate in writing signed by the Association or manager setting forth whether the assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest and other charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any assessments stated therein to have been paid.

8.10 Date of Commencement of Annual Assessments; Payment Schedule. The annual assessment provided for herein shall commence as to each Lot and Condominium Unit on the day on which such Lot or Condominium Unit is conveyed to a Person other than Developer or a Builder and shall be due and payable in such manner and on such schedule as the Board may provide. Annual assessments and any outstanding special assessments shall be adjusted for each Lot and Condominium Unit according to the number of months then remaining in the then fiscal year of the Association.

8.11 Books and Records. The Association shall maintain financial information and other records regarding the operation of the Association as and to the extent required under the Planned Community Act and provide copies of the of the same to the Owners as and to the extent required under the Planned Community Act.

## ARTICLE IX. ARCHITECTURAL STANDARDS

No construction (which term shall include within its definition staking, clearing, excavation, grading and other site work as well as construction of Structures), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements of the Design Code and other requirements of this Article have been fully met, and until the approval of the Union Village Architect has been obtained pursuant to Section 9.01 below. The Union Village Architect may establish reasonable fees to be charged by the committee for review of applications hereunder and may require such fees to be paid in full prior to review of any application. This Article shall not apply to the activities of the Developer. The Board shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Union Village Architect. This Article may not be amended without the Developer's written consent.

9.01 Union Village Architect. During the Development Period, the Union Village Architect shall consist solely of individuals selected by the Developer. Upon the expiration of the Development Period, the number of members of the Union Village Architect shall automatically be increased to three, or such other odd number greater than three as may be determined by the Board of Directors, and the members of the Union Village Architect will serve for such terms as may be designated by the Board of Directors or the Bylaws of the Association. The Union Village Architect may employ personnel or contract with individuals or companies as necessary to assist in the performance of its duties hereunder.

The Union Village Architect shall have exclusive jurisdiction over all original construction and all modifications, additions, or alterations made on or to existing Lots or Structures containing Lots and the open space appurtenant thereto.

The Union Village Architect shall promulgate the Design Code, including the Urban and Architectural Standards, and any revisions or supplements to the Design Code, as well as the process and procedures for application to, and review of design and construction plans by, the Union Village Architect, including but not limited to application fees. The Design Code may provide for different requirements and guidelines for different types of Lots and may permit exceptions to be made by Union Village Architect for architectural merit. Copies of the Design Code shall be available from the Union Village Architect. The Design Code may be amended by the Union Village Architect from time to time. The Union Village Architect shall make the Design Code and review procedures available to Owners and Builders who seek to engage in development of or construction upon any portion of the Property and such Owners and Builders shall conduct their operations strictly in accordance with the Design Code. Within thirty (30) days after submission of the plans to the Union Village Architect, the Union Village Architect shall either (i) approve or disapprove plans submitted to it or (ii) shall request additional information reasonably required by the review procedures. Any disapproval will be in writing and will specifically set forth the reason or reasons for disapproval. A failure by the Union

Village Architect to approve, disapprove or otherwise respond to a plan submission within the time prescribed shall be deemed to be disapproval.

Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of a structure on a Lot, or to paint the interior of a structure any color desired; provided, modifications or alterations to the interior of screened porches, patios and similar portions of a structure visible from outside the structure shall require the prior written approval by the Union Village Architect.

9.02 Right to Inspect. Any member of the Board, the Union Village Architect or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any portion of the Property to inspect for the purpose of ascertaining whether or not this Declaration has been or is being complied with. Such Person or Persons shall not be deemed guilty of trespass by reasons of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may record in the office of the Recorder of Warren County, Ohio records a notice of violation naming the violating Owner.

9.03 No Waiver of Future Approvals. The approval of the Union Village Architect of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Union Village Architect, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawing, or matters whatever subsequently or additionally submitted for approval or consent.

9.04 Variance. The Union Village Architect may authorize variances from compliance with any of its guidelines and procedures due to circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations. Such variance shall be granted only in accordance with rules and regulations duly adopted by the Board and may not override applicable zoning codes, requirements and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) preclude or obligate the Union Village Architect from denying or allowing a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the delay in issuance of failure of issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

9.05 Compliance With Guidelines. Any contractor, subcontractor, agent, employee or other invitee of an Owner (including but not limited to any Builder) who fails to comply with the terms and provisions of the Design Code or the review procedure promulgated by the Union Village Architect may be excluded by the Board from the Property without liability to the Association, Union Village Architect, or Developer.



9.06 No Liability

a) General. Review and approval of any application pursuant to this Declaration is made on the basis of aesthetic considerations only and the Union Village Architect shall not bear any responsibility of ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Developer, the Association, the Board, the Union Village Architect, or any Members other than the Member submitting the application shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

b) Encroachments. An encroachment of the chimney or ground level steps of any Structure on a Lot into a right-of-way, Common Area or designated utility easement must be authorized by the Union Village Architect, and, if applicable, the affected utility provider. If the encroachment is damaged by work within utility easement areas such damage shall be the responsibility of the Owner and the Owner shall indemnify and hold harmless Developer, the Association and the Union Village Architect.

9.07 Financial Support. The Association may pay the Union Village Architect reasonable compensation for serving as the Union Village Architect, which shall be set and adjusted, as necessary, by the Board.

ARTICLE X. USE RESTRICTIONS

10.01 Use of Dwelling Unit Lots. Each Dwelling Unit Lot and Multifamily Lot shall be used for Residential Purposes only and no trade or business of any kind may be carried on therein, unless otherwise in compliance with applicable zoning codes, requirements and regulations. The use of a portion of a residence as a personal office by an individual Owner or its individual tenant (provided that such office is not used to conduct in-person business with or utilizing any client, employee, vendor, or customer of such Owner's business and such office is not advertised in any medium) shall not be considered to be a violation of this covenant if such use does not create a nuisance. The use of a residence or a portion thereof for social gatherings at which the Owner is present for the enjoyment of the Owner's employees, trustees, agents, clients or customers shall not be considered to be a violation of this covenant if such does not create regular customer, client or employee traffic or otherwise create a nuisance.

10.02 Antennas. No television antenna, radio receiver, satellite dish or other similar device shall be attached to or installed on any Lot unless smaller than three feet (3') in diameter and either contained entirely within the interior of a building or other structure or shielded from the view of surrounding Owners. No radio or television signals, nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals within the Property; provided, however, that Developer and the Association shall not be prohibited from installing equipment necessary

for master antenna, security, cable television, mobile radio or other similar systems within the Property.

10.03 Water Wells. No private water wells may be drilled or maintained on any Lot, without prior written consent of the Developer or the Association.

10.04 Pets. No animals, livestock, birds or poultry of any kind shall be raised, bred or kept by any Owner upon any portion of the Property, provided that generally recognized house pets may be kept in residences, subject to rules and regulations adopted by the Association, through its Board, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. Pets shall be under leash or voice control at all times when walked or exercised outside of all fenced areas on a Lot.

10.05 Nuisances. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Property, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of the Property. Noxious or offensive activities shall not be carried on in any Lot and each Owner, his/her family, tenants, guests, invitees, servants and agents shall refrain from any act of use of a Lot which could cause disorderly, unsightly or unkempt conditions, or which could cause embarrassment, discomfort, annoyance or nuisance to the occupants of other portions of the Property or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used or placed within the Property or on any Lot.

10.06 Motor Vehicles, Trailers, Boats, Etc. All automobiles owned or used by Owners or other than temporary guests and visitors shall be parked behind the primary home (or within a garage facing the street) unless parking is designated on the street. No vehicles may be parked on any Common Area temporarily or permanently without the consent of the Developer or the Association other than designated spaces. The Board shall have the authority to promulgate rules and regulations to govern or prohibit the outside storage or parking upon any Lot of any motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart or any other related forms or transportation devices. Furthermore, although not expressly prohibited hereby, the Board may at any time prohibit mobile homes, motor homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts and other similar vehicles, or any of them, from being kept, placed, stored, maintained or operated upon any portion of the Property if in the opinion of the Board such prohibition shall be in the best interests of the Property.

10.07 Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Developer, any Builder and their respective agents, employees, successors and assigns to maintain and carry on within the Property such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots or the developing installation and operation of sales and construction trailers and offices, signs and model residences. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences as model residences, and to use any residence as an office for the sale of Lots and for related activities.

10.08 Utilities. No improvements, facilities and/or systems for the transmission of electric, gas, water or any other kind of utilities shall be erected aboveground without the prior written approval of the Union Village Architect.

10.09 Fences. No fence or wall of any kind shall be erected, maintained or altered on any Lot by any Owner, other than Developer, without the prior written approval of the Union Village Architect.

10.10 Signs.

a) No signs whatsoever (including but not limited to commercial and similar signs) shall, without the Union Village Architect's prior written approval of plans and specifications thereof, be installed, altered or maintained on any Lot, or on any portion of a Structure or motor vehicle visible from the exterior thereof, except:

- i. such signs as may be required by legal proceedings;
- ii. directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the Union Village Architect;
- iii. such signs as are used to identify and advertise the Property approved by the Union Village Architect;
- iv. a sign indicating the Builder of the residence on the Lot approved by the Union Village Architect; and
- v. a model home sign approved by the Union Village Architect.

b) Following the consummation of the sale or lease of any Structure, the Builder sign shall be removed immediately.

10.11 Garage Sales. All garage sales shall be conducted in accordance with applicable law and such rules and regulations as the Board may establish from time to time concerning same.

10.12 Clotheslines, Garbage Cans, Tanks, Etc. All clotheslines, garbage cans, above-ground storage tanks, mechanical equipment including, without limitation, electrical meters, gas meters and air conditioning compressors, and other similar items on Lots shall be located or screened so as to be concealed from view of adjacent streets.

10.13 Exterior Structures. No artificial vegetation, exterior sculptures, fountains or similar items shall be constructed, placed or maintained on any Lot without the prior written approval of the Union Village Architect.

10.14 Construction of Improvements. Construction of all Dwelling Units on a Dwelling Unit Lot shall be completed within twelve (12) months of the commencement date of said construction unless the Developer has contractually waived this Owner obligation (or extended the date for performance thereof) in writing. Construction of all Multifamily Structures on a Multifamily Lot shall be completed within eighteen (18) months of the commencement date of said construction unless the Developer has contractually waived this Owner obligation (or extended the date for performance thereof) in writing. Without limiting Developer's repurchase rights set forth in Section 10.18, if any Dwelling Unit or Multifamily Structure is not completed within the applicable time frame set forth above, the Association, its employees and agents, shall have the right, but not the obligation, to enter upon said Lot and to take such action as is necessary to complete construction of such Dwelling Unit or Multifamily Structure, with the costs thereof being assessed against the Owner of such Lot. Such Owner shall be personally liable to the Association for the direct and indirect costs of completion of said Dwelling Unit or Multifamily Structure, and the liability for such costs shall constitute an equitable charge and continuing lien upon the applicable Lot enforceable by the Association in the same manner as other liens for the improvement of real property, assessments made in accordance with this Declaration, or by any other appropriate proceeding in law or in equity. The Association shall give notice to the Owner of such Lot prior to commencing any work and the provisions thereof shall be applicable with respect to the foregoing.

10.15 Zoning and Private Restrictions. None of the covenants, restrictions or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations of any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by this Declaration, the more restrictive provision shall govern and control.

10.16 Property of Lots. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board. Developer, however, hereby expressly reserves the

right to replat any Lot or Lots owned by Developer. Any such division, boundary line change, or replatting shall not be in violation of the applicable property and zoning regulations.

10.17 Tree Removal. No trees with a measure of over six (6") inch caliper or greater shall be removed, except for safety reasons as determined by a certified arborist unless approved in accordance with Article IX of this Declaration. In the event of an intentional or unintentional violation of this Section, the violator may be required, by the Board or any committee of the Board having jurisdiction, to replace the removed tree with one (1) or more trees of such size and number, and in such locations, as the Union Village Architect may determine in its sole discretion.

10.18 Right to Repurchase. Each Owner hereby acknowledges and agrees that if, within one (1) year of the date of closing on a Lot, such Owner has not begun construction of a Dwelling Unit, a Multifamily Structure, a commercial Structure or a Condominium Unit, as applicable, or if such Owner fails to complete construction within the times frames set forth in Section 10.14, the Developer shall have the option to pursue one of the following rights:

a) The right, but not the obligation, to repurchase the Lot for a total purchase price equal to: the amount paid by the Owner or any related entity for the purchase of the Lot or the current fair market value of the Lot, whichever is less, plus the cost or the fair market value of any approved Structures on the Lot, whichever is less, minus any outstanding debt obligations encumbering the Lot, all customary closing costs for the repurchase and a resale fee of 10%; or

b) The right to receive the difference between the amount paid by Owner or any related entity to purchase the Lot (increased by the cost or fair market value, whichever is less of any approved Structures on the Lot) and the resale price of the Lot. Such amount will be both the personal obligation of the Owner under this Declaration and a lien on the Lot.

Developer agrees to subordinate its right of repurchase set forth in this Section to any first Mortgage on the Lot. Except as described in this Section, the right of repurchase by Developer set forth above shall not be subordinate to any other encumbrances.

## ARTICLE XI. ENFORCEMENT

11.01 Enforcement. Each Owner shall comply strictly with this Declaration, the Code of Regulations and the published rules and regulations of the Association adopted pursuant to this Declaration, as either of the same may be lawfully amended from time to time, and in the deed or other instrument of conveyance to the Lot or Condominium Unit to such Owner, if any. Failure to comply with any of the same shall be grounds for imposing fines, for suspending voting rights or for instituting an action to recover sums due, for damages and/or for injunctive relief, such actions to be maintainable by Developer, the Board, or, in a proper case, by an aggrieved Owner. Should Developer or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be

paid by the violating Owner. Inasmuch as the enforcement of the provisions of this Declaration, the Code of Regulations and the rules and regulations of the Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages and that Developer, the Association or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or any threatened violation of breach. No delay, failure or omission on the part of Developer, the Association or any aggrieved Owner in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Developer or the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any Person of the provisions of this Declaration, the Code of Regulations or any rules and regulations of the Association, however long continued.

11.02 Self-Help. In addition to any other remedies provided for herein, the Developer and the Association or its duly authorized agents shall have the power to enter upon a Lot to abate or remove, using such force as may be reasonably necessary, any erection, thing, Structure, or condition which violates this Declaration, the Code of Regulations, the rules and regulations, the use restrictions or the Design Code, including the Architectural Standards. Unless an emergency situation exists, the Board shall give the violating Owner ten (10) days written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees, shall be assessed against the violating Owner and shall be collected, and shall become an equitable charge and lien, as provided for herein for the collection of assessments.

## ARTICLE XII. GENERAL PROVISIONS

12.01 Control by Developer. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS DECLARATION, IN THE ARTICLES OF INCORPORATION OR IN THE CODE OF REGULATIONS OF THE ASSOCIATION, Developer shall have the right to appoint and remove all members of the Board of the Association as provided by and for the term set forth in Section 7.01 hereof. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees that Developer shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions of this Section 12.01 and the provisions of Section 7.01. Upon the expiration of Developer's right to appoint and remove directors and officers of the Association pursuant to the provisions of Section 7.01 and this Section 12.01, such right shall pass to the Members, including Developer if Developer then owns one or more Lots, and a special meeting of the Association shall be called within reasonable time thereafter. At such special meeting the Members shall elect a new Board which shall undertake the responsibilities of the Board, and Developer shall deliver all books, accounts and records, if any, which Developer has kept on

behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which Developer has in its possession.

12.02 Amendments by Developer. During any period in which Developer retains the right to appoint and remove any directors and officers of the Association, Developer may unilaterally amend this Declaration by an instrument in writing filed and recorded with the Office of the Recorder of Warren County, Ohio, without the approval of any Owner or mortgagee; provided, however, that (i) in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of its Lot or Condominium Unit as set forth in this Declaration or adversely affects the title to any Lot or Condominium Unit, such amendment shall be valid only upon the written consent thereto by a majority vote of the then existing Owners affected thereby, or (ii) in the event that such amendment would materially and adversely affect the interest of any Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Mortgagees so affected. Any amendment made pursuant to this Section 12.02 shall be certified by Developer as having been duly approved by Developer, and by such Owners and Mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot or Condominium Unit, agrees to be bound by such amendments as are permitted by this Section 12.02 and further agrees that, if requested to do so by Developer, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Property (A) if such amendment is necessary to bring any provisions of this Declaration into compliance with any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith, (B) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots or Condominium Units subject to this Declaration, (C) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable the construction of improvements subject to this Declaration, or (D) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on the Lots, Condominium Unit or other improvements subject to this Declaration.

12.03 Amendments by Association. Amendments to this Declaration, other than those authorized by Section 12.02 hereof, shall be proposed and adopted in the following manner:

a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each member of the Association.

b) At such meeting, a resolution adopting the proposed amendment may be proposed by either the Board or by the Members. Such amendment must be approved by the Members holding at least two-thirds of the total votes in the Association; provided, however, (i) that any amendment which materially and adversely affects the interest of any Mortgagee must

be approved by such Mortgagee, and (ii) during any period in which Developer owns a Lot primarily for the purpose of sale, such amendment is subject to approval by Developer.

c) The agreement of the required percentage of the Members and, where required, Developer and any Mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment or, in the alternative, the sworn statement of the President of the Association attached to or incorporated in the amendment executed by the Association which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself.

12.04 Duration. The provisions of this Declaration shall run with and bind title to the Property, shall be binding upon and inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, legal representatives, successors and assigns, and shall be and remain in effect for a period of sixty (60) years from and after the Effective Date, at which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless otherwise terminated by vote of a majority of the members of the Board of Directors. This Declaration may be renewed for an unlimited number of successive ten (10) year periods. Notwithstanding the foregoing, all easements created in this Declaration shall be perpetual to the fullest extent of the law, unless otherwise specifically stated herein.

12.05 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Developer or the Board will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The captions of each Article and Section hereof as to the contents of each Article and Section hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Ohio.

12.06 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

12.07 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provisions of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision, the application of any provision which can be given effect without the invalid provision or application or the application of such



provision to other person(s) and/or property in circumstances that would not make such provision prohibited or invalid, and to this end the provisions of this Declaration are declared to be severable.

12.08 Rights of Third Parties. This Declaration shall be recorded for the benefit of Developer, the Owners and their Mortgagees as herein provided, and by such recording, no adjoining property owner or third party shall have any right, title or interest whatsoever in the Property or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and subject to the rights of Developer and Mortgagees as herein provided, the Owners all have the right to extend, modify, amend or otherwise change the provisions of this Declaration without the consent, permission or approval of any adjoining owner or third party.

12.09 No Trespass. Whenever the Association, Developer, the Union Village Architect, and their respective successors, assigns, agents or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve or do any other action within any portion of the Property, the entering thereon and the taking of such action shall not be deemed to be a trespass.

12.10 Notices. Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States Mail, postage prepaid. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Association, or if no address has been so designated, at the addresses of such Owners' respective Lots or Condominium Units. Notices sent by United States Mail shall be deemed effective on the third day after mailing. Notices delivered in person shall be effective on the date of delivery. All notices to the Association shall be delivered or sent in care of Developer at 580 N. State Route 741, Lebanon, Ohio 45036, or to such other address as the Association may from time to time notify the Owners. All notices to Developer shall be delivered or sent to Developer at the above address or to such other address as Developer may from time to time notify the Association. Notices to Mortgagees shall be delivered or sent to such addresses as such Mortgagees specify in writing to the Association.

12.11 No Liability. Developer has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an Owner (or any other person) in a court of law or otherwise, Developer shall have no liability of any kind as a result of such unenforceability, and each and every Owner, by acceptance of a deed conveying a Lot or Condominium Unit, acknowledges that Developer shall have no such liability.

12.12 Agreements. All agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Property or the privilege of possession and enjoyment of any part of the Property,

except that no such agreements shall be binding as to the Developer without the written consent of the Developer.

12.13 Variances. Notwithstanding anything to the contrary contained herein the Board, and the Developer during the Development Period, shall be authorized to grant individual variances from any of the provisions of this Declaration or the Code of Regulations, except the provisions of Article VIII of the Declaration regarding assessments, if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Property.

12.14 Security. NOTWITHSTANDING ANY PRIVACY WALL AND/OR FENCE SERVING THE PROPERTY, DEVELOPER MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE EFFICACY OF SUCH STRUCTURES FROM A SAFETY OR SECURITY STANDPOINT. EACH OWNER, OCCUPANT, GUEST OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DEVELOPER IS NOT AN INSURER AND THAT EACH OWNER, OCCUPANT, GUEST AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed in its name under seal, as of the day and year first above written.

**DEVELOPER:**

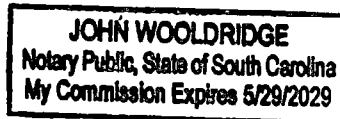
**UNION VILLAGE DEVELOPMENT COMPANY,**  
an Ohio corporation

By: Thomas A Compton  
Name: THOMAS A COMPTON  
Title: PRESIDENT

STATE OF South Carolina )  
 ) SS:  
COUNTY OF Beaufort )

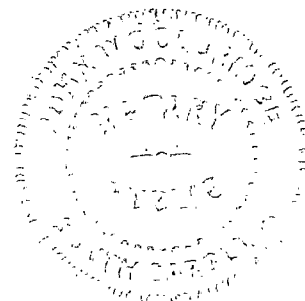
The foregoing instrument was acknowledged before me, a notary public, this 31 day of October, 2019, by Thomas A. Compton the President of Union Village Development Company, an Ohio corporation, on behalf of such corporation.

[Signature]  
Notary Public



This instrument prepared by:

John C. Krug, Esq.  
Frost Brown Todd LLC  
3300 Great American Tower  
301 East Fourth Street  
Cincinnati, OH 45202



**EXHIBIT A**

**LEGAL DESCRIPTION**

**TRACT I**

Situate in Section 24, Town 4, Range 3, BTM Turtlecreek Township, Warren County, Ohio and being Lots 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 21, 22, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 36, 37, 39, 40, 41, 42, 43, 44, 45, 46, 47, 108, 113, 115, 116, 117, 119, 120, 121, 123, 124, and 125 and Open Space Lots 1, 3, 19, 20, 28A, 104A, 114, 118 and 122 set forth on that certain plat of Union Village, Phase 1A, as recorded in Plat Book 100, Page 30, and as File No. 2019-031662, Warren County, Ohio Records.

PARCEL #	LOT
12-24-319-001	O/S 1
12-24-318-001	2
12-24-318-002	O/S 3
12-24-318-003	4
12-24-318-004	5
12-24-318-005	6
12-24-318-006	7
12-24-318-007	8
12-24-318-008	9
12-24-318-009	10
12-24-318-010	11
12-24-318-011	12
12-24-318-012	13
12-24-318-013	15
12-24-318-014	16
12-24-318-015	17
12-24-306-001	O/S 19
12-24-168-001	O/S 20
12-24-168-002	21
12-24-168-003	22
12-24-168-004	23
12-24-168-005	24
12-24-168-006	25
12-24-168-007	26
12-24-168-008	27
12-24-310-001	O/S 28A
12-24-310-002	29
12-24-310-003	30
12-24-310-004	31
12-24-310-005	32

  
**FOR ALL**

PARCEL #	LOT
12-24-310-006	33
12-24-310-007	34
12-24-310-008	35
12-24-310-009	36
12-24-310-010	37
12-24-310-011	39
12-24-310-012	40
12-24-310-013	41
12-24-310-014	42
12-24-310-015	43
12-24-310-016	44
12-24-310-017	45
12-24-310-018	46
12-24-310-019	47
12-24-338-001	O/S 104A
12-24-338-002	108
12-24-320-001	113
12-24-320-002	O/S 114
12-24-320-003	115
12-24-320-004	116
12-24-320-005	117
12-24-320-006	O/S 118
12-24-320-007	119
12-24-320-008	120
12-24-320-009	<b>121</b>
12-24-319-002	O/S 122
12-24-319-003	123
12-24-319-004	124
12-24-319-005	125

**DESCRIPTION NOT  
FOR TRANSFER**

11 WCEO  
BF  
Tert. Map. Dist. 26

TRACT II

PT 12-24-338-003 Desc. Not of Record

Situated in Section 24, Town 4, Range 3, B.T.M., Turtlecreek Township, Warren County, Ohio, being part of an original 24.152 acre tract conveyed to Union Village Development Company as recorded in D.N. 2018-020434, the boundary of which being more particularly described as follows:

Beginning at a point in the east line of Union Village Phase 1 A as recorded in P.B. 100 Pg. 30, said point being S05° 59' 26"W a distance of 40.55 feet from the northeast corner of said Union Village Phase 1 A;

Thence along the lines of said Union Village Phase 1 A the following four (4) courses:

1. S05°59'26"W a distance of 38.90 feet;
2. Along a curve to the right an arc distance of 13.26 feet, said curve having a radius of 35.50 feet, a delta of 21°23'53" and a chord bearing N42°22'42"W distance of 13.18 feet;
3. Along a curve to the right an arc distance of 23.01 feet, said curve having a radius of 17.50 feet, a delta of 75°20'23" and a chord bearing N05°59'26"E distance of 21.39 feet;
4. Along a curve to the right an arc distance of 13.26 feet, said curve having a radius of 35.50 feet, a delta of 21°23'53" and a chord bearing N54°21'34"E distance of 13.18 feet to the Point of Beginning.

Containing 0.008 acres, more or less, and being subject to easements, restrictions and rights of way of record.

**DESCRIPTION NOT  
FOR TRANSFER**

11 WCEO  
BF  
Tert. Map. Dist. 26

TRACT III

12-24-319-006 Desc Not of Record

Situated in Section 24, Town 4, Range 3, B.T.M., Turtlecreek Township, Warren County, Ohio, being part of an original 10.518 acre tract conveyed to Union Village Development Company as recorded in D.N. 2018-020434, the boundary of which being more particularly described as follows:

Beginning at a point in the southwest terminus of Allen Street dedicated in Union Village Phase 1 A and as recorded in P.B. 100 Pg. 30;

Thence along the southerly terminus of said Allen Street, S84°00'34"E a distance 28.14 feet;

Thence through a 638 acre parcel of land conveyed to The Otterbein Home in D.B. 140 Pg. 103, S05°59'26"W a distance of 52.33 feet and N84°21'14"W a distance of 28.14 feet to a point in the east line of Open Space Lot #1 of the aforesaid Union Village Phase 1 A;

Thence along said east line, N05°59'26"E a distance of 52.49 feet to the Point of Beginning.

Containing 0.034 acres, more or less, and being subject to easements, restrictions and rights of way of record.

**DESCRIPTION NOT  
FOR TRANSFER**

11 WCEO  
BF  
Tert. Map. Dist. 26

TRACT IV

PT 12-24-338-003 Desc Not of Record

Situated in Section 24, Town 4, Range 3, B.T.M., Turtlecreek Township, Warren County, Ohio, being part of an original 24.152 acre tract conveyed to Union Village Development Company as recorded in D.N. 2018-020434, the boundary of which being more particularly described as follows:

Beginning at the northeast corner of Union Village Phase 1 A as recorded in P.B. 100 Pg. 30;

Thence along the lines of said Union Village Phase 1 A the following seven (7) courses:

1. N84°00'34"W a distance of 33.00 feet;
2. Along a curve to the left an arc distance of 42.41 feet, said curve having a radius of 27.00 feet, a delta of 90°00'00" and a chord bearing S50°59'26"W distance of 38.18 feet;
3. S05°59'26"W a distance of 3.00 feet;
4. N84°00'34"W a distance of 325.00 feet;
5. N05°59'26"E a distance of 125.00 feet;
6. S84°00'34"E a distance of 11.00 feet;
7. N05°59'26"E a distance of 61.70 feet to a point in the lines of a 638 acre parcel of land conveyed to The Otterbein Home in D.B. 140 Pg. 103;

Thence along said lines, S84°00'34"E a distance of 374.00 feet, and S05°59'26"W a distance of 156.70 feet to the Point of Beginning.

Containing 1.597 acres, more or less, and being subject to easements, restrictions and rights of way of record.

TRACT V

**DESCRIPTION NOT  
FOR TRANSFER**



PT 12-24-338-003

Desc NOT of Record

Situated in Section 24, Town 4, Range 3, B.T.M., Turtlecreek Township, Warren County, Ohio, being part of an original 24.152 acre tract conveyed to Union Village Development Company as recorded in D.N. 2018-020434, the boundary of which being more particularly described as follows:

Beginning at the southeast corner of Union Village Phase 1 A as recorded in P.B. 100 Pg. 30;

Thence along the lines of said Union Village Phase 1 A the following eleven (11) courses;

1. N05°59'26"E a distance of 100.00 feet;
2. S84°00'34"E a distance of 246.00 feet;
3. N05°59'26"E a distance of 194.00 feet;
4. N84°00'34"W a distance of 264.00 feet;
5. N05°59'26"E a distance of 368.00 feet;
6. S84°00'34"E a distance of 60.00 feet;
7. N05°59'26"E a distance of 184.00 feet;
8. S84°00'34"E a distance of 120.00 feet;
9. N05°59'26"E a distance of 153.11 feet;
10. Along a curve to the left an arc distance of 42.41 feet, said curve having a radius of 27.00 feet, a delta of 90°00'00" and a chord bearing S39°00'34"E distance of 38.18 feet;
11. S84°00'34"E a distance of 33.00 feet to a point in the lines of a 638 acre parcel of land conveyed to The Otterbein Home in D.B.140 Pg. 103

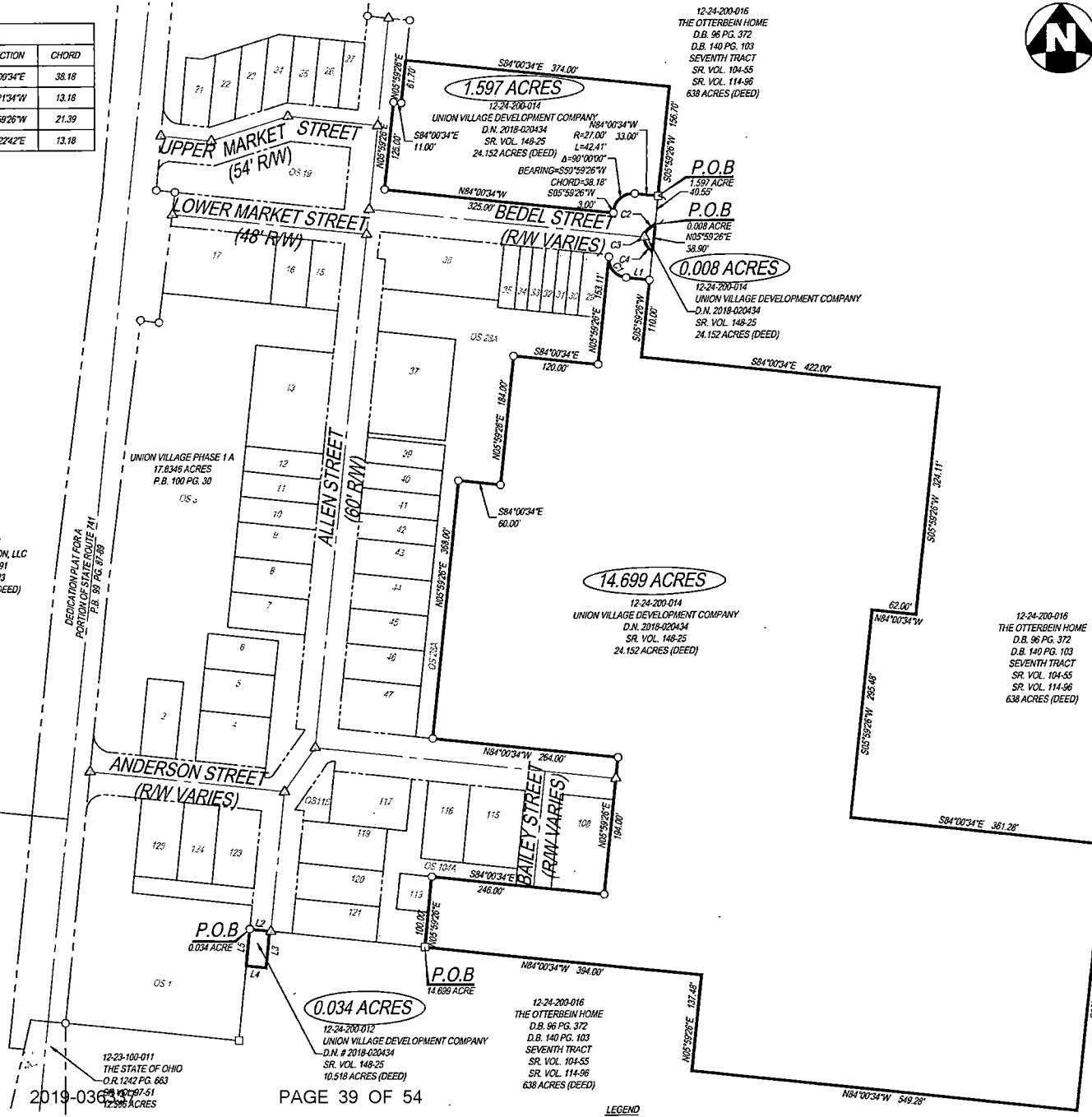
Thence along the lines of said 638 parcel of land the following ten (10) courses:

1. S05°59'26"W a distance of 110.00 feet;
2. S84°00'34"E a distance of 422.00 feet;
3. S05°59'26"W a distance of 324.11 feet;
4. N84°00'34"W a distance of 62.00 feet;
5. S05°59'26"W a distance of 295.48 feet;
6. S84°00'34"E a distance of 361.28 feet;
7. S05°59'26"W a distance of 380.00 feet;
8. N84°00'34"W a distance of 549.28 feet;
9. N05°59'26"E a distance of 137.48 feet;
10. N84°00'34"W a distance of 394.00 feet to the Point of Beginning.

Containing 14.699 acres, more or less, and being subject to easements, restrictions and rights of way of record.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	DIRECTION	CHORD
C1	27.00	42.41	90°00'00"	S30°00'34"E	38.18
C2	35.50	13.26	21°23'53"	S54°21'34"W	13.18
C3	17.50	23.01	75°20'23"	S05°59'26"W	21.39
C4	35.50	13.26	21°23'53"	S42°22'42"E	13.18

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S84°00'34"E	33.00
L2	S84°00'34"E	28.14
L3	S05°59'26"W	52.33
L4	N84°21'14"W	28.14
L5	N05°59'26"E	52.49



12-30-200-004  
 OTTERBEIN LEBANON, LLC  
 D.N. 2017-021291  
 SR. VOL. 146-23  
 148.7978 ACRES (DEED)

12-30-200-005  
 OTTERBEIN LEBANON, LLC  
 O.R. 4902 PG. 534  
 SR. VOL. 104-26  
 SR. VOL. 146-23  
 348.9867 ACRES (DEED)

12-23-100-011  
 THE STATE OF OHIO  
 O.R. 1242 PG. 663  
 12.296 ACRES

12-24-200-012  
 UNION VILLAGE DEVELOPMENT COMPANY  
 D.N. # 2018-020434  
 SR. VOL. 148-25  
 10.518 ACRES (DEED)

12-24-200-014  
 UNION VILLAGE DEVELOPMENT COMPANY  
 D.N. 2018-020434  
 SR. VOL. 148-25  
 24.152 ACRES (DEED)

12-24-200-016  
 THE OTTERBEIN HOME  
 D.B. 96 PG. 372  
 D.B. 140 PG. 103  
 SEVENTH TRACT  
 SR. VOL. 104-55  
 SR. VOL. 114-96  
 638 ACRES (DEED)

12-24-200-014  
 UNION VILLAGE DEVELOPMENT COMPANY  
 D.N. 2018-020434  
 SR. VOL. 148-25  
 24.152 ACRES (DEED)

12-24-200-016  
 THE OTTERBEIN HOME  
 D.B. 96 PG. 372  
 D.B. 140 PG. 103  
 SEVENTH TRACT  
 SR. VOL. 104-55  
 SR. VOL. 114-96  
 638 ACRES (DEED)

**WARREN COUNTY NOTES**

- SOURCE DOCUMENTS AS NOTED.
- OCCUPATION IN GENERAL FITS SURVEY.
- MONUMENTATION IS IN GOOD CONDITION UNLESS OTHERWISE NOTED.
- BEARINGS ARE BASED ON WARREN COUNTY MONUMENT 169 AND 159.

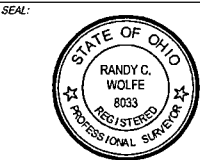
- LEGEND**
- 5/8" IRON PIN FOUND
  - CONCRETE MONUMENT
  - △ MAGNAIL



**THE KLEINGERS GROUP**

CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE

www.kleingers.com  
 6219 Centre Park Dr.  
 West Chester, OH 45669  
 513.779.7951



NO. DATE DESCRIPTION  
 1. 11-8-2019 BOUNDARY - JOB

**BOUNDARY SURVEY**  
**16.338 ACRES**  
 SECTION 24, TOWN 4, RANGE 3, BTM  
 TURTLECREEK TOWNSHIP  
 WARREN COUNTY, OHIO

PROJECT NO: 140217VSD002  
 DATE: 11-8-2019

SCALE: 1" = 100'

**UNION VILLAGE EXHIBIT**

SHEET NO. **1 OF 1**

11/29/19 11:42:17 AM 00217VSD002 - 11/29/19 11:42:17 AM 00217VSD002 - 11/29/19 11:42:17 AM 00217VSD002 - 11/29/19 11:42:17 AM 00217VSD002

**EXHIBIT B**  
**CODE OF REGULATIONS**

*See attached.*



**CODE OF REGULATIONS**  
**OF**  
**UNION VILLAGE NEIGHBORHOOD ASSOCIATION, INC.,**  
**AN OHIO NONPROFIT CORPORATION**

As adopted on October 31, 2019

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**CODE OF REGULATIONS  
OF  
UNION VILLAGE NEIGHBORHOOD ASSOCIATION, INC.**

**ARTICLE I.  
NAME AND LOCATION**

The name of the nonprofit corporation is **UNION VILLAGE NEIGHBORHOOD ASSOCIATION, INC.** (the "Association"), which has been created pursuant to the provisions of Chapter 1702 of the Ohio Revised Code as the master owners' association for Union Village. The principal office of the Association shall be set forth in its Articles of Incorporation (the "Articles") or at such other place as the Board may determine from time to time. The place of meetings of the Association and the Board shall be held at such places within the State of Ohio as may be designated by the Board.

**ARTICLE II.  
DECLARATION; APPLICABILITY**

2.1. Declaration. The Association is the association referenced in the Declaration of Covenants, Conditions, Restrictions and Easements for Union Village dated \_\_\_\_\_, 2019 recorded as Instrument No. \_\_\_\_\_ in the records of Warren County, Ohio (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 its Members, Board, officers and committees, are incorporated by reference as if fully set forth herein. To the extent there is any conflict between the Declaration, the Articles, and this Code of Regulations, the terms of the Declaration and the Articles, in that order, shall prevail, with the Developer reserving the rights to amend this Code of Regulations as it may determine during the period of Declarant Control.

2.2. Applicability. This Code of Regulations is binding on all present and future Owners or other persons using any improvements or facilities located on any Lot or Lots in any manner. Upon the acquisition, rental, use or other act of occupancy of any Lot, or any portion of a Lot by a person, this Code of Regulations shall be deemed accepted and ratified by that person.

**ARTICLE III.  
DEFINITIONS**

Any capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to them as set forth in the Declaration as recorded with the Recorder of Warren County, Ohio.

**ARTICLE IV.  
MEMBERSHIP AND VOTING RIGHTS; PROXIES**

4.1. Membership. Each Owner, upon acquiring ownership of fee simple title to a Lot or Condominium Unit, shall automatically become a Member of the Association. Such membership shall terminate upon the sale or other disposition by such Owner of the ownership interest, at which time the new Owner shall automatically become a Member of the Association.

Notwithstanding the foregoing, none of the following will be Members of the Association: (a) tenants of a Lot or Condominium Unit, or (b) Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an applicable Owner's membership in the Association.

4.2. Voting Rights. As more fully provided in the Declaration, except for voting by proxy as provided below in Section 4.3 and subject to Section 4.4, each Member shall be entitled to vote with regard to matters submitted to the Members for a vote.

4.3. Proxies. Members may vote or act in person or by proxy. The person designated a proxy need not be a Member. All proxies shall be in writing and filed with the Secretary of the Association prior to the meeting. A Member may revoke the proxy at any time upon written notice to the Board. A proxy shall be revoked automatically upon the Member's conveyance of all Lots and Condominium Units owned by him, her or it and, in any event, shall not be valid after the expiration of eleven (11) months after it is made unless it specifies the date on which it is to expire or the length of time it is to continue in force.

4.4. Suspension of Voting Privileges. No Member shall be eligible to vote or to be elected to the Board who is shown on the Association's books to be delinquent in the payment of any Assessment due to the Association, as set forth in the Declaration.

## ARTICLE V. MEETINGS OF MEMBERS; VOTING

5.1. During Declarant Control. From the date of the incorporation of the Association until the earlier of: a) the Applicable Date, or b) the surrender by Developer of the authority to appoint and remove Directors and officers of the Association by an express amendment of the Declaration executed and recorded with the Recorder of Warren County, Ohio (a period of "Declarant Control"), meetings of the Members shall be held at such times and at such frequencies as may be determined by the Developer in its sole discretion. Notwithstanding the generality of the foregoing, there shall be no obligation of the Developer to hold meetings of the Members during Declarant Control.

5.2. Place of Meeting. Meetings of the Members shall be held at the principle office of the Association, unless the Board determines that a meeting shall be held at some other place and cause the notice of meeting to so state.

5.3. Annual Meeting. The first meeting of the Members shall be held within one year of the end of the period of Declarant Control and on such date as the initial Board shall determine, and thereafter the Members shall meet annually (each such meeting, an "Annual Meeting"). The Annual Meeting shall include election of the Board, consideration of reports to be reviewed before such meeting, and the transaction of such other business as may properly be brought. After the first Annual Meeting, each subsequent regular Annual Meeting shall be held within the fourth quarter of each calendar year, upon proper notice, at a date, time, and place from time to time designated by the Board and in accordance with the Declaration and this Code of Regulations.

5.4. Special Meetings. Special meetings of the Members may be called at any time by the President (or, in the case of the President's absence, death, or disability, the vice president authorized to exercise the authority of the President), the Board by action at a meeting (or a majority of the Board acting without a meeting), or upon written request of the Members who are entitled to vote fifty percent (50%) of all of the votes of the Members. Calls for such meetings shall specify the time, place and purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

5.5. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Member entitled to vote at such meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the specific purposes of the meeting, and in the case of special meetings called by the petition and written request of Members, the specific motion or motions (other than procedural) to be voted upon. Notice of the time, place, and purposes of any meeting of the Members may be waived in writing, either before or after the holding of such meeting by any Member, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Member at any such meeting without protesting, prior to or at the commencement of the meeting, of the lack of proper notice, shall be deemed a waiver by said Member of such notice.

5.6. Conduct of Meetings. All meetings of the Members shall be presided over by the President, or as otherwise directed by the Board.

5.7. Quorum; Adjournment. At any meeting of the Members, the Members of the Association entitled to exercise a majority of the voting power of the Members present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, or this Code of Regulations, to be authorized or taken by a designated percentage of the voting power of the Members may be authorized or taken by a lesser percentage than that required by law, the Articles, the Declaration, or this Code of Regulations; and provided further, that the Members entitled to exercise a majority of the voting power represented at the meeting of Members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

5.8. 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 the percentage of the voting power of the Association required to take such action if the same were taken at a meeting. This written consent shall be filed with or entered upon the books of the Association.

**ARTICLE VI.**  
**BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE**

6.1. Composition; Initial Directors. The affairs of the Association shall be governed by the Board. After the period of Declarant Control, the Board shall be composed of five (5) Members (each, a “Director”). Notwithstanding the foregoing, during the period of Declarant Control, the Board may consist of any number of Directors as Developer may appoint. After the period of Declarant Control, the Developer-appointed Directors will continue to serve until their successors are elected by the Members at the first Annual Meeting.

6.2. Term of Office. Directors appointed by Developer shall serve, except in case of death, resignation, retirement, disqualification or removal, until their respective successors are appointed by Developer. Directors elected by the Members shall serve, except in case of death, resignation, retirement, disqualification or removal, until the next succeeding Annual Meeting and thereafter until their respective successors are appointed and qualified.

6.3. Removal. Any Director appointed by Developer may be removed from the Board, with or without cause, by Developer. Any Director appointed by Developer may be removed from the Board, with or without cause, by a majority of the rest of the Board. During the period of Declarant Control, in the event of death, resignation or removal of a Director, a successor Director shall be appointed by Developer and shall serve until their respective successors are appointed by Developer. After the period of Declarant Control, in the event of death, resignation or removal of a Director, a successor Director shall be appointed by a majority of the remaining members of the Board and shall serve until the next succeeding Annual Meeting of Members and thereafter until his or her respective successor is appointed.

6.4. Compensation. No Director shall receive compensation for services rendered as a Director of the Association; provided, however, that Directors may be reimbursed for actual expenses incurred in the performance of their duties.

**ARTICLE VII.**  
**MEETINGS OF DIRECTORS**

7.1. Regular Meetings. Regular meetings of the Board shall be held at such place and time as may be fixed from time to time by resolution of the Board, but not less than annually. The Board shall meet within ten (10) days after each Annual Meeting of Members.

7.2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, by any two Directors, or by fifty percent (50%) of the Members after not less than three (3) days’ notice to each Director.

7.3. Notice of Directors’ Meetings. All meetings of the Board shall be held upon not less than two days’ written notice stating the place (if any) and time of each meeting, and delivered to each Director either by personal delivery or by mail, overnight delivery service, or any other means of communication authorized by the Director. The notice need not specify the purposes of the meeting.

7.4. Waiver of Notice. Any Director may, in writing, waive any notice of any meeting of the Board, either before or after such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

7.5. Quorum. A majority of the total number of Directors shall constitute a quorum for the transaction of business by the Board. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

7.6. Conduct of Meeting. The President shall preside over all meetings of the Board and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. The Board may prescribe reasonable rules for the conduct of all meetings of the Board and members.

7.7. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

#### **ARTICLE VIII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

8.1. Powers. The Board shall have all powers which can be exercised by a Board under Ohio Nonprofit Corporation Law, including but not limited to the following:

(A) To adopt, publish, enforce, and from time to time amend, reasonable rules and regulations regarding the administration, interpretation, and enforcement of the Declaration, including without limitation establishing penalties or fines for the infraction thereof.

(B) To levy and collect the penalties, fines, fees and other charges as provided for in the Declaration or as otherwise established by the Board, including, but not limited to: (1) interest and charges for the late payment of Assessments; (2) returned check charges; (3) enforcement Assessments for violations of the Declaration, the Code of Regulations, and other Association rules and regulations; (4) charges for damage to the Association Common Areas or other Association property.

(C) To adopt and enforce rules that regulate maintenance, repair, replacement, modification and appearance of the Association Common Areas.

(D) To suspend the voting rights and use of the Association Common Areas of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for infraction of published rules and regulations.



(E) To exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Members by other provisions of this Code of Regulations, the Articles of Incorporation, or the Declaration.

(F) To declare the office of a Director to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board.

(G) To enter into contracts and incur liabilities in relation to the operation of the Property, and to grant permits, licenses, and easements over the Association Common Areas for purposes deemed to be reasonably necessary, useful or desirable.

(H) To employ or hire managers, independent contractors, attorneys, accountants, independent professionals and employees or such other employees as the Board deems necessary or desirable in the management of the Property and the Association, and to whom the Board shall prescribe their respective duties.

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

(J) To acquire, encumber, and convey or otherwise transfer real and personal property and to hold such property in the name of the Association.

(K) To authorize entry onto any portion of the Property by designated individuals when conditions exist that involve an imminent risk of damage or harm to the Common Areas, a Lot, one or more Dwelling Units, or to the health or safety of the occupants of that Dwelling Unit or another Dwelling Unit.

(L) To invest excess funds in investments that meet standards for fiduciary investments under the laws of the state of Ohio.

8.2. Duties. The Board shall have the following duties:

(A) To annually adopt and amend an estimated budget for revenues and expenditures (the "Annual Budget"). The Annual Budget shall include reserves in an amount adequate to repair and replace major capital items in the normal course of operations (without the necessity of Special Assessments).

(B) To keep or cause to be kept a complete record of all its acts, corporate affairs, and receipts and expenses, including records of receipts and expenditures relating to the Common Areas and records of collection of Assessments, and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any special meeting when such statement is requested in writing by at least fifty (50%) of the Members who are entitled to vote for such special meeting.

(C) To supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed.

- (D) To keep minutes of meetings of the Association and of the Board.
- (E) To keep records of the names and addresses of all Owners.
- (F) To procure and maintain the insurance described in the Declaration.
- (G) To maintain, or cause the maintenance of, the Common Areas as provided in the Declaration.
- (H) To collect the Assessments as described in Article XII and the Declaration.

**ARTICLE IX.  
OFFICERS AND THEIR DUTIES**

9.1. Enumeration of Officers. The officers of the Association shall be a President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time create by resolution. The office of Vice President is optional.

9.2. Election of Officers. Developer shall have the right to appoint each officer until (i) the Applicable Date, or (ii) the surrender by Developer of the authority to appoint each officer by an express amendment to the Declaration.

9.3. Term. The Officers of the Association shall be elected annually by the Board, and each shall hold office for one year or until their respective successors are duly elected and qualified, unless an officer shall sooner resign, be removed, or otherwise become disqualified.

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

9.5. Resignation and Removal. Any officer may be removed from office with or without cause by Developer. Developer shall have the right to remove each officer until (i) the Applicable Date, or (ii) the surrender by Developer of the authority to remove each officer by an express amendment to the Declaration. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

9.6. Vacancies. A vacancy in any office may be filled by appointment by Developer. The officer appointed to such vacancy shall serve until his or her successor is appointed.

9.7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 9.4 of this Article IX.

9.8. Duties. The duties of the officers are as follows:

(A) President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all contracts, notes, leases, mortgages, deeds and other written instruments in the name of the Association.

(B) Vice President. If a Vice President is elected by the Board, the Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

(C) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as are required by the Board.

(D) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; sign all checks and promissory notes of the Association; keep proper books of account and shall prepare an Annual Budget and a statement of income and expenditures to be presented to be Members at their regular Annual Meeting, and deliver a copy of each to the Members.

## **ARTICLE X. COMMITTEES**

After the Development Period, and as more fully provided in the Declaration, the Association shall appoint the members of the Union Village Architect. The Board shall appoint such other committees from time to time as it deems appropriate to carry out its purposes.

## **ARTICLE XI. INDEMNIFICATION**

11.1. Authority to Indemnify Directors and Officers. Except as provided in subsections (B) and (C) of this Section 11.1, the Association shall indemnify or obligate itself to indemnify an individual made a party to a proceeding because he or she is or was a Director or officer of the Association against liability incurred in the proceeding if he or she acted in a manner he or she believed to be in good faith or not opposed to the best interests of the Association.

(A) The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the Director or officer did not meet the standard of conduct set forth in subsection 11.1 of this Section 11.1.

(B) The Association may not indemnify a Director or officer under Section 11.1:

(i) in connection with a proceeding by or in the right of the Association in which the Director or officer was adjudged liable to the Association; or

(ii) in connection with any other proceeding in which the Director or officer was adjudged liable on the basis that personal benefit was improperly received by him or her.

(C) Indemnification permitted under this Section 11.1 in connection with a proceeding by or in the right of the Association is limited to reasonable expenses incurred in connection with the proceeding.

11.2. Mandatory Indemnification. To the extent that a Director or officer has been successful, on the merits or otherwise, in the defense of any proceeding concerning acts or conduct involving his or her duties as a Director or officer of the Association, the Association shall indemnify the Director or officer against reasonable expenses incurred by him or her in connection with the proceeding.

11.3. Advance for Expenses. The Association may pay for or reimburse the reasonable expenses incurred by a Director or officer who is a party to a proceeding in advance of final disposition of the proceeding if:

(A) The Director or officer furnishes the Association a written affirmation of his or her good faith belief that he or she has met the standard of conduct set forth in subsection 11.1 of Section 11.1; and

(B) The Director or officer furnishes the Association a written undertaking executed personally or on his or her behalf, to repay any advances if it is ultimately determined that he or she is not entitled to indemnification under this part. The undertaking must be an unlimited general obligation of the Director or officer but need not be secured and may be accepted without reference to financial ability to make repayment.

11.4. Indemnification of the Developer, Employees, Agents, etc. The Association shall also indemnify against liability and advance the expenses of Developer, each member of any committee appointed pursuant to the Code of Regulations, and the Association's employees or agents who are not Directors or officers to the same extent as a Director or officer as provided in this Article XI, so long as the same is consistent with public policy, the Declaration, the Articles, the Code of Regulations, and action by the Board or by contract.

11.5. Insurance. The Association may purchase and maintain insurance on behalf of an individual who is or was a Director, officer, employee, or agent of the Association against liability arising from his or her status as a Director, officer, employee, or agent, whether or not the Association would have power to indemnify him or her against the same liability under Section 11.1 or 11.2.

11.6. Limitations.

(A) The provision for indemnification of or the advance for expenses of the Directors or officers contained in the Articles, the Code of Regulations, action of the Board, or in a contract or otherwise, is valid only if and to the extent the provision is consistent with the Ohio Nonprofit Corporation Law. If the Articles limit indemnification or advance for expenses,

indemnification and advance for expenses are valid only to the extent consistent with the Articles.

(B) This Article XI does not limit the Association's power to pay or reimburse expenses incurred by a Director or officer in connection with his or her appearance as a witness in a proceeding at a time when he or she has not been made a named defendant or respondent to the proceeding.

11.7. Severability. In the event that any of the provisions of this Article XI (including any provision within a single sentence) is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

11.8. Amendment to Code. If the Ohio Nonprofit Corporation Law hereinafter is amended to authorize broader indemnification of such Directors, officers, agents and employees of the Association, the rights of indemnification set forth in this Article XI shall be expanded to the fullest extent permitted by such amendments.

11.9. Non-Exclusive Remedy. The indemnification provided by this Article XI shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of Members of the Association or disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

## **ARTICLE XII. ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association all annual assessments, special assessments and individual or specific assessments issued by the Association (each, an "Assessment" and, collectively, "Assessments"). Assessments are secured by a continuing lien upon the Lot or Condominium Unit against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within ten (10) days after the due date, the Assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum or such other rate as determined by the Board, not to exceed the highest rate permitted by law. The Board may also charge a reasonable charge for any check returned to the Association as unpaid for insufficient funds or stop payment. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot or Condominium Unit, in which case, interest, costs, and reasonable attorneys' fees shall be added to the amount of such unpaid Assessment. No Owner may waive or otherwise escape liability for any Assessments by nonuse of the Association Common Areas or abandonment of the Owner's Lot or Condominium Unit.

## **ARTICLE XIII. BOOKS AND RECORDS**

The books, records, and papers of the Association shall be subject to inspection and copying by any Member or Director, or their designee, during regular business hours.

**ARTICLE XIV.  
COMPILATIONS**

A compilation of the accounts of the Association shall be made annually (each, a "Compilation") as a Common Expense by a certified public accountant, and a copy of the Compilation shall be furnished to each Member who requests a copy in writing. Upon written request of any Mortgagee, such Mortgagee shall be entitled to receive a copy of a Compilation within ninety (90) days after the end of each fiscal year. The Board shall have the right to fund a full audit as it deems necessary.

**ARTICLE XV.  
FISCAL YEAR**

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

**ARTICLE XVI.  
AMENDMENTS**

16.1. Member Approval. This Code of Regulations may be amended at a regular or special meeting of the Members, by a three-fourths majority of Members present. Any amendment to this Code of Regulations shall be recorded with the Recorder of Warren County, Ohio, together with a certification of the Secretary that such amendment was duly adopted at a meeting of the Members.

16.2. Developer Approval. For as long as Developer owns at least one (1) Lot, no amendment may be made to this Code of Regulations without the express written consent of Developer.

**ARTICLE XVII.  
MISCELLANEOUS**

17.1. Conflicts. In the case of any conflict between the Ohio Revised Code, the Declaration, the Articles and this Code of Regulations, the Ohio Revised Code, the Declaration, the Articles and this Code of Regulations, in that order, shall prevail.

17.2. Interpretation. The caption of each Article and Section of this Code of Regulations is included only as a matter of reference and does not define, limit, or describe the scope or intent of the provisions of this Code of Regulations.

17.3. Severability. If any Article, section, paragraph, sentence, clause or word in this Code of Regulations is held by a court of competent jurisdiction to be in conflict with any law of the State of Ohio, then the requirements of such law will prevail, and the conflicting provision or language will be deemed void in such circumstance; provided that the remaining provisions or language of this Code of Regulations will continue in full force and effect.