

SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR
PIONEER RIDGE
North Ridgeville, Lorain County, Ohio

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SECOND AMENDED AND RESTATED
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CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

PIONEER RIDGE

City of North Ridgeville, Lorain County, Ohio

A COMMUNITY OF HOUSING FOR OLDER PERSONS
(AGE 55 AND OVER)

ARTICLE I

NAME AND GENERAL DESCRIPTION OF PROPERTY

The Property is known as Pioneer Ridge by Del Webb. The real property that is transferred, sold, conveyed, and occupied subject to this Second Amended and Restated Declaration (“Declaration”) is contained in the legal description and made a part of this Declaration by reference as Exhibit A.

ARTICLE II

EXHIBITS AND DEFINITIONS

Section 2.1 - Exhibits. The following Exhibits are attached to and made a part of this Declaration:

- (a) **EXHIBIT A:** Legal description of Pioneer Ridge Subdivision No. 1 by Del-Webb, Pioneer Ridge Subdivision No. 2 by Del-Webb, Pioneer Ridge Subdivision No. 3 by Del-Webb, Pioneer Ridge Subdivision No. 4 by Del-Webb, Pioneer Ridge Subdivision No. 5 by Del-Webb, Pioneer Ridge Subdivision No. 6 by Del-Webb, Pioneer Ridge No. 7 by Del-Webb, Pioneer Ridge Subdivision No. 8 by Del-Webb, Pioneer Ridge Subdivision No. 9 by

Del-Webb, and Pioneer Ridge Subdivision No. 10 by Del-Webb, as recorded on November 18, 2005, at Lorain County Instrument No. 2005-0111477 and as Amended and Restated on October 10, 2014, at Lorain County Instrument No. 2014-0521956. and in the amendments thereto adding additional Property, which are recorded with the Lorain County Recorder's Office.

(b) **EXHIBIT B:** The drawings for the Property as filed and attached to the Original Declaration, the Amended Declaration, and as subsequently supplemented and amended.

(c) **EXHIBIT C:** The Second Amended and Restated Bylaws of Pioneer Ridge Homeowners' Association, Inc.

Section 2.2 - Definitions. Capitalized terms used in this Declaration or the Bylaws have the meaning ascribed to them in this Section 2.2 and if not defined below, the meaning ascribed to the term where it first appears in this Declaration or the Bylaws or as defined Chapter 5312. The following terms are defined as follows:

(a) **Assessments.** A Lot's share of the Common Expenses, Special Assessments, or Other Charges levied in connection with this Declaration payable by Owners as set forth in this Declaration.

(1) **Annual Assessment.** The share of the estimated cash requirement levied against a Lot payable by the Owner for the Common Expenses for the ensuing fiscal year in accordance with this Declaration and Bylaws. The Annual Assessment consists of two components:

(i) **Common Assessment.** The share of the estimated cash requirement levied against each Lot to pay for operating expenses, and for funding the reserves for operating contingencies and reserves for major repairs and replacements; and

(ii) **Landscape Assessment.** The share of the estimated cash requirement levied against each Lot to pay for expenses related to landscape services provided by the Association to the Lot. Landscape Assessments are based on Lot

factors that were established by the Developer at the time of original sale.

(2) **Special Assessment.** The share of the Common Expenses or Other Charges levied against a Lot payable by the Owner for special or specific projects or expenses not provided for in the estimated cash requirement for the ensuing fiscal year, which is to be paid in a lump sum or installments over time as the Board determines.

(3) **Villa Home Assessment.** The share of the estimated cash requirement levied against a Villa Home Lot to pay for expenses related to services (which may include additional landscape services, exterior maintenance services or costs associated with insurance and additional reserve funding for operating contingencies and reserves for major repairs and replacements) provided by the Association to Villa Home Lots for the ensuing fiscal year in accordance with this Declaration and the Bylaws.

(b) **Association.** Pioneer Ridge Homeowners' Association, Inc., a nonprofit Ohio corporation, its successors and assigns that was created to govern, operate, control, and administer Pioneer Ridge, including the Common Elements, and to enforce the covenants, conditions, and restrictions contained in this Declaration, the Bylaws, the Rules and Regulations, and the Design Guidelines.

(c) **Authorized Communication Equipment.** Any communications equipment selected by the Board, that provides an electronic communication transmission, including by telephone, video conference, or any electronic means, from which it can be determined that the transmission was authorized by and accurately reflects the intention and participation of the Owner.

(d) **Board.** The Board of Directors of the Association.

(e) **Bylaws.** The Second Amended and Restated Bylaws of the Association attached as Exhibit C and made a part of this Declaration and as may be amended or supplemented.

(f) **Chapter 5312.** Chapter 5312 of the Ohio Revised Code, known as the Planned Community Law, as the same may be amended or supplemented.

(g) **Chapter 1702.** Chapter 1702 of the Ohio Revised Code known as the Nonprofit Corporation Law, as the same may be amended or supplemented.

(h) **City.** The City of North Ridgeville, Ohio, a municipal corporation organized and existing under the laws of the State of Ohio.

(i) **Common Elements.** All real and personal property owned by the Association or held for the common use and enjoyment of the Owners or Occupants including entrances of the Property, the Community Center and related components and improvements, any other recreational facilities, storm water retention/detention and management areas, any trail system, parking lots, lighting, and those areas of land intended for the common use, benefit, and enjoyment of all Owners or Occupants of the Property. The Common Elements are not for use by the general public but are for the common use and enjoyment of the Owners or as the Owners may delegate. Common Elements are owned by the Association at the time of the conveyance of the first Lot within the Property.

(j) **Common Expenses.** The actual and estimated expenses or financial liabilities of the Association designated as Common Expenses in Chapter 5312, this Declaration, the Bylaws, and the following:

(1) costs, rentals, charges, payments, taxes, and obligations of the Association incurred in the operation, administration, maintenance, repair, replacement, insurance, security, and improvement of the Common Elements and the other parts of the Property, including the salaries and benefits of employees, if any, as provided for in this Declaration, and for any reserves for operating contingencies and reserves for major repairs and replacements established for those purposes;

(2) costs, charges, and obligations of the Association incurred in providing for utility services used, rented, or supplied to or furnished to the Common Elements, Living Units, and Lots, or to any one or more

of them, which are charged to or initially paid for by the Association and which are not the direct responsibility of any governmental agency or any Owner;

(3) amounts the Board determines to be Common Expenses including any reasonable amounts for reserves for operating contingencies and reserves for major repairs and replacements; and,

(4) property taxes.

(k) **Community Center.** The Common Element Community Center building sometimes referred to as “The Lodge” or the “Prairie Lodge,” all related components, fixtures, and improvements including the indoor/outdoor swimming pool and all associated facilities, pathways, any parking lots, lighting and all other similar recreation facilities hereinafter constructed by the Association within the Common Elements.

(l) **Community Standard.** The standard conduct, maintenance, or other activity generally prevailing within the Property (“Pioneer Ridge”) as determined by the Board and as may be set forth within this Declaration, the Bylaws, the Rules and Regulations, and the Design Guidelines.

(m) **County.** The County of Lorain, Ohio.

(n) **Declaration.** This Second Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements and as may be amended or supplemented.

(o) **Design Guidelines.** Architectural and landscape standards, related processes, and procedures adopted by the Board of Directors to provide a framework for review and approval of proposed changes, installations, or Improvements to a Lot or the exterior of a Living Unit.

(p) **Design Review Committee or DRC.** A committee comprised of no less than three nor more than seven Owners, all of whom may be Directors, who are responsible for review and approval or disapproval of all plans, drawings, and specifications for any architectural or aesthetic or landscape changes, installations, or Improvements to a Lot, or the exterior of a Living

Unit, including color, materials, and location in accordance with this Declaration and the Design Guidelines.

(q) **Detached Home.** A free-standing Living Unit.

(r) **Developer.** The original Developer, known as Pulte Homes of Ohio, LLC., a Michigan limited liability company, and its successors and assigns and any individual or entity to whom or to which Pulte Homes of Ohio, Inc. or a successor Developer that conveyed all or substantially all of the real estate comprising the Property for the purpose of engaging in the business of improving the Property with Lots.

(s) **Director.** Any Person, serving, at the time pertinent, in the capacity of a member of the Board of Directors of the Association, as defined in this Declaration and in the Bylaws.

(t) **Electronic Voting Technology.** An electronic voting system that accurately and securely records the voter's intent to cast a ballot on a matter in the way identified by the voter, and provides for the counting of electronic votes submitted, including by means of internet, application, web, virtual, or other electronic technology.

(u) **Eligible Mortgagee.** A bank, savings and loan association, insurance company, mortgage company, or agency of the United States or any state, authorized and qualified to do business in the State of Ohio, and holding a first mortgage on a Living Unit or Lot, or any individual holding a mortgage on a Living Unit or Lot. Eligible Mortgagees have submitted written notice to the Association of their name and address, their mortgage interest and the address of the Living Unit or Lot on which they hold, insure, or guarantee the mortgage.

(v) **Good Standing.** The Owner is not engaged in litigation against the Association, including the Board or any Director, or is not more than 30 days past due in any payment due to the Association of any Assessment 30 days prior to the date of the meeting at which a vote is taken or, if no votes are taken at a meeting, the date a vote is tabulated.

(w) **Housing for Older Persons.** The Association is operated as housing designed for older Persons. Each of the Living Units, or no less than

80 percent of the Living Units, must be occupied by at least one Person who is 55 years of age or older in accordance with federal law. No Occupant of a Living Unit may be younger than 19 years of age.

(x) **Improvement(s)**. All installations, plantings, placements, displays, signs, alterations, additions, or other items or modifications, and structures of every type, temporary or permanent, attached to a Living Unit or installed on a Lot that may change or alter the outward appearance of a Living Unit or Lot.

(y) **Living Unit**. A home constructed on a Lot within the Property intended for use by Occupants related by blood, marriage, or legal adoption living together as a single housekeeping unit, or unrelated Persons who function as an integrated economic unit. Living Units include Detached Homes and Villa Homes which are attached.

(z) **Lot**. All or any portion of the subdivided parcels of land shown in Exhibit A or on any Plat(s) of the Pioneer Ridge Property recorded in the County plat records and shown in Exhibit B.

(aa) **Majority**. A Majority is a number equaling one more than half of the total. A Majority of the total voting power of the Association is 293 votes.

(bb) **Member**. Each Owner is a Member of the Association.

(cc) **Occupant(s)**. Any natural Person who resides in a Living Unit for no less than 90 days within a 12-month period.

(dd) **Original Declaration**. Those documents and attachments as originally recorded on November 18, 2005, as Instrument No. 2005-0111477 of the Lorain County records and the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of Pioneer Ridge (“Amended Declaration”) recorded on October 10, 2014, as Instrument No 2014-0521956, together with all amendments thereto. Except as otherwise expressly provided for in this document, this Declaration and the Bylaws supersede the Original Declaration, the Amended Declaration, and all subsequent amendments to the Original Declaration and to the Amended Declaration, in all respects.

(ee) **Other Charge(s)**. Includes:

(1) costs, expenses, and charges for maintenance, repairs, and replacements the Association makes that are the Owner's obligation or responsibility;

(2) special or extraordinary uses, fees for classes or programs, or consumptions attributable to the Owner or their Living Unit or Lot;

(3) damages and enforcement Assessments resulting from the failure of the Owner or any Occupant, Tenant, guest, or invitee of the Owner or Occupant to comply with any of the covenants, conditions, obligations, or restrictions contained in this Declaration, the Bylaws, the Design Guidelines, or the Rules and Regulations, together with the costs, including court costs, reasonable attorneys' fees, and paralegal fees of any action to obtain injunctive or other necessary relief against the non-compliance;

(4) payments for utility charges made by the Association, that were the duty of the Owner to make and payments of a similar or dissimilar kind made by the Association, but which were justly and equitably the obligations of the Owner;

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

(6) any Other Charges or Assessments permitted by this Declaration or the Bylaws to be made against the Owner.

(ff) **Owner**. Any Person who holds, whether or not in possession, record fee simple title in any Lot. Owner does not include any Persons having an interest merely as security for the performance of an obligation unless and until the Person has acquired title through a foreclosure or any act or proceeding in lieu of foreclosure.

(gg) **Ownership Interest.** An Ownership interest is the entire right, title, and interest of an Owner in a Lot and Living Unit. An Owner's Ownership Interest in the Association is a fraction, the numerator of which is one and the denominator of which is equal to the total number of Lots in Pioneer Ridge. As of the date of this Declaration, each Ownership Interest in the Association is 1/585th.

(hh) **Party Wall.** Each wall of a Villa Home that is situated on the Lot dividing line between two Villa Homes.

(ii) **Person.** A natural Person, a corporation, partnership, limited partnership, limited liability company, trust, and any other legal entity to which the law attributes the capacity of having rights and duties.

(jj) **Pioneer Ridge.** The Pioneer Ridge Property as depicted on the Plats.

(kk) **Plat.** The Plat for Pioneer Ridge filed with the Lorain County Recorder of which this Declaration is a part, as amended.

(ll) **Planned Community.** Pioneer Ridge is a Planned Community as defined by Chapter 5312. A planned community is a community comprised of individual lots for which a deed, common plan, or declaration may require that owners become members of an owners association that governs the community, that owners or the association hold or lease property or facilities for the benefit of the owners, that owners support by membership or fees property or facilities for all owners to use.

(mm) **Property.** The land described in Exhibit A as part of Pioneer Ridge, as amended, subjected to the terms of this Declaration.

(nn) **Rules and Regulations.** The Rules and Regulations governing the operation and use of any portion of the Property, including the Living Units and Lots, as the Board may adopt. The Rules and Regulations must be consistent with the rights and duties established by this Declaration, the Bylaws, and the City's Zoning Code.

(oo) **Tenant.** Any Person with a possessory, leasehold estate in a Living Unit other than the Owner. Terms such as “renter” and “lessee” may be used interchangeably with Tenant.

(pp) **Utility Facilities.** Any water, sanitary sewer, storm sewer, drainage, electric, gas, cable television, and any other utility line, pipe, pole, conduit, wire, facility, installation, and service connection, and any appurtenances thereto. A “Common Utility Facility” is a Utility Facility that serves more than one Living Unit, the Common Elements, or is located in the Common Elements. A Utility Facility may be common (serving the Common Elements or more than one Living Unit or Lot), or exclusive (exclusively serving only one Living Unit or Lot).

(qq) **Villa Home.** An attached Living Unit constructed within one building that shares a Party Wall separating each Living Unit, and that shares exterior siding systems including trim and molding and shares roof systems including gutters and downspouts. The cost of additional landscape services, maintenance, repair, replacement, and insurance or other items are shared equally by the two attached Living Units within one building.

ARTICLE III

THE PIONEER RIDGE HOMEOWNERS' ASSOCIATION

Section 3.1 - Existence. The Association is a non-profit corporation existing under the laws of the State of Ohio. The Association’s Articles of Incorporation are filed with the Ohio Secretary of State in accordance with applicable law. The Articles of Incorporation and Bylaws may be amended as permitted by law and as set forth in the respective document without an amendment of this Declaration.

Section 3.2 - Purpose. The Association has been formed for the purpose of providing Housing for Older Persons in accordance with federal law and for the maintenance, preservation, architectural compatibility and harmony of Pioneer Ridge and the Common Elements within the Property, the promotion of the health, safety, and welfare of the residents of Pioneer Ridge, the administration and enforcement of this Declaration and for other purposes as are contained in this Declaration or the Bylaws.

Section 3.3 - Membership. Each Owner, upon acquisition of title to a Lot, automatically becomes a Member of the Association. Membership terminates upon the conveyance of record by the Owner of their Living Unit or Lot, at which time the new Owner automatically becomes an Association Member.

Section 3.4 - Voting Rights. Each Owner is entitled to one vote for each Lot or Living Unit owned. The vote for each Lot or Living Unit must be exercised in accordance with the Bylaws. The maximum number of votes is 585. Any provision in this Declaration or the Bylaws requiring the vote and approval of the Association's voting power means and refers to the Association's voting power that is in Good Standing unless otherwise specifically stated.

Section 3.5 - Board of Directors and Officers. The Board of Directors and officers of the Association will exercise the powers, discharge the duties, and be vested with the rights of the Association conferred by operation of law, this Declaration and the Bylaws, unless a vote of the Owners is specifically required. If any power, duty, or right is deemed exercisable or dischargeable by, or vested in, an officer or Director, solely in their capacity as an officer or a Director, they are deemed to act in the capacity to the extent required to authenticate their acts and to carry out the purposes of this Declaration and the Bylaws.

Section 3.6 - Administration of Property. The Association will administer the Property to the extent provided for in this Declaration. The administration of the Property must be in accordance with the provisions of this Declaration and the Bylaws. Each Owner, their Tenant, Occupant, or guest must comply with the provisions of applicable law, this Declaration, the Bylaws, the Rules and Regulations, the Design Guidelines, and the decisions, resolutions, and duly adopted motions of the Association and the Board, as lawfully may be amended.

Section 3.7 - Service of Process. Service of summons or other process upon the Association may be made in accordance with the provisions of Ohio Revised Code, Section 5312.14, or, if the same is not applicable, in accordance with the provisions of Ohio Revised Code Section 1702.06. The Board will designate who will serve as the statutory agent to receive service of process for the Association. As of the filing of this Declaration, the statutory agent is K&C Service Corporation. The name and address of the statutory agent (and of any successor) must be filed with the Ohio Secretary of State on the customary forms prescribed.

ARTICLE IV

ASSOCIATION RIGHTS

Notwithstanding the rights and easements of enjoyment and use created in this Declaration, and in addition to any right the Association has pursuant to this Declaration or in law, the Association has the following rights:

Section 4.1 - Borrowing. The Association may borrow money, issue, sell, or pledge notes, bonds, or other evidence of indebtedness of the Association, assign the Association's right to present or future income, including the right to receive insurance proceeds, and other income or compensation, as collateral for any monies borrowed, and to assign the Association's lien rights, and execute related documents, with the prior approval of the Majority of the Association's voting power.

Section 4.2 – Capital Additions and Improvements Fund or “CAIF”. The Board is authorized, but is not obligated, to establish an account for capital additions and improvements, or for the purchase or lease of any Living Unit or Lot by the Association, the CAIF, which is, distinguished from maintenance, repair, or replacements. The CAIF is distinct, separate, and apart from the reserve funds for operating contingencies and reserves for major repairs and replacements. The Board is authorized to expend money contained in the CAIF solely for the purpose of acquiring fixtures, alterations, additions, or improvements to upgrade and enhance the Common Elements for the benefit of the Owners. The CAIF will be comprised solely of funds received by the Association from the one-time Resale Assessment due and collectible from Living Unit purchasers at the time of transfer of record title to the Lot as described in Article X, Section 10.3. Annual contributions to the CAIF will not exceed the amount received that year from the Association's receipt of Resale Assessments. The Board is authorized to expend no more 5 percent of the current fiscal year's annual budget (including reserves for operating contingencies and reserves for major repairs and replacements contributions) for any one project. The prior approval of the Majority of the Association's voting power is required for an expenditure exceeding 5 percent of the current year's annual budget.

If the CAIF accumulates funds not needed for any planned capital addition or improvement, the Board may transfer funds from the CAIF to the reserves for operating contingencies or to the reserves for major repairs and replacements at any time the Board determines to be appropriate. The limitations on expenditures by the

Association contained in this Section do not apply to repair or replacement of the Property due to casualty loss, to emergency repairs immediately necessary for the preservation and safety of the Property, to maintain compliance with any applicable local, state, or federal codes, ordinances, laws, rules, and regulations, or to avoid suspension of any necessary services for the safety of persons.

Section 4.3 - Financial Protection of Common Elements. The Association may take the steps reasonably necessary to protect the Common Elements against foreclosure.

Section 4.4 - Authority to Enter. The Association may enter or authorize Association agents to enter in or upon the Property, or any part thereof, when necessary in connection with any installation, maintenance, repair, construction, or replacement for which the Association is responsible or has a right to install, maintain, repair, construct, or replace. Entry will be made with as little inconvenience to the Owner and Occupants thereof as practicable and any damage caused will be repaired by the Association.

Section 4.5 - Authority to Suspend Use, Enjoyment, and Voting Rights. The Association may suspend any Lot Owner or Occupant's voting rights (with the exception of voting for amendments to the Declaration and Bylaws), use and enjoyment rights in the Common Elements, including the Community Center and recreational facilities, when any Assessment or any part remains unpaid or is past due, during the period of delinquency; and to suspend the Lot Owner or Occupant's voting rights (with the exception of voting for amendments to the Declaration and Bylaws), use and enjoyment rights in the Common Elements, including the Community Center and recreational facilities, when in violation of any of the covenants, conditions, and restrictions of this Declaration, the Bylaws, the Rules and Regulations, or the Design Guidelines for any period during which the violation exists. If an Occupant is in violation, the rights of the Owner and all other Occupants may also be suspended. If an Owner is in violation, the rights of all Occupants and guests of the Owner and Occupants may also be suspended.

Section 4.6 - Authority to Enforce. The Association may take all actions necessary and enforce this Declaration, the Bylaws, the Design Guidelines, and all Rules and Regulations required to allow Pioneer Ridge to continue to maintain its status as Housing for Older Persons under federal law as may be amended.

Section 4.7 – Authority to Upgrade and Improve. The Association may reasonably and continuously upgrade the Common Elements as the Board determines to be in the best interest of the Property and the welfare of the community. The Board may expend sums of money for this purpose subject to the terms and conditions of this Declaration.

ARTICLE V

ASSOCIATION RESPONSIBILITIES

Section 5.1 - Common Element Management. Subject to the provisions of Section 5.2 below, the Association will provide for the management of and supervision for the operation of the Common Elements, the improvements thereon, and any other portions of the Property the Association is to maintain. The Association will establish and maintain policies, programs, and procedures to fully implement this Declaration for the purposes intended and for the benefit of the Members and may, but is not required to: (i) adopt Rules and Regulations; (ii) engage employees and agents; and, (iii) delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company. Delegation will be evidenced by a management contract which will provide for the duties to be performed by the managing agent at a reasonable rate of compensation. No management contract will extend for a period of more than three years, subject to the right of either party to terminate the contract without cause and without payment of a termination fee upon reasonable written notice to the other party.

Section 5.2 – Common Element Maintenance. The Association will reasonably maintain, repair, and replace the Common Elements, the improvements thereon, and other Property owned by the Association in a clean, safe, neat, healthy and workable condition, and in good repair, and will promptly make all necessary repairs and replacements, structural and nonstructural, ordinary and extraordinary, subject only to the provisions of this Declaration as follows:

(a) **Community Center and Recreation Facilities.** The Association will operate, maintain, repair, and replace the Community Center and all other recreation facilities and related components, including appliances, furnishings, and equipment.

(b) **Utilities.** The Association will maintain all common Utility Facilities and pay all charges for water, gas, sewer, electricity, light, heat or power, internet, cable, security and any other services, used, rented, or supplied to or in connection with the Common Elements or any other Property owned by the Association. All common utility services are contracted for, metered, and billed by and to the Association. The Association will repair and replace the Utility Facilities to the extent they are not maintained and replaced by utility service providers.

(c) **Entrances.** The Association will maintain, repair, and replace any entrance areas at or in the vicinity of any entry to the Property from public roads, including all associated landscaping, hardscaping walls, fences or pillars, lights or lighting system, irrigation systems, and signs.

(d) **Landscaping.** The Association is responsible for cutting and maintaining, including fertilizing and spring and fall clean up, of all grass areas within the Property, and for maintaining, pruning, and replacing, as the Board determines is reasonable and appropriate, all landscaping including trees, shrubs, and plants within the Property in a manner consistent with the Community Standard.

(e) **Landscape Islands and Median Strips.** The Association will maintain, repair, and replace all parts of any landscaping within the right-of-way of any public roads to which the Association has been granted an easement, or within any Common Element parking areas.

(f) **Lighting.** The Association will operate and maintain, repair, and replace all components or parts of any light, lamp, or lighting system in the Common Elements in good order and condition without causing unreasonable glare.

(g) **Natural Vegetation Areas.** The Board has the right to determine or to set aside portions of the Common Elements as “Natural Vegetation Areas” that will be or will remain left to grow in their natural state. The Association is under no obligation to clear, trim, mow, fertilize or otherwise maintain the plant life in these areas. There are Natural Vegetation Areas adjacent to the Association entrances to the Property.

(h) **Parking Areas, Paths, Patios, Private Driveways, and Sidewalks.** The Association will maintain, repair, and replace any parking areas, paths, patios, private driveways and sidewalks, and related components including curbing serving the Community Center or any other Common Element located within the Property.

(i) **Fences and Walls.** The Association will maintain, repair, and replace all fences, walls, other structure, or improvement situated on the Property.

(j) **Signage.** The Association will maintain, repair, and replace all signs located within the Property originally installed by the Developer or by the Association.

(k) **Snow Removal.** The Association will use reasonable efforts to keep common driveways, parking areas, and sidewalks serving the Community Center and Common Elements free from unreasonable accumulations of snow. The Community Center parking areas and perimeter sidewalks are salted as determined by the Board. The Association is not obligated to remove snow accumulating less than two inches or to remove isolated snow drifts. The Association is not required to and is not responsible for removing ice. The Association is not obligated to remove snow from walking paths.

(l) **Storage Building.** The Association will maintain, repair, and replace the storage building and related components.

(m) **Storm Water Retention Facilities.** The Association will maintain, repair, and replace storm drainage improvements and ditches that generally serve the Property that are not the responsibility of the City, the Waterbury Association, or other entity which are intended for the collection, retention, detention, transmittal, or disposal of storm water in a clean and sanitary condition and in good order and repair and to make all replacements and renewals necessary to maintain the same including storm water retention / detention management areas and any related easements granted to the Association, if any.

Section 5.3 – Exterior Maintenance Services. The Association will perform the following services for Detached Homes, Villa Homes, Living Units, and Lots.

(a) **Landscaping.** The Association is responsible for cutting, trimming, and fertilizing all grass areas on the individual Lots within the Property. The Association will maintain the front shrubbery beds of each Living Unit, including pruning, edging each spring, spring and fall cleanup each year, and routine weeding. The Association will mulch the front beds of each Living Unit every other year.

(b) **Snow Removal.** The Association will use reasonable efforts to keep driveways, entrance walks, stoops, and front sidewalks of the individual Living Units free from unreasonable accumulation of snow. The Association is not obligated to remove snow accumulating less than two inches or to remove isolated snow drifts. The Association is not required to, and is not responsible for, removing ice.

Section 5.4 – Villa Home Exterior Maintenance Services. The Association will perform the following services for each Villa Home.

(a) **Landscaping and Snow Removal Services.** The Association will perform landscaping snow removal services included in Section 5.3 (a) and (b) above.

(b) **Included Exterior Maintenance.** The Association will perform all necessary maintenance which includes painting, repair, and replacement of the exterior portions of each Villa Home, including face brick, siding, trim, roof systems including shingles, membranes, underlayment, flashing, vents, gutters and downspouts.

(c) **Excluded Exterior Maintenance.** Villa Home exterior maintenance services do not include routine cleaning, upkeep, maintenance, repair, or replacement of any window and door system or component part, any attached, exterior light fixture or pole on a Villa Home or Lot, mechanical heating, cooling system or component parts, plumbing systems or their component parts, mailboxes or poles, patios and decks or their component parts including railings and steps if any, driveways, or walkways. Villa Home exterior maintenance services do not include washing of exterior siding. Villa Home exterior maintenance services do not include any maintenance, repair or replacement necessitated as a result, in whole or in part, of the acts or omissions of an Occupant, guest, or invitee of an Occupant.

(d) **Additional Villa Home Services.** The Association may provide additional landscaping and other exterior maintenance services to the Villa Home Lots as an extra cost service or Other Charge.

Section 5.5 – Work on Lots. If any portion, part, or component of a Lot, such as a portion of a sidewalk or driveway, that an Owner is otherwise responsible for, must be repaired or replaced, as the Board determines, in conjunction with any maintenance, repair, or replacement of the Common Elements the Association is required to make, the Association may proceed with the determined repair or replacement of any part, component, or portion of the Lot and charge the cost of the work, including the material, that is the Owner's responsibility, to the Owner of the Living Unit as an Assessment.

Section 5.6 – Exceptions and Limitations to Association Maintenance. Notwithstanding the above, the Owner of a Lot will make any repairs and replacements to the Lot or to the Common Elements required to be made by the Association that are necessary as the result of the acts or negligence of the Owner or their Occupants, or their respective agents, employees, guests, or contractors.

Section 5.7 – Interpretation of Maintenance Obligation. Any conflict between the maintenance provisions of this Article and any other provision of this Declaration or the Bylaws must be interpreted in favor of the maintenance obligations as stipulated in this Article. If any uncertainty or good faith dispute as to whether the Association or an individual Owner is responsible for the maintenance, repair, or replacement of a given item, the Board's determination, exercised in good faith, as to whether any particular maintenance, repair, or replacement to be made is the Association's or individual Owner's responsibility is final, provided that the determination must thereafter be consistently followed.

Section 5.8 – Right of Entry for Maintenance. The Association has a right of access to, in, and through each Lot and may therefore enter any Lot as necessary to inspect, provide, perform, and complete any maintenance, repair, or replacement for which the Association is responsible as set forth in this Declaration.

Section 5.9 – City of North Ridgeville and Lorain County. The City and County have the right of entrance to any Common Element for emergency purposes and purposes of performance of maintenance. If the nonperformance of maintenance of the Common Elements affects the public interest, the City and the

County have the right, after proper notice to the Association, to perform the maintenance with the costs incurred to be levied as an Assessment against the Lots. Advance notice is not required for entrance onto the Common Elements by the City's or the County's agents or designees for emergency reasons. If the Association fails to pay real estate taxes on the Common Elements, or fails to perform maintenance of the Common Elements affects the public interest, the City and the County have the right, but not the obligation, to pay the taxes, and perform the maintenance, and to assess equally all Lots subject to this Declaration for a proportionate share of the expense and to initiate a foreclosure action and sell at Sheriff's Sale any Lot where the Owner fails to pay the Assessment. Interest, cost, and reasonable attorney's fees for action will be added to the amount of any Assessment.

Section 5.10 – Taxes and Assessments. The Association will pay all taxes and Assessment levied against the Common Elements, any other Property that the Association may own, including personal property taxes, general real estate taxes, and Special Assessments by any applicable public authority.

ARTICLE VI

OWNER RESPONSIBILITIES

Section 6.1 – Covenant of Good Maintenance. Owners will keep and maintain their Lots, Living Units, all Improvements, appurtenances, and structures (including mailboxes, walkways, driveways and driveway aprons, and window systems and door systems (including caulking) serving their Lot or Living Unit, in a state of good working order, condition, and repair in a manner that reflects the Community Standard of safety, cleanliness, good repair, neatness, and attractiveness from neighboring site lines and from the street at their expense. Each Owner must keep their Lot, the exterior and interior of their Living Unit, and any adjacent Common Elements free from debris, rubbish, rubble, and other conditions created by the Owner or their Occupants or guests.

(a) **Improvements.** Owners are responsible to clean, maintain, repair, replace, or remove any fixtures, installations or Improvement(s) to any Living Unit or Lot whether installed by the current or any previous Owner. This includes, wherever located: (1) any pergola, trellis, or arbor, privacy screen, knee wall, lighting, and decorative or retaining walls; (2) any walkway

installed, altered, or improved by the Owner; and (3) any addition, sunroom, or other enclosure.

(b) **Qualified Labor.** Owners must use competent and qualified labor to perform the work. The work must be performed promptly, properly, and in a good and working manner, using first-class materials of equivalent or better quality than those originally installed or incorporated into the Property, and in accordance with any Board-designated specifications, the Design Guidelines, or Rules and Regulations.

Section 6.2 – Detached Homes. Detached Home Owners will perform, at their expense, all necessary maintenance, repair, and replacement of the exterior portions of their Detached Home including brick, siding, trim, roof systems including shingles, membranes, underlayment, flashing, vents, railings, steps, gutters, and downspouts, but excluding any maintenance, repair, or replacement which is necessitated as a result, in whole or in part, of the act(s) or omission(s) of the Association. Detached Home Owners are responsible for cleaning of gutters and downspouts. Detached Home Owners are responsible for cleaning, maintenance, repair, or replacement of any window and door system including garage doors or component parts, any attached, exterior light fixture or pole on a Detached Home or its Lot, mechanical heating, cooling system, and component parts, plumbing systems and component parts, patios, decks, driveways and sidewalks. Each Detached Home Owner is responsible to maintain, repair, and replace all portions and components of all fixtures and installations of or attached to and including the exterior of the Detached Home. Each Detached Home Owner is responsible for the maintenance, repair, and replacement of all utility lines including water, sanitary sewer, gas, electric, and cable television serving the Detached Home or its Lot. If the utility line is shared with another Detached Home or its Lot, the costs will be shared by the Detached Home Owners.

Section 6.3 – Villa Homes. Villa Home Owners will perform, at their expense, all necessary maintenance, repair, and replacement of any window and door system including garage doors or component parts, any attached exterior light fixture or pole on the Villa Home or its Lot, mechanical heating, cooling system and component parts, plumbing systems and component parts, patios, decks, driveways, and sidewalks. Each Villa Home Owner is responsible to maintain, repair, and replace all portions and components of all fixtures and installations of or attached to the exterior of the Villa Home. Villa Home Owner is responsible for the maintenance, repair, and replacement of all utility lines including water, sanitary sewer, gas,

electric, cable television serving the Villa Home or its Lot. If the utility line is shared with another Villa Home or its Lot, the costs will be shared by the Villa Home Owners.

Section 6.4 – Owner’s Breach of Covenant of Good Maintenance.

(a) **Notice.** The Association will notify an Owner in writing of any reasonable need for maintenance or repair, or of their failure to comply with the Covenant of Good Maintenance as stated above. Within 30 days of the date of written notice the Owner:

(1) will request a hearing to object to the alleged reasonable need or failure to comply, or

(2) will complete or diligently proceed toward completing the maintenance or repair, as determined by the Board.

(b) **Failure to Comply.** If an Owner fails to comply with Section 6.4 (a)(1) or (a)(2) above, Association has the right to undertake or perform maintenance or repair on behalf of the Owner upon written notice to the Owner.

(c) **Association’s Right to Cure.** If the lack of maintenance or repair results from, is related to, may cause an emergency condition, presents a clear and imminent danger to the health and safety of the community, or is an ongoing, continuing or reoccurring situation, the Association may perform the maintenance or repair on behalf of the Owner without providing the Owner prior written notice.

(d) **Cost of Cure or Other Costs of Enforcement.** The Association will provide a written statement or invoice to the Owner for any charges the Association incurs for that Living Unit or Lot that is related to the maintenance, repair, replacement, or any act it undertakes related to this Section 6.4, including legal fees and costs. Owner will reimburse the Association for all charges on the invoice within 30 days from the invoice date.

Section 6.5 – Negligence of Owner. Owners will make all repairs and replacements to any other Lot, Living Unit, or the Common Elements necessitated because of any acts or negligence of that Owner, their Occupants, or any of their

respective invitees, licensees, employees, agents, contractors, or guests. Notwithstanding the foregoing obligation of the Owner (or other Owners in respect to their respective Lot or Living Unit), the Association may, but is not obligated to, repair and replace the property damaged or destroyed because of the act or neglect of an Owner, Occupant, or their invitee, agent, employee, licensee, or guest, and charge and collect from the Owner the cost and expense incurred or paid in making any repair or replacement. If the repair or replacement is made by the Association, the cost and expense will be a lien against the Owner's Lot, which the Association may assert and collect in the same manner as the Association may assert and collect a lien against an Owner's Lot for nonpayment of Assessments. The right of the Association to assert and collect a lien is not exclusive but exists in addition to all other rights and remedies available to the Association in this Declaration, the Bylaws, in law, and in equity.

Section 6.6 – Common Elements. Owners are prohibited from installing any item or Improvement (including trees and shrubs) in and from altering the Common Elements directly behind and within the Lot without the prior written approval of the Board and DRC.

Section 6.7 – Stormwater Detention / Retention Systems. No Owner, Occupant, Tenant, or guest will interfere with the free flow of water through any drainage ditches, swales, storm water retention or detention systems, or sewers within the Property.

Section 6.8 – Non-disturbance. Each Owner must perform their responsibilities in a manner not to unreasonably disturb any other Person(s) residing within the Property.

Section 6.9 – Promptly Report. Each Owner must report promptly to the Board or the Association's managing agent the need for any maintenance, repair, or replacement to any portion of the Property that the Association is obligated to maintain, repair, or replace under this Declaration.

Section 6.10 – Compliance. Each Owner must faithfully and promptly pay all charges and Assessments made against the Owner or their Lot in accordance with this Declaration and the Bylaws and to observe, fulfill, and perform all of the covenants, conditions, restrictions, and all other obligations of an Owner as set forth in (or intended by) this Declaration, the Bylaws, and the Rules and Regulations.

ARTICLE VII

COVENANTS AND RESTRICTIONS

Section 7.1 – Purpose of Property, Application, and Scope of Covenants, Conditions, and Restrictions. The purpose of the Property, Living Units, and Lots is to create and maintain a high-quality residential community for older persons and those uses that are both customarily accessory and incidental to residential living and will fulfill housing needs and provide housing opportunities for older Persons in a manner that complies with state and federal law. Each Living Unit must be used as a Living Unit and for no other purpose except as permitted by this Declaration. No part of the Property may be used except for the foregoing purposes and except for other uses or purposes as are expressly permitted or contemplated in this Declaration.

Section 7.2 – Housing for Older Persons.

(a) Each Living Unit must be occupied by at least one Person who has attained 55 years of age or older. No Occupant of a Living Unit will be less than 19 years of age. If the Occupant who is 55 years of age or older should die or otherwise no longer occupy the Living Unit, then a surviving spouse or child(ren) or other Person who is 19 years of age or older who resides in the Living Unit at the time of the Occupant's death or termination of occupancy, who continues to reside there without interruption, may continue to reside in the Living Unit. In all other circumstances, the age and occupancy requirement set forth herein will apply and will be enforceable.

(b) To facilitate and encourage occupancy by at least one Person 55 years of age or older, the design, floor plans, and specifications for each Living Unit address and are conducive to the common needs and concerns of an older Person(s).

(c) Guests of an Owner under 19 years of age may reside in a Living Unit for a period not to exceed a total of 90 days in any consecutive 12-month period.

(d) As required by law, every Owner will, upon request, supply the Association with verification of the names and dates of birth of every

Occupant of the Living Unit on the forms and in the manner as the Board determines, which may include, but is not limited to, the supplying of affidavits or other forms of identification as the Department of Housing and Urban Development (“HUD”), or other governmental agency having jurisdiction, may permit or require for verifying the age of each Occupant.

(e) In addition to the restrictions and requirements set forth above, the Board has the authority to adopt any additional Rules and Regulations, policies, and procedures necessary to ensure that The Pioneer Ridge Homeowners’ Association, Inc. complies with all governmental laws and regulations, as the same may be amended, to remain qualified as housing designed for Persons who are 55 years of age or older.

Section 7.3 – Rights. Any Owner(s) of a Lot or Living Unit, and any Occupant, has the right to use and enjoy the Common Elements and recreational facilities subject to the covenants, conditions, and restrictions contained in this Declaration and to the Bylaws, the Rules and Regulations, and the Design Guidelines published or adopted by the Board. Any Owner of a leased Living Unit delegates their right of enjoyment to the Common Elements and recreational facilities to their Occupants and Tenants.

Section 7.4 – Use Restrictions on Lots.

(a) **Laundry, Rubbish, and Other Unsightly or Unkempt Conditions.** Each Owner is responsible to prevent the development of any unclean, unhealthy, unsightly, unsafe, or unkempt condition on their Lot or Living Unit. No clothing, laundry, or other household items may be hung outside Living Units or on patios. Firewood may not be kept, stored, or allowed to accumulate on any portion of the Property. Firewood may be stored within Living Units, but not outside Living Units and not on patios or side yards. The Common Elements, Lots, and Living Units must be kept free and clear of garbage, rubbish, debris, and other unsightly materials as defined and determined by the Board. All rubbish, trash, and garbage must be regularly removed from the Lot and Living Unit and must not be allowed to accumulate and may not be burned. Trash, garbage, and other waste including recyclables must not be kept anywhere on the Property, except in sanitary, clean, and covered containers, or in sealed or tied plastic bags, in accordance with applicable law, including applicable City or County ordinances, and the Rules and Regulations. All garbage and recycle cans and

similar containers must be kept within the garage of the Living Unit except during a reasonable period the Board establishes preceding the pick-up of the containers so they are concealed from view of neighboring Living Units, streets, and the property adjacent to the Living Unit. The pursuit of hobbies or other activities, including the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions as the Board in its sole discretion determines, is prohibited on any part of the Property.

(b) **Hazardous Uses.** Nothing can be done or kept in or on any part of the Property, including in any Living Unit, that will increase the rate of insurance on any part of the Property without the Board's prior written consent or that will result in the cancellation or restriction of insurance on the Property or that is in violation of any law.

(c) **Nuisances.** No portion of the Property can be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye. No substance, thing, or material may be kept upon any portion of the Property that emits foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Owners and Occupants. No noxious or offensive activity can be carried on or upon any portion of the Property, nor can anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the Association, including its employees, agents, or contractors, or other Owners or Occupants or any other Person using any portion of the Property. Unless otherwise stated in the Rules and Regulations, this includes any transmission of any television or other communication or electronic signals that interfere with communication reception in any other Living Unit, the operation of any remote controlled device, whether operated along, under, or above the ground, that may detect, capture, or transmit audio or streaming (e.g. video) or fixed (e.g. photographs) images of or from any Living Unit or Lot, except as needed by the Association for the maintenance of the Property, or the engaging in any activity that results in offensive or unreasonable noise or odors adversely impairing the use or enjoyment of the Common Elements or another Living Unit. The maintenance of any plants, animals, devices or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature that may diminish or destroy

the enjoyment or value of the Pioneer Ridge Property or community, is prohibited.

(d) **Animals and Pets.** Except as expressly provided for below, pets including rabbits, livestock, fowl, poultry, pigs, snakes, amphibians or other reptiles, insects, spiders, horses, pot-bellied pigs, Exotic Pets (as defined below), wild hybrids, or any other animals of any kind are prohibited from being raised, bred, or kept in any Living Unit, on a Lot, or in the Common Elements.

(1) An Owner may have and keep Permitted Pets in their Living Unit, excluding any “Vicious Dog,” as defined below. Any Owner that keeps any Permitted Pet defined below and as described above, must comply with the restrictions contained in this Section and with the Association’s Rules and Regulations.

(2) A “Permitted Pet” is a domestic household pet including any dog, cat, bird, fish, other aquatic life, or gerbils, hamsters, guinea pigs or other pet permitted by this Section.

(3) No more than three dogs, or three cats, or any combination of dogs and cats not to exceed a total of three are permitted to occupy one Living Unit at any one time.

(4) No more than two birds are permitted to occupy one Living Unit at any one time.

(5) Fish in a tank, regardless of their number, count as one Permitted Pet for purposes of this section.

(6) The total number of Permitted Pets that may occupy one Living Unit at any one time may be limited by the Rules and Regulations or as the Board determines, with the exception of the number of cats and dogs which will not exceed three per Living Unit as provided in Section (3) above.

(7) No Permitted Pet may be kept, bred, or maintained for any commercial purpose. Breeding for sale or distribution of the offspring to another Person or entity is a prohibited commercial purpose.

(8) The Board may require the permanent removal of any Permitted Pet from the Property that causes or creates a nuisance or unreasonable disturbance, upon three days written notice from the Board.

(9) A Permitted Pet must be kept in a Living Unit and only those portions of the Property as the Board designates unless the Permitted Pet is on a hand-held leash or in an appropriate carrier.

(10) Pet containment fences, including electric or invisible fences, are permitted subject to City ordinance, written approval of the DRC, or the Board and subject to the Rules and Regulations and the Design Guidelines. Owners are responsible for all maintenance, repair, replacement, and removal of the fences and for the immediate restoration of any land, landscaping, or any item or system disturbed, disrupted, damaged, or changed because of the maintenance, repair, replacement, or removal.

(11) A “Vicious Dog” is a prohibited dog. It cannot be kept, harbored, or permitted to remain on any part of the Property or within a Living Unit for any length of time. A Vicious Dog is a dog that: (A) is or has been the subject of a police report; or (B) is defined or found to be a “vicious” dog under any state or local law, ordinance, or other regulation, or by a court of law.

(12) An “Exotic Pet” is an animal that is a rare or unusual pet kept within a human household, which is generally thought of as a wild species, not domesticated, and not typically kept as a pet.

(13) If an Owner has any non-Permitted Pet, or Exotic Pet residing in their Living Unit for 60 or more days prior to the date of the recording of this Declaration, and registers the non-Permitted Pet, or Exotic Pet with the Association within 90 days of the date of recording, the non-Permitted Pet, or Exotic Pet is “exempt” and permitted to remain on the Property, until its demise or relocation off the Property for a period of 30 or more consecutive days, at which time it may not be replaced. If an animal is exempt and considered a non-Permitted Pet, or Exotic Pet, as the Board determines, the Owner must obtain and maintain liability insurance of at least \$500,000.00 per occurrence and

provide proof of insurance to the Association within 30 days of any written request from the Board.

(e) **Detached Structures.** No Improvement, building, or structure, whether temporary or permanently installed, on any Lot (except for a Living Unit) may be used at any time as a temporary or permanent residence or Living Unit.

(f) **Guns.** The discharge of firearms within Pioneer Ridge is prohibited. The term “firearms” includes, “B·B” guns, pellet guns, and other firearms of all types, regardless of size.

(g) **Fireworks.** The discharge of fireworks within the Property is prohibited. Fireworks include all combustible or explosive devices used for producing a striking display or light or loud noise.

(h) **Garage and Parking.** No garage will be converted by alteration or use to diminish its area to lower than that required for the purpose of storing two parked cars.

(i) **Vehicle and Parking Restrictions.**

(1) Boats, trailers of any type, motor homes, mobile homes, mini-bikes, trail bikes, snowmobiles, recreational vehicles, cargo vans, trucks (except for two axle trucks no more than four tires), off-road vehicles or other vehicles (except for automobiles with two axles and four tires and motorcycles) of any kind, licensed or unlicensed, are prohibited from being parked or stored on any part of the Property, except for items that may be and are parked entirely in the garage of a Living Unit. The Board, through the Rules and Regulations or with written approval, may permit the short-term parking and unloading / loading of any otherwise prohibited vehicle for up to a maximum of 24 consecutive hours in a seven consecutive day period. Recreational vehicles are prohibited from being occupied or used for any residential purpose while on the Property.

(2) Commercial vehicles, including any vehicle that displays or has any equipment, signs, or markings of a commercial nature, including ladder racks, snowplows or snowplow hitches, or commercial

license plates, are prohibited from being parked or stored on any driveway or outside parking area, except during normal business hours or for an emergency in conjunction with deliveries to a Living Unit, or the maintenance, repair, or replacement of a Living Unit or Lot. This prohibition does not apply to the Association in the performance of or in conjunction with the Association's maintenance, repair, replacement, or operation of the Property. Licensed commercial vehicles may be parked in the garage.

(3) Garages must be used first and foremost for the parking of vehicles. If an automobile is registered and is without governmental, commercial, or not-for-profit agency logos, lettering or other symbols or designs, the automobile may be parked in a driveway when incidental to the residential use of the Lot or Living Unit to which the driveway is attached or any other spaces specifically provided for parking, if any, by the Association. The Rules and Regulations may further specify when garage doors must be closed and may be kept open.

(4) The Board may adopt Rules and Regulations regulating the number of vehicles and, including prohibiting, the parking of vehicles on driveways and parking pads. However, overnight visitors, as may be defined in the Rules and Regulations, are permitted to park their vehicles in the driveway of the Owner of the Lot they are visiting only if the garage is occupied by other motor vehicles.

(5) "For Sale" or similar signs and advertising devices are prohibited in, on, or from any vehicle parked or stored on the Property. Covering of a vehicle outside of a garage is prohibited. Junk vehicles, including excessively noisy or polluting vehicles, as solely determined by the Board, or equipment, or vehicles on blocks are prohibited from being operated or stored anywhere on the Property.

(6) All vehicles on the Property must be kept in a state of good and clean repair. The Owner is responsible for the cost to clean up or repair any damage to the Property by a vehicle, including due to leaking oil or other vehicle fluids, whether from a vehicle owned by the Owner or owned by or belonging to their Occupant, their Tenant, their family member, their guest, or their invitee. Routine vehicle

maintenance or repair work may be performed only inside the Living Unit's garage; but vehicles may be washed on the Living Unit's driveway.

(7) Motorcycles are permitted on the Property but are subject to any Rules and Regulations limiting the permissible decibel noise level from a motorcycle when running or in use anywhere on the Property.

(8) The Association, as determined by the Board, has the authority, in addition to all other remedies, to tow away and cause to be stored any vehicle or equipment that is in violation of any Declaration provision or any Rules and Regulations, whether the vehicle belongs to an Owner or their Occupant, Tenant, family member, guest, or invitee. The Person responsible for the presence of the vehicle or equipment must pay all charges for towing and storage.

(j) **Signs.** No sign (other than "For Sale" signs advertising the sale of a Living Unit, subject to the Design Guidelines) or other advertising device of any kind will be displayed to the public view or erected on the Property, except that:

(1) The Board has the authority to adopt Rules and Regulations to further define and clarify, but not prohibit, "For Sale" or "Open House" signs, signs related to an estate sale, and one security system identification sign including, the permitted appearance or placement location of the signs on a Living Unit or Lot.

(2) The Board has the right to erect signs or other advertising devices within the Common Elements as they, in their sole discretion, deem appropriate.

(k) **Office Use.** No industry, trade, profession, or business of any kind, whether commercial, religious, educational, or otherwise, whether designated for or not-for-profit, altruism, exploration, or otherwise, may be conducted, maintained, or permitted by any Owner on any part of the Property, except that an Owner or Occupant may use a portion of the Living Unit for business activity(ies) so long as:

(1) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Living Unit and does not interfere with the quiet enjoyment or comfort of any other Owner, or Occupant;

(2) the activity is consistent with the residential character of Pioneer Ridge and does not constitute a nuisance, hazardous or offensive use, or threatens the security or safety of other Occupants;

(3) the activity conforms to all zoning and other governmental requirements;

(4) in no event is any part of the Living Unit to be used as a school or day care facility;

(5) the activity does not involve non-resident employees, staff, or independent contractors working within the Living Unit;

(6) the activity does not result in walk-in traffic to the Living Unit from the general public or from regular or repeated business invitees nor result in any door-to-door solicitation of other Owners, or Occupants;

(7) the activity does not result in the Living Unit becoming principally an office or business as distinct from a Living Unit or in the Living Unit developing a reputation as an office or a business; and,

(8) the activity does not result in or involve regular or unreasonably large volume of business-related deliveries to or from the Living Unit, as may be further defined or regulated in the Rules and Regulations.

The Board, in its sole discretion, determines whether or not any business activity violates any of the above conditions or requirements.

(l) **Estate and Garage Sales.** Each Owner is permitted to have one estate sale during the entirety of the time the Owner has title to the Lot. Once an Owner has an estate sale, the Owner is prohibited from having another estate sale so long as the Owner owns the Lot. Estate sales will be

in accordance with the following restrictions and any other Rules and Regulations adopted by the Board:

(1) The Owner must submit to the Board a written request to hold an estate sale. An estate sale cannot take place without the Board's prior, written consent. The Board may require a requesting Owner to provide proof of liability insurance as a condition for approval.

(2) The Board may require what it determines to be a reasonable deposit to be made by the Owner prior to conducting the estate sale. The deposit or any part will be returned to the Owner within a reasonable time after the sale once the Board has determined no costs have or will be incurred by the Association as a result of the sale. Any actual or estimated costs incurred will be deducted from the deposit amount returned.

(3) The Owner must comply with all City ordinances.

(4) Any estate sale must not exceed three sale days.

(5) The Board has the right to limit the size, location, and time for the installation and removal of the signs advertising the estate sale.

(6) Garage sales are prohibited unless the Board permits participation in a community wide garage sale subject to the Rules and Regulations but in no event longer than three days.

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

alleged failure, whether negligent, intentional, or otherwise, to enforce any provision of this Occupancy Restriction.

(n) **Open Fires.** Open fires and devices for wood burning fires are prohibited. Outdoor fireplaces, fire pits, fire tables, and chimineas, are Improvements requiring approval by the DRC prior to installation. Devices for open fires and grills (not wood burning) are only permitted as specifically stated in the Rules and Regulations and must be located in areas specifically designated in the Rules and Regulations. Under no circumstances are devices for open fires and grills or similar devices permitted to be located or used in areas prohibited by applicable government fire codes, rules, or regulations, or by the terms, provisions, or requirements of any fire or other insurance policies affecting the Property. No open flame cooking device including any grill is permitted within 5 feet of any Living Unit. Any combustible material not attached to a building must be located 5 or more feet from any grill or fire. Owners are liable for any damage caused by or arising from the placement or use of a grill or device for open fire.

(o) **Leasing of a Living Unit.** To maintain a residential community that is primarily Owner-occupied, and to protect and preserve the community, property values and the well-being of Owners and Occupants, at all times, at least 85 percent of the Living Units must be Owner-occupied. Conversely, at no time can more than 15 percent of the Living Units be leased, let, or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment, or any other purpose. The term "Owner-occupied" means a Living Unit occupied by the Owner of the Living Unit or another Person(s) as defined and determined by institutional mortgagees, guarantors, insurers of first mortgage loans, or similar institutions, and as may be further defined in the Rules and Regulations. However, during any period when a Living Unit is vacant, the Living Unit is "Owner-occupied" for the purpose of this restriction.

(1) The above limitations and restrictions on the leasing of Living Units does not apply to:

(A) Living Units that are occupied by the parent(s) or child(ren) of the Owner; or,

(B) Living Units that are leased or rented to a third party by the Owner as of the date this Declaration is recorded with the Lorain County Recorder's Office, and which the Owner has registered with the Association as a "leased Living Unit" (referred to as an "Exempt Living Units") within 90 days of the recording of this Declaration; an Exempt Living Unit may continue to be leased until titled ownership of the Living Unit is transferred to a subsequent Owner; upon the date of title transfer, the Living Unit is no longer an Exempt Living Unit and is no longer excepted from this lease prohibition; or,

(C) Living Units that meet a special situation and to avoid a practical difficulty or other undue hardship, each Owner has the right to lease their Living Unit to a specified renter / Tenant for a one-time period of no more than 24 consecutive calendar months, subject to the restrictions and requirements as identified in Section (C) (i) through (v) below (referred to as "Hardship Living Units"). To exercise this right:

(i) the Living Unit may only be leased to Persons who will occupy the Living Unit and who are 55 years of age or older;

(ii) the Owner must provide the Board with prior, written notice of the lease, the names, mailing addresses, phone numbers, and ages of Occupants at least 10 business days prior to its commencement;

(iii) the Owner may not be more than 30 days delinquent in payment of any Assessment or other amount due to the Association. If the Owner is more than 60 days past due in any payment, the Owner will request from the Board a one-time hardship exception and will not lease the Living Unit until the Board approves the request;

(iv) The Owner must provide a copy of this Declaration, the Bylaws, and the Rules and Regulations to the Tenant or lessee; and,

(v) The number of Occupants in a leased Living Unit may not exceed 2 persons per bedroom in the Living Unit.

(D) The Association as an Owner of any Living Unit or to the Association as a Lessor or Lessee.

(E) Living Units that are titled to any first mortgagee that has acquired ownership of the Living Unit in connection with a mortgage foreclosure or by acceptance of a deed in lieu of foreclosure.

(F) Living Units that are titled to the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), or the Federal Housing Administration ("FDA"), including any successor government entities of any of the foregoing.

(G) To the extent that any provision set forth in this Declaration and the Bylaws regarding leasing and a right of first refusal is inconsistent with the requirement(s) of guaranteed or direct loan programs of the United States Department of Veterans Affairs, as set forth in Chapter 37 of Title 38, United States Code, or Part 36 of Title 38, Code of Federal Regulations ("DVA Financing"), the provision does not apply to any Living Unit that is: (i) encumbered by DVA Financing; or (ii) owned by the Department of Veterans Affairs.

(2) Subject to the restriction in Subsection (1) above, an Owner has the right to lease all (but not less than all) of their Living Unit, or in the case of an Exempt Living Unit or a Hardship Living Unit, subject to the following conditions and restrictions:

(A) The lease and proposed tenancy do not violate the occupancy requirements regarding Housing for Older Persons under the Fair Housing Act.

(B) A Living Unit cannot be leased or rented for any period less than 6 consecutive months, and may not be advertised or available for lease on Air BnB, VRBO, or similar short-term or vacation rental service.

(C) All leases must be in writing and must provide: (i) that the lease is subject to the terms of this Declaration, the Bylaws, and the Rules and Regulations, and that any failure of a lessee to comply with the terms of this Declaration, the Bylaws, or the Rules and Regulations is a default under the lease; (ii) that the Association has the right to require the Owner to deposit with the Association an amount not to exceed one month's rent as security to provide funds for repairs and to assure compliance with this Declaration, the Bylaws, and the Rules and Regulations; and (iii) that no Living Unit may be sub-leased, sublet, or rented or that no individual room, part, or subpart of any Living Unit may be leased, let, or rented by a Tenant.

(D) A copy of the lease must be provided to the Board at least 10 days prior to the beginning of the lease term and, once submitted, may not be amended or modified without the prior, written consent of the Board.

(E) No Living Unit can be leased, let, or rented to any business or corporate entity for the purpose of corporate housing or similar type use.

(F) The rental of a Living Unit cannot include hotel or lodging services, including, any meals, use of the kitchen for food preparation or service, bed and breakfast, vacation rental or similar room provisions and services in connection with food or beverage, maid service, the furnishing of laundry or linen, bell service, or similar services.

(G) The lessee, Tenant, or renter must abide by the terms of this Declaration, the Bylaws, and the Rules and Regulations.

(H) When an Owner leases their Living Unit, the Owner relinquishes all amenity privileges, but continues to be responsible for all obligations of ownership of their Living Unit and is jointly and severally liable with the lessee, Tenant, or renter to the Association for the conduct of the lessee, Tenant, or renter and any damage to Association Property.

(I) The Association has a limited power-of-attorney from and on behalf of any Owner who is more than 30 days delinquent in the payment of any Assessment or charges due the Association to collect the lease/rent payments directly from the Owner's lessee, Tenant, or renter until the delinquency is paid in full.

(J) The Association may initiate eviction proceedings to evict any lessee, Tenant, or renter for violation of this Declaration, the Bylaws, the Rules and Regulations, or applicable laws, by any Occupant of the Living Unit, or the Owner. The action will be brought by the Association, as the Owner's agent, in the name of the Owner. In addition to any procedures required by State law, the Association will give the Owner at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be assessed to the Owner and the Living Unit's account and is a lien against that Living Unit.

(K) The Board may adopt and enforce Rules and Regulations in furtherance, but not in contradiction of the provisions in this Section, including Rules and Regulations to address and eliminate attempts to circumvent the meaning or intent of this Section and in furtherance of the preservation of the Pioneer Ridge Homeowners' Association, Inc. as a primarily Owner-occupied community. The Board has full power and authority to deny the occupancy of any Living Unit by any Person or family if the Board, in its sole discretion, determines that the Owner of the Living Unit is intending or seeking to circumvent the meaning, purpose, or intent of this Section. The Board's right, power, and authority to adopt Rules and

Regulations, including policies and definitions, includes Rules and Regulations to:

(i) define and regulate when a Living Unit is Owner-occupied versus being leased or rented when the Living Unit is titled in the name of a non-natural person, such as a trust or limited liability company; and,

(ii) set procedures and requirements for determining when and if additional Living Units can be leased or rented when the number of Living Units leased or rented is at or near 15 percent of the total number of Living Units, including the adoption of a “waiting list” policy.

(3) Any land contract for the sale of a Living Unit must be recorded with the Lorain County Recorder’s Office and a recorded copy of the land contract must be delivered to the Board within 30 days of recording. Any land contract not recorded is an impermissible lease.

(4) The Board may adopt and enforce the Rules and Regulations and definitions in furtherance, but not in contradiction of the above provisions, including the Rules and Regulations to address and eliminate attempts to circumvent the meaning or intent of this Section and in furtherance of the preservation of the Pioneer Ridge as an Owner-occupied community and against the leasing of Living Units for investment or other purposes.

(5) **Neighbor-to-Neighbor Disputes**. The Association may, but is not obligated to, take enforcement action when a dispute under this Declaration or the Rules and Regulations is solely a dispute between neighbors involving an alleged nuisance or offensive behavior, not involving damage to the Common Elements, and not involving a violation of the Association’s architectural or maintenance standards. In any dispute between neighbors, Owners must first work in good faith with each other to resolve their differences before the complaining Owner(s) reports an alleged violation of the governing documents to the Association. An Owner’s complaint to the Association about a neighbor must: (a) be signed by the complaining Owner, (b) be in

writing; (c) give as much detail as possible concerning the dispute; (d) provide specific information about what informal efforts to resolve the matter were undertaken by the complaining Owner(s); and (e) provide the name, address, phone numbers, and email address of the complaining Owner(s).

(p) **Obstruction.** No Owner will cause or permit the obstruction of any driveway, sidewalk, Lot, or Common Element on the Property.

(q) **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind is permitted upon or in any Lot, nor will oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structures designed for use in boring for oil or natural gas will be erected, maintained, or permitted on any Lot.

(r) **Alternative Energy Devices.** Except as permitted by Ohio or Federal law, and in accordance with any Rules and Regulations and specifications adopted by the Board, the installation of any solar energy collecting device of any kind on either the exterior of the Living Unit or on any part of the Lot is prohibited. A “solar energy collection device” means any device manufactured and sold for the purpose of facilitating the collection and beneficial use of solar energy, including passive heating panels or building components and solar photovoltaic apparatus. This prohibition includes, but is not limited to, wind turbines and solar panel systems.

(s) **Storage.** The storage of items related to construction or renovation of a Living Unit or Lot including any equipment, vehicles, storage pods, or trash containers remaining on a Lot will not exceed 30 days without prior written Board approval. The storage of bicycles, wagons, or recreational equipment on any exterior portion of any Lot, including driveways, will not exceed seven days without prior written Board approval. Notwithstanding the foregoing, the Board may establish Rules and Regulations relating to permissible items that can be stored outside, and these Rules and Regulations may include required screening by planting, fences, or other items to conceal them from view.

(t) **Use of Association Name.** Except as authorized by the Board, no Owner or Occupant may use the name “The Pioneer Ridge Homeowners’

Association, Inc.,” or any derivative using “Pioneer Ridge,” in any website domain name, web address, URL, or social media address. No Owner or Occupant may use the name “The Pioneer Ridge Homeowners’ Association, Inc.,” or any derivative using “Pioneer Ridge,” in any printed, electronic, or promotional material without the Board’s prior written consent. However, Owners may use the name “Pioneer Ridge” and “The Pioneer Ridge Homeowners’ Association, Inc.” in printed, electronic, and promotional material where the words are used solely to specify where their respective particular Living Unit is located within the Pioneer Ridge subdivision.

(u) **Applicability.** Each of the foregoing restrictions apply to all Owners, Occupants, Tenants, and to any Person who occupies, resides, or is in possession of any part of the Property and to any other Person lawfully or unlawfully upon any part of the Property, but not to the Association as the Board determines. No Owner may cause or permit to exist a violation of the foregoing restrictions by themselves or any of their Occupants, Tenants, employees, agents, guests, licensees, or invitees, or any other Person claiming by, through, or under them.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 8.1 – Exterior Installations, Modifications, Remodeling and Improvements. Exterior installations, modifications, remodeling, and Improvements must comply with this Declaration, local, City, state, federal laws and all zoning requirements. Any violation of any requirement or law may be abated or cured by the Association or governmental entity. If a governmental requirement is stricter than any provision within this Declaration, the governmental requirement will control.

(a) **Improvements.** To preserve, protect, and promote the original design and appearance of the Property, as well as property values of Pioneer Ridge as a whole, any structures, installations, plantings including trees and shrubs, placements, displays, signs, flags (except as permitted by State or Federal law and in accordance with the Design Guidelines and the Rules and Regulations), radio, television, or other communications antenna, satellite dishes, or devices (except as otherwise specifically permitted by Federal law

and in strict accordance with the Design Guidelines or the Rules and Regulations), alterations, additions, Improvements, or any other items or modifications, temporary or permanent, to, on, or upon a Lot or on the exterior walls or roofs of the Living Units, the surfaces or exterior appearance of any Living Unit windows or doors (including tinting or coloring of window or door glass), or any part of the Living Unit is prohibited, except in strict accordance with this Declaration, the Design Guidelines and the Rules and Regulations. Improvements as defined in this Declaration also include mailboxes and mailbox posts or other components, fences, walls, knee walls, pergolas, arbors, hot tubs, spas, firepits and the construction of any sunroom, screened-in porch, deck, or patio, room addition, or any other enclosure. The following Improvements are prohibited from being installed on any Lot:

- (1) green houses;
- (2) free-standing garages;
- (3) accessory and utility buildings, sheds, shacks, or barns;
- (4) gazebos and screened-in pergolas;
- (5) chain link fencing and perimeter fencing;
- (6) swimming pools;
- (7) free-standing flag poles;
- (8) barred security doors;
- (9) high intensity security lighting;
- (10) recreational equipment installations including play sets and structures, and horseshoe pits;
- (11) solar panels;
- (12) stand-alone mail and newspaper boxes unless originally installed by the Developer, which may be replaced.

(b) **Board Approval**. The Board has the right and authority, but is not required to, approve in writing any Improvement(s) through the promulgation of Rules and Regulations and the Design Guidelines as recommended by the DRC. The Board may delegate the right and authority to approve any Improvement to the DRC.

No approval will be granted unless the Board, in its sole discretion, determines a proposed Improvement does not and will not, in addition to any other standards the Board may adopt: (a) materially or adversely affect the original design and appearance of the Property; (b) create a safety hazard or

nuisance; (c) have an unsightly appearance; and, (d) have a material adverse impact on any other Owner, Lot, or Living Unit.

(c) **Rules and Regulations and Design Guidelines.** Due to the configuration, design, location, or layout of each Living Unit, every request for an Improvement is to be considered and decided separately upon its own respective facts, circumstances, and merits. No past approved Improvements, past course of dealings, or past practices binds or requires the Board to approve or deny or the DRC to recommend approval for any later Improvement request. The Board has the sole right and authority to adopt and publish specifications, standards, requirements, procedures, Design Guidelines, and other Rules and Regulations with respect to the design, style, location, number, color, and other specifications for any Improvement.

(d) **Indemnification of Association.** Unless otherwise explicitly stated in the Board's written approval of any Improvement, the maintenance, which in this Subsection includes repair and replacement, of any Improvement will be in accordance with the provisions of this Declaration. The Owner, including any successor Owner of the same Living Unit, who installs, places, maintains, or uses any given Improvement indemnifies and holds the Association, the Board, and any other Owner or Occupant harmless from and against all liabilities, claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, which may result from or are in connection with the Improvement. The Owner, including any successor Owner of the same Living Unit, who installs, places, maintains, or uses any given Improvement, further waives, releases, and holds the Association, including its agents, officers, directors, contractors, and employees, harmless from all claims of damage or destruction to the Improvement of whatever cause or reason, except as a result of the intentional act of the Association not in accordance with this Declaration, the Design Guidelines, or the Rules and Regulations.

(e) **Enforcement.** Any Improvement installed without the Board or DRC's prior written approval is subject to immediate removal, or removal at any other time the Board decides, including at the time of sale of the Living Unit, at the Owner's sole risk and expense. The Owner's responsibility and liability includes any unapproved Improvement installed by the prior Owner of their Living Unit.

Section 8.2 – Modifications and Remodeling. Upgrading, and other installations to, of, or within the Living Units, in whole and in part (collectively referred to as “Living Unit Modifications”), is permitted and encouraged. At the same time, unless otherwise provided for in this Declaration, the Design Guidelines, or the Rules and Regulations, all Living Unit Modifications must not alter the exterior appearance of the Living Unit, adversely impair any part of the building structure, create or pose any undue fire or other safety concerns, adversely impair any utility lines or systems serving any other part of the Property, or create or pose any undue risk of injury or damage to any person or property, including other Living Units and the Common Elements. Accordingly, the Board may adopt Design Guidelines or Rules and Regulations on all aspects of any Living Unit Modifications, including regulating (including prohibiting any installation that may adversely affect or impair the Common Elements or another Living Unit) the installation of any appliances, electronics, or other devices that are new or materially differ from the appliances or devices installed by the Developer, including charging stations, ventless fireplaces, high-efficiency furnaces, air-conditioner units and compressors, and heat pumps. The installation of any appliance, electronics, fixture, equipment, or other device that requires or involves the penetration into or through the perimeter wall or roof of a Living Unit is prohibited without the Board’s prior written consent. In addition to the above provisions concerning Living Unit Modifications, the following additional terms, conditions, and requirements pertain to the following items:

(a) **Window Coverings and Installations.** The covering of the interior surfaces of windows, whether by draperies, shades, blinds, or other coverings, which is visible from the exterior of the Living Unit, is permitted; but the use of blankets, towels, plastic window film, or paper of any kind as window treatments or coverings is prohibited. The Design Guidelines and the Rules and Regulations may further specify additional materials that cannot be used as window treatments or coverings. The installation of an air-conditioning unit within a window is prohibited, but the Rules and Regulations may permit the venting of an inside air-conditioner unit out a window.

(b) **Utility Conversion.** The conversion of any utility service for a Living Unit, or any appliance or other aspect of a Living Unit, in whole or in part, from one power or energy source to another, e.g. from electric to gas, is strictly subject to the Board’s approval, which the Board has the right and authority, but is not required, to approve.

Section 8.3 – Design Review Committee. The Design Review Committee is created for the purpose of architectural, landscape, and design control to promote and preserve an attractive and harmonious community. Decisions of the DRC are subject to the review and approval of the Board in the Board’s sole discretion.

Section 8.4 – Purpose and Operation of Design Review.

(a) **Improvements.** No Improvement (including the installation of hardscape structures and the planting of trees and shrubs) will be commenced, erected, or placed on any Lot or Living Unit, nor will any exterior addition to, or change or alteration of any existing Living Unit or Improvement (including the roof and siding) be made until the plans and specifications showing the nature, kind, shape, height, colors, materials, and location of the same have been submitted to and approved in writing as being in conformity with the Community Standard, this Declaration, and in harmony with the external design and location in relation to the surrounding structures and topography by the DRC. Recommendations and decisions of the DRC are subject to the review and approval of the Board unless the Board delegates same to the DRC. All decisions of the DRC may be appealed to the Board.

(b) **Design Review Committee and Board Authority.** The affirmative vote of the Majority of the Directors will be required to adopt or publish any Rules and Regulations, or Design Guidelines or to make any findings, determinations, ruling, or order, or to issue any permit, authorization, or approval. The decisions of the Board, based on the recommendation of the DRC are final and binding. If the Board or DRC fails to approve or disapprove any proposed Improvement within 30 days after the plans and specifications have been submitted, approval will be deemed to be denied.

(c) **Submission of Plans.** All plans and specifications submitted to the DRC or to the Board will be in writing and contain information as required by the DRC, the Design Guidelines, or the Board. The Board may assess a fee to cover any overhead and administrative costs associated with the operation of the DRC or the Board’s operation and oversight of design review.

(d) **Board Approval.** The Board will have the right to disapprove any plans and specifications submitted and based on the recommendation of the DRC for any of the following:

(1) the failure of the proposed Improvement or plans and specifications to comply with this Declaration, the Design Guidelines, or the Rules and Regulations;

(2) the failure to include information in the plans and specifications as reasonably requested;

(3) objection to the design, size, appearance, color, or materials of any proposed Improvement, addition, alteration or change;

(4) incompatibility of any proposed Improvement, addition, alteration, or change or use with existing structures or uses upon other Lots or Common Elements within the vicinity of the proposed Improvement, addition, alteration, or change;

(5) objection to the location of any proposed Improvement, addition, alteration, or change;

(6) objection to the grading plan;

(7) objection to the finish, proportion, architectural or design style, height, bulk, or appropriateness of any proposed Improvement, addition, alteration, or change;

(8) any other reasonable basis as determined by the Board.

(e) **Statement of Disapproval.** When the Board disapproves any plans and specifications or provisionally approves of the plans as modified or upon specified conditions, the disapproval, or provisional approval will be accompanied by a statement of the grounds upon which the disapproval or provisional approval was based. The DRC will make reasonable efforts to assist and advise the applicant in their efforts to propose an acceptable plan or specification for submission and approval if an applicant requests. The

DRC may encourage the applicant's use of professional assistance in preparing the plan or proposal.

(f) **Plan Approval.** Upon approval by the Board of any plans and specifications submitted to it, a copy of plans and specifications may be required to be deposited for permanent record with the Association and a copy of the plans and specifications bearing the approval, in writing, will be returned to the applicant.

(g) **Design Guidelines and Rules and Regulations.** The Board may adopt and publish Design Guidelines and Rules and Regulations governing the form and content of plans, and may amend and modify the Design Guidelines and Rules and Regulations, and may issue statements of policy with respect to approval or disapproval of architectural styles or details, or other matters, which may be presented for approval.

(h) **Violations.** If any Improvement is altered, erected, placed, or maintained within the Property other than in accordance with plans and specifications approved by the Board, the alterations, erections, maintenance, or use will be deemed to be undertaken in violation of this Article and without the requisite approval and, upon written notice from the Board, any Improvements altered, erected, placed, or maintained in violation will be removed and re-altered and the use will be terminated, to extinguish the violation.

(i) **Enforcement.** If 30 days after notice of any violation the Owner of the Living Unit or Lot upon which the violation exists has not removed or terminated the violation, the Association will have the right, through its agents and employees, to enter upon the Lot or Living Unit and take steps necessary to extinguish the violation and any costs incurred will be assessed to the Lot. The Owner will pay the amount within 10 days after being invoiced. The amount assessed to the Lot is a binding, personal obligation of the Owner and a lien may be filed against the Lot as provided in this Declaration.

(j) **Easement for Enforcement and Inspection.** Any agent of the Association or the DRC may, upon notice to the Owner, at reasonable times enter upon and inspect any Lot, Living Unit, or other lands or Improvements thereon for the purpose of ascertaining whether the maintenance,

construction, or alteration of the Improvements thereon are in compliance with the provisions hereof; and neither the Association or the DRC nor any agent will be deemed to have committed a trespass or other wrongful act by reason of entry or inspection.

ARTICLE IX

INSURANCE

Section 9.1 – Casualty Insurance.

(a) **Casualty Insurance Requirements and Ratings.**

(1) **Requirements.** All property Casualty Insurance (which is called “Casualty Insurance” below) obtained by the Association and obtained by both the Detached and Villa Home Owners will protect against loss or damage by fire and other hazards now or hereafter embraced by an “all-risk” or special form policy, and all other perils which are customarily covered by similarly constructed and situated developments in Lorain County, Ohio, in an amount sufficient to cover 100 percent, less deductible, of the replacement cost of any repair or reconstruction in the event of damage or destruction from any casualty (excluding excavation and foundation costs and other items normally excluded from the coverage). The term “replacement cost” means the cost needed to repair or reconstruct the damaged item to the condition it was in just before the insured damage was sustained (excluding excavation and foundation costs and other items normally excluded from coverage.)

(2) **Ratings.** All Casualty Insurance policies obtained by the Association and any Detached or Villa Home Owner will be written with a company licensed to do business in the State of Ohio and, unless not reasonably available as determined solely by the Board, holding a rating of “A-8” or better by AM Best’s Insurance Reports, or its present-day equivalent rating service.

(b) **Detached Homes.** Each Detached Home Owner must obtain and maintain Property Casualty Insurance (which is called “Casualty Insurance”

below) in full force and effect on their Detached Home, all Improvements, and their Lot. The Association may, but is not obligated to, require that each Detached Home Owner furnish the Association with a copy of the policy prior to 10 days before the expiration of each policy each year.

(c) **Villa Homes.**

(1) **Association Insurance on the Villa Homes.** The Association will carry property insurance (also sometimes known as “casualty insurance” or “fire and extended insurance” and hereinafter referred to as “Property Insurance”), subject to a deductible as provided for in (i) below, on the exterior components of the Villa Home building’s siding and finishing materials including face brick, vinyl siding, trim, roof systems including shingles, membranes, underlayment, flashing, vents, gutters, and downspouts, all exterior windows and window systems including glass and hardware, doors and door systems including patio and garage doors. In general terms, the Association is responsible for having Property Insurance from the backside of the Villa Home’s perimeter drywall out, which excludes the drywall itself (the drywall is a component of the individual Living Unit). This is commonly known as a “bare walls” Property Insurance policy.

(A) **Villa Home Insurance Deductible.** Villa Home Insurance provided by the Association include a deductible amount as the Board will reasonably determine, provided that the deductible amount will not exceed the lesser of \$10,000.00 or 1 percent of the policy amount. Each Villa Home Owner will be responsible for payment of all deductible amounts payable by reason of a claim for casualty or damage to their Villa Home, and, if claims for damage to more than one Villa Home, each Villa Home Owner will pay the deductible amount in the proportion that the dollar value of the damage to their Villa Home bears to the total dollar value of damage to all Villa Homes damaged under the claim.

(B) **Villa Home Insurance Termination.** Villa Home Insurance provided by the Association will include that the coverage will not be terminated for non-payment of premiums without at least 10 days’ written notice to the Villa Home

Owners, the Association and to each Eligible Mortgagee. Villa Home Insurance will be purchased by the Association for the benefit of the Association, the Villa Home Owners, and their respective Eligible Mortgagees, as their interests may appear, and will provide (i) for the issuance of certificates of insurance with mortgagee endorsements to the Eligible Mortgagees, if any; (ii) that the insurer waives its rights of subrogation against Owners and Occupants of Villa Homes and the Association; (iii) that the insurance will not be prejudiced by any acts or omissions of Villa Home Owners that are not under the control of the Association; and (iv) the policy is primary, even if a Villa Home Owner has other insurance that covers the same loss. Villa Home Insurance and any endorsements will be deposited with the Association. Villa Home Insurance will provide that all proceeds payable as a result of casualty losses will be paid to the Association as exclusive agent for each of the Villa Home Owners and each holder of a mortgage or other lien on any Villa Home. Villa Home Insurance will be written with a company licensed to do business in Ohio and holding a rating of B/VI or better in the Financial category as established by A.M. Best Company, Inc. if reasonably available, or, if not available, the most nearly equivalent rating.

(C) **Responsibility for Repair of Villas Homes.** If any Villa Home is damaged or destroyed by any event or loss covered by the Association's standard "bare walls" property Insurance, the Association will promptly cause the damage to be repaired or restored at the Association's expense and the repair or restoration will be substantially made to the same or better condition as the areas existed immediately prior to said damage. Any change to the structure or exterior of that Villa Home must be reviewed and approved in writing by the Board. All insurance proceeds received from the Casualty Insurance or any Villa Home Owner's Casualty Insurance must first be used and applied to the repair and restoration of the property damaged by the casualty for which the proceeds are paid. If the villa home Owner fails to diligently complete all repairs within a reasonable time, as determined by the Board, the Association has the right, but not the obligation, upon written notice to the

Villa Home Owner, to commence or complete the repairs, with the Villa Home Owner solely responsible for all costs or expenses not covered by the insurance proceeds received to be charged as an Assessment against the Lot.

(D) **Insurance Proceeds.** Any insurance proceeds received by the Association will be used to defray the cost of repairing the damage to the portions of the Villa Homes that are covered by the Villa Home Insurance policy. If the cost of the repairs is less than the amount of the insurance proceeds, the excess balance will be returned to the insurance company. If the cost of the repairs exceeds the amount of the insurance proceeds, the Association will work with the insurance company to reevaluate the original insurance adjuster's estimate of the repair costs. If the insurance company will not pay the additional amount, then the Association will initiate a Special Assessment levied by the Board against the Villa Home Owners of the damaged Villa Homes.

(E) **Negligence of a Villa Home Owner.** Each Villa Home Owner will be liable for the expenses of any maintenance, repair or replacement (or payment of any deductible amount required by any insurance policy) rendered necessary by their negligence or by that of any family member or their guests, employees, agents or lessees, to the extent that the expense is not covered by the proceeds of insurance carried by the Association. A Villa Home Owner will pay the amount of any increase in insurance premiums occasioned by their use, misuse, occupancy, or abandonment of their Villa Home or its appurtenances or of the Common Elements.

(F) **Waiver of Subrogation.** Each Person as a condition of accepting title and/or possession of a Villa Home and the Association agree for themselves, and their respective successors, heirs, executors, administrators, personal representatives, assigns, and lessees, provided the agreement does not invalidate or prejudice any policy of insurance, that any Villa Home or Improvement within a Villa Home Lot, or the fixtures or personal property of anyone located therein or

thereon are damaged or destroyed by fire or other casualty that is covered by insurance, the rights, if any of any of them against the other, or against the employees, agents, licensees or invitees of any of them with respect to damage or destruction and with respect to any loss resulting therefrom are waived.

(2) Casualty Insurance Provided by Villa Home Owners.

Except as is insured by the Association in accordance with Section 9.1 (c)(1) above, each Villa Home Owner will obtain and maintain Property Casualty Insurance in full force and effect on their Villa Home, from and including the Villa Home's perimeter drywall (attached to the perimeter or interior walls and ceilings of the Villa Home) in, and also specifically including:

- (A) any interior walls and wall coverings, paneling, or other finishing material applied to any wall or ceiling,
- (B) the concrete slab, all floors, and any finishing materials applied to the floors,
- (C) all interior doors, including the frames,
- (D) all appliances, including built-in appliances,
- (E) all plumbing, electric, heating, cooling and other utility service lines, pipes, wires, ducts, or conduits serving only the Villa Home wherever located,
- (F) all sinks, faucets, toilets, tubs, showers, and other fixtures serving only the Villa Home wherever located,
- (G) all interior cabinets,
- (H) all heating, air-conditioning, and ventilating fixtures and components, including the furnace and air-conditioner compressor or unit, serving only the Villa Home, wherever located,
- (I) attic and crawlspace insulation,
- (J) in addition, all Improvements made by the Owner (or a prior owner of the Villa Home) wherever located on the Property.

The Association may, but is not obligated to, require that each Villa Home Owner furnish the Association with a copy of the policy prior to 10 days before the expiration of each policy each year.

(3) **Liability Insurance Provided by Villa Home Owners.** Each Villa Home Owner will, at their own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of their Villa Home and Lot.

(4) **Content Insurance Provided by Villa Home Owners.** Each Villa Home Owner may, at their own expense, obtain insurance covering the contents of their Villa Home, the foregoing including furniture and any personal property which they store within the Villa Home or elsewhere on their Lot, and may obtain casualty insurance affording coverage upon their Villa Home and property inasmuch as the same may not be insured by the Association, but the casualty insurance will provide that it will be without contribution as against the Villa Home Insurance purchased by the Association or will be written by the carrier of the Villa Home Insurance and will contain a waiver of subrogation.

(d) **Association Insurance on the Common Elements of the Property.** The Association must obtain and maintain Casualty Insurance on all of the insurable improvements comprising the Common Elements.

(1) **Beneficiary Interests.** All Association insurance is for the benefit of the Association, each of the Owners, and the holders of mortgages on the Living Units, as their interest may appear, and will provide for the issuance of certificates of insurance with mortgagees' endorsements to the holders of mortgages on the Living Units, if any.

(2) **Claim Filing.** At all times, the Board has the sole right and authority to file, or authorize the filing of, and adjust all claims for damage or destruction that are or may be covered by the Association's Casualty Insurance policy regardless of the Person(s), including Mortgagees, who are named as an additional insured or beneficiary of the policy, as the Board determines is consistent with the intent of this Declaration and in the Association's best interests.

Section 9.2 – Damage and Destruction.

(a) **Responsibility for Repair of Detached Homes.** If any Detached Home is damaged or destroyed by any event or loss covered by the standard

“all-risk” or special form endorsement, regardless of the amount of the deductible, the Owner of the Detached Home will promptly cause the damage to be repaired or restored at the Owner’s sole expense and the repair or restoration will be substantially made to the same or better condition as the areas existed immediately prior to the damage. Any change to the structure or exterior of that Detached Home must be reviewed and approved in writing by the Board. All insurance proceeds received from the Association’s Casualty Insurance or any Detached Home Owner’s Casualty Insurance must first be used and applied to the repair and restoration of the property damaged by the casualty for which the proceeds are paid. If the Detached Home Owner fails to commence the required repairs, or if the Detached Home Owner fails to diligently complete all repairs within a reasonable time thereafter, as determined by the Board, the Association has the right, but not the obligation, upon written notice to the Detached Home Owner, to commence or complete the repairs, with the Detached Home Owner solely responsible for all costs or expenses not covered by the insurance proceeds received to be charged as an Assessment against the Lot.

(b) **Responsibility for Damage on all Living Units.**

(1) **Association.** The Association’s liability on Living Units is limited to losses or damages resulting from its negligence or intentional act. Nothing in the Declaration will be deemed to impose any contractual obligation on the Association for the maintenance, repair or replacement of the Common Elements or any portion thereof, but the Association’s liability will be limited to damages resulting from negligence or intentional act. If any loss or repair is due to the Association’s negligence or intentional act, then, in that case, the Association is responsible for the cost of the loss or repairs, including any costs not paid due to any insurance deductible amount, to the extent not covered by any Association or Owner insurance policy.

(2) **Owner.** If any loss or repair is due to the negligence or intentional act of an Owner, or anyone the Owner is responsible for, such as a family member, Occupant, Tenant, guest, or contractor, then, in that case, the Owner is responsible for the cost of the loss or repairs, including costs not paid for due to any insurance deductible amount, to the extent not paid for by (or should have been covered and paid for by) any Association or Owner insurance policy.

(c) **Common Elements.** Repair and restoration of damage or destruction to the Common Elements will be substantially made to the same or better condition as the areas existed immediately prior to the damage provided that the Board may provide for or permit the use of new or alternative materials as the Board reasonably determines are in the Association's best interest, with the intention to at all times preserve the first-class architectural design and appearance that is associated with the Property.

Section 9.3 – Mortgagee and Other Additional Insurance Requirements.

Notwithstanding anything to the contrary anywhere in this Article, the Board has the full right and authority, but not the obligation, to purchase Property Insurance, or any other insurance policy or endorsement, that includes all terms, conditions, or requirements, as the Board determines is in the Association's best interest and is necessary to comply with any requirements of the FNMA, FHLMC, the designees, successors, or assigns, or any other financial institution or government agency. If the Association provides, as the Board decides, any additional insurance coverage beyond the minimum requirements contained in Section 9.1(c)(1) above, for less than all the Owners, the Association may levy a Special Assessment against only those Owners requiring additional insurance in an amount to be determined by the Board.

Section 9.4 – Insufficient Insurance Proceeds. If the insurance proceeds received are not sufficient, including as a result of the deductible, to make all needed repairs and replacements to the Common Elements, the Association will pay the additional cost of the repairs. However, if any damage or destruction was caused by the negligence or intentional act of an Owner, or their Occupant, Tenant, guest, or anyone the Owner is responsible for, then in that case any costs not covered by the Association's Casualty Insurance, including the insurance deductible, will be paid by the responsible Owner.

Section 9.5 – Waiver of Subrogation. Each Owner and Occupant, as a condition of accepting title and possession, or either, of a Lot, and the Association agree, that if any part(s) of the Property (including the Lot or Living Unit) or the fixtures or personal property of anyone located on the Property are damaged or destroyed by fire or other casualty that is covered by insurance of any Owner, Occupant, or the Association, and the lessees of any one of them, the rights, if any, of any party against the other, or against the employees, agents, licensees, or

invitees of any party, with respect to the damage or destruction and with respect to any loss resulting therefrom are waived to the extent of the insurance proceeds actually paid.

Section 9.6 – Public Liability Insurance and Other Insurance Coverage.

(a) The Association will carry a comprehensive policy of liability insurance covering the Common Elements, the Association, the Board of Directors, the Owners, and Occupants against liability for personal injury, disease, illness, or death, and for injury to or destruction of property resulting or arising from, at a minimum: (i) the operation, maintenance, or use of the Common Elements; (ii) lawsuits related to employment contracts in which the Association is a party; and, (iii) hired automobile, non-owner automobile, and off-premises employee claims. All liability insurance will contain cross-liability endorsements to cover liabilities of the Owners as a group to an Owner. If the insurance effected by the Association on behalf of the Owners and Occupants against liability for personal or bodily injury or property damage arising from or relating to the Common Elements will, for any reason, not fully cover any liability, the amount of any deficit will be a Common Expense to the Owners, and any Owner who will have paid all or any portion of the deficiency in an amount exceeding their proportionate share have a right of contribution for the other Owners according to their respective share. The policy will not insure against liability for personal or bodily injury or property damage arising out of or relating to the individual Living Units and Lots.

(b) The Association must carry worker's compensation insurance as may be required by law.

(c) The Association must carry fidelity coverage against dishonest acts of Person(s) handling Association funds.

Section 9.7 – Other Insurance. The Association may carry other insurance as the Board may determine, including errors and omissions insurance and liability insurance for Directors, and any other insurance as the Board may determine is in the Association's best interest.

ARTICLE X

ASSESSMENTS AND LIEN OF ASSOCIATION

Section 10.1 – General. Assessments for the Common Expenses must be made in the manner provided for below and as defined in Article II, Section 2.2(a)). Unless otherwise stated in this Declaration, Annual Assessments must be levied among all the Owners and their respective Lots pursuant to their respective Ownership Interests, which is 1/585 for each Owner. Every Owner must pay their proportionate share of the Annual Assessment for Common Expenses and any Landscape Assessments, other Assessments, including, for example, Villa Home Assessments and Landscape Assessments and Resale Assessments, levied against them in any manner and at any time provided for in this Declaration or as the Board may determine. The Association, as the Board determines, may establish one or more required or preferred method(s) of payment of Assessments and Other Charges due the Association, including ACH payments, and, if the Board approves and permits other method(s) of payment, the Association may impose a surcharge or other fee for the use of non-preferred form(s) of payment, including check, credit card, or cash.

(a) **Maximum Annual Common Assessment.** The Board may increase the annual Common Assessment each year in an amount no greater than 10 percent above the Common Assessment for the previous year. Any proposed increase in the annual Common Assessment of more than 10 percent above the Common Assessment for the preceding year will require a Majority vote of the voting power of the Association.

Section 10.2 – Individual Assessments. The Board may levy Assessments against an individual Living Unit or Lot to cover fees, costs, damages, and other expenses or charges as provided for and in accordance with this Declaration, the Bylaws, or the Rules and Regulations. Any individual Assessment or Other Charge is due and payable as the Board determines and gives written notice to the Owner(s) subject to the Assessment.

Section 10.3 – Resale Assessment. Upon acquisition of title to a Lot by purchase, the new Lot Owner is required to pay a Resale Assessment to the Association in an amount equal to: (1) five months of the estimated annual Common Assessment (if applicable) plus five months estimated annual Landscaping Assessment, and (2) five months of the estimated annual Villa Home Assessment (if

applicable) and five months of the estimated annual Landscaping Assessment for each Lot purchased. Resale Assessments provide funds for working capital, reserves for operating contingencies, or reserves for major repairs and replacements, or to the CAIF. Resale Assessments are not an escrow or advance and are not refundable.

Section 10.4 - Obligation to Pay Assessments. The obligation to pay all Assessments is an independent covenant and is a charge on the Lot and is a continuing lien upon the Lot against which each Assessment is made until paid in full. No Lot Owner may exempt themselves from liability for Assessments by waiver of the use or enjoyment of any of the Common Elements that the Association owns or operates, by abandonment or destruction of their Living Unit, or for any other reason. Regardless of any effort or action of an Owner to the contrary, the Association will credit all payments made by the Owner for all Assessments levied against the Owner in the order set forth in Section 10.5(b) below.

Section 10.5 - Failure to Pay Assessments When Due.

(a) Any Assessment not paid within 30 days after the same becomes due and payable is subject to a monthly administrative late charge established by the Board and may, as the Board determines, also bear interest charged at the highest legal rate that may be charged to an individual from the date the Assessment or charge first comes due until the same is paid in full. Each Owner is also liable for all costs the Association incurs in connection with the collection of delinquent Assessments from the Owner, including reasonable attorneys' fees, recording costs, title reports, court costs, paralegal fees, and other related fees, expenses, and charges, which are added to the amount of the continuing lien.

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

- (1) interest owed to the Association;
- (2) administrative late fees owed to the Association;
- (3) collection costs, attorneys' fees, and paralegal fees the Association incurs; and, finally,

(4) the principal amounts the Owner owes to the Association for the Common Expenses, enforcement Assessments chargeable against the Living Unit, or any other Assessments or charges.

Section 10.6 - Lien of Association. The Association has a lien upon each Owner's Lot interest for the payment of the portion of any Assessment(s) chargeable against the Lot that remain(s) unpaid for 10 days after the same becomes due and payable, together with the other amounts provided for in this Declaration, from the time a certificate, subscribed by the Association President or other Association representative as is permitted by Ohio law, and is filed with the Lorain County Recorder's Office in accordance with the Board's authorization. The certificate will contain a description of the Lot, the name(s) of the record Owner(s), and the amount of the unpaid portion of the Assessment(s) and any other amounts due. The lien is continuing upon the Living Unit and will and does also act to automatically secure and include all Assessments that become due and payable after the certificate is filed until the claim of lien is satisfied. The lien is valid for a period of five years from the time of filing unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the Court in an action brought to discharge the lien in accordance with this Declaration or state law. In addition, each Owner is personally liable, jointly and severally, for all Assessments chargeable to their Lot for the period of their Lot ownership. The existence of a mortgage, lien, or other encumbrance and of a condition, possibility of reverter (right of an Owner or their heirs to possess or succeed to the property on the death of the present possessor), or the like, is not a defense of title under the preceding sentence.

Section 10.7 - Priority of Association's Lien. The lien provided for in Section 10.6 above) takes priority over any lien or encumbrance subsequently arising or created, except for: (a) liens for real estate taxes and assessments of political subdivisions, and (b) liens of bona fide first mortgages, which have been filed for record. However, with respect to any bona fide first mortgage on a Lot that is filed for record after the date of this Declaration, an amount equal to the lesser of the amount of the delinquency or six months of Common Expense Assessments levied against the Lot, based on the budget adopted by the Association for the year in which the foreclosure action against the Lot is commenced, plus the Association's reasonable attorney's fees, costs, and expenses related to the foreclosure, is prior to any lien or encumbrance arising or created by the bona fide first mortgage. The lien

provided for in Section 10.6 above may be foreclosed in the same manner as a mortgage on real property in an action brought by or on behalf of the Association after authorization from the Board. In any foreclosure action, the Owner(s) of the Lot affected is required to pay a reasonable rental for the Living Unit during the pendency of the action, in addition to any Assessments otherwise chargeable against the Lot, and the Association in the action is entitled to the appointment of a receiver to collect the same. At any foreclosure sale, the Association, or its agent or nominee, is entitled to bid and acquire the Lot.

Section 10.8 - Dispute as to Common Expenses. Any Owner who believes that any Assessment the Association levies against their Ownership Interest for which the Association has filed a certificate of lien, has been improperly determined, may bring an action in the Court of Common Pleas for Lorain County, Ohio, for discharge of all or any portion of the lien; but the lien will continue until the amount of the lien determined is paid in full. The Association may counterclaim in the action for foreclosure of the amount of the lien found to be due.

Section 10.9 - Non-Liability of Foreclosure Sale Purchaser. Except for the second sentence of Section 10.5 above, where the Eligible Mortgagee of record or other purchaser, acquires title to a Lot as a result of foreclosure of the first mortgage or acceptance of a deed lieu of foreclosure, the Eligible Mortgagee or purchaser, their respective successors and assigns, and all future grantees of the Lot are not liable for the Assessments levied against the Owner of the Lot prior to acquisition of title to the Lot whether or not a lien was filed in accordance with Section 10.6 above, unless the share is secured by a lien for Assessments recorded prior to the recording of the foreclosed mortgage. Any funds received on the judicial sale of the Lot in excess of the first mortgage lien, the court costs, and the real estate taxes, must, however, to the extent otherwise permitted under the laws of the State of Ohio, next be applied to satisfy the Association's lien for Assessments. The Owner(s) of a Lot is and remains personally and primarily liable, jointly and severally, for the Assessments accruing against the Lot prior to the date of the judicial sale as provided in Section 10.10 below; but, any unpaid share of Assessments are Common Expenses collectible from all of the Owners, including the acquirer of the foreclosed Lot, their successors or assigns, at the time of the first Assessment or Assessment installment next following the acquisition of title by the Mortgagee, its successor or assigns.

Section 10.10 - Liability for Assessments Upon Voluntary Conveyance. Except as set forth in above, the grantee(s) of the Ownership Interest in a Lot is

jointly and severally liable with the grantor for all unpaid Assessments, whether or not a lien has been perfected, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. A Mortgagee other than a first institutional Mortgagee, a purchaser at a foreclosure sale of a mortgage other than a first mortgage to an institutional Mortgagee, their respective successors and assigns, a devisee of an Ownership Interest, or the transferee of an Ownership Interest pursuant to the Statute of Descent and Distribution, is deemed to have obtained the Lot through a voluntary conveyance for purposes of this Section.

ARTICLE XI

EASEMENTS

Section 11.1 - General. Pioneer Ridge is made subject to the following easements:

(a) **Ingress and Egress.** There is a non-exclusive easement upon, across, over and through all walkways, and pathways constructed within the Common Elements, the easement in favor of the Association's Owners, Occupants, guests, licensees and invitees, for pedestrian ingress and egress to and from all of the various portions of the Property. Notwithstanding the foregoing, the Association may limit this right of ingress and egress by a subsequent amendment.

(b) **Owner's Easements of Enjoyment.** Every Owner, Occupant and guest has a right and non-exclusive easement of use and enjoyment in and to the Common Elements (including the Community Center), which is appurtenant to and will pass with the title to every Lot.

(c) **Construction and Alteration, Etc.** An easement is granted on portions of Common Elements necessitated by the construction, alteration, rebuilding, restoration, maintenance, repair, or replacement of a Living Unit, structure, or improvements within the Property provided that in the exercise of any rights under this easement there is no unreasonable interference with the use of any Living Unit or Lot. Any Person benefitting from the easement will indemnify and hold harmless the Association from all losses, damages, liabilities, claims, and expenses, including reasonable attorneys' fees, resulting from the construction, alteration, rebuilding, restoration,

maintenance, repair, or replacement and will repair any damage caused in connection with the activities to substantially the same condition that existed prior to the activities.

(d) **Encroachments**. Each Lot, and Living Unit, and the Common Elements are subject to any easements for encroachments created by construction, settling, and overhangs of any other Living Units or other Improvements. Valid easements for encroachments and for the maintenance of same exist as long as the encroachments exist. No valid easement for any encroachment will be created in favor of the Owner if the encroachment is due to the Owner's willful conduct.

(e) **Access**. An easement is further granted to all police, fire protection, ambulance, and all similar persons, companies, or agencies performing emergency services, letter carriers, delivery persons, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities to enter upon any private roadway, the Lots, Common Elements, and other portions of the Property in order to perform their duties. Further, an easement is granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter upon or to cross over the Common Elements and the Lots to inspect and to perform the Association's duties of maintenance and repair of the Property.

(f) **Landscape, Snow Plow, Maintenance**. An easement is granted to the Association, its agents, employees, successors, and assigns to enter on any Lot for the purpose of maintaining landscaping, snow removal, and lawn care on each Lot and for the performance of Villa Home Maintenance Services.

(g) **Stormwater Retention / Detention**. The City or other governmental authority having jurisdiction has the right (but not the obligation) to enter the Property to repair and maintain all storm, drainage, courses, ditches, structures and appurtenances for the purpose of relieving any flooding condition or threatened flooding condition which might be harmful to other property within the City.

(h) **Environmental**. An easement is granted to the Association, its agents, employees, successors, and assigns on, over, and across the Common

Elements and Lots to effect compliance with environmental rules, regulations, and procedures adopted and published by the Board or any governmental entity including pest control, drainage, and wetland designation.

(i) **Lot Owner's Easements.** An easement is granted to all Lot Owners and their heirs, successors, assigns and invitees for the use of any private roadways, walking paths, and Common Elements.

(j) **Party Wall and Exterior Wall Easements.**

(1) All Villa Home Owners will have an easement for the use of any Party Wall or exterior wall which they share with an adjacent Villas Home Owner, for the following purposes:

(A) the erection and support of the Villa Home;

(B) the construction, erection and maintenance or repair of a Party Wall or any shared portion of an exterior wall on their Villa Home or Lot;

(C) for any purpose necessary for the enjoyment of their Lot or Villa Home, so long as the use will not interfere with the adjoining Villa Home Owner's use and enjoyment of their Lot or Villa Home;

(D) the excavation or performance of other work necessary for the construction or repair of the Villa Home Party Wall or any shared portion of an exterior wall of the Villa Home; and,

(E) in order to address minor construction errors, settlement, or shifting of a Party Wall, exterior wall, or Villa Home, and further to accommodate any encroachment which may occur upon a Villa Homes Lot as a result thereof.

(2) All Villa Home Owners will have the obligation to repair or reconstruct all Party Walls or any shared portion of an exterior wall. The expense of repair will be born equally by the Villa Home Owners.

All walls attached to a Party Wall or any shared portion of an exterior wall that are damaged or destroyed will be repaired at the respective Villa Home Owner's sole expense.

(k) **Utilities.** The Association its successors and assigns has a non-exclusive easement upon, across, over, through and under the Property for ingress, egress, installation, replacement, repair, and maintenance of all utilities and service lines and systems including water, storm and sanitary sewer, energy, drainage, gas, telephone, electricity, television, cable and communication lines and systems. By virtue of this easement, it is expressly permissible for the Association, its successors and assigns, or the providing utility or service company, to install and maintain facilities and equipment on the Property provided that the facilities will not materially impair or interfere with any Living Unit, and provided further that any areas disturbed by the installation and maintenance are restored to substantially the condition in which they were found and provided it does not conflict with service agreements between governmental agencies and the rights of the City or County under the Ohio Revised Code. Except for a water line easement along Bender Road recorded in a separate easement document, in which the City has the responsibility both to avoid damage to landscaping and improvements and to repair and restore the surface after any activities as described in the easement, the City is not responsible for restoring any portion of the Property following any installation or maintenance of any utilities. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utility service lines of facilities of the utilities may be installed or located except as approved by the Board or DRC, or unless the same are shown on a recorded Plat. There is reserved in favor of the Association the right (but not the obligation) to grant easements to neighboring property owners for access and/or utility purposes, so long as the granting of easements for utility purposes does not overburden the utilities serving the Property. Any conflicts between the provisions of this Section and a Plat granting similar easements will be resolved in favor of the Plat.

Section 11.2 - Acceptance and Grant of Easements. The Association, through and as the Board determines, may:

(a) dedicate, transfer, or grant easements in all or any part of land or facilities the Association owns or controls to: (1) any municipality, public

agency, authority, or utility; or, (2) any Owner to install, operate, use, maintain, repair, and replace in, on, over, or under the land or any part thereof roads, rights-of-way, Utility Facilities of all types and access to or for the benefit of the City, the Owners, or the Association; and further, to construct improvements and establish grade, and for other reasonable purposes as the Board may determine; and,

(b) obtain easements for the construction, extension, installation, inspection, maintenance, or replacement of the Utility Facilities to or from a public utility or governmental authority, and to or from anybody or any agency that has the power of eminent domain or condemnation.

Section 11.3 - Applicability. All easements and rights described in this Declaration are easements appurtenant, running with the land, perpetually in full force and effect, and inure to the benefit of and be binding on the Association and any Owner, purchaser, Occupant, Mortgagee, and other Person now or in the future having an interest in any part of the Property. The easements and grants provided in this Declaration will in no way affect any other recorded grant or easement. Failure to refer specifically to all easements or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation will not defeat or fail to reserve the rights or easements but the same are deemed conveyed or encumbered, along with the Lot.

ARTICLE XII

ASSOCIATION REMEDIES

Section 12.1 - Abatement and Enjoyment. The violation of any Rules and Regulations adopted by the Board or the breach of any covenant, condition, restriction, or provision contained in this Declaration, the Bylaws, the Rules and Regulations, or the Design Guidelines gives the Board, on behalf of the Association, in addition to any rights set forth elsewhere in this Declaration, the following rights:

(a) To enter upon or in the Property, including any Lot, or portion thereof, upon which, or as to which, the violation or breach exists and to summarily abate and remove, at the Owner's expense, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, the Bylaws, or the Rules and Regulations, and

the Association, its Board, or its agents, will not be deemed guilty in any manner of trespass.

(b) To repair, restore, or otherwise correct a condition of disrepair or neglect to the exterior areas of any Lot or Living Unit and to perform any work or duties required of the Owner in accordance with this Declaration if the Owner has not made the repair or restoration or has not cured the condition within a reasonable time (as determined by the Board) after notice thereof from the Board. However, the Board need not give prior notice if, in its opinion, it is acting to prevent personal injury or damage to property, or in any other emergency. The Association will charge and assess the costs and expenses incurred to the Owner who should have performed the work or cured the condition, as an Individual Assessment or Other Charge in accordance with the provisions of this Declaration.

(c) To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

(d) To adopt and publish Rules and Regulations and Design Guidelines with respect to the use of the Common Elements, Lots and Living Units, including patios and decks, and with respect to the maintenance, alteration, and operation of the Living Units, to effect and to cause the effectuation of reasonable sanctions, including the imposition of reasonable enforcement Assessments, as may be further defined in the Rules and Regulations or Chapter 5312, payable to the Association, after notice and a reasonable opportunity to request a hearing (and if requested, to be actually heard) is provided, the removal of personal property from the Common Elements, when the continued presence of the property in the Common Elements is a violation or breach of this Declaration, the Bylaws, the Rules and Regulations, or the Design Guidelines or the enforcement by the police of municipal ordinances.

Section 12.2 - Cost of Enforcement. If any Owner, either by their conduct or by the conduct of their Occupants, Tenants, guests, or invitees, violates any provision of this Declaration, the Bylaws, the Rules and Regulations, or the Design Guidelines the Owner will pay to the Association, in addition to any other sums due, including all costs of repair or removal and any enforcement Assessments, all costs and expenses incurred by the Association in connection with the enforcement of the provision or the Rules and Regulations or Design Guidelines, including reasonable

attorneys' fees and court costs. The Board may also levy reasonable charges for damage to the Common Elements or any part of the Property for which the Association is responsible to maintain. The enforcement Assessments, charges for damage, costs, and expenses will be charged as a Special Assessment against the Lot. The Association, in addition to all other remedies available, has the right to place a lien upon the Owner's estate or interest for the payment of any Assessment or charge levied against the Lot and that remain unpaid 10 days after any portion has become due and payable as further explained and set forth in this Declaration.

Section 12.3 - Procedure for Charges for Damages and Enforcement Assessments.

(a) **Initial Notice.** Prior to imposing a charge for damages or an enforcement Assessment, the Board will send the Owner a notice that includes:

- (1) a description of the property damage or violation;
- (2) the amount of the proposed charge or enforcement Assessment;
- (3) a statement that the Owner has a right to request a hearing before the Board to contest the proposed charge or enforcement Assessment;
- (4) the procedure the Owner must follow to request a hearing; and,
- (5) if applicable, a reasonable date as determined by the Board by which the Owner must cure the violation to avoid the proposed charge or enforcement Assessment.

(b) **Hearing.**

(1) To request a hearing, the Owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required by this Section. If the Owner fails to submit a timely request for a hearing, the right to that hearing is waived, and the

Board may immediately impose a charge for damages or an enforcement Assessment.

(2) If the Owner properly and timely requests a hearing, at least seven days prior to the hearing, the Board will provide the Owner with a written notice that includes the date, time, and location of the hearing as reasonably set by the Board. The Board will not levy a charge or enforcement Assessment before holding the requested hearing; though the Board may proceed with the hearing if the Owner does not appear as directed in the hearing notice.

(3) Within 30 days following a hearing, the Association will send written notice of the charge or enforcement Assessment to the Owner.

Section 12.4 - Cure by Association. If any Owner fails to perform any act that they are required to perform by this Declaration, the Bylaws, or the Rules and Regulations, or the Design Guidelines, the Association, through the Board, may, but is not obligated to, perform the act or cure the violation, and charge and collect from the Owner the entire cost and expense, including reasonable attorneys' fees, incurred by the Association incurs in undertaking the cure or performance. Any amount is an additional Assessment upon their Lot and is due and payable from the Owner when the payment of the Assessment next following notification of the charge becomes due and payable. The Association may obtain a lien for the amount in the same manner and to the same extent as if it were a lien for Common Expenses.

ARTICLE XIII

AMENDMENTS

Section 13.1 - Amendments by Owners. This Declaration and the Bylaws may be amended with the written consent or the affirmative vote of Members entitled to exercise not less than the Majority of the Association's total voting power. Upon the adoption of any amendment, the President of the Association will file with the Lorain County Recorder's Office an instrument executed with the same formalities as this Declaration, containing the amendment being made, the instrument number or volume and page(s) of the original being amended, and the manner of the adoption of the amendment. Amendment(s) to this Declaration or the Bylaws become binding

and effective on the date of filing for record with the Lorain County Recorder's Office. No amendment or rescission of these Declaration covenants, conditions, and restrictions that is contrary to the City's Zoning Resolution now in effect or as hereinafter amended is permitted.

Section 13.2 - Special Amendments. The Board, in its sole discretion and if desired, without a vote of the Owners, has the right and power to record a special amendment ("Special Amendment") to this Declaration or the Bylaws, which amends this Declaration or the Bylaws, for the following purposes:

(a) to meet the requirements of institutional mortgagees, guarantors, and insurers of first mortgage loans, the FNMA, the Government National Mortgage Association, the FHLMC, HUD, the FDA, the Veteran's Administration, or any other governmental agency or any public, quasi-public, or private entity that performs (or may in the future perform) functions similar to those currently performed by the entities, or

(b) to correct clerical, typographical, or similar errors in this Declaration, the Bylaws, any Exhibit, or attachment hereto or any supplement or amendment to this Declaration, or to the Articles of Incorporation, or

(c) to clarify any ambiguities in this Declaration, the Bylaws, any Exhibit, or attachment hereto or any supplement or amendment to this Declaration, the Bylaws, or to the Articles of Incorporation, or

(d) to bring any provision into compliance with the provisions of any applicable governmental statute, rule, regulation, or any judicial determination, or

(e) to enable a title insurance company to issue title insurance with respect to the Property or any portion thereof.

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

and a consent to the reservation of the power to the Board to vote in favor of, make, and record Special Amendments.

Section 13.3 - Limitation on Owner Challenge. Any Owner who is aggrieved by an amendment to this Declaration or the Bylaws made in accordance with Section 13.1 above or that the Board makes in accordance with Section 13.2 above may commence a declaratory judgment action to have the amendment declared invalid; provided, that any action must be filed in the Lorain County Court of Common Pleas within one year from the date the amendment is recorded with the Lorain County Recorder's Office.

Section 13.4 - Termination of Association. A vote to terminate the applicability of this Declaration and to dissolve the Association requires the unanimous, affirmative consent of all Owners.

ARTICLE XIV

SALE OR OTHER TRANSFER OF LIVING UNITS

The Association does not have a right of first refusal with respect to the purchase or any other conveyance, whether by gift, involuntary sale, or otherwise, of a Lot and Living Unit. An Owner may freely transfer their Lot and Living Unit. However, prior to any transfer, the Owner must submit to the Association: (a) a copy of the executed sales or purchase agreement for the Lot and Living Unit; (b) payment in full to the Association of all outstanding Assessments and Other Charges levied against the Lot and that are due or become due up until the date of transfer of the Lot; (c) a written verification that the new Owner has received a set of governing documents, including this Declaration, the Bylaws, and the Rules and Regulations (a set of the documents may be obtained from the Association for a reasonable charge); and, (d) the new Owner's name, home address, electronic mail address, home and business mailing addresses, and the home, mobile, and business telephone numbers of the Owner and all Occupants of the Living Unit as well as the name, business address, and business telephone number of any Person who manages their Living Unit as an agent of that Owner. Within 30 days after a change in any information that this Article requires, an Owner must notify the Association, in writing, of the change. When the Board requests, an Owner must verify or update the information. Contact information provided by Owners to the Association is confidential and the Association will not distribute or otherwise share any of the

contact information received from Owners to any Person, except as needed in accordance with the Association's maintenance, operation, and administration of the Property or the Association itself, and as required by law.

ARTICLE XV

NOTICES AND OTHER ACTIONS AND COMMUNICATIONS

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

Section 15.1 - Service of Notices on the Association and Board. All notices to the Association or the Board will be made in writing and:

- (a) sent by regular U.S. mail, first-class postage prepaid; or,
- (b) be delivered in accordance with Section 15.3 below to the Board President, to any two Directors, to the Association at the address of the designated principal office of the Property, to the Association's manager or management company, if any, to the Association's statutory agent registered with the Ohio Secretary of State, or to another address as the Board may designate by written notice to all Owners or Members.

Section 15.2 - Service of Notices on Owners. If there are multiple Owners of one Living Unit or Lot (plural owners), regardless of the method of delivery, notice to any one of the plural Owners is deemed to have been given to each of the Owners who own an interest in the Living Unit or Lot. All notices to an Owner or Member will be made in writing and:

- (a) personally delivered to the Owner or Member;
- (b) placed under or attached to the front or main entry door of their Living Unit;
- (c) sent by regular U.S. mail, first-class postage prepaid, to their Living Unit address or to another mailing address designated by the Owner in writing to the Board; or,

- (d) delivered in accordance with Section 15.3 below.

Any notice required or permitted to be given to any Occupant, Owner, or Member, other than an Owner or Member, will effectively be given if hand-delivered or sent by regular U.S. mail, first-class postage prepaid, to the Owner's or Member's address.

Section 15.3 - New Communication Technologies. In addition to the methods described in Sections 15.1 and 15.2 above, the following may be accomplished using electronic mail or other transmission technology that is used as a generally accepted business practice:

- (a) any notice required in this Declaration or the Bylaws to be sent or received;
- (b) any signature, vote, consent, or approval required to be obtained; or,
- (c) any payment required to be made by this Declaration or the Bylaws.

Section 15.4 - Restrictions on the Use of Electronic Mail and Transmission Technology. The use of electronic mail or other transmission technology is subject to the following:

- (a) An Owner or Member must give the Association written consent to use electronic mail or to use other transmission technology for all required notices and Association communications. Consent includes providing the Association with their electronic mailing address(es) or contact information pertaining to other transmission technology together with a statement of the purpose for which consent is given, whether for all Association business communications including notice, consent, and voting, or whether simply for providing news and other general, informal Association information and communications.
- (b) For voting on matters, the Association may provide for voting by electronic mail or by other Electronic Voting Technology. However, voting for the election of Directors can be conducted by electronic mail or by the use of other Electronic Voting Technology only to the extent as explicitly

permitted and provided for in the Bylaws.

(c) An electronic mail or other electronic transmission to an Owner or Member is not considered delivered and effective if the Association's transmission to the Owner or Member fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Owner or Member becomes known to the person responsible for sending the transmission. If the electronic mail or other electronic transmission is not delivered or effective, the Association will deliver the notice or other communication to the Owner or Member by one of the methods identified in Section 15.2 above.

(d) Any Owner or Member who has not given the Association written consent to use electronic mail or other transmission technology will receive notices, including any notice of delinquency of any payment due, by one of the methods identified in Section 15.2 above.

ARTICLE XVI

GENERAL PROVISIONS

Section 16.1 - Enforcement. In addition to the provisions of Article XII above, the Association and any Owner has the right to enforce, by any proceeding at law or in equity, the restrictions, conditions, covenants, reservations, liens, and charges now or in the future imposed by the provisions of this Declaration and the Bylaws. All remedies specified in this Declaration and the Bylaws are non-exclusive and in addition to any other remedies available in law or equity.

Section 16.2 - Enforcement by City or County. The City and the County have the right to go into any court of equity with jurisdiction over the Property and, in addition to any claim for Assessments established herein, require the correction or performance of any duty set forth in this Declaration.

Section 16.3 - Headings. The heading to each Article and each Section is inserted only as a matter of convenience and reference and in no way defines, limits, or describes the scope of intent of this Declaration or the Bylaws, nor in any way affects this Declaration or the Bylaws.

Section 16.4 - Plural Owners. If any Owner holds title to a Lot as a joint Tenant, Tenant-in-common, Tenant by the entirety, or in any other manner with one or more other Persons (referred to as a “co-Owner”), the signature of any one of the co-Owners is binding upon and is effective as an authorization from all of the other Owners of the Lot. In addition, the vote cast at any Association meeting by one co-Owner is binding upon and is effective as an authorized vote from all of the co-Owners of the Lot, unless another co-Owner objects at the meeting in which event the Majority of the Ownership Interest of the Lot prevails. If co-Owners own 50 percent of the Ownership Interest, then no vote will be counted for the Ownership Interest.

Section 16.5 - Waiver of Damages. Neither the Association, nor any Director, officer, employee, agent, or successor or assign of the Association, is liable for any claim or damage whatsoever arising out of or by reason of any actions performed in accordance with any authority granted or delegated to them or any of them by or under this Declaration, except in the case of willful misconduct or gross negligence. This waiver includes all claims for or arising by reason of the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of the Board or the Association itself, the Board, or their respective agents, employees, guests, Tenants, invitees, and servants, or by reason of any neighboring property or personal property located on or about the Property.

Section 16.6 - Signature Requirements. In accordance with the Board’s decision, any requirement for a signature under this Declaration or the Bylaws may be satisfied by a digital signature meeting the requirements of Ohio and federal law when applicable.

Section 16.7 - Provisions Run with Pioneer Ridge Land; Binding Effect. All of the easements, covenants, conditions, and restrictions that are imposed upon, granted, or reserved in this Declaration (including payment of Assessments) constitute covenants, conditions, restrictions, and easements running with the land and inure to the benefit of and are binding upon the parties hereto and every subsequent transferee of all or any part thereof, including grantees, Tenants and Owners and their respective heirs, executors, administrators, personal representatives, successors and assigns. Each grantee accepting a deed or Tenant accepting a lease (whether oral or written) who conveys any interest in any portion of a Lot, whether or not the same incorporates or refers to this Declaration,

covenants for themselves, their heirs, personal representatives, successors and assigns to observe, perform, and be bound by the provisions of this Declaration.

Section 16.8 - Waiver. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration, the Bylaws, or the Rules and Regulations are deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 16.9 - Severability. The invalidity of any covenant, restriction, condition, limitation, or any other provisions of this Declaration, or the Bylaws, or of any part of the same, does not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration or the Bylaws.

Section 16.10 - Duration. The easements, covenants, conditions, and restrictions created by this Declaration or the Bylaws are and will be perpetual, unless amended in accordance with the provisions of Declaration Article XIII above.

Section 16.11 - Agreements Binding. All agreements and determinations lawfully made by the Association, through the Board, in accordance with the procedures established in this Declaration and the Bylaws are binding on all Owners and Occupants, and their respective heirs, executors, administrators, successors, and assigns.

Section 16.12 - Construction. The following items apply to this Declaration and to the Bylaws.

(a) Wherever the masculine singular form of the pronoun is used, it will be construed to mean the masculine, feminine, or neuter, singular or plural, as the context requires.

(b) The word “will” indicates a mandatory obligation to do or not do a given action; the word “will” meaning the same as “must,” “shall,” or “is required to,” unless specifically provided for otherwise in the context it is used.

(c) The words “they,” “their,” “them,” and the like are used as both plural and singular pronouns, which include and encompass the singular “he,” “she,” “his,” “her,” “him,” and the like.

(d) The words “include,” “includes,” and “including” mean “including but not limited to,” “including, without limitation,” and any other similar variation of the phrases.

Section 16.13 - Scrivener’s Corrections. Scrivener reserves unto itself the right to make corrections or changes in this Declaration and any of the attached Exhibits, which arise due to typographical mistakes or scrivener errors. The changes may be made by Scrivener despite the fact it does not own 50 percent of the interest of the Association’s voting power; but may only be done if the changes do not materially affect the Ownership Interest of anyone else. The changes must otherwise be in accordance with Article XIII above or Bylaws Article IX.

Section 16.14 - Interpretation. The provisions of this Declaration, and the attached Exhibits, must be liberally construed to effectuate their purpose of creating a uniform plan for the establishment and operation of a first-class community. However, the language used will not be strictly construed against the Association, the Board, or any Owner. The Association or the DRC, where specifically authorized to act, will have the right to construe and interpret the provisions of this Declaration, and, in the absence of any adjudication by a court of competent jurisdiction to the contrary, the Association’s or the DRC’s construction and interpretation will be final and binding as to all Persons or property which benefit from or which are bound by the provisions. Any conflict between any construction or interpretation of the Association or the DRC, and that of any Person or entity entitled to enforce the provisions will be resolved in favor of the construction or interpretation by the Association or DRC.

EXHIBIT A

LEGAL DESCRIPTION

See Exhibit A of the Declaration of Covenants, Conditions, Restrictions and Easements of Pioneer Ridge recorded at Lorain County Records, Instrument No. 2005111477 on or about November 5, 2005.

See Exhibit A of the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Pioneer Ridge recorded at Lorain County Records, Instrument No. 2006146411, on or about June 1, 2006.

See Exhibit A of the Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Pioneer Ridge recorded at Lorain County Records, Instrument No. 2006-0169408, on or about October 6, 2006.

See Exhibit A of the Fourth Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Pioneer Ridge recorded at Lorain County Records, Instrument No. 2010-0323501, on or about January 26, 2010.

See Exhibit A of the Fifth Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Pioneer Ridge recorded at Lorain County Records, Instrument No. 2011-0364553, on or about February 16, 2011.

See Exhibit A of the Sixth Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Pioneer Ridge recorded at Lorain County Records, Instrument No. 2012-0402785, on or about February 22, 2012.

See Exhibit A of the Eighth Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Pioneer Ridge recorded at Lorain County Records, Instrument No. 2014-0494493, on or about February 6, 2014.

See Exhibit A of the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of Pioneer Ridge recorded at Lorain County Records, Instrument No. 2014-0521956, on or about October 10, 2014.

EXHIBIT B

DRAWINGS

See the Plat Map for Pioneer Ridge Subdivision No. 1 recorded at Lorain County Records, Volume 84, Page 63 et seq. on or about March 29, 2005.

See the Plat Map for Pioneer Ridge Subdivision No. 2 recorded at Lorain County Records, Volume 85, Page 37 et seq. on or about May 20, 2005.

See the Plat Map for Pioneer Ridge Subdivision No. 3 recorded at Lorain County Records, Volume 88, Page 38 et seq. on or about March 9, 2006.

See the Plat Map for Pioneer Ridge Subdivision No. 4 recorded at Lorain County Records, Volume 88, Page 49 et seq. on or about March 22, 2006.

See the Plat Map for Pioneer Ridge Subdivision No. 5 recorded at Lorain County Records, Volume 89, Page 67 et seq. on or about July 5, 2006.

See the Plat Map for Pioneer Ridge Subdivision No. 6 recorded at Lorain County Records, Volume 93, Page 42 et seq. on or about February 20, 2008.

See the Plat Map for Pioneer Ridge Subdivision No. 7 recorded at Lorain County Records, Volume 95, Page 61 et seq. on or about December 4, 2009.

See the Plat Map for Pioneer Ridge Subdivision No. 8 recorded at Lorain County Records, Volume 96, Page 50 et seq. on or about January 18, 2011.

See the Plat Map for Pioneer Ridge Subdivision No. 9 recorded at Lorain County Records, Volume 97, Page 29 et seq. on or about February 7, 2012.

See the Plat Map for Pioneer Ridge Subdivision No. 10 recorded at Lorain County Records, Volume 98, Page 75 et seq. on or about July 12, 2013.

See the Plat Map for Pioneer Ridge Subdivision No. 11 recorded at Lorain County Records, Volume 98, Page 78 et seq. on or about July 12, 2013.

See the Plat Map for Pioneer Ridge Subdivision No. 12 recorded at Lorain County Records, Volume 99, Page 98 et seq. on or about May 20, 2014.