

2021-00004213

KIND: COVENANTS AND RESTRICTIONS
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CLINTON COUNTY, OHIO
TANYA K. DAY RECORDER

Protective Covenants and Restrictions

for

Todds Fork Reserve

Exhibit A

1. **Duration of Restrictions**

These covenants and restrictions are for the benefit of the lot owners and shall remain in full force and effect, unless a super majority, seventy-five percent (75%) or more, of the then lot owners in the subdivision vote to make any changes, amendments, additions or cancellations to any or all of these deed restrictions. Each lot owner shall receive 1 vote per lot, regardless of how many owners appear on the deed of each lot.

2. **Land Use**

- a. All lots comprising Todds Fork Reserve shall be used exclusively for single-family, private residence purposes, unless otherwise identified as public or private open space.
- b. All lot owners are required to start construction within three (3) years of the closing date of the initial purchase of the lot unless given variance by Developer.
- c. All construction on any Lot must be completed, once commenced, within twelve (12) months. The other owners of the development shall have the right, either individually or collectively, to remove from the Lot any building not completed within eighteen (18) months, provided the Owner(s) of the Lot is not proceeding with reasonable diligence to complete construction of the same. Developer, or after it is turned over, Home Owner's Association (Association) shall have the final, unappealable decision as to what constitutes a reasonable diligence to complete construction. The Owner(s) of the Lot, by acceptance of this deed, consents in advance to such removal and shall pay on demand the costs thereof, which costs shall be deemed to be a lien on the Lot from the date such removal is commenced.
- d. No lot shall hereafter be subdivided into parcels for additional residential purposes.

3. **Architectural Control**

- a. No buildings, structures or other improvements of any kind shall be erected or placed on any lot of this subdivision without prior written approval by Developer or the Association. All building plans, site plans, specifications showing the nature, kind, shape, color, height, materials and location of the same must be submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by Developer.
- b. No additional buildings, structures, or other improvements of any kind, including but not limited to, driveway modifications etc., shall be placed on any lot without the prior written approval from the Clinton County Engineer's Department.
- c. The Developer or his assigns shall approve or disapprove design plans, etc. within fifteen (15) days of submission by builder. In the event Developer fails to approve or disapprove such design and location within fifteen (15) days after said plans and specifications have been submitted, the plans will be deemed in full compliance and approved. Developer approval or disapproval decisions are final and not subject to any challenge or appeal.

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- d. Developer, at its sole discretion, has the right to approve or disapprove any proposed builder for the construction of a single-family residence and/or accessory buildings. Builders must have prior experience, a reputation of quality workmanship and willingness to perform work according to deed restrictions in order to be approved. Developer's approval shall be obtained prior to commencement of any construction on the Lot. Prior approval of Builder on a separate Lot does not represent approval of Builder on any subsequent or future lot. Developer approval or disapproval of the above matters is final and not subject to any challenge or appeal.
- e. Developer or its assigns shall not be liable to any owner or any other party for any loss, claim, or demand asserted on account of their management of these restrictions and the performance of their duties hereunder, nor any failure or defect in such administration hereunder.
- f. Developer shall have the authority to grant reasonable variances from the design requirements. No variance shall materially adversely affect any other part of Todds Fork Reserve. Developer's decision is final and not subject to any challenge or appeal.

4. Dwelling Size

- a. The total floor area of a Dwelling constructed on any Lot shall not be less than eighteen hundred (1,800) square feet of finished living area for a one-story home and not less than twenty-six hundred (2,400) square feet of finished living area for a two-story home. For purposes of computing such minimum square footage, the square footage of the basement, garage, attic, porches and decks shall not be considered.
- b. All garages shall be attached to the Dwelling and have space for a minimum of two (2) cars but not more than four (4) cars. No garage door entries shall be located facing the front, roadside of the Lot. Only side and rear entry doors of garages for ingress and egress shall be allowed, unless otherwise approved by Developer.

5. Dwelling Materials

- a. All foundation walls shall be constructed of poured concrete.
- b. Exterior siding shall be brick, stone, dryvit, pre-primed Cedar or Lap siding (such as Hardiboard or Smart Siding), or other natural materials approved by Developer.
- c. Aluminum shall not be permitted in the subdivision. Vinyl siding is not permitted; however, vinyl soffit & fascia is acceptable. The roof pitch on any residence shall be a minimum of 6/12.
- d. Roofing materials shall be three-dimensional shingles or metal. Three (3) tab standard shingles shall not be permitted.
- e. All driveways shall be concrete, brick pavers, chip and seal, or asphalt and shall be completed within nine (9) months after owner occupancy.
- f. All driveway culverts shall be required to follow size requirements as stated by Clinton County.
- g. Each Lot must have an individual lamppost with an electric eye control at each driveway and shall remain lit during all hours of darkness. All individual lampposts shall be the same throughout the subdivision as approved by Developer.
- h. Satellite receivers shall be prohibited on the roadside front or side yards of homes. Such devices shall only be installed in the rear yard of the home or on the home hidden from roadside view.

- i. No above ground propane tanks shall be permitted on any Lot. Small propane canisters, less than 100 gallons, shall only be permitted if they are hidden from roadside view and are permanently screened from view.

6. Detached Buildings

- a. Each lot can have a maximum of two (2) accessory buildings that are a minimum of six hundred (600) square feet each.
- b. The design plans of the detached building structure must be submitted to the Developer for approval prior to commencement of construction. The structure shall be architecturally and aesthetically compatible with the main resident building on the same Lot. No construction of detached building(s) shall be commenced on any Lot prior to the construction of the main residence unless approved by the Developer. Developers approval or disapproval is final and not subject to any challenge or appeal.
- c. If detached building(s) is/are approved by the Developer to be constructed prior to the commencement of the main residence, the main residence plans must also be submitted to Developer to ensure harmony of exterior design and location in relation to surrounding structures and topography by Developer. Developers approval or disapproval is final and not subject to any challenge or appeal.
- d. The installation of portable sheds shall be prohibited.

7. Setback Lines

All Dwellings on a Lot shall have a minimum building setback of one-hundred five (105) feet back from the existing right-of-way and not closer than twenty-five (25) feet from any side property line. Variances of these setback requirements shall be in compliance with the Clinton County Zoning Department and are subject to approval by Developer. Developer's approval or disapproval is final and shall not be subject to challenge or appeal.

8. Easements

The Owners of all lots in the subdivision shall be required to maintain storm water drainage ways in accordance with the drainage easements so that the normal flow of water shall have no interference. All Lot Owners shall indemnify and hold Developer and his assigns harmless from any liability or damages as a result of altering the existing drainage path on a lot. The title holder of the Lot in the subdivision shall become responsible for all the road side ditch maintenance, bale blocking, sedimentation problems, etc. Builders and Owners shall be responsible to restore and seed the ditch areas disturbed due to the construction activity on their lot and agrees to pay any bills sent by the Developer or his assigns for the cost of such restoration and/or seeding.

9. Temporary Structures

No structure of temporary character, including but not limited to, trailers, tents, shacks, garages, barns or other outbuildings shall be used on any Lot at any time as a residence, either temporary or permanently. Storage trailers or sheds shall be permitted for Builders solely during construction periods.

10. Swimming Pools

No above ground swimming pools shall be constructed on any Lot.

11. Landscaping

- a. Landscaping requirements include a minimum of two (2) front yard shade trees (2" or larger in diameter) and a minimum of five (5) other trees or shrubs planted in the yard and have the foundation of the home facing the roadway landscaped.
- b. All sod, seed, trees, and shrubs must be installed prior to the closing out of the construction loan, or adequate escrow to ensure completion of landscaping and must be agreed upon by Builder and lending institution. All landscaping, including seeding must be completed to minimum requirements within six (6) months of occupancy.

12. Fences, Walls and Hedges

- a. Walls or fences erected on any lot shall be ornamental in character and the plans shall be first approved by Developer as set forth herein and above and shall not exceed four (4) feet in height. The height limitation shall not apply to fences around swimming pools. Developers decision is final and shall not be subject to challenge or appeal.
- b. Fences shall not be permitted in the front roadside yard. Fences shall only be allowed in the rear or side yards. Chain link fences of any kind are strictly prohibited.

13. Signs

- a. No signs of any kind shall be displayed to the public view on any lot except one sign not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sale period, which signs shall conform to sizes allowed by the then current zoning ordinances. This provision does not prohibit street signs and subdivision signs.
- b. No signs shall remain in front of a newly constructed residence for more than sixty (60) days after an occupancy permit is issued for the residence and the residence is occupied.
- c. No additional signs of any kind shall be allowed on a building site, including but not limited to, financing signs, subcontractor signs, supplier signs, etc. It shall be the responsibility of the Builder to inform all subcontractors and suppliers of this restriction and enforce compliance to refrain from erecting any of those signs.

14. Parking of Vehicles

- a. No worn out, discarded automobiles, machinery or vehicles, or parts thereof shall be stored on any Lot and no part shall be used for automobile junk piles or the storage of junk materials.
- b. Boats, trailers, recreational vehicles, jet skis, vans, vehicles to be restored or vehicles not used on a regular bases, or other similar items shall be kept free from public view and must be parked within a garage or screened parking area.
- c. Temporary storage of boats and trailers while in the state of transfer, etc. shall be permitted for no more than ten (10) days.

15. Garbage, Rubbish and Construction Waste

- a. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and the same shall not be kept, except in sanitary containers.

- b. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
- c. When the home is complete, all containers shall be removed from public view within twenty-four hours of being emptied by the waste contractor or removal service.
- d. Builders and Owners of Lots shall be responsible for cleaning and removal of mud or debris on the streets caused during construction and may be billed by Developer for the cost of such cleanup and/or removal.

16. Prohibited Activity

- a. No offensive odors, noises, or unsightly nuisances shall be permitted on any Lot of this subdivision which is construed by Developer or Association to be detrimental to the neighborhood.
- b. Developer or Associations decisions shall be final and not subject to any challenge or appeal.

17. Animals/Pets

- a. No animals or livestock of any kind shall be kept on any lot in the subdivision except dogs, cats or other domestic household pets.
- b. No animals shall be allowed to be kept, bred, boarded or maintained on any Lot for any commercial purpose.
- c. No Lot shall keep more than five (5) household pets. Owners shall take such measures as necessary to prevent their pets from straying onto other Owner's Lots.

18. Final Decisions

- a. Under any provision of these protective covenants or protections herein, Developer or Association determinations or decisions are final and binding.
- b. No challenge or appeal shall be permitted.

19. Severability

Invalidation of any one (1) or more of these covenants, conditions, restrictions or easements by a court order shall not in any way affect any other provisions which shall remain in full force and effect.

20. Enforcement

- a. It shall be lawful for Developer or any other person or persons owning any real property situated in Todds Fork Reserve to prosecute any proceedings at law or in equity against the person or persons violating any covenant or restriction herein contained and either to prevent him, it or them from doing, or to recover damages or other dues from such violation.
- b. The restrictions set forth herein may be amended by recording a written amendment which was agreed upon by at least seventy-five percent (75%) of the then Owners of the Lots shown hereon and Developer.
- c. Developer shall maintain the right to amend these restrictions while in title of a minimum of fifty percent (50%) of the Lots.

21. Developer's Rights

Developer reserves the right and power to amend these Covenants and Restrictions and to execute any and all documents deemed necessary by Developer to conform to

its present or future development plans, to correct typographical and drafting errors, to conform to the requirements of any lending institution, and to make any future requirements and covenants as to Todds Fork Reserve, which the Developer believes to be in the best interest of the development as long as such amendment does not unduly restrict Owners' development or marketable rights.

In witness whereof, Developer, G & L Development, LLC, has caused this instrument to be executed this 19th day of July, 2021 at Wilmington, Clinton County, Ohio.

DEVELOPER:

G & L Development, LLC

By: *B. Grant Webb*

B. Grant Webb, Member

STATE OF OHIO, COUNTY OF CLINTON, ss.

Before me, a Notary Public in and for said County and State, personally appeared the above named B. Grant Webb, a member of, Developer, G & L Development, LLC, who acknowledged that he did sign the foregoing Protective Covenants and Restrictions on behalf of G & L Development, LLC, and that the same was his voluntary act and deed.

WITNESS my official signature and seal on this 19th day of July, 2021, at Wilmington, Clinton County, Ohio.



KAITLIN L. WILKIN
Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My Commission Has No Expiration Date
Section 147.03 O.R.C.

[Signature]

Notary Public

THIS INSTRUMENT PREPARED BY: Peelle Law Offices Co., L.P.A., Attorneys at Law, Wilmington, Ohio, 45177 (KLW)

Declaration of By-Laws

for

Todds Fork Reserve Homeowners' Association

I. Definitions

- 1) Association – shall be the abbreviated name of the Todds Fork Reserve Homeowners' Association, a not-for-profit organization.
- 2) Developer - refers to G & L Development, LLC
- 3) Lot Owner(s) – refers to the individuals or entities who are named on the deed for the lot.
- 4) Board of Trustees – Administrative authority of the Association comprised of three (3) Lot Owners.
- 5) Annual Assessment – refers to the Homeowners' Association dues owed by each Lot Owner every year.
- 6) Annual Meeting – Yearly meeting to determine the election of Trustees and other yearly concerns with notice given to each Lot Owner for their attendance.
- 7) Protective Covenants and Restrictions – refers to the Protective Covenants and Restrictions for Todds Fork Reserve recorded in the Official Records of Clinton County, Ohio and agreed upon by each Lot Owner upon the purchase and signing of their deeds.
- 8) Lots – refers to the specifically platted lots filed in the Official Records of Clinton County, Ohio as of the signing of this document.
- 9) Organizational Documents – refers to the Articles of Incorporation, etc. that makes the Association an official business operating within the State of Ohio.
- 10) Nominating Committee – shall consist of a chairman, who is a member of the Board of Trustees, and two (2) or more members of the Association.
- 11) Common Areas and Facilities – refers to any and all areas or facilities within Todds Fork Reserve that are not solely owned by any one Lot Owner, but rather shared for the general use and enjoyment of all Lot Owners.
- 12) Officers of the Association – refers to the President, Secretary and Treasurer of the Association as appointed by and from the Board of Trustees.

II. Organization

- 1) The Association shall be an Ohio not-for-profit corporation and shall be called "Todds Fork Reserve Homeowners' Association. The Association will operate as the homeowners' association that will provide maintenance, management and control of common areas & easements.
- 2) The initial director of the Association shall be Developer, until a time that Developer turns over the management to the Association. At any time before Developer has sold one-hundred percent (100%) of the currently platted Lots, plus any additional Lots that may be platted and added to the current subdivision, if any, the Developer may turn over control of the Association to the then current owners of the Lots.
- 3) Developer shall turn over control of the Association within one-hundred eighty (180) days after Developer has sold all Lots on the Property if Developer has not already turned over such control.

- 4) Developer shall be entitled to add additional platted Lots and adjacent land to the subdivisions and subject such additional Lots and adjacent land acquired by Developer to this Declaration of By-laws, either by subsequent amendment to the Declaration of By-laws or an amendment or plat that expands Todds Fork Reserve by adding additional lots or lands that is executed and filed by Developer in the Official Records of Clinton County, Ohio at any time prior to turnover of such additional lots without the consent of any persons who are Lot Owners at the time.

III. Insurance

- 1) The Association shall obtain and maintain a comprehensive policy of liability insurance covering the Common Areas and Facilities insuring the Association, Trustees, Officers and Lot Owners, in an amount of not less than five hundred thousand dollars (\$500,000.00), per occurrence for personal injury and or property damage.
- 2) In addition, the Association may obtain and maintain casualty insurance, Trustees' and Officers' liability insurance as the Board of Trustees deems appropriate from time to time.

IV. Membership

- 1) Each Lot Owner, upon acquisition of title of a Lot, shall automatically become a member of the Association. Membership shall terminate upon the sale or any other disposition by such member of the owned Lot, at which time the new Lot Owner shall automatically become a member of the Association.
- 2) The Owners of Each Lot shall receive one vote per lot during Association meetings.

V. Administration

- 1) The administration of the Association shall be in accordance with the provisions of the Organizational Documents that are established when the Association is formed.
- 2) Until Developer has sold all Lots in Todds Fork Reserve, including any additional Lots or lands acquired and incorporated herein, Developer shall be empowered to appoint a majority of the members of the board of trustees of the Association.
- 3) Prior to turnover, Developer may arrange for management of the Association on a contract not to exceed the term of one year.
- 4) During the development period, the powers, rights, duties and functions of the Association shall be exercised by a board of trustees selected by Developer.
- 5) Developer's decisions under this section shall be final and not subject to any challenge or appeal.
- 6) Developer reserves the right to relinquish such right to control at any time.

VI. Records of the Association

- 1) The Association shall keep full and correct accounting records.
- 2) The Association shall make available to all Lot Owners and holders of all first mortgages on Lots, current copies of the books, records and financial statements of the Association upon reasonable request.
- 3) All funds collected by the Association through this Declaration of Bylaws shall be held and used solely for the benefit of the Association and Lot Owners.

VII. Meetings of the Association

- 1) Place of Meetings. Meetings of the Association shall be held at a suitable place convenient to the members as may be designated by the Board of Trustees of the Association within Adams Township, Clinton County, Ohio or as convenient thereto as possible and practical.
- 2) Annual Meetings. The first meeting of the Association shall be held by Developer as soon as practical after the incorporation of the Association. From then on, an Annual Meeting to discuss the Annual Assessments, election of Trustees to the Board and other important yearly decisions shall be established by the Association upon turnover by Developer.
- 3) Special Meetings.
 - a. The President may call special meetings.
 - b. In addition, it shall be the duty of the President to call special meetings of the Association if so directed by a resolution of a majority quorum of the Board of Trustees, or a written petition signed by as least thirty-three percent (33%) of the total votes of the Association.
 - c. The notice of special meetings shall state the date, time, and place of such meeting and the nature of the business to be transacted thereof.
 - d. No business shall be transacted at special meetings except the business as stated in the notice.
- 4) Notice of Meetings.
 - a. It shall be the duty of the Secretary to mail or cause to be delivered to the Owner of record of each Lot a notice of each annual or special meetings of the Association stating the purpose of the special meetings, as well as the time and place where it is to be held.
 - b. If a Lot Owner wishes notice to be given at an address other than Lot Owner's Lot in Todds Fork Reserve, Lot Owner shall designate such address by written notice to the Secretary.
 - c. The mailing or delivering of a notice of a meeting in the manner provided in this Section shall be considered service of notice.
 - d. Notices shall be served not less than ten (10) nor more than sixty (60) days before a meeting.
- 5) Waiver of Notice.
 - a. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice.
 - b. Any member may, in writing, waive notice of any meeting of the members, either before or after the holding of such meeting.
 - c. Attendance of any member at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by the member of such meeting.
- 6) Adjournment of Meetings.
 - a. Association or Developer may adjourn a meeting to a time not less than five (5) nor more than thirty (30) days form the time the original meeting was called.
 - b. At such adjourned meeting, any business which might have been transacted at the meeting originally called may be transacted.
 - c. If a time and place of the adjourned meeting are not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned

meeting shall be given to members in the manner described in Article VII, Section 4 above.

- 7) Continued Business. Those present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of members required to constitute a quorum.
- 8) Voting Rights.
 - a. Each Lot shall have one vote.
 - b. If only one of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot.
 - c. If more than one of the Owners is present, the vote allocated to that Lot may only be cast in accordance with the agreement of a majority interest of the Owners.
 - d. There is a majority agreement if any one of the Owners casts a vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of that Lot.
 - e. The Association may adopt rules regarding deadlocks.
 - f. No votes allocated to a Lot owned by the Association may be cast.
 - g. Voting at elections and votes on other matters may be conducted by mail.
- 9) Proxies.
 - a. A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner.
 - b. If a Lot is owned by more than one person or an entity, each Owner of the Lot may register protest to the casting of the vote by the other Owners of the Lot through a duly elected proxy.
 - c. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over the meeting of the Association.
 - d. A proxy is void if it is not dated or purports to be revocable without notice.
 - e. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time.
 - f. If a first mortgagee has been designated by a proxy under the terms of a first mortgage covering the Lot, its presentation to the Board of a copy of the mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation.
 - g. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken.
 - h. Each proxy shall automatically cease upon conveyance of the Lot.
- 10) Majority of Owners. As used in these Bylaws, the term majority shall mean those votes, Owners, members or other group as the context may indicate totaling more than fifty percent (50%) of the total number.
- 11) Quorum. Except as otherwise provided in these Bylaws, those members present in person or by proxy shall constitute a quorum at all meetings of the Association.
- 12) Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transactions occurring thereat.

- 13) Action Without a Meeting. Any action which may be authorized or taken at a meeting of the members, except the election of Trustees to the Board of Trustees, may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by not less than a majority of the members. Any such writings shall be entered into the minute book of the Association.
- 14) Removal of a Trustee from Office.
 - a. Removal of a Trustee from Office shall only be done in a special meeting after the signatures of a super majority of members have signed a petition for his or her removal.
 - b. A super majority of members shall be determined to be comprised of seventy-five percent (75%) of the Lot Members at that time.
 - c. At the special meeting of the Association for the removal of the Trustee from office, a hearing shall be conducted where the named Trustee shall have an opportunity to defend him or herself and where the super majority may elect two representative members to present their issues to the full quorum.
 - d. Each side will be given 15 minutes to present their perspectives, uninterrupted.
 - e. Any time interrupted shall be added on to the remaining 15 minutes and any serious interrupter shall be removed from the meeting.
 - f. Members shall then have the opportunity to ask questions of each side for an additional 15 minutes.
 - g. The meeting shall conclude with the casting of secret written ballots to either remove the Trustee from Office or keep him or her in office. The removal shall only be effective upon a vote of seventy-five percent (75%) or more of the members for removal of the Trustee.

VIII. Governing Body of Association

- 1) Except otherwise provided by law and the Articles of Incorporation and the authorities expressly given to Developer in this Declaration of By-laws, the authority exercised by the Association shall be under the direction of the Board of Trustees.
- 2) Number and Qualification of Trustees.
 - a. The Board of Trustees shall consist of three (3) persons or representatives of entities, as chosen initially by Developer from the then known Lot Owners at the time of the creation of the Association and turnover.
 - b. Developer's decision as to the initial makeup of the Board of Trustees is final and will not be subject to challenge or appeal.
 - c. Trustees must be Lot Owners, which can include persons, a managing member of an LLC, a trustee of a Revocable Living Trust, or other entity exercising ownership of a Lot. No person or entity or his or her relative may serve on the Board at the same time.
- 3) Election of Trustees
 - a. With the exception of the first Board of Trustees chosen by Developer, Trustees shall be elected at each Annual Meeting of members of the Association or at a special meeting called for the purposes of electing trustees.
 - b. Nominations for election to the Board of Trustees shall be made by the Nominating Committee appointed by the Board at each Annual Meeting of the members of the Association to serve from the close of such Annual Meeting until the close of the next Annual Meeting.

- c. The Nominating Committee shall make as many nominations for election to the Board as it shall determine, in its sole discretion, but shall not nominate any less than the number of vacancies or terms to be filled.
 - d. All candidates, once nominated, shall have a reasonable opportunity to communicate their qualifications to the members of the Association and to solicit votes.
 - e. The Board shall have the power to adopt rules and regulations in regard to the manner and time in which candidates may solicit and communicate with members of the Association.
 - f. At the meeting to elect Trustees only nominated candidates shall be eligible.
 - g. The candidate(s) with the most votes to fill a vacancy shall be elected.
 - h. Election as a Trustee to the Board shall be by secret written ballot and at such elections, members or their proxies may cast, in respect to each vacancy, one vote.
- 4) Terms of Office; Resignations
- a. Except as those Trustees appointed by Developer, each Trustee shall hold office for a term of (2) years and until his or her predecessor is elected, or until his or her earlier resignation, removal from office or death.
 - b. Terms of Trustees shall be staggered with one (1) Trustee being elected in odd numbered years, and two (2) Trustees being elected in even numbered years.
 - c. The initial terms of the Trustees appointed by Developer shall be adjusted to carry out this intent.
 - d. Any Trustee may resign at any time by oral statement to that effect being made at a meeting of the Board of Trustees or in writing to that effect delivered to the Secretary of the Association. Such resignation shall take effect immediately or at such other time as the Trustee may specify.
 - e. In the event of the death or resignation of a Trustee, his or her successor shall be selected by the remaining members of the Board of Trustees and shall serve for the unexpired term of the predecessor.
- 5) Compensation
- Board of Trustees shall serve without compensation, except that they may be reimbursed for actual expenses incurred on behalf of the Association.
- 6) Officers of Board of Trustees
- a. The officers of the Association shall be a President, Secretary and Treasurer. The Board of Trustees may appoint other such officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable.
 - b. The duties and responsibilities of the officers of the Association shall be determined by the Board of Trustees.
 - c. The President and Secretary must be appointed from the members of the Board of Trustees.
 - d. Any two or more offices may be held by any one person with the exception of the President and Secretary, which must be two different Trustees from the Board.
 - e. All other officers may be appointed from the membership of the Association.

7) Board of Trustee Meetings.

- a. The first meeting of the Members of the Board of Trustees following each Annual Meeting shall be held within ten (10) days of the Annual Meeting at such and time and place to be determined by the Trustees.
- b. Regular meetings shall be held at such a time and place as shall be determined by the Board of Trustees but shall be no less than four (4) quarterly meetings each fiscal year.
- c. Special Meetings shall be held when called for by written notice signed by the President, Secretary or any two (2) Trustees of the Association. Notice shall be given to all Trustees of the specific time, place and nature of the business to be discussed at the special meeting.

8) Notice of Meetings and Waivers

- a. Notice of the time and place of each meeting of the Board of Trustees, whether regular or special, shall be given to each Trustee by one of the following methods:
 - (1) Personal delivery
 - (2) Written notice by first class mail, postage prepaid
 - (3) Telephone communication directly to the Trustee
 - (4) Telegram or cablegram, charges prepaid
- b. All such notices shall be given or sent to the Trustee's address or telephone number as shown in the records of the Association. It is each Trustee's responsibility, upon election, that the Association has their current contact information including their address and telephone number.
- c. Notice sent by first class mail shall be deposited into a United States mailbox, at least four (4) days before the time set for the meeting.
- d. Notices given by personal delivery, telephone contact, telegraph or cablegram company shall be given no later than at least seventy-two (72) hours before the time set for the meeting.
- e. Any Trustee may, in writing, waive notice of any meeting of the Board of Trustees either before or after the holding of such meeting. Such writing shall be entered into the minutes of the meeting.
- f. Waiver of notice of meetings of the Board of Trustees shall be deemed the equivalent of proper notice.
- g. Attendance of any Trustee at any meeting without protesting, prior to or at the commencement of the meeting, shall constitute a waiver by that Trustee of proper notice of that meeting.

9) Quorum of the Board of Trustees.

- a. At all meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business, and the votes of a majority of the Trustees present at a meeting at which a quorum is present shall constitute the decision of the Board.
- b. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of the Trustees, if any action taken is approved by at least a majority of the required quorum for that meeting.
- c. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting.
- d. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

10) Conduct of Meetings.

The President shall preside over all meetings of the Board of Trustees, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transactions that occur at the meeting.

11) Open Meetings.

All meetings of the Board of Trustees shall remain open to all members of the Association, but members other than Trustees may not participate in any discussion or deliberation unless expressly authorized to do so by a majority of the quorum of the Board of Trustees.

12) Executive Sessions.

The Board may, with approval of a majority of the quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, or orders of business of a similar sensitive nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

13) Action Without a Meeting.

- a. Any action which may be authorized or taken at a meeting of the Board of Trustees may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by all Trustees.
- b. Any such writing shall be entered into the minute book of the Association.
- c. An explanation of the action taken shall be posted at a prominent place or places within Todds Fork Reserve within three (3) days after written consents of all the Board members have been obtained.

14) Voting by Trustees.

- a. A Trustee who is present at a meeting of the Board or any committee meeting when corporate action is taken shall be deemed to have assented to the action taken unless:
 - (1) He or she objects at the beginning of the meeting (or promptly upon arrival) to holding it or transacting business at the meeting;
 - (2) His or her dissent or abstention from the action taken is entered in the minutes of the meeting; or
 - (3) He or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Association immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a Trustee who votes in favor of the action taken.

IX. Annual Assessment

- 1) An Annual Assessment shall hereby be established for the benefit of the Lot Owners of Todds Fork Reserve which shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of Todds Fork Reserve and to enforce the Protective Covenants and Restrictions for Todds Fork Reserve.
- 2) The Annual Assessment shall be assessable for future maintenance, upkeep, repair, and replacement of such improvements to the extent the improvements are not assessable to public or governmental authorities.
- 3) The Annual Assessment shall also include, without limitation, the expenses for maintenance of the front entrance landscaping and lighting, street scape landscaping maintenance, cluster mailbox maintenance, insurance premiums,

operation costs, management of the Association, golf cart path, fees for legal and accounting services and mailing and postage.

- 4) The Developer or the Association shall budget for the current year's projected costs for landscaping, watering, maintenance and upkeep, snow plowing, repair, cleaning, insurance, taxes, management fees, organizational costs, legal costs for the enforcement of the Protective Covenants and Restrictions of Todds Fork Reserve and any other costs reasonably foreseeable by Developer or the Association. The Developer and Association shall determine what costs are reasonably foreseeable and their determination shall be final and not subject to challenge or appeal.
- 5) Developer and/or Association shall also build up and maintain a reasonable contingency reserve fund that shall help assist costs for the periodic maintenance, repair, and replacement of the Front entrance and other Common Areas and Facilities not assigned to a specific Lot.
- 6) Annual Assessment funds shall be three-hundred dollars (\$300.00) per Lot. This amount is subject to change based on the reasonably foreseeable costs for the Association each year. Developer or Association shall make the determination of the amount necessary for its annual budget, which in turn shall determine the Annual Assessment due for each Lot Owner, no later than January 15th for the proceeding year. Notice of change to the Annual Assessment shall be given to each Lot Owner by February 15th of the current year, regarding the amount due on the next Annual Assessment. Lot Owners shall then have until March 15th of the current year to pay their Annual Assessment dues for the next year.
- 7) Failure of the Association or Developer to meet the time deadlines imposed herein shall have no effect on the obligation of owners to pay their proportionate share of the Annual Assessment when determined.
- 8) If the Association or Developer determines that the funds gathered from each Lot Owner's Annual Assessment is or will be inadequate to cover any and all costs described herein, the Association may adjust the amount of the Annual Assessment at that time and give written notice to Lot Owners not less than twenty (20) days prior to the effective date of the adjustment.

X. Lien for Annual Assessment

- 1) The Annual Assessment shall be a lien on each Lot with priority over all other liens and encumbrances on any Lot or any part thereof, or interest arising after this Declaration of By-laws is recorded, excepting real estate taxes and assessments, and liens of record in favor of any political subdivisions or governmental instruments of the State of Ohio, to the extent made superior by applicable law.
- 2) Each Lot Owner, by acceptance of a deed or other instrument of conveyance for the Lot, shall be deemed to covenant to pay the payment of the Annual Assessment to the Developer or to the Association after the turnover.
- 3) If any installment of the Annual Assessment on any Lot is not paid within the period established by the Association pursuant to this Declaration of By-laws, the amount thereof, together with any interest, costs, penalties and reasonable attorneys' fees shall constitute a lien on such Lot in favor of the Association.
- 4) If the Association incurs any costs or expense for or on account of any item of maintenance, repair or other matter made necessary by wrongful or negligent act or omission of any Lot Owner, such costs shall be borne by such Lot Owner and not

by the Association. If such cost or expense is paid by the Association, then the Association shall be reimbursed by Lot Owner for such cost or expense.

- 5) No Lot Owner shall exempt himself from liability for his share of the Annual Assessment by abandonment of the Lot Owner's Lot.

XI. Easements

The Association shall have a right of access and an easement to, over and through each Lot during reasonable hours (8 a.m. – 6 p.m.) and upon giving reasonable notice (48 hours), except in cases of emergency, for ingress and egress and all other purposes which enable the Association to perform its obligations, rights and duties with regard to maintenance, repair, removal, restoration, or servicing or any items in violation of the Protective Covenants and Restrictions of Todds Fork Reserve.

XII. Maintenance

- 1) The Association shall make all repairs to all road signs in conformity with any requirements by Clinton County or Adams Township.
- 2) The Association shall be responsible for mowing and maintenance of all vacant areas and Common Areas and Facilities in the development.
- 3) Lot Owners are responsible for mowing and maintenance of all buildings and facilities on their entire Lot.
- 4) All Lots are included in the HOA established for Todds Fork Reserve.
- 5) The Association is responsible for maintaining storm drainage facilities including water quality basins located outside of the public right-of-way; street buffer landscaping; golf cart path; entryway monuments, signage and lighting; and for enforcing the conservation area easement requirements.

SIGNATURE PAGE TO FOLLOW

Executed this 19th day of July, 2021 by DEVELOPER, G & L Development, LLC.

DEVELOPER:

G & L Development, LLC

B. Grant Webb

By: B. Grant Webb

Managing Member, G & L Development, LLC

STATE OF OHIO, COUNTY OF CLINTON SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named B. Grant Webb, managing member of G & L Development, LLC, DEVELOPER, who acknowledged that he did sign the foregoing Todds Fork Reserve Homeowners Association Declaration of Bylaws on behalf of the Developer and that the same was his voluntary act and deed.

WITNESS my official signature and seal on this 19th day of July, 2021, at Wilmington, Ohio.



KAITLIN L. WILKIN
Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My Commission Has No Expiration Date
Section 147.03 O.R.C.

Kaitlin L. Wilkin

Notary Public

THIS INSTRUMENT WAS PREPARED BY: Peelle Law Offices Co., L.P.A., Attorneys at Law, Wilmington, Ohio, 45177 (KLW)