

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SUNSET MEADOW ESTATES SUBDIVISION**

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TABLE OF CONTENTS

DECLARATIONS	2
ARTICLE I DEFINITIONS	2
1.01 General	2
ARTICLE II DESCRIPTION OF PROPERTY; SUBDIVISION	5
2.01 General	5
2.02 Subdivision	5
2.03 Replat.	5
ARTICLE III ASSOCIATION	5
3.01 Organization	5
3.02 Membership.....	5
3.03 Voting Rights	5
3.04 Administration of Property.....	5
3.05 Board of Trustees.	6
3.06 Declarant	6
3.07 Delegation to Managing Agent.	6
3.08 First Meeting.	6
3.09 Indemnification of Trustees,	6
ARTICLE IV EASEMENT(S) AND COMMON AREAS	7
4.01 Easements for Repair, Maintenance and Restoration.....	7
4.02 Easements for Utilities.	7
4.03 Easement for Surface Water.....	7
4.04 HOA Easements.	8
4.05 Consent to Easements.....	8
4.06 Maintenance of Easements.....	8
4.07 Easements Shall Run with Land.....	8
4.08 Access Easements.	9
4.09 Common Areas.....	9
ARTICLE V ASSESSMENTS	9
5.01 Creation of Lien and Personal Obligation of Assessments.....	9
5.02 Purpose of Annual Assessment.	9
5.03 Owner	10
5.04 Preparation of Estimated Budget.....	10
5.05 Reserve for Contingencies and Replacements.	11
5.06 Failure to Prepare Annual Budget.	11
5.07 Books and Records of the Association.....	11
5.08 Commencement of Assessments.....	11
5.09 Payment of Assessments.	12
5.10 Declarant	12
5.11 Special Individual Lot Assessment.	12
5.12 Abandonment.	12

ARTICLE VI REMEDIES FOR NON-PAYMENT OF ASSESSMENT	12
6.01 Late Charges.....	12
6.02 Lien of Association.	12
6.03 Priority of Association	13
6.04 Non-Liability of First Mortgagee for Past Due Assessments.	13
6.05 Liability for Assessments Upon Voluntary Conveyance.	13
ARTICLE VII REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS	
.....	13
7.01 Abatement and Enjoinment.....	13
ARTICLE VIII MAINTENANCE	13
8.01 Association.....	13
8.02 Vacant Area Common Areas Grass Cutting.	14
8.03 Owner.....	14
ARTICLE IX LIABILITY AND OTHER INSURANCE	14
9.01 Liability Insurance.....	14
9.02 Other Insurance.	14
9.03 Notice of Cancellation or Substantial Changes.....	15
9.04 Annual Review.....	15
ARTICLE X AMENDMENT	15
10.01 General.	15
10.02 Declarant	15
10.03 Amendment Affecting Declarant	15
10.04 Mortgage or Mortgages.....	15
ARTICLE XI ARCHITECTURAL AND BUILDING CONTROL AND RESTRICTIONS	16
11.01 General	16
11.02 Design Review.	16
11.03 Approved Builders.	16
11.04 Approval of Plans.....	16
11.05 Items Precedent to Beginning Construction.....	17
11.06 Variances Granted by the Board of Trustees.	17
11.07 Variances Granted by Declarant.	17
11.08 Construction Period; Lien.	17
11.09 Prohibited Activity.....	17
11.10 Rubbish.....	17
11.11 Containment of Rubbish.....	18
11.12 Vehicles, Machinery and Equipment.	18
11.13 Animals, Pets.....	18
11.14 Signs.....	18
11.15 Cutting of Timber.....	19
11.16 Specific Restrictions and Design Standards.....	19
11.17 Solar Panels and Satellite Dishes	19
11.18 Lawns	19
11.19 Renting or Leasing	19

ARTICLE XII GENERAL.....19

 12.01 Covenants Running with Land.....19

 12.02 Enforcement.....20

 12.03 Service of Process.....20

 12.04 Severability.....20

 12.05 Gender and Grammar.....20

 12.06 References.....20

 12.07 Compliance with Requirements.....21

EXHIBITS:

- Exhibit A – By-Laws of Sunset Meadow Estates Homeowners’ Association, Inc.
- Exhibit B – Sunset Meadow Design Standards
- Exhibit C – Legal Description of Property

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration"), establishing covenants, conditions and restrictions is made on the date hereafter set forth by **T & J COUNTRY PROPERTIES II, LLC**, an Ohio limited liability company, hereinafter referred to as "Declarant", under the circumstances summarized in the following Recitals that utilize capitalized terms as defined in Article I of this Declaration.

RECITALS:

A. Declarant is the owner of the Property and is developing the Property into a single-family residential community consisting of Lots on which Dwelling Units are to be constructed.

B. Declarant has established a plan of covenants, conditions, restrictions and private assessments to provide for:

- (i) the preservation of the values and amenities in the Property;
- (ii) the promotion of health, safety and welfare of all Owners;
- (iii) the preservation, beautification and maintenance of the Property and all structures thereon;
- (iv) the establishment and maintenance of the Common Areas;
- (v) the preservation and promotion of environmental qualities; and
- (vi) the establishment of requirements relating to land use, architectural features and site planning.

To accomplish these ends, Declarant is making this Declaration and has formed the Association to enforce and administer the provisions hereof.

C. Pursuant to Section 10.02 of the Declaration, Declarant has the right to amend the Declaration and the Owners, by virtue of taking title to any Lot, affirmatively accept, and subject the Lot to the Declaration and grant a Power of Attorney to Declarant to make Amendments and to be bound by such Amendments.

DECLARATIONS

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the easements, restrictions, covenants, conditions and assessments contained in this Declaration. This Declaration, including the easements, covenants, conditions, restrictions and assessments contained herein shall be a burden upon run with the Property, and shall be binding upon, and inure to the benefit of, each Owner.

ARTICLE I DEFINITIONS

1.01 **General**. In addition to other terms that are separately defined in this Declaration, the following terms used herein are defined as hereinafter set forth. The singular, wherever used, shall be construed to mean the plural when applicable.

1.02 **Amendment and/or Amendments** shall mean an instrument executed with the same formalities of the Declaration and recorded for the purpose of amending the Declaration, the By-Laws or any other exhibits.

1.03 **Annual Assessments** shall mean those assessments levied and assessed against all Owners for the purpose of paying the Common Expenses.

1.04 **Articles and Articles of Incorporation** shall mean the articles filed with the Secretary of State of Ohio incorporating the Association as an Ohio not-for-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code as the same maybe lawfully amended from time to time.

1.05 **Assessments** shall mean, collectively, the Annual Assessments, Special Individual Lot Assessments, Excess Assessment and any other costs duly assessed against an Owner pursuant to this Declaration.

1.06 **Association** shall mean Sunset Meadow Estates Homeowners' Association, Inc., an Ohio not-for-profit corporation, its successors and assigns.

1.07 **Board of Trustees** shall mean the governing body of the Association, as described more fully in the By-Laws.

1.08 **By-Laws** shall mean the By-Laws of the Association, which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, a copy of which is attached hereto as Exhibit A.

1.09 **Common Areas** shall have the meaning set forth in Section 4.09.

1.10 **Common Expenses** shall mean those costs and expenses set forth in Section 5.02.

1.11 **Declarant** shall mean T & J Country Properties II, LLC, an Ohio limited liability company.

1.12 **Declaration** shall mean this instrument and, unless the context prohibits, any and all Amendments hereto.

1.13 **Design Standards** shall mean the standards or criteria set forth in Exhibit B and any amendments thereto.

1.14 **Development Period** shall mean commencing on the date this Declaration is recorded and ending on the earlier to occur of (a) ten (10) years from the date on which this Declaration is recorded, or (b) when Declarant has sold all of the Lots to Owners, or (c) when Declarant chooses, in its sole discretion, to end the Development Period.

1.15 **Dwelling Unit** shall mean a building and other improvements situated upon a Lot designed and intended for the use and occupancy by a person or persons as a single family private residence.

1.16 **Eligible First Mortgagee** shall mean any First Mortgagee who has provided the Association with written notice of its right to receive notices or other information from the Association.

1.17 **Excess Assessment** shall have the meaning set forth in Section 5.05.

1.18 **Exhibit** shall mean any document or instrument attached to the Declaration.

1.19 **First Mortgagee** shall mean the holder of any valid Recorded mortgage on the Property.

1.20 **HOA Easement Areas** shall have the meaning set forth in Section 4.04.

1.21 **HOA Easements** shall have the meaning set forth in Section 4.04.

1.22 **Lot** shall mean those parcels of real property on which Dwelling Units are to be constructed.

1.23 **Majority of Owners** shall mean those Owners holding fifty-one percent (51%) of the voting power of the Association.

1.24 **Managing Agent** shall mean a person or entity retained or employed by the Association to act as a manager or managing agent for the Association.

1.25 **Member** shall mean an Owner and, during the Development Period, the Developer.

1.26 **Occupant** shall mean any Person who resides in a Dwelling Unit.

1.27 **Organizational Documents** shall mean this Declaration, the Articles, the By-Laws and the Plat Restrictions, including any amendments thereto.

1.28 **Owner** shall mean the holder of record title in fee simple of any Lot, but specifically excludes the Declarant and those persons or entities holding an interest in a Lot merely as security for the performance of an obligation.

1.29 **Person** shall mean a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.30 **Plat** shall mean a Recorded plat or subdivision of the Property and any amendments thereto.

1.31 **Plat Restrictions** shall mean any covenants, conditions or restrictions set forth in the Plat.

1.32 **Property** shall mean the approximately 113.232 acres of real property located in Chester Township, Clinton County, Ohio, as more particularly described on Exhibit C.

1.33 **Recorded** shall mean the filing with the Recorder of Clinton County, Ohio.

1.34 **Special Individual Lot Assessments** shall mean those assessments levied and assessed against a particular Owner pursuant to Section 5.11.

1.35 **Trustee** shall mean a member of the Board of Trustees of the Association.

ARTICLE II
DESCRIPTION OF PROPERTY; SUBDIVISION

2.01 **General.** The Property is subject to the terms and conditions of this Declaration.

2.02 **Subdivision.** No Lot shall be further subdivided except by Declarant prior to conveying title to an Owner.

2.03 **Replat.** No Owner shall take any action to increase or reduce the size of, or subdivide and/or replat any Lot or Lots, except an Owner of any two or more adjacent Lots may, at their sole costs and expense, combine such Lots into a single Lot. Any such Owner shall be responsible for filing an amendment to the Plat reflecting the Lot combination with the Clinton County Recorder and all costs and expense of combining said Lots into a single Lot. The Owner of such combined Lot shall be considered to own only one Lot for voting purposes, but shall be counted as two Lots for the purpose of Assessments with payments for each original Lot.

ARTICLE III
ASSOCIATION

3.01 **Organization.** The Association was formed as an Ohio not-for-profit corporation pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, by the filing of its Articles with the Secretary of State of Ohio. On the date of its incorporation, the Association duly adopted the By-Laws.

3.02 **Membership.** Each Owner, upon acquisition of title to a Lot, shall automatically become a Member of the Association. Membership is appurtenant to and shall not be separated from ownership of a Lot. Such membership shall terminate upon the sale or other disposition by such Member of his Lot ownership, at which time the new Owner automatically shall become a Member of the Association. When more than one (1) person is an Owner of a Lot, all such persons shall be Members.

3.03 **Voting Rights.** Each Owner shall be entitled to the number of votes in the affairs of Association that equals the number of Lots owned by that Owner. If such Lots are owned by more than one Person, each such Person shall have a fraction of a vote equal to his, her or its undivided interest in that Lot.

3.04 **Administration of Property.** The administration of the Property shall be in accordance with the provisions of the Organizational Documents. Each Owner, tenant or occupant of a Lot shall comply with the provisions of the Organizational Documents and the decisions and resolutions of the Association or its representative.

3.05 **Board of Trustees.** The Board of Trustees elected as provided by the By-Laws shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law and the Organizational Documents, except as otherwise specifically provided.

3.06 **Declarant's Rights.** During the Development Period the Board of Trustees shall be selected by Declarant; provided, however, that the Declarant reserves the right to relinquish such right to control at any time to the Owners.

3.07 **Delegation to Managing Agent.** The Association may delegate all or any portion of its authority to discharge its responsibility to a Managing Agent, subject to the limitations that:

- (a) Any such delegation is by a written contract with a term of not longer than one (1) year in duration, unless said term is extended by a 75% vote of all the Members of the Association.
- (b) That any such contract is terminable by either party without cause upon sixty (60) days written notice without any termination charges or other penalties.
- (c) That any such contract entered into by the Declarant prior to the time it releases or relinquishes control of the Association shall terminate when the Declarant releases or relinquishes such control unless such contract is renewed by a vote of the Owners at the meeting called for purposes of turning over control of the Association.

3.08 **First Meeting.** The first meeting of the Association shall occur within thirty (30) days after the expiration of the Development Period or an earlier period upon notice by Declarant.

3.09 **Indemnification of Trustees, Officers, Employees, and Agents.** To the extent permitted by law, the Association shall indemnify, defend and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed civil, criminal, administrative or investigative action, suit or proceeding, other than an action by or in the right of the Association, by reason of the fact that he or she is or was a trustee, officer, employee or agent of the Association from and against claims, liabilities, and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any

criminal action or proceeding, if he or she had no reasonable cause to believe his or her conduct was unlawful.

The Association shall indemnify, defend and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Trustee, officer, employee, or agent of the Association, from and against claims, liabilities and expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the defense or settlement of the action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Association.

The indemnification provided in this Section 3.09 shall not be deemed exclusive of any other rights to which the person seeking indemnification may be entitled under the Articles of Incorporation, or any agreement, vote of members or disinterested Trustees, or otherwise, both as to actions in his or her official capacity and as to actions in another capacity while holding office, and shall continue as to a person who has ceased to be a Trustee, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of that person.

ARTICLE IV **EASEMENT(S) AND COMMON AREAS**

4.01 **Easements for Repair, Maintenance and Restoration.** The Association shall have a right of access and an easement to, over and through each Lot during reasonable hours and upon giving reasonable notice for ingress and egress and all other purposes which enable the Association to perform its obligations, rights and duties with regard to maintenance, repair, restoration or servicing of any items, Lots, things or areas of or on the Property, including the removal, correction or abatement of any violation or breach of any attempted violation or breach of the covenants and restrictions herein.

4.02 **Easements for Utilities.** The Association may hereafter grant easements on behalf of Owners to entities for utility purposes for the benefit of the Property including, but not limited to, easements for the installation and maintenance of fiber optic cable, telephone, and cable television lines and other cable or communication lines for the benefit of the Property and/or individual Lots.

4.03 **Easement for Surface Water.** Any Lot area designated for the natural flow of surface water shall be at all times kept free from any obstruction to such natural flow of surface water. No Owner that has a natural spring on his Property shall dam, alter, pollute or in any way change its present configuration or flow. Further, no Owner shall dam up or block the flow of any ravine or any natural runoff without the approval of the Association and the

approval of Clinton County Engineers. Every Owner and his Builder is responsible for ensuring that his Lot is graded correctly to maintain the flow of water, both on the individual's Lot and all of the surrounding Lots.

4.04 **HOA Easements.** Declarant reserves, for the benefit of Declarant, all Owners, Occupants and the Association, easements for barrier mounds, landscaping, signs (including entry signage), subdivision monuments, other monuments or markers, central mailbox, and other improvements which the Declarant or the Association deems to be for the overall benefit of the Property or its Owners (the “**HOA Easements**”), which HOA Easements are more particularly described and located on the Plat and/or in subsequent amendments to this Declaration (such locations of the HOA Easements being, collectively, the “**HOA Easement Areas**”). No improvement may be placed on any part of any Lot that will materially impede the free and normal use of HOA Easements. As a part of the rights and burdens of the HOA Easements, Declarant hereby grants to the Association, and reserves for itself, its successors and assigns, the right to enter upon the HOA Easement Areas in order to install, maintain, repair, use and/or replace such barrier mounds, landscaping, signs (including entry signage), subdivision monuments, other monuments or markers, central mailbox and other improvements situated within the HOA Easement Areas. The easements and rights granted and/or reserved in this Declaration are easements appurtenant, running with the land which comprises a part of the Property, perpetually in full force and effect.

4.05 **Consent to Easements.** Each Owner hereby grants, and the transfer of title to an Owner shall be deemed to grant, the Declarant and the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such Owner and his mortgagee or mortgagees, such instruments as may be necessary to effectuate any easements granted or reserved by the Declarant and/or the Association in this Article.

4.06 **Maintenance of Easements.** Each Owner shall be responsible for the maintenance of the easement areas on its Lot, except that the Association shall maintain the HOA Easement Areas in accordance with Section 4.09. Any improvements made on or under any easement shall be made at the risk of the Owner of the Lot on which such improvements are made, and in no case shall any improvements, alteration or construction upon such easement be made without the approval of the Engineer of Clinton County, Ohio. Without limiting the foregoing, in no event shall an Owner make any improvements on, over, below, or otherwise within any of the HOA Easement Areas without the prior written consent of the Association. Any request by an Owner to make any improvements on, over, below, or otherwise within any HOA Easement Areas shall be accompanied by a detailed description identifying the proposed improvements, and any approval by the Association thereof shall be limited to such specified improvements delivered with the request.

4.07 **Easements Shall Run with Land.** The HOA Easements and all easements and rights described in the Declaration are easements appurtenant, running with the land,

perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant, Association, and any Owner, purchaser, mortgagee, and any other person having an interest in the Property or any part or portion thereof. Failure to refer specifically to any or all of the easements described in this Declaration, including, but not limitation, the HOA Easements, in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said easement but same shall be deemed conveyed or encumbered along with the Lot.

4.08 **Access Easements.** No driveways, walkways or sidewalks shall be erected, placed or permitted to remain within twenty-five (25) feet of the rear lot line, except corner Lots, and no Lots shall be used for access to adjoining grounds by vehicular traffic. Access by farm machinery and/or garden equipment shall be allowed for agricultural purposes only.

4.09 **Common Areas.** The "Common Areas" shall mean all the real property owned or leased by the Association, if any, the HOA Easement Areas, and any other real property for which, or to which, the Association has easements, together with all improvements thereon, including, without limitations, landscaping, vegetation, signs, monuments, masonry, and pathways, and any land and improvements situated within public right-of-ways within or adjacent to, the Property, for which the Association has the burden of maintenance. Declarant shall have the right to add real property and improvements to the Common Areas at any time, and to designate such additions in supplements to this Declaration. The Association shall maintain the Common Areas including, without limitation, maintenance, repair and replacement of all landscaping and other improvements situated upon the Common Areas. If the Common Areas are damaged by any Owner or Occupant, his/her family, guests or invitees, the Association may levy an assessment against such Owner for the cost of repairing or replacing such damaged property.

ARTICLE V **ASSESSMENTS**

5.01 **Creation of Lien and Personal Obligation of Assessments.** For each Lot owned within the Property, Declarant hereby covenants and each Owner by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association: (a) Annual Assessments; and (b) Special Individual Lot Assessments, such Assessments to be established and collected as hereinafter provided. The Assessments, together with interest, costs and reasonable attorneys' fees shall be the personal obligation of each Owner.

5.02 **Purpose of Annual Assessment.** The Annual Assessments shall be used in accordance with this Declaration, the By-Laws and otherwise to promote the health, safety and welfare of the Owners and other occupants of the Property as well as the enforcement of

these restrictions. Without limiting the foregoing, the Annual Assessments may be used to pay the following, all of which are deemed Common Expenses:

- (a) Installation of improvements to the Common Areas, including the HOA Easement Areas, and the maintenance, repair, replacement and management of the Common Areas and improvements thereon.
- (b) Maintenance and repair of any other items which have been, or are hereafter, assigned to, or assumed by, the Association hereunder.
- (c) Insurance premiums for insurance obtained by the Association.
- (d) Costs for the operation, management and administration of the Association, and enforcement of this Declaration and the By-Laws, including without limitation, fees for property management, fees for legal and accounting services, fidelity bonds, cost of mailing and postage.
- (e) Payments to third party service providers as needed to update the standards and perform the Association's obligations under this Declaration and the By-Laws. The Association shall have the right to hire a Managing Agent to execute the obligations of the Association, the costs for which manager shall be Common Expenses
- (f) A general operating reserve to assure the availability of funds for the purposes hereunder.
- (g) Reimbursement to the Declarant for any costs incurred by Declarant in performing obligations of the Association, including making improvements to, maintaining, repairing, replacing, or managing the Common Areas, including the HOA Easement Areas, and improvements thereon.

5.03 **Owner's Share of Annual Assessments.** Each Owner's initial share of the Annual Assessment shall be Three Hundred Dollars (\$300.00) per Lot per year.

5.04 **Preparation of Estimated Budget.** On or before January 31st of each year, the Association shall prepare an estimate of the total amounts necessary to pay the cost of wages, materials, insurance, services, supplies and other expenses which will be required during the ensuing calendar year for the rendering of all services, together with a reserve for contingencies and replacements. On or before February 28th of each year, each Owner shall be notified in writing as to the amount of such estimate. On or before the date of the annual

meeting in each calendar year, the Association shall supply to all Owners an itemized accounting of the Association expenses actually incurred for the preceding calendar year, together with a tabulation of the amounts collected pursuant to the estimate provided; and showing the net amount over or short of the actual expenditures plus reserves.

5.05 **Reserve for Contingencies and Replacements.** The Association shall build up and maintain a reasonable reserve for contingencies and replacement. Extraordinary expenditures not originally included in the annual estimate that may be necessary for the year shall be charged first against such reserve. If said estimated cash requirement proves inadequate for any reason, including non-payment of any Owner's assessment, the same shall be assessed to the Owners according to each Owner's share of the assessments (“**Excess Assessment**”). The Association shall serve notice of such Excess Assessment on all Owners by a statement in writing giving the amount and reasons therefore and such Excess Assessment shall become effective within ten (10) days after the delivery or mailing of such notice of Excess Assessment. Each Owner shall be obligated to pay its proportionate share of the Excess Assessment.

5.06 **Failure to Prepare Annual Budget.** The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves as herein provided, whether the same shall be determined. In the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the maintenance charge at the existing rate established for the previous period until the maintenance payment which occurs more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

5.07 **Books and Records of the Association.** The Association shall keep correct and complete books and records of account, specifying the receipts and expenditures relating to common receipts and expenses, together with records showing the allocation, distribution and collection of the common profits, losses, and expenses among and from the Owners, and minutes of the proceedings of the Owners and Board of Trustees. Such books and records shall be open for inspection by any Owner or any representative of an Owner duly authorized in writing, at reasonable times and upon request by an Owner. If, by terms of a first mortgage, an Owner has authorized such mortgagee to inspect such books and records, the presentation to the secretary of the Association by a representative of such mortgagee a copy of the mortgage containing such authorization shall constitute written authorization of such inspection. Upon ten (10) days' notice to the Board of Trustees and upon payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

5.08 **Commencement of Assessments.** Annual Assessments shall begin with respect to each Lot on the date on which the deed transferring title to such Lot from Declarant

to an Owner is Recorded. On such date the amount payable shall be a pro-rated amount determined as of such date until the next payment date.

5.09 **Payment of Assessments.** Assessments shall be payable on an annual basis, or as determined by the Board of Trustees, but shall be paid in full on or before January 30 of each year, whether invoiced or not.

5.10 **Declarant's Obligations to Pay Assessments.** Notwithstanding any provisions hereof, Declarant shall have no obligation to pay annual Assessments for the Lots owned by it or any other Assessments.

5.11 **Special Individual Lot Assessment.** Notwithstanding anything to the contrary herein, if the Association shall incur any cost or expense as a result of an Owner's failure to perform its obligations under, or the breach of, this Declaration or otherwise for or on account of any item of maintenance, repair or other matter directly or indirectly occasioned or made necessary by any wrongful or negligent act or omission of any Owner, such cost or expense shall be borne by such Owner and not by the Association, and if paid by the Association shall be paid or reimbursed to the Association by such Owner as a Special Individual Lot Assessment.

5.12 **Abandonment.** No Owner may exempt himself from liability for his payment of Assessments by the abandonment of his Lot.

ARTICLE VI

REMEDIES FOR NON-PAYMENT OF ASSESSMENT

6.01 **Late Charges.** If any Assessment is not paid within ten (10) days after the same has become due the Board of Trustees, at its option and without demand or notice, may charge a late charge not to exceed Fifty Dollars (\$50.00) and/or interest on any unpaid balance at the rate of 12% per annum.

6.02 **Lien of Association.** The Association shall have a lien upon the estate or interest in any Lot of the Owner thereof for the payment of the portion of the assessments chargeable against such Lot which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate therefore subscribed by the President of the Association is Recorded pursuant to authorization given by the Board of Trustees. Such certificate shall contain a description of the Lot, the name(s) of the record Owner thereof and the amount of such unpaid portion of the assessments. Such lien shall remain valid for a period of five (5) 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 such lien as herein after provided.

6.03 **Priority of Association's Lien.** The lien provided for herein shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of First Mortgagees which have been filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association. In any such foreclosure action, the Owner(s) of the Lot affected shall be required to pay a reasonable rental for such Lot during the pendency of such action and the plaintiff in such action is entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale.

6.04 **Non-Liability of First Mortgagee for Past Due Assessments.** When a First Mortgagee acquires title to a Lot as a result of foreclosure of a lien, such First Mortgagee shall not be liable for the share of assessment by the Association chargeable to such Lot that become due prior to the acquisition of title to such Lot. Such unpaid share of assessments shall be deemed to be assessments collectible from all of the Lots, including that of such First Mortgagee.

6.05 **Liability for Assessments Upon Voluntary Conveyance.** In a voluntary conveyance of a Lot the grantee of the Lot shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor and his Lot for his share of the assessments up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee and his mortgagee shall be entitled to a statement from the Board of Trustees setting forth the amount of all unpaid and current assessments against the grantor due the Association, and such grantee shall not be liable for, nor shall the Lot conveyed be subject to, a lien for any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement.

ARTICLE VII

REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS

7.01 **Abatement and Enjoinment.** The violation of any provision of the Organizational Documents shall give the Board of Trustees the right to enjoin, abate or otherwise remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

ARTICLE VIII

MAINTENANCE

8.01 **Association.** The Association shall make all necessary installations, maintenance, repairs, and replacements to the Common Areas, including the HOA Easement Areas and improvements thereon.

8.02 **Vacant Area Grass Cutting.** The Declarant may farm, or have farmed, any Lots owned by the Declarant, in its sole discretion. The Association shall be responsible for the expense of necessary grass cutting of all Common Areas, Lots owned by the Declarant that are not actively farmed, and, if applicable, other vacant areas of the Property which are not a part of the Lots.

8.03 **Owner.** The Owner of each Lot shall make all necessary repairs and replacements to his Dwelling Unit and shall maintain his Lot and all improvements thereon. All Owners shall be responsible for the cutting of their own grass all the way to the edge of the blacktopped road. Any Lot that is not cut and kept in a neat appearance on a regular basis shall be cut by a lawn service company retained by the Association, and the resulting bill shall be the responsibility of the Owner of any such Lot as a Special Individual Lot Assessment. The Association shall send the bill for such Lot cutting to the Owner of the Lot, and any failure to pay shall be governed by Article VI hereof.

ARTICLE IX **LIABILITY AND OTHER INSURANCE**

9.01 **Liability Insurance.** The Association, as a Common Expense, shall insure itself, the Board of Trustees, all Owners and members of their respective families and other persons residing with them in the Property, their tenants and all persons lawfully in the possession or control of any Dwelling Unit, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from destruction of property occurring upon, in or about, or arising from the Common Area, for such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one occurrence, and to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) in respect to damage to or destruction of property arising out of any one accident. Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Lots or Dwelling Units located thereon.

9.02 **Other Insurance.** As a Common Expense, the Association shall obtain such insurance as the Board of Trustees considers, in its sole discretion, necessary. In addition, the Association may obtain, in the sole discretion of the Board of Trustees, fidelity bonds for anyone who either handles, or is responsible for funds held or administered by the Association. The amount of such fidelity bond shall be equal to, at a minimum, the maximum funds that will be in the custody of the Association at any time such bond is in effect. Such fidelity bond coverage may equal one-quarter (1/4) of the Annual Assessments, together with the reserve funds, if any.

9.03 **Notice of Cancellation or Substantial Changes.** Any insurance coverage obtained by the Association shall contain a provision requiring the insurer to notify the Association and any mortgagee named in the mortgage clause, if applicable, in writing of the cancellation or a substantial change of coverage at least ten (10) days prior to such cancellation or substantial change.

9.04 **Annual Review.** The amounts and coverage of each insurance policy obtained by the Association shall be reviewed annually and may be changed by the Board of Trustees, in its sole discretion.

ARTICLE X **AMENDMENT**

10.01 **General.** Except as otherwise provided in Paragraph 10.02 herein, this Declaration and the By-Laws may be amended only with the approval of Owners exercising not less than seventy-five percent (75%) of the voting power of the Association. Any such Amendment shall be in writing and effective on the date when it is Recorded. Such Amendment must be executed with the same formalities as this Declaration and must refer to the recording information of the Declaration.

10.02 **Declarant's Rights.** Notwithstanding the foregoing, Declarant hereby reserves the right and power, and each Member by acceptance of a deed to a Lot is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with title to a Lot and is irrevocable during the Development Period, to amend this Declaration and any Plat and to execute any and all documents deemed necessary or desirable by Declarant to conform to its present or future development plans, to correct scrivener, typographical and drafting errors, to conform to the requirements of any lending institution, and to make any future requirements and covenants related to the Property, which Declarant believes, in its sole discretion, to be in the best interest of the Owners or the Property.

10.03 **Amendment Affecting Declarant's Rights.** Any Amendment affecting or attempting to affect the Declarant's rights in the Declaration must be consented to by the Declarant in writing. These rights include, without limitation, all rights reserved herein to Declarant, the right to control the Association and the right to add Additional Property.

10.04 **Mortgage or Mortgages.** Any Amendment that adversely affects the value, priority or security of any mortgagee of record shall require the written consent of such mortgagee of record. Any Amendment affecting the underwriting requirements of any mortgagee shall require the written consent of such mortgagee and also F.H.L.M.C. or F.N.M.A., if required by such mortgagee. Any Amendment of language specifically referring to mortgagees shall require the written consent of all mortgagees of record.

ARTICLE XI
ARCHITECTURAL AND BUILDING CONTROL AND RESTRICTIONS

11.01 **General.** No building, swimming pool, tennis court, fence, wall, patio, deck or other structure or improvement shall be commenced, erected or maintained on the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to, and approved in writing as to conformance with the purposes of the Declaration, harmony of external design and location in relation to surrounding structures and topography, by the Board of Trustees. In the event said Board of Trustees fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Trustees are under no obligation of explanation beyond providing an approval or rejection of any plan submitted.

11.02 **Design Review.** During the Development Period the rights, powers and functions of the Board of Trustees described in Section 11.01 above may be exercised by Declarant or its representative. Declarant reserves the right to relinquish such right during the Development Period, at its sole discretion.

11.03 **Approved Builders.** During the Development Period, Declarant, in 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. Declarant's approval should be obtained prior to submission of Owner's plans, provided, however, that if the Declarant fails to approve or disapprove such builder within thirty (30) days after the builder has been submitted in writing for approval, such approval shall not be required. Declarant's approval of any given builder is not a representation or warranty to the Owner regarding the builder's experience, quality of workmanship or financial capability and the Owner shall have no claim against Declarant for any failures of the Owner's builder. Approval of a builder on a different lot, previously, does not represent future approval of the same builder on another lot.

11.04 **Approval of Plans.** All Owners must submit final architectural plans and a to-scale site plan showing the location of the house, driveway, prospective drainage for the property, and septic field in relationship to the street and the surrounding Lots. Site drainage plans may be formal, grading or diagrammatic. In no event will any drainage be permitted to be directed to neighboring properties. In addition, a to-scale drawing of the landscaping plan must be submitted thirty (30) days before completion of the home. A fee of One Hundred Dollars (\$100) for the building plan and Fifty Dollars (\$50) for the landscaping plan must accompany the plan submission. Such fees are subject to change. When plans are submitted to the Declarant or the Board of Trustees, the Owner must rough stake the Lot and mark any significant trees that have to be removed.

11.05 **Items Precedent to Beginning Construction.** The Owner must have obtained prior builder approval and have in his possession a set of signed and approved building plans, and a signed and approved site layout showing the exact location of the house, drive, and all other improvements.

11.06 **Variances Granted by the Board of Trustees.** The Board of Trustees shall have the authority, at its sole discretion, to grant reasonable variances from the above requirements. No variance granted pursuant to this authority constitutes a waiver of any other provision of the Declaration as applied to any other party or any other Lot. All provisions of the Declaration not affected by the grant of a variance shall continue to apply with full force and effect to the Lot for which the variance is granted.

11.07 **Variances Granted by Declarant.** Declarant shall have the right in perpetuity, at its sole discretion, to grant variances from the restrictions on the Lots that it owns or has sold, during and after the Development Period. This right shall apply to all initial lot development, home or other building construction and initial landscape plans.

11.08 **Construction Period; Lien.** All construction commenced on any Lot must be completed within eighteen (18) months after the plans and specifications have been approved by the Declarant or Board of Trustees, subject to delays caused by acts of God, strikes, lock-outs, or labor disputes. The other Owners of the development shall have the right, either individually or collectively, to remove from the Lot any building not completed within the allotted time, provided the Owner of the Lot is not proceeding with diligence to complete construction of same. The Owner of the Lot, by acceptance of his or her deed, consents in advance to such removal and to 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.

11.09 **Prohibited Activity.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done, placed, or stored thereon which may be or may become an annoyance or nuisance to the neighborhood, or occasion any noise or offensive odor which might disturb the peace, comfort, or serenity of the occupants of neighboring Lots. In addition, no house trailers, cabins, tents, metal storage sheds, or other outbuildings are permitted on any Lot, other than those specifically permitted herein, nor is any basement, garage or outbuildings of any kind to be used as a temporary or permanent residence.

11.10 **Rubbish.** The Lot and all improvements located thereon shall be kept in good order and repair, in a safe, clean and attractive condition, and maintained in a first class manner. No accumulations of garbage, trash or other debris shall be permitted on the Lot. During construction, any dumpster used by a builder for garbage, trash or other debris shall not be placed on any black-topped road.

11.11 **Containment of Rubbish.** No Lot shall be used or maintained as a dumping ground for refuse or garbage or the like. When the houses are complete, all residents are required to use a standard garbage container (which can be leased or purchased) from any of the large waste contractors. No containers of a smaller size shall be used for any reason. All containers shall be removed from public view within twenty-four (24) hours of being emptied by the waste contractor.

11.12 **Vehicles, Machinery and Equipment.** No worn out, non-functioning, discarded automobiles, machinery or vehicles, or parts thereof shall be stored on any Lot and no part thereof shall be used for automobile junk piles or the storage of any kind of junk or waste material. Boats, trailers, recreational vehicles, jet skis, vans, tractors, equipment and vehicles to be restored or vehicles not used on a regular basis, or other similar items must be kept free from public view when not in active use (i.e. no parking in view for more than 24 hours) or otherwise stored inside a garage, accessory building or barn.

11.13 **Animals, Pets.** No livestock or poultry of any type shall be kept. Dogs, cats and other domestic household pets are allowed provided they are not kept, bred, boarded or maintained for any commercial purpose. Horses (maximum of 2 per Lot) are permitted on Lots larger than 5 acres. Owners shall take such measures as are necessary to prevent their pets or horses from straying onto other Owners' Lots and shall take care to clean up after their pets to keep areas visible from the road clear of excrement.

11.14 **Signs.** The following signs shall be permitted on unsold vacant Lots:

1. Temporary signs installed by Declarant at the main entryways;
2. Temporary signs installed by Declarant identifying the approved Builders;
3. "Build to Suit" signs on vacant Lots owned or under the control of an approved Builder; or
4. Real Estate or Builder signs on a home for sale.

No "For Sale" or "Sold" signs are permitted on any vacant Lot. No signs can remain in front of any newly constructed residence for more than sixty (60) days after an occupancy permit is issued for the residence.

No advertising signs, billboards or other advertising devices shall be erected on or inside any premises that is for sale. No personal signs of any kind shall be allowed on the Property after the Owner's purchase of a Lot.

Other than as permitted above, signs of any kind, including financing signs, subcontractor's signs, supplier signs, shall be allowed on any Lot. During the construction period on any Lot, it is the responsibility of the Builder to inform all of the subcontractors

and suppliers to not erect any of those signs. If signs are not removed within forty-eight (48) hours of notification, the Builder and/or Owner shall be subject to a Five Hundred Dollar (\$500) fine payable to the Association, which may be secured by liens placed on the Lot according to this Declaration.

11.15 **Cutting of Timber.** No Owner or anyone acting for or on behalf of the Owner shall cut or remove more than five percent (5%) of any timber from any Lot unless such cutting or removal is necessary to clear a portion of such Lot to construct a building, to remove dead or diseased trees, or to protect a building from potential damage in the event of windstorm. No commercial logging or dragging activities shall be permitted on any Lot. No logs/timber cut for any reason on any Lot shall be sold, bartered or traded. It is intended that every effort is to be made to save trees, even in the leach field areas. Leach field trenches should be dug with a trencher as opposed to a backhoe wherever possible.

11.16 **Specific Restrictions and Design Standards.** Notwithstanding the foregoing, the restrictions and/or covenants set forth in the Design Standards, attached hereto as Exhibit B, shall apply to the improvements on the Property as described therein.

11.17 **Solar Panels and Satellite Dishes.** Solar panels and satellite dishes may only be installed on the roof of houses, outbuildings or barns and only in areas of the roof that are not visible from the road. Lot #13 is exempt from the requirements of this Section 11.7.

11.18 **Lawns.** No Owner shall install astro-turf or other artificial turf on any part of the lawn on any Lot.

11.19 **Renting or Leasing.** No Owner shall rent, lease or otherwise grant third-party occupancy of its Lot, or any part thereof, including any dwelling units, for a period of less than one (1) consecutive calendar year. Without limiting the foregoing, vacation rentals, including short-term use and lease rights, through a third-party service, are strictly prohibited. Within seven (7) days of entering into any lease, the Owner shall provide the Board of Trustees with a copy of the lease and confirm the tenant's full legal name and contact information, including email address and phone number. In addition, no lease, tenancy nor other third-party occupancy rights of any nature shall be granted unless the tenant or occupant has signed an acknowledgement whereby it agrees to fully abide by this Declaration.

ARTICLE XII GENERAL

12.01 **Covenants Running with Land.** The covenants, conditions, restrictions, easements, reservations, liens and charges created by this Declaration shall run with and bind the land, and each part thereof, and shall be binding upon on inure to the benefit of all parties having any right, title or interest in or to all or any part of the Property, and their respective

heirs, executors, administrators, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time it shall automatically extend for successive periods often (10) years, unless amended as hereinafter provided.

12.02 **Enforcement.** It is hereby declared that irreparable harm will result to the Declarant and the beneficiaries of these restrictive covenants by reason of violation of the provision thereof or default in the observance thereof and therefore each beneficiary (including all Owners) and the Association, shall be entitled to relief by way of injunction or specific performance to enforce the provisions of these restrictive covenants as well as any other relief available at law. In addition to any other remedies provided in this Declaration, Declarant, the Association or any Member shall have the right to enforce, by any proceeding at law or in equity, plus monetary damages to compensate for harm prior to obtaining relief by injunction or specific performance and all costs, including attorney fees, for breach of any restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein now or hereafter imposed by or through the Organizational Documents. Failure by Declarant, the Association or by any Member to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restrictions, condition, covenant, reservation, easement lien or charge. The Association shall not deliberately refuse to enforce the provisions hereof or discontinue operations, or attempt to terminate its operation without giving thirty (30) days prior written notice to all Eligible First Mortgagees.

12.03 **Service of Process.** The President of the Association who is appointed by the Board of Trustees and who is an Owner, with his or her name and address (and that of each successor) shall be filed with the State of Ohio on such forms as are prescribed for the subsequent appointment of a statutory agent for an Ohio nonprofit corporation or the Association may contract with a service or an attorney to act as the statutory agent.

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

12.05 **Gender and Grammar.** Any necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships or individuals, male or female, shall in all cases be assumed as though in each case fully expressed herein.

12.06 **References.** Unless otherwise specified, all references to a particular Article or Section shall refer to such Article or Section of the Declaration.

12.07 **Compliance with Requirements.** The Declaration and the plan of ownership created hereby, have been created and are existing in full compliance with all applicable requirements of local, state and all other applicable ordinances and laws.

The Declarant has caused this instrument to be executed as of this ____ day of July, 2021.

T & J COUNTRY PROPERTIES II, LLC,
an Ohio limited liability company

By _____
Peter Anthony Russell, Manager

STATE OF OHIO, COUNTY OF _____, SS:

The foregoing instrument was acknowledged before me this ____ day of July, 2021, by Peter Anthony Russell, the Manager of T & J Country Properties II, LLC, a limited liability company, on behalf of said company.

Notary Public

EXHIBIT A
BY-LAWS OF
SUNSET MEADOW ESTATES HOMEOWNERS' ASSOCIATION, INC.

BY-LAWS

OF

**SUNSET MEADOW ESTATES
HOMEOWNERS' ASSOCIATION, INC.**

Adopted July 13, 2021

TABLE OF CONTENTS

Article I THE ASSOCIATION.....	1
1.1 Name of the Association	1
1.2 Membership.....	1
1.3 Voting Rights	1
1.4 Proxies.....	1
1.5 Place of Meetings	2
1.6 First Meeting	2
1.7 Special Meetings	2
1.8 Notice of Meeting.....	2
1.9 Waiver of Notice	2
1.10 Quorum.....	2
1.11 Action by Unanimous Written Consent of the Owners	2
1.12 Order of Business	3
Article II BOARD OF TRUSTEES.....	3
2.1 Number and Qualification.....	3
2.2 Eligibility to Serve as Trustee	3
2.3 Election of Trustees.....	3
2.4 Vacancies During the Term.....	3
2.5 Term of Office; Resignation	4
2.6 Removal of Trustees.....	4
2.7 Organizational Meeting.....	4
2.8 Regular Meetings	4
2.9 Special Meetings	4
2.10 Board of Trustees Quorum.....	4
2.11 Fidelity Bonds	5
Article III OFFICERS.....	5
3.1 Designation.....	5
3.2 Term of Office; Vacancies	5
3.3 President.....	5
3.4 Secretary.....	5
3.5 Treasurer.....	5
Article IV GENERAL POWERS OF THE ASSOCIATION.....	5
4.1 Payments from Maintenance Funds	5
4.2 No Active Business to be conducted for Profit.....	6
4.3 Delegation of Duties.....	6
Article V COMMITTEES.....	6
5.1 General	6
Article VI AMENDMENT	6
6.1 General	6
Article VII GENERAL PROVISIONS.....	6
7.1 Copies of Notices to Eligible First Mortgagees	6
7.2 Service of Notices on the Board of Trustees.....	6

7.3	Non-Waiver of Covenants.....	6
7.4	Agreements Binding.....	6
7.5	Severability.....	7
7.6	Gender and Grammar	7
7.7	References	7

BY-LAWS OF
SUNSET MEADOW ESTATES HOMEOWNERS' ASSOCIATION, INC.

The within By-Laws are adopted simultaneous to the Declaration of Covenants, Conditions and Restrictions for Sunset Meadow Estates Subdivision (“Declaration”) creating covenants, conditions and restrictions for Sunset Meadow Estates Subdivision. Their purpose is to provide for the establishment of an association for the administration of the Property in the manner provided by the Declaration and these By-Laws. All present or future Owners or tenants or their employees and any other person who might use the facilities of the Property in any manner shall be subject to any restrictions, conditions or regulations hereafter adopted by the Board of Trustees of the Association. The mere acquisition or rental of any dwelling units located on the lots within the Property or the mere act of occupancy of any of the dwelling units will constitute acceptance and ratification of the Declaration and of these By-Laws. The terms used herein shall have the same meaning as defined in Article I of the Declaration.

ARTICLE I
THE ASSOCIATION

1.1 **Name of the Association.** The Association shall be an Ohio not-for-profit corporation and shall be called SUNSET MEADOW ESTATES HOMEOWNERS’ ASSOCIATION, INC.

1.2 **Membership.** Each Owner upon acquisition of title to a Lot shall automatically become a Member. Such membership shall terminate upon the sale or other disposition by such Member of his Lot at which time the new Owner of such Lot shall automatically become a Member. Membership in the Association is limited to Owners within the Property.

1.3 **Voting Rights.** There shall be one vote for each of the Lots within the Property. The Owner or Owners of each Lot shall be entitled to one vote for their Lot. In the event a Lot has been acquired by the Association in its own name or in the name of its agent, designee or nominee on behalf of all Owners, the voting rights of such a Lot shall not be exercised so long as it continues to be so held. If two (2) or more Persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in a Lot, each may exercise the proportion of the voting power of all the Owners of his Lot that is equivalent to his proportionate interest in the Lot.

1.4 **Proxies.** Votes may be cast in person or by proxy. The person appointed as proxy need not be an Owner. Proxies must be in writing and filed with the Secretary of the Association before the appointed time of each meeting or action taken as designated by the Secretary. Unless otherwise provided, all proxies shall be revocable at any time by delivering written notice of such revocation to the Secretary of the Association. If, by the terms of a first mortgage, an Owner has designated such mortgagee as his proxy, the presentation to the Secretary of the Association by a representative of such mortgagee of a copy of the mortgage containing such proxy designation shall constitute notice of such proxy designation and if the mortgage so states, notice of the irrevocability of such designation.

1.5 **Place of Meetings.** Meetings of the Association shall be held at such place and time as may be designated by the Board of Trustees and specified in the notice of the meeting.

1.6 **First Meeting.** The first meeting of Members shall be held within the time limits prescribed by the Declaration and shall be considered the first annual meeting.

1.7 **Special Meetings.** It shall be the duty of the President of the Association to call a special meeting of the Owners as directed by resolution of the Board of Trustees or upon a petition signed by a majority of the Owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Owners present, either in person or by proxy.

1.8 **Notice of Meeting.** It shall be the duty of the Secretary of the Association to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record at least fourteen (14) days but not more than twenty-eight (28) days prior to such meeting. The Owners of record will be determined as of the day preceding the day on which notice is given.

1.9 **Waiver of Notice.** Notice of the time, place and purpose of any meeting of Members may be waived in writing, either before or at the commencement of such meeting, by any Members, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Member at any such meeting without protesting the lack of proper notice, prior to or at the commencement of the meeting, shall be deemed to be a waiver by him of notice of such meeting.

1.10 **Quorum.** The presence at a meeting of the Members of at least a Majority of Owners, in person or by proxy, shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat shall have the power to adjourn such meeting, without notice, other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

1.11 **Action by Unanimous Written Consent of the Owners.** Any action taken may be authorized or taken at a meeting of the Owners may be authorized or taken without a meeting in a writing or writings signed by all of the Owners. The writing or writings evidencing such action taken by the unanimous written consent of the Owners shall be filed with the records of the Association. Written notice of any action proposed to be taken by the unanimous Written consent of the Owners shall be sent to all persons entitled to notice at least five (5) days prior to the circulation of the action for unanimous written, consent among the Owners and shall specify the action proposed to be so taken.

1.12 **Order of Business.** The order of business at all meetings of the Owners shall be as follows, subject to reasonable additions made by the President or the Board of Trustees:

- (a) Roll call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Reports of committees
- (f) Election of Trustees
- (g) Unfinished Business
- (h) New Business
- (i) Adjournment

ARTICLE II BOARD OF TRUSTEES

2.1 **Number and Qualification.** The affairs of the Association shall be governed by a Board of Trustees composed of three (3) persons, all of whom must be Owners or Occupants who are related to an Owner by a marital or fiduciary relationship, except that, during the Development Period (as defined in the Declaration), the Declarant shall select the members of the Board of Trustees, with no requirement that such members be Owner or other restriction on who may be on the Board of Trustees during such Development Period. Alternatively, during the Development Period, the Declarant may choose to act as the Board of Trustees.

2.2 **Eligibility to Serve as Trustee.** After the Development Period, in order to be eligible to serve as Trustee of the Association, all dues must be current and there may not be any other material conflicts of interest. If a conflict of interest develops during the term of a Trustee, he shall be deemed to have resigned and the remaining Trustees shall replace the resigned Trustee pursuant to 2.05.

2.3 **Election of Trustees.** The required Trustees shall, during the Development Period, be selected by the Declarant, after which they shall be elected by the Member at each annual meeting of Members. Only persons nominated as candidates shall be eligible for election as Trustees and the other candidates receiving the greatest number of votes shall be elected. Each member may vote for as many candidates as there are vacancies in the Board of Trustees due to the expiration of their terms.

2.4 **Vacancies During the Term.** In the event of the occurrence of any vacancy or vacancies in the Board of Trustees during the term of such Trustee or Trustees, the remaining Trustees though less than a majority of the whole authorized number of Trustees may, by the vote of a majority of their number, fill any such vacancy for the unexpired term, except that, during the Development period, the Declarant shall fill any such vacancies.

2.5 **Term of Office; Resignation.** Each Trustee shall hold office until his term expires, or until his earlier resignation, removal from office or death any Trustee may resign at any time by oral statement to that effect made at a meeting of the Board of Trustees or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Trustee may specify. At the first annual meeting of the Members the term of office of one (1) Trustee shall be fixed so that such term will expire one year from and after the date of the next following annual meeting of Members. The term of office of the remaining two (2) Trustees shall be fixed so that such term will expire at the date of the next following annual meeting of Members. At the expiration of such initial term of office of each respective Trustee, his successor shall be elected to serve for a term of two (2) years.

2.6 **Removal of Trustees.** Following the Development Period, at any regular or special meeting duly called, any one or more of the Trustees maybe removed with or without cause by the vote of Members entitled to exercise at least seventy-five percent (75%) of the voting power of the Association. Any Trustee whose removal has been proposed by the Members shall be given the opportunity to be heard at such meeting. In the event that a Trustee is removed by such vote, his successor shall then and there be elected to fill the vacancy thus created.

2.7 **Organizational Meeting.** Immediately after each annual meeting of Members, the newly elected Trustees and those Trustees whose terms hold over shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

2.8 **Regular Meetings.** Regular meetings of the Board of Trustees may be held at such times and places as shall be determined by a majority of the Trustees, but at least two (2) such meetings shall be held during each year.

2.9 **Special Meetings.** Special meetings of the Board of Trustees may be held at any, time upon call by the President or any two (2) Trustees. Written notice of the time and place of each such meeting shall be given to each Trustee either by personal delivery, mail, telegram or telephone at least two (2) days before the meeting, which notice shall specify the purpose of the meeting; provided, however, that attendance of any Trustee at any such meeting without protesting the lack of proper notice prior to or at the commencement of the meeting, shall be deemed to be a waiver by him of notice of such meeting and such notice may be waived in writing either before or at the commencement of such meeting, by any Trustee, which writing shall be filed with or entered upon the records of the meeting. If all the Trustees are present at any meeting of the Board of Trustees, no notice shall be required and any business may be transacted at such meeting.

2.10 **Board of Trustees Quorum.** At all meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business and the acts of the majority of the Trustees present at a meeting at which a quorum is present shall be the acts of the Board of Trustees. If at any meeting of the Board of Trustees there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At the continuation of any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

2.11 **Fidelity Bonds**. The Board of Trustees may, in its sole discretion, require that all officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE III OFFICERS

3.1 **Designation**. The principal officers of the Association shall be a President, Secretary and Treasurer, all of whom shall be elected by and from the Board of Trustees.

3.2 **Term of Office; Vacancies**. The Officers of the Association shall hold office until the next organizational meeting of the Board of Trustees and until their successors are elected, except in case of resignation, removal from office or death. The Board of Trustees may remove any Officer at any time, with or without cause, by a majority vote of the Trustees then in office. Any vacancy in any office may be filled by the Board of Trustees.

3.3 **President**. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Trustees. Subject to directions of the Board of Trustees, the President shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board of Trustees, or otherwise provided for in the Declaration or in these By-Laws. The President, unless otherwise decided by the Board of Trustees, shall also serve as a member of the Board of Trustees of the Master Association.

3.4 **Secretary**. The Secretary shall keep the minutes of all meetings of the Board of Trustees and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board of Trustees may direct and he shall, in general, perform all of the duties incident to the office of Secretary.

3.5 **Treasurer**. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Board of Trustees.

ARTICLE IV GENERAL POWERS OF THE ASSOCIATION

4.1 **Payments from Maintenance Funds**. The Association shall establish and shall pay for out of its funds those expenses which the Association is required to secure or pay for, pursuant to the terms of the Declaration or which in its opinion shall be necessary or proper for the maintenance and operation of the Property, or for the enforcement of the Declaration or the Organizational Documents.

4.2 **No Active Business to be conducted for Profit**. Nothing herein shall be construed to give the Association authority to conduct active business for profit on behalf of the Owners or any of them.

4.3 **Delegation of Duties**. The Association, through its Board of Trustees and officers, has the authority to delegate to persons, firms or corporations of its choice, such duties and responsibilities of the Association as the Board of Trustees shall, from time to time, specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

ARTICLE V COMMITTEES

5.1 **General**. The Board of Trustees may create any number of Committees and appoint duties and authority of such committee as deemed appropriate in carrying out its purpose.

ARTICLE VI AMENDMENT

6.1 **General**. These By-Laws may be amended in accordance with the provisions set forth in the Declaration.

ARTICLE VII GENERAL PROVISIONS

7.1 **Copies of Notices to Eligible First Mortgagees**. Upon written request to the Board of Trustees, an Eligible First Mortgagee shall be given a copy of any and all notices and other documents permitted or required by the Declaration or these By-Laws to be given to the Owner or Owners whose Lot is subject to such mortgage and a copy of any lien filed by the Association.

7.2 **Service of Notices on the Board of Trustees**. Notices required to be given to the Board of Trustees or to the Association may be delivered to any member of the Board of Trustees or officer of the Association either personally or by mail, addressed to such member or officer at his Dwelling Unit.

7.3 **Non-Waiver of Covenants**. No covenants, restrictions, conditions, obligations or provision contained in the Declaration or these By-Laws shall not be 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.


7.4 **Agreements Binding**. All agreements and determinations lawfully made by the Trustees in accordance with the procedure established in the Declaration and these By-Laws shall be deemed to be binding on the Association, all Owners, their successors, heirs and assigns.

7.5 **Severability.** The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws or of any part of the same shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

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

7.7 **References.** Unless otherwise specified, all references to a particular Article or Section shall refer to such Article or Section of the Declaration or these By-Laws, whichever the case maybe.

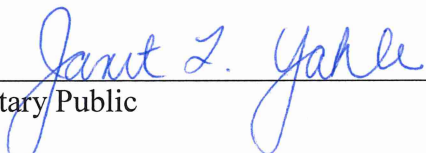
David N. Reed, Incorporator, has caused this instrument to be executed this 13th day of July, 2021.



David N. Reed, Incorporator

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 13th day of July, 2021, by David N. Reed, the Incorporator of Sunset Meadow Estates Homeowners' Association, Inc., an Ohio non-profit corporation, on behalf of said corporation.



Notary Public



JANET L. YAHLE
Notary Public, State of Ohio
My Commission Expires
October 31, 2023

EXHIBIT B

SUNSET MEADOW ESTATES DESIGN STANDARDS

1. GENERAL

The capitalized terms herein, unless otherwise specified, shall mean and be defined as set forth in the Declaration of Sunset Meadow Estates.

1.1 The purpose of these Design Standards is twofold; First, to establish certain criteria and guidelines for a Dwelling Unit and other improvements on the Property; and Second, to establish a procedure and requirement for the plans and specifications to be submitted to the Trustees.

2. DWELLING UNIT REQUIREMENTS

2.1 The living area of a Dwelling Unit constructed on any Lot shall not be less than 2,100 square feet of finished living area for a one-story house and not less than 2,700 square feet of finished living area for a two-story house, except as modified by a variance granted by the Declarant or Trustees. For purposes of computing such minimum square footage, the square footage of the basement (finished or not), garage, attic, porches and decks shall not be considered.

2.2 All garages shall be attached to the Dwelling Unit and have space for a minimum of two cars and not more than four (4) cars, without a specific variance. Side entry ingress and egress is required, unless otherwise approved by the Declarant or Trustees.

2.3 All Dwelling Units on a Lot shall have a building setback of at least one hundred (100) feet back from the existing right-of-way and not closer than twenty-five (25) feet from any side property line. Variances from these setback requirements may be approved by Declarant or Trustees.

3. FOUNDATION

3.1 The foundation walls of such house shall consist of poured concrete and such foundation walls shall be stepped to ground elevation.

3.2 All basement walls will be a minimum of nine (9) feet in height.

4. DRIVEWAYS

4.1 All driveways shall be constructed of concrete or asphalt. The Declarant or Trustees shall review all colored driveways for blended effect. All driveways shall be at least ten (10) feet wide.

4.2 All of the culvert pipes for driveways must be of first-rate concrete culvert pipe and must be recessed so it is not visible, with the bell end buried so that water can flow naturally through the ditch and set according to the proper grade as approved by the County Engineer. Any later adjustments by the County Engineer are the property owner's responsibility.

5. **SIDING**

5.1 Siding shall be brick, stone, other natural materials approved by the Declarant or Board of Trustees or a combination thereof. Only non-processed wood materials shall be used on the exterior of any house. No composite wood material shall be used on the exterior of any house.

5.2 No aluminum, vinyl or plastic siding of any nature may be incorporated into the construction. Vinyl soffit is permitted.

6. **ROOFS**

6.1 All roofing material must be dimensional shingles or other materials approved by the Declarant or Board of Trustees.

6.2 All roof pitches shall be at a minimum 6/12.

6.3 Only low profile skylights are allowed and they cannot be visible from the street. The location and type of skylight shall be approved by the Board of Trustees.

6.4 Solar panels may be placed or located on the roofs in areas not visible from the street.

7. **GUTTERS AND DOWNSPOUTS**

7.1 No unpainted aluminum gutters are permitted.

8. **FIREPLACE CHIMNEYS**

8.1 In all cases, masonry fireplace chimneys are preferred. Wood fireplace chimneys may be approved by the Board of Trustees, depending on their location as they are viewed from the street or by adjacent houses.

8.2 Painted and galvanized metal chimney caps shall not be used.

9. **WINDOWS**

9.1 Wood sash windows are mandatory. Exterior maintenance-free cladding is permitted.

10. **EXTERIOR DOORS**

10.1 All exterior doors shall be natural wood or metal.

11. **GARAGE DOORS**

11.1 All garage doors shall be natural wood or metal.

12. **LANDSCAPING**

12.1 At a minimum, all Lots will be required to have three (3) two inch (2") caliper trees planted in the front yards and have the front foundations of the home landscaped. The complete front and side of all lots must be fully seeded or sodded. When Lots are seeded, at least eight (8) pounds of perennial grass must be used per one thousand (1,000) square feet and the ground fully covered.

All landscape sod and seed must be completed to minimum requirements within six (6) months of occupancy. All trees planted by Declarant located near the road must be maintained by the Owner of the Lot on which such trees are situated or, if in a public right-of-way, by the Owner of the adjacent Lot, and must be replaced by the Owner if damaged or lost, unless otherwise approved by the Declarant or Board of Trustees. Except to the extent necessary for safety purposes or good husbandry, no such trees shall be trimmed, cut or removed. Lot #13 is exempt from the requirements of this Section 12.1 until the end of the Development Period.

12.2 All swing sets and other structures such as children's play devices and similar such equipment shall be kept to the rear of the Lot and totally shielded from public view. They should be made of wood or other natural material and must be painted or stained in earth-tone colors.

13. **EXTERIOR LIGHTING**

13.1 Every house shall have a carriage light and post at least six (6) feet in height at the right-of-way line. All post lights shall have a photo cell and remain lit during all hours of darkness. Lot #13 is exempt from the requirements of this Section 13.1.

14. **SWIMMING POOLS**

14.1 In ground swimming pools are permitted in the rear yard only. No above ground pools are permitted. All swimming pools must be approved by the Declarant or Board of Trustees before commencing construction.

15. **FENCING**

15.1 Fences may be permitted on the rear yard subject to prior approval by the Declarant or Board of Trustees. Fences higher than four (4) feet but no higher than six (6) feet shall be allowed around swimming pools, hot tub areas that need privacy, but have to be approved on a case-by-case basis. Lot #13 is exempt from the requirements of this Section 15.1.

15.2 No non-coated chain link fences shall be permitted. Coated chain link fences in extremely limited cases may be approved by the Board of Trustees.

16. **MAILBOXES**

16.1 No private mailboxes are allowed. Central ("Cluster") mailboxes will be made available in accordance with USPS requirements.

17. **ACCESSORY STRUCTURES**

17.1 Accessory buildings and structures must be located behind the primary dwelling and approved by the Board of Trustees or Declarant.

17.2 Small accessory buildings (less than 1000 sq. ft. footprint) must be on a poured concrete or block foundation and must be architecturally compatible with the resident building.

17.3 Larger buildings (greater than 1000 sq. ft., i.e. pole barns) must be architecturally similar to the resident building but may have metal siding and/or metal roof. In addition, larger buildings must be located behind the resident building and no closer than 100 feet from the back of the home and no closer than 25 feet from an adjacent property.

18. **VEGETABLE GARDEN**

18.1 Vegetable gardens are allowed behind the resident building provided that they are not visible from the street and must be maintained (i.e. kept from being overgrown with weeds).

19. **SEPTIC SYSTEM/DRAINAGE**

19.1 All Lots at Sunset Meadow Estates need a specific house layout approved by the Clinton County Health Department for the maximum use of the Lot for building area.

- 19.2 All drainage pipes of any kind, to include pipes for septic aeration and curtain drains, must be kept below ground level. Where they exit at the surface, THEY MUST BE CUT OFF BELOW THE SURFACE, CAPPED, AND COVERED WITH STONE so that the lines will leach properly but will not be visible.
- 19.3 All drainage pipes of any kind must be run all the way to the front of the Lot to the roadside ditch or to the rear of the Lot. No pipes shall be run to the sides of Lots where it can drain onto a neighbor unless there is a marked drainage way on the construction drawings between lots.
- 19.4 No sprinkler systems are allowed to be installed through or over septic system leach fields.

EXHIBIT C

LEGAL DESCRIPTION OF PROPERTY

Situate in the Township of Chester, County of Clinton, State of Ohio, being a part of Virginia Military Survey No. 770, and being Lots 1 through 22, inclusive, as shown on the Final Plat of Sunset Meadow Estates recorded at Plat Book ____, Page ____ of the Plat Records of the Clinton County, Ohio Recorder's Office.