

# Curtis Farms Homeowners Association

PO Box 852

Delaware, Ohio 43015

[www.curtisfarmshoa.org](http://www.curtisfarmshoa.org)

---

## Welcome to the Curtis Farms Homeowners Association

Moving onto property governed by a homeowners association can be a confusing and challenging ordeal, especially for those who have never before been involved with a homeowner association. Curtis Farms Homeowners Association would like your experience here to be a positive and enjoyable one.

To help you, we have created this brief document to touch upon some key areas of interest for all new homeowners. This document is not designed to replace or be a substitute for the Curtis Farms Homeowners Association governing documents. All potential homeowners were given the opportunity to read and understand the governing documents prior to moving into the Curtis Farms Homeowners Association, and each homeowner has the responsibility to honor the provisions of those documents.

### Website

The association has a website at [www.curtisfarmshoa.org](http://www.curtisfarmshoa.org) which has the newsletters, covenants, Architectural Change Application, pictures of functions and many other useful items. Please visit the site regularly. Please note that all future newsletters and community information will be posted on the site and will not be mailed to homeowners.

### Exterior Home Improvements

One of the benefits of a homeowners association is the ability to create and maintain a pleasing and cohesive physical appearance within the neighborhood. And, to accomplish that goal, the Curtis Farms Homeowners Association is in charge with reviewing any permanent exterior alteration or improvements. Keep in mind that each homeowner, by accepting the Curtis Farms Homeowners Association governing documents at closing, has agreed to abide by the terms of those documents. They were created for your protection.

**Please keep in mind that Curtis Farms Homeowners Association Approval is required for any alteration or improvement to the exterior of your property.**

Before you begin plans for any alteration or improvement, you should first consult your Declaration of Covenants. That document will give you a more detailed understanding of the Curtis Farms Homeowners Association review process. For your benefit the Association has created an application for exterior alterations/improvements, please go to the website at [www.curtisfarmshoa.org](http://www.curtisfarmshoa.org) to obtain a form or email one of the board members below for a copy of this form. This can either be mailed to Po Box 852, an email sent to the board members or dropped off at the Model home during normal business hours. You will be notified in writing if your application is approved within 30 days of receipt of the application.

Examples of improvements that need approval are:

- |           |                |
|-----------|----------------|
| 1. Fences | 4. Sheds       |
| 2. Decks  | 5. Trampolines |
| 3. Patios |                |

# Curtis Farms Homeowners Association

PO Box 852

Delaware, OH 43015

[www.curtisfarmshoa.com](http://www.curtisfarmshoa.com)

---

## **HOA Dues**

Annual HOA dues are \$145 and are payable each year. Invoices are sent out in early December and payments are due by March 31<sup>st</sup>. After March 31<sup>st</sup>, there will be a \$25 late fee. If you are unable to make your payment on time, please contact the treasurer no later than March 15<sup>th</sup> to make payment arrangements and avoid any late charges.

## **Trash & Recycling Collection**

Curtis Farms trash and recycling collection is on Thursday morning. All trashcans and recycling bins must be removed from the curb by Friday evening and kept out of view from the front of your house at all other times.

## **Curtis Farms Board of Directors:**

President- Jennifer McGowan [jennifer@curtisfarmshoa.org](mailto:jennifer@curtisfarmshoa.org)

Treasurer- Augustine Otchere [augustine@curtisfarmshoa.org](mailto:augustine@curtisfarmshoa.org)

# Curtis Farms Homeowner's Association

PO Box 852, Delaware, OH 43015

## CURTIS FARMS HOMEOWNER'S ASSOCIATION APPLICATION FOR EXTERIOR IMPROVEMENTS

If you are interested in completing exterior improvements, please be aware of the guidelines set by your Covenants and Deed Restrictions. For "pre-approval" and acceptance of your proposed improvement, please complete this form and submit to the Homeowner's Association (HOA) Board of Directors for review. Upon verification that your proposed changes are within the guidelines of the Association, you will be notified, in writing, within 30 days of the receipt of your request. **Your HOA dues balance must be current and in good standing before any improvements will be approved.**

- 1) Complete all information on this application, along with detailed drawings or literature showing your proposed improvements. Mail this application and supporting details to :  
Curtis Farms HOA  
PO Box 852  
Delaware, OH 43015
- 2) Approval of application is good for one year from the date it is approved by the HOA.
- 3) A Homeowner may, in the future, be required to remove all or part of any improvement for maintenance of a common area if the improvement restricts access to make a repair to a common property. The Homeowner will be responsible for any cost incurred to assess that area.
- 4) Submit one application per requested improvement.
- 5) Allow thirty (30) days for approval.
- 6) All proposals must include a Surveyor's/Plot Plan with area of proposed change clearly marked.
- 7) Homeowner is responsible for obtaining all necessary building permits and for contacting O.U.P.S.

Please describe in detail the proposed improvement: *Must include materials to be used and size/height and square footage*


Please provide location(s) of improvement and drawing showing proposed installation:


*(Use reverse side if needed for drawing)*

**Please attach drawings/pictures of improvement along with a copy of the plot showing placement upon the Lot.**

As marked on your plot plan, does this addition/improvement extend into any Common Area, Drainage, Utility or Sewer Easement, Landscape or Pond Easement?


Does the City of Delaware require a building permit: *Check appropriate box.*

Yes:		No:	
------	--	-----	--

# Curtis Farms Homeowner's Association

PO Box 852, Delaware, OH 43015

## OFFICIAL EXTERIOR IMPROVEMENT REVIEW

(Please do not write on this page)

€ Approved

€ Approved with restrictions


€ Deferred, additional information requested


€ Denied


Association Review Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Doc ID: 011183800003 Type: GFF  
Kind: DECLAR AMEN  
Recorded: 08/17/2016 at 10:30:00 AM  
Fee Amt: \$86.00 Page 1 of 3  
Workflow# 0000124084-0008  
Delaware County, OH  
Melissa Jordan County Recorder  
File# 2016-00024189  
BK 1443 pg 2354-2356

**SECOND AMENDMENT AND SUPPLEMENT TO THE DECLARATION OF  
COVENANTS, RESTRICTIONS, EASEMENTS, ASSESSMENTS, AND ASSESSMENT  
LIENS FOR CURTIS FARMS SUBDIVISION  
(Phase 3)**

SECOND AMENDMENT AND SUPPLEMENT TO THE DECLARATION OF COVENANTS,  
RESTRICTIONS, EASEMENTS, ASSESSMENTS, AND ASSESSMENT LIENS FOR CURTIS FARMS  
SUBDIVISION ("Second Amendment") is made and is effective as of the 29<sup>th</sup> day of July, 2016.

**RECITALS**

- A. The plat of subdivision for Curtis Farms Subdivision Phase 1, as the same are delineated upon the plat recorded in Plat Book 695, Page 498, of the Delaware County, Ohio Recorder's Office and re-platted in Plat Book 709, Page 1261 of the Delaware County, Ohio Recorder's Office and being Lots 13 - 32 inclusive, Lots 72-75 inclusive, Lots 100 - 104 inclusive and Reserve A recorded thereon (the "Phase 1 Property").
- B. The plat of subdivision for Curtis Farms Subdivision Phase 2, as the same is delineated upon the plat recorded in Plat Book 951, Page 715 of the Delaware County, Ohio Recorder's Office being Lots 10509 - 10537 inclusive and Reserve B (Lot 10538) recorded thereon (the "Phase 2 Property").
- C. Declarant previously subjected the Property to that certain Declaration of Covenants, Restrictions, Easements, Assessments, and Assessment Liens for Curtis Farms Subdivision by O.R. Book 747, Page 1574-1592 filed on October 4, 2006 in the Delaware County, Ohio Recorder's Office (the "Original Declaration") as modified by that certain First Amendment to the Declaration of Covenants, Restrictions, Easements, Assessments and Assessment Liens for Curtis Farms Subdivision recorded at Instrument O.R. Book 1151, Page 1581-1584, filed on September 12, 2012 in the Delaware County, Ohio Recorder's Office (the "First Amendment").
- D. The Original Declaration and the First Amendment may hereinafter be referred to jointly as the "Declaration."

E. The plat of subdivision for Curtis Farms Subdivision Phase 3, as the same is delineated upon the plat recorded at Plat Book 1398, Page 632 of the Delaware County, Recorder's Office being Lots 11094 -- 11122 inclusive recorded thereon (the "Phase 3 Property"). The Phase 3 Property is more particularly described on Exhibit A-3 attached hereto.

F. Declarant has reserved unto itself in Section 8.02 of the Declaration the right to subject additional portions of real property to the Declaration and to define which of the easements, covenants, conditions, assessments and provisions of the Declaration will apply to such newly-added property.

G. Declarant now desires to annex and subject additional Lots to the Declaration as set forth herein.

### DECLARATION

NOW, THEREFORE, Declarant hereby supplements the Declaration as follows:

1. Defined Terms. The capitalized terms set forth herein shall have the same meaning as specified in the Declaration, unless otherwise defined in this Second Amendment. Further, any references to "Franklin County" in the First Amendment are hereby deleted and replaced with "Delaware County".

2. Annexation. The Phase 2 Property and the Phase 3 Property are annexed to and made subject to the provisions of the Declaration. From and after the execution of this Second Amendment, the Phase 1 Property, Phase 2 Property and the Phase 3 Property shall be collectively referred to as the "Property" under the Declaration.

3. Covenants and Restrictions. The Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and easements set forth in the Declaration, as amended and supplemented, all of which shall run with the land of the Property and be binding on all parties having any right, title or interest in any Lot(s) or portion of the Property, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

4. Association. All owners of a Lot in the Property are Members of the Association and shall have the same rights and responsibilities as all other Lot owners who are Members of the Association, subject to Declarant's rights, in accordance with the Declaration, as amended and supplemented.

5. Ratification of Declaration. Except as amended by this Second Amendment, all of the provisions of the Declaration shall remain in full force and effect. In the case of any conflict between the terms and conditions of the Declaration and this Second Amendment then this Second Amendment will control.

(signature and acknowledgment page to follow)

Declarant has caused this Second Amendment to be executed on the date first set forth above.

MARONDA HOMES, INC. OF OHIO,  
an Ohio corporation

By: *Mark Scheel*  
Mark Scheel, Division Manager

STATE OF OHIO )

COUNTY OF FRANKLIN )

SS:

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this 29 day of July, 2016 by Mark Scheel, Division Manager of MARONDA HOMES, INC. OF OHIO, an Ohio corporation, on behalf of the company.

*At Brown*  
Notary Public

My Commission Expires: Sept 7 2019

This instrument was prepared, in its unexecuted form, by:  
William J. Patterson, Esq.  
STAGNARO, SABA & PATTERSON CO., L.P.A.  
2623 Erie Avenue  
Cincinnati, Ohio 45208  
(513) 533-2700 (phone)  
(513) 533-2999 (fax)



200610040198688  
 Pgs: 10 \$154.00 120000073703  
 10/04/2006 2:42PM SYSTEM 117  
 Robert G. Montgomery  
 Franklin County Recorder

*Delaware*

**DECLARATION OF COVENANTS, RESTRICTIONS,  
 EASEMENTS, ASSESSMENTS, AND ASSESSMENT LIENS FOR  
 CURTIS FARMS SUBDIVISION**

THIS DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, ASSESSMENTS, AND ASSESSMENT LIENS FOR CURTIS FARMS SUBDIVISION ("Declaration"), is made this 14th day of September, 2006, by MARONDA HOMES, INC. OF OHIO, an Ohio corporation (hereinafter referred to as "Declarant"), with offices at 3811 Twin Creeks Drive, Columbus, Ohio 43204.

**ARTICLE I - Declaration/Purpose**

A. The Declarant is the owner of 9.17 acres of real property, including 2 acres of right-of-way area, located in the City of Delaware, Delaware County, Ohio, inclusive of Curtis Farms Phase I, a subdivision of lot numbers 13 through 32, inclusive, 72 through 75, and 100 through 104 inclusive, and Reserve A, as the same are delineated upon the recorded plat thereof, on record in Plat Book 709, Page 1261, Recorder's Office, Delaware County, Ohio (the "Property").

B. The Declarant, as such Owner of the above described Property in said plat, desires to restrict the use to or for which the said Lots may be put and to establish certain easements and assessments and lien rights therefore to advance the purposes set out herein.

C. In order to advance the purposes of this Declaration, the Curtis Farms Homeowners' Association, Inc. ("Association"), an Ohio nonprofit corporation, has been established for the purpose of owning, operating, maintaining, and administering portions of the Curtis Farms Subdivision (the "Subdivision"), together with certain improvements constructed and developed or to be constructed and developed thereon, including but not limited to, Common Areas as dedicated from time to time by Declarant for the common use by the Owners of Lots within the Subdivision; and

D. The Association shall administer and enforce the provisions of this Declaration with the costs incurred by the Association in connection with the operation, administration, maintenance and repair, being an encumbrance upon those portions of the Subdivision which are benefited thereby (as set forth herein); and

E. Declarant hereby reserves the right within its sole and absolute discretion to create and record such supplementary Declarations or Amendments hereto for each replat or subsequent plat with such terms and conditions as Declarant deems appropriate.

**COVENANTS, RESTRICTIONS, EASEMENTS,  
 ASSESSMENTS AND ASSESSMENT LIENS.**

NOW, THEREFORE, be it known that the Declarant, as Owner of the Property described herein, on behalf of itself, and of its successors and assigns, hereby declares that the

CONVEYANCE TAX  
 EXEMPT  
 JOSEPH W. TESTA  
 FRANKLIN COUNTY AUDITOR

Delaware County  
 The Grantor Has Complied With  
 Section 319.202 Of The R.C.  
 DATE 10/2/2006 Transfer Tax Paid 0.00  
 TRANSFERRED OR TRANSFER NOT NECESSARY  
 Delaware County Auditor By JOSEPH W. TESTA

TRANSFER  
 NOT NECESSARY  
 OCT 2 2006  
 JOSEPH W. TESTA  
 AUDITOR  
 FRANKLIN COUNTY, OHIO

Steward Title Agency  
 of Columbus Box



Property shall be held, sold, conveyed and occupied subject to the following covenants and restrictions, assessments and assessment liens, and shall be subject to or benefited by, as the case may be, the licenses and easements described herein, which are for the purpose of preserving the certain Property for the common use of the owners within the Property and the improvements and amenities located thereon, all of which shall run with the title to the land and each part thereof, and be binding on all parties having any right, title or interest in the land and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, its successors and assigns and each Owner (defined below), and the respective heirs, successors and assigns thereof, and the Association (defined below).

## ARTICLE II - Definitions

As used herein, the following terms shall have the meanings set forth herein:

2.01 Articles. The Articles of Incorporation of the Curtis Farms Homeowners' Association, Inc., an Ohio nonprofit corporation.

2.02 Assessments. Collectively, the Annual Assessments, Lot Assessments and Special Assessments.

2.03 Association. The Curtis Farms Homeowners Association, Inc., an Ohio nonprofit corporation, and its successors and assigns.

2.04 Association Documents. This Declaration (as the same may be amended and/or supplemented from time to time) the formative documents of the Association, consisting of the articles of incorporation, code of regulations and any and all procedures, rules, regulations or policies adopted by the Association, or comparable formative documents if the Association is not a corporate entity ("Rules").

2.05 Board. The Board of Directors of the Association.

2.06 Builder. A person or entity (other than Declarant) who or which acquires title to any Lot or parcel for the purpose of construction of a residential dwelling thereon with the strict purpose of reselling the improved Lot to an Owner.

2.07 Code of Regulations. The Code of Regulations of the Association.

2.08 Common Area. The land, improvements or facilities controlled and/or owned by the Association devoted to the common use and enjoyment of the Owners, including without limitation, detention areas.

2.09 Common Expenses. Expenses incurred in maintaining the Common Area.

2.10 Declarant. Maronda Homes, Inc. of Ohio, an Ohio corporation, and any person or entity acquiring all of Declarant's then-remaining interests in the Property.

2.11 Declaration. This Declaration of Restrictive Covenants for Curtis Farms Subdivision.

2.12 Lot. Each separate tract depicted, designated and shown upon any recorded subdivision Plat, or created by a Lot split of a tract depicted, designated and shown upon any recorded subdivision Plat, excepting, however, any tract described in the Declaration or subdivision Plat as Common Area.

2.13 Improvements. All man-made or man-installed alterations to the Property which cause the Property to deviate from its natural condition, including but not limited to buildings, outbuildings and garages; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennas and satellite dishes; flagpoles; swimming pools and tennis courts; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches, trees, hedges, shrubs and other forms of landscaping, and all other structures of every type.

2.14 Member. Every person or entity that holds membership in the Association.

2.15 Operating Expenses. The expenses of the Association for which all Members are liable.

2.16 Owner. The holder of record title in fee simple to any Lot, whether or not such title holder actually resides on the Lot. This term excludes those persons or entities holding record title merely as security for the performance of an obligation by the Declarant and any Builder.

2.17 Plat. Each and every subdivision record plan of real estate as recorded in the plat records of Delaware County, Ohio which affects this Property.

2.18 Property. All land described in Article I (A) of this Declaration, together with all Improvements thereto.

#### ARTICLE III - Protective Covenants and Restrictions

3.01 Lots Use. No Lot shall be used except for residential purposes, except as provided herein. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling, not to exceed two and one-half (2 1/2) stories in height.

3.02 Architectural Control. Until such time as the Declarant no longer owns any Lots, no building shall be erected, placed or altered on any Lot until the construction plans and

specifications and a plan showing the location of the structure have been approved by the Declarant as to the quality of workmanship and materials, harmony of external design with structures in the subdivision, and location with respect to topography and finish grade elevation; provided, however, that the Declarant's approval shall not be construed to be a warranty by the Declarant regarding the quality of workmanship, materials, suitability of materials and compliance with applicable zoning and building laws. If the Declarant shall fail to approve or disapprove any proposed plans and specifications within thirty (30) days after the same shall have been submitted to it for approval, such plans and specifications shall be deemed to have received the denial of the Declarant. Exterior paint and other siding material colors on any structure in the Property at all times shall be limited to neutral earth-tone colors. Following such time as the Declarant is no longer the owner of any Lots, the Board shall have the authority to adopt such rules, regulations and policies as are deemed appropriate with respect to the architectural controls with respect to any improvements on any Lot.

**3.03 Building Location.** No building shall be located on any Lot nearer to the Lot line than the minimum building front, rear and side lines as shown on the recorded Plat; provided, however, if the appropriate governmental authority shall grant a variance to such setbacks, then the requirements hereof shall be so modified. For the purposes of this covenant, caves, steps, and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the building on a Lot to encroach upon any other Lot. No portion of any Lot nearer to any street than the building setbacks line shall be used for any purposes other than that of a lawn; provided, however, that decorative/landscaping walls (not more than 3 feet in height), or live shrubbery hedges (not more than 3 feet in height), shall be permitted on the minimum building setback lines as shown on the recorded Plat of Subdivision.

**3.04 Quiet Enjoyment/Nuisance.** No Owner or resident shall permit or suffer anything to be done or kept upon such Lot which will obstruct or interfere with the rights of quiet enjoyment of other Owners, residents or occupants, or annoy them by unreasonable noises or otherwise. No Owner shall commit or permit nuisance on the premises or commit or suffer any immoral or illegal act to be committed thereon. Each Owner shall comply with all of the requirements of the Board of Health and of all other governmental authorities with respect to said premises, including zoning, building code, property maintenance and signage requirements, and shall remove all rubbish, trash and garbage from the Lot. No speakers, horns, whistles, bells, or other sound devices shall be located, used or placed on any Lot except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof. Picketing shall not be permitted on or near any Lot, either in person or through signage, banners or other forms of communication.

**3.05 Temporary Structures.** No structures of a temporary character, and no trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, other than those used by Declarant or its builder as a temporary construction trailer.

**3.06 Animals.** Except for domesticated household pets, no animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot or in the Common Areas. Any pet

causing or creating a nuisance or unreasonable disturbance must be removed from the Lot within seven (7) days of the Owner's receipt of written notice from the Board, or the Owner will be subject to a fine, as determined by the Board. In addition, all pets must be on a leash and under the Owner's control when using Common Areas or going beyond the Owner's Lot. The Owner shall be responsible for collecting and properly disposing of all waste created by the Owner's pet(s).

3.07 Signs. No sign of any kind shall be displayed to the public view on any Lot or within the public right-of-way or Common Areas, except one professional sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period, including signs used by the Declarant, its agent and assigns in the operation of a model home and/or sales office.

3.08 Waste Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage or other waste must be kept in sanitary containers and out of view of the general public. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

3.09 Miscellaneous Restrictions. The following structures and improvements shall not be permitted on any Lot in the subdivision:

- a. Satellite dishes larger than one meter in diameter;
- b. Solar panels;
- c. Storage tanks, whether above or below-ground (except in conjunction with gas cooking grills);
- d. Outdoor clotheslines;
- e. Above-ground pools which require a filtration system or which are more than six feet (6') in diameter and eighteen inches (18") deep (excluding hot tubs or spas); and
- f. Television or radio antennas.

3.10 Sight Distance of Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be permitted to remain on any corner Lot formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street line, or in the case of a rounded property corner from the intersection of the street property lines extended. The same line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

3.11 Storing Vehicles. No automobile or motor-driven vehicle shall be left upon or in front of a Lot for a period longer than seven (7) days in a condition wherein it is unable to be operated upon the public highway, after which time the vehicle shall be considered a nuisance to the welfare of the neighborhood and shall be removed immediately from the Lot at the Lot

Owner's expense, and be subject to a fine, as determined by the Board. Similarly, no automobile or motor-driven vehicle that is in operable condition may be stored on the Lot in public view for a period of more than seven (7) days within a thirty (30) day period.

**3.12 Boat, Trailer and Vehicle Parking Storage.** No commercial truck, boat, trailer, camper, recreational vehicle or commercial vehicle shall be parked or stored in front of, adjacent to, or on any Lot unless it is in a garage or other vehicle enclosure out of the view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional and nonrecurring temporary parking of such truck, boat, trailer, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed seventy-two (72) hours in any period of thirty (30) days.

The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of animals, machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The phrase "commercial truck" shall include and mean every type of motor vehicle other than passenger cars, passenger vans, motorcycles and any vehicle other than any light or standard sized pickup truck which is used as a personal automotive vehicle by an Owner or a member of an Owner's family.

**3.13 Fences and Walls.** The Owner shall be permitted to construct a fence on the Lot only if the fence (a) is no greater than four (4) feet in height, and (b) meets the style and material requirements approved by the Association. No stockade or chain link fences shall be permitted. Any fence constructed on the Lot shall, in no event, be located closer to the street than a line parallel to the street and extending from the rear corner of the home. Nothing herein shall be construed to permit a violation of any applicable law, ordinance or governmental regulation.

**3.14 Hazardous Actions or Materials.** Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Area that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Area or that might unreasonably disturb the quiet occupancy of any person residing on any other Lot. This paragraph shall not be construed so as to prohibit the Declarant from construction activities consistent with its residential construction practices.

**3.15 Street Tree.** Declarant may designate one (1) or more trees as deemed necessary by Declarant along the street in front of each Lot. If Declarant determines to designate street tree(s), then the Lot Owners agree to such uniform street trees. Each Lot Owner shall care for, and, if necessary, replace such tree or trees at the Lot Owner's expense with a like type of tree.

**3.17 Mailbox.** Declarant may designate a curb side mailbox for each Lot with a design in giving uniformity to the subdivision. If the mailbox is damaged, destroyed or deteriorates, then each Lot Owner, at such Lot Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox.

3.18 Hotel/Transient Uses/Leases. No Lot may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders. All leases shall be in writing and shall be subject to this Declaration.

3.19 Compliance With Zoning Requirements. Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, City, Township and/or Village in which the Property is located. Compliance with all such governmental requirements, as the same hereafter may be enacted or amended, for so long as such requirements are effective and binding, is required by this Declaration. However, in the event the governmental entity(ies) change or agree to a modification of such underlying obligation(s), or if such obligations lapse or for any reason whatsoever become legal or unenforceable, this Declaration shall be deemed modified, ipso facto, and without the need for further action on the part of the Declarant or any Member, such that this Declaration requires compliance with the obligation as affected by such change or modification.

3.20 Grading and Drainage. Without the prior written consent of the undersigned, no construction, grading or other improvements shall be made to any Lot if such improvement would interfere with or otherwise alter the general grading and drainage plan of the subdivision or any existing swales, floodways, or other drainage configuration.

3.21 Landscape Buffers. If landscape buffers are required on certain Lots by the City of Delaware, the Owners of such Lots shall maintain in good condition the landscape buffer zones so required.

3.22 Sheds. If the Owner desires to construct a shed or storage structure on the Lot, the Owner must first submit the plans for such shed to the Association and obtain the prior approval of the Board. If such shed or storage unit is permitted, the following conditions shall at all times apply:

- a. The Owner shall be required to maintain the shed or storage structure in good condition and repair at all times;
- b. The Owners shall install and maintain appropriate landscaping around the perimeter of the shed or storage structure, as instructed by the Board;
- c. The shed or storage structure must be constructed of materials the same as or compatible with the materials used on the existing home on the Lot, as determined by the Board in its sole discretion, and must be painted or sided to match the existing home on the Lot;
- d. The shed or storage unit may not be more than 12 feet wide and 16 feet in depth; and
- e. The location of the shed or storage unit shall be in the rear yard of the Lot and, to the extent possible, not visible from the street.

3.23 Trampolines. If the Owner desires to maintain a trampoline on the Lot, the Owner must first submit such request to the Association and obtain the prior approval of the Board. In no event shall trampolines be permitted in any front or side yard and shall be located in rear yards so as to be shielded from view of the street to the extent possible.

3.24 Maintenance of Lots and Buildings. No Lot or Improvement shall be permitted to become overgrown, unsightly or to fall into disrepair, and all residences and Improvements shall at all times be kept in good condition and repair, with lawns trimmed and weeds controlled, and Improvements adequately painted or otherwise finished in accordance with specifications established by the Board. In the event of damage or destruction to any Improvement on any Lots, the Owner shall cause such Improvement to be removed within ninety (90) days or repaired within a reasonable period of time not to exceed two hundred seventy (270) days, and the Improvement or land thereon restored to an orderly and attractive condition. Each Owner, for himself and his successors and assigns, hereby grants to Declarant and the Association, jointly and severally, the right to make any necessary alterations, repairs or maintenance approved by the Board to carry out the intent of this provision and they further agree to reimburse Declarant or the Association for any expenses actually incurred in carrying out the foregoing. The Association may assess and collect such reimbursement (for itself or on behalf of Declarant, as the case may be) as a compliance assessment.

#### ARTICLE IV -- Easements and Licenses

4.01 Easement of Access and Enjoyment Over Common Area. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Area, and a right of access to and from his/her Lot, which rights shall be appurtenant to, and shall pass with the title to his/her Lot, subject to the terms and limitations set forth in this Declaration, subject to the Rules. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees. All such easements are limited by such restrictions as may apply to the Common Area affected thereby, and no person shall have the right by virtue of such easements to engage in activities on the Common Area which are not permitted according to these Restrictions, pursuant to the provisions of any applicable plat(s) or under agreements with any governmental entities or other third parties.

4.02 Right of Entry for Repair or Maintenance. The duly authorized agents, officers, contractors, and employees of the Association (if formed) shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in this Declaration. The Association may enter any Lot to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common Area or to repair or maintain any condition on any Lot which violates this Declaration, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency.

4.03 Easement for Utilities and Other Purposes. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these easements, no structures, plantings or other material shall be placed or permitted to remain which

may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Board or Declarant also may convey additional easements over the Common Area to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, swales, land contours, ducts, cables, and other equipment or conditions necessary to furnish electrical, gas, sanitary or storm sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board or Declarant deems appropriate; provided that such equipment or condition(s), or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Board or Declarant may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Declarant deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that the Board or Declarant may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably delayed or withheld). Declarant shall have the absolute right within (i) areas designated as drainage courses on the recorded plat of the subdivision, (ii) all areas encumbered by general utility or specific storm drainage easements, and (iii) areas determined by sound engineering practice to be necessary to the proper drainage of all or part of the subdivision, to enter upon Lots and perform grading and other construction activities deemed appropriate in the exercise of Declarant's judgment to install, modify, alter, remove or otherwise work on storm water drainage facilities and conditions (including both surface grading and subsurface structures); If any such entry and/or work performed by Declarant results in damage to other portions of a Lot, or to any improvements thereon, Declarant shall be responsible for the restoration of such portions or improvements at Declarant's sole cost. The Owner of each Lot covered by these covenants shall have an easement over all Lots adjoining his property to discharge over those Lots all surface waters that naturally rise in or flow or fall upon his property. All Lots are subject to such an easement in favor of the Owners of adjoining Lots and their successors and assigns, which easement shall be a covenant running with the property. Except to the extent that any Owner has altered the grade or drainage pattern of his property to the detriment of adjoining properties, in violation of these covenants, any Owner of a Lot who, in violation of this covenant, institutes any legal proceeding against any adjoining Owner for discharge of surface waters over his property shall be liable to indemnify and hold harmless the Owner against whom the proceedings have been instituted from any and all attorneys' fees, damages assessed or other legal expense or cost of any kind incurred in the defense of the proceeding.

4.04 Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage removal personnel and all similar persons, and to the local governmental authorities and the Association (but not to the public in general) to enter upon the Common Area to perform their duties.



4.05 Dedication Rights. Declarant and/or the Association hereby specifically reserves the right to "Dedicate to the Use of the Public" any part of or all of the streets, detention areas and easements in part or in full.

#### ARTICLE V - Association

5.01 Identification and Formation. The name of the Association is; the "Curtis Farms Homeowners' Association, Inc." The Association has been formed as an Ohio nonprofit corporation pursuant to the provisions of Chapter 1702 of the Ohio Revised Code.

5.02 Membership. Every person or entity who is an Owner, Declarant or Builder shall be a Member of the Association. All memberships in the Association shall be appurtenant to and inseparable from the Lot owned by each Member and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot at the time such title is conveyed. Memberships in the Association shall not be assignable, except to the person or entity to which the title to the Lot has been transferred. The ownership of such Lot shall be the sole qualification for membership in the Association. No Owner, whether one or more persons, shall have more than one membership per Lot owned. In the event an Owner consists of more than one person, such persons collectively shall have one membership in the Association in common.

5.03 Governance. The Association shall be governed by a Board of Directors, consisting of three (3) persons. Prior to the date that the Declarant elects to transfer control of the Association to the Lot Owners (the "Turnover Date"), the members of the Board shall be appointed by the Declarant, or the Declarant may elect to act as the Board, or it may appoint a managing agent to act as the Board on its behalf. No members, other than the Declarant, shall have voting rights in Association matters until the Turnover Date. The transfer of control on the Turnover Date shall take place at a meeting which shall occur within six (6) months of the end of the year in which the Declarant ceases to own at least one Lot at the subdivision. Voting and all other matters regarding the governance and operation of the Association following the Turnover Date shall be set forth in the Association Documents.

5.04 Voting Rights. Voting Rights of Members shall be as provided in the Code of Regulations of the Association.

5.05 Transfer Fee. The Association may levy a reasonable transfer fee against new Owners and their Lots to reimburse the Association for the administrative cost of transferring the memberships to the new Owners on the records of the Association.

5.06 Relationship to Above-Mentioned Lots. This Declaration applies to all land and all buildings within the description of the Property above.

5.07 Power, Authority, Duties. The Association shall have all the rights, powers, and duties established, invested, or imposed in this Declaration, its Articles, Code of Regulations,

and duly adopted rules and regulations, and the laws of the State of Ohio applicable with respect to Ohio not-for-profit corporations.

5.08 Specific Powers. Among other things, the Association shall have the following specific powers:

- A. Enforce the provisions of this Declaration;
- B. Acquire title, manage, maintain, repair and replace all Common Areas and facilities, and pay all costs of utilities, operation, maintenance, repairs, replacement, gardening and other necessary services for the Common Areas and facilities;
- C. Grant easements or licenses where necessary for utilities and other service facilities over, on and across the Common Areas and facilities and within platted easements across Lots;
- D. Levy and collect assessments from the Owners of Lots and enforce payments of such assessments;
- E. Pay all taxes and special assessments that would be a lien upon the Common Areas and facilities, and discharge any lien or encumbrance levied against the project or the Common Areas and facilities;
- F. Pay for reconstruction of any portion of the Common Areas, improvements and facilities damaged or destroyed;
- G. Employ and retain a professional manager and/or management company and/or other administrative staff to perform all or any portion of the duties and responsibilities of the Board with respect to administration of the Association;
- H. Make and enforce reasonable rules and regulations governing the use of the Property and the design and maintenance standards associated with Improvements of any Lot, which shall be consistent with this Declaration and the Association Documents. The Board shall have the power to impose sanctions on Owners for violations of the Declaration or Rules, including without limitation: (i) reasonable monetary fines which shall be considered Lot Assessments, (ii) suspension of the right to vote as a Member of the Association, and (iii) suspension of the right to use the Common Area. In addition, the Board shall have the power to seek relief in any court of competent jurisdiction for violations or to abate unreasonable disturbances and violations of this Declaration. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing this Declaration, the Association Documents or the Rules against any Owner, tenant, guest or invitee of any Owner, the amount shall be due and payable by such Owner and shall be a Lot Assessment against such Owner's Lot.
- I. Retain and pay for legal and accounting services necessary and proper, for the efficient operation of the Association; and

J. Perform any and all other acts and things that a nonprofit, mutual benefit corporation organized under the law of the State of Ohio is empowered to do, which may be necessary, convenient or appropriate in connection with the administration of the Association's affairs and the carrying out to the Association's duties as set forth in this Declaration.

5.09 Managing Agent. The Board may retain and employ on behalf of the Association a Manager, which may be Declarant, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed three (3) years and shall allow for termination by either party, without cause, and without penalty, upon no more than ninety (90) days' prior written notice. Part of the Manager's compensation may include an initial lot assessment, in an amount to be determined by the Board from time to time, which shall be in addition to any portion of the initial assessment otherwise charged by the Board, and miscellaneous fees payable in the event of transfers or other transactions involving the Lots.

5.10 Delegation of Duties. In the event the Association shall delegate any or all of its duties, powers or functions, to any person, corporation or firm to act as manager, neither the Association, the Board, nor the Members shall be liable for any omission or improper exercise by the manager of any such duty, power or function so delegated.

5.11 Insurance.

A. The Association shall obtain and maintain adequate blanket property insurance, liability insurance and flood insurance covering all or any portion(s) of the Common Area in an amount as is commonly required by prudent institutional mortgage investors. The cost of any such insurance shall be included as a Common Expense for Association budgeting purposes.

B. The Association may, in the Board's discretion, obtain and maintain the following additional insurance: (a) fidelity bond coverage and workers' compensation insurance for all officers, directors, board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (b) adequate comprehensive general liability insurance, (c) officers' and Directors' liability insurance, (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Association deems necessary.

C. In the event of damage or destruction of any portion of the Common Area, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Association may levy a Special Assessment pursuant to Section 6.04 to cover the additional costs.

5.12 Books, Records. Upon reasonable request of any Member, the Association shall be required to make available for inspection all books, records and financial statements of the Association. A reasonable fee may be charged to cover the costs of handling, copying and/or delivering such books and records to a Member who requests the same.

#### ARTICLE VI - Assessments

6.01 Operating Fund. The Board shall establish a Operating Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association and repairing and maintaining the Common Area.

6.02 Types of Assessments. The Declarant, for each Lot owned, covenants and agrees, and each Owner, by accepting a deed to a Lot, is deemed to covenant and agree, to pay to the Association the initial assessment referred to in Section 5.09 above, and the following assessments: (i) Annual Assessments; (ii) Special Assessments; and (iii) Lot Assessments. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Area or by abandoning his/her Lot. Annual and Special Assessments shall be fixed at a uniform rate for all Lots.

6.03 Annual Assessments. The Board shall estimate the Common Expenses and the expenses, if any, it expects the Association to incur for the maintenance, operation and management of the Association, (which may include amounts, if any, for a Reserve Fund, as may be determined by the Board) and shall assess each Owner of a Lot an Annual Assessment equal to such estimated expenses divided by the total number of Lots. The Annual Assessments shall be paid in accordance with the procedures set forth in the Rules. Notwithstanding the foregoing, prior to the Turnover Date, Declarant may elect to pay the Annual Assessments applicable to Lots owned by Declarant or in lieu thereof, not pay such Annual Assessments and pay any deficit incurred in operating the Association.

6.04 Special Assessments. The Board may levy against any Lot(s) a Special Assessment to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Reserve Fund; provided that any such assessment shall have the assent of two-thirds (2/3) of Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. A quorum must be present at any such meeting.

6.05 Lot Assessments. The Board may levy a Lot Assessment against any Lot(s) and the Owner(s) thereof to reimburse the Association for costs incurred on behalf of the Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of enforcement (including court costs and the Association's legal fees, if applicable) relative to any deed restriction violation which exists on such Lot(s); costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses

chargeable to an Owner but not separately billed by the utility company, and all other fines and charges reasonably determined to be a Lot Assessment by the Board. Upon its determination to levy a Lot Assessment, the Board shall give the affected Owner(s) written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Lot Assessment, 10 days prior to the effective date of the levy of any Lot Assessment. The Board may levy a Lot Assessment in the nature of a fine reasonably determined by the Board against the Lot of any Owner who violates the Rules, the Association Documents or any provision of this Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules, the Association Documents, or provisions of this Declaration.

#### 6.06 Remedies.

A. Interest; Late Charge. If any Assessment remains unpaid for 10 days after all or any part thereof shall become due and payable, the Board may charge interest at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, and the Board, or the Manager, if applicable, may collect an administrative collection charge in an amount to be established from time to time by the Board.

B. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including reasonable attorneys' fees shall become the personal obligation of the Owner(s) beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute an action at law (including an action of foreclosure) on behalf of the Association against the Owner(s) personally obligated to pay any delinquent assessment. An Owner's personal obligation for a Lot's delinquent Assessments shall also be the personal obligation of his/her successors in title who acquire an interest after any Assessment becomes due and payable and both such Owner and his/her successor in title shall be jointly and severally liable therefore. Except as otherwise provided herein, the transfer of an interest in a Lot shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

C. Lien. All unpaid Assessments, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment remains unpaid for ten (10) days after it is due, then the Board may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and costs with the appropriate governmental office containing a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, the amount of the unpaid portion of the Assessment, and such other information as the laws of the State may require. The certificate may be signed by any officer, authorized agent or Manager of the Association. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, and may thereafter be renewed for like consecutive terms, until and unless the lien is released earlier or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or

unless the lien is discharged by the final judgment or order of any court having jurisdiction. Notwithstanding the foregoing, the lien for Assessments provided for in this Section shall be subordinate to the lien of any bona fide first mortgage on a Lot.

D. Foreclosure of Lien for Assessments. The lien for any Assessment may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Ohio. In any such foreclosure, the Owner shall be required to pay all costs of foreclosure and expenses which shall be secured by the lien being foreclosed. The Association shall have the right and power to bid at the foreclosure sale or other legal sale to acquire the Lot foreclosed upon, and thereafter to hold, sell, lease, convey, use, encumber or otherwise deal with the same as the Owner thereof.

E. Vote on Association Matters: Use of Common Area. If any Assessment remains unpaid for thirty (30) days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Area, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid.

#### ARTICLE VII - Maintenance

7.01 Maintenance by Association. The Association shall maintain and keep in good repair the Common Area. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Common Area and all personal property used in connection with the operation of the Common Area.

7.02 Maintenance by Owner. Each Owner or occupant shall repair, replace, and maintain in good order and safe and sanitary condition, at his/her expense, his/her Lot, and all portions of, improvements to, structures on, and, equipment and components used in connection with, his/her Lot, as well as the lawn and landscaping on such Lot. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at his/her own expense all maintenance, repairs and replacements within such Lot that, if omitted, would adversely affect the safety and usefulness of the Common Area. Each Owner shall maintain those portions of his/her Lot that are adjacent to any portion of the Common Area in accordance with the Rules and the requirements set forth in this Declaration.

7.03 Right of Association to Repair Lot. If any Owner fails to maintain his/her Lot in the manner required herein, and if the Board determines that any maintenance of that Lot is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Area by Owners, to prevent damage to or destruction of any other part of the Common Area or to comply with the Rules or the terms of this Declaration, then the Board may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance and the Board may levy a Lot Assessment for all reasonable expenses incurred.

7.04 Damage to Common Area By Owner or Occupant. If the Common Area is damaged by any Owner or occupant, his/her family, guests, or invitees, then the Board may levy a Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. The Association shall be entitled to enter a Lot to repair or maintain any Common Area adjacent to such Lot.

#### ARTICLE VIII - Miscellaneous

8.01 Term. This Declaration shall bind and run with the land for a term of thirty (30) years from and after the date that this Declaration is filed for recording with the appropriate governmental office and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless earlier terminated by a majority of the Members.

8.02 Enforcement: Waiver. This Declaration may be enforced by any proceeding at law or in equity or both by the Declarant, by any Owner, by the Association, and by the City of Delaware ("City"), and their respective heirs, successors and assigns (each such party shall herein be referred to as an "Enforcing Party"), against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees). Enforcement of these restrictions by any Enforcing Party may proceed at law or in equity or both against any person or persons violating or attempting to violate any restrictions, and such proceedings may be either to restrain violation or to enforce compliance or to recover damages. No failure to object to any violation of any restriction shall be deemed a waiver of the right to do so thereafter, either as to the same violation or as to one occurring prior to or subsequent thereto. If any Enforcing Party prevails in a proceeding at law or in equity or both against any person or persons violating or attempting to violate any restrictions, and such proceedings may be either to restrain violation or to enforce compliance or to recover damages, then said person or persons shall be also able to recover legal fees and expenses involved in such action or proceeding. In the event that the Association fails to adequately maintain the Common Areas, the City may, after giving written notice to the Association, undertake to maintain the Common Areas and shall have the right to levy and collect assessments from the Owners for each Owner's pro rata share of the expenses incurred by the City in performing all such maintenance. In addition, the duly authorized agents, officers, contractors, and employees of the Association (if formed) and/or the City shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in this Declaration, to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common Area or areas designated on the Plat as landscape buffers, conservation easements, reserve areas, detention or retention ponds and the like, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency. BY ACCEPTING A DEED TO A LOT, EACH OWNER IS DEEMED TO WAIVE THE DEFENSES OF LATCHES AND STATUTE OF LIMITATION IN CONNECTION WITH THE ENFORCEMENT OF THIS DECLARATION OR THE RULES.

8.03 Amendments. Until the Turnover Date, (or until such time as Declarant no longer continues to own any Lots at the Property), Declarant may, in its sole and absolute discretion, unilaterally amend this Declaration at any time and from time to time, without the consent of any other Owners. Any such amendment may modify the provisions hereof and/or impose covenants, conditions, restrictions and easements upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property. After the Turnover Date, Declarant may unilaterally amend this Declaration, without the consent of any other Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) necessary to conform to the requirements of United States Federal Housing Administration, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner thereof has consented to such amendment in writing. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Declaration at any time and from time to time by executing and recording in the appropriate governmental office an amendment to this Declaration specifying that such additional property is part of the Property. An amendment to this Declaration shall not require the joinder or consent of the Association, other Owners, mortgagees or any other person. In addition, such amendments to the Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Declarant, to reflect and address the different character or intended development of any such additional property.

8.04 Declarant's Rights to Complete Development. Declarant shall have the right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (b) construct or alter improvements on any property owned by Declarant; (c) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Declarant or the Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Declarant or its assignee shall have the right of ingress and egress through the streets, paths and walkways located in the Property for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in this Declaration shall limit the rights of Declarant or require Declarant or its assignee to obtain approval to: (i) excavate, cut, fill or grade any property owned by Declarant or to construct, alter, remodel, demolish or replace any Improvements on any Common Area or any property owned by Declarant as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (ii) require Declarant to seek or obtain the approval of the Association for any such activity or Improvement on any Common Area or any property owned by Declarant. Nothing in this Section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.



8.05 Declarant's Rights to Replat Declarant's Property. Declarant reserves the right, at any time and from time to time, to amend, alter or replat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by Declarant and Owners consenting to such amendment, alteration or replatting shall be the subject of any such amendment, alteration or replatting. Each Owner and Member and the Association whose Lot is not altered by such amendment, alteration, or replatting, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

8.06 Mortgagee Rights. A holder or insurer of a first mortgage upon any Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:

- A. any proposed amendment of this Declaration;
- B. any proposed termination of the Association; and
- C. any default under this Declaration which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

Each holder and insurer of a first mortgage on any Lot shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the Association during normal business hours.

8.07 Indemnification. The Association shall indemnify every Board member, officer and trustee of the Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or trustee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he/she may be a party by reason of being or having been an officer or trustee. The Board members, officers and Directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The Board members, officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Board members, officers or Directors may also be Members of the Association), and the Association shall indemnify and forever hold each such Board member, officer and trustee free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Board member, officer or trustee, or former Board member, officer or trustee, may be entitled.

8.08 Severability. If any article, section, paragraph, sentence, clause or word in this Declaration is held by a court of competent jurisdiction to be in conflict with any law of the State, then the requirements of such law shall prevail and the conflicting provision or language

shall be deemed void in such circumstance; provided that the remaining provisions or language of this Declaration shall continue in full force and effect.

8.09 Addition of Property. From time to time, the Declarant, or any successor or assign, may subject land adjacent to the Property to the terms and conditions of this Declaration without the assent of the Association or the Owners of Lots already included in the Property, and after each subjection, such annexation property shall thereafter be included in the defined term Property as used in this Declaration. Declarant reserves the sole and absolute discretion to add land adjacent to the Property to this Declaration.

8.10 Captions. The caption of each Article, section and paragraph of this Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration.

8.11 Notices. Notices to an Owner shall be given in writing, by personal delivery, at the Lot, if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail first class, postage-prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by the Owner.

WITNESS THE DUB EXECUTION HEREOF THE 18 DAY OF September, 2006.

MARONDA HOMES, INC. OF OHIO  
an Ohio corporation

By [Signature]  
John Oberlin, Vice President

STATE OF OHIO )

COUNTY OF FRANKLIN )

SS:

The foregoing instrument was acknowledged before me this 18th day of September, 2006, by John Oberlin, Vice President of Maronda Homes, Inc. of Ohio, an Ohio Corporation, for and on behalf of said corporation.



KELLY J. BEATTY  
Notary Public, State of Ohio  
Pickaway County  
My Commission Expires 9/22/10

[Signature]  
Notary Public

200600038544  
Filed for Record in  
DELAWARE COUNTY, OHIO  
ANDREW D BRENNER  
10-31-2006 At 03:43 pm.  
Declaration 168.08  
200600038544 747 Page 1574 - 1592  
STEWART TITLE-BOK