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**LINDA HOFFMANN
MEDINA COUNTY RECORDER**

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MEDINA COUNTY RECORDER

LINDA HOFFMANN

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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR
HILLSONG HOMEOWNERS ASSOCIATION, INC.**

Declarant, **Hillsong LLC**, an Ohio limited liability company, is the owner of certain real estate in Montville Township, Medina County, Ohio, described in Exhibit A, attached (hereinafter referred to as "Property").

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and reservation of easements herein, which are for the purpose of protecting the value and desirability of and which shall run with the Property submitted hereunder or which may subsequently be added, and shall be binding on all parties having any right, title or interest in the Property, its successors and assigns, and shall inure to the benefit of each owner thereof. In addition, Declarant, on behalf of itself and its successors and all Owners, covenants and agrees to comply with the requirements of the Final Development Plan and / or accompanying Resolutions as the same are applicable to the Property, and the Lots.

Declarant shall not be responsible or liable for the actions of the Association created herein.

ARTICLE I

DEFINITIONS

- 1.1. Act.** "Act" means Chapter 5312 of the Ohio Revised Code, the Ohio Planned Community Act, and as the same is subsequently amended.
- 1.2. Additional Land.** "Additional Land" means the property described in Exhibit "B" which may be made subject to this Declaration pursuant to Article XII.
- 1.3. Allocated Interests.** "Allocated Interests" means the Common Expense Liability and votes in the Association as set forth in Article III.
- 1.4. Assessments.** "Assessments" means those charges upon the Lots established by Article VII of this Declaration.
- 1.5. Association.** "Association" means Hillsong Homeowners Association, Inc., an Ohio nonprofit corporation, its successors and assigns. Except as the context otherwise requires "Association" shall mean the Board of Directors acting on behalf of the Association.
- 1.6. Board.** "Board" shall mean the Board of Directors of the Association.
- 1.7. Builder.** "Builder" means any person or entity (including the Declarant) who acquires a Lot for the purpose of improving that Lot and erecting a Dwelling Unit or Dwelling Units thereon for resale to an Owner.
- 1.8. Bylaws.** "Bylaws" means the code of regulations adopted by the Association for the operation of the corporation as required by the Act. A copy is attached as Exhibit D.
- 1.9. Common Elements.** "Common Elements" shall mean any real estate owned or leased by the Association other than a Lot, including easements in favor of the Association.
- 1.10. Common Expense Liability.** "Common Expense Liability" means the liability for Common Expenses allocated to each Lot pursuant to Article III, of this Declaration.

1.11. Common Expenses. "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the benefit of Owners of the Lots within the Property, which shall include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized herein. The Common Expenses shall not include any costs associated with the Storage Facility.

1.12. Declarant. "Declarant" means Hillsong, LLC, its successors and assigns. Mailing Address: 23550 Center Ridge Road, Suite 101, Westlake, OH 44145. At such time as the Association becomes successor to the rights of the Declarant, references to the "Declarant" contained in this document and any supplements shall be interpreted to mean the "Association."

1.13. Declarant Control Period. "Declarant Control Period" means the period of time that the Declarant may appoint members of the Board of Directors and the officers of the Association as set forth in Article XIII.

1.14. Declaration. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Hillsong Homeowners Association, Inc., including any amendments hereto.

1.15. Development Period. "Development Period" means the period commencing on the date of recording of this Declaration and ending on the date ten (10) years thereafter within which the Declarant has the right to submit Additional Land to the terms of this Declaration.

1.16. Development Rights. "Development Rights" means those rights reserved by the Declarant in Article XII.

1.17. Dwelling Unit. "Dwelling Unit" means a portion of an attached multi-family building and/or mixed-use multi-unit building designed and intended for use and occupancy as a single-family residence, further known as Townhomes.

1.18. Final Development Plan. "Final Development Plan" means the plan as approved by Montville Township Zoning Commission including any subsequent resolutions approving additional phases and any amendments thereto.

1.19. Lot. "Lot" means the physical portion of the Property created pursuant to Chapter 711, R.C., and which are further described in Article II, Section 2.1.

1.20. Member. "Member" means any person or entity entitled to membership in the Association as provided herein.

1.21. Occupant. "Occupant" means any person in possession of a Dwelling Unit whether or not such possession is lawful and shall include but not be limited to, an Owner's family members, guests, invitees, tenants and lessees.

1.22. Owner. "Owner" means the Declarant or other person or entity that owns a Lot, but does not include a person or entity having an interest in a Lot solely as security for an obligation.

1.23. Private Road and Utility Lines – means all Roadway and all storm servicing both single family homes and townhomes, water and sanitary for townhomes only. All other utilities not mentioned here are to be owned and maintained by Medina County.

1.24. Private Streets. "Private Streets" shall mean the streets and access drives being permanent nonexclusive "ingress/egress easements" as shown on the approved development plans.

1.25. Property. "Property" means the real estate described in Exhibit "A" attached hereto and any other property, which may be made subject to the terms of this Declaration, together with any improvements, made thereon.

1.26. Record Plan. "Record Plan" means the record plat for Hillsong, Phase 1, which plat is filed with the Medina County Recorder's Plat Records as **Instrument #2025PL000033** of the Official Records of Medina County, Ohio, and any subsequent plats or replats thereof.

1.27. Special Declarant Rights. "Special Declarant Rights" means those rights reserved by the Declarant in Article XIII.

1.28. Supplemental Declaration. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration executed by or consented to by Declarant which subjects Additional Property to this Declaration; imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or designates property as Common Elements.

1.29. Surface Water Management System. "Surface Water Management System" shall mean the system designed for the Property by the Declarant for storm water, soil erosion and sediment control. Such system shall include all existing watercourses, ditches, retention basins and swales located in the Property.

1.30. Woodford Commons Access Easement. “Woodford Commons Access Easement” means that certain Access Easement Agreement executed by Declarant, Woodford Commons HOA, and the Association, as maintenance obligor, which easement is filed as **Instrument # 2025OR009296** of the Official Records of Medina County, Ohio, and any subsequent amendments thereof.

1.31. Woodford Commons HOA. “Woodford Commons HOA” shall mean and refer to Woodford Commons Homeowners Association, Inc., an Ohio nonprofit corporation.

1.32. Woodford Commons Stormwater Drainage Easement. “Woodford Commons Stormwater Drainage Easement” means that certain Stormwater Drainage Easement Agreement executed by the Association and Woodford Commons HOA, which easement is filed as **Instrument # 2025OR011270** of the Official Records of Medina County, Ohio, and any subsequent amendments thereof.

ARTICLE II

LOTS

2.1. Lots. The Lots shall be single-family lots for the construction and occupation of single-family an attached single-family townhouse type Dwelling Units.

2.2. Description of Lot Boundaries. The boundaries of the Lots shall be those as set forth on the Record Plan.

ARTICLE III

ALLOCATION OF ALLOCATED INTERESTS

3.1. Common Expense Liability. The allocation of Allocated Interests for Common Expense Liability shall be determined in accordance with the allocation of the various assessments as set forth in Article VII, Section 7.8.

3.2. Votes in the Association. The allocation of Allocated Interests for voting purposes shall be one vote per Lot.

ARTICLE IV

COMMON ELEMENTS AND EASEMENTS

4.1. Description. The Common Elements shall be any portion of the Property owned by the Association in fee or by easement or leased to the Association. The Storage Facility shall not be part of the Common Elements.

4.2. Easements. The Property shall be subject to certain easements. These easements shall be appurtenant to and pass with the title to the Lots and the Lots.

4.2.1. Utility Easements. The Common Elements and Lots shall be, and hereby are, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Common Elements and Lots. The easements created in this Section shall include, without limitation, rights of governmental agencies or authorities to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits, equipment, ducts and vents, over, under, through, along and on the Common Elements and Lots. Notwithstanding the foregoing provision of this Section, unless approved in writing by the Owners affected thereby, any such easement shall be located in substantially the same location as such facilities existed at the time of first conveyance of the subject Lot by the Declarant, or as shown on the Record Plan, or so as not to materially interfere with the use of occupancy of the Lot by its Owners and Occupants.

It is the intent of the Builder to install multiple electrical and gas meters (a.k.a. a "meter bank") on the side of each Dwelling Unit (a "Meter Bank"), which Meter Bank may service multiple Dwelling Units. Specifically, the Meter Bank shall contain a conduit wherein utility lines (electric, gas, phone and cable) may run through and/or around a Dwelling Unit to service a separate Dwelling Unit, and the conduit for such utility lines shall also pass through a Party Wall. Therefore, the easement contained in this Section 4.2.2 shall include easements in favor of the Declarant, Owners, appropriate utility and service companies and governmental agencies and authorities for such utility and service lines and equipment to enter any Dwelling Unit or Party Wall to service, maintain or replace such utilities. The easement set forth in this Section 4.2.2 need not be shown on the Record Plat.

No storm sewers, sanitary sewers, electrical lines, water lines or other utilities may be installed or relocated on the Record Plat, except as may be approved by the Declarant.

Should any entity furnishing a service covered by the general easement herein request a specific easement by a separate recordable document, the Declarant shall have the right to grant such easement without conflicting the terms hereof. The easements provided in this Section shall in no way adversely affect any other easement shown on the Record Plan

4.2.2. Enjoyment. The Common Elements shall be subject to an easement of enjoyment in favor of the Lots and the Owners. Such easement shall be limited to the purposes for which the easements are created. Nothing herein shall be construed to provide any right of access to the Lots or Lots by any persons who are not Owners thereof, except as otherwise provided herein for maintenance.

4.2.3. Maintenance. Declarant hereby reserves to itself, its successors and assigns, a permanent nonexclusive easement for ingress and egress, and enjoyment over the Lots for the purpose of providing maintenance and other services as required by the Declaration.

4.2.4. Access. The Common Elements shall be subject to permanent nonexclusive easement for ingress and egress in favor of the Lots or as otherwise provided herein. Such easements shall be limited to the purposes for which the easements were created. A non-exclusive easement is granted to the Owners of all Lots, Occupants, their guests and invitees, and to all police, fire and other emergency personnel, and to all similar persons, and to the local governmental authorities, but not to the public in general, to enter upon the Common Elements, including the Private Streets as shown on the Record Plan in the performance of their duties.

4.2.5. Drainage. The Lots shall be subject to easements in favor of the Lots benefited for Surface Water Management as further defined in Article V of the Declaration. No Owner shall do anything on or within a Lot or Dwelling Unit that shall unreasonably increase the flow of surface water.

4.2.6. Montville Township. A non-exclusive easement is granted to Montville Township, and to all police, fire and other emergency personnel, ambulance operators, delivery, garbage and trash removal personnel, and to all similar persons, and to the local governmental authorities, but not to the public in general, to enter upon the Common Elements and the Surface Water Management System in the performance of their duties.

4.3. Owner's Delegation Rights. Any Owner may delegate his or her easement rights and rights of enjoyment to the Common Elements to any Occupants, and any guests, invitees, tenants or lessees thereof. Any Owner who has leased his or her Lot shall be deemed to have delegated such rights. Any such delegation, however, shall in accordance with and subject to reasonable rules, regulations and limitation as may be adopted by the Association in accordance with its Bylaws/Code of Regulations.

4.4. Lot Easements. The Lots shall be subject to and benefited by the following easements:

4.4.1. Encroachment. The Common Elements appurtenant to any Lot shall be subject to an easement for encroachment in favor of the Lots benefited by reason of any encroachment of any portion of a Dwelling Unit or any fixture attached thereto if such encroachment was a result of the original construction of the Dwelling Unit. The Declarant and any Builder are hereby released from any liability resulting from any such encroachments, and may relocate boundaries pursuant to the provisions of Article XII.

4.4.2. Access. Each Owner and Occupant is granted an easement for ingress and egress over any other Lot for the purpose of access to portions of such Owner's or Occupant's Lot which may not be accessible from such Owner's or Occupant's Lot for the purpose of maintenance or other reasonable use of such Lot.

4.5. Wetlands Area.

4.5.1. Area. The area shall be that shown on the Record Plan.

4.5.2. Prohibited Uses and/or Activities.

4.5.2.1. There shall be no dredging, filling or other discharges within or impacting the wetland areas except in compliance with applicable statutes, rules, and ordinances pertaining to wetlands, including statutes and rules issued by or implemented by the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, and the Ohio Environmental Protection Agency;

4.5.2.2. There shall be no construction, development or improvement work within or impacting the wetland areas except as permitted by the U.S. Army Corps of Engineers and the Ohio Environmental Protection Agency;

4.5.2.3. Mowing and trash disposal, including vegetative clippings, shall be prohibited within the boundaries of the wetland areas;

4.5.2.4. It is a condition hereof that each Owner shall indemnify and hold Declarant and the Association harmless from and against any liability, cost, and expense (including reasonable attorney and/or environmental consultant fees) arising out of or relating to the failure by an Owner to comply with the requirements of this Section;

4.5.3. The requirements of this Section shall not be amended except by the Declarant and/or except in accordance with applicable statutes, rules, and ordinances pertaining to wetlands, including statutes and rules issued by or implemented by the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, and the Ohio Environmental Protection Agency.

4.6. Limitation on Common Elements and Easements. All Common Elements, easements and rights granted herein are subject to:

4.6.1. Restrictions set forth in this Declaration and any Supplemental Declaration.

4.6.2. Any rules and regulations adopted by the Association and the right to enforce such rules and regulations.

4.6.3. The right of the Association to levy assessments for the Common Expenses and other assessments as set forth herein.

4.6.4. The right of the Declarant and the Association to amend the Record Plat and to grant further rights and easements within, upon, over, under, and across the Common Elements for the benefit of the Owners, the Association or Declarant. The Association, however, shall have no right to amend the Record Plat with respect to the Lots and Lots.

4.6.5. The Common Elements cannot be mortgaged or conveyed without the consent of seventy-five (75%) of the Owners. A conveyance or encumbrance of the Common Elements shall not deprive any Lot or Dwelling Unit of its rights of access nor affect the priority of validity of pre-existing encumbrances.

4.6.6. If access to any residence is through the Common Elements, any conveyance or encumbrance of such area is subject to the Owner's easement.

4.6.7. All rights granted to the Association in this Declaration.

4.7. Maintenance of Access Easement Areas (Woodford Blvd., Coventry Park Lane, and Wexford Court). The Association, at its expense, shall keep all facilities and drives now or in the future located in the access easement areas identified in the Woodford Commons Access Easement in good condition and repair, ordinary wear and tear excepted, and shall otherwise perform the obligations undertaken by the Association under such easement agreement, all in accordance with the express terms thereof.

Development rights and Special Declarant Rights as set forth in Articles XII and XIII.

ARTICLE V

SURFACE WATER MANAGEMENT

5.1. Surface Water Management System. The Surface Water Management System shall consist of the "10' Storm Easements" and "Private Drainage Easements" as shown on the Record Plan. Such system shall also include all existing and constructed watercourses, ditches, retention/detention basins, swales, drainage pipes, catch basins and the like, located in the Property. In addition, the Surface Water Management System shall consist of the drainage ways and drainage easements and any easements for access to any detention or retention basins.

5.2. Surface Water Management System Easements. Each Lot shall be subject to and shall be benefited by an easement for storm sewers, drainage and surface water management as more particularly shown on the Record Plan. Such easement shall be non-exclusive as to the Owners and shall run to the Association, which has control and responsibility for drainage and surface water management. Such easement, however, shall not run to the public at large.

5.3. Maintenance and Administration. The Association shall maintain and administer the Surface Water Management System in good and functioning condition and in accordance with the guidelines as may be promulgated from time to time by the Ohio EPA, the Medina County Engineer and Montville Township and/or any other agency or entity having jurisdiction over surface water management. The Association shall have primary responsibility for the maintenance of detention/retention basins, including any pipes, concrete gutters or mechanical devices, including vegetation control, debris removal and waterfowl control, including but not limited to any creeks, streams, or natural waterways. By acceptance of such responsibility, the Association

shall not be liable for any damage caused by surface water, erosion, landslide or other similar causes, unless such damage was proximately caused by the failure to exercise ordinary care in carrying out its duties and responsibilities. In the event of transfer of any part of the Property that contains any part of the Surface Water Management System to a government entity, the Association shall continue to maintain the Surface Water Management System contained on the part transferred as if its own as specified in this Declaration unless maintenance is specifically accepted by the government entity that received the part and the new maintenance arrangement is approved by Montville Township Trustees. In the event of private transfer, the Association's maintenance duties shall remain over the transferred part unless alternative maintenance is approved by the Montville Township Trustees.

5.4. Access to Lots. For the purpose solely of performing the maintenance required or authorized herein, the Association, through its duly authorized agents or employees, or subcontractors, shall have the right, after reasonable notice, to enter upon the Lot at reasonable hours on any day.

5.5. Restriction on Use. No Owner shall use or permit any other persons to use the Surface Water Management System in any manner which would constitute a nuisance, hazard or unsanitary condition or be in violation of any local, state, or federal law ordinance, rule, regulation or statute.

5.6. Maintenance of Stormwater Drainage Easement Area (Woodford Commons). The Association, at its expense, shall maintain in good condition and repair, and replace as necessary, at its sole cost and expense, the utility facilities located in the Stormwater Drainage Easement Area identified in the Woodford Commons Stormwater Drainage Easement, and shall otherwise perform the obligations undertaken by the Association under such easement agreement, all in accordance with the express terms thereof.

ARTICLE VI

OWNERS ASSOCIATION

6.1. Formation. The Declarant has or will cause to be chartered as a nonprofit corporation named Hillsong Homeowners Association, Inc. The purposes for the Association are to provide for the administrative governance, maintenance and upkeep of the Property and to promote the health, safety, and welfare of the Owners and Occupants of a Lot.

6.2. Membership. The membership of the Association shall at all times consist exclusively of Owners of the Lots within the Property. All such Owners shall be members. Membership shall be appurtenant to and may not be separated from such ownership.

6.3. Powers of the Association. Subject to Special Declarant Rights hereinafter set forth, the Association may:

6.3.1. Hire and fire managing agents, attorneys, accountants, and other independent professionals and employees that the board determines are necessary or desirable in the management of the property and the association;

6.3.2. Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the association, the board of directors, or the property, or that involves two or more owners and relates to matters affecting the property;

6.3.3. Enter into contracts and incur liabilities relating to the operation of the property;

6.3.4. Enforce all provisions of the declaration, bylaws, covenants, conditions, restrictions, and articles of incorporation governing the lots, common elements, and limited common elements;

6.3.5. Adopt and enforce rules that regulate the maintenance, repair, replacement, modification, and appearance of common elements, and any other rules as the declaration provides;

6.3.6. Acquire, encumber, and convey or otherwise transfer real and personal property, subject to section 5312.10 of the Act;

6.3.7. Hold in the name of the owners association the real property and personal property;

6.3.8. Grant easements, leases, licenses, and concessions through or over the common elements;

6.3.9. Levy and collect fees or other charges for the use, rental, or operation of the common elements or for services provided to owners;

6.3.10. Pursuant to section 5312.11 of the Act, levy the following charges and assessments:

6.3.10.1. Interest and charges for the late payment of assessments;

6.3.10.2. Returned check charges;

6.3.10.3. Enforcement assessments for violations of the declaration, the bylaws, and the rules of the owners association;

6.3.10.4. Charges for damage to the common elements or other property.

6.3.11. Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;

6.3.12. Impose reasonable charges for preparing, recording, or copying the declaration, bylaws, amendments to the declaration and bylaws, resale certificates, or statements of unpaid assessments;

6.3.13. Authorize entry to any portion of the planned community by designated individuals when conditions exist that involve an imminent risk of damage or harm to common elements, another Dwelling Unit, or to the health or safety of the occupants of that Dwelling Unit or another Dwelling Unit;

6.3.14. Subject to division (A)(1) of Section 5312.09 of the Act, borrow money and assign the right to common assessments or other future income to a lender as security for a loan to the Association;

6.3.15. Suspend the voting privileges and use of recreational facilities of an Owner who is delinquent in the payment of assessments for more than thirty days;

6.3.16. Purchase insurance and fidelity bonds the directors consider appropriate and necessary;

6.3.17. Invest excess funds in investments that meet standards for fiduciary investments under the laws of the State of Ohio;

6.3.18. Exercise powers that are any of the following:

6.3.18.1. Conferred by the declaration or bylaws;

6.3.18.2. Necessary to incorporate the Association as a nonprofit corporation;

6.3.18.3. Permitted to be exercised in this state by a nonprofit corporation;

6.3.18.4. Necessary and proper for the government and operation of the Association.

6.4. Voting Rights. Subject to Special Declarant Rights as set forth in Article XIII, Owners shall be entitled to vote on matters properly before them in accordance with this Article, the Code of Regulations and the laws of the State of Ohio.

6.5. Number of Votes. Each Lot shall have one vote. If only one of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts the vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to any Lot owned by the Association may be cast.

6.6. Proxies. A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the Owners of a Lot through a duly executed proxy. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot.

Unless expressly reserved and the Association is notified of such reservation, a land contract vendee shall be deemed the proxy of a land contract vendor for purposes of this section.

6.7. Annual Meeting. A meeting of the Members of the Association must be held at least once each year.

6.8. Management Agent. The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, certain powers granted to the Board by this Declaration. The Declarant, or an affiliate of the Declarant, may be employed as a managing agent or manager.

No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without termination fee on ninety (90) days or less written notice.

6.9. Cessation of the Association. If the Association should for any reason cease to exist, be dissolved or terminated by operation of law, or otherwise fail to carry out its duties, then the Owners shall be thereafter jointly responsible to carry out the duties prescribed to the Association by the Declaration and any Supplemental Declarations.

6.10. Cooperation with Woodford Commons HOA. Woodford Commons HOA shall operate as a "Minor HOA" hereunder, with the Association operating as a the "Master HOA." The Association's rights and obligations as the Master HOA hereunder shall be limited to those expressly set forth in the Woodford Commons Access Easement and the Woodford Commons Stormwater Drainage Easement. The Association may, however, agree to cooperate with Woodford Commons HOA on other matters mutually affecting the associations following written request from Woodford Commons HOA; provided, however, that the Association shall have no obligation to undertake additional duties for or on behalf of Woodford Commons HOA. The Association may only undertake additional duties on behalf of Woodford Commons HOA pursuant to written agreement signed by the Association and filed with the Medina County Recorder's office and providing reasonable compensation to the Association for undertaking such duties.

ARTICLE VII

ASSESSMENTS

7.1. Establishment of Assessments. There are hereby established for the benefit of the Association, its successors and assigns, as a charge on each Lot, certain Assessments for Common Expenses and other expenses. Each Owner, by acceptance of a deed, covenants and agrees to pay such Assessments. Other assessments may be established in a Supplemental Declaration.

7.2. Purpose of the Assessments. The Assessments are established for the benefit and use of the Association and shall be used in covering the costs of its Common Expenses and for other such purposes as hereinafter set forth.

7.3. Annual General Assessment. There is hereby established an Annual General Assessment levied against all Lots for the purpose of the Common Expenses of the Association. The Common Expenses shall be, but not limited to, (1) operation, maintenance, repair and replacement as required by this Declaration; (2) the cost of any insurance required by this Declaration; (3)

reasonable reserves for contingencies and replacement; and (4) administrative, accounting, legal and management fees; (5) all other costs and liabilities incurred by the Association in the exercise of its powers and duties pursuant to this Declaration.

Townhomes maintenance responsibilities are depicted under Exhibit C, made part of this Declaration.

Initial Annual Assessment for All Lots **\$800**

Monthly Assessment Townhomes **\$125**

7.4. Individual Assessment. The Association shall have the right to assess an individual Lot for any of the following:

7.4.1. any costs or expenses determined by the Association not to be a Common Expense as set forth above.

7.4.2. any costs incurred by the Association in the performance of any maintenance in accordance with Article VIII, Section 8.6.

7.4.3. subject to the provisions of Section 7.5, any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner, employees, tenants, guests or invitees, including attorney fees, court costs and other expenses incurred to obtain access to the subject Lot.

7.4.4. subject to the provisions of Section 7.5, any costs associated with the enforcement of this Declaration, the Bylaws or the Rules and Regulations of the Association, including, but not limited to attorney's fees, witness fees and costs, and court costs.

7.5. Procedures for Imposing an Individual Assessment for Damages or Enforcement.

7.5.1. Notice. Prior to imposing an Individual Assessment for damages pursuant to Section 7.4.3, or for enforcement pursuant to Section 7.4.4, the Board shall give the Owners of the Lot written notice containing:

7.5.1.1. a description of the property damaged or the violation;

7.5.1.2. The amount of the proposed Individual Assessment;

7.5.1.3. A statement that the owner has a right to a hearing before the Board to contest the proposed Individual Assessment;

7.5.1.4. A statement setting forth the procedures to request a hearing pursuant to Section 7.5.2; and

7.5.1.5. A reasonable date by which the Owner must cure the violation to avoid the proposed Individual Assessment.

7.5.2. Hearing. An Owner may request a hearing by delivering written notice of such request no later than the tenth day after receiving the notice provided in Section 7.5.1 of this Article. If the Owner fails to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the Individual Assessment referenced in the notice provided above, or may allow a reasonable time to cure the violation before imposing a Individual Assessment. If an Owner requests a hearing, the Board shall not levy the Individual Assessment before holding a hearing, and will, at least seven days prior to the hearing; provide the Owner with a written notice of the date, time and location of the hearing. Within 30 days following a hearing at which the Board imposes an Individual Assessment, the Board shall deliver a written notice of the Individual Assessment to the Unit Owner.

7.5.3. Manner of Notice. Any notice required under this Section to be served:

7.5.3.1. upon the Owners shall be delivered personally to the Owner or Occupants at the Lot, or mailed (by certified mail, return receipt requested) to the Owners at the address of the Lot, provided that if the Owners have provided the Association with an alternate address, all such notices shall be mailed (by certified mail, return receipt requested) to the Owners at such alternative address.

7.5.3.2. upon the Association shall be delivered personally to any officer of the Association or to any on-site representative of any professional management company hired by the Association; or mailed (by certified mail, return receipt requested) to any officer of the Association or to the management company hired by the Association.

7.6. Working Capital Fund; Initial Assessment. Upon the closing of a sale of a Lot and Dwelling Unit from a Builder to an Owner, the Owner shall be assessed the sum of \$600.00 as the Owner's contribution to the working capital fund of the Association.

7.7. Private Road and Utility Lines Reserve Funds – means all Roadway and all storm servicing both single family homes and townhomes, water and sanitary for townhomes only. All other utilities not mentioned here are to be owned and maintained by Medina County. Upon the closing of a sale of a Lot and Dwelling Unit from a Builder to an Owner, the Owner shall be assessed the sum of **\$200.00** as the Owner's contribution to the Private Road and Utility Lines Reserve Funds. This sum will be deducted from the Working Capital Fund; Initial Assessment as determined in Section 7.6.

7.8. Special Assessment. There is hereby established a Special Assessment for the purpose of repairing or restoring damage or destruction as further set forth in Article X.

7.9. Computation and Payment of Annual General Assessment. The Annual General Assessment shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Code of Regulations. This Assessment shall be effective as to each Lot on the first day of the Association's fiscal year. The initial Annual General Assessment as to each Lot shall commence on the first day of the month following the earlier of (i) its conveyance to an Owner other than a Builder; or (ii) occupation of the Dwelling Unit. The initial Annual General Assessment shall be prorated on a monthly basis to the end of the Association's fiscal year, and shall be due at closing of the conveyance of the Lot from the Builder, but shall be collected in accordance with the procedures adopted by the Board. The Board shall have the power from time to time to adopt such billing, collection and payment procedures, charges and other payment time schedules, as it deems appropriate. The Declarant and any Builder are not subject to the Annual General Assessment on Lot owned unless a Dwelling Unit has been constructed and is occupied.

7.10. Annual Assessment. Beginning with Assessments levied as of January 1, 2025, and annually thereafter, the Board, without a vote of the Owners, may increase or decrease the Annual General Assessment. If the Board increases the Annual General Assessment, then, within Thirty (30) days of notice of such increase, Members in good standing exercising Twenty-five (25%) percent of the voting power of the Association, may petition the Board for a special meeting of the Association to reconsider such increase. At such meeting, the Members in good standing, in person or by proxy, exercising sixty-six and two thirds (66 2/3%) percent of voting power of the Association, may vote to reduce the increase by any amount therein proposed, but not lower than the previous year's maximum amount.

7.11. Allocation of Assessments. The Common Expense Liability of each Lot shall be its portion of the Common Expense. The Common Expense Liability and the Annual General

Assessment shall be allocated equally to each Lot. The other Assessments shall be allocated as applicable to the respective Lots and as determined by the Board.

7.12. Lien for Assessments. The Association shall have a lien for any Assessment levied against a Lot, for fines imposed against an Owner or Occupant, and for interest, costs and reasonable attorney fees.

7.12.1. Creation. The lien for Assessments is created by this Declaration and shall be a charge and a continuing lien on each Lot, which shall run with the land. All persons or entities acquiring an interest in a Lot after the filing of this Declaration take such interest subject to the lien.

7.12.2. Effective Dates. The lien for the Common Expense Liability for each Lot as set forth in the Annual General Assessment shall be effective on the first day of the fiscal year of the Association. The lien for other Assessments shall be effective on the first day of the month following the notice of it levy on the Owners affected.

7.12.3. Perfection. Recording of this Declaration constitutes notice and perfection of the Lien.

7.12.4. Notice of Lien. The Association shall file a notice of lien with the Recorder of Medina County. Such notice shall be required for the Association enforce its lien.

7.12.5. Priority of the Lien. The lien created by this Section shall be prior to all liens and encumbrances recorded subsequent to this Declaration except the lien for real estate taxes and assessments and the lien of any bona fide first mortgage filed of record.

7.12.6. Subordination and Mortgagee Protection. Notwithstanding any of the provisions hereof to the contrary, the lien of any Assessment levied pursuant to this Declaration (and any late charges, interest, costs and attorney fees) shall be subordinate to, and shall in no way affect the rights of the holder of a first mortgage made in good faith for value received; provided, however, that such subordination shall apply only to Assessments, or installments thereof, which have become due and payable prior to the date of Sheriff's sale of such Lot pursuant to a foreclosure or the date of a deed in lieu of foreclosure. Such sale or transfer shall not relieve the mortgagee or the purchaser of a Lot at such sale from liability for any Assessments thereafter becoming due, or from the lien of any such subsequent Assessment. Mortgagees are not required to collect Assessments on behalf of the Association. Failure to pay Assessments shall not constitute a default under any mortgage insured by FHA/VA.

7.12.7. Extinguishment of the Lien. A lien for unpaid Assessments is extinguished unless proceedings to enforce it are instituted within five (5) years after the full amount of the Assessment becomes due. If an Owner of a Lot subject to a lien files a petition for relief under the United States Bankruptcy Code, then the period of time to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay under Section 362 of the Bankruptcy Code is lifted.

7.12.8. Estoppel Certificate. Upon request of any mortgagee or Owner and upon payment in full of all Assessments and other charges permitted by this Declaration that are due to the Association, the Association shall execute and deliver to such mortgagee or Owner an Estoppel Certificate. Such certificate shall be in recordable form and shall note the payment of the outstanding Assessments and charges and that the Association is estopped from the enforcement of its lien with respect to Assessment and charges becoming due and payable prior to the date of the Certificate. The Association may charge a reasonable fee for the preparation of such certificate.

7.13. Delinquency and Acceleration. Any installment of an Assessment provided for by this Declaration shall become delinquent if not paid on the due date as established by this Declaration or by the Board. With respect to each installment of an Assessment not paid within five (5) days of its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, costs of collection, reasonable attorney fees and interest at the rate provided in Section 1343.03 of the Ohio Revised Code (and as amended from time to time). Interest shall be calculated from the date of delinquency to the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days of its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment immediately due and payable without further notice or demand to the Owner. The Association may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law or this Declaration. The filing of any petition for relief pursuant to the United States Bankruptcy Code by an Owner whose Assessment has been accelerated shall operate as a restoration of the Assessment to its prior status as if it has not been accelerated.

7.14. Remedies Cumulative. A suit to recover money judgment for unpaid Assessments and charges may be maintained without foreclosing or waiving the right to enforce the lien. A foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

7.15. Personal Obligation. The Assessments, including fines, if any, payable by each Owner, together with any penalty, interest, costs and reasonable attorney fees shall be the personal obligation of the Owner of the Lot at the time incurred. The personal obligation shall not pass to any successors in title unless expressly assumed by them.

7.16. Statement of Unpaid Assessments. The Association shall upon written request of the Owner, contract purchaser, or first mortgagee, furnish a statement setting forth the amount of unpaid Assessments against the Lot. This statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board and every Owner. The Association may charge a reasonable amount for this statement.

7.17. No Waiver of Liability for Common Expenses. No Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the Assessments are made.

ARTICLE VIII

UPKEEP OF THE PROPERTY

8.1. General. Each and every Common Element, Lot, Dwelling Unit, and building and any improvement erected thereon shall be maintained in first class condition in accordance with standards generally prevailing for first class residential property.

8.2. Common Elements, Rights-of-Way. The Association shall maintain the Common Elements, Rights-of-Way, and the designated buffer areas. Owners are prohibited from clearing, maintaining, or placing objects or structures in any Common Element or buffer area.

EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT UNDER THE COMMON LAW OF THE STATE OF OHIO, NO OWNER OF REAL PROPERTY IS OBLIGATED TO REMOVE THE NATURAL ACCUMULATIONS OF ICE AND SNOW AND IS NOT LIABLE FOR INJURIES CAUSED AS A RESULT OF THE SNOW OR ICE. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES ON BEHALF OF THE OWNER, THE OWNERS HEIRS, SUCCESSORS AND ASSIGNS AND ALL OCCUPANTS, THAT THE ASSOCIATION'S RESPONSIBILITY TO PLOW SNOW SHALL NOT BE CONSTRUED AS AN ASSUMPTION OF THE OBLIGATION TO REMOVE ALL SNOW AND ICE. THE ASSOCIATION, IN

ITS SOLE DISCRETION, SHALL DETERMINE THE NEED FOR SNOW PLOWING. EACH OWNER AND OCCUPANT SHALL REPORT ANY UNNATURAL ACCUMULATIONS OF ICE AND SNOW TO THE ASSOCIATION. THE ASSOCIATION, ITS DIRECTORS, AGENTS, CONTRACTORS AND ASSIGNS, SHALL NOT BE LIABLE FOR ANY INJURY CAUSED AS A RESULT OF SNOW OR ICE, UNLESS IN BREACH OF THE DUTY AS SET FORTH HEREIN.

8.3. Maintenance Standards. The Common Elements and the Lots shall be maintained in a first class condition and in accordance with the Maintenance Chart attached as Exhibit C. Such Lot maintenance shall include, but not be limited to, keeping the Lots free of trash and debris; keeping all landscaping and lawns healthy, trimmed, watered and regularly mowed.

8.4. Enforcement. The Association acknowledges that certain of the Resolutions of Montville Township permit the Township to look directly to the Association for certain of the obligations (i.e., maintenance and upkeep) with regard to maintenance of the Property.

8.5. Supplemental Declaration. Additional maintenance responsibilities may be set forth in a Supplemental Declaration applicable to the Property.

8.6. Association's Right to Maintain. In the event that an Owner shall fail to provide maintenance as required by this Declaration in a manner satisfactory to the Association or comply with any design guidelines or approvals, and such Owner has failed to comply for ten (10) days after being so notified of such failure and upon being provided an opportunity to be heard concerning such failure, then the Association shall have the right, through its agents and employees, to enter upon said Lot and repair, maintain and restore the Lot. In the event that such failure poses a health, safety or security risk, then no notice or hearing need be given. The cost of such maintenance and repair shall be assessed against the subject Lot in accordance with Article VII, Section 7.4.

8.7. Montville Township and Medina County. The Association shall comply with all easements in favor of the Montville Township and Medina County shall have primary responsibility to maintain, preserve and administer the Property in compliance with the preliminary plan for the subdivision and subject to the zoning regulations of the Montville Township. The Association shall maintain, repair and replace the sidewalk located in the public right of way adjacent to the Common Elements. This obligation of the Association shall continue so long as

there are Common Elements within the Association that require maintenance and administration as required by the regulations of the Montville Township.

In the event of a failure by the Association to maintain or make necessary improvements or to enforce the provisions of this Declaration, which failure is material and adversely affects the public interest, the Montville Township shall have the right, but not the obligation, after proper notice, to enter on the Common Elements to make the required improvements and / or to perform those maintenance functions and / or to enforce the provisions of the Declaration. In addition, the Montville Township shall have the right to proceed against the Association and the Owners jointly and severally for reimbursement of its costs expended pursuant to this section. In this event, the Association shall be required to collect Special Assessments, as set forth in Article VII, Section 7.4, from the Owners to reimburse Montville Township for such costs. If the Association fails to collect and remit such Assessments to Montville Township, then Montville Township shall have the right to proceed on behalf of the Association. Montville Township shall have all rights accorded to the Association in Article VI, including the right to levy Individual Assessments and to file liens against the Lots.

8.8. Access to Lots. For the purpose solely of performing the maintenance required or authorized herein, the Association and/or Montville Township, through its duly authorized agents or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day.

ARTICLE IX

RESTRICTIONS

9.1. Use and Occupancy. The following restrictions are applicable all Lots with respect to the use and occupancy of the Property. Other restrictions shall be set forth in a Supplemental Declaration.

9.1.1. Compliance with Laws. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner.

9.1.2. Harmful Discharges. There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere (other than normal residential chimney

emissions), no production, storage or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground or any body of water, if such emission, production, storage or discharge may adversely affect the use or intended use of any portion of the Property or may adversely affect the health, safety or comfort of any person. No waste nor any substance or materials of any kind shall be discharged into any public sewer or the Surface Water Management System serving the Property or any part thereof in violation of any regulation of any public body having jurisdiction over such public sewer, or Surface Water Management System.

9.1.3. Noise. No person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property.

9.1.4. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Declarant while actively marketing the Lots for sale; (ii) street and identification signs installed by the Association or the Declarant; (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is on the market; and (iv) political signs in accordance with the rules and regulations established by the Association.

9.1.5. No Trade or Business. No trade or business of any kind may be conducted in or from any Lot or Dwelling Unit except that an Owner or Occupant of a Lot or Dwelling Unit may conduct such business activity within the Lot or Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Lot or Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming on to the Lot who do not reside in the Property; and (d) the business activity is consistent with the residential character of the Property.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full-time or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required thereof. The term "trade" or "business" for purposes of this restriction shall not include the

construction, operation and maintenance of any model home or homes and sales offices by any Builder during reasonable hours.

9.1.6. Trash. Rubbish hauling for all Dwelling Units shall be arranged through one company as may be selected by the Association, the cost of which shall be paid by members. Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. Trash containers (except during construction) shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot.

9.1.7. Parking; Vehicle Repairs. Except in connection with construction activities, trucks, trailers, campers, recreational vehicles, boats and other large vehicles may be parked on the Property only if in garages. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Property. Vehicle repairs and storage of vehicles are permitted on the Property only if in garages. Recreational vehicles and boats may be parked in the driveways for a period not to exceed seventy-two (72) hours for the purpose of cleaning, loading or unloading.

9.1.8. Animals. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot. The keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds) is permitted. No pets shall be kept or maintained for commercial purposes or for breeding. No external compound cages, kennels or hutches shall be permitted.

Any pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days written notice from the Board. Pets shall not be permitted on the Common Elements unless accompanied by someone who can control the pet and unless carried or leashed. Any Owner or Occupant who keeps or maintains any pet on any portion of the Property shall be deemed to have indemnified and agreed to hold the Association harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets which may leave the Dwelling Unit or Lot must be inoculated as required by law.

9.1.9. Open Fires. Open burning is not permitted on the Property, except that outdoor fireplaces, grills, and chimneys may be used if equipped with fire screens to prevent the discharge of embers or ashes.

9.1.10. Clothes Drying. No outdoor clothes drying apparatus may be placed on any Lot.

9.1.11. Fences. No fence of any sort may be erected unless the same is in accordance with the Design Guidelines and until prior approval in accordance with Section 9.2 of the Declaration has been obtained. The Declarant reserves the right to prohibit all fences or types of fences on certain Lots. Chain link or wire fences shall not be permitted.

9.1.12. Other Structures. No structure of a temporary character, trailer, shack, barn, storage shed or other outbuilding shall be permitted on any Lot. Construction trailers and/or storage sheds shall be permitted only during construction.

9.1.13. Pools, Hot Tubs and Spas. No above ground swimming pools shall be permitted. In-ground swimming pools must be approved as to style and may be placed only in an approved location in the rear yard which is at least 10 feet (10') from any property line and does not unreasonably hinder the flow of surface water on the lot. Pool equipment shall be placed in an approved location and screened in such a manner so as to provide minimum visual impact from the street and other Lots. Small temporary "kiddie pools" are permitted. Hot tubs and spas shall be permitted provided they must be in-ground or if above ground, incorporated into a deck. All hot tubs and spas must be screened with natural screening.

9.1.14. Play Equipment. All play equipment and basketball hoops must have prior approval and comply with the Design Guidelines.

9.1.15. Decks and Patios. Decks and/or patios may be installed with prior approval and within the Design Guidelines..

9.1.16. Mailboxes, Lamp Posts. The Association shall be responsible for the regular maintenance of the cluster mailboxes including, but not limited to, the removal of excess snow or ice from the areas.

9.1.17. Radio and Television Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property,

including any Lot or Dwelling Unit, without the prior written notice to the Board, and in accordance with the guidelines established by the Association. Nothing herein shall be construed so as to be in conflict with current Federal Communications Commission's rules and regulations for antennas.

9.1.18. Outdoor Wood Boilers. Outdoor wood boilers for heating purposes are not permitted on the Property.

9.2. Architectural Restrictions. The following architectural restrictions shall be applicable to the Lots.

9.2.1. Plan Approval. Declarant's right of plan approval shall exist until all Lots have been sold to and occupied by Owners. Declarant's right of plan approval shall include any alterations to existing Lots or Dwelling Units and / or items requiring prior approval by this Declaration. In any items or matters that are discretionary, the Declarant's decision shall be conclusive upon all parties.

9.2.2. Design Guidelines. The Declarant shall prepare and, on behalf of itself and the Association, shall promulgate design and development guidelines governing renovations, remodeling and construction within the Property, which shall include application and review procedures to be followed in submitting an application for approval hereunder ("Design Guidelines"). The Design Guidelines shall be those of the Association, and the Association shall have sole and full authority to modify and to amend them from time to time without the consent of any Owner. The Association shall make the Design Guidelines available to Builders and Owners who seek to engage in construction upon all or any portion of the Property. **There is no requirement that these Guidelines be recorded or rerecorded if amended or modified. Each Owner is cautioned to request the most current version of the Guidelines prior to undertaking any improvement. The most current version shall be on file with the Declarant and/or the Association.**

9.2.3. No Liability. Each Owner and Builder is responsible to insure that all original construction or any modifications are in compliance with the Design Guidelines, restrictions and approved plans. If the Declarant, the Design Review Committee or the Directors have acted in good faith on the basis of such information possessed by them, neither the Declarant, the Design Review Committee, the Board nor any Director shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of

any plans, drawings and specifications, whether or not defective; or (b) the construction or performance of any work whether or not pursuant to approved plans, drawings, and specifications.

9.3. Remedies for Breach of Covenants and Restrictions. The violation of any covenant or restriction contained in the Declaration or violation of any rule or regulation duly adopted by the Board shall give the Board the authority to enforce the covenants, restrictions, rules and regulations in accordance with this Section.

9.3.1. Actions. The Board may take any or all of the following actions.

9.3.1.1. levy a reasonable fine against the Owner or Occupant, which shall also be an Individual Assessment under Section 7.4.

9.3.1.2. to enter upon a Lot or portion thereof upon which or, as to which, such violation or breach exists and to summarily abate and remove at the expense of the Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, and the Board, or its agents shall not be thereby deemed guilty in any manner of trespass or wrongful act.

9.3.1.3. to institute appropriate legal proceedings to enjoin, abate or remedy the continuance of any breach.

9.3.1.4. undertake such dispute resolution methods such as mediation and arbitration, except that this provision shall not be construed as any requirement to do so as a condition precedent to legal proceedings.

9.3.2. Notice and Opportunity to be Heard. Prior to any action, the Board shall give the Builder, Owner and/or Occupant reasonable notice of the violation and an opportunity to be heard. Such notice and opportunity shall not be required in emergency situations or for repeated or continuing violations.

9.3.3. Individual Actions. Each Owner is empowered to enforce the covenants by appropriate legal proceedings or alternative dispute resolution methods.

ARTICLE X

INSURANCE AND CASUALTY LOSSES

10.1. Casualty Insurance. The Association's Board of Directors, or its duly authorized agent shall have the authority to and shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Common Elements and such other property as the Association is obligated to maintain and insure. If blanket "all-risk" coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

10.2. Liability Insurance. The Board shall also obtain a public liability policy covering the Common Elements, insuring the Association and its Members for all damage or injury caused by the negligence of the Association, any of its Members, employees or agents, or any other person who has a right to occupy a Dwelling Unit. The public liability policy shall have at least a One Million (\$1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a One Million (\$1,000,000.00) Dollar limit per occurrence, if reasonably available, and a Three Hundred Thousand (\$300,000.00) Dollar minimum property damage limit.

10.3. Premiums. Premiums for all insurance on the Common Elements shall be a Common Expense of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

10.4. Specifications. All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Director for the respective benefited parties, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth:

10.4.1. All policies shall be written with a company authorized to do business in Ohio which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating which is available.

10.4.2. All policies on the Common Elements shall be for the benefit of the Association and its Members, and their Mortgagees, as their interests may appear.

10.4.3. Exclusive authority to adjust losses under policies obtained by the Association on the Property shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

10.4.4. In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

10.4.5. All property insurance policies shall have an inflation guard endorsement, if reasonably available, and, if the policy contains a co-insurance clause, it shall also have an agreed amount endorsement. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Medina County area.

10.5. Additional Specifications. The Association's Board of Directors shall be required to use reasonable efforts to secure insurance policies that will provide the following:

10.5.1. a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, officers, employees and manager, the Owners and Occupants of Units, and their respective tenants, servants, agents, and guests;

10.5.2. a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

10.5.3. a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of any one or more individual Owners;

10.5.4. a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of any curable defect or violation without prior demand in writing delivered to the Association to cure the defect or violation and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

10.5.5. a statement that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

10.5.6. a statement that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

10.6. Other Insurance. In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation coverage, if and to the extent required by law, Directors' and officers' liability coverage, if reasonably available, fidelity coverage on Directors, officers, employees, and other Persons handling or responsible for the Association's funds, and flood insurance, if reasonably available. The amount of fidelity coverage shall be determined in the Directors' best business judgment but, if reasonably available, may not be less than one-sixth (1/6) of the Annual General Assessments and Neighborhood Assessments on all Lots, plus reserves on hand. Such coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

10.7. Additional Insurance. Each Owner may obtain additional insurance at such Owner's expense. No such policies, however, (i) shall be primary to that of the Association for any risk that the Association is obligated to insure and (ii) no Owner may exercise such right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on any part of the Property at any time.

10.8. Damage and Destruction to Common Elements.

10.8.1. Immediately after damage or destruction by fire or other casualty to all or any part of the Common Elements covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

10.8.2. Any damage or destruction to the Common Elements shall be repaired or reconstructed unless Montville Township and the Owners representing at least seventy-five (75%) percent of the total votes of the Association shall decide within sixty (60) days after the casualty

not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Elements shall be repaired or reconstructed.

10.8.3. In the event that it should be determined in the manner described above that the damage or destruction to the Common Elements shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Property shall be cleared of all debris and ruins and maintained by the Association, or the Owners, as applicable, in a neat and attractive, landscaped condition consistent with the standards prevailing in the neighborhood.

10.9. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies held by the Association are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s), as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

10.10. Insufficient Proceeds. If the damage or destruction to the Common Elements for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Owners, levy a special assessment against the Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

10.11. Additional Insurance Provisions. The Declarant or Board, without a vote of the Unit Owners, may amend the provisions of this Article or any supplemental provisions set forth in a Supplemental Declaration, if such amendment is necessary to comply with secondary mortgage market guidelines or is necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage

Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Unit.

10.12. Insurance on Lots.

10.12.1. Casualty Insurance. Each Lot Owner shall obtain and maintain in effect, all-risk insurance coverage and other appropriate damage and physical loss insurance, all in an amount equal to the then current full replacement value of the Dwelling Unit. On or before January 1 of each year, each Lot Owner shall provide the Association with evidence that such coverage is in effect.

10.12.2. Liability Insurance. Each Lot Owner shall obtain and maintain in effect adequate liability insurance covering such Unit Owner's Lot and Dwelling Unit.

10.12.3. Obligation to Repair and Restore.

10.12.3.1. Subject only to the rights of an institutional holder of a first mortgage lien on a damaged Dwelling Unit, the insurance proceeds from a policy covering a Dwelling Unit shall first be applied to the repair, restoration or replacement of such Dwelling Unit. Each Lot Owner shall be responsible for the repair, restoration or replacement of such Dwelling Unit pursuant to the terms hereof. Any such repair, restoration, or replacement shall (subject to advances and changes in construction techniques and materials generally used in construction and then current generally accepted design criteria) be generally harmonious and consistent with the original construction or such other plans and specifications as are approved in accordance with Article IX of the Declaration.

10.12.3.2. If the proceeds of the insurance are insufficient to pay for the cost of repair, restoration, or replacement of a Dwelling, the Lot Owner shall be responsible for the payment of any such deficiency necessary to complete the repair, restoration, or replacement.

10.12.3.3. If the proceeds of the insurance are in excess of the amount necessary to pay for the cost of repair, restoration, or replacement of a Dwelling, the Lot Owner shall be entitled to such excess in accordance with the provisions of the applicable insurance policy or policies and subject to the terms of any mortgage covering such Dwelling Unit.

10.12.4. Association Rights. If any Lot Owner fails to obtain the insurance required in this Section, or fails to pay the premiums therefore when and as required or fails to perform the obligation of a Lot Owner under this Section, then the Association may, but shall not be obligated to, obtain such insurance, make such payments for such Lot Owner and / or perform such obligations, and levy the cost of such payments or performance as an Individual Assessment pursuant to Article VII, Section 7.4 of the Declaration.

10.12.5. Additional Insurance. Each Lot Owner may obtain additional insurance at such Owner's expense. No such policies, however, (i) shall be primary to that of the Association for any risk that the Association is obligated to insure and (ii) no Lot Owner may exercise such right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on any part of the Property at any time.

ARTICLE XI

CONDEMNATION

11.1. Whenever all or any part of the Common Elements shall be taken (or conveyed in lieu of and under threat of condemnation by the Board) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. No Owner, however, shall have the right to participate in the proceedings incident thereto, unless otherwise required by law. The award made for such taking shall be payable to the Association, as Director for all Owners, to be disbursed as follows:

11.1.1. If the taking involves a portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five (75%) percent of the Owners shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements, to be extent lands are available therefore, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article X hereof regarding the disbursement of funds in respect to casualty damage or destruction, which is to be repaired, shall apply.

11.1.2. If the taking does not involve any improvements on the Common Elements, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XII

DEVELOPMENT RIGHTS

12.1. Submission of Additional Land. The Declarant reserves the rights to submit all or any portion of the Additional Land to the terms of this Declaration without consent of the Owners at any time during the Development Period. The submission shall be accomplished by the filing of a Supplemental Declaration identifying the Additional Land, the Lots and the Common Elements.

12.2. Notice to the Board. The Declarant shall promptly notify the Board of the filing of any Supplemental Declaration.

12.3. Easements Reserved. The Declarant reserves for itself, its successors and assigns and any Builder, the following easements:

12.3.1. Easements for drainage and all utilities as shown on the Record Plan.

12.3.2. Easements for ingress, egress, drainage and all utilities over the Common Elements provided that such easements do not unreasonably interfere with any Owner's rights of enjoyment.

12.3.3. An easement over the Common Elements as may be reasonably necessary for the purpose of discharging its obligations or exercising any rights under the Declaration.

12.3.4. An easement for ingress, egress, drainage and all utilities over the Common Elements and in favor of the Additional Property and the right to convey that easements to others in the event that the Additional Property is not submitted to this Declaration.

12.4. Designation of Further Additional Land. Declarant reserves the right to designate other adjacent or nearby real property as Additional Land. Such designation shall be by Supplemental Declaration.

12.5. Assignment of Development Rights. The Declarant reserves the right to assign any or all of its Development Rights to any person or entity for the purpose of further development and improvement of the Property. No assignment shall be effective unless in a writing filed with the Recorder of Medina County, Ohio

12.6. Transfer of Development Rights by Foreclosure. Unless otherwise provided in any mortgage securing the Property held by Declarant, in the case of foreclosure of such mortgage, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, of any portion of the Property held by the Declarant subject to the Development Rights herein reserved (including the Special Declarant Rights), a person acquiring title to such property, but only upon his request, succeeds to all such Development Rights. The judgment or instrument conveying title must provide for the transfer of such rights. Upon foreclosure sale, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, the Declarant ceases to have any of the rights herein reserved. A successor to the Development Rights held by a transferee that acquired such rights pursuant to this Section, may declare by a recorded instrument the intention to hold such rights solely for transfer to another person. Thereafter, until transferring such Development Rights to any person acquiring title to the Property subject to the Development Rights, or until recording an instrument permitting exercise of such rights, that successor may not exercise any of those rights, and any attempted exercise is void. So long as a successor declarant may not exercise any Development Rights under this section, such declarant is not subject to any liability as a declarant.

12.7. Realignment of Lot Lines. The Declarant reserves unto itself, its successors and assigns, including any Builder or the Association, the right realign the lot lines of any Lot for the purpose of eliminating any encroachment of any portion of a Dwelling Unit or any fixture attached thereto on another Lot or on the Common Elements. The Declarant may effect such realignment by conveyance of a portion of a Common Element to the Owner or by replat of the Common Elements and Lot or Lots. Such conveyance or replat shall not require the joinder of the Owners, the Association or any mortgagee. Declarant reserves unto itself, its successors and assigns, including any Builder and the Association, a power of attorney coupled with this reserved interest, to act on behalf of any person having an interest in the Property or in the Common Elements and Lots, whether such interest is legal or equitable, including interests held as security for an obligation, for the purpose of effecting such realignment.

ARTICLE XIII

SPECIAL DECLARANT RIGHTS

13.1. Use for Sale Purposes. Declarant reserve for itself, its successors and assigns, and any Builder the right to maintain sales offices and models on the Lots.

13.2. Signs and Marketing. The Declarant reserve the right for itself and any Builder to post signs and displays in the Property to promote sales of Lots, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Owners.

13.3. Control of the Association.

13.3.1. Appointment of Directors and Officers. The Declarant reserves the right to appoint and remove the members of the Board and the officers of the Association during the Declarant Control Period which period will commence upon the recording of this Declaration and shall terminate not later than the earlier of.

13.3.1.1. Sixty (60) days after the conveyance of ninety-five percent (95%) of the Lots to Owners other than Declarant or any Builder (including Lots to be included on the Additional Land);

13.3.1.2. Ten (10) years after recording of this Declaration.

13.3.2. Early Termination of Control. The Declarant may voluntarily surrender the right to appoint and remove Directors and officers before the termination of the period set forth above. In that event, the Declarant may require, for the duration of that period that specified actions of the Association or the Board, be approved by Declarant before they become effective. Such voluntary termination shall be evidenced by a recorded instrument executed by the Declarant setting forth the termination of right to appoint and the actions which require Declarant's approval.

13.4. Declarant's Personal Property. The Declarant and any Builder reserve the right to retain all personal property and equipment used in sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant and Builder reserve the right to remove, within One (1) year after the sale of the last Lot, from the Property any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

13.5. Right to Amend Documents. Notwithstanding anything above to the contrary, this Declaration may be amended at any time without the vote of Owners by a written instrument executed by the Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; to comply with any Final Development Plan or amended Final Development Plan; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant's original intent; making any change necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Lot. No such amendment, however, shall materially affect any Owner's interest in the Association or the Common Elements. Each Owner and his mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by a Declarant to be necessary or proper to effectuate the provisions of this paragraph.

13.6. Declarant Liability. The Declarant shall not be responsible or liable for the acts of the Association.

13.7. Right to Impose Additional Restrictions. Declarant reserves the right to file a Supplemental Declaration with respect to all or portions of the Property, which imposes, expressly or by reference, additional restrictions and obligations on the land described therein, assigns maintenance responsibility, or designates property as Common Elements.

ARTICLE XIV

DURATION, AMENDMENT AND TERMINATION

14.1. Duration. This Declaration, and its provisions, shall be covenants running with the land and shall bind the property and shall (regardless of whether any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by Declarant, the Association, and each Owner, Occupant and their legal representatives, heirs, devisees, successors and assigns and shall continue in full force and effect for twenty (20) years from the date on which this Declaration is

recorded. Thereafter this Declaration shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Article.

14.2. Amendment. Except as provided in Section 13.5 and subject to the provisions of Section 14.3, prior to the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument approved and executed by Declarant, approved by the Owners of at least 75% of all Lots and with a majority vote of the Montville Township Trustees.

14.2.1. Except as provided in this Section 14.2, after the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least seventy-five (75%) percent of all Lots.

14.2.2. All Amendments shall be executed by the Declarant, and any Builder, if required, and shall be executed by the President and Secretary of the Association. Such Amendment shall certify that the proper notices were sent and that the requisite vote was obtained. Amendments need not be signed by the Owners.

14.3. Approval of Amendments. All future amendments to the Declaration or any Supplemental Declaration shall hereafter be subject to the prior approval of the Montville Township Trustees. Said approval shall be written and recorded with the amending document.

14.4. Termination. This Declaration and the regime created thereby may be terminated only in accordance with this Section and the approval of Montville Township as set forth in Section 14.3.

14.4.1. Consent Required. This Declaration may be terminated only upon (1) unanimous consent of all Owners, and (2) approval of a majority of the Montville Township Trustees, and (3) by consent of the Declarant, but only if during the Declarant Control Period.

14.4.2. Agreement to Terminate. No termination shall be effective unless an agreement to terminate is filed for record with the Medina County Recorder. This agreement shall be executed in the same manner as an amendment. The agreement shall provide for disposition of the Common Elements, disposition of Association funds and other resolutions and provisions necessary to terminate the regime and wind up the affairs of the Association.

ARTICLE XIV

MISCELLANEOUS

15.1. No Reverter. No covenant, condition, restriction or reservation of easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

15.2. Notices. Any notice required or permitted to be given to an Owner or Occupant by the Board pursuant to the provisions of this Declaration shall be deemed given when given in accordance with the Code of Regulations for the Association.

15.3. Construction. The Board shall have the right to construe the provisions of this Declaration, and, in the absence of adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

15.4. Invalidity. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

15.5. Headings. The headings of the Articles and Sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

15.6. Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural and vice versa.

15.7. Conflict. In the event of a conflict between the Restrictions or any one or more of them and the restrictions of any Declaration which may be recorded subsequent to this Declaration, the more restrictive restriction, covenant, condition, easement or other obligation shall control.

Signature(s) on following page:

List of Exhibits

- Exhibit A Property being submitted to the terms of the Declaration
- Exhibit B Additional Land that may be submitted to the terms of the Declaration
- Exhibit C Maintenance Chart (Article VIII, Section 8.5)
- Exhibit D Code of Regulations/Bylaws

Space reserved for Auditor, Engineer and Recorder

EXHIBIT A
Lots to be submitted

- Block A	PPN: 030-11B-16-078
- Block B	PPN: 030-11B-16-079
-Block C	PPN: 030-11B-16-080
-Block D	PPN: 030-11B-16-081



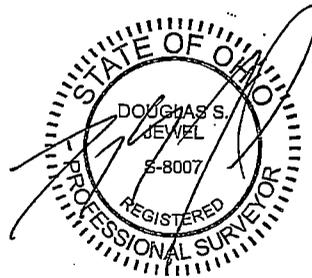
Cunningham & Associates, Inc.

Civil Engineering & Surveying
203 W. Liberty St., Medina, Oh 44256
Phone: (330) 725-5980 * Fax (330) 725-8019

Legal Description for Block "A"
Project No. 23-265
October 22, 2025

Situated in the Township of Montville, County of Medina, State of Ohio, being part of Lot No. 106 of Montville Township, and being known as the whole of Block "A" as shown by the plat for Hillsong Subdivision Phase 1 as recorded in Document Number 2025PL000033 of Medina County Recorder's Records, containing 1.8097 Acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

This legal description was prepared based on information of record by and/or under the supervision of Douglas S. Jewel P.S. # S-8007 by Cunningham & Associates, Inc. in October 2025.





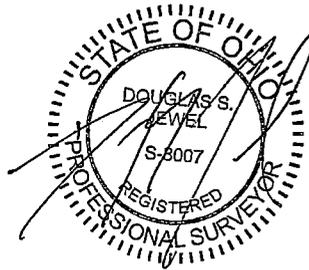
Cunningham & Associates, Inc.

Civil Engineering & Surveying
203 W. Liberty St., Medina, Oh 44256
Phone: (330) 725-5980 * Fax (330) 725-8019

Legal Description for Block "B"
Project No. 23-265
October 22, 2025

Situated in the Township of Montville, County of Medina, State of Ohio, being part of Lot No. 106 of Montville Township, and being known as the whole of Block "B" as shown by the plat for Hillsong Subdivision Phase 1 as recorded in Document Number 2025PL000033 of Medina County Recorder's Records, containing 4.0044 Acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

This legal description was prepared based on information of record by and/or under the supervision of Douglas S. Jewel P.S. # S-8007 by Cunningham & Associates, Inc. in October 2025.





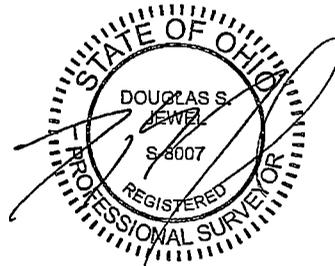
Cunningham & Associates, Inc.

Civil Engineering & Surveying
203 W. Liberty St., Medina, Oh 44256
Phone: (330) 725-5980 * Fax (330) 725-8019

Legal Description for Block "C"
Project No. 23-265
October 22, 2025

Situated in the Township of Montville, County of Medina, State of Ohio, being part of Lot No. 87 and part of Lot No. 106 of Montville Township, and being known as the whole of Block "C" as shown by the plat for Hillsong Subdivision Phase 1 as recorded in Document Number 2025PL000033 of Medina County Recorder's Records, containing 1.2454 Acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

This legal description was prepared based on information of record by and/or under the supervision of Douglas S. Jewel P.S. # S-8007 by Cunningham & Associates, Inc. in October 2025.





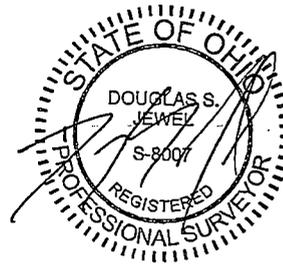
Cunningham & Associates, Inc.

Civil Engineering & Surveying
203 W. Liberty St., Medina, Oh 44256
Phone: (330) 725-5980 * Fax (330) 725-8019

Legal Description for Block "D"
Project No. 23-265
October 22, 2025

Situated in the Township of Montville, County of Medina, State of Ohio, being part of Lot No. 106 of Montville Township, and being known as the whole of Block "D" as shown by the plat for Hillsong Subdivision Phase 1 as recorded in Document Number 2025PL000033 of Medina County Recorder's Records, containing 4.7791 Acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

This legal description was prepared based on information of record by and/or under the supervision of Douglas S. Jewel P.S. # S-8007 by Cunningham & Associates, Inc. in October 2025.



Space reserved for Auditor, Engineer and Recorder

EXHIBIT B
Additional Land

- Block E PPN: 030-11B-10-037



Cunningham & Associates, Inc.

Civil Engineering & Surveying
203 W. Liberty St., Medina, Oh 44256
Phone: (330) 725-5980 * Fax (330) 725-8019

Legal Description for Block "E"
Project No. 23-265
October 22, 2025

Situated in the Township of Montville, County of Medina, State of Ohio, being part of Lot No. 106 of Montville Township, and being known as the whole of Block "E" as shown by the plat for Hillsong Subdivision Phase 1 as recorded in Document Number 2025PL000033 of Medina County Recorder's Records, containing 31.0719 Acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

This legal description was prepared based on information of record by and/or under the supervision of Douglas S. Jewel P.S. # S-8007 by Cunningham & Associates, Inc. in October 2025.

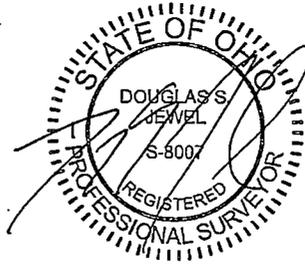
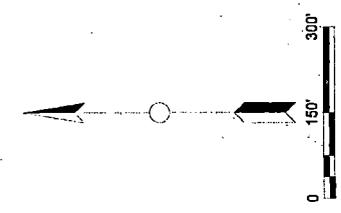


EXHIBIT A & B OF THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESECCATION OF EASEMENTS FOR HILLSONG SUBDIVISION

Curve Table

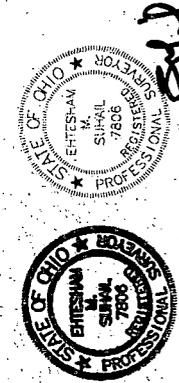
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C84	109.14'	2285.00'	2°44'12"	S01°28'14"W	109.13'	54.58'
C85	47.12'	30.00'	90°00'00"	N45°08'20"E	42.43'	30.00'
C86	278.76'	215.00'	73°45'11"	N83°13'43"E	258.04'	181.29'
C87	185.75'	145.00'	73°23'58"	N63°03'04"E	173.31'	108.09'
C88	112.38'	234.00'	27°31'01"	N76°29'31"W	111.30'	57.39'
C89	33.50'	670.98'	6°09'36"	S86°54'12"E	33.49'	16.76'
C90	128.58'	2285.00'	3°10'26"	N07°03'11"E	126.57'	63.31'
C91	75.09'	2285.00'	1°52'58"	N05°24'26"E	75.08'	37.55'
C92	51.49'	2285.00'	1°17'28"	N07°59'40"E	51.49'	25.75'
C93	48.91'	400.00'	7°09'58"	S68°13'32"E	48.89'	24.99'
C94	123.08'	262.00'	26°54'40"	N78°44'41"E	121.83'	62.89'



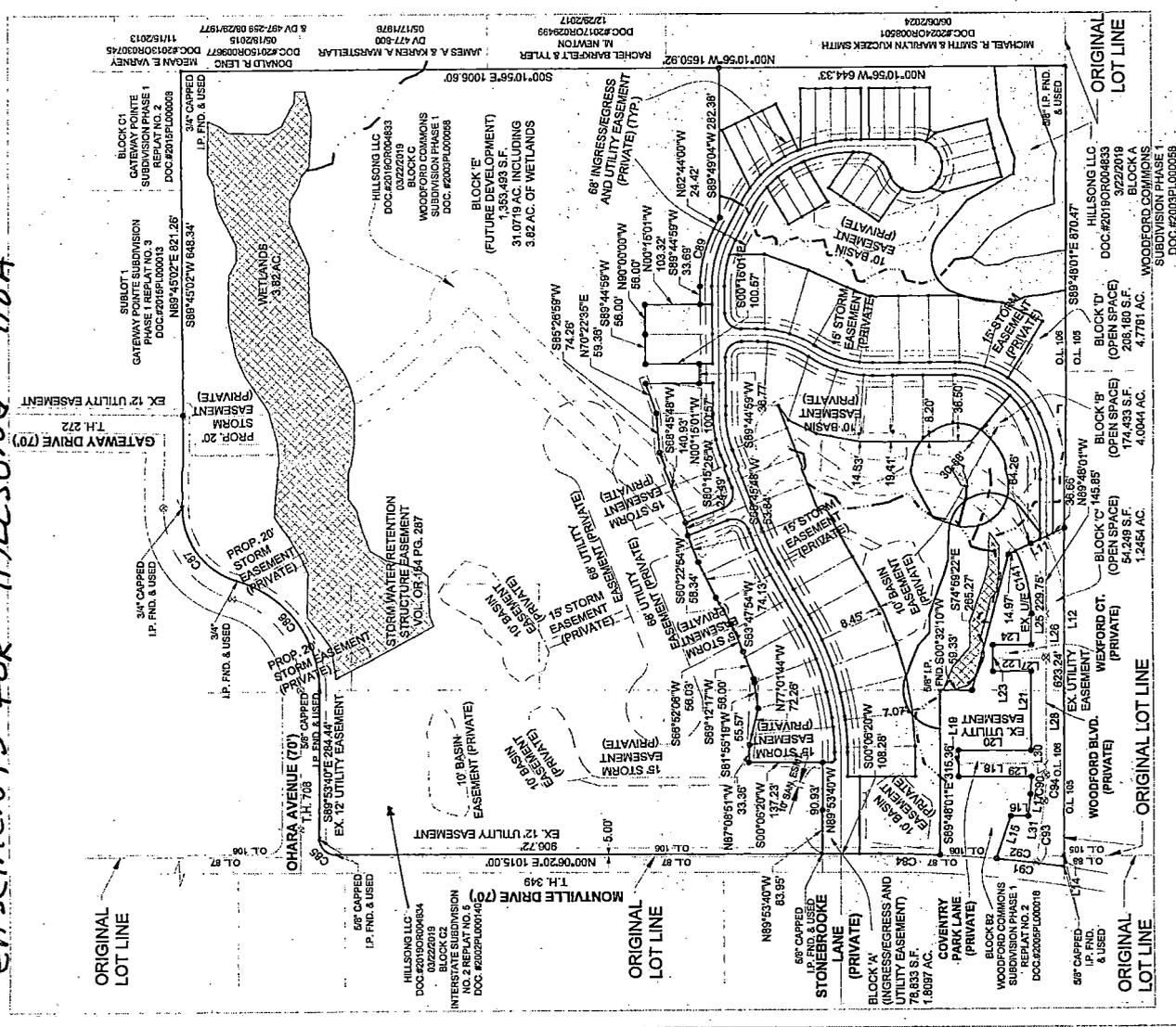
Line Data

Line#	Length	Direction
L11	99.28'	S25°37'00"E
L12	307.21'	N69°48'01"W
L14	20.30'	N69°39'46"E
L15	86.24'	S71°48'35"E
L16	32.55'	S00°02'25"E
L17	41.52'	S64°19'25"E
L18	135.29'	N00°11'59"E
L19	50.00'	N89°43'05"E
L20	155.29'	S00°11'59"W
L21	150.78'	S89°48'01"E
L22	71.12'	N00°11'59"E
L23	50.00'	S89°48'01"E
L24	71.12'	S00°11'59"W
L25	69.50'	S89°48'01"E
L26	83.90'	S89°48'01"E
L27	99.12'	N00°11'59"E
L28	200.78'	S89°48'01"E
L29	183.08'	N00°11'59"E
L30	22.94'	S89°48'01"E
L31	118.25'	S62°39'04"E

- LEGEND:**
- ⊗ EX. MONUMENT FOUND & USED
 - ⊘ EX. PARCEL LINES
 - IRON PIN SET OR TO BE SET
 - 3/4"x30" IRON PIN W/ YELLOW CAP MARKED (SUHAIL-7606)
 - DRILL-HOLE



ETESHAM SUHAIL, P. S. 7806
 VALORE PROPERTIES 23550 CENTER
 RIDGE ROAD WESTLAKE, OHIO 44145
 PH. NO. (440) 331-1800
 FAX. NO. (440) 331-3149
 SUHAIL JOB NO. SHEET NO.
 20190113 5 OF 9



HILLSONG SUBDIVISION
 PHASE 1
 MONTVILLE TOWNSHIP,
 COUNTY OF MEDINA, STATE OF OHIO.

DESIGNED BY TB
 CHECKED BY EA
 REVIEWED BY DS
 DATE MAY 09, 2025
 SCALE AS NOTED

SUHAIL A/E
 6325 Cochran Rd., Suite 6A, Solon, Ohio 44139
 Ph.: (800) 660-4281 Fax: (800) 660-7831

NO.	DATE	REVISIONS	BY

Space reserved for recording agencies

Exhibit C
Chart of Maintenance Responsibilities
For Townhome Owners

Item of Maintenance*	Responsibility For Cost of Maintenance /Repair**	Responsibility For Performance of Maintenance/Repair**
Private Drive (if applicable)	Association	Association, including snow and ice removal.
Common Elements, Open Space	Association	Association
Individual Driveways	Lot Owner	Association; including snow removal
Sidewalks along public streets	Lot Owner	Association; including snow removal
Sidewalks within Lot line	Lot Owner	Association; including snow removal
Landscaping within Lots	Lot Owner	Association
Lawns	Lot Owner	Association

*** FOR ANY ITEM NOT LISTED THE REPSONSIBILTY FOR COST AND THE PERFORMANCE SHALL BE THE RESPONSIBILITY OF THE OWNER OF THAT ITEM.**

**** UNLESS OTHERWISE PROVIDED IN THE DECLARATION, MAINTENANCE/REPAIR SHALL INCLUDE THE OBLIGATION TO REPLACE.**

EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT UNDER THE COMMON LAW OF THE STATE OF OHIO, NO OWNER OF REAL PROPERTY IS OBLIGATED TO REMOVE THE NATURAL ACCUMULATIONS OF ICE AND SNOW AND IS NOT LIABLE FOR INJURIES CAUSED AS A RESULT OF THE SNOW OR ICE. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES ON BEHALF OF THE OWNER, THE OWNER'S HEIRS, SUCCESSORS AND ASSIGNS AND ALL OCCUPANTS, THAT THE ASSOCIATION'S RESPONSIBILITY TO PLOW SNOW SHALL NOT BE CONSTRUED AS AN ASSUMPTION OF THE OBLIGATION TO REMOVE ALL SNOW AND ICE. THE ASSOCIATION, IN ITS SOLE DISCRETION, SHALL DETERMINE THE NEED FOR SNOW PLOWING. EACH OWNER AND OCCUPANT SHALL REPORT ANY UNNATURAL ACCUMULATIONS OF ICE AND SNOW TO THE ASSOCIATION. THE ASSOCIATION, ITS DIRECTORS, AGENTS, CONTRACTORS AND ASSIGNS, SHALL NOT BE LIABLE FOR ANY INJURY CAUSED AS A RESULT OF SNOW OR ICE, UNLESS IN BREACH OF THE DUTY AS SET FORTH HEREIN.

THE ASSOCIATION SHALL NOT BE REQUIRED TO REMOVE OR PLOW ICE AND SNOW UNLESS AND UNTIL A DEPTH OF 2 INCHES.

EXHIBIT D

**CODE OF REGULATIONS
FOR
HILLSONG HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
GENERAL**

SECTION 1. Name and Nature of the Association. The name of the Association shall be Hillsong Homeowners Association, Inc., and shall be an Ohio nonprofit corporation and shall be the "owners association" as defined in Section 5312.01 (L) R.C..

SECTION 2. Membership. Each owner upon acquisition of title to a Lot shall automatically become a member of the Association (a "Member"). Such Membership shall terminate upon the sale or other disposition by such Member of his or her Lot ownership, at which time the new Owner of such Lot shall automatically become a Member of the Association.

SECTION 3. Definitions. This Code of Regulations shall be the "bylaws" as defined in Section 5312.01 (A) R.C. The terms used in this Code of Regulations shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Restrictions, Reservations and Easements recorded with the Recorder of Medina County, Ohio (the "Declaration"), unless the context shall prohibit.

**ARTICLE II
MEETINGS OF MEMBERS**

SECTION 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either in Montville Township, Medina County, Ohio or as convenient thereto as possible and practical.

SECTION 2. Annual Meetings. The first meeting of the Members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. The next annual meeting shall be set by the Board so as to occur no later than thirty (30) days before the close of the Association's fiscal year. Subsequent annual meetings of the Members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. The annual meeting of the Members shall be held at a date and time as set by the Board.

SECTION 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call special meetings of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or a written petition signed by at least twenty-five (25%) percent of the total votes of the Association. The notice of special meetings shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at special meetings except as stated in the notice.

SECTION 4. Notice of Meetings. It shall be the duty of the Secretary to cause to be delivered to the Owner of record of each Lot a notice of each annual or special meetings of the Association stating the purpose of the meeting, as well as the time and place where it is to be held. Notice shall be given in accordance with Article VIII, Section 7. Notices for meetings of the Members shall be served not less than ten (10) nor more than sixty (60) days before a meeting.

SECTION 5. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after the holding of such meeting. Attendance of any Member at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of such meeting.

SECTION 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such an adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place of the adjourned meeting are not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings.

Those present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of Members required to constitute a quorum.

SECTION 7. Voting Rights. Each Lot shall have one vote. If only one of several Owners of a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts a vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot.

The Association may adopt rules regarding deadlocks. No votes allocated to a Lot owned by the Association may be cast. Voting at elections and votes on other matters may be conducted by mail. Only Members in good standing, as determined by the Board, shall be eligible to vote on any matter.

Unless expressly reserved and the Association is notified of such reservation, a land contract vendee as defined in Chapter 5313 of the Revised Code, shall be deemed the proxy of a land contract vendor for purposes of this section.

SECTION 8. Proxies. A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the Owners of a Lot through a duly executed proxy. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot.

SECTION 9. Majority of Owners. As used in this Code of Regulations, the term majority shall mean those votes, Owners, Members or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

SECTION 10. Quorum. Except as otherwise provided in these Code of Regulations or in the Declaration, those Members present in person or by proxy shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

SECTION 11. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transactions occurring thereat.

SECTION 12. Action Without A Meeting. Any action which may be authorized or taken at a meeting of the members, except the election of Board members, may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by not less than a majority of the Members. Any such writing shall be entered into the minute book of the Association.

**ARTICLE III
BOARD OF DIRECTORS**

SECTION 1. Governing Body. Except as otherwise provided by law, the Articles of Incorporation, the Declaration or this Code of Regulations, all of the authority of the Association shall be exercised by or under the direction of the Board of Directors.

SECTION 2. Number and Qualification of Directors. The Board of Directors of the Association shall consist of not less than three (3) and not more than five (5) persons and, except for those Directors appointed by the Declarant, shall be elected from among the Owners and their spouses. No Owner and that Owner's spouse may be members of the Board at the same time. In an Owner is not an individual, any principal, member of a limited liability company, partner, director, officer trustee, or employee of the Owner by be elected to the Board.

SECTION 3. Nomination of Directors. Nominations for the election of the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board at each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine but in no event less than the number of vacancies or terms to be filled. No nominations shall be permitted from the floor unless approved by a majority of those Members in attendance. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

SECTION 4. Election of Directors. The Directors shall be elected at each annual meeting of the Members of the Association or at a special meeting called for the purpose of electing Directors. At a meeting of Members of the Association at which Directors are to be elected, only persons nominated as candidates shall be eligible for election as Directors and the candidates receiving the greatest number of votes shall be elected. The Board may adopt rules regarding nominations and procedure for elections. Election to the Board shall be by secret written ballot and at such elections, the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration.

SECTION 5. Term of Office; Resignations. Except for those Directors appointed by the Declarant, each Director shall hold office for a term of two (2) years and until his or her successor is elected, or until his or her earlier resignation, removal from office, or death. It is intended by these Code of Regulations that the terms of the Directors shall be staggered with an odd number of Directors being elected in odd numbered years and an even number of Directors being elected in even numbered years. The initial terms of the Directors elected by the Owners shall be adjusted to carry out this intent.

Any Director may resign at any time by oral statement to that effect made at a meeting of the Board of Directors or in writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Director may specify. In the event of death or resignation of a Director, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

SECTION 6. Compensation. Members of the Board of Directors shall serve without compensation, except that they may be reimbursed for actual expenses incurred on behalf of the Association.

SECTION 7. Removal of Directors. Except for those appointed by the Declarant, at any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority vote of the Members, and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed shall be given at least ten (10) days' notice of the calling of the meeting and the purposes thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) unexcused absences from Board meetings or who is delinquent in payment of an Assessment for more than twenty (20) days may be removed by a majority vote of the Directors at meeting, a quorum being present.

SECTION 8. Organization Meetings. The first meeting of the Board of Directors following each annual meeting of the Members shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

SECTION 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter.

SECTION 10. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.

SECTION 11. Notice of Meetings, Waiver. Notice of the time and place of each meeting of the Directors, whether regular or special, shall be given to each Director at least seventy-two (72) hours before the time set for the meeting.

Waiver of notice of meetings of the Directors shall be deemed the equivalent of proper notice. Any Director may, in writing, waive notice of any meeting of the Board, either before or after the holding of such meeting. Such writing shall be entered into the minutes of the meeting. Attendance of any Director at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of notice of such meeting.

SECTION 12. Quorum of the Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of the Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting. At such an adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

SECTION 13. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transaction occurring thereat.

SECTION 14. Open Meetings. All meetings of the Board of Directors shall be open to all Members of the Association, but Members other than the Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

SECTION 15. Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, bidding for goods and services, or orders of business of similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

SECTION 16. Action Without A Meeting. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by all the Directors. Any such writing shall be entered into the minute book of the Association. An explanation of the action taken shall be posted at a prominent place or places within the Property within three (3) days after written consents of all the Board members have been obtained.

SECTION 17. Voting By Directors. A Director who is present at a meeting of the Board or any committee meeting when corporate action is taken shall be deemed to have assented to the action taken unless:

a) He or she objects at the beginning of the meeting (or promptly upon arrival) to holding it or transacting business at the meeting;

b) His or her dissent or abstention from the action taken is entered in the minutes of the meeting; or

c) He or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Association immediately after adjournment of the meeting. This right of dissent or abstention shall not be available to a Director who votes in favor of the action taken.

ARTICLE IV OFFICERS

SECTION 1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer and shall be elected by the Board of Directors. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among members of the Board of Directors.

SECTION 2. Election; Term of Office; Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

SECTION 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

SECTION 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have the primary

responsibility for the preparation of the budget and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

SECTION 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE V COMMITTEES

SECTION 1. General. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and operate in accordance with the terms of the resolution of the Board designating such committee or with rules adopted by the Board and to the full extent permitted by law.

SECTION 2. Executive Committee. The Board of Directors may, by resolution adopted or signed by all of the Directors, appoint an Executive Committee to consist of three (3) Directors. The Board may delegate any or all of its duties to such committee. Any resolution or writing appointing such committee must acknowledge the responsibility of all of the Directors for the operation and administration of the Association.

SECTION 3. Design Review Committee. The Board of Directors may appoint a Design Review Committee which shall be responsible for plan approval in accordance with Article IX of the Declaration. In addition, the committee shall develop and promulgate architectural standards and guidelines with respect to those matters that are within the Association's authority to regulate.

ARTICLE VI DETERMINATION AND PAYMENT OF ASSESSMENTS

SECTION 1. Adoption of Budget. It shall be the duty of the Board to prepare and adopt a budget covering the estimated Common Expenses of the Association for the coming fiscal year. The budget shall also include a capital contribution or reserve in accordance with a capital budget separately prepared. After adoption of the budget, the Board shall cause the summary of the budget and the Assessments to be levied against each Lot for the following year to be delivered to each Owner. Such a summary shall be delivered at least thirty (30) days prior

to the start of the fiscal year. The budget and Assessments shall take effect on the first day of the fiscal year.

SECTION 2. Capital Budget and Contribution. The Board shall annually prepare a capital budget, which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing by annual assessments over the period of the budget without the necessity of special assessments. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in Section 1 of this Article. A copy of the capital budget shall be distributed to each Owner in the same manner as the operating budget. The amount set aside annually for reserves may not be waived by the Owners.

SECTION 3. Failure to Adopt Budget. The failure or delay of the Board to adopt a budget as provided herein shall not constitute a waiver or release of the obligation of an Owner to pay the Assessments. In such event, the Assessments based upon the budget last adopted shall continue until such time as the Board adopts a new budget.

SECTION 4. Computation of Assessments. The Assessments for Common Expenses for each Lot shall be determined in accordance with the operating budget and the capital contribution budget as they apply to the various Lots. Unless otherwise determined by the Board, all Assessments shall be charged on an annual basis.

SECTION 5. Payment, Delinquency and Acceleration. Unless otherwise determined by the Board, all Assessments shall be payable annually. Any installment of an Assessment shall become delinquent if not paid on the due date as established by the Board. With respect to each installment of an Assessment not paid within five (5) days after its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, together with interest at the rate provided in Section 1343.03 of the Ohio Revised Code calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days after its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment for the then current fiscal year, attributable to that Lot, to be immediately due and payable without further demand and may enforce collection of the full Assessment and all charges thereon in any manner authorized by law, the Declaration and these Code of Regulations.

SECTION 6. Application of Payments. All payments received by the Association shall be credited in the following order: (a) First, to interest owed to the Association; (b) Second, to administrative late fees owed to the Association; (c) Third, to collection costs, attorney's fees, and

paralegal fees incurred by the Association; (d) Fourth, to the oldest principal amounts the Owner owes to the Association for the common expenses or penalty assessments chargeable against the Lot.

SECTION 7. Remedies for Default. If an Owner is in default of payment of an Assessment, the Board may authorize collection through any lawful means, including foreclosure of the lien. Interest and all costs of such collection, including but not limited to court costs, lien fees, attorney fees shall be included in the amount due from the Owner and may be collected. The Board may authorize the Association to bid its interest at any foreclosure sale and to acquire, hold, lease, mortgage and convey any Lot.

ARTICLE VII ENFORCEMENT OF COVENANTS

SECTION 1. Enforcement Powers. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Lot of the violating Owner, and to suspend the Owner's right to vote or to use the Common Open Space for violating any duty imposed under the Declaration, this Code of Regulations, or any rules and regulations duly adopted hereunder. In the event that an Occupant of a Unit violates the Declaration, this Code of Regulations, or any rules and regulations and a fine is imposed, then the fine shall first be assessed against the Occupant. If the fine is not paid by the Occupant within the time set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, this Code of Regulations, or any rules and regulations shall not be deemed a waiver of the right of the Board to do so thereafter. Any fine shall be assessed as a Individual Assessment, pursuant to Article IX, Section 9.3 of the Declaration

SECTION 2. Procedures for Imposing a Individual Assessment for Damages or Enforcement. Prior to imposing any Individual Assessment the Board shall give notice and the opportunity for a hearing as set forth in Article VII of the Declaration.

ARTICLE VIII MISCELLANEOUS

SECTION 1. Fiscal Year. The Association may adopt any fiscal year as determined by the Board.

SECTION 2. Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Ohio law, the Articles of Incorporation, the Declaration, or this Code of Regulations.

SECTION 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Ohio law, the Articles of Incorporation, the Declaration, and these Code of Regulations, the provisions of Ohio law, the Declaration, the Articles of Incorporation, and this Code of Regulations (in that order) shall prevail.

SECTION 4. Books and Records.

Inspection by Members. The membership book, account books and minutes of the Association, the Board and any committee shall be made available for inspection and copying by any Member or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within Medina County, Ohio, as the Board shall prescribe.

b. Rules for Inspection. The Board shall establish reasonable rules with respect to:

- i.** notice to be given to the custodian of the records by the Members desiring to make the inspection;
- ii.** hours and days of the week when such inspection may be made; and
- iii.** payment of the cost of reproducing copies requested by a Member.

c. Withholding of Books and Records. Communications, books and records may be withheld from examination or copying by Members to the extent that the records concern:

- i.** information that pertains to the Property related personnel matters;
- ii.** communications with legal counsel or attorney work product that pertains to pending litigation or other Property related matters;
- iii.** information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
- iv.** information that relates to matters involving enforcement of Association documents or rules and regulations promulgated pursuant thereto;

- v. disclosure of information in violation of law; or
- vi. meeting minutes or other records of an executive session duly called

d. Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

SECTION 5. Records of Owners. Within thirty days after an Owner takes title to a Lot, the Owner shall provide the following information in writing to the Association through the Board:

a. The home address, home and business mailing addresses, and the home and business telephone numbers of the Owner and all Occupants of the Lot;

b. The name, business address and business telephone number of any person who manages the Owner's Lot as an agent of that Owner.

c. Within thirty days after a change in any information that this section requires, an Owner shall notify the association, through the Board, in writing of the change. When the Board requests, an Owner shall verify or update the information.

SECTION 6. Authorized Communications Equipment. Authorized communications equipment means any communications equipment which provides a transmission, including, but not limited to, by telephone, telecopy, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention of, the Member or Director involved and, with respect to meetings, allows all persons participating in the meeting to contemporaneously communicate with each other. The Board shall have the right to adopt procedures and guidelines regarding such equipment and its use.

SECTION 7. Notices. Unless otherwise provided in this Code of Regulations, all notices, demands, bills, statements, or other communications under the Declaration or this Code of Regulations shall be in writing and shall be deemed to have been duly given if delivered personally or sent by the use of authorized communications equipment, or by United States mail, express mail, or courier service, with postage or fees prepaid:

a. if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if not such address has been designated, at the address of the residence of such Owner. An electronic mail or transmission technology to an Owner is not considered delivered and effective if the Association's transmission to the Owner fails two

consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Owner becomes known to the person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Owner in accordance with Section 7 above. or

b. if to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the Board with written notice to the Owners.

c. In computing the period of time for the giving of a notice required or permitted under the Articles, the Declaration, the Code of Regulations, or a resolution of its Members or Directors, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If notice is given by personal delivery or transmitted by telegram, facsimile, telecopy or electronic mail, the notice shall be deemed to have been given when delivered or transmitted. If notice is sent by United States mail, express mail or courier service, the notice shall be deemed to have been given 3 days after deposited in the mail or the next day when deposited with the overnight or same day courier service, instructing the service to make delivery no later than overnight.

d. A written notice or report delivered as part of a newsletter or other publication regularly sent to the Members shall constitute a written notice or report if addressed or delivered to the Member's address shown in the Association's current list of members, or, in the case of Members who are residents of the same household and who have the same address in the Association's current list of Members, if addressed or delivered to one of such Members at the address appearing on the Association's current list of Members.

SECTION 8. Amendment. Except as otherwise provided by law or the Declaration, this Code of Regulations may be amended by a the consent of seventy-five percent of the Owners, either in writing or in a meeting called for that purpose. No amendment is effective until filed with the Recorder of Medina County, Ohio.

SECTION 9. Financial Review. A review of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide, provided, however, after having received the Board's report at the annual meeting, the Owners, by majority vote, may require the accounts of the Association to be audited as a Common Expense by a public accountant.