

TRANSFER NOT NECESSARY
ROGER REYNOLDS, CPA
BY 4-22-21 DEPT.
AUDITOR, BUTLER CO., OHIO



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BUTLER County, Ohio DANNY N. CRANK, Recorder
BK **9642** PG **940**

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
PRINCETON AT GILMORE OWNERS ASSOCIATION**

THIS DECLARATION of Covenants, Conditions and Restrictions and Reservation of Easements for Princeton at Gilmore Owners Association ("Declaration") is made this 28th day of April, 2021 by BridgeWater Church, an Ohio not for profit corporation ("Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property located in Fairfield Township, Butler County, Ohio which is more fully described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the Declarant desires to provide for the maintenance of private easements and related facilities constructed or to be constructed on the Property, and to this end, desire to subject the Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each of which is for the benefit of the Property and the subsequent owners thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values in the Property, to create an association to which should be delegated and assigned the powers and duties of: (a) maintaining and administering the landscaping and sign easements; (b) maintaining the private drainage easements and related facilities; (c) promoting the uniform and complimentary development of the Property; (d) administering and enforcing the within covenants and restrictions; and (e) disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant shall form the Princeton at Gilmore Owners Association as a non-profit Ohio corporation for the purpose of carrying out the powers and duties aforesaid.



NOW, THEREFORE, the Declarant hereby declares that all of the Property shall be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants, conditions, charges and liens which are for the purpose of protecting the value and desirability of, and which shall run with the real estate and be binding on all parties having any right, title or interest in it or any part of it, their successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE 1 – DEFINITIONS

1.1 “Association” shall mean and refer to Princeton at Gilmore Owners Association, its successors and assigns.

1.2 “Board” shall mean the Board of Directors of Princeton at Gilmore Owners Association.

1.3 “Property” or “Properties” shall mean and refer to that certain real property described in Exhibit “A” and such additions thereto as may hereafter be brought within the jurisdiction of this Declaration and the Association.

1.4 “Plat” shall mean and refer to a subdivision plat recorded in the Butler County, Ohio Recorder's Plat Records or a lot split plat filed with the Butler County Engineer and such subsequent replats, lot split plats, subdivision plats or the like pertaining to all or any part of the Property filed for record.

1.5 “Lot” or “Lots” shall mean and refer to: (a) the physical portion of the Property designated on a Plat for separate ownership or subsequently so designated; (b) any portion or tract of land which is a separate tax parcel within the Property; or (c) any tract of land within the Property which has been conveyed by the Declarant as a separate parcel defined by a registered surveyor and accepted by the Butler County, Ohio Auditor's Office. Any Lot may be subsequently split, replatted or subdivided into new Lots, subject to such restrictions that the Declarant may impose on splitting, replatting or subdividing a Lot into a new Lot and the provisions of the applicable ordinances or regulations of Fairfield Township, Butler County, Ohio or the Planning Department of Butler County, Ohio, as applicable, as such ordinances or regulations are now and as they may be amended from time to time.

1.6 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to a Lot, including any land installment contract vendor or, subject to the terms of this Declaration, any lessee or tenant in lawful possession of any Lot pursuant to an instrument recorded in the Butler County, Ohio Recorder's Office and within which instrument the



fee simple owner specifically assigns its rights as "Owner" to such lessee/tenant; but excluding those having any interest in a Lot merely as security for the performance of an obligation.

1.7 "Common Area" or "Common Areas" shall mean: (a) the areas within the Property specifically designated Landscaping and/or Sign Easement areas, as depicted on a Plat, which easement areas shall be designated from time to time by the Declarant and shall be in favor of the Association and the Property for purposes of landscaping, groundskeeping and aesthetic beautification of the same; (b) the easement areas within the Property granted or to be granted by the Declarant to the Association for common storm water drainage and retention or detention as depicted on a Plat; (c) any area within the Property depicted on a Plat as a Private Drainage Easement; (d) the Access Drive and Utility Easement; (e) any area within the Property depicted on a Plat with a label Conservation Easement; and (f) any real property to be managed by the Association or owned by the Association in fee, by lease, by easement or the like. Common Area shall include all improvements located in the areas described in (a), (b), (c), (d), and (e) in the immediately preceding sentence, including but not limited to, any walls, structures, fixtures, pipes, curbs, concrete gutters, outlet structures, storm sewers, manholes, catch basins, headwalls, dams, aeration systems, streams, ditches, rip rap, and rock if used for channel protection constructed or located within such easement area.

1.8 "Greenspace Buffer" is as shown on a Plat labeled Conservation Easement and depicts a natural area to be maintained as a natural buffer between the Property and residential properties to the north and fronting Fayette Drive. The Greenspace Buffer shall not be construed to be a conservation easement as that term is defined, and such easements are governed, by Ohio Revised Code Chapter 5301, or as may be amended.

1.9 "Landscaping and/or Sign Easement" or "Landscaping and/or Sign Easements" are as shown on a Plat and shall include the signs and other improvements, including, but not limited to landscaping constructed within such easement area.

1.10 "Occupant" means any person in possession of a Lot or the improvements constructed thereon, whether or not such possession is lawful, and shall include but not be limited to, an Owner's employees, agents, invitees and lessees.

1.11 "Private Drainage Easement" or "Private Drainage Easements" are shown on a Plat and each such easement depicts a drainage easement that is to be managed and maintained by the Association as Common Area. The Association shall also manage and maintain the discharge ditch or concrete paved gutter on the property to the north of the Property which shall serve to discharge drainage from the Private Drainage Easement or Private Drainage Easements.



1.12 “Access Drive and Utility Easement” shall mean the 60’ Access and Private Utility Easement Shown on the Plat.

1.13 “Declarant” shall mean and refer to BridgeWater Church, its successors, assigns and designees.

1.14 “By-Laws” means the By-Laws of the Association, as the same may be amended from time to time, pursuant to Section 1702 of the Revised Code of Ohio. A true copy of the By-Laws as shown in Exhibit “C” is attached hereto and made a part hereof.

1.15 “Member” shall mean a member of the Association with voting rights.

1.16 “Structure” shall mean any building, enclosure, fence or other improvement on any Lot.

1.17 “Subsequent Amendment” shall mean an amendment to this Declaration.

ARTICLE II - COMMON AREA AND EASEMENTS

2.1 Management. The Common Area shall be managed by the Association, whether owned by the Association in fee or controlled by the Association by virtue of an easement or a lease.

2.2 Easements. Lots shall be subject to and benefitted by the non-exclusive easements hereinafter provided for in Section 2.2.1, Section 2.2.2, Section 2.2.3, Section 2.2.4, and Section 2.2.5 of this Declaration. These easements shall be appurtenant to and pass with the title to each Lot.

2.2.1 Owner’s Right of Enjoyment. Each Owner shall have a right to and nonexclusive easement for the enjoyment of, in, and to the Common Areas, and such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) The right of the Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Areas, and in aid thereof to mortgage said Common Areas. The Association shall not mortgage the Common Areas except by resolution approved by an affirmative vote of the Members at a duly called and noticed special meeting, as more specifically described in Article III hereof;

(b) The right of the Association to levy annual and special assessments for the maintenance of the Common Areas:



(c) The right of the Association, acting through its Board, to adopt and amend, from time to time, such rules and regulations regarding the use of the Common Areas as the Board shall deem appropriate;

(d) The right of the Association to grant easements over or to dedicate or transfer all or any part of the Common Areas to any public agency, authority, utility, or other person or entity for such purposes and subject to such conditions as may be agreed upon by the Members. No such grant, dedication or transfer shall be effective unless an instrument is recorded upon the public records of Butler County, Ohio which has been approved by an affirmative vote of the Members at a duly called and noticed special meeting, as more specifically described in Article III hereof;

(e) The right of the Declarant or the Association to make improvements to the Common Areas;

(f) The right of the Declarant or the Association to erect and maintain signs, landscaping and other improvements within the Landscaping and Sign Easements; and

(g) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas from encroachments and all other impacts.

2.2.2 Drainage Easements. The Association shall maintain, repair, replace and administer as Common Area each Private Drainage Easement shown on a Plat, together with any fixtures, structures or improvements thereon. Such activities shall be in accordance with any guidelines set forth by the Butler County, Ohio Engineer ("Engineer"). The Association shall have primary responsibility for the maintenance of any pipes, concrete gutters, mechanical devices and all other improvements serving or being a part of any Private Drainage Easement. The Association shall also be primarily responsible for maintaining water quality and mosquito control as needed within each Private Drainage Easement. By acceptance of such responsibility, the Association shall not be liable for any damage caused to a Lot by surface water, erosion, landslide or other similar causes, unless such damage was proximately caused by its failure to exercise ordinary care in carrying out its duties and responsibilities. Each Owner shall have primary responsibility for grass cutting and vegetation control within any Private Drainage Easement and any public utility easement areas located on its Lot. Such responsibility shall include keeping those easements clean and unobstructed. No Owner shall make any structural change, addition or improvement to any Private Drainage Easement without the prior written consent of the Declarant or its designee.

The Association may dedicate or transfer responsibility for surface water drainage to any governmental authority if such dedication or transfer becomes possible.



2.2.3 Greenspace Buffer and Natural Areas. The Greenspace Buffer shall be maintained and administered as Common Areas by the Association.

2.2.4 Landscaping and Sign Easements, etc. The Landscaping and Sign Easements and any planting or landscaping islands located in the right-of-way as shown on a Plat and any structures, fixtures and improvements (including landscaping) thereon shall be maintained, repaired, replaced and administered as Common Areas by the Association.

2.2.5 Access. Lots shall be subject to and benefitted by an easement for ingress and egress in favor of the Association for the purpose of performing any of its responsibilities described in this Declaration. Nothing herein shall be construed to provide any right of access to any Lot by any person who is not the Owner of that Lot, except as provided in Section 2.2.1, Section 2.2.2, Section 2.2.3, or Section 2.2.4 of this Declaration. Access to any detention pond which is located in a Common Area shall be restricted to: (a) the Owner or Owners whose Lot or Lots adjoin the Common Area detention pond; and (b) the Association, as provided for in this Declaration. Solely for the purpose of performing the maintenance, repairs and replacements required or authorized by this Declaration or exercising its rights provided for in this Declaration, the Association 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 of the day.

2.2.6 Access Drive and Utility. Lots shall be subject to and benefitted by an easement for ingress and egress and for utility purposes over the Access Drive and Utility Easement. The Association shall maintain and repair the Access Drive and Utility Easement. The phrase "maintain and repair" as used in the preceding sentence shall mean the timely removal of snow and ice accumulations and keeping the surface areas in a smooth and even traveling condition with a macadamized or concrete surface. Any Lot Owner shall have the right at any and all reasonable times, when necessary or convenient to do so, to enter upon the Access Drive and Utility Easement in order to perform any and all acts necessary for the construction, installation, operation, maintenance, repair or replacement of utilities. Such work shall minimize disruptions to the flow of traffic over the Access Drive and Utility Easement. Upon the completion of any such utility work, the Access Drive and Utility Easement surface shall be promptly repaired by the Lot Owner performing the work.

2.2.7 Casey's Property. The owner of the Casey's Property (defined herein) shall have an access easement over the 40' Cross Access Easement for Future Drive as shown on the Plat. The purpose of the 40' Cross Access Easement for Future Drive is to allow the owner of the Casey's Property to access the Access Drive and Utility Easement and Princeton Road in the event Butler County, Fairfield Township, or any other authority prohibits direct access from Casey's Property to the Access Drive and Utility Easement. The owner of the Casey's Property shall have



the right to construct an access drive on the 40' Cross Access Easement for Future Drive and shall be responsible to maintain and repair the 40' Cross Access Easement for Future Drive.

2.3 Title to Common Areas. Fee simple title to the Common Areas may be conveyed by the Declarant to the Association and if it is, it shall be so conveyed free and clear of all liens and encumbrances; provided, however, that the Declarant shall have the right from time to time to reserve for the purpose of development of all or any portion of the Property such easements and rights as Declarant deems necessary in connection with the development of the Property. The Declarant's rights hereunder shall not unreasonably interfere with the Owner's easement of enjoyment.

The Declarant may also grant the Association easements or leasehold rights to use the Common Areas, subject to such terms, conditions and reservations as the Declarant deems appropriate.

2.4 Owner's Delegation Rights. Any Owner may delegate its easement rights and rights of enjoyment to the Common Area to the Occupant of its Lot. Any Owner who has leased its Lot shall be deemed to have delegated such rights to its lessee or lessees. Any such delegation, however, shall be in accordance with and subject to reasonable rules, regulations and limitation as may be adopted by the Association.

2.5 Limitation on Easements. All easements and rights granted herein are subject to:

2.5.1 All restrictions set forth in this Declaration;

2.5.2 Any rules, regulations and limitations adopted by the Association as provided for in this Declaration and the right to enforce such rules, regulations and limitations;

2.5.3 The right of the Association to levy assessments as set forth herein; and

2.5.4 All rights granted to the Association in this Declaration.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

3.1 Formation and Membership. The Declarant has caused or will cause to be created in accordance with Chapter 1702 of the Ohio Revised Code, a non-profit corporation named Princeton at Gilmore Owners Association. The purposes of the Association are to administer and maintain the Common Areas and to promote the general health, safety, and welfare of the Owners of the Lots. Each Owner, upon acquisition of title to a Lot, shall automatically be a Member of the Association. Membership shall terminate upon the sale or other disposition of the Lot.



3.2 Voting Rights. The Association shall have two classes (each, a “Class”) of voting membership:

3.2.1 Class A Members shall be all Owners. Class A Members shall be entitled to one (1) vote for each one-tenth (1/10th) of an acre contained within each Lot owned by a Class A Member (net of any part of such Lot located in a right-of-way). When more than one person holds an interest in any Lot, all persons shall be Class A Members. The votes for such Lot shall be exercised as the Owners may determine, but in no event shall more votes be cast than the total number of votes available with respect to the area contained by the Lot owned by such Owner.

3.2.2 The Class B Member shall be the Declarant. The Class B Member shall be entitled to ninety (90) votes.

3.3 Disqualification. Members who have failed to make payments of any sums due to the Association or failed to observe the requirements of Section VII of this Declaration shall not be entitled to vote until such payment or such performance has been completed.

3.4 Administration. The administration of the Association shall be by the Board of Directors in accordance with the By-Laws and provisions of this Declaration.

3.5 Powers. The Board of Directors shall have full and complete authority to take all actions, to make all decisions and to do all things that the Association is empowered to do, for and on behalf of the Association, without any vote of the Members of the Association, unless specifically prohibited from doing so by the By-Laws, this Declaration, or the laws of the State of Ohio. Subject to the limitations provided for in this Declaration or the By-Laws, the powers of the Board of Directors shall include, but not be limited to, the right, power and authority to adopt rules and regulations and to take or perform any or all of the other actions set forth in Article VIII of the By-Laws.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENT

4.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant and each Owner of any Lot covenant and agree to pay to the Association: (a) annual assessments; (b) special assessments for capital improvements or other services provided by the Association; and (c) individual assessments. All such assessments are to be fixed, established and collected from time to time as hereinafter provided. The lien for the assessments provided for herein is created by this Declaration. All Owners acquiring an interest in a Lot after the filing of this Declaration take such interest subject to the lien for the assessments. All assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, including, but not limited to,

reasonable attorneys' fees, shall be a charge on and shall be a continuing lien upon the Lot and improvements against which such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person, group of persons or entity who was the Owner of such Lot at the time when the assessment fell due.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used to maintain, promote, protect and enhance the value of the Common Areas and to maintain, repair or replace any structures, fixtures, landscaping or other improvements located in the Common Areas.

4.3 Annual General Assessments. An annual general assessment shall be levied on the Lots and Members owning Lots in such amount as determined by the Association to provide and be used for the purpose of: (a) providing maintenance of the Common Areas, including, but not limited to, the replacement of trees, shrubbery and plantings located on any of the Common Areas; (b) providing for maintenance, repair and replacement of improvements, fixtures and structures constructed on the Common Areas; (c) providing such insurance for the Common Areas and the Association in amounts determined by the Board; (d) paying any real estate taxes and assessments on Common Areas owned in fee by the Association; (e) paying the cost of the utilities, if any, serving Common Areas; (f) paying for the cost of management, supervision, legal and accounting expenses incurred by the Association; (g) providing reasonable reserves for contingencies, replacements, maintenance, repairs, other costs incurred by the Association; and (h) other maintenance, repair or replacement of Common Areas as further provided for in this Declaration.

4.4 Special Assessments. In addition to the annual and individual assessments authorized by this Article IV, the Association may levy special assessments, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, or unexpected repair or replacement, of a capital improvement located upon the Common Areas, provided (except in the case of insufficient insurance as set forth herein) such special assessments shall have been approved by an affirmative vote of the Members at a duly called and noticed special meeting, as more specifically described in Article III hereof. A meeting of the Members shall be duly called for this purpose, written notices of which shall be sent to all Members at least thirty (30) calendar days in advance of such meeting, which notice shall set forth the purpose of the meeting. A special assessment cannot be levied by the Association with respect to the initial construction of a public improvement required to be made by the Declarant.

4.5 Individual Assessments. In the event that any damage is caused: (a) as a result of a breach of this Declaration by an Owner, its tenants or invitees; or (b) to any of the Common Areas through the willful or negligent act of an Owner, its tenants, employees or invitees, the Association may correct or repair any such damage, and the costs thereof shall be added to and become a part



of an assessment that may be levied by the Association against the individual Lot owned by the Owner responsible for such damage.

4.6 Commencement of Assessments. The annual general assessment for each Lot, in an amount determined by the Board, shall commence July 1, 2021. All assessments shall be payable in advance in equal installments as determined by the Board. Failure to mail notices by the dates required shall not affect the rights of the Association to assess Lots as provided herein.

4.7 Basis and Apportionment of Assessments. Both annual general assessments and special assessments, as provided for in Sections 4.3 and 4.4, allocated to a Lot (including any Lot owned by the Declarant) shall be calculated by first subtracting one-tenth (1/10th) of the amount of such assessment, which one-tenth (1/10th) shall be apportioned to the Class B Member, and then multiplying the remaining nine-tenths (9/10ths) of such assessment by a fraction, the numerator of which shall be the number of acres in the Lot (net of any part of such Lot located in a right-of-way) and the denominator of which shall be the total number of acres contained in all Lots (net of any part of such Lots located in a right-of-way).

It shall be the duty of the Board to fix the amount of the annual general assessments applicable to each Lot annually. The Board shall make reasonable efforts to fix such amounts, in advance, by the first day of December of each year, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto, which roster may be inspected by any Owner upon reasonable notice to the Board. Written notice of the annual general assessment shall thereupon be sent to the Class B Member and the Owner of any Lot subject thereto. Annual general assessments shall become a lien on each Lot on January 1 of each year. Failure to mail notices by the dates required shall not affect the right of the Association to assess a Lot as provided herein for its share of the annual general assessment.

Individual and special assessments shall be fixed by the Board as provided in this Article IV, which assessments shall become a lien on the Lot on the date that the Board mails written notice of any such assessment to the Owner of any Lot subject thereto.

4.8 Assessments Certificates. The Association shall, upon a written request, furnish to any Owner or the Class B Member liable for assessments or to its designee a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessments, i.e., whether the same are paid or unpaid and the amount outstanding. Such certificate shall be conclusive evidence of the payments of any assessments therein stated to have been paid. A charge not to exceed Twenty-Five and 00/100 (\$25.00) Dollars may be levied in advance by the Association for each Certificate so delivered.



4.9 Non-Payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, including reasonable attorney's fees, as hereinafter provided, thereupon become a continuing lien on such Lot in the hand of the then Owner. The obligation of the then Owner to pay such assessment, however, shall remain the personal obligation of the Owner of the Lot and shall not pass to such Owner's successors in title unless expressly assumed by the successor.

If the assessment is not paid on its due date, the unpaid balance of such assessment shall bear interest at the rate of twelve (12%) percent per annum from its due date until the entire unpaid balance owing on the assessment has been paid in full. The Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien against the Lot, in either of which events, interest, costs and reasonable attorneys' fees shall be added to the amount of each assessment. No Owner may waive or otherwise escape liability for the assessment herein provided for by non-use of any Common Areas or abandonment of its Lot.

4.10 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subject and subordinate to the lien of any recorded bona fide first mortgage.

4.11 Notice and Quorum for Any Action Authorized Under Section 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.4 of this Declaration shall be sent to all Members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty (60%) percent of the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting maybe called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.12 Perfection. Recording of this Declaration constitutes notice and perfection of the lien for the assessments provided for herein.

4.13 Notice of Lien. The Association may file a notice of lien with the Recorder of Butler County, Ohio. Such notice shall not be required for the Association to enforce its lien.

4.14 Extinguishment of the Lien. A lien for unpaid assessments is extinguished unless proceedings to enforce it are instituted within five (5) years after the later of: (a) the date the full amount of the assessment becomes due; or (b) the date the notice of lien is filed with the Butler County, Ohio Recorder.

4.15 Priority of Lien. The lien of the assessments provided for herein shall be prior to all liens and encumbrances on a Lot recorded after this Declaration except for the lien for real estate taxes and assessments and the lien of any recorded bona fide first mortgage.

ARTICLE V – MAINTENANCE

5.1 Maintenance of Common Areas. The Association shall be responsible for the care and maintenance of the Common Areas and the repair and replacement of any fixtures, structures, landscaping or other improvements located in the Common Areas. The Association shall keep the Common Areas in good, clean, attractive and sanitary condition, order and repair.

5.2 Reserves. The Association shall establish and maintain a reserve account containing such amounts as the Board shall annually determine to be necessary to adequately meet the cost of all anticipated repairs, replacements and maintenance activities required of it under this Declaration. Such account shall be funded from the annual general assessments provided for in Section 4.3 hereof.

5.3 Professional Management Contracts. The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee, on ninety (90) days or less written notice.

ARTICLE VI - INSURANCE

6.1 Liability Insurance. The Association shall obtain and maintain a commercial general policy of liability insurance covering all of the Common Areas, insuring the Association, the Board, and the Owners and Occupants, in an amount of not less than One Million and 00/100 (\$1,000,000.00) Dollars per occurrence and Two Million and 00/100 (\$2,000,000.00) Dollars in the aggregate for personal injury and/or property damage. This insurance shall include protection against such risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the Board. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim for an Owner or Occupant because of negligent acts of the Association, the Board, or other Owners or Occupants.

6.2 Other Insurance. In addition, the Board may purchase and maintain contractual liability insurance, directors' and officers' liability insurance, and such other insurance as the Board may deem desirable from time to time.



6.3 Insufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damages or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, the Association may advance such costs in excess of available insurance proceeds. The amount so advanced by the Association shall become a special assessment against all of the Lots (other than the unsold Lots of the Declarant), and such assessments shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the non-payment of assessments. The action required to be taken by the Association under this Section shall not require any vote of the Members of the Association.

ARTICLE VII - GENERAL RESTRICTIONS

7.1 Construction. No construction (which term shall include within its definition staking, clearing, excavating, grading, and other site work) shall occur on a Lot except in strict compliance with the provisions of this Article VII.

7.2 Improvement Review. No:

- (a) building, structure, enclosure, fence, loading dock, parking area or exterior sign or other improvement shall be constructed on any Lot; and
- (b) Structure on any Lot shall be remodeled or altered in any way which materially changes the exterior appearance thereof, involves the erection of a new Structure or otherwise increases the area under roof of any Structure,

until the plans and specifications, landscaping plan and site plan (collectively, hereinafter referred to as the "Plans and Specifications") showing the extent and location of such improvement or alteration have been submitted to and approved in writing by Fairfield Township, to the extent required by Fairfield Township.

7.3 Use Restrictions.

7.3.1 Use Restrictions. The Property shall not be owned, controlled, leased, used or occupied for any of the following uses:

- (a) a use or operation that is generally considered to be an environmental risk to any portion of the Property or any surrounding properties, but such restriction shall not in any way prevent or limit the use of the Casey's Property ("defined below") for the sale of

motor fuels including the related underground or above ground storage, filling, and dispensing of gasoline, diesel fuel, and other petroleum products;

- (b) a business selling alcoholic beverages for on-premises consumption except for: (i) a restaurant with sit down table service as its primary operation in which the sale of alcoholic beverages does not exceed 60% of its gross sales; (ii) or any sale of alcoholic beverages for on premises consumption that does not exceed 20% of the gross sales of the business;
- (c) a laundry or dry cleaning establishment, provided, the foregoing restriction shall not include an establishment for dry cleaning drop-off and pick-up only, with no cleaning services being performed at the subject property;
- (d) any establishment which stocks, displays, sells, rents, or offers for sale or rent any merchandise or material commonly used or intended for the use with or in consumption of any narcotic or other controlled substance, whether under federal law or Ohio law, (provided that the foregoing is not intended and shall not be construed to prohibit a drug store);
- (e) an adult book store, an establishment selling or exhibiting pornographic materials or any form of adult entertainment or an operation whose principal use is an exotic dancing and/or massage parlor (provided this restriction shall not prohibit massages in connection with a beauty salon, health club or athletic facility, or a national massage chain such as Massage Envy);
- (f) a pool or billiard hall, arcade, night club, or dance club;
- (g) an abortion clinic; Planned Parenthood;
- (h) an auto repair shop;
- (i) a lot for the sale of used automobiles;
- (j) a low-income apartment complex, mobile home park, trailer court (except that this provision shall not prohibit the temporary use of



construction trailers during any periods of construction, reconstruction or maintenance), mobile home sales lot, or living quarters;

- (k) a bingo parlor or any gambling use other than sales of lottery tickets pursuant to the laws, rules, and regulations of the State of Ohio and the Ohio Lottery Commission;
- (l) a business which would emit or produce noxious fumes, gases, excessive dust, dirt or loud noises, but such restriction shall not prevent the use of the Casey's Property as a gas station;
- (m) an assembly, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation;
- (n) a junk yard, stock yard, animal raising operation, a dump or disposal or any operation for the incineration or reduction of garbage or refuse;
- (o) a pawn shop, a thrift store, consignment shop or "re-sell" shop, a "Good Will" or "Salvation Army" type store, flea market, or a store dedicated primarily to the sale of tobacco products (this restriction shall not prevent retailers similar to Play it Again Sports, Snooty Fox, Plato's Closet, etc.);
- (p) a mortuary or funeral home;
- (q) a banquet hall, auditorium or meeting hall (this does not include a hotel with meeting space);
- (r) no flashing neon signs may be placed in the window or on any buildings greater than 24 inches x 24 inches or on any poles;
- (s) the outdoor display, sale or storage of seasonal merchandise (Christmas trees, pumpkins, produce, flowers, etc.) and/or the temporary or periodic (i.e., not permanent) outdoor display, sale or storage of merchandise (art work, novelties, clothing, etc. This shall not exclude incidental outdoor displays or sidewalk sale displays of a retail establishment); and/or



(t) a carnival, amusement park, or circus.

7.3.2 Casey's Property and Additional Use Restrictions on the Remainder Property. It is anticipated that the portion of the Property which is more fully described in Exhibit "B" (the "Casey's Property") shall be transferred to Casey's Marketing Company ("Casey's"). The Property, less the Casey's Property shall hereinafter be referred to as the Remainder Property. Provided the Casey's Property has been transferred to Casey's, the Remainder Property shall not be used for the sale of gasoline or other motor fuels, a convenience store, or the sale of pizza, except that so long as Declarant is the owner of the Remainder Property (or any portion thereof), Declarant shall have the right to operate upon such property a church-run food bank, food pantry, and/or any other operation for religious or philanthropic purpose.

7.4 Landscaping and Parking. If an area on a Lot is to be landscaped, the landscaping shall be done in an attractive manner with lawn, trees and shrubs according to plans approved with the prior written consent of Declarant. If an area on a Lot is to be used for off-street parking, the parking arrangements and surfacing shall likewise be approved in Fairfield Township, if required by the Township's rules and regulations. All parking areas and drives shall be paved with an impervious surface (asphalt or concrete). Landscaped and parking areas on any Lot shall be properly maintained thereafter by the Owner of that Lot in a well-kept condition.

Employee, customer, construction vehicle, Owner or tenant parking shall not be permitted on private or public streets located on the Property and each Owner shall be responsible to provide such parking facilities on its Lot.

7.5 Waste and Refuse. No waste material or refuse shall be dumped upon or permitted to remain on any part of a Lot outside of the buildings constructed thereon unless it is in a covered receptacle (dumpster).

7.6 Outside Storage. No materials, equipment, cars, supplies or products shall be stored or permitted to remain on a Lot outside of a permanent Structure without the prior written consent of Declarant.

7.7 Sidewalks. Sidewalks that are to be installed on any Lot shall be constructed at no cost or expense to Declarant, except for a sidewalk that is to be constructed on a Lot owned by the Declarant where Declarant has constructed a Structure. In such instance, the cost to install the sidewalk shall be paid by Declarant.

7.8 Maintenance. Each Owner shall at all times keep all Structures on a Lot in a safe and clean condition and comply in all respects with all governmental health and police requirements. Each Owner shall contain and remove at its sole cost and expense any trash or



rubbish of any character whatsoever which may accumulate on its Lot. Grass and weeds on each Lot shall be cut by the Owner so that at no time does the height of such grass or weeds exceed eight (8) inches.

ARTICLE VIII - GENERAL PROVISIONS

8.1 **Enforcement.** The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Association or by any Owner to enforce any restriction, condition, covenant, reservation, lien or charge herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.2 **Severability.** Invalidation of any one of these restrictions, conditions, covenants, reservations, liens or charges by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

8.3 **Binding Effect and Amendment.** The restrictions, conditions, covenants, and reservations of easements contained in of this Declaration or any one of them, shall inure to the benefit of the Declarant and each other Owner of a Lot, its successors and assigns and shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an affirmative vote of: (a) the Declarant; or (b) Members holding at least two-thirds (2/3) of the votes voting on the matter at a duly called and noticed special meeting. It shall not be necessary to obtain the consent of any mortgagee or any Lot to any amendment adopted pursuant to this Section. Any amendment must be recorded. No amendment to the restrictions, conditions, covenants and reservations of easements of this Declaration shall be binding upon any Lot owned by Declarant unless Declarant agrees in writing to said amendment in a recorded writing.

Notwithstanding the provisions of the preceding paragraph, the first paragraph of Section 4. 7 of this Declaration can only be amended by the unanimous vote of all Members.

8.4 **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 Declarant for the purpose of: (a) eliminating or correcting any typographical or other inadvertent error herein; (b) eliminating or resolving any ambiguity herein; (c) making nominal changes; or (d) clarifying Declarant's original intent; provided, however, that no such amendment shall materially affect any Owner's interest in the Association or the Common Area. Each Owner and its 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 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 Declarant to be necessary or proper to effectuate the provisions of this paragraph.

8.5 No Liability for Approval or Disapproval. No approval of Plans and Specifications by the Declarant or its designee shall be construed as representing or implying that such Plans or Specifications will, if followed, result in properly designed improvements. Such approval shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Declarant nor its designee shall be responsible or liable for: (a) any defects in any Plans or Specifications submitted, revised or approved pursuant to the terms of this Declaration; (b) any loss or damage to any person arising out of the approval or disapproval of any Plans or Specifications; (c) any loss or damage arising from the non-compliance of such Plans and Specifications with any governmental or quasi-governmental ordinance, rule or regulation; nor (d) any defects in construction undertaken pursuant to such Plans and Specifications.

ARTICLE IX - MISCELLANEOUS

9.1 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.

9.2 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 mailed by United States mail, postage prepaid, addressed to such person's last address as it appears on the records of the Association.

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

9.4 Personal Liability. Nothing in this Declaration or the By-Laws, or any rules or regulations enacted pursuant to any of the aforesaid, shall impose personal liability upon any member of the Board or any officer of the Association acting in his capacity as such, for the maintenance, repair or replacement of part of the Common Areas or give rise to a cause of action against any of them except for damages resulting from their own willful omissions or misconduct. Each person who becomes an Owner hereby releases and discharges all persons now or hereafter



serving as an officer or member of the Board, or both, from any liability for injury or damages to such Owner or to such Owner's property and covenants not to initiate any legal proceedings against any such person or persons unless such said person is covered by insurance paid for by the Board. In such an event the amount of recover shall be limited to the amount of insurance.

9.5 Condemnation. In the event any Common Area or any portion thereof is made the subject matter of any condemnation or eminent domain proceedings or otherwise sought to be acquired by a condemning authority, the proceeds of any award or settlement shall be distributed to the Association for the common benefit of the Owners and their mortgagees, as their interest appear.

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

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

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

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[SIGNATURE PAGE FOLLOWS]

The undersigned Declarant has executed this Declaration this 28 day of April, 2021.



File # 2021-00024939

Page: 20 of 30

BK **9642** PG **959**

BridgeWater Church

By: Drew Wilkerson, Lead Pastor
Drew Wilkerson, Lead Pastor

STATE OF OHIO, COUNTY OF BUTLER, SS:

The foregoing instrument was acknowledged before me this 28th day of April, 2021, by Drew Wilkerson, Lead Pastor of BridgeWater Church, an Ohio not for profit corporation on behalf of the corporation.



THOMAS A. DIERLING, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration
O.R.C. SECTION 147.03

This instrument prepared by

Millikin & Fitton Law Firm
A Legal Professional Association
West Chester, Ohio

21 20 (DAW)

**EXHIBIT "A"****LEGAL DESCRIPTION OF THE "PROPERTY"****Parcel 1**

Situated in Section 26, Town 2, Range 3, Township of Fairfield, Butler County, Ohio:

Being Lot Number 9196 of Bridgewater Church Subdivision as the same is numbered and delineated upon the recorded plat thereof, of record in Book 9639, Page 845, Recorder's Office, Butler County, Ohio.

Parcel ID: A0300172000001

AND

Parcel 2

Situated in Section 20, Town 2, Range 3, Township of Fairfield, Butler County, Ohio, and in Section 26, Town 2, Range 3, Township of Fairfield, Butler County, Ohio:

Being Lot Number 9197 of Bridgewater Church Subdivision as the same is numbered and delineated upon the recorded plat thereof, of record in Book 9639, Page 845, Recorder's Office, Butler County, Ohio.

Parcel ID: A0300172000002



By ML at 12:29 pm, Apr 28, 2021

**EXHIBIT "B"****LEGAL DESCRIPTION OF "CASEY'S PROPERTY"**

Situated in Section 26, Town 2, Range 3, Township of Fairfield, Butler County, Ohio:

Being Lot Number 9196 of Bridgewater Church Subdivision as the same is numbered and delineated upon the recorded plat thereof, of record in Book 9639, Page 845, Recorder's Office, Butler County, Ohio.

Parcel ID: A0300172000001



By ML at 12:30 pm, Apr 28, 2021

**EXHIBIT “C”****BY-LAWS
OF
PRINCETON AT GILMORE
OWNERS ASSOCIATION****ARTICLE I: NAME**

The name of the corporation is Princeton at Gilmore Owners Association, hereinafter referred to as the “Association”.

ARTICLE II: DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Princeton at Gilmore Owners Association (“the Declaration”) recorded with the Recorder of Butler County, Ohio.

ARTICLE III: OFFICES

SECTION 1: PRINCIPAL OFFICE. The principal office of the Association shall be located at 3100 Princeton Road, Fairfield Township, Butler County, Ohio.

SECTION 2: OTHER OFFICES. The Association may have such other offices, either within or without the State of Ohio, as the Directors may designate or as the business of the Association may require from time to time.

ARTICLE IV: FISCAL YEAR

SECTION 1: FIRST YEAR. Unless otherwise designated by resolution of the Directors, the first fiscal year of the Association after the adoption of this Code of Regulations shall end on December 31, 2021.

SECTION 2: SUBSEQUENT YEARS. Subsequently, the fiscal year of the Association shall commence on the first day of January in each year and end on the last day of the following December, or be such other period as the Directors may designate by resolution.

ARTICLE V: THE ASSOCIATION

The Association shall be a non-profit Ohio corporation and shall be called Princeton at Gilmore Owners Association.

SECTION 1: MEMBERSHIP. Membership in the Association shall be limited to the Declarant (as defined in the Declaration) and Owners. and Declarant and Owners shall be Members. Each Owner, upon acquisition of title to a Lot, shall automatically become a member of the Association. An Owner’s Membership shall terminate upon the sale or other disposition of the Lot.



SECTION 2: VOTING RIGHTS AND POWER. Voting rights and power of the Members shall be exercised in accordance with the provisions contained in the Declaration.

SECTION 3: PROXIES. A Member may vote in person or by proxy at any meeting of the Association. All proxies shall be in writing and filed with the Secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Member of his, her or its Lot.

SECTION 4: QUORUM. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, fifty (50%) percent of the votes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represent at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

SECTION 5: ANNUAL MEETINGS. Regular annual meetings of the Members shall be held in the first calendar quarter of each year hereafter on a date and at an hour established by the Board.

SECTION 6: SPECIAL MEETINGS. Special meetings of the Members may be called at any time by the President, by the Board, or upon written request of sufficient Members entitled to exercise twenty-five (25%) percent of the voting power of membership.

SECTION 7: NOTICE OF MEETINGS. Written notice of each meeting of Members shall be given to each Owner at least five (5) days before such meeting. Notice shall be mailed or delivered to an Owner's Lot or a different address designated by the Owner for that purpose. The notice shall specify the place and time of the meeting and in the case of a special meeting, the purpose of the meeting.

SECTION 8: ORDER OF BUSINESS. Robert's Rules of Order shall apply to the conduct of all meetings of Members except as otherwise specifically provided in the Organizational Documents or by law. The order of business at all meetings of Members of the Association shall be as follows:

- (1) Call to order;
- (2) Proof of notice of meeting or waiver of notice;
- (3) Reading of minutes of preceding meeting;
- (4) Reports of officers;
- (5) Reports of committees;
- (6) Election of Directors;
- (7) Old Business;
- (8) New Business; and
- (9) Adjournment



SECTION 9: ACTION IN WRITING WITHOUT A MEETING. Any action that could be taken by Members at a meeting may be taken without a meeting in a writing or writings signed by the appropriate number of the Members as provided by the Organizational Documents or by law.

ARTICLE VI: BOARD OF DIRECTORS

SECTION 1: NUMBER AND QUALIFICATION. The Board of Directors shall consist of three (3) persons. The initial Directors shall be those three persons named as the Directors by the Declarant.

SECTION 2: ELECTION OF MANAGERS: VACANCIES. The Directors shall be elected at each annual meeting of Members of the Association or at a special meeting called for the purpose of electing Directors. Directors need not be Owners. At a meeting of the 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, with Members having the same number of votes as more specifically described in Article III of the Declaration. Election to the Board shall be by secret written ballot. In the event of the occurrence of any vacancy or vacancies in the Board, however caused, the remaining Directors shall, within two (2) weeks of the date that the vacancy becomes effective, call a special meeting of the Members for the purpose of electing a Director or Directors to fill said vacancy.

SECTION 3: TERM OF OFFICE: RESIGNATIONS. Each Director shall hold office until the next annual meeting of the Members of the Association and until his successor is elected, or until his earlier resignation, removal from office or death. Any Director may resign at any time by delivering his written resignation to the Secretary of the Association. Directors shall serve without compensation.

SECTION 4: ORGANIZATIONAL MEETING. Immediately after each annual meeting of Members of the Association, the Directors shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

SECTION 5: REGULAR MEETING. Regular meetings of the Directors may be held at such times and places as shall be determined by a majority of the Directors, but at least three (3) such meetings shall be held during each fiscal year.

SECTION 6: SPECIAL MEETINGS. Special meetings of the Directors may be held at any time upon call by any one (1) Director. Notice of the time and place of each meeting shall be given to each Director by personal delivery, fax or telephone at least two (2) days before the meeting. Attendance of any Directors at any meeting without protesting the lack of proper notice shall be deemed to be a waiver of notice of such meeting. Unless otherwise indicated in the notice, any business may be transacted at any organizational, regular or special meeting.

SECTION 7: QUORUM: ADJOURNMENT. A majority of the Directors then in office shall constitute a quorum. At any meeting at which a quorum is present all questions and business

shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws.

SECTION 8: ACTION IN WRITING WITHOUT MEETING. Any action that could be taken by the Directors at a meeting may be taken without a meeting in writing or writings signed by all of the Directors.

SECTION 9: REMOVAL OF DIRECTORS. At any meeting of Members of the Association any one or more of the Directors selected by the Members may be removed with or without cause by the affirmative vote of Members holding at least seventy-five (75%) percent of the votes, with having the same number of votes as more specifically described in Article III of the Declaration. A successor shall then and there be elected to fill the vacancy created.

ARTICLE VII: OFFICERS

SECTION 1: ELECTION AND DESIGNATION OF OFFICERS. The Directors shall elect a President, a Secretary and a Treasurer. The Directors may also appoint such other officers as in their judgment may be necessary.

SECTION 2: TERM OF OFFICE; VACANCIES. The officers of the Association shall hold office until the next organizational meeting of the Directors and until their successors are elected. The Directors may remove any officer at any time with or without cause by a majority vote of the Directors then in office. Any vacancy may be filled by the Directors.

SECTION 3: PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of Members of the Association and at all meetings of the Directors. The President shall have a general executive supervision of the business and affairs of the Association. He may execute all authorized deeds, contracts, and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Directors or otherwise provided for in the Declaration or in these By-Laws.

SECTION 4: SECRETARY. The Secretary shall keep the minutes of the meetings of the Members of the Association and of the Directors, keep such books as may be required by the Directors, and give notices of meetings of members and of Directors.

SECTION 5: TREASURER. The Treasurer shall receive all money, bills, notes and similar property belonging to the Association. He shall keep accurate financial accounts and hold the same open for inspection and examination by the Directors and the Members of the Association. The Treasurer shall have such authority and shall perform such other duties as may be determined by the Directors.

ARTICLE VIII: POWERS AND DUTIES OF THE ASSOCIATION

SECTION 1: POWERS. The Directors shall exercise all powers and authority not specifically and exclusively reserved to the Members. The Board, subject to such limitations provided for in the Declaration or By-Laws, shall have the right, power and authority to:



- (a) take all actions deemed necessary or desirable to comply with all requirements of law and the Organizational Documents;
- (b) obtain insurance coverage;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair, maintain and improve the Common Areas, and to borrow money to accomplish the same, on such terms and subject to such conditions as it deems necessary, including, but not limited to mortgaging all or any part of the Common Areas as collateral for any loan;
- (e) establish, enforce, levy and collect assessments as provided in the Declaration;
- (f) adopt and enforce rules and regulations governing the use of the Common Areas and the personal conduct of Owners and their tenants and guests and establish penalties for the infraction thereof;
- (g) suspend the voting rights of an Owner during any period in which the Owner is in default in the payment of any assessment or fails to observe the requirements of Article VII of the Declaration;
- (h) hire and discharge managing agents and other employees, agents and independent contractors;
- (i) make contracts and incur liabilities;
- (j) grant easements, mortgages, liens, licenses and concessions on, over or through the Common Area;
- (k) exercise all other powers that may be exercised by nonprofit corporations; and
- (l) exercise any other powers necessary and proper for the governance and operation of the Association.

SECTION 2: DUTIES. It shall be the duty of the Board to:

- (a) keep complete records and account for its acts to the Members at each annual meeting or at any special meeting when an account is requested in writing by Members;



- (b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- (c) as more fully provided in the Declaration:
 - 1. fix the amount of assessments against each Lot;
 - 2. give written notice of each assessment to every Owner; and
 - 3. foreclose the lien against any property for which assessments are not paid or bring an action at law against the Owner(s) personally obligated to pay the same, or both;
- (d) issue or cause to be issued a certificate setting forth whether or not any assessment has been paid;
- (e) procure and maintain insurance on the Property and the Association as the Directors deem advisable;
- (f) maintain the Common Areas;
- (g) enforce the restrictions created by the Declaration; and
- (h) take all other actions required to comply with law and the Organizational Documents.

ARTICLE IX: GENERAL PROVISIONS

SECTION 1: BOOKS AND RECORDS OF ASSOCIATION. The Association shall keep correct and complete books and records of its receipts and expenditures, minutes of the proceedings of the Members and Board of Directors, and records of the names and addresses of the Members. The books and records shall be open for inspection by a Member or his representative at any reasonable time during normal business hours. Upon ten (10) days' notice any Member shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing.

SECTION 2: ANNUAL AUDIT. The books of the Association shall be audited annually by the Board of Directors prior to the annual meeting.

SECTION 3: DELEGATION OF DUTIES. The Association may hire managers and provide reasonable compensation for their services as a common expense.

SECTION 4: SEVERABILITY. The invalidity of any provision of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of any other provision.



SECTION 5: CAPTIONS. The captions of the various provisions of these By-Laws are not a part of the By-Laws but are for convenience of reference only.

ARTICLE X: INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify every person who is or has been a member of the Board of Directors or officer of the Association and those persons' respective heirs, legal representatives, successors and assigns, against expenses including attorney fees, judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise, in which the person was or is a party or is threatened to be made a party because the person was a member of the Board of Directors or an officer of the Association, provided that the person: (a) acted in good faith and in a manner that the person believed to be in or not opposed to the Association's best interest; and (b) in any matter the subject of a criminal action or proceeding had no reasonable cause to believe that the questioned conduct was unlawful; provided, however, that if an action or suit by or in the right of the Association, to procure a judgment in its favor against the person because of the person's serving in this capacity, is threatened, pending or completed, no indemnification shall be made in respect of any claim, issue or matter as to which the person shall have been adjudged to be liable for negligence or misconduct in the performance of a duty to the Association unless and only to the extent that the Court of Common Pleas or the court in which this action or suit was brought shall determine upon application that in view of all the circumstances of the case the person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Unless ordered by a court, the determination of indemnification, pursuant to the foregoing criteria, shall be made: (a) by a majority vote of a quorum of the Association's Board of Directors who were not and are not parties to or threatened with any such action, suit or proceeding; or (b) if such a quorum is not obtainable, or if a majority of a quorum of disinterested Directors so direct, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association or any person to be indemnified within the past five (5) years; or (c) by the Members; or (d) by the Court of Common Pleas or the court in which such action, suit or proceeding was brought.

Such an indemnification is not exclusive of any other rights to which the person may be entitled under law, any agreement or any insurance purchased by the Association, or by vote of the Members, or otherwise.

ARTICLE XI: CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1: CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.



SECTION 2: LOANS. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3: CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4: DEPOSITS. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in approved banks, trust companies or other depositories. The Board of Directors is authorized to select such depositories as it shall deem proper for the funds of the Association. The Board of Directors shall determine who shall be authorized on the Association's behalf to sign bills, notes, receipts, acceptances, endorsements, checks, releases, contracts and other documents.

ARTICLE XII: CONSISTENCY WITH DECLARATION

If any provision of these By-Laws shall be inconsistent with the Association's Declaration, (now and as it may be amended from time to time), the Declaration (as so amended at the time) shall govern.

ARTICLE XIII: SECTION HEADINGS

The headings contained in these By-Laws are for reference purposes only and shall not be construed to be part of and/or shall not affect in any way the meaning or interpretation of these By-Laws.

ARTICLE XIV: AMENDMENTS

Any amendment of these By-Laws shall be made only by means of an amendment to the Declaration in the manner and subject to the approval, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such amendment is delivered for recording to the Recorder of Butler County, Ohio.

This instrument prepared by:

Millikin & Fitton Law Firm
A Legal Professional Association
West Chester, Ohio