

Edward M. Kochalski, Trustee

name(s) and marital or organizational status of grantor(s)

for valuable consideration paid, grant(s), with general warranty covenants to

FREEMAN ROAD DEVELOPMENT COMPANY, an Ohio General Partnership

whose tax mailing address is 106 Short Street, Gahanna, Ohio 43230

the following described real property:

Situated in the State of Ohio, County of Delaware

and Township of Genoa

Being more fully described in Exhibit A attached hereto and made a part hereof.

I hereby certify that the within named Grantor-Grantee has complied with Section 1777.02 of the Ohio Revised Code.

Kay E. Conklin, Recorder Delaware County, Ohio

By Sheryl Cozart Deputy

Tax district number and parcel number:

Street address of property:

Prior instrument reference: Volume _____ page _____ of the _____ Records of _____ County, Ohio

all rights of dower therein.

Signed this 5th day of March, 1989

Signed and acknowledged in the presence of:

William R. Winter

witness

Becky Jo Hayes

witness

Edward M. Kochalski, Trustee

Edward M. Kochalski, Trustee

STATE OF OHIO COUNTY OF Franklin DELAWARE

The foregoing instrument was acknowledged before me this 5th day of March, 1989

by Edward M. Kochalski, Trustee

Complete pursuant to ORC §147.55

Becky Jo Hayes Notary Public

BECKY JO HAYES
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPTEMBER 23, 1991

Provisions contained in any deed or other instrument for the conveyance of a dwelling which restrict the use, rental or use of the property because of race or color are invalid under federal law and are unenforceable.

MAIL (7)

This instrument prepared by: Edward M. Kochalski 7006 Broad St Col 43225 Attorney at Law.

Auditor's and Recorder's Stamps

5-13-91 For Probation Amendment Concerning This Deed, See Deed Vol 527 Page 379
3-2-90 For Probation Amendment Concerning This Deed, See Deed Vol 519 Page 761
3-2-93 For Probation Amendment Concerning This Deed, See Deed Vol 514 Page 759
8-26-94 For Amendment to Probation Concerning This Deed, See Deed Vol 517 Page 516

5.20.97 For 4th Amendment see Deeds + P/A Vol 30, Pg 34

LEGAL DESCRIPTION

Situate in the State of Ohio, County of Delaware and Township of Genoa and being described as follows:

Being Lots Numbered One Thousand Six Hundred Thirty One (1,631) through One Thousand Six Hundred Ninety Five (1,695), inclusive, together with Reserves A, B and C, and all streets and roads as shown upon the recorded plat of Blackhawk Forest Subdivision as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 23, Page 135-138, Recorder's Office, Delaware County, Ohio.



In order to establish a general plan for the use, occupancy and enjoyment of the subdivision Blackhawk Forest Subdivision, all lots shall be subject to the following restrictions which shall run with the land and inure to the benefit of all lot owners.

ARTICLE I PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. Land Use

The property shall be used solely for single family residential purposes. No portion of the property shall be used for the purpose of any business, trade or profession. Improvements constructed on the property shall be limited to single family residences and such other improvements as are appropriately appurtenant thereto. "Family" as used in this instrument shall mean one (1) or two (2) unrelated persons or two (2) or more persons related by blood, marriage or adoption residing on the premises as a single housekeeping unit and including domestic servants, if any, as distinguished from a group occupying a boarding house, lodging, motel, fraternity or sorority house. It is intended to exclude all non-residential uses and exclude any group home, multi-family apartment, double, duplex, twin single, two-family, boarding house, commune, half-way house, or other non-single family use.

Section 2. Temporary Structures/Out Buildings Prohibited

No structure of a temporary character, or trailer, basement, tent, shack, garage, barn, shed, shop or other out-building shall be used on any portion of the property for more than forty-eight (48) hours; however, this shall not prohibit the use of any temporary structures in connection with the construction of any subdivision improvements or the construction of a dwelling.

Section 3. Signs

A. Display Signs and Outdoor Advertising - Generally. No sign of any kind shall be displayed on any portion of the property except for a single sign not exceeding one-half (1/2) square foot of display surface, on a residence building, stating the name and/or address, or other identification of the occupant, without any designation of the occupation or profession of the occupant.

B. Real Estate Signs. A single sign offering real estate for sale or rent may be erected and displayed upon any lot provided that such sign shall not exceed five (5) square feet of display surface nor exceed three (3) feet in height; be located closer to the curb than twenty-five (25) feet; be illuminated; nor shall it remain more than ten (10) days after sale or rental. One sign indicating that the building is open for inspection may be displayed only on the lot being sold, and only when the agent or owner is present, and only during the time the building is available for inspection.

C. Contractor's Signs. Signs announcing the names of contractors, subcontractors and material-men participating in the construction of a building on the property shall be permitted during the actual construction provided that only one sign per lot is used which does not exceed three (3) square feet per side in display area nor is higher than three (3) feet and provided further that it shall not be placed on the lot any closer to the street than twenty-five (25) feet from the right of way.

D. Temporary Signs. Unless otherwise specifically addressed in this section, signs to be displayed for a period of not more than forty-eight (48) hours, and not to be displayed again for a period of at least one (1) month shall conform to the Township of Genoa regulations concerning temporary signs.

Section 4. Nuisances

No activity noxious or offensive which constitute a civil nuisance shall be carried on. No power mowers, power snow removal equipment or any other tools or equipment making undue noise shall be used before 8:00 A.M., or after 10:00 P.M., on any day of the week.

Section 5. Livestock and Poultry

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the property, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Animals shall not be permitted to run loose outside of the lot owner's property. Not more than two (2) mature members of a given animal genus may be maintained on the property. Any animal older than ninety (90) days is, for the purpose of these restrictions, considered as mature.

Section 6. Garbage and Rubbish Disposal

No portion of the property shall be used or maintained as a dumping ground for rubbish or other similar material, and all materials from construction shall be picked up weekly. All garbage and other similar materials shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean sanitary condition.

Section 7. Antennas

No radio, television, or other antenna shall be attached or affixed in any way to the exterior of any house or garage, any part of any fence, pole or structure, or any tree, bush, or other living thing; satellite dish receptors may not exceed two and one half (2-1/2) feet in diameter and can be placed only in back yards and must be shielded from public view and the view of adjacent lots.

Section 8. Clothes Lines and Hanging Devices

Articles such as clothes, diapers, towels, bedding, rugs, draperies, or other similar items shall not regularly be hung out in exposed view on any portion of the property to dry or air unless screened from the view of adjoining owners and the street; nor, unless similarly screened, shall there be regularly maintained any exterior clothes line or other hanging device.

Section 9. Fuel Tanks

Fuel tanks or other similar storage receptacles may be installed only within the main dwelling structure or buried underground and shall not be exposed to view.

Section 10. Other Vehicles

Snowmobiles and other off-the-road vehicles shall not be used, ridden or driven across or within the properties.

Section 11. Outdoor Fires

No outdoor fires shall be built within or upon the properties, except in outdoor grills.

Section 12. Building Plans

A. No building shall be erected unless the plans and specifications shall have the written approval of Freeman Road Development Company or its designee and shall conform to applicable zoning codes.

B. Such design shall be submitted to Freeman Road Development Company or its designee for approval which shall have the right to approve or disapprove the plans and to designate permissible facing materials for all exteriors of structures and will consider durability, form, color, and compatibility with the structure, terrain and neighborhood in determining said materials. Construction may not begin until said plans have been approved in writing by Freeman Road Development Company or its designee.

C. Each property owner shall submit a basic site landscape plan for approval by Freeman Road Development Company or its designee, which plan shall be carefully considered, taking into account the projected plans of the owner and adjoining properties and project design objectives, and such plan shall designate the minimum landscaping to be completed thereon within the ensuing six (6) months after completion of the house.

Section 13. Structure Requirements

A. The minimum enclosed livable floor area of the residence shall be not less than two thousand five hundred (2,500) square feet which shall all be above grade and shall be computed exclusive of basement, garages, porches, and attics.

B. A two car garage not less than twenty (20) feet wide, inside, with door opening totalling not less than sixteen (16) feet wide, as approved, must be integrated with or attached to all residences.

C. Exterior construction of all buildings in accordance with the plans and specifications shall be completed not later than ten (10) months after excavation has begun. Landscaping shall be completed within six (6) months after completion of the building.

D. Fences.

1. Property line fences and chain link fences are prohibited and no fence may be more than fifty (50) inches high.

2. Freeman Road Development Company or its designee must approve in writing the design and location of all fences. The design shall be neat and ornamental, and the location shall not be nearer to the street than the rear of the residence constructed upon the lot unless necessary to preserve the architectural integrity of the building designs.

E. Driveways shall be constructed and completed with the residence and shall be of attractive permanent materials as approved by Freeman Road Development Company or its designee. Gravel driveways are prohibited.

F. Excavation.

1. Excavation on any site shall be backfilled as soon as possible consistent with good construction practice and the disturbed area shall be graded. Immediately upon grading, steps shall be taken to effectively minimize erosion, either through sodding, seeding, strawing, placement of straw bales or other approved method. Erosion and its effects are the responsibility of the Owner and Builder, not Freeman Road Development Company.

2. Freeman Road Development Company and its designee may establish grades, slopes and swales on the lots and fix the grade at which any dwelling shall be erected or placed, so that the same may conform to a general plan subject also, however, to local building code restrictions.

Section 14. Builder Approval

To assure the over-all quality to owners and fidelity to the community architectural theme of Blackhawk Forest Subdivision, its quality and integrity of detail and construction, no person may undertake construction or preparation for construction of a residence on any lot unless such person be first designated in writing by Freeman Road Development Company or its designee as an "approved builder".

Section 15. Lot Maintenance

A. No portion of the lots shall be used for any purpose other than that of a lawn or landscaped area. Nothing herein contained, however, shall be construed as preventing the use of the premises for walks and drives, the planting of trees or shrubbery, the growing of flowers or ornamental plants, for the purpose of beautifying said premises or the construction of outdoor toys such as swing sets and the like provided, however, that such toys are painted either dark brown or dark green. No vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown in front of the rear line of the house and must be screened from the view of the street or adjoining lot owners. No weeds or other unsightly growth shall be permitted to grow or remain anywhere upon the lot, and no unsightly objects shall be placed or allowed to remain anywhere thereon.

B. It shall be the duty of the property owner to keep the property including lawns, shrubbery, and trees in a neat and well-maintained condition. Such duty for lawn and landscape maintenance shall extend to the edge of pavement and include the shoulder area between the edge of the pavement and the property line. Each lot owner shall be responsible for cleaning and maintaining any open storm water swale crossing the lot.

C. All grassed portions of vacant lots will be mowed at least once per month from April through October, unless grass is less than four (4) inches in height.

D. No modification of the natural characteristics of the herein described properties shall be made without express written approval of Freeman Road Development Company or its designee, including the following modifications which are set forth here by way of illustration and not by limitation: resculpting or modifying the terrain; cutting shrubs or evergreens; cutting any tree measuring three (3) inches in diameter or larger measuring at a point two (2) feet above ground level; cutting clumps of trees which enhance the wooded character of the community.

Section 16. Parking

Overnight parking on the paved portion of the street is prohibited and parking on the grass shoulder is prohibited at all times. Recreational vehicles or boats cannot be parked anywhere in the subdivision for a period in excess of forty-eight (48) hours in any seven (7) day period unless stored in garages.

Section 17. Utilities

Freeman Road Development Company or its designees reserve the right to grant easements for the construction and operation of electric light, telephone lines, gas piping, storm water sewers, sanitary sewers, and water lines in and upon the property within the platted utility easement areas until such services are granted to all properties in Blackhawk Forest Subdivision.

ARTICLE II HOME OWNERS ASSOCIATION

Section 1. Membership and Voting

Every lot owner except the owner of Lots One Thousand Six Hundred Ninety Six (1,696) and One Thousand Six Hundred Ninety Seven (1,697) shall be a member of the Blackhawk Forest Subdivision Home Owners Association. The Association shall meet once a year to elect a president, vice president and secretary. Every lot shall be entitled to one vote in the affairs of the Association. Persons having the power to convey fee simple in a given lot shall constitute a unit having one vote. The vote of any lot may not be split.

Section 2. Responsibilities

A. The Association shall be responsible for maintenance of the road right of way between the edge of road pavement and the property line of any lot in the event that the lot owner has failed to maintain it as required by Article I, Section 15, Paragraph B and for maintenance of the drainage easement over lot One Thousand Six Hundred Fifty Two (1652), the green area in Reserve C including the detention pond, the green area in Reserve A including the storm water drainage channel, the green area in Reserve B and shall be responsible for maintenance of the islands of land surrounded by the streets. Maintenance of land between the edge of pavement and the property line shall be limited to cutting grass, removing dead trees and cleaning drainage swales, if any. The manner of maintaining other areas shall be decided by the Association.

Section 3. Assessments

A. General Assessments The Association is empowered to levy a general assessment to be apportioned equally among the lots for general maintenance of the land islands, storm water drainage easements, the detention pond, and the green areas as previously described. Such assessment may be proposed at any regular meeting of the Association. Notice of such proposed assessment shall be given to each lot owner by mailing, certified mail, return receipt requested, or its equivalent to the residence upon the lot, or if none, then by mailing by certified mail, return receipt requested, or its equivalent, to the owner at the address for tax mailing as maintained by the County Treasurer. Notice of the proposed assessment shall contain a statement that an amount certain shall, if enacted, be levied against each lot and that a meeting to vote upon same will be held on a date certain at a place certain between thirty (30) and sixty (60) days after the meeting which formulated the proposed assessment.

B. Specific Assessments The Association is empowered to levy a specific assessment against any lot for the Association's cost of maintaining the land between the curb and the property line as previously described should the owner of the lot fail to do so as required in Article I, Section 15, Paragraph B. The manner of giving Notice and its content shall be as set forth in the above paragraph. A two-thirds (2/3) majority vote of the lots represented at the meeting proposing and imposing the assessments will be needed to impose such an assessment.

Section 4. Lien

Either type of assessment shall constitute a lien upon the real estate encumbered by the assessment only when a statement of same is filed in the Delaware County Recorder's Office and indexed under to the name(s) of the lot owner(s) who, as of the date the assessment was enacted, owned the lots encumbered by the assessment. The Statement of Lien shall be made by either the president, vice president, or secretary of the Association; it may be released by an instrument similarly executed and recorded.

ARTICLE III GENERAL PROVISIONS

Section 1. Violation of Covenants

Any person or persons owning any real property situated in Blackhawk Forest Subdivision, or the Blackhawk Forest Subdivision Homeowners Association, or Freeman Road Development Company or its designee may prosecute any proceedings in law or in equity against the person or persons violating or attempting to violate any of the covenants herein. Failure by any party to enforce any covenant, restriction, or agreement herein contained shall in no event be deemed a waiver of the right to take such action for the violation or for any further violation. Freeman Road Development Company or its designee is not obligated to enforce these restrictions. Violation of any of the restrictions shall give Freeman Road Development Company or its designee, the right but not the obligation, to enter onto property upon which such violation exists and to abate summarily, at the expense of its owner, any thing or condition that may exist there in violation of these restrictions, and Freeman Road Development Company or its designee shall not thereby be deemed guilty of trespass for such entry and abatement.

Section 2. Term of Covenants and Restrictions

The herein enumerated restrictions, rights, reservations, limitations, agreements, covenants and conditions shall be deemed as covenants and shall run with the land and bind all lot owners, their successors, and their heirs, executor, administrator and assigns for a period of forty (40) years from the date of filing of these restrictions with the Delaware County Recorder and shall be automatically extended for successive periods of ten (10) years unless amended or repealed by a vote of two-thirds (2/3) of the then lot owners.

Section 3. Amendments The restrictions may be amended in accordance with the following procedure.

A. Any lot owner may propose an amendment at any meeting of the home owner's association for consideration at the next meeting of the association which shall be held no sooner than 21 days later.

B. At the second meeting, the amendment shall be voted upon and for passage shall require the affirmative vote of two thirds of the lots represented at the meeting. Each lot shall be entitled to one vote; no votes may be split.

C. Until such time as fifty percent of the lots in the subdivision are owned by parties other than Freeman Road Development Company or its successors or assigns, any amendment to the restrictions shall also require the consent of the company.

D. Any amendment shall be evidenced in the form of a resolution of the association, signed by the Secretary, recorded with the Delaware County Recorder and cross indexed to these restrictions before said amendment shall be effective.

Section 4. Designee Defined

A. The word "designee" as used in the foregoing restrictions shall mean any person, committee, firm or corporation expressly designated and nominated by Freeman Road Development Company, to act for it, or any successor of Freeman Road Development Company which becomes such either by voluntary transfer and conveyance, or by operation of law.

B. After two-thirds (2/3) of the lots are sold, Freeman Road Development Company automatically appoints Blackhawk Forest Subdivision Homeowners Association as its designee for purposes of approving lot maintenance as described in Section 15 Items A, B, and C, but not D.

C. After completion of construction of the last home, Freeman Road Development Company automatically appoints Blackhawk Forest Subdivision Homeowners Association as its designee for the purpose of approving all items previously reserved to Freeman Road Development Company or its designee, including but not limited to building plans (Article I, Section 12), fences (Article I, Section 13D(2)), structural requirements for driveways and excavation (Article I, Section 13, E and F), lot maintenance (Article I, Section 15D), and utility granting (Article I, Section 17), but not including builder selection (Article I, Section 14) which shall be left to each lot owner, nor the right to enter to abate nuisance (Article III, Section 1) which shall terminate.

Section 5. Paragraph Heading

The paragraph headings are intended for convenience only and are not intended to be a part of these restrictions or in any way to define, limit, describe the scope or intent of the particular section to which they refer.

Section 6. Effect of Invalidation

If any provision of these restrictions is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

Section 7. Approvals

Any approvals required under these restrictions shall be deemed granted if not disapproved within six (6) months after submission of a written request for approval to Freeman Road Development Company or its designee.

AMENDMENT TO RESTRICTIONS

At a meeting of the Blackhawk Forest Homeowners Association, Inc., properly called and a quorum being present, the following resolution was adopted in accordance with Article III, Section 3. Amendments, of the subdivision restrictions recorded in Deed Book 522 page 220 of the Delaware County Recorder's Office:

Resolved that Paragraph A of Section 13. Structure Requirements, is amended by deleting this paragraph in full and substituting the following therefore:

A. The minimum enclosed livable floor area of each residence on all Lots shall be not less than two thousand five hundred (2,500) square feet which shall all be above grade and shall be computed exclusive of basement, garages, porches, and attics; provided, however, that the minimum enclosed livable floor area, computed as aforesaid, shall be not less than two thousand (2,000) square feet for a ranch style residence and two thousand two hundred (2,200) square feet for a story and a half style or two story residence for Lots One Thousand Six Hundred Thirty One (1,631) through One Thousand Six Hundred Sixty One (1,661) inclusive, together with Lots One Thousand Six Hundred Sixty Seven (1,667), One Thousand Six Hundred Eighty Nine (1,689), One Thousand Six Hundred Ninety (1,690), One Thousand Six Hundred Ninety One (1,691), One Thousand Six Hundred Ninety Two (1,692), One Thousand Six Hundred Ninety Three (1,693), One Thousand Six Hundred Ninety Four (1,694) and One Thousand Six Hundred Ninety Five (1,695).

The undersigned, being the Secretary of the Blackhawk Forest Homeowners Association, Inc., certifies that this is a true copy of the original amendment as maintained in the record book of the Association and hereby requests that the Recorder of Delaware County accept the same for filing and cross referencing to the Restrictions identified above.

Thomas P. Young
Deborah K. Speak

George E. Parker, Jr.
George E. Parker, Jr.
Association Secretary

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this 29th day of April, 1991, by Blackhawk Forest Homeowners' Association, Inc. by George E. Parker, Jr. Its Secretary

Deborah K. Speak
Notary Public

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Deborah K. Speak
Notary Public, State of Ohio
My Commission Expires September 8, 1991
NOTARIAL SEAL
STATE OF OHIO
VOL 534 PAGE 377

Salama 43930
Suite 205
106 West St
Newark, Colorado

MAIL (3)

DELAWARE COUNTY, OHIO	
FILED FOR RECORD	MAY 13 1991
12:42	O'CLOCK P M
RECORDED	May 17 1991
Deed	RECORD.
VOL 534	PAGE 377
Kay C. Conklin	
COUNTY RECORDER	
FEE \$	11.00

15166

142)
Blackhawk Forest
Homeowners Assn

re: deed vol 522 page 220

Restrictions (1) recorded

Provisions contained in any deed or other instrument for the conveyance of a dwelling which restrict the sale, rental or use of the property because of race or color are invalid under federal law and are unenforceable.

SECOND AMENDMENT TO RESTRICTIONS
BLACKHAWK FOREST SUBDIVISION

At a meeting of the Blackhawk Forest Homeowners Association, Inc., properly called and a quorum being present, the following resolution was adopted in accordance with Article III, Section 3, Amendments, of the subdivision restrictions recorded in Deed Book 522, Page 220 of the Delaware County Recorder's Office, as amended in Deed Book 534, Page 377 of the Delaware County Recorder's Office:

See Exhibit A.

The undersigned, being the Secretary of the Blackhawk Forest Homeowners Association, Inc., certifies that this is a true copy of the original amendment as maintained in the record book of the Association and hereby requests that the Recorder of Delaware County accept the same for filing and cross referencing to the Restrictions identified above.

The undersigned, being the Secretary of the Blackhawk Forest Homeowners Association, Inc., certifies that a copy of the First Amendment To Restrictions, as recorded in Deed Book Volume 534, Page 377, represent the first amendment to the restrictions and requests that a cross-reference from volume 534, page 377 be made to Deed Book 522, Page 220.

Witnessed By:

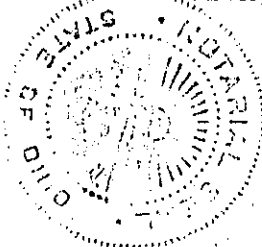
Edward M Kochalski
Edward M Kochalski
Eileen S. Grostic
EILEEN S. GROSTIC

BLACKHAWK FOREST HOMEOWNERS
ASSOCIATION, INC.

By George E. Parker, Jr.
George E. Parker, Jr.
Association Secretary

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this 25th day of February, 1993, by Blackhawk Forest Homeowners Association, Inc. by George E. Parker, Jr., its Secretary.



Edward M Kochalski
Notary Public

DELAWARE COUNTY, OHIO	
FILED FOR RECORD	MAR 2 1993
1:30	O'CLOCK P.M.
RECORDED	March 10 1993
Agmts + PA	RECORDED
VOL. 33	PAGE 759
Ray E. Conklin	
COUNTY RECORDER	
FEE \$ 11.00	Sc

3438 ENV ⑧ MAIL
Edward Kochalski
106 Short St
Suite 205
Galanna 43230

D:\gp\fr\bh\hoa.inc\amend.res

VOL 0023 PAGE 759

5.20.97 For 4th Amendment see Registry - PA Vol 30, pg 34.

BLACKHAWK FOREST
SUBDIVISION RESTRICTIONS

Resolved:

Article I, Section 1, Land Use is amended by deleting the second sentence to wit:

"No portion of the property shall be used for the purpose of any business, trade or profession."

and substituting the following, to wit:

"No portion of the property shall be used for the purpose of any business, trade or profession, except that a professional office may be maintained in the home, excluding the garage, by a resident of the home provided that business visitors exceeding ten (10) per seven day period shall be prohibited and provided further that commercial vehicles of any kind cannot be parked outside the garage and provided further that no evidence of the business shall be visible from the outside of the home and finally provided that any sign be in accordance with Article I, Section 3."

Further Resolved:

Article I, Section 3 . Signs is amended by deleting the last two lines of Paragraph A to wit:

"without any designation of the occupation or profession of the occupant."

and substituting the following, to wit:

"provided however that one additional, non-illuminated sign not exceeding the size limitations set forth above may be placed on the building residence adjacent to a secondary door no higher than six (6) feet above the door threshold stating the profession of the occupant."

At a meeting of the Blackhawk Forest Homeowners Association, Inc., properly called and a quorum being present, the following resolution was adopted in accordance with Article III, Section 3. Amendments, of the subdivision restrictions recorded in Deed Book 522 page 220 of the Delaware County Recorder's Office:

Resolved that the amendment to the restrictions dated the 29th day of April 1991 be modified to reflect the following square footage requirements. Said modification shall apply only to homes for which plans are submitted on or after October 25, 1993.

AREA I shall consist of lots 1631 through 1633 and lots 1694 and 1695 (1-3,56,66). The requirements minimum in this area shall be 2200 sq. ft. for a ranch style and 2300 sq. ft. for all other styles.

AREA II shall consist of lots 1634 through 1656 (4-27). The minimum requirements in this area shall be 2200 sq. ft. for a ranch style and 2400 sq. ft. for all other styles.

AREA III shall consist of lots 1657 through 1660 (28-31). The minimum requirements in this area shall be 2200 sq. ft. for a ranch style and 2300 sq. ft. for all other styles.

AREA IV shall consist of lots 1661 through 1693 (32-55,57-65). The requirements in this area shall be 2500 sq. ft. minimum for all homes.

It is further resolved that the square footage requirement shall not be modified in the future except by the unanimous vote of all owners.

The undersigned, being the Secretary of the Blackhawk Forest Homeowners Association, Inc., certifies that this is a true copy of the original amendment as maintained in the record book of the association and hereby requests that the recorder of Delaware County accept the same for filing and cross referencing to the restrictions identified above.

Leslie M. Boggs
Witness

Cathy Workman
Witness

STATE OF OHIO
COUNTY OF DELAWARE

18073

Wendy S. Edwards
Secretary

DELAWARE COUNTY, OHIO	
FILED FOR RECORD	AUG 26 1994 1:55 P.M.
RECORDED	Aug 30 94 Deed
VOL. 577	PAGE 576
FEE \$ 16.00	
<i>Kay E. Cobble</i> COUNTY RECORDER	

The foregoing instrument was acknowledged before me this 12th day of April 1994, by by Blackhawk Forest Homeowners Association, Inc., by Wendy S Edwards Its Secretary.

LESLIE M. BOGGS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JAN. 27, 1997

Leslie M. Boggs
Notary

Provisions contained in any deed or other instrument for the conveyance of a dwelling which restrict the sale, rental or use of the property because of race or color are invalid under federal law and are unenforceable.

Blackhawk Forest Homeowners Assn
6591 Blackhawk Circle
Westerville, Ohio 43081

FOURTH AMENDMENT TO RESTRICTIONS OF BLACKHAWK FOREST SUBDIVISION

M.B. Operating Co., Inc., an Ohio Corporation, pursuant to Article III, Section 4, Paragraph (C) of the restrictions filed in Deed Volume 522, Page 220, hereby appoints Blackhawk Forest Subdivision Homeowners Association as it's designee, for approving all items previously reserved to Freeman Road Development Company and subsequently assigned to M.B. Operating Co., Inc., in Agreements and Power of Attorney, Volume 23, Page 759, Delaware County Records.

It is further acknowledged and agreed that whereas Lots 49, 47 and 39 remain undeveloped; and whereas pursuant to Article I, Section 14 of the Deed Restrictions, said lots still require builder selection approval; it is therefore acknowledged that, Article I, Section 14, shall not terminate as to said lots and rights of builder approval is hereby assigned and conveyed by M.B. Operating Co., Inc., to Blackhawk Forest Subdivision Homeowners Association.

Dated this 22nd day of April, 1997.

M.B. Operating Co., Inc.

DELAWARE COUNTY, OHIO	
FILED FOR RECORD	MAY 20 1997
12:34	O'CLOCK P.M.
RECORDED DATE	May 23, 1997
Qanda + P/A	RECORD.
VOL 0 30	PAGE 34
Kay E. Conklin	
COUNTY RECORDER	
FEE \$ 18.00	

& NOTATIONS

Norm J. Ardison

By:

Chris Figge
Chris Figge, WA

Elaine A. Hurbs

Its:

apad

Beckman

STATE OF OHIO
COUNTY OF Franklin, ss:

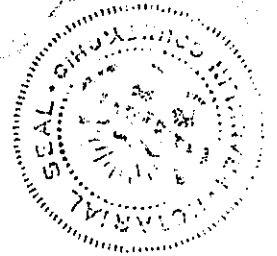
Before me, a Notary Public in and for said county and state, personally appeared the above named Chris Fige, known to me to be the party described herein and who executed the foregoing instrument and acknowledged that he executed the same on his own free act and deed, for the use and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 22nd day of April, 1997.

Norm J. Arden
Notary Public

My commission expires
10/22/98

This instrument was prepared by Firestone & Whitney, 15 West Winter Street,
Delaware, Ohio 43015. (614) 363-1213.



5th Amendment to Restrictions

At the meeting of the Blackhawk Forest Homeowners Association Inc. June 14, 2001, the following resolution was adopted in accordance with Article III, Section 3 of the subdivision restrictions recorded in the Deed book 522, page 220 of Delaware County Recorder's Office:

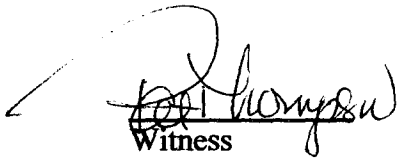
Resolved that the amendment to Bylaws 5, Paragraph c, "Regular Meetings", is amended by deleting this paragraph in full and substituting the following:

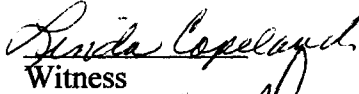
"The board of trustees shall meet regularly but no less frequently than every three months, at a time and place it shall select."

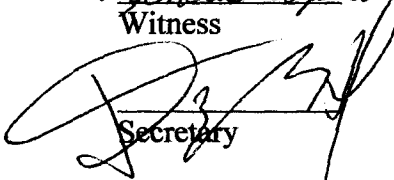
The undersigned being the Secretary of the Blackhawk Forest Homeowners Association Inc., certifies that this is a true copy of the original amendment as maintained in the record book of the association and hereby requests that the Recorder of Delaware County accept the same for filing and cross referencing to the restriction identified above.

200700013744
DOUG KRINSKY
5405 BLACKHAWK FOREST DR
WESTERVILLE OH 43082

200700013744
Filed for Record in
DELAWARE COUNTY, OHIO
ANDREW D BRENNER
05-01-2007 At 02:31 pm.
DECLAR AMEN 32.00
DR Book 781 Page 817 - 817

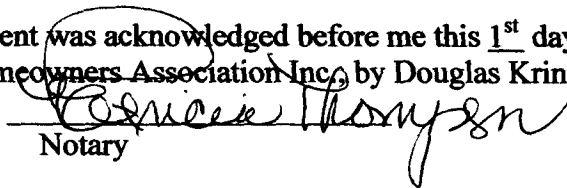

Witness


Witness


Secretary

STATE OF OHIO
COUNTY OF DELAWARE

The foregoing instrument was acknowledged before me this 1st day of May, 2007 by Blackhawk Forest Homeowners Association Inc, by Douglas Krinsky Its Secretary.


Notary



PATRICIA THOMPSON
Notary Public, State of Ohio
My Commission Expires 09-02-08



Doc ID: 010064960008 Type: OFF
 Kind: BYLAWS
 Recorded: 08/27/2013 at 11:23:11 AM
 Fee Amt: \$72.00 Page 1 of 8
 Workflow# 0000061150-0001
 Delaware County, OH
 Melissa Jordan County Recorder
 File# 2013-00032992

AMENDMENT TO RESTRICTIONS

BK **1243** PG **1788-1795**


At a meeting of the Blackhawk Forest Homeowners Association, Inc., properly called and a quorum being present, the following resolution was adopted in accordance with Article III, Section 3. Amendments, of the subdivision restrictions recorded in Deed Book 522 page 220 of the Delaware County Recorder's Office:

Resolved that Article II, Homeowners Association is amended by striking and replacing in full with Exhibit B.

The undersigned, being the secretary of the Blackhawk Forest Homeowners Association, Inc., certifies that this is a true copy of the original amendment as maintained in the record book of the Association and hereby requests that the Recorder of Delaware County accept the same for filing and cross referencing to the Restrictions identified above.

Witnessed by:

BLACKHAWK FOREST HOMEOWNERS ASSOCIATION, INC.


 Dorothy Driskell, Association President

By Barbara D. Ramsey
 Barbara D. Ramsey, Association Secretary


 Peter Schnorf, Association Treasurer

BLACKHAWK FOREST HOA
 6533 BLACKHAWK CIRCLE
 WESTERVILLE, OH 43082

State of Ohio
 County of Delaware
 Signed before me August 26, 2013
 Notary Public: Mary E. Roesche
 My Commission Expires September 15, 2014

EXHIBIT B

Article II. Blackhawk Forest Homeowners Association Bylaws

Section I. Definition

- A. The name of the Association shall be "Blackhawk Forest Homeowners Association" (herein after referred to as "Association.") which is located in the County of Delaware, Township of Genoa, and State of Ohio. The Association is a corporation for non-profit as recognized by the State of Ohio.
- B. **Goals and Purposes**
The Covenants, easements, conditions and Restrictions contained in this document further the following purposes which promote the health, safety and welfare of all owners and occupants of property in the community. The Board serves to:
- a. Manage the ownership, administration, preservation, beautification and maintenance of the Association's common elements and all associated improvements;
 - b. Administer and enforce the provisions of the Governing Documents and Restrictions of the Association;
 - c. Assure compliance with all zoning and similar governmental regulations applicable to the Association's common elements;
 - d. Provide for the mandatory membership of Lot Owners in the Association, and the assessment for and collection of funds to fulfill the stated objectives.

Blackhawk Forest Homeowners Association, Inc. has not been formed for the making of any profit or personal financial gain. The assets and income of the organization shall not be distributable to, or benefit the trustees, directors, or officers or other individuals. The assets and income shall only be used to promote corporate purposes as described in this document. The organization shall not participate in any political campaign in any manner.

Section II. The Association

- A. **Membership**
- a. Every lot owner except the owner of Lots One Thousand Six Hundred Ninety Six (1696) and One Thousand Six Hundred Ninety Seven (1697) shall be a member of the Blackhawk Forest Homeowners Association. In constructing the provisions of these Bylaws, beneficial owners are the fee simple owner(s) of any lot. In the event the lot ownership is held by more than one person, such interest shall have only one membership in the Association with respect to that lot.
 - b. Membership in this Association will terminate only upon such member's ceasing to be a beneficial owner of a lot in Blackhawk Forest.
 - c. Membership rights and responsibilities include a commitment by the members to comply with and be bound by the Bylaws and Covenants of the Association and amendments thereto, and the policies, rules and regulations at any time adopted by the Association.
 - d. A member is considered in good standing if assessments and penalty payments are current.
- B. **Member Rights**
- a. **Voting Rights.** Each member in good standing is entitled to vote at general meetings. A member has one vote per lot of which he or she is a beneficial owner. Where two or more owners own a lot, only one vote is allowed per lot.
 - b. **Assignment of Rights.** A beneficial owner who is a member of the Association may assign or rescind his or her membership rights to the tenant residing in his or her property. Written notice of such assignment or revocation must be filed with the secretary of the Association.
 - c. **Special Meeting of Members.** Members have the right to petition a special meeting. A petition by at least ten percent (10%) of the members having voting rights is necessary to call a special meeting. A special meeting with the Board will be held as soon as possible but must be held within thirty (30) days from the date of the submission of the petition.
 - d. **Membership Rights.** A member loses all voting and membership rights when payments for dues are in default 90 days from the due date of the invoice. When all dues and assessments are paid in full all rights of membership are restored.

- C. Examination of Records. Unless otherwise prohibited, any owner may examine and copy the books, records and minutes of the Homeowners Association within reasonable standards. Unless approved by the Board of Trustees, an owner may not examine or copy any of the following from books, records or minutes:
- a. Information pertaining to property-related personnel matters
 - b. Communications with legal counsel or resulting written documents pertaining to potential, threatened or pending litigation, or other property-related matters
 - c. Information that relates to the enforcement of the Declaration, Bylaws, Covenants or Rules of the Homeowners Association against other owners
 - d. Information for which disclosure is prohibited by state or federal law.
- D. Powers, Authority and Duties
- a. The Association shall have all the rights, powers, and duties established, invested, or imposed in it pursuant to these Bylaws and the laws of the State of Ohio applicable with respect to Ohio non-profit corporations. The Association, through its Board of Trustees, shall have the power to own, and/or hold easements with respect to, and maintain Common Elements, enforce and administer the Bylaws, Rules, Restrictions and Covenants applicable to the community, levy and collect assessments, collect and maintain reserves for replacements or anticipated expenditures, enter into contracts, and take such other actions as it deems appropriate to its purposes.
 - b. The Association may make and enforce reasonable Rules governing the use, operation and/or maintenance of the property as a part of the community, which shall be consistent with the other provisions of the Bylaws and Covenants. The Association shall have the power to impose sanctions on members and owners without limitation:
 1. Impose reasonable monetary administrative charges which shall be considered individual lot assessments
 2. Suspend the right to vote as a member of the Association
 3. Maintain the power to seek relief in any court for violations or to abate violations of the provisions of the governing documents. If the board expends funds for attorney's fees or litigation expenses in connection with enforcing any provision of the governing documents, the amount so expended shall be due and payable by the owner of the lot whose owner, occupants, licensee or invitee violated the provisions of the governing documents, and the same shall be an individual lot assessment against the owner's lot.
- E. Responsibilities.
- The Association shall be responsible for maintenance of the road right of way between the edge of road pavement and the property line of any lot in the event that the lot owner has failed to maintain it as required by Article I, Section 15, Paragraph B and for maintenance of the drainage easement over lot One Thousand Six Hundred Fifty Two (1652), the green area in Reserve C including the detention pond, the green area in Reserve A including the storm water drainage channel, the green area in Reserve B and shall be responsible for maintenance of the islands of land surrounded by the streets. Maintenance of land between the edge of pavement and the property line shall be limited to cutting grass, removing dead trees and cleaning drainage swales, if any. The manner of maintaining other areas shall be decided by the Association.
- F. Express and Implied Powers. The Association shall exercise all of the expressed powers granted by Chapter 5312 of the Ohio Revised Code and may exercise all powers implied therein.
- G. Insurance.
- a. Liability. The Association shall obtain and maintain a commercial general liability policy of insurance covering all of the common elements insuring the Association, the Directors and its Members, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) \$1,000,000, for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of any member because of negligent acts of the Association, the board or other members, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connections with the use of the common elements and other legal liability, including liability under contractual indemnity clauses and liability arising out of lawsuits related to any employment contracts of the Association. Each such policy must provide that it may not be canceled or substantially modified by any party, without at least a (30) day prior written notice to the Association and eligible holders of first mortgage liens on a lot or lots.
 - b. Directors and Officers. The Association may obtain and maintain the Officers' and Directors' liability insurance.
- H. Managing Agent
- Should there be insufficient member participation to fulfill the obligations of the Association Board, the Board may retain and employ on behalf of the Association a Manager, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manger shall be a Common Expense. The term of any management agreement

shall not exceed one year and shall allow for termination by either party, without cause, and without penalty, upon no more than ninety (90) days prior written notice.

I. Board of Trustees

- a. Qualification and Election of Trustees. All Trustees are members in good standing of the Association and are elected by the members of the Association at the annual meeting. Board positions are limited to one per household. Treasurer must confirm that the candidate is a member in good standing prior to the election.
- b. Quorum. The presence of a majority of the Board of Trustees determines a quorum.
- c. Number. The number of trustees must be at least 5 and no more than 10, including elected officers.
- d. Attendance. Board positions shall be declared vacant after two (2) unexcused absences per year. Twenty four hour notice prior to the scheduled meeting is required to avoid an unexcused absence.
- e. Removal. The Board of Trustees is empowered to remove any officer or trustee for issues of absenteeism, dishonesty, failure to fulfill the needs of the position, or any reason found to be in conflict with the purposes of the Association.
- f. Indemnification. Any trustee or officer who is involved in litigation by reason of his or her position as a trustee or officer of this corporation shall be indemnified and held harmless by the corporation to the fullest extent authorized by law as it now exists or may subsequently be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights).
- g. Vacancies. Vacant Board positions will be filled by appointment by the Board with a qualified member. Any vacancies filled by the Board will serve to complete the unexpired term.
- h. Term of Service. The term of service for all trustees is three (3) years. Staggered terms commence with a Trustee term expiring after the first year. The Secretary shall maintain a record of term expiration dates.

J. Board of Trustee Meetings.

- a. Annual Meeting. The board adopts and amends an estimated budget for revenues and expenditures at the annual meeting and determines the amount of the annual assessment. The budget shall include reserves in an amount to adequately repair and replace major capital items in the normal course of operations without the necessity of special assessments, unless the owners, exercising not less than a majority of the voting power of the Homeowners Association, waive the reserve requirement annually.
- b. Regular Meetings. The Board of Trustees meets regularly but no less frequently than every three (3) months, at a time and place it selects. Notice of scheduled meetings will be provided to all homeowners. Homeowners are encouraged to attend and provide input to the Board discussions, but they may not participate in Board processes (i.e. motions) or votes.
- c. Executive Session. The Board reserves the right to adjourn to executive session for discussion of issues of a confidential nature. Minutes will be maintained but remain confidential.
- d. Special meetings. A special meeting of the Board of Trustees may be called by or at the request of the President or any two (2) trustees. The meeting will be held as soon as possible but within at least thirty (30) days from the time of request.
- e. Electronic Meetings. The board may hold a meeting by any method of communication, including electronic or telephonic communication, provided that each member of the board can hear or read in real time and participate and respond to every other member of the board.
- f. Special Action. In lieu of conducting a meeting, the board may take an action with the unanimous written consent of the members of the board. Any written consent shall be filed with the minutes of the meetings of the board.

K. Officers

- a. The officers consist of President, Vice-President, Treasurer and Secretary.
- b. Qualification and Election of Officers. Officers are elected by the Board of Trustees at the annual meeting. Each officer serves a term of one year.
- c. Duties of Officers
 1. President. The President prepares and distributes an agenda for the general membership. The President presides at all meetings of the Association and the Board of Trustees at which he/she is present, exercises general supervision of the affairs and activities of the Association, and may serve as a member ex officio of all standing committees. The President serves as the main point of contact for homeowners with issues and concerns.
 2. Vice-President. The Vice-President assumes the duties of the President during the President's absence. The Vice-President serves as the liaison between the Board and all service contractors. The Vice-President is the point of contact for submission of all architectural and lot improvements for the review process.
 3. Treasurer. The Treasurer maintains a post office box for the receipt of all Association funds and mail. The Treasurer keeps Association funds in a bank or other savings institution approved by the Board of Trustees. The treasurer maintains correct and complete books and records of account that specify the receipts and expenditures relating to the common elements and other common receipts and expenses as well as records showing the collection of common expenses from the owners. The Treasurer pays approved debts, distributes

- semi-annual dues statements to the membership and submits account communications following board procedures. The Treasurer completes an annual budget, monthly financial reports and status reports of outstanding assessments for the Board's review.
4. **Secretary.** The Secretary records accurate minutes of all of the meetings of the Association and of the Board of Trustees and maintains these as the official record of the Association. The Secretary, at the direction of the President, distributes the agenda and reports, allowing adequate notice for the membership to review. The Secretary is the custodian of all Association records. The secretary maintains records of the current names and addresses of the owners.
 - d. **Audit.** An audit of the Treasurer's records will be performed annually by two members at the direction of the President. A written statement must be presented to the Board at the next scheduled meeting after the audit is performed.
 - e. **Waiver of dues.** The annual membership dues are waived for the President, Vice-President, Treasurer and Secretary in lieu of satisfactory performance of their duties.
 - f. **Vacancies.** A vacancy of any officer position may be filled by any Association member in good standing appointed by the Board of Trustees to serve the remainder of the term.
- L. **Elections and Voting**
- a. **General Meeting Elections**
 1. The general meeting of the membership occurs at the first meeting of the calendar year. Trustees are elected by the members present at this meeting. Nominations for Trustee are collected and distributed to the membership at least one month prior to the general meeting or as time allows.
 2. Election will be by secret written ballot.
 - b. **Special Elections**
 1. Special elections may be held as a result of a special meeting, appropriations request or special assessment request.
 2. Elections may be held by a method chosen by the board. Possible ballots include email balloting, ballots using the US Mail, drop box ballots and public meeting elections.
 3. These principles will be maintained regardless of ballot type:
 - a) Lot number verification
 - b) Anonymity of member
 - c) Restriction to one vote per household
 4. The determination of passage will be a majority of votes cast. Bylaw amendments require two-thirds majority of votes cast for passage.
 - c. **The board of directors of an owners association shall comply with all applicable state and federal laws concerning prohibitions against discrimination on the basis of race, color, religion, sex, military status, national origin, disability, age, or ancestry, including, but not limited to, Chapter 4112 of the Revised Code. No private right of action additional to those conferred by the applicable state and federal anti-discrimination laws is conferred on any aggrieved individual by the preceding sentence.**

Section III. Assessments

- A. **General Information.**
The Lot Owner, by acceptance of a deed to a lot covenant, agrees to pay to common expense assessments, special assessments and individual lot assessments, all of which are to be established and collected. No owner may gain exemption from liability for any assessment by abandoning the owner's lot.
- B. **Common Expense Assessments.**
- a. **Determination and Usage.** The Board shall establish, levy and collect annual operating assessments against each lot and its owners subject to the same, an equal pro rata share of such costs.
 - b. The common expense assessment shall be determined by the Board of Trustees based upon the annual budget adopted at the General Meeting.
 - c. The funds from common expense assessments (i.e. "dues") shall provide for:
 1. The cost of the maintenance, repair, replacement, and other services to be provided by the Association;
 2. The costs for insurance and bond premiums to be provided and paid for by the Association;
 3. The cost of utility services, if any, charged to or otherwise properly payable by the Association;
 4. The costs for construction of new, capital improvements on Common Elements
 5. The estimated amount required to be collected to maintain a general operation reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board.
 6. The costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, landscaping, mowing, planting, lighting, pavement maintenance, snow and ice removal, and mitigation fees, fees for legal and accounting services, costs of mailing, postage, supplies and material

for the operation of the Association and other costs to perform these services, as well as any other costs of operations of the Association not otherwise excluded.

- d. The Board of Trustees shall charge interest on any past due assessment or installment at the rate the Board establishes, not to exceed any maximum permitted by law. The current interest on any past due assessment will be 10% on the outstanding assessment amount for each semi-annual billing cycle.
- e. The annual dues are billed in equal semi-annual installments and are payable semi-annually or annually in full.
- f. Late Payments. Should a homeowner fail to pay their common expense assessments by the due date, the Board will send a reminder notice. The reminder will assess interest and will explain the action the Board may take should payment not be made in full. The reminder shall be sent regular mail.

C. Special Assessments.

The Board may levy against all Lots subject to Common Expense Assessments, and their Owners, Special Assessments to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of reserves, unanticipated operating deficiencies or any other purpose determined appropriate by the Board. Those Special Assessments shall be allocated among lots on the same basis as Common Assessments are to be allocated, and shall be due and payable on such basis and at such times as the Board directs, provided that no such Special Assessment shall be due and payable on fewer than thirty (30) days written notice.

- a. Any expenditure exceeding twenty-five percent (25%) of the annual operating budget shall be subject to a vote of the membership.
- b. The membership shall be given notice by regular mail of the proposed assessment, providing at least thirty days' notice.
- c. Passage of the proposed special assessment shall require the majority affirmative vote of those voting in which a majority of the membership participates in the vote. The ballot shall proceed by any means the Board chooses.
- d. The 25% limitation shall not apply to the levy of special assessments necessary to cover expenses incurred in emergency situations which include extraordinary expenses required by a court of competent jurisdiction; extraordinary expenses necessary to repair or maintain improvements within the project where a threat to personal safety is discovered; and an extraordinary expense necessary to repair or maintain any improvement to the property to which the Association is responsible that could not have been reasonably foreseen by the Board in preparing the operating budget.

D. Individual Lot Assessments.

The Board may levy an individual lot assessment against any lot owner to reimburse the Association for costs incurred on behalf of that lot, or as a consequence of any act or omission by any owner, occupant or invitee. The Board may levy an individual lot assessment in the nature of an administrative charge reasonably determined by the board against the lot of any owner who violates any provision of the governing documents, or who suffers or permits the members, guests, invitees or tenants of that owner's lot to violate the same of any provision of the governing documents.

- a. Assessments may include:
 1. Enforcement assessments and individual assessments for utility service that are imposed or levied in accordance with the Bylaws and Covenants, as well as the expenses the board incurs in collecting those assessments;
 2. Costs of maintenance, repair, or replacement incurred due to the willful or negligent act of an owner or occupant of a lot or their family, tenants, guests, or invitees, including, but not limited to, attorney's fees, court costs, and other expenses;
 3. Costs associated with the enforcement of the declaration or the rules and regulations of the Homeowners Association, including, but not limited to, attorney's fees, court costs, and other expenses;
 4. Costs or charges the Declaration or Bylaws permit.
 5. Penalty for repeated offenses in a designated time period.
- b. Notice of Assessment. Prior to imposing a charge for damages or an enforcement assessment the board of trustees shall give the owners a written notice including:
 1. A description of the property damage or violation;
 2. The amount of the proposed charge or assessment;
 3. A statement that the owner has a right to a hearing before the board to contest the proposed charge or assessment and how to request such hearing;
 4. A reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment, if such an opportunity to cure is applicable;
 5. The homeowner may request a hearing by delivery of a written notice to the board no later than ten days after receiving notice of violation. If this deadline is not met, the right to hearing is waived, and the board may immediately impose a charge for damages or enforcement assessment as described.
 6. In the case where a hearing is requested and granted, the board shall provide a minimum seven day written notice of the date, time and place of the hearing.
 7. The board shall not levy a charge or assessment before holding a requested hearing.

8. The board shall deliver written notice of the charge or assessment resulting from the hearing to the owner within thirty days following the hearing.
9. Written notice in any instance requires delivery to the owner or occupant of the dwelling by personal delivery, certified mail, return receipt requested, or by regular mail.
- c. Order of Crediting Payment. The assessment payment amount received from a lot owner shall be credited by the Homeowners Association in the following order:
 1. To interest owed to the Homeowners Association;
 2. To administration late fees or enforcement assessments owed to the Homeowners Association;
 3. To collection costs, attorney's fees, and paralegal fees the Homeowners Association incurred in collecting the assessment;
 4. To the oldest principal amounts the owner owes to the Homeowners Association for the common expenses chargeable against the property.

E. Remedies for Nonpayment of Assessments

- a. Acceleration. If any installment of an assessment, or portion of an assessment, is not paid within ten (10) days after it has become due, the Board, at its option, without demand or notice, may call the entire balance of the assessment due.
- b. Late Charge. If any portion of a special or individual assessment remains unpaid for ten (10) days after all or any part becomes due and payable, the Association may, at its option, assess a late charge and interest on the unpaid balance at the rate the board establishes, not to exceed any maximum rate permitted by law.
- c. Liability for Unpaid Assessments. Each assessment or installment of an assessment, together with interest and any costs of collection, including reasonable attorney's fees, shall become the obligation of the owners of the lot, beginning on the date the assessment or the installment becomes due and payable. The Board may authorize the Association to institute and prosecute to completion an action at law on behalf of the Association against the owner or owners personally obligated to pay any delinquent assessment, and/or an action to foreclose the Association's lien or liens against a lot or lots for unpaid assessments owed by that lot and the owner or owners. In any such action, interests and costs of such action, including reasonable attorney's fees, shall be added to the amounts owed by the owner or owners and the lot to the extent permitted by Ohio Law.

F. Liens

The Homeowners Association has the right to apply a lien upon the estate or interest in any lot for the payment of any assessment or charge levied as well as any related interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, and paralegal fees that are chargeable against the lot and that remain unpaid ten days after any portion has become due and payable.

- a. All of the following apply to a lien charged against a property pursuant to this section:
 1. The lien is effective on the date that a certificate of lien is filed for record in the office of the Delaware County Recorder, pursuant to authorization by the board of trustees of the Homeowners Association. The certificate shall contain a description of the lot, the name of the record owner of the lot, and the amount of the unpaid assessment or charge. It shall be subscribed to by the President of the board or other designated representative of the Homeowners Association.
 2. The lien is a continuing lien upon the lot against which each assessment or charge is made, subject to automatic subsequent adjustments reflecting any additional unpaid interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, paralegal fees, and court costs.
 3. The lien is valid for a period of five years from the date of filing, unless it is sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or unless it is discharged by the final judgment or order of a court in an action brought to discharge the lien as provided in this section.
 4. The lien is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and liens of first mortgages that have been filed for record prior to the recording of the lien, and may be enforced in the same manner as a mortgage on real property in an action brought by the Homeowners Association.
 5. If a homeowner has not paid assessments for a period of one year, and the Board has sent two reminder bills, each reminder assessing interest and each letter explaining the action the board will take should payment not be made in full, then written notice of the Board's intention to place a lien on a property shall be delivered to the owner or occupant of the dwelling by certified mail, return receipt requested, and by regular mail, thirty days prior to the date of filing the lien. The notice of a lien shall be accompanied by a Certificate of Service. Should the homeowner not pay their homeowner association dues in full then the lien shall be placed on the property thirty days after the clear notice has been provided.
- b. Foreclosure.
 1. In any foreclosure action that the holder of a lien commences, the holder shall name the Homeowners Association as a defendant in the action. The Homeowners Association or the holder of the lien is entitled to the appointment of a receiver to collect rental payments due on the property. Any rental payment a receiver collects during the pendency of the

foreclosure action shall be applied first to the payment of the portion of the common expenses chargeable to the lot during the foreclosure action.

2. Unless prohibited by the Declaration or the Bylaws, following the foreclosure action, the owners association or an agent the board authorizes is entitled to become a purchaser at the foreclosure sale.
3. A mortgage on a lot may contain a provision that secures the mortgagee's advances for the payment of the portion of the common expenses chargeable against the lot upon which the mortgagee holds the mortgage.
4. An owner may commence an action for the discharge of the lien in the court of common pleas of the county in which all or a part of the property is situated if the owner believes that the liability for the unpaid assessment or charge for which the Homeowners Association filed a certificate of lien was improperly charged. In the action, if it is finally determined that the unpaid amount of the assessment or charge was improperly charged to the owner or the lot, the court shall enter an order that it determines to be just, which may provide for a discharge of record of all or a portion of the lien and an award of attorney's fees to the owner.

Section IV. Dissolution of the Association

A vote to terminate the applicability of the declaration and to dissolve the Homeowners Association requires the unanimous consent of the owner members. Upon dissolution, funds remaining after payment of all debts shall be divided equally among the members.

Section V. Amendments

- A. Any lot owner may propose an amendment at any meeting of the Homeowners Association for consideration at the next meeting of the association which shall be held no sooner than 21 days later.
- B. At the second meeting, the amendment shall be voted upon and for passage shall require the affirmative vote of two thirds of the lots represented at the meeting. Each lot shall be entitled to one vote; no votes may be split.
- C. Any amendment shall be evidenced in the form of a resolution of the association, signed by the Secretary, recorded with the Delaware County Recorder and cross indexed to these Restrictions before said amendment shall be effective.