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 RESOLUTION OF DECLARATION

40 Pages

AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WHITE FENCE FARM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION TO PROVIDE FOR COMMON AREA FOR WHITE FENCE FARM SUBDIVISION RECORDED AT VOLUME 732, PAGE 094 ET SEQ, THE PROTECTIVE COVENANTS AND RESTRICTIONS RECORDED IN PLAT BOOK 28, PAGE 127 ET. SEQ., THE PROTECTIVE COVENANTS AND RESTRICTIONS RECORDED IN PLAT BOOK 30, PAGE 101A ET. SEQ., THE PROTECTIVE COVENANTS AND RESTRICTIONS RECORDED IN PLAT BOOK 30, PAGE 192B ET. SEQ, THE PROTECTIVE COVENANTS AND RESTRICTIONS RECORDED IN PLAT BOOK 30, PAGE 299A ET. SEQ, AND THE AMENDED BYLAWS OF WHITE FENCE FARM OWNERS ASSOCIATION RECORDED AT INSTRUMENT NO. 2023000058, OF THE GREENE COUNTY RECORDS.

TRANSFER NOT NECESSARY /
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**AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WHITE FENCE FARM**

RECITALS

- A.** On or about July 28, 1993, Peebles Builders, Inc., an Ohio limited liability company (“Declarant”), filed the Declaration to Provide for Common Area for White Fence Farm Subdivision, at Greene County Records Volume 732, Page 094 et seq. and the Protective Covenants and Restrictions for White Fence Farm Section One, at Greene County Records Plat Book 28, Pages 127-128.
- B.** On or about August 24, 1994, Declarant filed the Protective Covenants and Restrictions for White Fence Farm Section Two, at Greene County Records Plat Cabinet 30, Pages 101A-102A.. On or about April 13, 1995, Declarant filed the Protective Covenants and Restrictions for White Fence Farm Section Three, at Greene County Records Plat Cabinet 30, Pages 192B-193B.. On or about August 8, 1996, Declarant filed the Protective Covenants and Restrictions for White Fence Farm Section Four, at Greene County Records Plat Cabinet 30, Pages 299A-300A.
- C.** The White Fence Farm Owners Association (“Association”) is a corporation consisting of all Owners in White Fence Farm HOA and as such is the representative of all Owners.
- D.** Ohio Revised Code Chapter 5312.05 authorizes amendments to the original governing documents.
- E.** As of April 16, 2023, Owners representing 78.95 percent of the Association’s voting power have affirmatively consented to or voted in favor of the Adoption of the Amended Declaration of Covenants and Restrictions for White Fence Farm and signed powers of attorney authorizing the Association’s officers to execute the Adoption of the Amended Declaration of Covenants and Restrictions for White Fence Farm on the Owners’ behalf, as documented in the Association’s records.
- F.** The proceedings necessary to amend the original governing documents as required by Chapter 5312 of the Ohio Revised Code have in all material respects been complied with.

AMENDMENT

The original governing documents of the White Fence Farm Owners Association are amended as follows:

Replace the Declaration to Provide for Common Area of White Fence Farm Subdivision recorded at Greene County Records Volume 732, Page 94 et seq., and the White Fence Farm Protective Covenants and Restrictions recorded at Greene County Records Plat Book 28, Page 127 et seq., Plat Book 30, Page 101A et seq., Plat Book 30, Page 192B et seq., and Plat Book 30, Page 299A et seq., and adopt the Amended Declaration of Covenants and Restrictions for White Fence Farm (the "Amended Declaration"), as attached to this filing.

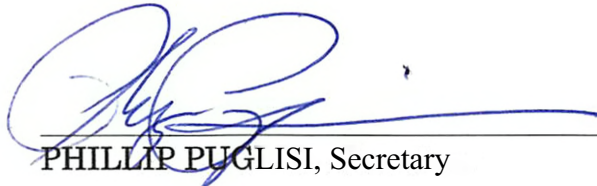
Any conflict between the provisions of the original governing documents as cited above and the Amended Declaration is to be interpreted in favor of the provisions of the Amended Declaration. The invalidity of any part of any provision in the Amended Declaration do not impair or affect in any manner the validity or enforceability of the remainder of the Amended Declaration. Upon the recording of the Amended Declaration, only Owners of record at the time of such filing have standing to contest the validity of the Amended Declaration, whether on procedural, substantive, or any other grounds. Any legal challenge *must* be brought in the Greene County Court of Common Pleas within *one year* of the recording of the Amended Declaration.

The White Fence Farm Owners Association has caused the execution of this instrument this 10 day of April, 2023.

WHITE FENCE FARM OWNERS ASSOCIATION



By: _____ li JI*
DENISE MOORE, President

By: 
PHILLIP PUGLISI, Secretary

STATE OF OHIO)
) SS
COUNTY OF)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named White Fence Farm Owners Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 of 6, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as its officers.

I have hereunto set my hand and official seal this 11 day of July, 2023.


NOTARY PUBLIC

Place notary stamp/seal here:



JESSICA MARRIOTT
Notary Public, State of Ohio
Commission No. 2019-RE-800786
My Commission Expires
September 9, 2024

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
11311 Cornell Park Drive, Suite 220
Cincinnati, Ohio 45242
(513) 878-1771
ohiohoalaw.com

LEGAL DESCRIPTION

White Fence Farm Section One

Situate in the Township of Sugarcreek, County of Greene, in the State of Ohio and being Lots numbered One (1) to Twenty-six (26), inclusive, of White Fence Farm, Section One, as recorded in Plat Cabinet "34", Pages 322B -323A of the Plat Records of Greene County, Ohio.

Parcel Number	Lot Number	Parcel Number	Lot Number
L32000100030016600	1	L32000100030018100	16
L32000100030016700	2	L32000100030018200	17
L32000100030016800	3	L32000100030018300	18
L32000100030016900	4	L32000100030018400	19
L32000100030017000	5	L32000100030018500	20
L32000100030017100	6	L32000100030018600	21
L32000100030017200	7	L32000100030018700	22
L32000100030017300	8	L32000100030018800	23
L32000100030017400	9	L32000100030018900	24
L32000100030017500	10	L32000100030019000	25
L32000100030017600	11	L32000100030019100	26
L32000100030017700	12		Silverado
L32000100030017800	13		Drive
L32000100030017900	14		Common
L32000100030018000	15	L32000100030000800	Area

White Fence Farm Section Two

Situate in the Township of Sugarcreek, County of Greene, in the State of Ohio and being Lots numbered Twenty-seven (27) to Forty-two (42), inclusive, of White Fence Farm, Section Two, as recorded in Plat Cabinet "30", Pages 101A-102A of the Plat Records of Greene County, Ohio.

Parcel Number	Lot Number	Parcel Number	Lot Number
L32000100030019800	27	L32000100030020600	35
L32000100030019900	28	L32000100030020700	36
L32000100030020000	29	L32000100030020800	37
L32000100030020100	30	L32000100030020900	38
L32000100030020200	31	L32000100030021000	39
L32000100030020300	32	L32000100030021100	40
L32000100030020400	33	L32000100030021200	41
L32000100030020500	34	L32000100030021300	42

White Fence Farm Section Three

Situate in the Township of Sugarcreek, County of Greene, in the State of Ohio and being Lots numbered Forty-three (43) to Sixty-one (61), inclusive, of White Fence Farm, Section Three, as recorded in Plat Cabinet "30", Pages 192B-193B of the Plat Records of Greene County, Ohio.

Parcel Number	Lot Number	Parcel Number	Lot Number
L32000100030022100	43	L32000100030023000	52
L32000100030022200	44	L32000100030023100	53
L32000100030022300	45	L32000100030023200	54
L32000100030022400	46	L32000100030023300	55
L32000100030022500	47	L32000100030023400	56
L32000100030022600	48	L32000100030023500	57
L32000100030022700	49	L32000100030023600	58
L32000100030022800	50	L32000100030023700	59
L32000100030022900	51	L32000100030023800	60
		L32000100030023900	61

White Fence Farm Section Four

Situate in the Township of Sugarcreek, County of Greene, in the State of Ohio and being Lots numbered Sixty-two (62) to Seventy-seven (77), inclusive, of White Fence Farm, Section Four, as recorded in Plat Cabinet "30", Pages 299A-300A of the Plat Records of Greene County, Ohio.

Parcel Number	Lot Number	Parcel Number	Lot Number
L32000100030024100	62	L32000100030024900	70
L32000100030024200	63	L32000100030025000	71
L32000100030024300	64 Detention Basin	L32000100030025100	72
L32000100030024400	65	L32000100030025200	73
L32000100030024500	66	L32000100030025300	74
L32000100030024600	67	L32000100030025400	75
L32000100030024700	68	L32000100030025500	76
L32000100030024800	69	L32000100030025600	77

AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

WHITE FENCE FARM

DECLARATION OF COVENANTS AND RESTRICTIONS

INDEX

	PAGE
ARTICLE I DEFINITIONS.....	1
Section 1. Legal Description.....	1
Section 2. Definitions.....	1
(a) “Assessments”.....	1
(b) “Association”.....	1
(c) “Board of Directors” or “Board”.....	1
(d) “Bylaws”.....	1
(e) “Chapter 5312”.....	1
(f) “Common Element”.....	1
(g) “Common Expense”.....	1
(h) “Declarant”.....	1
(i) “Declaration”.....	2
(j) “Lot”.....	2
(k) “Member”.....	2
(l) “Original Declaration”.....	2
(m) “Owner”.....	2
(n) “Properties”.....	2
ARTICLE II NAME AND GENERAL DESCRIPTION.....	2
ARTICLE III THE ASSOCIATION.....	3
Section 1. Membership.....	3
Section 2. Voting Rights.....	3
Section 3. Board of Directors and Officers.....	3
Section 4. Administration of Property.....	3
Section 5. Service of Process.....	3
ARTICLE IV PURPOSE AND RESTRICTIONS ON PROPERTY.....	3
Section 1. Purpose of Property.....	4
(a) Animals and Pets.....	4
(b) Existing Restrictions.....	5
(c) Leasing of Lots.....	5
(d) Office Use.....	7
(e) Occupancy Restriction.....	8
(f) Satellite Dishes, Antennas, and Radio Towers.....	8
(g) Signs.....	9
(h) Trash and Rubbish.....	9
(i) Vehicle Restriction.....	9

Section 3.	Architectural Review and Restrictions.....	10
(a)	Accessory Structures.....	10
(b)	Awnings.....	10
(c)	Driveways.....	11
(d)	Fences, Decks, and Walls.....	11
(e)	Lamp Posts and Yard Lights.....	11
(f)	Landscaping.....	11
(g)	Lot Grading.....	11
(h)	Mailboxes.....	12
(i)	Residential Lots.....	12
(j)	Solar Panels.....	12
(k)	Swimming Pools and Hot Tubs.....	12
Section 4.	Architectural Control.....	13
ARTICLE V ASSESSMENTS AND LIEN OF THE ASSOCIATION.....		13
Section 1.	General.....	13
Section 2.	Obligation to Pay Assessments.....	13
Section 3.	Failure to Pay Assessments When Due.....	14
Section 4.	Lien of Association.....	14
Section 5.	Foreclosure of Association's Lien.....	15
Section 6.	Dispute as to Common Expenses.....	15
Section 7.	Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses.....	15
Section 8.	Liability for Assessments Upon Voluntary Conveyance.....	16
ARTICLE VI MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS, AND IMPROVEMENTS.....		16
Section 1.	Management.....	16
(a)	Delegation of Authority.....	16
Section 2.	Association Responsibility.....	16
(a)	Entrance Monuments.....	17
(b)	Common Element Improvements.....	17
(c)	Storm Water Drainage and Discharge.....	17
Section 3.	Owner Responsibility.....	17
ARTICLE VII INSURANCE.....		19
Section 1.	Scope of Insurance Coverage.....	19
(a)	Owners.....	19
(b)	Association.....	19
Section 2.	Risks to be Insured and Amount Thereof.....	19
Section 3.	Damage and Destruction.....	19
(a)	Responsibility for Repair.....	19
(b)	Common Elements Repairs.....	20

Section 4.	Waiver of Subrogation.....	20
Section 5.	Public Liability Insurance.....	20
Section 6.	Fidelity Insurance or Bonding.....	20
Section 7.	Other Association Insurance.....	21
ARTICLE VIII EASEMENTS.....		21
Section 1.	Encroachments.....	21
Section 2.	Accessibility.....	21
Section 3.	Utilities.....	21
Section 4.	Applicability.....	22
Section 5.	Easements of Enjoyment; Limitations.....	22
Section 6.	Right of Entry for Repair, Maintenance and Restoration.....	22
Section 7.	Easement for Services.....	22
Section 8.	Power of Attorney.....	22
Section 9.	Existing Easements.....	23
ARTICLE IX AMENDMENTS.....		23
Section 1.	In General.....	23
Section 2.	Board of Directors Amendments.....	23
Section 3.	Limitation on Owner Challenge.....	23
ARTICLE X REMEDIES FOR VIOLATIONS.....		24
Section 1.	Abatement and Enjoinment.....	24
Section 2.	Cost of Enforcement.....	25
Section 3.	Cure by Association.....	25
Section 4.	Suspension of Voting Rights.....	25
ARTICLE XI GENERAL PROVISIONS.....		25
Section 1.	Enforcement.....	25
Section 2.	Headings.....	25
Section 3.	Notices and Other Communications.....	26
(a)	Service of Notices on the Association and Board of Directors.....	26
(b)	Service of Notices on Owners.....	26
(c)	New Communication Technologies.....	26
Section 4,	Covenants Running with the Land.....	27
Section 5.	Waiver.....	27
Section 6.	Severability.....	28
Section 7.	Duration.....	28
Section 8.	Priority of Documents.....	28
Section 9.	Construction.....	28
Section 10.	Interpretation.....	28
Section 11.	Scrivener's Corrections.....	28
EXHIBIT A LEGAL DESCRIPTION.....		29

DECLARATION OF COVENANTS AND RESTRICTIONS

ARTICLE I

DEFINITIONS

Section 1. Legal Description. The real property which is, and is held, transferred, sold, conveyed, and occupied, subject to this Declaration, is described in the legal description and made a part hereof by reference to Exhibit "A" of the Declaration.

Section 2. Definitions. Capitalized terms used in this Declaration have the meaning ascribed to them in this Section 2 and, if not defined below, the meaning ascribed to such term where it first appears in this Declaration. The following terms used herein are defined as follows:

(a) "Assessments" means the general, special, and/or individual Assessments that are charged proportionally against owners in order for the Association to operate, administer and maintain the Property.

(b) "Association" means and refers to the White Fence Farm Owners Association, its successors and assigns.

(c) "Board of Directors" or "Board" means and refers to the Board of the Association as provided in the Bylaws of the Association.

(d) "Bylaws" means the instrument entitled "Amended Bylaws of White Fence Farm Owners Association.

(e) "Chapter 5312" means Chapter 5312 of the Ohio Revised Code, the Ohio Planned Community Act, as the same may be amended or supplemented from time to time.

(f) "Common Element" means all real property controlled by the Association.

(g) "Common Expense" means any expense of financial liability of the Association as provided by this Declaration, the Bylaws, and Ohio law. including allocations the Board designates for reserves.

(h) "Declarant" means and refers to Tom Peebles Builders. Inc., its successors and assigns.

(i) “Declaration” means this instrument entitled “Amended Declaration for White Fence Farm Subdivision” and all of the Exhibits attached to this document, as originally executed, or if amended, as so amended, by which the Property is subject to the provisions of Chapter 5312.

(j) “Lot” means and refers to the lots shown upon any recorded record plan of a subdivision of the properties with the exception to the Common Element. The term contemplates that the Lot is improved with a single family detached home.

(k) “Member” means and refers to those persons entitled to membership in the Association as provided in the Declaration.

(l) “Original Declaration” means the document and its attachments as recorded at Volume 732. Page 094 of the Greene County Records, together with all recorded amendments thereto. Except as otherwise expressly provided for herein, this Declaration supersedes the Original Declaration,, and any and all subsequent amendments, in all respects.

(m) “Owner” means and refers to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is subdivided from a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(n) “Properties” means and refers to that real property described or referenced in the Original Declaration and/or Bylaws, and such additions thereto as may hereafter be brought within the jurisdiction of the Association in accordance with the provisions of said Original Declaration.

ARTICLE II

NAME AND GENERAL DESCRIPTION

The Property is known as White Fence Farm Owners Association, a non-profit corporation organized under the laws of Ohio, for the purpose of owning and managing the Common Elements and to provide the maintenance and upkeep of the property, and to provide other possible services to its members as permitted by its Articles of Incorporation.

ARTICLE III

THE ASSOCIATION

Section 1. Membership. The Association will administer the Property to the extent provided for in this Declaration. Each Owner, upon acquisition of title to the Lot, automatically becomes an Association Member. Such membership automatically terminates upon the sale or other disposition by such Member of his/her Lot, at which time the new Owner automatically becomes an Association Member.

Section 2. Voting Rights. The Association has one class of voting membership. All Members are the Owners and are entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons are Members, provided that the vote for such Lot is exercised in accordance with the Bylaws.

Section 3. Board of Directors and Officers. The Association's Board of Directors and officers, elected as provided in the Bylaws, will exercise the powers, discharge the duties, and be vested in the rights of the Association conferred by operation of law, by the Bylaws, and by this Declaration, unless an Owner vote is specifically required; provided, however, that in the event any such power, duty, or right is deemed exercisable or dischargeable by, or vested in, an officer or Board member, solely in his/her capacity as an officer or a Board member, he/she is deemed to act in such capacity to the extent required to authenticate his/her acts and to carry out the purposes of this Declaration and Bylaws.

Section 4. Administration of Property. The Property's administration must be in accordance with the provisions of this Declaration and the Bylaws. Each Owner, tenant, occupant, or Owner's guest must comply with the provisions of the general law, this Declaration, the Bylaws, the rules, and the decisions, resolutions, and duly adopted motions of the Association and Board of Directors, as lawfully amended from time to time.

Section 5. Service of Process. The person to receive service of process for the Association will be as designated by the Board of Directors. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

ARTICLE IV

PURPOSE AND RESTRICTIONS ON PROPERTY

In addition to those other covenants, restrictions, conditions, obligations, and limitations provided elsewhere in this Declaration, the following covenants, restrictions, conditions, obligations, and limitations as to use and occupancy of the Property, including, without limitation, all portions of the Property, will also run with the land and are binding

upon each Owner, and each Owner's occupants, guests, heirs, tenants, licensees, and assigns:

Section 1. Purpose of Property. The purpose of the Property, Lots, storm water retentions, and dwellings situated therein is as follows:

(a) to create a residential community and those uses that are both customarily accessory and incidental to a single family residential dwelling; and

(b) to provide for the storm water retention areas platted on the record plan and the maintenance thereof.

Section 2. Restrictions on Property Use. The following restrictions apply to all Lots:

(a) Animals and Pets. Except as expressly provided for below, pets, including livestock, fowl, poultry, pigs, horses, Exotic Pets (as defined below), wild hybrids, or any other animals of any kind are prohibited from being raised, bred, or kept on any Lot or in the Common Elements.

(i) Any Owner that keeps any Permitted Pet defined below and as described above, must comply with the restrictions contained in this Section 2(a) and with the Association rules.

(ii) A "Permitted Pet" is a domestic household pet including any dog, cat, bird, guinea pig, gerbil, hamsters, rabbits, turtles, ferrets, non-venomous or non-constricting snakes, lizards, fish, or other aquatic life permitted by this Section 2(a) and licensed as required by City, County or State Codes, including Ohio Revised Code Section 955 as may be amended from time to time.

(iii) No Permitted Pet may, at any time, be kept, bred, or maintained for any commercial purpose.

(iv) A Permitted Pet must be kept in a Lot and only those portions of the Property as the Board designates, unless the Permitted Pet is on a hand-held leash, is being carried, or is otherwise transported across, to or from, the Property.

(v) An "Exotic Pet" is an animal that is a rare, unusual pet or predatory species kept within a human household, which is relatively unusual to keep or is generally thought of as a wild species, not domesticated, and not typically kept as a pet.

(vi) No exterior kennels, pens, or other structures built for the housing of animals will be permitted on any Lot.

(b) Existing Restrictions. The Property, the Association, and the Owners are subject to the provisions of the Declaration of Covenants, Easements, Conditions and Restrictions for Spears Property Owners Association (the "Covenants") of record, respectively in Volume 696, Page 266 et seq. of the Greene County Records, as the same may from time to time be supplemented or amended. The Covenants provide, among other things, that each Owner will be a member of the Spears Property Owners Association, and as such, the Owners of each Lot will be responsible for paying an annual Assessment to the Spears Property Owners Association.

(c) Leasing of Lots. To create a community of resident Owners, to remain within mortgagee owner-occupancy limitations, and to further protect and preserve the Declaration's fundamental purposes set forth in the Declaration, including the preservation of property values and the well-being of Owners and occupants; no Lot can be leased, let, or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment, or any other purpose, subject to the following:

(i) The above prohibition does not apply to:

il) Lots that are occupied by the parent(s) or child(ren) of the Owner; or,

(2) The current Owner of a Lot as of the date this provision is recorded excepted from this lease prohibition and may lease said Lot, until titled ownership of the Lot is transferred to a subsequent Lot owner; upon the date of title transfer, the Lot is no longer a grandfathered Lot and is no longer excepted from this lease prohibition (referred to as "Grandfathered Lots"); or,

(3) Lots that meet a special situation and to avoid a practical difficulty or other undue hardship, each Owner has the right to lease their Lot to a specified renter/tenant for a one-time period of no more than 36 consecutive calendar months, subject to the restrictions and requirements as identified in subparagraphs (ii), (iii), and (iv) below (referred to as "Hardship Lots"). To exercise this right:

a. The Owner must provide the Board of Directors with prior, written notice of the lease at least 10 business days prior to its commencement; and

b. The Owner may not be more than 30 days delinquent in payment of any Assessment or other amount due to the Association. If the Owner is more than 30 days past due in payment, the Owner will request from the Board of Directors a one-time hardship exception and will not lease the Lot until the Board approves the request.

(ii) Lots occupied by parents or children of an Owner, Grandfathered Lots, or Hardship Lots are subject to the following conditions and restrictions-

(1) Lease terms must be for 12 full, consecutive calendar months;

(2) Leases must be provided to the Board of Directors prior to the commencement of the lease term;

(3) No Lot may be leased, let, or rented to any business or corporate entity for the purpose of corporate housing or similar use;

(4) No Lot may be sub-leased, sublet, or rented by a tenant;

(5) No individual room, part, or sub-part of any Lot may be leased, let, or rented;

(6) The Association has at all times a limited power-of-attorney from and on behalf of any Owner who is more than 30 days past due in the payment of any Assessment or other amounts due to the Association. The limited power-of attorney permits the Association to collect the lease or rent payments directly from the lessee, tenant, or renter until the amount owed to the Association is paid in full.

(7) The lessee, tenant, or renter must abide by the terms of the Declaration, Bylaws, and rules and regulations.

(8) When an Owner leases their Lot, the Owner relinquishes all amenity privileges, but continue(s) to be responsible for all obligations of ownership of their Lot and is jointly and severally liable with the lessee, tenant, or renter to the Association for the conduct of the lessee, tenant, or renter and any damage to Association property.

(9) In accordance with Ohio law, the Association may initiate eviction proceedings to evict any lessee, tenant, or renter for violation of the Declaration. Bylaws, rules, or applicable laws, by any occupant of the Lot. or the Owner of the Lot. The action will be brought by the Association, as the Owner's agent, in the name of the Owner. In addition to any procedures required by State law, the Association will give the Owner(s) at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be assessed to the Owner(s) and the Lot's account and is a lien against that Lot.

Gii) Any land contract for the sale of a Lot must be recorded with the Greene County Recorder's Office. A recorded copy of the land contract must be delivered to the Board of Directors within 30 days of its recording. Any unrecorded land contract is a prohibited lease.

The Board of Directors may adopt and enforce rules and definitions in furtherance, but not in contradiction of the above provisions, including, rules to address and eliminate attempts to circumvent the meaning or intent of this Section 2(c) and in furtherance of the preservation of the White Fence Farm Owners Association as an owner-occupied community and against the leasing of Lots for investment or other purposes. The Board of Directors has full power and authority to deny the occupancy of any Lot by any person or family if the Board of Directors, in its sole discretion, determines that the Owner of such Lot is intending or seeking to circumvent the meaning, purpose, or intent of this Section 2(c).

(d) Office Use. An Owner or occupant may use a portion of his/her dwelling for his/her office or studio, provided:

(i) the activities within the dwelling do not interfere with the quiet enjoyment or comfort of any other Owner or occupant;

(ii) in compliance with all commercial and zoning restriction, in no event will any part of the dwelling be used as a school, music recording studio, pornography studio, medical laboratory, or day care facility:

(iii) that such use neither involves nonresident employees, staff, and/or independent contractors regularly working out of the dwelling (with the exception of maintenance, repair, or improvements done to the Lot or dwelling itself) neither does it result in walk-in traffic to the dwelling from the general public or from regular or repeated business invitees nor any door-to-door solicitation of other Owners or occupants;

(iv) such use does not result in the dwelling becoming principally an office as distinct from a residence or in the dwelling developing a reputation as an office or commercial location;

(v) such use is not apparent or detectable by sight, sound, or smell from outside the dwelling;

(vi) such use does not result in or involve regular or unreasonably large volume of business-related deliveries to or from the dwelling, as determined by the Board of Directors; and

(vii) such use does not constitute a hazardous or offensive use, or threaten the security or safety of other occupants, all as the Board of Directors, in its sole determination, decides.

(e) Occupancy Restriction. A person who is classified as a sex offender/child-victim offender, or any future equivalent classification under the law, and for whom the County Sheriff or other government entity must provide community notice of the sex offender's residential address, is prohibited from residing in or occupying a Lot and from remaining in or on the Property for any length of time. The classification of a sex offender/child-victim offender and the determination of whether notice is required is made by a court of law in accordance with the Ohio Sex Offenders Act, or similar statute from another jurisdiction as either may be amended or renamed from time to time. The Association is not liable to any Owner, occupant, or visitor of any Owner, or of the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce any provision of this Occupancy Restriction.

(f) Satellite Dishes, Antennas, and Radio Towers. Antennas expressly permitted by the Federal Communications Commission's ("FCC") over-the-air reception device (OTARD) rules, including without limitation, satellite dishes one meter (approximately 39 inches) or less in diameter, are permitted. No roof mounted or freestanding antenna is permitted.

(g) Signs. No sign or other advertising device of any kind will be erected within the White Fence Farm property or any Lot without the prior written consent the Board, except that the following signs are permitted, provided they do not create any physical obstructions to or safety hazards to vehicles or people.

(i) The Board has the right to erect signs or other advertising devices within the White Fence Farm as they, in their sole discretion, deem appropriate.

(ii) One professionally prepared "For Sale" sign, not to exceed 5 square feet.

(iii) One professionally prepared security system identification sign.

(iv) One non-profit, charitable, or religious sign advertising an event may be installed 30 days prior to the event and removed one day after the event.

(v) School achievement and team spirit signage are allowed, not to exceed 5 square feet.

(vi) One company or contractor sign, not to exceed 5 square feet, and only during the conduct of the contracted work.

(vii) One political sign, not to exceed 5 square feet, that is offered directly by the candidate's campaign. The sign can be displayed for up to 45 days prior to the election and must be removed within one week following the election day.

(viii) All signs must be placed on the house side of the sidewalk, not between the sidewalk and the street.

(h) Trash and Rubbish. No Lot will be used or maintained as a dumping ground for rubbish. Trash containers must be stored inside the garage, or otherwise stored to minimize sight from the street and must be removed within 24 hours following trash collection.

(i) Vehicle Restriction. Motor vehicle parking and storage within the Property is subject to rules and regulations promulgated by the Board of Directors which may be enforced. Motor vehicles subject to the rules and regulations include automobiles, motorcycles, inoperable vehicles, trucks and trailers of any type, boats and all vehicles used for recreation:

(i) No trailer of any type, camper, mobile home, motor home, recreational vehicle, bus, truck (other than a sports utility vehicle, two-axle truck with no more than four tires or van of less than one ton or less load carrying capacity), boat, jet ski, or similar vehicle or equipment is permitted to remain on the Property, including any driveway, without the Board of Directors' prior, written consent or as permitted in the rules and regulations for short term or visitor parking.

(ii) All vehicles on the Property will be kept in a state of good and clean repair as reasonably determined from time to time by the Board of Directors. Vehicles in disrepair, excessively noisy, polluting vehicles, covered vehicles, inoperable vehicles, vehicles on blocks, and equipment, will not be operated or stored for any period of time anywhere on the Property.

Section 3. Architectural Review and Restrictions. All architectural review powers are vested and given to the Association, to be exercised by its Board of Directors. The Board of Directors may adopt reasonable architectural and design standards for landscaping and improvements located on residences and Lots. This includes the Board of Directors' authority to promulgate rules governing the form and content of plans to be submitted for approval and may issue statements of policy with respect to approval or disapproval of the architectural styles or details or other matters that may be presented for approval. Such rules may add to, clarify, interpret, expound, and/or elaborate on the architectural guidelines and restrictions provided for in this Article IV, including but not limited to, rules on colors, materials, location, and size of any improvements on a residence or Lot. Alterations and additions to residential dwellings must be consistent with existing structure in design, material, and color. Windows, siding, roof pitch, gutters, shingles, doors, and foundation must match the design and materials used in the existing structure. All exterior modifications, alterations, and improvements to a Lot or dwelling, already constructed, must be approved by the Board of Directors prior to the initiation of any work on the dwelling or Lot. All Lots and dwellings are subject to the following architectural restrictions: :

(a) Accessory Structures. All dwellings or accessory structures must be located in accordance with the building setback lines as shown on the recorded plats. One storage shed per Lot is permitted and must adhere to township approval and permitting requirements. The color scheme and construction materials must closely match the existing residence, to include windows and roofing material.

(b) Awnings. No retractable awnings are permitted in the front of a dwelling.

(c) Driveways. All driveways must be concrete; no asphalt or gravel driveways will be permitted.

(d) Fences, Decks, and Walls. Any fences installed on a Lot are further subject to the following provisions:

(i) All fence and deck projects must meet township approval and permitting requirements.

(ii) All wood fence and decks must be natural wood colored, or a shade of brown that matches the existing color scheme.

(iii) All wrought iron or vinyl/PVC fences must be black, white, or brown.

(iv) Fences must be located inside the owner's property line and easement area. Property adjoining a street will have a minimum fence setback of 6 feet from the sidewalk to maintain a harmonious appearance with the surrounding landscape.

(v) Fences are restricted to the backyard and may only be extended to the front of a dwelling on a side yard with approval of the Architectural Review Committee.

(vi) Chain-link fences are strictly prohibited.

(vii) Fences will not exceed a maximum height of 72 inches.

(viii) Rail fences may utilize a high-quality wire mesh to restrain pets, if desired.

(e) Lamp Posts and Yard Lights. Each Lot (except Lot 61, located at 4367 Napa Valley Drive, and Lot 67, located at 1758 Sonoma Court, which do not have lamp posts and are grandfathered from the requirement to do so) must have a working yard light or lamp post.

(f) Landscaping. All hardscape designs must be consistent with existing landscape features.

(g) Lot Grading. No Lot may be altered in a way that results in a change to the flow of water runoff or otherwise changes the grade or slope.

(h) Mailboxes. All mailboxes must consist of a mailbox located on a post, and must be black, white, or another color that matches the dwelling's color scheme, and must not be damaged or in disrepair.

(i) Residential Lots. All Lots in this subdivision will be known and described as residential Lots. No structure will be permitted to be erected on any Lot other than one detached single family dwelling not to exceed two and one half stories in height exclusive of basement and a private garage for not less than two cars nor more than three cars attached to the residence unless otherwise approved in writing.

(j) Solar Panels. An Owner may install a "Residential Solar Energy System," which is a system affixed to a dwelling or Lot that uses solar devices (including solar panels) that are thermally isolated from living space where the energy is used to provide for the collection, storage, or distribution of solar energy to that Lot. These Residential Solar Energy Systems are permitted to be installed on any Lot, provided that-

(i) the proposed location and specifications for any such Residential Solar Energy System has been approved by the Board of Directors, in writing,

(ii) the Owner must obtain any permits required by municipal or governmental entity, if any, prior to its construction and use.

(iii) the Residential Solar Energy System is compliant with any reasonable rules, regulations, and architectural guidelines established by the Board,

(iv) the Residential Solar Energy System must be installed on the dwelling, and

(v) the Residential Solar Energy System meets all applicable safety and performance standards established by Federal, state, or local government agencies and authorities.

(k) Swimming Pools and Hot Tubs. Above ground and portable swimming pools are prohibited on the Property. Small portable wading pools up to six feet in diameter or smaller are permitted. Small pools are not permitted to be visible from the street; the pool must be emptied and removed before dark each night.

Section 4. Architectural Control. The Board has the right, but is not obligated, to appoint an Architectural Review Committee (the "ARC") composed of at least three persons to review plans and specifications submitted for architectural modifications. If the Board fails or otherwise does not appoint individuals to serve on the ARC, then the Board itself will act as the ARC.

(a) Architectural Review Committee and Board Authority. The affirmative vote of the majority of the ARC members will be required to issue any permit, authorization, or approval for owner improvements. All decisions of the ARC may be appealed by the Board. The ARC will make recommendations to the Board, which the Board may accept or reject, in whole or in part. The decisions of the Board are final and binding.

(b) Plan Approval. Upon approval by the Board of any plans and specifications submitted to it, a copy of plans and specifications may be required to be deposited for permanent record with the Association and a copy of the plans and specifications bearing the approval, in writing, will be returned to the applicant.

ARTICLE V

ASSESSMENTS AND LIEN OF THE ASSOCIATION

Section 1. General. As part of the Original Declaration's creation and filing, each Declarant owned Lot, covenanted, and each and every Lot's subsequent purchaser by acceptance of a deed therefor, whether or not expressly stated in any such deed of conveyance, covenanted and agreed to pay the Association all Assessments levied by the Association effective on the first day of the month following the first Lot's conveyance by the Declarant. Such covenant and agreement to pay all Assessments is hereby maintained, continued, and acknowledged by every Owner. Assessments for the Common Expenses are made in the manner provided for below. Unless otherwise stated in this Declaration, Assessments are levied in equal pro rata amounts among the Owners and their respective Lots. The Board of Directors will determine the Assessment and charges allocation that will be prorated among the Owners. Every Owner must pay his/her proportionate Common Expenses share and any other Assessments levied against him/her in such manner and at such times as are provided for in this Declaration or as the Board of Directors may determine.

Section 2. Obligation to Pay Assessments. The obligation to pay any Assessment is a separate and independent covenant on each Owner's part, is a charge on such Lot, and is a continuing lien upon the Lot. against which each Assessment is made until paid in full. No diminution or abatement of Assessments or setoff can be claimed or allowed by reason of any alleged Association or Board of Directors failure to take some action or perform some function required to be taken or performed by the Association or

Board of Directors under this Declaration or Bylaws, or for inconvenience, discomfort, or dislocation arising from the making of repairs or improvements that are the Association's responsibility or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. Except as otherwise provided for no Owner may exempt himself/herself from Assessment liability by waiver of Common Element use or enjoyment, by Lot abandonment, or for any other reason. Regardless of any effort or action of an Owner to the contrary, the Association will credit any and all payments made by an Owner in the following order of priority-

- (1) First, to interest owed to the Association;
- (2) Second, to administrative late fees owed to the Association;
- (3) Third, to collection costs, attorneys' fees, and paralegal fees incurred by the Association; and
- (4) Fourth, to the principal amounts the Owner owes to the Association for Assessments chargeable against the Lot.

Section 3. Failure to Pay Assessments When Due. In the event any Owner fails to pay any Assessment made by the Board of Directors within ten days after the same has become due and payable, the Board may, in its discretion may exercise any right or remedy conferred by law or contained in this Declaration. Any and all Assessments not paid within ten days after the same are due and payable are subject to a monthly administrative late charge established by the Board and may, as the Board of Directors so determines, also bear interest charged at the highest rate allowable by law that may be charged to an individual from the date the Assessment(s) or charge(s) first comes due until the same has been paid in full. Each Owner is also liable for any and all costs incurred by the Association in connection with delinquent Assessment collection from such Owner, including reasonable attorneys' fees, court costs, and other related charges, which will be added to the continuing lien's amount.

Section 4. Lien of Association. The Association has a continuing lien upon each Owner's Lot for the payment of the portion of any Assessments chargeable against such Lot that remains unpaid for sixty (60) days after the same have become due and payable, together with the other amounts provided for in Section 2 of this Article V ("Assessment Lien"). The Association, as the Board of Directors so determines, may file a certificate of Assessment Lien or an Affidavit of Assessment Lien, with the Greene County Department of the Recorder, setting forth a description of the Lot, the name(s) of the titled Owner(s) thereof, and the amount of such unpaid portion of the Assessments and other amounts due. The lien so filed also acts to automatically secure all Assessments that become due and payable after the certificate is filed until the claim of lien is satisfied. Said continuing lien will be inferior to any prior, recorded, valid, first lien mortgage, but is not subordinate to any other

mortgage lien or other encumbrance, unless written Association consent to such further subordination is recorded in the Greene County Records. Said continuing lien is valid for a five-year period from the time of filing, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a court in an action brought to discharge such lien as hereinafter provided. In addition, each Owner is personally liable, jointly and severally, for all Assessments chargeable for his/her ownership period. The existence of a mortgage, lien, or other encumbrance and of a condition, possibility of reverter, or the like, will not be deemed to be a defense of title under the preceding sentence.

Section 5. Foreclosure of Association's Lien. The lien provided for in Article V, Section 4 may be foreclosed in the same manner as a mortgage on real property in an action brought by or on the Association's behalf, only upon Board of Directors authorization. In any such foreclosure action, the Lot or Owner(s) affected is/are required to pay a reasonable rental for such Lot during the pendency of such action, in addition to any Assessments otherwise chargeable against the Lot, and the Association in such action is entitled to a receiver appointment to collect the same. In any such foreclosure action, the Association, or its agent or nominee, is entitled to bid, acquire, hold, lease, encumber, and/or convey the Lot, whether at the foreclosure sale of same or otherwise.

Section 6. Dispute as to Common Expenses. Any Owner who believes that any Common Expense portion or Assessments chargeable to his/her Lot, for which a certificate of lien has been filed by the Association, was improperly calculated and charged against him/her or his/her Lot, may bring an action in the Court of Common Pleas for Greene County, Ohio, for such lien's discharge.

Section 7. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. Where the first mortgage of record's mortgagee or other purchaser of a Lot acquires title to the Lot resulting from the first mortgage's foreclosure, such acquirer of title, its successors, and assigns, will not be liable for the share of Assessments chargeable to such Lot that became due prior to such title acquisition to the Lot by such acquirer, unless such share is secured by a lien for Assessments recorded prior to the foreclosed mortgage's recording. Any funds received from the Lot's judicial sale, in excess of the first mortgage lien, the court costs, and the real estate taxes, will, however, be paid over to the Association, to the extent of the unpaid Assessments due to the Association. The Lot or Owner(s) prior to the judicial sale thereof, will be and remain, after the date of the judicial sale, personally and primarily liable, jointly and severally, for the Assessments against the judicially sold Lot up to the judicial sale's date as provided in Article V, Section 5 hereof; but any unpaid Assessment share is deemed to be Common Expenses collectible from all Owners, including the acquirer of the foreclosed Lot, its/his/her successors or assigns, at the time of the first Assessment next following the title's acquisition by such mortgagee, its successor, or assigns.

Section 8. Liability for Assessments Upon Voluntary Conveyance. In a Lot's conveyance, other than a conveyance described in Article V, Section 8, the Lot's grantee is jointly and severally liable with the grantor for all unpaid Assessments levied by the Association against the grantor and the Lot, including his/her share of all Common Expenses charged against the Lot up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee, therefore. Any prospective grantee, however, is entitled to a statement from the Association, provided through the grantor, within thirty days after receipt by the Association of a request from the grantor, setting forth the amount of all unpaid Assessments, and such grantee will neither be liable for nor will the Lot conveyed be subject to a lien for any unpaid Assessments levied by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement. As used in this paragraph, "grantor" includes a decedent and "grantee" includes a devisee or heir, or any other successor or assign of a grantor.

ARTICLE VI

MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS, AND IMPROVEMENTS

Section 1. Management. The Association, through the Board of Directors, will provide the reasonable management and supervision for the Property's operation. The Association's Board of Directors will maintain such policies, programs, and procedures as it deems necessary or desirable to fully implement this Declaration and may, but is not required to, delegate all or a portion of its authority and management responsibilities to a manager, managing agent, or management company.

(a) Delegation of Authority. The Board of Directors may delegate all or any portion of the Association's authority to discharge such responsibility to a manager or managing agent. Such delegation to a managing agent may be evidenced by one or more management contracts, each of which must provide for termination, with or without cause and without termination fees, on no less than thirty days' notice and must provide for the payment of reasonable compensation to said managing agent as a Common Expense, provided, however, that no such management contract will be for a term in excess of three years.

Section 2. Association Responsibility. Except as otherwise expressly provided herein, the Association will, to the extent and at such times as the Board of Directors, in the exercise of its business judgment, determines, keep the Common Elements and such additional portions of the Property as the Association is required to maintain as set forth below, in a reasonable state of good working order, condition, and repair, in a reasonably clean, neat, safe, and sanitary condition, and in conformity with all laws, ordinances, and regulations applicable to the Common Elements, by promptly, properly, and in a good and

workmanlike manner, making all reasonable repairs and replacements and alterations and improvements necessary to comply with the foregoing. Such responsibility will include but not be limited to the following;

(a) Entrance Monuments. The Declarant constructed on easements, created for that purpose, the Entrance Monuments for the subdivision that are of a permanent nature and located at the intersection of Silverado Drive and Center Point Drive and identified as Parcel L32000100030000800 of the Greene County Records. The Association is obligated to maintain and keep in good repair the Entrance Monuments and to pay any utility charges for the lighting of the signs.

(b) Common Element Improvements. The Association is responsible for the care, custody, maintenance, regulation, and control of the Common Elements and all components thereof. The Common Elements may be subjected to such uses as will not be inconsistent with its use for water retention or signage for the Association.

(c) Storm Water Drainage and Discharge. The Association is responsible for the reasonable maintenance, service, and repair of the dry pond located on Lot 64 off Sonoma Court; identified as Parcel L32000100030024300 of Greene County, for the purposes of accepting, detaining and retaining storm water drainage and discharge across, upon and over the Property. Further, the Association has an easement to reasonably maintain, service, and repair the retention pond located behind Lots: 13 through 17, Lots 36 through 42, as indicated on the plat maps, to ensure adequate retention of any storm water drainage and discharged.

Section 3. Owner Responsibility. Except as otherwise expressly provided in this Declaration, each Owner's responsibility, at such Owner's expense, is as follows: :

(a) maintain, repair, and replace all portions of such Owner's Lot, dwelling and all installations located within or outside the dwelling and Lot but serving only such dwelling, including heating, plumbing, electrical, water, and air-conditioning fixtures and/or installations, and any utility service facilities located within the Lot boundaries or within or upon the Common Elements but serving only such Owner's Lot or dwelling, in a state of good working order, condition, and repair, in a clean, neat, safe, and sanitary condition, and in conformity with all laws, ordinances, and regulations;

(b) maintain, repair, and replace the dwelling exterior and the Lot, including, but not limited to, all doors, including the garage door, windows, skylights, glass, and the hardware thereto, all exterior lighting fixtures and light

bulbs, siding, gutters, the roof, the foundation, driveways, mailboxes, sidewalks, patios, decks and balconies, and privacy fences;

(c) maintain, water, trim, cut, and provide reasonable upkeep to all landscaping located on the Lot, including grass, trees, and shrubs, and each Owner must remove any dead trees located on the Lot;

(d) maintain, repair, and replace any improvement to the Lot, including landscaping, grass, lawns, planting beds, and hardscaping, installed by the Owner (or any predecessor Owner).

(e) must maintain, repair, and replace all individual utility meters, lines, ducts, wires, pipes, and conduits serving the dwelling and/or Lot.

(f) the working condition, maintenance, repair and replacement of the electric/gas lines, the dawn to dusk sensor for electric powered lights, the light poles, and bulbs for electric powered lamp posts or coach lights. For purposes of this section, "working condition" means, in the case of electric powered post lamps, that all bulb sockets in the post lamp will be filled with bulbs with intact filaments of the wattage called for by the manufacturer of the post lamp, that electrical service is provided to the post lamp and that the post lamp is fitted with a device to assure that the post lamp is operating between dusk and dawn or, in the case of natural gas powered post lamps, that all mantel mounts in the post lamp shall be provided with intact mantels, that the gas service to the post lamp shall be in the full open position, that natural gas service shall be provided to the post lamp and that the post lamp is illuminated between dusk and dawn.

(g) Unless maintained by a governmental, municipal, or other utility entity, the Owner must maintain, repair, and replace all storm water drainage ways, ducts, pipes, and/or conduits located on his/her Lot, even though said storm water drainage ways, ducts, pipes, and conduits may serve multiple dwellings or Lots. If any storm water drainage ways, ducts, pipes, and/or conduits are located on a Lot but also serve another Lot, the Owner must keep the storm water drainage ways, ducts, pipes, and/or conduits maintained, clean, and clear and free of debris, including yard debris, grass clippings, and the unnatural accumulation of leaves, to enable the free-flow of storm water between Lots as originally designed by the Declarant.

(h) The Owner will not change the appearance of any part of the dwelling's exterior (including, without limitation, the material constituting the exterior surface and color of the dwellings, including, but not limited to, siding, brick, shingles, stone, windows, and/or doors), and no alteration, removal, addition, or improvement can be made on or in respect to the exterior of the dwelling or Lot.

without the Board of Directors' prior, written consent, or otherwise, in strict accordance with this Declaration's Article IV and the rules.

ARTICLE VII

INSURANCE

Section 1. Scope of Insurance Coverage.

(a) Owners. Each Owner must obtain and maintain Property Insurance in full force and effect on his/her dwelling and Lot, and all improvements, installations, utilities, and fixtures attached or appurtenant to and serving only the dwelling and Lot.

(b) Association. The Association must obtain and maintain Property Insurance on all insurable improvements comprising the Common Elements.

Section 2. Risks to be Insured and Amount Thereof. All Property Insurance policies obtained by the Association and each Owner, pursuant to the requirements of Section 1 above, must protect against loss or damage by fire and other hazards now or hereafter embraced by an "all-risk" or special form policy, and all other perils, which are customarily covered by similarly constructed and situated developments in Greene County, Ohio, in an amount sufficient to cover one hundred percent, less deductible, of the replacement cost of any repair or reconstruction in the event of damage or destruction from any such casualty (excluding excavation and foundation costs and other items normally excluded from such coverage). The term "replacement cost" means the cost needed to repair or reconstruct the damaged item to the condition it was in just before the insured damage was sustained.

Section 3. Damage and Destruction.

(a) Responsibility for Repair. Notwithstanding anything to the contrary in this Declaration, if any dwelling is damaged or destroyed by any event or loss covered by the standard "all-risk" or special form endorsement, regardless of the deductible amount, the dwelling's Owner must promptly cause the damage to be repaired or restored at the Owner's sole expense. All insurance proceeds received from the Association's Casualty Insurance and/or any Owner's Casualty Insurance must first be used and applied to the repair and restoration of the Property damaged by the casualty for which such proceeds are paid. If the Owner fails to commence required repairs or if the Owner fails to diligently complete all such repairs within a reasonable time thereafter, all as determined by the Board of Directors, the Association has the right, but not the obligation, upon written notice to the Owner, to commence or complete the repairs to the dwelling's exterior, with

the Owner solely responsible for any and all costs or expenses not covered by the insurance proceeds received to be charged as an Assessment against the dwelling.

(b) Common Elements Repairs. Repair and restoration of damage or destruction to the Common Elements must be substantially made to the same or better condition of such areas as they existed immediately prior to said damage, provided that the Board of Directors may permit the use of such new or alternative materials as the Board of Directors reasonably determines are in the Association's best interest.

Section 4. Waiver of Subrogation. Each Owner and Occupant, as a condition of accepting title and possession, or either one of such, of a Lot, and the Association agree that, in the event any part(s) of the Property or the fixtures or personal property of anyone located in or on the Property are damaged or destroyed by fire or other casualty that is covered by insurance of any Owner, Occupant, or the Association, and the lessees of any one of them, as provided for in this Article VII, the rights of recovery and subrogation, if any, of any party or their respective insurance company, against the other, or against the employees, agents, licensees or invitees of any party, with respect to such damage or destruction and with respect to any loss resulting therefrom are waived to the extent of the insurance proceeds actually recovered.

Section 5. Public Liability Insurance. The Association must insure itself, all Owners, members of their respective families, and other persons residing with them in the Property, their tenants, and all persons lawfully in possession or control of any part of the Property against liability for bodily injury, disease, illness, or death and for injury to or destruction of property occurring upon, in, or about or arising out of or relating to the Common Elements. Such insurance will afford protection to a limit of not less than Two Million Dollars in respect to bodily injury, disease, illness, or death suffered by any one Person, to the limit of not less than Four Million Dollars in respect to any one occurrence and to the limit of not less than One Million Dollars in respect to damage to or destruction of property arising out of any one accident. Such insurance must contain a "severability of interest" endorsement that must preclude the insurer from denying the claim of an Owner or occupant because of negligent acts of the Association, the Board of Directors, other Owners, or occupants. Such policy will not insure against liability for personal injury or property damage arising out of or relating to the individual dwellings or Lots.

Section 6. Fidelity Insurance or Bonding. The Association must also obtain and maintain adequate insurance or fidelity bonding of all Persons who control or disburse Association funds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or manager, managing agent, or management company, at any one time, against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of Association funds. As used in this paragraph, the term "Persons who control or disburse Association funds" refers to any individual with authority

and/or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any Association account or deposit, including but not limited to, the management company's principals and employees and the president, secretary, and treasurer of the Association.

Section 7. Other Association Insurance. The Board of Directors may purchase and maintain contractual liability insurance, workers' compensation insurance, directors' and officers' liability insurance, and any such other insurance as the Board of Directors may determine is in the Association's best interest.

ARTICLE VIII

EASEMENTS

Section 1. Encroachments. If, by reason of the construction, reconstruction, repair, settlement, shifting, or other movement of any dwelling or by reason of the partial or total destruction and rebuilding of any dwelling, any part of the Common Elements encroaches upon any part of a Lot or any part of a dwelling encroaches upon any part of the Common Elements or another dwelling or, if by reason of the design or construction of the utility systems, any main pipes, electric lines, electric meters, ducts, or conduits serving a Lot encroach upon any part of any other Lot, valid easement for the maintenance of such encroachments are established. These easements exist for the benefit of the affected Lot and the Common Elements, as the case may be, so long as the encroachments exist; however, in no event will a valid easement for any encroachment be created in favor of any Owner if the encroachment occurred due to the willful conduct of said Owner.

Section 2. Accessibility. Each Lot and/or dwelling thereupon is subject to easements for access arising from necessity of Property maintenance or operation. Each Owner has the permanent right and easement to and through the Common Elements for ingress and egress to and from his Lot or dwelling and for water, sewer, gas, power, telephone, television, and other utility use now or in the future existing with the Common Elements.

Section 3. Utilities. The Board of Directors may grant easements through the Common Elements for utility purposes for the Property's benefit, including, but not limited to, the right to install, lay, maintain, repair, and replace water mains and pipes, sewer lines, gas mains, cable television, television wires and equipment, and electrical conduits and wires under, along, and on any portion of the Common Elements and each Owner grants the Association an irrevocable power of attorney to execute, acknowledge, and record, for and in the name of the Owner, such instruments as may be necessary to effectuate the foregoing.

Section 4. Applicability. All easements and rights described in this Declaration are easements appurtenant, running with the land, perpetually in full force and effect, and at all times will inure to the benefit of and be binding on the Association and any Owner, purchaser, occupant, mortgagee, and other person now or in the future having an interest in any part of the Property.

Section 5. Easements of Enjoyment; Limitations. Every Owner has a right and easement of enjoyment in, over, and upon the Common Elements that are owned by the Association, and an unrestricted right of access to and from his/her Lot and dwelling, which rights and easements will be appurtenant to and pass with the title to a Lot, subject to the right of the Board of Directors to make reasonable Rules concerning the use and management of the Common Elements, provided that no such rule will limit or prohibit the right of ingress and egress to a Lot or dwelling. Any Owner may delegate its/his/her right of enjoyment to the Common Elements and to ingress and egress to the occupants of that Owner's Lot.

Section 6. Right of Entry for Repair, Maintenance and Restoration. The Association has the right to entry and access to, over, upon, and through all the Property, including each Lot, to enable the Association to perform its obligations, rights, and duties pursuant hereto with regard to maintenance, repair, restoration, and/or servicing of any items, things, or areas of or in the Property. In the event of an emergency, the Association's right of entry to a Lot may be exercised without notice; otherwise, the Association will give the Lot's Owner(s) or occupant(s) no less than fortyeight hours advance notice prior to entering a Lot. Any costs the Association incurs as a result of the Owner's failure to comply with the terms of this Declaration will be cost of enforcement as defined by Article X, Section 2.

Section 7. Easement for Services. Non exclusive easements are hereby granted to all police, firefighters, ambulance operators, mail carriers, delivery people, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Property in the performance of their duties.

Section 8. Power of Attorney. Each Owner, by acceptance of a deed to a Lot, appoints the Association's president, as his/her attorney-in-fact, to execute, deliver, acknowledge, and record for and in such Owner's name, such deeds of easement, licenses, permits, and other instruments as may be necessary or desirable, in the Board of Directors' sole discretion, or its authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every Owner, the Association, and real estate to which it is applicable, runs with the land, or coupled with interest and is irrevocable.

Section 9. Existing Easements. The easements and grants provided herein in no way affect any other recorded grant or easement, including those easements granted in or by the Original Declaration, the plat maps, or other instrument executed by the Declarant and recorded with the Greene County Recorder. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation will not defeat or fail to reserve said rights or easements, but the same will be deemed conveyed or encumbered, as the case may be, along with the Lot.

ARTICLE IX

AMENDMENTS

Section 1. In General. Except as provided for in Ohio Revised Code Chapter 5312 and 1702, this Declaration may be amended upon the filing for record with the Greene County Recorder of a document that sets forth the specific item or items to be amended and any new matter or provision to be added to the Declaration and Bylaws. Prior to the recording of the amendment document, the Board of Directors must submit the proposed amendment(s) to the Owners, by regular mail, hand delivery, electronic mail, or other method of delivery provided for or permitted under State law, for their consideration and consent. Owners entitled to exercise at least majority of the Association's total voting power must consent to the amendment in writing, which writing may be returned to the Association by regular mail, hand delivery, electronic mail, or other method of delivery provided for or permitted under State law. The final amendment document must be signed by the two officers with the same formalities as this instrument and must refer to the instrument number in which this instrument and its attached exhibits are recorded. Any amendment becomes effective upon the recordation of the amendment in the Office of the County Recorder of Greene County.

Section 2. Board of Directors Amendments. Notwithstanding anything in Section 1 above to the contrary, without a vote of the Owners, the Board of Directors may amend the Declaration in accordance with and to the extent permitted by Chapter 5312.

Section 3. Limitation on Owner Challenge. Any Owner who is aggrieved by any amendment to the Declaration may commence a declaratory judgment action to have the amendment declared invalid; however, any such action must be filed in the Greene County Court of Common Pleas within one year from the date of the recordation of the amendment with the Greene County Recorder's Office.

ARTICLE X

REMEDIES FOR VIOLATIONS

Section 1. Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Board of Directors or the breach of any covenant or provision contained in this Declaration, the Bylaws, or the Rules, gives the Board of Directors, on behalf of the Association, in addition to the rights hereinafter set forth in this Declaration, the right-

(a) To enter upon or in a Lot (including the exterior of any dwelling but not a dwelling's interior) upon which, or as to which, such violation or breach exists and to summarily abate, remediate, restore, maintain, and/or remove, at the Owner's expense, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, the Bylaws, or the rules, and the Association, its Board of Directors, or its agents, will not be thereby deemed guilty in any manner of trespass?

(b) To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach?

(c) To effect and to cause the effectuation of reasonable sanctions, including, but not limited to, the imposition of reasonable penalty or enforcement Assessments, as may be further defined in the rules, payable to the Association, after notice and a reasonable opportunity to be heard is provided, and/or the enforcement by the Police of municipal ordinance all as may be deemed necessary or proper to secure and compel compliance with this Declaration, Bylaws, or Rules, as well as to deter continued non-compliance with this Declaration, the Bylaws, or the Rules.

(d) To promulgate rules to effect and to cause the effectuation of reasonable sanctions, including, but not limited to, the imposition of reasonable penalty or enforcement Assessments, as may be further defined in the rules or Chapter 5312, payable to the Association, after notice and a reasonable opportunity to request a hearing (and if so requested, to be actually heard) is provided, the removal of personal property from the Common Elements, when the continued presence of such property in the Common Elements is a violation or breach of the Declaration, Bylaws, or Rules, and/or the enforcement by the Police of municipal ordinance? all as may be deemed necessary or proper to secure and compel compliance with this Declaration, Bylaws, or Rules, as well as to deter continued non-compliance with such Declaration, Bylaws, or Rules.

(e) To suspend the voting privileges of an Owner and his/her proxy.

Section 2. Cost of Enforcement. If any Owner (either by his/her own conduct or by the conduct of any occupant(s), tenant(s), residents), guest(s) or employee(s) of his/her Lot) violates any provisions in this Declaration, the Bylaws or the rules, said Owner must pay to the Association, in addition to any other sums due, including all costs of repair or removal and any penalty or enforcement Assessments, all costs and expenses incurred by the Association in connection with the enforcement of said provision or Rule, including, without limitation, reasonable attorneys' fees and court costs. Said costs and expenses are charged as an Assessment against said Owner's Lot. The Association, in addition to all other remedies available, will have the right to place a lien upon the estate or interest of said Owner for all costs and charges provided for in this Paragraph as further explained and set forth in Article V of this Declaration.

Section 3. Cure by Association. If any Owner fails to perform any act that he/she is required to perform by this Declaration, the Bylaws or the rules, the Association, through the Board of Directors, may, but is not obligated to, undertake such performance or cure such violation, and will charge and collect from said Owner the entire cost and expense, including reasonable attorneys' fees, of such performing or cure incurred by the Association. Any such amount will be deemed to be an additional Assessment upon such Owner and will be due and payable within ten days following notification of such charge becomes due and payable, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for Common Expenses.

Section 4. Suspension of Voting Rights. The Association has the power, right, and authority to suspend the voting rights of an Owner as set forth in Article III, Section 2 of this Declaration.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association and any Owner has the right to enforce, by any proceeding at law or in equity, the restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. All remedies specified in this Declaration are non-exclusive and in addition to any other remedies available in law or equity. Failure by any person to enforce any covenant or restriction will in no event be deemed a waiver of the right to do so thereafter.

Section 2. Headings. The heading to each section and each subsection hereof is inserted only as a matter of convenience and reference and in no way defines, limits, or describes the scope of intent of this Declaration or in any way affects this Declaration.

Section 3. Notices and Other Communications.

(a) Service of Notices on the Association and Board of Directors. All notices required or permitted by the Declaration or Bylaws, to the Association or the Board of Directors, must be made in writing and sent by regular U.S. mail, first-class postage prepaid, to the Board President, to any two other Board members, to the Association at the address of the Property, to the Association's manager or management company, if any, or to any other address as the Board of Directors may designate by written notice to all Owners.

(b) Service of Notices on Owners. All notices required or permitted by the Declaration or Bylaws to any Owner will be in writing and is deemed effectively given if it has been (1) personally delivered to the Owner, (2) placed under or attached to the front or main entry door of the Owner's Lot dwelling, (3) sent by regular U.S. mail, first-class postage prepaid, to the Owner's Lot address or to another address the Owner designates in writing to the Board of Directors, or (4) delivered in accordance with Paragraph (c) below. If there is more than one person owning a single Lot, a notice given to any one of those several persons is deemed to have been given personally to all of the persons owning an interest in the Lot.

(c) New Communication Technologies.

(i) Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted or approved by the Board of Directors, as well as by Ohio and federal law, now or in the future, in addition to the methods described in Paragraphs (a) and (b) above, the following may be accomplished using electronic mail or other transmission technology available at that time that is a generally accepted business practice:

- (1) any notice required in the Declaration or Bylaws to be sent or received:
- (2) any signature, vote, consent, or approval required to be obtained: and
- (3) any payment required to be made by the Declaration or Bylaws.

(ii) The use of electronic mail or other transmission technology is subject to the following:

(1) The Association may use electronic mail or other transmission technology to send any required notice only to Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices, including any notice of delinquency of any payment due, in accordance with Paragraph (b) above.

(2) For voting on matters the Association may provide for voting by electronic mail or other transmission technology. However, voting for the election of Directors can be conducted by electronic mail or other electronic voting technology only to the extent, if any, as explicitly permitted and provided for in the Bylaws.

(3) An electronic mail or transmission technology to an Owner is not considered delivered and effective if the Association's transmission to the Owner fails two consecutive times, e.g., the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Owner becomes known to the person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Owner in accordance with Paragraph (b) above.

Section 4. Covenants Running with the Land. Each grantee, lessee, or contractée of any interest whatsoever in any part of the Property, by the acceptance of a deed of conveyance, lease, or contract in respect to any interest in any part of the Property accepts the same, subject to all restrictions, conditions, covenants, reservations, liens, and charges provided for in this Declaration. The jurisdiction, rights, and powers created or reserved by this Declaration, and all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed will be deemed and taken to be covenants running with the land, and will bind any person having at any time any interest or estate in the Property, and will inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed, lease, and contract.

Section 5. Waiver. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration are deemed to be abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 6. Severability. The invalidity of any covenant, restriction, condition, limitation, or any other provisions of this Declaration, or of any part of the same, does not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration.

Section 7. Duration. The easements, covenants, conditions, and restrictions created by this Declaration are perpetual, unless amended pursuant to the provisions of Article IX, above.

Section 8. Priority of Documents. In the event of any inconsistency between this Declaration, the Association's Articles of Incorporation, and the Bylaws, the provisions of this Declaration prevail over the Articles of Incorporation and the Bylaws, and the Bylaws prevail over the Articles of Incorporation.

Section 9. Construction. Wherever the masculine singular form of the pronoun is used in this Declaration or the attached Bylaws, it is construed to mean the masculine, feminine, or neuter, singular or plural, as the context so requires.

Section 10. Interpretation. The provisions of this Declaration, and the Exhibits attached hereto, including the Bylaws, will be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class community, provided, however, that the language used will not be strictly construed against the Association, the Board of Directors or any Lot or Owner.

Section 11. Scrivener's Corrections. Scrivener reserves unto itself the right to make corrections or changes in this Declaration and any of the Exhibits attached hereto, including the attached Bylaws, which arise due to typographical mistakes or scrivener errors. Said changes may be made by Scrivener, despite the fact it does not own an interest of the Association's voting power but will only be done if said changes do not materially affect the ownership interest of anyone else.

LEGAL DESCRIPTION

White Fence Farm Section One

Situate in the Township of Sugarcreek, County of Greene, in the State of Ohio and being Lots numbered One (1) to Twenty-six (26), inclusive, of White Fence Farm, Section One, as recorded in Plat Cabinet "34", Pages 322B -323A of the Plat Records of Greene County, Ohio.

Parcel Number	Lot Number	Parcel Number	Lot Number
L32000100030016600	1	L32000100030018100	16
L32000100030016700	2	L32000100030018200	17
L32000100030016800	3	L32000100030018300	18
L32000100030016900	4	L32000100030018400	19
L32000100030017000	5	L32000100030018500	20
L32000100030017100	6	L32000100030018600	21
L32000100030017200	7	L32000100030018700	22
L32000100030017300	8	L32000100030018800	23
L32000100030017400	9	L32000100030018900	24
L32000100030017500	10	L32000100030019000	25
L32000100030017600	11	L32000100030019100	26
L32000100030017700	12		Silverado
L32000100030017800	13		Drive
L32000100030017900	14		Common
L32000100030018000	15	L32000100030000800	Area

White Fence Farm Section Two

Situate in the Township of Sugarcreek, County of Greene, in the State of Ohio and being Lots numbered Twenty-seven (27) to Forty-two (42), inclusive, of White Fence Farm, Section Two, as recorded in Plat Cabinet "30", Pages 101A-102A of the Plat Records of Greene County, Ohio.

Parcel Number	Lot Number	Parcel Number	Lot Number
L32000100030019800	27	L32000100030020600	35
L32000100030019900	28	L32000100030020700	36
L32000100030020000	29	L32000100030020800	37
L32000100030020100	30	L32000100030020900	38
L32000100030020200	31	L32000100030021000	39
L32000100030020300	32	L32000100030021100	40
L32000100030020400	33	L32000100030021200	41
L32000100030020500	34	L32000100030021300	42

White Fence Farm Section Three

Situate in the Township of Sugarcreek. County of Greene, in the State of Ohio and being Lots numbered Forty-three (13) to Sixty-one (61). inclusive. of White Fence Farm, Section Three, as recorded in Plat Cabinet "30". Pages 192B193B of the Plat Records of Greene County, Ohio.

Parcel Number	Lot Number	Parcel Number	Lot Number
L32000100030022100	43	1212000100030023100	53
L32000100030022200	44	L32000 100030023200	54
L320001 00030022300	45	1232000100030023300	55
L32000100030022400	46	L32000 100030023400	56
L32000100030022500	47	1232000100030023500	57
L32000100030022600	48	1232000100030023600	58
L32000100030022700	49	L32000100030023700	59
L32000100030022800	50	L32000 100030023800	60
L32000100030022900	51	1232000100030023900	61
L32000100030023000	52		

White Fence Farm Section Four

Situate in the Township of Sugarcreek. County of Greene, in the State of Ohio and being Lots numbered Sixtytwo (62) to Seventy-seven (77), inclusive, of White Fence Farm, Section Four, as recorded in Plat Cabinet "30", Pages 299A-300A of the Plat Records of Greene County, Ohio.

Parcel Number	Lot Number
L32000100030024100	62
L32000100030024200	63
L32000100030024300	64 Detention Basin
L32000100030024400	65
L32000100030024500	66
L32000100030024600	67
L32000100030024700	68
L32000100030021800	69
L32000100030024900	70
L32000100030025000	71
L32000100030025100	72
L32000100030025200	73
L32000100030025300	74
T 232000100030025400	75
L32000100030025500	76
L32000100030025600	77

DESCRIPTION CHECK
 Greene County Engineer's Tax Map Dept
 ----- Legally Sufficient As Described
 ----- Legally Sufficient With Corrections Needed
 ----- Legally insufficient, New Survey Required
 By: [Signature] Date: 2/7/15
 PAR ID: DIST 3K PG PAR

See parcel #s above

END
W, Of
342 *

KAMAN & CUSIMANO
8101 NORTH HIGH STREET
SUITE 370
COLUMBUS, OH 43235
Inst #2023009950

Kaman : Cusimano