

DECLARATION OF SUBDIVISION

**ESTABLISHING COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THE PROJECT KNOWN AS**

MARION ACRES SUBDIVISION

Prepared by:

**Michael A. Staudt
FAULKNER, GARMHAUSEN, KEISTER & SHENK
A Legal Professional Association
Courtview Center - Suite 300
100 South Main Avenue
Sidney, OH 45365
Email: mstaudt@fgks-law.com
Phone: 937/492-1271
Fax: 937/498-1306**

**DECLARATION OF COVENANTS,
CONDITIONS AND, RESTRICTIONS**

MARIA STEIN DEVELOPMENT, LTD., an Ohio limited liability company ("Declarant"), and ERIE CABLE SERVICES, LLC, an Ohio limited liability company, are the Owners in fee simple of certain real property located in Marion Township, Mercer County, Ohio, known by official plat description as Marion Acres Subdivision, pursuant to a record plan filed for record on February 8, 2012 in Plat Instrument No. 201200000637 of the Mercer County, Ohio Plat Records ("Subdivision"), the legal description of which real property is attached hereto as Exhibit A.

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the Lots constituting the Subdivision, Declarant and Erie Cable Services, LLC hereby declare that all of the real property described above together with such additional property as may be added to the Subdivision pursuant to Article VIII of the Declaration, and each part thereof shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof. This Agreement and the easements, covenants, conditions, and restrictions set forth in this Declaration shall not be binding upon any other land owned by Declarant other than the land contained within the Lots in the Subdivision, even though the other land may be contiguous with the land in the Subdivision.

Definitions

The terms used in this document shall have these meanings, unless the context requires otherwise:

1. "Articles" and "Articles of Incorporation" mean the articles, filed or to be filed with the Secretary of State of Ohio, incorporating Marion Acres Homeowner's Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from time to time. A true copy of the Articles are attached hereto as Exhibit B.
2. "Association" and "Marion Acres Homeowner's Association" mean the corporation not-for-profit created by the filing of the Articles.
3. "Association Organizational Documents" means these Covenants, Declaration, and the Articles and Bylaws of the Association.
4. "Board" and "Board of Directors" mean those persons who, as a group, serve as the board of directors of the Association.
5. "Builder" means any person or entity (including the Declarant) that acquires a Lot for the purpose of improving that Lot and erecting a Dwelling Unit thereon for resale to an Owner.
6. "Bylaws" mean the by-laws of the Association, as the same may be lawfully amended from time to time, which serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the Bylaws are attached hereto as Exhibit C.
7. "Common Elements" means any property, whether it be real or personal, owned by the Association in fee, or in which the Association and or the members have an easement to use, or which the Association has an obligation to maintain. Common Elements shall include, without limitation: (a) real property owned in fee by the Association; (b) entrance features constructed by the Declarant and all easement areas related thereto; and (c) detention basins and storm water drainage areas and all easement areas related thereto.

8. **"Declarant"** means Maria Stein Development, Ltd., an Ohio limited liability company, and its successors and assigns, provided that the rights specifically reserved to Declarant under these Covenants, or under any other Association Organizational Documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

9. **"Declaration"** or **"Covenants"** means this instrument.

10. **"Director"** and **"Directors"** mean that person or those persons serving, at the time pertinent, as a director or directors of the Association.

11. **"Lot"** or **"Lots"** mean one or more of Lots numbered 1 through and including 8 and Lots numbered 10 through and including 12 (it being specifically intended that Lots 9 and 13 not being included in or subject to this Declaration) of Marion Acres Subdivision, as such Lots are numbered and delineated on the recorded plat thereof (the "Plat"), of record in Plat Instrument No. 201200000637 in the Recorder's Office, Mercer County, Ohio, and the portion of any later phase of Marion Acres Subdivision, which portions have been submitted by the Declarant to the jurisdiction of these restrictions.

12. **"Lot owner"** and **"Lot owners"** mean that person or those persons owning a fee-simple interest in a Lot or Lots, each of whom is also a "member" of the Association, as defined in Ohio's non-profit corporation statutory act.

13. **"Occupant"** means a person or entity lawfully residing in a dwelling on a Lot, regardless of whether that person is a Lot owner, and any agents, guests, invitees, customers, officers or employees of an Occupant.

14. **"Person"** means a natural individual, corporation, partnership, director, or other legal entity capable of holding title to real property.

15. **"Subdivision"** means the portion of Marion Acres Subdivision, as shown on the recorded Plat, excepting Lot 9 and Lot 13 identified on such Plat, and the portion of any later phase of Marion Acres Subdivision, which portions have been submitted by the Declarant to the jurisdiction of these restrictions.

16. **"Turnover Date"** means the date selected by the Declarant, in its sole discretion but no later than the date required pursuant to Section 7.2(d), below, for the Declarant to relinquish control over the selection and removal of the Association's Directors.

ARTICLE I. RESTRICTIONS

The following restrictions are applicable to the use and occupancy of the Lots.

1.1 **Compliance with Laws.** No improper, offensive or unlawful use shall be made of the Subdivision or any part thereof. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction over any portion of the Subdivision shall be observed and complied with, by and at the expense of all Owners and Occupants.

1.2 **Applicability of Zoning Regulations and Ordinances.** Land use of all Lots is governed by the Zoning Regulations and other ordinances for the Township of Marion, Mercer County, Ohio as presently enacted or hereafter amended. Such regulations and ordinances may in certain respects be more strict or stringent than these covenants and restrictions, and these covenants and restrictions shall not be deemed to relieve the Owner of its obligation to comply with any applicable regulations and ordinances.

1.3 **Common Elements Uses.** Common Elements owned by the Association or over which the Association has an easement, shall be held and operated for the benefit of the Declarant and the Lot Owners and

Occupants and their agents, servants, customers, invitees and licensees, subject to such rules and regulations as may from time to time be promulgated by the Board.

1.4 Plat Covenants and Restrictions. All Lots and Lot Owners shall be subject to the terms and conditions of all covenants and restrictions which are filed for record and constitute a part of the Plat together with any and all other covenants and restrictions identified on any plat of any later phase of Marion Acres Subdivisions which have been submitted by the Declarant to the jurisdiction of these restrictions. To the extent that there is any conflict between the terms and conditions of any plat covenants and restrictions and the terms and conditions of this Declaration, the terms and conditions of this Declaration shall control.

ARTICLE II. OWNERS' ASSOCIATION

2.1 Establishment of Association. The Association has been formed to be and to serve as the Lot owners' association for the Subdivision.

2.2 Membership. Membership in the Association shall be limited to the Declarant and the Lot owners. Every person or entity who is or becomes a record owner of a fee or undivided fee-simple interest in a Lot is a Lot owner and shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and transfer of a Lot shall automatically transfer membership to the transferee.

2.3 Voting Rights. Prior to the Turnover Date, all voting power in the Association shall be vested in the Declarant. From and after the Turnover Date, each Lot owner, including the Declarant, shall be entitled to one vote for each Lot owned in fee simple and a proportionate part of a vote for ownership of a fractional fee-simple interest in a Lot, provided, that unless timely challenged by an owner of a fractional fee-simple interest in a Lot, any owner of a fee-simple interest in that Lot may cast the entire vote with respect to that Lot.

2.4 Board of Directors. The Board initially shall be those three persons named as the initial Directors pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by Declarant. Because of the substantial financial undertakings of the Declarant, the Declarant shall continue to control the makeup of the Board until the Turnover Date selected by the Declarant. From and after the Turnover Date, there shall be three Directors elected by the Lot owners, which Lot owners shall include the Declarant as the owner of any unsold Lots. Such Directors must be owners, the spouses of owners, or the principal, member, partner, director, officer, trustee or employee of an owner which is not an individual, or any other party which Ohio law permits to be a member of the Board. The terms of the three directors shall be staggered so that the terms of one-third of the Directors will expire and successors be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the three directors whose term then expires shall be elected to serve three-year terms.

2.5 Authority. The Board shall have all authority to manage, maintain, repair, replace, alter and improve, and, with the approval of Owners of Lots holding a majority of the voting power of the Association, convey, any Common Elements and do all things, and exercise all rights provided by the Association Organizational Documents and permitted by Ohio Law that are not specifically reserved to Lot owners, and to assess and collect funds for the payment of all costs and expenses incurred in connection therewith. The Board shall have the authority to borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan including, without limitation, the conveyance of a security interest in the Common Elements and the assignment of the right of the Association to levy assessments upon Lots in the Subdivision, without requirement for approval by the members. Prior to the Turnover Date, the Board shall not enter into any contract affecting the Association after the Turnover Date, unless terminable without penalty on ninety-day notice.

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

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

Any such indemnification shall not be deemed exclusive of any other rights to which such person may be entitled under law, any agreement, or any insurance purchased by the Association, or by vote of Lot owners, or otherwise.

ARTICLE III. MAINTENANCE AND REPAIR

3.1 Common Elements. The Common Elements include (but are not necessarily limited to) storm water detention basins and green space surrounding such basins, irrigation systems, wells and well pump systems, lighting and electrical on or for Common Elements, any area containing entry signs for the Subdivision or other decorative signs, and other landscaping and improvements within any portion of the Common Elements.

3.2 Maintenance of Common Elements by the Association. Except as provided herein, the Association shall have the right but not the obligation to maintain, repair and replace all Common Elements to the extent that the Board, in the exercise of its duty to use ordinary care and prudence in the management of the property and affairs of the Association, allocates funds therefore, including, without limitation, the maintenance of Common Elements owned by the Association, and the maintenance and landscaping of any entrance features constructed by the Declarant or the Association.

Subject to the right of the Association to maintain, repair and replace all Common Elements, the Lot Owners upon which any Common Elements or easement areas containing Common Elements shall provide routine maintenance, mowing and cleanup of such Common Elements and easement areas so as to keep such Common Elements and easement areas in a well groomed, clean and attractive setting. Notwithstanding the foregoing, the Association shall have right to maintain the Common Elements and easement areas in such manner as it deems appropriate including but not limited to the power to keep the Common Elements and easement areas free from debris and obstruction, to remove any obstruction which may be placed in the Common Elements and to take such other corrective action as may be necessary to permit proper drainage and detention of storm water

through the Subdivision and to maintain all improvements within the Common Elements and easement areas relating to landscaping and signs identifying the Subdivision.

3.3 Regulations of Common Elements. The Association shall have the right to establish rules regarding the use of any portion of the Common Elements, provided such rules are not in conflict with any provision contained in this Declaration, and are reasonably established to protect the safety and welfare of the Owners and their guests, or are established to assure the continued service of the Common Elements for the purpose for which they were designed.

3.4 Lot Owners' Responsibility. The owners of Lots shall be responsible for the maintenance of their respective Lots and all improvements thereon which are not designated as Common Elements.

ARTICLE IV. UTILITY SERVICES

4.1 The Association shall arrange for the provision of utility services to the Common Elements under its control, and shall pay the costs of such services separately metered to the Association by the utility company.

ARTICLE V. INSURANCE

5.1 Fire and Extended Coverage Insurance. The Board shall have the authority to and shall obtain appropriate property insurance for Common Elements which are owned by the Association, and any entrance features constructed by the Declarant or the Association, against loss as are ordinarily insured against by standard extended coverage endorsements, and all other perils which are customarily covered with respect to projects similar in construction, location and use, in amounts as determined appropriate by the Board. This insurance shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Directors, and all Lot Owners and Occupants, and the rights of the various parties to collect pursuant to such insurance shall not be prejudiced by the acts or failure to act of any Lot Owner, Director or Officer of the Association, or any person under the control of the Association.

5.2 Liability Insurance. The Board shall have the authority to and shall obtain appropriate general liability insurance regarding occurrences on property in the control of the Association with such limits as the Board may determine. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Lot owner because of negligent acts of the Association, the Board, or other Lot owners and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of any Common Elements, and legal liability arising out of lawsuits related to employment contracts of the Association.

5.3 Other Association Insurance. In addition, the Board shall purchase Directors and Officers liability insurance, provided the same is available at reasonable cost, and may purchase and such other insurance as the Board may determine.

5.4 Cost of Insurance a Common Expense. The cost of insurance obtained by the Association shall be a common expense, payable by the Association. Certificates evidencing such insurance shall be issued to each Lot Owner and mortgagee upon request.

ARTICLE VI. GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

6.1 Right of Entry for Repair, Maintenance and Restoration. The Association shall have an easement and right of entry and access to, over, upon and through all of the Lots to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, and replacement of any property owned by the Association or which the Association is obligated to maintain.

6.2 Easements for Utilities and Landscaping. There is hereby created upon, over and under all of the Lots, easements to the Association for ingress and egress to the Lots, and for the installation, replacing, repairing and maintaining of all utility lines and equipment thereon. It shall be expressly permissible for the Association to grant to the providing company permission to construct and maintain the necessary poles and equipment, wires, circuits and conduits on, above, across and under the Lots so long as such poles, equipment, wires, circuits and conduits do not unreasonably interfere with the use and enjoyment of the Lots. Should any utility company furnishing a service request a specific easement by separate recordable document, the Board shall have the right to grant such easement without conflicting with the terms hereof. Easements for the installation and maintenance of utilities, landscaping and drainage facilities are reserved as shown on the plat of the Subdivision. No structure or other materials or improvements, including fencing, that may damage or interfere with the installation and maintenance of utilities or landscaping shall be placed or permitted to remain within these easements. The easement area of each Lot shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility are responsible.

6.3 Easement for Maintenance. The Association shall have an easement over, under, and through all Lots and Common Elements, for ingress and egress and to allow the Association to perform its maintenance and exercise its rights as set forth in this Declaration.

6.4 Signage Area Easement and Detention Basin Easement. Every Owner or Lot on which detention basins are located or on which signage is located hereby grants, conveys, and assigns to the Association an easement and right-of-way over the Lot for purposes of access to detention basins or signage and for performing any landscaping, maintenance, and/or repair to such detention basins or signage and signage area.

6.5 Power of Attorney. Each Lot owner, by acceptance of a deed to a Lot, hereby irrevocably appoints the President of the Association, as his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Lot owner, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion of the Board, to further establish or effectuate the foregoing easements. This power is for the benefit of each and every Lot owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

6.6 General. The easements and grants provided herein shall in no way affect any other recorded grant or easement.

ARTICLE VII. ASSESSMENTS AND ASSESSMENT LIENS

7.1 Types of Assessments. The Declarant, for each Lot, hereby covenants, and each Lot owner, by acceptance of a deed to a Lot, (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association:

- (a) Initial assessment,
- (b) annual operating assessments,
- (c) special assessments for capital improvements, and
- (d) special individual Lot assessments,

all of such assessments to be established and collected as hereinafter provided.

7.2 Initial Assessment and Annual Operating Assessments Prior to Turnover Date.

(a) At the time of closing of a Lot from a Builder, the purchaser of such Lot shall be assessed the sum of Two Hundred Dollars (\$200.00) as such purchaser's initial contribution to the Association ("Initial Assessment"). This Assessment may be used by the Association for any purpose set forth in Section 7.3. Such Initial Assessment is not an advance payment of the Annual General Assessment, and it will not be held in

any sort of trust or reserve account. Neither Declarant nor any Builder shall be subject to or required to pay the Initial Assessment.

(b) Commencing upon the filing of this Declaration with the Mercer County Recorder through the Turnover Date, the owners of all Lots which have been conveyed by the Declarant shall pay annual installments of operating assessments in such amounts as are determined by the Board from time to time, in advance, on or before the first day of each year. The amount of the initial annual operating assessments shall be \$200.00 but such assessment amount shall be subject to change in the sole discretion of the Board.

(c) Until such Turnover Date, the Declarant shall not pay any assessments with respect to such Lots owned by it or conveyed by it to persons or entities affiliated with the Declarant or one of Declarant's members or to entities in which a member of the Declarant owns an equity interest. Declarant also reserves the right to waive assessments for Lots sold to builders provided that any such waiver shall be terminated and assessments commenced for such Lot upon the sale or occupancy of any residence constructed on such Lot.

(d) The Turnover Date shall be that date, on or prior to the conveyance to purchasers of 100% of all lots submitted or reasonably estimated by the Declarant to be submitted, to the jurisdiction of this Declaration, selected by the Declarant, in its sole and absolute discretion. The Turnover Date shall be communicated to the Association in writing by the Declarant, as the date after which control of the Association, and the right to select, remove and replace Directors, will be turned over to the owners of Lots.

7.3 Annual Operating Assessments After the Turnover Date.

(a) Promptly after the Turnover Date, and thereafter, prior to the beginning of each fiscal year of the Association, the Board shall estimate the expenses of the Association consisting of the following:

- (i) the estimated next fiscal year's cost of the maintenance, repair, replacement, and other services to be provided by the Association;
- (ii) the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;
- (iii) the estimated next fiscal year's costs for utility services charged to or otherwise properly payable by the Association;
- (iv) the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded;
- (v) the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board; and
- (vi) an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of major capital items in the normal course of operations without the necessity of a special assessment, unless owners exercising a majority of the voting power of the Association waive the reserve requirement for the year in question.

(b) The Board shall thereupon allocate the remaining expenses among all Lots which have been conveyed by the Declarant or, if not yet conveyed, are occupied by residents. As a Lot is conveyed such purchaser shall, on the first day of the first month following such conveyance, commence paying assessments equal to those being charged to the owners of other Lots conveyed pro rated for the remainder of the year.

(c) The annual operating assessment appurtenant to a Lot shall be payable in advance, in such installments as determined by the Board. The due dates of any such installments shall be established by the Board.

(d) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Lots in proportion to the regular assessments.

(e) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Lot owners.

7.4 Special Assessments for Capital Improvements.

(a) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on or constituting a part of the Common Elements required to be replaced by the Association, to the extent that reserves therefore are insufficient.

(b) Any such assessment shall be divided equally among all Lots and shall become due and payable on such date or dates as the Board determines following written notice to the Lot owners.

7.5 Special Individual Lot Assessments.

(a) In addition to Annual Operating Assessments and Special Assessments for Capital Improvements, the Board may levy an assessment against an individual Lot, or Lots for any of the following:

(i) 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;

(ii) Costs associated with the enforcement of the Declaration or the rules and regulations of the Association, including, but not limited to, attorney's fees, court costs, and other expenses;

(iii) Costs or charges the Declaration or Bylaws permit.

7.6 Procedures for Levying Charge for Damages or Enforcement Assessment.

(a) Notice. Prior to imposing charges for damages to the Common Elements or other property, or assessments for the enforcement of violations of the provisions of the Declaration, Bylaws or rules and regulations of the Association, the Board shall give the Owner of the Lot written notice containing all of the following:

(i) A description of the property damaged or the violation;

(ii) The amount of the proposed charge or assessment;

(iii) A statement that the Owner has a right to a hearing before the Board to contest the proposed charge or assessment;

(iv) A statement setting forth the procedures to request a hearing; and

(v) A reasonable date by which the Lot Owner must cure the violation to avoid the proposed charge or assessment, if such an opportunity to cure is applicable.

(b) Hearing. A Lot Owner may request a hearing by delivering written notice of such request no later than the tenth day after receiving the notice provided in Subsection 7.6(a) of this Section. If the Lot Owners fail to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose a charge for damages or an enforcement assessment referenced in the notice provided in Subsection 7.6(a) of this Article, or may allow a reasonable time to cure the violation before imposing a charge or assessment. If a Lot Owner requests a hearing, the Board shall not levy the charge or assessment before holding a hearing, and will, at least seven days prior to the hearing, provide the Lot Owner with a written notice of the date, time and location of the hearing. Within 30 days following a hearing at which the Board imposes a charge or assessment, the Board shall deliver a written notice of the charge or assessment to the Lot Owner.

(c) Manner of Notice. Any notice required under this Section to be served:

(i) upon the Lot Owners shall be delivered personally to the Lot Owner or any Occupant of the dwelling unit on the Lot, or mailed by certified mail, return receipt requested, or by regular mail, to the Owner at the address of the Lot, provided that if the Owner has provided the Association with an alternate address, all such notices shall be mailed by certified mail, return receipt requested, or ordinary mail to the Owner at such alternative address.

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

7.7 Effective Date of Assessments. Any assessment created pursuant to this Declaration shall be effective on the date determined by the Board. Written notice of the amount of any assessment shall be sent by the Board to the Lot owner subject thereto at least ten days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice shall be mailed or delivered to a Lot owner's Lot unless the Lot owner has delivered written notice to the Board of a different address for such notices, in which event the Board shall mail such notice to the last designated address. Failure of the Association to provide such notice within the above-described time periods, or failure of the Lot Owner to receive such notice, for whatever reason, shall not be a defense to the Lot owner's obligation to pay such assessment.

7.8 Effect of Nonpayment of Assessment; Remedies of the Association.

(a) If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice, may (i) declare the entire unpaid balance of the assessment immediately due and payable; (ii) charge interest on the entire unpaid balance, (or on an overdue installment, alone, if it hasn't exercised its option to declare the entire unpaid balance due and payable), at the highest rate of interest then permitted by law, or at such lower rate as the Board may from time to time determine; (iii) charge reasonable return check charges and late fees, as determined from time to time by the Board; and (iv) restrict voting privileges and the use of any recreational facilities by the Owners and Occupants of the Lot. Such privileges and use may be restricted until the assessments with respect to the Lot have been paid.

(b) Annual operating and both types of special assessments, together with interest, late charges and costs, shall be a charge and a continuing, perfected lien in favor of the Association upon the Lot against which each such assessment is made. (Whenever the term "costs" is used herein, it shall include, without limitation, reasonable attorneys' fees incurred by the Association, to the extent that the recovery of such fees is not prohibited by Ohio law.) Such lien shall be considered to be perfected upon the date levied by the Board, and shall run with the land until paid.

(c) At any time after an installment of an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien may be filed with the

Recorder of the county in which the Lot is located, pursuant to authorization given by the Board. The certificate shall contain a description of the Lot for which Assessments are unpaid, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments, interest, late charges and costs, and shall be signed by the president or other officer of the Association.

(d) Each such assessment together with interest, late charges and costs, shall also be the joint and several personal obligation of the Lot owners who owned the Lot at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that owner or owners' successors in title unless expressly assumed by the successors, provided, however, that the right of the Association to any lien upon the Lot for non-payment of Assessments, and the right of the Association to suspend the voting privileges and restrict the use of Common Elements by the Owners and Occupants of such Lot shall not be impaired or abridged by reason of the transfer.

(e) The Association, as authorized by the Board, may pursue any other remedy available to the Association pursuant to Ohio law, and without limiting the generality of the foregoing, may bring an action at law against the owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these or other remedies. In any foreclosure action, the owners and Occupants shall be required to pay a reasonable rental for that Lot during the pendency of such action, and the Association, in any such action, shall be entitled to become a purchaser at the foreclosure sale.

(f) No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of any facilities of the Association, or by abandonment of his, her or its Lot.

7.9 Priority of Lien. The lien of the assessments and charges provided for herein 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 foreclosed in the same manner as a mortgage on real property in an action brought by the Association.

7.10 Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the assessments on a specified Lot have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

7.11 Advancements By Declarant. Declarant recognizes that until a sufficient number of Lots are conveyed to Owners, the expenses of the Association to maintain the Common Elements may be greater than the amount assessed. Declarant, at its option, may advance funds to the Association in such amounts as are appropriate to pay the maintenance expenses of the Association. Such advances shall be recognized by the Board of Trustees of the Association as a loan repayable at such time and in such installment amounts, together with reasonable interest, as Declarant shall determine; it being Declarant's intention to permit the Association to operate and maintain the Common Elements for the benefit of all Lot Owners in the early phases of the Subdivision.

ARTICLE VIII. ANNEXATION OF ADDITIONAL PROPERTY

8.1 Future Annexation by Declarant. Declarant reserves the right at any time, and from time to time, to add real property which may hereafter be acquired by Declarant to this Declaration so that such additional property will become in all respects part of the Subdivision.

8.2 Reservation of Right to Amend Declaration. Declarant hereby reserves the right at any time, and from time to time, to amend this Declaration in such respects as Declarant may deem advisable so as to include any real property hereafter acquired by the Declarant and the improvements constructed thereon as part of the Subdivision. Declarant further reserves the right from time to time to amend this Declaration in such respects as Declarant may deem advisable so as to add additional property to the definition of "Common Elements," so that

such additional Common Elements will become subject to all of the terms and conditions of this Declaration, including those terms governing the maintenance and control of Common Elements by the Association.

8.3 Consent and Approval for Annexation Amendments. Declarant on its own behalf as the Owner of all Lots in the Subdivision and on behalf of all subsequent Owners, hereby consents and approves, and each Owner and each Owner's Mortgagee by accepting of a deed conveying such Ownership, or a Mortgage encumbering such interest, as the case may be, hereby consents and approves the provisions of this Article and each Owner and the respective Mortgagees by the acceptance of a deed conveying such Ownership or a Mortgage encumbering such interest, as the case may be, hereby irrevocably appoints Declarant their Attorney-in-Fact, coupled with an interest, and authorizes, directs, and empowers such Attorney, at the option of the Attorney in the event that the Declarant exercises the rights reserved above to add to the Subdivision additional property to execute, acknowledge, and record for and in the name of such Owner an amendment of this Declaration for such purpose and for and in the name of such respective Mortgagees a consent to such amendment.

ARTICLE IX ENFORCEMENT

9.1 In the event of an actual or threatened violation or breach of any of these restrictions, or any amendments or supplement to them, by any Lot Owner or by any person or entity using or occupying any Lot, then Declarant, the Association, or any Lot Owner or Owners shall have the right to compel compliance with the terms and conditions of this Declaration, by any proceeding at law or in equity in and by any other course of action or use of any other legal remedies which may be appropriate. No delay or failure on the part of an aggrieved party to invoke any available remedy shall be held to be a waiver of any right or remedy available to the party upon the recurrence or continuation of the violation. Nothing herein shall be construed to require the Declarant, the Association, or any Lot Owner or Owners to take any action contemplated in this Article to enforce the restrictions.

9.2 All costs, expenses, and attorney fees incurred by the Declarant or the Association in connection with their efforts to compel compliance with the terms and conditions of this Declaration shall be paid by the Owner or Owners against whom such compliance is sought and all such costs, expenses, and attorney fees shall constitute a lien upon the Owner's Lot which lien shall be enforceable by appropriate proceedings at law or equity.

9.3 The Owner or grantee of any Lot which is subject to these restrictions, by acceptance of a deed or other instrument conveying title to the Lot, shall agree, and shall be deemed to have agreed to the filing of a certificate or affidavit of lien in the Office of the Recorder of Mercer County, Ohio which shall constitute a lien upon the Owner's Lot for any and all unpaid assessments and any and all costs incurred by the Declarant or the Association in connection with their efforts to compel compliance with the terms and conditions of this Declaration, together with interest, costs and attorney fees incurred by the Declarant or the Association to collect such assessments or in connection with the enforcement of this Declaration. The Owner or grantee of any Lot shall agree, and shall be deemed to have agreed that the filing of the affidavit or certificate of lien shall constitute a lien upon the Lot for a period of five (5) years from the date of filing, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property. The Owner or grantee of any Lot shall agree, and shall be deemed to have agreed, that such lien shall be prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Declarant or on behalf of the Association.

ARTICLE X AMENDMENTS

10.1 Power to Amend. This Declaration may be amended only by the sole act of Declarant up to the time Declarant relinquishes control of the Association. Thereafter, amendment of this Declaration (or the Articles of the Association or Bylaws) shall require the consent of Lot owners exercising not less than seventy-five percent

(75%) of the voting power of Lot owners. Notwithstanding the foregoing the consent of all Lot owners shall be required for any amendment effecting a change in:

- (a) the method of allocating liability for common expenses; or
- (b) the number of votes in the Association appertaining to any Lot;
- (c) to terminate the applicability of the Declaration and dissolve the Association;

10.2 Method to Amend. An amendment to this Declaration, adopted with the consents hereinbefore provided, shall be executed with the same formalities as this Declaration by two officers of the Association and shall contain their certification that the amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to this Declaration shall be duly executed by them with the same formalities as the execution of this Declaration and shall contain the certification of such signors that such amendment is made pursuant to authority vested in the Declarant or any duly empowered successor Declarant by this Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Recorder of Mercer County, Ohio.

ARTICLE XI. LOT OWNER ACCEPTANCE

11.1 The Owner or grantee of any Lot which is subject to this Declaration, by acceptance of the deed or other instrument conveying title to the Lot, or by the execution of a contract of the purchase of the Lot, whether from Declarant or from a subsequent Owner of the Lot, shall accept, and shall be deemed to have accepted, the deed or other contract upon and subject to the restrictions contained in this Declaration, all of them being covenants running with the land.

ARTICLE XII. ASSOCIATION ADDRESS

12.1 All matters or plans required to be submitted to the Association for approval or review shall be addressed and delivered to:

Maria Stein Development, Ltd.
6781 Hellwarth Road
Celina, OH 45822-9273

or to such other address as the Association shall subsequently designate by written instrument recorded in the office of the Recorder of Mercer County, Ohio.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

13.1 Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Subdivision, and the Association and the Declarant and their respective heirs, executors, administrators, successors and assigns.

13.2 Enforcement. In addition to any other remedies provided in this Declaration, the Declarant, the Association, and each Lot owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Articles or Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Lot owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor

any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Lot owner shall have rights of action against each other, and the Declarant shall have a right of action against each Lot owner, for failure to comply with the provisions of the Association Organizational Documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association and the Declarant shall have the right to assess reasonable charges against a Lot owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration (including, without limitation, attorneys' fees not prohibited by law).

13.3 Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

13.4 Finality of Association and Declarant Decisions. In all matters involving the interpretation and construction of the terms and provisions of this Declaration, the decisions of the Association and/or the Declarant shall be final and in no event be deemed arbitrary or capricious.

13.5 Non-Liability. Neither the Declarant nor the Association, nor any of their members, agents, employees, contractors, successors or assigns, shall be liable to any Owner or any other party for loss, claims, or demands asserted on account of their administration of the Association or these restrictions or the performance of their duties hereunder or any failure or defect in such administration and performance.

13.6 Rights of Declarant. Nothing in this Declaration shall be understood or construed to prevent Declarant or the employees, contractors, or subcontractors of Declarant from:

(a) Doing on any part or parts of the Subdivision property owned or controlled by Declarant, or its representative, whatever it determines may be reasonably necessary or advisable in connection with the completion of the work of developing the Lots within the Subdivision, of establishing the Subdivision as a residential community, or of disposing of the Lots;

(b) Constructing and maintaining on any part or parts of the Subdivision property owned or controlled by Declarant, or its representative, such structures as may be reasonably necessary for the completion of such work, the establishment of the Subdivision as a residential community, and the disposition of Lots by sale, lease, or otherwise;

(c) Maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale of Subdivision Lots.

13.7 Severability. Each restriction is hereby declared to be independent from the remainder of the restrictions. Invalidation of any one of the restrictions shall in no way affect any of the other restrictions.

IN WITNESS WHEREOF, the undersigned Declarant has caused this instrument to be executed in its behalf on this 29th day of May, 2015.

MARIA STEIN DEVELOPMENT, LTD,
an Ohio limited liability company

By: Randy K. Bruns
Randy Bruns, General Manager

By: Michael Bruns
Michael Bruns, General Manager

ERIE CABLE SERVICES, LLC,
an Ohio limited liability company

By: *Scott Prueter*
Scott Prueter, Manager

STATE OF OHIO
COUNTY OF MERCER, SS:

Before me, a notary public, personally appeared Randy Bruns and Michael Bruns, the General Managers of Maria Stein Development, Ltd., an Ohio limited liability company, the Declarant, who acknowledged the execution of this instrument to be their free act and deed, on behalf of the Declarant, for the uses and purposes set forth herein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 29th day of May, 2015.

Debra L. Abels
Notary Public



DEBRA L. ABELS
Notary Public, State of Ohio
My Commission Expires Dec. 18, 2015
Recorded in Mercer County

SEAL

STATE OF OHIO
COUNTY OF MERCER, SS:

Before me, a notary public, personally appeared Scott Prueter, the Manager of Erie Cable Services, LLC, an Ohio limited liability company, the Declarant, who acknowledged the execution of this instrument to be their free act and deed, on behalf of the Declarant, for the uses and purposes set forth herein.

SP IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 11th day of May, 2015.

June

Debra L. Abels
Notary Public



DEBRA L. ABELS
Notary Public, State of Ohio
My Commission Expires Dec. 18, 2015
Recorded in Mercer County

SEAL

This instrument prepared by: FAULKNER, GARMHAUSEN, KEISTER & SHENK, A Legal Professional
Association, Courtview Center - Suite 300, 100 South Main Ave., Sidney, OH 45365

G:\Marion Acres Homeowner's Assn\Marion Ac Subdivision\Declaration 2-4-15

EXHIBIT B



Form 532B Prescribed by:
JON HUSTED
Ohio Secretary of State

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busseerv@OhioSecretaryofState.gov

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 670
Columbus, OH 43216

Expedite Filing (Two-business day processing
time requires an additional \$100.00).
P.O. Box 1390
Columbus, OH 43216

Initial Articles of Incorporation (Nonprofit, Domestic Corporation) Filing Fee: \$125 (114-ARN)

First: Name of Corporation

Second: Location of Principal office in Ohio
City: State:
County:

Effective Date (Optional) (The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing)
mm/dd/yyyy

Third: Purpose for which corporation is formed

To be and act as the homeowners' association for the Marion Acres Subdivision, to provide for the maintenance of the Common elements, to enforce the Covenants, rules and regulations of the Subdivision, and promote the health, safety and welfare of the owners and occupants in the Subdivision, and for these purposes, to do the things further described in the attached addendum.

****Note for Nonprofit Corporations:** The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit corporation secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided.

****Note:** ORC Chapter 1702 allows for additional provisions to be included in the Articles of Incorporation that are filed with this office. If including any of these additional provisions, please do so by including them in an attachment to this form.

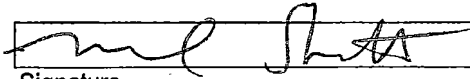
By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by the incorporator(s).

If the incorporator is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

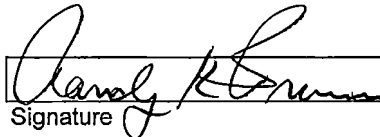
If the incorporator is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.


Signature

By

Michael A. Staudt

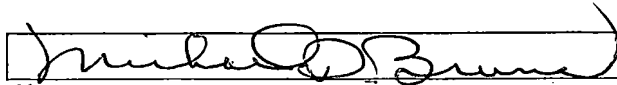
Print Name


Signature

By

RANDY K. BRUNS

Print Name


Signature

By

MICHAEL D. BRUNS

Print Name

**ADDENDUM TO
ARTICLES OF INCORPORATION
OF
MARION ACRES HOMEOWNERS ASSOCIATION**

**ARTICLE III. (Continued)
Purpose and Powers**

Following the creation of the Association, the undersigned is filing a Declaration of Covenants, and Restrictions (the "Declaration") and Bylaws of the Association ("Bylaws") under the provisions of Chapter 5312 of the Revised Code of Ohio, for "Marion Acres Subdivision". The purposes for which the Association is formed are to be and act as the homeowners' association for the Planned Community, to provide for the maintenance of Common Elements, and the preservation and architectural control of the Subdivision, and to promote the health, safety and welfare of the owners, residents and occupants of the Subdivision, and for purposes to:

- a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in these Articles of Incorporation, ("the Articles"); and the Declaration and Bylaws;
- b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, and pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;
- c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Association;
- d) borrow money to fulfill its purposes and to pledge assets of the Association (including, without limitation, the right of the Association to levy assessments) as security for such borrowing;
- e) administer and enforce terms, conditions, covenants, restrictions and regulations upon, under and subject to which the Subdivision or any part thereof may now or hereafter be used, and fix and provide any such terms, conditions, covenants, restrictions and regulations, and administer, enforce, alter, amend, change, add to, extend, waive, or terminate, in whole or in part, any of the same;
- f) provide the residents, occupants and Lot Owners of the Subdivision with Common Element maintenance service;
- g) be, function and act as the homeowners' association of the Planned Community, under the provisions of Chapter 5312 of the Revised Code of Ohio, and delegate such authority as it desires to a managing agent;
- h) have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 1702 may now or hereafter have or exercise by law; and

- i) take any action necessary, expedient, incidental, appropriate or convenient to the carrying out of the foregoing purposes.

The Association shall not do any act or enter into any agreement or enter into any transaction in a manner which would violate any provision of Chapter 1702 or Chapter 5312 of the Ohio Revised Code or the provisions of these Articles, the Declaration, or the By-Laws.

ARTICLE IV.
Initial Directors

The following are the names and addresses of the individuals who are to serve as initial Directors:

Randy K. Bruns
3664 Menchhofer Road
Coldwater, Ohio 45828

Michael D. Bruns
7764 Brockman Road
Celina, Ohio 45822

Jerry Stachler
4440 Fairground Road
Celina, Ohio 45822

ARTICLE V.
Board of Directors (Managers)

The number, qualifications, manner and time of selection of successor Directors, and their terms of office, shall be as set forth in the Declaration and By-Laws.

The Board of Directors shall be and act as the board of Directors of the Homeowners' Association and shall have all of the powers and all of the duties of the Board of Directors as defined in Chapter 5312 of the Revised Code of Ohio and of the Board of Directors as defined in Chapter 1702 of the Revised Code of Ohio, except as such powers may be limited or expanded by the provisions of these Articles, the Declaration or the By-Laws.

ARTICLE VI.
Membership

Every person or entity who is a record owner of a fee or undivided fee simple interest in a Lot shall be a member of the Association, and is herein called "a Lot Owner". The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot, and transfer of a Lot shall automatically transfer membership to the transferee. Voting rights of members shall be as set forth in the Declaration and By-Laws. (The latter of which shall also be and serve as the Association's Code of Regulations).

ARTICLE VII.
Notice and Quorum

Notice and quorum requirements shall be in accordance with the provisions of the By-Laws.

ARTICLE VIII.
Indemnification

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

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

(c) Any such indemnification shall not be deemed exclusive of any other rights to which such person may be entitled under law, any agreement, or any insurance purchased by the Association, or by vote of Lot Owners, or otherwise.

ARTICLE IX.
Duration

The Association shall exist in perpetuity unless terminated in the manner provided in the Declaration.

ARTICLE X.
Dissolution

The Association may be dissolved only as provided in the Declaration.

ARTICLE XI.
Definitions

All terms used herein shall have the same meanings as set forth in the Declaration.

ARTICLE XII.
Amendments

The Articles may be amended only under the same terms and conditions, and with the same approvals as are provided in the Declaration for its amendment.

EXHIBIT A

LEGAL DESCRIPTION

MARION ACRES SUBDIVISION, PHASE 1

Situated in the Township of Marion, County of Mercer, and State of Ohio:

Being Lot Numbers 1, 2, 3, 4, 5, 6, 7, 8, 10, 11 and 12 in Marion Acres Subdivision, Phase 1, pursuant to a record plan filed for record on February 8, 2012 in Plat Instrument No. 201200000637 of the Mercer County, Ohio Plat Records.

EXHIBIT C

BYLAWS

MARION ACRES HOMEOWNERS ASSOCIATION

ARTICLE I. NAME AND LOCATION

The name of the Association is Marion Acres Homeowners Association, ("the Association"), which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio. The principal office of the Association shall be as set forth in its Articles of Incorporation, ("the Articles"), and the place of meetings of members and of the Directors of the Association shall be at such place in the county in which the Subdivision is located, as the Board of Directors ("the Board"), may from time to time designate.

ARTICLE II. DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Articles of the Association and in the Declaration of Covenants, Easements, Restrictions and Assessment Lien, (the "Declaration") encumbering the Lots, as that term is defined in the Declaration.

ARTICLE III. MEMBERS

Section 1. **Composition.** Each owner of a Lot, as that term is defined in the Declaration, is a member of the Association.

Section 2. **Voting Rights.** Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons shall be members and the vote for such Lot shall be exercised as they may determine among themselves. However, in no event shall more than one vote be cast with respect to any Lot.

Section 3. **Annual Meetings.** Regular annual meetings of the Members shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board.

Section 4. **Special Meetings.** Special meetings of the Members may be called at any time by the president, by a majority of the Board, or upon written request of Members entitled to exercise one-fourth (1/4) or more of the voting power of Members.

Section 5. **Notice of Meetings.** Written notice of each meeting of Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before such meeting, to each Member entitled to vote thereat, addressed to the

Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 6. **Quorum.** The Members present, in person or by proxy, at any duly called and noticed meeting of Members, shall constitute a quorum for such meeting. Members entitled to exercise a majority of the voting power of Members represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 7. **Proxies.** At any meeting of Members, a Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Member of his, her or its Lot.

Section 8. **Voting Power.** Except as otherwise provided in the Articles, the Declaration, or by law, a majority of the voting power of Members voting on any matter that may be determined by the Members at a duly called and noticed meeting shall be sufficient to determine that matter. Roberts Rules of Order shall apply to the conduct of all meetings of Members except as otherwise specifically provided in the Articles, Declaration, or by law.

Section 9. **Action In Writing Without Meeting.** Any action that could be taken by Members at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Members having not less than a majority of the voting power of Members, or such greater proportion of the voting power as may be required by the Articles, Declaration, or Bylaws.

ARTICLE IV. BOARD OF DIRECTORS

Section 1. **Initial Directors.** The initial Directors shall be those three persons named as the initial Directors in the Articles, or such other person or persons as may from time to time be substituted by Maria Stein Development, Ltd, (the "Declarant").

Section 2. **Successor Directors.** The number, times of election, and terms of office of those who will serve as Directors of the Association to succeed the initial Directors, shall be as provided in the Declaration and these Bylaws.

Section 3. **Removal.** Excepting only Directors named in the Articles or selected by the Declarant, any Director may be removed from the Board with or without cause, by a majority vote of the Members. In the event of the death, resignation or removal of a Director other than one named in the Articles or a substitute selected by the Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Members, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. The Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Members as provided in the Declaration.

Section 4. **Nomination.** Nominations for the election of Directors to be elected by the Members shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of the members of the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 5. **Election.** Election to the Board by the Members shall be by secret written ballot. At such elections, the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected, and likewise, those receiving the largest number of votes shall be elected to the longest terms. Cumulative voting is not permitted.

Section 6. **Compensation.** Unless otherwise determined by the Members at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. **Regular Meetings.** Regular meetings of the Board shall be held no less than annually, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 8. **Special Meetings.** Special meetings of the Board shall be held when called by the President or by a majority of the Board, after not less than three days notice to each Director.

Section 9. **Quorum.** The presence at any duly called and noticed meeting, in person or by proxy, of Directors entitled to cast a majority of the voting power of Directors shall constitute a quorum for such meeting.

Section 10. **Method of 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.

Section 11. **Attendance by Others.** No owner other than a Director may attend or participate in any discussion or deliberation of a meeting of the Board of directors unless the board expressly authorizes that owner to attend or participate.

Section 12. **Voting Power.** Except as otherwise provided in the Articles, the Declaration, or by law, vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 13. **Action In Writing Without Meeting.** Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Directors.

Section 14. **Powers.** The Board shall exercise all powers and authority, under law, and under the provisions of the Declaration, Articles and these Bylaws, that are not specifically and exclusively reserved to the Members by other provisions thereof or by law. Without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

(a) Hire and fire managing agents, attorneys, accountants, and other independent professionals and employees that the Board determines are necessary or desirable in the management of the Subdivision and the Association;

(b) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Subdivision, or that involves two or more Owners and relates to matters affecting the Subdivision;

(c) Enter into contracts and incur liabilities relating to the operation of the Subdivision;

(d) Enforce all provisions of the Declaration, Articles, and these Bylaws, governing the Lots and/or Common elements;

(e) Adopt and enforce rules that regulate the maintenance, repair, replacement, modification, and appearance of Common elements, the conduct of members, occupants and their guests thereon, and any other rules as the Declaration, Articles or these Bylaws provide;

(f) Acquire, encumber, and convey or otherwise transfer real and personal property, subject only to the requirement that conveyances of Common elements be approved by the Owners of Lots holding a majority of the voting power of the Association;

(g) Hold in the name of the Association, real property and personal property;

(h) Grant easements, leases, licenses, and concessions through or over the Common elements;

(i) Levy and collect fees or other charges for the use, rental, or operation of the Common elements or for services provided to Owners or Occupants;

(j) Levy the following charges and assessments:

(1) Interest and charges for the late payment of assessments;

(2) Returned check charges;

(3) Enforcement assessments for violations of the Declaration, Articles these Bylaws, or the rules and regulations promulgated by the Board;

(4) Charges for damage to the Common elements or other property.

(k) Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;

(l) Impose reasonable charges for preparing, recording, or copying the Declaration, Articles, Bylaws, or rules and regulations promulgated by the Board (including amendments to any of the foregoing), resale certificates, or statements of unpaid assessments;

(m) Authorize entry to any portion of the Subdivision by designated individuals when conditions exist that involve an imminent risk of damage or harm to Common elements, another dwelling, or to the health or safety of the Occupants of that dwelling or another dwelling;

(n) Borrow money, pledge an interest in real or personal property, and assign the right to levy common assessments or other future income to a lender as security for a loan to the Association, all without the requirement of approval by the members;

(o) Suspend the voting privileges and use of recreational facilities of an Owner and the Occupants of the dwelling located on such Owner's Lot, who is delinquent in the payment of assessments for more than thirty days;

(p) Purchase insurance and fidelity bonds (in addition to those coverages required by Chapter 5312 of the Ohio Revised Code) the directors consider appropriate and necessary;

(q) Invest excess funds in investments that meet standards for fiduciary investments under the laws of this state;

(r) Exercise powers that are any of the following:

- (1) Conferred by the Declaration, Articles or Bylaws;
- (2) Permitted to be exercised in this state by a nonprofit corporation;
- (3) Necessary and proper for the government and operation of the owners association.

Section 15. Duties. It shall be the duty of the Board to:

(a) Cause to be kept: (i) a 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; (ii) records showing the collection of the common expenses from the Owners; (iii) minutes of the meetings of the Association and the Board; and (d) records of the names and addresses of the Owners.

(b) Supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(c) Annually adopt and amend an estimated budget for revenues and expenditures as provided in the Declaration. Any budget shall include reserves in an amount adequate to repair and replace major capital items for which the Association is responsible, 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 Owners, waive the reserve requirement annually.

(d) Collect assessments for common expenses from the Owners in accordance with the provisions of the Declaration and Ohio law.

(e) Issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;

(f) Procure and maintain insurance and bonds as provided in the Articles, the Declaration, and these Bylaws and as the Board deems advisable;

(g) Cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Articles, the Declaration, and these Bylaws;

(h) Repair, maintain and improve any property owned by the Association;

(i) Cause the restrictions created by the Declaration, Articles, Bylaws and rules and regulations promulgated by the Board to be enforced; and

(j) Take all other actions required to comply with all requirements of law, the Declaration, Articles and these Bylaws.

**ARTICLE V.
OFFICERS**

Section 1. **Enumeration of Offices.** The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. Such officers must be members of the Board.

Section 2. **Selection and Term.** Except as otherwise specifically provided in the Articles or by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 3. **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. **Resignation and Removal.** Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. **Duties.** The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

(a) **President.** The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.

(b) **Secretary.** The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the names of Members of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.

(c) **Treasurer.** The treasurer shall assume responsibility for the receipt and deposit in such bank accounts and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Members at annual meetings, and the delivery or mailing of a copy of each to each of the Members.

**ARTICLE VI.
COMMITTEES**

The Board may appoint such committees as it deems appropriate in carrying out its purposes.

**ARTICLE VII.
BOOKS AND RECORDS**

The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection and copying (at reasonable charges for reimbursement of the Association's costs) by Members, the holders, insurers and guarantors of first mortgages on Lots, and by prospective purchasers of Lots. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Members, holders, insurers and guarantors

of first mortgages on Lots, and prospective purchasers, current copies of the Articles, the Declaration, and these Bylaws, and the rules and regulations promulgated by the Board.

**ARTICLE VIII.
AUDITS**

The Board shall cause the preparation and furnishing of an audited financial statement for the immediately preceding fiscal year, within a reasonable time following request (provided that no such statement need be furnished earlier than ninety days following the end of such fiscal year), to each requesting Member, at the expense of the Association, upon the affirmative vote of Members exercising a majority of the voting power of Members.

**ARTICLE IX.
FISCAL YEAR**

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

**ARTICLE X.
AMENDMENTS**

Any modification or amendment of these Bylaws shall be made only in the same manner, and subject to the approvals, terms and conditions, as is required for an Amendment of the Declaration, and shall be effective upon the recordation of such Amendment with the Recorder of Mercer County, Ohio.

G:\Marion Acres Homeowners Assoc\Bylaws- Exh C to Dec
MAS /clf