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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS
FOR
AMELIA PARK II SUBDIVISION SECTIONS 8, 9, AND 10**

This instrument prepared by:

Cassandra Edwards, Esq.
CUNI, FERGUSON & LEVAY, CO. LPA
10655 Springfield Pike
Cincinnati, Ohio 45215



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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF
EASEMENTS
FOR
AMELIA PARK II SUBDIVISION SECTIONS 8, 9 AND 10**

THIS DECLARATION is made this 13th day of January 2017, by Welsh Development Company, Inc., an Ohio corporation, hereinafter sometimes referred to as the "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property described in Exhibit "A" attached hereto and desires to create thereon a residential community consisting of various types of single family residences with permanent common areas for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas; and to this end, desires to subject the real property described in Exhibit "A" attached hereto to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said Property and the subsequent Owners thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an Association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas and administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed "Amelia Park III Homeowners Association", as a non-profit Ohio corporation for the purpose of carrying out the powers and duties aforesaid;

NOW, THEREFORE, the Declarant hereby declares that all of the Properties described in Exhibit "A" attached hereto and such other property as may be subjected to the provisions hereof pursuant to Article II, shall be held, sold and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, and any subdivision plat which includes the Property, which-are for the purpose of protecting the value and desirability of and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.



ARTICLE I

DEFINITIONS

The words in this Declaration which begin with capitalized letters, other than words which would be normally capitalized, unless the context otherwise requires, shall have the same meanings as the definitions of those words in this Article I.

1.1 "Articles" shall mean those Articles, filed with the Secretary of Ohio, incorporating Amelia Park III Homeowners Association as a corporation not for profit under the provisions of the Ohio Revised Code, as the same may be amended from time to time. A true copy of the Articles as shown in Exhibit "B" is attached hereto and made a part hereof.

1.2 "Association" shall mean and refer to Amelia Park III Homeowners Association; its successors and assigns.

1.3 "Board" shall mean the Board of Directors of Amelia Park III Homeowners Association, which shall also be known as the "Board of Directors".

1.4 "Builder" shall mean and refer to any party who acquires one or more developed Lots from the Declarant for the purpose of resale to an Owner or for the purpose of constructing improvements thereon for resale to an Owner.

1.5 "By-Laws" shall mean the By-Laws of the Association, as the same may be amended from time to time. A true copy of the By-Laws as shown on Exhibit "C" is attached hereto and made apart hereof.

1.6 "Common Areas" shall mean and refer to any subdivision entrance walls, signs, landscape mounds, fences, playgrounds, storm water facilities and landscaping constructed for the common use and enjoyment of the Owners, and such areas designated as "common areas on the record plat or plats for the Property.

1.7 "Declarant" shall mean and refer to Welsh Development Company, Inc., an Ohio corporation, its successors and assigns if such successors or assigns should acquire all unsold Lots and/or unplatted real property which adjoins any property already developed and which is intended to be developed into Lots.

1.8 "Development Period" shall mean the period commencing on the date on which this Declaration is recorded and terminating on the earlier of: (a) December 31, 2035, or (b) the day next following the day on which the Declarant owns no part of the Property.

1.9 "Director" and "Directors" shall mean that person or those persons serving, at the time pertinent, as a Director or Directors of the Association, and shall mean that same person or



those persons serving in the capacity of a member of the Board of Directors of the Association. Such individuals shall also be known as "Directors".

1.10 "Living Unit" shall mean and refer to a single-family residence designated and intended for use and occupancy as a residence by a single family.

1.11 "Lot" shall mean and refer to any parcel of land upon any recorded subdivision plat of the Properties containing a Living Unit.

1.12 "Member" shall mean any one of those Owners who are Members of the Association as provided in Article IV hereof.

1.13 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.14 "Properties" or "Property" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II

PROPERTY DEVELOPMENT

2.1 **Property Subject to Declaration: Amelia Park II, Sections 8 and 9.** The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the County of Clermont, State of Ohio, and is more particularly described in Exhibit "A" attached hereto. Such property is known as Amelia Park II, Section 8 and 9.

2.2 **Future Section 10.** Declarant intends to annex future property to the terms of this Declaration; however, nothing shall require Declarant to annex such property. Such property, at the time of annexation, shall be known as Amelia Park II, Section 10.

2.3 **Additional Common Areas.** Declarant shall have the right, from time to time during the Development Period, to convey to the Association for nominal or other appropriate consideration, and the Association shall accept conveyance of any property or interest in property owned by Declarant along with any structure, improvement, or other facility including related fixtures, equipment and furnishings located thereon. Upon conveyance of such property, the property shall constitute Common Areas.



Notwithstanding any other provision of this Declaration, Declarant does not warrant or represent that any recreational facilities will be constructed by or on behalf of Declarant.

ARTICLE III

PROPERTY RIGHTS

3.1 **Owner's Right of Enjoyment.** Every Owner, and in the case of rented Lots, such Owner's tenants, shall have a right to an easement for the enjoyment of, in, and to the Common Areas, and such right and easement shall be appurtenant to and shall pass with title to every Lot, subject to the following:

(a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas.

(b) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration.

(c) The rights of the Association and Owners of Lots to a perpetual easement over any Common Areas, and for necessary pedestrian and automotive ingress and egress to and from such Living Unit over said streets, driveways and walkways of said Common Areas and for gas, electric, telephone, water, sewer, drain, cable television connections, and other utility conduits with rights to repair, maintain, and replace same, as they may be established over, upon, and through the said Common Areas or other Lots, which rights are hereby expressly established, granted, and reserved for the benefit of the individual Lots.

(d) Easements and restrictions of record.

(e) The right of the Association or the Declarant to grant additional easements over the Common Areas as provided in Section 3.4.

3.2 **Delegation of Use.** Any Owner may delegate, in accordance with the applicable By-Laws of the Association, his right of enjoyment in and use of the Common Areas to the members of his family, guests, and his tenants or contract purchasers who reside on the Property.

3.3 **Title to Common Areas.** The title to any portion of the Common Areas that is to be owned by the Association in fee simple shall be conveyed to the Association, prior to the expiration of the Development Period, free and clear of all liens and encumbrances; provided, however, that the Declarant shall have the right from time to time to reserve for the purpose of development of the Property all or any portion of the Property for various easements and rights of way, together with the right to dedicate same where applicable and customary and the right of



ingress and egress across the Common Areas in connection with the development of the Property. The Declarant's rights hereunder shall not unreasonably interfere with the Owner's easement of enjoyment.

3.4 **Right to Grant Easements**. Declarant hereby reserves the right, to grant, on behalf of the Association and/or the Owners and without the consent of the Association, or any Owner, easements, across, through or under the Common Areas. Such easements, which shall be exclusive or non-exclusive, shall be limited to utility easements (including cable television), green belt easements, sign easements, access easements or roadway easements. Declarant's rights under this Section shall terminate upon expiration of the Development Period. The Association, without the consent of any Owner, shall have the right at any time to grant easements as set forth in this Section.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

4.1 **Members**. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

4.2 **Classes of Members; Voting**. The Association shall have two classes of voting membership:

4.2.1 Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

4.2.2 Class B Member shall be the Declarant and the Declarant shall be entitled to five (5) votes for each Lot owned, provided, however, that the Class B membership shall terminate after the Class A Members are entitled to elect all of the Board. At such time as Class B membership shall terminate, the Declarant, for any Lot owned, shall be deemed a Class A Member with reference to such Lot or Lots and entitled to the voting and all other rights of such Class A Member.

ARTICLE V

ASSESSMENTS

5.1 **Covenant for Assessments**. Each person, group of persons, or entity who becomes an Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to



the Association: (1) Annual Assessments; (2) Individual Assessments; and (3) Special Assessments, except the Declarant shall have no obligation to pay assessments unless the Dwelling Unit located upon any Lot by the Declarant is occupied. In addition, any Lot owned by a Builder shall not be subject to an Assessment. The assessments shall be fixed, established and collected from time to time as hereinafter provided. All assessments, together with interest thereon as hereafter provided and costs of collection thereof (including court costs and reasonable attorney's fees) as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property and Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the person, group of persons, or entity who was the Owner of such property and Lot at the time when the assessment fell due.

5.2 **Annual Assessments; Purposes.** The Annual Assessments levied by the Association are for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents and for protecting, advancing and promoting the environmental concept of the Property and preserving the aesthetic and scenic qualities of the development.

To carry out these purposes, an Annual General Assessment shall be levied by the Association to be used currently, and to provide an adequate reserve fund for future use, for the improvement, expansion, and maintenance of the Common Areas, including, but not limited to, the payment of taxes, insurance and fidelity bonds, and for repairs, replacements and additions, and for the cost of labor, equipment, and materials, management and supervision, and including the maintenance, repair and landscaping of storm water facilities and right of ways, and, in the discretion of the Association, including any entrance roads or adjoining roads or areas, whether public or private, which may affect the recreation, scenic enjoyment, health, welfare and safety of the residents even though not owned by the Association.

5.3 **Annual Assessments, Initial Amount and Determination Thereof.** The Annual Assessment shall be determined by the Association acting through the Declarant or the Board of Directors and shall be fixed at a uniform rate based upon the number of Lots and may be billed in advance on a monthly, quarterly or annual basis. Annual Assessments and any income derived therefrom shall be held as a separate fund and shall be accounted for separately from the other assets coming under the control of the Association.

5.4 **Individual Assessments.** In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors and such maintenance is not that to be provided by the Association under Section 5.2 above for which assessments are provided, then the Association, after approval by sixty-six and two-thirds (66-2/3%) vote of all Members of the Board shall have the right through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance and repair (including charges incurred by the Association for attorney's fees, court costs, or other expenses incurred to obtain access to the subject Lot) shall be added to and become part of the total assessment to which such Lot is subject.



5.5 **Special Assessments.** In addition to the Annual Assessments authorized by this Article, the Association may levy in any assessment year Special Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, replacement or addition of a described capital improvement located upon the Common Areas, which cost has not otherwise been provided for in full as part of the Annual Assessment, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the approval of fifty-one (51%) percent of the total number of votes held by Class A Members and fifty-one (51%) percent of the total number of votes held by the Class B Members. Any Special Assessments levied by the Association pursuant to the provisions of this Section shall be fixed at a uniform rate based upon the number of applicable Living Units. All monies received by the Association as a Special Assessment shall be held in trust by the Association for the benefit of the Members to be used solely for the purpose of the Special Assessment and any income derived therefrom shall be held as a separate fund and shall be accounted for separately from the other assets coming under the control of the Association. The assessment may be billed in advance on a monthly, quarterly or annual basis.

5.6 **Commencement of Assessments.** The Annual Assessments shall commence on January 1, 2017, or at such other date as determined by the Association. The first assessment for any such membership may be made for the balance of the calendar year and shall become due and payable and a lien on the date aforesaid. The Board may from time to time determine the manner and schedule of payments.

It shall be the duty of the Board of Directors of the Association to periodically fix the amount of the assessment against each Lot for such assessment period and the Board of Directors shall make reasonable efforts to fix the amount of the assessment against each Lot for each assessment period at least forty-five (45) days in advance of such date or period and shall, at the time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection by any Owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the Owner of any Lot subject thereto thirty (30) days prior to the due date. Annual Assessments subsequent to the first Annual Assessment shall become a lien on January 1 of each year; Individual and Special Assessments shall become a lien at the time designated by the Board of Directors. No notice of lien other than this Declaration need be recorded to establish the validity of any such lien, and this Declaration shall stand as notice thereof.

5.7 **Assessment of Declarant and Builder.** The Declarant and the Builder(s) shall be completely exempt from the payment of any assessment set forth in this Article V. The provisions of this Section 5.8 shall not apply to the assessment of any Lot and Living Unit held by the Declarant or Builder for rental purposes and which is or has been occupied as a Living Unit, in which event the Declarant or Builder shall be required to pay the full amount of the assessments levied thereon.



5.8 **Assessment Certificates.** The Association shall, upon demand, at any reasonable time, furnish to the Owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A reasonable charge may be levied in advance by the Association for each certificate so delivered.

5.9 **Non-Payment of Assessment.** Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the property which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them with the consent of the Association.

If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, in either of which events interest, costs and reasonable attorney's fees shall be added to the amount of each assessment. No Owner shall waive or otherwise escape liability for the assessments herein provided for by non-use of the Common Areas or abandonment of his Lot or Living Unit.

In addition to the ten percent (10%) per annum interest provided above, the Board of Directors in its discretion, may establish a reasonable late charge to be paid in the event of any assessment that is not paid within fifteen (15) days after due date.

5.10 **Subordination of Lien to Mortgage.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, any first mortgagee who obtains title to a Lot pursuant to the remedies in the mortgage or through foreclosure shall not be liable for more than six (6) months of the Lot's unpaid assessments or charges accrued before the acquisition of title to the Lot by the mortgagee.

5.11 **Assessment at Closing.** At the time of closing, each purchaser of a Lot shall be required to pay a pro-rata share of the Annual Assessment, for the balance of the current year to the extent that such assessment is not otherwise being collected by the Association. The Declarant and the Builder shall be exempt from the contributions and assessments collected pursuant to this Section.



ARTICLE VI

INSURANCE

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

6.2 **Other Insurance.** In addition, the Association shall obtain and maintain contractual liability insurance, Directors' and Officers' liability insurance and such other insurance as the Board may deem desirable from time to time.

6.3 **Insufficient Insurance.** In the event the improvements forming a part of the Common Areas shall suffer damage or destruction from any cause or peril which is not insured against, or if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then the Association shall advance such costs in excess of available insurance proceeds. The amount so advanced by the Association shall become a Special Assessment against all of the Lots for which whose benefit the amount was so advanced, and such assessment shall have the same force and effect and if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments. The action required to be taken by the Association under this Section shall not require any vote of the Members of the Association.

ARTICLE VII

ARCHITECTURAL CONTROL

7.1 **Approval Required.** No building, fence, wall, deck, structure, or other exterior improvement shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the appropriate entity. Review of the construction of the original dwellings and related improvements, shall be by the Declarant. All review associated with the remodeling of dwellings and related improvements shall be by the Board of Directors of the Association. Such plans and specifications shall be reviewed as to harmony of external design and location in relation to surrounding structures and topography in accordance with the requirements hereinafter set forth and the design review criteria established from time to time.



Except as otherwise provided in the Declaration, in the event that the Declarant or the Board (as the case may be) fails to approve or disapprove said plans and specifications within thirty (30) days after submission, approval will not be required and this Article shall be deemed fully complied with, provided such improvement complies with the General Requirements of Section 7.3.

The plans and specifications to be submitted shall be in such form and shall contain such information as the Board may reasonably require.

7.2 **Approval - Not a Guarantee.** No approval of plans and specifications shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, nor the Association, shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article, any loss or damage to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the non-compliance of such plans and specifications, any loss or damage arising from the non-compliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications. In addition, all plans and specifications shall be approved by the appropriate governmental agencies of the Village of Amelia and Clermont County, Ohio.

7.3 **General Requirements.** The following requirements shall be applicable to the Properties:

7.3.1 **General Conditions:** No structure shall be erected on, placed upon, altered or permitted to remain on a Lot other than a dwelling not to exceed two and a half stories in height. Two story or one and one-half story homes shall be 1250 square feet minimum of finished living space, ranch style homes shall be 1145 square feet minimum of finished living space excluding the basement level, and bi-level homes shall be 1000 square feet minimum of finished living space on the upper level- of the dwelling. All homes shall have a minimum two car attached garage.

Except for improvements constructed by the Declarant in connection with the development of the Property, or improvements authorized pursuant to Section 7.1, no improvement of any kind shall be erected, altered, placed or permitted to remain on the Common Areas. Additionally, no improvement constructed by the Declarant in connection with the development of the Property shall be removed from the Common Areas without the prior written consent of the Declarant or the Association.



7.3.2 **House Placement and Yard Grading:** Residences and Lots shall conform to existing grade and drainage patterns as set forth on the grading plan for the Property filed with the appropriate Village of Amelia and Clermont County governmental authorities.

7.3.3 **Driveways:** All driveways shall be surfaced with concrete.

7.3.4 **Building Materials:** The facade of each dwelling house constructed on a Lot shall consist primarily of brick, masonry, siding or similar type material. Foundation walls shall be of poured concrete except on homes without basements, in which event block foundations shall be permitted. The Declarant reserves the right to approve the kind, quality, and finished colors of all exterior materials used on each dwelling house.

7.3.5 **Completion of Residence:** Within twelve (12) months of the start of construction, each Living Unit shall have a completed exterior appearance, including but not limited to finished walkway, concrete driveway, landscaping, laying of sod or growing grass seed, installed gutters and down spouts, installation of all windows and doors, and completed exterior painting. The landscaping shall have a minimum value of Five Hundred Dollars (\$500.00). The Declarant reserves the right to approve all landscaping designs and types of plantings and materials.

7.3.6 **Swimming Pools, Hot Tubs and Spas:** No above-ground swimming pools shall be constructed, erected, placed, or permitted to remain upon any Lot. Portable wading pools used by small children, which are defined as temporary in nature and do not require filters, are permitted. In-ground swimming pools are permitted provided it is approved by the Board in accordance with Section 7.1. This Section shall not prohibit the construction, erection, or placement of a diving board, slide, or other equipment appurtenant to an otherwise conforming swimming pool. Hot tubs and spas shall be permitted on any Lot but must be in-ground or if above ground be incorporated into a deck and shall not be visible from the street or any neighboring Lot.

7.3.7 **Fencing:** All fences require the approval of the Declarant or the Association. Front yards may not be fenced; accordingly, no fences shall be erected on any part of any Lot between the front corners of the Living Unit constructed thereon and the street in front of the Living Unit. Fences shall not be in excess of four (4) feet in height and shall be rustic rail, split rail, decorative PVC, ornamental iron, decorative wood, decorative metal, or hedge, provided however, that all fences constructed of the aforesaid materials shall be at least fifty percent (50%) open. Non-reflective metal fence may be installed as an integral part of a fence constructed of the aforesaid materials in order to provide a secure enclosure. Barbed wire, chain link or similar fences shall be prohibited. On



a corner Lot, the section or sections of fence running with the side street shall not extend closer to said side street at any point than the Living Unit on said Lot. Entrance designations, recreational facilities, fences and any other structure erected by Declarant, builder and/or the Association are exempt from this restriction.

7.3.8 **Other Structures:** There shall be no detached garages. Dog houses are permitted, provided they are well-maintained. Each Lot is permitted to construct one shed, provided that the approval of the Association is secured prior to constructing the shed. The Association's approval is valid for six months after it is given. If an approved shed is not built within six months of the Association giving approval, a new application must be submitted and new approval must be obtained prior to constructing the shed. The following provisions apply to all sheds:

- (a) The shed may be placed only in the backyard of the Lot. Shed placement shall be no closer than five feet to any property line. Lot Owners are responsible to ensure that any shed structure complies with local building codes and that all necessary permits are obtained.
- (b) The shed must be constructed of wood, vinyl, or masonry materials only. Metal and plastic sheds are prohibited.
- (c) The floor materials of the shed must be constructed of either concrete or wood. A shed foundation may be comprised of cinder block, but only if shrubs are planted around the shed to obscure all visibility of the cinder blocks. The foundation may only be so deep as to ensure levelness; if the ground slopes, at least one corner of the foundation must be at ground level.
- (d) Shed floor dimensions shall not exceed twelve feet by twelve feet (12'x12'), and shed height shall not exceed twelve feet (12'), as measured from the top of the foundation.
- (e) Sheds must be maintained in accordance with the maintenance provisions that govern the Lot. Accordingly, objects may not be stored on the shed, and objects such as ladders and tools may not be hung on the outside of the shed.
- (f) Manufactured and pre-assembled sheds are permitted as long as they meet all of the criteria of this provision.

7.3.9 **Zoning:** All improvements shall be constructed in accordance with and subject to all applicable zoning regulations and building codes.

7.4 **Variances.** In order to avoid unnecessary hardship and/or to overcome practical difficulties in the application of certain provisions of the Declaration, the Board shall have the authority to grant reasonable variances from the provisions of Section 7.3. Additionally, so long as Declarant owns one or more Lots on the Property, the Declarant, may grant reasonable variances from the provisions of Section 7.3. No variance shall materially injure or materially



adversely affect any other part of the Property or any other Owner or occupant. No variance granted pursuant to the authority of this Section 7.4 shall constitute a waiver of any provision of the Declaration as applied to any other party or other part of the Property, and no variance may be granted to permit anything that is prohibited by applicable law. All provisions of the Declaration not affected by the grant of a variance shall continue to apply with full force and effect to the Lot for which the variance is granted and to the balance of the Property.

ARTICLE VIII

USE RESTRICTIONS AND MAINTENANCE

8.1 **Restrictions.** The Property shall be subject to the following restrictions:

8.1.1 **Purpose of Property:** Except for lots designated as Common Areas, the Property shall be used only for residential purposes and common recreational purposes auxiliary thereto. Garages shall be used only for the parking of vehicles and other customary uses and shall not be used for or converted into living area (e.g., family room, bedrooms, offices, or recreational rooms). The Declarant and Builders shall have the right to use unsold residences as model homes or sales offices.

8.1.2 **Nuisance:** No obnoxious or offensive activity of any kind shall be engaged in on any Lot nor shall any Owner or occupant thereof engage in any activities that interfere with the quiet enjoyment, comfort, and health of the occupants of adjacent neighboring Lots. This paragraph shall not apply to any Lots owned by the Declarant or a Builder and held for sale.

8.1.3 **Animals:** No animals of any kind shall be raised, bred, or kept on any Lot or the Common Areas, except that dogs or other household pets may be kept on a Lot, provided that such pets are not kept, bred, or maintained for any commercial purpose. No pets may run unattended, nor may they create a nuisance or unreasonable disturbance. A Lot Owner shall be responsible for cleaning up after his/her household pet.

8.1.4 **Easements:** There shall exist a temporary construction easement of five (5) feet around the boundary of each Lot in order to facilitate grading, drainage, and general construction activity on a neighboring Lot. If the Owner of a Lot places an obstacle such as a fence, shrubbery, or sprinkler system within this temporary construction easement before final grading of the adjoining Lot, then that Owner shall be responsible to remove the obstacle at his or her expense to allow for proper grading and drainage. In general, drainage swales should be set as near to property lines as possible. This easement allows for dirt to be added or removed as needed to allow for proper transition between adjoining Lots and construction of drainage swales as needed.



8.1.5 **Parking:** Each Living Unit shall be provided with a minimum of two (2) off-street parking spaces. No streets, driveways, nor any other part of the Common Areas nor any Lot upon which a Living Unit is constructed shall be used for parking of any inoperative vehicle whatsoever, trailer coaches, house trailers, mobile homes, RVs, automobile trailers, camp cars, campers, all-terrain vehicles, semi trucks, boats, boat trailers, or any other similar vehicles (collectively "Special Vehicles"), unless such Special Vehicles are parked in the garage of the Owner who owns such Special Vehicle and the garage door of is completely closed at all times when a Special Vehicle is parked therein. Notwithstanding the restrictions in this Section, Special Vehicles may be permitted to be parked on any Lot and street in the Subdivision if they are being used for the purpose of construction, delivery, or repair work to or upon any Lot or Living Unit, for such time of construction, delivery, or repair work. Commercial vehicles are permitted as long as the vehicle is not a Special Vehicle. The restriction in this Section shall not be applicable to Declarant, its successors, assigns and affiliates, and any Builder during the Development Period.

8.1.6 **Utilities and Drainage:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continually by the Owner of the Lot, except for those improvements for which a public authority, utility company, or the Association is responsible.

8.1.7 **Maintenance:** Each and every Lot and Living Unit thereon as well as the driveway providing access thereto, shall be maintained by the Owner thereof in a reasonable manner in accordance with the general standards of maintenance prevailing throughout the Property. Should any Owner fail to maintain his Lot or Living Unit as required by this Declaration, the Association may do so, after notice, and assess such Owner for the cost incurred by the Association. The assessment shall be a lien on the Owner's Lot to the same extent as other liens provided for herein. This paragraph shall not apply to any Lots owned by the Declarant or a Builder and held for sale.

8.1.8 **Signs:** No permanent sign shall be permitted on any Lot, Living Unit, Common Areas, or public street in the Subdivision. An Owner of a Living Unit is permitted to place and maintain one standard "For Sale" or "For Rent" sign on his Lot; provided, however it is of a typical size within the industry. An Owner must obtain the prior written consent of the Board in the event said Owner desires to maintain a "For Sale" or "For Rent" sign which is not of a typical size within the industry. This sign restriction shall not apply to signs used by Declarant and/or



Builder or their assigns, while Declarant and/or Builder are selling Living Units in the Subdivision or to traffic, street names, Common Areas, or subdivision identification signs. When a state, local, and/or federal political election, referendum, initiative, levy, or amendment is pending, an Owner or resident of a Living Unit is permitted to place signs of a political nature upon the Lot, provided that each sign measures no more than five square feet and it is placed upon the Lot no more than sixty days prior to the voting/election date and removed from the Lot no more than seven days after the voting/election date.

8.1.9 **Laundry or Rubbish:** No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Property. No clotheslines shall be located on any Lot. The Property shall be kept free and clear of rubbish, debris, and other unsightly materials.

8.1.10 **Swing Sets, Trampolines and Play Areas:** Swing sets, trampolines, and play areas may be erected on a Lot only after the location and materials of those structures are approved in writing in accordance with Section 7.1.

8.1.11 **Lawns:** All lawn areas shall be maintained in a neat and orderly manner and shall be mowed on a regular basis. Lot Owners shall remove all dead shrubbery within fourteen (14) days of receiving notice from the Association to remove said shrubbery. Lot areas left in a naturalized state by the Builder may be left in such naturalized state by the Lot Owner.

8.1.12 **Obligation to Keep Dwelling Unit in Good Condition:** Each Lot Owner or occupant shall keep his/her Living Unit and all structures located on his/her Lot in good order, condition, and repair and such maintenance, repair, appearance, and condition shall comply with the provisions of this Declaration and applicable laws and ordinances.

8.1.13 **Mailboxes:** Declarant or Builder reserves the right to establish a standard design for mailboxes for use by all Lot Owners. The decision of the type of material to be used by each Owner shall be at sole discretion of Declarant and/or Builder. Lot Owners shall be responsible for maintenance of their individual mailboxes. Declarant and/or Builder may however, waive this right or establish the use of cluster mailboxes.

8.1.14 **Lakes:** All lakes, ponds, and streams within the Property shall be aesthetic amenities only and other use thereof, including without limitation, swimming, boating, playing, or use of personal floatation devices shall not be permitted except in accordance with rules and regulations established by the Declarant or the Association. Neither the Declarant, nor a Builder, nor the Association shall be responsible for any loss, damage, or injury to any person or property arising out of



the authorized or unauthorized use of the lakes, ponds, or streams within the Property.

8.1.15 **Irrigation Systems**: No irrigation system outlets shall be located in the public right-of-way. No irrigation system of any type shall be permitted to draw upon water from any lake, creek, stream, pond, or other ground or surface waters within the Property without the express written permission from the Association.

ARTICLE IX

EASEMENTS AND MAINTENANCE

9.1 **Access Easements**. All Lots shall be subject to an access easement in favor of the Declarant and the Association for the purposes of maintaining, cleaning, repairing, improving, regulating, operating, replacing and otherwise dealing with the Common Areas, including all improvements thereon. Such access easement shall also permit the Declarant and the Association to enter upon any Lot for the purpose of correcting grade and drainage patterns for the benefit of the entire Properties, provided that the Lot shall be restored with any pavement, grass or sod which shall have been removed.

9.2 **Association Maintenance Responsibility**. The Association shall maintain and keep in good repair the Common Areas, such maintenance to be funded as provided in this Declaration. In the event the Board of Directors determines that such maintenance is necessary or desirable to maintain the community, the Association may also maintain or share in the maintenance of property which it does not own including, without limitation, property dedicated to the public or property owned by another homeowners association.

9.3 **Right of Association to Remove or Correct Violations**. The Association may, in the interest or the general welfare of all of the Owners, enter upon any Lot or the exterior of any Living Unit at reasonable hours on any day for the purpose of removing or correcting any violation or breach of any attempted violation of any of the covenants and restrictions contained in this Declaration, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided however, that no such action shall be taken without a resolution of the Board of Directors of the Association authorizing access to any Lot or property covered under this Section and any charges incurred by the Association in correcting the violation hereunder, (including court costs and reasonable attorney's fees) shall constitute a charge against the subject property and a personal obligation of the Owner thereof, and the Association shall have a lien upon the property and Lot for such expenses, and including costs of collection of said lien amount, which lien shall be subordinate to first mortgages as provided in Article V, Section 5.11.

9.4 **Handicap Accessibility**. Notwithstanding the other provisions herein, an Owner of a Living Unit and Lot may, at his expense, have such reasonable modifications made to the interior and exterior of his Living Unit and Lot and the Common Areas as may be necessary to afford



physically handicapped persons full enjoyment of his premises. Any modifications to be undertaken to the exterior of a Living Unit and Lot or the Common Areas shall comply with the guidelines and regulations of the United States Department of Housing and Urban Development for buildings and facilities providing accessibility and usability for physically handicapped people, and shall be undertaken pursuant to a contract, the terms, conditions and specifications of which, shall be approved by the Board of Directors. The approved contractor shall provide an adequate performance bond for the benefit of the Association.

Notwithstanding the other provisions herein, including those requiring approval of the Members of the Association, the Board of Directors is authorized to make reasonable accommodations to any rules, policies, practices or services as may be necessary to afford a handicapped person equal opportunity to use and enjoy his Living Unit and Lot, including the Common Areas.

9.5 **Use of Common Areas by Declarant and Builder.** Declarant, Builder, and their affiliates and associates shall have the same right of use and enjoyment of the Common Areas as the Class A Members during the Development Period, and shall have the right to use the Common Areas for promotional, sales and similar purposes until all of the Living Units have been sold.

9.6 **Arbitration.** In the event of any dispute between Owners, other than the Declarant, regarding the application of these restrictions or any rule or regulation, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time and place for a hearing thereon within thirty (30) days thereafter, and give written notice to each party thereof not less than five (5) days in advance of such hearing. The Board, after hearing such evidence and arguments as it deems proper, shall render a written decision on the matter to each party within thirty (30) days after such hearing. No legal action may be instituted by either party on such a dispute unless the arbitration provided for herein has occurred, or unless both parties have waived the requirement for arbitration.

ARTICLE X

GENERAL PROVISIONS

10.1 **Enforcement.** The Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all provisions of this Declaration, the By-Laws, and the rules and regulations promulgated by the Association. Failure by the Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any Lot Owner found to be in violation of the Declaration, By-Laws, and rules and regulations shall be responsible for any expenses incurred by the Association in correcting or removing the violation, including court costs and attorney's fees. Written notice shall be provided to the Owner in violation prior to proceeding with any legal remedies.



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

10.3 **Amendment.** Except as otherwise provided in this Declaration, the covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than fifty-one percent (51%) of the Lot Owners. Any amendment must be recorded. No amendment to the covenants and restrictions of this Declaration shall be binding upon any Lot owned by the Declarant or Builder or upon any additional property annexed to the terms of this Declaration by the Declarant, or upon any Lot upon which a Living Unit has not yet been erected unless the Declarant or any such Lot Owner agrees to said amendment in a recorded writing.

10.4 **Right to Amend Documents.** Notwithstanding anything above to the contrary, this Declaration and the By-Laws may be amended at any time without the vote of Owners by a written instrument executed by the Declarant for the purpose of: eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant's original intent; conforming to any requirements imposed or requested by any governmental agency, public authority or financial institution; provided, however, that no such amendment shall materially affect any Owner's interest in the Association. Each Owner and his mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration and the By-Laws by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph.

10.5 **Professional Management Contracts and other Contracts.** The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause or without payment of a termination fee on ninety (90) days or less written notice. The Association shall have the right to contract with the neighboring homeowners associations, Amelia Park Homeowners Association and Amelia Park II Homeowners Association, for the purpose of providing for the maintenance, repair, and landscaping of streets, right-of-ways and adjoining areas in the community.

10.6 **Non-Discrimination.** No Lot Owner (including the Declarant) and no employee, agent, or representative of a Lot Owner shall discriminate on the basis of sex, race, color, creed or national origin in the sale or lease of any Lot or in the use of the Common Areas.



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EXHIBIT A

Legal Description

Situated in Gibbon's Military Survey No. 493, Amelia Village, Batavia Township, Clermont County, Ohio and being more particularly described as follows:

All of Lots 212-231 and 273-287, inclusive, of Amelia Park II Subdivision, Section 8, the plat of which is of record at Plat Book 17, Pages 184 - 185, of the Clermont County, Ohio Plat Records.

All of Lots 303-330, inclusive, of Amelia Park II Subdivision, Section 9, the plat of which is of record at Plat Book 17, Pages 182 - 183, of the Clermont County, Ohio Plat Records.



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/13/2017	201701200732	DOMESTIC NONPROFIT CORP - ARTICLES (ARN)	99.00	200.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

**BK: 2685 PG: 1536**

CUNI, FERGUSON & LEVAY CO., L.P.A.
 10655 SPRINGFIELD PIKE
 CINCINNATI, OH 45215-1120

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
 3977789

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
AMELIA PARK III HOMEOWNERS ASSOCIATION
 and, that said business records show the filing and recording of:

Document(s)

DOMESTIC NONPROFIT CORP - ARTICLES

Effective Date: 01/12/2017

Document No(s):

201701200732

United States of America
 State of Ohio
 Office of the Secretary of State

Witness my hand and the seal of the
 Secretary of State at Columbus, Ohio this
 13th day of January, A.D. 2017.

Jon Husted
 Ohio Secretary of State



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

Date Electronically Filed: 1/12/2017

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



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Initial Articles of Incorporation
(Nonprofit, Domestic Corporation)
Filing Fee: \$99
(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

****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.

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of

hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

Name

Mailing Address

City

State

Zip Code

Must be signed by the
Incorporators or a
majority of the
incorporators

Signature

Signature

Signature

ACCEPTANCE OF APPOINTMENT

The Undersigned, , named herein as the

Statutory Agent Name

Statutory agent for

Corporation Name

hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Statutory Agent Signature

Individual Agent's Signature / Signature on behalf of Business Serving as Agent



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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.

WELSH DEVELOPMENT COMPANY, INC.

Signature

DAVID WELSH

By

Print Name

Signature

By

Print Name

Signature

By

Print Name



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**ADDITIONAL PROVISIONS TO THE ARTICLES OF INCORPORATION
FOR AMELIA PARK III HOMEOWNERS ASSOCIATION**

In compliance with the requirements of the provisions of Chapter 1702 of the Ohio Revised Code, the undersigned hereby forms a nonprofit corporation. All capitalized terms shall have the same meanings as defined in the Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Amelia Park III Homeowners Association ("Declaration").

**ARTICLE I
PURPOSE AND POWER**

The purposes for which this Association is formed are to act on behalf of the Owners of Lots within Amelia Park III Homeowners Association and are as follows:

to provide for maintenance, preservation and architectural control of the Property as stated in the Declaration, and to promote the health, safety and welfare of the Owners. To promote these purposes, the Association shall have the following powers:

to adopt and amend By-Laws for the government of the Association, the conduct of its affairs, and the management of the Property;

to adopt Rules and Regulations for the use and occupation of the Common Element and the Lots and to enforce violations of the Rules and Regulations and the provisions and restrictions of the Declaration as against the Owners and occupants;

to adopt and amend budgets for revenues, expenditures and reserves and levy and collect Assessments from Owners;

to hire and discharge managing agents and other employees, agents and independent contractors;

to institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners;

to make contracts and incur liabilities;



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to regulate the use, maintenance, repair, replacement and modification of the Common Element for which the Association has maintenance responsibility and other rights as set forth herein;

to cause additional improvements to be made as part of the Common Element;

to acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property;

to grant easements, liens, licenses and concessions through or over the Common Element;

to impose and receive any payments, fees or charges for the use, rental or operation of the Common Element and for services provided to Owners;

to impose charges for late payments of Assessments and, after notice and an opportunity to be heard, levy reasonable Enforcement Assessments for violations of the Declaration, By-Laws, and Rules and Regulations of the Association;

to impose reasonable charges for the preparation and recordation of amendments to the Declaration or for statements of unpaid Assessments;

to provide for indemnification of its officers and Board of Directors and maintain directors' and officers' liability insurance;

to assign its right to future income, including the right to receive Common Expense Assessments, except that this power shall be limited to the purposes of repair of existing structures or improvements;

to exercise any other powers conferred by the Declaration, By-Laws or Articles of Incorporation;

to exercise all other powers that may be exercised in this state by nonprofit corporations;

to exercise any other powers necessary and proper for the governance and operation of the Association.

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 of the Ohio Revised



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Code or the provisions of these Articles, the Declaration or the By-Laws.

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 of the Ohio Revised Code or the provisions of these Articles, the Declaration or the By-Laws.

ARTICLE II BOARD OF DIRECTORS

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 of the Association shall have all of the powers and duties of the Board of Directors as defined in Chapter 5311 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 III NOTICE AND QUORUM

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

ARTICLE IV INDEMNIFICATION

(1) The Association shall indemnify and hold harmless each present and former member of the Board of Directors, Officers and employees of the Association for all expenses and costs, including attorney's fees, actually and necessarily incurred or paid in connection with the defense of any pending or threatened action, suit or proceeding, to which he or she is or may be made a party thereto by reason of being or having been such member of the Board of Directors,



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Officer or employee. Such indemnification shall not be made unless it is determined that said person to be indemnified:

- A. Was not, and has not been, adjudicated to have been negligent or guilty of misconduct in the performance of his/her duty to the Association or guilty of violating any law, ordinance or statute; and,
- B. Has acted in good faith in what he/she reasonably believed to be in the best interest of the Association.

Such determination of these factors shall be made by the members of the Board at a meeting at which a quorum consisting of members qualified to vote on such determination is present. Any member of the Board who is not a party to or threatened with any such action, suit or proceeding shall be qualified to vote on such determination. If a quorum of members of the Board qualified to vote on such determination cannot be obtained, or all such members are parties or so threatened, such determination shall be made by an attorney at law who has not represented the Association in any manner and who shall be selected by a majority of the officers and members of the Board who are not parties to or threatened with any such action, suit or proceeding. If there is no officer or member of the Board qualified to make such a selection, such selection shall be made by the majority of the Owners at a special meeting called for such a determination.

ARTICLE V DURATION

The Association may be dissolved only with the same consents as are required to terminate the regime, as provided in the Declaration. In the event that the Association is dissolved, all of its assets shall be dedicated to a public body, or conveyed to a nonprofit organization with similar purposes.



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**ARTICLE VI
DISSOLUTION**

The Association may be dissolved only with the same consents as are required to terminate the Association regime, as provided in the Declaration.

**ARTICLE VII
DEFINITIONS**

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

**ARTICLE VIII
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.

IN WITNESS WHEREOF, WELSH DEVELOPMENT, INC., an Ohio corporation and sole incorporator of Amelia Park III Homeowners Association, has executed the Additional Provisions to the Articles of Incorporation of Amelia Park III Homeowners Association this 12th day of January, 2017.

WELSH DEVELOPMENT, INC.
An Ohio corporation
and sole incorporator

By: *Neil Webb*
Its: President



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BY-LAWS OF

AMELIA PARK III HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND PURPOSE

The name of this Association shall be Amelia Park III Homeowners Association and its sole purpose shall be to manage, govern and control the community facilities for the Amelia Park II Subdivision, Section 8, 9, and 10 in accordance with the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "Declaration") for the subject property.

ARTICLE II

MEMBERSHIP

Each Lot Owner shall be a Member of the Amelia Park III Homeowners Association as provided in the Declaration.

ARTICLE III

VOTING

Section 1: MEMBER VOTES. The number of votes for each Member is calculated as provided in Section 4.2 of the Declaration.

Section 2: PROXIES. This voting power can be exercised in person or by proxy by the Owner, or Owners, of a Lot, his or her heirs, assigns or personal representative. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon the conveyance by the Lot Owner of his Lot.

ARTICLE IV

MEETINGS

Section 1: ANNUAL MEETING. After the Association is turned over from the Declarant to the Membership, there shall be an annual meeting of the Members held in Clermont County, Ohio, within the last calendar quarter of each year at a date and time and at a place from time to time



designated by the Board. During the time the Declarant controls the Association, no Annual Meeting is required.

Section 2: ELECTION OF DIRECTORS. At the annual meeting the Members shall elect the Board of Directors as provided in these By-Laws and the Declaration.

Section 3: REPORTS. At the annual meeting, the President, Secretary and Treasurer shall submit reports for the year just ending, which reports shall be read to the Members.

Section 4: SPECIAL MEETINGS. Special meetings may be called by the Board or by the President, or by Members constituting at least twenty percent (20%) of the voting power of the membership by written notice mailed to each Member at least five (5) days before the time and date for such meeting as shown in such notice. Notice of such meeting may be waived in writing.

Section 5: PRESIDING OFFICER. Annual and Special Meetings shall be presided over and conducted by the President, or in his absence, the Secretary or Treasurer, in that order.

Section 6: NOTICE. Except as otherwise provided in the Declaration, written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing or delivering a copy of such notice to each Member entitled to vote thereat, at least ten (10) days in advance of such meeting, 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. Such notice shall specify the time and place of the meeting, and in the case of a Special Meeting, the purpose of the meeting.

Section 7: QUORUM. At any meeting of Lot Owners, those Members present in person or by proxy shall constitute a quorum for such meeting. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of the Members, if any action taken is approved by at least a majority of the required quorum for that meeting. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

Section 8: VOTING POWER. Except as otherwise provided in the Declaration, or by law, the vote of a majority of the Members voting on any matter that may be determined by the Members at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 9: ORDER OF BUSINESS. The order of business at all meetings of Members shall be as follows:

- a. Calling of meeting to order;
- b. Roll call; determination of whether there is a quorum;



- c. Proof of notice of meeting or waiver of notice;
- d. Reading of minutes of preceding meeting;
- e. Reports of officers;
- f. Reports of committees;
- g. Election of Directors (when appropriate);
- h. Unfinished and/or old business;
- i. New business;
- j. Adjournment.

Section 10: WRITTEN CONSENT. Any action that could be taken by Members at a meeting may be taken without a meeting by the written consent of the Members having not less than fifty-one percent (51%) of the voting power of the membership unless the approval of a greater number of Members is required by the Declaration or other Ohio Law to take the action being taken.

Section 11: SUSPENSION OF VOTING PRIVILEGES. No Member who is shown on the books of the Association to be more than sixty (60) days delinquent in the payment of any assessment due the Association shall be eligible to vote or be elected to the Board of Directors.

ARTICLE V

BOARD OF DIRECTORS AND OFFICERS

Section 1: BOARD OF DIRECTORS. Except as otherwise provided by law, the Articles, the Declaration, or these By-Laws, all of the authority of the Association shall be exercised by or under the direction of the Board of Directors. The Board of Directors shall consist of five (5) persons. All Directors must be Owners of Lots. The spouse of an Owner is qualified to act as a Director if both the Owner and the spouse occupy the Lot. No person and his or her spouse may serve on the Board at the same time. If an Owner is not an individual, any principal, member of a limited liability company, partner, director, officer, director or employee of the Owner may be elected to the Board.

The Board shall manage and conduct the business and affairs of this Association and exercise the powers and duties set forth in the Articles and By-Laws, until their successors are elected and qualified.

Section 2: TERM OF OFFICE; RESIGNATION OR REMOVAL. Each Director shall hold office for a term of two (2) years and until his or her successor is elected, or until his or her earlier resignation, removal from office, or death. It is intended by these By-Laws that the terms of the Directors shall be staggered, with two (2) Directors being elected in odd-numbered years and three (3) Directors being elected in even-numbered years. The terms of the Directors elected in the first election shall be adjusted to carry out this intent.



Any Director may resign at any time by oral statement to that effect made at a meeting of the Board of Directors or in writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Director may specify. In the event of death or resignation of a Director, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor. If the remaining members cannot agree upon a person to fill such vacancy within ten (10) days after such vacancy is created, such remaining members shall call a special meeting of Lot Owners to fill such vacancy, such meeting to be held within thirty (30) days after such vacancy is created.

Excepting only Directors 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, that Director's successors shall be selected by the Declarant, if it is still in control of the Association, or by remaining members of the Board if the Declarant has turned the Association over to the Membership. The successor Director shall serve the unexpired 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 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 3: ELECTIONS. 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. Cumulative voting shall not be permitted.

Section 4: 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 out-of-pocket expenses incurred in the performance of his or her duty.

Section 5: REGULAR MEETINGS. Regular meetings of the Board shall be held no less than semi-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 6: SPECIAL MEETINGS. Special meetings of the Board shall be held when called by the President of the Board, or by any two (2) Directors, after no less than three (3) days notice to each Director.

Section 7: 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 the Directors, shall constitute a quorum for such meeting.



Section 8: VOTING POWER. Except as otherwise provided in the Declaration, or by law, the 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 9: ACTIONS 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 10: POWERS. The Board shall exercise all powers and authority, under law, and under the provisions of the Declaration, that are not specifically and exclusively reserved to the Members by law or by other provisions thereof; and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- a. Take all actions deemed necessary or desirable to comply with all requirements of law, and the Declaration;
- b. Obtain insurance coverage not less than that required pursuant to the Declaration;
- c. Enforce the covenants, conditions and restrictions set forth in the Declaration;
- d. Repair, maintain, and improve the Common Areas;
- e. Establish, enforce, levy and collect assessments as provided in the Declaration;
- f. Adopt and publish rules and regulations, subject to the provisions of Article VI, governing the use of the Common Areas and the personal conduct of the Members, occupants and their guests thereon, and establish penalties for the infraction thereof;
- g. Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and a hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Declaration);
- h. Declare the office of a member of the Board to be vacant in the event that such Director shall be absent from three (3) consecutive regular meetings of the Board;
- i. Authorize the Officers to enter into one or more management agreements in order to facilitate the efficient operation of the Property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board - the terms of any management agreement



shall be as determined by the Board to be in the best interests of the Association, subject, in all respects, to the provisions of the Declaration); and

- j. Do all things and take all actions permitted to be taken by the Association by law, or the Declaration not specifically reserved thereby to others.

Section 11: DUTIES. It shall be the duty of the Board to:

- a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at each annual meeting of the Members. or any special meeting when such statement is requested in writing by Members representing thirty percent (30%) of each class of Members who are entitled to vote;
- b. Supervise all Officers. agents and employees of the Association and see that their duties are properly performed;
- c. As more fully provided in the Declaration, to:
 - (i) Fix the amount of assessments against each Lot;
 - (ii) Give written notice of each assessment to every Member subject thereto within the time limits set forth therein; and
 - (iii) Foreclose a lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Member(s) personally obligated to pay the same, or both;
- d. Issue, or to cause an appropriate representative to issue, at a reasonable charge, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- e. Procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;
- f. Cause all Officers or employees handling Association funds to be bonded in an amount no less than the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force; provided, however, that fidelity bond coverage must at least equal the sum of three (3) months Annual Assessments on all Lots, plus the Association's reserve funds. A management agent handling funds for the Association shall also be covered by its own fidelity bond, naming the Association as an additional obligee, at the sole cost of said agent.
- g. Cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;



- h. Cause the restrictions created by the Declaration to be enforced; and
- i. Take all other actions required to comply with all requirements of law and the Declaration.

Section 12: ENUMERATION OF OFFICERS. The Officers of this Association shall be a President, Secretary, Treasurer, and such other Officers as the Board may from time to time determine. The same person may hold more than one office except the office of President and Secretary.

Section 13: SELECTION AND TERM. Except as otherwise specifically provided in the Declaration or these By-Laws, the Officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 14: 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 15: 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 16: 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. **Vice President.** The Vice President shall perform all the duties of the President in the event of his/her absence or disability and such other duties as may be assigned to him/her by the Board of Directors.
- c. **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 instead of the President in the event of the President's absence or refusal to act.
- d. **Treasurer.** The Treasurer shall assume responsibility for the receipt of and deposit in appropriate bank accounts all monies of the Association, the disbursement of such funds as directed by resolution of the Board, the keeping of proper books of account, the preparation of an annual budget and 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.

Section 17: LITIGATION. Notwithstanding any other provision of these By-Laws, the Declaration or the Articles, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the Lot Owners. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of the Declaration (including, without limitation, the enforcement of the restrictive covenants or the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article V of the Declaration, (c) proceedings involving challenges to ad valorem taxation, or (d) counter claims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant pursuant to the Declaration or is approved by the percentage vote, and pursuant to the procedures set forth in the Declaration.

ARTICLE VI

ADMINISTRATIVE RULES AND REGULATIONS

The Board may adopt administrative rules and regulations governing the operation and use of the Property not in conflict with the Declaration or these By-Laws.

ARTICLE VII

NOTICES AND DEMANDS

Any notice by the Board or by the Officers to a Member shall be deemed to be duly given, and any demand upon him shall be deemed by him to have been duly made, if delivered in writing to him personally, or if mailed by first class mail, postage prepaid, addressed to him at the Lot address and any notice by a Member to the Association shall be deemed to be duly given and any demand upon the Association shall be deemed to have been duly made, if in writing and delivered to an Officer of the Association.

ARTICLE VIII

AMENDMENT

These By-Laws may be amended from time to time at an annual or special meeting of the Association in accordance with the provisions set forth in the Declaration for amendment thereto.

ARTICLE IX



AUDIT

The Board, at its option, shall cause the preparation of an audited financial statement of the Association for the previous accounting year. In such event, the Board shall furnish such statement to those requesting it, provided that no such statement needs to be furnished earlier than ninety (90) days following the end of such accounting year.

ARTICLE X

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1: A Director or an Officer shall not be liable to the Members for any mistake of judgment, or negligent act, except there shall be liability for a Director's or Officer's individual willful misconduct or bad faith. The Association shall indemnify Directors and Officers, their heirs, executors and administrators, against all losses, costs, and expenses, including attorney's fees, reasonably incurred by any such person in connection with any action, suit or proceeding to which such person may be made a party by reason of being or having been or being a representative of a Director or Officer, except as to matters as to which the Director or Officer shall be finally adjudged in this action, suit or proceeding to be liable for willful misconduct or bad faith. The Board may purchase insurance in the amount it deems appropriate to provide this indemnification and the cost of this insurance shall be an expense of the Association. In the event of any settlement, indemnification shall be provided only in connection with those matters covered by the settlement as to which the Association is advised by counsel that the Director or Officer has not been guilty of willful misconduct or bad faith as a Director or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which a Director or Officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provision shall be treated by the Association as an expense of the Association. Nothing in this section shall be deemed to obligate the Association to indemnify any Member, who is or has been a Director or Officer, with respect to any duties or obligations assumed or liabilities incurred by the Member as a Member rather than as a Director or Officer.

ARTICLE XI

MISCELLANEOUS

Section 1: BOOKS AND RECORDS. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles, and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.



BK: 2685 PG: 1554

Section 2: FISCAL YEAR. The fiscal year shall begin on the first day of January of every year, except that the first fiscal year of the Association shall begin at the date of incorporation. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

Section 3: CONFLICT. In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 4: RULES AND REGULATIONS. As provided in Article VI hereof, the Board may adopt such reasonable rules and regulations and from time to time amend the same supplementing the rules and regulations set forth in the Declaration and these By-Laws as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all Members and occupants and the Property shall at all times be maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration or of these By-Laws, the provisions of the Declaration and of these By-Laws shall govern.

Section 5: NO ACTIVE BUSINESS TO BE CONDUCTED FOR PROFIT. Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Members or any of them.

Section 6: DEFINITIONS. All terms used herein shall have the same meaning as set forth in the Declaration.

Section 7: DELEGATION OF DUTIES. Nothing herein contained shall be construed so as to preclude the Association from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the Board shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

WHEREFORE, these By-Laws have been duly adopted by the Declarant of Amelia Park III Homeowners Association.

Effective this 13th day of January, 2017.

WELSH DEVELOPMENT, INC.

An Ohio corporation

By: Paul C. Webb
President