

**CONSOLIDATED, AMENDED, AND RESTATED  
DECLARATION OF SUBDIVISION RESTRICTIVE COVENANTS**

This Consolidated, Amended, and Restated Declaration of Subdivision Restrictive Covenants (this “Declaration”) is entered into and effective as of the date this Declaration is duly recorded with the Delaware County, Ohio Recorder’s Office (the “Effective Date”), by \_\_\_\_\_, President of the Liberty Lakes Homeowners Association (“Declarant”), on behalf of the owners of the Development (defined below).

**BACKGROUND INFORMATION**

- A. The following described lots comprise, collectively, the planned community in Delaware County, Ohio known as “Liberty Lakes” (the “Development” or “Liberty Lakes”), which was developed in three phases:
1. Situated in Liberty Township, Delaware County, and being Lots numbered 2197 through 2245 in Liberty Lakes, Section 1, Subdivision as the same are numbered and delineated upon the recorded plat thereof, and Record in Cabinet 1, Slides 562 and 562a, Recorder’s office, Delaware County, Ohio (collectively, the “Phase One Lots”).
  2. Situated in Liberty Township, Delaware County, and being Lots numbered 3031 through 3092 in Liberty Lakes, Section 2, Subdivision as the same are numbered and delineated upon the recorded plat thereof, and Record in Cabinet 1, Slides 757 and 757a, Recorder’s office, Delaware County, Ohio (collectively, the “Phase Two Lots”).
  3. Situated in Liberty Township, Delaware County, and being Lots numbered 3502 through 3547 in Liberty Lakes, Section 3, Subdivision as the same are numbered and delineated upon the recorded plat thereof, and Record in Cabinet 2, Slides 333 and 333A, Recorder’s office, Delaware County, Ohio. (collectively, the

“Phase Three Lots”, and collectively with the Phase One Lots and the Phase Two Lots, the “Lots”).

- B. The Phase One Lots are subject to that certain Declaration of Subdivision Restrictive Covenants recorded with the Delaware County Recorder as Instrument No. 1996-00005312 (“Prior Declaration One”). Pursuant to the terms thereof, Prior Declaration One may be amended, in whole or in part, or otherwise terminated, by a written instrument executed by at least seventy-five percent (75%) of the then-current owners of record title to the Phase One Lots.
- C. The Phase Two Lots are subject to that certain Declaration of Subdivision Restrictive Covenants of recorded with the Delaware County Recorder as Instrument No. 1998-00002755 (“Prior Declaration Two”). Pursuant to the terms thereof Two, Prior Declaration Two may be amended, in whole or in part, or otherwise terminated, by a written instrument executed by at least seventy-five percent (75%) of the then-current owners of record title to the Phase Two Lots.
- D. The Phase Three Lots are subject to that certain Declaration of Subdivision Restrictive Covenants of recorded with the Delaware County Recorder as Instrument No. 2000-00006135 (“Prior Declaration Three”). Pursuant to the terms thereof, Prior Declaration Three may be amended, in whole or in part, or otherwise terminated, by a written instrument executed by at least seventy-five percent (75%) of the then-current owners of record title to the Phase Three Lots.
- E. By written instruments executed and delivered between \_\_\_\_, 2022 and \_\_\_\_\_, 2022, and taken together a single written instrument, more than seventy-five percent (75%) of all of the owners of the Phase One Lots (the “Phase One Approving Owners”) voted to amend Prior Declaration One and adopt this Declaration as the Declaration of Subdivision Restrictive Covenants applicable to the Phase One Lots.
- F. By written instruments executed and delivered between \_\_\_\_, 2022 and \_\_\_\_\_, 2022, and taken together a single written instrument, more than seventy-five percent (75%) of all of the owners of the Phase Two Lots (the “Phase Two Approving Owners”) voted to amend Prior Declaration Two and adopt this Declaration as the Declaration of Subdivision Restrictive Covenants applicable to the Phase Two Lots.
- G. By written instruments executed and delivered between \_\_\_\_, 2022 and \_\_\_\_\_, 2022, and taken together a single written instrument, more than seventy-five percent (75%) of all of the owners of the Phase Three Lots (the “Phase Three Approving Owners”) voted to amend Prior Declaration Three and adopt this Declaration as the Declaration of Subdivision Restrictive Covenants applicable to the Phase Three Lots.
- H. Prior Declaration One, Prior Declaration Two, and Prior Declaration Three shall be referred to herein collectively as the “Prior Declarations.” The Phase One Approving Owners, Phase Two Approving Owners, and Phase Three Approving Owners are referred to herein collectively as the “Approving Owners.” The Approving Owners further authorized and directed Declarant, as President of the Association, to execute and record this Declaration on behalf of the Approving Owners for the purpose of consolidating the Prior Declarations into this Declaration, as a single written instrument applicable to the entirety of the Development, and amending, restating, superseding, and replacing the Prior Declarations in their entireties as set forth herein.

## DECLARATION

NOW, THEREFORE, in consideration of the foregoing Background Information, which is hereby incorporated fully into this Declaration, for other good and valuable consideration, Declarant, on behalf of the Owners (defined below), their successors, and assigns, hereby makes, declares, grants, and conveys this Declaration to create, encumber, and impose upon the Development the covenants and obligations hereinafter set forth to bind, encumber, and run with the title to the Development in the manner and for the term set forth in this Declaration.

On behalf of the Owners, and as directed and authorized by the Approving Owners, Declarant does hereby make, declare, impose, and adopt the following covenants, restrictions, and limitations upon the uses of the Development in furtherance of the following purposes:

- (a) The compliance with all zoning and similar governmental regulations.
- (b) The promotion of health, safety and welfare of all present and future Owners and residents of the Development.
- (c) The preservation, beautification and maintenance of the Development and all structures thereon.
- (d) The preservation and promotion of environmental qualities.
- (e) The establishment, for development of the Development, of requirements relating to land use, architectural features, and site planning.
- (f) The consolidation and establishment of uniform restrictive covenants for the Development.

If this Declaration is deemed ineffective at combining and consolidating the Prior Declarations into a single instrument with respect to the Development, this Declaration shall be deemed to constitute three separate and independent declarations of restrictive covenants, each of which, as applicable and respectively, (i) amends and restates Prior Declaration One and constitutes the amended and restated declaration with respect to the Phase One Lots; (ii) amends and restates Prior Declaration Two and constitutes the amended and restated declaration with respect to the Phase Two Lots; and (iii) amends and restates Prior Declaration Three and constitutes the amended and restated declaration with respect to the Phase Three Lots. The restrictions and covenants are hereby declared to inure to the benefit of the Declarant, its successors and assigns, and all owners of any Lot and all others claiming under or through them (each an "Owner" and collectively, the "Owners"). These restrictions shall remain in force and effect perpetually unless amended or terminated as provided herein. Any or all of these restrictions may be amended in whole or in part or terminated by a written instrument, or multiple written instruments that when taken together shall constitute a single written instrument, including by electronic or online voting or consent, which shall be deemed to be an executed instrument, executed by at least two-thirds (2/3) of the then-current Owners of record title to the Lots. Voting/execution shall be one vote/signature per Lot, the Owner of which must not be delinquent with dues and not in current violation of this Declaration or the bylaws of the Association (defined below). If multiple methods of voting are received, the Board of Directors or Trustees of the Association (the "Board") will record the in person vote as the primary vote or the last time stamped vote if via proxy or electronic submission. The method of voting shall be determined at the complete discretion of the Board.

It is hereby declared that irreparable harm will result to the Owners, the Association, and the other beneficiaries of these restrictive covenants by reason of violation of the provisions hereof or default in the observance thereof, and, therefore, each Owner, the Association, and each beneficiary shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of these restrictive covenants as well as any other relief available at law or in equity.

The following restrictions are hereby created, declared, and established:

1. **Land Use:** All of the platted Lots in Liberty Lakes shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot that would exceed two and one-half stories in height, and in no event shall any building be erected to a height exceeding thirty-five (35) feet from the finish grade of the building, together with necessary accessory buildings, including garage.

2. **Prohibited Activities:**

(a) **Commercial Activity.** No industry, business, trade, or profession of any kind, commercial, or otherwise designated for profit, will be conducted or permitted on any part of the Lots unless otherwise, and to the extent, expressly permitted herein. Notwithstanding the foregoing to the contrary, the foregoing prohibition of commercial activity shall not apply to Owners and residents who are considered to be “working from home”, “teleworking”, or engaging in any similar employment activity that does not require such person to commute to a centralized office, but which does not establish a Lot as a principal place of business.

(b) **Leasing.** Except as otherwise provided herein, no Lot shall be leased, licensed, or rented, whether for monetary compensation or not and whether pursuant to verbal or written terms, by the Owner of the Lot to any individual, entity, association, organization, or business; provided, however, the foregoing prohibition of leasing shall not apply to written lease agreements that are in effect as of the Effective Date (each a “Current Lease”), including any extension or renewal rights that; provided, however, an Owner shall not (i) enter into a new lease following the expiration or termination of a Current Lease, or (ii) amend a Current Lease for the purpose of adding renewal or extension rights or periods in contravention of this Declaration. For clarity, any renewal or extension rights existing as of the Effective Date in any Current Lease may be exercised without violation of this Declaration. In no event may a Lot be leased for “short-term” rentals (e.g., an “AirBnB” rental) or for transient purposes, which is defined for purposes hereof as any rental period for less than thirty (30) days. Notwithstanding anything in this Section 2(b) to the contrary, any Owner may request from the Board a hardship exemption with respect to the leasing restrictions herein. The Board will grant or deny an exemption request in its sole reasonable and good-faith discretion. Any exemption request by an Owner must include a description or discussion of the circumstances giving rise to the request along with a summary of the following terms of the proposed lease, to the extent known by the Owner: names of proposed tenants and occupants, lease term, and whether the proposed lease contains any extension or renewal rights. Any lease that is entered into following the Board’s grant of an exemption request will not be for a term longer than six (6) months (unless the Board specifically authorizes a longer term) and will not contain any extension or rental rights.

3. **Lot Split:** No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise so as to create a new Lot within the Development.

4. **Plan Approval:** For the purpose of maintaining specific architectural guidelines and standards for all Lots within Liberty Lakes, each Owner shall be required to submit to the Board one (1) set of complete building and site plans with specifications for the buildings intended to be erected thereon, setting forth the general arrangements of the exterior of the structure, including the color and texture of the building materials, the type and character of all windows, doors, exterior light fixtures, and appurtenant elements such as decorative walls, fences, chimneys, satellite dishes (24 inches in diameter or smaller), solar energy panels (roof placement only), geothermal systems, driveways and walkways and detailing the location of the structure on the Lot, including setbacks, driveway locations, garage openings, orientation of the structure to the topography and conformance with the grading and drainage plan. With respect to each Lot, no excavation shall be made thereon, no building shall be erected thereon, no fences

installed thereon, and no materials shall be stored thereon unless and until the Board shall have approved said plans and specifications in writing. If the Board fails within thirty (30) days after receipt of said plans and specifications, such plans and specifications shall be deemed to have been approved and the requirements herein fulfilled. If the Board disapproves said plans and specifications, the Owner may submit revised plans and specifications for the Board's consideration.

The Board shall not be responsible or liable to any Owner or resident of the Development by reason of the exercise of the Board's judgment in approving or disapproving plans submitted, nor shall the Board be liable for any expenses incurred by any Owner or resident in the preparation, submission and/or re-submission of proposed plans and specifications.

Within the easement areas designated on the recorded plats of Liberty Lakes, no structure, planting or other material shall be placed for permitted to remain which may damage or interfere with the installation of utilities or the direction of the flow of the drainage channels or water over said easement areas. The easement area of each Lot and all surface improvements thereon shall be maintained continuously by the Owner of said Lot, except for those improvements for which a public authority or public utility company is responsible.

All exterior architectural requests (this includes patios, decks, permanent fire pits, basketball courts, etc.) must be submitted to the Board for approval pursuant to the Association's bylaws (as amended, the "Bylaws"), which are duly adopted and approved and attached hereto as Exhibit B.

5. **Building Location:** No building shall be located on any Lot nearer to the Lot lines than the minimum building front, rear and side lines as shown on the recorded plat applicable to such Lot. For the purposes of this covenant, eaves, steps, and open porches shall not be construed to permit any portion of the building on a Lot to encroach upon any other Lot. No portion of any Lot nearer to any street than the building setback lines shall be used for any purposes other than that of a lawn, nor shall any fence or wall of any kind, for any purpose, be erected, placed or suffered to remain on any Lot nearer to any street now existing, or any hereafter created, than the front building lines of the building thereon, excepting ornamental railings, or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps. All building structures that may be erected that could store items, be habitable, or be enclosed must be physically attached to the existing house.

6. **General property maintenance:** All shrubs, trees, grass, and plantings of every kind shall be kept well maintained, properly cultivated and free of unreasonable weed growth, trash, and other unsightly material. All improvements shall at all times be kept in good condition and repair, shall not be allowed to become overgrown and as to hard surfaces are adequately painted or otherwise finished in accordance with specifications established by the Board. During the grass-growing season, yard grass shall be mowed and maintained regularly to present a "neat and well cared for" appearance, including edging/trimming along public pavement areas. The standard for whether yard care appears "neat and well cared for" shall be determined by the Board, in its reasonable and good-faith discretion, of the "average" condition of all other yards in Liberty Lakes. This also includes the removal of all unused or not-in-use landscaping materials (pots, bags of soil/mulch/peat/straw, bricks/pavers not in use, but not limited to them). They must be out of view of the street and abutting homes. This may also include lawnmowers, tractors, snowblowers, wheelbarrows, and other outdoor equipment and tools including, but not limited to shovels, tomato stakes and cages, hoes, etc., which may not be stored outside in view of the street or abutting properties. Sidewalk maintenance and care of street trees (including replacements), other than in or on the common areas of the Development, are the responsibility of the Owner of the Lot with respect to which such trees abut or relate. Street trees shall be maintained at the clearance height required by Liberty Township, Ohio. Sidewalk trees shall be maintained at a 7' height clearance.

7. **Children's toys and equipment:** Constructed outdoor playsets, swing sets, jungle gyms, trampolines, sports nets, etc. must be pre-approved by the Board and, once installed, erected, or otherwise placed following Board approval, kept well maintained. No portable sports equipment (basketball hoops, soccer nets, etc.) shall be left overnight in the streets or on sidewalks. One trampoline and playset is permitted per Lot. The grass must be maintained under and around all play structures.
8. **Nuisances:** No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighboring Lots.
9. **Temporary Residence:** No structure of a temporary character, trailer, tent, shack, garage, barn, shed, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.
10. **Miscellaneous Structures:** No building, trailer, garage, or any other type of structure shall be placed upon any Lot for storage or other purposes without the pre-approval of the Board, which may be granted, with or without conditions, or denied in the Board's reasonable and good-faith discretion.
11. **Animals:** No animals, birds, insects, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats and other household pets which are kept for domestic purposes only, and not kept, bred or maintained for any commercial purpose. No kennels or other structure for animals or pets shall be erected or maintained on any Lot.
12. **Waste Disposal:** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and removed from view from the street and neighboring Lots. This equipment may be set out at the street the day before the designated trash pickup day and must be placed back into a permissible storage location after pickup.
13. **Soils:** No soil shall be removed for any commercial purpose.
14. **Storage Tanks:** No above ground storage tanks, including, but not limited to, those used for storage of water, gasoline, oil, other liquid or any gas shall be permitted on a Lot outside of a building, except for propane tanks of a size and type customarily used in the operation of movable gas grills shall be permitted.
15. **Public Land Usage:** All Owners, residents and guests are subject to the conditions of these covenants during the use of the public streets, easements and sidewalks within the Development.
16. **Vehicles Not in Use:** No automobile or motor driven vehicle shall be left upon any Lot or any street within the Development for a period longer than seven (7) days in a condition wherein it is not able to be operated upon the public highway. After such seven-day period, the vehicle shall be considered a nuisance and detrimental to the welfare of the Development and shall be removed therefrom at the applicable Owner's expense (in the form of an assessment made by the Board, as further described in Section \_\_\_ below). Using protective vehicle covers for seasonal or long-term (four weeks) is not permitted unless the vehicles are parked or stored in a garage, out of view from the street and abutting properties.
17. **Hobbies:** Hobbies or other activities which tend to detract from the aesthetic character of the Development, and any improvements used in connection with such hobbies or activities shall not be permitted unless carried out or conducted within the building erected upon the Lot and not visible from

either the street or neighboring Lots. This restriction refers specifically but not exclusively to repairs of vehicles, including automobiles, bicycles, mopeds, motorboats, ATVs, jet skis, go-karts, motorcycles, golf carts and sailboats.

18. **Boat, Trailer and Vehicle Parking and Storage:** No truck (greater than one ton), trailer, boat, camper, recreational vehicle or commercial vehicle, ATV, jet skis, go-karts, motorcycles, or golf carts shall be parked or stored on the streets of the Development or on any Lot unless it is in a garage out of view from the street and abutting Lots; provided, however, that nothing herein shall prohibit the occasional non-recurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle for a period not to exceed twenty-four (24) hours in any period of seven (7) days. Temporary storage (i.e., POD, Uhaul, etc) and large commercial trash receptacles that will be located within the Development for more than seven (7) days must be approved in advance by the Board.

19. **Above Ground Swimming Pools:** No above ground swimming pool shall be permitted on any Lot. Temporary inflatable pools (less than 200 gallons) can be used and located in the backyard.

20. **Garage:** No dwelling may be constructed on any Lot unless an enclosed attached garage for at least two (2) automobiles is also constructed thereon. Single car additions will be allowable only with advanced Board approval. Any such garage must conform to the color, material, character of the house.

21. **Signs:** No commercial signs of any kind shall be displayed to the public view on any Lot, except one temporary sign of not more than twelve (12) square feet advertising the Lot for sale. Signs shall be well maintained and displayed in an aesthetically pleasing manner for the community. Signs cannot be lighted.

22. **Antennas:** Television and radio antennas, whether rooftop or ground mounted, including those of the “dish” type, shall be prohibited on the exterior of any house or Lot. Only satellite dishes smaller than twenty-four (24) inches in diameter are permitted, the location, design, and screening of which must be approved by the Board.

23. **Clothesline:** No clotheslines of any kind shall be permitted on any Lot.

24. **Exterior air conditioning window units:** Exterior air conditioning window units are not permitted.

25. **Gardens and compost:** Cultivated gardens (e.g., vegetable, cutting gardens) are only allowed in the backyard of the Lot and cannot have a length or width exceeding twelve (12) feet. Compost piles are prohibited; compost must be in a container.

26. **Mailboxes:** All mailboxes shall be of the same design, color and specifications as determined by the Board. Mailboxes must be maintained and painted regularly. Damaged mailboxes must be repaired or replaced by the Owner.

27. **Grading and Drainage:** No construction, grading or other improvements shall be made to any Lot if such improvement would interfere with or otherwise alter the general grading and draining plan of the Development or any existing swales, floodways or other drainage configurations. Owners must be aware of the possible effects of lot improvements such as decks, concrete slabs, patios, and/or any improvement that may affect drainage of their own Lots and neighboring Lots. Adjacent Owners who experience adverse impacts after an improvement is made must seek relief directly from the Owner of the installed property.

28. **Fencing:** Notwithstanding any other provision hereof, no chain link or plastic fencing shall be permitted upon any portion of the Lots or reserves in Liberty Lakes. No fence shall be erected on any Lot until the plans for such fence have been approved by the Board. All fencing requires approval of the Board BEFORE construction or risk possible removal at the Owner's expense if it does not conform to covenant requirements. A permit from Liberty Township may also be required and, if so, shall be obtained by the Owner at the Owner's sole cost and expense. Fences placed on "lake lots" (Lot numbers 2201-2218, 2230-2238, 3031-3034, 3076-3078, 3087-3092) shall have additional restrictions on the surrounding landscaping, placement and design of a fence at the discretion of the Board to ensure safe use of the lakes by residents and the community. Please refer to the Association's Architectural Guidelines approved by the Board.

29. **Violation:** Violation or breach of any covenant or restriction herein contained shall give to the Board, and its successors and assigns, the right to assign special assessments or fees to the violating or breaching Owner, and to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions to enjoin or prevent them from so doing and/or to cause said violation to be remedied, or to recover damages for said violation or violations.

30. **Homeowner's Association:** Previously hereto and as hereinafter referred to there has been created an Ohio non-profit corporation, the name of which is "LIBERTY LAKES HOMEOWNERS ASSOCIATION" (referred to herein as the "Association"). The Association shall be charged with the responsibility to care for and maintain the areas designated as commonly owned tracts/parcels within the Development and all entry and landscape features for the Development. Said responsibility shall include but not be limited to maintaining in an attractive manner the landscaping in the area, lake maintenance, common area walkways, seeding and mowing when needed, mulching, keeping the signage and the electrical lighting involved with the signage in an attractive and operative state of repair and to do those things which in the opinion of the Association will beautify and enhance the entrance way into the Development.

The Association shall have all the rights, powers, and duties established, invested or imposed pursuant hereto, by its Articles of Incorporation, Bylaws, its duly adopted rules and regulations, and the laws of the State of Ohio. Among other things, the Association shall have the power to borrow funds, pledge assets and receivables, arbitrate disputes, levy and collect assessments, maintain reserves, enter into contracts, and make such other actions as the Board deems appropriate in fulfilling its other purposes.

31. **Assessments:**

(a) Establishment of annual assessment: For the purpose of providing funds for the maintenance, repair, operation, and improvement of the areas designated as commonly owned tracts/parcels, entranceway and electrical systems, and other expenses and costs incurred by the Association, the Board shall, prior to January 1 of each year, determine an estimated budget for the following calendar year, and establish an equal annual assessment as to each Lot. These assessments shall be payable in advance annually, or in such periodic installments (monthly, quarterly, etc.), and shall have such due dates, as the Board from time to time determines, provided that if any installment of any assessment is not paid within ten (10) days after the same has become due, the Board may, at its option, without notice or demand (i) declare the entire balance of the assessment immediately due and payable, (ii) charge interest on the entire unpaid balance due and payable, at the highest rate of interest then permitted by law, or at such lower rate as the trustees may from time to time determine, and (iii) charge a reasonable, uniform, late fee, as determined from time to time by trustees. Notwithstanding the foregoing, for calendar year 2021 the assessments levy shall be Two Hundred and Fifty Dollars (\$250.00) per Lot

provided that each year after 2021, annual assessments shall be either: (A) the amount as determined by the Board or (B) or an amount established by Owners exercising no less than two-thirds ( $\frac{2}{3}$ ) of the voting powers of Lot owners, voting, in person, electronic or by proxy, at a meeting called for this purpose; provided, however, in neither event shall the annual assessment established for any year be greater than one hundred twenty percent (120%) of the value of the annual assessment established for the calendar year immediately prior.

(b) Special Assessments: In addition to the annual assessment set forth above, during any calendar year, the Board may levy a special assessment for the purpose of funding the construction, reconstruction, replacement, and/or repairs to the Development to the extent that any reserves are insufficient to complete the same and the purpose is determined to be an urgent project that was not previously budgeted for (e.g., accidental damage or vandalism to Development land, property or equipment).

(c) Establishment of lien for unpaid annual assessments and special assessments: If any Owner shall fail to pay any installment of an assessment under Section 31(a) or 31(b) within ten (10) days after due, the Association shall be entitled to a valid lien for the unpaid portion of such installment, if the Board so elects, together with interest, late fees and costs (including reasonable attorney's fees) thereon, which lien shall be effective from the date that the Association certifies the lien to the Delaware County Recorder. Additionally, each such assessment together with interest, late charges, and costs including reasonable attorney's fees), shall also be the joint and several personal obligations of the 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's or Owners' successors in title unless expressly assumed by the successors; provided, however, that the right of the Association to a lien against the Lot, or to foreclose any lien thereon for these delinquent assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby. Any lien filed by the Association hereunder shall be deemed subject and subordinate to any mortgage lien filed prior to the certification of the Association's lien to the Delaware County, Ohio Recorder, or prior to the date that the Association obtains a certification of judgment against the defaulting Owner, whichever is the first to occur.

(d) The Board in its sole discretion may assess against any Owner fees, late fees, reasonable attorney's fees and interest equal to the long-term Applicable Federal Rate in effect as of the date of the underlying assessment, breach, or violation, for violations any of the covenant provisions set forth in this Declaration or non-payment of annual assessments under Section 31(a) or special assessments under 32(b).

## 32. **General Provisions:**

(a) Enforcement: Except as hereinafter provided, each Owner and the Association shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration. Notwithstanding the foregoing, in the event of any dispute between Owners or between the Association and any Owner or Owners as to any matter provided for herein, other than with regard to the obligation for, levy, collection or enforcement of assessments (including, without limiting the generality of the foregoing, the creation, filing and enforcement of liens), the matter shall first be submitted by the Association for arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Ohio Revised Code), to be conducted by a single independent arbitrator selected by the Board.

(b) Compliance Lien: Each Owner shall comply, or cause compliance, with all covenants, requirements, and obligations contained herein, and with all rules and regulations promulgated by the Association. Upon the failure of an Owner to comply with such covenants, requirements, and obligations, the Association in addition to any other enforcement rights it may have hereunder, may upon action by the Board, take whatever action it deems appropriate to cause compliance, including, but without limitations, repair, maintenance, and reconstruction activities, and the removal of improvements or any other action required to cause compliance with the covenants, requirements, and obligations contained herein. All costs incurred by the Association in causing such compliance together with interest at such lawful rate as the Board may from time to time establish, shall be immediately due and payable from the Owner to the Association, and the Association shall be entitled to a valid lien as security for the payment of such costs incurred, and interest, which lien shall be effective from the date that the Association certifies the lien to the Delaware County, Ohio Recorder. Any such lien shall be deemed subject and subordinate to any mortgage lien filed prior to the certification of the Association's lien to the Delaware County, Ohio Recorder, or prior to the date that the Association obtains a certificate of judgment against such Lot owner, whichever is the first to occur.

(c) Joint and Several Obligations: Each and every obligation with respect to a Lot hereunder shall be the joint and several personal obligation of each Owner of a fee simple interest in such Lot at the time the obligation arose, and any deemed given, taken or received by all such joint owners.

(d) Severability; Waiver: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions hereof, which shall remain in full force and effect. Failure by any benefited party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any failure by Declarant, Owners, or the Association, however long continued (except in the case of a specific waiver thereof), to object to any breach of or to enforce any provision which is contained herein, be deemed as a waiver of the right to do so thereafter as to the same breach or as to any breach occurring prior or subsequent thereto.

33. **Acceptance:** By accepting a deed to a Lot, a grantee accepts the same subject to the covenants set forth in this Declaration and agrees for himself, herself, and his or her heirs, successors and assigns to be bound by each of such covenants jointly.

IN WITNESS WHEREOF, Declarant has hereto executed this Declaration this \_\_\_\_ day of \_\_\_\_\_, 2022.

By: \_\_\_\_\_,  
\_\_\_\_\_, President of Liberty Lakes  
Homeowners Association, on behalf of the Owners

STATE OF OHIO )  
 )ss:  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, President of Liberty Lakes Homeowners Association, an Ohio non-profit corporation, on behalf of the Owners of the Development described herein, acknowledged before me on

this day that, he or she, in such capacity and with full authority, executed the same voluntarily for and as the act of said entity. No oath or affirmation was administered to the signer with regard to the notarial act.

Given under my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

**EXHIBIT A**

**BYLAWS  
OF  
LIBERTY LAKES HOMEOWNER'S ASSOCIATION  
As of March 20, 2201**

**Article I. GENERAL PROVISIONS**

**Section I.01** Name and Location. The name of the association is "Liberty Lakes Homeowner's Association, an Ohio non-profit corporation (the "**Association**"). The mailing address of the Association shall be P.O. Box 1714, Powell, Ohio 43065.

**Section I.02** Definitions. Any terms which are capitalized or used in these Bylaws but which are not defined in these Bylaws shall have the meanings set forth in the Association's Declaration of Subdivision Restrictive Covenants, as recorded in the records of the Delaware County, Ohio Recorder's Office (a) on March 21, 1996, as instrument number 1996-00005312, (b) on February 3, 1998, as instrument number 1998-00002755, and (c) on March 2, 2000, as instrument number 2000-00006135 (collectively, the "**Declaration**"), as may be amended from time to time.

**Section I.03** Fiscal Year. The fiscal year of the Association begins on each January 1 and ends on the subsequent December 31.

**Article II. PURPOSES**

**Section II.01** Purposes. The purposes of the Association are:

- (a) To own and manage that property in the residential development commonly known as Liberty Lakes in Powell, Delaware County, Ohio (the "**Development**");
- (b) To collect periodic homeowner's association dues;
- (c) To pay expenses in connection with the Development and the Association;
- (d) To maintain insurance on the Development and the Association;
- (e) To enforce the Declaration and the Association's Articles of Incorporation, as amended (the "**Articles**"); and
- (f) To perform such other and further acts are necessary and appropriate to accomplish the foregoing purposes.

### **Article III. MEETING OF MEMBERS**

**Section III.01 Composition.** Each record Owner of a platted lot (each a “**Lot**”) in the Development shall be a “**Member**” of the Association. An Owner becomes a Member automatically when such Owner takes fee simple title to a Lot. The membership of an Owner shall automatically terminate at such time as that Owner ceases to own a fee interest in a Lot.

**Section III.02 Privileges of Membership.** Membership shall entitle the holder thereof, or its representatives in the event that a Member is not an individual, to all the privileges of membership, including the right to vote and to have access to all common areas of the Development. Persons in the family of a Member who live with the Member and are over the age of eighteen (18) years, tenants in possession of a Lot and those who live with such tenant and who are over the age of eighteen (18) years, but who are not themselves Members, shall have all privileges of membership, except that they shall not have the right to vote or to hold office.

**Section III.03 Eligibility to Vote.** All Members must be current and in good standing with the Association to be entitled to (a) vote, (b) hold elective or appointive office, and (c) serve on committees as may be established by the Board (defined below). The Owners of each Lot shall have one vote for each Lot owned in all elections and all matters requiring a vote as set forth herein; provided, however, joint, common or other multiple ownership of a Lot shall not entitle the Owners thereof to more than the number of votes which would be authorized if such Lot were held by one Owner. In the event that multiple votes are received from a Member the vote for the Member shall be discarded unless the last vote is in person.

**Section III.04 Annual Meetings.** The Association's annual meeting of the Members shall be held each year during first quarter of the fiscal year at a location in Delaware or any contiguous County of Ohio and at a time as the Association’s Board of Trustees (the “**Board**”) may designate. The purpose of the annual meeting shall be for electing trustees, updating the Members of previous and future community plans, making decisions regarding the Association, and for any other affairs of the Association. Notices of the annual meeting shall be mailed to all Members at least thirty (30) days before the meeting. Meetings may be held virtually at the discretion of the Board.

**Section III.05 Special Meetings.** Special meetings of the Members may be called at any time by (a) the president of the Association, or in the president’s absence, by any vice president of the Association, (b) by at least three (3) members of the Board, or (c) by the Members entitled to exercise at least one-fourth (1/4) of the voting power of Members. Any special meeting duly called shall be held on such date, hour, and location within Delaware County, Ohio as specified by the person(s) authorized to call the meeting.

**Section III.06 Notice of Meetings.** Written notice of each meeting of Members shall be given by the secretary of the Association, or at the direction of the person or persons authorized to call the meeting, by posting notice of the meeting on the Association’s website and/or sending via U.S. mail or electronic mail, in any such case not less than ten (10) days before such meeting

to each Member entitled to vote thereat; provided, however, if any Member requests in writing that notices of meetings be sent to such Member by mail, notices of non-emergency meetings will be sent to such Member by regular U.S. mail, postage prepaid. Notwithstanding the foregoing to the contrary, emergency special meetings may be called as provided herein by giving the Members not less than twenty-four (24) hours' prior notice of such meeting, such notice to be given by posting on the Association's website and/or by electronic mail. Notices of emergency special meetings need not be given by U.S. mail even if a Member has requested that all meeting notices be provided by mail. Notices sent by U.S. mail or electronic mail will be addressed to the Member's mailing address or electronic mail 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 not less than ten (10) days before the meeting or, in the case of emergency meetings, not less than twenty-four (24) hours before the emergency special meeting. If a Member requests to receive notice of non-emergency meetings by U.S. mail after an electronic notice for an upcoming scheduled meeting has been given to such Member, such request for transmission of notices by U.S. mail will be effective for all meetings following the meeting for which electronic notice has already been given. Any notice given under this Section 3.06 shall specify the place, day, and hour of the meeting and, in case of a special meeting, the purpose of the meeting.

**Section III.07 Quorum.** The presence of those Members, in person or by proxy, at any duly called and noticed meeting of Members entitled to exercise ten percent (10%) of the voting power of Members shall constitute a quorum for such meeting, but no action required by law, the Articles, or these Bylaws to be authorized or taken by a specific proportion or number of voting Members may be authorized or taken by a lesser proportion of Members.

**Section III.08 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 of the Member's Lot.

**Section III.09 Voting Power.** Except as otherwise provided herein, in the Articles or in the Declaration, the vote by the holders of sixty percent (60%) 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.

**Section III.10 Action in Writing Without Meeting.** Any action that could be taken by Members at a meeting may be taken without a meeting with the approval, in a writing or writings, of Members having not less than sixty percent (60%) of the voting power of Members.

## **Article IV. BOARD OF DIRECTORS**

**Section IV.01 Composition.** Trustees shall be elected at each annual meeting of the Members. The trustees shall initially be those trustees who have been duly elected and are serving as trustees as of the date of these Bylaws. The terms of office of such trustees shall be deemed to have begun on the most recent date such trustees were elected. Unless otherwise determined by the Members, the total number of trustees to constitute the entire Board shall be

not less than five (5) and no more than seven (7). No person may serve as a trustee unless such person is a natural person and an actual or beneficial Owner of a Lot in the Development.

**Section IV.02 Term.** Each trustee shall serve for a term of three (3) years from the date of his or her election or appointment. There shall be no limit to the number of terms during which a person may serve as a trustee. In the event that a trustee's term is up and the position is uncontested the trustee's position shall renew annually.

**Section IV.03 Nomination.** Nominations for the election of trustees to be elected by the Members shall be made from the floor at the annual meeting of Members. A potential trustee may so nominate himself or herself.

**Section IV.04 Election.** Trustees shall be elected at the annual meeting of the Members held each year. Election to the Board by the Members shall be by secret, written ballot or voice vote by the attending Members. At such election the Members or their proxies may exercise, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions hereof. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**Section IV.05 Removal of Trustees; Resignation.** Trustees may be removed from the Board, with or without cause, by approval of sixty percent (60%) of the Members as provided in Sections 3.09 and 3.10 above. A trustee may resign at any time by giving written notice to the Board and the resignation shall take effect upon receipt of said notice, unless stated otherwise. In the event of death, resignation, or removal of a trustee without the election of a successor trustee at the same meeting, that trustee's successor shall be selected by the remaining trustees and shall serve until the next annual meeting of Members, when a trustee shall be elected to complete the term of such deceased, resigned, or removed trustee. If a trustee conveys his or her Lot such that he or she is no longer an actual or beneficial Owner of a Lot, such trustee shall be automatically removed as a trustee upon such conveyance.

**Section IV.06 Regular Meetings.** Regular meetings of the Board shall be held no less frequently 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 IV.07 Special Meetings.** Special meetings of the Board shall be held when called by the president, or by any two (2) trustees. Such meetings shall be held not less than three (3) days after written or electronic notice to each trustee is given by the president or the Board, as applicable.

**Section IV.08 Quorum.** The presence at any duly called and noticed meeting of trustees entitled to exercise a majority of the voting power of trustees, shall constitute a quorum for such meeting.

**Section IV.09 Voting Power.** Except as otherwise provided in the Declaration, the Articles, or by law, the vote of a majority of the trustees voting on any matter that may be

determined by the trustees at a duly called and noticed meeting shall be sufficient to determine that matter.

**Section IV.10 Action in Writing Without Meeting.** Any action that could be taken by the trustees at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, signed by a majority of the trustees.

**Section IV.11 Powers.** The Board shall have all the powers and rights necessary to administer the Association's affairs and to perform the Association's responsibilities and to exercise its rights as set forth in these Bylaws, the Declaration and the Articles, provided that such rights and powers are not inconsistent with the provisions of applicable law and/or not limited by the provisions of the Declaration. Without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

(a) manage, control and restrict the use of the common areas of the Development and the conduct of the Members and their guests by adopting and publishing rules and regulations, and establishing monetary and other penalties to enforce any lack of compliance;

(b) suspend a Member's voting rights and the right to use the common areas if a Member is in default of any assessment payment due and owing to the Association, or for lack of compliance with the Association's published rules and regulations;

(c) maintain and landscape entrance areas and to own and to maintain aesthetically and functionally any Common Areas and construct and maintain any improvements thereon;

(d) declare the office of a member of the Board to be vacant if such member is absent from three (3) consecutive regular meetings of the Board;

(e) employ and supervise managers, attorneys, independent contractors, or such other persons as the Board may deem necessary to perform its functions;

(f) authorize the officers of the Association to enter into one or more contracts relating to maintenance of the entrance areas to the Development, common areas and any improvements thereon and the operation of the Association's affairs;

(g) authorize the president to execute deeds, easements, mortgages, and other conveyances of all or any portion of any real or personal property owned by the Association; and

(h) do all things and take all actions permitted to be taken by the Association by law, hereby or by the Articles or Declaration, and not specifically reserved thereby to others.

**Section IV.12 Duties.** It shall be the Board's responsibility to:

(a) maintain a complete and detailed record of all the Association's transactions and acts and furnish said records to the Members when such records are requested in writing by Members who are entitled to vote;

(b) supervise the Association's officers, employees, and agents to ensure proper and ethical performance of the assigned duties;

(c) As may be more fully provided or limited in the Declaration, to:

(i) subject to any approving vote of the Members required by the Declaration, increase or decrease the amount of Association assessments against each Lot;

(ii) give written notice of each Association assessment to every Member;

(iii) perfect and foreclose the lien against any Lot for which assessments are not paid within a reasonable time after they are due, or bring an action at law against the Members personally obligated to pay the same, or both;

(iv) maintain property, liability, and trustees and officers insurance in such amounts as are deemed sufficient by the Board;

(v) cause any real or personal property subject to the Association's scope of authority to be maintained within the scope of authority provided in the Declaration;

(vi) cause the restrictions created by the Declaration with respect to the Lots to be enforced; and

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

**Section IV.13 Compensation.** No trustee or officer shall receive compensation for their services. However, by resolution of the Board may be reimbursed for actual expenses incurred in the performance of their duties.

## **Article V. OFFICERS**

**Section V.01 Officers.** The officers of the Association shall be a president, a vice-president, a secretary and a treasurer.

**Section V.02 Term of Office.** Officers shall assume their duties at the close of the meeting at which they are elected. Officers shall serve until their successors are elected. An officer must be a Member of the Association.

**Section V.03 Vacancy in Office.** A vacancy in any office shall be filled by the Board.

**Section V.04 Removal and Resignation.** Any officer elected or appointed by the Board may be removed by the Board with or without cause. In any event of the death, resignation or removal of an officer, the Board in its discretion may elect or appoint a successor to serve the remainder of the current term.

**Section V.05 Duties.** Officers shall perform the duties provided in this section for each officer and such other duties as are prescribed for the office in these Bylaws.

(a) **President.** The president shall be the chief executive officer of the Association and shall preside at all meetings of the Members and of the Board to ensure that all orders and resolutions of the Board are carried into effect.

(b) **Vice President.** During the absence or disability of the president, the vice president, if any, shall have all the powers and functions of the president and perform such duties as the Board shall prescribe.

(c) **Secretary.** The secretary shall attend all meetings of the Association; record all votes and minutes of all proceedings in a book to be kept for that purpose; give or cause to be given notice of all meetings of Members and of special meetings of the Board; be responsible for preparing and making available a list of Members entitled to vote, indicating the names and addresses at each membership meeting; maintain all the Association documents and records in a proper and safe manner as required by applicable law; and perform such other duties as may be prescribed by the Board.

(d) **Treasurer.** The treasurer shall have the custody of the Association funds and securities; maintain complete and accurate accounts of receipts and disbursements in the Association's books; deposit all money and other valuables in the name and to the credit of the Association in such depositories as may be designated by the Board; disburse the funds of the Association as may be ordered or authorized by the Board and preserve proper vouchers for such disbursements; prepare, or cause to be prepared, the annual benefit report; render to the president and Board at the regular meetings of the Board, or whenever they require it, an account of all his or her transactions as treasurer and of the financial condition of the Association; render a full financial report at the annual meeting of the Members if so requested; and perform such other duties as are given to him or her by these Bylaws or as from time to time are assigned to him or her by the Board or the president.

## **Article VI. ASSOCIATION ASSESSMENTS**

Each owner of any Lot, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association assessments. The Declaration shall govern the determination, assessments, payment, time periods, consequences, lien rights, hearing rights, and all provisions relating to the Association assessments

## **Article VII. COMMITTEES**

The Board may designate from among its members an executive committee and other committees, each consisting of one (1) or more trustees, by resolution adopted by a majority of the entire Board. Each such committee shall serve at the pleasure of the Board.

## **Article VIII. INCORPORATION**

All provisions governing or relating to the Association and/or the Board that are set forth in the Declaration are hereby incorporated into these Bylaws by this reference as if such provisions were fully written herein.

## **Article IX. BOOKS AND RECORDS**

The Association's books, records and documents shall at all times be subject to inspection by any Member during reasonable business hours. Furthermore, all outgoing officers, trustees, employees or committee members must relinquish all official documents, records, and any materials and property of the Association in his or her possession or under his or her control to the newly elected members within thirty (30) days after the election.

## **Article X. AMENDMENTS**

**Section X.01 Amendment Process.** These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of the Members present in person or by proxy at a meeting called for such purpose and at which there is a quorum. Written notice of any proposed amendments to these Bylaws shall be delivered to all Members at least ten (10) days prior to any meeting at which the proposed amendment is to be discussed and/or voted upon.

**Section X.02 Conflict.** In the case of any conflict between these Bylaws and the Declaration, the Declaration shall control to the extent of the conflict. If any conflict exists between the Articles and these Bylaws, the Articles shall control to the extent of the conflict.

**Section X.03 Effective Date.** Amendments to these Bylaws are effective upon their approval in the manner set forth above, unless a later effective date is specified therein.

**Section X.04 Prior Bylaws.** All prior codes of regulations and bylaws of the Association are hereby replaced in their entireties by these Bylaws and shall have no further force or effect.

