

DECLARATION OF COVENANTS, EASEMENTS,  
RESTRICTIONS AND ASSESSMENT LIENS

FOR  
HIGHLAND LAKES

(SECTION 1)

This is a declaration of covenants, easements and restrictions made this 20th day of July, 1989 by PC/Indian Run Joint Venture, an Ohio General Partnership (hereinafter referred to as "Declarant").

Background

A. Declarant is the owner in fee simple of certain real estate, situated in the Township of Genna, County of Delaware and State of Ohio and

Being Lots 1450 through 1510 both inclusive of Highland Lakes Section 1, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 23, Pages 37 and 38, Recorder's Office, Delaware County, Ohio.

B. Declarant intends during the course of development of the land owned by Declarant, which will be described as Highland Lakes, to construct and develop certain common improvements, including landscaped areas, street islands, private streets, entrance walls, bicycle paths, sewers, and similar features for the benefit of Declarant as well as owners of all of the lots in Highland Lakes.

C. Declarant desires to create a plan of restrictions, easements and covenants concerning the lots in Highland Lakes and to retain in Declarant plan approval of the dwelling units to be constructed on said lots in Highland Lakes and said easements and covenants shall also relate to overall development for the benefit of and to protect the interest of the public, Declarant, each lot owner, and their respective heirs, successors and assigns.

COVENANTS, EASEMENTS, RESTRICTIONS  
AND ASSESSMENT LIENS

NOW, THEREFORE, Declarant hereby declares that the Lots shall be held, sold, conveyed and occupied subject to the following covenants, easements, and restrict-

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ions which are for the purpose of protecting the values and desirability of, and which shall run with the title to, the land and each part thereof, and be binding on all parties having any right, title or interest in the land and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, its successors and assigns, the Townships of Orange and Genoa, The Lakes Golf and Country Club, Inc. its successors and assigns, each Lot Owner, the respective heirs, successors and assigns of each Lot Owner, and the **HIGHLAND LAKES ASSOCIATION**, an Ohio not-for-profit corporation, whose members are all Lot Owners, formed to maintain and administer the common improvements which have been, and will be, transferred to it by Declarant, its successors and assigns, and administer and enforce the covenants created hereunder.

**ARTICLE I**  
**DEFINITIONS**

As used herein, the following terms shall have the following definitions:

Section 1. "Association" shall mean Highland Lakes Association, an Ohio not-for-profit corporation, its successors and assigns.

Section 2. "Common Improvements" shall mean those areas owned by the Association or designated by the Developer, which the Association and Lot Owners are required to maintain and administer, including landscaped areas, street islands, private streets, sewers, entrance walls, bicycle paths, and other improvements owned, maintained or administered by the Association or which are designated by the Developer or government authorities as the responsibility of the Association or Lot Owners.

Section 3. "Developer" shall mean PC/Indian Run Joint Venture, its successors and assigns.

Section 4. "Improvement" shall mean any change of any kind in any Lot and anything located thereon.

Section 5. "Lot" shall mean any lot as originally platted in the area hereby restricted, including the Lots described in Background paragraph A and any Lots added in accordance with Article V, Section 6 hereof.

Section 6. "Owner" or "Lot Owner" shall mean the holder of record title to the fee interest in any Lot, whether or not such title holder actually resides on or in any part of the Subdivision, his or her heirs, successors and assigns.

Section 7. "Restrictions" shall mean these covenants, restrictions, conditions and assessments together with all of the provisions contained herein as they now appear or as they may hereafter be amended.

Section 8. "Subdivision" shall mean Highland Lakes, Section I in Genoa Township, Delaware County, Ohio, and such additional areas as may be added in accordance with Article V, Section 6 hereof.

## ARTICLE II ARCHITECTURAL CONTROL

Section 1. Approval Required. No Improvements or change of any kind, including without limitation any

- (a) building, construction, placement of or addition to or alteration of any structure (whether temporary or permanent);
- (b) changes in color, material finish, or appearance of any improvement;
- (c) excavation, alteration of grade;
- (d) landscaping, tree or shrubbery removal or plantings;
- (e) construction, placement of or addition to or alteration of any:
  - i. fencing, walls, screening;
  - ii. walkways, driveways, parking area;
  - iii. patio, deck, porch;
  - iv. swimming pool, hot tub, spa;
  - v. children's recreational equipment or structures (including treehouses, playhouses, basketball hoops, and playground equipment);
  - vi. tennis court or other athletic facility; or
  - vii. flag pole, exterior lighting, ornamentation, or sign; or
- (f) any other change which in any way alters the exterior appearance of the Lot from its theretofore natural or improved state, includ-

ing a change, alteration or other modification of any of the foregoing previously approved hereunder;

shall be commenced or permitted to remain on any Lot unless such Improvement or change has the prior written approval of the Developer. No excavation shall be made, no construction begun and no materials shall be stored on the Lot until receipt of written approval from the Developer.

Section 2. Method to Request Approval. All approvals shall be requested by submission to the Developer of plans and specifications in duplicate, showing the following:

- (a) The arrangement of the interior and exterior of the residential structure including:
  - (i) color and texture of building materials;
  - (ii) type and character of all windows, doors and exterior lighting fixtures;
  - (iii) type and character of chimneys;
  - (iv) location of the structure and orientation of the structure to the topography;
- (b) Existing and proposed land contours and grades;
- (c) All buildings and other Improvements including walkways, access drives and parking areas, and other improved areas, and the locations thereof on the site, existing or proposed;
- (d) All landscaping, including existing and proposed tree locations and planting areas (and specie thereof), mail box locations, and exterior ornamentation;
- (e) Plans for all floors, cross sections and elevations, including projections and wing walls;
- (f) Exterior lighting plans;
- (g) Plans and specifications for all outdoor recreational and play areas, including swimming pool, children's recreational equipment or structures, spa, tennis court or other athletic facility;
- (h) Plans and specifications for walls, fencing, and screening;
- (i) Plans and specifications for patios, decks, and porches or any other exterior changes or Improvements;

- (j) Such other information, data, and drawings as may be reasonably requested by the Developer.

Specifications shall describe types of construction and exterior materials to be used, including, without limitation, the colors and manufacturers thereof, and shall otherwise be prepared according to standards established from time to time by the Developer.

Section 3. Basis of Approval. Approval shall be based, among other things, upon conformity and harmony of the proposed plans with the design and quality of the Subdivision as to external design, appearance and type of construction, materials, colors, setting, height, grade, finished grade elevation, landscaping and tree removal; other structures in Highland Lakes; the effect of the location and Improvements on neighboring property; and conformity of the plans and specifications to the purpose and general intent of this Declaration.

Section 4. Building Actions. If Developer disapproves the plans and specifications the Owner may revise and resubmit the plans and specifications until approval is received. The actions of the Developer through its approval or disapproval of plans and other information submitted pursuant hereto, shall be conclusive and binding.

Section 5. No Liability. Neither the Developer nor any agent or employee, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment, negligence, nonfeasance or misfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage problems resulting therefrom or any other effect on other Lots and Owners in the Subdivision. Every person and entity who submits plans to the Developer agrees, by submission of such plans, that he or it will not bring any action or suit against the Developer to recover any damages or to require the Developer to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance with these restrictions.

Section 6. No Reliance. No Lot Owner may rely upon the submission and/or approval of any such plans or the buildings or structures described therein, or upon

the Developer, to maintain the quality of, or a design plan for, the Subdivision.

Section 7. Requirement of Completion; Notice of Completion, Non-completion or Non-compliance.

An Owner shall cause any Improvement to be diligently pursued to completion within eighteen (18) months after the date construction is commenced. Upon the completion of any Improvement, the Owner may file with the Developer a notice of completion and compliance which shall give rise to a conclusive presumption in favor of the Owner that the Improvement is completed and in compliance with all provisions of this Article II, unless within thirty (30) days of the filing the Developer gives actual notice of non-compliance or non-completion. Notice of non-compliance or non-completion will be considered to be delivered when it is posted on or about the Improvements in question or delivered by certified mail or in person to the Owner.

ARTICLE III  
GENERAL PROVISIONS

Section 1. Residential Purposes. No Lot shall be used except for single-family residential purposes.

Section 2. Trade or Commercial Activity Barred. No trade or commercial activity shall be conducted upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to any Owner of any Lot in the Subdivision.

Section 3. Maintenance of Lots and Improvements. The Lots, including any land which has been altered from its natural state existing at the time of this Declaration, shall be landscaped according to plans approved in writing by the Developer. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Landscaping approved by the Developer shall be installed no later than one hundred eighty (180) days following occupancy of, or completion of, any building, whichever occurs first. No improved Lot shall be allowed to become overgrown or unsightly. All Improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Developer.

Section 4. Site Placement. All buildings and other Improvements shall be placed so that the existing topography and landscape shall be disturbed as little as possible, and so that the maximum number of desirable trees and other natural features will be preserved, unless the Developer approves in writing some other placement.

Section 5. Exterior Materials and Colors. Finish building materials shall be applied to all sides of the exteriors of buildings. Colors shall be harmonious and compatible with colors of the natural surrounding and adjacent buildings and Improvements. The Developer shall have the sole right to approve or disapprove materials and colors so controlled.

Section 6. Garage. No dwelling may be constructed on any Lot unless an enclosed garage for at least two automobiles is also constructed thereon.

Section 7. Service Screening, Storage Areas. All garbage, trash and other waste shall be placed in containers which shall be concealed and contained within buildings, or shall be concealed by means of a screening wall of material similar to and compatible with that of the building on the Lot, or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year. These elements shall be integrated with the building plan, designed so as not to attract attention, and shall be located in as reasonably inconspicuous a manner as possible. Unless specifically approved by the Developer, no materials, supplies or equipment shall be stored on the Lot except inside a closed building, or behind a visual barrier screening such areas so that they are not visible from neighboring streets or properties.

Section 8. Drives, Curbs and Walks: Drives, curbs, parking areas and walks shall be constructed or altered only in accordance with plans and specifications submitted to and approved in writing by the Developer.

Section 9. Storage Tanks. No 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 a building except as approved in writing by the Developer.

Section 10. Building Exterior. All windows, porches, balconies and the exterior of buildings shall at all times be maintained in a neat and orderly manner. No clothing or any other household fabrics shall be hung in the open on any Lot and

no clotheslines or other outside drying or airing facilities shall be permitted.

Section 11. Removal of Trees. In order that the natural beauty of the Sub-division may be preserved, no living tree having a caliper measurement or diameter of six (6) inches or more shall be destroyed or removed from a Lot unless specifically approved by the Developer. In the event of a violation of this paragraph, Developer may, at its option, cause any tree so removed or destroyed to be replaced with another tree and the Owner of the Lot on which the tree was located shall reimburse Developer for all expenses incurred by it; provided, however, that with respect to the replacement of a tree, there shall be no obligation of reimbursement in any amount in excess of the expenses which would be incurred if the destroyed or removed tree were replaced with a tree similar in type and size.

Section 12. Pools and Hot Tubs. No above ground pool which requires a filtration system or is more than six (6) feet in diameter and 18 inches deep shall be placed or maintained on any Lot. No other swimming pool, hot tub or spa may be placed or maintained on any Lot without the prior written approval of the Developer.

Section 13. Fencing: The only fencing permitted shall be a privacy fence of not more than six (6) feet in height immediately around a patio, pool or similar Improvement or such other fencing as is approved in writing by the Developer. No fencing shall be permitted except immediately around a pool, patio or similar Improvement on any Lot abutting the golf course of the Lakes Golf and Country Club.

Section 14. Mailboxes. All mailboxes in the Subdivision shall be selected by the Developer, who shall also prescribe the location and installation of the boxes. Owners shall purchase and maintain the required boxes. *AT THE TIME THE OWNER IS READY FOR MAIL BOX INSTALLATION HE SHOULD CALL CEARL CRAFT PRODUCTS, INC. 614-759-1600 FOR INSTALLATION SCHEDULE.*

Section 15. Exterior Lighting. Only exterior lighting which has the prior written approval of the Developer may be installed on a Lot.

Section 16. Hobbies: Hobbies or activities that tend to detract from the aesthetic character of the Lot, and Improvements used in connection with such hobbies or activities, shall not be permitted unless carried out or conducted within a building and not visible from either the street or adjoining property. This section includes, but is not limited to, such activities as automotive and boat repair, and sports activities.

Section 17. Temporary Residences. No structure of a temporary character, trailer, boat trailer, truck, commercial vehicle, recreational vehicle (RV), camper shell, all terrain vehicle (ATV), camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be used as a residence on any Lot either temporarily or permanently.

Section 18. Mineral Exploration. The Lot shall not be used in any manner to explore for, use, or exploit commercially any water, oil or other hydrocarbons, minerals of any kind, gravel, earth, soil, or any other substance located in or under the ground.

Section 19. Machinery and Equipment. No commercial machinery or equipment of any kind shall be placed, operated or maintained upon the Lot except such machinery or equipment reasonably necessary for use in connection with maintenance or construction of Improvements as approved by the Developer.

Section 20. Signs. No signs of any kind shall be displayed on any Lot, except one temporary sign of not more than two feet by two feet (2' x 2') advertising the property for sale or rent, or used by the builder to advertise the property during the construction sales period, or signs the restriction of which is prohibited by law.

Section 21. Antennas. Television and radio antennas, including but not limited to, satellite dishes, whether rooftop or ground mounted, shall be prohibited on the exterior of any Improvement or Lot.

Section 22. Solar Panels. No solar panels, attached or detached, shall be permitted on any Lot.

Section 23. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighboring property. Without limiting any of the foregoing, no exterior lights, the principal beam of which shines upon portions of a Lot other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of another Lot by the occupants thereof, and no speakers, horns, whistles, bells or other sound devices which can be heard off the Lot, shall be

located, used or placed on a Lot, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

Section 24. Temporary Improvements. No temporary building or structures shall be permitted on any Lot; provided, however, trailers, temporary buildings, barricades and the like shall be permitted during construction of initial Improvements on a Lot, provided the design, appearance, and location has the prior written approval of the Developer. Such Improvements shall be removed not later than fourteen (14) days after the date of completion of the Improvements for which the temporary structure was used, and shall be permitted to remain for no longer than one (1) year, unless a greater period is approved in writing by the Developer.

Section 25. Animals. No animals, birds, insects, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats, or other household pets which are kept for domestic purposes only, and are not kept, bred or maintained for any commercial purpose. No more than two dogs or two cats or two other pets which are permitted outdoors may be kept on any Lot except when animals in excess of such numbers are less than three months old.

Section 26. Boat, Trailer, and Vehicle Parking and Storage. No automobile, truck, trailer, boat, camper, recreational vehicle, commercial vehicle, or other motor driven vehicle shall be parked or stored on any Lot unless it is in a garage; provided, however, that nothing herein shall prohibit the occasional nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on a Lot for a period not to exceed 72 hours in any period of thirty (30) days.

Section 27. Lot Split. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, so as to create a new building lot.

Section 28. Contiguous Lots. An Owner may use more than one Lot as a site for a single dwelling unit only if the Owner obtains the prior written permission of the Developer.

Section 29. Utility and Drainage Easements: Location of easements for the installation of utilities and for surface drainage are reserved as shown on the recorded plat. No lines, wires or other devices for communication purposes, including telephone,

television, data and radio signals, or for transmission of electric current or energy, shall be constructed, placed or maintained anywhere in or upon the Subdivision unless they are placed and maintained underground or concealed in, under or on buildings or other Improvements; provided that above-ground electrical transformers and other equipment may be permitted if properly screened with the prior written approval of the Developer. All gas, water, sewer, oil and other pipes for gas or liquid transmission shall be placed underground or within or under buildings or other Improvements. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone service incident to the construction of Improvements.

Section 30. Use of Public Easements. In addition to the utility easements herein designated, easements in the streets, as shown on the plat, are hereby reserved and granted to the Developer, and any utility company or governmental unit engaged in supplying one or more utility services to the Subdivision to install, lay, erect, construct, renew, operate, repair, replace, maintain or remove all and every type of gas, water, sanitary or storm sewer or other utility facilities.

Section 31. Drainage and Grading. No drainage ditches, cuts, swales, streams, impoundments, ponds, or lakes; no mounds, knobs, dams or hills, and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be destroyed, altered or modified without the prior written approval of the Developer. No Improvements to a Lot shall be made in any manner whatsoever that are inconsistent with the master grading plans established by the Developer for the Lot, as the plans now exist or may hereafter be modified from time to time, without the prior written approval of the Developer. All Lot Owners shall obtain certification from a licensed engineer after completing any Improvement that the master grading plans have been observed. Whenever, because of construction of Improvements on a Lot, or for some other reason, silt runs off of the Lot onto any adjacent property, the Owner of the Lot shall be obligated to provide a means of siltation control to prevent such run off.

Section 32. Time for Building Completion and Restoration. All construction on any Lot in the Subdivision shall be completed within eighteen (18) months after the beginning of such construction. Any Improvement which has been partially or totally destroyed by fire or otherwise shall be repaired or removed within three (3) months after the time of such destruction.

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Section 33. Lakes and Ponds. No Owner, or any other person, shall have access to, or the right to use, any lake, pond, stream or other body of water in or adjacent to the Subdivision for boating, swimming or any other purpose, except that Owners of Lots abutting on the Westerville reservoir may fish in that reservoir only from their Lots.

Section 34. Interference with Play on Golf Course. Owners of Lots bordering on the golf course of the Lakes Golf and Country Club shall be obligated to refrain from any actions which would detract from the playing qualities of the course. During any golf tournament held at the Lakes Golf and Country Club which is sanctioned by any professional golfers' association or international, national or state amateur golf organization, Owners of Lots bordering the course shall during hours of play suspend all construction activity, lawn maintenance and all other abnormally noisy activities which may cause disturbance to the tournament.

Section 35. Access to Golf Course. Access to the grounds of the Lakes Golf and Country Club shall only be permitted at such locations as shall be agreed to and designated by the Club and the Developer.

Section 36. Easement Across Lots Adjacent to Golf Course. Until such time as a dwelling unit is constructed on a Lot which borders a fairway area of the Lakes Golf and Country Club, the Lakes Golf and Country Club shall have a license to permit and authorize its agents and registered golf course players and their caddies to enter upon the Lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass.

Section 37. Entrance Walls, Fencing, Subdivision Identification Signs, Earthmounds and Landscaping.

The walls, fencing, subdivision identification signs, earthmounds, electrical facilities, irrigation systems and landscaping placed on any of the Lots in the Subdivision by Developer shall not be removed or changed except by the Developer who shall have the right to enter the Lots to do so. They shall be maintained in good condition by the Association, or, if not, by the Owners of Lots on which such features are located.

Section 38. Private Streets. The entrance drive west from Worthington-Galena Road will not be dedicated. The responsibility for maintenance and repair of that street shall be that of, and allocated to, all Lot Owners of the Subdivision. The maintenance and repair of the street shall be administered through the Association. The street shall be maintained in a clean, safe and aesthetically attractive condition at all times so that at a minimum the condition would comply with the standards imposed by the Townships in which it is located.

Section 39. Maintain Common Improvements. The responsibility for maintaining the Common Improvements in a well-maintained, attractive and aesthetically appealing condition shall be the responsibility of the Association. That responsibility shall include but not be limited to, caring for and maintaining the Common Improvements, including seeding and mowing when needed, and maintaining and paying the cost for landscaping entrance walls and the electrical and lighting service constructed by Developer to service the Common Improvements, as well as maintaining sewers as required by the Developer or governmental authorities.

#### ARTICLE IV ASSESSMENTS

Section 1. Establishment of Assessment: For the purpose of providing funds for maintenance and improvement of the Common Improvements, and other expenses and costs incurred by the Association, the Association shall on a date selected by the Developer, and prior to January 1 of each calendar year thereafter, determine an estimated budget for the following calendar year, or in the case of the first year, if only a part of a calendar year, for the remainder of that calendar year, and establish an equal annual assessment as to each Lot. The total assessment collected for the Lots in the Subdivision must be an amount sufficient to meet the obligations of the Association under this Declaration. These assessments shall be payable in advance in such periodic installments and on such due dates, as the Association from time to time determines, provided, that if any installments of any assessment is not paid within thirty (30) days after it has become due, the Association may, at its option, without notice or demand (i) declare the entire balance of the assessment immediately due and payable; (ii) assess interest on the unpaid balance at the highest rate of interest then permitted by law, or at such lower rate as the Association may from time to time determine, and (iii) assess reasonable, uniform, late fees.

Section 2. Establishment of Lien: If any Lot Owner shall fail to pay any installment within thirty (30) days after it is due, the Association shall be entitled to a valid lien for that installment or the unpaid portion of that year's assessment, if the Association so elects, together with interest, late fees and costs, which lien shall be effective from the date that the Association certifies the lien to the Delaware County Recorder.

#### ARTICLE V

#### ENFORCEMENT AND MISCELLANEOUS

Section 1. Enforcement: Except as hereinafter provided, Developer, the governmental units in which the Subdivision is located, the Lakes Golf and Country Club, each Lot Owner, and the Association, jointly and severally, 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 Lot Owners or between the Association and any Lot Owner or Owners not including the Developer, 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 be submitted to a single independent arbitrator selected by the Association who shall decide the dispute in accordance with and pursuant to the arbitration laws of Ohio and the arbitrator's decision shall be final and enforceable as provided above.

Section 2. Special Assessment Lien: Each Lot 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 a Lot Owner to comply with such covenants, requirements, and obligations, the Association or Developer, in addition to any other enforcement rights this may have hereunder, may, take whatever action either deems appropriate to cause compliance, including, but without limitation, entering upon the Lot for repair, maintenance, reconstruction and removal of any Improvements thereon or any other action required to cause compliance with the covenants, requirements and obligations contained herein. All costs incurred by the Association or Developer in causing such compliance, together with the interest at such lawful rate as the Association or Developer may from time to time establish, shall be immediately due and payable from the Lot Owner to the Association

or Developer, and the Association or Developer 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 or Developer certified the lien to the Delaware County Recorder.

Section 3. 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 the Lot at the time the obligation arose or thereafter until paid, and any demand or notice, hereunder or pursuant hereto to one of such joint Owners shall be deemed given, taken or received by all such joint Owners.

Section 4. Severability and Waiver: Invalidation of any one of these covenants or restriction by judgment or court order shall in no way effect any other provision, which shall remain in full force and effect. Failure by a 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.

Section 5. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless by agreement of the Owners of two-thirds (2/3) or more of the Lots, these covenants and restrictions are sooner terminated. This Declaration, as it relates to the Subdivision, may be amended by a duly executed and recorded instrument signed by the Owners of no less than two-thirds (2/3) of the Lots in the Subdivision, provided that any such amendment during the first ten (10) years after the date hereof must also be approved by the Developer. Notwithstanding the foregoing, and in addition thereto, the consent of all Lot Owners present, in person or by proxy, who are entitled to vote at a duly called and noticed meeting of the Association, and the written consent of Developer, if it then owns a Lot or Lots, shall be required for any amendment hereto which effects a change in (i) the method of dividing the assessments, (ii) the method of voting on Association matters, or (iii) the fundamental purposes for which the Association is organized. A holder or insurer of a first mortgage on any Lot, upon written request shall be entitled to timely written notice of any proposed amendment hereto.

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Section 6. Additions to the Subdivision. Upon the execution and delivery by Developer of a Deed or Declaration of Covenants, Easements, Restrictions and Assessment Liens, and the filing of the same with the Recorder of Delaware County, submitting real property to the lien for assessments established by Article IV hereof, the real property described therein shall become a part of the Subdivision as defined in Article I hereof. Such additions may be made and perpetuated without the consent of the Owners.

Section 7. Transfer to Association. The foregoing notwithstanding, at any time Developer no longer wishes to retain the rights granted to it in this Declaration, it may transfer those rights to the Association, and by such transfer this Declaration will be deemed to be amended, so that every reference to "Developer" herein shall be changed to "Association".

Section 8. Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title or estate in any portion of the Subdivision is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein whether or not a reference to this Declaration is contained in the instrument by which such person acquired an interest in a portion of the Subdivision.

Section 9. Easements. All Lot Owners shall grant utility easements to Developer for the purpose of constructing utility lines over or through the Owner's Lot. Developer shall present to Owner a survey of any proposed easement which shall be subject to approval by the Owner, which approval will not be unreasonably withheld. Subject to the aforesaid approval, Owner agrees to execute all appropriate documents to accomplish the foregoing.

ARTICLE VI  
ACCEPTANCE

Section 1. Acceptance. By accepting a deed to any of the above described real estate or Lots, an Owner accepts the same subject to the foregoing covenants and agrees for him or herself, his or her heirs, successors and assigns to be bound by each of the covenants.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed on its behalf on or as of the 20<sup>th</sup> day of July, 19 89.

Signed and acknowledged in the presence of:

PC/Indian Run Joint Venture

Treasure L. Anderson

By Planned Communities, Inc.  
Managing Partner

Jacquelyn Wagner

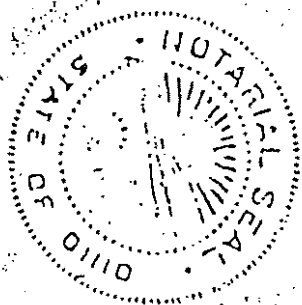
By [Signature]

STATE OF OHIO

County of Franklin ss:

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared Jay S. Dittler, the President of Planned Communities, Inc., Managing Partner of PC/Indian Run Joint Venture, who acknowledged the signing of the foregoing instrument to be his free act and deed on behalf of said corporation and Joint Venture for the uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20<sup>th</sup> day of July, 19 89.



Treasure L. Anderson

Notary Public

My Commission Expires Sept 30, 1993

MAIL

150 W. Whittier  
E. W. Dunning Rd  
Washington

Building & Development  
Title Agency

DELAWARE COUNTY, OHIO	
FILED FOR RECORD	<u>JUL 26 1989</u>
<u>10:32</u> O'CLOCK	<u>A</u> M
RECORDED	<u>July 31 19 89</u>
RECORD.	
VOL. <u>515</u>	PAGE <u>353</u>
<u>Kay C. Conklin</u>	
COUNTY RECORDER	
FEE \$ <u>4.00</u>	<u>sc</u>

90537

PC/Indian Run Joint Venture

Highland Lakes Sec 1  
in plat book 23 page 37

Restrictions

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Genes lots 1450 thru 1570 incl  
Highland Lakes Sec 1

CODE OF REGULATIONS  
OF  
HIGHLAND LAKES ASSOCIATION

ARTICLE I

The name of the Association is Highland Lakes Association. The principal office of the Association shall be as provided by the Articles.

ARTICLE II

Section 1. Declarant. The Declarant, as referred to herein, is PC/Indian Run Joint Venture.

Section 2. Membership Area. Highland Lakes Association shall include the owners of all Lots in every section of Highland Lakes, Highland Lakes North, Highland Lakes East, Pine Valley, Oakmont, Oakhill, and every other area which may be added to Highland Lakes by any Declaration of Covenants, Easements, Restrictions and Assessment Liens executed by Declarant (hereinafter referred to as the "Declarations").

ARTICLE III

Members

Section 1. Composition. Each Lot Owner, as defined in the Declaration, including Declarant, so long as it is a Lot Owner, is a member of the Association.

Section 2. Privileges of Membership. Membership shall entitle the holder thereof, or its representative in the event that the member is not an individual or individuals, to all the privileges of membership, including the right to vote as set forth in Section 3 and to hold office in accordance with the provisions hereof; and to have free access to all property of the association. Persons in the family of a member who live with the member, tenants in possession of a Lot and persons in the family of a tenant in possession of a Lot who live with such tenant, 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. Any person entitled to membership shall make such fact known to the Association. Until such fact is made known to the Association, the member may not vote, receive notice of meetings, nor enjoy any other privileges or benefits of membership.

Section 3. Voting Rights. Subject to the following limitations, the record owner of any Lot shall have one vote for each Lot owned by such owner. If more than one person or entity owns any single Lot, then the owners shall determine, among themselves, who shall be entitled to exercise the single vote for each Lot. If the owners of any Lot cannot jointly agree as to which of them shall be entitled to exercise the vote attributable to that Lot, then the right to vote shall be forfeited until such time as the owners designate which of them shall exercise such vote.

NOTWITHSTANDING ANY PROVISION IN THIS CODE OF REGULATIONS TO THE CONTRARY, all voting power of the Association shall be exercised by Declarant until the earlier of the following two dates: (1) January 1, 2003 or (2) the date Declarant voluntarily relinquishes voting control. Declarant may voluntarily relinquish such voting control at any time, in which event the owner of each Lot shall have one vote. The date upon which such voting control is relinquished by Declarant shall be referred to as the "Turnover Date."

Section 4. Annual Meetings. Regular annual meetings of the members shall be held each year hereafter, on a date, at an hour, and at a location in Delaware County, Ohio, established, from time to time, by the trustees.

Section 5. Special Meetings. Special meetings of the members may be called at any time by the president or by the trustees or upon written request of members entitled to exercise one-fourth ( $\frac{1}{4}$ ) or more of the voting power of members, and shall be held on such date, at such hour, and at such location within Delaware County as specified by the person calling the meeting.

Section 6. Notice of Meetings. Written notice of each meeting of members shall be given by, or at the direction of, the person or persons authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five days before the meeting. The notice shall specify the place, the day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 7. Quorum. The members present, in person or by proxy, at any duly called and noticed meeting of members, shall constitute a quorum for such meeting.

Section 8. Proxies. At any meeting of members a member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a member of his, her, or its Lot.

Section 9. Voting Power. Except as otherwise provided herein, in the Articles or in the Declaration, or by law, a majority of the voting power of members at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of members except as otherwise specifically provided.

Section 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 affirmative vote or approval, in a writing or writings, of members having not less than two-thirds ( $\frac{2}{3}$ ) of the voting power of members.

## ARTICLE IV

### Board of Trustees

Section 1. Initial Trustees. The trustees shall initially be those named in the Articles, or substitutes or additional trustees selected by Declarant as long as the Declarant has sole voting rights.

Section 2. Successor Trustees. At the annual meeting of members next following the Turnover Date, the members shall elect three trustees for staggered terms ending at the next three successive meetings. At such annual meetings thereafter, the members shall elect a trustee to replace the trustee whose term then expires, for a term of three years.

Section 3. Removal. Excepting only trustees named in the Articles or selected by Declarant, any trustee may be removed from the Board, with or without cause, by a majority vote of the members. In the event of death, resignation, or removal of a trustee other than one named in the Articles or selected by Declarant, without the election of a successor trustee at the same meeting, that trustee's successor shall be selected by the remaining members of the Board 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. Declarant shall have the sole right to remove, with or without cause, any trustee designated in the Articles or selected by it, and select the successor of any trustee selected by it who dies, resigns, is removed or leaves office for any other reason before the first election of trustees.

Section 4. Nomination. Nominations for the election of trustees to be elected by the members after the Turnover Date shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board, and two or more members appointed by the Board. The Nominating Committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 5. Election. Election to the Board by the members after the Turnover Date shall be by secret written ballot. At such elections 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 6. Compensation. Unless otherwise determined by the members at a meeting duly called and noticed for such purpose, no trustee shall receive compensation for any service rendered to the Association as a trustee. However, any trustee may be reimbursed for his or her actual expenses incurred in the performance of duties.

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

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by any two trustees, after not less than three days notice to each trustee.

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

Section 10. Voting Power. Except as otherwise provided in the Declarations or Articles, or by law, 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 11. Action in Writing Without Meeting. Any action that could be taken by trustees at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the trustees.

Section 12. Powers. The Board shall exercise all powers and authority, under law, and under the provisions hereof and of the Articles or Declarations, that are not specifically and exclusively reserved to the Lot owners 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, this Code, the Declarations and the Articles;
- (b) obtain insurance coverage, and cause officers and employees having fiscal responsibilities to be bonded, as the Board deems appropriate;
- (c) enforce the covenants, conditions, and restrictions set forth in the Declarations;
- (d) maintain the common improvements designated by the Declarations (hereinafter referred to as "Common Areas");
- (e) establish, enforce, levy and collect assessments as provided in the Declarations;
- (f) adopt and publish rules and regulations governing the use of the Common Areas;
- (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 hearing) or a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provision of the Declaration;
- (h) declare the office of a member of the Board to be vacant in the event such trustee shall be absent from three consecutive regular meetings of the Board;
- (i) authorize the officers to enter into one or more management agreements with third parties in order to facilitate the efficient operation of the Association's affairs; and
- (j) do all things and take all actions permitted to be taken by the Association by law, hereby, or by the Articles or Declaration, not specifically reserved thereby to other.

Section 13. 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, or at any special meeting when such statement is requested in writing by members representing one-half ( $\frac{1}{2}$ ) or more of the voting power of members;

(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 as provided therein;

(ii) give written notice of each assessment to every member subject thereto within the time limits set forth therein; and

(iii) foreclose the lien against any Lot for which assessments are not paid within a reasonable time after they are authorized by the Declarations to do so, or bring an action at law against the member personally obligated to pay the same, or both;

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

(e) keep the improvements erected on the Common Areas, if any, insured against loss by fire and other hazards, and, if the Board deems it desirable, maintain liability insurance in such amount as is deemed sufficient by the Board or the Declarations;

(f) cause the Common Areas to be maintained properly;

(g) cause the restrictions created by the Declarations to be enforced as they see fit; and

(h) take all other actions required to comply with all requirements of law, the Articles, and the Declarations.

ARTICLE V

Officers

Section 1. Enumeration of Officers. The officers of this Association shall be a president, a secretary, a treasurer, and such other officers as the Board may from time to time determine. No officer need be a member of the association nor need any officer be a trustee. The same person may hold more than one office.

Section 2. Selection and Term. The officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

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

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

Section 5. Duties. The duties of the officers shall be such duties 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, execute documents on behalf of the Association, and perform such duties as are usually performed by the president.
- (b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the members, and keep appropriate current records showing the names of members of the Association, together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.
- (c) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, disburse such funds as directed by resolution of the Board, sign all checks and promissory notes of the Association, keep proper books of account, and prepare an annual budget and a statement of income and expenditures to be presented to the Lot owners at the annual meeting, and deliver or mail a copy of each to each of the Lot owners.

## ARTICLE VI

### Committees

The Board shall appoint committees, as it deem appropriate in carrying out the Association's purposes.

ARTICLE VII

Books and Records

The books, records, and financial statements of the Association, including annual financial statements, shall be available during normal business hours, upon request to the Association, for inspection by members and the holders and insurers of first mortgages on Lots.

ARTICLE VIII

Fiscal Year

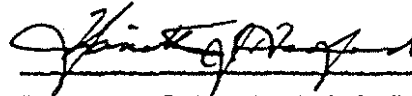
Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE IX

Amendments

Any modification or amendment of this Code shall be made by a two-thirds vote of those entitled to exercise the voting right of the Association subject to the limitations set forth in the Articles.

IN TESTIMONY WHEREOF, the undersigned sole incorporator has caused this Code to be duly adopted on or as of the eleventh day of July, 1989.



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Hamilton J. Teaford, Sole Incorporator