

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
SETTLERS GROVE SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS ("Declaration") is made this 1ST day of July, 2026 (the "Effective Date") by C. Ellis Properties, LLC, an Ohio limited liability company, ("Declarant"). The term "Declarant" as used herein refers to C. Ellis Properties, LLC, or any successor and/or assigns to its rights hereunder as referenced in Section 9 below.

RECITALS

- A. Declarant is the fee owner of certain real property, consisting of approximately 48 acres of land, located in Wayne Township, Warren County, Ohio, and more particularly described on Exhibit A, which is attached hereto and made a part hereof (the "Property"). Declarant intends to develop the Property into a residential subdivision known as Settlers Grove (the "Subdivision") that will consist of single-family detached residential lots, open spaces, and reserve areas for storm water detention, landscaping, and other common purposes. and easements as detailed herein or on any Plat (hereafter defined) of the Subdivision.
- B. Declarant desires to protect the Property by declaring the below covenants, conditions, restrictions and easements for the Subdivision as to use and improvement of the Lots and to make the Subdivision more desirable for residential purposes.
- C. Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and reservation of easements herein and to the provisions of Chapter 5312 of the Ohio Revised Code. This chapter is the Ohio Planned Community statute and will be referred to "the Act." This Declaration is for the purpose of protecting the value and desirability of the Property, shall run with the Property submitted hereunder, shall be binding on all parties having any right, title or interest in the Property, its successors and assigns, and shall inure to the benefit of each owner thereof.

DECLARATION

NOW, THEREFORE, Declarant hereby declares, reserves and imposes upon said Lots in the Subdivision, that each Lot shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements set forth in this Declaration:

1. **Definitions.** The words in this Declaration, which begin with capitalized letters, other than word which would normally be capitalized, unless the context otherwise requires, shall have the meanings set forth in this Section 1.

1.1 **Annual Meeting.** "Annual Meeting" shall have the meaning ascribed to it in the Bylaws.

1.2 **Articles of Incorporation.** "Articles of Incorporation" or "Articles" mean those articles, filed with the Secretary of State of Ohio, incorporating Sunset Grove Owners' Association as a non-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code, as the same may be amended from time to time. Such Articles are attached as Exhibit C.

1.3 **Assessments.** "Assessments" means any or all of the General Assessment, Special Assessment, or Individual Lot Assessment.

1.4 **Association.** "Association" means the Sunset Grove Owners' Association, an Ohio non-profit corporation.

1.5 **Board or Trustee(s).** "Board" or "Board of Trustees" means the Board of Trustees established pursuant to the Articles of Incorporation, Bylaws and this Declaration.

1.6 **Builder.** "Builder" means (i) Ellis Home Builders LLC, and its related ownership entities, as the approved homebuilder for construction of a House on a Lot in the Subdivision.

1.7 **Bylaws.** "Bylaws" means the Bylaws or the Code of Regulations of the Association as the same may be amended from time to time, pursuant to Chapter 1702 of the Ohio Revised Code, a copy of which is attached hereto as Exhibit B and made a part hereof.

1.8 **Common Areas.** "Common Areas" means any real estate or rights in real estate owned or leased by the Association, including, without limitation such items as may be shown, designated or depicted on the Record Plat.

1.9 **Declarant.** "Declarant" means C. Ellis Properties, LLC, an Ohio limited liability company, its successors and assigns.

1.10 **Declaration.** "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements, as the same may be amended from time to time in the manner prescribed herein.

1.11 **Default.** "Default" means any violation or breach of, or any failure to comply with this Declaration, the Bylaws, and any rules and regulations promulgated or adopted by the Association.

1.12 **Development.** "Development" means the general plan of development for the Property, as set forth on any Site Plan or preliminary plan for the Subdivision.

1.13 **Development Period.** "Development Period" means the period commencing on the date of this Declaration until the sale of the last Lot in the Development to a third party that intends to occupy the same.

1.14 **General Assessment.** "General Assessment" as defined in Section 7.2 of this Declaration.

1.15 **House.** "House" means any detached building situated upon the Property designed and intended for use and occupancy as a single-family residence in the Subdivision. There shall be only one House per Lot.

1.16 **Individual Lot Assessment.** "Individual Lot Assessment" as defined in Section 7.4 of this Declaration.

1.17 **Lot.** "Lot" means each separated and platted lot for a House in the Subdivision.

1.18 Intentionally Deleted.

1.19 Member. "Member" means every person or entity that is a record owner of any Lot in the Subdivision.

1.20 Owner. "Owner" means, with respect to any Lot, the owner of record from time to time, whether one or more persons or entities, with an interest in fee simple, but shall not include the Association. Such term shall include contract sellers except those having an interest merely as security for the performance of an obligation.

1.21 Person. "Person" means a natural person, a corporation, a partnership, a limited liability company, a trustee, or any other legal entity.

1.22 Plat. "Plat" or "Record Plat" means the Record Plat of the Subdivision recorded in the Warren County, Ohio records and any subsequent record plat for future sections and phases of the Subdivision.

1.23 Sanitary Easement. "Sanitary Easement" means those easements shown on any Plat for the removal or replacement of water, sanitary sewer, drainage, or any other necessary purposes over the Property.

1.24 Special Assessment. "Special Assessment" means the charge established by Section 7.3 of this Declaration.

1.25 Structure. "Structure" means anything or object (other than trees, shrubbery, landscaping and hedges which are less than two feet high) the placement of which upon any part of the Property may affect the appearance of the Property, including, without limitation, porch, shed, barn, storage facility, detached garage, covered or uncovered patio, fence, curbing, paving, wall, signboard or any other temporary or permanent improvement.

1.26 Subdivision. "Subdivision" means all phases or sections of the Plat for Settlers Grove in the _Wayne Township_, Warren County, Ohio and consisting of all the property from time to time made subject to the provisions of this Declaration.

1.27 Utility and Areas Easement. "Utility and Areas Easement" means those easements shown on any Plat used for the construction, operation, maintenance, repair, or replacement of any gas, electric, telephone, satellite or cable television, fiber optic, or other utility lines and, services and for the purpose of cutting, trimming or removing any and all trees or other obstructions within said Property.

2. **Property**. The Property which is, and shall be held, sold, conveyed or otherwise transferred or occupied and improved subject to this Declaration is more particularly described in Exhibit A attached hereto and by this reference is made a part hereof. Notwithstanding anything in this Declaration to the contrary, Declarant intends, but is not obligated, to develop and subdivide the Property, or portions thereof, in accordance with the Development.

3. **Restrictions of Use and Design**. All Lots and improvements hereunder at a minimum are subject to the following:

3.1 Single Family Residence. All Houses, Structures, and other improvements erected, altered, or placed on a Lot shall be of new construction, and each Lot shall be used only for either (i) a single-family residence or (ii) as a model home for marketing purposes. However, an Owner may be permitted to use a portion of his or her residence as a home office, provided

such use is not visible from outside such residence, has no impact on traffic, parking, or noise levels, does not interfere with any other Owners' use of his or her property, and does not violate any applicable zoning ordinance or rules. The Association shall have the sole authority to determine whether any such use is in violation of this "home office" exception.

3.2 Fences. There shall be no solid (e.g., stockade) or chain-link (whether metal, plastic, vinyl-coated, or otherwise) fencing, except as may be utilized by any Builder with the approval of Declarant or subsequent to the Development Period with the approval of the Association, as the case may be, for temporary storage of building materials and supplies during construction. Other than temporary fences constructed by a Builder, construction of fences is prohibited on any Lot until plans and specifications for fencing are approved by the Association. No fences may be built on any part of any Lot in front of the rear corners of the House constructed thereon. Fences installed on Lots must be of size and materials permitted approved by the Association and shall comply with all requirements of the applicable zoning and building codes and regulations. All fencing on any Lot must be well maintained at all times.

3.3 Garage, Driveway, Parking and Sidewalks. In conjunction with the construction of a House and within six (6) months of occupancy, The Owner of such Lot will construct a driveway on the Lot. All driveways must be paved with concrete or asphalt and otherwise installed and maintained in sizes and locations upon the Lots in accordance with all applicable zoning and building codes and regulations. Without the approval of the Declarant or the Association each Lot may have only one (1) driveway.

In addition, concrete sidewalks and drive aprons and approaches between the driveway and the developed roadway shall conform with any applicable municipal code, zoning ordinance, and other rules or regulations. Garages shall be of sufficient size to accommodate not less than two (2) cars. Unless approved by the Declarant or the Association, all Garages shall be attached to Houses. Carports are not permitted.

3.4 Architectural Standards.

- a. No House, Structure other improvements of any kind shall be erected or placed on any Lot of this subdivision without prior written approval by the Declarant or the Association (after the expiration of the Development Period). All building plans, site plans, specifications showing the nature, kind, shape, color, height, materials and location of the same must be submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant.
- b. During the Development Period, the Declarant shall approve or disapprove design plans, within (15) days of submission by the Builder to the Declarant. In the event the Declarant fails to approve or disapprove such design and location within (15) days after said plans and specifications have been submitted, the plans will be deemed in full compliance and approved. After the expiration of the Development Period, the Owner shall submit plans referenced in subsection a. above to the Association. The Association shall approve or disapprove design plans within (15) days of submission by the Owner. In the event the Association fails to approve or disapprove such design and location within (15)

days after said plans and specifications have been submitted, the plans will be deemed in full compliance and approved. The construction for the house must be commenced within 18 months of the closing / purchase of the property.

- c. Declarant, in its sole discretion, has the right to approve and disapprove any proposed builder for the construction of a House and/or any other Structure. Builders must have prior experience, a reputation of quality workmanship and willingness to perform work according to deed restrictions of the proposed construction in order to be approved. Declarant's approval shall be obtained prior to commencement of any construction on the lot. Owner shall have no claim against Declarant for any failures of the Owner's builder. The previous approval of a Builder does not represent future approval of the same builder on another lot.
- d. Neither Declarant nor its assigns shall be liable to any owner or any other party for any loss, claim, or demand asserted on account of their management of these restrictions and the performance of their duties hereunder, or for any failure or defect in such administration.
- e. The Declarant shall have the authority to grant reasonable variances from the design requirements. No variance shall in a material manner adversely affect any other part of the Subdivision.
- f. The total floor area of a House constructed on any Lot shall not be less than 2,000 square feet of finished living area for a one-story home and not less than 2,500 square feet of finished living area for a two-story home. For purposes of computing such minimum square footage, the square footage of the basement, garage, attic, porches and decks shall not be considered.
- g. All garages shall be attached to the Dwelling and have space for a minimum of two cars and not more than four cars. Side entry ingress and egress is required, unless otherwise approved by the Declarant.
- h. All basement foundation walls shall be constructed of poured concrete.
- i. Exterior siding shall be brick, stone, or other natural materials approved by Declarant or the Association. Pre-primed Cedar, LP or Fiber Cement siding (such as Hardi-plank) will be permitted.
- j. No aluminum or vinyl siding is permitted in the subdivision. Vinyl soffit and aluminum fascia is permitted.
- k. The roof pitch on any residence shall be a minimum of 6/12.
- l. Roofing materials must be three-dimensional shingles; no 3-tab standard shingles are permitted. Residential standing seam metal roofing is permitted.
- m. Solar panels may be placed or located on the roofs in areas not visible from the street.
- n. All driveway culverts must be concrete. Limestone Stone headwalls must be installed on a concrete footer at the ends of the driveway culverts per the Declarant design requirements. No headwalls are required on an individual lot that does not require a driveway culvert.
- o. Each Lot must have an individual lamp post with an electric eye control at each driveway and shall remain lit during all hours of darkness. Lamp posts must be located between 40-50' from the edge of the asphalt street. Lamp posts design must be approved by Declarant or Association.

- p. Satellite receivers are prohibited in the front and side yards. Such devices may be installed in the rear yard or on the house if not visible from the street.
- q. No above ground propane tanks will be permitted on any lot. Small propane canisters (less than 100 gallon), may be installed above grade but must be permanently screened and not visible from the street.
- r. No above-ground swimming pool shall be permitted for any reason.
- s. Detached Buildings / Garages / Accessory Structures
 - 1. Each lot may have one accessory building. The Structure must be architecturally and aesthetically compatible with the resident building on the same lot and not occupy more than 1600 square feet. The location, color, and design of the accessory building must be approved by the Declarant, or the Association (after the expiration of the Development Period), prior to the commencement of any construction. Such approval or disapproval shall following the procedures set forth in Articles 3.4.a and 3.4.b above.
 - 2. No detached building shall be constructed upon any lot prior to the construction of the main residence.
 - 3. All accessory buildings must be built on a concrete foundation. Exterior Siding must be brick, stone, or other natural materials that match the home's materials.
 - 4. Detached buildings must have minimum 12" roof overhangs, 6/12 minimum roof pitches and a maximum exterior wall height of 12'. The height of the ridge line of the building must be lower than the main residence ridge height.
- t. Developer shall retain control over and shall determine the style, size, and location of all lamp post(s) on each Lot.

4. Protective Covenants and Restrictions.

4.1 Clean and Orderly Premises. The Owner of each Lot will assure that their Lot is kept clean of debris, trash and junk. Each Owner shall be responsible for the removal of mud or other debris in the streets of the Subdivision or adjacent public streets caused by the acts or omissions of its contractors, subcontractors, and laborers. Such removal shall be accomplished on the same day as the debris and mud problem occurs. The foregoing restriction does not apply to activities of Declarant and its employees, agents and contractors during the development of improvements or to any homebuilder during the construction of any Houses and other improvements on a Lot or the Property.

4.2 Further Subdivision. Except as permitted by the Declarant during the Development Period or the Board after the Development Period expires, the Lots established by a Plat for any of the Property may not be further subdivided.

4.3 Nuisance. No noxious or offensive trade 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 neighborhood or the other Owners.

4.4 Satellite Dishes. To the extent that the same legally may be limited by private covenant, not satellite dish, antenna, or receiver shall be permitted on any Lot unless it is not visible from the road. Further any satellite dish, antenna, or receiver shall not be larger than one

meter in diameter. Further, any satellite dish, antenna, or receiver shall be attached to the House and shall not exceed two feet (2') in height above the roof line.

4.5 Signs. No signs, letters, numbers, symbols, markings or illustrations shall be erected, posted, attached or displayed upon, or on any Lot or House except: (i) street identification signs installed by the Association or Declarant; (ii) one temporary sign, approved by Association informing the public that the real estate is for sale, provided that the sign must not exceed five (5) square feet in area and must be erected upon the Lot to which it refers; and (iii) identification numerals on the mailbox, as and a post office house number on the House; (iv) signs used by Declarant or other Builders, as approved, to advertise or promote the Development and (v) permanent entrance sign(s)/monument(s) to the Development that may be installed and maintained by the Association. Further, all signs shall conform to any and all applicable ordinances and regulations. No political signs of any type or kind shall be permitted in the Subdivision.

4.6 Trash. No burning of any trash, accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot. The Owner of a Lot may not perform or permit any Lot to be used or maintained as a dumping ground for rubbish. All trash, garbage or other waste on or about any Lot must be kept in a clean and sanitary container. The Owner of a Lot shall keep all equipment for the storage or disposal of such waste material in a safe, clean and sanitary condition. The Owner of a Lot will keep all trash and garbage containers in a location that is out of public view, except on the day of trash collection, and the evening prior to the day of trash collection. The foregoing restrictions will not apply to activities of the Declarant and its contractors and any other applicable Builder (i) during the original development of improvements of the Subdivision or (ii) in the initial construction of Houses and related improvements on the Lots.

4.7 Boat Trailer and Vehicle Parking Storage. For the purpose of this Section, the word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of animals, machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. For the purpose of this Section, the phrase "commercial truck" shall include and mean every type of motor vehicle other than passenger cars, passenger vans, motorcycles and any vehicle other than any light or standard sized pickup truck which is used as a personal automotive vehicle by an Owner of a Lot or other resident. No commercial truck, boat, trailer, camper, recreational vehicle or commercial vehicle shall be parked or stored on any Lot unless it is in a garage or other vehicle enclosure out of the view from the street or abutting properties; provided, however, that nothing herein shall prohibit the occasional and nonrecurring temporary parking of such truck, boat, trailer, camper, recreational vehicle or commercial vehicle on a Lot for a period not to exceed seventy-two (72) hours in any period of thirty (30) days. Any violation of this Section shall be deemed a nuisance to the welfare of the Development and Subdivision and may result in the removal of the violating item from the Lot at the expense of the Owner of the Lot and a fine to the Owner. Vehicles being used for the purpose of construction, delivery, or repair work upon any Lot shall be temporarily permitted to park on or in front of any Lot.

4.8 Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats and other household pets, provided they are not kept, bred or maintained for commercial purposes. The Owner of a Lot with a pet shall be responsible for cleaning up after the pets.

4.9 Hazardous Actions or Materials. Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Area or facilities of the Subdivision that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering such Reserve Areas (as shown on any Plat) or other-Common Areas or facilities of the Subdivision or that might unreasonably disturb the quiet occupancy and enjoyment of any Person residing on any other Lot. This Section shall not be construed to prohibit Declarant or any Builder from construction activities consistent with residential construction practices.

4.10 Quiet Enjoyment. No Owner of a Lot or resident shall permit or suffer anything to be done or kept upon such Lot which will obstruct or interfere with the rights of quiet enjoyment of other Owners or residents or annoy them by unreasonable noises or otherwise. No horns, whistles, bells or other sound devices shall be located, used, or placed on any Lot except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof. No Owner of a Lot or resident shall commit or permit a nuisance on the Lot or commit or suffer any illegal act to be committed thereon. Each Owner of a Lot and resident shall comply with all of the requirements of the Board of Health and of all other governmental authorities with respect to said Lot, including zoning and building code, property maintenance and signage requirements. Picketing shall not be permitted on, at, or near any Lot, either in person or through signage, banners or other forms of communication.

4.11 Storing Vehicles. No automobile or motor-driven vehicle shall be left upon or in front of a Lot for a period longer than five (5) days in a condition wherein it is unable to be operated upon the public highway. Any violation of this Section shall be deemed a nuisance to the welfare of the Development and may result in the removal of the automobile or motor-driven vehicle from the Lot at the expense of the Owner of the Lot and may also result in a fine to the Owner.

4.12 Maintenance of Lots. No Lot or improvement thereto shall be permitted to become overgrown, unsightly or to fall into disrepair, and all residences and improvements shall at all times be kept in good condition and repair; with lawns trimmed and weeds controlled, and improvements adequately painted or otherwise finished in accordance with specifications establish by the Board. In the event of damage or destruction to any improvements on a Lot, the Owner shall cause such improvement to be removed within ninety (90) days or repaired within a reasonable period of time not to exceed two hundred seventy (270) days, and the improvement or land thereon restored to an orderly and attractive condition. Each Owner of a Lot and the Owner's successors and assigns, hereby grants to the Association the right to make any necessary alterations, repairs or maintenance approved by the Board to carry out the interest of this Section and further agree to reimburse the Association for any expenses incurred in carrying out the foregoing. The Association may assess and collect such reimbursement as an assessment.

5. Reserve Areas, Common Facilities and Easements.

5.1 Storm Water Detention. Except as may be otherwise provided or limited herein or otherwise set forth on any Plat, every Owner shall have a non-exclusive common right and easement for storm water drainage across and under all necessary Lots of the Subdivision so that each Owner's storm water discharge collects into the storm water drainage system for this Subdivision and for such use of any storm water retention basin and/or detention basin area(s). Nothing herein shall be construed to conflict with any storm water detention, retention, and/or drainage easement areas as may be set forth on any Plat. The Owner of each Lot will not construct any improvements, alter the grading, place debris or vegetation, or take any other action that would interfere with the normal flow of storm water within the Subdivision including, without limitation, any drainage easements, any storm water detention/ retention ponds or basins, any catch-basins, any drainage surfaces, any storm water easement areas, or any storm water drainage ways as noted on the Plat. Any Owner that alters or interferes with any water drainage flow, path, or system shall indemnify and hold harmless Declarant and all others from any and all liability or damages (including reasonable attorneys' fees) for the same.

5.2 Easement for Landscaping. Declarant hereby declares, creates, and reserves on behalf of itself and the Association an easement for the purpose of installing, maintaining, repairing, improving, replacing and otherwise dealing with landscaping improvements and an easement for the purpose of installing, maintaining, repairing, improving, replacing and otherwise dealing with landscaping areas, landscaping buffers, as applicable, and general open space areas and reserve areas as designated on any Plat.

5.3 Right of Declarant to Add, Reduce and Relocate Easements. Declarant hereby declares, creates, and reserves the right to declare on its behalf or grant on behalf of the Association or the Owners, without consent of the Association or any Owner, easements across, through, or under any Lot in the Property for the purpose of construction, operation, maintenance, repair, replacement, or removal of water, sanitary sewer, gas, electric, telephone, cable television, fiber optic, storm water disposal or other utility lines or services so long as such easements will not result in a material loss of utility or functionality to the Owner of any such Lot. Further, Declarant hereby declares, creates and reserves the right to declare on its behalf or grant on behalf of the Association or the Owners, without consent of the Association or any Owner, easements across, through or under any open space or reserve areas and other Common Areas in the Property and Subdivision. Declarant also will have the rights (i) to reduce the size of any easement areas from time to time to the extent that such reduction will not result in a material loss of utility or functionality to the Owner of any Lot benefited by such easement as a result of the reduction in size of such easement area, (ii) to relocate any easements to other areas on property then owned by Declarant or by other Owners as long as: (a) the relocation is at the cost and expense of Declarant, and (b) the relocation will not result in a material loss of utility or functionality to the Owner of any Lot benefited by such easement. No buildings or other structures may be built within said easements. nor may the easements be physically altered so as to (i) reduce clearance of either overhead or underground facilities, (ii) impair the land support of said facilities, (iii) impair the ability to maintain said facilities or (iv) create a hazard. Thus, all Lots shall be subject

to a Utility and Access easement in favor of Declarant and the Association in order to exercise any of their respective rights set forth above in this Section. Declarant has no obligation whatsoever to enforce such rights for the benefit of any Owner hereunder. The foregoing rights are additionally constrained by the regulatory authority of any governmental entity with jurisdiction over the Property and such easements.

5.4 Easement for Services. A non-exclusive easement is hereby granted to all police, fire, ambulance operators, mail personnel, delivery persons, garbage removal personnel and all similar persons, and to the local governmental authorities and the Association (but not to the public in general) to enter upon the open spaces and Common Areas or facilities of the Subdivision to perform their duties.

5.5 Dedication Rights. Declarant and/or the Association hereby specifically reserves the right to "Dedicate to the Use of the Public" any part of or all of the streets, detention areas and easements in part or in full.

6. Homeowners' Association.

6.1 Association. The Association has been created as a non-profit corporation for the benefit of the Owners of the Lots in the Subdivision. The Association is organized under the laws of the State of Ohio. All Owners shall be subject to and abide by this Declaration, the Articles of Incorporation, the Bylaws as well as additional rules and regulations of the Association that may be adopted from time to time. Any reference on any Plat to the "Homeowners Association" or similar references shall mean the Association.

6.2 Membership Rights. Every Person that is a record owner of any Lot in the Subdivision is each a member of the Association and such membership shall be appurtenant to and not be separated from the ownership of the Lot. The foregoing does not include Persons that hold an interest merely as security for the performance of an obligation. Upon the conveyance of any Lot, the new owner of such Lot will replace the former owner as a member of the Association. The membership rights of all Owners are subject to the limitations, terms, and conditions set forth in this Declaration, the Articles of Incorporation, and the Bylaws of the Association, as well as additional rules and regulations of the Association that may be adopted from time to time.

6.3 Voting Rights.

6.3.1 Voting by Declarant. At any time that Declarant owns any Lot in the Subdivision, Declarant shall be entitled to exercise one hundred percent (100%) of the voting rights of the Association. Any signature of the Declarant on behalf of the Association during such period shall be deemed to be the unanimous vote of the Association to affirm the approval, denial, action, or inaction of the Association associated with the signature. Declarant may assign its voting rights under this Section by a written instrument signed by the Declarant and upon such assignment the assignee shall be the Declarant under this Declaration. Declarant may relinquish its voting rights under this Section by a written instrument signed by Declarant.

6.3.2 Voting by Owners. At any time that (i) Declarant does not own at least one Lot in the Subdivision or has relinquished its voting rights pursuant to Section 6.3.1. and (ii) as long as such Owner has paid all Assessments current as and when they are due, each of the Owners shall be entitled to one (1) vote as a member of the Association for each Lot owned. If an Owner owns more than one (1) Lot, he or she will have as many votes as he/she has Lots. To the extent that the ownership rights in a Lot are divided, each Owner will hold the same percentage of right to cast one (1) vote as he or she has a percentage interest in a Lot.

6.4 Maintenance. The Association shall maintain, as the Association deems reasonable in its sole and absolute discretion, all the open space and reserve space, if any, and all Common Areas or common facilities of the Subdivision that collectively benefit all Owners. Such maintenance shall be performed in such manner as the Board determines in its sole and absolute discretion. Such maintenance may include, without limitation, street trees, sump collector lines, the landscaped areas surrounding Sanitary Easements, Utility and Access Easements, ponds, recreation areas or other similar easements and area and the appurtenant improvements located therein. All Owners shall pay Assessments pursuant to Section 7 of this Declaration and thereby will share in the cost of maintenance of all such common maintenance activities undertaken by the Association.

6.5 Ownership of Property. The Association may from time to time own real and personal property, including property deeded to it by Declarant for use as Common Areas or facilities for the use and enjoyment by the Owners of the Lots. Title to any portion of Common Areas or common facilities located within the Property or in future sections of the Subdivision, if any, that is to be owned by the Association will be so conveyed from Declarant to the Association. However, Declarant shall have the right from time to time to reserve for the purpose of development of the Property all or any portion of the Property for various easements and rights of way, together with the right to dedicate the same where applicable and customary and the right of ingress and egress across the open and reserve areas or Common Areas in connection with the development of the Property. The Association will accept all property in the Subdivision or adjacent or appurtenant thereto, including fee and easement interests deeded to it by Declarant for such purposes and the Association will accept all responsibility for such property and with respect to such easements upon acceptance of the same.

6.6 Bylaws. The Association may make whatever Bylaws it may choose to govern the organization, provided that the same are not in conflict with the terms and conditions hereof. A copy of the initial Bylaws for the Association is attached hereto as Exhibit B.

6.7 Managing Agent. The Board or the Declarant may retain and employ on behalf of the Association a manager (the "Manager"), which may be Declarant, and may delegate to the manager such duties as the Board and/or officers of the association might otherwise be authorized or obligated to perform. The compensation of the Manager shall be included in the General Assessment of the Association. The term of any management agreement shall not exceed three (3) years and shall allow for termination by either party, without cause, and without penalty, upon no more than ninety (90) days' prior written notice.

6.8 Delegation of Duties. In the event the Association or Board shall delegate any or all of its duties, powers or functions, to any person, corporation, or firm acting as a Manager, neither the Association or the Board shall be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

7. Assessments.

7.1 Definition of Assessments. The term "Assessment" as used herein means any and all assessments, fees and costs that are levied pursuant to any provision of this Section 7 of the Declaration.

7.2 General Assessments. Each year, the Association, or Declarant, if Declarant has yet to relinquish its rights and responsibilities in connection with the Association pursuant to Section 9, will establish the amount of the General Assessment, the Association shall levy and collect the same. General Assessments may be billed on a monthly, quarterly, semi-annual, or annual basis as determined by the Association or Declarant and shall be due and payable to the Association from the Owner of each Lot as and when directed by the Association. Collection of the General Assessment shall begin either (i) twelve (12) months after the Lot is transferred to Owner, or (ii) upon a certificate of occupancy being issued. The amount of the General Assessment will be that amount that is sufficient to discharge anticipated costs and expenses of the maintenance, operation, and management of the Association during the year as set forth herein reasonably determined by the Association or Declarant, plus a reserve in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, and in such amount as determined by the Board. Assessment and any other fees of the Association shall only be assessed against Owners of Lots (1) on which a House is fully constructed and initially occupied for residential purposes or (2) upon a Lot that was conveyed to the Owner more than twelve (12) months prior. Further, the Association shall not assess or collect Assessments or fees from Declarant or any Builder during such period as Declarant or any Builder owns any Lot within the Subdivision.

7.3 Working Capital Fund; Initial Assessment. The first purchaser of a Lot and House from a Builder shall be obligated to pay to the Association at the Closing of such Lot a working capital General Assessment of \$300 to provide initial funding for the responsibilities of the Association under this Declaration. These Assessments shall be used by the Association for its operating expenses. Such Assessment is not an advance payment of the Annual General Assessment, and it will not be held in any sort of trust or reserve account. Neither the Declarant nor any Builder shall pay any such initial capital contribution Assessment for any Lots owned by Declarant or any Builder.

7.4 Special Assessments. The Association may establish, levy, and collect Special Assessments at any time for the purpose of defraying, in whole or in part, the cost of any construction, renovation, repair, replacement, or addition of any improvements located in any Common Areas in the Subdivision, which cost has not otherwise been provided for in the General Assessments, and provided that Special Assessments are approved by a majority of the Members of the Association.

7.5 Individual Lot Assessments. The Board may establish and levy one or more Individual Lot Assessments against a Lot and the Owner of the same to reimburse the Association for costs and expenses incurred by the Association arising from or related to the failure of the Owner and/or any of the Owner's residents or occupants to comply with any of the terms and conditions of this Declaration, the Bylaws, and/or any rules and regulations adopted by the Association from time to time, including, but not limited to, costs associated with making repairs that are the responsibility of the Owner, costs of enforcement (including reasonable attorneys' fees) of the terms and conditions of this Declaration, the Bylaws, as well as such rules and regulations and costs of additional insurance premiums, and/or costs and fines against an Owner of a Lot and/or the Lot set forth in any other provision of this Declaration along with a penalty assessment to prevent future violation by the Owner and/or any of the Owner's residents or occupants, as reasonably determined by the Board. Upon the Board's determination to levy any Individual Lot Assessment, the Board shall give the affected Owner written notice with a description and the amount of the proposed assessment, and the right to be heard by the Board at least ten (10) days prior to the effective date of an Individual Lot Assessment (as provided in Ohio Revised Code Section 5312.11).

7.6 Non-Payment of Assessments and Penalty Assessments. Any Assessments levied pursuant to this Declaration, which are not paid when due shall be delinquent and shall carry interest thereon at the rate of ten percent (10.0%) per annum compounded on a monthly basis, and the association shall further recover any and all costs associated with collection of the sums due and owing, including, but not limited to, reasonable attorneys' fees.

7.7 Liens. Any delinquent Assessments, interest due thereon, and any other costs and expenses, including reasonable attorneys' fees, shall automatically be a lien upon the applicable Lot or said Owner (including improvements thereon). If any Assessment remains unpaid for thirty (30) days after it becomes due and payable, the Association may file a certificate of lien, signed by a member of the Board or the Manager, with the Warren County, Ohio Recorder's Office pursuant to the authorization given by the Board. A certificate of lien shall contain a description of the Lot, the name or names of the Owner(s), and the amount of the unpaid portion of the Assessments and other charges accrued as of the date of the certificate. Any such lien shall remain valid for a period of five (5) years and any renewals thereof, from the time of the filing thereof unless sooner released or satisfied in the manner allowed by law for the release and satisfaction of mortgages in real property or discharged by the final judgment or order of a court of competent jurisdiction in any action brought to discharge such lien. If the Association employs counsel to collect any such lien or to otherwise collect any Assessments, the Owner of such Lot or Lots shall pay all costs incurred in connection with the same, including a reasonable fee for counsel. Notwithstanding the foregoing, any lien by the Association upon a Lot shall be subordinate to the first mortgage on said property. Sale or transfer of any Lot shall not affect the attachment of the lien to the Lot.

7.8 Personal Liability. In addition, each Owner shall be personally liable for all amounts due under the provisions of this Section 7 for any Lot(s) owned by said Owner while an Owner.

7.9 Declarant's Payment of Assessments. Notwithstanding anything to the contrary contained herein, Declarant may elect to pay some or none of the "deficit", which is the difference between the amount of Assessments assessed and the amount of actual expenditures of the Association during the fiscal year. Declarant shall have no obligation to pay or fund any deficit or to subsidize the Association. If Declarant decides to subsidize the Association, then Declarant's subsidy to the Association may be made in the form of cash and/or "in kind" contributions of services or materials, or a combination of these. Those amounts paid or contributed by Declarant to subsidize the Association shall be credited first against current Assessments owed by Declarant, if any, and then toward future Assessments that become owed by Declarant to the Association. This Section shall not be subject to amendment during the Development Period.

8. Rights Reserved During Development Period. During the Development Period,

Declarant, and any other Builder approved by Declarant, shall have the right to use of any of the open or reserve areas or other Common Areas of the Subdivision, as well as other Lots owned by Declarant as necessary for development and construction. Without limiting the generality of the foregoing, Declarant may erect and maintain marketing or directional signs, temporary buildings, and any other structures and improvements as Declarant may reasonably deem necessary on the Property for the promotion, development, construction, and marketing of the Property during the Development Period.

9. Assignment of Rights and Responsibilities of Declarant. During the Development Period, Declarant shall have the unilateral right to transfer to, any one or more other persons or entities its right, privilege, and option set forth in this Declaration, provided any transferee or assignee shall be expressly designated by Declarant in writing to be successor to all or any part of Declarant's rights hereunder. On a surrender in writing from Declarant to the Association, any or all rights of Declarant under this Declaration, the Articles of Incorporation, or Bylaws are and will conclusively be deemed to have been relinquished; PROVIDED, HOWEVER, that in no event will Declarant be required to obtain the consent of the Association, of any Owner or Owners, or of any other party, for any of the improvements that Declarant intends to make to any Lots or portions of the Property then owned by Declarant. In addition, nothing hereunder will be construed as to interfere with Declarant's membership voting rights unless expressly set forth in such surrender.

10. Term and Amendment.

10.1 Amendments by the Association. After Declarant surrenders all of its rights in relation to the Association, this Declaration may be terminated or amended at any time, as to any or all of the covenants, conditions, restrictions, and easements, upon the execution and recording of a written instrument, approved by vote of the Owners of at least three-fourths (3/4) of the Lots in the Subdivision, which shall include a ratification signed by the President of the Association that three-fourths (3/4) of all Owners voted in favor of such amendment, except that (i) no such amendment may impair any of the rights of Declarant hereunder or shall affect any Lots then

owned by the Declarant or Builder, unless Declarant or Builder, as applicable, consents in writing to such amendment or termination.

10.2 Amendments by Declarant. Declarant shall have and reserves the right and power, and each Owner of a Lot by acceptance of a deed to a Lot is deemed to and does grant to Declarant a Power of Attorney coupled with an interest which shall run with the title to the Lot, and shall be irrevocable except by Declarant for a period of fifteen (15) years from the date hereof, to amend this Declaration to the extent reasonably necessary to conform to any requirements imposed or requested by any governmental agency, planning or zoning body, public authority or financial institution, including, but not limited to, the Federal National Mortgage Association, Federal Home Loan Mortgage corporation, or similar agency, without the approval of any other party, or to the extent reasonably necessary to enable Declarant to meet any other reasonable need or requirement in order to complete the development of the Property and to facilitate the making and marketing of first mortgages upon any of the Lots. Any amendment must be recorded and shall take effect only upon recording.

11. Covenants Running With Land And Enforcement. Enforcement of this Declaration shall be by proceedings at law or in equity, and the foregoing covenants, conditions, restrictions and easements shall run with the land and inure to the benefit of each present and future Owner of any Lot. The breach of any of these covenants, conditions, restrictions, or easements may be enjoined or remedied by only the following: an Owner of any interest in any part of the Property, any heirs, executors, administrators, successors or assigns of any such party, Declarant, or the Association of the Declarant has surrendered its authority hereunder. Declarant, each grantee or other interest holder by the acceptance of a deed of conveyance or other interest in any of the Property, accepts the same subject to all covenants, conditions, restrictions, easements, liens, charges, rights and powers created or reserved by this Declaration and all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants, conditions, restrictions, and easements running with the land, and shall bind any party having at any time any interest or estate in any of the Property, and shall inure to the benefit of such party in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed or other conveyance. Each grantee accepting a deed for any portion of the Property, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by this Declaration and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any real property subject hereto. If Declarant or the Association employs counsel to enforce any of the foregoing covenants, conditions, restrictions, or easements against an Owner of a Lot or Lots, the Owner of such Lot or Lots will pay all costs incurred in any enforcement including a reasonable fee for counsel. Any enforcement of this Declaration by any Owner shall be at the Owner's sole cost and expense. No delay or omission on the part of Declarant, the Association, or any Owner of a Lot or Lots in the Subdivision, in exercising any rights, power or remedy herein provided in the event of any breach of the covenants, conditions, restrictions, or easements herein contained shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue or action shall be brought or maintained by anyone whomsoever against Declarant for or on account of Declarant's failure to bring any action on account of any breach of these covenants,

conditions, restrictions, or easements or for imposing any such covenants, conditions, restrictions, or easements herein which may be unenforceable.

12. Mortgagee Rights. A holder or insurer of a first mortgage upon any Lot, upon written request to the Association, which request shall state the name and address of such holder or insurer and a description of the Lot and the Owner of the same, shall be entitled to timely written notice of: (a) any proposed amendment of this Declaration, other than an amendment by the Declarant, (b) any proposed termination of the Association, and (c) any Default under this Declaration which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the Default has not been cured in sixty (60) days. Notwithstanding, the Association shall not be liable for any damages experienced by a holder or insurer of a first mortgage upon a Lot for the failure of the Association to provide such notice. Each holder and insurer of a first mortgage, on any Lot shall be entitled, upon request and at such party's expense, to inspect the books and records of the Association during normal business hours.

13. Nonliability. The Declarant and Builder, along with their respective representatives, successors or assigns shall not be liable for any claim, whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration, the Articles of Incorporation, or the Bylaws or Code of Regulations, whether or not such claims shall be asserted by an Owner, occupant, the Association, or by any Person claiming through any of them, or shall be on account of injury to person or damage to or loss of property wherever located however caused.

14.1 Right to Cure, Mediation and Arbitration of Alleged Defects. The Association and/or any Owner of a Lot must provide Declarant with notice and reasonable opportunity to cure any claim by the Association or Lot Owner arising out of or in any way relating to alleged defects by Declarant in developing the Subdivision. If the claim is not resolved to the Association's and/or any Owner's reasonable satisfaction, any such claim, regardless of the legal theory under which it is brought or the remedies sought shall be first submitted to mediation. If within ninety (90) days after service by the Association and/or Owner upon Declarant of written demand for mediation, the mediation does not result in complete settlement of the dispute, then any unresolved claim(s) may be resolved pursuant to litigation. Mediation is a condition precedent to the filing of any lawsuit pursuant to this Section 14.1. The Common Pleas Court of Warren County, Ohio shall be the ONLY venue wherein such an action may be brought. The prevailing party in such action shall recover from the non-prevailing party any and all costs of litigation, including reasonable attorneys' fees.

14.2 Construction. The Board shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all Persons benefited or bound by the provisions of this Declaration.

15. Conflict. In the case of any conflict between this Declaration and the Articles of Incorporation, this Declaration and the Bylaws, this Declaration and the Plat, or this

Declaration and any rules and regulations promulgated or adopted by the Association or the Board, this Declaration shall control.

16. Governing Law. This Declaration shall be governed by and construed and enforced in accordance with the laws of the State of Ohio.

17. Severability. Invalidation of any one or more of these covenants, conditions, restrictions, easements and/or provisions of this Declaration shall have no effect on other covenants, conditions, restrictions, easements and provisions contained in this Declaration.

18. Incorporation of Recitals. The recitations and defined terms set forth above are made a part of this Declaration as though fully set forth herein.

19. Insurance.

19.1. General Insurance. The Association shall obtain and maintain a master policy of extended coverage, malicious mischief and liability insurance, and if required by law, workmen's compensation insurance with respect to the Subdivision and the Association's administration thereof in accordance with the following provisions:

(a) The master policy shall be purchased by the Association for the benefit of the Association, the Lot Owners and their mortgagees as their interest may appear, subject to the provisions of this Declaration and the Code of Regulations. The "master policy" may be made up of several different policies purchased from different agencies and issued by different companies.

(b) Such master policy of insurance shall contain comprehensive general liability insurance, including bodily injury and property damage, in an amount determined by the Board.

(e) The insurance coverage required under this Section shall be revised at least annually by the Board of Trustees, and if any of such insurance coverage becomes impractical to obtain, the Association shall obtain coverage which most closely approximates the required coverage with deductibles as determined by the Board.

19.2 Fidelity Insurance. The Association must have fidelity coverage against dishonest acts on the part of Officers and employees, Members of the Association, members of the Board, trustees employees, or volunteers responsible for the handling of funds collected and held for the benefit of the Lot Owners. The fidelity bond or insurance must name the Association as the named insured and shall be written in amount sufficient to provide protection which is in no event less than the insured's total cumulative annual Regular Assessment, plus all accumulated reserves and all other funds held by the Association either in its own name or for the benefit of the Lot Owners.

19.3 Trustees and Officers Errors and Omissions. The Association shall purchase insurance to protect itself and to indemnify any Trustee or Officer, past or present against expenses actually and reasonably incurred by him/her in connection with the defense of any action, suit or proceeding, civil or criminal, in which he/she is made a party by reason of being or

having been such Trustee or Officer, except in relation to matters as to which he/she shall be adjudged in such action, suit or proceeding to be liable for gross negligence or misconduct in the performance of duty to the Association; or to obtain such greater protection and indemnification for Trustees and Officers as the laws of Ohio permit. The policy or policies shall be in an amount to be at least \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate or such other greater amounts as reasonably determined by the Association.

19.4 Premiums. All premiums upon insurance purchased by the Association shall be Common Expenses. Notwithstanding the foregoing, the Lot Owners may be responsible for certain deductibles to the insurance policies purchased by the Association as outlined above.

19.5 Proceeds. Proceeds of all insurance policies owned by the Association shall be received by the Association for the benefit of the applicable Lot Owners and their mortgagees as their interest may appear; provided, however, the proceeds of any insurance received by the Association because of property damage shall be applied to repair and reconstruction of the damaged property, except as may otherwise be permitted by this Declaration.

19.6 Release. All policies purchased either by the, Association or the individual Lot Owners shall provide for the release by the issuer, thereof, of any and all rights of subrogation or assignment and all causes and rights of recovery against any Lot Owners, member of their family, their employees, their servants, agents and guests, the Association, the Board, or any occupant of a House in the Subdivision, for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under the insurance policy.

19.7 Approximate Coverage. If any of the required insurance coverage becomes or is impracticable to obtain or can be obtained only at an unreasonable cost, the Association shall obtain coverage which most closely approximates the required coverage, if such substitute insurance is available.

Declarant has caused this Declaration to be executed on the Effective Date as set forth above.

C. Ellis Properties, LLC
By: Chad Ellis
Its: Member

State of Ohio)
County of Warren) ss:

BE IT REMEMBERED, that the foregoing Instrument was acknowledged before me, a Notary Public in and for the State of Ohio, on this _____ day of _____, 2026, by Chad Ellis, Member of C. Ellis Properties, LLC, an Ohio limited liability company, on behalf of the Company.

Notary Public
My commission expires:

This instrument was prepared by:
Gregory S. Page, Esq.
7501 Paragon Road
Dayton, OH 45459

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

BYLAWS FOR SETTLERS GROVE OWNERS' ASSOCIATION, INC.

ARTICLE I. THE ASSOCIATION

Section 1.1 Name and Location. The name of the corporation is Settlers Grove Owners' Association, Inc. ("Association"). The principal office of the Association shall initially be located at _7620 Paragon Rd, Dayton, OH 45458_, but meetings of Members of the Association and Board of Trustees may be held at such places within the State of Ohio as may be designated by the Board of Trustees. However, such principal office of the Association may be changed by the Board of Trustees, and meetings of Members and Trustees may be held at such places as may be designated by the Board of Trustees as well.

Section 1.2 Definitions. Each of the terms used herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Settlers Grove Subdivision ("Declaration") made by C. Ellis Properties, LLC, an Ohio limited liability company ("Declarant") dated effective July 1, 2026, and to be of record at the Warren. County, Ohio Recorder's Office. The Declaration may be, from time to time, amended or supplemented.

ARTICLE II. MEMBERSHIP

Section 2.1. Member. "Member" shall mean any person or entity that is a record owner of any Lot which is subject to the Declaration.

Section 2.2. Annual Meeting. The first Annual Meeting of the Members of the Association shall be held at such time as determined by Declarant but not later than sixty (60) days after the earlier to occur of (i) the date that the Declarant surrenders its preferential voting rights in relation to the Association pursuant to the Declaration, or (ii) the date that the Declarant no longer owns a Lot in the Subdivision. Each additional Annual Meeting of the Members shall be held in the same month of subsequent years, on at date and time fixed by the Board of Trustees, as may be determined by the Board of Trustees.

Section 2.3. Special Meetings. Prior to the first Annual Meeting, special meetings of the Members may be called at any time by the Declarant. After the first Annual Meeting, special meetings of the Members may be called at any time by the President, by a majority vote of the Board of Trustees, or upon written request of the Members who are entitled to vote at least one-third (1/3) of all the votes of the Declaration.

Section 2.4. Notice of Meetings. Except as otherwise provided in the Declaration, written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to- call the meeting, by mailing or delivering a copy of such notice, at least fifteen (15) days before such meeting, to each Member entitled to vote. The notice shall be addressed to the Member's address last appearing on the books of the Association or supplied in writing by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in case of a special meeting, the purpose of the meeting.

Section 2.5. Quorum. Those Members who are present at any duly noticed meeting of the Members, whether in person, virtually (as provided in Section 2.7 herein) or by proxy, shall constitute a quorum for any action, except as otherwise provided herein. If, however, the quorum requirements are not satisfied, the Members present during the meeting shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 2.6. Adjourned Meetings. If at any regular or special meeting of the Members of the Association, there shall be less than quorum present, a majority of those Members present and entitled to vote may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, at which time the quorum requirement shall be one-third (1/3) of the votes of the membership of the Association and any business which might lawfully have been transacted at the meeting as originally called may be transacted without further notice.

Section 2.7. Proxies and Virtual Attendance. At all meetings of the Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable upon providing written notice to the Secretary of such revocation and shall automatically cease upon conveyance by the Member of his or her Lot. The Members and proxyholders who are not physically present at a meeting of Members may also attend the meeting by the use of authorized communications equipment that enables the Member(s) and proxyholder(s) an opportunity to participate in the meeting and to vote on matters submitted to the Members, including an opportunity to read or hear the proceedings of the meeting, participate in the proceedings, and contemporaneously communicate with the persons who are physically present at the meeting. Any Member who uses authorized communications equipment is deemed to be present in person at the meeting whether the meeting is held at a designated place or solely by means of authorized communications equipment. The Trustees may adopt procedures and guidelines for the use of authorized communications equipment in connection with a meeting of Members to permit the Association to verify that a

person is a Member or a proxyholder and to maintain a record of any vote or other action taken at such Meeting.

Section 2.8. Voting. Subject to Declarant's preferential voting rights set forth in Section 6.3.1 of the Declaration or otherwise as set forth in the Declaration, the owner of each Lot will have one (1) vote as a Member of the Association. To the extent that the ownership rights in a Lot are divided, each owner will hold the same percentage of right to cast one (1) vote as it has a percentage interest in a Lot. If an owner owns more than one (1) Lot, it will have as many votes as it has Lots. A majority of the voting rights of those present, either in person or by proxy, shall decide any questions brought before the meeting, unless the question is one upon which a different vote is required by provision of the laws of Ohio, the Declaration, or the these Bylaws.

Section 2.9. Suspension of Voting Privileges. No Member shall be eligible to vote or to be elected to the Board of Trustees if any Assessment, together with all interest and other costs or expenses due for such delinquent payment pursuant to Article 7 of the Declaration, owed by said Member to the Association remains outstanding thirty (30) days after the billing date for such Assessment on the books of the Association.

Section 2.10. Actions Without a Meeting. Prior to the first Annual Meeting, Declarant may take any action that could be taken at a meeting of the Members of the Association without a meeting, in a writing or writings signed by an officer of Declarant. Following the first Annual Meeting, the Members may take any action that could be taken at a meeting of the Members of the Association without a meeting, in a writing or writings, signed by the requisite number of Members of the Association as would be required for such action at a Meeting.

ARTICLE III. BOARD OF TRUSTEES: SELECTION: TERM OF OFFICE

Section 3.1. Number. The affairs of the Association shall be managed by the Board of Trustees, who shall be Members of the Association, except for those Trustees appointed by Declarant. The number of Trustees shall be three (3), subject to Article 3.2 below.

Section 3.2. Selection. Term of Office. Declarant shall initially appoint the members of the Board of Trustees. The Declarant reserves the right to retain control and direction of the Board of Trustees (including the making of all appointments thereto and removing any member thereof) until the earlier to occur of (i) the date that the Declarant surrenders its preferential voting rights in relation to the Association pursuant to the terms and conditions set forth in the Declaration, or (ii) the expiration of the Development Period. After the first Annual Meeting but prior to the expiration of the Development Period, the Members shall then have the right to appoint two(2) of five (5) Trustees to the Board of Trustees and Declarant shall retain the right to control three (3) seats of the Board until the end of the Development Period. Should the Declarant decide to relinquish control of the Board of Trustees prior to the expiration of the Development Period, it may do so by causing all its members to resign and by providing written notice to the

Association. After the Development Period, all members of the Board of Trustees who are elected by the Members shall have a term of three (3) years, which terms shall be staggered such that (to the greatest extent possible) at least one (1) Board seat is up for election every year. For this purpose, during the first Annual Meeting following the Development Period; the Trustee who received the highest number of votes shall serve for three (3) years, the Trustee who received the next highest number of votes shall serve for two (2) years, and the Trustee who received the third highest number of votes shall serve for one (1) year. Thereafter, all members of the Board of Trustees elected shall each serve a term of three (3) years. Trustees appointed to fill any vacancy shall serve the remaining term of the vacating Trustee, as further provided in Section 3.3 herein.

Section 3.3. Removal. Any Trustee may be removed from the Board of Trustees, with or without cause, by an affirmative vote in excess of seventy-five percent (75%) of the voting rights of the membership of the Association. In the event of death, resignation or removal of a Trustee, his or her successor shall be appointed by the Board of Trustees and shall serve for the unexpired term of his or her predecessor. The provisions of this Section 3.3 shall not apply to members of the Board of Trustees appointed by the Declarant.

Section 3.4. Compensation. Members of the Board of Trustees shall serve without compensation. However, any Trustee may be reimbursed for reasonable expenses incurred in the performance of their duties.

Section 3.5. Action Taken Without a Meeting. The Trustees shall have the right to take any action which may be taken at a meeting of the Board without a meeting in a writing or writings signed by all of the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE IV. NOMINATION AND ELECTION OF TRUSTEES

Section 4.1. Nomination. Nomination for election to the Board of Trustees 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 of Trustees and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Trustees at least-sixty (60) days prior to each Annual Meeting of the Members, to serve from the time of appointment until the close of the next Annual Meeting, and such appointment shall be announced at each Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non Members.

Section 4.2. Election. Election to the Board of Trustees shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4.3. Declarant Appointments. The provisions of this Article IV shall not apply to Trustees appointed by the Declarant pursuant to Article III above or otherwise.

ARTICLE V. MEETINGS OF TRUSTEES

Section 5.1. Annual Organizational Board Meeting. The Annual Organizational Board Meeting shall take place within ten (10) days after the Annual Meeting of Members at the time and place fixed from time to time by the Board. Members shall be entitled to attend the Annual Organizational Board Meeting.

Section 5.2. Regular Meeting. Unless waived by the Board, regular meetings of the Board shall be held no less than quarterly, at a date, time and place fixed from time to time by the Board of Trustees. Should any regular meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day that is not a legal holiday.

Section 5.3. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the President of the Association or by a majority vote of the Board of Trustees, after not less than three (3) days' notice to each Trustee. A Trustee may waive such notice in writing.

Section 5.4. Notice of Meetings of the Board. Notice of the date, time, and place of organizational, regular, and special meetings of the Board shall be given to each Trustee by personal delivery, mail, electronic mail, or overnight delivery service at least three (3) days before the meeting. The notice need not specify the purposes(s) of the any meeting. Notice of the date, time and place of any meeting may be waived by a Trustee, before or after the meeting, by a writing filed with or entered upon the records of the meeting. Attendance of a Trustee at any meeting without protesting, before or at the beginning of the meeting, the lack of proper notice shall be deemed waived by the Trustee of notice of the meeting. No notice need be given to non-Trustee Members of organizational, regular, or special meetings of the Board, however, a non-Trustee Member may attend any organizational, regular, or special meeting of the Board, but shall not participate in any such meeting unless given permission to do so by the President or other Officer of the Association who is presiding at the meeting. A non-Trustee Member may not vote at a meeting of the Board.

Section 5.5. Quorum. A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Trustees.

Section 5.6. Telephonic Meetings. The Trustees may participate in and act at any meeting of the Board of Trustees through the use of a conference telephone, video, or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

ARTICLE VI. POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 6.1. Powers. The Board of Trustees shall have power to:

- (a) adopt and publish rules and regulations governing the use of the amenities, Common Areas and easements, the personal conduct of the Members, their family members, guests and invitees thereon contained in the Declaration and to establish and levy penalties and fees for the infraction thereof;
- (b) suspend the voting rights and right to use of the Common Areas and common easements (except the right to ingress and egress to a Lot) by a Member, the Member's family member, guests and invitees, 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, for a period not to exceed thirty (30) days beyond the cure of such a default;
- (c) exercise for the Association all powers, duties, and authority vested in or delegated to the Association by the Declaration, these Bylaws and/or the Laws of the State of Ohio which are not reserved to the membership by other provisions of these Bylaws or the Articles of Incorporation;
- (d) declare the office of a Trustee to be vacant in the event such Trustee shall be absent from three (3) consecutive regular meetings of the Board of trustees;
- (e) enforce the provisions of the Declaration on behalf of the Association and to establish and levy such fees and penalties against any Member for non-payment of Assessments, delinquent Assessments or breach of any provision contained in the Declaration;
- (f) cause all the Common Areas and common easements, and any improvements thereon, to be maintained;
- (g) employ such independent contractors, managers, and other employees as the Board of Trustees deems appropriate, and to prescribe their duties; and
- (h) procure and maintain adequate insurance for the Association as set forth in the Declaration.

Section 6.2. Duties. It shall be the duty of the Board of Trustees to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any special meeting when such statement is requested in writing by two-thirds (2/3) of the Members who are entitled to vote;
- (b) oversee all Officers, managers, agents and employees of the Association, and to see that their duties are properly performed with the Board having full power to hire and fire;
- (c) as more fully provided hereafter and in the Declaration, to:

- (1) fix the amount of the General Assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
- (2) send written notice of each Assessment to every Owner subject thereto at least thirty (30) days after fixing the amount of the General Assessment; and
- (3) foreclose a lien against any Lot for which Assessments are not paid within thirty (30) days after the due date or bring an action at law against the Owner personally obligated to pay the same, or both.

(d) issue, or cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge not to exceed fifty dollars (\$50.00) may be made by the Board of Trustees for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment.

Section 6.3. Professional Management Contracts. The Association may delegate all or any portion of its authority, subject to the Board's supervision, to discharge its responsibilities herein to a manager or managing agent. Any management agreement, shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days written notice.

Section 6.4 Rules and Regulations. The Board may adopt and amend rules and regulations (hereinafter, "Rules and Regulations") for the maintenance, use, conservation, and beautification of the Property and for the health, comfort, safety and general welfare of Members and their families, guests, and invitees. The Board, or any committee created by the Board, may impose fines on a Member who violates, or whose family members, guests, or invitees violate the Rules and Regulations. The Board may establish a schedule of fines for particular violations of the Rules and Regulations to be paid by any Member who violates such Rules and Regulations. Any fines assessed by the Board shall be due and payable on the date the next installment of any Assessment is due. In the event that a Member shall fail to pay when due any fines assessed by the Board under this Section, then the amount of the assessed fines, in addition to any and all expenses incurred by the Board in enforcing this Section, including reasonable attorneys' fees to the extent permitted by Ohio law, may be levied as a Special Assessment against the Lot Owner in question and his or her Lot. The levying of a fine against a defaulting or delinquent Member shall not operate as a waiver of any other rights that the Board may have against such Member pursuant to the Declaration or these Bylaws. In the event that Rules and Regulations conflict with any provisions of the Declaration or these Bylaws, the provisions of the Declaration and of these Bylaws shall govern.

ARTICLE VII. OFFICERS AND THEIR DUTIES

Section 7.1. Enumeration of Officers. The Association may have a President, a Secretary, and a Treasurer, and such other officers as the Board of Trustees may from time to time create

("Officers"). The all Officers shall be Members, or representatives of the Declarant, as applicable.

Section 7.2. Election of Officers. Prior to the expiration of the Development Period or the relinquishing of Declarant's right to control the Board, the Declarant shall appoint the Officers of the Association. After such time, the Officers of the Association shall be elected by the Board at each Annual Organizational Board Meeting and the persons so elected shall take office immediately upon election.

Section 7.3. Term. The Officers of the Association shall be elected annually by the Board of Trustees and each shall hold office for one (1) year and until his or her successor is elected, unless he or she shall sooner resign, be removed or otherwise disqualified to serve.

Section 7.4. Special Appointments. The Board of Trustees 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 of Trustees may from time to time determine.

Section 7.5. Resignation and Removal. Any Officer may be removed from office, with or without cause, by a majority vote of the Board of Trustees. Any officer may resign at any time by giving written notice to the Board of Trustees, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Trustees. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he or she replaces.

Section 7.7. Multiple Offices. The same person may hold the office of Secretary and Treasurer. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 7.4 of this Article. No Officer shall execute an instrument in more than one capacity if the signatures of two or more Officers are required by law, the Articles of Incorporation, the Declaration, or these Bylaws.

Section 7.8. Duties. The duties of the Officers are as follows:

(a) President- The President shall preside at all meetings of the Members and at all meetings of the Board and shall see that orders and resolutions of the Board of Trustees are carried out; and shall act as chief executive officer. The President may sign all legal instruments authorized by and on behalf of the Association.

(b) Secretary – The Secretary shall cause the record of the votes and keep the minutes of all meetings and proceedings of the Board of Trustees and of the Members; serve notice of meetings of the Board of Trustees and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; give each Member a copy of any

Rules and Regulations or amendments thereto; and shall perform such other duties as required by the President or the Board of Trustees.

(c) Treasurer - The Treasurer shall receive and deposit in appropriate bank or savings and loan accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; keep proper books of accounts; cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Members at its regular Annual Meeting, and deliver a copy of the same each Member.

(d) Reliance on Professional Advice. As long as the Trustees and the Officers are acting in good faith, the Trustees and Officers may rely upon the advice of professionals hired or retained by the Association when rendering their decisions.

ARTICLE VIII. COMMITTEES

The Board of Trustees shall appoint a Nominating Committee, as provided herein. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purposes. The Board has the power to appoint and disband committees, except for the Nominating Committee, as the Board deems necessary,

ARTICLE IX. INDEMNIFICATION OF TRUSTEES AND OFFICERS

The Association shall indemnify each person, and the heirs, legal representatives, executors, and administrators of such person, who is or was a Trustee or Officer of the Association, or of any other corporation if serving as such at the request of the Association against all costs and expenses reasonably incurred by him or her or imposed upon him or her in connection with or arising out of any claim, action, suit, proceeding, or investigation, civil, criminal, or administrative, of whatever nature, to which he or she is made or threatened to be made a party or in which he or she is necessarily involved, by reason of his being or having been a Trustee or Officer of the Association or such other corporation (whether or not he continues to be a Trustee or Officer at the time of incurring such expenses), or in connection with any negotiation or settlement thereof or appeal therein, except in relation to matters as to which he or she shall be finally adjudged liable for gross negligence or guilty of misconduct in the performance of his duties as such Trustee or Officer, and provided that indemnification shall be made only if such Trustee or Officer is determined in the manner hereinafter provided to have been acting in good goof faith in which he reasonably believed to be in the best interests of the Association and in any matter the subject of a criminal action, suit, or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

There shall be included in such indemnification, together with all other costs and expenses, attorneys' fees and disbursements, judgments (other than amounts paid or required to be paid to the Association itself), fines, and penalties and amounts paid in settlement (other than amounts paid or agreed to be paid to the Association itself) provided that in the case of amounts paid in settlement, the amount thereof shall have been approved by a judicial or administrative adjudication or by the disinterested Trustees or independent counsel, as hereinafter provided.

Entry of a judgment by consent as part of a settlement or, in the case of a criminal action, suit, or proceeding, the entering of a plea of nolo contendere ("no contest"), or its equivalent, shall not of itself be deemed an adjudication or determination at the person consenting to such judgment or entering such plea has been grossly negligent or guilty of misconduct in the performance of his duties as such Trustee or Officer; or that the action complained of was not taken in good faith in the reasonable belief that it was in the best interests of the Association or that such person had reasonable cause to believe that his conduct was unlawful.

In the case of an adjudication in which the Trustee or Officer involved is successful, he or she shall be entitled to indemnification as a matter of right. In all other cases in which the Trustee or Officer involved may be entitled to indemnification by reason of the provisions of this Article IX, indemnification shall be made only upon either (a) the determination in writing of a majority of the disinterested Trustees of the Association, where all of the disinterested Trustees constitute a majority of the whole Board of Trustees, that the Trustee or Officer in question was not grossly negligent or guilty of misconduct in the performance of his or her duties and that he or she was acting in good faith in what he or she reasonably believed to be the best interests of the Association and, in any matter the subject of a criminal action, suit, or proceeding, had no reasonable cause to believe that his or her conduct was unlawful, or (b) if one-half or more of the members of the Board of Trustees of the Association are parties to the claim, action, suit, proceeding, or investigation in question, or for any other reason are not disinterested, then a determination made by and set forth in a written advice of independent counsel shall control and govern any and all such indemnification. Expenses incurred with respect to claim, action, suit, proceeding, or investigation of the character described in this Article may be advanced by the Association prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the Trustee or Officer to repay such amount if it is ultimately determined, under the procedure set forth in this Article, that he or she is not entitled to indemnification or, where indemnification is granted, to the extent the expenses so advanced exceed the indemnification to which he or she is entitled.

The foregoing right of indemnification shall not be exclusive of any other rights which any Trustee or Officer may be or become entitled to by law or be lawfully granted by contract with the Association, by vote of the Members or otherwise. In the discretion of the Board of Trustees, any other employee of the Association who is not a Trustee or Officer thereof may be indemnified by the Association under the circumstances and to the extent that such indemnification of a Trustee or Officer would be required or authorized under this Article.

ARTICLE X. MISCELLANEOUS

Section 10.1 Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member, and any holder, insurer or guarantor of a first mortgage on a Lot. The Articles of Incorporation and these Bylaws shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 10.2. Fiscal Year. The fiscal year shall be the calendar year, except that the first fiscal year of the Association shall begin on the date of incorporation. The commencement date of the fiscal year herein established may be changed by the Board of Trustees should corporate practice subsequently dictate.

Section 10.3. Execution of Association Documents. All notes, contracts, other documents, checks, and other drafts shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time designated by the Board of Trustees.

Section 10.4. Amendments. So long as Declarant owns at least one (1) Lot within the Subdivision, the Declarant may amend these Bylaws as it sees fit in its sole discretion. After the Development Period, any modification or amendment of these Bylaws shall be made in accordance with the provisions set forth in the Declaration.

Section 10.5 Governing Law. The Bylaws shall be governed by and construed in accordance with the laws of the State of Ohio.

Section 10.6 Conflict. In the case of any conflict between these Bylaws, the Articles of Incorporation, and the Declaration, the Declaration shall control.

Section 10.7. Nondiscrimination. No Member (including the Declarant) and no employee, agent, or representative of a Member shall discriminate on the basis of sex, race, color, creed, national origin, or any other adjudicated class in sale of any Lot, or in the use of the Common Elements.

Section 10.8 Nonwaiver of Covenants. No delay or failure on the part of the Board and/or on the part of any Officer exercising any right, power or privilege or in failing to enforce a covenant, condition, obligation, or a provision contained in the Declaration, Articles of Incorporation, Bylaws, or Rules and Regulations shall be or be deemed to be a waiver thereof, or be or be deemed to be a waiver of any subsequent exercise of such a right, power, or privilege, or be deemed to be a waiver of any subsequent violation or breach of such covenant, condition, obligation, or privilege, nor shall any single or partial exercise of any right, power, or privilege preclude any other or future exercise thereof or preclude the exercise of any other right, power, or privilege. All rights, powers, and privileges given hereunder or at law or in equity are cumulative, and any one or more or all of such rights, owners and privileges may be exercised simultaneously or consecutively,

Adopted this _____ day of _____, 2026.

C. Ellis Properties, LLC

By: Chad Ellis

Its: Member

EXHIBIT C

Settlers Grove Owners' Association, Inc. Certificate and Articles of Incorporation