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# The State of Ohio

## Certificate

Secretary of State - J. Kenneth Blackwell

1148661

It is hereby certified that the Secretary of State of Ohio has custody of the business records for *LORIEN WOODS OWNERS ASSOCIATION* and that said business records show the filing and recording of:

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

Witness my hand and the seal of the Secretary  
of State at Columbus, Ohio, This 12th day of  
April, A.D. 2000



*J. Kenneth Blackwell*  
J. Kenneth Blackwell  
Secretary of State

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APR 12 2000

ARTICLES OF INCORPORATION  
OF  
LORIEN WOODS OWNERS ASSOCIATION

J. KENNETH BLACKWELL  
SECRETARY OF STATE

The undersigned, a majority of whom are citizens of the United States, desiring to form a corporation, not for profit, under Sections 1702.01, et seq. of the Revised Code of Ohio, do hereby certify:

**FIRST:** The name of said corporation shall be LORIEN WOODS OWNERS ASSOCIATION.

**SECOND:** The place in Ohio where the principal office of the corporation is to be located is Miami Township, Montgomery County.

**THIRD:** This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of Lots and Common Area described as Lorien Woods, a Planned Development, and to promote the health, safety and welfare of the residents or the property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

- a. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, and Restrictions, hereinafter called the "Declaration," applicable to the property and recorded or to be recorded in the Office of the Recorder of Montgomery County, Ohio, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length.
- b. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses, incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.
- c. Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.
- d. Borrow money, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.
- e. Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members.
- f. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area.
- g. Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Ohio by law may now or hereafter have or exercise.

**FOURTH:** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Unit and each occupant of a Dwelling Unit which is subject by covenants of record to assessments by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Unit which is subject to assessments by the Association or from occupancy of a Dwelling Unit.

**FIFTH:** The Association shall have two classes of voting membership.

Class A. Class Members shall be Owners, except the Declarant, of lots upon which is constructed a dwelling unit, and shall be entitled to one vote for each such lot so owned.

Class B. The Class B member shall be the Declarant, and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when Class A is in existence and the total votes outstanding equal or exceed the total votes outstanding in the Class B membership; provided, however, that if at any time or from time to time the Declarant does not plat additional lots as provided in this Declaration so as to maintain Class B membership in existence, due to no fault of its own (either because of governmental or quasi-governmental action or inaction or otherwise), then Class B membership shall not cease, but shall continue in order to allow the Declarant a reasonable time after the impediment has been eliminated to plat additional lots as provided herein.

**SIXTH:** The affairs of this Association shall be managed by a Board of not less than Three (3) nor more than Seven (7) Trustees who need not be Members of the Association. The names and addresses of the persons who are to act in the capacity of Trustee until the selection of their successors are:

Karl L. Zengel            2305 Vienna Parkway, Dayton, Ohio 45459

James M. Zengel        2305 Vienna Parkway, Dayton, Ohio 45459

Stephen K. Zengel      2305 Vienna Parkway, Dayton, Ohio 45459

**SEVENTH:** The Association may be dissolved with the assent given in writing and signed by not less than Seventy Five percent (75%) of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

**EIGHTH:** Amendment of these Articles shall require the assent of 75% of the entire membership.

**NINTH:** In the event of the dissolution of this corporation, no Member, Trustee, officer or other private person, shall be entitled to any distribution or division of the corporation's remaining assets or the proceeds thereof. Instead, the Board of Trustees shall, after paying or making provision for the payment of all of the liabilities of the corporation, have all the assets dedicated to an appropriate public agency or body to be devoted to purposes as nearly practicable the same as those purposes for which the Association was

formed. Such, if any of the assets that are refused acceptance by the public agency or body, shall be disposed of by the Board in its discretion to such organization or organizations similar in purpose to the liquidating corporation.

**IN WITNESS WHEREOF**, for the purpose of forming this corporation under the laws of the State of Ohio, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation, this 15<sup>th</sup> day of December, 1999.

**INCORPORATORS:**

Karl L. Zengel  
Karl L. Zengel

James M. Zengel  
James M. Zengel

Stephen K. Zengel  
Stephen K. Zengel

**ORIGINAL APPOINTMENT OF AGENT**

The undersigned, being all the Incorporators of **LORIEN WOODS OWNERS ASSOCIATION** hereby appoint Charles F. Allbery, III, a natural person in the county in which the corporation has its principal office, upon whom any process, notice or demand required or permitted by statute to be served upon the corporation, may be served. His complete address is 137 N. Main Street, Suite 900, Dayton, Ohio 45402.

**INCORPORATORS:**

Karl L. Zengel  
Karl L. Zengel

James M. Zengel  
James M. Zengel

Stephen K. Zengel  
Stephen K. Zengel

Date: December 15, 1999

Dayton, Ohio

LORIEN WOODS OWNERS ASSOCIATION

Gentlemen:

I hereby accept appointment as agent of your corporation upon whom process, tax notices, and demands may be served.

Charles F. Allbery, III  
Charles F. Allbery, III

TRANSFERRED  
00 NOV -9 AM 10:41  
A.J. WAGNER  
AUDITOR

**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR  
LORIEN WOODS SUBDIVISION**

Note: As is set forth in the Record Plan for Lorien Woods, Section One, which is recorded as Plat Book "179" Page 40, Records of Montgomery County, Ohio, all Lot Owners of lots within Lorien Woods are subject to the Declaration to Provide Storm Water Detention to Vienna Park North as recorded in Microfiche No. 94-0065 A02, Records of Montgomery County, Ohio, and the owners of lots in Lorien Woods shall be members of Vienna Park North Owners Association, a non-profit corporation.

This instrument prepared by:  
Charles F. Allbery, III  
Attorney at Law  
137 N. Main Street, Suite 900  
Dayton, Ohio 45402

DEED 00-757 D06

**LORIEN WOODS, A PLANNED UNIT DEVELOPMENT  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
TABLE OF CONTENTS**

<b>ARTICLE I. DEFINITIONS</b> .....	<b>1</b>
SECTION 1. ASSOCIATION.....	1
SECTION 2. OWNER.....	1
SECTION 3. SINGLE FAMILY.....	1
SECTION 4. GUEST.....	1
SECTION 5. DECLARANT.....	1
SECTION 6. PROPERTIES.....	1
SECTION 7. PARCELS.....	1
SECTION 8. LOT.....	1
SECTION 9. BUILDING.....	1
SECTION 10. UNIT.....	2
SECTION 9. COMMON AREA.....	2
SECTION 10. LIMITED COMMON AREA.....	2
SECTION 11. COMMON EXPENSE.....	2
SECTION 12. TRUSTEES.....	2
<b>ARTICLE II. METHOD OF PROCEEDING</b> .....	<b>2</b>
SECTION 1. PROPERTIES.....	2
SECTION 2. INITIAL PLAT.....	2
SECTION 3. REPLAT.....	2
SECTION 4. COMMON AREA.....	2
<b>ARTICLE III. UNITS AND LOTS</b> .....	<b>2</b>
SECTION 1. TYPE OF CONSTRUCTION.....	2
SECTION 2. OWNERSHIP.....	2
SECTION 3. DESIGN OF LOTS.....	2
SECTION 4. SIZE OF LOTS.....	3
SECTION 5. ACCESS.....	3
SECTION 6. INTENTION.....	3
SECTION 7. ENCROACHMENT.....	3
SECTION 8. ACCESS BY ASSOCIATION.....	3
<b>ARTICLE IV. COMMON AREA</b> .....	<b>3</b>
SECTION 1. OWNERSHIP.....	4
SECTION 2. ENJOYMENT.....	4
SECTION 3. USE.....	4
<b>ARTICLE V. LIMITED COMMON AREAS</b> .....	<b>4</b>
SECTION 1. DRIVEWAYS.....	4
SECTION 2. OTHER ASSIGNED USES.....	4
<b>ARTICLE VI. PROPERTY RIGHTS</b> .....	<b>4</b>
SECTION 1. RESTRICTIONS AS TO USES.....	4
SECTION 2. EASEMENTS FOR UTILITIES.....	5
SECTION 3. EASEMENTS FOR GENERAL WELFARE.....	5
SECTION 4. FUTURE EASEMENTS.....	5
<b>ARTICLE VII. PROTECTIVE COVENANTS AND RESTRICTIONS</b> .....	<b>5</b>
SECTION 1. USE.....	5
SECTION 2. HOTEL AND TRANSIENT USES.....	5
SECTION 3. ARCHITECTURAL CONTROL.....	5

Lorien Woods, a Planned Unit Development

SECTION 4. PROHIBITED PARKING.....	6
SECTION 5. BUILDING ON EASEMENTS.....	6
SECTION 6. NUISANCES.....	6
SECTION 7. TEMPORARY STRUCTURES.....	6
SECTION 8. SIGNS.....	6
SECTION 9. LIVESTOCK AND POULTRY.....	6
SECTION 10. GARBAGE AND REFUSE DISPOSAL.....	6
SECTION 11. WATER AND SEWER.....	6
SECTION 12. EXTERIOR APPEARANCE.....	7
SECTION 13. COMMON AREA.....	7
SECTION 14. PATIO AREAS.....	7
<b>ARTICLE VIII. MAINTENANCE, REPAIR AND REPLACEMENT.....</b>	<b>7</b>
SECTION 1. EXTERIOR MAINTENANCE.....	7
SECTION 2. MAINTENANCE SCHEDULE.....	7
SECTION 3. INTERIOR MAINTENANCE.....	7
SECTION 4. NEGLIGENCE.....	7
SECTION 5. CHANGES.....	7
SECTION 6. COMMON AREA.....	8
SECTION 7. SERVICES.....	8
SECTION 8. MANAGING AGENT.....	8
<b>ARTICLE IX. PARTY WALLS AND FENCE.....</b>	<b>8</b>
SECTION 1. GENERAL RULES OF LAW TO APPLY.....	8
SECTION 2. SHARING OF REPAIR AND MAINTENANCE.....	8
SECTION 3. DESTRUCTION BY FIRE OR OTHER CASUALTY.....	8
SECTION 4. WEATHERPROOFING.....	9
SECTION 5. RUNS WITH THE LAND.....	9
SECTION 6. ARBITRATION.....	9
SECTION 7. RIGHT OF ENTRY.....	9
<b>ARTICLE X. INSURANCE.....</b>	<b>9</b>
SECTION 1. CARRIED BY ASSOCIATION.....	9
SECTION 2. FIRE AND EXTENDED COVERAGE.....	9
SECTION 3. LIABILITY INSURANCE.....	10
SECTION 4. ASSOCIATION TO ACT.....	10
SECTION 5. PERILS NOT INSURED AGAINST.....	10
<b>ARTICLE XI. RECONSTRUCTION OR REPAIR.....</b>	<b>10</b>
SECTION 1. PROCEDURE FOR RECONSTRUCTION OR REPAIR.....	11
SECTION 2. INSUFFICIENT INSURANCE.....	11
<b>ARTICLE XII. REAL ESTATE TAXES.....</b>	<b>11</b>
SECTION 1. OWNER.....	11
SECTION 2. ASSOCIATION.....	11
<b>ARTICLE XIII. ASSOCIATION.....</b>	<b>11</b>
SECTION 1. FORMATION.....	11
SECTION 2. MEMBERSHIP.....	11
SECTION 3. MEMBERSHIP CLASSES AND VOTING RIGHTS.....	11
SECTION 4. JOINT OWNERS OR OCCUPANTS.....	12
SECTION 5. ELECTION OF BOARD.....	12
<b>ARTICLE XIV. COMMON EXPENSES.....</b>	<b>12</b>

Lorien Woods, a Planned Unit Development

<u>SECTION 1. BINDING</u> .....	12
<u>SECTION 2. PAYMENT</u> .....	12
<u>SECTION 3. PRO-RATA SHARE</u> .....	13
<u>SECTION 4. PREPARATION OF BUDGET</u> .....	13
<u>SECTION 5. REVIEW AND ADJUSTMENT</u> .....	13
<u>SECTION 6. MANDATORY REQUIREMENT</u> .....	13
<u>SECTION 7. LIMITATION ON DISBURSEMENTS</u> .....	14
<u>SECTION 8. NON-USE OF FACILITIES</u> .....	14
<u>SECTION 9. UNIMPROVED PARCELS</u> .....	14
<b><u>ARTICLE XV. OTHER ASSESSMENTS</u></b> .....	<b>14</b>
<u>SECTION 1. SPECIAL ASSESSMENT</u> .....	14
<u>SECTION 2. CAPITAL IMPROVEMENTS</u> .....	14
<u>SECTION 3. INDIVIDUAL UNIT ASSESSMENTS</u> .....	14
<u>SECTION 4. INSURANCE ASSESSMENT</u> .....	15
<u>SECTION 1. CERTIFICATE</u> .....	15
<u>SECTION 2. PRIORITY</u> .....	15
<u>SECTION 3. ASSOCIATION AS PURCHASER</u> .....	15
<u>SECTION 4. DISCHARGE OF LIEN</u> .....	15
<u>SECTION 5. MORTGAGEE</u> .....	15
<b><u>ARTICLE XVII. MORTGAGEE PROVISIONS</u></b> .....	<b>16</b>
<u>SECTION 1. BENEFIT</u> .....	16
<u>SECTION 2. FIRST MORTGAGE PROVISIONS</u> .....	16
<b><u>ARTICLE XVIII. STATUTORY AGENT</u></b> .....	<b>17</b>
<b><u>ARTICLE XIX. ADDITION OF LAND</u></b> .....	<b>17</b>
<u>SECTION 1. PROPERTIES</u> .....	17
<u>SECTION 2. OTHER LAND</u> .....	17
<b><u>ARTICLE XX. AMENDMENT</u></b> .....	<b>17</b>
<u>SECTION 1. AMENDMENT OF DECLARATION</u> .....	17
<u>SECTION 2. CORRECTION</u> .....	18
<u>SECTION 3. RIGHTS ARE NOT SUBJECT TO SUSPENSION</u> .....	18
<u>SECTION 4. DECLARANT'S CONSENT</u> .....	18
<b><u>ARTICLE XXI. ARCHITECTURAL CONTROL</u></b> .....	<b>18</b>
<u>SECTION 1. APPOINTMENT</u> .....	18
<u>SECTION 2. APPROVAL</u> .....	18
<u>SECTION 3. ARBITRATION</u> .....	18
<b><u>ARTICLE XXII. MISCELLANEOUS</u></b> .....	<b>18</b>
<u>SECTION 1. DURATION</u> .....	18
<u>SECTION 2. ENFORCEMENT</u> .....	19
<u>SECTION 3. NOTICES</u> .....	19
<u>SECTION 4. NO DEDICATION TO PUBLIC USE</u> .....	19
<u>SECTION 5. ASSOCIATION AND BOARD RESPONSIBILITY</u> .....	19
<u>SECTION 6. SEVERABILITY</u> .....	19
<u>SECTION 7. QUIT CLAIM DEEDS AND CORRECTION DEEDS</u> .....	19
<u>SECTION 8. PERSONAL LIABILITY</u> .....	19
<b><u>ARTICLE XXIII. BINDING</u></b> .....	<b>20</b>



**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
LORIEN WOODS,  
A PLANNED DEVELOPMENT**

THIS DECLARATION is made by ZENGEL CONSTRUCTION CO., an Ohio corporation, hereafter referred to as the "Declarant," for the purpose of establishing a plan of development described herein utilizing the provisions of Chapter 711 of the Revised Code of Ohio.

**ARTICLE I. Definitions**

**Section 1. "Association."** The term "Association" shall mean and refer to Lorien Woods Owners Association, an Ohio non-profit corporation, its successors and assigns.

**Section 2. "Owner."** The term "Owner" sometimes called Unit Owner, shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to a Lot, including contract Sellers, but excluding those having an interest as security for the performance of an obligation. Notwithstanding any applicable theory of mortgages, the term shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or other proceedings in lieu of foreclosure.

**Section 3. "Single Family."** One or more persons related by blood, marriage or adoption, or no more than two unrelated persons, living and cooking together as a single house-keeping unit.

**Section 4. "Guest."** A person or persons occupying the unit while an owner is present.

**Section 5. "Declarant."** This term will refer to Zengel Construction Co. and to its successors and assigns, if such successor or assign should acquire more than one undeveloped Parcel from the Declarant for the purpose of development.

**Section 6. "Properties."** This term has reference to the land as may from time to time be subjected to the provisions of this Declaration.

**Section 7. "Parcels."** This term refers to the large lots that are platted from time to time from the Properties to lay out the street system and to establish utility easements that will be necessary or convenient to the residential construction. The term "Parcel" is used herein to distinguish it from the term "Lot" as used herein, which refers to a smaller platted lot that contains a Unit.

**Section 8. "Lot."** The term "Lot" herein used has reference to the real estate that will be created when the large lots (Parcels) are divided into smaller platted lots, improved with a Unit, which will be conveyed to the Owner.

**Section 9. "Building."** The term "Building" or "Buildings" shall mean and refer to the group of Units that are attached together in a single building complex. A Building shall contain two or more Units and being attached to other Units side by side.

Lorien Woods, a Planned Unit Development

Section 10. "Unit." The term "Unit" refers to each separate living area sometimes referred to as a "Dwelling Unit." A Dwelling Unit will be a single family attached home.

Section 9. "Common Area." This term shall mean the remainder and residue of a Parcel that is not platted into Lots. Common Area will include the private roads, parking area, lawn space and open areas that are utilized by more than one Owner. Common Area will be owned by the Association.

Section 10. "Limited Common Area." The term Limited Common Area shall refer to those portions of the Common Area assigned by the Declarant or reserved by the Association for special use for a particular Owner or Owners.

Section 11. "Common Expense." The term "Common Expense" means those expenses designated as common expenses in this Declaration to be shared by all of the Owners and at times referred to as Assessments.

Section 12. "Trustees." The term "Trustees" shall mean and refer to the duly elected Board of Trustees of the Association.

**ARTICLE II. Method of Proceeding**

Section 1. Properties. The Declarant owns the 11.655 acres described on Exhibit "A", which will be developed as construction progresses as Lorien Woods Section One and Lorien Woods Section Two, and the Declarant reserves the right and privilege to add any of such land to this plan of development.

Section 2. Initial Plat. The Declarant will initially plat all or part of the Properties into building lots (Parcels), private streets and common area. The Parcels laid out will be for the Buildings that are planned for each of these building lots.

Section 3. Replat. As soon as the Declarant lays out the Building for each building lot (Parcel), the Declarant may replat the Parcel into lots for the purpose of separating said Dwelling Unit onto a separate lot. The remainder of the Parcel, not platted into a lot containing a Unit, will be platted as a separate lot to create Common Area that will be transferred to the Association.

Section 4. Common Area. The private roads will be Common Area to be owned by the Association and will be transferred to the Association upon their completion.

**ARTICLE III. Units and Lots**

Section 1. Type of Construction. The Units to be constructed are attached multi-family living Units. The construction style will vary at the discretion of the Declarant, provided always that they will be compatible and complimentary to other Units built.

Section 2. Ownership. Each Owner will own the entire Lot and situate on the Lot will be an entire Unit, including its perimeter walls, roof, foundation and one-half of any interior walls or exterior walls that are common to other Units, the Owner will have the exclusive use and enjoyment thereof as if it was a detached single family home.

Section 3. Design of Lots. The Lots will be so designed that all exterior walls are included within the Lot, that the Lot line will run through the center of any common walls, and so that patio areas, stoops, storage buildings, air conditioning units and pads and the like will be

Lorien Woods, a Planned Unit Development

situated on the Lot and be part of the real estate conveyed to an Owner. If garages are attached to the Unit, they will be included within the boundary of the Lot.

Section 4. Size of Lots. A Lot will be as wide as the Unit measured from the outside of any perimeter wall to the center of any common walls. The Lot will be as long as it may be designed to include all appurtenances to the Unit, such as patio area, front porch or stoops and garages. Said Lots being more particularly shown on the record plan of each replatting process.

Section 5. Access. Each Unit shall have a direct access through its Lot and through the Common Area and private streets to a public street or highway, and a non-exclusive easement is created over the Common Areas to provide ingress and egress to each Lot. As part of the Common Area, the private system will be developed to provide the means of access.

Section 6. Intention. It is the intention of this plan that each Lot shall, for all purposes, constitute real property and shall be deemed real estate within the meaning of all provisions of the Revised Code of Ohio.

Section 7. Encroachment. In the event that by reason of construction, settlement or shifting of the Building or by reason of the partial or total destruction and rebuilding of the Building, any part of the Common Area encroaches or shall hereafter encroach upon any part of a Lot, or any part of a Unit encroaches or shall hereafter encroach upon another Lot or upon the Common Area, or if by reason of the design or construction of any Unit, it shall be necessary or advantageous to use or occupy any portion of another Lot or of the Common Area consisting of unoccupied space, or by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving any other Unit and Lot either presently encroaches or shall hereafter encroach upon any part of a Unit or Lot, valid easements for the maintenance of such encroachment and for the use of such space are hereby established and shall exist for the benefit of each Unit, Lot or Common Areas, as the case may be. Provided, however, in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit for future improvements detrimental to other Owners or to the Common Areas due to the willful conduct of such Owner.

Section 8. Access by Association. The Association shall have the irrevocable right of access to the Lots and Units as follows:

- a) To the exterior of a Unit to utilize any fixtures or equipment that is designed and installed for use by more than one Unit, as an example lighting fixtures, hose bibs, common meters for utilities and to repair, maintain and replace the same.
- b) To the exterior of a Unit to repair, maintain and replace the brick dividing walls in the garden patio areas.
- c) To the exterior of a Unit during reasonable hours and upon prior notice to make any repairs, replacements or improvements to be undertaken by the Association.
- d) To the interior of the Unit only in the event of an emergency that will affect other Units, otherwise only after the Board of Trustees or its representative first determine that entry, repair, etc. are necessary for the public safety or in order to prevent damage to or destruction of any other part of the Unit or Properties.

**ARTICLE IV. Common Area**

Lorien Woods, a Planned Unit Development

Section 1. Ownership. The Common Area shall be owned by the Association and shall consist of all of the land in each Parcel not platted into a Lot containing a Unit and shall include the private roads. The Declarant shall convey said Common Area to the Association at or about the time the Lots on said Parcel are conveyed to Owners.

Section 2. Enjoyment. Every Owner shall have a right and easement for the use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot by the way of membership in the Association, subject to the rights of the Association to make reasonable rules and regulations concerning the use of said Common Area. Provided, however, that nothing herein shall limit or restrict the right of the Owner to access, both vehicular and pedestrian, from his Lot or parking area to the nearest public street over such portions of the Common Areas as may be designated as private streets.

Section 3. Use. Except as otherwise provide herein, the Common Area shall be used for sole and exclusive use, benefit and enjoyment of the Owners for the following purposes: streets, sidewalks, footways, parking areas, drives, common areas, utility lines, and like facilities.

**ARTICLE V Limited Common Areas**

Section 1. Driveways. The initial construction contemplates the construction of garages as part of the Dwelling Unit and be a part of the Lot conveyed to an Owner. The driveways to provide access to the garages will be located in part in the Common Area replatted from a Parcel and may serve only one garage or may be used also by the garage relating to the adjacent Unit. Such driveways, although part of the Common Area, will be considered to be Limited Common Area in that the use of such drives are limited and restricted to the Owners of the Units served by such drives.

- a) The normal maintenance and repair of such driveways will be the obligation of the Association. If an Owner, by his negligence causes damage to the driveway, the Association may require the Owner to reimburse any disproportionate expense due to his neglect.
- b) The Owners agree not to block or restrict the use of any joint driveway to impede the use by the adjoining Owner. The Association shall have the right to regulate the use of the driveways in order to protect the Owner's right of use.

Section 2. Other Assigned Uses. The Declarant or the Association may assign other parts of the Common Area as Limited Common Area should this be necessary to preserve or protect an Owner's need to use such area.

**ARTICLE VI. Property Rights**

Section 1. Restrictions as to Uses. The Association, in addition to the rights to make other reasonable regulations concerning the Common Area, may subject the Common Area to the following provisions:

- a) The right of the Association to restrict parking and other uses of the drives, private roadways and parking areas.

Lorien Woods, a Planned Unit Development

- b) The right of the Association to control the uses of the Common Area, to make rules and regulations concerning said uses and to generally regulate the Common Areas for the benefit of all of the Owners.
- c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes provided such agency, authority, or utility will accept dedication or transfer and subject to such conditions as may be agreed to by the Members.
- d) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas. The Association shall not borrow money except by resolution approved by sixty-six and two-thirds percent (66-2/3%) of the total number of votes held by Class A members and the approval by the Class B member, if such member should exist.
- e) The right of the Association to enforce and from time to time amend reasonable rules and regulations pertaining to the use of the Common Areas. Provided, however, nothing herein shall be deemed to give the right to the Association to suspend any Owner's right of ingress or egress across the Common Area to his Unit.

Section 2. Easements for Utilities. The easements to generally serve the requirements of the Properties will be created and shown on the platting process to create the Parcels and the replatting process to create the Lots. However, the Association may grant such additional easements as may from time to time be required for full use and benefit of the Lot Owners or the Association.

Section 3. Easements for General Welfare. As to the Common Area, there is hereby granted a valid easement to the local political authorities, but not to the public in general, to enter upon said Common Area for the purpose of maintaining and providing for the safety, welfare, police protection, fire protection to the Units and for the benefit of all persons using the same, the Owners and the Association.

Section 4. Future Easements. Declarant hereby reserves to itself the right and easement to install, lay, maintain, repair and replace water mains, pipes, sewer lines, gas mains, telephone wires and equipment and television electrical conduits and wire over, under, and along any portion of the Common Areas, provided that it shall be a condition precedent to the use and enjoyment of any such easement that the Declarant shall restore the Common Areas to the same condition as existed just prior to the installation of any such utility improvements.

**ARTICLE VII. Protective Covenants and Restrictions**

Section 1. Use. Each Lot or Unit shall be used for residential purposes only, except that the Declarant may use the same for construction and sales purposes during the building and initial sales period.

See Amendment 21 Section 2, page 44 of this document

Section 2. Hotel and Transient Uses. No Unit or any part thereof shall be rented or used for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days, or (b) any rental if the occupants of a Unit are provided customary hotel or boarding house services, such as room service for food and beverages, maid service, the furnishing of laundry and linen service, meals, busboy service and other like services.

See Amendment 21 Section 3, page 45 of this document

Section 3. Architectural Control. No exterior additions or alterations of any Unit situated on any Lot, nor changes in the colors of the exterior portions of the Unit nor changes

Lorien Woods, a Planned Unit Development

in fences, hedges, walls or other structures and appurtenances to the Units shall be commenced, erected or maintained unless and until the construction, plans and specifications are approved by the Trustees of the Association or by an Architectural Committee appointed by said Trustees. It is understood that any building additions or modifications, including patio or room additions, that may be approved by the Architectural Committee must also meet the applicable zoning restrictions of the Township of Miami and conform to the set backs, minimum distances between buildings, and lot lines required by the applicable zoning and subdivision regulations.

Section 4. Prohibited Parking. The parking of campers, trailers, boats, mobile homes and the like are prohibited on any Lot or on the Common Area, unless the Association designates a specific area therefor on the Common Area.

Section 5. Building on Easements. Within the easements for the installation and maintenance of utilities and drainage facilities, no structure, planting or other materials shall be placed or permitted to remain which will damage or interfere with the installation and maintenance of the utilities, or which may change the flow of drainage channels, or which may obstruct or retard the flow of surface water from its proper course or flow.

Section 6. Nuisances. No noxious or offensive activity shall be permitted on any Lot, Unit or Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Nothing shall be done that will create any waste, that will increase the costs of insurance or result in the cancellation of insurance on the Units or Common Area.

Section 7. Temporary Structures. No structures of a temporary character, tents, garages, barns or outbuildings shall be permitted on any lot. No structures of any kind shall be erected on the Common Area unless placed or erected by the Declarant or upon the approval of the Board of Trustees or the Architectural Committee of the Association.

Section 8. Signs. No sign of any kind shall be displayed to the public view on the Properties, except (a) on the Common Area, signs regarding and regulating the use of the Common Area that are erected by the Association, (b) on a Lot, except one sign of no more than five (5) square feet advertising the property for sale or lease; (c) signs used by the Declarant for the advertisement of the property during the construction and initial sales period. Signs may be erected for traffic control on the private streets.

Section 9. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Common Area, except dogs, cats and other usual household pets, provided that they are not kept, bred or maintained for any commercial purposes. No animal shall be permitted to run loose on or become a nuisance to any other Owner. The Owner shall be responsible for the droppings of his pet(s). The Association may regulate and control the use of the Common Area by such household pets as from time to time it deems necessary.

Section 10. Garbage and Refuse Disposal. No Lot nor any part of the Common Area, shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers on the Lots or in dumpsters if provided by the Association or Miami Township. Following collection at the curb, it shall be the responsibility of the Owner to promptly return to his Unit and place the container out of sight.

Section 11. Water and Sewer. No private water supply systems or sewage disposal systems shall be permitted on any Lot or Common Area.

Lorien Woods, a Planned Unit Development

Section 12. Exterior Appearance. No clothes, sheets, blankets, laundry or other articles shall be hung out or exposed from any Unit or in the Common Area, and the Lot and Common Area shall be kept free and clear of rubbish, debris and other unsightly material. Nothing shall be hung or displayed on the outside wall of any Unit and no awning, canopy, shade, window guard, ventilator, fan, air-conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof or any part thereof without the consent of the Architectural Committee. A laundry hanging device shall be permitted on a Lot in the area of the patio, but articles shall not be left outdoors overnight or on Saturdays and/or Sundays; when not in use this device shall be stored out of sight. Unless otherwise determined by the Association, all windows will have curtains of neutral shade or drapes with white lining, or compatible with the building exterior color.

Section 13. Common Area. Except as otherwise provided herein, the Common Area shall be used for the sole and exclusive use, benefit and enjoyment of the Owners. The Trustees of the Association may establish and enforce reasonable rules and regulations as to the use of all Common Area and the same, as promulgated from time to time, shall be enforceable in the same manner and to the same extent as if originally part of this Declaration.

Section 14. Patio Areas. The patio area enclosed by brick walls adjacent to a dwelling unit shall be for the sole use of the owner of such unit. The owner shall be responsible for the maintenance and upkeep of such area and shall not permit any object or color to be open to view which would detract from the appearance of Lorien Woods. If patio furniture and umbrellas are open to view from the patio area, the color selected shall complement and blend with the colors of the exterior building. The Association shall be responsible for repair or reconstruction of the patio brick walls and/or brick dividing walls.

**ARTICLE VIII. Maintenance, Repair and Replacement**

*See Amendment 20 Section 1, page 39 of this document*

Section 1. Exterior Maintenance. In addition to the maintenance of the Common area, the Association shall provide the normal exterior maintenance for each unit as follows: painting, repair, replacement and care for roofs, gutters, downspouts, garage doors, entrance doors, exterior building surfaces and other exterior improvements, but maintenance shall not include glass surfaces.

Section 2. Maintenance Schedule. The Association shall adopt a maintenance schedule that will permit the Units to be maintained in a good state of repair and upkeep, and will budget the funds necessary to provide such services, including an adequate reserve for replacements.

*See Amendment 20 Section 3, page 40 of this document*

Section 3. Interior Maintenance. All repairs, maintenance and replacement to the interior of the Unit shall be the sole responsibility of the Owner of the Unit, and shall include the repair and replacement of all glass surfaces. The Owner shall be responsible for the cost of the maintenance, repair and replacement of the heat and air conditioning facilities serving the Unit.

Section 4. Negligence. In the event that the need for maintenance or repair is caused through the negligent or willful act of the Owner, the owner's family, or guest, the cost of such repairs or replacements as related to the willful neglect or negligence shall be born by the Owner over and above the assessments levied as part of the Common Expense to cover the routine maintenance of the exterior of the Units.

Section 5. Changes. An Owner will make no changes to any structural members of the Building, even if within the interior of the Building. An Owner will make no changes to the exterior of the Unit or will not make any additions, alterations or changes unless and until the

Lorien Woods, a Planned Unit Development

Owner has the approval of the Board of Trustees or the Architectural Committee of the Association, and the approval by the building and zoning authorities of the Township of Miami, if such approval be necessary..

- a) The Board of Trustees or the Architectural Committee may require the Owner to supply plans and specifications for the proposed improvements showing the nature, kind, shape, height, material, and location of the proposed work, it being understood that the workmanship, material, and design must be in harmony with the rest of the building in the development.
- b) The Owner shall make arrangements to pay the costs for all such changes that are approved, and to see that the work is performed expeditiously in good workmanship manner.

Section 6. Common Area. The Association shall assume all responsibility for the maintenance and repair of the Common Area, including maintenance and repair of sanitary sewer and water laterals within the Common Area, and the cost thereof shall be a Common Expense.

Section 7. Services. The Association shall make provision for the care of the lawns and other landscaping, driveways, walks, snow removal, and other maintenance responsibilities of such nature for the Lots as well as the Common Area. The Association will have the right to enforce the Maintenance Easements established to assist in the control of the costs for such services to these areas.

Section 8. Managing Agent. The Association by its Trustees may delegate all or any portion of its authority to discharge its maintenance and repair responsibilities to one or more independent contractors or to a managing agent. Such delegation shall be evidenced by a management contract for a term not to exceed three (3) years in duration, which shall provide for the payment of reasonable compensation to such managing agent as a common expense. Upon the expiration of the initial term of any such management contract, the Trustees may renew such contract from time to time for successive periods, no one of which shall exceed three (3) years in duration or enter into a new contract for a like period. The Declarant, after the filing of this Declaration, may enter into the contract with the managing agent on behalf of the Association for the initial term of three (3) years. Such agreements shall provide for termination without cause and without payment of a termination fee on ninety (90) days notice.

**ARTICLE IX. Party Walls and Fence**

Section 1. General Rules of Law to Apply. Each wall and fence which is built as part of the original construction of the Units on the Properties and common to any other Unit or Lot shall be considered a party wall or party fence. Each Owner shall own so much thereof as stands upon his land, subject to the easement of the other, and has a right to use that wall for any purpose not inconsistent with its use as a party wall.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or fence shall be a common expense. The work and materials for such repair and maintenance shall be contracted by the Association.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for



Lorien Woods, a Planned Unit Development

negligent or willful acts or omissions. Unless otherwise agreed by Owners of all Living Units in a structure damaged or destroyed by fire or other casualty, such structure shall be rebuilt and all proceeds of insurance available therefor shall be made available to restore the structure.

Section 4. Weatherproofing. If necessary, the Association will weatherproof and otherwise maintain any party walls or fences, or brick dividing walls, in good order and repair.

Section 5. Runs With the Land. The party wall rights shall be appurtenant to the land of each Owner and shall pass to such Owner's successor in title subject also to the easement of such other using Owner.

Section 6. Arbitration. The Board of Trustees of the Association shall act as Arbitrators over any disputes concerning party walls, brick dividing walls or fences and it shall decide as to requirements or maintenance, repair, replacement and proration of cost amount the benefiting Owners, including whether or not any amounts expended by the Association for the repair, etc. of the common walls or fences should be recovered from any of the Owners thereof. The Board will also act as the arbitrator over any disputes that arise concerning the use and repair of driveways.

Section 7. Right of Entry. For purposes of making inspections and repairs under this Article, an Owner, his agents or contractors shall have the right to enter upon the premises of the other Owners of a party wall upon the giving of notice.

**ARTICLE X. Insurance.**

Section 1. Carried by Association. The Association, will carry fire and extended coverage, vandalism and malicious mischief liability insurance and workers' compensation insurance, if applicable, on the Units, Lots, structures or other improvements now or at any time hereafter constituting a part of the Properties and the costs thereof shall be a Common Expense.

Section 2. Fire and Extended Coverage. The Association shall contract for the insurance on the Units and other improvements on the Lots and Common Area for insurance against fire and other perils covered by a standard extended coverage endorsement in an amount equal to the maximum insurance replacement value excluding foundation and excavation costs. Such coverage shall also include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein and further include all fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items, even if some of the standard items may be considered appliances.

- a) Such policy of insurance shall provide for the issuance of certificates of insurance to mortgagees of Units and to provide at least ten (10) days notice prior to any cancellation of insurance.
- b) Any mortgagee may to remedy any lack of insurance, but shall not be required to, advance premiums to keep the insurance in effect or obtain new insurance policies in place thereof, and the amount so advanced shall be a Common Expense due immediately from the Association and a special assessment against all Unit Owners.
- c) The insurance policies shall provide for the release by the insurer thereof of any and all rights of subrogation, assignment or other rights of recovery against any Unit Owner, his family, tenants and all other persons lawfully in possession, for recovery against any one of them for any loss occurring to the Units, Lots or Properties from any of the perils insured against by such insurance coverage.

d) Proceeds of all insurance policies owned by the Association shall be paid to the Association, and shall be held in a separate account and in trust for the purposes of repair or construction as provided herein, for the benefit of the Unit Owners and their mortgagees, as their interests may appear.

e) An Owner shall not purchase an individual fire and extended coverage insurance policy on his Unit and Lot as real property. If irrespective of this prohibition, an Owner purchases an individual policy insuring real property, said Owner shall be responsible to the Association for loss or expense that the policy may cause in adjusting the Association's insurance, and such amount of loss shall be a special lien on his Lot.

f) Such insurance may have a reasonable deductible as determined by the Board of Trustees and such deductible shall be considered a Common Expense of the Association.

g) Each Owner at the time of acquisition may be required to pay to the Association a lump sum, not to exceed one (1) year, that will pay the prorata share of the existing insurance coverage, it being understood that the payment of Common Expenses includes only future insurance premiums.

Section 3. Liability Insurance. The Association, as a Common Expense, shall insure itself, the Board of Trustees, all Unit Owners and members of their respective families and other persons residing with them in the Unit, their tenants, and all persons lawfully in possession or control of any part of the Properties, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from the Common Areas. Such insurance to afford protection to a limit of not less than \$300,000.00 in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than \$500,000.00 in respect to any one occurrence and to the limit of not less than \$25,000.00 in respect to damage to or destruction of property arising out of any one accident.

Section 4. Association to Act. Each Owner does hereby appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and, if applicable, worker's compensation insurance pertinent to the Properties, the Unit and Lot with such insurer as may from time to time provide insurance. With out limitation to the generality of the foregoing, the Association as said attorney-in-fact shall have full power and authority to purchase and maintain such insurance, to collect proceeds and to distribute the same, to execute release of liability and to execute all documents and do all things on behalf of the Unit Owners as shall be necessary or convenient in dealing with any insurance purchased by the Association.

Section 5. Perils Not Insured Against. The insurance provided for herein shall not insure personal property of anyone located within a Living Unit and shall not insure against liability for personal injury or property damage arising out of or relating to ownership or occupancy of Living Units. It shall be the responsibility of the Owner of each Living Unit to obtain insurance coverage at his own expense for his personal liability for occurrences within and about said Living Unit or upon his property and also for protection of his personal property from perils insured against in standard fire and extended coverage insurance policies.

#### **ARTICLE XI. Reconstruction or Repair.**

Lorien Woods, a Planned Unit Development

Section 1. Procedure for Reconstruction or Repair. Immediately after a casualty causing damage to any portion of the Properties, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for bonds, permits, licenses, etc. The insurance proceeds and the sums deposited from collections of special assessments, shall constitute a construction fund which shall be disbursed to the payment of the cost of reconstruction and repair from time to time as the work progresses. Any remaining moneys after the repairs, restoration or reconstruction shall be paid to the Association.

Section 2. Insufficient Insurance. In the event that the insurance proceeds shall not be sufficient to pay the costs of repair or restoration or reconstruction, such cost in excess of the insurance proceeds shall be a Common Expense, and a Special Assessment shall be adopted should the same be required in order to provide the necessary funds.

**ARTICLE XII. Real Estate Taxes**

Section 1. Owner. The Owner of each Lot shall pay the real estate taxes and assessments that are from time to time levied against his individual Lot.

Section 2. Association. The Association shall be responsible for the payment of all taxes and assessments, if any, that are from time to time levied against the Common Areas.

**ARTICLE XIII. Association**

Section 1. Formation. In order to carry into effect the purposes of this Declaration and to own the Common Area of the Properties, a nonprofit corporation, Lorien Woods Owners Association, has been formed under and pursuant to the nonprofit corporation act of Ohio.

Section 2. Membership. Each Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. Upon the sale or other disposition of a Lot that vests title in a new Owner, the new Owner shall automatically become a member of the Association and the Seller shall cease to be a member, unless he owns other Lots in the Properties.

Section 3. Membership Classes and Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, except the Declarant, of lots upon which is constructed a Living Unit, and shall be entitled to one (1) vote for each such lot so owned.

Class B. The Class B member shall be the Declarant, and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when Class A is in existence and the total votes outstanding equal or exceed the total votes outstanding in the Class B membership; provided, however, that if at any time or from time to time the Declarant does not plat additional lots as provided in this Declaration so as to maintain Class B membership in existence, due to no fault of its own (either because of governmental or quasi-governmental action or inaction or otherwise), then Class B membership shall not cease, but shall continue in order to allow the Declarant a reasonable time after the impediment has been eliminated to plat additional lots as provided herein.

Lorien Woods, a Planned Unit Development

Section 4. Joint Owners or Occupants. When more than one person holds an interest in any Lot, all such persons shall be members of the Association; provided, however, that Owners' vote shall be exercised as all such persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot not owned by Declarant.

Section 5. Election of Board. The Declarant, as long as Class B membership exists, shall have the right to elect or appoint a majority of the Board of Trustees of the Association, which Board shall consist of a maximum of seven (7) persons. In the event that there shall be a vacancy in the office of any Board member appointed by the Declarant, at any time, then the provisions of the By-Laws to the contrary notwithstanding, the successor or substitute Board member shall be appointed or elected by the Declarant. During such time as the Declarant shall have the right to appoint or elect the majority of said Board, the Declarant shall not vote its memberships in the election of the balance of the Board, to wit, the minority thereof. Said minority of the Board shall be elected by the members exclusive of the Declarant. The Declarant's presence shall, however, be included for the purpose of determining a quorum at any meeting of the members at which the election of Board members take place. The Declarant shall, at the annual meeting of members, advise the Chairman of the annual meeting of the persons whom it desires to have appointed or elected Board members, not exceeding a majority of the whole Board of Trustees, and such persons shall be deemed elected Board Trustees of the Association. The Board members appointed or elected by the Declarant hereunder need not be members of the Association, provisions of the By-Laws of the Association to the contrary notwithstanding, and need not be officer or Directors of the Declarant.

**ARTICLE XIV. Common Expenses**

Section 1. Binding. Each Owner by the acceptance of a deed to a Lot, for himself, his heirs, administrators, executors, personal representatives, successors and assigns, whether or not it shall be expressed in such deed, covenants and agrees to pay the assessments that are levied from time to time to pay his allocated share of the Common Expenses provided for herein and as levied by the Association.

Section 2. Payment. The Declarant commencing on the first day of the month following the sale of the first Unit will pay to the Association, its allocated monthly assessment for each Lot it owns that is subject to this Declaration that contains a completed Unit and until it sells same and the assessment is assumed by the new Owner. Conversely, the assessment for Common Expenses will not accrue for any of the Properties until and unless a Unit is constructed and until the Unit is separated onto a Lot. The Association will assume no expense or responsibility for a Parcel or Lot until a Unit thereon is liable for assessments.

- a) Commencing on the first day of the month after acceptance of his deed, each Owner will pay 1/12th of the then current annual assessment charges that are due the Association. The previous Owner will be responsible for such charges until that date.
- b) As any Units are completed and offered for sale, the assessments for such Unit shall commence on the first day of the month after said Units are platted into separate Lots. This provision contemplates the construction of additional Units and the separation of the Units thereon to separate Lots by the replatting of Parcels as construction proceeds during the development.
- c) The Grantor or Grantee, upon the payment of a reasonable fee, will be entitled to a statement from the Trustees or their agent setting forth the amount of the unpaid assessments due from Grantor's Lot as of a specified date and the

Lorien Woods, a Planned Unit Development

Grantee shall not be liable for any assessments of the Grantor in excess of that amount set forth as of the date specified.

d) The Trustees of the Association may impose a late charge for any assessments not paid within five (5) days after they are due.

See Amendment 19 Section 3, page 32 of this document

Section 3. Pro-Rata Share. Each Owner of a Unit will pay a prorata share of the Common Expenses stated as a par value which is computed in the proportion that the anticipated maintenance expense is for each type Unit, as the center Units have no side wall exposure and will usually have less square footage and yard area. The End Units shall have a par value of 1.0; the Center Units shall have a par value of 0.9. The pro-rata share will be computed by dividing the par value of a Unit by the aggregate par value of all Units at the time of filing the Declaration and which are added from time to time by Declarant. As additional Units are added by the recording of the Record Plan for each re-plat the pro rata share of Common Expenses will be re-computed to include all of the Units then under the plan of development. Since the Units added will be comparable to the existing Units the par value will remain constant for each unit type with each Unit Owner having a fractional interest as each Unit compares to the total number of Units after any amendment. Such Common Expenses will include the cost for the exterior maintenance of the Units, the cost of insurance for the Units and Common Area, real estate taxes for the Common Area, the cost of maintaining the Common Area, administration of the Association, such services provided for by the Association and any management fees that are due under any management contract entered into by the Association, being all costs necessary to properly maintain the Units and the Common Area and the Association. In addition, the Owner may be required to pay an amount equal to a prorata share of the prepaid insurance coverage that relates to his Unit and to prepay not more than two (2) months of the Common Expense charges.

Section 4. Preparation of Budget. The Association shall on or before January 10 of each year, prepare an estimate of the total amounts that will be necessary to pay the Common Expenses for the ensuing calendar year and shall forthwith supply each Unit Owner a copy thereof and his estimated share of Common Expense.

- a) The budget prepared shall take into consideration the projected addition of Lots to this plan; necessity of setting up a reserve for repair and replacement of the Common Areas and other matters that could affect the Common Expenses of the Properties.
- b) Provided, however, the failure to prepare a budget shall not be a waiver or release of the obligation of each Owner to pay his pro-rata share of the Common Expenses.

Section 5. Review and Adjustment. In June of each year and more often as necessary, the Association shall review the budget and shall make adjustments to the Assessments for Common Expenses to the actual expenses incurred or projected for the balance of the calendar year and the amount of the individual assessment for the Common Expense, if necessary, shall be adjusted. Any amounts paid by an Owner in excess of his pro-rata share shall be credited against the next assessment due for Common Expense. It is initially believed that the services provided by the Association and the Common Expenses required will be of substantially equal benefit to the Unit Owners so that the costs will be prorated equally among the Units irrespective that there may be some variances in the size of the Units and the sales price of the Units. Provided, however, should it be determined that because of size, because of architectural style or construction that some Units generate more Common Expense than others, adjustments shall be made in the allocation of Common Expenses to fairly apportion this expense.

Section 6. Mandatory Requirement. The Association shall at all times budget and collect and each Owner shall be obligated to pay an amount necessary to keep and maintain the

Lorien Woods, a Planned Unit Development

Units and Common Areas in a good state of maintenance and repair, and as the same are necessary to create reserve for replacement for the facilities.

Section 7. Limitation on Disbursements. The Association shall not authorize any structural alterations, capital additions to, or capital improvements of the Common Area requiring an expenditure in excess of One Thousand Dollars (\$1,000.00) without, in each case, the prior approval as hereafter provided.

Section 8. Non-Use of Facilities. No Owner of a Unit or Lot may exempt himself from liability for his contribution toward the Common Expense by waiver of the use or enjoyment of any of the Common Area or by the abandonment of his Unit.

Section 9. Unimproved Parcels. With reference to the application of this Article. Parcels owned by Declarant that are not improved by a completed Unit shall not be assessed.

**ARTICLE XV. Other Assessments**

The assessment for the payment of common charges shall be such to provide the funds necessary for the normal expenses of the Association to carry out its responsibilities herein outlined. Under the following circumstances, the Association may adopt the following additional assessments:

Section 1. Special Assessment. In addition to the Assessments authorized to cover the Common Expense, the Association may levy in any year a Special Assessment, applicable to the year only, for the purpose of defraying any unexpected repair or replacement or for such other unexpected costs and which have not otherwise been provided for in full as part of the annual assessment, provide that any such assessment shall have the approval of fifty-one percent (51%) of the total number of votes held by Class A members and by the Class B member of the Association. Any Special Assessments levied by the Association pursuant to the provisions of this Section shall be fixed at an equal rate upon all Units. All monies received by the Association as a Special Assessment shall be held in trust by the Association for the benefit of the Owners, to be used only for the purpose of the Special Assessments, including any income derived from such funds. The Assessment may be billed in advance on a monthly, quarterly or annual basis.

Section 2. Capital Improvements. The Association may levy assessments for Capital Improvements (which term contemplates the construction of a new Capital Improvement to the Common Area or for the major repair, rehabilitation or replacement of an existing Capital Improvement on the Common Area), provided that any such assessment shall have the approval of sixty-six and two-thirds percent (66-2/3%) of the total number of votes held by the Class A members and the approval of the Declarant. Said members and Declarant shall also determine the time period that such Capital Improvement Assessment shall be applicable. Any Capital improvement Assessment levied by the Association pursuant to the provisions of this Section shall be fixed at an equal rate upon all Units. All monies received by the Association hereunder shall be held in trust by the Association for the benefit of the Owners to be used only for the Capital Improvement, including any income derived from such fund. The Assessment may be billed in advance on a monthly quarterly or annual basis.

Section 3. Individual Unit Assessments.

a) A special individual Unit and Lot assessment may be levied only if the Trustees find the same is necessary to any individual Unit in their opinion for public safety or in order to prevent damage or destruction of any other part of the Properties, and such assessments will be only for the reasonable expense of such repairs.

- b) A special individual Lot assessment may be levied to cover the cost of repairs, replacements and other remedial action resulting from the willful neglect or negligence of an Owner.

Section 4. Insurance Assessment. A special assessment against all Unit Owners may be levied in the event that the Association fails to maintain the insurance coverage required aforesaid and the cost thereof is advanced by a mortgagee of any Unit.

#### **ARTICLE XVI. Lien for Non-Payment**

Section 1. Certificate. The Association shall have a lien upon the estate or interest of any Owner in a Lot for the payment of the portion of the Common Expenses or other assessment chargeable against such Lot which remains unpaid for ten (10) days after the same has become due and payable and a certificate therefor or an affidavit thereabout has been filed with the Recorder of Montgomery County pursuant to authorization given by the Trustees of the Association.

- a) Such certificate or affidavit shall contain a description of the Lot, the name of the record owner thereof, and the amount of such unpaid portion of the Common Expense and other assessments and shall be subscribed by the President or other chief officer of the Association. Such lien may include late penalties and shall draw interest at the rate of ten percent (10%) per annum.

- b) Such a lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by final judgment or order of a Court in an action brought to discharge such lien.

Section 2. Priority. The lien provided for herein shall take priority over any lien or encumbrances subsequently arising or created, except liens for real estate taxes and assessments and liens of first mortgages which have been filed for record. Said lien may be foreclosed in the same manner as a mortgage on real property in an action on behalf of the Association by the President or other chief officer pursuant to authority given him by the Trustees. In any such foreclosure action, the Owner of the Lot affected, agrees to pay a reasonable rental for said Unit during the pendency of such action and the Owner agrees that the Plaintiff in such action is entitled to the appointment of a receiver to collect the same.

Section 3. Association as Purchaser. If approved by seventy-five percent (75%) of the voting power of the Association, the Association may be the purchaser of the Lot at the foreclosure sale.

Section 4. Discharge of Lien. Any Owner who believes that the portion of the Common Expenses or other assessments has been improperly charged against him or his Lot, may bring an action in the Court of Common Pleas of Montgomery County for the discharge of such lien. In any such action, if it is finally determined that such portion of the Common Expense or other assessment has been improperly charged to such Owner or his Lot, the Court may make such order as is just, which may provide for a discharge of record of all or part of such lien. The Association agrees to such an action and to the authority of the Court to make any such orders.

Section 5. Mortgagee. It is agreed that where the mortgagee of a first mortgage of record or other purchaser at a foreclosure acquires title to a Lot, such acquirer of title shall not be liable for the assessments of the Owner or Lot that accrued prior to the transfer of title. Such

Lorien Woods, a Planned Unit Development

unpaid expense if not collected from the previous Owner, will be deemed a Common Expense against all other Lots, including the Lot of the acquirer according to their percentage of responsibility for Common Expense.

**ARTICLE XVII. Mortgage Provisions**

Section 1. Benefit. The following provision are included herein for the benefit of the holders of first mortgages on any Lot which is subject to the provisions of this Declaration, in order to permit compliance with the requirements of First Mortgage Insurers or First Mortgage Acquirers as a condition to the purchase of loans on Living Units on the property. The covenants and provisions hereinafter set forth shall run in favor only of the first mortgage holders, and the provisions hereinafter set forth may be altered, amended, revised or rescinded by actions of the Board or Association, but only without such approval to the extent that such alterations, amendment, revision or rescission is necessary to comply with the requirements of such first mortgage holders.

Section 2. First Mortgage Provisions. It is provided as follows:

a) Unless at least sixty-six and two-thirds percent (66-2/3%) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Declarant) of the individual Units in the Property have given their prior written approval, the Association shall not be entitled to:

(i) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common area owned directly or indirectly, by such homeowners association for the benefit of the Units on the property (the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area by the Association shall not be deemed a transfer within the meaning of this clause);

(ii) change the method of determining the obligations assessments, dues or other charges which may be levied against a Unit Owner;

(iii) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Units, the exterior maintenance of Units, the maintenance of the Common Area, or common fences and driveways, or the upkeep of lawns and plantings in the property;

(iv) fail to maintain fire and extended coverage on the Units and insurable Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs); and

(v) use hazard insurance proceed for losses to any Unit or Common Area for other than the repair, replacement or reconstruction of such common property.

b) First mortgagees of Living Units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Units or Common Area, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.



Lorien Woods, a Planned Unit Development

c) A first mortgagee, upon request, is entitled to written notification from the Association of any default in the performance by the individual Unit borrower of any obligation under the Declaration constituent documents which is not cured within sixty (60) days.

d. Any agreement for professional management of this planned Unit development, or any other contract providing for services of the Declarant may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less notice.

**ARTICLE XVIII. Statutory Agent**

The person to receive service of process for the Association will be Charles F. Allbery, III, whose address is Suite 900, 137 N. Main Street, Dayton, Ohio 45402. The statutory agent for the Association may be changed by the affirmative action of the Board of Trustees of the Association. Such change shall be reflected by a change of statutory agent with the Secretary of State of Ohio on such forms prescribed for the subsequent appointment of statutory agents for non-profit Ohio corporations.

**ARTICLE XIX. Addition of Land**

Section 1. Properties. The Declarant may include the land described in Exhibit "A" in this plan of development.

Section 2. Other Land. Additional land beyond the Properties herein described may be added only with the consent of 51% of the voting interests of the Owners.

**ARTICLE XX. Amendment**

See Amendment 21 Section 1, page 45 of this document

Section 1. Amendment of Declaration. (A). Except as otherwise stated in any other Article of the Declaration and except as stated in any other Section of this Article, any provision of the Declaration may be amended at any regular or special meeting of the members of the Association. In order for the Amendment to pass, at least seventy-five percent (75%) of the total number of votes held by Class A members and, in addition, the votes held by the Class B member, if any, of the Association, must be cast in favor of the Amendment.

(B). Notwithstanding the foregoing, Declarant reserves the right to amend the Declaration at any time prior to the seventh (7th) anniversary from the date of recording of the Declaration for the purpose of adding property described in Exhibits "A" and "B" hereof. Such amendment may have the effect of changing percentages of interest in the common areas and facilities for each Unit's share of common surplus and expenses to reflect the appropriate allocation among the total number of Units after the additional Units are added, without the consent of any Unit Owner.

(C). The Amendment will be effective upon the recording, in the County Recorder's office at which the Declaration was recorded, of a copy of the Amendment together with an acknowledged statement from the Secretary of the Association stating:

(i) the date of the meeting at which the Amendment was adopted;

(ii) the percentage of the total number of votes held by Class A members cast in favor of the Amendment;

Lorien Woods, a Planned Unit Development

- (iii) the percentage of the total number of votes held by Class B members cast in favor of the Amendment (or a statement that there were no longer and Class B members);
- (iv) the fact that a true and accurate copy of the Amendment is attached to the statement; and
- (v) the fact that the person making the statement is the Secretary of the Association.

Section 2. Correction. Either the Association or the Declarant may, at any time and without the consent of the members of the Association, make amendments to the Declaration to correct errors in typing or errors in grammar or errors in arithmetic or errors on the plats of record. The Amendment will be effective upon the recording in the County Recorder's office, a copy of the Amendment.

Section 3. Rights Are Not Subject to Suspension. Any provision of the Declaration stating that certain rights and/or easements may not be suspended by the Association may be amended only upon the unanimous vote of every member of every class of the Association in favor the the Amendment.

Section 4. Declarant's Consent. Notwithstanding any other provision of this Declaration, no provision of this Declaration may be amended within ten (10) years after the date of this Declaration, unless the Declarant has consented in writing to the Amendment. The consent of the Declarant is in addition to the other requirements of this Article.

**ARTICLE XXI. Architectural Control**

Section 1. Appointment. The Trustees may appoint an Architectural Committee or upon their failure to so appoint, shall themselves act as such a committee. The committee shall have the responsibility of maintaining the scheme of architecture and development of the Properties as originally laid out and constructed.

Section 2. Approval. No changes, modifications, enlargements or additions may be made to the Units or Common Area beyond the improvements installed by the Declarant unless first approved by such Architectural Committee.

a) As otherwise provided herein, they shall review all such plans, specifications, nature, kind, shape, height, materials and location of the same to determine that they are in harmony with the existing structures and improvements to the Properties.

b) Provided, however, if said Committee shall have failed to approve or disapprove such alterations or additions within thirty (30) days after their submission, then approval will not be required and this article will be deemed to be complied with.

Section 3. Arbitration. The Trustees or Committee shall arbitrate any and all disputes that may arise from the terms and provisions of this Declaration.

**ARTICLE XXII. Miscellaneous**

Section 1. Duration. The covenants and conditions herein contained in this Declaration shall run with the land perpetually, subject to Amendment as provided in this Declaration.

Lorien Woods, a Planned Unit Development

Section 2. Enforcement. Any Owner or the Association may enforce these covenants and restrictions. Enforcement shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or to enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants; and the failure or forbearance by the Association or any Owner to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter. There shall be, and there is hereby created and declared to be a conclusive presumption that any violation or breach of any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or by recovery of damages. All charges incurred by the Association in enforcing these covenants and restrictions (including court costs and reasonable attorney fees) shall constitute a charge against the person or persons violating or attempting to violate the covenant or restriction, and such charge shall constitute a lien against the Lot or Property of such person or persons, subject to subordination to first mortgages as provided herein.

Section 3. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration, shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 4. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas or Community Facilities by any public or municipal agency, authority, or utility. It is understood that the Township of Miami has no obligation to accept and maintain the private streets.

Section 5. Association and Board Responsibility. In carrying out the provisions of this Declaration, and in the performance of all of the rights, duties and obligations covenants and conditions, hereunder, specifically including, but not limited to, the protection, maintenance and upkeep of Common Areas, the Association, its officers, Board members servants, and employees shall be required to exercise reasonable care only, and shall, in no way, be deemed absolutely liable, or deemed insurers.

Section 6. Severability. Invalidation of any of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

Section 7. Quit Claim Deeds and Correction Deeds. The Association may execute and make in respect to the Common Areas (common property) quit claim deeds and/or correction deeds in order to correct typing or surveying errors in legal descriptions or to reflect a Lot as actually laid out or to correct any other error by which the Association was granted real estate or an interest in real estate by mistake of any kind. Such conveyances by the Association shall also convey all right, title, and interest that each member of the Association has in the real estate conveyed, by reason of the Declaration and any amendment thereto. The Association may so act upon resolution of a majority of its Board, if any, and if the Board does not exist, then by agreement of the majority of the members of the Association. The executing and/or making of quit claim deed and/or correction deed shall not constitute and shall not be deemed to be the abandoning partitioning, subdividing, encumbering, selling or transferring of common property within the meaning of this Declaration.

Section 8. Personal Liability. Nothing in this Declaration, the Articles or the regulations of the Association, or any rules or regulation enacted pursuant to any of the aforesaid, shall impose personal liability upon any member of the Board of Trustees or any officer of the Association acting in his capacity as such, for the maintenance, repair or

Lorien Woods, a Planned Unit Development

replacement of any Living Unit or of any part of the Common Areas or give rise to a cause of action against any of them except for damages resulting from their own willful omissions or misconduct and each person who becomes an Owner or Member hereby releases and discharges all persons now or hereafter serving as an Officer or Trustee, or both, from any liability for injury or damages to such member or Owner or to such Member's or Owner's property and covenants not to initiate any legal proceeding against any such person or persons unless such said person is covered by insurance and in such event, the amount of recovery shall be limited to the amount of insurance.

**ARTICLE XXIII. Binding**

By the acceptance of a deed to a Lot or Common Area, the Grantee for himself, his heirs, administrators, executors, personal representatives, successors and assigns, whether or not it shall be so expressed in such deed, covenants and agrees to be bound by the terms and conditions of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the said Declarant, ZENGEL CONSTRUCTION CO., has hereunto subscribed its name this 19<sup>th</sup> day of October 2000.

In the presence of:

James M. Zengel  
Charles F. Allbery III

ZENGEL CONSTRUCTION CO.

By Karl L. Zengel  
Karl L. Zengel, President

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of October 2000 by Karl L. Zengel, President of ZENGEL CONSTRUCTION CO., an Ohio corporation, on behalf of said corporation.

SEAL

Charles F. Allbery III  
Notary Public

This instrument prepared by: Charles F. Allbery, III  
Attorney at Law  
137 N. Main Street  
Dayton, Ohio 45402

CHARLES F. ALLBERY III, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date.  
Section 147.03 O. R. C.

**LORIEN WOODS  
EXHIBIT "A"**

Description 11.655 Acre Tract

Situated in Section 8, Town 1, Range 6 M.R.S., Miami township, Montgomery County, Ohio, and being part of a 127.63 acre tract as conveyed to Zengel Construction Company by deed as recorded in Deed Book 1563, Page 61, being more particularly described as follows:

Beginning at the southwest corner of Vienna Estates, Section Two, as recorded in Plat Book 155, Page 52, said corner being on the south line of said Section 8;

Thence along the south line of said Section 8, being also the City of Miamisburg Corporation line, North 84° 03' 13" West for a distance of 716.00 feet;

Thence North 05° 56' 47" East a distance of 708.99 feet to the future centerline of Vienna Parkway;

Thence along the future centerline of Vienna Parkway the following two (2) courses:

1. South 84° 03' 13" East a distance of 666.59 feet;
2. On a curve to the right with a radius of 391.00 feet, interior angle of 08° 07' 01" an arc distance of 55.39 feet to the west end of Vienna Parkway as dedicated with said Vienna Estates, Section Two, the chord for said curve bearing South 79° 59' 42" East a distance of 55.35 feet;

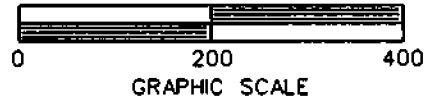
Thence along the west end of said Vienna Parkway dedication, South 14° 03' 48" West a distance of 41.00 feet to the northwest corner of Lot 32 in said Vienna Estates, Section Two;

Thence along the west plat line of said Vienna Estates, Section Two, South 05° 56' 47" West a distance of 664.47 feet to the point of beginning.

Containing 11.655 acres more or less, subject to all legal highways, easements and restrictions of record.

Description of Lorien Woods, Section One

Situate in the Township of Miami, County of Montgomery and State of Ohio and being Lots numbered One (1) through Eleven (11), inclusive, of Lorien Woods, Section One, as shown on the Record Plan recorded in Plat Book 177, Page 40, Records of Montgomery County, Ohio.



St. Henry Roman Catholic Church,  
Karl J. Alter, Archbishop of Cincinnati; as Trustee  
D.B. 2075, Pg. 331

Zengel Construction Company  
D.B. 1563, Pg. 61

R-391.00'  
I-08'07" OI  
A-55.39'  
Ch-S 79°59'42" E  
-55.35'

S84°03'13"E 666.59'

VIENNA PARKWAY

Zengel Construction Company  
D.B. 1563, Pg. 61

N05°56'47"E 708.99'

LORIEN WOODS  
SECTION TWO

11.655 Ac. Tract

Zengel Construction Company  
D.B. 1563, Pg. 61

LORIEN WOODS  
SECTION ONE

S05°56'47"W 664.47'

Vienna Estates  
Section 2  
P.B. 155, Pg. 52

Sect. 8, Town. 1, Range 6 MRS

Sect. 7, Town. 1, Range 6 MRS

N84°03'13"W 716.00'

P.O.B.

Section & Corp. Line  
Miami Township  
City of Mansburg

EXHIBIT "A"

Type: Deeds  
Kind: SPECIAL INSTRUMENT (DEED)  
Recorded: 12/23/2016 11:21:55 AM  
Fee Amt: \$68.00 Page 1 of 7  
Montgomery County, OH  
Willis E. Blackshear Recorder

NO TRANSFER  
11:16am DECEMBER 23, 2016  
KARL L. KEITH, COUNTY AUDITOR

File# 2016-00072396

**NINETEENTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
LORIEN WOODS SUBDIVISION**

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THIS NINETEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LORIEN WOODS SUBDIVISION, hereinafter referred to as "Nineteenth Amendment", is made on the date hereinafter set forth by the President and Secretary of Lorien Woods Owners Association, an Ohio not-for-profit corporation, hereinafter referred to as the "Association" on behalf of the "Consenting Members", as hereinafter set forth under the circumstances summarized in the following Recitals.

**RECITALS**

A. Lorien Woods is a single family residential community located in Miami Township, Montgomery County, Ohio which was created by the filing of a Declaration of Covenants, Conditions and Restrictions for Lorien Woods Subdivision dated October 29, 2000 which was subsequently amended. The recording information with the Montgomery County Recorder is set forth as follows and the term Declaration shall refer to the initial Declaration, as subsequently amended.

*QBR*

<u>Instrument</u>	<u>Recorder's Reference</u>
Declaration	2000-00115771
First Amendment	2001-00098403
Second Amendment	2002-00008017
Third Amendment	2002-00108561
Fourth Amendment	2003-00004168
Fifth Amendment	2003-00132729
Sixth Amendment	2004-00058672

*South West Box*

<u>Instrument</u>	<u>Recorder's Reference</u>
Seventh Amendment	2004-00142802
Eighth Amendment	2005-00087387
Ninth Amendment	2005-00113099
Tenth Amendment	2008-00015888
Eleventh Amendment	2008-00077377
Twelfth Amendment	2008-00116349
Thirteenth Amendment	2007-00080028
Fourteenth Amendment	2007-00079521
Fifteenth Amendment	2008-00005765
Sixteenth Amendment	2012-00080814
Seventeenth Amendment	2014-00028046
Eighteenth Amendment	2015-00034152

B. The property subject to the Declaration is described in Exhibits "A" and "B" attached hereto.

C. The Consenting Members consist, at a minimum, of seventy-five percent (75%) of the Class A members of the Association who have, at a special meeting of the Association, voted to amend the Declaration. There are no Class B members.

D. Attached hereto as Exhibit "C" is the Acknowledgement of the Secretary of the Association that the Consenting Members have approved this Nineteenth Amendment and the resolution adopted hereby.

**NOW, THEREFORE**, the Declaration is hereby amended as follows:

1. The Declaration is hereby amended by deleting the entire provisions of Article XIV, Section 3 and substituting therefor the following:

**Section 3. Unit Owner's Share of Common Expenses.** Each Owner of a Unit will pay an equal share of the Common Expenses. Such Common Expenses will include the cost for the exterior maintenance of the Units, the cost of insurance for the Units and Common Area, real estate taxes for the Common Area, the cost of maintaining the Common Area, administration of the Association, such services provided for by the Association and any management fees that are due under any management contract entered into by the Association, being all costs necessary to properly maintain the Units and the Common Area and the Association. In addition, the Owner may be required to pay an equal pro-rata share of the prepaid insurance coverage that relates to his Unit and to prepay not more than two (2) months of the Common Expense charges.




2. Unless herein specifically amended or modified all of the provisions of the Declaration shall remain in full force and effect.

EXECUTED on the date set forth in the acknowledgement of the signature below.

**LORIEN WOODS  
OWNERS ASSOCIATION**

By:   
Gary Sellars  
President


By:   
Jacquelyn Trigg  
Secretary

**STATE OF OHIO, COUNTY OF MONTGOMERY, SS:**

The foregoing instrument was acknowledged before me this 5TH day of DECEMBER, 2016 by Gary Sellars, President and Jacquelyn Trigg, Secretary of Lorien Woods Owners Association, an Ohio not-for-profit corporation, on behalf of such corporation.



ADAM C. ZENGEL, Notary Public  
In and for the State of Ohio  
My Commission Expires 6-16-20

  
Notary Public

**THIS INSTRUMENT PREPARED BY:**

**HANS H. SOLTAU**  
Attorney at Law  
6776 Loop Road  
Centerville, Ohio 45459

## **EXHIBIT "A"**

**Situate in the Township of Miami, County of Montgomery, State of Ohio and being:**

**Lots 1A, 1B, 1C, 1D, 3A, 3B and 3C of Lorian Woods, Section One-A, as recorded in Plat Book 182, Page 23 of the Plat Records of Montgomery County, Ohio.**

**Lots 9A, 9B and 9C of Lorian Woods, Section One-B, as recorded in Plat Book 184, Page 23 of the Plat Records of Montgomery County, Ohio.**

**Lots 10A, 10B, 10C and 10D of Lorian Woods, Section One-C, as recorded in Plat Book 187, Page 4 of the Plat Records of Montgomery County, Ohio.**

**Lots 2A, 2B, 2C and 2D of Lorian Woods, Section One-D, as recorded in Plat Book 188, Page 16 of the Plat Records of Montgomery County, Ohio.**

**Lots 8A, 8B and 8C of Lorian Woods, Section One-E, as recorded in Plat Book 191, Page 32 of the Plat Records of Montgomery County, Ohio.**

**Lots 6A, 6B and 6C of Lorian Woods, Section One-F, as recorded in Plat Book 194, Page 43 of the Plat Records of Montgomery County, Ohio.**

**Lots 4A, 4B, 4C and 4D of Lorian Woods, Section One-G, as recorded in Plat Book 198, Page 1 of the Plat Records of Montgomery County, Ohio.**

**Lots 5A, 5B, 5C and 5D of Lorian Woods, Section One-H, as recorded in Plat Book 200, Page 2 of the Plat Records of Montgomery County, Ohio.**

**Lots 7A, 7B, 7C and 7D of Lorian Woods, Section One-I, as recorded in Plat Book 201, Page 25 of the Plat Records of Montgomery County, Ohio.**

**Lot 11 of Lorian Woods, Section One, as recorded in Plat Book 179, Page 40 of the Plat Records of Montgomery County, Ohio.**

## **EXHIBIT "B"**

Situate in the Township of Miami, County of Montgomery, State of Ohio and being:

Lots 16A, 16B and 16C of Lorien Woods, Section Two-A, as recorded in Plat Book 202, Page 28 of the Plat Records of Montgomery County, Ohio.

Lots 14A, 14B and 14C of Lorien Woods, Section Two-B, as recorded in Plat Book 204, Page 18 of the Plat Records of Montgomery County, Ohio.

Lots 13A, 13B and 13C of Lorien Woods, Section Two-C, as recorded in Plat Book 205, Page 28 of the Plat Records of Montgomery County, Ohio.

Lots 19A, 19B and 19C of Lorien Woods, Section Two-D, as recorded in Plat Book 207, Page 27 of the Plat Records of Montgomery County, Ohio.

Lots 15A, 15B, 15C and 15D of Lorien Woods, Section Two-E, as recorded in Plat Book 208, Page 13 of the Plat Records of Montgomery County, Ohio.

Lots 12A, 12B and 12C of Lorien Woods, Section Two-F, as recorded in Plat Book 209, Page 24 of the Plat Records of Montgomery County, Ohio.

Lots 17A, 17B, 17C and 17D of Lorien Woods, Section Two-G, as recorded in Plat Book 220, Page 32 of the Plat Records of Montgomery County, Ohio.

Lots 18A, 18B, 18C and 18D of Lorien Woods, Section, Two-H, as recorded in Plat Book 223, Page 55 of the Plat Records of Montgomery County, Ohio.

Lots 20A, 20B, 20C and 20D of Lorien Woods, Section Two-I, as recorded in Plat Book 228, Page 16 of the Plat Records of Montgomery County, Ohio.

Lots 21 and 22 of Lorien Woods, Section Two, as recorded in Plat Book 201, Page 27 of the Plat Records of Montgomery County, Ohio.

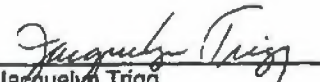
**EXHIBIT "C"**

**ACKNOWLEDGEMENT**

The undersigned, being the duly elected and acting Secretary of Lorien Woods Owners Association, hereinafter referred to as the "Association", hereby states:

1. That the date of the special meeting adopting an amendment to the Declaration deleting the language in the Declaration for a percentage of interest allocation in assessments and substituting a pro-rata equal allocation was held December 5, 2014. A copy of the resolution is attached hereby.
2. That the total votes approving such an amendment was forty (40) which exceeded seventy-five percent (75%) of the Class A members of the Association.
3. There are no longer any Class B members of the Association.

Dated: 12-5, 2016

  
Jacquelyn Trigg  
Secretary

## **RESOLUTION**

**BE IT RESOLVED** that by the consent of the Units Owners of Lots in Lorien Woods, the Declaration of Covenants, Conditions and Restrictions for Lorien Woods Subdivision be amended at Article XIV, Section 3, as follows:

**Section 3. Unit Owner's Share of Common Expenses.** Each Owner of a Unit will pay an equal share of the Common Expenses. Such Common Expenses will include the cost for the exterior maintenance of the Units, the cost of insurance for the Units and common Area, real estate taxes for the Common Area, the cost of maintaining the Common Area, administration of the Association, such services provided for by the Association and any management fees that are due under any management contract entered into by the Association, being all costs necessary to properly maintain the Units and the common Area and the Association. In addition, the Owner may be required to pay an equal pro-rata share of the prepaid insurance coverage that relates to his Unit and to prepay not more than two (2) months of the Common Expense charges.

Type: DEE  
Kind: SPECIAL INSTRUMENT (DEED)  
Recorded: 04/05/2019 10:19:24 AM  
Fee Amt: \$428.00 Page 1 of 52  
Montgomery County, OH  
Brandon C. McClain County Recorder  
File# 2019-00016802

NO TRANSFER  
09:55am APRIL 05, 2019  
KARL L. KEITH, COUNTY AUDITOR

**TWENTIETH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
LORIEN WOODS SUBDIVISION 52**

---

**THIS TWENTIETH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LORIEN WOODS SUBDIVISION**, hereinafter referred to as "Twentieth Amendment", is made on the date hereinafter set forth by the President and Secretary of Lorien Woods Owners Association, an Ohio not-for-profit corporation, hereinafter referred to as the "Association" on behalf of the "Consenting Members", as hereinafter set forth under the circumstances summarized in the following Recitals.

**RECITALS**

A. Lorien Woods is a single family residential community located in Miami Township, Montgomery County, Ohio which was created by the filing of a Declaration of Covenants, Conditions and Restrictions for Lorien Woods Subdivision dated October 29, 2000 which was subsequently amended. The recording information with the Montgomery County Recorder is set forth as follows and the term Declaration shall refer to the initial Declaration, as subsequently amended.

<u>Instrument</u>	<u>Recorder's Reference</u>
Declaration	2000-00115771
First Amendment	2001-00098403
Second Amendment	2002-00008017
Third Amendment	2002-00108561
Fourth Amendment	2003-00004168
Fifth Amendment	2003-00132729
Sixth Amendment	2004-00056672

<u>Instrument</u>	<u>Recorder's Reference</u>
Seventh Amendment	2004-00142602
Eighth Amendment	2005-00067367
Ninth Amendment	2005-00113099
Tenth Amendment	2006-00015888
Eleventh Amendment	2006-00077377
Twelfth Amendment	2006-00116349
Thirteenth Amendment	2007-00060026
Fourteenth Amendment	2007-00079521
Fifteenth Amendment	2008-00005765
Sixteenth Amendment	2012-00080614
Seventeenth Amendment	2014-00028046
Eighteenth Amendment	2015-00034152
Nineteenth Amendment	2016-00072396

B. The property subject to the Declaration is described in Exhibits "A" and "B" attached hereto.

C. The Consenting Members consist, at a minimum, of seventy-five percent (75%) of the Class A members of the Association who have, at a regular meeting of the Association, voted to amend the Declaration. There are no Class B members.

D. Attached hereto as Exhibit "C" is the Acknowledgement of the Secretary of the Association that the Consenting Members have approved this Twentieth Amendment and the resolution adopted hereby.

**NOW, THEREFORE,** the Declaration is hereby amended as follows:

1. The Declaration is hereby amended by deleting the entire provisions of Article VII1, Section 1 and substituting therefor the following:

Exterior Lot and Building Surfaces Maintenance. The maintenance, repair and replacement of the exterior Lot and Building surfaces and other exterior improvements shall be allocated between the Association and the Owner of a Unit as follows:

(a) The Association shall provide for normal exterior Unit maintenance including painting, repair, replacement and care for roofs, gutters, downspouts, garage doors. The Owner of a Unit is responsible for the interior garage door components, including spring, opener and railing.

(b) The maintenance, repair or replacement of the front entranceway door shall be the responsibility of the Association. However, the Owner of the Unit shall be responsible for door frames, weather stripping, hardware and any glass surfaces.

(c) Any exterior repair or replacement to be performed by the Owner of a Unit shall be subject to the prior approval of the Association which may adopt guidelines or other criteria setting forth standards for such repair or replacement.

The Declaration is hereby amended by deleting the entire provisions of Article VIII, Section 3 and substituting therefor the following:

All repairs, maintenance, and replacement to the Interior of the Unit shall be the sole responsibility of the Owner of the Unit. Owners shall be responsible for all maintenance, repair and replacement of all windows and glass surfaces, screens and patio doors including all frames, sashes caulking, hardware and jams for such windows and doors, all skylights and solar tubes. The Owner of a Unit shall be responsible for the maintenance, repair and replacement of the water heater and the heating and air conditioning facilities servicing such Unit.

3. The Declaration is hereby amended by adding to Article XII, Section 1 following:

The Association shall be administered pursuant to its By-Laws or Code of Regulations attached hereto as Exhibit "D".

4. Unless herein specifically amended or modified all of the provisions of the Declaration shall remain in full force and effect.

**EXECUTED** on the date set forth in the acknowledgement of the signatures below.

**LORIEN WOODS  
OWNERS ASSOCIATION**

A handwritten signature in black ink, appearing to read "D. W. Woods", is written over a horizontal line.

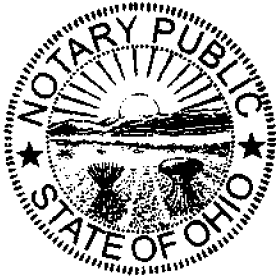
By: President



Michael J Madges  
By: Secretary

**STATE OF OHIO, COUNTY OF MONTGOMERY, SS:**

The foregoing instrument was acknowledged before me this 13 day of March, 2018 by Gary H Sellars, President and Michael J Madges, Secretary of Lorien Woods Owners Association, an Ohio not-for-profit corporation, on behalf of such corporation.



**SUMMER E. MURLIN**  
Notary Public  
State of Ohio  
Commission Expires 08/30/2022

Summer E Murlin  
Notary Public

**THIS INSTRUMENT PREPARED BY:**

**HANS H. SOLTAU**  
Attorney at Law  
6776 Loop Road  
Centerville, Ohio 45459

LABEL NBR: 1 Type: DEE  
Kind: SPECIAL INSTRUMENT (DEED)  
Recorded: 09/17/2023 at 10:54:14 AM  
Fee Amt: \$146.00 Page 1 of 16  
Montgomery County, OH  
Stacey Benson-Taylor Recorder  
File: 2023-00042181

### CERTIFICATION OF SECRETARY

On November 9, 2000, the Declaration of Covenants, Conditions and Restrictions for Lorien Woods Subdivision (the "Declaration") was recorded as instrument 00-757 D06 in the Montgomery County, Ohio, recorder's office;

The Lorien Woods Owners Association (the "Association") is the representative of the Unit Owners;

The attached amendments to the Declaration and the Code of Regulations were approved by at least 75 percent of the unit owners effective July 5, 2023;

The attached are true and accurate copies of the amendments;

I am the secretary of the Association.

Executed on the 9th day of August, 2023.

LORIEN WOODS OWNERS  
ASSOCIATION


By: Michael Madges  
Michael Madges, Secretary

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Box- Kevin

STATE OF OHIO :  
 :  
 : s.s.  
COUNTY OF MONTGOMERY :

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of August, 2023, by Michael Madges, secretary of the Lorien Woods Owners Association, an Ohio not-for-profit corporation, on behalf of the corporation.

  
TIMOTHY N. TYE  
ATTORNEY AT LAW  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Section 147.03 ORC

This instrument prepared by:  
Timothy N. Tye  
Attorney-at-Law  
5975 Kentshire Drive  
Dayton, Ohio 45440

**TWENTY-FIRST AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
LORIEN WOODS SUBDIVISION**

On November 9, 2000, the Declaration of Covenants, Conditions and Restrictions for Lorien Woods Subdivision (the "Declaration") was recorded as instrument 00-757 D06 in the Montgomery County, Ohio, recorder's office;

The Lorien Woods Owners Association (the "Association") is the representative of the Unit Owners;

The Declaration may be amended upon the affirmative vote of Unit Owners entitled to exercise at least 75 percent of the voting power of the Association;

Unit Owners entitled to exercise at least 75 percent of the voting power have authorized the following amendments to the Declaration (the "Amendments");

All Owners voting for the Amendments have granted a power of attorney to the Association's officers authorizing any of them to execute the Amendment;

The Declaration is hereby amended as follows:

1. Article VII, Section 2, is amended as follows:

Section 2. Leasing of Units.

(a) No Unit may be investor-owned. This includes any Unit purchased for investment or later converted by the Unit Owner to that purpose. Any Unit subject to a lease, as defined below, is conclusively deemed investor-owned.

(b) Except as excluded herein, a "lease" is any arrangement where a person other than the Unit Owner occupies the Unit as a permanent or temporary residence, whether or not consideration is paid to occupy the Unit. It is irrelevant what the agreement is called or whether it is oral or written. A lease, a license, an occupancy agreement, and an unrecorded land contract all constitute a lease under this provision.

(c) Notwithstanding the foregoing, the following do not constitute lease arrangements:

(i) occupation of a Unit by the Unit Owner's spouse, children (and their spouses), siblings (and their spouses), or parents (and their spouses).

(ii) occupation of a Unit by any person when the Unit Owner is still using the Unit as the Unit Owner's primary residence, as long as the occupancy complies with zoning and other laws.

(d) Entering into a lease arrangement in violation of this provision will constitute a breach of the Declaration, and the Association shall have all remedies provided in the Declaration and under Ohio law, including the right to pursue eviction proceedings against the tenants and to impose a special individual Lot assessment against the Unit Owner for all attorney's fees and other expenses incurred in enforcing this provision.

(e) Excluded from the effect of this Amendment is any leasing arrangement existing on the date this Amendment is approved. However, when such leasing arrangement ends, the Unit Owner is prohibited from entering into a subsequent leasing arrangement and is bound by this Amendment.

2. The following is added to Article VII, Section 3:

Except as to the planting of flowers in established beds, the provisions of this Section shall apply to the planting, removal, and replacement of landscaping, including, but not limited to, trees, shrubbery, decorative plants, whether natural or artificial, decorative stone and boulders, "yard art," and edging.

3. Article XX, Section 1 (A), shall be amended to require only a 60 percent majority to amend the Declaration.

4. The Code of Regulations is amended and restated and attached as Exhibit A.

The Association has caused this Amendment to be executed this 9th day of August, 2023.

LORIEN WOODS OWNERS  
ASSOCIATION

By: Gary Sellars  
Gary Sellars, President

STATE OF OHIO :  
 : s.s.  
COUNTY OF MONTGOMERY :

The foregoing instrument was acknowledged before me this 9th day of August, 2023, by Gary Sellars, president of the Lorien Woods Owners Association, an Ohio not-for-profit corporation, on behalf of the corporation.

  
\_\_\_\_\_  
NOTARY PUBLIC



TIMOTHY N. TYE  
ATTORNEY AT LAW  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Section 147.03 ORC

This instrument prepared by:  
Timothy N. Tye  
Attorney-at-Law  
5975 Kentshire Drive  
Dayton, Ohio 45440

**EXHIBIT A**

Adopted on July 5, 2023

**AMENDED AND RESTATED  
CODE OF REGULATIONS  
(BYLAWS)  
OF  
LORIEN WOODS OWNERS ASSOCIATION**

This document amends and restates in its entirety the Association's Code of Regulations dated April 4, 2000.

**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is Lorien Woods Owners Association (the "Association"). The principal office of the Association shall be at such place in Ohio as the Board of Directors from time to time determine. Meetings of members and the Board of Directors shall be held at such places within Ohio as designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS AND PRECEDENCE OF GOVERNING DOCUMENTS**

Section 1 The terms used have the same meanings in the Articles of Incorporation of the Association, this Code of Regulations, and the Protective Covenants. "Protective Covenants" means those terms, conditions, covenants, and restrictions in the record plan or in any separate recorded instrument, including the Declaration of Covenants, Conditions and Restrictions for Lorien Woods Subdivision recorded on November 9, 2000, in the Recorder's Office of Montgomery County, Ohio, at Deed No. 00-757 D06 of the Official Records. Lorien Woods is a Planned Community governed by Chapter 5312 of the Ohio Revised Code. The Protective Covenants, the Articles of Incorporation, and this Code of Regulations are collectively called the "Governing Documents." Consistent with current practice, the terms "Trustee" and "Common Area" used in earlier Governing Documents are replaced with "Director" and "Common Elements."

Section 2 The Articles of Incorporation shall control any conflict between the Articles and this Code; the Protective Covenants shall control any conflicts between the Protective Covenants and the Articles or this Code.

**ARTICLE III**  
**MEETING OF MEMBERS**

Section 1      Annual Meetings. Regular meetings of the members shall be held in the first calendar quarter of each year, on a date and at an hour established, from time to time, by the Directors.

Section 2      Special Meetings. Special meetings of the members may be called at any time by the president or by the Directors or upon written request of the members entitled to exercise one-fourth of the voting power of members.

Section 3      Notice of Meetings. Written notice of each meeting of members shall be given by, or at the direction of, the secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least fifteen days before such meeting, to each member entitled to vote, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. Upon the written request of the holder of any first mortgage lien on a Lot, mailed or delivered to the principal office of the Association, written notice of meetings of members shall be given to such lien holder, which may designate a representative to attend all such meetings.

Section 4      Quorum. The members holding a majority of the votes that may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting at any time without further notice. At any adjourned meeting at which a quorum shall be present, any business may be transacted that might have been transacted at the original meeting. Withdrawal of members from any meeting shall not cause the failure of a duly constituted quorum at that meeting.

Section 5      Proxies. At all meetings of members each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the meeting. Every proxy shall be revocable upon notice to the Board and shall automatically cease upon conveyance by the member of a Lot, or one year after execution, whichever occurs first.

Section 6      Voting Power. Except as otherwise provided in the Governing Documents, or by law, a majority of members voting (one vote per address) on any matter at a duly called and noticed meeting shall determine that matter. Any action that could be taken by members at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of members having a majority of the voting power, or such greater number as required by the Governing Documents or the law to take such action. The Association may solicit and receive votes by mail and email.



Section 7 Authorized Communications Equipment. All meetings may be held using authorized communications equipment, as defined by Ohio law.

**ARTICLE IV**  
**BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE**

Section 1 Number and Term. There shall be five Directors. Each Director shall serve a three-year term. The terms have previously been staggered so that not more than two Directors are elected annually. At each annual meeting, the members shall elect Directors to replace those Directors whose terms then expire. There are no term limits. Only members may serve as Directors.

Section 2 Resignation and Removal. Any Director may resign at any time by giving written notice to the President or to all Directors. Such resignation shall take effect on the date of receipt of such notice or at any later time specified. The acceptance of such resignation shall not be necessary to make it effective. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. If a Director dies, resigns, or is removed, that Director's successor shall be selected by the remaining Directors and shall serve for the remainder of the unexpired term of his or her predecessor.

Section 3 Compensation. Unless otherwise determined by the members at a meeting called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for expenses incurred in the performance of his or her duties.

Section 4 Action Taken Without Meeting. The Board of Directors may take any action absent a meeting that they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

**ARTICLE V**  
**NOMINATION AND ELECTION OF DIRECTORS**

Section 1 Nomination. Nominations for the election of Directors 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 Directors, and two or more members of the Association appointed by the Board of Directors. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall determine, but no fewer than the number of vacancies to be filled.

Section 2 Election. Election to the Board of Directors by the members shall be by secret written ballot (which means that, absent a court order, how individual members voted shall

not be disclosed to the membership.) At such elections, the members or their proxies may cast, for each vacancy, as many votes as they may exercise under the Articles and the Protective Covenants. The person or persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## **ARTICLE VI**

### **MEETINGS OF BOARD OF DIRECTORS**

Section 1     Regular Meetings. Regular meetings of the Board of Directors shall be held not less than twice-yearly, without notice, on such date and at such place and hour as fixed from time to time by resolution of the Board.

Section 2     Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Board of Directors, or by any two Directors, after not less than three days' notice to each Director.

Section 3     Quorum. A majority of Directors shall constitute a quorum for the transaction of business. Every act taken or decision made by a majority of the Directors present at a meeting at which a quorum is present shall constitute a binding act or decision of the Board.

Section 4.     Authorized Communications Equipment. All Board meetings may be held using authorized communications equipment, as defined by Ohio law.

## **ARTICLE VII**

### **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1     Powers. The Board of Directors shall exercise all powers and authority under the Governing Documents not specifically and exclusively reserved to the membership by law or by provisions thereof and, without limiting the generality of the foregoing, shall have the right, power, and authority to:

- (a) Take all actions deemed necessary or desirable to comply with all requirements of law;
- (b) Obtain insurance coverage no less than that required under the Governing Documents;
- (c) Enforce the Protective Covenants;

(d) Repair, maintain, and improve the common elements and perform other maintenance as provided in the Protective Covenants, including contracting for landscaping services to be performed for and paid by owners;

(e) Establish, enforce, levy, and collect assessments as provided for in the Protective Covenants;

(f) Adopt and publish rules and regulations governing the use of the Property and the personal conduct of the members and their guests thereon and such other matters it deems appropriate, including establishing penalties for violation of such rules and regulations and for violations of the Protective Covenants;

(g) Suspend the voting rights of a member during any period in which such member is 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 60 days for each infraction of published rules and regulations or of any provisions of the Governing Documents);

(h) Declare the office of a member of the Board of Directors to be vacant if such member is absent from three consecutive regular meetings of the Board of Directors;

(i) Authorize the officers to enter into one or more management agreements with third parties to facilitate the efficient operation of the Property. It shall be the primary purpose of such management agreements to provide for administration, management, repair, and maintenance as provided in the Protective Covenants and the receipt and disbursement of funds as authorized by the Board of Directors. The terms of any management agreements shall be as determined by the Board of Directors to be in the best interest of the Association, subject to the Governing Documents;

(j) Employ as the Directors consider necessary any manager, attorney, accountant, contractor, employee, or agent;

(k) Do all things and take all actions permitted to be taken by the Governing Documents and by law, not specifically reserved to others;

Section 2     Duties. It shall be the duty of the Board of Directors 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 members representing one-fourth or more of the voting power of members;

- (b) Select, supervise, and remove all member appointees, agents, and employees of the Association and see that their duties are properly performed;
- (c) As more fully provided in the Protective Covenants, to:
  - (i) Fix the amount of assessments against each Lot;
  - (ii) Give timely written notice of each assessments to every Owner subject thereto; and
  - (iii) Foreclose the lien against any property for which assessments are not paid or bring an action at law against the Owner personally obligated to pay them, or both;
- (d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for issuing these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association, as provided in the Protective Covenants;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded;
- (g) Cause the property subject to the Association's scope of authority to be maintained as provided in the Protective Covenants;
- (h) Cause the Protective Covenants to be enforced; and
- (i) Take all other actions required to comply with the law and the Governing Documents.

**ARTICLE VIII**  
**OFFICERS AND THEIR DUTIES**

Section 1     Enumeration of Offices.     The officers of this Association shall be a president, a vice-president, a secretary, and a treasurer. Officers must be Directors.

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

Section 3      Special Appointments. The Directors may appoint such other members 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 Directors may, from time to time, determine.

Section 4      Duties. The duties of the officers shall be such duties as the Board of Directors may from time to time determine. Unless the Board of Directors otherwise determines, the duties of the officers shall be:

(a)      President. The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Directors are carried out, shall sign all leases, mortgages, deeds, and other written instruments, and shall approve all checks and promissory notes.

(b)      Vice-President. The vice-president shall act in place of the president if the president is absent, cannot act, or refuses to act, and shall exercise and discharge such other duties as required by the Directors.

(c)      Secretary. The secretary shall record the votes and keep the minutes and proceedings of the Directors and of the members, serve notice of meetings of the Directors and of the members, keep current records showing the members of the Association and their addresses, and shall perform such other duties as required by the Directors.

(d)      Treasurer. Unless handled by the property manager, the treasurer shall receive and deposit in bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Directors, shall sign all checks and promissory notes of the Association, keep proper books of account, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its annual meeting, and deliver or mail a copy to each member. Any holder of a first mortgage lien that so requests in a writing mailed or delivered to the Association at its principal office, shall be sent, by the treasurer, within 90 days following the end of the Association's fiscal year, a financial statement of the Association.

## **ARTICLE IX** **INSURANCE**

The Association shall obtain and maintain not less than the insurance coverages required by Ohio Revised Code Section 5312.06 (B), as amended.

**ARTICLE X**  
**INDEMNIFICATION**

The Association shall indemnify any present or former volunteer of the Association, including Directors, officers, and any present or former employees or agents of the Association, to the fullest extent possible against expenses, including attorneys' fees, judgments, fines, settlements, and reasonable expenses, actually incurred by such person relating to his or her conduct as a Director, officer, volunteer, employee, or agent of the Association, except that the mandatory indemnification required by this sentence shall not apply: (a) to a breach of the duty of loyalty to the Association; (b) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law; (c) for a transaction from which such person derived an improper personal benefit; or (d) against judgments, penalties, fines, and settlements arising from any proceeding by or in the right of the Association, or against expenses in any such case, where such person is adjudged liable to the Association.

Service on the Board of Directors of the Association, or as an officer, volunteer, employee, or agent thereof, is deemed by the Association to have been undertaken and carried on in reliance by such persons on the full exercise by the Association of all powers of indemnification granted to it under this Article and the Ohio Nonprofit Corporation Act, as amended from time to time. The Association shall exercise all of its powers whenever, as often as necessary, and to the fullest extent possible, to indemnify such persons. Such indemnification shall be limited or denied only when and to the extent provided above unless the Ohio Nonprofit Corporation Act or other applicable legal principles limit or deny the Association's authority to so act. This Article and the indemnification provisions of the Ohio Nonprofit Corporation Act (to the extent not otherwise governed by controlling precedent) shall be construed liberally in favor of the indemnification of such persons.

**ARTICLE XI**  
**BOOKS AND RECORDS**

The books, records, and papers of the Association shall during normal business hours be subject to inspection by any member and by the representative of any holder of a first mortgage lien on a Lot. The Governing Documents and management agreements shall be available for inspection by any member or any such lienholder's representative at the principal office of the Association, where copies may be purchased at reasonable cost. The books and records of the Association shall include capital accounts showing assessments for capital improvements and contributions to capital regarding the Lot for which the contribution is made.

**ARTICLE XII**  
**AMENDMENTS**

This Code of Regulations may be amended at a regular or special meeting of the members by sixty percent of members exercising the voting power of members, and if material to the rights of a mortgagee, the approval of all holders of first mortgage liens on Lots.

**ARTICLE XIII**  
**MISCELLANEOUS**

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

**ARTICLE XIV**  
**ORDER OF BUSINESS**

The order of business at all meetings of members and Directors shall be: (1) call the meeting to order; (2) designate the chair person and secretary of the meeting; (3) proof of notice of meeting or waiver of notice; (4) roll call and submission of process to the secretary; (5) approval of minutes of previous meeting; (6) reports of officers and committees; (7) election of directors if the meeting is for this purpose; (8) unfinished business; (9) new business; and (10) adjournment.

I certify that this Amended and Restated Code of Regulations was adopted by the members on July 5, 2023.

  
\_\_\_\_\_  
Michael Madges, Secretary

## EXHIBIT A

Situate in the Township of Miami, County of Montgomery, State of Ohio and being:

Lots 1A, 1B, 1C, 1D, 3A, 3B and 3C of Lorien Woods, Section One-A, as recorded in Plat Book 182, Page 23 of the Plat Records of Montgomery County, Ohio.

Lots 9A, 9B and 9C of Lorien Woods, Section One-B, as recorded in Plat Book 184, Page 23 of the Plat Records of Montgomery County, Ohio.

Lots 10A, 10B, 10C and 10D of Lorien Woods, Section One-C, as recorded in Plat Book 187, Page 4 of the Plat Records of Montgomery County, Ohio.

Lots 2A, 2B, 2C and 2D of Lorien Woods, Section One-D, as recorded in Plat Book 188, Page 16 of the Plat Records of Montgomery County, Ohio.

Lots 8A, 8B and 8C of Lorien Woods, Section One-E, as recorded in Plat Book 191, Page 32 of the Plat Records of Montgomery County, Ohio.

Lots 6A, 6B and 6C of Lorien Woods, Section One-F, as recorded in Plat Book 194, Page 43 of the Plat Records of Montgomery County, Ohio.

Lots 4A, 4B, 4C and 4D of Lorien Woods, Section One-G, as recorded in Plat Book 198, Page 1 of the Plat Records of Montgomery County, Ohio.

Lots 5A, 5B, 5C and 5D of Lorien Woods, Section One-H, as recorded in Plat Book 200, Page 2 of the Plat Records of Montgomery County, Ohio.

Lots 7A, 7B, 7C and 7D of Lorien Woods, Section One-I, as recorded in Plat Book 201, Page 25 of the Plat Records of Montgomery County, Ohio.

Lot 11 of Lorien Woods, Section One, as recorded in Plat Book 179, Page 40 of the Plat Records of Montgomery County, Ohio.

Lots 16A, 16B and 16C of Lorien Woods, Section Two-A, as recorded in Plat Book 202, Page 28 of the Plat Records of Montgomery County, Ohio.

Lots 14A, 14B and 14C of Lorien Woods, Section Two-B, as recorded in Plat Book 204, Page 16 of the Plat Records of Montgomery County, Ohio.

Lots 13A, 13B and 13C of Lorien Woods, Section Two-C, as recorded in Plat Book 205, Page 26 of the Plat Records of Montgomery County, Ohio.



Lots 19A, 19B and 19C of Lorien Woods, Section Two-D, as recorded in Plat Book 207, Page 27 of the Plat Records of Montgomery County, Ohio.

Lots 15A, 15B, 15C and 15D of Lorien Woods, Section Two-E, as recorded in Plat Book 208, Page 13 of the Plat Records of Montgomery County, Ohio.

Lots 12A, 12B and 12C of Lorien Woods, Section Two-F, as recorded in Plat Book 209, Page 24 of the Plat Records of Montgomery County, Ohio.

Lots 17A, 17B, 17C and 17D of Lorien Woods, Section Two-G, as recorded in Plat Book 220, Page 32 of the Plat Records of Montgomery County, Ohio.

Lots 18A, 18B, 18C and 18D of Lorien Woods, Section, Two-H, as recorded in Plat Book 223, Page 55 of the Plat Records of Montgomery County, Ohio.

Lots 20A, 20B, 20C and 20D of Lorien Woods, Section Two-I, as recorded in Plat Book 226, Page 16 of the Plat Records of Montgomery County, Ohio.

Lots 21 and 22 of Lorien Woods, Section Two, as recorded in Plat Book 201, Page 27 of the Plat Records of Montgomery County, Ohio.