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Allen County V: 2016 P: 12920

TRANSFER NOT NECESSARY

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Rhonda Eddy, Allen County Auditor
NO FEE _____

DECLARATION OF RIGHTS AND RESTRICTIONS

As to PARKVIEW OF BLUFFTON, PHASE I, a subdivision in the
Village of Bluffton, Allen County, Ohio

This DECLARATION OF RIGHTS AND RESTRICTIONS (the "Declaration") is made and adopted as of this 25th day of November, 2016 by THREE S DEVELOPMENT GROUP, LLC, an Ohio limited liability company ("Developer"), with offices at 95 Riley Creek Court, Bluffton, Ohio 45817.

WHEREAS, Developer is the owner in fee simple of all of the property constituting Parkview of Bluffton, Phase I, a Subdivision in the Village of Bluffton, Allen County, Ohio as per plat thereof recorded at Volume 2016, Page 12919 of the Allen County, Ohio Record of Plats (Parkview of Bluffton);

WHEREAS, the property constituting Parkview of Bluffton, Phase I is described on Exhibit A attached hereto and incorporated herein (the "Property");

WHEREAS, lots numbers 1-4; 25-49; 100-106 inclusive and all of the common areas shown on Parkview of Bluffton, Phase I shall be hereinafter referred to as "lots";

WHEREAS, lots 1-4; 25-49 inclusive, in Parkview of Bluffton, Phase I shall be hereinafter referred to as "residential lots";

WHEREAS, lots 100-106 inclusive, in Parkview of Bluffton, Phase I shall be hereinafter referred to as "bay home lots";

WHEREAS, Developer desires to establish a general plan for the development, improvement and use of the Property as an architecturally harmonious, first-class, high quality residential subdivision, and to establish restrictions upon the manner of use, improvement and enjoyment of the Property which will make the lots more attractive for residential purposes and will protect present and future owners of the lots in their use and enjoyment thereof for residential purposes;

NOW, THEREFORE, Developer, in consideration of the enhancement in value of the Property by reason of the adoption of this Declaration, does for itself and its successors and assigns, hereby declare, covenant and stipulate that the lots in the Property shall be, and shall hereafter be conveyed by it, its successors and assigns, subject to the following rights and restrictions:

ARTICLE I
USE OF LAND

1.1 **Purpose of Occupancy** All dwellings on any residential or bay home lots shall be used and occupied for private residence purposes by a single family and such family's companions. No residential or bay home lot shall be used for any purpose not presently permitted under the provisions of any applicable zoning, building or other governmental ordinances, codes and regulations (the "Codes").

1.2 **Structures** No structure on any residential or bay home lot shall be erected, placed or maintained on any lot other than one single-family residence dwelling (a) containing not less than 1,400 total square feet (exclusive of porches, decks, basement and garage) in the case of a single story structure, or (b) containing not less than 1,250 square feet on the main floor (exclusive of porches, decks, basement and garage) of a story and a half structure, or (c) not less than 1,000 square feet on the first floor level and not less than 1,800 total square feet (exclusive of porches, decks, basement and garage) in the case of a two story structure. No structure shall exceed 3,000 square feet (exclusive of porches, decks, basement and garage) unless specific approval is given by the Architectural Control Committee. Each residence dwelling shall include a private garage of not less than two (2) nor more than three (3) car capacity. All construction of any kind shall be of new materials.

1.3 **Contiguous Lots** Nothing contained in this Declaration shall prevent the use of a parcel of land composed of more than a single residential lot for one (1) single-family residence dwelling; however, not more than two residential lots may be used for placement of a single-family residence dwelling without written permission from the Architectural Control Committee.

1.4 **Use for Business** No detached structure of any portion of a residential or bay home lot shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive or unreasonable disturbing activity shall be conducted upon any part of the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance or which may endanger the health of owners of residential or bay home lots in the subdivision. No business shall be conducted in a residential structure which results in any unreasonable activity or significant increase in regular vehicular traffic.

1.5 **Wells** No well for gas, oil or any other substance shall at any time be erected, placed or maintained on any lot. Water wells for irrigation may be installed but must be in landscape area.

1.6 **Temporary Structures** No trailer, basement, tent, shack, garage, barn, mobile home or other temporary shelter or housing device shall be maintained or used as a residence dwelling, temporarily or permanently at the Property. No manufactured home or prefabricated structure of any kind shall be erected or placed on any lot. No residence dwelling shall be used or occupied as a residence until the exterior thereof has been completed in accordance with the Plans approved therefor as provided under Article II hereof.

1.7 **Stored Vehicles** No truck, boat, bus, tent, mobile home, trailer, car, camper or other similar vehicle or housing device shall be stored at any time on a residential or bay home lot unless housed within a garage building. No vehicle over one ton (1) GVWR is to be parked in the subdivision with the exception of delivery, landscape or repair vehicles after construction of the residence has been completed.

1.8 **Temporary Storage of Vehicles** RV's, boats, trailers may be temporarily parked for not more than two (2) consecutive days per week.

1.9 **General Conditions** No residential or bay home lot shall be used for the storage of automobiles (other than vehicles for the personal use of owners of the lots), trailers, scrap, scrap iron, water, paper, glass or any reclamation products or material; provided, however, that during the period a structure is being erected upon any lot, building materials to be used in the construction of such structure may be stored thereon, subject to the condition that any building material not incorporated in said structure within ninety (90) days after its delivery to such lot shall be removed therefrom. All structures must be completed by a lot owner within one (1) year after the date of the beginning of the construction thereof. No sod, dirt or stone, other than that incidental to construction of approved structures, shall be removed from any lot without the prior written approval of the Developer, its successors and assigns.

1.10 **Animals** Any household pets at the Property shall be maintained within residence dwellings. Dogs and cats shall be permitted outside residential dwellings only if leashed or an invisible fence has been installed. No animals can be kept for breeding purposes or maintained for any commercial purpose. No animal, livestock or poultry shall be kept or maintained on the Property.

1.11 **Garbage and Trash** All rubbish, garbage and debris (combustible and non-combustible) shall be stored in containers entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris and leaves may from time to time be established by the Developer, its successors and assigns, or the Association/Bay Home Association (as hereinafter defined).

1.12 **Construction Period** During the period of construction on a lot, the lot owner shall maintain a clean building site, free from debris. Said lot owner must keep the street free from dirt and mud which may, at any time, erode, wash from, be tracked, transported, or driven from, or otherwise be transported from said owner's lot. No dirt or construction

debris may be placed on adjacent or vacant lots. In the event the Developer determines that a construction site (including debris that may have been deposited on adjacent lots) requires clean up, the Developer shall notify the lot owner. The lot owner shall immediately clean up the site. In the event the debris or dirt is not removed, the Developer has the right to clean said debris and the cost of such clean up shall be paid by the lot owner to the Developer. No storage of any of the above shall be permitted on the streets.

1.13 **Signs** No signs of any character other than signs of not more than 5 square feet in the aggregate (on all sides) advertising the sale of the residential or bay home lot on which such sign is located shall be erected, placed, posted or otherwise displayed on or about any residential or bay home lot, including during the construction of the residence, without the prior written permission of the Developer, its successors and assigns, or the Association/Bay Home Association; and the Developer, its successors and assigns, or the Association/Bay Home Association, shall have the right and discretion to prohibit, restrict and control the size, construction, material, wording, location and height of all such signs.

1.14 **Utilities** All utilities and services at Parkview of Bluffton, Phase I shall be underground.

1.15 **Structures and Setback Lines** All structures and setback lines must be according to the subdivision plans.

1.16 **Setback Lines** No portion of any residential or bay home lot shall be nearer to any street than the building line(s), building setback line(s) or building area(s) shown on Parkview of Bluffton, Phase I plans and it shall not be used for any purpose other than that of a lawn; provided, however, this covenant shall not be construed to prevent the use of such portions of said lots for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, yard light, hedges which shall first have been approved as provided under Article II hereof for the purpose of beautifying said lots.

Streets, drives, curbs and walks shall be constructed or altered only in accordance with the subdivision specifications approved by Village of Bluffton concerning the Property known as Parkview of Bluffton, Phase I. All drives and parking areas shall be in concrete. Any residential or bay home lot that has a sidewalk between the street and the residence, the sidewalk must be installed at the same time the driveway is installed at the lot owner's expense. Installation of the sidewalk must be in accordance with the subdivision specifications. If a residential or bay home lot owner fails to construct said sidewalk in accordance with the requirements of this paragraph 1.16, the Architectural Control Committee or the Developer shall have the right, without notice to the lot owner, to enter upon said lot and cause a sidewalk to be constructed thereon. In such case, the cost of construction plus twenty percent (20%) shall be payable upon demand to the Architectural Control Committee or the Developer (as the case may be).

1.17 **Burning** The burning of trash or lawn waste shall be prohibited. Outside fire pits/fireplace must be approved by Architectural Control Committee. (Wood storage must be kept out of site).

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1.18 **Antenna** Satellite dishes or similar receiving or transmitting devices measuring not more than 24 inches in diameter shall be permitted if attached to the residence dwelling so as to blend with said dwelling. Radio or antenna towers are prohibited.

1.19 **Pools** No above ground swimming pool shall be permitted on any residential or bay home lot unless the swimming pool has a total water surface of less than eighty (80) square feet and a depth of less than two (2) feet.

1.20 **Firearms** No firearms of any type shall be discharged on the Property or on any lot at the Property. No target practice of any type is permitted.

1.21 **Basketball Backboards** No basketball backboard shall be attached to any residence dwelling or garage.

1.22 **Fences** Fences must be approved by the Architectural Control Committee.

1.23 **Playground Items** Playground/swing sets must be approved by the Architectural Control Committee. All playground/swing sets must be maintained. No metal playground sets are permitted.

1.24 **Gardens** Vegetable gardens must be approved by the Architectural Control Committee. No flower gardens other than those in approved landscaping design are permitted.

1.25 **Detached Buildings** If the residential or bay home lot allows for a detached building, it must comply with all aspects of Article II of this Declaration and be approved by the Architectural Control Committee.

1.26 **Street Parking** Street parking shall be according to the Village of Bluffton codes.

1.27 **Clothes Lines** Outside clothes lines are prohibited in any area of the subdivision.

1.28 **Lawn Maintenance** All lots in Parkview of Bluffton, Phase I whether they contain a residence dwelling or not must be kept maintained in a fashion not to interfere with the value or enjoyment of neighboring lots. The Association and Bay Home Association will develop detailed measures to set standards for the maintenance expected in Parkview of Bluffton, Phase I.

ARTICLE II ARCHITECTURAL CONTROL

2.1 **Architectural Control Committee** Prior to the Developer assigning to the Association its rights under this Section 2.1, the Developer shall appoint all members of the

Architectural Control Committee. The Architectural Control Committee for Parkview of Bluffton, Phase I shall be comprised of three (3) members. After the Developer assigns to the Association its rights under this Section 2.1, only members of the Association may serve on the Architectural Control Committee. Members of the Architectural Control Committee shall serve a term of three years and shall not serve more than two (2) such terms consecutively. Upon the occurrence of a vacancy on the Architectural Control Committee, the remaining members may appoint a person to serve out the unexpired term.

2.2 Submission of Plans Detailed drawings, plans and specifications (the "Plans") for structures and other improvements (including but not limited to structures, basements, swimming pools, landscape walls, driveways, sidewalks, hedges, landscaping and other enclosures) must be submitted to the Architectural Control Committee for examination and written approval before any erection or improvement shall be made upon any residential or bay home lot and before additions, changes or alterations may be made to any structure or other improvement then situated on a residential or bay home lot. The Plans shall show the size, location, type, architectural design, quality, cost, use, materials and exterior color scheme for the proposed structure or improvement. The Plans must also show the site plan, grading plan and finished grade elevation for the residence.

Any plans for construction involving a residential building must be prepared by a competent architect or draftsman. Two (2) copies of the Plans must be furnished to the Architectural Control Committee so that the Committee may retain a true copy thereof for its records. The Architectural Control Committee shall approve, reject or approve with modifications all Plans within thirty (30) days after their submission. The failure of the Architectural Control Committee to so respond within such time period shall be deemed to be approval of the submission.

A landscape plan must be included for the residential lots. Ordinarily the landscape budget for installation of plant material should be a minimum of approximately 5% of the total construction costs. Landscape walls shall be built from stone, brick, masonry or plantings and must be approved by the Architectural Control Committee. All trees must be approved by the Architectural Control Committee.

Landscaping related to the original landscaping plan must be installed no later than 180 days following occupancy or completion of the construction of any building.

Except for fences existing at the time of the execution of this deed along perimeter boundary lines of the Property which divide the Property from other real property, no chain line or wire fencing shall be constructed.

The Developer must approve the choice of builder for each lot.

2.3 Authority of the Architectural Control Committee Any determination made by the Architectural Control Committee, in good faith, shall be binding on all parties in interest.

2.4 **Determination of Grades** The Architectural Control Committee shall have the sole and exclusive right to establish grades, slopes and elevations of all lots and to fix the grade and elevation at which any structure or residence of dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of the Property. The grades, slopes and elevations of all lots shall be established on the Plans submitted to and approved by the Architectural Control Committee. No alterations to the grades, slopes and elevations established by the Plans shall be made in any manner which would cause a change in the flow of water to the rear or side yard catch basins on any lot.

2.5 **Downspouts** Downspouts, sump pumps, footer tiles and drainage pipes must discharge into a storm sewer lateral.

2.6 **Exterior Finish** The exterior finish facing the street(s) side of all residence dwellings shall be brick, stone, wood or wood products, or such other finish as may be approved by the Architectural Control Committee, including concrete based materials or stucco and must return on the sides of the residence dwelling for a minimum of two feet (2'). All residence dwellings, including the garages, (but not necessarily porches) shall have roofs with pitches of not less than six inches (6") of rise per one foot (1'). All roof shingles must be "dimensional" asphalt shingles. Metal accents are allowed. (White roofs are prohibited). No aluminum siding is allowed.

Exterior colors must be approved by the Architectural Control Committee prior to applying exterior materials.

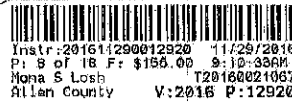
2.7 **Mailbox/House Numbers** Developer will install cluster mailboxes. The Association and Bay Home Association will be responsible for maintenance. Cost for the mailboxes will be assessed per lot in the purchase agreement.

2.8 **Yard Light** The lighting design must be approved by the Architectural Control Committee.

2.9 **Application fee** The Architectural Control Committee at its option may require payment of an application fee of \$100 for the re-submission of Plans which is necessary due to substantial deviation from the guidelines provided by Developer and this Declaration in the first submission. The fee will be applied by the Architectural Control Committee toward the costs associated with its review of such Plans.

ARTICLE III COMMON AREA

3.1 Each member of the Association (hereinafter defined in Article IV) in common with all other members of the Association as owners of residential and bay home lots, shall have



the right to use the Common Areas at the Property. All members shall use the Common Areas in such manner as will not restrict, interfere with or impede the use thereof by other members of the Association.

3.2 The Developer has constructed ponds on certain portions of Parkview of Bluffton, Phase I ("Ponds"). No owner, or guest, of any lot shall permit any discharge or erosion of soil, dirt, chemical, sediment or other materials from such owner's lot into the Ponds. In addition, under no circumstances shall the owner of any lot have the right to diminish, control or affect the level, volume or amount of water in the Ponds by means of irrigation or otherwise. No swimming, wading, snorkeling, scuba diving, floating, fishing or ice skating is permitted on the Ponds. No throwing of the aggregate from around the banks of the Ponds into the water. No removal of the aggregate from the banks of the Ponds is permitted.

3.3 All residential and bay home lot owners are responsible for cleaning up their trash and cleaning up after their pets in the Common Areas.

3.4 No motorized vehicles or recreational vehicles shall be permitted in the Common Areas, which includes sidewalks/walk paths. No waste, rubbish, debris and other unsightly materials shall be permitted in the Common Areas. There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas.

ARTICLE IV PARKVIEW OF BLUFFTON HOMEOWNERS ASSOCIATION

4.1 There is hereby created by the Developer, who owns all of the lots at the present time, the Parkview of Bluffton Homeowners Association (the "Association"). The members of the Association shall be the owners, from time to time, executors, administrators, personal representatives, successors and assigns, and any other parties who may then be members of the Association, shall be permitted, at any time to convey and assign all of their rights and duties hereunder to an Ohio non-profit corporation which shall thereafter act and function as the Association, and whose membership shall similarly be the owners of all the residential lots on the Property rights.

4.2 Following the Developer's assignment to the Association of the rights, privileges and powers reserved to the Developer in this Declaration, the Association shall have the following powers and rights:

- a) If the Association is organized and operating as an Ohio non-profit corporation, to perform all such acts and functions as are generally authorized by law to be performed by such corporation.
- b) Subject to the provisions of this Declaration, as well as other rules and regulations of general application, to govern the use, maintenance, cleaning, repair, replacement, insurance and upkeep of (i) the Common Areas (as herein defined) (ii) any easement



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- areas created or reserved in this Declaration or on the recorded plat; and (iii) any other improvements, facilities, equipment and amenities maintained by the Association and located in the Common Areas or within the public right(s) of way at the Property;
- c) To appoint the members of the Architectural Control Committee, in accordance with Section 2.1 hereof;
 - d) To promote and seek to maintain the attractiveness, value and character of the residential lots through enforcement of the terms, conditions, provisions and restrictions set forth in this Declaration, in any rules and regulations which the Association may promulgate pursuant hereto, or in any subsequent declaration(s) of or for Parkview of Bluffton, Phase I.
 - e) To promote and seek to maintain high standards of community and neighborhood fellowship, and to provide a vehicle for voluntary social and neighborhood activities, in Parkview of Bluffton, Phase I;
 - f) To collect and dispose of funds and assessments as provided in Article VII hereof, and as may be provided in any subsequent declaration(s) of Parkview of Bluffton, Phase I;
 - g) To acquire title from the Developer to any Common Area(s) which may be designated for the common use and enjoyment of residential and bay home lot owners in the recorded plat of Parkview of Bluffton, Phase I;
 - h) To insure, manage, maintain, improve, clean, replace and repair the Common Areas and all improvements, facilities, equipment and/or amenities located thereon;
 - i) To maintain, repair, manage, insure, improve, clean and replace any landscaping, signage, lighting or other amenities intended for the common use and enjoyment of the residential lot owners and located within the boulevard islands, if any, the cul-de-sacs, if any, or any other portions of the public right(s) of way at the Property.
 - j) To maintain repair, manage, insure, improve, clean and replace the bikeways/walkways, if any, intended for the common use and enjoyment of the lot owners and located within the public right(s) of way at the Property;
 - k) To purchase and maintain fire, casualty and liability insurance to protect the Association and its officers, trustees, managers and/or members from liability incident to the ownership, use, maintenance, repair, management, replacement and cleaning activities of the Association referred to in this paragraph 4.2; to pay all real estate, personal property and other taxes levied against the Association or any of the Common Areas; to discharge any lien or encumbrance for taxes or otherwise against the Association or its assets; and to establish reserves to pay the estimated further costs of any of the items set forth in this paragraph; and
 - l) To carry out all other purposes for which it was organized; to exercise all rights which it may be granted or reserved under this Declaration; to perform all duties which it may be assigned under this Declaration; and to enforce all provisions herein and in any subsequent Declaration(s) of Rights and Restrictions of Parkview of Bluffton, Phase I.

4.3 Each member of the Association other than the Developer, its successors and assigns, shall be entitled to one (1) vote in the Association for each lot which such member owns. When more than one person holds an ownership interest in any lot, all persons

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holding such ownership interest shall be members of the Association and in such event the vote for such lot shall be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any lot. Where a vote is cast by one or two or more owners of any lot, the Association shall not be obligated to look to the authority of the member casting the vote. Notwithstanding the above, so long as the Developer holds title to any lot(s) in Parkview of Bluffton, Phase I as above-described, the Developer shall be entitled to four (4) votes for each lot owned by it.

ARTICLE V BAY HOMES/VILLIMINIUMS

5.1 Structures No structure other than that of a bay home/villimintium (hereinafter Bay Home) as described in the subdivision specifications may be placed on a bay home lot. Said Bay Home must comply with the restrictions outlined in Article I and II herein.

5.2 Construction In order to maintain the overall consistency of look and quality in the Bay Homes, Developer will select a builder for each phase of construction on the Property. Owners of the bay home lots may select their desired floor plan from a selection of pre-determined plans. The Architectural Control Committee will meet and approve all bay home plans in accordance with Article II herein.

5.3 Landscape Plan No landscape plans will be required of the bay homes. All landscape plans will be pre-determined by Developer. However, all costs associated with the installation of the landscape will be assessed to the bay home lot owner.

5.4 Drives All bay home lot owners will be responsible for placing the sidewalks and drives in accordance with paragraph 1.16. All bay home lot owners will be responsible for placing a concrete approach/drive. Said approach must be 25 feet long and 16 feet wide.

ARTICLE VI PARKVIEW OF BLUFFTON BAY HOME ASSOCIATION

6.1 There is hereby created by the Developer, who owns all of the lots at the present time, the Parkview of Bluffton Bay Home Association (the "Bay Home Association"). The members of the Bay Home Association shall be the owners, from time to time, executors, administrators, personal representatives, successors and assigns, and any other parties who may then be members of the Bay Home Association, shall be permitted, at any time to convey and assign all of their rights and duties hereunder to an Ohio non-profit corporation which shall thereafter act and function as the Bay Home Association, and whose membership shall similarly be the owners of all the bay home lots on the Property rights.

6.2 Following the Developer's assignment to the Bay Home Association of the rights, privileges and powers reserved to the Developer in this Declaration, the Bay Home Association shall have the following powers and rights:

- a) If the Bay Home Association is organized and operating as an Ohio non-profit corporation, to perform all such acts and functions as are generally authorized by law to be performed by such corporation.
- b) To promote and seek to maintain the attractiveness, value and character of the bay home lots through enforcement of the terms, conditions, provisions and restrictions set forth in this Declaration, and any rules and regulations which the Bay Home Association may promulgate pursuant hereto, or in any subsequent declaration(s) of or for Parkview of Bluffton, Phase I.
- c) To collect and dispose of funds and assessments as provided in Article VII hereof, and as may be provided in any subsequent declaration(s) of Parkview of Bluffton, Phase I;
- d) To purchase and maintain fire, casualty and liability insurance to protect the Bay Home Association and its officers, trustees, managers and/or members from liability incident to the ownership, use, maintenance, repair, management, replacement and cleaning activities of the Bay Home Association referred to in this paragraph 6.2; to pay all real estate, personal property and other taxes levied against the Bay Home Association; to discharge any lien or encumbrance for taxes or otherwise against the Bay Home Association or its assets; and to establish reserves to pay the estimated further costs of any of the items set forth in this paragraph ; and
- e) To arrange for snow removal as well as maintenance and repair of the lawns and landscape of each bay home lot owner once a dwelling is in place;
- f) To carry out all other purposes for which it was organized; to exercise all rights which it may be granted or reserved under this Declaration; to perform all duties which it may be assigned under this Declaration; and to enforce all provisions herein and in any subsequent Declaration(s) of Rights and Restrictions of Parkview of Bluffton, Phase I.

6.3 Each member of the Bay Home Association other than the Developer, its successors and assigns, shall be entitled to one (1) vote in the Bay Home Association for each residential lot which such member owns. When more than one person holds an ownership interest in any residential lot, all persons holding such ownership interest shall be members of the Bay Home Association and in such event the vote for such residential lot shall be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any residential lot. Where a vote is cast by one or two or more owners of any bay home lot, the Bay Home Association shall not be obligated to look to the authority of the member casting the vote. Notwithstanding the above, so long as the Developer holds title to any bay home lot(s) in Parkview of Bluffton, Phase I as above-described, the Developer shall be entitled to four (4) votes for each bay home lot owned by it.

ARTICLE VII ASSESSMENTS OF OWNERS

7.1 Each and every residential and bay home lot owner shall be subject to a yearly assessment in such amount as may be annually determined by the Association. The initial

annual assessment shall be \$400.00, prorated the first year from the date of closing on said lot. This annual assessment may be reasonably adjusted from year to year at the discretion of the Association. There is no assessment of the Developer for lots which have not yet been sold.

7.2 Each and every bay home lot owner (in addition to the annual Association assessment) shall be subject to a monthly assessment in such amount as may be annually determined by the Bay Home Association. The initial monthly assessment shall be \$60.00 and will begin on the first month after the closing date. This monthly assessment may be reasonably adjusted from year to year at the discretion of the Bay Home Association. There is no assessment of the Developer for bay home lots which have not yet been sold. These monthly assessments are only for the bay home lots and said assessments are to be used to fund the Bay Home Association maintenance and repair obligations.

7.2 The annual assessment of residential and bay home lot owners shall be determined, levied and made on a uniform basis, with each residential and bay home lot being subject to the same assessment. The annual assessment will be established prior to the end of the preceding calendar year, and shall be payable to the Association on or before the first day of January of each calendar year for such calendar year. Further, Developer does not guarantee or make any representation regarding the sufficiency of such assessments for the purposes set forth herein.

7.3 The aforesaid annual assessments shall be applied only toward payment of reasonable costs and expenses incurred by the Association and Bay Home Association in conducting, carrying out, enforcing and performing its powers, rights and functions as set forth in Article III, IV and VI. The Association and Bay Home Association shall exercise their discretion and judgment as to the amount of funds to be expended in connection with each of the purposes for which the funds are provided, however, that the Association and Bay Home Association shall not expend an amount greater than \$5,000.00 in a calendar year for any one of the purposes permitted hereunder without the approval of a majority of the members of the Association and/or Bay Home Association. Upon demand of any residential or bay home lot owner and after payment of a reasonable charge therefor, the president, secretary or treasurer of the Association and/or Bay Home Association shall promptly issue a certificate setting forth whether all assessments have been paid for such owner's lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

7.4 The Association and/or Bay Home Association shall have a perpetual lien upon the residential and/or bay home lots to secure the payment of the annual assessments and each such assessment shall also be the personal obligation of the owner or owners of each lot at the time when the assessment becomes due. The lien of the annual assessments shall arise against each residential and/or bay home lot on the first day of the year in which it is due. If there is any partial ownership of said lots, said assessments will be determined by the percentage of lot ownership of the residential or bay home lot. In the event of a failure to make payment of the annual assessment within sixty (60) days of its due date, the lien for

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said charge may be recorded by filing in the office of the Recorder of Allen County, Ohio a "Notice of Lien" in substantial the following form:

NOTICE OF LIEN

Notice is hereby given that Parkview of Bluffton Homeowners Association (or Bay Home Association) claims a lien for unpaid annual assessments for the year(s) _____ in the amount of \$ _____ against the following described premises:
(Insert Legal Description)

Parkview of Bluffton Homeowners Association
By: _____

STATE OF OHIO)
)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this ____ day of _____ 20__ by _____, the _____ of Parkview of Bluffton Homeowners Association, an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

7.5 In the event any of said annual assessments are not paid when due, the Association and/or Bay Home Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of said lien, or otherwise, and in such event, shall be entitled to recover and have and enforce against each residential or bay home lot a lien and judgment for its resulting costs and expenses (including court costs and reasonable attorney fees) involved in the collection thereof. No owner may waive or otherwise escape liability for the annual assessments provided for herein by abandonment of such owner's residential lot or for any other reason. The lien of said assessments shall be subordinate to the lien of any first mortgage. Sale or conveyance of any residential lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payment which became due prior to such sale or conveyance.

ARTICLE VIII
EASEMENTS

8.1 The Developer reserves to itself and to its successors and assigns, the exclusive right to grant consents, easements and rights-of-way for the construction, operation, maintenance, repair and replacement of electric light, electrical transmission, natural gas transmission, cable television, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage and storm and sanitary sewers on, over, below or under all of the areas designated with the words "Easement", "Utility Easement", "Drainage Easement", "Sanitary Easement", "Fence Maintenance, Landscaping and Anti-Vehicular Access Easement" and "Common Area", or with words of similar import, on Parkview of Bluffton, Phase I, and along and upon all highways and rights-of-way now existing or hereafter established and abutting all the lots in Parkview of Bluffton, Phase I. The Developer also reserves to itself and to its successors and assigns, the right to go upon or permit any public or quasi-public utility company to go upon the lots from time to time to install, maintain, repair, replace and remove such equipment and facilities, and to trim trees and shrubbery which may interfere with the successful and convenient operation or such equipment and facilities. No structures or any part thereof shall be erected or maintained over or upon any part of the areas designated on Parkview of Bluffton, Phase I as "Easement", "Utility Easement", "Drainage Easement", "Sanitary Easement", "Fence Maintenance, Landscaping and Anti-Vehicular Access Easement" and "Common Area" or with words of similar import; provided, however, that this prohibition shall not be applicable to driveways, fences, hedges, sidewalks and other non-structural items.

8.2 No owner of any lot in Parkview of Bluffton, Phase I shall have the right to reserve or grant any easements or rights-of-way upon or over any of lots or Common Area in Parkview of Bluffton, Phase I without the prior written consent of the Developer, its successors and assigns.

ARTICLE IX
DURATION OF RESTRICTIONS; AMENDMENTS

9.1 This Declaration shall run with the land and shall be binding upon the Developer and all persons claiming under or through the Developer until December 31, 2026, at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

9.2 This Declaration may be amended prior to December 31, 2026 with the written approval of the then owners of not less than 60% of the lots, which amendment shall become effective from and after the filing with the Recorder of Allen County, Ohio of an instrument stating the amendment and signed by all approving lot owners with the formalities required by law. This Declaration may be terminated as of December 31, 2026 and may be amended or terminated thereafter with the written approval of the owners of not less than 50% of the residential lots upon the filing of an instrument as aforesaid with the Recorder of Allen County, Ohio.

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ARTICLE X
ENFORCEMENT OF RESTRICTIONS; OTHER MATTERS

10.1 Any violation or attempt to violate any of the covenants, agreements or restrictions herein while the same are in force shall be unlawful. The Developer, the Architectural Control Committee, the Association or any person or persons owning any residential or bay home lot may prosecute any proceedings at law, or in equity, against the person or persons in violation or attempting to violate any such covenant, agreement or restriction or prevent him or them from so doing, to cause the removal of any violation and/or to recover damages for such violation or attempted violation.

10.2 Invalidation of any of the covenants, agreements or restrictions herein contained by judgment or court order, or amendment hereof by act of the owners of residential or bay home lots, shall not affect any of the other provisions contained in this Declaration, which shall remain in full force and effect.

10.3 All transfers and conveyances of each and every lot in Parkview of Bluffton, Phase I shall be made subject to this Declaration.

10.4 All lot owners hereby agree that they will give notice to Developer of their intent to sell any vacant lot prior to listing said lot in any publication, online or with a realtor. Developer shall have the right of first refusal to repurchase said lot at the original purchase price less any assessments.

10.5 Any notice required to be sent to any owner of a residential lot in Parkview of Bluffton, Phase I or to the Developer or to the Architectural Control Committee or to the Association shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Developer or to any member of the Architectural Control Committee or to the Association as such address appears on the applicable public records or on the records of the Association or on the records of the Architectural Control Committee.

10.6 The rights, privileges and powers granted by this Declaration to, and/or reserved by, the Developer shall be freely assignable and shall inure to the benefit of the successors and assigns of the Developer.

10.7 The Developer, its successors and assigns, or the Association, as the case may be, shall have the right to construe and interpret this Declaration, and such construction or interpretation, in good faith, shall be final and binding as to all persons and property benefitted or bound hereby.

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10.8 No owner of any residential or bay home lot shall subdivide the same or convey less than the whole of any residential or bay home lot without first obtaining the written consent of the Developer, its successors and assigns, or the Association.

10.9 No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provision hereof, no matter how many violations or breaches may occur.

10.10 Each residential or bay home lot owner, by acceptance of a deed to a said lot, egress and consents and shall be deemed to agree and consent that if, in the opinion of the Developer, its successors and assigns, the shape of, dimensions or topography of the residential or bay home lot upon which a residence dwelling or other improvement is proposed to be made, is such that a strict construction or enforcement of the building lines as shown on Parkview of Bluffton, Phase I, or of the yard requirements stated herein or of any other provision of this Declaration would work a hardship, the Developer, its successors and assigns, shall be permitted to modify this Declaration, in writing, as to such lot(s) so as to permit the erection of such residence dwelling or the making of the proposed improvements. The Developer, its successors and assigns, shall not be limited in its exercise or its aforesaid right to modify this Declaration by reason of the fact that it may be the Developer and /or Builder for whose benefit such modification is granted.

10.11 By acceptance and recording of a deed to a residential or bay home lot in Parkview of Bluffton, Phase I, each lot owner shall be deemed to have acknowledge and agree that there are no representations, express or implied, by the Developer or the Association with respect to the merchantability, fitness or suitability of the Property for the construction of residences, with respect to any improvements on the Common Areas (whether or not constructed by the Developer), or otherwise with respect to Parkview of Bluffton, Phase I other than as expressly stated in writing (a) by the Developer to the lot owner; (b) in this Declaration; or (c) in the Articles of Incorporation or Code of Regulations (if any) of the Association and each lot owner, by the acceptance and recording of a deed to a residential or bay home lot, hereby releases the Developer from any liability with respect thereto. Furthermore, the Developer is under no obligation or duty to inspect, maintain or otherwise care for property designated as Common Area, any equipment erected or maintained thereon nor any easement over a Common Area, and the owners of residential or bay home lots hereby release and indemnify the Developer, to the fullest extent permitted by law, of and from any and all losses sustained, whether arising in tort or otherwise, on the Common Area(s). In addition, the trustees, officers, employees and agents of the Association and Bay Home Association are hereby released and indemnified by the Association and Bay Home Association to the fullest extent permitted by law for their actions taken on behalf of the Association and Bay Home Association, including actions taken under this Declaration.

10.12 In the event that there shall be any conflicts, contradictions or inconsistencies between the provisions of this Declaration and any rules and regulations adopted or enacted by the Association or Bay Home Association, the provisions of this Declaration shall take precedence, govern and control.

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10.13 As used in this Declaration, the term "owner" shall be defined to mean record title owner.

Signed in the presence of

THREE S DEVELOPMENT GROUP, LLC

Laine Snyder
Witness

By: Dan Snyder
Dan Snyder, member

Walter V. Newland
Witness

Derek Snyder
Derek Snyder, managing member

Jeff Snyder
Jeff Snyder, member

State of Ohio)
) SS:
County of Allen)

The foregoing instrument was acknowledged before me on this 25th day of November, 2016 by the members of Three S Development Group, LLC, an Ohio Limited Liability Company.

Deborah L. Snyder
Notary Public
My Commission Expires September 22, 2017



DEBORAH L. SNYDER
Notary Public, State of Ohio
My Commission Expires
September 22, 2017

Instrument Prepared by: Mandy M. Gerken, Esq. 20091 County Road 15, Bluffton, Ohio 45817

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Hons: S Lash T20160021067
Allen County V: 2016 P: 12920

LEGAL DESCRIPTION

BEING A 14.840 ACRE TRACT OF LAND, PART OF PARCELS NUMBERED 28--1100--01--001.002 AND 28--1108--01--001.000 AS SHOWN ON SURVEY PLAT SR61--090 ON FILE IN THE ALLEN COUNTY ENGINEER'S OFFICE. SITUATE IN THE NORTHEAST QUARTER OF SECTION 11 AND THE NORTHWEST QUARTER OF SECTION 12, TOWN 2 SOUTH, RANGE B EAST, RICHLAND TOWNSHIP, VILLAGE OF BLUFFTON, ALLEN COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Commencing for reference at a monument box found in the northeast corner of the northeast quarter of section 11;

thence, South 00°-19'-11" West, 670.60 feet, along the east line of the quarter, to a 5/8" iron pin found and being the principal place of the subdivision herein described;

thence, South 00°-19'-11" West, 846.44 feet, along the east line of the quarter, to a 5/8" Iron pin set;

thence, South 43°-51'-51" East, 21.52 feet, to a 5/8" iron pin found;

thence, South 46°-08'-09" West, 141.50 feet, to a 5/8" Iron pin found;

thence, South 45°-23'-00" West, 130.26 feet, to a 5/8" Iron pin found;

thence, Southeasterly, 16.99 feet, along the arc of a curve to the right having a radius of 313.00 feet, an internal angle of 03°-06'-33" and a chord 16.98 feet in length bearing South 32°-45'-01" East, to a 5/8" Iron pin found;

thence, Southeasterly, 82.91 feet, along the arc of a curve to the left having a radius of 375.00 feet, an internal angle of 12°-40'-06" and a chord 82.74 feet in length bearing South 37°-31'-49" East, to a 5/8" Iron pin found;

thence, South 43°-51'-51" East, 112.39 feet, to a P.K. nail found in the centerline of Main Street, passing for reference a 5/8" Iron pin found at 82.39 feet;

thence, South 46°-08'-09" West, 62.49 feet, along the centerline of Main Street, to a P.K. nail found;

thence, North 43°-16'-42" West, 203.01 feet, to a 5/8" Iron pin found, passing for reference a 5/8" Iron pin found at 30.00 feet;

thence, South 46°-08'-09" West, 178.07 feet, to a 5/8" Iron pin set;

thence, North 43°-51'-51" West, 136.02 feet, to a 5/8" Iron pin set;

thence, North 60°-29'-23" West, 69.90 feet, to a 5/8" Iron pin set;

thence, North 21°-27'-35" West, 299.60 feet, to a 5/8" Iron pin set;

thence, North 45°-03'-12" East, 117.55 feet, to a 5/8" Iron pin set;

thence, North 00°-33'-09" West, 171.36 feet, to a 5/8" Iron pin found;

thence, North 18°-52'-33" West, 177.32 feet, to a 5/8" Iron pin found;

thence, North 18°-22'-06" East, 320.38 feet, to a 5/8" Iron pin found;

thence, North 30°-23'-48" East, 293.76 feet, to a 5/8" Iron pin found;

thence, North 45°-20'-06" East, 182.48 feet, to a 5/8" Iron pin set;

thence, South 01°-03'-57" West, 283.82 feet, to a 5/8" Iron pin found;

thence, South 88°-57'-04" East, 226.14 feet, to the principal place of beginning.

Containing 14.840 acres more or less with 2.498 acres more or less being dedicated hereon as street right of way.

The above description was prepared by Steven E. Bowersox, Ohio Professional Surveyor number 7059 based on a survey performed under his direction with the bearings used for same being based on NAD 83, GEOID 2003 Ohio North Zone, ODOT VRS CORS Network.

FOR DECLARATION OF PROTECTIVE RESTRICTIONS, SEE DEED VOLUME _____, PAGE _____