

**Second Amendment and Restatement
of
Declaration of Covenants and Restrictions
for
Tower Lakes Subdivision**

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**SECOND AMENDMENT AND RESTATEMENT
OF
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TOWER LAKES SUBDIVISION
CITY OF MANSFIELD, RICHLAND COUNTY, OHIO**

This Amendment and Restatement of the Declaration of Covenants and Restrictions for TOWER LAKES SUBDIVISION (the "Declaration") is made this ____ day of _____, 2006 by WALTER W. HUNSINGER and LINDA K. HUNSINGER (the "Declarants"), TOWER LAKES OWNERS' ASSOCIATION, INC., an Ohio non-profit corporation (the "Community Association") and the undersigned Owners, as that term is hereafter defined.

RECITALS

A. The Declaration of Covenants and Restrictions for TOWER LAKES SUBDIVISION (the "Declaration") was created by Declarants on June 18, 1997 and recorded at ORV 516, Pages 8 through 25 of the Richland County, Ohio Recorder's Office. The purpose was to create a master plan for the development of a residential condominium community on property of the Declarants to be known as TOWER LAKES SUBDIVISION. A First Amendment to the Declaration was signed by Declarants on October 20, 2005 and recorded at ORV 1577, Pages 710 through 714 of the Richland County, Ohio Recorder's Office.

B. To provide for the preservation of the values and amenities within the community and for the maintenance of open spaces and other community facilities, Declarants have and will subject the Property described in Section 2 of this Amendment of the Declaration and any additional property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each Owner thereof.

C. Declarants have and will cause the Property, in phases, to be subdivided into Lots and cause each Lot to be submitted to the provisions of the Condominium Laws of the State of Ohio, under Chapter 5311 of the Ohio Revised Code. This has and will provide a form of ownership in which a Declaration of Condominium Ownership is filed submitting a Lot to the condominium form of ownership under which each Owner has an individual ownership interest in a Dwelling Unit with the right of exclusive possession of that Dwelling Unit and an undivided ownership interest with the other Unit Owners in the common elements of the condominium property. Each Condominium entails the Condominium Property, which consists of Common Property, Limited Common Property and individual

Dwelling Units. Each Condominium is governed by its own Declaration of Condominium Ownership, Bylaws and Drawings. A separate non-profit corporation with its own Board of Managers and Officers has been established for each Condominium.

D. Declarants have also created TOWER LAKES OWNERS' ASSOCIATION, INC., an Ohio non-profit corporation (the "Community Association"), and Bylaws with the powers and duties set forth in the Declaration of Covenants and Restrictions for TOWER LAKES SUBDIVISION (the "Declaration"). The purposes for which it is formed are to provide for the operation, maintenance, preservation and architectural control for the development of TOWER LAKES SUBDIVISION. In addition:

(1) The Community Association is to provide for the preservation of the values and amenities of the total community and for the maintenance of community lands and properties, open spaces and community facilities, now or hereafter existing.

(2) The Community Association is to exercise the powers, duties and functions delegated to it, own any Community Property, real and personal, enforce the Covenants and Restrictions and collect and disburse the assessments and charges hereafter created.

(3) The Community Association may provide such additional services as may be agreed upon by the residential Owners and the Community Association.

E. In accordance with the general plan of development of the TOWER LAKES SUBDIVISION, the undersigned hereby amend and completely restate the Declaration of Covenants and Restrictions of TOWER LAKES SUBDIVISION dated June 18, 1997 and all subsequent amendments in their entirety in the manner set forth in this document.

NOW, THEREFORE, the Declarants, the Owners of Property in the TOWER LAKES SUBDIVISION, and Tower Lakes Association, Inc. hereby amend the Declaration of Covenants and Restrictions of TOWER LAKES SUBDIVISION (hereinafter the "Declaration") as follows:

SECTION 1. DEFINITIONS

For purposes of this Declaration, unless the context otherwise requires, the words listed in this Section shall have the following meanings:

1.1 Community Association shall mean and refer to TOWER LAKES OWNERS' ASSOCIATION, INC., an Ohio non-profit corporation. By virtue of the Declaration, the

Articles of Incorporation and Bylaws of the Community Association, it has the delegated and assigned duties and powers of owning, operating and maintaining the property and facilities owned and possessed by the Community Association; the administration and enforcement of the Declaration and its Covenants and Restrictions; collecting, administering and disbursing the assessments and charges referred to in the Declaration; and to act as Agent of the Dwelling Unit Owners and their respective Condominium Associations.

1.2 Board of Trustees shall mean the Board of Trustees of the Community Association with the powers and duties set forth in the Declaration, and the Articles of Incorporation and Bylaws of the Community Association.

1.3 Community Association Property, also referred to herein as "Community Property" shall mean all land, improvements, personal property and all other property now or hereafter owned by or in the possession of the Community Association for the use and benefit of the Community Association and the Owners. It does not include public streets or land, improvements or other property owned by or in the possession of the Owners and their respective Condominium Associations.

1.4 Declaration shall mean this Declaration of Covenants and Restrictions constituting the master plan of the Community Association, as hereafter modified or amended. It does not mean or refer to the Declarations of Condominium Ownership for the separate Condominium Associations of the Owners, respectively, which are separate incorporated entities.

1.5 Declarants shall mean Walter W. Hunsinger and Linda K. Hunsinger, and their respective heirs, successors, grantees and assigns.

1.6 Property shall mean all real property subject to this Declaration.

1.7 Lot shall mean any portion of the Property (with the exception of Community Association Property) under the scope of this Declaration and (i) identified as a separate parcel on the tax records of Richland County, Ohio, or (ii) shown as a separate parcel upon any recorded subdivision plat of the Property, and/or (iii) submitted to the condominium form of ownership pursuant to Chapter 5311 of the Ohio Revised Code.

1.8 Condominium Property, also referred to herein as "Condominium," shall mean any Lot, land, buildings, improvements and structures on the Lot or land, all easements, rights and appurtenances belonging to the Lot of land, and all articles of personal property submitted to the provisions of Chapter 5311 of the Ohio Revised Code, and subject to a written Declaration of Condominium Ownership, Bylaws, Condominium Drawings and including dwelling units, and the common and limited common property of the Condominium.

1.9 Dwelling Unit shall mean a part of the Condominium Property for use as a single family residential dwelling and designated as a unit in a duly recorded Declaration of Condominium Ownership in the Richland County, Ohio Recorder's Office.

1.10 Owner shall mean the record Owner, whether one (1) or more persons or entities, of the fee simple title to any Dwelling Unit or Lot situated upon the Property subject to this Declaration, but shall not include any mortgagee or other security holder.

SECTION 2. PROPERTY SUBJECT TO THIS DECLARATION

2.1 **The Property.** The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is more particularly described as follows:

(A) Situated in the City of Mansfield, County of Richland and State of Ohio and being Lots Numbered 22790 thru 22795 of the consecutively numbered lots in said City as recorded in Plat Book 26, Page 155 in the Office of the Richland County Recorder, and known as Tower Lakes Phase 1.

(B) Situated in the City of Mansfield, County of Richland and State of Ohio and being Lots Numbered 23034 thru 23050 of the consecutively numbered lots in said City as recorded in Plat Book 27, Page 121 in the Office of the Richland County Recorder and known as Tower Lakes Phase 2.

(C) Situated in the City of Mansfield, County of Richland and State of Ohio and being Lots Numbered 23159 thru 23175 of the consecutively numbered lots in said City as recorded in Plat Book 29, Page 34 in the Office of the Richland County Recorder and known as Tower Lakes Phase 3.

(D) All or such portion of the 88.8249 acres of land, more or less, and being generally such parts of the Southeast and Southwest Quarters of Section 4, Township 20, Range 18 in the City of Mansfield, County of Richland and State of Ohio as are described and delineated by hash marks on Exhibit A attached hereto that may be submitted to the Declaration pursuant to Section 13 hereinafter set forth.

2.2 **Additional Property.** Declarants, from time to time, may submit all or any part of the real property described in Section 2.1 (D) hereof and depicted in Exhibit A

attached hereto to the provisions of this Declaration in accordance with the provisions of Section 13 of this Declaration.

SECTION 3. MEMBERSHIP AND VOTING RIGHTS IN THE COMMUNITY ASSOCIATION

3.1 Membership. Every person or entity who is a record owner of a fee interest in any Dwelling Unit which is subject by covenants of record to assessment by the Community Association shall be a member of the Community Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

3.2 Voting Rights. The voting rights in the Community Association shall be determined in the following manner: Members shall be entitled to one (1) vote for each Dwelling Unit; when more than one (1) person holds such interest or interests in any Dwelling Unit, all such persons shall be Members, but the vote for such Dwelling Unit shall be exercised as they, among themselves, shall determine, but in no event shall more than one (1) vote be cast with respect to any such Dwelling Unit.

3.3 Community Association Documents. The Articles of Incorporation and Bylaws of the Community Association may contain any provisions not in conflict with these Covenants and Restrictions, as are permitted to be set forth in such Articles and Bylaws by the Non-profit Corporation Law of the State of Ohio in effect, from time to time.

SECTION 4. PROPERTY RIGHTS IN THE COMMUNITY PROPERTY

4.1 Member's Easements of Enjoyment. Subject to the provisions of 4.3 hereinafter contained, every Member shall have the right (for himself, herself or itself, or his, her or its immediate household and guests) an easement in common with all other Members of use and enjoyment in and to the Community Property and such easement shall be appurtenant to and shall pass with the title to every Dwelling Unit.

4.2 Title to Community Property. The Declarants may retain the legal title to the Community Property until such time as they have completed any improvements thereon intended to be made, and until such time as, in the opinion of the Declarants, the Community Association is able to maintain the same, but notwithstanding any provision herein, the Declarants hereby covenant for themselves, their successors and assigns that they shall convey the Community Property encompassed within a various phase or phases of development to the Community Association upon or before completion of such phase or phases.

4.3 **Extent of Member's Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

- (A) The right of the Declarants and of the Community Association in accordance with its Articles and Bylaws to borrow money for the purpose of improving the Community Property and in aid thereof, to mortgage said Community Property. In the event of a default upon any such mortgage, the lender shall have a right, after taking possession of such property, to charge admission and other fees as a condition to continued enjoyment by the Members.
- (B) The right of the Community Association to take such steps as are reasonably necessary to protect the above described property against foreclosure.
- (C) The right of the Community Association as provided in its Articles and Bylaws to suspend the enjoyment rights of any Member as to the Community Property for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its rules and regulations.
- (D) The right of the Community Association to charge reasonable admission and other fees for the use of the Community Property.
- (E) The right of the Community Association to dedicate or transfer all or any part of the Community Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Community Association, provided that no such dedication or transfer, or any determination to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes has been recorded, agreeing to such dedication, transfer, purpose or condition and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.
- (F) The right of the Community Association to prepare rules and regulations which shall control the usage of the recreational facilities situated on the Community Property to assure that the time and usage of such facilities are compatible with the quiet enjoyment of the Members of the Community Association.

SECTION 5. COVENANT FOR ASSESSMENTS

5.1 **Creation of the Lien and Personal Obligation of Assessments.** The Declarants hereby covenant, for themselves and each Owner of any Dwelling Unit, by

acceptance of any deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Community Association: (a) annual assessments or charges; and (b) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Dwelling Unit against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Dwelling Unit at the time when the assessment fell due.

5.2 Purpose of Assessments. The assessments levied by the Board of Trustees shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Property, and in particular, for the improvement and maintenance of the properties, services and facilities devoted to this purpose, and related to the use, operation, maintenance and enjoyment of the Community Property, including the boulevard strip and tower structure located in the public street at the entrance to this community from Straub Road, the decorative walls located on the Lots on either side of any such entrance, and the Community Center, after same is conveyed to the Community Association, all for the benefit of the residents of the Dwelling Units situated upon the Property. Such assessments shall include, but not be limited to, the payment of taxes, insurance and utilities relating to the Community Property, and the cost of labor, equipment materials, management and supervision necessary for the use, operation, repair, maintenance, reconstruction, and replacement thereof and additions thereto. Without limiting the generality of the authority of the Board of Trustees, such assessments may also be levied and used for the mowing, trimming, fertilizing, mulching, edging, and landscaping of any such boulevard strip within this community, of the areas immediately around the decorative walls located on the Lots on either side of such entrances, and of the areas between such walls and Straub Road.

- A. **Special Services.** The Board of Trustees is authorized to contract on behalf of the Owners and Condominium Owners Associations for each Condominium for mowing, trimming, mulching, edging, fertilizing, weed control and general lawn upkeep and such other services, including snow removal and trash removal that may be more effectively and economically obtained through a group contract. The cost and expense thereof shall be uniformly and equitably apportioned and assessed against the Owners of each Dwelling Unit of each Condominium Owners Association and administered as a special account for each Condominium Association relating to its Common and Limited Common Property.
- B. **Fire and Extended Coverages; Liability Coverages.** The Owners and their respective Owners Associations by their governing documents are required to

obtain and maintain Special Form Coverage Insurance and Liability Insurance on their Common and Limited Common properties (the common areas and facilities/elements) in the amounts and in accordance with Sections 14 and 15 of their respective Declarations of Condominium Ownership. Subject to the approval and to the satisfaction of the Owners of each Condominium Owners Association, the Board of Trustees, as Agent, may obtain the required coverages naming each Unit Owner and the specific Condominium Owners Association as the insured with the required premiums being added to and collected as a part of the special assessments to such Owners and accounted for in a special account for such purpose. It is understood that each Owner will otherwise be responsible for insuring the Dwelling Unit, as defined, and the Owners personal contents therein.

5.3 Annual Assessments. The Board of Trustees shall, after consideration of the current maintenance costs and future needs of the Association and of the current and future costs of performing and providing the services described in Section 5.2 of this Declaration under group contracts for the benefit of all the Dwelling Units and improved Lots within this subdivision, determine and fix the amount of the annual assessments, annually for each Dwelling Unit and maintain an account for each Condominium based upon the number of Dwelling Units therein. If during the annual assessment year, the Board of Trustees determines that the annual assessments are insufficient or excessive, the Board may, at any time and from time to time, adjust such assessments for such shortfall or surplus, as the case may be.

5.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized in Section 5.3 hereof, the Community Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or unexpected repair or replacement of a capital improvement on the Community Property, including the necessary fixtures and personal property related thereto, provided that any such assessments shall have the assent of two-thirds (2/3) of the votes of the Members who are entitled to vote and who are voting in person or by proxy at a meeting called for such purpose.

5.5 Notice, Quorum and Vote for Annual and Special Assessments. Written notice of any meeting called for the purpose of levying any annual assessment by the Board of Trustees or any special assessment by the Community Association shall be sent to all Trustees/Members, as the case may be, at least ten (10) days in advance of such meeting and shall set forth the purpose of the meeting.

- A. The quorum at any meeting for action by the Board of Trustees relating to annual assessments shall require the presence of at least fifty per cent (50%) of the Trustees at the meeting by personal attendance and a vote of at least a majority of all the Trustees in attendance for adoption of such annual

assessments when a quorum is in attendance.

- B. The quorum at the first meeting for any action relating to a special assessment shall require the presence of Members at the meeting by personal attendance or by proxy entitled to cast at least sixty per cent (60%) of all votes. If the required quorum is not forthcoming at such Community Association meeting, another meeting may be called, subject to the notice requirement, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than thirty (30) days following the preceding meeting. To be adopted, the vote in favor of a special assessment by the Association shall must be at least a majority of Members present when a quorum is in attendance in person or by proxy and when exercised pursuant to Section 3.2 of this Declaration.

5.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Dwelling Units, except for any variations due to assessed insurance premiums or other unique circumstances.

5.7 Commencement and Collection of Annual Assessments. The annual assessments provided for herein shall commence on the date fixed by the Board of Trustees. The Board of Trustees shall also fix the amount of the annual assessment against each Dwelling Unit at least thirty (30) days in advance of the due date thereof, and shall fix the dates such amounts become due. In lieu of making them payable on an annual basis, the Board of Trustees may cause the annual assessments to be payable monthly. At the time an assessment is levied, the Board of Trustees shall prepare a roster of the Dwelling Units and assessments applicable thereto, which shall be kept with a duly authorized officer of the Community Association, and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Community Association shall, upon demand at any time, furnish to any Owner liable for the assessment, a certificate in writing, signed by an officer of the Community Association, setting forth whether that assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

5.8 Effect of Non-payment of Assessment.

- A. If an assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection as hereinafter provided, thereupon become a continuing lien on the Dwelling Unit which shall bind such Dwelling Unit in the hands of the then Owner, his or her heirs, executors, administrators, legal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his, her or its personal obligation and shall

not pass to his, her or its successors in titles, unless expressly assumed by them.

- B. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the average prime rate for commercial banks in the City of Mansfield, Ohio, but not exceeding that permitted by law, and the Community Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien against the Dwelling Unit, and there shall be added to the amount of such assessment, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.
- C. The Community Association may file in the Office of the Recorder of Richland County, Ohio, a Notice of Lien to evidence any delinquent assessment or installment, but the Community Association shall not be under any duty to file such Notice of Lien, and its failure or omission to do so shall not, in any way, impair or affect the Community Association's lien and other rights in and against the Dwelling Unit and against the Owner of such Dwelling Unit.

5.9 Subordination to Mortgage Lien. The assessment lien provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Dwelling Unit subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Dwelling Unit pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Dwelling Unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent lien.

SECTION 6. PROTECTIVE COVENANTS

6.1 General Purposes. The Property subject to this Declaration is subjected to the covenants, restrictions, conditions, reservations, and charges herein set forth to ensure: (a) the best use and most appropriate development of each Lot, (b) the protection of the Declarants and the Owners against such improper use of real property as will depreciate the value of their property, (c) the prevention of the erection of structures which are poorly designed and proportioned, (d) the use of high-quality proper and suitable building and landscaping materials and to obtain and maintain harmonious color schemes, (e) the promotion of the health, safety and welfare of all Owners and residents of the Property, (f) the preservation and promotion of environmental quality, and (g) the establishment of requirements for the development of the Property relating to land use, architectural features

and site planning.

6.2 Residential Use Only. All of the Property, except for Community Property, shall be used only for residential purposes. Any Lot may be improved and used for condominium purposes with a condominium structure being designed for no more than four (4) Dwelling Units. No business, trade, profession or commercial activity of any kind shall be conducted upon any portion of the Property, except the business of Declarants and the transferees and successors of Declarants as described in Sections 6.9 and 6.23 of this Declaration in developing the Property and the Additional Property, and except that Owners may use their Dwelling Unit for an office or a studio, other than a music studio, provided such use shall not involve the rendering of any personal services in such Dwelling Unit to one or more customers, clients, or patients who come to such Dwelling Unit, and provided further that such use shall not interfere with the quiet enjoyment of any Dwelling Unit by any other Owner or occupant.

6.3 Building Type and Size. Unless approved by the Architectural Review Committee, in no event is an individual Condominium Dwelling Unit permitted which is less than Twelve Hundred (1200) square feet. For purposes of this provision, a garage, porch, patio, deck, and breezeway are not considered part of the square footage.

6.4 Building Materials and Landscaping. The construction of any Dwelling Unit or building shall not incorporate any used lumber, imitation brick, exposed concrete block above ground level and stucco or plywood exterior, unless approved by the Architectural Review Committee. The materials and design of the roof and other exterior of any dwelling or building and landscaping in and around the premises must be compatible with the overall design established for any such dwelling or building and must be approved by the Architectural Review Committee. No planting, transplanting, or removal of any trees and shrubs on any property shall occur without the prior written consent of the Board of Trustees. The planting of any flowers and their care and maintenance, the use, size and locations of any flower beds, including without limitation the type of mulch or other potting materials, is subject to rules and regulations adopted by the Board of Trustees.

6.5 Other Structures. No other structure or outbuilding shall be erected upon any Lot or Condominium, except an attached garage which shall be combined with the architecture of the dwelling.

6.6 Building Setbacks. No structure or other above ground improvement shall be erected, placed, or permitted to remain on any Lot or as a part of a Condominium nearer to the street line or to the boundary lines of such Lot than the minimum building setback lines shown on the recorded plat for the Property, and if none are shown, then those required by the applicable zoning requirements.

6.7 **Driveways.** All driveways shall be of concrete construction, unless otherwise approved by the Architectural Review Committee.

6.8 **Utility Services.** All lines, conduits, tanks, and containers for utilities and utility services within the boundaries of the Property shall be placed and maintained underground, unless approval is obtained from the Architectural Review Committee.

6.9 **Signs.** Except for a sign on the Lot advertising that Lot or a Dwelling Unit on such Lot for sale (not to exceed six (6) square feet in size), security system decals or signs, directional signs, and signs relating to the use of the Community Property, no sign of any kind shall be erected or maintained on any Lot or Community Property, either on the exterior surface of any building or in any window thereof. Notwithstanding the foregoing, the Declarants, their successors and/or assigns, shall have the right to erect and maintain "For Sale" signs on any unsold or unoccupied Lot or in connection with any unsold or unoccupied Dwelling Unit, and to use unsold Dwelling Units as models, for promotional purposes and/or as offices in connection with the construction, sale maintenance, and/or repair of Dwelling Units.

6.10 **Fences and Walls.** No fence or wall of any kind, for any purpose, shall be erected, placed or allowed to remain within the Property, except for fences or walls erected for ornamental purposes only, and for which the approval of the Architectural Review Committee shall first be obtained. No fence or wall herein permitted shall exceed six (6) feet in height.

6.11 **Parking.** No automobile, truck, trailer, mobile home, travel trailer, camper, boat, tent, temporary structure or motor vehicle of any kind whatsoever (hereinafter "vehicle" or "vehicles") shall be temporarily or permanently parked, located or otherwise kept or maintained upon any Lot or Condominium within the Property, unless kept or maintained within a garage and the garage door can be completely closed; provided, however, it is not the intent of this section to exclude the temporary parking of passenger vehicles on any portion of a private driveway that is provided for a Dwelling Unit. Parking is prohibited on any Community Property except for areas provided and marked for parking. The Board of Trustees has the authority to adopt rules and regulations to implement and construe the foregoing restrictions and to impose additional restrictions relating to the time, place, size and manner of parking any such vehicles, whether operable or inoperable (damaged, flat tire(s), expired license plates or other such conditions determined to be such by the Board of Trustees). Any vehicles parked in violation of these restrictions or the rules and regulations adopted by the Board of Trustees shall constitute nuisances per se, and such Board of Trustees shall have the authority to remove any such vehicle at the expense of the Owner at any time twenty-four (24) hours or more after a notice has been placed on said vehicle demanding its removal.

6.12 **Exterior Lighting.** Any exterior lighting on any Lot or Condominium shall be shielded so as not to be offensive to the resident or occupant of any other Lot or Condominium.

6.13 **Trash.** No trash, garbage, rubbish or other waste shall be kept, permitted or deposited on any Lot, Condominium or the Community Property except in covered, sanitary containers located in appropriate areas screened from view, and in accordance with rules and regulations adopted from time to time by the Board of Trustees.

6.14 **Animals.** No poultry, bird, livestock or animals of any kind shall be kept, bred or maintained on any Lot, Condominium or any Community Property. However, dogs, cats or other small household pets may be kept subject to such rules and regulations as may be adopted by the Board of Trustees, provided they are not kept, bred or maintained for sale or for other commercial uses or purposes. Such rules and regulations may include, but not be limited to, requirements that such animals be maintained on a leash when outside, restrictions on leaving such animals outside or tethered unattended without the supervision of any such animals by a responsible person, restrictions on the use of lines, wires, ropes or other devices for the restraint of animals or pets upon any part of the Property or any Community Property, restrictions on places where such animals may relieve themselves when outside, responsibility for cleanup of any animal waste matter, and the imposition and collection of fines for the violations of such rules and regulations, which shall be the responsibility of the Owner of the Dwelling Unit. Any pet causing or creating a nuisance or unreasonable disturbance or that is kept in violation of this Declaration or any rule or regulation promulgated by the Board of Trustees shall be permanently removed from the Property upon seven (7) days' written notice. No pet shall be allowed to run unattended.

6.15 **Exterior Surfaces and Displays.** Nothing shall be hung, placed, constructed or displayed on the outside or inside of any windows, on the outside walls, doors or roof of any building, or on a patio, stoop or porch which is visible to the public, or in any yard area, including without limitation, fences, walls, storm doors, clotheslines, signs, swing sets, awnings, canopies, shutters, antennae, satellite dishes, and receivers, (other than those originally provided with the property), except in accordance with rules and regulations adopted by the Board of Trustees. All outside storage and use of personal property, including without limitation, lawn and other chairs, tables, benches, bicycles, wagons, baby carriages and strollers, playpens, and toys, and the hanging or presence of laundry, sheets, blankets, towels, rugs and clothes of any kind, shall be subject to rules and regulations adopted by the Board of Trustees. Further, the hanging, placement or display of decorative ornaments, adornments and holiday decorations on the outside of any building, including the porches, stoops and decks or in any yard area shall also be subject to rules and regulations adopted by the Board of Trustees.

6.16 **Mailboxes, Numerals, and Letters.** The design, size, shape, and color of mailboxes, the numerals and letters on the mailboxes, and the numerals and letters identifying Dwelling Units shall be subject to Association approval as to design, style, location, color and size.

6.17 **Nuisances.** No noxious or offensive activity shall be carried on upon any Lot or Condominium, and nothing shall be done, placed or permitted to remain which is unlawful or hazardous or which may endanger the health or unreasonably disturb the quiet occupancy of any persons residing at any Dwelling Unit, except for the business conducted by the Declarants, their successors and/or assigns, in developing all of the Lots within the Property. Without limiting the scope and application of this Section, no Owner shall use, or permit the use of, any Dwelling Unit within this subdivision for a garage sale, tag sale, yard sale, moving sale, auction or similar activity, except for garage and/or yard sales sponsored by the Community Association with the approval of the Board of Trustees.

6.18 **Affect Insurance.** Nothing shall be done or kept on a Lot or on the Community Property that would increase the rate of insurance relating thereto without the prior written consent of the Board of Trustees, and no Owner shall permit anything to be done or kept on the Owner's Lot or the Community Property that would result in the cancellation of insurance on any Lot or Dwelling Unit or on any part of the Community Property, or which would be in violation of any law.

6.19 **Use of Community Property.** The Community Property shall be used only in accordance with the purposes for which it is intended and no Owner or occupant shall hinder or encroach upon the lawful rights of other Owners or occupants. This restriction includes, but is not limited to, the following: (a) there shall be no obstruction of the Community Property and nothing shall be stored in or on the Community Property without the prior written consent of the Board of Trustees; (b) no Owner or occupant shall violate any provisions of this Declaration or the Rules or Regulations adopted by the Board of Trustees; (c) nothing shall be altered, constructed in, or removed from the Community Property except as otherwise provided in this Declaration or except with the prior consent of the Board of Trustees; and (d) the Community Property shall be kept free of rubbish, debris and other unsightly materials. The Community Center, after conveyed to the Community Association, shall be restricted solely to the use of the Community Association and of the Owners of Property within this Subdivision in accordance with rules and regulations adopted by the Board of Trustees.

6.20 **Unused Land.** Any unused land area on any part of the Property shall be maintained and kept free of weeds and other unsightly plants, brush, rubbish and/or debris.

6.21 **Subdivision.** No Owner other than Declarants shall take any action to reduce the size of or to subdivide any Lot.

6.22 Rental of Dwelling Units. No Owner, or such Owner's agent, shall lease to another any Dwelling Unit unless the lease is in writing, is for a period of at least one (1) year, is of the entire Dwelling Unit and expressly provided that the terms of the lease are subject in all respects to the provisions of this Declaration and the Rules and Regulations of the Board of Trustees. Dwelling Units shall not be rented for transient or hotel purposes, which shall be deemed to include any rental for a period of less than one (1) year.

6.23 Maintenance by Community Association. In addition to maintenance of the Community Property, the Community Association, through its Board of Trustees, shall have the right to provide exterior maintenance upon each Lot which is subject to assessment hereunder, for the maintenance and repair of the Condominium Common Property when the Owner thereof fails to keep up a reasonable level of such exterior maintenance. The cost of such exterior maintenance shall be assessed against the Lot or Dwelling Unit(s) upon which such maintenance is done, and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject hereunder, and as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided herein. For the purpose solely of performing such exterior maintenance, the Community Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours.

6.24 Authority of Declarants. Declarants, and their successors and/or assigns, shall undertake the work of developing all Lots included within the Property. The completion of that work, and the sale and disposal of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarants, Declarants' transferees, or the employees, contractors, or subcontractors of Declarants from doing on any part or parts of the Property owned and controlled by Declarants or Declarants' transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent Declarants, Declarants' transferees, or the employees, contractors, or subcontractors of Declarants from constructing and maintaining on any part or parts of the Property owned and controlled by Declarants or Declarants' transferees or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of Lots by sale or otherwise;

(c) Prevent Declarants, Declarants' transferees, or the employees, contractors, or subcontractors of Declarants from conducting on any part or parts of the Properties owned and controlled by Declarants or Declarants' transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of Lots by sale or otherwise; or

(d) Prevent Declarants, Declarants' transferees, or the employees, contractors, or subcontractors of Declarants from maintaining such sign or signs in any of the Lots owned or controlled by any of them as may be necessary in connection with the sale or otherwise disposal of the Property.

6.25 Rules and Regulations. The Board of Trustees may from time to time, by a majority vote of such Trustees, adopt rules and regulations to construe, clarify and apply the terms, conditions and provisions contained in this Declaration, whether or not the express authority to adopt such rules and regulations is contained herein. Notwithstanding the absence of any express authority contained in this Declaration, the Community Association may also adopt rules and regulations for such purposes, by a majority vote of its Members as exercised pursuant to Section 3.2 of this Declaration. Any adopted rules and regulations, whether originally or subsequently adopted by the Board of Trustees or by the Community Association through its Members, may be amended or rescinded by either a majority vote of the Board of Trustees or by a majority vote of the Members of the Community Association as exercised pursuant to Section 3.2 of this Declaration. Copies of Rules and Regulations shall be available to Owners upon request.

6.26 Failure to Comply. Failure to comply with any of the requirements of this Section 6 or of any rules and regulations adopted by the Board of Trustees or by the Community Association shall constitute a Default. A Default by any Owner, occupant or other person residing in, occupying or visiting a Dwelling Unit, Lot or Community Property at the request or with the implied or express permission of the Owner or any other occupant of the Lot or Dwelling Unit, or committed by any agent, employee, business invitee or contractor of the Owner or occupant of a Lot or Dwelling Unit, shall be attributed to that Owner or Lot. In the event of any such failure to comply, or threatened failure to comply, any Member of the Community Association or the Board of Trustees may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate this Section 6 or any such rules and regulations, either to prevent such person or persons from so doing or to recover damages for such violation.

6.27 Most Restrictive Provision Controls. Any conflict or variance between Section 6 of this Declaration and the covenants and restrictions of any Declaration of Condominium Ownership shall be resolved in favor of the most restrictive provision.

SECTION 7. ARCHITECTURAL CONTROL

7.1 **Architectural Review Committee.** Declarants shall appoint the Architectural Review Committee which shall consist of not less than three and not more than five people all of whom shall have architectural and/or building design experience.

7.2 **Rights of Declarants.** So long as Declarants own one or more Lots, Declarants shall have the right to appoint all members of the Architectural Review Committee. After Declarants no longer own any Lots, the Owners shall have the right to select members of the Committee by a simple majority vote of all Owners.

7.3 **Approval of Improvements Required.** Before any Owner may start or permit the construction or installation of any improvement on a Lot, the Owner shall first submit to the Architectural Review Committee for approval a complete set of building or installation plans for the proposed Improvement, including plans for grading, surface drainage and drainage swales; screening and/or fencing; complete building design and specification details with elevations and floor plans; original landscaping plans; driveway curb cut widths and locations; any underground utility or other installations; and any overhead wiring, cables or other above-ground installations including locations and dimensions of satellite dishes and/or poles. The Architectural Review Committee shall approve, reject or modify the plans in a writing sent to the Owner in question not more than thirty (30) days after the plans are submitted to the Committee. The Committee shall not unreasonably withhold approval of any plans that conform in every way with this Declaration and with the general character of the development on neighboring Lots within the Property. If the Committee fails to approve, disapprove or modify the plans within the above 30-day period, the Committee's approval shall be deemed to have been given, and no further permission shall be needed before the Improvements described in those plans may be constructed or installed. However, in no event shall any Improvements be constructed or installed that violate any terms of this Declaration even if the Committee has expressly approved the construction or installation in writing unless the Committee has granted a variance in writing for the Improvements pursuant to Section 8.

7.4 **Quality of Workmanship.** No Improvement shall be erected or permitted to remain on any Lot which does not have a quality of workmanship equal to or exceeding the workmanship of the existing similar type of Improvements located elsewhere within the Property.

7.5 **Time for Commencement and Completion.** All Improvements on any Lot shall be started within one year after the date they are approved under this Section 7 and shall be diligently performed so as to be completed within a reasonable time after the beginning of construction or installation.

7.6 **Exterior Requirements.** No building shall be constructed on any Lot unless its external design and color are in harmony with the other buildings of similar use located within the Property, including, but not limited to, any facade, siding, shingles, shutters, and landscaping.

7.7 **Condition of Site.** During construction or installation of any Improvement on a Lot, the Owner of that Lot shall cause the Lot to be kept free of unsightly accumulations of rubbish and scrap materials and shall cause all construction materials and any temporary structure to be maintained in a neat and orderly manner. All of those materials shall be removed from the Lot promptly after completion of the construction or installation.

7.8 **Absence of Liability.** Neither Declarants, the Architectural Review Committee nor any member of the Committee, nor any agent of Declarants or the Committee, shall be liable to any applicant under this Section 7, to any applicant for a variance under Section 8, or to any third party, for any damage, loss or expense suffered or claimed by the applicant or any third party on account of (a) any defect in plans or specifications submitted, revised, approved or rejected in accordance with the Protective Covenants or for any structural or other defects in any work done according to those plans and specifications; (b) the granting, modification or denial of any application or variance request in accordance with the Protective Covenants; or (c) the development of any part of the Property.

7.9 **Interpretation.** The Architectural Review Committee shall have the right to adopt and amend architectural and design standards to explain, amplify, define and interpret the provisions and purposes of this Declaration.

SECTION 8. VARIANCES

8.1 **Authority to Grant Variances.** To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of the Declaration, the Architectural Review Committee shall have the authority to grant reasonable variances from the provisions of Section 7, and, so long as Declarants own one or more Lots on the Property, Declarants may grant reasonable variances from the provisions of Section 7 of this Declaration. No variance shall materially injure or materially adversely affect any other part of the Property or any other Owner. The Board of Trustees shall have the authority to grant reasonable variances to rules and regulations adopted by it and/or the Community Association to avoid unnecessary hardship or to overcome practical difficulties.

8.2 **Waiver.** No variance granted pursuant to the authority of this Section 8 shall constitute a waiver of any provision of the Declaration as applied to any other party or any other part of the Property, and no variance may be granted to permit anything that is prohibited by applicable law.

8.3 **Other Provisions Apply.** All provisions of the Declaration not affected by the grant of a variance shall continue to apply with full force and effect to the Lot for which the variance is granted and to the balance of the Property.

SECTION 9. OWNER'S OBLIGATION TO REPAIR

9.1 **Obligation to Maintain and Repair.** The Owner or Owners of each Lot and Dwelling Units shall keep all Lots and the building and improvements on the Lot or Dwelling Unit, whether occupied or not, maintained at all times in good condition and repair.

SECTION 10. OWNER'S OBLIGATION TO REBUILD

10.1 **Obligation to Rebuild; Time Limits.** If all or any portion of a building or a Dwelling Unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner(s), with all due diligence, to rebuild, repair, or reconstruct such building or Dwelling Unit in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners.

SECTION 11. EASEMENTS RESERVED ACROSS LOTS

11.1 **Utility Easements.** Declarants reserve for the benefit of Declarants, all Owners and all suppliers of public utilities the easements shown on the recorded plat for Tower Lakes Subdivision for the installation, use, maintenance, repair and replacement of utilities and drainage systems and facilities. No Improvement may be placed on any part of the Property that will materially impede the free and normal use of those easements.

11.2 **Right of Entry.** Declarants reserve the right and easement for themselves, their successors and assigns, to enter upon the easement areas shown on the plat(s) of Property in order to install, maintain, repair, use and/or replace pipes, wires, antennae, cables, towers, conduits and other lines, systems and/or facilities for the purpose of providing water, sanitary sewer, storm sewer, electrical, gas, telephone, television and other utility or quasi-utility services to any part of the Property.

11.3 **Entrance Walls.** Declarants reserve for the benefit of the Declarants, their successors and assigns, the Association, and all Owners the right and easement to such portions of Lots No. 22790 and 22795 of the consecutively numbered lots of the City of Mansfield where the decorative walls exist on the south ends of said lots, together with such areas surrounding said walls as are reasonably necessary to maintain, repair, reconstruct, replace and make improvements thereto, including without limitation mowing, trimming,

fertilizing, and landscaping around said walls and between said walls and Straub Road.

11.4 **Easements Appurtenant.** The easements and rights granted and/or reserved in this Declaration are easements appurtenant, running with the land which comprises a part of the Property, perpetually in full force and effect.

SECTION 12. ENFORCEMENT AND REMEDIES

12.1 **Right of Enforcement.** Declarants, the Architectural Review Committee, the Board of Trustees and/or any Owner shall have the right to enforce the Protective Covenants at law or equity by prosecuting any proceeding against the party or parties violating or attempting to violate any one or more of the Protective Covenants. This right of enforcement shall include the right to recover damages and/or to seek injunctive relief to prevent the violation of any one or more of the Protective Covenants.

12.2 **Nuisances.** Any action or omission which violates any provision of this Declaration is declared to be a nuisance. Every remedy allowed by law or equity against an Owner shall be applicable in case of any such violation and may be exercised by Declarants, the Architectural Review Committee, the Board of Trustees and/or any other Owner.

12.3 **Right of Entry.** In addition to the rights stated in paragraphs 12.1 and 12.2 above, the Declarants, so long as it owns one or more Lots, and/or the Architectural Review Committee, shall have the right to enter upon any part of the Property at any reasonable time to inspect for a possible violation of the Protective Covenants. Where the inspection shows that a violation of the Protective Covenants exists, Declarants and/or the Committee shall then have the right to abate and remove any structure, thing or condition causing the violation at the expense of the Owner of the Lot where the violation exists, without any liability to the Owner for trespass or any other claim resulting from the entry.

12.4 **Cumulative Remedies.** The remedies specified in this Section 12 are cumulative and do not preclude resort to any other remedy at law or in equity by any party adversely affected by any violation of the Protective Covenants or this Declaration.

12.5 **Costs of Enforcement.** In any proceeding for the enforcement of any of the provisions of this Declaration or for the restraint of a violation of any such provision, the losing party shall pay all of the attorney's fees and court costs of the prevailing party in such amount as may be fixed by the Court in the proceedings.

12.6 **Waiver.** No delay or failure on the part of any aggrieved party to pursue any available remedy with respect to a violation of any provision of this Declaration shall be held to be a waiver by that party of, or an estoppel of that party to assert, any right available to the party upon the recurrence or continuation of the violation or the occurrence of any

different violation. No provision of this Declaration shall be construed so as to place upon the Declarants or any other aggrieved party any duty to take any action to enforce this Declaration.

SECTION 13. ADDITIONS TO THE PROPERTY BY DECLARANTS

13.1 **Additional Property.** Declarants may at any time and from time to time add all or any part of the Additional Property as described in Section 2.1 (D) hereof and depicted in Exhibit A attached to this Declaration to the Property by recording an amendment to this Declaration containing an accurate and complete description of the real property so added without the necessity of joining any Owners as parties to such amendment. Upon recording any such amendment, (i) all of the provisions of this Declaration shall apply to that part of the Additional Property in the same manner as if such property had been originally covered by this Declaration and (ii) all of the Covenants and Restrictions shall run with such Additional Property and shall be binding upon and inure to the benefit of Declarants, all Owners and their respective successors in interest to any part of that land. This provision shall not be construed to prohibit Declarants from adopting additional or different restrictive covenants that apply only to the Additional Property (or the portion of the Additional Property added to this Declaration) or otherwise modifying the Covenants and Restrictions with respect to the Additional Property (or applicable portion of the same).

13.2 **Alternative Additional Property Provisions.** As an alternative to Paragraph 13.1 above, Declarants may at any time and from time to time add and submit additional real property to the Declaration without the necessity of joining any Owners as parties in the following manner:

(A) By preparing and filing with the Richland County Recorder a plat or plats of future phases of Tower Lakes with specific reference to the fact that all lots so platted are subject to the terms and conditions of the Declaration of Covenants and Restrictions for Tower Lakes Subdivision, City of Mansfield, Richland County, Ohio, recorded in Official Records Volume 516, Pages 08 thru 25 and all amendments and modifications thereto, and,

(B) By making specific reference in any deed or conveyance of a platted lot and any interest therein that the conveyance is subject to the terms and conditions of the Declaration of Covenants and Restrictions for Tower Lakes Subdivision, City of Mansfield, Richland County, Ohio, recorded in Official Records Volume 516, Pages 08 thru 25 and all amendments and modifications thereto.

Upon recording the above documents, all of the additional property and lots so platted and/or conveyed shall be subject to all of the provisions of the Declaration in the same manner as if originally covered by the Declaration and all of the Covenants and Restrictions of the Declaration, including any amendments or modifications thereto shall run with such additional property and shall be binding upon and inure to the benefit of the Declarants, and all Owners and their respective successors, grantees and assigns. This provision shall not be construed to prohibit Declarants from adopting additional or different restrictive covenants that apply only to the additional property or otherwise modifying the Covenants and Restrictions with respect to such additional property.

SECTION 14. AMENDMENTS

14.1 **Purpose and Manner.** The Declaration of any provisions contained herein may be amended for any purpose other than the purposes described in Section 13 (Additions to the Property by Declarants) only by recording with the Recorder of Richland County, Ohio the desired amendments approved by not less than a vote of seventy-five per cent (75%) of a quorum of the Owners and executed by the President and Secretary of the Association and, if Declarants still own one or more Lots, also approved and executed by Declarants. For purposes of this Section, a quorum of the Owners shall constitute the presence of at least fifty-one per cent (51%) of the Owners by personal attendance or by proxy.

14.2 **Prospective Effect.** No amendment of this Declaration shall (a) require any change in any pre-existing structure or other improvement which is in compliance with the provisions of Sections 6.2, 6.3, 6.4 and 7 immediately prior to the effective date of the amendment; or (b) require any change in a use complying with the provisions of Section 6 as of the date immediately preceding the effective date of the amendment, without the written consent of each party so affected or required to make any such change.

SECTION 15. DURATION; TERMINATION

15.1 **Duration.** These Protective Covenants and Restrictions shall run with the land and shall inure to the benefit of, and be enforceable by and against the Community Association, the Declarants and any other Owner within Tower Lakes Subdivision, their respective legal representatives, heirs, devisees, successors and assigns, for a period of twenty-five (25) years after these Covenants are recorded, after which time the Covenants and Restrictions shall be automatically renewed for successive periods of ten (10) years each, unless modified or cancelled, effective on the last day of the then current term or renewal term, at a meeting of the Members by the affirmative vote of Members entitled to exercise three-fourths (3/4) of the voting power of the Community Association.

15.2 **Termination.** This Declaration may be terminated at any time with respect

to all of the Property by recording a written instrument providing for such termination executed by not less than 80% of the Owners and, if Declarants then own one or more Lots, by Declarants.

SECTION 16. ASSIGNMENT OF DECLARANTS' RIGHTS AND DUTIES

16.1 **Right to Assign; Assumption of Duties.** Declarants may assign any and/or all of its rights, powers and reservations under this Declaration to any other party who will assume the duties of Declarants pertaining to the rights, powers and/or reservations assigned. Such assignment of rights, powers and/or reservations and the assumption of related duties by the assignee shall be set forth in writing, and such written instrument shall be recorded.

16.2 **Assignee of Declarants.** The term "Declarants" as used in this Declaration shall include any such assignee and the assignee's successors and assigns with respect to the rights, powers and/or reservations actually assigned and the duties and obligations assumed.

16.3 **Appointment of Successor.** If at any time the Declarants cease to exist without having made an assignment pursuant to this Section 16, a successor Declarant may be appointed by the written consent of not less than 75% of the other Owners.

SECTION 17. GENERAL PROVISIONS

17.1 **Severability.** If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any of the other provisions of this Declaration. All of the other provisions shall continue unimpaired in full force and effect.

17.2 **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, post paid, to the last known address of the person who appears as Member or Owner on the records of the Community Association at the time of such mailing.

17.3 **Waiver.** The failure of Declarants, the Community Association, any Owner, or their legal representatives, heirs, successors or assigns, in any one or more instances, to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such right or privilege, including the right to cure any default, but the same shall continue and remain in full force and effect as if no forbearance had occurred.

17.4 **Headings.** The headings of the Sections and such sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

IN WITNESS WHEREOF, the Declarants and Owners of Property in Tower Lakes Subdivision and Tower Lakes Association, Inc. have executed this Amendment to the Declaration of Covenants and Restrictions on the day and year first above written.

Signed in the presence of:

DECLARANTS:

Walter W. Hunsinger

Linda K. Hunsinger

TOWER LAKES ASSOCIATION, INC.

By _____

OWNERS - See following pages ____ through ____.

STATE OF OHIO

SS:

COUNTY OF RICHLAND

Before me, a Notary Public in and for said County and State, personally appeared the above-named Walter W. Hunsinger and Linda K. Hunsinger, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Mansfield, Ohio, this _____ day of _____, 2006.

STATE OF OHIO

SS:

COUNTY OF RICHLAND

Before me, a Notary Public in and for said County and State, personally appeared _____, President of Tower Lakes Association, Inc., an Ohio corporation, who represented that he is duly authorized in the premises, and who acknowledged that he did sign the foregoing instrument and that the same is his free act and