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Summit Fiscal Officer KRISTEN M. SCALISE, CPA, CFE
Recording Fee: $638.00 Recorded 05/29/2026 10:00:15 AM

AMENDED AND RESTATED

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

FOR

VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION RECORDED AT OFFICIAL RECORD VOLUME 2014, PAGE 786 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 5/29/26

BY: kristen scalise summit county fiscal officer shouk

FISCAL OFFICER

AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION

RECITALS

A. The Declaration of Easements, Covenants and Restrictions for Villas of Hudson Homeowners' Association (the "Declaration") and the Bylaws of Villas of Hudson Homeowners' Association (the "Bylaws"), Exhibit D the Declaration, were recorded at Summit County Records, Official Record Volume 2014, Page 786 et seq.

B. This Amended and Restated Declaration of Easements, Covenants and Restrictions for Villas of Hudson Homeowners' Association (the "Amended and Restated Declaration") incorporates the Declaration and Bylaws, the First Amendment to the Declaration recorded on June 12, 2003 at Instrument No. 54888372, the Second Amendment to the Declaration recorded on October 16, 2003 at Instrument No. 54959543, the Third Amendment to the Declaration recorded on May 19, 2004 at Instrument No. 55050384, the Fourth Amendment to the Declaration recorded on May 2, 2006 at Instrument No. 55317104, the Fifth Amendment to the Declaration recorded on November 2, 2009 at Instrument No. 55662017, the Sixth Amendment to the Declaration recorded on July 15, 2014 at Instrument No. 56059887, the Seventh Amendment to the Declaration recorded on June 4, 2021 at Instrument No. 56646562, and the Eighth Amendment to the Declaration recorded on October 21, 2025 at Instrument No. 56980348 of the Summit County Records (all the foregoing amendments are collectively referred to as the "Amendments"). The result is a single text that is written as if the text of the above-referenced Amendments had been included in the Declaration and Bylaws.

C. This Amended and Restated Declaration has been prepared at the direction of the Association for the convenience of the as well as for prospective purchasers of Lots within Villas of Hudson Homeowners' Association.

D. With the exception of the removal of obsolete references that are no longer substantively applicable, as permitted by the Amendment to the Declaration recorded October 21, 2025Owners and prospective Owners are reminded that this restatement of the Declaration and Bylaws does *not* materially alter the Declaration, the Bylaws, and previously recorded Amendments. The Declaration and Bylaws are available for review at the Summit County Recorder's Office. Any

inconsistency between the Declaration and this Amended and Restated Declaration will be resolved in favor of the Declaration.

The Declaration and Bylaws are amended and retyped as attached.

The Villas of Hudson Homeowners' Association has caused the execution of this instrument this 20th day of May, 2026.

VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION

By: _____
ERIC W. THOMAS, President

STATE OF OHIO)
) SS
COUNTY OF Summit)

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Villas of Hudson Homeowners' Association, by **Eric W. Thomas**, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of the corporation and the free act and deed of him personally and as such officer.

I have set my hand and official seal this 20 day of May, 2026.

_____
NOTARY PUBLIC

Place notary stamp/seal here:

NOTARIAL SEAL STATE OF OHIO

Michael Kane
Notary Public, State of Ohio
My Commission Expires:
July 7, 2029

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
ohiocondolaw.com

The Villas of Hudson Homeowners' Association has caused the execution of this instrument this 19th day of May, 2026.

VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION

By: Marilyn J Orr, Secretary
MARILYN J. ORR, Secretary

STATE OF OHIO)
) **SS**
COUNTY OF Summit)

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Villas of Hudson Homeowners' Association, by **Marilyn J. Orr**, its Secretary, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of the corporation and the free act and deed of her personally and as such officer.

I have set my hand and official seal this 19 day of May, 2026.

Kelsey Logston
NOTARY PUBLIC

Place notary stamp/seal here:

NOTARIAL SEAL
STATE OF OHIO

KELSEY LOGSTON
Notary Public, State of Ohio
My Commission Expires:
December 02, 2029

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
ohiocondolaw.com

AMENDED AND RESTATED DECLARATION

OF

EASEMENTS, COVENANTS AND RESTRICTIONS

FOR

VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION

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AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR VILLAS OF HUDSON HOMEOWNERS' ASSOCIATION

THIS DECLARATION was made as of the 5th day of September 1995, by Villas of Hudson, Inc. (the "Declarant"), and Villas of Hudson Homeowners' Association, a non-profit Ohio corporation.

RECITALS:

A. Declarant was the owner of real property located in the City of Hudson, Ohio, shown on the drawing attached hereto as Exhibit A and legally described in Exhibit B attached hereto. Declarant developed the Property (as hereinafter defined) as a residential community and common elements for use in common by the entire Villas of Hudson community.

B. This Declaration provides the legal requirements necessary (a) to permit occupants of Villas of Hudson to go upon, pass over, enjoy and relax in all of the Common Elements (as hereinafter defined), (b) to create an association whereby community members will be permitted, and encouraged, to participate in policy-making decisions and in the management of the Common Elements, (c) to provide for payment of the costs and expenses necessary to maintain and preserve the Common Elements, and (d) to establish high standards for the use and maintenance of residences and Common Elements so that the character of Villas of Hudson will be preserved.

DECLARATION:

NOW, THEREFORE, Declarant declared that the Property shall be owned, held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, assessments, charges and liens (collectively, the "Covenants and Restrictions") provided in this Declaration, which Covenants and Restrictions shall run with the land and shall be binding on and inure to the benefit of all persons having any right, title, or interest in any part of the Property, their heirs, personal representatives, successors and assigns.

ARTICLE I
RECITALS: PROPERTY SUBJECT TO THIS DECLARATION

1.1 Recitals. The Recitals are incorporated in and made a part of this Declaration.

1.2 Property. The Property which is and shall be owned, held, transferred, sold, conveyed, used, and occupied subject to this Declaration is the real property described in Exhibit B attached hereto.

ARTICLE II
EXHIBITS AND DEFINITIONS

2.1 Exhibits. The following exhibits are attached to and made a part of this Declaration:

Exhibit A: A copy of the drawing of Villas of Hudson.

Exhibit B: The legal description of the Property.

Exhibit C: The Articles of Incorporation of Villas of Hudson Homeowners' Association filed with the Secretary of State of the State of Ohio.

Exhibit D: The Bylaws of the Villas of Hudson Homeowners' Association.

2.2 Definitions. The following definitions are applicable to this Declaration:

(a) "Villas of Hudson" means the residential community described in Recital A to this Declaration and all of the Property, as it may be enlarged.

(b) "Assessments" means the share of Common Costs referred to in Section 10.1, and special assessments as permitted herein, together with "Other Charges" which are from time to time levied by the Board and are required to be paid by an Owner. "Other Charges" shall include, without limitation, (i) interest upon each Assessment and Other Charges as determined from time to time by the Board, but in no event greater than the highest legal rate which may be charged

to an individual without being usurious (but not greater than fifteen percent (15%) per annum) from the date the Assessments or Other Charges first become due to the date it is paid in full; and (ii) the reasonable costs of collection of any unpaid Assessments and Other Charges (including court costs and reasonable attorneys' fees and disbursements of counsel).

(c) "Association" means Villas of Hudson Homeowners' Association, an Ohio non-profit corporation, its successors and assigns, created to govern, operate, control and administer Villas of Hudson, including, without limitation, the Common Elements, and to supervise and enforce the Covenants and Restrictions.

(d) "Board" means the Board of Directors of the Association.

(e) "City" means the City of Hudson, Ohio, a municipal corporation organized and existing under the laws of the State of Ohio.

(f) "Common Element" and "Common Elements" means that portion of the Property (including the improvements thereto and facilities thereon) designated for ownership by the Association for the common use and enjoyment of the Members. The Common Elements to be owned by the Association is described as follows: all portions of the Property excluding (i) any roadway originally dedicated by Declarant and accepted by the municipality and (ii) subject to the following exception, Lots. Notwithstanding the foregoing, any portion of a Lot that is exterior to the exterior walls of the buildings in which the Homes are located shall be Common Elements.

(g) "Declarant" means Villas of Hudson, Inc., and its successors and assigns.

(h) "Declaration" means this Declaration of Easements, Covenants and Restrictions.

(i) "Home" means a building or a part of a building providing separate and complete living, cooking, sleeping, bathing and toilet facilities for one family.

(j) "Lot" means any sublot shown on the drawing attached hereto as Exhibit A (as same may be amended or modified) upon which a Residence is intended to be constructed and which is or will be treated by the Auditor of Summit County, Ohio, as a separate tax parcel for the purpose of assessing real property

taxes. The location and dimensions of each Lot and the number of Lots in the aggregate are subject to amendment and modifications by modification or amendment hereof and/or by the filing of an amended plat with the appropriate governmental offices.

(k) "Member" means an Owner of a Lot in the Association.

(l) "Occupant" means a natural person who resides in a Residence.

(m) "Owner" means any Person who holds part or all of the record title to a Lot or to a leasehold estate in any Lot having an initial term of fifty (50) years or more. The word "Owner" shall not include (i) any Person holding, whether or not of record, a non-possessory future interest to a Lot or to a leasehold estate in a Lot having an initial term of less than fifty (50) years; and (ii) any Person having an interest merely as security for the payment of or performance of an obligation unless and until said Person all have acquired title pursuant to foreclosure or any act or proceeding in lieu of foreclosure. In the case of a land installment contract, the vendee shall be deemed the Owner, absent an agreement between vendor and vendee otherwise.

(n) "Ownership Interest" means the fee simple interest of any Owner of a Lot, Home, Residence, or any other land or real property within the Property or the leasehold estate of an Owner having an initial term of fifty (50) years or more therein.

(o) "Person" means a natural person, corporation, partnership, limited partnership, trust and any other legal entity to which the law attributes the capacity of holding title to real property.

(p) "Property" means the land shown on the drawing attached hereto as Exhibit A and legally described in Exhibit B constituting Villas of Hudson in its entirety.

(q) "Proportionate Share" means an equal share to each Owner of a Home.

(r) "Residence" means a constructed Home located within Villas of Hudson.

(s) "Rules" means such rules and regulations to govern the operation and use of the Common Elements and any other Property owned by the Association as may be adopted from time to time by the Board to implement and carry out the provisions and intent of this Declaration.

(t) "Tenant" means a Person living in and having a possessory leasehold interest in a Residence, other than an Owner.

ARTICLE III
EASEMENTS

3.1 Utility Easements. The Association shall have the right to install, operate, use, maintain, repair and replace or grant to any other Person the right to install, operate, use, maintain, repair or replace, in, on, over or under any portion of Villas of Hudson determined by the Association, any pipes, conduits, ducts, wires, television cables and equipment, and utility lines to provide or furnish electricity, telephone, television and other communications, sanitary sewers and storm sewers, drainage, gas, water, energy of all types and utility services of all types to or for the benefit of one or more Owners and/or the Association, and the Association shall have the right to do all things reasonably necessary in connection therewith.

3.2 Access and Right-of-Way. The Association, its agents, contractors and employees, and all Owners and Occupants, their families, guests, licensees, invitees, mortgagees and lessees, shall have the perpetual and non-exclusive right of ingress, egress, access and passage to, from and over all portions of the Common Elements (including, without limitation, all private roads) subject to Rules adopted by the Association.

3.3 Encroachments. Easements for encroachments caused by inaccuracy of survey or in construction or reconstruction of any building or Common Elements or caused by settlement or movement, and including easements for the maintenance and use of the encroaching improvements in favor of each Owner, and the Association are hereby created, provided such encroachments are not intentionally created. Encroachments created by the initial construction of Homes by Declarant will be acceptable to all Owners even if created intentionally by Declarant.

3.4 Support Easements. Cross easements for support and use of any common structural elements in favor of the Association and the Owners of Homes which utilize common structural elements are hereby created for so long as the building or structure stands, including the continued use, benefit, enjoyment, support and service, and the right of maintenance, repair, replacement and access to said common structural elements.

3.5 Right of Entry for Repair, Maintenance and Restoration. The Association shall have a right to entry and access to, over, upon and through all the Property, including each Home and the Common Elements, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Property. In the event of an emergency, the Association's right of entry to a Home may be exercised without notice; otherwise, the Association shall give the Owners or Occupants of a Home no less than twenty-four (24) hours advance notice prior to entering a Home.

3.6 Construction in Easements. No structure, planting or other material shall be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Board to maintain the same, and its right to delegate that right to a public authority or utility.

3.7 General. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Home or Lot.

ARTICLE IV
PARTY WALLS

4.1 Use. The acceptance and use of party walls shall be governed by the following provisions:

(a) Every Owner who shall accept or receive any instrument of conveyance of a Lot by acceptance of title to his or her Lot, shall be deemed to have accepted the party wall covenants set forth in this Article IV.

(b) Each wall which is built as a part of the original construction of a Home and forming a common wall or boundary between two Homes shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article IV, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

(c) The Owners of Homes divided by a party wall shall have the right to use it jointly. The term "use" shall and does include normal interior usage such as paneling, wiring, piping, and other normal interior wall usages (but not in such a manner as to detrimentally and materially affect the use by the other party) plastering, painting, decorating, erection of tangent walls and shelving, hanging of mirrors and artwork, but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original materials forming the other side of the party wall or which is not consistent with the foregoing.

4.2 Modification of Party Wall. The modification of any party wall shall be governed by the following provisions:

(a) Neither Owner of a Home sharing a party wall may extend or increase the height of the party wall except upon the written approval of the other Owner and holders of any mortgages on both Homes. No such extension or increase in height may be made which impairs the strength or injures the existing wall or the foundations of the building. No such extension may be made above the roof line of the building without the prior written approval of the other Owner and the Board.

(b) In the event of such extension or increase in the height of the wall, the other Owner shall have the right to use the extended or heightened part of the wall by paying to the constructing party one-half (1/2) of the cost of such part of the wall as he shall use.

(c) Any extension or increased height of the wall shall be a party wall, become part of the existing wall and be subject to the terms hereof.

4.3 Damage and Insurance. The maintenance, repair and insurance of party walls shall be governed by the following provisions:

(a) In the event of damage or destruction of a party wall from any cause whatsoever, other than the negligence or willful misconduct of either Owner sharing the party wall, the Owners sharing the party wall shall, at their own expense, repair or rebuild said wall, and each Owner shall have the right to full use as herein contained of said wall so repaired or rebuilt. If either Owner's (or their family's, guest's, invitee's, licensee's or lessee's) negligence or willful misconduct causes damage or destruction of said wall, such Owner shall bear the entire cost of repair or reconstruction. If either Owner shall refuse to pay such Owner's share, or all of such cost in the case of negligence or willful misconduct, the other Owner may have such wall repaired or reconstructed and shall be entitled to a lien on the Lot of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement costs. If either or both Owners shall give a mortgage upon such Owner's Home, then the mortgagee shall have the full right to exercise the rights of its mortgagor as a party hereunder and, in addition, the right to add the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by its mortgagor.

(b) Each Owner sharing a party wall shall obtain special form insurance on such Owner's Home which at all times shall be in an amount equal to the replacement cost of said Home, such policy to provide coverage for any damage to the party wall.

(c) All repairs or rebuilding shall be in accordance with the plans and specifications of a registered architect or engineer and in conformity with the applicable building codes.

4.4 Non-Use. If either Owner shall cease to use the wall as a party wall, such Owner shall be deemed to have abandoned all rights thereto, and the wall shall become the property of the other Owner who shall have an easement upon the land under the wall so long as the wall shall be used by such Owner.

4.5 Access. The rights of access to party walls shall be governed by the following provisions:

(a) In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Home shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a reasonable and workmanlike manner, and consent is hereby given to enter at reasonable times adjacent property to make any necessary repairs and reconstruction. The party entering the adjoining Lot shall be liable for all damages arising from the entering party's (or its agents, contractors or employees) entry upon said adjoining Lot.

(b) Each Owner is licensed by the other to enter upon the other's Home or Lot to make repairs or rebuild the wall at reasonable times, upon prior notice and taking all necessary precautions so as to avoid damage to the other Home of Lot. The entering Owner shall be liable for all such damage.

4.6 Other Use. Each Owner sharing a party wall shall have the full right to use the party wall for the support beams and structural materials or in any other lawful manner not prohibited hereby; provided, however, that such use shall not injure, impair the strength of, or endanger the wall, foundation or other portion of the Home of the other Owner, and shall not impair or endanger the party wall benefits and supports to which the adjoining Home is entitled. All further use shall be subject to the terms of this Article IV.

4.7 Application. This Article IV shall be deemed to apply to a party wall built in connection with the original construction of two Homes and to all extensions and replacements thereof.

ARTICLE V
RESTRICTIONS ON CHANGE OF EXTERIOR OF HOMES - COMMON ELEMENTS

5.1 Restriction on Change of Exterior of Homes. No Owner, Occupant or guest of an Owner or Occupant shall make any material change in the exterior walls or roof of any Home or in the landscaping adjacent to a Home without first obtaining the prior consent of the Board; provided, however, that nothing herein shall prevent or prohibit an Owner or Occupant from planting flowers, plants or small shrubbery within three (3) feet of the exterior of his Home without the consent of the Board. An Owner shall not place within the exterior of such Owner's Lot any swing sets and other installations unless in accordance with Rules which may be adopted by the Board or unless the Board determines that such installation does not (a) adversely affect Villas of Hudson, (b) create a safety or nuisance

hazard, and (c) have an unsightly appearance; provided, however, that nothing herein shall prevent or prohibit an Owner from placing a gas grill within the exterior of such Owner's Lot as long as such Owner complies with the Rules, if any, adopted by the Board in connection therewith.

5.2 Restrictions on Change of Common Elements. No Owner, Occupant or guest of an Owner or Occupant shall construct any building or structure, make any installation in, or in any manner change any portion of the Common Elements, without the prior consent of the Board.

ARTICLE VI
COVENANTS, CONDITIONS AND RESTRICTIONS

6.1 Covenant of Good Maintenance. To the degree of responsibility herein assigned, each Owner, Occupant, and the Association shall keep and maintain all land located within the Property owned, leased or controlled by such Person and all improvements, buildings and structures therein or thereon, in a clean and safe condition, in good order and repair, attractive looking and neat, including, but not limited to the seeding, watering, and mowing of all lawns; the pruning and cutting of all trees, shrubbery and grass, the painting (or other appropriate external care) of all buildings, structures and other improvements located thereon, and in accordance with applicable building, fire and health codes, all in a manner and with such frequency as is consistent with good property management.

6.2 Temporary Structures. No temporary building, trailer, tent, shack, garage, barn or other outbuilding shall be constructed or maintained, temporarily or permanently, on any part of the Property.

6.3 Vehicles. No boat, truck, trailer, airplane, junk car, unlicensed vehicle, or recreational vehicle shall be parked on any part of the Property, except that a boat, truck, trailer or recreational vehicle may be parked within the appurtenant entrance driveway of a Home for the limited purpose of loading or unloading the same in an expeditious manner. In no event shall any vehicle or personal property of any kind be parked in the common drive, if any, shown on the drawing attached hereto as Exhibit A, unless authorized in advance in writing by the Board. Licensed automobiles in working condition may be parked in the confines of a Home's garage, in the appurtenant entrance driveway of a Home, and in the parking areas, if any, designated by the Board.

6.4 Fences, Walls, Hedges, Etc. Fences, walls, trees, hedges and shrub plantings shall be maintained in a sightly and attractive manner. No such fence, wall, tree, hedge or shrub planting shall be placed or maintained in such manner as to obstruct the right-of-way sight lines for vehicular traffic.

6.5 Offensive Activities. No noxious or offensive activity shall be conducted upon any portion of the Property, or upon the Common Elements, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant.

6.6 Animals. Except as hereinafter provided, no animals, birds, rabbits, livestock, fowl, reptiles or poultry of any kind shall be raised, bred or kept in any Home or on the Common Elements. Notwithstanding the foregoing, dogs (excluding, however, any dog of vicious breed as further described below), cats, caged (including bird cages and fish tanks) or other household domestic pets, not kept, bred or maintained for commercial purposes, may be maintained in any Home, provided that:

(a) no more than two (2) pets may be maintained in any Home;

(b) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to prohibit pets entirely, to place reasonable limitations on the number and type of such pets, and to levy enforcement charges against persons who do not clean up after their pets; and

(c) the right of an Occupant to maintain an animal in a Home shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Villas of Hudson or other Homes or occupants.

(d) any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property subject to these restrictions upon three (3) days written notice from the Board of Directors of the Association; and provided further that they are not permitted in any area of the Property other than the Homes unless they are on a hand-held leash, being carried, or otherwise transported and they are permitted only on those portions of the Property as shall have been designated for them by the Board.

The term "household pet" does not include "exotic" animals as defined by the Board from time to time, including, but not limited to any snakes, other reptiles, exotic breeds, or wild hybrids. No Doberman, Rottweiler, Presa Canario, any dog commonly known as a pit bull, and any mixed breeds of the foregoing (collectively "Prohibited Dogs") may be kept, harbored, or permitted to remain on any part of the Property for any length of time. Any "exotic" animal or Prohibited Dog kept on the Property prior to the recording of the amendment recorded at Instrument No. 55662017 on November 2, 2009, shall be "grandfathered" and permitted to remain on the Property until its demise or relocation off the Property, at which time it may not be replaced. If an animal is considered "exotic" or a Prohibited Dog, as determined by the Board, the Owner must obtain and maintain liability insurance of at least $500,000.00 per occurrence and provide proof of such insurance to the Association within thirty (30) days of any written request from the Board.

A "vicious dog" means a dog that: (1) caused injury, including death, to any person or (2) has killed another pet. Upon the Board's determination that a given dog is a vicious dog, such dog is prohibited from being kept, harbored, or permitted to remain on any part of the Property for any length of time.

6.7 Storage of Material and Trash Handling. No lumber, metals, bulk material, refuse or trash shall be burned, whether in indoor incinerators or otherwise, kept, stored or allowed to accumulate on any portion of the Property, except normal residential accumulation pending pick-up and except building materials during the course of construction or reconstruction of any building or structure. If trash or other refuse is to be disposed of by being picked upon and carried away on a regular reoccurring basis, containers may be placed and permitted to remain in the open only on any day that pick-up is to be made, so as to provide access to persons making such pick-up. At all other times such containers shall be stored in garages or in other interior areas expressly designated by the Board for such purpose. No dumping shall be permitted on any part of the Property.

6.8 Pipelines and Drilling. No water pipe, gas pipe, sewer pipe, or drainage pipe shall be installed or maintained on any portion of the Property above the surface of the ground, except hoses and movable pipes used for temporary irrigation purposes. No portion of the surface or subsurface of the Property shall be used for the purpose of boring, mining, quarrying, exploring, or removing oil, gas or other hydrocarbons, minerals, gravel or earth.

6.9 Home Uses. Except as otherwise specifically provided in this Declaration or by Rules developed in accordance with this Declaration, no Home shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping Home, and uses customarily incidental thereto, provided, however, that no Home may be used as a group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Home), making professional telephone calls or corresponding, in or from a Home, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions.

6.10 Firearms; Preservation of Wildlife. Firearms, ammunition, and explosives of every kind shall not be discharged, nor shall any traps or snares be set, nor shall any fishing, hunting, or poisoning of wildlife of any kind be permitted in or upon the Property, except for rodent control or except upon prior written approval of the Board.

6.11 Control of Trucks and Commercial Vehicles. Other than during the construction or reconstruction of the Homes, no tractor trailers, commercial tractors, commercial vehicles, road machinery or excavating equipment shall be permitted to remain on any portion of the Property for any period of time whatsoever, except while making deliveries or performing services thereon and except as necessary for the construction, reconstruction or repair of buildings or structures. The Board shall have the right to adopt Rules with respect to the use or storage of such vehicles on the Property.

6.12 Use of Common Elements. The Common Elements shall be used in common by Owners and Occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Homes. Unless expressly provided otherwise herein, no Common Elements shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Owners and Occupants. No Person shall use the Common Elements or shall construct, install or permit anything to remain in the Common Elements, except as is expressly permitted by this Declaration and as set forth in the Rules.

Notwithstanding anything to the contrary herein contained, each Owner shall have exclusive use of the portion of the Common Element, if any, which consists of a contiguous patio and concrete pad and other improvements within the patio and the driveway extending immediately in front of the garage serving that Home to the curb of the roadway.

6.13 Repair or Removal of Damaged Property. In the event that any improvement, building or structure within the Property shall be damaged or destroyed by any event, casualty or occurrence, whether intentional or unintentional, the Owner thereof shall promptly either (a) commence the repair or rebuilding of said improvement following such damage or destruction and thereafter diligently and continuously complete the same, or (b) raze said improvement, building or structure and remove all rubble and debris from the area within sixty (60) days following such damage or destruction; provided, however, that if any facility located on the Common Elements shall be damaged or destroyed, such facility shall be repaired or restored unless the damage or destruction is not covered by insurance and the cost of such repair or restoration is fifty percent (50%) or more of the replacement value thereof, in which event the Board may decide not to rebuild or restore said damage or destroyed facility. The Board shall have the right as provided in Section 9.1(a)(viii) to determine not to restore any Common Element which is damaged, whether or not the same is covered by insurance.

6.14 Impairment of Structural Integrity of Homes. Nothing shall be done in any Home or in, on or to any Lot or Common Element which will impair the structural integrity of any Home.

6.15 Hazardous Uses and Waste. Nothing shall be done or kept in any Home, on any lot, or on the Common Elements which will increase the rate of insurance applicable for the residential use of any Home and the contents thereof, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Home or in the Common Elements which will result in the cancellation of insurance on his Home or any other Home, or on the contents thereof, or which would be in violation of any law. No waste of any of the Property shall be committed.

6.16 Laundry. No clothes, sheets, blankets, or laundry of any kind shall be hung out or exposed to view from any part of the Common Elements.

6.17 Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, curtains, or louvered blinds) or placed on the outside walls of a building or otherwise outside of a Home, or any part thereof, and no sign, awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, or in, on, or over a patio or balcony, unless authorized by the Board or Rules adopted in accordance herewith.

6.18 Renting or Leasing. Except as stated below, no Home or any part thereof shall be leased, let or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment or any other purpose. The purpose of this restriction is to create a community of resident Home Owners, subject to the following:

(a) This prohibition does not apply to: A) Homes that are occupied by the parent(s) or child(ren) of the Owner; or, B) any Owner leasing his/her Home at the time of the recording of the amendment recorded at Instrument No. 54959543 on October 16, 2003, with the County Fiscal Office, and who has registered his/her Home as being leased with the Association within three (3) months of the recording of that amendment, said Home Owner shall continue to enjoy the privilege of leasing that Home until the title to said Home is transferred to a subsequent Owner.

(b) To meet a special situation and to avoid an undue hardship or practical difficulty, the Board shall grant permission to an Owner to lease his/her Home to a specified lessee for a one-time period not less than six (6) consecutive months nor more than twenty-four (24) consecutive months. The one-time hardship exception of up to twenty-four (24) months may in no event be extended beyond the one twenty-four (24) month period.

(c) In no event shall a Home be rented by the Owner thereof for transient purposes, which is defined to mean a rental for any period less than six (6) full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Home is also prohibited.

(d) All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and Rules. The Board is appointed as Agent, with full power of attorney, to dispossess the lessee or otherwise act for the Owner in case of default under the lease or for violation of the Declaration, Bylaws or the Rules. Any land contract for the sale of a Home must be recorded and a recorded copy of the same shall be delivered to the Association. Any land contract not recorded shall be considered an impermissible lease. The Owner shall continue to be responsible for all obligations of ownership of his/her Home and shall be jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. Copies of all exempted leases shall be delivered to the Board prior to the beginning of the lease term.

6.19 Architectural Control. Except as constructed by Declarant, no building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Declarant, the Board, or its designated representative or representatives, in their sole and unfettered discretion. Notwithstanding any repair or maintenance provision contained herein to the contrary, the Board will require, as a condition to approval, that the responsibility for repairing and maintaining the addition or improvement will be the responsibility of the requesting Owner and all future Owners of that Lot in accordance with Declaration Article VI, Section 6.23.

6.20 Waiver of Subrogation. Each Owner and Occupant, and any other Person that owns, leases, operates or controls any portion of the Property, as a condition of accepting title and/or possession of a Lot, Home or any other portion of the Property, and the Association agree, for themselves, and their respective successors, heirs, executors, administrators, personal representatives, assigns and lessees, provided said agreement does not invalidate or prejudice any policy of insurance, that in the event that any building, structure or improvement within the Property or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance of any Owner, Occupant or any other Person that owns, leases, operates or controls any portion of the Property or the Association and the lessees and sublessees of any of them, the rights, if any, of any of them against the other, or against the employees, agents, licensees or invitees of any of them in respect of such damage or destruction and in respect of any loss resulting therefrom are

hereby waived to the extent of the proceeds of insurance covering said damage or destruction.

6.21 Violation of Article VI. If any person required to comply with the following Covenants and Restrictions is in violation of any one of the same, the Association shall have the right to give notice to such person to terminate, remove or extinguish such violation. Such notice shall expressly set forth the facts constituting such violation.

If within fifteen (15) days after written notice of such a violation reasonable steps have not been taken toward the removal, alleviation or termination of same, or if such remedial action is not prosecuted with due diligence and until satisfactory completion of same, the Association shall have the right to obtain an injunction from any court having jurisdiction for the cessation of such violation of this Article VI. The rights and remedies of the Association contained in this paragraph shall be non-exclusive and in addition to any other right or remedy available at law or in equity.

The Association shall notify in writing the Person in violation of this Article VI of all of the costs incurred to remedy same and of any other damages to which the Association may be entitled. If said amounts are not paid within ten (10) calendar days following said notification, then said costs shall be "delinquent" and together with the Other Charges as defined in Section 2.2(b) shall, upon perfection as provided in Article XI, Section 11.1 become a continuing lien upon the portion of the Property owned or occupied by such Person(s) and a personal obligation of the Person(s) violating this Article. In addition, the Owner of any portion of the Property shall be liable, jointly and severally, for any violations of an Occupant of such Owner's property.

6.22 Occupancy Restriction. No person who is adjudicated to be a sexual predator or a habitual sex offender and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a Home for any length of time. Any violation of this restriction shall subject the Owner and/or any Occupant of the Home to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Owner or Occupant, or anyone visiting any Owner or the Association, as a result of the Association's alleged

failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

6.23 Improvements. The individual Owner is responsible for insuring, maintaining, repairing, and replacing any exterior construction, addition, expansion, alteration, or other improvement made to, or installed on, the Common Elements by the Owner or any prior Owner of the Lot (these improvements are referred to in this Section as "Improvements"). Improvements are subject to the following restrictions:

(a) Any Improvement modified, constructed, or installed prior to the recording of the amendment recorded at Instrument No. 56980348 on October 21, 2025, with the Summit County Fiscal Office is permitted to remain on the Property and is subject to all of the requirements in this Section 6.23.

(b) At no time will the Owner seek any compensation or contribution from the Association for the cost of modifying, installing, constructing, maintaining, repairing, replacing or insuring any part of any addition, expansion, alteration, or improvement made to or installed on any Improvement.

(c) The modification, construction, or installation of any Improvement is prohibited without the Board's prior, written consent as required by Section 6.19 above and this Section 6.23. The Board may adopt specifications and guidelines for the modification, construction, or installation of any Improvement as it determines reasonably necessary to protect the Association. The Owner must submit to the Board an architectural drawing which must be strictly followed in modifying, constructing or installing the Improvement. Once the drawing or plan is approved by the Board, no deviation from the approved modification, construction, or installation plan is permitted without the Board's additional written consent.

(d) No modification, construction, installation, maintenance, or major repair or replacement work will commence until the Owner has obtained all of the necessary permits and approvals from the required governmental authorities.

(e) All modifications, construction, or installation maintenance, and repair work must be in accordance with all applicable zoning, building, and fire codes as well as in strict accordance with the manufacturer's specifications.

(f) Unless the Board agrees otherwise, any Improvement must be repaired, modified, constructed or installed by a professional, licensed, and insured contractor who will carry workers' compensation insurance and liability insurance. Proof of the insurance will be provided to the Association within 30 days of a written request from Association. As between the Association and the Owner, the Owner is fully responsible and liable for any injuries and damages to any contractor the Owner retains or for any injuries and damages caused by, related to, or arising from the work of any contractor the Owner retains.

(g) The Owner agrees to indemnify, hold harmless, and defend the Association, its Board, managing agent, and other Owners, against all liabilities, claims, or damages for property damage or bodily injury as well as against all claims, actions, and liabilities that may arise out of or relate to the modification, construction, installation, use, maintenance, repair, or replacement of the Improvement.

(h) The Owner is responsible for any damage to the Common Elements arising from the maintenance, repair, replacement, modification, construction or installation of an Improvement.

(i) The Association's liability, if any, for damage caused to the Improvement, in whole or in part, including, but not limited to, possible damage caused by its removal to effectuate the maintenance, repair, or replacement of the Common Elements, is limited to damage caused by the willful misconduct or reckless acts of the Association. In no event will the Association's liability for any damage exceed the actual cash value of the Improvement as it existed immediately prior to any damage being incurred.

(j) If any part of the Improvement needs, in whole or in part, to be temporarily removed to enable the Association to complete maintenance, repair, or replacement of the Property for which it is responsible, the Owner will temporarily remove the required portion of the Improvement as the Association requires, at the Owner's expense, within 30 days of the date of the Association's written notice, except in the case of an emergency when either the Association or the Owner will immediately remove the Improvement, at Owner's expense, as circumstances dictate. The temporary removal will continue until the Association notifies the Owner that the maintenance, repair, or replacement work is complete. Upon the receipt of the notice of completion of work, the Owner may re-install the Improvement in its original location provided the re-installation fully complies with all terms and conditions of any warranty or guaranty held by the Association

on or concerning the Common Elements or any component thereof and that it fully complies with Declaration Article VI, Section 6.19 above, this Section 6.23, and any specifications and guidelines adopted in accordance therewith.

(k) In the event of any uncertainty or good faith dispute as to whether any part of the work proposed by the Owner is an Improvement that the Owner is responsible for, the decision of the Board will be final, provided that the decision must be consistently followed in the future.

(l) An easement to use, maintain, repair, and replace, in accordance with this Section 6.23, any Improvement existing as of the date of the amendment recorded at Instrument No. 56980348 on October 21, 2025, is granted over the portion of the Property on which the Improvement is located as well as the portion of the Property reasonably necessary to access the Improvement. Upon receipt of the Board's written approval to construct or install an Improvement after the date of the amendment, an easement is created and granted to the Owner to use, maintain, repair, and replace, in accordance with this Section 6.23, the Improvement over the portion of the Property on which the Improvement is located as well as the portion of the Property reasonably necessary to access the Improvement.

ARTICLE VII
COMMON ELEMENTS

7.1 Ownership. Declarant conveyed the Common Elements to the Association free and clear of any delinquent taxes or assessments.

ARTICLE VIII
THE ASSOCIATION

8.1 Existence. The Association is a duly constituted non-profit corporation existing under the laws of the State of Ohio. Copies of its Articles of Incorporation and its Bylaws are marked, respectively, Exhibit C and Exhibit D, and are attached to this Declaration.

8.2 Membership. Each Owner shall automatically become and be a Member of the Association. Membership shall terminate upon the conveyance of record by such Owner of this Lot, at which time the new Owner shall automatically become a Member of the Association.

8.3 Voting Rights. Each Owner shall be entitled to exercise one (1) vote for each Lot owned by such Owner.

8.4 Board of Directors and Officers. Board Members shall be elected by the voting Members at the annual meeting of the Association as provided in the Bylaws. The Board shall be vested with and shall exercise all of the powers of the Association and shall elect the officers of the Association, and shall discharge the duties and obligations of the Association and shall have all rights conferred by law, the Articles of Incorporation and the Bylaws of the Association. Board Members need not be Owners or Occupants.

8.5 Rights of the Association. Notwithstanding the rights and easements of enjoyment and use created in this Declaration, and in addition to any other right the Association shall have pursuant to this Declaration or at law, the Association shall have the right:

(a) to borrow money from time to time for the purpose of improving the Common Elements and to secure said financing with a mortgage or mortgages upon all or any portion of the Common Elements in accordance with its Articles and Bylaws and subject to the provisions of this Declaration;

(b) to take such steps as are reasonably necessary to protect the Common Elements against foreclosure;

(c) to suspend the enjoyment and use rights in the Common Elements of all of the Occupants and Owners of any Residence or Lot for which an Assessment or Other Charge is delinquent during the period of delinquency; and to suspend the use and enjoyment rights in the Common Elements of any Person in violation of any of the Covenants or Restrictions of this Declaration for any period during which said violation exists;

(d) to convey the Common Elements, or a portion thereof, to a successor; provided, however, that such successor shall agree, in writing, to be bound by the easements, covenants, restrictions and spirit of this Declaration; provided, further, that the conveyance shall be approved by a vote of not less than seventy-five percent (75%) of the Members of the Association;

(e) to enter or to authorize its agents to enter in or upon any Property or any part thereof, when necessary in connection with any maintenance, repair or construction for which the Association is responsible or has a right to maintain, repair or construct. Such entry shall be made with as little inconvenience to the Owner and Occupants thereof as is practicable and any damage caused thereby shall be repaired by the Association;

(f) to dedicate, transfer or grant easements in all or any part of land or facilities owned by the Association, (i) to any municipality, public agency, authority or utility or (ii) to any Owner to install, operate, use, maintain, repair and replace in, on, over or under such land or any part thereof, road, rights-of-way, pipes, conduits, ducts, wires, television and other communications, sanitary sewers and storm sewers, drainage, gas, water, energy of all types, utility services of all types and access to or for the benefit of the Owners and/or the Association and further, to construct improvements and establish grade, and for such other purposes as may be determined by the Association;

(g) to obtain easements for the construction, extension, installation, inspection, maintenance or replacement of utility services and facilities to or from a public utility or governmental authority, and to or from any body or agency which has the power of eminent domain or condemnation;

(h) to repair, restore or otherwise correct a condition of disrepair or neglect to the exterior areas of a Lot and to perform any work or duties required of an Owner pursuant to this Declaration, provided that the Owner shall not have made such repair or restoration or shall not have cured said condition within a reasonable time after notice thereof from the Board; provided, however, that the Board need not give notice if in its opinion it is acting to prevent personal injury or damage to property. The Association shall charge and assess the costs and expenses thereof to the Owner who should have performed the work or cured the condition, as a special Assessment pursuant to the provisions of this Declaration; and

(i) to promulgate from time to time reasonable and non-discriminatory Rules in respect to the use of Common Elements and common utilities and in respect of the maintenance and operation of any structures within Villas of Hudson.

(j) to obtain insurance for an Owner's Home or Lot required of an Owner pursuant to this Declaration, provided that the Owner shall not have furnished a certificate or other evidence of such insurance to the Association satisfactory to the Board as required under Section 9.2(d)(iv) hereof. The Association shall charge and assess the costs and expenses thereof to the Owner who should have maintained the insurance as a special Assessment pursuant to the provisions of this Declaration. The Association shall in no event whatsoever have any obligation to obtain insurance for any Owner's Home or Lot, as the right to obtain such insurance provided in this Section shall be at the Association's sole discretion and option. Any insurance obtained by the Association for a Home or Lot may, in the Association's sole discretion, be procured and maintained in the Owner's name and/or the Association's name.

ARTICLE IX
RESPONSIBILITIES OF THE ASSOCIATION AND OWNERS

9.1 Responsibilities of the Association. The Association shall have the exclusive duty to perform the following functions:

(a) Maintenance.

(i) The Association shall maintain, repair and replace the entire Common Elements and all facilities, if any, located thereon, and any areas dedicated for public use which the City will not maintain, in a clean, safe, neat, healthy and workable condition, and in good repair, including the respective Home's driveways, but excluding a Home's concrete patio pad and front door walkway. The Association shall also keep the common drives and the individual Homes' respective driveways and front door walkways free from unreasonable accumulations of ice and snow.

(ii) The Association shall keep, maintain in good condition, repair and replace, if necessary, all utility lines, pipes, lawn sprinkler systems, conduits, wires and cables located outside a Home, subject only to the provisions of this Declaration and excepting therefrom any of same installed by an Owner or Occupant.

(iii) The Association shall make any necessary repairs and replacements to maintain in good condition and repair the non-structural portions of the roof, including the roof decking, heating cables (if any), and power vent (if any), and exterior walls (other than party walls), gutters, downspouts, patio fencing and shutters of all Homes, unless the necessity of such repair or replacement is caused by the negligence or misconduct of the Owner or Occupant of the affected Home. The Association shall also be responsible for the painting of the exterior surface of the Home's garage door.

(iv) The Association shall maintain or repair, if necessary, any electrical streetlights and/or posts located on the Common Elements and shall maintain or repair all outside lighting fixtures affixed to the exterior of a Home, except for the replacement of light bulbs.

(v) The Association shall maintain, including, without limitation, fertilizing, cutting and pruning, as necessary, all lawns on each Lot, all trees, shrubs and landscaping on a Lot put in by Declarant or the Association, all trees, shrubs and landscaping on a Lot put in by an Owner where the Association has agreed in writing with the Owner to maintain such trees, shrubs and landscaping.

(vi) The Association shall maintain, repair and replace, if necessary, the mailboxes for the Homes and any supports thereof.

(vii) The Association shall provide equipment and supplies necessary for the maintenance of the Common Elements, if any, located thereon and any other Property which the Association is required or has agreed to maintain from time to time.

(viii) In the case of damage or destruction to any of the facilities located on any Common Element, the Association shall promptly restore such facilities to a condition at least equal to the condition in which they existed prior to the damage or

destruction unless the cost of such repair or restoration is fifty percent (50%) or more of the replacement value thereof, and the loss is not covered by insurance. If sixty-six and two-thirds percent (66-2/3%) of the Board affirmatively vote not to rebuild or restore such damaged facilities, such facilities need not be replaced. All work performed by the Association under this paragraph shall be performed in a good and workmanlike manner.

(b) **Liability of the Association.** Except as to the extent of any insurance proceeds payable in respect thereof, the Association and the Association's agents and employees shall not be liable for, and each Owner and Occupant waives all claims for injury or death to Persons or loss or damage to property, or any consequential or incidental damage or loss, resulting from any accident or occurrence in or upon any Home, Common Element, or any other part of the Property.

(c) **Taxes and Assessments.** The Association shall pay prior to delinquency all taxes and assessments levied against the Common Elements and any facilities constructed thereon, and any other Property which the Association may own, including, without limitation, personal property taxes, general real estate taxes and special assessments certified by the appropriate public authority.

(d) **Utilities**. The Association shall pay all charges, if any, for water, gas, sewer, electricity, light, heat or power, telephone and other services used, rented or supplied to or in connection with the Common Elements and any facilities constructed thereon and any other Property owned by the Association. All such utility services shall be contracted for, metered and billed by and to the Association.

(e) **Insurance.** The Association shall, if applicable, obtain and keep in full force and effect the following insurance:

(i) Special Form (all risk) insurance, insuring all of the buildings owned by the Association, if any, in an amount equal to the full replacement cost thereof. Such insurance may have a deductible clause in an amount not exceeding One Thousand Dollars ($1,000.00) of, if the property has a value of less than

One Thousand Dollars ($1,000.00), the Association shall not be required to maintain insurance on it;

(ii) General public liability insurance against claims for bodily injury or death occurring upon, in or about the Common Elements and any facilities located thereon and any other Property owned, controlled or maintained by the Association (if any), with contractual liability and "personal injury" coverage, such insurance to afford protection to the limit of not less than One Million Dollars ($1,000,000.00) single limit as respects to bodily injury and death and a single limit of not less than One Hundred Thousand Dollars ($100,000.00) in respect of property damage;

(iii) Worker's Compensation Insurance if required under the applicable laws of the State of Ohio; and

(iv) Special form (all risk) insurance ("Property Insurance") on the non-structural exterior components of each Home that the Association is required to maintain. This includes all roofing and siding materials, including shingles, flashing, ice guard, roof decking, gutters, downspouts, shutters, and house wrap; but does not include windows, doors, foundations, vents, stacks, and exterior outlets or light fixtures. In the event of any uncertainty or good faith dispute as to whether the Association or an individual Unit Owner is responsible for maintaining and insuring a given exterior item or component of a Home, the Board's determination, exercised in good faith, as to whether the Association or individual Unit Owner is to maintain and insure the given item or component, is final, provided that such determination must thereafter be consistently followed. The Association's Property Insurance responsibility is further subject to the following:

(1) The amount of Property Insurance purchased must be sufficient to cover 100% of the then replacement value, less deductible, without deduction for depreciation, excluding items normally excluded from such coverage. If the cost of 100% full replacement coverage, less the

deductible, for Property Insurance is unreasonably high, as the Board so determines, then in no event can the coverage be in an amount less than 80% of the then current replacement cost, less the deductible and with exclusions. Written notice of any modification made to the Property Insurance coverage will be given to every Owner within 30 days of the effective date of the modification.

(2) The Property Insurance policy may include, as the Board so determines from time to time, a "Building Ordinance" or "Law Coverage" and/or such other endorsements as the Board so decides upon.

(3) Subject to the provisions of subsection (4) below, the Property Insurance is for the benefit of the Association, each of the Owners, and the holders of mortgages upon the respective Homes, as their interest may appear, and will provide for the issuance of certificates of insurance with mortgagees' endorsements to the holders of mortgages on the respective Homes.

(4) The Board has the sole right and authority to file, or authorize the filing of, and adjust any and all claims for damage or destruction that are or may be covered by the Property Insurance regardless of the person(s), including mortgagee(s), who may be a beneficiary of such policy or named as an additional insured, as the Board determines is consistent with the intent of the Declaration and in the Association's best interests; provided, however, that a mortgagee having an interest in such losses may participate in the settlement negotiations, if any, related thereto. The Board's failure or refusal to file, process, or adjust any claim for damage or destruction to any part of a Home will not give rise to any claim against the Association or the Board except only to the extent such claim would be covered by the Property Insurance in accordance with this Section 9.1(e)(iv).

(5) The Association's Property Insurance may include a reasonable deductible as the Board so determines. The maximum deductible, per, as the Board so decides, Home, building, or the property as a whole, is the higher of $10,000.00 or one percent of the policy face amount. If any damage or loss is the result of any Owner's negligence, or the negligence of any guest, tenant, resident, licensee, or contractor of such Owner, the Owner is responsible for the amount of damage or loss not paid for by the Association's insurance policy, including, without limitation, the deductible expense pertaining to such damage or loss. In the absence of any negligence, the Association will pay the deductible expense on any damage or a loss that is covered under the Association's Property Insurance, in whole or in part.

The Association may, but shall not be obligated to, obtain and maintain such additional and other insurance as it deems desirable, including, without limitation, directors' and officers' liability insurance.

(f) **Management**. The Association shall provide the management and supervision for the operation of the Common Elements, if any, located thereon. The Association shall establish and maintain such policies, programs and procedures to fully implement this Declaration for the purposes intended and for the benefit of the Members and may (but shall not be required to) adopt Rules for the conduct of Members in connection with the use of Common Elements located thereon. The Association may, but shall not be required to, engage employees or agents or delegate all or any portion of its authority and responsibility to a manager, managing agent, or management company.

(g) **Construction of Facilities**. The Association may authorize the construction, alteration, renovation, modification or reconstruction of any facilities located on the Common Elements.

(h) **Enforcement**. The Association shall take all actions reasonably necessary in the circumstances to enforce the Covenants and Restrictions set forth in this Declaration.

(i) **General**. The Association shall perform and carry out all other duties and acts reasonably necessary to give effect to and implement the intent of the provisions of this Declaration.

(j) **Disputes**. The Board shall act as an arbitrator of disputes between Owners of Lots, provided that all parties to the disputes shall submit such dispute to the Board for mediation or arbitration.

9.2 Responsibilities of Owners. The Owners shall have the duty to perform the following functions:

(a) **Maintenance.**

(i) Each Owner shall keep such Owner's Home in good condition and repair and shall make all repairs and replacements, structural and nonstructural, ordinary as well as extraordinary, interior and exterior, except for the painting of the exterior surface of the Home's garage door, non-structural portions of the exterior walls and roofs, including the roof decking, heating cables (if any), power vent (if any), the gutters and downspouts, and shutters which shall be maintained, repaired and replaced, if necessary, by the Association. Notwithstanding the above, all windows, glass, doors, and garage door, including hardware and other appurtenances thereof shall be repaired, maintained and replaced, if necessary, by the Owners of the Homes. In addition, each Owner will reimburse the Association for all repairs and replacements to the exterior non-structural components of the Homes that the Association maintains and insures that is necessitated by the Owner's negligence, or the negligence of any guest, tenant, resident, licensee, or contractor of such Owner that is not paid for by the Association's insurance policy, including, without limitation, paying for the deductible expense pertaining to such damage or loss.

(ii) The Owners of the Homes shall maintain and keep all flowers, plants, shrubs, trees and landscaping planted by them on their Lots in an attractive condition.

(iii) The Owners shall replace light bulbs in any light fixtures affixed to the exterior of their Homes promptly as required.

(iv) Notwithstanding anything in this Declaration to the contrary, Owners shall repair, maintain and replace, if necessary, all garage doors.

(v) Each Owner shall be responsible to make all repairs and replacements which would otherwise be the responsibility of the Association or any other Owners, if the repairs or replacements are required because of the acts or negligence of the Owner, the Owner's Occupants or guests.

(vi) The Owner shall repair, maintain and replace, if necessary, (i) any utilities exclusively serving such Owner's Home or Lot located within the Home or Lot and (ii) the respective Home's concrete patio pad and front door walkway.

(vii) Each Owner will repair and maintain all Improvements made by the Owners or a prior Owner of the Lot and the Home located thereon in accordance with Declaration Article VI, Section 6.23.

(b) **Taxes and Assessments**. Each Owner shall pay prior to delinquency all taxes and assessments against the Lot owned by such Owner.

(c) **Utilities**. Each Owner shall pay all charges for water, gas, sewer, electricity, light, heat, power, telephone and other services used, rendered or supplied to or in connection with such Owner's Home, including, without limitation, the charges for electricity used in any light fixture affixed to the exterior of such Owner's Home.

(d) **Insurance**. Each Owner shall maintain and keep in full force and effect the following insurance:

(i) Each Owner shall maintain adequate liability insurance covering such Owner's Home and Lot.

(ii) Except for the Property Insurance the Association is to obtain and maintain on the exterior, non-structural components of the Homes in accordance with Declaration Article IX, Section 9.1(e)(iv), each Owner shall maintain Special Form (all risk) insurance coverage on the structural and interior components, and such exterior components not insured by the Association, of such Owner's Home, in the amount of the full replacement cost of such Home, such policy to have an Agreed Amount Endorsement to avoid a co-insurance penalty. Such insurance may have a deductible clause in a reasonable amount and may exclude excavation and foundation costs.

(iii) Each Owner shall maintain hazard insurance on such Owner's contents and personal property as such Owner shall desire.

(iv) Each Owner shall, on an annual basis, provide the Board with a certificate of insurance evidencing such Owner's compliance with the insurance requirements of this Section 9.2(d).

9.3 Standards for Maintenance and Repair. All maintenance, repair and replacement required under this Declaration shall be done in a good and workmanlike manner and in accordance with all federal, state and local laws, statutes, ordinances, codes and regulations. Any replacements required shall be of the same quality, kind and type of the item being replaced. All repairs and maintenance shall be done promptly to maintain the values of the property within Villas of Hudson.

ARTICLE X
COMMON COSTS – ASSESSMENTS

10.1 Common Costs. Each Owner, whether or not it shall be so expressed in any contract, deed or other conveyance, shall be deemed to covenant and agree to pay the Association the annual Assessment for Common Costs as determined by the Board to meet the annual Common Costs of the Association. As used in this Declaration, "Common Costs" shall mean all of the costs and expenses incurred by the Association in owning, maintaining, repairing, replacing, cleaning, painting, decorating, preserving, upgrading, administering, managing, operating, and leasing the Common Elements located thereon and the other Property and improvements of the Association and maintained by the Association and in

carrying out the responsibilities, duties and obligations of the Association, including, without limitation:

(a) all expenditures required to fulfill the responsibilities of the Association outlined in Articles VI and IX of this Declaration;

(b) the amount of all taxes, assessments and other impositions levied or assessed against the Common Elements located thereon;

(c) the costs of all insurance required to be carried by the Association;

(d) the costs of utilities and other services which may be provided by the Association whether for the Common Elements and any facilities located thereon or for any other purpose;

(e) the cost of funding all reserves established by the Association, including, without limitation, a general operating reserve and a reserve for capital expenditures; and

(f) such other costs, charges and expenses which the Association determines to be necessary and appropriate within the meaning and spirit of this Declaration.

10.2 Operating Budget and Annual Assessments. The Board shall prepare or cause the preparation of an annual operating budget for the Association and shall fix the amount of the annual Assessment against each Home. Written notice of the annual Assessment shall be sent to each other Owner. Payment of Assessments may be required on a monthly, quarterly, semi-annual or annual basis as determined by the Board. No person liable for the payment of an Assessment may be exempt from liability for the payment of an Assessment by abandonment of any Home or by the abandonment or waiver of any right to use or enjoyment of the Common Elements or the facilities located thereon.

10.3 Common Costs. Each Owner shall pay his proportionate share of the Common Costs by payments of Assessments in such amount as shall be established by the Board from time to time.

10.4 Assessments. Assessments for the Common Costs, extraordinary expenditures, and all other charges shall be made in the manner provided herein and in the Bylaws of the Association. Except for special Assessments assessed against individual Members, all Assessments made by the Association shall be of uniform amount as to each Lot in accordance with the provisions of the Declaration, and each Owner hereby covenants and agrees by acceptance of the deed to an Ownership Interest, whether or not it shall be so expressed in any such deed, to pay the Assessments levied against him in such manner and at such times as provided herein and in the Bylaws.

10.5 Special Assessments. If an Owner or Occupant fails to perform maintenance, repairs and replacements which are the Owner's obligation, to maintain insurance on such Owner's Home and Lot as required hereunder or to comply with the other provisions of this Declaration, and if the Board shall undertake to provide any repair or restoration, to obtain insurance or to cure any condition not permitted hereunder as provided in Sections 8.5(h) and 8.6(j), the Board shall levy a special Assessment against such Owner and the Lot (including the Home), equal to the amount so expended. In addition, all costs incurred in the enforcement of any provisions of this Declaration against the Owner, including, but not limited to, attorneys' fees and court costs, shall be assessed to the Owner and the Lot (including the Home) against whom enforcement is sought.

10.6 Creation of Lien and Personal Obligation. If a Person liable for the payment of an Assessment shall fail to pay the same when due, the Association shall notify said Person, in writing, of his failure to make said payment. In the event that the Assessment is not paid within ten (10) calendar days following said notification, then such Assessment shall be "delinquent" and, together with the Other Charges as defined in Section 2.2(b) shall, upon "perfection" as provided in Section 11.1, become a continuing lien upon the portion of the Property owned or occupied by such Person and a personal obligation of the Person who has not paid said Assessment. A Co-Owner of a Lot or a Home shall be personally liable, jointly and severally, with all other Co-Owners for all Assessments made by the Association in respect of said Lot or Home.

10.7 Non-Liability of Foreclosure Sale Purchaser for Past-Due Amounts. Where the holder of a first mortgage of record acquires an Ownership Interest as a result of foreclosure of the mortgage or of the acceptance of a deed in lieu of foreclosure, such mortgagee, its successors and assigns, shall not be liable for the assessments levied against the Owner of such Ownership Interest prior to its

acquisition of the Ownership Interest. Any funds received on the judicial sale of the Ownership Interest in excess of the mortgage lien, the court costs and real estate taxes and assessments shall, however, be paid over to the Association to apply on all Assessments owed and interest thereon. The Owner of an Ownership Interest prior to the judicial sale thereof, and such owner's heirs, executors, administrators, personal representatives, successors and assigns shall be and remain personally and primarily liable, jointly and severally, for the Assessments accruing against the judicially sold Ownership Interest prior to the date of the judicial sale, as provided in this Article X, but any unpaid part of the Assessment shall be deemed to be Common Costs and shall be assessed and levied against all of the other Owners including the Owner of the Ownership Interest foreclosed.

10.8 Liability for Assessments upon Voluntary Conveyance. In a voluntary conveyance of an Ownership Interest, the grantee of the Ownership Interest shall be jointly and severally liable with the grantor for all unpaid assessments levied pursuant to this Declaration against the grantor and the Ownership Interest prior to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee therefor. However, any such prospective grantee shall upon written request delivered to the President or Secretary of the Association, be entitled to a statement from the Board setting forth the amount of all unpaid Assessments due the Association in respect of the Ownership Interest to be conveyed, and such grantee shall not be liable for, nor shall the Ownership Interest conveyed be subject to a lien for, any unpaid Assessments which become due prior to the date of the making of such request if the same are not set forth in such statement. A devise of an Ownership Interest or the distribution of said Ownership Interest pursuant to the Statute of Descent and Distribution shall be deemed to be a voluntary conveyance.

10.9 Exemption from Liens and Assessments. Notwithstanding anything in this Declaration to the contrary, all properties to the extent of any easement or other interest therein dedicated and accepted by the City and devoted to public use, shall be exempted from the Assessments and liens created herein.

10.10 Initial Capital Contribution Assessment. Each purchaser of a Lot is required to make a one-time, "Initial Capital Contribution Assessment" to the Association in the amount of two times the monthly share of the annual Assessment attributable to the Lot in accordance with this Declaration Article X, Section 10.2. The Initial Capital Contribution Assessment is not an escrow or advance and is not refundable. The Initial Capital Contribution Assessment is due

and collectible from the Lot purchaser at the time of transfer of record title of the Lot, regardless of how title is acquired, except as provided below, and is considered late if not paid within 30 days of the purchaser's acquisition of title to the Lot. The Initial Capital Contribution Assessment will be used to fund a reserve fund for the maintenance, repair, and replacement of major capital items on the Property. Notwithstanding the above, the one-time Initial Capital Contribution Assessment does not apply, and will not be collected, in the following limited circumstances:

(a) If there is a record title transfer between a current Owner and that Owner's family trust where the trustee or beneficiary of the trust is the Owner or where the trustee or beneficiary is an immediate family member of the Owner; or

(b) If a Lot is refinanced in the name of the current Owner; or

(c) If a current Owner records a deed or other conveyance for the sole purpose of adding the name of an immediate family member(s) to the legal title of the Lot; or

(d) If a current Owner directly transfers recorded title of a Lot to an immediate family member(s); or

(e) If a Owner conveys title of the Lot to a trust, partnership, corporation, or other entity so long as the entity is and remains wholly owned by the Owner or by the Owner and the Owner's spouse and/or lineal descendant(s) for estate planning or tax purposes; or

(f) In the event of the death of an Owner, if the title of the Lot is transferred to an immediate family member(s) of the Owner through a probate estate, trust or other legal vehicle or instrument of inheritance; or

(g) If the Owner records a deed for the purpose of reflecting a personal name change created by marriage or other legal means.

ARTICLE XI
LIENS

11.1 Perfection of Liens. If any Owner shall fail to pay when due any Assessment levied in accordance with this Declaration or any other amount due in accordance with the provisions of this Declaration (such Owner hereinafter

referred to as the "Delinquent Person") and such Assessment or amount is delinquent pursuant to the provisions of this Declaration, the Board may authorize the perfection of a lien on the Ownership Interest of the Delinquent Person in the Property by filing for record with the Fiscal Office of Summit County, Ohio, a certificate of lien. The certificate of lien shall be in recordable form and shall include the following:

(a) the name of the Delinquent Person;

(b) a description of the land owned by the Delinquent Person;

(c) the entire amount claimed, including the amount of any delinquency and other charges;

(d) a statement referring to the provisions of this Declaration and lien authorization.

11.2 Duration of Lien. Said lien shall remain valid for a period of five (5) years from the time of filing said certificate of lien, unless sooner released or satisfied in the same manner provided by law for the release or satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge such lien or unless an action for foreclosure shall be commenced in respect to such lien within said five (5) year period.

11.3 Priority. A lien perfected pursuant to this Article XI shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgagees, and may be foreclosed in the same manner as a mortgage in real property in an action brought by the Association after authorization from the Board. In any such foreclosure action, the Person affected shall be required to pay reasonable rental for such Ownership Interest during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same; provided, however, that subject to any court order to the contrary, any moneys collected by a receiver shall be used first to pay real estate taxes and assessments and then to pay on the note of the first mortgagee as is set forth in the mortgage deed, assignment of rents and security agreement, if any, with the balance of such money, if any, to be held and disbursed pursuant to court order. Any funds received on the judicial sale of the Delinquent Person's Ownership Interest in excess of the

mortgage liens, the court costs and tax and assessment liens shall be paid over to the Association to the extent of its lien.

11.4 Dispute as to Assessment. Any Person who believes that any Assessment levied by the Association for which a certificate of lien has been filed by the Association has been improperly determined, may bring an action under the arbitration provisions contained in Article XIV of this Declaration or in the Court of Common Pleas of Summit County, Ohio, for discharge of all or any portion of such lien; but until such court or arbitrator shall determine that the lien is improper, the lien shall continue until the lien is paid in full; and the Association may counterclaim in such action for foreclosure of the amount of lien found to be due.

11.5 No Waiver Implied. The creation of a lien upon any Ownership Interest owned by a Delinquent Person shall not waive, preclude or prejudice the Association from pursuing any and all other remedies granted to it elsewhere in this Declaration, at law or in equity.

11.6 Personal Obligations. The obligations created pursuant to this Declaration shall be and remain the personal obligations of the Delinquent Person until full paid, discharged or abated as well as being obligations which run with the land and binding on the heirs, executors, administrators, personal representatives, successors and assigns of such Delinquent Person.

ARTICLE XII
REMEDIES OF THE ASSOCIATION

12.1 Suspension of Entitlement to Use Common Elements. If any Person fails to pay an Assessment when due, such Person, the Occupants of any and all Residences owned by such Person and their guests shall not be entitled to use the Common Elements or any facilities located thereon until said Assessment is fully paid.

12.2 Rights of Association. A violation of any Rule or the breach of any Covenant and Restriction shall give the Association the right, in addition to all other rights herein set forth and those provided by law or in equity,

(a) to enter upon the Home or Lot or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of such holder of the Ownership Interest where the violation or breach exists, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, the Bylaws of the Association or the Rules, and the Association and their respective agents shall not thereby be deemed guilty in any manner of trespass;

(b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; and/or

(c) to commence and prosecute any action to recover any damages which may have been sustained by the Association or any of its Members.

12.3 Failure to Pay. If any Person fails to pay any Assessment when due or upon delinquency in payment of any sums or costs due under this Declaration, the Association may pursue any or all of the following remedies, which shall be in addition to any other remedy available in this Declaration, at law or in equity:

(a) Assess against such Owner a "late payment" charge not to exceed five percent (5%) of the amount of the delinquency or Fifty Dollars ($50.00), whichever is greater, said amount to be determined by the Board. Said late payment charge shall be in addition to the Other Charges;

(b) sue and collect from such Person the amount due and payable, together with the Other Charges;

(c) foreclose a lien filed in accordance with Article XI of this Declaration in the same manner as provided by the laws of the State of Ohio for the foreclosure of real estate mortgages.

12.4 Rights Against Heirs, Etc. The remedies provided in this Article XII against a Delinquent Person may also be pursued against the heirs, administrators, executors, successors, assigns and grantees of such Person.

ARTICLE XIII
RIGHT OF INSPECTION AND ACCESS

The Board, and any agent or employee of the Board, may at any reasonable time or times, enter upon any of the land in Villas of Hudson and any improvements, buildings and structures therein for the purpose of inspecting, improving, installing, constructing, altering, repairing, maintaining, replacing, remedying or curing any condition, structure or building, or any part thereof, in accordance with the provisions of this Declaration.

ARTICLE XIV
GENERAL PROVISIONS

14.1 Covenants Run with the Land; Binding Effect. All of the easements, covenants, and restrictions which are imposed upon, granted and/or reserved in this Declaration, including, without limitation, payment of Assessments, constitute easements, covenants and restrictions running with the land and are binding upon every subsequent transferee of all or any part thereof including, without limitation, grantees, Tenants and Owners.

Each grantee accepting a deed or Tenant accepting a lease (whether oral or written) which conveys any interest in any portion of the Property, whether or not the same incorporates or refers to this Declaration, covenants for himself or herself, his or her personal representatives, successors and assigns to observe, perform and be bound by the provisions of this Declaration.

14.2 Duration of Easements, Covenants and Restrictions. The term of this Declaration and the Covenants and Restrictions which are imposed, granted and/or reserved upon all or any part of the Property by this Declaration shall end upon the date all of the Owners of all of the real property within the Property agree, in writing in recordable form, to terminate this Declaration and such writing is filed with the Summit County Fiscal Office.

14.3 Plural Owners. In the event that any Owner shall hold title to any portion of the Property as a joint tenant, tenant in common or in any other manner with one or more other Persons (herein referred to as a "Co-Owner"), the signature of any one of the Co-Owners shall be binding upon and shall be effective as an authorization from all of the other Owners of such portion of the Property. In addition, the vote cast at any meeting of the Association by one such Co-Owner shall be binding upon and shall be effective as an authorized vote from all of the Co-Owners of such portion of the Property. If two or more Co-Owners vote, their vote shall be divided equally among them unless they otherwise agreement in

writing delivered to the Secretary of the Association at the time immediately prior to the taking of the vote; for example, if four persons have three votes and if each of the four persons vote, the votes of each shall be three-quarters (3/4) of a vote.

14.4 Notices and Other Actions and Communications. For all notices to be sent to the Association, the Board, or the Owners, the following provisions apply:

(a) Service of Notices on the Association and Board. All notices required or permitted by the Declaration or Bylaws, to the Association or the Board, must be made in writing and sent either:

(i) by regular U.S. mail, first-class postage prepaid, or

(ii) delivered in accordance with Paragraph (c) below, to the Board President, to any two other Directors, to the Association at the address of the Property, to the Association's manager or management company, if any, the Association's statutory agent registered with the Ohio Secretary of State, or to any other address as the Board may designate by written notice to all Owners.

(b) Service of Notices on Owners. All notices required or permitted by the Declaration or Bylaws to any Owner will be in writing and is deemed effectively given if it has been sent by one of the following methods:

(i) personally delivered to the Owner;

(ii) placed under or attached to the front or main entry door of the Owner's Residence;

(iii) sent by regular U.S. mail, first-class postage prepaid, to the Owner's Residence address or to another address the Owner designates in writing to the Board; or

(iv) delivered in accordance with Paragraph (c) below. If there is more than one Person owning a single Lot, a notice given to any one of those several Persons is deemed to have been given personally to all of the Persons owning an interest in the Lot.

(c) **New Communication Technologies.**

(i) Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted or approved by the Board, as well as by Ohio and federal law, now or in the future, in addition to the methods described in Paragraphs (a) and (b) above, the following may be accomplished using electronic mail or other transmission technology available at that time that is a generally accepted business practice:

(1) any notice required in the Declaration or Bylaws to be sent or received;

(2) any signature, vote, consent, or approval required to be obtained; and

(3) any payment required to be made by the Declaration or Bylaws.

(ii) The use of electronic mail or other transmission technology is subject to the following:

(1) The Association may use electronic mail or other transmission technology to send any required notice only to Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices, including any notice of delinquency of any payment due, by either of the methods identified in Paragraph (b)(i)-(iii) above.

(2) For voting on matters, the Association may provide for voting by electronic mail or other electronic voting technology. However, voting for the election of Directors can be conducted by electronic mail or other electronic voting technology only to the extent, if any, as explicitly permitted and provided for in the Bylaws.

(3) An electronic mail or transmission technology to a Owner is not considered delivered and effective if the Association's transmission to the Owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Owner becomes known to the person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Owner by either of the methods identified in Paragraph (b)(i)-(iii) above.

14.5 Enforcement - Waiver. The enforcement of the covenants and Restrictions may be by any proceeding at law or in equity against any Person or Persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages against the Person or Ownership Interest, or to enforce any lien created by the covenants of this Declaration. The failure by the Association or anyone permitted by this Declaration to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter.

14.6 Construction of the Provisions of this Declaration. The Association shall have the right to construe and interpret the provisions of this Declaration and in the absence of an adjudication by arbitrator(s) (as expressly provided in this Declaration) or a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all Persons or Property which benefit or which are bound by the provisions hereof. Any conflict between any construction or interpretation by the Association and that of any Person entitled to enforce the provisions hereof shall be resolved in favor of the construction of or interpretation of the Association, as the case may be.

The Association may adopt and promulgate rules regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting rules and making any findings, determination, ruling or order, or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association shall take into consideration the best interests of Owners, Tenants and Occupants of the Property to the end that the Property shall be preserved and maintained as a high-quality, residential community.

14.7 Amendments. Except as expressly provided to the contrary in this Declaration, this Declaration may be amended as follows:

(a) Except as expressly provided in this Declaration, any provision of this Declaration may be amended or repealed following a meeting of the Members held for such purpose, by the affirmative vote of Members entitled to exercise sixty-six and two-thirds percent (66-2/3 %) of the voting power of the Association unless a greater percentage of vote is required pursuant to this Declaration or in accordance with the statutes of the State of Ohio; provided, however, that any amendment which would terminate or materially and adversely affect the easements set forth in Article III of this Declaration shall not be amended (except as expressly provided to the contrary in this Declaration) unless all persons whose rights are terminated or materially affected shall affirmatively vote for such amendment. Written notice shall be given each Member entitled to vote at any meeting at least thirty (30) days in advance of the date of the meeting held for the purpose of amending this Declaration, which notice shall expressly state the amendment to be considered at such meeting. Each amendment shall be effective when signed by the President and one other officer of the Association and filed for record with the Fiscal Office of Summit County, Ohio.

(b) The Board of Directors, without further vote of the Owners, may amend this Declaration and the Bylaws to delete or modify provisions that are no longer substantively applicable to the community or the Association, such as elimination of provisions that applied to the original development of the Villas of Hudson Property, and references to the Declarant and the Declarant's control period. The authority provided in this paragraph also includes the authority to update or modify the terminology used throughout this Declaration and the Bylaws to ensure consistency with Ohio law. Any amendment made by the Board pursuant to this paragraph must be recorded with the Summit County Fiscal Office to be effective. No amendment made by the Board pursuant to this paragraph may

substantively change, alter, delete, or in any way modify any rights, responsibilities, or powers of the Association, the Board of Directors, or the Owners.

14.8 Severability. The severability, invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

14.9 Attorneys' Fees. In the event of any litigation or arbitration arising out of this Declaration, the prevailing party to the extent permitted by law shall be entitled to reimbursement of the costs and expenses thereof from the other party, including reasonable attorneys' fees and disbursements of counsel, including such costs, expenses and fees incurred on appeals of such litigation or arbitration.

14.10 Rule Against Perpetuities. If any of the Covenants and Restrictions shall be in violation of the Rule Against Perpetuities or any other analogous or comparable statutory or common law rule, such of the Covenants and Restrictions as shall be so affected thereby shall continue in effect only until twenty-one (21) years after the death of the last survivor of the now living shareholders of the law firm of Kadish & Bender.

EXHIBIT A

DRAWINGS

The several sets of Drawings as filed in the Summit County Records are:

Exhibit A of the Declaration of Easements, Covenants and Restrictions for Villas of Hudson Homeowners' Association ("Declaration") recorded on or about September 21, 1995, at Summit County records, OR 2014, Page 786 et seq. and separately recorded at Plat Book L, Page 438 et seq.

Plat Map recorded on or about January 30, 1997, at Summit County records, Plat Book N, Page 291 et seq.

EXHIBIT B

LEGAL DESCRIPTION

See Exhibit B of the Declaration recorded at Summit County records, OR 2014, Page 786 et seq.

EXHIBIT C

ARTICLES OF INCORPORATION

See Article of Incorporation filed on or about August 2, 1995, with the Ohio Secretary of State at Certificate No. 912957