

2026-0096289

DECLARATION Fee:\$403.00 Page 1 of 47

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MALLARD'S EDGE

AMENDED AND RESTATED

DECLARATION OF RESTRICTIONS, RESERVATIONS, AND COVENANTS

**PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
RESTRICTIONS, RESERVATIONS, AND COVENANTS FOR FOR MALLARD'S
EDGE RECORDED AT INSTRUMENT #2012-0429633 OF THE LORAIN
COUNTY RECORDS ON SEPTEMBER 24, 2012.**

MALLARD'S EDGE
AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS, RESERVATIONS, AND COVENANTS

RECITALS

A. On or about September 24, 2012, Mallard's Edge. Ltd, an Ohio limited liability company ("Developer"), recorded the Mallard's Edge Declaration of Restrictions, Reservations, and Covenants ("Declaration"), at Lorain County Records, Instrument #2012-0429633.

B. The Declaration subjected the real estate described in Exhibit "A" of the Declaration to the covenants, easements, and restrictions contained in the Declaration.

C. Mallards Edge HOA ("Association") is a corporation consisting of all Owners in Mallards Edge and as such is the representative of all Owners.

D. Declarations Article XIV, Section 14.02(e) authorizes amendments to the Declaration.

E. Owners representing at least 75 percent of the Association's current voting power, signed instruments in writing setting forth specifically the matter to be modified ("Amendment"), the purpose and effect of the Amendment being to amend and restate the Declaration and all previously made and recorded amendments to the Declaration, in their entirety.

F. As of April 16, 2026, Owners representing 75.2 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of the Amendment and authorizing the Association's officers to execute the Amendment on their behalf.

G. The proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration have in all respects been complied with.

AMENDMENT

The Declaration of Restrictions, Reservations, and Covenants for for Mallard's Edge is amended by the following:

- A) **DELETE DECLARATION Pages 1 through 49**, as recorded at Lorain County Records Instrument #2012-0429633, as well as all other Exhibits (except to the extent, if any, that any Exhibit is made part of the Amended and Restated Declaration) and any subsequent amendments to the Declaration.

- B) **INSERT the new MALLARD'S EDGE AMENDED AND RESTATED DECLARATION OF RESTRICTIONS, RESERVATIONS, AND COVENANTS, Pages 1 through 36 and Exhibits "A-1" and "B-1"** as attached hereto and as if fully rewritten herein.

- C) Any conflict between the provisions of the Amended and Restated Declaration and Bylaws as contained in the attached documents and the Declaration previously recorded in Lorain County Records Instrument #2012-0429633 is to be interpreted in favor of the provisions of this Amendment. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. On the recording of this Amendment, only Owner of record at the time of the filing have standing to contest the validity of this Amendment, whether on procedural, substantive or any other grounds. Any challenge to the validity of this Amendment *must* be brought in the court of common pleas within one year of the recording of the Amendment.

The Mallards Edge HOA has caused the execution of this instrument this 8th day of May, 2026.

MALLARDS EDGE HOA


By: [Signature] HOA PRESIDENT
RANDY KIMBRO, President

STATE OF OHIO
COUNTY OF Cuyahoga SS

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Mallards Edge HOA, by Randy Kimbro, 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 the officer.

I have set my hand and official seal this 8th day of May, 2026.

[Signature]
NOTARY PUBLIC

Place notary stamp/seal here:

KATHY A. SALVO
Notary Public, State of Ohio
My Commission Expires
February 27, 2027

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

MALLARD'S EDGE
AMENDED AND RESTATED DECLARATION OF RESTRICTIONS, RESERVATIONS
AND COVENANTS

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**MALLARD'S EDGE AMENDED AND RESTATED DECLARATION OF
RESTRICTIONS, RESERVATIONS AND COVENANTS**

PREAMBLE

It is the intent of this Declaration to define Mallard's Edge as a low maintenance development. Services that shall be provided for our community, as contracted by the Board shall include:

- (a) Weekly mowing and edging of all private yards;
- (b) Appropriate periodic mowing of all Common Elements;
- (c) Annual mulch application of all private yards;
- (d) Mulch will be applied to Common Elements as appropriate;
- (e) Snowplowing services to include clearing of snow on driveways, walkways including the walkway from the driveway to the front porch. Specifically excluded are any side yard and rear yard walkways; and
- (f) Twice annual trimming of all shrubs and bushes in the Common Elements and private flowerbeds.

Furthermore, it was the intention of the architect and builder that our cluster overlay community with the houses in close proximity, provide landscaping as much for the enjoyment of each neighbor as for as the homeowner. It is therefore important to maintain front, side, and rear landscaping with a neat, clean appearance. Approval requests for landscaping alterations will take into account the homeowner's goals as well as the effect on the privacy and view from homeowners within the sight lines.

**ARTICLE I
DEFINITIONS**

1.01 ASSOCIATION. The term "Association" shall mean Mallard's Edge HOA, an Ohio non-profit corporation as organized under the laws of the State of Ohio on June 25, 2014 to provide for the ownership and maintenance of the Detention Areas, Common Elements, and the Recreation Facilities provided or installed for the benefit of the occupants of all dwellings situated within the Mallard's Edge Development, and for the administration of this Declaration and the enforcement of Covenants and Restrictions contained in this Declaration, as hereinafter set forth.

- 1.02 BOARD OF DIRECTORS.** The term "Board of Directors" shall mean the Board of Directors of the Association.
- 1.03 BYLAWS.** The term "Bylaws" shall mean the Bylaws of the Mallard's Edge HOA, as recorded on July 23, 2024, at Lorain County Records Instrument No. 2024-0020486 and amended from time to time.
- 1.04 ASSOCIATION EXPENSES.** The term "Association Expenses" shall mean all costs, fees and charges incurred by the Association in carrying out its powers, duties, obligations and authority, including, but without limitation:
- (a) Any cost incurred by the Association in the installation, maintenance, repair, replacement or improvement of any portion of a Detention Area, Island Area, or Common Elements for the purpose of identifying the development, including, but not limited to, any signs, lighting, underground sprinkling system, walls, structures, fences, columns, grass, trees, shrubs and other plants and any other landscaping and/or related costs, including the cost of electricity, water and/or natural gas;
 - (b) Any payments by the Association to employees, agents, or contractors for services in the care, repair, replacement and operation of the Recreation Facilities;
 - (c) Any cost incurred by the Association in the installation, maintenance, repair or replacement of any improvement within or to any Common Elements or Detention Area, including but not limited to, any Recreation Facilities, signs, lighting, underground sprinkling system, walls, structures, bike paths, walkways, fences, columns, grass, trees, shrubs, and landscaping, including the cost of electricity, water and/or natural gas used for such purposes within or for the benefit of the Common Elements or Detention Areas;
 - (d) Any cost incurred by the Association in the installation, maintenance, repair, use, and/or replacement of any signs, lighting, underground sprinkling system, electrical system, walls, structures, fences, columns, grass, trees, shrubs and other plants and other landscaping of any Entry Way, Island Area or Hub, including any cost of electricity, water and/or natural gas and any other cost incurred by the Association in maintaining and caring for the Entry Way(s), Island Area(s) and cul-de-sac Hub(s), including, but not limited to, the costs incurred pursuant to the terms and conditions of any Indemnity Agreement or Agreements that may hereafter be entered into with Eaton Township or Lorain County (the "Indemnity Agreement");

- (e) Any cost incurred in maintaining and caring for the Common Elements, including, without limitation, any cost incurred in the maintenance, repair and/or replacement of any structure, sign, fence, entry way, landscaping, bike path, and other improvements, if any, in any area hereafter designated as a Common Elements on the Plat, and any cost incurred in the operation, maintenance, repair and/or replacement of any equipment used to perform such maintenance, repair, and/or replacement of the landscaping and other improvements;
- (f) Any cost incurred by the Association in the installation, maintenance, repair or replacement of the common and/or multi-party mail box(s) now or hereafter required by the U. S. Postal Service for U. S. Mail delivery service in the Mallards Edge Development, including, but not limited to, any, lighting, structures and walkways now or hereafter constructed or used for U.S. Mail delivery within the Mallards Edge Development.
- (g) Any taxes or assessments with respect to any real or personal property owned by the Association;
- (h) Any premiums for public liability and/or property insurance;
- (i) Any legal and professional fees of the Association;
- (j) Any management fees or charges;
- (k) Any cost of performing any obligation of an Owner that such Owner has failed to perform, to the extent the Association fails to obtain reimbursement from such Owner therefor;
- (l) Any cost of any service desired by the Association which is not provided by a municipality without charge to the Owners or the Association.

1.05 DIRECTOR. The term "Director" shall mean a member of the Board of Directors.

1.06 MEMBER. The term "Member" shall mean each Owner of a Lot within the Mallard's Edge Development.

1.07 COVENANTS AND RESTRICTIONS. The term "Covenants and Restrictions" shall mean the covenants, restrictions, obligations, easements, reservations, conditions, limitations, agreements and rights set forth in this Declaration, the Bylaws, and the rules of the Association.

1.08 DECLARATION. The term "Declaration" shall mean this instrument, as the same is from time to time amended as hereinafter provided.

- 1.09 COMMON ELEMENTS.** The term "Common Element(s)" shall mean and include that part of the Land within the Mallard's Edge Development from time to time made available for the general benefit of Mallard's Edge Lot Owners.
- 1.10 DETENTION AREA.** The term "Detention Area" shall mean those portions of Block A, Block B and Block C of the Mallard's Edge Subdivision that have been improved for the purpose of retaining and/or detaining storm water runoff within the Mallard's Edge Development including, the portions of Willow Creek which run along the northwestern edge of Block C, and any area hereafter delineated as a Detention Area in any existing or future phase of the Mallard's Edge Development, or any portion of the land that is now or hereafter used for the purpose of storm water retention and/or detention within the Mallard's Edge Development. However, any portion of a pond, lake, creek, ditch or storm water detention area that is located on or within the Golf Course Property is not part of the land and therefor is not subject to the Declaration except as otherwise specifically set forth in the Declaration.
- 1.11 DEVELOPMENT PLAN.** The term "Development Plan" shall mean the drawing depicting the general plan for the development of the parcels of real property contemplated to be a part of the of the Mallard's Edge Development. A reduced sized copy of the Development Plan can be found in the Plat Maps recorded at Lorain County Records.
- 1.12 GOLF COURSE.** The golf course improvements and the golf cart paths are situated on the Golf Course Property.
- 1.13 GOLF COURSE PROPERTY.** Golf Course Property shall mean the land abutting, adjacent to, or in the vicinity of the Mallard's Edge Subdivision, upon which there currently are, or may hereafter be situated, various structures and improvements, including but not limited to, all or any part of, (i) a golf course; (ii) golf driving range, (iii) practice putting green, (vi) golf cart paths; and (v) a clubhouse facility and golf pro shop, locker room facilities, food and beverage facilities, parking lots and other facilities which are or will be operated as a golf course. The Golf Course Property is not part of the Land, nor is it governed by the provision of this Declaration, except as expressly and specifically provided herein. No Owner or occupant, nor the Association, nor any member of the Association, shall have any rights in and to, or obligations with respect to, the Golf Course Property, except as expressly and specifically provided herein. The Golf Course Property includes, but is not limited to, the parcels of real property currently designated as Permanent Parcel Nos. 1100026000123, 1100014000039, 1100014000040, 1100015000046, 1100015000047, 1100027000044, 1100006000001, 1100006000044, and 1100007000002.

- 1.14 GOLF COURSE PROPERTY OWNER.** Golf Course Property Owner shall mean the record title holder, whether one or more persons or legal entities of the fee simple title to the Golf Course Property; provided, however, the Golf Course Property Owner shall be deemed to be the person or legal entity then operating the Golf Course. The term "Golf Course Property Owner" shall not mean or refer to any mortgagee of the Golf Course Property unless and until such mortgagee has acquired title to the Golf Course Property pursuant to foreclosure or any proceeding in lieu of foreclosure.
- 1.15 HUB.** The term "Hub" shall mean the island hub within any cul-de-sac of any publicly owned road or drive within Mallard's Edge Development.
- 1.16 ISLAND AREA.** The term "Island Area" shall mean the non-paved area within any publicly owned entryway, road or drive within Mallard's Edge that is otherwise surrounded by pavement and is not a Hub.
- 1.17 LAND.** The term "Land" shall mean the real estate from time to time subject to the provisions of this Declaration. The Land shall consist of the real estate described in Exhibit "A-1", however, specifically excluded from the real estate included as a part of the Land is the real property designated as Lot 27 on the Plat of Mallards Edge Subdivision No. 1, a part of original Eaton Township Lots 15 and 26 as recorded February 10, 2012 in Plat Book 97 pages 33, 34, and 35 of Lorain County Records, and any real property currently or hereafter designated as Golf Course Property.
- 1.18 LOT.** The term "Lot" shall mean any plot of the Land shown as a numbered lot upon any recorded Plat (as hereinafter defined) except that the term "Lot" shall not include Lot No. 27 of Mallard's Edge Subdivision No. 1, nor any Common Elements, Detention Area, Golf Course Property or any other "Block" reflected on a recorded Plat, such as, by way of example and not by way of limitation, Block "C", Block "D", Block "F", Block "G", and Block "H".
- 1.19 MALLARD'S EDGE DEVELOPMENT.** The term "Mallard's Edge Development" shall mean the Land and all improvements thereon and appurtenances thereto.
- 1.20 OFFICIAL APPROVAL.** The term "Official Approval" shall mean the written approval of at least a majority in number of the Directors of the Board of Directors.
- 1.21 OWNER.** The term "Owner" shall mean any person or entity who acquires fee simple title to a Lot.
- 1.22 PLAT.** The term "Plat" shall mean the drawing describing the portion of the Land and the easements encumbering the Land and appurtenant to the Land identified as Mallard's Edge Subdivision No. 1, recorded in Plat Volume 97 , Pages 33, 34,

and 35 of the Lorain County Records, as Mallards Edge Subdivision No. 2, recorded in Plat Book 100, Pages 36, 37, and 38 of the Lorain County Records, as Mallards Edge Subdivision No. 3, recorded in Plat Book 102, Pages 26 and 27 of the Lorain County Records and Mallards Edge Subdivision No. 4, recorded in Plat Book 106, Pages 49, 50, 51, 52 and 53 of the Lorain County Records, and as Mallard's Edge Subdivision No. 5, recorded in Plat Volume 112, Pages 70, 71, and 72 of the Lorain County Records, inclusive, as depicted on Exhibit "B-1".

1.23 RECREATION FACILITIES. The term "Recreation Facilities" shall mean any improvement constructed or installed in the Common Elements that is intended to be made available to the Owners and occupants of the Lots and Residences located within the Mallard's Edge Development, and their invited guests, for recreational or leisure activities.

1.24 RESIDENCE. The term "Residence" shall mean each single-family dwelling constructed within the Mallard' Edge Development, whether it is a single-family home, a residential condominium unit, a detached cluster home, or attached cluster home. Mallard's Edge Development has one hundred and thirty-one (131) Lots and one hundred and thirty (130) Residences included within the Mallard's Edge Development.

1.25 SUBDIVISION. The term "Subdivision" shall mean Lots No 1 through 26, inclusive, of the Mallard's Edge Subdivision No. 1, Lots 28 through 36, inclusive, of Mallard's Edge Subdivision No. 2, Lots 37 through 65, inclusive, of Mallard's Edge Subdivision No. 3, Lots 66 through 116, inclusive, of Mallard's Edge Subdivision No. 4, Lots 117 through 131, inclusive, of Mallard's Edge Subdivision No. 5, and any additional Land that may hereafter be made a part of the Mallard's Edge Development, in Eaton Township, Lorain County, Ohio.

ARTICLE II
RESTRICTIONS ON LOTS AND RESIDENCES

2.01 ALCOHOLIC BEVERAGES. No spirituous, vinous and/or fermented liquor shall be manufactured (except so called "home manufacture" for on-premises consumption by the Owner) or sold, either at wholesale or retail, upon any part of the Land, and no place of public entertainment of any character shall be established, conducted or suffered to remain upon any part of the Land. This provision shall not be applicable to any portion of the Golf Course Property or any portion of the Land that may hereafter be designated as part of the winery property or otherwise licensed by the State of Ohio as part of the premises authorized to manufacture or produce wine.

2.02 ANIMALS. Except as hereinafter provided, no animals will be raised, bred, maintained, or kept within any Lot, Residence, or within the Common Elements for commercial purposes. Household animals such as dogs, cats, birds, fish, or other common household domestic animals may be kept or maintained in a Lot or Residence. Exotic animals, which are rare or unusual animals that are generally thought of as a wild species and are not domesticated, livestock, or poultry of any kind, chicken, pigs, cattle, horses, pigeons or other fowl are prohibited. The restrictions on pets on the Property are further subject to the following:

- (a) The keeping of any permitted animal on the Property is subject to rules and regulations as the Board may from time to time adopt, including, without limitation, the right to levy enforcement Assessments against Persons who do not clean up after their pets.
- (b) No animals will be permitted in any portion of the Property, other than the Lots and Residences, unless they are on a hand-held leash, being carried, or otherwise transported.
- (c) Any pet causing or creating a nuisance or unreasonable disturbance (including, but not limited to, excessive barking which disturbs residents, occupants, or golfers) may be permanently removed from the Property by the Association subject to these restrictions upon three days' written notice from the Board.

2.03 APPROVAL OF PLANS. No building or structure, nor any addition thereto, nor alteration thereof, shall be erected, altered, reconstructed, placed or suffered to remain upon any Lot, Block or other parcel of Land within the Mallard's Edge Development unless and until the size, location, type, style, exterior shape, height, materials of construction thereof, the exterior color scheme therefor, the grading plan (including the grade elevations of the Residence), and a plot plan showing the proposed locations of the Residence or structures on the Lot, and the plans and specifications for the Residence and/or Structure (collectively, the "Plans"), shall have received Official Approval from the Association. A true copy of the Plans shall be lodged permanently with the entity granting Official Approval. No building or structure, nor any addition thereto or exterior alteration thereof, except such as conform to the Approved Plans, shall be erected, altered, reconstructed, placed or suffered to remain within the Mallard's Edge Development unless Official Approval is obtained therefore. All landscaping with respect to a Lot, as reflected in the Approved Plans, shall be promptly completed, or as soon thereafter as weather and soil conditions permit, after the Residence on such Lot has been completed.

- 2.04 ARCHITECTURAL GUIDELINES.** All buildings and structures, and any addition or alteration thereof, that are erected, altered, reconstructed or placed upon any Lot, Block or other Common Elements within the Mallard's Edge Development, shall be constructed and maintained in accordance with the general Architectural Guidelines and incorporated into the Mallards Edge Cluster Overlay Agreement with the Eaton Township Trustees. The Architectural Guidelines may be amended and/or supplemented by the Association, provided any such amendment and/or supplement does not conflict in any material respect with the Architectural Guidelines that have been incorporated into the Mallards Edge Cluster Overlay Agreement or that are otherwise hereafter approved by the Eaton Township Planning Commission.
- 2.05 BUILDING PERMITS.** No building permit shall be sought from a governmental authority for the construction or alteration of any structure within the Mallard's Edge Development unless and until the applicant has first obtained written approval from the Board and then filed with the required governing authority the Plans showing the receipt of Official Approval.
- 2.06 COLOR.** No Owner may change the color of the exterior of a building or Residence without Official Approval, which Official Approval may not be unreasonably withheld.
- 2.07 COMMERCIAL RELIGIOUS OR PROFESSIONAL USES.** No industry, business, trade or full-time occupation or professions of any kind, commercial, religious, educational or otherwise, whether or not designated for profit, altruism, exploration or otherwise, may be conducted, maintained or permitted on any Lot or Residence; provided, however, an Owner may incidentally use an immaterial portion of such Owner's Residence for such Owner's office or studio, provided that the activities therein shall not interfere with the quiet enjoyment of any other Owner, that such use does not result in any Residence becoming principally an office, school or studio as distinct from a Residence, that such use is not advertised, listed or otherwise held out to be a business office to the general public and that there is no indicia visible from the exterior of the Residence which could indicate that the same is being utilized other than as a Residence. In no event, will a day-care center be operated from any Residence.
- 2.08 EATON TOWNSHIP REGULATIONS.** An Owner who acquires title to a Lot shall take such Lot subject to all applicable restrictions, limitations and requirements (collectively, the "Provisions") of Eaton Township, including the Eaton Township Zoning Code (the "Zoning Code"), as it currently exists or is hereafter amended. Where the applicable Provisions or the Zoning Code are more restrictive than those contained in this Declaration, the applicable Provisions or the Zoning Code, shall prevail, and where the provisions contained in this Declaration are more restrictive

than the applicable Provisions or the Zoning Code, the provisions of this Declaration shall prevail.

2.09 FENCES, HEDGES AND TREES. Except: (i) as provided in this Section 2.09, and (ii) for Common Elements and Entry Ways, no natural, artificial or manmade fence, hedge, wall (other than a wall which is part of the Residence), trellis, arbor or any similar natural, artificial or manmade means of screening or physically separating one or more Residences from any other portion of the Land or from any portion of the Golf Course Property shall be permitted without first obtaining Official Approval. Notwithstanding the foregoing, the Owner of a Lot will be permitted to screen with living trees or shrubs, to the extent necessary for reasonable privacy, any patio or deck which abuts or is attached to a Residence. The Owner of any Lot may also plant evergreen trees (such as spruces, hemlocks, pines, furs, and other similar types of evergreen trees) to provide a physical or visual block between Lots. However, the rights enumerated in this section are subject to the additional limitations and restrictions set forth in Section 2.11 and 2.16 for Lots and Common Elements facing or abutting Golf Course Property. The Association, in addition to the general limitations set forth herein, may adopt additional rules, regulations and guidelines which set forth and limit the types, sizes, color, appearance and location of any permitted fence, hedge, wall, trellis arbor or similar items and the extent and types of screening and other landscaping permitted or required. However, in no event, shall any fence be erected or located within the area of any front, side or rear yard or in any location which would be in violation of the Eaton Township Zoning or Building Code or impede access to or from the Golf Course Property.

2.10 GARBAGE AND REFUSE DISPOSAL. No Owner, occupant or tenant of any Lot or Residence shall deposit or leave garbage, waste, putrid substances, junk or other waste materials on any Lot, exterior portion of a Residence, or any other exterior portion of the Mallard's Edge Development, including but not limited to, the Recreational Area, the Detention Area, the Common Elements, any public street, other public property, or in any water course, pond, stream or creek, nor permit any other person to deposit any of such materials on any property owned by or in the possession of such person. A Lot Owner, occupant or tenant may keep such garbage and refuse as shall necessarily accumulate from the last garbage or rubbish collection, provided any such garbage is kept in sanitary containers which shall be subject to regulation by the Association, which containers and refuse, except for the period commencing at dusk on the day prior to the day scheduled for garbage and rubbish collection and thereafter throughout the day scheduled for garbage and rubbish collection for such Lot, shall be kept only on the interior of the garage. No garbage containers may be stored on the exterior portion of a Residence.

As used in this Article, "waste material" shall mean any material which has been discarded or abandoned, or any material no longer in use; and, without limiting the generality of the foregoing, shall include junk, waste boxes, cartons, plastic or wood scraps or shavings, grass clippings, waste paper and paper products, and other combustible materials or substances no longer in use, or, if unused, those discarded or abandoned; metal or ceramic scraps or pieces of all types, glass, or, if unused, those discarded or abandoned; and machinery, appliances or equipment or parts thereof no longer in use, or, if unused, those discarded or abandoned.

As used in this Article, "junk" shall mean abandoned, inoperable, partially dismantled or wrecked vehicles of any kind, whether bus, bicycle, commercial tractor, agricultural tractor, house trailer, truck, trailer, semi-trailer, pole trailer, railroad train, railroad car, street car or trackless trolley, aircraft, lighter-than-air craft, water craft or any other form of device for the transportation of person or property; and without limiting the generality of the foregoing, with respect to any automobile or other transportation device of any kind, the operation of which requires issuance of a license by the United States Government or any agency thereof or by the State of Ohio or any agency or political subdivision thereof, any such automobile or other transportation device shall be deemed to be junk unless a current valid license has been issued for the operation of such automobile or other transportation device and (if required by law) is displayed upon such automobile or other transportation device.

2.11 GENERAL CONSTRUCTION AND IMPROVEMENT LIMITATIONS.

- (a) No oil or gas well or derrick shall be drilled or maintained upon any part of the Land. No elevated or exterior tank of any kind shall be erected, placed or permitted upon any part of the Land.
- (b) Radio, Television, and Satellite Dishes. Antennas expressly permitted by the Federal Communications Commission's ("FCC") over-the-air reception device ("OTARD") rules, including without limitation, satellite dishes one meter or less in diameter, may be installed, in strict compliance with the OTARD rules and reasonable rules, if any, established by the Association, on the roof or exterior wall of any residence or placed or maintained in or above the ground on a pole located in an existing flower bed of any Lot without the prior written approval of the Directors or the architectural committee. No other exterior antenna or external reception, transmission, or communication device will be permitted on the roof or exterior wall of any residence or placed or maintained in or above the ground of any Lot without prior written approval from the Directors or the committee. Subject to applicable easements and recorded rights, no facilities, including poles and wires, for the transmission of electricity, audio or video communications, such as, without limitation, cellular towers, except as expressly permitted

by the OTARD rules, will be permitted on the roof or exterior wall of any residence or be placed or maintained above the surface of the ground on any Lot.

- (c) Except as otherwise provided in this Section 2.11(c) no carport, detached garage, tent, tree house, tree fort, doll house, play house, detached utility shed, barn, shack, temporary building, outbuilding or guest home of any kind, shall be erected, placed or suffered to remain upon any Lot. Further, nothing herein contained shall prohibit the installation of a decorative "gazebo", in the rear yard of any Residence if Official Approval for such gazebo, including the Plans (as hereinafter defined) therefor is obtained prior to installation.
- (d) No swimming pool is permitted on any Lot.
- (e) No trampoline is permitted on any Lot, Block, Common Elements or other portion of the Land.
- (f) No jungle gym, swing set, monkey bar, slide, climbing rope, rope swing, rope ladder, suspension bridge, or other type of playground equipment (all of which is hereafter collectively referred to as "Playground Equipment") is permitted on any Lot, Block or Common Elements.
- (g) All outdoor firewood storage areas, pumps, service meters and HVAC units shall be screened from the view of adjoining Residences, streets and Common Elements by appropriate natural screening.
- (h) Sports Equipment. No basketball hoops or goals, whether portable or permanent are permitted on any Lot or the Common Elements at any time.
- (i) No permanent clotheslines or other exterior clothes drying apparatus is permitted on any Lot or in the Common Elements. Temporary clothes drying devices may be used in rear yards only, and solely during daylight hours, provided they are promptly removed and stored out of view from neighboring properties and Common Elements when not in active use. Temporary apparatus must not be affixed to any building or structure in a way that creates a permanent or semi-permanent installation.

2.12 GENERAL RESTRICTIONS. No Residence shall be erected, altered, placed, or suffered to be upon any Lot such Residence shall meet the applicable requirements of this Article II.

- 2.13 GRADES.** The Board of Directors, shall have the exclusive right to establish grades and slopes on any part of the Land and to fix the grade at which any building or structure hereafter shall be erected or placed upon any part of the Land so that the same may conform to a general plan wherein the established grade and slope of Lots are part of the improvements, so that the same correspond to the grade of the portion of the Land on either side, having due regard for the natural contours and drainage of that portion of the Land.
- 2.14 LANDSCAPING PLAN APPROVAL.** In addition to the other provisions set forth in this Article, the landscaping for any Lot, Block, Recreation Area and Common Elements which is adjacent to any portion of the Golf Course Property shall, for that portion of such Lot, Block, Recreation Area, Residence or Common Elements, which is within ten (10) feet of the Golf Course Property, be in general conformity with the overall landscaping plan of the Golf Course, and shall be subject to the Golf Course Property Owner's prior right of approval, which approval shall not be unreasonably withheld or delayed.
- 2.15 LIGHTING.** The Owner of each Lot is required to install a minimum 6' high light post with a lamp head of the type and style selected by the Association. The light post must be operated on a photo cell and located six (6) feet behind the public sidewalk and on the side of the driveway toward the primary entry located within the front facade of the Residence. Eaton Township permitted the Property to be developed without street lights provided the light post of every Residence remained illuminated every night. As such, all light post lamp heads must be maintained so that light posts are illuminated every night from dusk until dawn.
- 2.16 LIMITATIONS ON FENCES AND HEDGES ABUTTING GOLF COURSE.** To promote a suitable and attractive open space atmosphere, no hedge, fence, wall, building, or other structure will be permitted on any Lot, Block or Common Elements within 20 feet of any portion of the Golf Course Property. Any fence installed in accordance with this section must also be in general conformity with the landscaping plan of the golf course and shall be in conformity with any rules and guidelines which may hereafter be adopted by the Association for fences and hedges within the Mallard's Edge Development. Prior to the installation of any fence, hedge or other structure pursuant to this section the Owner of the Lot must first obtain Official Approval and the prior written approval of the Golf Course Property Owner. In order to obtain Official Approval, the Owner proposing a fence, hedge or other structure must provide drawings and any other relevant information to the Association and the Golf Course Property Owner which shows the height, location, layout, style, design, materials and color of any proposed fence, hedge or other structure.

- 2.17 NOXIOUS ACTIVITIES.** No noxious or offensive activity shall be carried on upon or within any Lot or Residence, nor shall any Lot or Residence be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the neighborhood.
- 2.18 REPAIR OF VEHICLES.** No powered vehicle of any kind shall be constructed or repaired on any Lot, Block, Common Elements or other portion of the Land, except for normal maintenance performed by an Owner entirely within the garage that is appurtenant to the Residence of such Owner.
- 2.19 RESTRICTIONS ON THE USE OF THE COMMON ELEMENTS.** No Owner shall construct, build, place or erect any structure, building, or improvement of any kind under, over or upon any area designated as part of a Common Elements, including, but not limited to, any portion of the Common Elements which is used or designated as a Detention Area. In addition, thereto no individual Owner shall plant any hedges, shrubs, trees, plants, flowers or other vegetation within said areas. No Owner shall in any way obstruct, interfere with or impair the use of any Common Elements or Detention Area in violation of the restrictions set forth in this Declaration or by any governmental agency or governing body. Any Owner who has violated this provision may, upon the written request of the Association, Eaton Township or other governmental agency, be required to remove such obstruction, interference or impairment at the responsible Owner's sole cost and expense.
- 2.20 RESTRICTIONS ON SUBDIVISION.** No portion of a Lot shall be subdivided unless and until a Plat showing such proposed subdivision shall have first received Official Approval. Before any such subdivision becomes effective, the Plat for the same must have endorsed thereon evidence of Official Approval. The Plat showing such approval must be recorded in the Recorder's Office of Lorain County, Ohio.
- 2.21 SIGNS.** Except with respect to signs within the Common Elements which have been or are hereafter installed by the Association, and except with respect to any signs identifying Mallard's Edge Development, no sign, billboard or other advertising device (except a reasonable sign not larger than six (6) square feet offering the Lot or Residence for sale or rent and except any security system sign not more than one (1) square foot in size) shall be erected, placed or suffered to remain upon any Lot, Residence or other portion of the Land.
- 2.22 STORAGE OF MATERIAL.** No lumber, metals, bulk material, refuse or trash shall be burned, whether in indoor incinerators or otherwise (excluding the burning of wood in a fireplace), kept, stored or allowed to accumulate on any portion of the Land, except normal residential accumulation of trash pending pick-up (as set forth above), and building materials during the course of construction or reconstruction of any approved building or structure. Such storage will be permitted for a

reasonable period during construction after first submitting an application to the Association identifying the material, storage location, and time period. The Association will provide written notice of acceptance or rejection of the application.

All storage of personal items must remain within the confines of an enclosed garage including reasonable amounts of racked firewood for normal residential use. No Owner or occupant may store any items on the exterior of the Residence or Lot that are visible from the front of the Lot or an adjacent Lot. This section is not applicable to grills and patio furniture stored within the confines of a patio.

2.23 LEASING OF LOTS. For the purpose of this Section, the term “lease” means, “lease, let, rent, or license.” To create a community of resident Owners, the preservation of property values and the well-being of Owners and occupants, no Lot, including the Residence located on the Lot, can be leased, whether for monetary compensation or not, by an Owner to others for business, speculative, investment, or any other purpose, subject to the following:

- (a) The above prohibition does not apply to:
 - (1) Lots and Residence(s) that are occupied by the parent(s) or child(ren) of the Owner; or,
 - (2) Lots that are leased to a third party by the Owner of the Lot as of the date this Declaration is recorded with the Lorain County Recorder’s Office, and which the Owner has registered with the Association as a “leased Lot” (referred to as “Exempt Lots”) within 90 days of the recording of this Declaration; an Exempt Lot may continue to be leased until titled ownership of the Lot is transferred to a subsequent Owner; upon the date of title transfer, the Lot is no longer an Exempt Lot and is no longer excepted from this lease prohibition; or,
 - (3) Lots that meet a special situation and to avoid a practical difficulty or other undue hardship, each Owner has the right to lease their Lot, including the Residence, to a specified renter/tenant for a one-time period of no more than 24 consecutive calendar months, subject to the restrictions and requirements as identified in sub-sections (b), (c), (d), and (e) below (referred to as “Hardship Lots”). To exercise this right:
 - (i) the Owner must provide the Board with prior, written notice of the lease at least 10 business days prior to its commencement;

- (ii) the Owner may not be more than 60 days delinquent in payment of any Assessment or other amount due to the Association. If the Owner is more than 60 days past due in any payment, the Owner will request from the Board a one-time hardship exception and will not lease the Lot until the Board approves the request.
- (b) Exempt Lots or Hardship Lots are subject to the following conditions and restrictions:
 - (1) Lease terms must be for at least 12 full, consecutive calendar months;
 - (2) A copy of the lease and the names of the tenants and occupants who will reside in the Residence must be provided to the Board at least 10 days prior to the commencement of the lease term;
 - (3) No Lot may be leased to any business or corporate entity for the purpose of corporate housing or similar use;
 - (4) No Lot, including the Residence, may be sub-leased, sublet, or rented by a tenant;
 - (5) No individual room, part, or sub-part of any Residence may be leased, let, or rented;
 - (6) The Association has at all times a limited power-of-attorney from and on behalf of any Owner who is more than 60 days past due in the payment of any Assessment or other amounts due to the Association. The limited power-of-attorney permits the Association to collect the lease or rent payments directly from the lessee, tenant, renter, or licensee until the amount owed to the Association is paid in full;
 - (7) The lessee, tenant, renter, or licensee must abide by the terms of the Declaration, Bylaws, and rules and regulations;
 - (8) When an Owner leases their Lot, the Owner relinquishes access to all amenity privileges, but continues to be responsible for all obligations of ownership of their Lot and Residence and is jointly and severally liable with the lessee, tenant, renter, or licensee to the Association for the conduct of the lessee, tenant, or renter and any damage to Association property; and

- (9) In accordance with Ohio law as well as any applicable municipal codes or regulations, the Association may initiate eviction proceedings to evict any lessee, tenant, or renter for violation of the Declaration, Bylaws, rules, or applicable laws, by any occupant of the Lot, including the Residence, or the Owner of the Lot. The action will be brought by the Association, as the Owner's agent, in the name of the Owner. In addition to any procedures required by State law, the Association will give the Owner at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney fees, will be assessed to the Owner and the Lot's account and is a lien against that Lot.
- (c) Any land contract must be recorded with the Lorain County Recorder's Office and a recorded copy of the land contract must be delivered to the Board within 30 days of the recording. Any land contract not meeting the requirements of this sub-section is an impermissible lease. The buyer of a Lot on a land contract meeting the requirements of this sub-section is considered the Owner of the Lot for all purposes and obligations under this Declaration, the Bylaws, and the rules, except only and specifically to the extent otherwise provided in the land contract between the buyer and seller.
- (d) Whenever any Lot is owned by a corporation, partnership, trust, or other entity, the Owner, through its officers or agents (i.e. president or chief executive officer, partner, or trustee), must designate in writing one particular Person or family that is entitled to occupy the Lot. The designated Person or family must be an employee of or have an ownership or legal interest (e.g. by being a named beneficiary of the trust), in the entity owning the Lot. Only the designated Person or family, its care-givers, co-habitants, and guests may use the Lot. To the extent permitted by law, this requirement is also intended to prevent the purchase and use of any Lot for corporate housing, or as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care, or treatment facility.
- (e) The Board may adopt and enforce rules and definitions in furtherance, but not in contradiction of the above provisions, including, rules to address and eliminate attempts to circumvent the meaning or intent of this Section and in furtherance of the preservation of the Mallard's Edge as an owner-occupied community and against the leasing of Lots for investment or other purposes. The Board has full power and authority to deny the occupancy of any Lot, including the Residence, by any Person or family if the Board, in its sole discretion, determines that the Owner of the Lot is intending or seeking to circumvent the meaning, purpose, or intent of this Section.

2.24 PONDS. The ponds are available for the use and enjoyment of the Owners, subject to the terms and conditions of this Declaration and subject to the rules, provided that access to the ponds is only be permitted through the Common Elements. The use of the ponds shall be subject to the following restrictions (in addition to other terms and conditions of this Declaration applicable thereto):

- (a) No Owner is permitted to use any pond in a manner that unreasonably interferes with (1) the use and enjoyment of such pond by another Owner or (2) the use and enjoyment of any Lot.
- (b) The ponds are not permitted to be used after dark.
- (c) No swimming is permitted in the ponds.
- (d) Motorized or non-motorized vehicles are not permitted in or on any pond including but not limited to boats, kayaks, rafts, homemade vessels, paddle boats, jet skis. The Board may approve temporary use of non-motorized vehicles for maintenance of the ponds as needed.
- (e) Remote control boats up to and including 24 inches long is permitted to be operated on the ponds as long as its use avoids an approximate 15 ft. circumference from any fountain head.
- (f) Fishing may be permitted as approved by the Board and defined in the rules and Regulations of the Association.
- (g) No commercial use of any kind may be made of a pond.
- (h) No noxious, hazardous or offensive substances, trash or debris is permitted to be discharged in any pond, stream or drainage swale.
- (i) No water shall be withdrawn from any pond by any Owner.
- (j) The use of the ponds, streams or drainage swales is subject to the laws, rules and regulations of all applicable governmental authorities.

2.25 OCCUPANCY RESTRICTION. A person who is classified as a sex offender/child-victim offender and for whom the County sheriff or other government entity must provide community notice of the sex offender's residential address, is prohibited from residing in or occupying a Lot, including the Residence on the Lot, and from remaining in or on the Property for any length of time. The classification of a sex offender/child-victim offender and the determination of whether notice is required is made by a court of law in accordance with the Ohio Sex Offenders Act, or similar statute from another jurisdiction as either may be amended or renamed from time

to time. The Association is not liable to any Owner, occupant, or visitor of any Owner, or of the Association, as a result of the Association's alleged failure, whether negligent or otherwise, to enforce any provision of this Occupancy Restriction.

2.26 FLAGS. Flag holders may be affixed to or placed upon the exterior wall of the Residence and/or the garage, or from a free-standing flagpole in the ground, and are subject to the rules prescribed by the Association's Board of Directors and Ohio and Federal law. Standard-sized flag(s) (not to exceed 3 feet by 5 feet) of the United States of America or other flag(s), which Ohio law determines may not be prohibited from being displayed, are permitted. Other types of flags or banners may be allowed to be displayed so long as they are displayed or hung appropriately with a flag pole, but are subject to the Board's approval of their size, placement, color, finish, and design. The flag must immediately be removed or replaced once it is worn, faded, or tattered.

2.27 SOLAR ENERGY COLLECTION DEVICES. The Association promotes the use of solar energy collection for electricity generation of the Residences, but desires to ensure uniform installation and design of Solar Energy Collection Devices. A "Solar Energy Collection Device" ("SECD") means any device manufactured and sold of the purpose of facilitating the collection and beneficial use of solar energy, including passive heating panels or building components and solar photovoltaic apparatus. The following restrictions apply for the installation of a SECD on the individual Lots:

- (a) SECD are prohibited from being installed unless the Owner has obtained written approval by the Design Review Board.
- (b) SECD are not permitted to be mounted anywhere on the Lot except on the roof of the Residence.
- (c) All components of the SECD must be compatible with the design of the Residence. For purposes of this requirement, examples of compatibility include, but are not limited to, the following: the color of the SECD system components must be the same color of the dwelling roof shingles to the greatest extent practical. Photovoltaic / solar "shingles" that mimic the look of a composite shingle are acceptable but must match the color of the current dwelling roof shingles as much as is practical.
- (d) Piping, electrical connections, or other lines or wires must be located directly under the system and/or alongside the perimeter of the system, when possible, and placed as inconspicuously as possible so that there is no exposed piping, electrical connections, or other lines or wires when viewed from all angles of the Lot.

- (e) The SECD array must be installed as close as possible to the ridge of the roof where it is attached.
- (f) Solar shingles must cover the entire side of the roof where installed.
- (g) All SECD installations will be kept in good repair, free of cracks, breakage, or non-uniformity.
- (h) The Design Review Board may adopt additional specifications for permitted SECD installations so long as such specifications do not conflict with the provisions of this Section.

2.28 VEHICLES. The Board may create and enforce reasonable rules concerning the parking of any vehicle permitted on the Common Elements or the streets of the Subdivision. In addition to its authority to levy enforcement Assessments for the violation of such rules, the Board may cause the removal of any vehicle violating such rules.

No commercial vehicles of any kind shall be permitted to be parked in Mallards Edge development or driveways unless the same is present in the actual construction, repair or maintenance of the dwelling.

No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Subdivision.

No boats, trailers, campers or mobile homes shall be parked or stored on any street of the Subdivision or on any Lot (except in an enclosed garage shielded from view) for any time period longer than seventy-two (72) hours in any thirty (30) day period. The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" shall include and mean every type of motor vehicle other than passenger cars, passenger vans and any vehicle other than any light pickup truck which is used as a personal automotive vehicle by an Owner or a member of an Owner's family.

ARTICLE III

MAINTENANCE, ACCESS, UTILITIES AND GOLF COURSE EASEMENTS

3.01 EXISTING EASEMENTS. The Land is subject to all easements, rights-of-way, conditions and restrictions of record existing as of the date of the recording of this Declaration.

- 3.02 MAINTENANCE AND ACCESS EASEMENTS.** The Association has perpetual, non-exclusive easements and rights-of-way over all portions of each Lot and Block, (excluding only the Residences thereon) in common with the Owner thereof for the following purposes: (a) to perform any obligation that the Association is obligated to perform or that the Owner of such Lot or Residence is obligated to perform, but which the Owner has failed to do and which the Association has the right to perform pursuant to this Declaration; and (b) for all other purposes which may be necessary or desirable to maintain Mallard's Edge Development as a first class residential community. No Owner shall in any way obstruct, interfere with or impair the easement rights granted to the Association by this Section, and any such obstruction, interference or impairment may be eliminated by the Association at the expense of the Owner causing same.
- 3.03 UTILITIES.** The Board of Directors, on behalf of the Association has the sole and exclusive right to grant to gas companies, electric companies, telephone companies, cable television companies, water and sewer companies or authorities and/or other public or private utilities, governmental authorities, other Owners and to any other person or entity, any consents, rights, licenses, easements and rights-of-way for the installation, extension, construction, maintenance, repair, replacement, operation and removal of utility facilities, including electric, light, cable television, internet, telephone and telegraph poles, lines and conduits, gas, water and sewer lines, mains and connections, in, upon and through any portion of the Land, including, but not limited to, the public roads (subject to obtaining any necessary approval from Eaton Township and/or the appropriate office or department of Lorain County). The Board of Directors, on behalf of the Association has the sole and exclusive right to modify any of such consents, rights, licenses, easements and rights-of-way, including the relocation of any thereof; provided, however, such relocation shall not unreasonably interfere with existing utility connections to the Residences. Each Owner does hereby consent to, affirm and constitute the Association as such Owner's attorney-in-fact to grant and modify such consents, rights, licenses, easements and rights-of-way. If the Board of Directors cease to exist, then the right to grant and modify such consents, rights, licenses, easements and rights-of-way shall be automatically vested in the Board of Trustees of Eaton Township, Ohio.
- 3.04 RIGHTS AND EASEMENTS FOR THE BENEFIT OF THE GOLF COURSE PROPERTY.** There is hereby reserved for the benefit of the Golf Course Property Owner, its successors, assigns and successors-in-title with respect to the Golf Course Property, the following alienable, transferrable, and perpetual rights and easements:

- (a) **GOLF COURSE MAINTENANCE.** The non-exclusive right of access and easement over and across the portions of the Common Elements which abut or are adjacent to any portion of the Golf Course Property. This reserved right and easement shall permit, but shall not obligate, the Golf Course Property Owner and its agents, employees, successors, and assigns with respect to the Golf Course Property, to go upon any such portions of the Common Elements which abut or are adjacent to any portion of the Golf Course Property, to maintain or landscape the area encumbered by such easement. Such maintenance and landscaping shall include planting of grass, watering, application of fertilizer, mowing, and the removal of underbrush, stumps, trash or debris, and trees having a trunk diameter of six (6) inches or less at a point one foot above ground level. The area encumbered by this easement shall be limited to the portion of the Common Elements which are within twenty five (25) feet of those boundary lines of the Common Elements which abut or are adjacent to the Golf Course Property or abut or are adjacent to lakes, ponds, or other bodies of water abutting the Golf Course or Golf Course Property.
- (b) **WATER AND SANITARY SEWER TIE-INS.** The Golf Course Property Owner shall have the right to tie restrooms, snack shops and other facilities situated or to be situated on the Golf Course Property into the waterlines, storm sewers and/or sanitary sewer lines situated on the Land so long as: (i) such tie-ins are made in accordance with the requirements of the Eaton Township or other governmental authority or utility company having jurisdiction; (ii) such tie-ins do not overburden the water, storm sewer and/or sanitary sewer lines; (iii) such tie-ins are at the expense of the Golf Course Property Owner; (iv) such tie-ins shall not materially impair or interfere with the reasonable use and enjoyment of any Residence; (v) the lines installed by the Golf Course Property Owner through the Land are maintained by the Golf Course Property Owner; and (vi) any areas disturbed by such tie-ins and the repair and maintenance thereof are restored to substantially the condition in which they were found.
- (c) **ENVIRONMENTAL EASEMENT.** There is hereby reserved for the benefit of the Golf Course Property Owner and their respective agents, employees, successors, and assigns, an alienable, transferrable, and perpetual right and easement on, over, and across all Lots, Blocks and Common Elements, for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, and procedures from time to time promulgated or instituted by any governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides and the right to maintain designated "wetland" areas.

3.05 RIGHTS AND EASEMENTS FOR THE BENEFIT OF EATON TOWNSHIP. There is hereby reserved for the benefit of Eaton Township the following perpetual rights and easements with respect to all portions of the Land that have been or are hereafter designated as Common Elements within the Mallards Edge Subdivision:

- (a) COMMON ELEMENTS MAINTENANCE.** The non-exclusive right of access and easement over and across each Block or other portion of the Land now or hereafter designated as a Common Elements for the following purposes: (a) to perform any maintenance or repair obligation that affects the public health, safety and welfare that the Association is obligated to perform, but which the Association, after notice from Eaton Township as hereinafter set forth, has failed to perform and which the Association, has the right to perform pursuant to this Declaration; and (b) for emergency purposes during the period of the emergency.
- (b)** Eaton Township shall not be obligated to maintain or repair any portion of the Common Elements or any of the improvements located within the Common Elements. However, in the event the Association, fails to maintain or repair the Common Elements or any improvements located within the Common Elements, including but not limited to any Detention Area, and such failure affects the public health, safety or welfare, then Eaton Township may provide the Association with written notice of the maintenance work or repairs that need to be completed. In the event the Association fails to commence the needed maintenance work or repairs within thirty (30) days after the Association's receipt of such written notice, Eaton Township shall have the right, at the expense of the Association, to enter the Common Elements and perform such maintenance and repairs as are required. Such right shall be in addition to any other remedies available to Eaton Township at law or in equity.
- (c)** In the event the Association, after its receipt of the required written notice from Eaton Township, fails to commence the necessary repairs within the 30 day period set forth above, or having commenced such repairs within said 30 day period, fails to thereafter complete the required maintenance and repairs within a reasonable time period, and Eaton Township thereafter incurs costs and expenses required to perform the required maintenance or repairs, the Association shall reimburse the Association for such expenses and costs within thirty (30) days after receiving a detailed written statement from Eaton Township which itemizes the type and amount of the expenses and costs incurred.

- (d) In the event the Association fails to pay Eaton Township as set forth above, then Eaton Township shall have the right to file a lien upon the Common Elements parcel(s) upon which the maintenance and repairs were performed for the amount of the costs and expenses, if any, which remains unpaid by the Association after the thirty day period set forth above has expired. Individual liens may also be filed against each of the Lots in the Mallards Edge Subdivision, provided the lien placed upon any Lot is not more than such Lot's proportional share (based upon the total number of Lots in the Mallards Edge Subdivision) of the total amount owed to Eaton Township for the repairs and maintenance performed by the township.

**ARTICLE IV
GOLF COURSE PROPERTY OWNERSHIP AND USE**

- 4.01 OWNERSHIP OF THE GOLF COURSE PROPERTY.** No person or entity, by reason of their ownership of a Lot, Block, Residence or any other portion of the Land within the Mallard's Edge Subdivision, shall obtain any ownership rights in, or have any right or economic interest in or to, the Golf Course, the Golf Course Property and/or to its facilities and/or the use or enjoyment thereof except as may otherwise be set forth in this Declaration.
- 4.02 QUIET ENJOYMENT OF GOLF COURSE PROPERTY.** Owners of Lots, as well as their families, tenants, guests, invitees and pets shall be obligated to refrain from any actions which would distract from the playing qualities of the golf course located on the Golf Course Property. Such prohibited activities shall include, but not be limited to, burning materials where the smoke will cross over or upon the Golf Course Property, maintenance of dogs or other pets under conditions which interfere with Golf Course play due to their loud or continuous barking or other actions, playing of loud radios, televisions, stereos, or musical instruments, running, walking, sitting or laying on the Golf Course, picking up golf balls, or similar interference with play.
- 4.03 NON-USE OF GOLF COURSE PROPERTY.** Use of the Golf Course Property is only available to customers, guests and invitees of the Golf Course Property Owner. Ownership of a Lot within Mallard's Edge does not give to any Owner a vested right or easement, prescriptive or otherwise, to enter upon or use the Golf Course Property or the Golf Course cart paths and does not grant any ownership or membership interest in the Golf Course or Golf Course Property.

- 4.04 USE OF THE NAME "MALLARD'S CREEK".** No person shall use the words "Mallard's Creek" or any derivative thereof, in any printed or promotional material without the prior written consent of the Association and the Golf Course Property Owner. However, Owners may use the name "Mallard's Edge" in printed and promotional material where such words are used solely to specify that particular property is located within the Mallard's Edge Development.
- 4.05 LAKES, STREAMS AND WATER BODIES.** All lakes, ponds, and streams within the Golf Course Property, are for the primary use and benefit of the Golf Course Property Owner. The Golf Course Property Owner shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Golf Course Property.
- 4.06 EASEMENT.** A perpetual easement to permit the doing of every act necessary and proper to the playing of golf on the Golf Course Property is hereby granted and established upon each Lot and Common Elements that abuts or is adjacent to any portion of the Golf Course Property. The acts permitted in this easement shall include, but not be limited to, the flight of golf balls over and upon such Lots and Common Elements, the use of necessary and unusual equipment upon such Golf Course and Golf Course Property, the usual and common noise level created by the playing of the game of golf and the noise level associated with the construction, maintenance, repair and rebuilding of the golf course and the golf course improvements on the Golf Course Property, together with all the other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the use, operation and maintenance of a Golf Course, including, but not limited to mowing the grass located on the golf course and the Golf Course Property.
- 4.07 ASSUMPTION OF RISK ASSOCIATED WITH THE GAME OF GOLF.** Upon the purchase, occupancy or use of any Lot which is subject to this Declaration, each Owner, for themselves and the their family members, visitors, and invited quests, assumes the risks which are associated with the game of golf and the flight of golf balls over and upon such Lot or other property, including but not limited to, the possibility of damage to their property, real or personal, and injury to themselves, their family, friends, invited guests, visitors, or any other person on their property and agrees to hold harmless the Association and the Golf Course Property Owner, and their respective successors and assigns, from any and all claims arising from an damage or injury which occurred by reason of the operation of the golf course, the flight of a golf ball, the use of a golf cart or from being hit by a golf ball or other instrument associated with the game of golf.

4.08 NOTICE OF EXISTENCE AND OPERATION OF GOLF COURSE. Upon the purchase or occupancy of a Lot or other property which is subject to this Declaration, each Owner, for themselves and the members of their family, acknowledges that a golf course currently exists on the Golf Course Property. Each Owner further acknowledges that the Lots, Blocks and Common Elements which abut or are adjacent to the Golf Course Property will be subject to all risks associated with the game of golf. Each Owner further acknowledges that golf holes currently exist on the Golf Course Property and that as the golf holes are currently designed and constructed it is foreseeable and likely that golf balls will from time to time be hit onto the Lots, Blocks and Common Elements in the Mallard's Edge Development.

In many instances, the golf balls will have sufficient force and velocity to cause serious bodily injury to a person or damage to the Residences, buildings, structures, automobiles, and other items of personal property located upon or in the vicinity of the Lots, Blocks, Common Elements, Residences, and street right of ways which abut, are adjacent to, or within the general vicinity of, the Golf Course Property. The Owner of each Lot, upon the purchase of such property, waives any and all rights such person may have against the Association or the Golf Course Property Owner, to the extent permissible by law, for any injury resulting from the negligent design or construction of the Golf Course, or the location of said Lot, Block, Common Elements, or Residence in relation to the Golf Course or the Golf Course Property. Each Owner agrees to hold the Association and the Golf Course Property Owner harmless against all claims or demands for compensation for personal injury or property damage arising from any damage or injury which may hereafter occur on or to such Owner's Lot or Residence or upon any Block, Common Elements, or other land within the development, which was caused in all or part from the use, operation or maintenance of the Golf Course Property, including, but not limited to, damage or injury from golf balls hit from the Golf Course Property.

4.09 NON-INTERFERENCE WITH OPERATION OF GOLF COURSE. The Owner of each Lot and Residence hereby agrees that neither they, nor any member of their family or household, will in any way prevent, limit, interfere with, or attempt to prevent, limit, or interfere with, the construction, repair, maintenance, use or operation of a Golf Course on the Golf Course Property or in any way prevent the normal and customary activities associated with the ongoing repair, maintenance, and use of the Golf Course Property. The Owner of each Lot and Residence, upon the purchase of such Lot or Residence, waives any claim or right they may have to the effect that any normal, customary or required activity associated with the construction, use, operation, repair, rebuilding, upkeep or maintenance of the Golf Course or the Golf Course Property is a nuisance or should be limited or restricted to any specific months, weeks, time or day or number of hours per day.

ARTICLE V
TREE LAWNS, ISLAND AREAS AND HUBS

- 5.01 CARE OF TREE LAWNS.** Except as hereinafter provided, each Owner of a Lot shall be responsible for all maintenance and care of the tree lawn abutting such Owner's Lot. The Association shall be responsible for all maintenance and care of the tree lawns abutting any block or other property owned by the Association.
- 5.02 HUBS AND ISLAND AREAS.** The Association shall have the responsibility for maintaining and caring for the Island Areas and the Hubs. The Association may hereafter enter into an agreement with Eaton Township setting forth the terms, conditions and obligation of the Association in conjunction with the Association's use, maintenance and care of the cul-de-sac Hubs and street Island Areas. The obligations of any such agreement are the obligations of the Association.

ARTICLE VI
COMMON ELEMENTS

- 6.01 ACCEPTANCE AND OWNERSHIP OF THE COMMON ELEMENTS.** The Association has full ownership of the Common Elements, including the areas designated as Block "C", Block "D", Block "F", Block "G", and Block "H" on the Plat. Such areas are designated as "Common Elements". The Association is the sole, absolute and unconditional Owner of the Common Elements (subject to the easements as shown on any recorded Plat of any current or future phase of the Mallard's Edge Development), as well as the sole, absolute and unconditional Owner of any equipment, systems, facilities, sprinkler systems or other improvements located thereon, which have been installed within such Common Elements.
- 6.02 COST OF REPAIR OR REPLACEMENT OF FACILITIES.** The cost of any major repair or replacement of any equipment, system, apparatus or facilities located in the Common Elements and owned by the Association, or the expansion or addition of any Association facilities in excess of such facilities or apparatus that are installed in said Common Elements shall be paid by an assessment to the members of the Association. The amount of the assessment shall be computed and determined by the Board of Directors; and each member of the Association shall be assessed their proportionate share, based upon the total number of Residences at the time of such assessment.
- 6.03 USE AND CARE OF THE COMMON ELEMENTS.** The Association hereby reserves, for itself and for the benefit of all Lot Owners the portion of Land made available for the general benefit of Mallard's Edge Lot Owners, including the right of access to and from each Common Elements to install, use, maintain, repair and replace utilities, facilities, apparatus, sprinkler systems, landscaping, pathways,

or any other similar or related items within each Common Elements. No Owner shall have the right to be permitted to care for or maintain the Common Elements; such right and obligation of care and maintenance being that of the Association. If, in conjunction with the care or maintenance of the Common Elements, any portion of any Lot is damaged, the Association shall be responsible for repairing such damage at the sole cost and expense of the Association. It is the intent of this Section that the Common Elements is for the general benefit of all Lot Owners in Mallard's Edge Subdivision.

ARTICLE VII
THE ASSOCIATION

- 7.01 ADMINISTRATION BY THE ASSOCIATION.** The administration, maintenance and management of each Common Elements, Detention Area, Hubs and Island Areas and the administration and enforcement of the Covenants and Restrictions contained in this Declaration which directly relate to such areas shall be by the Association in accordance with the terms and provisions of this Declaration.
- 7.02 BOARD OF DIRECTORS.** The Board of Directors and officers of the Association will exercise the powers, discharge the duties, and be vested with the rights of the Association conferred by operation of law, the Bylaws, and this Declaration, unless a vote of the Owners is specifically required; provided, however, that in the event any power, duty, or right will be deemed exercisable or dischargeable by, or vested in, an officer or member of the Board, solely in their capacity as an officer or a member of the Board, they will be deemed to act in a capacity to the extent required to authenticate their acts and to carry out the purposes of this Declaration and the Bylaws.
- 7.03 COMPLIANCE BY OWNERS.** Each Owner of a Lot, and each tenant and/or occupant of any Lot, shall comply with the terms and provisions of this Declaration, the Bylaws of the Association and all other reasonable rules and regulations of the Association or their representatives, all as lawfully amended from time to time. The failure to comply with any such terms, provisions, rules, regulations or decisions shall be grounds for an action to recover sums due as and for damages, and/or for injunctive and/or other appropriate relief.
- 7.04 FORMATION OF THE ASSOCIATION.** An Ohio not for profit corporation known as the Mallard's Edge Homeowner's Association, Inc., has been formed (referred to herein as the "Association ") to provide for ownership of the Common Elements and Recreation Facilities and the maintenance of the Island Areas, Hubs, Common Elements, Detention Area and Recreation Facilities. In addition, the Association will provide for the administration of this Declaration and the enforcement of the Covenants and Restrictions contained in this Declaration. The Association has

been established for the use and benefit of the Owners and residents of Mallard's Edge Development.

- 7.05 MEMBERSHIP IN THE ASSOCIATION.** Each Owner of a Lot, upon acquisition of the record title to such Lot, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of the fee simple interest in the Lot, at which time the new Owner of such Lot shall automatically become a member of the Association.

Membership in the Association shall automatically grant to resident members, or their tenants, and their immediate families and other occupants residing with them and permitted guests, the right to use the Recreation Facilities in common with the other resident members of the Association, or their tenants, and their immediate families and other occupants residing with them and permitted guests, subject to and in accordance with the rules and regulations from time to time adopted by the Association Board of Directors; and each member shall pay the dues and assessments in the manner hereinafter set forth and as set forth in the Articles of Incorporation and Bylaws of the Association.

No Owner of a Lot in the Mallard's Edge Development may be exempted or excused from membership in the Association and/or from the payment of the dues and assessments due to the Association by virtue of such person's non-use of the Recreation Facilities owned by the Association, or for any other reason.

ARTICLE VIII ASSOCIATION ASSESSMENTS

- 8.01 ABANDONMENT.** No Owner shall be exempt from liability for such Owner's share of the Association assessments by the abandonment of the Owner's Lot.
- 8.02 ASSOCIATION ASSESSMENTS.** Each Owner of a Lot hereby agrees to pay to the Association: (a) the annual assessments levied by the Association; and (b) such special assessments which may be levied by the Association as hereinafter provided. The annual assessments and special assessments shall be used to pay the Association Expenses. In addition, the annual assessments may be used to fund reasonable reserves which may be required to pay future Association Expenses.
- 8.03 DISPUTE AS TO ASSESSMENTS.** Any Owner who believes that the portion of any assessments levied with respect to such Owner's Lot or Residence, for which a certificate of continuing lien has been filed by the Association, has been improperly charged against such Lot or Residence may bring an action in the Court of Common Pleas for Lorain County, Ohio, for the discharge of such lien. In any such action, if it is finally determined that such portion of the assessments has been improperly

charged, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of such lien.

- 8.04 INTEREST.** Delinquent assessments shall bear interest at the rate of eight percent (8%) per annum or such other interest rates as are from time to time established by the Association (which interest rate shall not exceed the maximum legal interest rate allowed to be charged to an individual under the laws of the State of Ohio then in effect). The Association shall also have the right to establish a reasonable late charge for delinquent payments in addition to interest charges.
- 8.05 LEGAL FEES AND COSTS OF COLLECTION.** In the event an Owner is delinquent in the payment of any assessment, whether annual or special, or in the event an Owner fails to perform any obligation or pay any cost, expense, damage reimbursement, or other amount required of an Owner pursuant to this Declaration, then such Owner shall pay all costs incurred by the Association to collect the amount owed or to enforce the provisions of this Declaration with respect to such Owner. The collection and/or enforcement costs may include, but shall not necessarily be limited to, any and all legal and attorneys' fees and other costs incurred by the Association to enforce this Declaration and/or collect the amount owed by such Owner. The collection costs, at the election of the Association, may be assessed and enforced against the applicable Lot(s) as a special assessment.
- 8.06 LIABILITY UPON VOLUNTARY CONVEYANCE.** In a voluntary conveyance of a Lot, the grantee of the Lot, shall be jointly and severally liable with the grantor thereof for all unpaid Association assessments levied with respect to the Lot up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from Board of Directors setting forth the applicable amount of all unpaid assessments levied with respect to the Lot.
- 8.07 LIEN OF ASSOCIATION.** The Association shall have a continuing lien upon the estate or interest in any Lot, for the payment of the assessments chargeable against such Lot which remain unpaid for thirty (30) days after the same have become due and payable, together with the interest and late charges assessed in accordance with Section 8.04 hereof and collection and enforcement costs assessed in accordance with Section 8.05 hereof. The lien shall take effect from the time a certificate therefor, signed by an authorized officer or other designated agent of the Association, is filed with the Recorder of Lorain County, Ohio, pursuant to the authority given by the Board of Directors. Such certificate shall contain a description of the Lot, and the name or names of the record Owner or Owners thereof, and the amount of such unpaid portion of the assessments. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or

order of the court in an action brought to discharge such lien as hereinafter provided. In addition, the Owner of the Lot shall be personally liable for the assessments chargeable to the Lot for the period of such Owner's ownership of the Lot. No portion of the Land which does not consist of a Lot shall be subject to a lien for Association assessments.

- 8.08 NON-LIABILITY FOR PAST DUE ASSESSMENTS.** If the holder of a first mortgage of record, or other purchaser of a Lot acquires title to the Lot as a result of foreclosure of the first mortgage, or if the mortgagee accepts a deed in lieu of foreclosure, then such acquirer of title, its successors and assigns, shall not be liable for the share of the Association assessments levied with respect to such Lot which became due prior to the acquisition of title to same by such acquirer. Such unpaid share of such assessments shall be deemed to be an Association Expense collectible from all Owners, including that of such acquirer, its successors and assigns.
- 8.09 PAYMENT OF ASSESSMENTS.** The Board of Directors have the right to require that the annual assessment be paid in monthly or other periodic installments during the year. Each year the Board of Directors will establish a budget setting forth the estimate by the Board of Directors of the Association Expenses for the following year. The annual assessment shall be equal to the estimate of the Association Expenses for the following year, together with a reasonable addition to the reserves of the Association for the cost of unexpected repairs and replacement of major improvements to repair and replace major capital items in the normal course of operations without the necessity of special assessments, unless the Owners exercising not less than a majority of the voting power of the Association waive this reserve requirement in writing annually. Each Owner shall be responsible for and shall pay that portion of the annual assessment equal to the total annual assessment divided by 130, the number of Lots within the Mallard's Edge Development.
- 8.10 PRIORITY OF THE ASSOCIATION'S LIEN.** The lien provided for in this Article for assessments shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments, and such lien may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association or by any authorized officer of the Association pursuant to the authority given to such officer by the Board of Directors. In any such foreclosure action, the Owner or Owners of the Lot shall be required to pay a reasonable rental for the Lot 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. In any such foreclosure action, the Association, or its agent, duly authorized by action of the Board of Directors, shall be entitled to become a purchaser at the foreclosure sale.

- 8.11 RIGHTS OF FIRST MORTGAGEES.** Any first mortgagee of any Lot shall have the right to notify the Association in writing that such mortgagee desires to receive notice from the Association of any delinquency in the payment by the Owner of a Lot which is encumbered by the mortgage held by the mortgagee and upon such written request, the Association shall notify the first mortgagee if and to the extent that such Owner is more than thirty (30) days delinquent in the payment of applicable assessments.
- 8.12 SPECIAL ASSESSMENTS.** The Association shall have the right, by action of its Board of Directors, from time to time, to levy special assessments to pay any Association Expense which is extraordinary and nonrecurring. Each Owner shall be responsible for and shall pay that portion of a special assessment equal to the special assessment divided by 130, the number of Lots within the Mallard's Edge Development.

ARTICLE IX
OBLIGATIONS OF OWNERS

- 9.01 REPAIR OBLIGATIONS.** If any portion of the Common Elements, the Golf Course Property, the Recreational Area, Island Areas, or the Hubs, is damaged or destroyed as a result of any negligent or willful act or as a result of neglect of an Owner, or such Owner's guests, tenants or grantees, then the Association shall repair, at such Owner's cost and expense, all such items for which the Association is responsible to maintain.
- 9.02 MAINTENANCE AND REPAIR OF RESIDENCE AND APPURTENANT AREAS.** Each Lot Owner shall maintain and keep in good condition and repair, at such Owner's cost and expense, the entire exterior of such Lot Owner's Residence, including any mailbox, and cause the same to be repainted periodically in the color permitted under the terms of this Declaration and/or resurfaced and/or otherwise maintained in a first-class high quality manner. Each Lot Owner shall also be responsible for the maintenance, repair and replacement, at the Owner's cost and expense, of the tree lawn and sidewalk, if any, which is adjacent to, contiguous with or is within all or any part of the Owner's Lot (including any portion of such tree lawn lying within a right-of-way). Each Lot Owner shall also be responsible, at the Owner's cost and expense, for the repair, maintenance and replacement of the driveway, and the driveway apron situated outside of the Owner's Lot. After a Residence is constructed on a Lot, the Owner of such Lot shall promptly landscape the Lot containing such Residence in accordance with the provisions of Section 2.03 this Declaration and at all times thereafter maintain such landscaping and lawn in a sightly state and condition and in accordance with the restrictions set forth in this Declaration.

9.03 ASSOCIATION LIEN. If an Owner shall fail to perform or observe the Owner's obligations under this Article, then the Association shall have the right to perform the same and charge the entire cost and expense thereof to the Owner and such cost and expense so charged by the Association shall be deemed to be a lien of the same class and character as a lien against the Lot of such Owner for the nonpayment of Association assessments.

ARTICLE X ENFORCEMENT

10.01 OBLIGATION OF OWNER. Each Owner of a Lot in the Mallard's Edge Development, by the acceptance of a deed to a Lot, covenants and agrees with the Association and all of the members of the Association, that the Owner of the Lot shall pay, as and when due, the full amount of all dues and assessments due to the Association; and if the same are not paid, the same shall constitute a continuing lien against the Lot, and such Lot may not be transferred, sold or assigned unless and until the amount of all dues and assessments including all collection costs and attorneys' fees due the association have been paid in full. As provided in this Declaration, or in the Association Bylaws, if the annual Association dues or a special assessment, or installment of a special assessment, are not paid within thirty (30) days after the due date, such delinquent amount shall bear interest from the due date at the rate of eight percent (8%) per annum, or such other rate as hereafter established by the Association, and the Association may, after such thirty (30) days, bring an action at law against the Owner of said Lot and (additionally or alternatively) may foreclose the lien against the Lot; and in the event a judgment is obtained, such judgment shall include interest on the delinquent amount as above provided, together with the cost of the action, including, but not limited to, the Association's legal and attorneys' fees and other expenses of litigation. The Association may file in the office of the County Recorder a notice of lien to evidence any delinquent dues or assessments, but the Association shall not be under any duty to file such notice of lien, and its failure or omission to do so shall not in any way impair or affect the Association's lien and other rights in and against the Owner, against the Residence or against any other person responsible for such payment.

10.02 RIGHT OF ASSOCIATION TO ENFORCE TERMS OF THE DECLARATION. The Association has the right, in case of any violation or breach of this Declaration, to restrain such violation or breach, to recover damages therefor, and/or to enter the property upon or as to which such violation or breach exists and summarily abate and eliminate same at the expense of the Owner thereof. The Association shall not by reason of the foregoing action be deemed guilty of any manner of trespass for such entry, abatement or elimination. Failure of the Association to enforce any provision of this Declaration shall in no event be construed, taken or held to be in

any manner a waiver thereof, or acquiescence in or consent to any further or succeeding breach or violation of the same or any other provision of this Declaration. The Association shall at any and all times have the right to enforce the terms hereof and to prevent any other violation or breach of this Declaration. However, the failure, refusal or neglect of the Association to enforce the provisions of this Declaration and to prevent any violation or breach thereof shall in no manner and to no extent whatsoever make the Association liable therefor. The Association may exercise the right of enforcement hereunder independently and severally.

10.03 LEGAL FEES AND COSTS OF COLLECTION. In the event an Owner is delinquent in the payment of any assessment, whether annual or special, or in the event an Owner fails to perform any obligation or pay any cost, expense, damage reimbursement, or other amount required of an Owner pursuant to this Declaration, then such Owner shall pay all costs incurred by the Association to collect the amount owed or to enforce the provisions of this Declaration with respect to such Owner. The collection and/or enforcement costs may include, but shall not necessarily be limited to, any and all legal and attorneys' fees and other costs incurred by the Association to enforce this Declaration and/or collect the amount owed by such Owner. The collection costs, at the election of the Association, may be assessed and enforced against the applicable Lot(s) and/or Residence(s) as a special enforcement assessment.

ARTICLE XI **INSURANCE**

11.01 INSURANCE LIMITATION. Except as is otherwise provided in this Article, the policies of insurance maintained by the Association pursuant to this Article, shall not insure against liability for personal or bodily injury or property damage arising out of or relating to the individual Lots or Residences. Each Owner shall be responsible for obtaining such Owner's own insurance with respect to such Owner's Lot and/or Residence and the contents thereof, including the private tree lawn abutting such Owner's Lot, and with respect to the Owner's personal liability to the extent not covered by the liability insurance referred to in this Article.

11.02 MAINTENANCE OF LIABILITY INSURANCE. The Association, as an expense of the Association, shall insure itself, the Board of Directors of the Association, all Owners and other persons residing with them in the Residences, their tenants, and all persons lawfully in possession or control of the Lots, Residences and Land, against liability for bodily or personal injury or death and for injury to or destruction of property occurring upon, in or about or arising from each Common Elements, Detention Area, Island Area or Hub; such insurance to afford aggregate protection with combined limits of not less than One Million Dollars (\$1,000,000.00) with respect to bodily or personal injury or death suffered by one

or more persons and damage to or destruction of property arising out of any one incident.

11.03 OTHER INSURANCE. The Association, at the discretion of the Board of Directors, shall have the right to maintain such property or extended coverage insurance insuring the Association's property and each Recreation Area, Detention Area, Common Elements, Island Area and Hub, in such amounts, against such perils, for such time periods and under such circumstances as the Association, through the Board of Directors, determines is appropriate and in the best interest of the Association.

11.04 RESIDENCE INSURANCE. The Association shall not have any responsibility or liability to obtain or maintain any type of insurance upon any Lot or Residence and such insurance shall be the sole responsibility of the Owner and the amount, nature and extent thereof shall be determined by the Owner of the Lot or Residence.

11.05 WAIVER OF SUBROGATION. To the extent the Association maintains insurance for damage or injury to property upon all or any portion of any Detention Area, Common Elements, Island Area or Hub, and to the extent that the following provision does not invalidate any policy or policies of insurance maintained by the Association, the Association shall and does hereby waive and release each Owner and their respective officers, trustees, agents, tenants, families and guests from and against any and all liability for any loss, damage or injury to property resulting from any act or peril covered by such policies of insurance maintained by the Association.

ARTICLE XII
REAL ESTATE TAXES AND ASSESSMENTS

The Owner of each Lot shall be responsible for and pay all taxes and assessments, general and special, levied or imposed upon such Lot and all improvements thereto; and the other Owners shall not be responsible for or required to pay the taxes and assessments separately assessed and charged to a Lot or any improvements thereto. The Association will be responsible for and pay all taxes levied on any owned Association Parcels as a common expense including but not limited to Parcel Number 1100026000175, Parcel Number 1100026000158, Parcel Number 1100015000044, Parcel Number 1100015000045, and Parcel Number 1100026000157.

ARTICLE XIII
MISCELLANEOUS

13.01 ACCEPTANCE OF DEED. Each grantee of any interest in any Lot, or any part of the Land, or any improvement thereon, by the acceptance of a deed or other instrument of conveyance, accepts the same subject to all Covenants and

Restrictions created, granted, reserved or permitted by the terms of this Declaration, and all conditions, restrictions and easements of record. The Covenants and Restrictions shall be deemed to be covenants running with the Land, and shall bind any person having at any time any interest or estate in the Land, or any improvements thereon, and shall inure to the benefit of each Owner as though the provisions hereof were recited and stipulated at length in each and every deed of conveyance.

- 13.02 AMENDMENTS.** This Declaration may be amended upon the filing for record with the Lorain County Recorder's Office of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument must have been consented to by least 75 percent of the Owners of all Lots within Mallard's Edge. The amendment must be executed by two officers of the Association. Any amendment becomes effective upon the recordation of the amendment in the Lorain County Recorder's Office.
- 13.03 DISTRIBUTION OF COPIES.** At the request of any Owner, the Association will provide the Owner, at the Owner's expense, with a copy of this Declaration together with all amendments, certificates and other writings executed, delivered and recorded in connection with and/or pursuant to the terms of this Declaration.
- 13.04 ENFORCEABILITY OF COVENANTS AND RESTRICTIONS.** The invalidity of any term, covenant, restriction, condition, obligation or provision hereof shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the rest of the Covenants and Restrictions.
- 13.05 ENFORCEABILITY.** The Covenants and Restrictions set forth in this Declaration shall be deemed as covenants and not as conditions hereof, and are to run with the Land and the title thereto and shall be binding on all Owners and all persons claiming under them. The Covenants and Restrictions set forth in this Declaration shall be for the benefit of and run in favor of, and shall be enforceable by any person, and by the heirs, executors, administrators, successors and assigns of such person, who is or becomes a title holder to any part of the Land, as well as each Owner, their successors or assigns, and the Association, as aforesaid. It is understood and agreed that all of the foregoing are a part of a common and general plan for the development of the Mallard's Edge Development and the protection all present and future Owners.
- 13.06 INTERCHANGEABILITY OF TERMS.** The singular of any word shall also include the plural of such word, and the masculine gender shall also include the neuter and feminine, as the intent may require.

- 13.07 LIBERAL CONSTRUCTION.** The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a residential development.
- 13.08 NON-WAIVER OF COVENANTS AND RESTRICTIONS.** No term, covenant, restriction, condition, obligation or provision contained herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- 13.09 RULE AGAINST PERPETUITIES.** If any of the Covenants and Restrictions established hereby and/or contained in the Association's Bylaws shall be unlawful or void for violation of the rule against perpetuities or some analogous statutory provision, the rule restricting restraints on alienation, or any other statutory or common law rule imposing time limits, then such provision shall continue only one (1) day prior to the end of the twenty-first (21st) year after the death of the survivor of the now living descendants of George H. W. Bush, former President of the United States, and George Voinovich, United States Senator for the State of Ohio.
- 13.10 SUBORDINATION TO LAW.** The covenants and restrictions set forth in this Declaration are and shall be subject to and (only to the extent that the following are more restrictive or stringent than such covenants and restrictions) subordinate to all applicable federal, state and local laws, rules and regulations pertaining to platting procedures, planning and zoning, building codes and other laws which regulate the development, zoning and construction on land and all appurtenances thereto.
- 13.11 TITLES.** The titles and headings set forth in this Declaration are for convenience and reference only and shall not affect the interpretation of any term, condition, provision, covenant, representation or warranty contained in this Declaration.

EXHIBIT "A-1"
DESCRIPTION OF THE LAND

The real estate included within the term "Land" in Section 1.19 of the Declaration is described as follows:

Lots 1 through 26, inclusive, as shown on the Plat of Mallards Edge Subdivision No. 1, being part of original Eaton Township Lots 15 and 26, as recorded February 10, 2012, in Plat Book 97, Pages 33, 34 and 35 of Lorain County Records.

Lots 28 through 36, inclusive, and Block A, as shown on the Plat of Mallards Edge Subdivision No. 2, being part of original Eaton Township Lots 15 and 26, as recorded November 10, 2014, in Plat Book 100, Pages 36, 37, and 38 of Lorain County Records.

Lots 37 through 65, inclusive, and Block B, as shown on the Plat of Mallards Edge Subdivision No. 3, being part of original Eaton Township Lots 15 and 26, Township 5, Range 16 West, Connecticut Western Reserve being a Resubdivision of all of Block A in Mallards Edge Subdivision No. 2 as recorded November 10, 2014, in Plat Book 100, Pages 36, 37, and 38 of Lorain County Records and as recorded June 28, 2016 in Plat Book 102, Pages 26 and 27 of the Lorain County Records.

Lots 66 through 116, inclusive, and Blocks C to G, inclusive, as shown on the Plat of Mallards Edge Subdivision No. 4, being part of original Eaton Township Lots 15 and 26 being a Resubdivision of all of Block B in Mallards Edge Subdivision No. 3, as recorded June 28, 2016 in Plat Book 102, Pages 26 and 27 of the Lorain County Records and as recorded on June 28, 2016, in Plat Book 106, Pages 49, 50, 51, 52, and 53 of Lorain County Records.

Lots 117 through 131, inclusive, and Block H, as shown on the Plat of Mallards Edge Subdivision No. 4, being part of original Eaton Township Lots 15 and 26 being a Resubdivision of all of Block E in Mallards Edge Subdivision No. 3, as recorded June 28, 2016 in Plat Book 106, Pages 49, 50, 51, 52, and 5 of the Lorain County Records and as recorded on October 20, 2022, in Plat Book 112, Pages 70, 71, and 72 of Lorain County Records.

**EXHIBIT "B-1"
DRAWINGS**

See Drawings as recorded at Plat Volume 97, Pages 33, 34, and 35 of the Lorain County Records.

See Drawings as recorded in Plat Book 100, Pages 36, 37, and 38 of the Lorain County Records.

See Drawings as recorded in Plat Book 102, Pages 26 and 27 of the Lorain County Records.

See Drawings as recorded in Plat Book 106, Pages 49, 50, 51, 52 and 53 of the Lorain County Records.

See Drawings as recorded in Plat Volume 112, Pages 70, 71, and 72 of the Lorain County Records.