

AMENDMENTS TO COVENANTS, CONDITIONS AND RESTRICTIONS

Highland Lakes South Sections 1 and 2

These Amendments to the Covenants, Conditions and Restrictions are authorized by, and pertain to the provisions set forth in the in the General Warranty Deeds filed of record in Deed Volume 519, Page 677, Deed Volume 543, Page 461, and Deed Volume 563, Page 265 (collectively, the "Deeds"), Recorder's Office, Delaware County, Ohio, regarding the following real property situated in the State of Ohio, County of Delaware, and Township of Genoa:

Being Lots Numbered 1587 through 1630, both inclusive, together with Reserve "A" of Highland Lakes South Section 1, as the same are numbered and delineated on the recorded plat thereof, of record in Plat Book 23, Pages 101 and 102, Recorder's Office, Delaware County, Ohio.

And

Being Lots Numbered 1862 through 1934, both inclusive, together with Reserve "B" of Highland Lakes South Section 2, as the same are numbered and delineated on the recorded plat thereof, of record in Plat Cabinet 1, Slides 96 through 99, Recorder's Office, Delaware County, Ohio.

Said real property is collectively referred to hereinafter as the "Subdivision."

The following Amendments are promulgated by the Highland Lakes South Homeowners' Association, Inc. (the "Association"), approved by the owners of the real property located in the Subdivision, and filed of record with the Delaware County Recorder's Office pursuant to Article III(B) as set forth in the Deeds. In the event of any conflict between these amendments and the provisions of the Deeds, the provisions set forth herein shall control.

The Deeds are hereby amended as follows:

1. All references to the present or future authority of the Grantor set forth in the Deeds now refer to the Association.
2. Regarding Article I(D), fiber-cement siding (currently sold under the trade name "Hardie Plank" or substantially similar) is now approved as a construction material for use as siding or trim. PVC is now approved as a construction material for use as trim only.

3. Regarding Article I(I), the following sentence is added to the end of said paragraph: "All waste and recycle containers shall not be placed at the curbside or end of a driveway prior to the evening before the day trash is picked up. Lawn and garden refuse bags may be stored on the sides of homes, provided that such refuse bags are disposed of properly on the next trash day"
4. Regarding Article I(P), the entire provision is deleted and replaced with the following: "**SIGNS:** Other than the entrance features and street signs, no signs of any kind shall be displayed to the public view on any lot, except one temporary sign of not more than nine (9) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction sales period as may be allowed under the zoning code. In addition, signs posted by commercial home improvement or construction businesses during the active construction of home improvement projects are permitted, provided that signs are no larger than nine (9) square feet and are placed in the property owners' lot. Such signs must be removed at project completion or within one-month of commencement by commercial businesses, whichever comes first. The Association may approve an extension beyond one month for active projects that require a longer construction period."
5. Regarding Article I(S), the entire provision is deleted and replaced with the following: "**FENCING:** Except as specifically provided herein, no chain link or other metal fencing shall be permitted upon any of the lots within the Subdivision. The owner of a lot may construct a rail fence on a lot and may install welded wire mesh fencing attached to such rail fence that otherwise conforms to the requirements set forth in this paragraph. Prior to construction of fencing upon any lot in the subdivision, the lot owner shall submit the plans and specifications for fencing upon such lot to the association, and shall have received approval from the Association for construction thereof. Additionally, rail fencing is permitted for the purpose of setting off an area for storage of trash containers, subject to Association approval of the location of the storage area on a lot."
6. Regarding Article I(T), the entire provision is deleted and replaced with the following: "**LANDSCAPE MAINTENANCE:** Landscape shall be properly maintained on all exterior areas within the Subdivision. Grass lawns shall not exceed a height of eight inches. Dead leaves and organic debris shall be cleared from yards and disposed of properly."
7. Regarding Article I(V), the entire provision is deleted and replaced with the following: "**STREET TREES:** All property owners were provided one or more trees, as were deemed necessary, by the original Grantor along the street in front of each lot. Each lot owner shall care for and, if necessary, replace such tree or trees at the lot owner's expense with tree species from a list approved by the Association."

8. The following provision is added to Article I as subparagraph (Y): “**SWIMMING POOL:** No above ground swimming pool shall be permitted upon any lot except that this subparagraph shall not be intended to prohibit the installation of a hot tub or sauna.”
9. Regarding the entirety of Article II, the vote allocated to each lot as set forth in the fourth sentence of Article II(A) shall be referred to herein as a “Lot Vote.” All actions taken by the Association as set forth in Article II or in the Association’s Articles of Incorporation and/or Code of Regulations shall be subject to the consent of 60% of the Lot Votes cast by the owners of lots present at a meeting of the Association held for the purpose of holding a discussion and vote regarding such action(s).
10. Regarding Article II(B)(1), the entire provision is deleted and replaced with the following:
 1. **Maximum Annual Assessment for Common Expenses:**
 - (a) **Annual Assessment:** The annual Common Expense assessment per Lot as of January 2020 is Two Hundred Forty Dollars (\$240.00).
 - (b) **Assessment Increases:** The annual assessment for Common Expenses as stated above may be increased each year by the Association’s Board of Trustees without further action by the Association’s members not more than fifteen percent (15%) above the assessment for the previous year. Increases greater than such maximum annual increase must be approved by sixty percent (60%) of the Lot Votes cast by the owners of lots present at a meeting duly held for such purpose.
11. Regarding Article II(B)(5) and (B)(6), both provisions are deleted in their entirety and replaced with the following: “**Lien for Assessments:** All sums assessed to any Lot, including interest at twelve percent (12%) per annum on past due accounts, and the costs of collection, including reasonable attorney fees, are secured by a continuing lien on such Lot in favor of the Association. Such lien may be filed in the public record as set forth in Chapter 5312 of the Ohio Revised Code, as such Chapter is presently constituted or hereinafter amended. Additionally, the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Reserves or Association property, or abandonment of the Lot.
12. Article III(A) is deleted in its entirety.
13. Regarding Article II(B)(1), the entire provision is deleted and replaced with the following: “**TERM:** The Covenants, Conditions and Restrictions set forth in herein shall run with the land and be binding on all owners of the above-described real estate until December 31, 2030, at which the time said Covenants, Conditions and Restrictions shall automatically

be extended for successive periods of ten (10) years unless a majority of the then owners of the lots (voting through Lot Votes as set forth in Article II) agree in writing to amend said covenants in whole or in part, and such amendment is executed by an authorized member of the Association's Board of Trustees and recorded in the records of Delaware County, Ohio."

The undersigned duly elected and authorized officer of the Highland Lakes South Homeowners' Association, Inc. hereby certifies that the forgoing Amendments to the Covenants, Conditions and Restrictions of the Highland Lakes South Sections 1 and 2 Subdivision were approved in writing by the owners of a majority of the lots in the Subdivision. The written signatures of said owners are on file with the Secretary of the Association.

HIGHLAND LAKES SOUTH
HOMEOWNERS ASSOCIATION, INC.

This instrument prepared by: William D. Fergus, Jr., Attorney at Law
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