

MAR 17 2026

FILED
MICHAEL D. ASHFORD
RECORDER

**DECLARATION OF RESTRICTIONS FOR
GRAHAM VILLAGE PLAT TWO
SUBDIVISION IN THE CITY OF OREGON
LUCAS COUNTY, OHIO**

This **DECLARATION OF RESTRICTIONS** ("Declaration") is made and adopted as of the signature date below by Graham Development, Inc., an Ohio Corporation with offices at 5403 Bayshore Road, Oregon, OH 43616 hereinafter called ("Developer") as of this 17th day of March, 2026.

WHEREAS, Developer is the fee simple owner of record of all residential lots and common areas set forth on the recorded Plat Two ("the Plat") of Graham Village Plat Two, a subdivision development legally described as lot numbers twenty-two (22) to twenty-eight (28) in the City of Oregon, Lucas County, Ohio, which Plat is recorded July 30, 2025, at File No. 20250730 0026487, of the Lucas County, Ohio Record of Plats, attached hereto as Exhibit "A".

WHEREAS, Graham Village is intended to be a first-class, quality single-family residential subdivision (sometimes "subdivision" herein) developed as a community development plan within the meaning of such terms as defined by the Revised Code of Ohio, Lucas County Subdivision Rules and Regulations, and Zoning Resolutions of the City of Oregon, Lucas County, Ohio.

WHEREAS, Developer desires to establish a general plan for the development of Graham Village Plat Two and to establish restrictions upon the manner of use, improvement, and enjoyment of the lots in Graham Village Plat Two, which will make such lots more attractive for residential purposes and will protect present and future owners' enjoyment of the lots residential purposes.

WHEREAS, the Graham Village Plat Two Homeowners Association, an Ohio non-profit corporation (the "Association"), has been or will be formed to be the owner, upon conveyance of those common areas on the Plat for the common enjoyment thereof or otherwise for the Subdivision.

NOW, THEREFORE, The Developer in consideration of the enhancement in the value of the lots in Graham Village Plat Two by reason of the adoption of this Declaration, and in furtherance of the aforesaid development plan, do for itself, its successors and assigns, hereby declare, covenant and stipulate that all property as shown on the Plat shall hereafter be sold, transferred, or conveyed by Developer, its successors and assigns, subject to the following restrictions, covenants and conditions, which restrictions shall, to the extent legally permissible, supersede any and all other restrictions heretofore enforced on said property by any other instrument.

ARTICLE I HOMEOWNERS ASSOCIATION

Developer hereby establishes the GRAHAM VILLAGE PLAT TWO HOMEOWNERS ASSOCIATION ("the Association") which shall consist of all of the owners of real estate located within GRAHAM VILLAGE Plat TWO. All owners of residential lots in the Association, including Developer, and all persons who hereafter acquire title to a residential lot in the Subdivision, shall automatically become members of the Association and shall be entitled to all the rights and privileges of such membership. Each owner shall be entitled to one (1) vote for each lot owned by him on each matter submitted to a vote of the members; provided, however, that where title is in more than one (1) person, such co-owners acting jointly shall be entitled to one (1) vote, subject to all of the duties and obligations thereof as set forth in the Plat of Graham Village Plat Two. Until the later of the last lot being sold and construction completed thereon or common areas conveyed by Developer to the Association, Developer shall be entitled to seven (7) votes for each residential lot in the Association owned by Developer (or on its behalf). Subsequent to such Developer control of the Association, by vote of two-thirds (2/3) of its members the Association may adopt such reasonable rules and regulations as it may deem advisable, for the maintenance, conservation and beautification of this property, and for the health, comfort, safety and general welfare of the residents of said property, and all parts of said property at all times be maintained subject to such rules and regulations.

This Declaration and Code of Regulations of the Association and the separately filed Articles of Incorporation as duly filed, created a non-profit corporation with the Ohio Secretary of State. The association so created is for the maintenance, conservation, and beautification of this property, and for the health, comfort, safety and general welfare of the residents of said property, and all parts of said property at all times be maintained subject to such rules and regulations. A copy of the Code of Regulations of the said non-profit corporation is attached hereto as Exhibit "B"

1.1 Rights of Members. Subject to the provisions of the above paragraph, each member of the Association, in common with all other members, shall have the right to use the common areas, if any, in the Subdivision for all purposes incident to the use and occupancy of her or his residential lot. All members of the Association shall use the common areas in such manner as will not restrict, impede or interfere with the use thereof by other members, and their respective families, guests, invitees, and servants, except to the extent that the Architectural Committee has approved in advance in writing.

1.2 Association Rights. The Association shall have the power and right:

(a) upon sale and construction of a residence on the last lot by the Developer, to acquire title from Developer to the common areas which may be designated for the common use and enjoyment of residential lot owners on the Plat of Graham Village Plat Two and to manage, maintain and repair such common areas;

(b) to enforce all provisions herein and on the Plat;

(c) to adopt rules and regulations of general application governing the management, maintenance, repair and rental of dwellings and the common areas on the Plat;

(d) in the event an owner of any residential lot fails to repair and maintain the exterior of her or his residence in first-class condition within forty-five (45) days after delivery of notice from the Association to her or his residence or to such other address as to which such owner shall have designated to the Association in writing specifying the remedy required (if such notice is not hand delivered, it shall be sent by certified mail, postage paid, return receipt requested) then the Association, upon the affirmative vote of a majority of its Directors, shall have the right to enter upon the residential lot and to repair and maintain the exterior of the residential lot and to repair and maintain the exterior of such residence with the cost of any such repair or maintenance being added to and becoming a part of the Association's assessment against the residential lot;

(e) to promote and seek to maintain the attractiveness, value, and character of the residential lots through enforcement of the terms, conditions, provisions, and restrictions set forth in this Declaration of Graham Village Plat Two, or in any rules and regulations which the Association may promulgate pursuant hereto or thereto;

(f) to promote and seek to maintain high standards of community and neighborhood fellowship, and to provide a vehicle for voluntary social and neighborhood activities in Graham Village;

(g) to represent the owners of residential lots before governmental agencies, offices, and employees, and to generally promote the common interests of the residential lot owners;

(h) since the Association is organized and operating as an Ohio nonprofit corporation, to perform all such acts and functions as are generally authorized by law to be performed by such corporations and according to the Association's Code of Regulations and Bylaws;

(i) to collect and dispose of funds as provided in Article IV hereof or otherwise, and as may be provided in any subsequent declaration(s) encumbering any subsequent plat(s) of Graham Village; and

(j) to carry out all other purposes reasonable to the purpose for which it was organized or which it may hereafter be authorized to undertake.

1.3 Ownership of Common Areas. Notwithstanding Paragraph 1.1 of this Article I and any designation of "common areas", if any, on the Plat and subject to the terms of the Owner's Certifications contained in such Plat, neither the Association nor any owner of any residential lot shall have any ownership interest in or any right to control the use or development of any such common areas unless and until Developer shall convey such common areas to or for the benefit of the Association. Thereafter, the owners of the residential lots in the Subdivision shall have only those rights with respect to the common areas as are granted them hereunder and under the Plat, the Articles of Incorporation, Code of Regulations and rules and regulations of the Association. Developer, by its execution and recording of this Declaration and the platting of Graham Village Plat Two does not represent or warrant that it will, and shall not be obligated to, convey any such common areas to or for the benefit of the Association prior to the conveyance and completion of construction of the last residential lot by Developer to a third party. The Association shall be required to accept from the Developer a quit claim deed to the common areas of the Subdivision.

ARTICLE II USE OF LAND

2.1 – RESIDENTIAL LOTS. All of the lots located and shown on the Plat as the same may be hereafter combined shall be hereafter also sometimes referred to herein as "residential lots" or "residential lot". No structure shall be erected, placed or maintained on any residential lot other than one (1) single-family residence of not less than 2,500 sq. ft. ranch and 3,200 sq. ft. two stories of living area (measured from the outside of exterior walls and excluding basements, decks, porches and garages) having a private entrance as well as a private attached garage of not less than three (3) car capacity, which garage shall be attached or connected by means of covered access to the residence with the garage door facing the side or rear of the structure, and such sheds or accessory buildings and uses as are approved by the Architectural Committee as provided under Article II hereof ("residence", "structure", "building", and "dwelling" have been sometimes used interchangeably herein). Only Lot number twenty-two (22) may have a two (2) car garage with garage facing forward, also as must be approved under Article II. With respect to each dwelling erected or maintained in the Plat, all utility services shall be underground.

2.2 – LOT USE. No lot shall be re-subdivided into an additional lot or lots.

2.3 – USE RESTRICTIONS. No building or structure shall be erected and no portion of any residential lot shall be used for any use or purpose other than single-family residential purposes (which is defined herein so as to not include "group homes" or other similar environment in which unrelated parties are living together in a communal type setting). No noxious, offensive or unreasonably disturbing activities shall be carried on upon any part of the Plat, nor shall anything be done within the Plat including setting off fireworks, which may be or become an annoyance or nuisance in the Plat. No well for gas, water, oil or any other substance shall at any time be erected, placed or maintained on any of the residential lots other than a well for water for recreation or maintenance purposes, which shall first have been approved by the Architectural Committee as provided under Article II hereof. No lot shall be used for the storage of

automobiles, recreational vehicles, trailers, scrap, scrap iron, water, paper, glass, or any reclamation products or material except that during the period while a structure is being erected upon any residential lot, building materials to be used in the construction of such structure may be stored thereon, provided however, that any building material not incorporated into said structure within ninety (90) days after its delivery to such residential lot shall be removed therefrom.

2.4 – COMPLETION OF STRUCTURES. All residences must be completed by an owner within one (1) year following the commencement of construction on any lot. No sod, dirt or gravel other than incidental to construction of approved structures shall be removed from residential lots without the approval of the Architectural Committee as provided under Article II hereof.

2.5 – PETS. Dogs, Cats or other household pets suitably maintained and housed within a residential dwelling may be kept subject to rules and regulations adopted by the Association, provided however, that no animal of any sort may be permitted to be left outside unattended or be kept, bred or maintained for any commercial purpose, and any pet causing or creating a nuisance or unreasonable disturbance shall be subject to permanent removal and exclusion from the Plat in accordance with the rules and regulations adopted by the Association. Pit Bulls and other vicious animals are strictly prohibited in Graham Village.

2.6 – SIGNS. No signs of any character other than signs of not more than ten (10) square feet advertising the sale of the residential lot on which such sign is located shall be erected, placed or posted or otherwise displayed on or about any residential lot without the written permission of the Architectural Committee, and the Architectural Committee shall have the right to prohibit, restrict, and control the size, construction, material, wording, location and height of all such signs.

2.7 – MISCELLANEOUS. No trailer/camper, RV, basement, tent, garage, mobile home, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in the Plat. Furthermore, at no time shall any shack, tent, barn or other outbuilding other than an approved storage shed or accessory building addressed at section 3.7 be permitted to be located or placed on any lot within Graham Village. No dwelling erected in the Plat shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefore by the Architectural Committee as provided under Article II hereof. Any truck, boat, bus, tent, mobile home, trailer/camper, RV or other similar housing device if stored on any residential lot in the Plat, shall be suitably housed within the attached garage. All rubbish, debris, and garbage shall be stored within the garage. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Association.

2.8 – QUALIFIED BUILDERS. The Architectural Committee hereby reserves the right, prior to commencement of construction, the written approval of the Architectural Committee of all builders or other persons or entities who or which intend to construct any residence on any lot within the Subdivision; it being expressly understood and agreed that the Architectural Committee, in placing this particular restriction on all lots within the Subdivision, is attempting to establish a certain minimum experience level of all persons who construct residences on any lot within the Subdivision. The approval of any and all such builders must be noted on all plans approved under Section 3.1 hereof.

ARTICLE III ARCHITECTURAL CONTROL

3.1 – SUBMISSION AND APPROVAL OF PLANS AND SPECIFICATIONS. The plans and specifications for all buildings, landscaping, and other improvements and structures (including, but not limited to, signs, fences, walls, driveways, hedges, residences, garages, enclosures including sheds and accessory buildings, basements, in ground swimming pools, or tennis courts) to be constructed and/or situated on any residential lot within the Plat shall be submitted for examination to the Architectural Committee and written approval of the Architectural Committee to such plans and specifications shall be obtained before any such building, landscaping, structure or improvement shall be constructed or placed upon any residential lot and before any addition, change or alteration may be made to any of same on a residential lot. The Architectural Committee shall approve or reject modifications of all submissions within thirty (30) days after

submission of the plans and specifications required hereunder. Failure to do so, respond within such period shall be deemed to be disapproval of the submission. The plans and specifications to be submitted shall show the size and location (two (2) copies of a surveyed proposed location plan shall be submitted), type, architectural design, quality, use, construction materials, and color scheme of the proposed building, structure or improvement, the grading plan from the building site and the finished grade elevation thereof. Such plans and specifications shall be prepared by a competent architect or draftsman and two (2) complete sets shall be furnished to the Architectural Committee so that the Architectural Committee may retain a true copy thereof with its records. Under no circumstance shall prefabricated, manufactured, or modular homes or residences be approved for or constructed within the Plats. Dwellings will require exterior finish materials on the front of brick, stone, or alternate materials of equal or better qualities and design, and a minimum of 36" wainscoting on each side and rear of the home, also of brick, stone, or alternate materials of equal or better qualities and design as brick or stone as also may be approved with the same requirements as just stated. Exterior finish materials including siding will be permitted to be used on the sides and rear of the residence, provided the written approval of the Architectural Committee as to the quality, color, and design of such siding or other exterior finish materials is first obtained.

3.2 – ARCHITECTURAL STANDARDS, HARMONIOUS PLAN. In requiring the submission of detailed plans and specifications as herein set forth, Developer intends to assure the development of Graham Village as an architecturally harmonious, artistic and desirable single-family residential subdivision, with individual residences to be constructed in such architectural styles, or with such materials, in such colors, and located in such manner as to, in the judgment of the Architectural Committee complement one another and promote the harmony and desirability of Graham Village taken as a whole. In approving or withholding its approval of any plans and specifications, the Architectural Committee shall have the right to consider the suitability of the proposed building or structure and of the materials of which it is to be built to the building site upon which it is to be erected. The Architectural Committee will not approve designs which are in conflict with the aesthetic standards of the community and must show on the roof design a minimum of an 8/12 pitch. All external fireplace chases shall be brick, stone, or other suitable material unless the chase is internal to the structure, in which event the approved siding material used for the dwelling will be acceptable.

Architectural Committee is hereby established:

1. Noel Graham, Jr.
2. Ross K. Graham
3. Noel Graham, III

3.3 – LOCATION OF STRUCTURES. No dwelling shall be erected, reconstructed, placed or suffered to remain upon any residential lot nearer the front or street line or lines than the building set back lines as shown on the recorded Plats, nor nearer to any side line or other rear line that shall be determined by Architectural Committee in writing at the time of the approval of the plans and specifications for said dwelling (provided all greater applicable zoning setbacks shall also be observed). This restriction as to the distances at which said dwelling shall be placed from the front, side and rear lines of said lot, shall apply to and exclude extensions of porches, veranda, porte-cochere, and other similar projections of any dwelling.

3.4 – MAXIMUM HEIGHT. No structure constructed or erected within the Plat shall be greater than two (2) stories, nor more than thirty-five (35) feet in height above the main (first) floor level, unless approved by the governmental zoning authorities and the Architectural Committee in writing.

3.5 – SWIMMING POOLS AND OTHER ABOVE-GROUND IMPROVEMENTS OR PROPERTY. Except for compatibly colored television receiving dishes no greater than 24 inches in diameter and located in the rear of the residence so as to not be visible from the street, no above ground swimming pools, radio or television receiving equipment, and enclosures including sheds, pool houses, and accessory buildings, or other removable personal property of any kind shall be permitted, installed, or maintained on any residential lot within the Subdivision without approval of the Architectural Committee.

3.6 – DRIVEWAYS AND SIDEWALKS. At the time of beginning construction each lot will have a temporary driveway of acceptable Ohio EPA standards installed in order to reduce soil erosion and keep the streets free of dirt and mud. Notwithstanding anything to the contrary contained in the Plat, the owner of

each lot in the Plat shall be responsible for the installation of public sidewalks within the right-of-way adjacent to any particular lot (which shall be placed through the driveway as appropriate) at such time as a residence is constructed thereupon or at such time as the governing authority or authorities instruct an owner or the Developer to do so. Each owner who fails to so construct such public sidewalks shall be subject to a lien against the particular lot in question in the Developer or Association's favor and for the cost of same in the event the Developer or Association has to construct and pay for such sidewalks due to such failure on the part of the owner. The location and design of all driveways, if not now established, shall be determined by the Architectural Committee in writing at the time of approval of the plans and specifications for any dwelling. Location and specifications for construction of any driveway, which shall be concrete, shall be submitted to the Architectural Committee and its approval thereof endorsed thereon in writing.

3.7 – BUILDING LINES AND LANDSCAPING. No structure or any part thereof shall be erected, placed or maintained on any residential lot in the Plat in violation of the building setback lines referenced in Section 3.3 hereof, as shown on the Plat. Said portion of any lot shall not be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of any lot for privacy walks, driveways, if otherwise permitted, the planting of trees or shrubbery, the growing of flowers or ornamental plants or statuary, fountains and similar ornamentations, for the purpose of beautifying any lot, but no vegetables or grains of the ordinary garden or field variety shall be grown on the front or side yards on such portion thereof; and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon any residential lot, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Developer intends that a suitable storage shed and / or accessory building may be erected on residential lots in Plat Two. Accordingly no fence, hedge, wall, shed, building, enclosure, landscaping, and other improvements and structures of any kind or purpose, shall be erected, placed or suffered to remain upon any residential lot, until the written consent of the Architectural Committee shall have been first obtained therefore and shall be subject to the terms and conditions of said consent as to its size, location, type, architectural design, quality, use, height, width, construction materials and color, site plan, site grading plan and finished grade elevations, upkeep, specific lot site proportions, line of sight to other lots, and general conditions pertaining thereto as are harmonious with the style, color, materials, design, and plan used throughout the Plat that said consent may name.

3.8 – ESTABLISHMENT OF GRADES. The Architectural Committee shall have the sole and exclusive right to establish grades, slopes and swales on all residential lots and to fix the grade at which any building or structures shall be erected or placed thereon, so that the same may conform to a general plan for the development and use of Graham Village. Deviations from such established grades is strictly prohibited unless first approved by the Architectural Committee in writing.

3.9 – BASKETBALL BACKBOARDS. No basketball backboard shall be erected or attached to the front of any residence or garage or beyond the building line as set forth in the Plat and all such basketball backboards, whenever erected, shall first be approved by the Architectural Committee in writing.

3.10 – MAILBOX AND/OR PAPER DELIVERY. The Architectural Committee shall have the exclusive right to determine the location, color, composition (cedar required) size, design, lettering and standards and brackets of any mail and paper delivery boxes. The owner of the residential lot shall maintain the mailbox and/or paper delivery box and replace when necessary, with a mailbox and/or paper delivery box of similar type, look and quality.

3.11 – FENCING. No fence, hedge, wall or enclosure of any kind, for any purpose shall be erected, placed or suffered to remain upon any residential lot until the written consent of the Architectural Committee shall have been first obtained therefore, and be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. It is hereby stipulated a three-rail split rail treated hardwood fence is approved material for any fence. Wire fencing may be attached to any approved split rail fencing on the lot owner's side of the fence. Fences shall not be erected nearer to any street or rear lot line than the building setback line or lines shown on the Plat.

3.12 – CONSTRUCTION IN VIOLATION OF APPROVED PLAN. The Architectural Committee, its successors and assigns, reserves and is hereby granted the right in case of any violations or

breach of any of the restrictions, rights, reservations, limitations, agreement, covenants and conditions herein contained, to enter any lot or property upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof interpreted by the Architectural Committee, and the Architectural Committee shall not, by reason thereof be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of the Architectural Committee to enforce any of the restrictions, rights, reservations, limitations, agreement, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof, and the Architectural Committee shall at any and all times have the right to enforce the same.

3.13 – POWER OF ATTORNEY. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designations, determination, modification, consent, and any other action by the Architectural Committee, any such approval, designation, modification, consent or any other action by either one of the above-named Architectural Committee or by an attorney-in-fact authorized pursuant to a recorded power of attorney to sign deeds on behalf of the Association shall be sufficient.

ARTICLE IV ASSESSMENT OF OWNERS

4.1 – Annual Assessment. For the year commencing January 1, 2026, and each calendar year, each and every residential lot and residential lot owner in Graham Village Plat Two including the Developer as provided in paragraph 4.3 below, shall be subject to an annual assessment in such amount as may be annually determined by the Association. The assessment for each calendar year shall be determined by the Association prior to the end of the preceding calendar year and shall be paid to the Association by the first day of March of each year. Payment shall be made beginning at the time of home owner taking title to any lot (appropriately prorated) and then as assessed on the first day of January each calendar year thereafter for such calendar year commencing January 1, 2027. The annual assessment shall become a lien against each residential lot on the first day of the year in which it is due and shall also be the personal obligation of the owner (and joint and several obligation of the owners) of each residential lot at the time when the assessment becomes a lien. If default occurs in any payment of the annual assessment for a period of sixty (60) days after its due date, a Notice of Lien in suitable and customary form may be filed and recorded in the lien records at the office of the Recorder of Lucas County, Ohio.

In the event any payment of the annual assessment is not paid when due, the Association may, when and as often as delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of the above-described lien or otherwise, and in such event the Association shall also be entitled to recover and have and enforce against each residential lot a lien for its costs and expenses in that behalf, including without limitation attorney fees. No owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of the common areas or any facilities located thereon or by abandonment of her or his residential lot. The lien of the assessments provided for herein shall not be subordinate to the lien of any first mortgage encumbering a residential lot. Sale or transfer of any residential lot shall not affect the assessment lien; provided, however, that the sale or transfer of any residential lot pursuant to foreclosure of a first mortgage shall not extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve a residential lot from liability for any assessments thereafter becoming due or from the lien thereof.

4.2 Application of Assessments. The annual assessments shall be levied against all residential lots in Graham Village Plat Two. The assessments shall be applied toward the payment of the following costs and expenses:

- (a) Fire, casualty and liability insurance to protect the Directors and officers of the Association, as well as the Association and its members, for liability incident to the ownership and use of the common areas;
- (b) Landscaping, gardening, management, maintenance, repair and replacement of the common areas;

(c) Employment of services and personnel required for the management, maintenance, repair and replacement of the common areas and facilities located thereon, including legal and accounting services and to enforce, if necessary, the terms and conditions of the Declaration, the Articles of Incorporation, Code of Regulations, Bylaws and rules and regulations of the Association, and any violations or infractions thereof;

(d) All real estate, personal property and other taxes levied against the Association on any of the common areas and to discharge any lien or encumbrance for taxes or otherwise against the Association or its assets;

(e) Operation and maintenance of all underground utility lines owned by the Association;

(f) All expenses related to the maintenance of any storm water detention area(s) or drainage easements, as defined below; inclusive of the following sections 4.4 and 4.5;

(g) Any other costs and expenses reasonably incurred by the Association in performing its obligations under the Plat of Graham Village Plat Two, this Declaration, or under the Articles of Incorporation or Code of Regulations and Bylaws of the Association; and

(h) The establishment of reserves to pay the estimated future costs of any of the foregoing.

Annual assessments may be increased, decreased or adjusted from year to year by the Association, its successors and assigns, and continuing following conveyance of the common areas to the Association, as the interests of the residential lot owners may, in its judgment, require. The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all interested parties. Upon demand of any residential lot owner and after payment of a reasonable charge therefore the Secretary or Treasurer of the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such owner's residential lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

In any event of said annual assessments are not paid when due, the Association may, proceed by law to collect the amount then due by any remedy available in the Lucas County Court of Common Pleas and shall be entitled to recover and enforce against each of these lots a lien for its costs and expenses, including attorney fees. No owner may waive or otherwise escape liability for the annual assessment for non-use of the pond parcel or by abandonment of his lot.

4.3 Notwithstanding the foregoing, the Developer as owner of un-improved lot(s) shall pay an annual assessment on each lot equal to fifty percent (50%) of the assessments for improved lots until such time as construction on and sale of such lot is completed.

4.4 Developer hereby grants to the GRAHAM VILLAGE PLAT TWO HOMEOWNERS ASSOCIATION and the owners of real estate in GRAHAM VILLAGE PLAT TWO the exclusive right to use of the pond and parcel of land immediately south of lots twenty-seven (27) and twenty-eight (28) of PLAT TWO and immediately east of lots eighteen (18) through twenty-one (21) of PLAT ONE of Graham Village. Said use shall be for access only to the walking path that encircles the pond on the parcel. No person shall use or enter the pond at any time. There shall be no swimming, fishing or any unauthorized use of the parcel. The pond provides a necessary land drainage function. This exclusive right to said described parcel of land and benefits thereto will be similarly granted to any future new construction of residence(s) on the property directly north of Plat TWO, whether designated by a new Plat, or otherwise.

4.5 All lots in GRAHAM VILLAGE PLAT TWO shall be subject to a pond maintenance charge by the Developer to the Association in combination with the lots in GRAHAM VILLAGE PLAT ONE (such assessment shall be on a per lot basis for the combined number of lots in GRAHAM VILLAGE PLATS ONE and TWO), payment to be made to and within Association terms and payment requirements. The Developer or Association or their assigns shall have a lien perpetually upon all lots in GRAHAM VILLAGE PLAT TWO to secure the payment of such maintenance charge within sixty (60) days of its due date.

ARTICLE V EASEMENTS

5.1 – RESERVATION OF EASEMENT RIGHTS. Developer and Association reserve to themselves and to their successors and assigns, the exclusive right to grant consents, easements and rights of way for the construction, operation and maintenance of electric light, cablevision, telephone and telegraph poles, wires and conduits, including underground facilities, and for drainage, sewers and any other facilities or utilities deemed convenient or necessary by Developer or Association or its successors and assigns for the service of Graham Village Plat Two, over, below or under all of the areas designed as "Utility or Drainage Easements", or with words of similar import, on the Plat, and along and upon all highways now existing or hereafter established and abutting all the residential lots in the Plat. Developer or Association also reserve to themselves and to their successors and assigns, the right to go upon or permit any public or quasi-public company to go upon the residential lot from time to time to install, maintain and remove such utility line and to trim trees and shrubbery which may interfere with the successful and convenient operation of such equipment. No structures, or any part thereof, shall be erected or maintained over or upon any part of the areas designated as "Utility or Drainage Easement", or with words of similar import, upon the Plat. The term "structures" as used in the foregoing portion of this paragraph shall include houses, garages, other buildings and swimming pools, but shall not include residential lot improvements such as driveways, paved parking areas, and fences. No owner of any residential lot shall have the right to reserve or grant any easements or rights of way upon or over any of the residential lots without the prior written consent of the Developer or Association, their successors and assigns.

ARTICLE VI DURATION OF RESTRICTIONS, AMENDMENTS

6.1 – TERM. These covenants and restrictions shall run with the land and shall be binding upon the Association and all persons claiming under or through the Association until the first day of January 1, 2036 at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

6.2 – AMENDMENTS. These covenants and restrictions may be amended or revoked by the Developer unilaterally as long as Developer owns one (1) lot in Graham Village Plat Two or under the voting rights stated herein in the first section of Article I; or subsequent to Developer control with the approval of the then owners of not less than seventy-five percent (75%) of the votes of the residential lots in the Plat; which amendment or revocation by the Association, as signed by the Developer or all necessary approving lot owners with the formalities required by law, shall become effective from and after the filing of such instrument with the Recorder of Lucas County, Ohio.

ARTICLE VII ENFORCEMENT OF RESTRICTIONS, OTHER GENERAL MATTERS

7.1 – VIOLATIONS UNLAWFUL. Any violation or attempt to violate any of the covenants or restrictions herein shall be unlawful. The Association or any person or persons owning any residential lot may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions to prevent him or them from so doing, to cause the removal of any violation, and/or recover damages for such violation or attempted violation.

7.2 – SAVING CLAUSE. The invalidity of any restriction hereby imposed, or any other provision hereof, or any part of any restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of such restrictions and provisions.

7.3 – TRANSFERS SUBJECT TO RESTRICTIONS. All transfers and conveyances of each and every residential lot in the Plat shall be made subject to these restrictions.

7.4 – NOTICES. Any notice required to be sent to any owner of a residential lot or any part thereof or to the Association shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Association at the address as first indicated above.

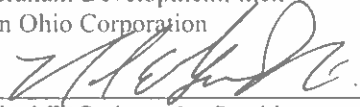
7.5 – NO WAIVER OF VIOLATIONS. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provision hereof, no matter how many violations or breaches may occur.

7.6 – WAIVER OF RESTRICTIONS BY DEVELOPER. Each residential lot owner, by acceptance of a deed or other instrument of conveyance to a residential lot, hereby agrees and consents and shall be deemed to agree and consent for himself and for his heirs, personal representative, successors and assigns, that if, in the opinion of the Developer or Association, the shape dimensions, type of structure, location of natural features such as trees, or topography of the residential lot upon which a structure or improvement is proposed to be made, is such that a strict construction or enforcement of the requirements of the Plat or of any provision of these restrictions would work a hardship, the Developer or Association may, in writing, grant waivers from these restrictions as to such residential lot so as to permit the erection of such structure or the making of the proposed improvements.

7.7 PARAGRAPH HEADINGS. The paragraph headings contained in this Declaration of Restrictions have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of these restrictions.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands to this instrument as of the day and year first written above.

Graham Development, Inc.,
an Ohio Corporation


Noel E. Graham, Jr., President

STATE OF OHIO)
) ss:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 17th day of March, 2026, by Noel E. Graham, Jr., President of Graham Development, Inc., an Ohio corporation on behalf of the corporation.


Notary Public, Lucas County, Ohio

This instrument was prepared by:
Bennet M. Miller, Attorney at Law
6401 Seaman Road
Oregon, Ohio 43606-7230
419-7260-7426

BENNET M. MILLER
ATTORNEY AT LAW
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE

PART OF THE SOUTHEAST 1/4, SECTION 31, TOWN 9 SOUTH, RANGE 9 EAST
CITY OF OREGON, LUCAS COUNTY, OHIO %.

TO LEAD BEHIND UNDERGROUND UTILITY EXAMINER

64-38074
Christine Beaman
310 Corduroy Road
K200808-0001683

LEGEND

- DRIVEWAY & UTILITY EASEMENT
- INTERIOR SERVICE EASEMENT
- UTILITY EASEMENT
- UTILITY TOLLAGE EASEMENT
- UTILITY OF HIGHWAY
- EASEMENT
- SET BACK FROM HWY
- SET BACK
- INBOUND
- FUTURE SECTION CORNER
- POLAR CONCRETE MONUMENT
- POLAR IRON BOLT
- SET CENTERLINE MONUMENT
- SET 8" x 8" CONCRETE MONUMENT
- SET CAPED IRON BARRICADE
- "ALL SET"

Live Tables

Year	Distance	Amount
1	8.15	14,000.00
2	35.00	3,200.00
3	10.00	14,000.00
4	22.50	14,000.00

Curve Tables

Curve #	Arc Length	Radius	Date Acq'd	Chord Length	Chord Bearings
C1	170.48'	162.54'	6/20/12	162.78'	N 35° 00' 22" E
C2	170.21'	162.54'	6/20/12	162.84'	N 35° 00' 22" E
C3	148.45'	162.54'	4/12/08	146.71'	N 35° 18' 20" E
C4	53.48'	162.54'	10/13/04	53.32'	N 32° 18' 20" E
C5	138.67'	162.54'	6/20/12	132.84'	N 35° 00' 22" E
C6	139.67'	162.54'	6/20/12	132.71'	N 35° 00' 22" E
C7	6.70'	162.54'	01/28/12	6.70'	N 89° 11' 07" E
C8	41.16'	59.67'	5/3/03	40.43'	N 89° 12' 32" E
C9	48.28'	68.07'	6/20/11	46.29'	S 89° 11' 37" E
C10	48.71'	68.07'	4/11/09	46.72'	N 89° 48' 18" E
C11	63.09'	68.07'	6/20/12	60.34'	N 15° 00' 20" W
C12	47.19'	59.67'	5/12/08	40.43'	N 89° 00' 54" W
C13	6.88'	162.54'	01/28/12	6.88'	N 01° 10' 41" E
C14	68.11'	162.54'	6/20/12	64.14'	N 35° 00' 22" E
C15	68.11'	162.54'	6/20/12	64.14'	N 15° 18' 20" E

SEAMAN ROAD

SOUTHWEST
CORNER
SECTION J1

SOUTH 14
CORNER
SECTION 31

9050-674 (614) Fax: (419) 473-0506

0000

³ However, exactly what defines "unemployment" is not clear. The authors surveyed the party primary voters, explicitly excluding the women who were between 22 to 28, and better to "A" than "B" voters. The authors also note that the survey was conducted in 1992, and that the data may be biased by the fact that the survey was conducted in 1992, and that the data may be biased by the fact that the survey was conducted in 1992.

A. Ray Jones PS
A Ray Jones, P.E.
Professional Services, LLC
7-24-18

EXHIBIT "B"

CODE OF REGULATIONS FOR GRAHAM VILLAGE PLAT TWO HOMEOWNERS ASSOCIATION

ARTICLE I. DECLARATION; APPLICABILITY; OFFICE

1.1 Declaration. Graham Village Plat Two Homeowners Association is an Ohio nonprofit corporation and is the Association to which reference is made in the Declaration of Restrictions. The terms, provisions, conditions, and restrictions of the Declaration, as they relate to the Association and the Members (as defined below), Board of Directors, officers and committees, are incorporated by reference with the same force and effect as if fully set out in this Code of Regulations.

1.2 Applicability. This Code of Regulations is binding on any present or future Owner (as defined below) of the Real Property (as defined below) constituting Graham Village or other persons using any improvements or facilities located on the Real Property in any manner. Upon the acquisition, rental, use or other act of occupancy of any residential lot or any other portion of the Real Property by any person, this Code of Regulations and Bylaws shall be deemed accepted and ratified by that person.

1.3 Office. The principal office of the Association shall be at such place within reasonable proximity to the Real Property as the Board of Directors may designate.

ARTICLE II. MEMBERSHIP AND VOTING RIGHTS

2.1 Membership. The member(s) of the Association shall include, and shall be limited to, the Owner(s) (including Developer) (each referred to herein as a "Member" and collectively as the "Members")

2.2 Voting Rights. The Members of the Association (including Developer and the Owners) shall have voting rights as established herein or as otherwise set forth in the Declaration.

2.3 Revocation of Voting Rights. Any Member upon whose residential lot or residential lots a Notice of Lien has been issued pursuant to Article V of the Declaration, or who is otherwise in default, shall not be in good standing and shall not be entitled to vote during any period in which the default or lien continues.

2.4 Actions by Members. Unless otherwise prescribed by law, the Declaration or this Code of Regulations and Bylaws, the affirmative vote of a majority of the votes present at a meeting at which a quorum is present shall be necessary for the authorization or taking of any action voted upon by the Members.

ARTICLE III. MEETINGS OF MEMBERS; QUORUM; PROXIES

3.1 Place of Meeting. Meetings of the Members shall be held at a designated location near the Real Property, unless the Directors determine that a meeting shall be held at some other place within the State of Ohio and cause the notice of meeting to so state.

3.2 Annual Meeting. The annual meeting of Members for the purpose of electing Directors and for the transaction of such other business as may properly come before the meeting shall be held on such date in the month of December of each year or at such other date as may be determined by the Directors.

3.3 Special Meetings. The Secretary of the Association shall call a special meeting of the Members (i) when directed by the President of the Association, (ii) upon the resolution of a majority of the Board of Directors, and (iii) upon the presentation to the Secretary of the Association of a petition signed by Members holding at least twenty-five percent (25%) of the total votes of the Association.

3.4 Quorum; Adjournment. Members present in person or by proxy holding at least twenty-five percent (25%) of the total votes of the members of the Association shall constitute a quorum for any annual meeting or special meeting. Whether or not a quorum is present, the Members entitled to exercise a majority of voting power represented at a meeting may adjourn that meeting without notice other than by announcement at the meeting.

3.5 Notice of Meeting; Waiver. Written notice of each meeting of Members shall be given not less than fifteen (15) days nor more than sixty (60) days before it is to be held. Each notice shall specify the date, time and place of the meeting, and, in the case of a special meeting, shall specify the purposes of the meeting. The notice shall be delivered personally or mailed postage prepaid to all Members of record. Any Member may waive notice of a meeting by doing so in writing before or after the meeting. Attendance at a meeting, either in person or by proxy, shall constitute a waiver of notice and of any and all objections to the place or time of such meeting or the manner in which it has been called or convened, unless a Member attends the meeting solely for the purpose of stating, at the beginning of such meeting, any objection or objections relating to such meeting.

3.6 Action by Association Without Meeting. Any action that may be taken at a meeting of the Members may be taken without a meeting if written approval and consent, setting forth the action authorized, shall be signed by Members having a majority of the total votes of the Association. This written consent shall be filed with or entered upon the books of the Association.

3.7 Proxies. Members may vote or act in person or by proxy. The person designated a proxy need not be a Member. A Member shall designate a proxy by written

notice to the Board of Directors and, except as otherwise provided in the Code of Regulations, may revoke the designation at any time upon written notice to the Board. A proxy shall be revoked automatically upon the Member's conveyance of all residential lots owned by her or him. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering a residential lot, the presentation to the Board of a copy of the mortgage containing the proxy designation shall be notice of that designation, and, if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of the revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall have the power of substitution.

ARTICLE IV. BOARD OF DIRECTORS; POWERS; NUMBER; MEETINGS

4.1 General Powers. Except where the law, the Articles of Incorporation or the Code of Regulations require that action be otherwise authorized or taken, and except as the Declaration grants authority to the Architectural Control Committee, all of the authority of the Association shall be exercised by or under the direction of the Board of Directors. A managing agent may be hired by the Board.

4.2 Number of Directors. There shall be a minimum of three (3) and no more than five (5) Directors of the Association. Initial Directors are:

Noel E. Graham, Jr.

Noel E. Graham, III

Ross K. Graham

who will hold office under the terms of the following section absent voluntarily resignation.

4.3 Election; Term of Office. The Board of Directors named in 4.2 shall continue as the Board of Directors until the next annual meeting of the Association after the last lot is sold and construction completed thereon. The terms of the Board of Directors shall expire as of the date of that annual meeting after the last lot is sold and construction completed thereon and three (3) new Directors shall be elected, subject to the rights of Noel E. Graham, Jr., Noel E. Graham, III, and Ross K. Graham to remain as Directors until the last lot in Graham Village Plat II is sold and construction completed thereon. Members of the Board of Directors shall not be precluded from being re-elected to the Board of Directors and serving as a Successor Director. After Noel E. Graham, Jr., Noel E. Graham, III, and Ross K. Graham are no longer on the Board, one (1) Director shall be elected for a term of one (1) year and until her or his successor is elected and qualified, one (1) Director shall be elected for a term of two (2) years and until her or his successor is elected or qualified and the third Director shall be elected for a term of three (3) years and until her or his successor is elected and qualified. Thereafter, all successor Directors shall be elected for a term of three (3) years.

4.4 Procedure for Election. At each annual meeting the Members shall elect a Director to succeed to the office of the Director whose term is expiring. Incumbent

Directors may continue in office as duly nominated and elected. Only persons nominated as candidates shall be eligible for election as Directors.

4.5 Removal or Resignation. Any Director may be removed at any time, with or without cause, by the affirmative vote of Members holding not less than two-thirds (2/3) of the total votes of the Association, and, with cause, by the Board of Directors, and a successor shall be elected by the Board of Directors to fill the unexpired portion of such Director's term. Any Director may resign at any time by giving written notice to the Board of Directors. The resignation shall take effect on the date of receipt of the notice or at any later time specified in the notice, and, unless otherwise specified, the acceptance of the resignation shall not be necessary to make it effective.

4.6 Fees and Compensation. No fee or compensation shall be paid by the Association to Directors or officers for their services as Directors or officers.

4.7 Meetings. The annual meeting of the Board of Directors shall be held without notice at the same place and immediately after the annual meeting of the Members. The annual meeting shall be held for the purpose of electing officers and any other business. Special meetings of the Board of Directors may be called by the President of the Association or a majority of the Directors on at least three (3) days' notice to each Director, given personally or by mail, telephone, or facsimile, which notice shall state the time and place of the meeting.

4.8 Waiver of Notice. Any Director may waive notice of a meeting by doing so in writing before the meeting. Attendance at a meeting of the Board of Directors shall constitute a waiver of notice and of any and all objections to the place or time of such meeting or the manner in which it has been called or convened, unless a Director attends the meeting solely for the purpose of stating, at the beginning of such meeting, any objection or objections relating to the meeting.

4.9 Board of Directors Quorum. At all meetings of the Board of Directors, a majority of the Directors then in office shall constitute a quorum for the transaction of business.

4.10 Action Taken by Directors. Except as otherwise provided in the Declaration, this Code of Regulations or by law, every act or decision by a majority of the Directors present in person at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

4.11 Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if written consent, setting forth the action so taken, is signed by all members of the Board of Directors and that written consent is filed with or entered upon the books of the Association

ARTICLE V. COMMITTEES

The Board of Directors may appoint Association Members and / or Board Members to Committees as necessary including the Architectural Control Committee. The Board of Directors may appoint two (2) or more Association Members or Board Members to constitute one (1) or more other committees of the Association. The resolution establishing each committee shall specify a designation by which it shall be known and shall fix its powers and authority. The Board of Directors may delegate to any committee any of the authority of the Board of Directors, however conferred.

Each committee shall serve at the pleasure of the Board of Directors, shall act only in the intervals between meetings of the Board of Directors, and shall be subject to the control and direction of the Board of Directors. All actions by any committee shall be subject to revision and alteration by the Board of Directors.

Any committee must be comprised of Members and must act by a majority of its Members at a meeting or by a writing or writings signed by all of its Members.

ARTICLE VI. OFFICERS

6.1 Enumeration and Election of Officers. The officers of the Association shall be a President, a Secretary, a Treasurer and such other officers as the Board of Directors may from time to time by resolution create including Vice President. The Board of Directors shall elect the officers of the Association at each annual meeting. All officers shall be members of the Board of Directors. The Board of Directors may remove any officer at any time, with or without cause, by a vote of the majority of Directors at a meeting at which a quorum is present. The Board of Directors may fill any vacancy in any office occurring from whatever cause.

6.2 Compensation. No fee or compensation shall be paid by the Association to any officer for her or his services as an officer.

6.3 Duties of Officers. The duties of the officers of the Association shall be as set forth below:

(a) *President.* The President shall preside at all meetings of the Board of Directors and Members and shall sign any contracts, notes, deeds or other papers requiring the President's signature, and shall have such other duties as may from time to time be required of the President by the Board of Directors.

(b) *Vice President.* The Vice President shall have the powers of the President during the absence or incapacity of the President or when there is a vacancy in the office of President, and shall have such other powers and duties as may be prescribed by the Board of Directors.

(c) *Secretary.* The Secretary shall keep minutes of all the proceedings of the Board of Directors and the Members, make proper record of the same and furnish copies of such minutes to the President prior to the next meeting of the Board of Directors or the Members, as the case may be; sign all bonds, contracts, notes, deeds and other papers executed by the Association requiring such signature; give notice of meetings of Directors and Members; keep such books as may be required by the Board of Directors; and perform such other and further duties as may from time to time be required by the Board of Directors.

(d) *Treasurer.* The Treasurer shall have general supervision of all finances. The Treasurer shall receive and have in charge all money, bills, notes, deeds, leases, mortgages, insurance policies and similar property belonging to the Association and shall do with the same such as may, from time to time, be required by the Board of Directors. The Treasurer shall cause to be kept adequate and correct accounts of the business transactions of the Association and on the expiration of her or his term of office shall turn over to the succeeding Treasurer or to the Board of Directors the property, books, papers and money of the Association.

ARTICLE VII. ASSESSMENTS

7.1 *Budget; Annual Assessments.* Not later than November 1 of each year, the Board of Directors shall estimate the amount of the common expenses of the Association for the next calendar year and prepare a budget based upon those estimates. The estimated budget may include, in addition to the items of common expense enumerated in the Declaration, an amount, to be determined by the Board of Directors, to be deposited in a reserve for contingencies and replacements, deferred maintenance, and unexpected and extraordinary expenses. Based upon the estimated budget, the Members, by a vote at the annual meeting, shall fix the amount of the annual assessment for each residential lot, taking into account the rate of assessment provided in Article IV of the Declaration. The annual assessment shall be payable in the manner provided in Article IV of the Declaration.

7.2 *Special Assessments.* The Board of Directors may levy special assessments if, in any year, the common expenses incurred in the maintenance of the common area exceed the income from the annual assessment. The amount of any operating deficit may, at the Board's sole option, be charged to the Members of the Association by means of a special assessment. No consent of the Members of the Association shall be required with respect to this special assessment. Special assessments shall be due and payable on the dates fixed by the Board of Directors, and shall be payable in one (1) installment unless the Board of Directors permits payment in more than one (1) installment.

7.3 *Individual Assessments.* If the Board of Directors satisfies an obligation of an Owner that is properly chargeable to a particular residential lot, or otherwise incurs an expense for which an individual Owner may be charged under any of the provisions of the

Declaration or this Code of Regulations, the Board of Directors shall assess the Owner for the Association's costs. An individual assessment against a residential lot shall be due and payable on the date determined by the Board of Directors, following written notice to the Owner subject to the assessment.

7.4 Status of Amounts Collected. The amounts collected through annual and special assessments shall be held and expended for the purposes designated in the Declaration and this Code of Regulations. Any amount assessed against a residential lot that is allocated to reserves shall be a contribution to capital, and shall be designated for that purpose on the Association's books and on any assessment notice. The Board of Directors may collect, hold, disburse or categorize the amounts allocated to the reserve fund in any manner necessary to insure their non-inclusion in the Association's taxable income under the Revenue Code, Treasury Regulations and/or rulings of the Internal Revenue Service.

7.5 Board Inaction. The Board of Directors' failure or delay to prepare an annual estimated budget or to give timely notice of an assessment shall not release any Owner from the obligation to pay the assessment whenever the amount of the assessment has been determined and written notice has been given. In the absence of any notice to the contrary, the Owner shall continue to pay the installments of the assessment at the existing rate established for the previous year until notice of the assessment for the next year shall have been mailed or delivered to the Owner.

ARTICLE VIII. ANNUAL AUDIT

The Board of Directors may cause the books of the Association to be audited once a year by an independent certified public accountant at the Association's expense. Copies of any such audit shall be made available upon request and payment of reasonable copying expenses to any Owner and any holder, insurer, or guarantor of a first mortgage

ARTICLE IX. INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS

To the extent permitted by law, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed civil, criminal, administrative or investigative action, suit or proceeding, other than an action by or in the right of the Association, by reason of the fact that she or he is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a Director, officer, employee, agent or volunteer of another corporation, domestic or foreign, non-profit or for profit, or a partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by her or him in connection with the action, suit or proceeding, if she or he acted in good faith and in a manner she or

he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, if she or he had no reasonable cause to believe her or his conduct was unlawful.

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that she or he is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a Director, officer, employee, agent or volunteer of another corporation, domestic or foreign, non-profit or for profit, or a partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, the defense or settlement of the action or suit if she or he acted in good faith and in a manner she or he reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue or matter as to which the person shall have been adjudged to be liable for negligence or misconduct in the performance of her or his duty to the Association unless, and only to the extent that, the court of common pleas or the court in which the action or suit was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court of common pleas or such other court deems proper.

Any indemnification under this Article IX, unless ordered by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee, agent or volunteer is proper in the circumstances because she or he had met the applicable standard of conduct set forth above. This determination shall be made (a) by a majority vote of a quorum consisting of Directors of the Association who were not and are not parties to or threatened with the action, suit or proceeding, or (b) whether or not a quorum is obtainable, and if a majority of a quorum if disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association or any person to be indemnified within the past five (5) years, or (c) by the Members, or (d) by the court of common pleas or the court in which the action, suit or proceeding was brought. Any determination made by the disinterested Directors or by independent legal counsel as described above shall be promptly communicated to the person who threatened or brought the action or suit by or in the right of the Association and within ten (10) days after receipt of such notification, that person shall have the right to petition the court of common pleas or the court in which the action or suit was brought to review the reasonableness of this determination.

The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which the person seeking indemnification may be entitled under the Articles of Incorporation, this Code of Regulations or any agreement, vote of members or

disinterested Directors, or otherwise, both as to actions in her or his official capacity and as to actions in another capacity while holding office, and shall continue as to a person who has ceased to be a Director, officer, employee, agent or volunteer and shall inure to the benefit of the heirs, executors and administrators of that person.

ARTICLE X. CONFLICTS; AMENDMENTS

10.1 **Conflicts.** If there are conflicts or inconsistencies between the provisions of Ohio law, the Articles of Incorporation of the Association or the Declaration and this Code of Regulations, the provisions of Ohio law, the Articles of Incorporation, the Declaration and this Code of Regulations, in that order, shall prevail.

10.2 **Amendment.** This Code of Regulations may be amended by the Developer until the last lot is sold and construction completed thereon in Graham Village Plat Two. Thereafter, Members holding at least seventy-five percent (75%) of the total votes of the Association may amend this Code of Regulations and Bylaws.

ARTICLE XI. DEFINITIONS

11.1 **Owner.** "Owner" means, with respect to any residential lot, the owner of record from time to time, whether one (1) or more persons or entities, of an interest in fee simple, but shall not include the Association. This term shall include Developer with respect to residential lots owned by Developer.

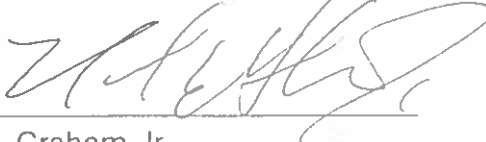
11.2 **Occupant.** "Occupant" means any owner, tenant, family member or other person lawfully occupying any lot.

11.3 **Real Property.** "Real property" means that real property located in Lucas County, Ohio, more particularly described as lot numbers twenty-two (22) through twenty-eight (28) in Graham Village Plat Two, a subdivision in Oregon, Lucas County, State of Ohio and common areas as per the Plat recorded July 30, 2025, in Plat Record 2025 0700026487 of the Lucas County, Ohio, Records Office.

11.4 **Residential Lot.** "Residential lot" means any parcel of the real property upon which a single-family residence has been or may be constructed. Unless the context otherwise requires, the term "residential lot" shall be deemed to include both the parcel of real property and the residence and other improvements on that real property.

As executed this 17th day of March, 2026, by all of the appointed
Directors of the Board of the Corporation

GRAHAM VILLAGE PLAT TWO HOMEOWNERS ASSOCIATION

By: 
Noel E. Graham, Jr.

By: 
Noel E. Graham, III

By: 
Ross K. Graham