

**AGREEMENT OF ADDITIONAL
PROTECTIVE COVENANTS AND CLARIFICATIONS
for
WRIGHT CYCLE ESTATES SECTION SEVEN
A Planned Unit Development**

City of Xenia, Greene County, Ohio

August 2021

This instrument prepared by:
Sean H. Harmon, Esq.
STACHLERHARMON
7810 McEwen Road, Suite B
Dayton, Ohio 45459

WRIGHT CYCLE ESTATES SECTION SEVEN

AGREEMENT OF ADDITIONAL PROTECTIVE COVENANTS AND CLARIFICATIONS

This AGREEMENT OF ADDITIONAL PROTECTIVE COVENANTS AND CLARIFICATIONS FOR WRIGHT CYCLE ESTATES SECTION SEVEN (this "**Agreement**") is made this ____ day of August, 2021 by P.F.D. DEVELOPMENT, P.L.L., an Ohio Limited Liability Partnership (hereinafter referred to as "**Declarant**"), whose current address is 620 Phillips Drive, Beavercreek, Ohio 45434. This Agreement partially amends and clarifies the original protective covenants and restrictions for Wright Cycle Estates Section Seven, A Planned Unit Development, recorded September 10, 2004 in Plat Cabinet Volume No. 35, Pages 233B, 234A and 234B in the Recorder's Office of Greene County, Ohio.

WHEREAS, on the 10th day of September, 2004, the Declarant caused to be recorded the original protective covenants and restrictions for Wright Cycle Estates Section Seven, A Planned Unit Development, in Plat Cabinet Volume No. 35, Pages 233B, 234A and 234B in the Recorder's Office of Greene County, Ohio; and

WHEREAS, Declarant now wishes to amend and clarify certain provisions in the original declaration of protective covenants and restrictions for Wright Cycle Estates Section Seven, A Planned Unit Development; and

WHEREAS, all original protective covenants and restrictions for Wright Cycle Estates Section Seven, A Planned Unit Development, shall remain in original form except as expressly modified herein.

ARTICLE I. DECLARATION/PURPOSE

1.01 Declarant is the owner of the approximately 7.937 acres of real property located in City of Xenia, in Greene County, Ohio and more particularly described and identified in **Exhibit "A"** (the "**Subdivision**").

1.02 As shown on the Record Plan for Wright Cycle Estates Section Seven, a Landscape Easement Area is identified within Lots 136 and 137. The Landscape Easement Area within Lots 136 and 137 are entrance features for the Subdivision and are permanent, perpetual easements that run with the land and are not subject to expiration of the original covenants or this Agreement.

1.03 In order to help the lot owners of Wright Cycle Estates Section Seven manage the enforcement of, and compliance with, the protective covenants and restrictions of Wright Cycle Estates Section Seven, as amended, **WCE SECTION SEVEN LOT OWNERS ASSOCIATION**, an Ohio Non-Profit Corporation (the "**Association**") has been established, as identified in **Exhibit "B"**, to administer the care and maintenance of the landscaping within the Landscape Easement Area on Lots 136 and 137. The costs incurred by the Association in connection with the administration, maintenance and repair of the Landscape Easement Area shall be assessed to and shared by all of the Owners of Lots within the Subdivision, in an amount proportionate to each Lot's size, such amounts being an encumbrance upon all such Lots.

1.04 Declarant hereby reserves the right within its sole and absolute discretion to create and record such supplementary declarations or amendments hereto with such terms and conditions as Declarant deems appropriate.

**ADDITIONAL PROTECTIVE COVENANTS, RESTRICTIONS,
ASSESSMENTS AND ASSESSMENT LIENS**

NOW, THEREFORE, be it known that the Declarant, as owner of the Subdivision described herein, on behalf of itself, and of its successors and assigns, hereby declares that the Subdivision shall be held, sold, conveyed and occupied subject to the following additional protective covenants and restrictions, assessments and assessment liens, which shall be in addition to the original protective covenants and restrictions contained in the Record Plan for Wright Cycle Estates Section Seven, as recorded and amended, all of which shall run with the title to the land and each part thereof, and be binding on all parties having any right, title or interest in the land and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, its successors and assigns, the Association, and each Owner of a Lot in the Subdivision, and each Owner's respective heirs, successors and assigns thereof.

ARTICLE II. PROTECTIVE COVENANTS AND RESTRICTIONS

The original protective covenants and restrictions for Wright Cycle Estates Section Seven, A Planned Unit Development, recorded in Plat Cabinet Volume No. 35, Pages 233B, 234A and 234B in the Recorder's Office of Greene County, Ohio, shall be amended, revised and clarified only as expressly provided below:

2.01 Paragraph 5 of the original protective covenants and restrictions for Wright Cycle Estates Section Seven shall be replaced and restated in its entirety to read as follows:

5. The Lot Owners of the Subdivision and/or Lot Owners Association shall be responsible for the care and maintenance of the landscaping within the Landscape Easement Area on Lots 136 and 137, and each Lot Owner shall be responsible for payment of its proportionate share of the costs associated with the care and maintenance of the landscaping within the Landscape Easement Area in accordance with the formula identified in Paragraph 14 herein. The said landscape easements are entrance features for the Subdivision and shall not take the place of the required landscaping for the commercial lots. These landscape easements shall be perpetual easements not subject to the expiration of the restrictive covenants, as amended.

2.02 Paragraph 12 shall be added to the original protective covenants and restrictions for Wright Cycle Estates Section Seven shall state as follows:

12. **Remedies for Breach.** If any Owner violates any of the provisions of the original protective covenants and restrictions, as amended, or any provision in this Agreement, the present Lot Owners of the Subdivision and/or Lot Owners Association may avail itself of any remedy available at law or in equity. The remedy provided by this section is not exclusive and is in addition to any other remedy or remedies that the Association may have. The Association may recover all of its costs, including court costs and reasonable attorney's fees. The Association will give the Owner notice in writing of the nature of the violation, and ten (10) days from the mailing of the notice in which to cure the violation.

3.03 Paragraph 13 shall be added to the original protective covenants and restrictions for Wright Cycle Estates Section Seven shall state as follows:

13. **Power and Authority of Lot Owner's Association.** The Association shall have all the rights, powers, and duties established, invested, or imposed by its association documents and the laws of the State of Ohio applicable with respect to Ohio not-for-profit corporations. In addition, the Association is hereby delegated the power and authority to enforce the protective covenants and restrictions, as amended, and other provisions of this Agreement.

3.04 Paragraph 14 shall be added to the original protective covenants and restrictions for Wright Cycle Estates Section Seven shall state as follows:

14. **Assessments.** The costs incurred by the Association in connection with the operation, administration, maintenance and repair of the Landscape Easement Area shall be assessed to and shared by all of the Owners of Lots within the Subdivision in proportion to the size of each Lot to the whole Subdivision, such amounts being an encumbrance upon all such Lots (the "Landscape Assessment"). Each Lot Owner's proportionate share of costs shall be calculated as follows: the acreage of the Owner's Lot divided by the total acreage in the Subdivision. The Landscape Assessment shall include, but not be limited to: (1) operation, administration, maintenance and repair of the Landscape Easement Area, and (2) all other costs and liabilities incurred by the Association in the exercise of its powers and duties pursuant to the original protective covenants and restrictions, as amended, and this Agreement. Each Owner, by accepting a deed to a Lot, is deemed to covenant and agree to pay to the Association the Landscape Assessment on a monthly, quarterly, semi-annual or annual basis, as determined by the Association. No Owner may gain exemption from liability for the Landscape Assessment by waiving or foregoing the use or enjoyment of any of the Landscape Easement Area or by abandoning his/her/its Lot.

3.05 Paragraph 15 shall be added to the original protective covenants and restrictions for Wright Cycle Estates Section Seven shall state as follows:

15. **Remedies.** If any Landscape Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Association may charge interest at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, and the Association, if applicable, may collect an administrative collection charge in an amount to be established from time to time by the Association, as appropriate. All unpaid Landscape Assessments, together with any interest and charges thereon or costs of collection, including without limitation all administrative fees and

expenses and all legal fees and expenses, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Landscape Assessment was levied.

3.06 Paragraph 16 shall be added to the original protective covenants and restrictions for Wright Cycle Estates Section Seven shall state as follows:

16. **Liens.** If any Landscape Assessment remains unpaid for ten (10) days after it is due, then the Association may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Landscape Assessment, together with interest and costs with the appropriate governmental office containing a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, the amount of the unpaid portion of the Landscape Assessment, and such other information as the laws of the State of Ohio may require. The certificate may be signed by any officer or authorized agent of the Association. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Landscape Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, and may thereafter be renewed for like consecutive terms, until and unless the lien is released earlier or satisfied in the same manner provided by the law of the State of Ohio for the release and satisfaction of mortgages on real property, or unless the lien is discharged by the final judgment or order of any court having jurisdiction. Notwithstanding the foregoing, the lien for Landscape Assessments provided for in this section shall be subordinate to the lien of any bona fide first mortgage on a Lot.

3.07 All protective covenants and restrictions for Wright Cycle Estates Section Seven, A Planned Unit Development, recorded September 10, 2004 in Plat Cabinet Volume No. 35, Pages 233B, 234A and 234B in the Recorder's Office of Greene County, Ohio, shall remain in full force and effect unless expressly modified herein.

IN WITNESS WHEREOF, P.F.D. DEVELOPMENT, P.L.L., an Ohio Limited Liability Partnership, by and through its managing partner, has signed this AGREEMENT OF ADDITIONAL PROTECTIVE COVENANTS AND CLARIFICATIONS FOR WRIGHT CYCLE ESTATES SECTION SEVEN this _____ day of August, 2021.

DECLARANT:

P.F.D. DEVELOPMENT, P.L.L., an Ohio Limited Partnership

By: SIBCO LTD., and Ohio Limited Liability Company, Managing Partner

By: Brad Phillips, President

STATE OF OHIO)
)
COUNTY OF _____) **SS:**

The foregoing instrument was acknowledged before me, a Notary Public, this _____ day of August, 2021, by Brad Phillips in his official capacity as President of **SIBCO LTD, and Ohio Limited Liability Company, Managing Partner of P.F.D. Development, P.L.L.,** an Ohio Limited Partnership, on behalf of said partnership.

Notary Public

Exhibit "A"

The "Subdivision" shall consist of the Lots specified as Wright Cycle Estates Section Seven, a Planned Unit Development, and further described as follows:

Situated in the City of Xenia, Greene County, Ohio, and being Lots One Hundred Thirty-Three (133) through One Hundred Thirty-Eight (138), inclusive, of Wright Cycle Estates, Section Seven, as shown on the record plan thereof recorded in Plat Cabinet 35, Pages 233B, 234A and 234B of the official records of Greene County, Ohio,

TOGETHER WITH the all legal highways, easements, all restrictions, conditions and covenants of record as identified on the Record Plan.

Exhibit "B"

Articles of Incorporation of

**WCE Section Seven Lot Owners Association,
An Ohio Non-Profit Corporation**



Toll Free: 877.767.3453 | Central Ohio: 614.466.3910
OhioSoS.gov | business@OhioSoS.gov
File online or for more information: OhioBusinessCentral.gov

Filing Form Cover Letter

Please return the approval certificate to:

Name (Individual or Business Name):

StachlerHarmon

To the Attention of (if necessary):

Sean H. Harmon

Address:

7810 McEwen Road, Suite B

City:

Dayton

State

Ohio

ZIP Code:

45459

Phone Number:

(937) 461-5901

E-mail Address:

sean@stachlerharmon.com

- Check here if you would like to receive important notices via e-mail from the Ohio Secretary of State's office regarding Business Services.
- Check here if you would like to be signed up for our Filing Notification System for the business entity being created or updated by filing this form. This is a free service provided to notify you via e-mail when any document is filed on your business record.

Please make checks or money orders payable to: "Ohio Secretary of State"

Type of Service Being Requested: (PLEASE CHECK **ONE** BOX BELOW)

- Regular Service:** Only the filing fee listed on page one of the form is required and the filing will be processed in approximately 3-7 business days. The processing time may vary based on the volume of filings received by our office.
- Expedite Service 1:** By including an Expedite fee of \$100.00, **in addition** to the regular filing fee on page one of the form, the filing will be processed within 2 business days after it is received by our office.
- Expedite Service 2:** By including an Expedite fee of \$200.00, **in addition** to the regular filing fee on page one of the form, the filing will be processed within 1 business day after it is received by our office. **This service is only available to walk-in customers who hand deliver the document to the Client Service Center.**
- Expedite Service 3:** By including an Expedite fee of \$300.00, **in addition** to the regular filing fee on page one of the form, the filing will be processed within 4 hours after it is received by our office, if received by 1:00 p.m. **This service is only available to walk-in customers who hand deliver the document to the Client Service Center.**
- Preclearance Filing:** A filing form, to be submitted at a later date for processing, may be submitted to be examined for the purpose of advising as to the acceptability of the proposed filing for a fee of \$50.00. The Preclearance will be complete within 1-2 business days.



Toll Free: 877.767.3453
Central Ohio: 614.466.3910
OhioSoS.gov
business@OhioSoS.gov
File online or for more information: OhioBusinessCentral.gov

Mall this form to one of the following:

Regular Filing (non expedite)
P.O. Box 670
Columbus, OH 43216
Expedite Filing (Two business day processing time. Requires an additional \$100.00)
P.O. Box 1390
Columbus, OH 43216

For screen readers, follow instructions located at this path.

Initial Articles of Incorporation
(Nonprofit, Domestic Corporation)
Filing Fee: \$99
(114-ARN)
Form Must Be Typed

Please check the box if this nonprofit corporation is being formed for the following purpose:

- Community Improvement Corporation (Economic Development or Land Reutilization) - Please see Ohio Revised Code Chapter 1724 or the instructions at the end of this form for more information.

First: Name of Corporation WCE Section Seven Lot Owners Association

Second: Location of Principal Office in Ohio
Xenia City
Greene County
Ohio State

Optional: Effective Date (MM/DD/YYYY) (The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing.)

Third: Purpose for which corporation is formed
To help the lot owners of Wright Cycle Estates Section Seven manage the enforcement of, and compliance with, the protective covenants and restrictions of Wright Cycle Estates Section Seven, as identified and recorded in the Record Plan of Wright Cycle Estates Section Seven, as amended and recorded in the Greene County, Ohio official records.

** Note: for Nonprofit Corporations: The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit corporation secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided. **

** Note: ORC Chapter 1702 allows for additional provisions to be included in the Articles of Incorporation that are filed with this office. If including any of these additional provisions, please do so by including them in an attachment to this form. **

Original Appointment of Statutory Agent

The undersigned, being at least a majority of the incorporators of

WCE Section Seven Lot Owners Association

(Name of Corporation)

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

SIBCO LTD

(Name of Statutory Agent)

620 PHILLIPS DRIVE

(Mailing Address)

BEAVERCREEK

(Mailing City)

OH

(Mailing State)

45434

(Mailing ZIP Code)

Must be signed by
the incorporators or
a majority of the
incorporators.

/s/ Brad Phillips

(Signature)

(Signature)

(Signature)

Acceptance of Appointment

The Undersigned, SIBCO LTD, named herein as the
(Name of Statutory Agent)

Statutory agent for WCE Section Seven Lot Owners Association
(Name of Corporation)

hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Statutory Agent Signature /s/ Brad Phillips

(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by the incorporator(s).

If the incorporator is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the incorporator is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

/s/ Brad Phillips

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name