

AMENDED AND CONSOLIDATED
DECLARATION
OF
COVENANTS, EASEMENTS, RESTRICTIONS, AND
ASSESSMENT LIEN
FOR
THE ASSOCIATION OF POWELL PLACE
HOME OWNERS

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To create a general plan for the protection and benefit and the property described above, and all of the persons who may now or hereafter become Owners of said subdivision, the Owners of Lots within The Association of Powell Place Home Owners make this Declaration subject to all and each of the following reservations, restrictions, conditions, easements, charges, agreements, covenants, obligations, rights, uses and provisions, collectively hereinafter referred to as "Restrictions" which are for the mutual benefit and protection of and will be enforceable by the Association and by all and any of the Owners of the described above. The Lot Owners for themselves and their successors and assigns, covenant and agree to keep and perform each of said restrictions, conditions, charges, agreements, covenants, obligations, rights, uses, and provisions and fully punctually to observe, comply with, perform, and carry out the same:

WHEREAS, Dunmoor Investment Company L.L.C. ("Declarant") is at this date Owner of Lots 1400 through 1448 inclusive of Powell Place, Section I, Lots 1449 through 1508 inclusive of Powell Place, Section II, Lots 1968 through 1909 inclusive of Powell Place, Section III, and Lots 2603 through 2609 inclusive of Powell Place, Section IV, in the Village of Powell, County of Delaware, State of Ohio, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 1, Slide No. 232 et seq., Plat Cabinet 1, Slide No. 349 et seq., Plat Cabinet 1, Slide No. 556 et seq., and Plat Cabinet 2, Slide No. 795 et seq., Recorder's Office, Delaware County, Ohio.

WHEREAS, it is contemplated that the various Lots, singly or otherwise, will be sold to diverse persons, and that suitable improvements will be erected thereon.

WHEREAS, the Association desires to create a uniform plan of restrictions, easements and covenants with respect to the Lots described therein, and establish liens upon the Lots described herein, which will be binding upon and inure to the benefit of Declarant, the Association, and all future Owners and occupants of the Lots.

WHEREAS, this Declaration is being made to establish Covenants, Easements, and Restrictions for the Subdivision, to provide for an Association for the Ownership and maintenance of the Common Elements to be owned by the Association and the maintenance, as may be necessary, of the Common Elements not owned by the Association; to provide for and promote the benefit, enjoyment and well-being of Lot Owners and occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

NOW THEREFORE, the above-described property will be held, sold, conveyed and occupied subject to the following covenants, easements and restrictions, and lien for assessments, which are for the purpose of protecting the values and desirability thereof, and which will run with 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 will inure to the benefit of and be enforceable by Declarant, each Lot Owner, the respective heirs, successors and assigns of Declarant and each Lot Owner, the Village of Powell, Ohio and the Association.

The provision of this Declaration of Covenants, Easements, Restrictions and Assessment Lien, as from time to time amended, will be considered to be a part of, and incorporated within, each deed hereinafter conveying the Lots, or any portion thereof.

A. DEFINITIONS

1. "Declaration" means this instrument entitled "Amended and Consolidated Declaration of Covenants, Easements, Restrictions and Assessment Lien for The Association of Powell Place Home Owners as originally executed, or if amended, as so amended.
2. "Association" means and refers to The Association of Powell Place Home Owners, an Ohio nonprofit corporation.
3. "Board of Directors" or "Board" means the Board of Directors of the Association.
4. "Bylaws" means the Bylaws (also know as the Code of Regulations) of Association of Powell Place Homeowners', recorded at Delaware County Records, Volume 1034, Page 1508 et seq.
5. "Chapter 5312" means Chapter 5312 of the Ohio Revised Code, the Ohio Planned Community Act, as the same may be amended or supplemented from time to time.

6. "Lot" means a tract of land that has a separate parcel number assigned by the Delaware County Auditor and is occupied or intended to be occupied by a dwelling, and means any unimproved parcel of land located within the property, with the exception of the Common Elements, which are intended for use as a site for a single family, detached dwelling shown upon any recorded subdivision map of any part of the property.

7. "Owner" means and refers to the Owner as shown by the real estate records in the Delaware County Recorder, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Lot or dwelling situated upon the property but, notwithstanding any applicable theory of a mortgage, will not mean or refer to the mortgage or holder of the security, its successor, or assigns unless and until such mortgagee or holder of a security has acquired title pursuant to foreclosure, proceeding, or deed in lieu of foreclosure; neither will the term "Owner" mean or refer to any lessee or tenant of an "Owner." In the event that there is recorded in the Delaware County Recorder, a land installment contract covering any Lot within the property, the Owner of such Lot shall be the purchaser under said contract and not the fee simple title holder.

B. FULLY PROTECTED RESIDENTIAL AREA.

The following residential area covenants, in their entirety, will apply to all the aforesaid numbered Lots and any additional real property submitted to the provisions of these covenants, easements, restrictions and lien for assessments as provided herein.

C. LAND USE AND BUILDING TYPE.

All Lots in the above-described subdivision, exclusive of reserves, will be known and described as single-family detached residential Lots and, except for such Lot or Lots or part thereof as may hereafter be dedicated to private use for access to and from adjacent private development, no Lot will be used other than for residential purposes. No building will be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height and to include a private, attached garage for not less than two cars.

D. LOT SPLIT.

No detached single-family Lot will be split, divided, or subdivided for sale, resale gift, transfer, or otherwise so as to create a new building Lot.

E. DWELLING SIZE.

Except as hereinafter provided, the floor area of the main structure, exclusive of open porches and garages, will not be less than:

1. One floor plan dwelling: not less than 1500 square feet per detached

dwelling.

2. Two story dwelling: not less than 900 square feet on the ground floor per detached dwelling.

3. Split level dwelling: not less than 1400 square feet on the upper two levels per detached dwelling.

4. One and one-half story dwelling: not less than 1000 square feet on the ground floor per detached dwelling. The second level of the dwelling unit must be finished.

5. Bi-level dwelling: not less than 1600 square feet on the upper level per detached dwelling.

Exterior dimensions will be used to compute the required floor area, with garages, breezeways, basements, attics, and porches excluded. The residence constructed on any Lot will not in the aggregate cover more than 35% of the square footage of any such Lot.

F. BUILDING LOCATIONS.

No building will be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum set back lines shown on the recorded plat of the subdivision. In any event, no building will be located on any Lot nearer than 25 feet to the front Lot line, or nearer than 25 feet to any side street line. No building will be located nearer than 10 feet to an interior Lot line. Fireplaces cannot encroach the side setback line. For the purpose of this covenant, eaves, steps and open porches will not be considered as part of the building provided, however, that this will not be construed to permit any portion of a building on a Lot to encroach upon another Lot. As to any specific Lot which is subject to these protective covenants, the building set back and interior Lot lines minimums specified above in this covenant will be subject to reduction to lesser minimums equal to those permitted by any variance granted by the Village of Powell Board of Zoning Appeals or other similar administrative board or agency having jurisdiction over the property covered by these protective covenants.

G. ARCHITECTURAL PLAN REVIEW.

No building, or other permanent enclosed structure will be constructed, erected, installed or maintained on any part of said Lots, nor will any substantial change or alteration thereof be made unless the same will be done strictly in accordance with the plat, building plans and specifications thereof which the Board will have approved prior to the commencement of any such work or use, which approval will not be unreasonably withheld by the Board and will be based upon whether the proposed improvements, including exterior material and colors, are harmonious with improvements on neighboring properties, including the following:

1. **Roof Forms:** All homes will feature overhangs of a minimum of 6" and pitches from low to high to create interest. The minimum roof pitch will be 7/12ths over the main house structure;

2. **Exterior Materials:**

(a) **Phases I & II** - Siding will be either wood lap siding, cement-fiber lap siding, brick, stone or stucco on all elevations. One hundred percent (100%) of the opaque exterior front walls will be constructed of brick, stone, real wood lap siding, cement-fiber lap siding, stucco, or a combination thereof.

(b) **Phases III & IV** - Siding will be either wood lap siding, vinyl siding, cement-fiber lap siding, brick, stone or stucco on all elevations, however 100% of the opaque exterior front walls will be constructed of brick, stone, real wood lap siding, cement-fiber lap siding, stucco, or a combination thereof. Vinyl siding will be of a type, quality and color pre-approved by the Village of Powell Planning & Zoning Commission.

Owners may repaint without approval when repainting with the same colors. New colors must be approved by the Board. In the event the Board fails to approve such plan within 30 days after submission to it, such plan will be deemed automatically approved. Upon submission of plans and specifications submitted to it, such approval will be endorsed by the Board on such plans and specifications and the Board will return one set to the person submitting the same, and one set will be retained by the Board. If approval is denied by the Board to the plans and specifications submitted to it, both sets will be returned to the person submitting the same. The provisions of this paragraph will not apply to any interior change, alteration, arrangement, or decoration or to any exterior maintenance or landscaping following the original construction of a dwelling and its accessory building and structures on a Lot and the landscaping thereof which does not substantially change the appearance of such house, buildings, structures, or landscaping.

H. LANDSCAPING.

Street Tree Program:

It is the intent of the proposed street tree program to help residents of Powell Place, to form a community.

1. The street trees will be provided by the property Owners of each Lot adjoining the street and will be in place prior to final occupancy permit being issued by the municipality.

2. Each Lot Owner should plant and maintain a minimum of one street tree. The number of street trees planted may go toward fulfilling the tree planting requirement of Section 940.05(A)1. Zoning Ordinance of the Municipality of Powell, Ohio.

3. Trees should be planted at the front of the Lot between the front Lot line and the building front setback line.

4. The Lot Owner will replace any tree which dies.

I. TREES.

Tree plantings will be of 1 ½" minimum caliper and will be consistent with the City of Powell ordinances. All mature trees within 60 feet of all intersections must be limbed up to 8'-0" minimum to assure clear site distance. Trees overhanging sidewalks must be limbed up a minimum of 8' 0". The tree location is to be 10 feet from fire hydrants. Information on tree planting and care can be obtained from the Ohio Department of Natural Resources, Division of Forestry, Columbus, Ohio, or the Agricultural Extension Service, The Ohio State University, Columbus, Ohio.

J. YARD LIGHTS.

Each detached single-family Lot will have one yard light, generally located 3.0 feet from the rear of the public walk, and 3.0 feet from the edge of the driveway nearest the front entrance of the house. It will be controlled by a functioning light sensitive switch device mounted on the post; there will be no wall switch inside of the house. All fixtures will be SL9045-1 as manufactured by Thomas Industries, or an equal as approved by the Board.

K. NON-PERMANENT STRUCTURES.

No structure of a temporary character, storage tank, trailer, basement, shack, tent, garage, or other outbuilding will be used on any Lot at any time either temporarily or permanently, provided that trailers, temporary buildings, barricades and the like will be permitted for construction purposes during the construction period of a residence on any Lot.

L. NUISANCES.

No noxious or offensive trade or activity will be carried on upon the premises, nor will anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

M. FENCING.

No chain link, cyclone wiring, grape stake, or other similar type fencing will be constructed on any Lot. Wood (board and picket types), vinyl, powder-coated ornamental metal, and hybrid fencing not to exceed 48 inches in height may be used at side and rear Lot lines. Hybrid fencing is defined as a combination of wood and black vinyl coated mesh materials to form a fence with the stipulation that the mesh material must be placed on the inside of the rail boards. Wood screening type fence may be erected not to exceed 72 inches in height above ground level and said screening type fence will not be placed along property lines as a property divider. Wood screening type fences can be used only for patios and private areas. No fence of any type is to be erected between the front Lot line and the building line.

N. LIVESTOCK AND POULTRY.

No animals, livestock, poultry or non-domestic animal of any kind will be raised, bred or kept on any Lot except dogs, cats or other domesticated house pets provided that they are not kept, bred, or maintained for any commercial purposes. No more than two, either cats and/or dogs, may be kept outside on a regular basis (spending more than 50% of the day outside). Puppies and kittens are not counted in this total until they are weaned from their mother. Animals must not be allowed to run at large, but must be confined to the Owner's Lot or controlled by a restraint device. The pet Owner is responsible for collecting and disposing all pet waste for their pet.

O. BOAT, TRAILER, AND VEHICLE PARKING AND STORAGE.

No trailer, boat, personal watercraft, camper, bus, or recreational vehicle will be parked or stored on any Lot unless it is in a garage or other vehicle enclosure out of view from the street and abutting properties; provided, however, that nothing herein will prohibit the occasional nonrecurring temporary parking of such, trailer, boat, camper, recreational vehicle or commercial vehicle on the Lot for a period not to exceed 48 hours in any 30 day period.

P. VEHICLES NOT IN USE.

No automobile or motor vehicle will be left upon any Lot or street for a period longer than 7 days in a condition wherein it is not able to be operated on a public highway. After such period the vehicle will be considered a nuisance and detrimental to the welfare of the above-described real estate and will be removed therefrom.

Q. RUBBISH.

No Lot will be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Trash, garbage or other waste will be kept at all times in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials will be kept in a clean and sanitary condition.

R. ANTENNAS AND EXTERIOR APPURTENANCES.

Satellite dishes and antennas no larger than one (1) meter may be erected per federal legislation. If more than one suitable location is available, a reception device must be placed in the location least visible from the front of the property and adjacent properties. Installation shall be in accordance with the manufacturer's recommendations, governing building and zoning codes, and all applicable safety statutes and ordinances. Devices may not be erected in any part of the association common areas.

S. ABOVE GROUND POOLS.

No above ground pool will be permitted on any Lot.

T. GRADING AND DRAINAGE.

The finished grade of any Lot or Lots or parts thereof will comply with the finished grading and drainage plan as set out in the master plan of the subdivision subject to modification by the Municipal Engineer. Erosion and its effects in respect to the Lots are not the responsibility of the Grantor. In the event of a dispute as to the compliance or non-compliance with the master grading plan for the subdivision, the decision of the Village Engineer will be final.

U. SIGNS.

Signage will be in accordance with City of Powell City Code.

V. SIGHT DISTANCE AT INTERSECTIONS.

No fence or any portion of any fence of any type will be erected or placed on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In addition, no fence, wall, hedge or shrub planting which obstructs sight elevations between 2 and 6 feet above the roadways will be placed or permitted to remain on any corner Lot within the triangular area formed by the street property line and a line connecting them at points 50 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street

property lines extended. These same sight-line limitations will apply on any Lot within 10 feet from the intersection of a street property line with edge of a driveway or alley pavement.

W. EASEMENTS.

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and other instruments of record. Within the limits of these easements, the grade specified in the master grading plan must be complied with, and no structure, planting or other materials will be placed or permitted to remain which may damage or interfere with the installation, operation or maintenance of the utilities, or which may change the direction of the flow of drainage channels or may obstruct or retard the flow of water through drainage channels within the easements. The easement area of each Lot and all improvements in it will be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility is responsible.

X. MAINTENANCE OF COMMON IMPROVEMENTS.

The maintenance of the common improvements, entrance features, bike path and its easement and plantings, and storm water facilities (including the retention pond and storm sewer lines outside of the Village of Powell) in Powell Place in a well maintained, attractive and aesthetically appealing condition will be the responsibility of the Association. That responsibility will include, but not be limited to, caring for and maintaining those improvements, including seeding and mowing when needed, general cleaning as required, and maintaining the unrestricted flow of water in drainage areas. All such maintenance and repair will be a common expense shared by all Lot Owners. The Board has the authority to execute any easement agreements necessary to facilitate the maintenance, repair, and replacement of landscaping or improvements that benefit Powell Place, including but not limited to easement agreements for entrance features. Further, the Board has the authority to remove, in whole or in part, any entrance features located on property not owned by the Association or on a Lot within the Association.

Y. ASSESSMENTS AND ASSESSMENT LIENS.

1. Types of Assessments. Declarant, for each Lot, hereby covenants, and each Lot Owner, by acceptance of a deed to a Lot, (whether or not it will be so expressed in such deed), is deemed to covenant and agree to pay to the Association: (1) annual operating assessments, (2) special assessments for capital improvements, and (3) special individual Lot assessments, all of such assessments to be established and collected as hereinafter provided.

2. Elements-Appportionment; Due Dates.

(a) Annual Operating Assessments After the Transfer Date.

(1) Promptly after the Transfer Date, and thereafter, prior to the beginning of each fiscal year of the Association, the Board will estimate, and divide equally among the Lots subject to this Declaration of Covenants, Easements, Restrictions and Assessment Lien, the expenses of the Association consisting of the following:

a. the estimated next fiscal year's cost of the maintenance, repair, replacement, and other services to be provided by the Association;

b. the estimated next fiscal year's costs, if any, for insurance and bond premiums to be provided and paid for by the Association;

c. the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;

d. the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(2) The Board will thereupon allocate such expense equally among all Lots, and thereby establish the annual operating assessment for each separate Lot.

(3) The annual operating assessment will be payable each year in advance of the date designated by the Board.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency will be assessed by the Board among the Lots on

an equal basis.

(5) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess will be retained as reserves, and will in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Lot Owners.

(b) Special Assessments for Capital Improvements.

(1) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements and/or personal property to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements will not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to 5% of that fiscal year's budget, without the prior consent of Lot Owners exercising no less than 75% of the voting power of Lot Owners.

(2) Any such assessment will be divided equally among all Lots, and will become due and payable on such date or dates as the Board determines following written notice to the Lot Owners.

(c) Special Individual Lot Assessments. The Board may levy an assessment against an individual Lot, or Lots, to reimburse the Association for those costs incurred properly chargeable by the terms hereof to a particular Lot (such as, but not limited to, the cost of enforcement of covenants and restrictions against a particular Lot, or arbitration costs properly chargeable against such Lot Owner.) Any such assessment will become due and payable on such date as the Board determines, and gives written notice to the Lot Owners subject thereto.

3. Effective Date of Assessments. Any assessment created pursuant hereto will be effective on the date determined by the Board. Written notice of the amount of any assessment will be sent by the Board to the Lot Owner subject thereto at least 10 days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice will be mailed or delivered to a Lot Owner's Lot unless the Lot Owner has delivered written notice to the Board of a different address for such notices, in which event the Board will mail such notice to the last designated address. Failure to receive such notice, for whatever reason, will not be a defense to the Lot Owner's obligation to pay such assessment.

4. Effect of Nonpayment of Assessment; Remedies of the Association.

(a) If any assessment or any installment of any assessment is not paid within 10 days after the same has become due, the Board, at its option, without demand or notice, may (i) declare the entire unpaid balance of the assessment immediately due and payable; (ii) charge interest on the entire unpaid balance, (or on an overdue installment, alone, if it hasn't exercised its option to declare the entire unpaid balance due and payable), at the highest rate of interest then permitted by law, or at such lower rate as the Board may from time to time determine; (iii) charge a reasonable, uniform late fee, as determined from time to time by the Board; and (iv) restrict services to the Lot and restrict use of the Associations Common Elements and of easements for the use thereof, by the Owners and occupants of the Lot. Such services and use may be restricted until the assessments with respect to the Lot have been paid.

(b) Annual operating and both types of special assessments, together with interest, late charges and costs, will be a charge and a continuing lien in favor of the Association upon the Lot against which each such assessment is made.

(c) At any time after an installment of an assessment levied pursuant hereto remains unpaid for 10 or more days after the same has become due and payable, an affidavit regarding the non-payment of Assessments and restriction of the use of easements appurtenant to the Lot and the availability of services to such Lot, may be filed with the Recorder of Delaware County, Ohio, pursuant to authorization given by the Board. The certificate will contain a description of the Lot for which Assessments are unpaid, the name or names of the record Owner or Owners thereof, and the amount of the unpaid portion of the assessments, and will be signed by the president or other officer of the Association.

(d) Any Lot Owner who believes that an assessment chargeable to his, her or its Lot has been improperly charged against that Lot, may bring an action in the Court of Common Pleas of Delaware County, Ohio for the discharge of that assessment. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Lot, the court will make such order as is just.

(e) Each such assessment together with interest and costs will also be the joint and several personal obligation of the Lot Owners who owned the Lot at the time when the assessment fell due. The obligation for delinquent assessments, interest and costs will not be the personal obligation of that Owner or Owners' successors in title unless expressly

assumed by the successors, provided, however, that the right of the Association to any lien upon the Lot for non-payment of Assessments, and the right of the Association to restrict the use of easements appurtenant to such Lot and restrict services to such Lot, or restrict the use of the Common Elements by the Owners and occupants of the Lot, will not be impaired or abridged by reason of the transfer.

(f) The Association, as authorized by the Board, may pursue any other remedy available to the Association pursuant to Ohio law, and without limiting the generality of the foregoing, may obtain a lien to secure payment of delinquent assessments, interest, late charges and costs, bring an action at law against the Owner or Owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these or other remedies. In any foreclosure action, the Owner or Owners affected will be required to pay a reasonable rental for that Lot during the pendency of such action, and the Association as plaintiff in any such action will be entitled to become a purchaser at the foreclosure sale. In any action, interest and costs of such action (including attorney's fees) will be added to the amount of any such assessment, to the extent permitted by Ohio law.

(g) No Owner may waive or otherwise escape liability for the assessments provided for in these Covenants by non-use of the Common Elements, or any part thereof, or by abandonment of his, her or its Lot.

5. **Certificate Regarding Assessments.** The Board will, upon demand, for a reasonable charge, furnish a certificate signed by the President, Treasurer, Secretary or other designated representative of the Association, setting forth whether the assessments on a specified Lot have been paid. This certificate will be conclusive evidence of payment of any assessment therein stated to have been paid.

Z. ENFORCEMENT.

Enforcement will be in accordance with Chapter 5312 and may be in the form of proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages, or both. This Declaration of Covenants, Easements, Restrictions and Assessment Lien may be enforced by the Board on the Association's behalf, each Lot Owner, the Village of Powell, Ohio.

AA. SEVERABILITY.

Invalidation of any one of these covenants by judgment or court order will in no way affect any of the other provisions which will remain in full force and effect.

BB. AMENDMENTS.

Amendment of this Declaration of Covenants, Easements, Restrictions and Assessment Lien will require written consent of not less than 75% of the Owners of the Lots subject hereto.

CC. OCCUPANCY RESTRICTION.

A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a dwelling or remaining in or on the property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association is not, however, liable to any Owner or occupant, or anyone visiting any Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.