

DECLARATION  
OF  
COVENANTS, EASEMENTS AND RESTRICTIONS  
FOR  
CHADDS FORD SETTLEMENTS SUBDIVISION  
HUDSON, OHIO

This Instrument Prepared by:

MAYS, KARBERG & WACHTER  
Suite 250, Corporate Circle  
30100 Chagrin Boulevard  
Cleveland, Ohio 44124-5705  
(216) 464-3030

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This Declaration of Covenants, Easements and Restrictions for Chadds Ford Settlements Subdivision, Hudson, Ohio is made and executed as of \_\_\_\_\_, 1991 by:

Hudson Joint Venture  
a general partnership formed pursuant  
to the laws of the State of Ohio  
(hereinafter called "Declarant")

WITNESSETH:

WHEREAS, Hudson Joint Venture has acquired certain parcels of real property situated in the Township of Hudson, County of Summit and state of Ohio; and more fully described in "Exhibit A" attached hereto and made a part hereof (hereinafter called "Subdivision Land" or "Property"); and

WHEREAS, the Declarant deems it necessary for the efficient preservation of the values, general welfare of the Sublot Buyers, aesthetic harmony, and amenities of this development to impose and provide easements, covenants, conditions, and restrictions on the Subdivision land.

NOW, THEREFORE, for the benefit of each and every purchaser of Sublots in the Subdivision, and as further consideration for each deed in the conformity with a general plan of development for the Subdivision, each Sublot shall be subject to the following easements, covenants, conditions, and restrictions, and which shall be binding upon all subsequent owners thereof, their heirs, executors, administrators, successors and assigns, and which easements, covenants, conditions and restrictions shall run with the Subdivision land.

## SECTION 1: DEFINITIONS AND EXHIBIT

### 1.1 Definitions:

The following terms, wherever used in this Declaration, shall be deemed to have the meaning as set forth immediately following each term:

#### 1.1.1 Additional Land:

The term “Additional Land” shall mean and refer to the additional real property, all or any part of which is subject to being annexed as provided elsewhere in this Declaration, which property is more particularly described in “Exhibit B” attached hereto and incorporated throughout this Declaration by reference. Said land shall not necessarily have to be part of the Subdivision.

#### 1.1.2 Architectural Review Committee:

The term “Architectural Review Committee” shall be deemed to mean the committee established and empowered pursuant to Section 4 of this Declaration for the purpose of approving the plans and specifications for any Improvements to be made to the Subdivision.

#### 1.1.3 Articles:

The term “Articles” shall be deemed to mean the Articles of Incorporation of the Associations as recorded in the office of the Secretary of State of Ohio, together with any and all amendments thereto which may from time to time be similarly recorded.

#### 1.1.4 Assessments:

The term “Assessments” shall be deemed to mean all Insurance Charges, Maintenance Charges, Recreational Charges, Taxes, and Utility Charges, together with any and all other charges, costs, expenses, fees, fines, levies and penalties to be paid to the Association by the Owners in accordance with the terms and conditions set forth in this Declaration, whether the same are general assessments or special assessments.

#### 1.1.5 Association:

The term “Association” shall be deemed to mean the Chadds Ford Settlements Homeowners Association, a nonprofit corporation formed pursuant to the laws of the State of Ohio, together with its successors and assigns. The Association shall be formed prior to the transfer of the first lot.

#### 1.1.6 Board of Trustees”

The term “Board of Trustees” shall be deemed to mean the trustees, duly elected by the Members of the Association, who sit as the Association’s trustees in accordance with Chapter 1702, Ohio Revised Code.

#### 1.1.7 Bylaws:



The term “Bylaws” shall be deemed to mean the codified rules and regulations pertaining to the government of the business and affairs of the Association, together with any and all amendments or modifications from time to time made thereto.

1.1.8 Common Areas and Facilities:

The term “Common Areas and Facilities” shall mean the entrance ways, perimeter fences, signs, plantings, cul-de-sac boulevard and entranceway landscaping areas and recreational area and facilities, which shall be owned and/or maintained by the Association.

1.1.9 Common Expenses:

The term “Common Expenses” shall mean and include the actual and estimated expenses of operating the Associations, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles. Common Expenses shall also include but not be limited to, any expenses necessary for maintaining entranceways, perimeter fences, signs for the Subdivision, boulevard and cul-de-sac island plantings as well as recreational areas and facilities.

1.1.10 Declarant:

The term “Declarant” shall be deemed to mean the Developer, together with their respective successors and assigns.

1.1.11 Declaration:

The term “Declaration” shall be deemed to mean this Declaration of Covenants, Easements and Restrictions together with any and all amendments and modifications thereto from time to time adopted and recorded in the Office of the Recorder, Summit County, Ohio.

1.1.12 Developer:

The term “Developer” shall be deemed to mean Hudson Joint Venture or its successors and assigns.

1.1.13 Documents:

The term “Documents” shall be deemed to mean the Articles, the Bylaws, the Rules and Regulations, and this Declaration.

1.1.14 Improvements:

The term “Improvements” shall be deemed to mean any building, facility, structure or other enhancement, whether or not the same may be habitable, enclosed, decorative or otherwise, together with any and all landscaping material (including planted vegetation) wherever located or intended to be located in the Subdivision.

1.1.15 Member:

The term “Member” shall be deemed to mean the Developer and all Owners, each of whom shall be a Member of the Association, as provided in the Articles.

1.1.16 Owner:

The term “Owner” shall be deemed to mean all of the legal owner(s) of the title to a freehold estate in a Sublot, regardless of whether or not such person(s) or parties are in actual possession thereof. Any and all disputes concerning the identity of the Owner shall be resolved by an examination of the Deed Records of Summit County, Ohio.

1.1.17 Plat:

The term “Plat” shall be deemed to mean the plat of plats comprising the Chadds Ford Settlements Subdivision as recorded from time to time in the Plat Records of Summit County, Ohio. A copy of the preliminary plat is attached hereto as “Exhibit C” and made a part hereof.

1.1.18 Recreational Areas and Facilities:

The recreational area and facilities (“RAF”) shall be portion of the Additional Land (Parcel A) and shall contain a club house, swimming pool, tennis courts and such other facilities which may be constructed thereon from time to time.

1.1.19 Residence:

The term “Residence” shall be deemed to mean a single-family residential dwelling unit which is constructed upon a Sublot.

1.1.20 Rules and Regulations:

The term “Rules and Regulations” shall be deemed to mean such rules and regulations as may be adopted from time to time by the Board of Trustees and relating to the care, maintenance, operation and use of the Common Areas and Facilities.

1.1.21 Subdivision:

The term “Subdivision” shall be deemed to mean the entire tract of land designated as the Chadds Ford Settlements Subdivision on the Preliminary Plat, including all Sublots, all Common Areas and any and all roads and access ways designated thereon and any additions thereto and shall include all additional land which may become part of the Subdivision in the future.

1.1.22 Prestige Subdivision:

Land described as “Parcel B of the Additional Land.”

1.1.23 Sublot:

The term “Sublot” shall be mean any Sublot shown on the plats of the Subdivision, and as may be created on the Additional Land which Sublots may also be referred to as “Sublot”.

1.1.24 Supplementary Declaration:

The term “Supplementary Declaration” shall mean and refer to any declaration filed by Declarant and submitting and subjecting any portion of the Additional Land to the rights and obligation imposed by this Declaration.

1.1.25 User:

The term “User” shall be deemed to mean each and every legal occupant of a Residence, together with such occupant’s guests and invitees as may be permitted to use and enjoy the Common Areas and Common Facilities pursuant to the Documents.

1.2 Exhibits

1.2.1 Exhibit A:

A Legal Description of the property subject to this Declaration is attached hereto as “Exhibit A” and made a part hereof.

1.2.2 Exhibit B:

Legal Descriptions of the Additional Land is attached hereto as “Exhibit B” and made a part hereof.

1.2.3 Exhibit C:

A reduced photocopy of the Preliminary Plat of the Subdivision is attached hereto as “Exhibit C” and made a part hereof.

1.2.4 Exhibit D;

The Preliminary Plat setting forth the Sublots which shall contain residential homes having no less than 2,800, 3,000, 3,500 and 4,000 square feet as defined in Section 5.2.3 hereof.

SECTION 2: SUBJECT PROPERTY

2.1 Sublots:

All of the property described in “Exhibit A” shall be and is hereby made subject to this Declaration. The property consisting of the Prestige Subdivision may also be considered Sublots when the same is developed and made subject to the Declaration.

2.2 Common Areas:

The Common Areas described on the Plat, including but not limited to all cul-de-sac and boulevard islands, shall be and hereby are made subject to this Declaration, as well as all or any portion of the Additional Land as may be added from time to time.

2.3 Future Conveyances:

Each and every conveyance of a Sublot and/or the Common Areas, or any part thereof or any interest therein, shall clearly indicate that such conveyance is made subject to the terms and conditions contained in this Declaration and that the transferee with respect to such conveyance shall be bound by the terms and conditions contained in this Declaration. Further, the terms and conditions contained in this Declaration shall be deemed to be covenants running with the land and shall be binding upon any and all persons or parties having an interest in the Subdivision, including their heirs, administrators, executors, personal representatives, successors and assigns.

### SECTION 3: EASEMENTS

#### 3.1 Access to Common Areas:

Every User shall have the right, exercisable in common with the exercise thereof by other Users, to free and complete ingress and egress to and from the Common Areas.

#### 3.2 Use of Common Areas and Common Facilities:

Every User shall have the rights, exercisable in common with the exercise thereof by other Users, to use and enjoy the Common Areas and Common Facilities, subject to the reasonable rules and regulations adopted from time to time by the Association and regarding the user thereof. The Common Areas and Common Facilities shall be used exclusively for the leisurely and recreational activities and purpose of the Users and for no other purposes whatsoever, without the prior written consent of the Board of Trustees.

#### 3.3 Access by Developer:

The Developer, its agents, assignees, contractors, designees and employees shall have free and complete access to the Common Areas and Facilities for the purpose of constructing, installing, maintaining, repairing and inspecting any and all Common Areas and Facilities.

### SECTION 4: ARCHITECTURAL REVIEW COMMITTEE

#### 4.1 Structure:

The Architectural Review Committee shall be composed of no less than three (3) natural persons appointed from time to time by the Board of Trustees of the Association.

#### 4.2 Purpose:

The purpose of the ARC shall be to approve any and all plans, drawings and specifications concerning the construction of any Improvement wherever located in the Subdivision or Additional Land. The ARC shall have the right and authority to authorize, approve, consent to, permit or adopt any rules concerning the construction, maintenance, improvement, reconstruction and removal of any and all improvements of any kind, type or nature whatsoever, wherever located in the Subdivision or Additional Land annexed to the Subdivision, subject to the exercise of any comparable rights by applicable governmental authorities.

#### 4.3 Authority to Act:

The affirmative vote of a majority of the then members of the ARC shall be required in order to adopt, issue or promulgate any approval, authorizations, consent, permit or rule pursuant to this Section 4.

#### 4.4 Submission of Plans and Specifications:

A minimum of two (2) sets of plans and specifications shall be submitted to the ARC for its approval prior to the commencement of any work in conjunction with the construction, maintenance, improvement, reconstruction and removal of any Improvements in the Subdivision. The ARC shall have the right to require that any and all such plans and specifications shall be prepared in sufficient detail to as to clearly indicate that the proposed Improvement will comply with the provisions of this Declaration.

#### 4.5 Review and Decision:

The ARC shall review the plans and specifications submitted to it as promptly as is reasonably practicable for the purpose of determining whether or not the same comply with all of the terms and conditions contained in this Declaration. The ARC shall render its decision within one (1) month from and after the date on which the plans and specifications are submitted, except in the case of an original contractor, in which event the plans will be reviewed within ten (10) days. If the plans and specifications are approved, the ARC shall clearly so indicate by writing, typing or stamping the word "APPROVED" on each separate sheet contained in the plans and specifications. If the plans and specifications are disapproved, the ARC shall clearly so indicate by writing, typing or stamping the word "DISAPPROVED" on each separate sheet contained in the plans and specifications. If the ARC fails to render its approval or disapproval within one (1) month renewal period, it shall be presumed that the Plans have been approved. Additionally, each and every such sheet so stamped or marked shall bear the signature of a majority of the then members of the ARC immediately beneath the work "APPROVED" or "DISAPPROVED", as the case may be. Not less than one (1) complete set of such approved or disapproved plans and specifications shall be retained by the ARC for its records and not less than one (1) complete set of such approved or disapproved plans and specifications shall be returned to the party submitting same. The Board may dispose of plans twelve (12) months after the dwelling is completed.

#### 4.6 Grounds for Disapproval:

In any case where the ARC shall either disapprove or conditionally approve any plans and specifications submitted hereunder, then and in such event, such disapproval or qualified approval shall be accompanied by a written statement clearly indicating the grounds upon which such disapproval or qualified approval is based. Further, the ARC shall, if requested and possible, make reasonable efforts to assist and advise the party submitting such plans and specifications, or this representative, for the purpose of amending the same so as to obtain the future approval of the ARC. The ARC shall have the right to disapprove any plans and specifications submitted hereunder for any of the reasons set forth below.

##### 4.6.1 Noncompliance with Declaration:

Failure of such plans and/or specifications to comply with the requirements set forth in this Declaration shall constitute reasonable grounds for disapproval.

#### 4.6.2 Insufficient Information:

Failure to include sufficient information on such plans and/or specifications as may be reasonably necessary for the purpose of determining whether or not the same comply with the requirements set forth in this Declaration shall constitute reasonable grounds for disapproval.

#### 4.6.3 Incompatibility of Design:

Incompatibility of design or appearance of any proposed Improvement with respect to the other Improvements then located in the Subdivision or previously approved for construction in the Subdivision shall constitute reasonable grounds for disapproval. Substantial duplication of existing or planned (submitted and approved plans) homes within four lots to the right or the left of the house in question or a like number of lots across the street from the house in question will not be allowed. The determination of "Substantial Duplication" will be made by the ARC using the following criteria: a.) color; b.) roof configuration; c.) window and door placement; d.) reverse plans; and e.) house silhouette. No building more than 2-1/2 stories or 35 feet in height shall be erected, placed, or suffered to remain on any lot.

#### 4.6.4 Incompatibility of Use:

Incompatibility of use of any proposed Improvement which respect to the other Improvements then located in the Subdivision or previously approved for construction in the Subdivision shall constitute reasonable grounds for disapproval.

#### 4.6.5 Improper Location:

Improper location of any proposed Improvement with respect to any front, rear, or side yard setbacks as show on the Plat or otherwise required by the appropriate governmental authorities shall constitute reasonable grounds for disapproval.

#### 4.6.6 Improper Grading:

The proposed grading of any Sublot in such a manner as may cause or create a drainage problem on adjacent property or would result in an unreasonable difference in elevation with respect to adjacent property shall constitute reasonable grounds for disapproval.

#### 4.6.7 Other Reasons:

Any other reason which, in the reasonable judgment of the ARC, will render the proposed Improvement and/or its use inharmonious with other Improvements and/or uses in the Subdivision shall constitute reasonable grounds for disapproval.

#### 4.7 Appeal:

Should the ARC disapprove any plans and specifications submitted hereunder, then and in such event, the party submitting such plans and specifications shall have the right to appeal that decision to the Board of Trustees of the Association. Such appeal must be submitted to the Board of Trustees, in writing, within one (1) month after the date of receipt of the decision from the ARC. The Board of Trustees shall, within

one (1) month after the date of receipt of the written request for the review, examine the plans and specifications, together with the grounds for disapproval or qualified approval by the ARC, and issue its written opinion to the party requesting such appeal. It shall require a majority of the then members of the Board of Trustees to reverse a decision of the ARC, either in whole or in part. Should the action by the Board or Trustees result in the approval of the plans and specifications, either in and of itself or in conjunction with a prior partial or qualified approval by the ARC, then and in such event, such plans and specifications shall be deemed to have been approved by the ARC.

#### 4.8 Hardship:

If, in the opinion of the ARC by reason of the shape, dimensions and/or topography of any of the Sublots or any other reason satisfactory to the ARC, the enforcement of the provisions hereof with respect to the location of any home or any other mater set forth herein, would work a hardship, the ARC may modify these restrictions with respect thereto so as to permit different restrictions on any such Sublot, if, in the ARC's judgment, such modification will not do material damage to abutting or adjacent Sublots.

#### 4.9 Violations and Remedies:

Should any Improvement be altered, built, constructed, demolished, enhanced, erected, improved, placed or maintained upon, reconstructed or removed from or upon the Subdivision, or should the use thereof be modified in any way from he use originally approved by the ARC as provided in this Section 4, such act shall be deemed to be a violation of this Section 4 and this Declaration. Any party committing any of the aforesaid acts in contravention of this Section 4 shall, immediately upon the receipt of written notice of such violations from the ARC, cease and desist from the commission of any such act and immediately commence to take such steps as will alleviate or remedy any such condition of default and shall continue with all due diligence thereafter until the satisfactory completion of same. Should the party committing such act in contravention of this Section 4 fail to immediately take such remedial action as aforesaid, then and in such event, the Association shall have the right, but not the obligation, in addition to any and all other rights or remedies available to it at law or in equity, each of which remedies shall be deemed to be nonexclusive, to do any of the following.

##### 4.9.1 Abate Violation:

The Association shall have the right to cause its agents and employees to enter upon the Common Areas for the purpose of summarily abating any such use and/or removing any such building or structure.

##### 4.9.2 Seek Injunction:

The Association shall have the right to apply to a court having jurisdiction of the Subdivision and have the right to obtain an injunction for the purpose of abating any such use and/or removing any such building or structure wherever located in the Subdivision of Additional Land.

##### 4.9.3 Seek Reimbursement:

The Association shall be entitled to the full and complete reimbursement from any party committing any of the aforesaid acts in contravention of this Section 4, of any costs, damages and

expenses (including attorneys' fees) incurred for the purpose or remedying any such condition of default.

4.9.4 Treat as Assessment:

Should the party committing any acts in contravention of this Section 4 be a User and should such User fail to immediately pay the full amount of all costs, damages, and expenses referred to in Section 4.9.3 above, the Association shall be entitled to treat such amount as an Assessment against the Sublot of which such User is or was the Owner, a member of the Owner's family or a guest of invitee of such Owner.

4.10 Costs and Expenses:

The Association shall provide the necessary funding for the purpose of paying any and all costs and expenses of the ARC; provided, however, that this provision shall in no way be deemed to impair the right of the Association to the immediate reimbursement for certain costs and expenses pursuant to Section 4.9.3 above, as well as the right to assert the lien referred to in Section 4.9.4 above. The ARC shall have no right to incur any expenses without the prior written approval of the Board of Trustees. No member of the ARC shall receive any salary or fee for serving as such without the prior written approval of the Board of Trustees.

SECTION 5: IMPROVEMENTS

5.1 Prior Approval of Plans and Specifications Required:

No person shall commence the alteration, building, construction, demolition enhancement, erection, improvement, reconstruction or removal of any Improvement or permit any Improvement to be placed or maintained upon any part of the Subdivision or Additional Land or permit the use of any Improvement or Sublot be altered or modified in any way without the prior written approval of the ARC as set forth in Section 4 above.

5.2 Building and Use Restrictions:

Except as the ARC may otherwise specifically permit in writing, the following building and use restrictions shall apply with respect to the alteration, building, construction, demolition, enhancement, erection, improvement, reconstruction or removal of any Improvements or the placing or maintaining of any Improvements upon any Sublot.

5.2.1 Use:

Each Sublot shall be used for single-family residential dwelling unit purposes in conformity with the terms and conditions contained in this Declaration. No businesses of any kind shall be conducted on any Sublot, with the exception of the business of Declarant developing the Sublots of model homes of Builders constructing more than one home in the Subdivision.

5.2.2 Residence Location:



The proposed location of any Residence or other Improvement upon any Sublot shall be clearly depicted upon a site plan or plat plan in relation to the boundary lines of any such Sublot. The ARC shall have no authority whatsoever to approve any plans or specifications showing the location of any Improvement which would violate the zoning ordinances of the applicable governmental authorities of the front, side or rear lot line minimum setback requirements indicated on the Plat.

#### 5.2.3 Residence Size Requirements:

Each Residence constructed upon a Sublot shall contain not less than two thousand eight hundred (2,800) square feet of space utilizable by the occupants thereof for living space and exclusive of any attics, basements, breezeways, garages, porches, patios or other enclosed areas not heated for year-round living, except lots set forth in Exhibit D which shall contain residences having a minimum of 3,000, 3,500, and 4,000 square feet. The living area of any residence buildings shall be computed on the outside foundation of the first floor, and the exterior dimensions of the second floor. In the case of a cape cod, the second floor area shall be computed from the outside dimensions of the knee walls. In the case of open ceilings to the second floor, the upper open space may not be computed as second-floor footage. That portion of a basement which is exposed at ground level due to a sloping Sublot and completed as a living area with full windows and/or doors may be given a credit of fifty percent (50%) towards the total floor area required.

#### 5.2.4 Driveway:

All Driveways shall be composed of brick or concrete and shall be installed over an adequately compacted gravel base. Weather permitting, all driveways shall be installed prior to occupancy of the residential home. The corner lots shall not have access to Haymarket Way and driveways for sublots across from road crossovers dissecting Haymarket Way, shall be located in line with such crossover.

#### 5.2.5 Garages:

All residences shall have at least a two (2) car garage. No garage door shall be permitted to face a street (except a corner Sublot), but shall face either to the side or the rear of the Residence.

#### 5.2.6 Roof Pitch:

The slope or pitch of the main roof of any Improvement shall be subject to the approval of the ARC but shall not be less than 30 degrees. The porch roof shall be at least 22 degrees.

#### 5.2.7 Roofing Materials:

Permitted roofing materials are wood shake shingles, slate shingles, tile shingles, or architectural grade composition shingles having a weight not less than 220 pounds per 100 square feet installed, or such other materials as may be approved by the ARC.

#### 5.2.8 Gutters and Downspouts:

Rain gutters shall be attached to the lower edge of the roof where appropriate, and such rain gutters shall be connected to appropriate downspouts which shall be connected to storm sewers, road ditches or subdivision lakes.

5.2.9 Chimney:

Every Residence shall have not less than one (1) chimney for the purpose of venting products of combustion, which chimney must be constructed of masonry, and must be of such size and proportions as to be architecturally and aesthetically reasonable in relation to the Residence.

5.2.10 Siding:

Any material(s) used for exterior siding and/or trim on a Residence, including their size, color, style, composition, method of application and consistency of use, shall be subject to the approval of the ARC. If aluminum or vinyl siding is selected, then only embossed boards no more than 5 inches wide may be used. "Brick Fronts" will not be permitted; that is, brick only in the front of the house which does not wrap around and include the sides of the house.

5.2.11 Foundation Materials:

Any and all areas of exposed foundation must be covered or veneered with decorative brick or stone.

5.2.12 Foundation Plantings:

Foundation plantings shall be installed within sixty (60) days after the completion of construction of the Residence, weather permitting.

5.2.13 Unsightly Growth of Objects:

No unsightly growth shall be permitted to grow or remain upon any Owner's Sublot and no refuse, pipe, or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. However, the natural wooded and ground cover conditions of portions of the Sublot may remain provided that they are aesthetically pleasing to the appearance of the Subdivision. In the event, that any owner shall fail or refuse to keep his Sublot free from unsightly growths or objects, Declarant and/or the Association shall have the right upon ten (10) days written notice to the offending Owner to remove the same at the expense of the Owner. Entrance onto such Owner's Sublot for such purpose shall not be deemed a trespass.

5.2.14 Landscaping:

Owners will have their Sublot landscaped within six (6) months after the Owner has taken possession of his home except homes occupied between May 1 and October 1, in which case the landscaping shall take place within sixty (60) days after occupancy. Landscaping within the 50' building setback line of Sublots 2, 3 and 188-191 shall be limited to grass and other low ground cover.

5.2.15 Lawns:

Lawns shall be kept properly trimmed at all times. No strains of the ordinary garden or field variety shall be grown on any Sublot, and no weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any Sublot.

5.2.16 Pools:

No above ground swimming pools shall be allowed on any Sublot.

5.2.17 Storage of Waste Material:

No rubbish, trash, garbage, or waste material shall be kept or permitted on any Sublot except in sanitary containers which shall be placed within enclosed areas, so they are concealed from public view.

5.2.18 Utilities:

All utilities, including, but not by way of limitation, storm sewers, sanitary sewers, natural gas lines, water lines, electrical lines, telephone lines, cable television, etc., shall be installed underground.

5.2.19 Fences:

The size, materials and location of any and all fences must be approved by the ARC. In no event shall a chain link fence be permitted.

5.2.20 Mailboxes:

The size, materials and location of any and all mailboxes must be approved by the ARC, subject to appropriate governmental regulations.

5.2.21 Streetlights:

The ARC shall have the right to require each Owner in any given area (areas to be those designated on "Exhibit D") to install an exterior light post in a uniformly prescribed size, style, material, color and location contemporaneously with the completion of construction of a Residence upon each Sublot.

5.2.22 Signs:

No advertising sign, billboard or other advertising device shall be built, placed, permitted or suffered to remain on any Sublot, subsequent to the completion of construction of a Residence except a formal real estate "For Sale" sign which shall not exceed eight (8) feet in area.

5.2.23 Pets, Livestock, etc.:

No livestock of any kind shall be permitted on any Sublot. Pets of a usual and customary nature may be kept on any Sublot provided that the same are not permitted to run at large and enter upon adjacent Sublots and/or the Common Areas or otherwise be permitted to become offensive to the

occupants of other Sublots. There shall be no commercial or avocational animal husbandry permitted on any Sublot.

5.2.24 Satellite Dishes:

No satellite dish, radio towers, antenna or other large exterior communications device shall be permitted on any Sublot.

5.2.25 Clothes Drying:

No outdoor clothes drying area shall be allowed.

5.2.26 Accessory Buildings:

No accessory buildings or structures be erected on any Sublot unless approved by the Architectural Review Board and no such building or structure will be approved if it obstructs the views or use of adjoining Sublots.

5.2.27 Gardens:

Vegetables may be grown on a Sublot, provided they are not grown for commercial purposes and provided they are restricted to an area which is situated to the rear of the Sublot and which does not exceed an area greater than four hundred (400) square feet not closer than twenty (20) feet from a Sublot line.

5.2.28 Maintenance and Repair:

Each Owner shall keep his Sublot and the streets providing access thereto free of accumulations of dirt, mud and debris occasioned by work on or around the Sublot by such Owner, his contractor or their agents, representatives of employees. If the Owner shall fail to keep his Sublot and the streets free of such accumulations, then in addition to all other rights and remedies Declarant and/or the Association may have (including the right to specific performance) Declarant and/or the Association shall have the right to remove such dirt, mud and debris and the cost of such removal, including the cost of cleaning and flushing sanitary and storm sewers, catch basins, and inlet basins shall be payable by the Owner to Declarant or to the Association, on demand as the case may be. Lawns shall be kept properly trimmed at all times, each Owner shall, at his sole cost and expense, maintain and keep his dwelling and any other building or structure on his Sublot in a state of good repair. Should the Owner fail to reimburse the Declarant or the Association for any costs incurred pursuant to this section, then such costs shall be deemed an Assessment lien and shall be a continuing lien on such Sublot until paid. The lien for Assessment fee provided herein shall be subordinate to the lien of any first mortgage.

5.2.29 Construction Debris:

During construction, the Owner shall cause all debris to be placed in large containers and removed from his Sublot and shall not allow the burial of such debris on the Sublot or its use as fill material at any location on the Sublot.

#### 5.2.30 Vehicles:

No boat, truck, trailer, airplane, junk car, unlicensed vehicle or recreational vehicle shall be parked on any part of a Sublot, except that a boat, truck, trailer or recreational vehicle may be parked on the driveway for the limited purpose of loading or unloading the same and a boat, truck, trailer, unlicensed vehicle and recreational vehicle may be parked inside the garage of any Residence. Commercial vehicles are permitted during the period of time that they are necessary to perform specific duties and under no circumstances can be kept overnight by any owner.

#### 5.2.31 Nuisance:

No obnoxious or offensive activities shall be conducted or maintained on any portion of any Sublot or the Common Areas nor shall anything be done thereon which may be or become a nuisance or annoyance to the occupants of other Residences or other Users of the Common Areas.

#### 5.2.32 Division of a Sublot:

No Sublot shall be further divided, nor shall any portion less than the whole Sublot be conveyed, either voluntarily or involuntarily. So long as Declarant shall own a Sublot, changes in the boundary between adjoining Sublots may be made only with the prior written approval of the Declarant.

#### 5.2.33 Lake Front Easement:

Sublots contiguous to lakes are subject to a reserved lake front easement, the width of which is set forth in the Subdivision Plat, but in no event shall be less than 15 feet, measured perpendicular to the shoreline beginning at the shoreline, at normal water level elevation and extending inland, and the length of which extends entirely across the lake shore width of each such Sublot. Said easement may be used for the care, maintenance and upkeep of the lakes and the shoreline thereof, including but not limited to dredging, cleaning, chemical treatment, pollution control, siltation control, erosion control and the control of weeds and other undesirable vegetation. Within such easement area, no building, structures, or other improvements shall be constructed, erected, placed or suffered to remain without the express written consent of the Architectural Review Committee and the Recreation Committee of the Homeowners Association.

#### 5.2.34 Reciprocal Lake Easement:

Each Sublot owner whose Sublot comprises part of a Lake grants to every other Sublot owner whose Sublot comprises a part of the same Lake a reciprocal easement for boating or other use over such Sublot owner's Sublot which comprises part of the Lake.

#### 5.2.35 Water Pumping:

No water shall be drawn or pumped from any lake and used by any Sublot owner for his personal use.

#### 5.2.36 Landscaping of Median Island in Haymarket Way:

Unless otherwise permitted by the Summit County Engineers, the landscaping of the Haymarket Way median island shall be limited to grass, other low-ground cover and high-crown trees.

## SECTION 6: ASSOCIATION

### 6.1 Formation and Purpose:

The Association is a nonprofit corporation formed pursuant to the laws of the State of Ohio. Its purpose is to take title to the Common Areas (other than those portions of the Common Areas which are dedicated to the public use in the Plat) and to fulfill all of the duties, obligations and responsibilities of the Association pursuant to the terms and conditions contained in this Declaration.

### 6.2 Association Documents:

The Association shall be governed and controlled by the Articles of Incorporation, the Bylaws, the terms and conditions contained in this Declaration, all amendments to any of the foregoing and any and all Rules and Regulations adopted by the Association pursuant to any of the foregoing documents.

### 6.3 Membership in Association:

Each and every Owner of a Sublot shall be a Member of the Association. The Members shall have the sole and exclusive right to vote for members of the Board of Trustees. The Members shall have such other rights and privileges as are set forth in the Documents.

### 6.4 Board of Trustees:

The Board of Trustees shall have the sole and absolute authority for the purpose of governing and controlling the day-to-day business and affairs of the Association and for doing and performing any and all acts necessary thereto; provided, however, that the Board of Trustees shall have the right to elect officers of the Association (as provided in the Articles and the Bylaws) and delegate the obligation to perform any of its duties to those officers, except where the Documents specifically provide that such performance is a nondelegable obligation. The Board of Trustees shall have the sole, exclusive and nondelegable power and authority to do the following:

#### 6.4.1 Borrow:

The Board of Trustees shall have the power to borrow money from time to time for the purpose of improving the Common Areas and Common Facilities and to secure the repayment of any such borrowing by giving a mortgage or mortgages upon all or any portion of said Common Areas and Common Facilities. Any such loans shall be on such terms and conditions and evidenced by such documents as the Board of Trustees shall deem reasonable and appropriate.

#### 6.4.2 Levy Assessments:

The Board of Trustees shall have the right to levy the Assessments referred to in Section 7 below and, further, to treat any and all expenditures necessary for the enhancement or improvement of the Common Areas and Common Facilities as Assessments.

#### 6.4.3 Suspend Enjoyment:

The Board of Trustees shall have the power to suspend the right of any User to enjoy and use the Common Areas and Common Facilities for any period of time during which an Assessment levied against the Sublot of which such User is the Owner, a member of the Owners family, or a guest or invitee of such Owner is delinquent. The Board of Trustees shall also have the right to suspend the right of a User to enjoy and use any Common Areas and Common Facilities for a period of up to three (3) months, if such User repeatedly commits an infraction of published Rules and Regulations governing the use and enjoyment of Common Areas and Common Facilities.

#### 6.4.4 Charge Fees:

The Board of Trustees shall have the right to charge a reasonable admission or use fee for the enjoyment and use of the Recreational Areas and Facilities by Users who are not Owners or immediate family members of Owners who claim the Owner's Residence as their residence. This is particularly applicable in charging fees for Owners in contiguous areas to the Subdivision who by contract, license or easement have the right to use the recreational areas and facilities owned by the Association; which Users shall be charged no less than the portion or an Owner's Assessment which is attributed for the Recreational Area.

#### 6.4.5 Restrict Use:

The Board of Trustees shall have the right to place reasonable limitations upon the number of users who may enjoy and use the Common Areas and Common Facilities at any one time and also the right to place reasonable restrictions on the length of time during which any one User or group of Users may use any one Common Area or Common Facility and also place reasonable restrictions upon the hours in any one day during which the Common Areas and Common Facilities may be used by any User.

#### 6.4.6 Convey Property:

The Board of Trustees shall have the right to convey the Common Areas and/or Common Facilities to a successor; provided, however, that any such successor shall agree, in writing, to be bound by the Documents.

#### 6.4.7 Grant Easements:

The Board of Trustees shall have the right to grant such easements and/or orghs-of-way for the purpose of constructing any Common Facilities upon the Common Areas of for the purpose of constructing, extending, installing, or maintaining any utility services or facilities over, on, or under the Common Areas.

#### 6.4.8 Other Powers:

The Board of Trustees shall have the further right and power to do and perform any and all acts and things which may be necessary and proper for the enhancement, management, preservation and protection of the Association and the Subdivision.

### 6.5 Voting:

Each and every Owner of each and every Sublot shall be entitled to one vote, except where the Owner of Sublot is the Developer, in which case, the Developer shall be entitled to Four (4) votes for each and every Sublot owned by the Developer. Where there is more than one Owner of a Sublot, the Owners shall jointly have one vote. Except where the Documents otherwise specifically provide, all decisions concerning the business and affairs of the Association and all issues brought before it shall be decided on the basis of an affirmative vote by a majority of the Members present at a meeting held for such purpose.

## SECTION 7: ASSESSMENTS

### 7.1 Insurance:

The Association, as the owner of the Common Areas and Common Facilities, shall have the sole and exclusive right to purchase such policies of insurance insuring the Association against such risks and liabilities as the Board of Trustees shall deem necessary. All such insurance contracts shall be purchased from such insurance companies, insuring such risks and liabilities and containing such limits of coverage and other terms and conditions as the Board of Trustees shall deem reasonable and appropriate.

### 7.2 Maintenance:

#### 7.2.1 Common Areas and Common Facilities:

The following provisions apply with respect to the maintenance of the Common Areas and the Common Facilities.

##### 7.2.1.1 Obligation to Maintain:

It shall be the sole and exclusive duty, obligation and responsibility of the Association to cause the Common Areas and Common Facilities to be maintained and operated in a clean, safe, neat, healthy and workable condition and good state of repair and promptly cause to be made all necessary repairs and replacements, both structural and nonstructural, ordinary, as well as extraordinary, subject only to the provisions of the Documents.

##### 7.2.1.2 Performance of Obligation:

The Association, acting by and through its Board of Trustees, shall have the right to contract with others for the performance of any and all necessary operation maintenance and service functions which are the responsibility of the Association pursuant to the Documents. All such contracts shall be with such parties, for such amounts and upon such terms and conditions as the Board of Trustees shall deem reasonable and appropriate.

### 7.3 Taxes:

The Association shall timely pay any and all real estate taxes and assessments, both general and special, and including any fines, interest, or penalties due thereon, levied or assessed against the Common Areas, Common Facilities, any and all other property which may from time to time be owned by the Association,



together with any and all other taxes which may be levied or assessed against the Association (hereinafter collectively referred to as the "Taxes").

#### 7.4 Utilities:

The Association shall cause any and all of its utilities (water, sewer, gas, electricity, telephone, etc.) to be maintained in the name of the Association. The Association shall timely pay any and all charges, costs, expenses, fees, fines, levies, and penalties which may be incurred in connection with said utilities (hereinafter collectively referred to as the "Utilities Charges").

#### 7.5 Assessments of Costs:

The obligation of the Association to pay the costs referred to in Sections 7.1 through 7.4 shall be expressly conditioned upon the Association having sufficient funds with which to pay the costs. The Association shall have the right to declare any and all costs to be an Assessment, which Assessment shall be levied equally upon each and every Sublot. The Association shall also have the right to make a good faith estimate as to the total annual costs which might reasonably be expected to be incurred by the Association and the same shall, if the Association so elects, become an Assessment and charged equally to each Sublot on a periodic basis. Further, should the Association determine that it expects to incur unusually large costs, the Association shall have the right to adjust the amount of the Assessment so as to collect a sufficient amount of funds with which to pay the same.

#### 7.6 Special Assessment for Sublots Comprising a Part of Lake:

The lakes and ponds (Lakes) in the Subdivision are owned by Sublot Owners and are not Common Areas and Facilities. The Sublot Owners whose Sublots comprise a part of a Lake hereby covenant and agree to pay to the Association such special assessment as the Association deems proper for the maintenance and care of the Lake comprising a part of such Sublot Owner's Sublot. This special assessment shall be equally proportioned among all Sublot Owners whose Sublots comprise a part of a Lake for which a special assessment is assessed. No Sublot Owner may be charged a special assessment under this section for a Lake which is not partially comprised of such Sublot Owner's Sublot.

#### 7.7 Payment of Assessments:

##### 7.7.1 Sublot Owner's Obligation:

Except as otherwise specifically provided in the Documents, Assessments shall be levied equally upon each and every Sublot and the amount so levied against each Sublot shall become the financial obligation of the Owner and said Sublot. Should the Owner of any specific Sublot include more than one person or party, all such persons or parties shall be jointly and severally liable for the payment of said Assessment. Each and every Owner of a Sublot hereby covenants and agrees, by the act of accepting an instrument conveying any ownership interest in the Sublot, to pay to the Association, on or before the due date for payment thereof, all Assessments in accordance with the terms and conditions of this Declaration, regardless of whether or not this obligation shall be specifically expressed in any such instrument of conveyance. No Owner may refuse to pay an assessment based upon the fact that the Owner does not use any particular portion of any Common Area or Facility.

#### 7.7.2 Notification of Assessment Amount:

The Association shall have the obligation to provide the Owner for each and every Sublot with written notice as to the amount of the Assessment in effect with respect to said Sublot at the time the Owner notifies the Association that such Owner has acquired an ownership interest in said Sublot. Said written notice shall set forth the amount of the periodic installment of Assessments and the dates on which the same are due and payable. Assessments shall be paid no more frequently than monthly and no less frequently than annually. Thereafter, the Association shall be obligated to provide written notice of the periodic installment of Assessments only when the amount or payment date thereof changes. All such notices shall be effective, as of the date set forth therein and may be delivered to the Owner personally, sent to the address of the Sublot via ordinary U. S. Mail, or conspicuously posted at the Sublot. The Owner shall have the duty and obligation to pay the full amount of the periodic installment of Assessments on each and every periodic anniversary date of the due date of said installment as set forth in the most recent notice given by the Association as provided in this Section 7.7.2.

#### 7.7.3 Default and Remedies:

An Owner shall be deemed to be in default with respect to the payment of Assessments if the full amount of any periodic installment thereof shall not be paid within one (1) month after the same is due and payable. The Association, acting by and through its Board of Trustees, shall have the right to employ and utilize any and all remedies available to it, at law or in equity, for the purpose of enforcing the payments of said Assessments. The delinquent Owner shall reimburse the Association, immediately upon demand, for any and all charges, costs, damages, expenses, and fees (including the Association's legal fees, if any) incurred by the Association in attempting to enforce payment of the Assessments (hereinafter collectively referred to as the "Collection Costs"). The amount of any installments of Assessments in default, together with Collection Costs, shall bear interest from the date when due up to the date of payment, computed on a daily basis, at the maximum interest rate permitted by law.

Should the full amount of any periodic installment of Assessments not be paid within two (2) months after the same is due and payable or the full amount of any Collection Costs not be paid within one (1) month after the same is due and payable, the Association, acting by and through its Board of Trustees, shall have the right to declare all installments of Assessments otherwise due during the next twelve (12) months immediately due and payable and, further, have the right to file a lien against the Sublot as hereinafter provided. Notification of such declaration shall be given in accordance with any of the methods prescribed in Section 7.7.2 above for the giving of notification as to changes in the amount of the periodic installment of Assessments.

#### 7.7.4 Lien:

Should the Board of Trustees elect to file a lien against a Sublot as set forth in section 7.7.3 above, such lien shall be perfected by the preparation of a certificate of lien and the filing thereof with the Summit County Recorder for recording. The certificate of lien shall be in such form as is prescribed by law and shall contain the name of the Owner; a legal description of the Sublot; the entire amount claimed to be due and owing, including the Collection Costs and interest thereon;

and a statement referring to the provisions of this Declaration authorizing the filing thereof. Each and every Owner of each and every Sublot hereby specifically acknowledges and agrees by acceptance of an instrument of conveyance of an ownership interest in a Sublot that the Association shall have the authority, power, and right to file such lien and grants the Association the right to foreclose the lien, regardless of whether or not such right is specifically granted in any instrument of conveyance given to such Owner. A lien filed pursuant to this Section 7.7.4 shall be inferior and subordinate to statutory liens for real estate taxes and assessments and such agreements, conditions, covenants, easements, liens, mortgages, reservations, restrictions and other matters of record filed prior in time to it. The lien shall continue in full force and effect until such time as the entire amount claimed therein has been paid and satisfied, whereupon the Association shall promptly cause the same to be released and discharged of record. The Board of Trustees shall also have the right to foreclose upon its lien in accordance with the laws of the state of Ohio.

## SECTION 8: RIGHTS TO REPURCHASE

### 8.1 Construction Time Limits:

Each Sublot shall be required to have construction of a dwelling commenced thereon not later than two (2) years after the date such Sublot was first transferred by Declarant. If construction of a dwelling has not been commenced at the expiration of such two (2) year period, then Declarant shall have the right, by notifying the Owner in writing at any time within one (1) year after the expiration of such two (2) year period that construction of a dwelling was not commenced, to require the Owner thereof to reconvey the Sublot to such Declarant. The purchase price for such Sublot shall be equal to the price (if any) paid for the Sublot by such Owner. Title to such Sublot shall be reconveyed to such Declarant, by general warranty deed, free and clear of all liens and encumbrances, except those in effect at the time Owner receive title to the Sublot and the purchase price paid therefor and the deed to the Sublot shall be exchanged not later than sixty (60) days after such Declarant election to reacquire said Sublot.

## SECTION 9: RECREATIONAL AREA AND FACILITIES

### 9.1 Costs:

The Developer shall allocate One Thousand Dollars (\$1000) from the sale of each Sublot for the construction and development of the Recreational Area and Facilities (RAF). Further, the Owner of the Prestige Subdivision shall contribute One Thousand Dollars (\$1000) for each Sublot in the Prestige Subdivision for the development of the RAF at such time as improvements are started in said Subdivision.

### 9.2 Transfer of RAF to Association:

At such time as Developer may elect, but no later than when the Association has 125 members consisting of homeowners (not builders), it shall convey to the Association fee simple title to the PAF free and clear of any liens or financial encumbrances, except taxes and assessments not yet due and payable. Upon the transference of the RAF to the Association, the Board of Trustees shall establish a Recreational Committee which shall consist of at least five (5) members. For a period of five (5) years from the execution date hereof, one membership to the Committee shall be extended to an owner of a Sublot

improved with a single family residence in the Prestige Subdivision if said lots are subject to this Declaration.

9.3 Transfer of RAF to Association:

Prior to the transfer of the RAF to the Association, Developer shall maintain and operate the RAF and shall have the right to charge a fee to those parties using such facilities.

9.4 Obligation to Maintain:

It shall be the sole and exclusive duty, obligation and responsibility of the Association to cause the Recreational Areas and Facilities to be maintained in a clean, safe, neat, healthy and workable condition and good state of repair and promptly cause to be made all necessary repairs and replacements, ordinary, as well as extraordinary, subject only to the provisions of the Documents.

9.5 Performance of Obligation:

The Association, acting by and through its Board of Trustees, shall have the right to contract with others for the performance of any and all necessary maintenance and service which the Association is required to perform pursuant to this Section 7.2. All such contracts shall be with such parties, for such amounts and upon such terms and conditions as the Board of Trustees shall deem reasonable and appropriate.

9.6 Assessment of Costs:

The obligation of the Association to perform the maintenance functions referred to this section 9.4 shall be expressly conditioned upon the Association having sufficient funds with which to pay any and all charges, costs, expenses, fees, fines, levies and penalties which may be incurred in connection therewith (hereinafter collectively referred to as the "Recreational Area Maintenance Charges"). The Association shall have the right to declare any and all Recreational Area Maintenance Charges to be an Assessment, which Assessment shall be levied equally upon each and every Sublot. The Association shall also have the right to make a good faith estimate as to the total annual Recreational Area Maintenance Charges which might reasonably be expected to be incurred by the Association and the same shall, if the Association so elects, become an Assessment and charged equally to the Sublots on a periodic basis. Further, should the Association determine that it expects to incur unusually large Recreational Area Maintenance Charges, the Association shall have the right to adjust the amount of the Assessment so as to collect a sufficient amount of funds with which to pay the same.

SECTION 10: GENERAL PROVISIONS

10.1 Rights of Declarant:

Development by Declarant of the Sublots within the Subdivision and the sale of the Sublots is essential to the establishment and welfare of the Subdivision as an ongoing residential community. In order that such work may be completed and the Subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent Declarant or the employees, contractors or subcontractors of the Declarant from:

- (a) Working on any part or parts of the Subdivision owned by Declarant or its representatives, as Declarant determines may be reasonably necessary or advisable in connection with the completion of such work;
- (b) Constructing and maintaining on any part or parts of the Subdivision property owned by Declarant, such structures as Declarant may deem reasonably necessary or appropriate for the completion of such work, the establishment of the Subdivision as a residential community, and the disposition of the Sublots by sale.
- (c) Conducting on any part or parts of the subdivision owned by Declarant, the business of completing such work, of establishing the Subdivision as a residential community, and of disposing of the Sublots by sale.
- (d) Maintaining such entrance signs on any of the Sublots owned by Declarant, as Declarant may deem reasonably necessary or appropriate in connection with the development, sale, or other disposition of the Sublots.

#### 10.2 Amendment:

Until the earlier of January 1, 2005, or the date that Owners other than Declarant first own in the aggregate ninety-eight percent (98%) or more of the Sublots in the Subdivision, this Declaration - may only be amended by the Declarant, who shall have the right to amend any provisions contained in this Declaration at any time and from time to time. Thereafter, except as hereinafter provided, this Declaration may be amended by an instrument in writing signed by Owners owning not less than sixty-six and two-thirds percent (66 2/3%) of the Sublots in the Subdivision. No amendment to this , Declaration shall be effective unless it is in recordable form and until it has been filed for record with the Summit County Recorder.

#### 10.3 Enforcement:

The Declarant, the Association and/or any Owner(s) shall have the right to compel the enforcement of the terms and conditions contained in this Declaration by any proceeding at law or in equity against any person or persons violating or attempting to violate any term or condition herein contained. Such enforcement may seek to restrain any such violation and/or may seek to recover damages as a consequence thereof. The failure of the Association (or any other party permitted by this Declaration to enforce the terms and conditions hereof) shall in no manner or event be deemed to constitute a waiver of the right to do so in the event of a continuing violation or successive occurrences of a violation or violations.

#### 10.4 Binding Effect:

All of the terms and conditions contained in this Declaration are and shall be deemed to be covenants running with the land and shall be binding upon each and every subsequent transferee of any legal or equitable interest in the Common Areas, Common Facilities, and/or Sublots to the full extent as set forth herein. Each transferee accepting any interest in the Subdivision, or any part or portion thereof, whether

freehold, leasehold, or otherwise (whether oral or written) specifically acquires such interest subject to the terms and conditions set forth in this Declaration, whether or not such instrument of conveyance contains those terms and conditions or refers to this Declaration. Every Owner hereby covenants for himself or herself and his or her heirs, administrators, executors, personal representatives, successors and assigns to observe, perform and be bound by all of the terms and conditions set forth in this Declaration and to incorporate the same by reference to this Declaration and its volume and page of recording in any instrument or document conveying any interest in the Subdivision or portion thereof.

#### 10.5 Nonliability of Declarant:

Neither Declarant nor Declarant's representatives, successors or assigns, nor any of Declarant's agents, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or in Declarant's (or its representative's or agent's) capacity as Declarant, contractor, manager, or seller of any portion of the Subdivision or Additional Land, if any, whether or not such claim: (i) shall be asserted by any Member, the Association or by any person or entity claiming through any of them; or (ii) shall be on account or injury to person or damage to or loss of property wherever located and however caused; or (iii) shall arise ex contractu or (except in the case of gross negligence) ex delicto. Without limiting the generality of the foregoing, the foregoing enumerations include all claims for, or arising by reason of, the Common Area and Facilities or any part thereof, being or becoming out of repair, or, containing any patent or latent defects, or by reason of any act or neglect or any Member, or the Association and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the Common Area and Facilities or by reason of the failure to function or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.).

#### 10.6 Reservation of Mineral, Oil and Gas Rights:

A seller of the land to the Declarant and Declarant have reserved and excepted unto themselves, their successors and assigns all mineral, oil, gas or other hydrocarbons and their constituents, excepting coal, of any nature whatsoever, underlying the Subdivision. These reservations are reserved for the purpose of permitting existing wells, flow lines, and tank battery to continue to operate pursuant to the existing oil and gas lease to KST Oil & Gas Co., Inc., or assigns.

#### 10.7 Prestige Subdivision:

Prior to the conveyance of Sublots in the Prestige Subdivision, the Owner thereof shall have the right and option to cause its property to be subject to this Declaration as if the property were originally part of the Subdivision. After such Owner causes its property to be subject to this Declaration, the Sublots therein shall be deemed "Sublots" hereunder and Owners of such Sublots shall be members hereunder, enuring to all rights of and subject to all obligations of a "member and owner" hereunder.

#### 10.8 Governing Law and Severability:

This Declaration is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the State of Ohio. If any term or provision of this Declaration, or the application thereof to any person or circumstance, shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such term or

provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, but rather shall be enforced to the fullest extent permitted by law.

10.9 Construction of Terms:

The section headings contained herein are for convenience only and do not construe, define or limit the contents of such sections. The use herein of the singular number shall be deemed to mean the plural, and vice versa, and the masculine gender shall be deemed to mean the feminine or neuter, and vice versa, wherever the sense of this Declaration so requires.

10.10 Covenants Running With the Land:

The terms, covenants, conditions, easements and restrictions of this Declaration shall create perpetual, mutual and reciprocal benefits and servitudes upon the property, running with the land. The terms, covenants, conditions, easements and restrictions of this Declaration shall be binding upon anyone having any right, title or interest in a Sublot or any part thereof and shall inure to the benefit of Declarant, the Association and each Owner.

10.11 Validity of Mortgages:

No violation of this Declaration shall defeat or render invalid the lien of any Mortgagee made in good faith and for value upon any portion of the Properties; provided, however, that any Mortgagee in actual possession, or any purchaser at any Mortgagee's foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner.

10.12 Injunctive Relief:

Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity.

10.13 Assignability:

The Declarants, its successors and assigns, notwithstanding any other provision herein to the contrary, shall at all times have the right to fully transfer, convey and assign any or all of its right, title and interest under this Declaration, provided that such transferee, grantee or assignee shall take such rights subject to all obligations also contained herein.

IN WITNESS WHEREOF, the parties hereto have execute this Declaration of Covenants, Easements and Restrictions for Chadds Ford Settlements Subdivision, Hudson, Ohio as of the month, day, and year first written above.

DECLARANT :

*(Signatures are present here on the photocopy version along with Notarization on the following page, but has been eliminated from this copy)*