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**HERRINGTON PLACE**  
**AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND RESERVATION**  
**OF EASEMENTS**



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John A. Donofrio, Summit Fiscal Officer

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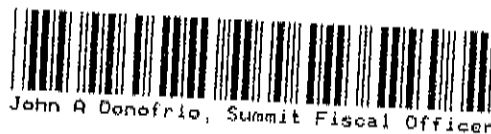
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**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR  
HERRINGTON PLACE HOMEOWNERS' ASSOCIATION, INC.**

This Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Herrington Place Homeowners' Association, Inc. is made this \_\_\_ day of \_\_\_\_\_, 2008 by **E & O Development Company, LLC**, a Delaware limited liability company, hereinafter "Declarant".

Declarant is the owner of certain real estate in the Village of Reminderville, Summit County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as the "Property"). The Property was submitted to the terms of a Declaration of Covenants, Conditions, Restrictions and Reservation of Easements as is evidenced by the Instrument filed with the Summit County Recorder on July 7, 2008 as Instrument No. 5555809 and the Property is bound thereby. Declarant hereby amends and restates said Declaration of Covenants, Conditions, Restrictions and Reservation of Easements and declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and reservation of easements herein, which are for the purpose of protecting the value and desirability of and which shall run with the Property submitted hereunder or which may subsequently be added, and shall be binding on all parties having any right, title or interest in the Property, its successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE 1  
DEFINITIONS**

**1.1 Additional Land.** "Additional Land" means the property described in Exhibit "B" which may be made subject to this Declaration pursuant to Article 12.1.

**1.2 Allocated Interests.** "Allocated Interests" means the Common Expense Liability and votes in the Association as set forth in Article 3.

**1.3 Assessments.** "Assessments" means those charges upon the Lots established by Article 7 of this Declaration.

**1.4 Association.** "Association" means Herrington Place Homeowners' Association, Inc., an Ohio nonprofit corporation, its successors and assigns. Except as the context otherwise requires, "Association" shall mean the Board of Directors acting on behalf of the Association.



- 1.5 Board.** "Board" shall mean the Board of Directors of the Association.
- 1.6 Builder.** "Builder" means any person or entity, including Declarant and K. Hovnanian Oster Homes, LLC ("Oster"), who acquires a Lot for the purpose of improving that Lot and erecting a Dwelling Unit thereon for resale to an Owner.
- 1.7 Village.** "Village" means the Village of Reminderville, Ohio.
- 1.8 Common Areas.** "Common Areas" shall mean any real estate hereafter owned or leased by the Association other than a Lot or over which the Association has an easement or shall exert control, including the boulevard entranceway to the Development, all Detention and/or Retention Areas and/or Ponds, any walking paths and trails which may or may not be installed by Declarant and mounding and landscape areas along Glenwood Road, the Sign and the waterfall to be installed near the Sign. Costs of maintenance, repair and replacement to these areas in favor of the Association shall be shared equally by all members of the Association.
- 1.9 Common Expense Liability.** "Common Expense Liability" means the liability for Common Expenses for the Common Areas and shall be allocated to each Lot pursuant to Article 3 of this Declaration.
- 1.10 Common Expenses for Common Areas.** "Common Expenses for Common Areas" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves for the maintenance, upkeep, repair and/or replacement of the Common Areas including payment of taxes and insurance relating to the Common Areas, and also including maintenance, repair and replacement of Signs and Signage and of the waterfall to be located near the Sign.
- 1.11 Declarant.** "Declarant" means E & O Development Company, LLC, a Delaware limited liability company, its successors and assigns.
- 1.12 Declaration.** "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Herrington Place Homeowners' Association, Inc., including any amendments hereto.
- 1.13 Detention and/or Retention Areas and/or Ponds.** "Detention and/or Retention Areas and/or Ponds" are areas within the Common Areas of the Property or used for storm water overflow, detention and/or retention and are part of the Common Areas.
- 1.14 Development.** "Development" means the development known as Herrington Place, Reminderville, Ohio and includes and shall include the real estate described in Exhibit "A".
- 1.15 Dwelling Unit.** "Dwelling Unit" means a building situated on the Properties designed and intended for use and occupancy as a single family residence.

**1.16 Lot.** "Lot" means the physical portion of the Property designated for separate ownership or occupancy, the boundaries of which are described pursuant to Article 2.1.

**1.17 Member.** "Member" means any person or entity entitled to membership in the Association as provided herein.

**1.18 Occupant.** "Occupant" means any person in possession of a Lot or Dwelling Unit whether or not such possession is lawful and shall include but not be limited to, an Owner's family members, guests, invitees, tenants and lessees.

**1.19 Owner.** "Owner" means the Declarant or other person or entity who owns a Lot, but does not include a person or entity having an interest in a Lot solely as security for an obligation.

**1.20 Property.** "Property" or "Properties" means the real estate described in Exhibit "A" attached hereto and any other property which may hereafter be made subject to the terms of this Declaration pursuant to Article 12.1, together with any improvements made thereon.

**1.21 Record Plat.** "Record Plat" means the record plat for Herrington Place Subdivision, filed for record as Reception No. 55546196, Summit County Plat Records.

**1.22 Signs and Signage.** Signs and Signage means the signs and associated structures, appurtenances and landscaping which shall hereafter be installed in the boulevard entrance to the Development.

**1.23 Surface Water Management System.** "Surface Water Management System" shall mean the system designed for the Property by the Declarant for storm water, soil erosion and sediment control. Such system shall include all existing and hereafter Declarant constructed watercourses, ditches, drainage easements, storm water management easement areas, Detention and/or Retention Areas and/or Ponds and swales located in the Property, some of which are shown on the Record Plat.

## ARTICLE 2 LOTS

**2.1 Description of Lot Boundaries.** The boundaries of the Lots shall be as set forth on the Record Plat.

## ARTICLE 3 ALLOCATION OF ALLOCATED INTERESTS

**3.1 Common Expense Liability.** The allocation of Allocated Interests for Common Expense Liability shall be determined in accordance with the allocation of the various assessments as set forth in Article 7.



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John A Donofrio, Summit Fiscal Officer



**3.2 Votes in the Association.** The allocation of Allocated Interests for voting purposes shall be one vote per Lot.

#### **ARTICLE 4 COMMON AREAS AND EASEMENTS**

**4.1 Common Areas.** The Common Areas shall mean any real estate now or hereafter owned or leased by the Association other than a Lot, the Sign and associated structures, appurtenances and landscaping to be located in the boulevard entranceway to the Development, the waterfall to be located near the Sign, Detention and/or Retention Areas and/or Ponds, walking paths or trails which may or may not be installed by Declarant, mounding and landscape areas along Glenwood Road and easements in favor of the Association.

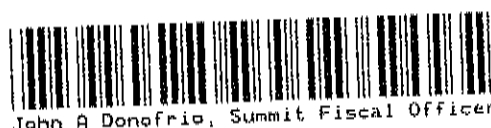
**4.2 Easements.** The Lots and Common Areas shall be subject to certain easements. These easements shall be appurtenant to and pass with the title to the Lots.

**4.2.1 Enjoyment.** The Common Areas and Lots shall be subject to an easement of enjoyment in favor of the Lots and Owners. Such easement shall be limited to the purposes for which the easements are created. Nothing herein shall be construed to provide any right of access to the Lots by any persons who are not Owners thereof.

**4.2.2 Drainage.** The Lots shall be subject to easements in favor of the Lots benefitted for Surface Water Management as further defined in Article 5. No Owner shall do anything within or outside a Lot which shall unreasonably increase or restrict the flow of surface water.

**4.2.3 Utilities.** The Lots shall be subject to easements in favor of Owners and utility companies for the purpose of installing, operating, maintaining and servicing pole lines, cables and conduits for utility services and cable television. The character of the installation and structures which may be constructed, reconstructed, removed and maintained in, on and through these easements shall include, but not be limited to, all incidental appurtenances, such as guys, conduits, poles, anchors, transformers, par mount transformers, handholes, etc. Said easement right shall include the right, without liability therefore, to remove trees and landscaping, including lawns within said easements premises which may interfere with the installation, maintenance, repair or operation of said utility facilities, and with right of access, ingress to and from any of the within premises for exercising and of the purpose of this right of way and easement grant.

**4.2.4 The Village of Reminderville and Other Persons.** A non-exclusive easement is granted to the Village and to all police, fire and other emergency personnel, ambulance operators, delivery, garbage and trash removal personnel, and to all similar persons, and to the local governmental authorities, but not to the public in general, to enter upon the Common Areas and the Surface Water Management System in the performance of their duties.



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John A Donofrio, Summit Fiscal Officer

**4.3 Development Rights.** The Common Areas shall be subject to certain easements and development rights in favor of Declarant as set forth in Article 12.

**4.4 Owner's Delegation Rights.** Any Owner may delegate his or her easement rights and rights of enjoyment to the Common Areas to any Occupant, and any guest, invitee, tenant or lessee thereof. Any Owner who has leased his or her Lot shall be deemed to have delegated such rights. Any such delegation, however, shall be in accordance with and subject to reasonable rules, regulations and limitation as may be adopted by the Association in accordance with its Code of Regulations.

**4.5 Limitation on Common Elements and Easements.** The Common Areas, easements and rights granted herein are subject to:

**4.5.1** Restrictions set forth in this Declaration.

**4.5.2** Any rules and regulations adopted by the Association and the right to enforce such rules and regulations.

**4.5.3** The right of the Association to levy assessments for the Common Areas and other assessments as set forth herein.

**4.5.4** The right of the Declarant and the Association to amend the Record Plat and to grant further rights and easements within, upon, over, under and across the Common Areas for the benefit of the Owners, the Association or Declarant.

**4.5.5** The Common Areas cannot be mortgaged or conveyed without the consent of two-thirds of the Owners, excluding the Declarant.

**4.5.6** If access to any Dwelling Unit is through any Common Area, any such area is subject to the Lot Owner's easement of ingress and egress thereover.

**4.5.7** All rights granted to the Association in this Declaration.

**ARTICLE 5  
SURFACE WATER MANAGEMENT**

**5.1 Surface Water Management System.** The Surface Water Management System shall consist of storm sewers, drainage easements and as shown on the Record Plat. The Surface Water Management System also consists of the Detention and/or Retention Areas and/or Ponds and storm water management easement areas. The Association shall maintain and administer the Surface Water Management System in accordance with the guidelines as may be promulgated from time to time by the Village or any other governmental entity exercising its jurisdiction. The Association's responsibility includes the responsibility to maintain, replace and repair the pipes, concrete gutters and all other mechanical devices of the Surface Water Management System.



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**5.2 Surface Water Management System Easements.** Each Lot shall be subject to and shall be benefitted by an easement for storm sewers, drainage and surface water management as more particularly shown on the Record Plat. Such easement shall be non-exclusive as to the Owners and shall run to the Association, which has control and responsibility for drainage and surface water management. Such easement, however, shall not run to the public at large.

**5.3 Access to Lots.** For the purpose solely of performing the maintenance required or authorized herein, the Association, through its duly authorized agents or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon the Lot at reasonable hours on any day.

**5.4 Individual Maintenance.** Each Owner shall maintain that portion of the Surface Water Management System which serves only that Owner's Lot. Such responsibility shall include keeping these easements clean and unobstructed. Maintenance of the Surface Water Management System shall in accordance with the guidelines and standards set forth by the Village.

**5.5 Detention and/or Retention and/or Pond Maintenance.** The Association shall provide for all maintenance of the Detention and/or Retention Areas and/or Ponds, including vegetation control and debris removal and maintenance to any fence associated with said areas.

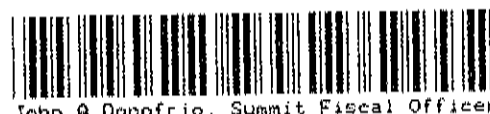
**5.6 Restriction on Use.** No Owner shall use or permit any other persons to use the Surface Water Management System in any manner which would constitute a nuisance, hazard or unsanitary condition or be in violation of any local, state, or federal law, ordinance, rule, regulation or statute.

**5.7 Conservation Easement.** The wetland areas in the Common Areas are subject to a conservation easement which restricts removal or destruction of vegetation located in those areas and also preclude spraying herbicides thereon or grazing by domestic animals or any other disturbance or disruption of these areas.

**5.8 Rights of Village of Reminderville.** Should the Association and/or any individual fail to maintain or repair the Surface Water Management System, the Village may do so and is hereby granted an easement for that purpose. In this regard, the Village is released from any and all liabilities arising out of its performance of such maintenance or repair or its entering the Common Areas or any Lot in this regard. Further, any expenses incurred by the Village in this regard shall be paid by the Association to the Village and thereafter assessed as a common expense under Article 8 herein, except any failure by the Owner of any Lot to complete the individual maintenance contemplated by Article 5.4 shall be assessed to that Owner as an Individual Assessment under Article 7.4.

**ARTICLE 6  
OWNERS' ASSOCIATION**

**6.1 Formation.** The Declarant has caused to be chartered in accordance with Chapter 1702 of the Ohio Revised Code, a nonprofit corporation named Herrington Place Homeowners'



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Association, Inc. The purposes for the Association are to provide for the administrative governance, maintenance and upkeep of the Property and to promote the health, safety and welfare of the Owners and Occupants of the Property.

**6.2 Membership.** The membership of the Association shall at all times consist exclusively of Owners of the Lots. All such Owners shall be Members. Membership shall be appurtenant to and may not be separated from such ownership.

**6.3 Powers of the Association.** Subject to Special Declarant Rights hereinafter set forth, the Association may:

6.3.1 Adopt and amend a Code of Regulations for the government of the Association, the conduct of its affairs and the management of the Property;

6.3.2 Adopt rules and regulations for the use and occupation of the Common Areas and enforce violations of the rules and regulations and the provisions and restrictions of the Declaration as against the Owners and Occupants.

6.3.3 Adopt and amend budgets for revenues, expenditures and reserves and levy and collect Assessments from Owners;

6.3.4 Hire and discharge managing agents and other employees, agents and independent contractors;

6.3.5 Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the community;

6.3.6 Make contracts and incur liabilities;

6.3.7 Regulate the use, maintenance, repair, replacement and modification of the Common Areas for which the Association has maintenance responsibility and other rights as set forth herein;

6.3.8 Cause additional improvements to be made as part of the Common Areas;

6.3.9 Acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property;

6.3.10 Grant easements, liens, licenses and concessions through or over the Common Areas;

6.3.11 Impose charges for late payments of Assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Code of Regulations, Rules and Regulations of the Association;

6.3.12 Impose reasonable charges for the preparation and recordation of amendments to the Declaration or for statements of unpaid Assessments;



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Commit Fiscal Officer

**6.3.13** Provide for indemnification of its officers and board of directors and maintain directors' and officers' liability insurance;

**6.3.14** Assign its right to future income, including the right to receive Assessments, except that this power shall be limited to the purposes of repair of existing structures or improvements;

**6.3.15** Exercise any other powers conferred by the Declaration, Code of Regulations or Articles of Incorporation;

**6.3.16** Exercise all other powers that may be exercised in this state by nonprofit corporations; and

**6.3.17** Exercise any other powers necessary and proper for the governance and operation of the Association.

**6.4 Voting Rights.** Subject to Special Declarant Rights as set forth in Article 13, Members shall be entitled to vote on matters properly before them in accordance with this Declaration, the Code of Regulations and the laws of the State of Ohio.

**6.5 Number of Votes.** Each Lot shall have one vote. If only one of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts the vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to any Lots owned by the Association may be cast.

**6.6 Proxies.** A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering the Lot, its presentation to the Board of a copy of the mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot.

Unless expressly reserved and the Association is notified of such reservation, a land contract vendee as defined in Chapter 5313 of the Revised Code, shall be deemed the proxy of a land contract vendor for purposes of this section.

**6.7 Annual Meeting.** A meeting of the Members of the Association must be held at least once each year.

**6.8 Management Agent.** The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, certain powers granted to the Board by this Declaration. The Declarant, or an affiliate of the Declarant, may be employed as a managing agent or manager. No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without termination fee on ninety (90) days or less written notice.

## ARTICLE 7 ASSESSMENTS

**7.1 Establishment of Assessments.** There are hereby established for the benefit of the Association, all Owners and their respective heirs, executors, administrators, successors and assigns, as a charge on each Lot, certain Assessments for Common Expenses for the Common Areas and other expenses. Each Owner, by acceptance of a deed, covenants and agrees to pay such Assessments.

**7.2 Purpose of the Assessments.** The Assessments established per Article 7.1 are for the benefit and use of the Association and shall be used in covering the defined and hereafter-mentioned costs and for other such purposes as hereinafter set forth.

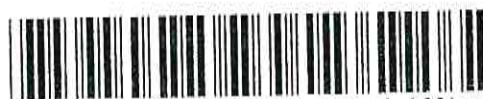
**7.3 Annual General Assessment.** There is hereby established an Annual General Assessment for the purpose of the Common Expenses for Common Areas of the Association. The Common Expenses for Common Areas shall include (i) operation of the Association and maintenance, upkeep, repair and replacement of the Common Areas as required by this Declaration; (ii) the cost of real estate taxes relating to the Common Areas and of any insurance required or permitted by this Declaration; (iii) reasonable reserves for contingencies and replacement of the Common Areas; (iv) administrative, accounting, legal and management fees; and (v) all other costs and liabilities incurred by the Association relating to the Common Areas and/or in the exercise of its powers and duties pursuant to this Declaration.

**7.4 Individual Assessment.** The Association after approval by two-thirds (2/3) vote of the members of the Board shall have the right to assess an individual Lot for any of the following:

**7.4.1** Any costs incurred by the Association in the performance of any maintenance in accordance with Article 8.4.

**7.4.2** Any charges or fines imposed or levied in accordance with Article 9.3.1.1.

**7.4.3** Any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner or Occupant or their family, tenants, guests or invitees, including attorney fees, court costs and other expenses incurred.



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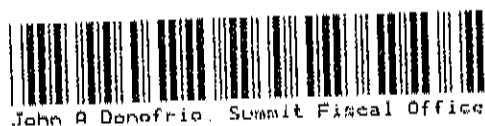
7.4.4 Any costs associated with the enforcement of this Declaration or the Rules and Regulations of the Association, including, but not limited to attorneys fees and court costs and other expenses incurred.

7.5 **Working Capital Fund; Initial Assessment.** The purchaser of a Lot shall be assessed the sum of \$250.00 as the purchaser's initial capital contribution to the working capital fund of the Association for use in payment of the Common Expenses for the Common Areas at the time of the closing of a purchase of a Lot from a Builder, or earlier if the purchaser shall occupy such Dwelling Unit. Provided however, if a purchaser shall purchase a Lot from Oster and has entered into a Construction Agreement with Oster for construction of a Dwelling Unit on the Lot by Oster, such \$250.00 capital contribution is payable at the time of substantial completion of the Dwelling Unit. This Assessment shall be used by the Association for its operating expenses. Such Assessment is not an advance payment of the Annual General Assessment payable per Article 7.3, and it will not be held in any sort of trust or reserve account. Neither Declarant nor Builder shall be subject to or required to pay this Assessment.

7.6 **Computation and Payment of Annual General Assessment.** The Annual General Assessment payable per Article 7.3 shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Code of Regulations and is payable on a monthly basis. The initial Annual General Assessment as to each Lot is due on the first day of the month following its conveyance to an Owner other than a Builder or earlier if an Owner shall occupy a Dwelling Unit. Provided however, if a purchaser shall purchase a Lot from Oster and has entered into a Construction Agreement with Oster for construction of a Dwelling Unit on the Lot by Oster, the initial Annual General Assessment is payable at the time of substantial completion of the Dwelling Unit. The initial Annual General Assessment shall be prorated on a monthly basis to the end of the Association's fiscal year and shall be collected at closing of the conveyance of the Lot from the Builder or later as stated above. So long as there has been no default in payment of this Assessment, it shall be payable in annual installments due on the first day of each fiscal year. The Board shall have the power from time to time to adopt such billing, collection and payment procedures, charges and other payment time schedules as it deems appropriate. Declarant and Builder shall not be subject to or required to pay this Assessment.

7.7 **Maximum Annual Assessment.** Beginning with the recording of this Declaration and until December 31, 2008, the maximum Annual General Assessment payable under Article 7.6 shall be \$250.00. Beginning with Assessments levied as of January 1, 2009, the Board without a vote of the Owners may increase the maximum Annual General Assessment payable under Article 7.6 by an amount not to exceed 10% percent of the previous years maximum amount. Consent to increase either assessment by more than 10% of the previous years maximum may be obtained at a special meeting of the Members or by written consent.

7.8 **Allocation of Assessments.** The Common Expense Liability of each Lot shall be its portion of the Common Expenses for the Common Areas. The Common Expense Liability for the Common Areas and the Annual General Assessment shall be allocated equally to each Lot. Declarant and Builder shall not be subject to or required to pay any Common Expense Liability for the Common Areas.



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**7.9 Lien for Assessments.** The Association shall have a lien for any Assessment levied against a Lot, for fines imposed against an Owner or Occupant, and for interest, costs and reasonable attorney fees.

**7.9.1 Creation.** The lien for Assessments is created by this Declaration and shall be a charge and a continuing lien on each Lot which shall run with the land. All persons or entities acquiring an interest in a Lot after the filing of this Declaration take such interest subject to the lien.

**7.9.2 Effective Dates.** The lien for the Common Expense Liability for each Lot shall be effective on the first day of the fiscal year of the Association. The lien for other Assessments shall be effective on the first day of the month following the notice of levy on the Owners affected.

**7.9.3 Perfection.** Recording of this Declaration constitutes notice and perfection of the Lien.

**7.9.4 Notice of Lien.** The Association may file a notice of lien with the Recorder of Summit County. Such notice shall not be required for the Association to enforce its lien.

**7.9.5 Priority of the Lien.** The lien created by this Article shall be prior to all liens and encumbrances recorded subsequent to this Declaration except the lien for real estate taxes and assessments and the lien of any bona fide first mortgage filed of record.

**7.9.6 Subordination and Mortgagee Protection.** Notwithstanding any of the provisions hereof to the contrary, the lien of any Assessment levied pursuant to this Declaration (and any late charges, interest, costs and attorney fees) shall be subordinate to, and shall in no way affect the rights of the holder of a first mortgage made in good faith for value received; provided, however, that such subordination shall apply only to Assessments, or installments thereof, which have become due and payable prior to the date of Sheriff's sale of such Lot pursuant to a foreclosure or the date of a deed in lieu of foreclosure. Such sale or transfer shall not relieve the mortgagee or the purchaser of a Lot at such sale from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment. Mortgagees are not required to collect Assessments on behalf of the Association. Failure to pay Assessments shall not constitute a default under any mortgage insured by FHA/VA.

**7.9.7 Extinguishment of the Lien.** A lien for unpaid Assessments is extinguished unless proceedings to enforce it are instituted within five (5) years after the full amount of the Assessment becomes due. If an Owner of a Lot subject to a lien files a petition for relief under the United States Bankruptcy Code, then the period of time to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay under Section 362 of the Bankruptcy Code is lifted.

**7.9.8 Estoppel Certificate.** Upon request of any mortgagee or Owner and upon payment in full of all Assessments and other charges permitted by this Declaration that





are due to the Association, the Association shall execute and deliver to such mortgagee or Owner an Estoppel Certificate. Such certificate shall be in recordable form and shall note the payment of the outstanding Assessments and charges and that the Association is estopped from the enforcement of its lien with respect to Assessments and charges becoming due and payable prior to the date of the Certificate. The Association may charge a reasonable fee for the preparation of such certificate.

**7.9.9 Delinquency and Acceleration.** Any installment of an Assessment provided for by this Declaration shall become delinquent if not paid on the due date as established by this Declaration or by the Board. With respect to each installment of an Assessment not paid within five (5) days of its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, costs of collection, reasonable attorney fees and interest at the rate provided in Section 1343.03 of the Ohio Revised Code (and as amended from time to time). Interest shall be calculated from the date of delinquency to the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days of its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment to be then due without further notice or demand to the Owner. The Association may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law or this Declaration. The filing of any petition for relief pursuant to the United States Bankruptcy Code by an Owner whose Assessment has been accelerated shall operate as a restoration of the Assessment to its prior status as if it has not been accelerated.

**7.10 Remedies Cumulative.** A suit to recover money judgment for unpaid Assessments and charges may be maintained without foreclosing or waiving the right to enforce the lien. A foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

**7.11 Personal Obligation.** The Assessments, including fines, if any, payable by each Owner, together with any penalty, interest, costs and reasonable attorney fees shall be the personal obligation of the Owner of the Lot at the time incurred. The personal obligation shall not pass to any successors in title unless expressly assumed by them.

**7.12 Statement of Unpaid Assessments.** The Association shall, upon written request of an Owner, a contract purchaser or a first mortgagee, furnish a statement setting forth the amount of unpaid Assessments against the Lot. The statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board and every Owner. The Association may charge a reasonable fee for preparation of this statement.

**7.13 No Waiver of Liability for Common Expenses.** No Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Areas or by abandonment of the Lot against which the Assessments are made. Notwithstanding the foregoing, neither Declarant nor Builder shall be obligated to pay Common Expenses.



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**7.14 Loan.** In the event that sufficient funds are not on hand to pay Common Expenses for Common Areas as and when the same become due, Declarant may loan the Association such sums as may be required to pay said Common Expenses. All such sums shall draw interest at the rate of eight percent (8%) per annum.

## ARTICLE 8 UPKEEP OF THE PROPERTY

**8.1 Lots.** Each and every Lot, its Dwelling Unit and any improvement erected thereon shall be maintained in a reasonable manner in accordance with the standard generally prevailing throughout the Properties.

**8.2 Common Areas.** The Association shall maintain the Common Areas.

**8.3 Driveways, etc.** Each Lot Owner shall be responsible to repair, maintain and replace all driveways, parking areas, leadwalks and sidewalks located on his or her Lot.

**8.4 Association's Right to Maintain.** In the event that an Owner shall fail to provide maintenance as required by this Declaration in a manner satisfactory to the Association, and such Owner has failed to comply for thirty (30) days after being so notified of such failure and upon being provided an opportunity to be heard concerning such failure, then the Association shall have the right, through its agents and employees, to enter upon said Lot and repair, maintain and restore the Lot. In the event that such failure poses a health, safety or security risk, then no notice or hearing need be given. The cost of such maintenance and repair shall be assessed against the subject Lot in accordance with Article 7. Nothing in this Section shall be construed as giving the Association any right to repair, maintain or restore any Dwelling Unit.

**8.5 Access to Lots.** For the purpose solely of performing the maintenance required or authorized herein, the Association, through its duly authorized agents or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day.

## ARTICLE 9 RESTRICTIONS

**9.1 Use and Occupancy.** The following restrictions are applicable to the use and occupancy of the Property.

**9.1.1 Compliance with Laws.** No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner.



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**9.1.2 Harmful Discharges.** Other than the Declarant in connection with its construction activity, there shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere (other than normal residential chimney emissions), no production, storage or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground or any body of water, if such emission, production, storage or discharge may adversely effect the use or intended use of any portion of the Property or may adversely affect the health, safety or comfort of any person. No waste nor any substance or materials of any kind shall be discharged into any public sewer or the Surface Water Management System serving the Property or any part thereof in violation of any regulation of any public body having jurisdiction over such public sewer, or Surface Water Management System.

**9.1.3 Noise.** No person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property.

**9.1.4 Signs.** No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Declarant while actively marketing the Lots for sale; (ii) street and identification signs installed by the Association or the Declarant; (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is on the market and (iv) the Sign for the Development contemplated by Article 15 herein.

**9.1.5 No Trade or Business.** No trade or business of any kind may be conducted in or from any Lot or Dwelling Unit except that an Owner or Occupant of a Lot or Dwelling Unit may conduct such business activity within the Lot or Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Lot or Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming on to the Lot who do not reside in the Property; and (d) the business activity is consistent with the residential character of the Property.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full-time or part-time; (ii) such activity is intended to or does generate a profit; (iii) a license is required thereof. The term "trade" or "business" for purposes of this restriction shall not include the construction, operation and maintenance of any model home or homes and sales offices by any Builder during reasonable hours.

**9.1.6 Trash.** Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or



trash of any other kind shall be permitted on any Lot. Trash containers (except during construction) shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot.

**9.1.7 Parking; Vehicle Repairs.** Except in connection with construction activities, trailers, campers, recreational vehicles, boats, trucks which are larger than pickup trucks and other large vehicles may be parked on the Property only if in garages. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Property. Vehicle repairs and storage of vehicles are permitted on the Property only if in garages. Recreational vehicles and boats may be parked in the driveways for a period not to exceed seven (7) days in any calendar year for the purpose of cleaning, loading or unloading.

**9.1.8 Animals.** The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot or upon any part of the Common Areas, except that the keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds), is permitted, subject to the Rules and Regulations adopted by the Board. Such pets are not to be kept or maintained for commercial purposes or for breeding. No external compound cages, kennels or hutches shall be permitted. Any pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days written notice from the Board. Pets shall not be permitted on the Common Areas unless accompanied by someone who can control the pet and unless carried or leashed. Any Owner or Occupant who keeps or maintains any pet on any portion of the Property shall be deemed to have indemnified and agreed to hold the Association harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets which may leave the Dwelling Unit or Lot must be inoculated as required by law.

**9.2 Architectural Restrictions.** The following architectural restrictions shall be applicable to the Lots.

**9.2.1 Dwelling Type.** No building shall be erected, altered, placed or be permitted to remain on any Lot other than one single-family dwelling and attached garage for at least two cars and one (1) outbuilding which may be detached from said dwelling and which may be placed on any Lot, provided that the proposed location and specifications for any such outbuilding must be approved by the Board prior to its construction and any such outbuilding must be located near the rear of the Lot, shall not exceed 168 square feet in total area nor 12 feet in height and must be constructed with materials, shingles and colors to match the Dwelling Unit on said Lot.

**9.2.2 Set Back, Minimum Elevation and Yard Requirements.** All Dwelling Units shall be located in accordance with the building set back lines, minimum basement elevation and yard requirements as shown on the Record Plat and as set forth in the Village's Zoning Resolution. The Owner or Builder shall be responsible for compliance



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with these standards. Neither Declarant nor Oster shall be responsible for any failure to comply with these standards.

**9.2.3 Front Yards and Driveways.** Front yards shall be landscaped within ninety (90) days after substantial completion of a Dwelling Unit on a Lot, weather permitting. All driveways shall be paved with concrete, asphalt, brick or paving stone in accordance with Village ordinance.

**9.2.4 Construction Materials.** No Dwelling Units shall be constructed of concrete block, cinder block or other similar materials unless the exterior of the Dwelling Unit is covered with brick and/or siding.

**9.2.5 Front Porch Storage.** No front porch shall be used for the storage of any items except normal porch furniture. No front yard shall be used for storage of any kind of items. This restriction shall not apply to building materials and/or equipment stored on the Lot during construction of the Dwelling Unit.

**9.2.6 Radio and Television Antennas.** No satellite dishes, exterior antennas, aerials or other apparatus for the reception or transmission of television, radio, satellite or other signals of any kind shall be placed, allowed or maintained upon any portion of the Properties, including any Dwelling Unit, except satellite dishes with a diameter not greater than twenty-four inches (24") which may be located in areas approved in advance in writing by the Board. Nothing herein shall be construed so as to be in conflict with current Federal Communications Commission's rules and regulations for antennas.

**9.2.7 Awnings.** Except by the Declarant for sales purposes and except as provided in the following sentence, no awnings for windows, doors or patios or otherwise may be erected or used, except by the Declarant for sales purposes. Attached, retractable awnings are permitted provided the location, colors and design of such awnings are approved by the Board prior to installation.

**9.2.8 Exterior Carpeting.** No exterior carpeting shall be permitted if it is visible from the street or any neighboring Lot.

**9.2.9 Fences.** Invisible pet fences are permitted on all Lots. Other fences are permitted provided the proposed location and specifications for any such fence must be approved by the Board prior to its construction and any such fence must be made of vinyl or wood. Chain link fences shall not be permitted.

**9.2.10 Other Structures.** No other structure of a temporary character, trailer or shack shall be permitted on any Lot. Construction trailers and/or storage sheds shall be permitted only during construction.

**9.2.11 Pools and Spas.** In-ground swimming pools, hot tubs and spas shall be permitted but only within the confines of a Lot and only if the location, size, materials and specifications for such pool, hot tub or spa has been approved by the Board prior to its



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construction. No above ground swimming pools shall be permitted. All hot tubs and spas must be in-ground or if above ground incorporated into a deck with enclosed sides. All hot tubs and spas must be screened with a privacy fence which may not be chain link. Swimming pools may have vinyl or wood fences placed around them provided the proposed location and specifications for such fence must be approved by the Board prior to its construction.

**9.2.12 Clothes Drying.** No outdoor close drying apparatus of any sort shall be permitted.

**9.2.13 Mailboxes, Delivery Boxes.** No mailbox shall be erected or placed on any Lot other than the mailboxes erected by Declarant. Except as otherwise required by the United States Postal Service or any successor agency, no mailbox erected by Declarant shall be altered without approval from the Board. Except for the mailbox permitted hereby, no delivery box (whether for newspapers or otherwise) shall be erected or placed on any Lot without approval from the Board. Declarant makes no warranty or promise that on premise or curbside mailboxes will be provided or permitted at the Development.

**9.2.14 Grades.** Declarant, during the Declarant Control Period, and thereafter the Board, shall have the exclusive right to establish grades and slopes on any part of the Properties and to fix the grade at which any building or structure shall be hereafter erected or placed, upon any part of the Properties so that the same may conform to the general plan wherein the established grade and slope of Lots are part of the improvements, so that the same correspond to the grade of the portion of the Properties on either side, having due regard for the natural contours and drainage of that portion of the Property.

**9.2.15 Completion.** Construction of a Dwelling Unit on any Lot shall be completed within one (1) year from the date construction is started.

**9.2.16 Lot Maintenance.** Owners of Lots must mow their lawns and properly landscape the same. Owners of Lots and Owners of Dwelling Units must keep their Lots free of debris and clutter.

**9.2.17 Conservation Easement Areas.** No construction or placement of improvements, including without limitation, camping accommodations, fences, signs, billboards, other advertising materials or other structures shall be placed in or be maintained in any conservation easement area.

**9.3 Remedies for Breach of Covenants and Restrictions.** The violation of any covenant or restriction, contained in the Declaration or violation of any rule or regulation duly adopted by the Board shall give the Board the authority to enforce the covenants, restrictions, rules and regulations in accordance with this Article 9.3.

**9.3.1 Actions.** The Board may take any of the following actions:



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9.3.1.1 Levy a fine against the Owner or Occupant which shall also be an Individual Assessment under Article 7.4.2.

9.3.1.2 Enter upon a Lot or portion thereof upon which or, as to which, such violation or breach exists and summarily abate and remove at the expense of the Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, and the Board, or its agents, shall not be thereby deemed guilty in any manner of trespass or wrongful act.

9.3.1.3 Institute appropriate legal proceedings to enjoin, abate or remedy the continuance of any breach.

9.3.1.4 Undertake such dispute resolution methods such as mediation and arbitration, except that this provision shall not be construed as any requirement to do so as a condition precedent to legal proceedings.

**9.3.2 Notice and Opportunity to be Heard.** Prior to taking any such action, the Board shall give the Owner and/or Occupant reasonable notice of the violation and an opportunity to be heard. Such notice and opportunity shall not be required in emergency situations or for repeated or continuing violations.

**9.3.3 Individual Actions.** Each Owner is empowered to enforce the covenants by appropriate legal proceedings or alternative dispute resolution methods.

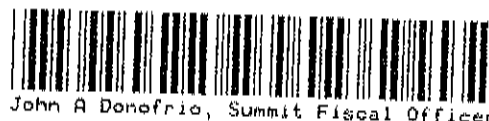
## ARTICLE 10 INSURANCE AND CASUALTY LOSSES

**10.1 Insurance.** The Board or its duly authorized agent shall have the authority to and shall obtain such insurance as it may deem necessary to protect the Common Areas, the Owners, the Association and the Board.

**10.2 Repair and Restoration.** If the damage or destruction for which insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

## ARTICLE 11 CONDEMNATION

**11.1 Condemnation.** Whenever all or any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on its behalf or on the written direction of all Owners of Lots subject to the taking, if any) by any authority having the



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power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association, as trustee for the Owners, to be disbursed in an equitable manner consistent with the interests of the Owners.

## ARTICLE 12 DEVELOPMENT RIGHTS

**12.1 Submission of Additional Land.** The Declarant reserves the right to submit all or any portion of the Additional Land to the terms of this Declaration without consent of the Owners for a period of seven (7) years beginning with the date of recording of this Declaration. The submission shall be accomplished by the filing of a Supplemental Declaration identifying the Additional Land, the Lots and Common Areas, including any Detention, Retention or Wetland Areas therein.

**12.2 Easements Reserved.** The Declarant reserves for itself, its successors and assigns and any Builder, the following easements over the Property:

**12.2.1** Easements for drainage and all utilities as shown on the Record Plat.

**12.2.2** Easements for ingress, egress, drainage and all utilities over the Common Areas provided that such easements do not unreasonably interfere with any Owner's rights of enjoyment.

**12.2.3** An easement over the Common Areas as may be reasonably necessary for the purpose of discharging its obligations or exercising any rights under the Declaration.

**12.3 Assignment of Development Rights.** The Declarant reserves the right to assign any or all of its Development Rights to any person or entity for the purpose of further development and improvement of the Property. No assignment shall be effective unless in a writing filed with the Recorder of Summit County, Ohio.

**12.4 Transfer of Development Rights by Foreclosure.** Unless otherwise provided in any mortgage securing the Property held by Declarant, in the case of foreclosure of such mortgage, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, of any portion of the Property held by the Declarant subject to the Development Rights herein reserved (including the Special Declarant Rights), a person acquiring title to such property, but only upon his request, succeeds to all such Development Rights. The judgment or instrument conveying title must provide for the transfer of such rights. Upon foreclosure sale, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, the Declarant ceases to have any of the rights herein reserved. A successor to the Development Rights held by a transferee who acquired such rights pursuant to this Section, may declare by a recorded instrument the intention to hold such rights solely for transfer to another person. Thereafter, until transferring such Development Rights to any person acquiring title to the Property subject to the Development Rights, or until recording an instrument permitting exercise of such rights, that successor may not exercise any



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of those rights, and any attempted exercise is void. So long as a successor Declarant may not exercise any Development Rights under this section, such declarant is not subject to any liability as a declarant.

**12.5 Reservation of Mineral Rights and Related Matters.** The following applies to certain mineral rights and related matters:

**12.5.1 Reservation of Mineral Rights.** Declarant hereby reserves for itself and its successors and assigns each and all of the following: A.) Any and all rights in and to any oil, gas, coal, coal methane gas, fugacious and non-fugacious hydrocarbons, shale, shale extracts, marketable or valuable sands or stones, lead, uranium, iron ore, tar sands, gold, silver, platinum, diamonds, or other precious metals or valuable minerals found in or under the Property (the "*Minerals*"), including but not limited to any Minerals found *in situ* and any Minerals that enter in or under the Property by way of sub-surface migration; and, B.) Any and all rights to develop, recover, remove, extract, market, exchange, trade, sell, sever, deliver, be paid for, or deal in the Minerals (the "*Mineral Rights*"), and, without limiting the generality of the foregoing, the Mineral Rights shall include but not be limited to: i.) The right to use any primary, secondary, tertiary, pressurization, injection, or reinjection method for extracting or recovering oil and gas or other fugacious or non-fugacious hydrocarbons, precious metals, or valuable minerals, including but not limited to the right to use or install on, in or under the Property any drilling rigs, hydraulic fracturing procedures, seismic testing equipment or procedures, tank batteries, pumping equipment, separator tanks, mining equipment or mining methods, or equipment that Declarant in its sole and absolute opinion deems necessary or convenient to explore for or extract any Minerals; ii.) Any and all rights of ingress or egress associated with the Mineral Rights, including but not limited to ingress or egress in, over, on, or under the Property; iii.) Any and all surface or subsurface easements associated with the Mineral Rights, including but not limited to and any dominant or servient rights in, to, on, or under the Property; iv.) Any and all rights to apply for, hold, own, or transfer any government-issued permits or approvals that may, in the sole and absolute opinion of Declarant or its successors or assigns, be necessary or convenient to exercise the Mineral Rights. v.) Any and all rights to wholly or partially lease, sell, or convey the Mineral Rights to any person, including but not limited to permanent and irrevocable dispositions or dispositions subject to limitations, termination, or reverter, and also including but not limited to dispositions of any and all fractional undivided mineral interests, royalty interests, overriding royalty interests, or working interests; vi.) Any and all rights to pool or unitize some or all of the Minerals, Mineral Rights, or Property with other contiguous or non-contiguous parcels or premises; vii.) Any and all rights to inject, reinject, or store oil, gas, or other hydrocarbons or minerals in the subsurface of the Property, including but not limited the right to store natural gas for purposes of future sale or delivery to buyers, intermediaries, or end users wherever situate; viii.) Any and all rights to allow any oil, gas, slurry, hydrogen, or other similar or dissimilar pipelines to traverse, enter, or cross the Property; and, ix.) The right to enter into division orders, transfer orders, or other contracts or agreements related to the purchase, sale, or delivery of any Minerals.



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**12.5.2 Mineral Rights and Minerals Exclusive to Declarant.** The Minerals and Mineral Rights hereby reserved by and unto Declarant and its successors and assigns by this Section 12.5 shall be held exclusively by Declarant and whomsoever Declarant makes the successor and assign thereof by means of an express written conveyance, disposition, agreement, or assignment (a "*Mineral Rights Assignment*"). Further, no Owner, Occupant, or Member shall have, own, or share in any Minerals or Mineral Rights unless such person is expressly named the assignee or transferee of a Mineral Rights Assignment executed after the date hereof, and no Owner, Occupant, or Member shall be, become, be deemed to be, or be entitled to be a third party beneficiary of any Mineral Rights Assignment executed in favor of any other person.

**12.5.3 Disclosure of Intent to Develop.** Declarant also hereby states and discloses that: A.) It has entered, may enter, or intends to enter into one or more transactions involving the Minerals and Mineral Rights; B.) As of the date hereof, it is likely that some or all of the Minerals will be subject to development by, and/or that the Mineral Rights may be exercised by, one or more commercial oil and gas drilling and exploration companies, thus creating the realistic possibility that oil and gas drilling, exploration, or extraction activities or equipment will be conducted and/or maintained on or near the Property; and, C.) Declarant believes such development to be wholly or partially subject to regulation and/or oversight by one or more government agencies, including but not limited to the Ohio Department of Natural Resources ("ODNR") and/or ODNR's Division of Mineral Resources Management.

### ARTICLE 13 SPECIAL DECLARANT RIGHTS

**13.1 Use for Sale Purposes.** Declarant reserves for itself, its successors and assigns, and any Builder the right to maintain sales offices and models on the Lots.

**13.2 Signs and Marketing.** The Declarant reserves the right for itself and any Builder to post signs and displays in the Property to promote sales of Lots, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Owners.

**13.3 Control of the Association.**

**13.3.1 Appointment of Directors and Officers.** Until such time as twenty-five percent (25%) of the Lots have been sold, the Board shall consist of three (3) persons, all of whom shall be selected by Declarant. Subject to Article 13.3.2, the Declarant reserves the right to appoint and remove the members of the Board and the Officers of the Association during the Declarant Control Period which commences upon the recording of this Declaration and shall terminate no later than sixty (60) days after the conveyance of seventy-five percent (75%) of the Lots to Owners other than Declarant or any Builder.

**13.3.2 Transition from Declarant Control.** Not later than sixty (60) days after the conveyance of twenty-five percent (25%) of the Lots to Owners other than Declarant or any Builder, one Owner shall be elected to the Board by a vote of Owners other than



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Declarant or any Builder at which time four (4) persons shall constitute the Board. Not later than sixty (60) days after the conveyance of fifty percent (50%) of the Lots to Owners other than Declarant or any Builder, an additional Owner shall be elected to the Board by a vote of Owners other than Declarant or any Builder at which time five (5) persons shall constitute the Board.

**13.3.3 Early Termination of Control.** The Declarant may voluntarily surrender the right to appoint and remove directors and officers before the termination of the period set forth above. In that event, the Declarant may require, for the duration of that period, that specified actions of the Association or the Board be approved by Declarant before they become effective. Such voluntary termination shall be evidenced by a recorded instrument executed by the Declarant setting forth the termination of right to appoint and the actions which require Declarant's approval.

**13.4 Declarant's Personal Property.** The Declarant and any Builder reserve the right to retain all personal property and equipment used in sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant and Builder reserve the right to remove, within one (1) year after the sale of the last Lot, from the Property any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

**13.5 Right to Amend Documents.** Notwithstanding anything above to the contrary, this Declaration may be amended at any time without the vote of Owners by a written instrument executed by the Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant's original intent, including creation of easements deemed necessary by Declarant; making any change necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or any other agency which may insure or purchase loans on a Lot. No such amendment, however, shall materially affect any Owner's interest in the Association or the Common Areas. Each Owner and his mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph.

## ARTICLE 14 DURATION, AMENDMENT AND TERMINATION

**14.1 Duration.** This Declaration, and its provisions, shall be covenants running with the land and shall bind the Property and shall (regardless of whether any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by Declarant, the Association, and each Owner, Occupant and their legal representatives, heirs, devisees, successors and assigns and shall continue in full force and effect for twenty (20) years from the date on which this



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Declaration is recorded. Thereafter this Declaration shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Article.

**14.2 Amendment.** Except as provided in Section 13.5, prior to the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument executed by Declarant and approved by the Owners of at least 75% of all Lots.

**14.2.1** Except as provided in Section 13.5, after the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least seventy-five (75%) percent of all Lots.

**14.2.2** All Amendments shall be executed by the Declarant, and any Builder, if required, and shall be executed by the President and Secretary of the Association. Such Amendment shall certify that the proper notices were sent and that the requisite vote was obtained. Amendments need not be signed by the Owners.

**14.3 Termination.** This Declaration and the regime created thereby may be terminated only in accordance with this Section.

**14.3.1 Consent Required.** This Declaration may be terminated only upon consent of Eighty (80%) Percent of the Owners, and if during the Declarant Control Period, by consent of the Declarant.

**14.3.2 Agreement to Terminate.** No termination shall be effective unless an agreement to terminate is filed for record with the Summit County Recorder. Such an agreement shall be executed in the same manner as a deed by the requisite number of Owners. The agreement shall provide for disposition of the Common Areas, disposition of Association funds and other resolutions and provisions necessary to terminate the regime and wind up the affairs of the Association.

## ARTICLE 15. SIGN FOR SUBDIVISION

**15.1 Sign.** A sign and associated structures, light fixtures and landscaping ("Sign") shall be installed by the Declarant in the boulevard entrance to the Development. The Association shall be responsible for the maintenance, replacement and repair of the Sign and the areas surrounding the Sign, the waterfall to be located near the sign and also to pay all utility expenses associated with the Sign and waterfall.



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**ARTICLE 16  
MISCELLANEOUS**

**16.1 No Reverter.** No covenant, condition, restriction or reservation of easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

**16.2 Notices.** Any notice required or permitted to be given to an Owner or resident by the Board pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, addressed to such person's last address as it appears on the records of the Association.

**16.3 Construction.** The Board shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefitted or bound by the provisions of this Declaration.

**16.4 Invalidity.** The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

**16.5 Headings.** The headings of the Articles are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

**16.6 Gender.** Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural and vice versa.

**16.7 Conflict.** In the event of a conflict between the Restrictions or any one or more of them and the restrictions of any Declaration which may be recorded subsequent to this Declaration, the more restrictive restriction, covenant, condition, easement or other obligation shall control.

**16.8 Indemnification of Officers and Board Members.** Neither Declarant, nor any officer or member of the Board, shall be liable for any claim or damage whatsoever arising out of or by reason of any actions performed pursuant to or in accordance with any authority granted or delegated to them or any of them by or pursuant to this Declaration or the Code of Regulations. Each current and former officer and each current and former member of the Board shall be indemnified by the Association against the costs and expenses incurred by him or her in connection with the defense of any pending, threatened or completed action, suit or proceeding, criminal, civil, administrative or investigative, to which he or she is or may be made a party by reason of his or her being or having been an officer or member of the Board (whether or not he or she is a member of officer at the time such costs and expenses are incurred) unless such officer or member of the Board failed to act in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and with respect to criminal proceedings, he or she had no reasonable cause to believe his or her action was unlawful. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such officer and member of the Board and shall not be exclusive of other



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John A Donofrio, Summit Fiscal Officer

rights to which any officer or member of the Board may be entitled to or granted pursuant to Section 1702.12(E) of the Ohio Revised Code, or under law, or under the Declaration or the Code of Regulations. The Board is hereby authorized to purchase directors' and officers' liability insurance for the benefit of the officers and members of the Board.

Executed this 2<sup>nd</sup> day of OCTOBER, 2008.

E & O Development Company, LLC

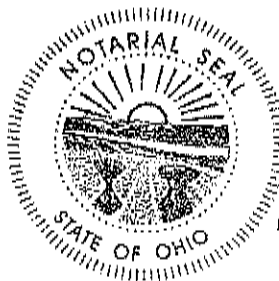
By: Thomas J. Oster  
Thomas J. Oster, Manager

STATE OF OHIO )  
 )ss:  
COUNTY OF LORAIN

The foregoing instrument was acknowledged before me, this 2<sup>nd</sup> day of October, 2008 by Thomas J. Oster, who acknowledged himself to be the Manager of E & O Development Company, LLC, and that he, being authorized so to do, executed the foregoing instrument and the same is the free act and deed of said limited liability company.

Kristie Radway  
Notary Public

*This Instrument Prepared By:*  
Timothy S. Trigglio, Esq.  
Trigglio & Stephenson, P.L.L.  
5750 Cooper Foster Park Road, Suite 102  
Summit, Ohio 44053-4132  
(440) 988-9500



KRISTIE RADWAY  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Lorain County  
My Comm. Exp. 2011

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John A Donofrio, Summit Fiscal Officer

EXHIBIT A

Situated in the Village of Reminderville, County of Summit and State of Ohio and known as being Sublot Nos. 1-22 and Blocks A-E in Herrington Place Subdivision, as recorded in Reception No. 5546196 of Summit County Records, as appears by said plat, be the same more or less, but subject to all legal highways.



EXHIBIT "B"



**ATWELL-HICKS**  
DEVELOPMENT CONSULTANTS

**Parcel No. "1"**

Situated in the Village of Reminderville, County of Summit, and the State of Ohio and being a part of Original Twinsburg Township Lot numbers 1 and 2, Tracts 2 and 2E and also being Lot Numbers 398, 522 thru 542 and 596 and part of Georgia Street, 50 feet wide, and a part of Kenton Avenue, 25 feet wide as shown by The Geauga Lake Orchard Co., Inc., Allotment as recorded in Plat Book 32, Page 72 of Summit County Map Records and being Lots 3 thru 9, 12, 13, 18 thru 24, 33 thru 48, 53 thru 70, 74 thru 93, 96, 97, 99 and 101 thru 105 and all of Overlook Street, and Oakland Street and parts of McNally Street, Shadeland Street, Mapledale Street, Summit Street, May Avenue, and East Boulevard, all being 50 feet wide, as shown by Geauga Lake Acres Subdivision as recorded in Plat Book 33, Pages 3 thru 4 inclusive and being more fully bounded and described as follows;

Beginning at a Stone found at the Northeasterly corner of said Summit County; thence South  $00^{\circ}41'56''$  East and along the Easterly line of said Summit County and the centerline of Summit Road, 30 feet wide, a distance of 4,038.40 feet to a point at the Easterly prolongation of the Northerly line of Summit Street, 25 feet wide; thence North  $89^{\circ}56'49''$  West along the said Easterly prolongation, a distance of 179.40 feet to a 5/8 steel pin with identification cap set at the Southeasterly corner of said Lot 96 in Geauga Lake Acres Subdivision and being the Principle Place of beginning of the premises herein described;

Course No. 1: thence North  $89^{\circ}56'49''$  West along the said Northerly line of Summit Street, a distance of 349.74 feet to a 5/8 steel pin with identification cap set on the Southeasterly corner of Sublot 98 in said Geauga Lake Acres Subdivision;

Course No. 2: thence North  $00^{\circ}41'24''$  West along the Easterly line of said Sublot 98, a distance of 159.53 feet to a 5/8 steel pin with identification cap set on the Northeasterly corner thereof;

Course No. 3: thence North  $89^{\circ}58'07''$  West and along the Northerly line of said Sublot 98, a distance of 150.31 feet to a 5/8 steel pin with identification cap set on the Northwesterly corner thereof;

Course No. 4: thence South  $00^{\circ}40'51''$  East along the Westerly line of said Sublot 98, a distance of 159.48 feet to a 5/8 steel pin with identification cap set at the Southwesterly corner thereof and being on the said Northerly line of Summit Street;

Course No. 5: thence North  $89^{\circ}56'49''$  West along the said Northerly line of Summit Street, a distance of 199.88 feet to a 5/8 steel pin with identification cap set on the Southeasterly corner of Sublot 100 in said Geauga Lake Acres Subdivision;

Course No. 6: thence North  $00^{\circ}41'01''$  West along the Easterly line of said Sublot 100, a distance of 159.40 feet to a 5/8 steel pin with identification cap set on the Northeasterly corner thereof;

Course No. 7: thence North  $89^{\circ}58'07''$  West along the Northerly line of said Sublot 100, a distance of 149.88 feet to a 5/8 steel pin with identification cap set on the Northwesterly corner thereof;



John A Donofrio, Summit Fiscal Officer

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**ATWELL-HICKS**  
DEVELOPMENT CONSULTANTS

Course No. 8: thence South 00°41'11" East along the Westerly line of said Sublot 100, a distance of 184.35 feet to a 5/8 steel pin with identification cap set on the Southeasterly corner thereof and being on the Northerly line of Aurora Shores Subdivision No. 1 as recorded in Plat Book 75, Pages 61 thru 64 inclusive of Summit County Map Records;

Course No. 9: thence North 89°56'49" West along the said Northerly line of Aurora Shores Subdivision No. 1 and along the Northerly line of Aurora Shores Subdivision No. 2 as recorded in Plat Book 78, pages 1 thru 3 inclusive of Summit County Map Records, a distance of 966.48 feet to a 5/8 steel pin with identification cap set on an Easterly line of said Aurora Shores Subdivision No. 2;

Course No. 10: thence North 00°04'52" East along the Easterly line of said Aurora Shores Subdivision No. 2 and the westerly line of said Geauga Lake Acres Subdivision a distance of 2034.54 feet to a 5/8 steel pin with identification cap set on the Northwestern corner of East Boulevard, 50 feet wide;

Course No. 11: thence South 89°52'11" East along the Northerly line of said East Boulevard, a distance of 389.30 feet to a 5/8 steel pin with identification cap set on the Southwesterly corner of said Lot No. 9 in The Geauga Lake Orchard Co., Inc., Allotment, 50 feet wide;

Course No. 12: thence North 00°37'36" West along the said Westerly line of said Lot No. 9, and along said Lot No. 596 in The Geauga Lake Orchard Co. Inc. Allotment a distance of 358.18 feet to a 5/8 inch steel pin with identification cap set at the Northwestern corner thereof;

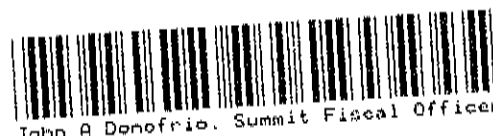
Course No. 13: thence South 89°52'11" East along the Northerly line of said Lot 596, a distance of 199.99 feet to a 5/8 steel pin with identification cap set on the Easterly line of Georgia Street, 50 feet wide;

Course No. 14: thence North 00°23'46" West along the said Easterly line of Georgia Street, a distance of 548.52 feet to a 5/8 steel pin with identification cap set on the Northwestern corner of Lot 542;

Course No. 15: thence South 89°52'11" East along the Northerly line of said Lot 542, a distance of 149.94 feet to a 5/8 steel pin with identification cap set on the Northeasterly corner thereof;

Course No. 16: thence South 00°24'21" East along the Easterly line of Lot Nos. 542 thru 540 inclusive, a distance of 148.51 feet to a 5/8 steel pin with identification cap set on the Southeasterly corner of Lot No. 540 and the Northwestern corner of Lot 522;

Course No. 17: thence South 89°52'11" East along the Northerly line of said Lot No. 522, a distance of 149.97 feet to a 5/8 steel pin with identification cap set on the Northeasterly corner thereof and being on the Westerly line of Connecticut Street, 50 feet wide;



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**ATWELL-HICKS**  
DEVELOPMENT CONSULTANTS

Course No. 18: thence South  $00^{\circ}24'56''$  East along the said Westerly line of Connecticut Street, a distance of 508.01 feet to a 5/8 inch steel pin with identification cap set on the Southerly line of Kenton Avenue, 25 feet wide;

Course No. 23: thence South  $89^{\circ}52'11''$  East along the said Southerly line of Kenton Avenue, a distance of 549.83 feet to a 5/8 inch steel pin with identification cap set on the Northwesterly corner of Lot 3 in said Geauga Lake Acres Subdivision;

Course No. 24: thence North  $00^{\circ}25'50''$  West, along the Westerly line of Lot 398 a distance of 107.99 feet to a 5/8 inch steel pin with identification cap set on the Northwesterly corner thereof;

Course No. 25: thence South  $89^{\circ}52'11''$  East along the Northerly line of said Lot 398, a distance of 150.00 feet to a 5/8 steel pin with identification cap set on the Northeasterly corner thereof and being on the Westerly line of Florida Street, 50 feet wide;

Course No. 26: thence South  $00^{\circ}25'50''$  East along the Easterly line of Lot 398 and also along the Westerly line of said Florida Street, a distance of 83.00 feet to a 5/8 steel pin with identification cap set on the Southwesterly corner thereof;

Course No. 27: thence South  $00^{\circ}41'44''$  East, a distance of 25.00' to a 5/8 steel pin with identification cap set on the Northerly line of said Geauga Lake Acres Subdivision and being on the Westerly line of Mapledale Street, 50 feet wide;

Course No. 28: thence South  $00^{\circ}41'56''$  East along the said Westerly line of said Mapledale Street, a distance of 250.18 feet to a 5/8 steel pin with identification cap set on the Northerly line of East Boulevard, 50 feet wide;

Course No. 29: thence North  $89^{\circ}52'11''$  West along the Northerly line of said East Boulevard, a distance of 350.06 feet to a 5/8 steel pin with identification cap set on the Westerly line of Shadeland Street, 50 feet wide, and Southeasterly corner of said Lot 3;

Course No. 30: thence South  $00^{\circ}40'51''$  East along the Westerly line of Shadeland Street, a distance of 549.84 feet to a 5/8 steel pin with identification cap set at the Northeasterly corner of Lot 46;

Course No. 31: thence South  $89^{\circ}53'12''$  East and along the Northerly line of Lots 47 and 48, a distance of 350.23 feet to a 5/8 steel pin with identification cap set on the Northeasterly corner of said Lot 48 and being on the Westerly line of said Mapledale Street;

Course No. 32: thence South  $00^{\circ}41'56''$  East along the Westerly line of said Mapledale Street, a distance of 549.80 feet to a 5/8 steel pin with identification cap set on the Southerly line of May Avenue, 50 feet wide;

Course No. 33: thence South  $89^{\circ}55'27''$  East along the Southerly line of May Avenue, a distance of 50.00 feet to a 5/8 steel pin with identification cap set on the Northwesterly corner of Lot 71;





**ATWELL-HICKS**  
DEVELOPMENT CONSULTANTS

Course No. 34: thence South 00°41'56" East along the Westerly line of said Lot 71, a distance of 249.45 feet to a 5/8 steel pin with identification cap set on the Southwesterly corner thereof;

Course No. 35: thence South 89°55'27" East along the Southerly line of said Lot 71, a distance of 149.41 feet to a 5/8 steel pin with identification cap set on the Southeasterly corner thereof and being on the Northwesterly corner of Lot 73;

Course No. 36: thence South 00°41'56" East along the Westerly line of Lots 73, 94 and 95, a distance of 658.49 feet to the place of beginning and containing 84.011 acres of land more or less and being subject to all legal highways and easements.

65-00620

TW-00159-A6-002.000

Permanent Parcel Nos. 65-00248 and 65-00249  
Routing Nos. TW0016001006000 and TW0016001005000

**Parcel No. 2:**

Situated in the Village of Reminderville, County of Summit and State of Ohio and bounded and described as follows, to wit; Beginning at a point in the Southerly line of East Boulevard where same is intersected by the West line of Summit Road, which point is also known as the Northeasterly corner of Block or Lot No. 28; thence Westerly along the Southerly line of East Boulevard, 455 feet to a point which point is the principal place of beginning; thence Southerly parallel with the Easterly line of Blocks or Lots Nos. 25 and 32, and 45 feet distant therefrom, 500 feet to a point in the Southerly line of Block or Lot No. 31; thence Westerly along the Southerly line of Block or Lot No. 31 and Block or Lot No. 32, 95 feet to a point; thence Northerly parallel with the Easterly line of Blocks or Lots Nos. 25 and 32, and 50 feet distant therefrom, 500 feet to a point in the Southerly line of East Boulevard which point is 95 feet from the principal point of beginning; thence Easterly along the Southerly line of East Boulevard, 95 feet to the principal point of beginning. Said parcel above described being the Westerly 45 feet of Blocks or Lots Nos. 26 and 31 and the Easterly 50 feet of Blocks or Lots Nos. 25 and 32 with a frontage of 95 feet on the southerly side of East Boulevard and extending back of equal width 500 feet, said premises being in Geauga Acres Subdivision as surveyed by Barstow and McCurdy, Engineers in Plat Book 33, Pages 3 and 4 of Summit County Records of Plats

**Parcel No. 3:**

Situated in the Village of Reminderville, County of Summit and State of Ohio and known as being the Westerly One Hundred (100) feet of Sublots or Parcels Nos. Twenty-five (25) and Thirty-two (32) of the Geauga Lake Acres Subdivision, as surveyed and numbered for The Lakeland Realty Company by Barstow and McCurdy, Engineers, in September, 1925, and recorded in Plat Book 33, page 3 and 4 of Summit County Records of Plats and containing approximately 1.2 acres of land. The above described premises having One Hundred (100) feet frontage on the Southerly side of East Boulevard and extending back of equal width Five Hundred (500) feet on the Westerly side of Five Hundred (500) feet on the Easterly side, be the same more or less, but subject to all legal highways.

John R Denofrio, Summit Fiscal Officer  
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**HERRINGTON PLACE**  
**DECLARATION OF RESTRICTIONS**

**PLEASE CROSS MARGINAL REFERENCE WITH THE HERRINGTON PLACE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS RECORDED AT INSTRUMENT NO. 55578324, AND THE QUIT-CLAIM DEED RECORDED AT INSTRUMENT NO. 56467209, OF THE SUMMIT COUNTY RECORDS.**

**THIS WILL CERTIFY THAT A COPY OF THIS RESTRICTION TO THE HERRINGTON PLACE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.**

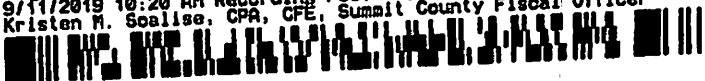
**KRISTEN M. SCALISE CPA, CFE**

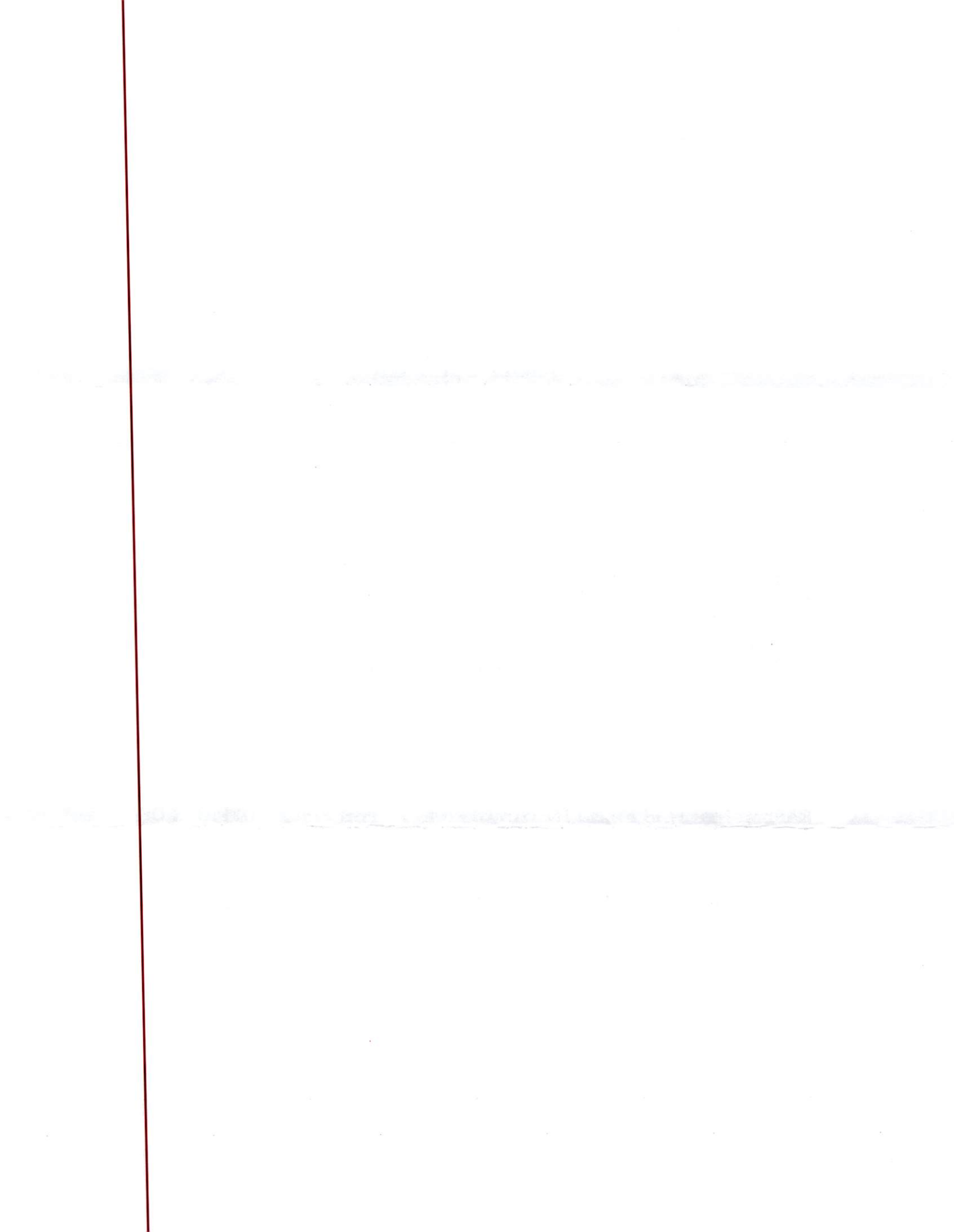
DATED: 9-11-2019

BY: \_\_\_\_\_  
FISCAL OFFICER

by: *Beverly Coble*  
*Beverly Coble*

DOC # 56490485





**RESTRICTION**

The Parcels are hereby restricted as follows:

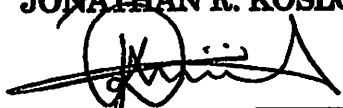
1. The Parcels are Association Common Areas, which are reserved for the exclusive use of the Herrington Place lot owners, and are therefore non-buildable and will remain non-buildable upon their transfer or sale. This restriction runs with the land and is binding on all future owners of the Parcels, and their heirs, successors, and assigns.

Any conflict between these provisions and any other provisions of the Declaration will be interpreted in favor of this making the non-buildable parcels common elements of the Association and reserved for the exclusive use of the lot owners. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this restriction, only lot owners of record at the time of such filing have standing to contest the validity of this restriction, whether on procedural, substantive, or any other grounds. Any contest or other legal challenge to the validity of this restriction must be brought in the court of common pleas within one year of the recording of this restriction.

The Herrington Place Homeowners' Association, Inc. has caused the execution of this instrument this 28 day of August, 2019.

**HERRINGTON PLACE HOMEOWNERS' ASSOCIATION, INC.**

By:   
\_\_\_\_\_  
JONATHAN R. KOSLO, its President

By:   
\_\_\_\_\_  
MICHAEL CHUKWUONYE, its Treasurer



**HERRINGTON PLACE**  
**DECLARATION OF RESTRICTIONS**

**RECITALS**

- A.** The Herrington Place Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements (the "Declaration"), was recorded at Summit County Records, Instrument No. 55578324.
- B.** There are seven Supplemental Declarations, recorded at Instrument No. 55692214, Instrument No. 55731546, Instrument No. 55892664, Instrument No. 55936664, Instrument No. 56025287, Instrument No. 56138885, Instrument No. 56140005, and Instrument No. 56153383 of the Summit County Records (together, the "Supplemental Declarations").
- C.** The Herrington Place Homeowners' Association, Inc. (The "Association") is a non-profit corporation organized and existing under the laws of the State of Ohio to provide a corporate entity for the mutual benefit and operation of single-family lots and common element parcels located in the subdivision known as Herrington Place in the Village of Reminderville, County of Summit, and State of Ohio.
- D.** The Association is the titled owner of the real property described in the attached Exhibit "A" (together, the "Parcels") as common elements, provided in the Declaration and Supplemental Declarations.
- E.** The Association became the titled owner of the Parcels by quit-claim deed, recorded at Instrument No. 56467209 of the Summit County Records.
- F.** The Parcels are non-buildable due to the various easements contained in the Declaration and their purpose as common elements for the Association, including a surface water management system easement and a conservation easement.
- G.** The Summit County Fiscal Office has requested that the common element Parcels be explicitly designated as non-buildable for property tax valuation purposes.
- H.** Pursuant to its authority granted through the laws of the State of Ohio and the Declaration, the Association's Board of Directors imposes this restriction to designate the Parcels.

**EXHIBIT A**

**Parcel 1:**

Situated in the Village of Reminderville, County of Summit and State of Ohio and known as being Open Space "O" in Herrington Place Plat Phase 8, as recorded in Reception No. 56173131 of Summit County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

Parcel No. 65-00856 (TW00159B5055000)

**Parcel 2:**

Situated in the Village of Reminderville, County of Summit and State of Ohio and known as being Block M in Herrington Place Plat Phase 7, as recorded in Reception No. 56135572 of Summit County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

Parcel No. 65-00826 (TW00159B5026000)



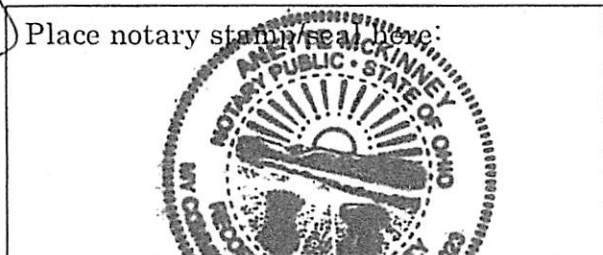
STATE OF OHIO )  
COUNTY OF Cuyahoga ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Herrington Place Homeowners' Association, Inc., by its President and Treasurer, who acknowledged that they did sign the foregoing instrument, on page 3 of 7, and that the same is the free act and deed of said corporation and the free act and deed of them personally and as such officers.

I have set my hand and official seal in Beachwood, Ohio, this 29 day of August, 2019.

Quetta McKinney  
NOTARY PUBLIC

Place notary stamp/seal here:



This instrument prepared by:  
KAMAN & CUSIMANO, LLC, Attorneys at Law  
50 Public Square, Suite 2000  
Cleveland, Ohio 44113  
(216) 696-0650  
ohiohoalaw.com

