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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS

OF

HUNTER RIDGE CLUSTER HOME COMMUNITY
THE GREETREE PLANNED UNIT DEVELOPMENT
STREETSBORO, OHIO

*OK to sell
11-2-07
\$20.00
DR*

BEING DEVELOPED BY:

DJN Holdings, Ltd.
an Ohio Limited Liability Company
6405 York Rd.
Parma Heights, Ohio 44130
(440) 884-3100

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BOOK 541 PAGE 0937

TABLE OF CONTENTS

ARTICLE I PREAMBLE; PROPERTY SUBJECT TO THIS DECLARATION;
DEVELOPER’S RIGHT TO ADD AND DELETE LAND1

 Section 1.1 Preamble3

 Section 1.2 Property3

 Section 1.3 Expansion and Contraction of the Property3

ARTICLE II EXHIBITS AND DEFINITIONS.....3

 Section 2.1 Exhibits3

 Section 2.2 Definitions.....3

ARTICLE III EASEMENTS7

 Section 3.1 Utility Easements7

 Section 3.2 Easement for Ingress and Egress7

 Section 3.3 Common Areas7

 Section 3.4 Easements for Construction, Alteration, etc.7

 Section 3.5 Emergency and Service Easements8

 Section 3.6 Easements for Encroachments8

 Section 3.7 Drainage Rights and Authority to Transfer Drainage and
Other Easement Rights to City8

 Section 3.8 Parking in Common Areas.....9

 Section 3.9 Easements for Community Signs.....9

 Section 3.10 Easement to Maintain Sales Offices, Model, etc.9

 Section 3.11 Maintenance Easement9

 Section 3.12 Environmental Easement10

 Section 3.13 Scope of Easements and Dedication of Roadways and Utilities10

 Section 3.14 Easements to Run with the Lands10

ARTICLE IV OWNERSHIP AND OPERATION OF COMMON AREAS11

 Section 4.1 Conveyances of Common Areas.....11

 Section 4.2 Use of Common Areas.....11

ARTICLE V THE ASSOCIATION11

 Section 5.1 Existence11

 Section 5.2 Membership and Voting Rights11

 Section 5.3 Board and Officers of the Association.....12

 Section 5.4 Rights of the Association12

ARTICLE VI	RESPONSIBILITIES OF THE ASSOCIATION.....	13
Section 6.1	Maintenance of Areas of Common Responsibility, Including Roadways and Utilities	13
Section 6.2	Taxes and Assessments.....	14
Section 6.3	Utilities.....	15
Section 6.4	Insurance and Reconstruction	15
Section 6.5	Management.....	16
Section 6.6	Upgrading	17
Section 6.7	Enforcement.....	17
Section 6.8	Rules and Regulations.....	17
Section 6.9	General.....	17
Section 6.10	Original Developer's Rights	17
Section 6.11	Restrictions of Other Documents.....	17
ARTICLE VII	ASSESSMENTS.....	18
Section 7.1	Definition of Assessments	18
Section 7.2	Responsibility for Payment of Assessments	18
Section 7.3	No Exemption for Non-Use of Facilities; No Refund of Reserves.....	18
Section 7.4	Creation of Lien and Personal Obligation	19
Section 7.5	Non-Liability of Foreclosure Sale Purchaser for Past	
Section 7.6	Liability for Assessments on Voluntary Conveyance.....	19
Section 7.7	Additional Assessments.....	20
Section 7.8	Due Date of Assessments.....	20
Section 7.9	Exempt Property	20
Section 7.10	Assessments under Master Declaration	20
Section 7.11	City Assessments	20
ARTICLE VIII	LIENS	20
Section 8.1	Perfection of Lien	20
Section 8.2	Duration of Lien.....	21
Section 8.3	Priority	21
Section 8.4	Dispute as to Assessment.....	21
Section 8.5	No Waiver Implied	21
Section 8.6	Personal Obligations	22
ARTICLE IX	REMEDIES OF THE ASSOCIATION.....	22
Section 9.1	Denial of Voting Rights.....	22
Section 9.2	Specific Remedies.....	22
Section 9.3	Cost of Collection	22
Section 9.4	Binding Effect.....	23

ARTICLE X	NO PARTITION.....	23
ARTICLE XI	CONDEMNATION.....	23
ARTICLE XII	MORTGAGEES' RIGHTS	24
Section 12.1	Notices of Action	24
Section 12.2	Other Provisions for First Lien Holders.....	24
ARTICLE XIII	GENERAL PROVISIONS	25
Section 13.1	Covenants Run with the Property; Binding Effect	25
Section 13.2	Duration	25
Section 13.3	Notices	25
Section 13.4	Enforcement-Waiver.....	26
Section 13.5	Construction of the Provisions of this Declaration	26
Section 13.6	Reservations by Original Developer – Exempt Property.....	26
Section 13.7	Assignability by Original Developer	28
Section 13.8	Severability	28
Section 13.9	Arbitration.....	28
Section 13.10	Litigation.....	28
Section 13.11	Validity of Mortgages	28
Section 13.12	Amendment of Declaration.....	28
Section 13.13	Interest Rates	30
Section 13.14	Headings	30

DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS OF
HUNTERS RIDGE CLUSTER HOME COMMUNITY
STREETSBORO, OHIO ("Declaration")

THIS DECLARATION made as of the ___ day of _____, 2000 by DJN HOLDINGS Ltd., a limited liability company formed pursuant to the Laws of the State of Ohio, (referred to herein as the "Developer").

PREAMBLE

A. The Developer is the owner of real property in the City of Streetsboro, Portage County, Ohio, legally described in Exhibit "A" (The "Property"), and desires to create thereon a planned community in accordance with the Plat (hereafter defined) and in accordance with the requirements of the Planning and Zoning Code of the City of Streetsboro and Portage County.

B. The Property is part of Greentree P.U.D., a planned unit development, and is governed by document entitled Greentree Homeowners Association Declaration of Covenants and Restrictions, Streetsboro, Ohio (the "Master Declaration") recorded on December 23, 1992 in Volume 1136, pg. 265-292 of Portage County Records, administered and enforced by the Greentree Homeowners' Association (the "Master Association"), and as the same has been or will be supplemented, modified or amended from time to time. Pursuant to Article II, Section 4(a) of the Master Declaration, the Developer (referred to as the "Grantor" in the Master Declaration) was granted broad discretion to make additions to the Property in accordance with the P.U.D. plan, which may be more effectively governed by an additional homeowners' association to which Owners may have common interests other than those common to all Master Association members such as an entry feature, a development name, special services and/or common areas and facilities which are not available to all Master Association Members.

C. It is the intent of this Declaration of Covenants and Restrictions to provide for certain common interests and related services other than those common to the Master Association and/or the City of Streetsboro. All interests and related services not specifically provided for herein shall be subject to the Master Declaration and/or the City of Streetsboro and shall be administered and enforced by the Master Association and/or the appropriate governmental agency with jurisdiction over the Property.

D. The Property is a cluster development consisting of 21 separate sublots known as Lot Nos. 1 through 21 of Hunter Ridge Cluster Home Community as shown by plat (the "Plat") recorded in _____ of Portage County Plat Records, Living Units constructed on said sublots, and the Common Areas shown on the plat (including Association Roads). A further description of the Property is attached hereto as Exhibits "A" and "B".

E. The Owners of Living Units within the Property have common interests other than those common to all Master Association members, which common interests consist of distinct housing type (i.e. - cluster housing), special services and/or common areas and facilities which are not available to all Master Association members, such as ownership and maintenance of certain Common Areas (including Association Roads and storm water detention facilities) by the Association.

BOOK

541 PAGE 0941

F. In order to establish the Property as an "addition", the Developer is submitting the Property to this Declaration for all purposes provided for herein and also to the Master Declaration for all other purposes, by separate Declaration executed contemporaneously herewith.

G. The Property consists of Sublots, Living Units and the Common Areas, all as hereafter defined.

H. The Developer desires to provide for: (a) the preservation of Open Space (hereafter defined); (b) the use and maintenance of the Areas of Common Responsibility (hereinafter defined); (c) the compliance with the Planning, Zoning and Subdivision Codes of the City of Streetsboro; and (d) the provision of certain services within the Property. The foregoing is being provided so that the residents of the Property may enjoy a quality environment for themselves and their families. For such purpose, the Developer has prepared this Declaration to define the manner in which the Property shall be governed and administered.

I. A central association will be required to regulate, administer and govern the Property for the fulfillment of the foregoing purposes with the power to levy and collect assessments from Owners (hereafter defined) within the Property and to pay the cost and expense of operating, maintaining, repairing and replacing the Areas of Common Responsibility. The Developer has assigned such functions to Hunters Ridge Cluster Homeowners Association, Inc., a corporation not-for-profit, that Developer has caused to be created under the laws of the State of Ohio (the "Association").

NOW, THEREFORE, Developer declares the Property and any other property as may by Subsequent Amendment (hereafter defined) be added to and subjected to this Declaration shall be owned, held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, assessments, charges and liens (collectively, the "Covenants and Restrictions") provided in this Declaration, which Covenants and Restrictions shall run with the land and shall be binding on and inure to the benefit of all Persons (hereafter defined) having any right, title or interest in or to any part of the Property, or any other property as may by Subsequent Amendment be added to and subjected to this Declaration, and their respective heirs, personal representatives, successors and assigns.

BOOK 541 PAGE 0942

ARTICLE I
PREAMBLE: PROPERTY SUBJECT TO THIS DECLARATION:
DEVELOPER'S RIGHT TO ADD AND DELETE LAND

Section 1.1 – Preamble

The Preamble is incorporated in and made a part of this Declaration.

Section 1.2 – Property

The Property which is and shall be owned, held, transferred, sold, used and occupied subject to this Declaration is the real property described in Exhibit "A".

Section 1.3 – Expansion and Contraction of the Property

(a) The Developer reserves the right from time to time to add additional property to the Property and to subject the same to the provisions of this Declaration. To add any additional property, the Developer shall execute and record a Subsequent Amendment to this Declaration which expressly provides that the land described therein shall become a part of the Property and shall be subject to the Covenants and Restrictions set forth in this Declaration, except as the same may be modified by the Subsequent Amendment.

(b) The Developer reserves the right from time to time to delete lands from the Property (provided the lands so deleted are not designated as Common Areas or Open Space) and thereby to free such lands from the provisions of this Declaration. Lands not owned by Developer may be deleted from the Property only with the written consent of the title owner thereof. To delete such lands, the Developer shall execute and record a Subsequent Amendment to this Declaration which expressly provides that the land described therein shall no longer be a part of the Property and shall no longer be subject to the Covenants and Restrictions set forth in this Declaration.

ARTICLE II
EXHIBITS AND DEFINITIONS

Section 2.1 – Exhibits

The following Exhibits are attached to and made a part of this Declaration:

EXHIBIT "A": A legal description of the Property/Plat.

Section 2.2 – Definitions

For the purposes of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

BOOK 541 PAGE 0943

(a) "AREAS OF COMMON RESPONSIBILITY". The Areas of Common Responsibility shall mean and refer to: (1) the Common Areas; (2) the entrances to the Property situated off of existing and future public streets that abut the Property (the "Entrances") and landscaping, sprinklers (if any) and other improvements to the Entrances; (3) any security facilities, walls and fences; (4) Association Roads (hereafter defined) and signs, street lights (if any) and walks or pathways (if any); (5) storm drainage that generally serves the Property and ponds, including storm retention and detention ponds; (6) real and personal property owned by the Association; (7) real and personal property not owned by the Association but determined by the Board to be the responsibility of the Association; (8) together with those areas, if any, which by contract with any commercial establishment or association, or with any local governmental authority become the responsibility of the Association. Any public rights-of-way within or adjacent to the Property, may be part of the Areas of Common Responsibility.

(b) "ARTICLES" or "ARTICLES OF INCORPORATION". The Articles of Incorporation of the Association which are filed with the Secretary of State of Ohio to create the Association.

(c) "ASSESSMENTS". The assessments levied against all Owners of Living Units to fund Common Expenses.

(d) "ASSOCIATION". Hunter Ridge Cluster Home Community Association, Inc., a non-profit Ohio corporation, its successors and assigns, created to govern, operate, control and administer the Areas of Common Responsibility and to supervise and enforce this Declaration.

(e) "ASSOCIATION ROAD". Any private street which is at any time constructed on the Property which the Developer at any time offers to dedicate by easement, deed, plat or otherwise, to the Association or to governmental authorities having jurisdiction (whether the same is denominated as a street, avenue, boulevard, drive, place, court, road, circle, lane, walk or other designation) including any curbs, gutters or sidewalks adjacent to any such street or other thoroughfare. An Association Road shall be titled in the name of the Association.

(f) "BOARD". The Board of Trustees of the Association. The Board is sometimes also referred to as the "Trustees".

(g) "CITY". The City of Streetsboro, an Ohio municipal corporation.

(h) "CODE". The Code of Regulations of the Association.

(i) "COMMON AREAS". All real and personal property now or hereafter owned by the Association or otherwise held for the common use and enjoyment of the Owners or Occupants. Common Areas shall include the Entrances of the Property referred to in subparagraph (a) of this Section, Association Roads and those areas of and intended for the common use, benefit and enjoyment of all Occupants of the Property. Any Owner may delegate, in accordance with the Code and subject to reasonable rules, regulations, and limitations as may be adopted in accordance therewith, his or her right of enjoyment to the Common Areas and facilities to the members of his or her family, tenants, and social invitees and shall be deemed to have made a delegation of all such rights to the Occupants of any leased Living Unit. Common Areas does not mean or imply that the public at large acquires any easement of use or enjoyment therein.

(j) "COMMON EXPENSES". The actual and estimated expenses of operating the Association, both for general or special purposes, including reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Code, and the Articles of Incorporation of the Association.

(k) "COUNTY". Portage County.

(l) "DEVELOPER". DJN HOLDINGS, LTD., an Ohio limited liability company, and the specifically designated successors or assigns of any of their rights as Developer under this Declaration or under any supplement to this Declaration involving the Property as the same may be expanded or contracted from time to time. No person, real or corporate, shall be deemed to be a successor, alternate or additional Developer for the purposes of this Declaration unless and until such person or entity has been specifically so designated by Developer herein, by instrument in writing and placed of record, and shall be deemed a successor and assign of Developer only to the particular rights and interests of Developer under this Declaration or under a supplement to this Declaration. The Developer is also sometimes referred to herein as the "Original Developer".

(m) "ELIGIBLE MORTGAGE HOLDERS". Eligible Mortgage Holders shall mean banks, savings and loan associations, insurance companies and other institutional lenders, holders, insurers or guarantors of first mortgages on the Property or portions thereof.

(n) "LIVING UNITS". All units of residential housing to be situated on the Property, whether they are single family homes or any other type of living unit permitted to be constructed or created upon the Property under any applicable zoning code that now exists or may hereafter be amended. Without limiting the generality of the foregoing, Living Unit shall mean a portion of the Property intended for any type of independent ownership for use and occupancy as a single family residence and shall, unless otherwise specified, include within its meaning (by way of illustration, but not by way of limitation) single family houses on separately platted lots, as may be developed, used and defined as herein provided or as provided in Subsequent Amendments; provided, further, the term Living Unit shall also include all portions of the lot owned as a part of any structure thereon.

For the purposes of this Declaration, a Living Unit shall come into existence when the improvements constructed thereon are sufficiently complete to reasonably permit the habitation thereof, whether or not a certificate of occupancy has been issued for the Living Unit by the governmental authority having jurisdiction over the same.

(o) "MASTER DECLARATION". Declaration of Covenants and Restrictions of Greentree Homeowners' Association, Streetsboro, Ohio, recorded in Volume 1136, pg. 265-292 of Portage County Records (as the same may be supplemented, modified or amended from time to time) governing the "Greentree P.U.D." which includes the Property.

(p) "MEMBER". A person or entity entitled to membership in the Association, as provided herein.

(q) "OCCUPANT". A person in possession of a Living Unit including, without limitation, an Owner or any guest, invitee, lessee, tenant, or family member of an Owner occupying or otherwise using a Living Unit.

(r) "OPEN SPACES". Land that is assigned as private open space use, including "common land" and "open spaces".

(s) "ORIGINAL Developer". DJN HOLDINGS, LTD., an Ohio limited liability company.

(t) "OWNER". The record Owner of fee simple title in any Living Unit, including the Developer (except as otherwise provided herein) with respect to any unsold Living Unit, but Owner shall exclude in all cases any party holding an interest merely as security for the performance of an obligation. If a Living Unit is sold under a land installment contract, the purchaser (Vendee) (rather than the fee Owner) will be considered to be the Owner. For the purpose of this Declaration, the Owner of Living Units that are rented to others shall be as follows: for the purpose of votes and Assessments, the record Owner of the Living Unit; for the purpose of use and enjoyment of common facilities and amenities which are part of the Common Areas, the Tenant residing in the Living Unit. Every Owner shall be treated for all purposes as a single Owner for each Living Unit held irrespective of whether such ownership is joint or in common. Where such ownership is joint or in common, the majority vote of such Owners shall be necessary to cast any vote to which such Owners are entitled.

(u) "OWNERSHIP INTEREST". The entire right, title and interest of any Owner in all of the freehold and leasehold estates of such Owner in his Living Unit.

(v) "PERSON". A natural individual, corporation, partnership, limited partnership, trust or other entity to which the law attributes the capacity of having rights and duties.

(w) "PLAT". The plat of the Property recorded in Plat Cabinet I, Slide Nos. _____ of Portage County plat records consisting of Lot Nos. ___ through ___, Hunter Ridge Drive and Common Areas, as the same may be supplemented, modified and amended from time to time.

(x) "PROPERTY". The land described in Exhibit "A" as the same may from time to time be amended.

(y) "RULES". Rules and regulations that govern the operation and use of the Living Units and the Areas of Common Responsibility, including the Common Areas and any other property owned by the Association, as such rules and regulations may be adopted from time to time by the Board or the Design Review Committee to implement and carry out the provisions and intent of this Declaration.

(z) "SUBLLOT". A platted single-family lot upon which a Living Unit has been or may be constructed.

(aa) "SUBSEQUENT AMENDMENT". An amendment to this Declaration which adds additional property to that covered by this Declaration or deletes property from that which is covered by this Declaration. A Subsequent Amendment may, but is not required to: (i) impose, expressly or by reference, additional restrictions and obligations on the land submitted by such Subsequent Amendment to the provisions of this Declaration; and/or (ii) otherwise amend this Declaration and/or the Code.

(bb) "TENANT". Any person(s) having a possessory leasehold estate in a Living Unit, other than an Owner.

ARTICLE III
EASEMENTS

Section 3.1 – Utility Easements

There is hereby reserved in favor of Developer and granted to the Association, its successors and assigns, an easement upon, across, over, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of all utilities and service lines and systems including, but not limited to, water, sewer, energy, drainage, gas, telephone, electricity, television, cable and communication lines and systems. By virtue of this easement, it shall be expressly permissible for Developer and the Association and their successors and assigns, or the providing utility or service company, to install and maintain facilities and equipment on the Property provided that such facilities shall not materially impair or interfere with any Living Units and provided further that any areas disturbed by such installation and maintenance are restored to substantially the condition in which they were found. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or located except as approved by the Design Review Committee or unless the same are shown on a recorded plat. There is hereby reserved in favor of the Developer and the Association the right (but not the obligation) to grant neighboring property owners easements for utility purposes so long as the granting of such easements does not overburden the utilities serving the Property.

Section 3.2 – Easement for Ingress and Egress

There is hereby created an easement upon, across, over and through the Association Roads and any sidewalks, walkways, bike paths, all-purpose trails and parking areas in favor of Developer and the Association, all Owners, Occupants, and their respective guests, licensees and invitees for pedestrian and vehicular ingress and egress, as the case may be, to and from all of the various portions of the Property. Notwithstanding the foregoing, the Developer and/or the Association may limit this right of ingress and egress by a Subsequent Amendment.

Section 3.3 – Common Areas

Developer, all Owners, Occupants and the guests of such parties shall have the right to enter upon, use and enjoy the Common Areas for their intended purposes in accordance with this Declaration and the applicable Rules.

Section 3.4 – Easements for Construction, Alteration, etc.

Easements are hereby created upon portions of the Common Areas necessary in connection with the construction, alteration, rebuilding, restoration, maintenance and repair of any improvements within the Property or serving the Property; provided, however, that in the exercise of any rights under this easement, there shall be no unreasonable interference with the use of any Living Unit or other structure or improvement on the Property. Any Person benefiting from the foregoing easement shall indemnify and save harmless the Developer, the

Association and each Owner and Occupant from against any and all losses, damages, liabilities, claims and expenses, including reasonable attorneys' and paralegals' fees resulting from any such construction, rebuilding, alteration, restoration, maintenance and shall repair any damage caused in connection with such activities to substantially the condition that existed prior to such activities.

Section 3.5 – Emergency and Service Easements

Fire, police, health, sanitation, medical, ambulance, school buses, utility company, mail service and other public or quasi-public emergency and service personnel and their vehicles shall have an easement for ingress and egress over and across the Association Roads and any other roads or drives within the Property for the performance of their respective duties.

Section 3.6 – Easement for Encroachments

If by reason of the construction, repair, restoration, partial or total destruction and rebuilding, or settlement or shifting of any of the Living Units, (a) a Party Wall of a Living Unit shall encroach upon the Living Unit Lot of the Living Unit sharing the Party Wall, easements are hereby created in favor of the Owner of such encroaching Party Wall for the maintenance of such encroachment; or (b) any other part of the Living Unit shall encroach upon any part of the Common Areas, easements in favor of the Owner of the Living Unit are hereby established for the maintenance of such encroachment; provided, however, in no event shall a valid easement for any encroachment be created in favor of an Owner if such encroachment occurs due to this willful misconduct.

Section 3.7 – Drainage Rights and Authority to Transfer Drainage and Other Easement Rights to City

The Developer, each Owner, the Association and the City shall have the non-exclusive right and easement in common to utilize the waterways, courses, storm sewers, drainage pipes and retention basins in, over and upon the Common Areas for the purposes of drainage of surface waters on the Property, said rights-of-ways and easements being hereby established for said purpose. It shall be the obligation of the Association to properly maintain, repair, operate and control such drainage system on the Common Areas.

Developer and (after transfer of the Common Areas) the Association shall have the right to grant easements for the installation and maintenance of sanitary sewers, storm sewers, drainage, and sales to the City. No owner shall in any way hinder or obstruct the operation or flow of the drainage system. No structures (including, but not limited to, sidewalks and driveways), plantings or other materials shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas or which may change, retard or increase the flow of water through the respective easement areas. The easement areas and all improvements therein shall be maintained continuously by the Association unless those easement areas are accepted by the City by formal action of the City.

Section 3.8 – Parking in Common Areas

Ownership of a Living Unit shall entitle the Owner or Occupant of the Living Unit to the reasonable use of parking spaces situated within the Common Areas near and convenient to such Living Unit, together with the right of ingress and egress to such parking area. There shall be no parking of motor vehicles on Association Roads, except that the Developer and/or the Board may designate certain on-street parking only for visitors or guests on a temporary basis subject to reasonable rules and regulations, and subject to applicable laws.

Section 3.9 – Easements for Community Signs

Easements are created over the Common Areas to install, maintain, repair, replace and illuminate signs that are for the general benefit of the Property or for the identification of the Association Roads. The type, size and location of the signs shall be subject to the approval of the Design Review Committee and subject to the laws of the County and other governmental authorities having jurisdiction.

Section 3.10 – Easement to Maintain Sales Offices, Model, etc.

Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and sale of Living Units is continuing, it shall be expressly permissible for Developer to maintain and carry on upon portions of the Common Areas such facilities and activities as, in the sole opinion of Developer, may be reasonably required, convenient, or incidental to the construction or sale of Living Units, including, but not limited to, administrative/customer services, construction offices/trailers, parking signs, identification signs, model units, and sales and resales offices, and the Developer, its guests, licensees and invitees shall have an easement for access to all such facilities. The right to maintain and carry on such facilities and activities shall specifically include the right to use Living Units owned by the Developer, as models and sales offices. Developer further reserves the right for itself and its successors, assigns, contractors, material suppliers and others performing work and furnishing materials to construct Living Units and other improvements upon the Property to conduct business and carry on construction/site development activities during business hours that are customary within the County. This Section may not be amended or modified without the express written consent of the Developer.

Section 3.11 – Maintenance Easement

There is hereby reserved for the benefit of the Association and its agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement to enter upon any Sublot for the purpose of maintaining Originally Installed Landscaping and for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash and debris in order to maintain reasonable standards of health, fire safety, and appearance within the Property, provided that such easements shall not impose any duty or obligation upon Developer or the Association to perform any such actions (unless otherwise provided herein – e.g. see Section 6.4); and provided, further, that in the exercise of its rights hereunder the Association shall be entitled to be reimbursed by such Owner pursuant to Article VII hereof. Furthermore, the Association is granted easement rights to enter upon a Sublot for the purposes set forth in Section 6.4 hereof; i.e. the exterior maintenance of Living Units and the maintenance of Originally Installed Landscaping.

BOOK 541 PAGE 0949

Section 3.12 – Environmental Easement

There is hereby reserved for the benefit of Developer, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement on, over, and across all vacant Sublots for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, and procedures from time to time promulgated or instituted by the Board, the Design Review Committee, or by any governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides and the right to maintain designated “wetland” areas.

Section 3.13 – Scope of Easement and Dedication of Roadways and Utilities

As the improvements to be located within the Property for the easement rights granted or reserved under Sections 3.1 and 3.2 are definable within the specific areas, the Developer or the Association (with the Developer’s prior written consent so long as Developer is a Class “B” Member) shall have the right (but not the obligation) to: (a) limit such easements to specific areas and purposes, and record a document or documents releasing the balance of the lands from the burden of such easements; and/or (b) record a plat or other document or documents setting forth the specific areas subjected to such easements; and/or (c) dedicate to public or private use specific areas (and the improvements contained therein) within the Property to meet the requirements of the County, Township and other public authorities having jurisdiction over the same. The Developer or the Association may exercise any of such rights without the necessity of obtaining the consent or approval of Owners and other Persons for whose benefit the easement rights are granted or reserved.

Section 3.14 – Easements to Run with the Lands

All easements and rights described herein are easements appurtenant to the Property (including the Living Units) and the Common Areas, shall run with said lands perpetually and at all times shall inure to the benefit of and be binding upon the Developer, its successors and assigns, and any Owner, Tenant, Occupant, purchaser, mortgagee, the Township or other Person having an interest in the Property, or any part or portion thereof. Reference to the easements and rights described in any part of this Declaration, in any deed of conveyance, lease, mortgage, trust deed, declaration for another type of residential association, or other evidence of obligation, shall be sufficient to grant such easements and rights to the respective grantees, lessees, mortgagees or trustees of such property, or any portion thereof, and to reserve to the grantor or lessor therein, their successors and assigns, as easements appurtenant to the remainder of the such properties, easements created by this Declaration for the benefit of any Owner, Tenant, Occupant, purchaser, mortgagee, the Township or other Person in respect to any portion of the Property as fully and completely as though such easements and rights were recited fully as set forth in their entirety in such document.

BOOK 541 PAGE 0950

ARTICLE IV
OWNERSHIP AND OPERATION OF COMMON AREAS

Section 4.1 – Conveyances of Common Areas

Developer shall convey the common Areas to the Association. Such conveyance shall have priority over all liens and encumbrances whatsoever except the easements, covenants, restrictions and provisions of this Declaration; easements, covenants, restrictions, conditions and other similar matters of record; real estate taxes and assessments which are a lien, but are not due and payable at the time of said conveyance; and zoning and other ordinances, if any. Developer shall cause the mortgagee of the Common Areas to subordinate its mortgage on such areas in favor of this Declaration. The Association shall hold title to said parcels subject to the provisions of this Declaration.

Section 4.2 – Use of Common Areas

Any Owner may delegate, in accordance with the Code of the Association and subject to reasonable rules, regulations, and limitations as may be adopted in accordance therewith, his or her right of enjoyment to the Common Areas to the members of his or her family, tenants, and social invitees and shall be deemed to have made a delegation of all such rights to the Occupants or Tenants of any leased Living Unit.

ARTICLE V
THE ASSOCIATION

Section 5.1 – Existence

The Association is an Ohio not-for-profit corporation.

Section 5.2 – Membership and Voting Rights

(a) Classes of Membership

The membership of the Association is and shall be divided into two (2) classes:

(1) Class “A” Membership. Each Owner of a Living Unit (including, without limitation, the Developer if the Developer is the record titleholder of a Living Unit) shall automatically be a Class “A” Member of the Association. The Class “A” Membership is appurtenant to the ownership of each Living Unit and shall not be separable from the ownership of any Living Unit and shall be deemed to have been terminated with any voluntary or involuntary conveyance of any Living Unit, whether or not such membership is expressly referred to in the instrument effecting such conveyance, at which time the new Owner or other successor in interest shall immediately and automatically become a Member of the Association with all rights and responsibilities relative thereto. No Owner, whether one or more persons, shall have more than one membership per Living Unit owned.

(2) Class “B” Membership. The Developer shall automatically be the sole Class “B” Member of the Association.

(b) Voting Rights

(1) Class "A" Member. Class "A" Members shall be entitled to one (1) equal vote for each Living Unit in which they hold the interest required for membership under Section 5.2(a)(1) hereof; there shall be only one (1) vote for each Living Unit.

In any situation where a Member is entitled to exercise a vote and more than one (1) Person holds the interest in such Living Unit required for membership, the vote for such Living Unit shall be exercised as those persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advise, the vote of the Living Unit shall be suspended if more than one (1) Person seeks to exercise it.

(2) Class "B" Member. The Class "B" Member shall be the Developer. The Class "B" Member shall be entitled to three (3) votes for each Lot or Living Unit owed by it (the Class B Control Period), provided that the Class B Membership shall cease and become converted to Class A Membership when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership as computed on the basis set forth above. From and after the happening of said event, the Class B Member shall be deemed to be a Class A Member and be entitled to one (1) vote for each Lot owned by it.

Section 5.3 – Board and Officers of the Association

The Trustees of the Board and the Officers of the Association shall be elected as provided in the Code and shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, the Articles of Incorporation and Code, except as otherwise specifically provided.

Section 5.4 – Rights of the Association

Notwithstanding the rights and easements of enjoyment and use created in Article III of this Declaration, and in addition to any right the Association shall have pursuant to this Declaration or in law, the Association shall have the right:

(a) To borrow money from time to time for the purpose of improving the Common Areas, and may secure said financing with a mortgage or mortgages upon all or any portion of property owned by the Association in accordance with its Articles and Code and subject to the provisions of this Declaration.

(b) To take such steps as are reasonably necessary to protect the Common Areas from foreclosure.

(c) To convey the Common Areas or a portion thereof, to a successor; provided, however, that any such conveyance shall require the vote of a majority of the Class "A" Members and the vote of the Class "B" Member, and provided further that such successor shall agree, in writing, to be bound by the easements, covenants, restrictions and spirit of this Declaration.

(d) To enter or authorize its agents to enter on or upon the Property, or any part thereof, when necessary in connection with any maintenance, repair or construction for which

the Association is responsible or has a right to maintain, repair or construct. Such entry shall be made with as little inconvenience to the Owner and Occupants thereof as practicable and any damage caused thereby shall be repaired by the Association.

(e) To grant or obtain or dedicate to public use easements and rights-of-way (i) for access and easements for the construction, extension, installation, maintenance or replacement of utility services and facilities, or (ii) to or from a public utility or governmental authority, and to or from any body or agency which has the power of eminent domain or condemnation over any portion of the Property.

ARTICLE VI RESPONSIBILITIES OF THE ASSOCIATION

The Association shall have the exclusive duty to perform the following functions:

Section 6.1 – Maintenance of Areas of Common Responsibility, Including Roadways and Utilities

The Association shall maintain the Areas of Common Responsibility in a clean, safe, neat, healthy and workable condition, and in good repair, and shall promptly make all necessary repairs and replacements, structural and nonstructural, ordinary as well as extraordinary, subject only to the provisions of this Declaration. The Association may provide equipment and supplies necessary for the maintenance and repair of such property. All work performed by the Association under this Article shall be performed in a good and workmanlike manner. The following are included among such Areas of Common Responsibility:

(a) Entranceway Areas. To operate, and to maintain, repair and replace, any now-existing or hereafter-created entranceway area at or in the vicinity of any entrance to the Property from public or private roads, and all associated landscaping and other related facilities such as mail house structure, walkways, benches, sprinkler systems, signs, lighting, traffic control devices, decorative or screening walls and fences, ponds and fountains and pumps situated at or in the vicinity of the entrance to the Property. The Association shall also pay or reimburse the Developer for any real estate taxes assessed with respect to any such entranceway area and the improvements thereon, and the Association shall unconditionally accept a deed to and hold title to such portions of the Common Areas and the improvements thereon that are the Association's responsibility to maintain.

(b) Perimeter Fences and Walls. To maintain, repair and replace any fences, walls and gates situated within the Common Areas.

(c) Berms along Public Roads. With respect to the berms (including berms within public rights-of-way) and landscaping thereon which are desired or required to be maintained adjacent to the perimeter of the Property to maintain such berms, and any landscaping on such portions of such berms, in good and attractive condition.

(d) Roads and Median Strips; Parking. To accept and hold title to the Association Roads, and to maintain (including snow removal), repair and replace all such Association Roads, bridges, culverts and other crossings (as well as all signs and devices for the control of traffic

BOOK 541 PAGE 0953

within the rights of way of such Association Roads), and to pay all real estate taxes, if any, assessed with respect thereto. Further, to maintain in good and attractive condition all parts of any landscaping now or hereafter within the Common Areas adjacent to any Association Roads and any landscaping, signage or other improvements within any median strip now or hereafter along the Association Roads. Off street parking off of Association Roads shall be utilized only for temporary guest parking.

(e) Street Lighting. With respect to all parts (including, but not limited to, poles, standards, fixtures) of a street lighting system (if any) which may be installed by or at the direction of Developer or the Association in the median strips of or in the rights-of-way of any portion of any of the Association Roads, to maintain the same in good order and condition, to make all replacements and renewals necessary to so maintain the same, and to operate and to pay all costs of operating the same.

(f) Drainage System. To maintain all lakes, ponds (including retention and detention ponds), canals, piping, culverts, drains, and other facilities now or hereafter situated upon any portion of the Property which are intended for the collection, retention, detention, transmittal or disposal of storm-water (including gutters, downspouts and other facilities attached to buildings), in clean and sanitary condition and in good order and repair and to make all replacements and renewals necessary to so maintain the same.

(g) Sanitary Sewer System. To maintain the sanitary sewer lines within the Property that are not the responsibility of the City.

(h) Common Areas. To maintain the Common Areas in good and attractive condition, for the use and enjoyment of Owners. The Association shall also pay or reimburse Developer for any real estate taxes and assessments assessed with respect to any such Common Areas, and the Association shall accept a deed to and hold title to such areas. The obligations set forth in this subsection shall be deemed to run with and burden the party accepting any such deed and title to the Common Areas.

(i) Community Signs. To install, maintain, repair, replace and illuminate all signs located on any portion of the Property which are for the general benefit of the Property.

(j) Maintenance of Non-Association Property. The Association shall maintain property which it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

(k) Rubbish Removal. The Association may provide rubbish removal services, the cost of which services shall be a Common Expense.

Section 6.2 – Taxes and Assessments

The Association shall pay all taxes and assessments levied against portions of the Property owned by the Association and levied against the Areas of Common Responsibility, including, without limitation, personal property taxes, general real estate taxes and special assessments certified by the applicable public authority following conveyance of such property

to the Association, the same to be prorated to the date such property is created as a separate tax parcel and is submitted to this Declaration.

Section 6.3 – Utilities

(a) The Association shall pay all charges for water, sewer, electricity, light, heat or power, telephone and other services used, rented or supplied to or in connection with any property owned and/or operated by the Association. All such utility services shall be contracted for, metered and billed by and through the Association.

(b) The Association shall further pay all charges for maintenance and repair of the sanitary sewer system owned and/or operated by the Association.

Section 6.4 – Insurance and Reconstruction

(a) Insurance. The insurance which shall be carried upon the Common Areas shall be governed by the following provisions:

(1) Casualty Insurance. The Association shall carry casualty insurance on all insurable improvements comprising the Common Areas and all personal property as may be owned by the Association and for which the Association is responsible.

(2) Liability Insurance. The Association shall insure itself, the members of the Board, the Owners and Occupants of Living Units against liability for personal injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Common Areas, including, without limitation, water damage, legal liability, hired automobile, non-owner automobile and off-premises employee coverage, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) in respect to personal injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one occurrence, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to damage to or destruction of property arising out of any one accident. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Owners as a group to an Owner. In the event the insurance effected by the Association on behalf of the Owners and Occupants of Living Units who are not Owners against liability for personal injury or property damage arising from or relating to the Common Areas shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a Common Expense to the Owners. The Association shall also obtain directors (trustees) and officers liability coverage, if reasonably available.

(3) Fidelity Bonds. A fidelity bond indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association, the Board or the Owners in such amount as the Board shall deem desirable, but in no event shall the amount of the bond be less than an amount equal to three (3) months' Assessments. The fidelity bond shall name the Association (or the Insurance Trustee) as the obligee, and the premium for such bond shall be a Common Expense. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond shall provide that it may not be cancelled for non-payment of any

BOOK 541 PAGE 0955

premiums or otherwise substantially modified without ten (10) days prior written notice to the Association and to all Eligible Mortgage Holders.

(4) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association at least thirty (30) days prior to the expiration date of such policies and shall be assessed as Common Expenses.

(5) Unit Owner Insurance. Each Owner may, at his own expense, obtain insurance: (A) covering his Living Unit; and (B) covering the contents of his Living Unit.

(6) Rating of Insurance Company. All policies for insurance of the Association shall be written with a company licensed to do business in Ohio and holding a rating of B/VI or better in the Financial Category as established by A. M. Best Company, Inc. if reasonably available, or, if not available, the most nearly equivalent rating.

Section 6.5 – Management

The Association shall provide the management and supervision for the operation of the Areas of Common Responsibility. The Association shall establish and maintain such policies, programs and procedures to fully implement this Declaration for the purposes intended and for the benefit of the Members and may, but shall not be required to:

- (a) Adopt Rules;
- (b) Engage employees and agents, including without limitation, security personnel, attorneys, accountants and consultants, maintenance firms and contractors;
- (c) Delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company. Such delegation may be evidenced by a management contract which shall provide for the duties to be performed by the managing agent and for the payment to the managing agent of a reasonable compensation. Upon the expiration of each management agreement, the Association may renew said management agreement or enter into a different agreement with the same or a different managing agent, provided that no management agreement or renewal thereof shall be for a period longer than (3) years (subject to the right of either party to terminate the management contract without cause and without payment of a termination fee upon ninety (90) days' written notice to the other party), and provided, further, that the board may designate a different managing agent with whom the Association shall enter into an agreement after the end of the then existing management agreement; and
- (d) The management agreement may be with an entity owned by or associated with Original Developer or owned by, associated with, controlled or employed by any partner, shareholder, officer, director, agent or employee of Original Developer, and may be for a period of time not to exceed three (3) years (subject to the right of either party to terminate the management contract without cause and without payment of a termination fee upon ninety (90) days' written notice to the other party), in Original Developer's sole discretion.

Section 6.6 – Upgrading

The Association may continuously attempt to upgrade the Areas of Common Responsibility for the good and welfare of all of its Members. In so doing the Association is authorized to expend reasonable sums of money for such purpose and intent, subject to the provisions of this Declaration and reasonable monetary considerations.

Section 6.7 – Enforcement

The Association shall take all actions reasonably necessary under the circumstances to enforce the covenants and restrictions set forth in Article VII hereof.

Section 6.8 – Rules and Regulations

The Association, through the Board, may make and enforce reasonable rules and regulations governing the Areas of Common Responsibility, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Code of the Association. An Owner shall be subject to the foregoing sanctions in the event of a violation by such Owner, his family, guests, Tenants or by his co-Owners or the family, guests or Tenants of such co-Owners. Furthermore, the Association, through the Board, may, by contract or other agreement, enforce City ordinances or permit the City or other governmental authority having jurisdiction to enforce ordinances on the Property for the benefit of the Association and its Members.

Section 6.9 – General

The Association shall perform and carry out all other duties and acts reasonably necessary to give effect to and implement the intent of the provisions of this Declaration.

Section 6.10 – Original Developer’s Rights

During the Class “B” Control Period, the Original Developer shall exercise all or any of the powers, rights, duties and functions of the Association, including, without limitation, the right to levy special assessments as authorized herein, the right to enter into a management contract, the right to obtain insurance under Original Developer’s blanket policy (if any), the right to perform each duty and obligation of the Association set forth herein, the right to collect assessments and disburse all funds of the Association, and the right to have a lien (and to foreclose said lien) on a Living Unit for unpaid assessments in the manner and to the extent granted to the Association as herein provided.

Section 6.11 – Restrictions of Other Documents

Nothing contained in these Restrictions shall preclude the imposition of more stringent restrictions imposed elsewhere in this Declaration, restrictions imposed in deeds conveying the Property or portions thereof and, so long as such restrictions are not inconsistent with restrictions imposed by this Declaration, the Master Declaration or those adopted by the Board. The City is a third party beneficiary of these covenants and restrictions; provided, however, if the

City's zoning, building or other requirements or ordinances and general law are more restrictive than these covenants and restrictions, the City's requirements shall prevail.

ARTICLE VII
ASSESSMENTS

Section 7.1 – Definition of Assessments

As used in this Declaration, Assessments shall mean all of the costs and expenses incurred by the Association in the exercise of its obligations with respect to the Areas of Common Responsibility, including, without limitation:

- (a) All expenditures required to fulfill the responsibilities of the Association, including, but not limited to, expenditures relating to maintenance fees;
- (b) All amounts incurred in collecting Assessments, including all legal and accounting fees;
- (c) Reserves for uncollectible Assessments, unanticipated expenses, replacements, major repairs and contingencies;
- (d) Annual capital additions and improvements and/or capital acquisitions (but not repairs or replacements) having a total cost in excess of Five Thousand Dollars (\$5,000.00), without in each case the prior approval of the Class "B" Member and the vote of at least a majority of the Class "A" Members. In case of an emergency requiring prompt action to avoid further loss, the Board shall have the discretion to expend whatever is necessary to mitigate such loss.
- (e) Such other costs, charges and expenses which the Association in its sole discretion determines to be necessary and appropriate within the meaning and spirit of this Declaration.

Section 7.2 – Responsibility for Payment of Annual Assessments

The Developer or the Board shall prepare or cause the preparation of an annual operating budget for the Association and shall fix the amount of the Assessments. Written notice of the Assessments shall be sent to the Owner of each Living Unit. The Owner of each Living Unit shall pay his proportionate share of Annual Assessments and any Additional Assessments in the manner and at such time as provided for herein. Payment of Assessments may be required by the Developer or Board on a monthly, quarterly, semi-annual or annual basis. As Sublots are improved with Living Units, the Owners thereof shall commence payment of the Assessments. The amount of Assessments attributable to Living Units shall be established as of January 1 of each year and each Living Unit shall pay an equal amount of the Assessments.

Section 7.3 – No Exemption for Non-Use of Facilities: No Refund of Reserves

A Member not otherwise exempt from the Assessments may not exempt himself from liability for Assessments levied against him by waiver of the use of the Common Areas that are

owned and/or operated by the Association. Furthermore, no Member shall be entitled to any portion of the funds held for reserves; nor shall any Owner have a claim against the Association with respect thereto.

Section 7.4 – Creation of Lien and Personal Obligation

Each Owner hereby covenants and agrees by acceptance of the deed to a Living Unit whether or not it shall be so expressed in any such deed or other conveyance, to pay to the Association all Assessments levied against such Owner in accordance with this Declaration on or before the due date for any such Assessment. In the event that the Assessment is not paid by the tenth (10th) day of the month, then such Assessment shall be “delinquent” and the Assessment, together with the Costs of Collection, as hereinafter defined in Section 9.3 hereof shall, upon “Perfection” as provided in Section 8.1, become a continuing lien upon the interest of such Person in his Living Unit and shall bind such Owner, his heirs, devisees, personal representatives, successors and assigns. A co-Owner of a Living Unit shall be personally liable, jointly and severally, with all other co-Owners for all Assessments made by the Association with respect to said Living Unit.

Section 7.5 – Non-Liability of Foreclosure Sale Purchaser for Past Due Assessments

Where the mortgagee of a first mortgage of record acquires an Ownership Interest as a result of foreclosure of the mortgage or an acceptance of a deed in lieu of foreclosure, such mortgagee, its successors and assigns, shall not be liable for the Assessments levied against the Owner of such Ownership Interest prior to the acquisition of the Ownership Interest. The Owner or Owners of an Ownership Interest prior to the judicial sale thereof shall be and remain personally liable, jointly and severally, for the Assessments accruing against the judicially sold Ownership Interest prior to the date of the judicial sale as provided in Section 9.3, but any unpaid part of the Assessments shall be assessed and levied against all of the Owners, including the Owner of the Ownership Interest foreclosed, his successors or assigns, at the time of the first Assessment next following the acquisition of title by such mortgagee, its successors and assigns.

Section 7.6 – Liability for Assessments on Voluntary Conveyance

Upon the voluntary conveyance of an Ownership Interest the grantee of the Ownership Interest shall be jointly and severally liable with the grantor for all unpaid Assessments levied pursuant to this Declaration against the grantor of his Ownership Interest prior to the time of the grantor’s conveyance, without prejudice to the grantee’s right to recover from the grantor the amounts paid by the grantee therefor. However, any such prospective grantee, upon written request delivered to the Association, shall be entitled to a statement from the Trustees of the Board or an officer of the Association setting forth the amount of all unpaid Assessments due the Association with respect to the Ownership Interest to be conveyed and such grantee shall not be liable for, nor shall the Ownership Interest conveyed be subject to a lien, for any unpaid Assessments which become due prior to the date of the making of such request if the same are not set forth in such statement. The Association may require the advance payment of a processing fee for the issuance of the Certificate of Compliance. A devise of an Ownership Interest or the distribution of said Ownership Interest pursuant to the Statute of Descent and Distribution shall be deemed to be a voluntary conveyance. An unpaid Assessment shall not be deemed a charge or lien against the Ownership Interest until perfected as such pursuant to Article VIII.

BOOK 541 PAGE 0959

Section 7.7 – Additional Assessments

If the Assessments shall for any reason prove to be insufficient to cover the actual expenses incurred by the Association, the Association shall, at such time as it deems it necessary and proper, levy an additional assessment (the “Additional Assessment”) against the Owners of Living Units. Each such Owner shall pay an equal share of each such Additional Assessment as if the Additional Assessment were part of the original Assessment.

Section 7.8 -- Due Date of Assessments

The due date of the Annual Association Assessment shall be January 1 in each year, payable in monthly installments. The due date of any Additional Assessment shall be fixed in the Resolution authorizing the assessment. Written notice of such Additional Assessment shall be given to each Owner at least sixty (60) days in advance of such due date. Once an Additional Assessment is authorized and notice is given, there shall be no requirement for additional notice prior to any installments which may be due.

Section 7.9 – Exempt Property

Notwithstanding anything to the contrary herein, Sublots owned by the Developer and the Common Areas shall be exempt from payment of Assessments or Additional Assessments.

Section 7.10 – Assessments under Master Declaration

The Association has the right (but not the obligation) to collect from Owners the assessments due the Owners to Master Association under the Master Declaration and remit the amounts so collected to Master Association.

Section 7.11– City Assessments

The City shall have the right, but not the obligation, to impose any special assessments for improvements made by the City, which would otherwise be a lien on the Common Areas or Living Units, on an equitable basis to be determined by the City.

ARTICLE VIII
LIENS

Section 8.1 – Perfection of Lien

If any Owner shall fail to pay an Assessment or Additional Assessment levied in accordance with this Declaration (such Owner hereinafter referred to as the “Delinquent Owner”) when due and such Assessment or Additional Assessment is delinquent, or if an Owner shall violate any rule or breach any restriction, covenant or provision contained in this Declaration or in the Code, the Board may authorize the perfection of a lien on the Ownership Interest of the delinquent and/or violating Owner by filing for record with the Recorder of Portage County, a Certificate of Lien. The Certificate of Lien shall be in recordable form and shall include the following:

BOOK
541
PAGE 0960

- (a) The name of the delinquent Owner.
- (b) A description of the Ownership Interest of the delinquent Owner.
- (c) The entire amount claimed for the delinquency and/or violation, including interest thereon and Costs of Collection (defined in Section 9.3).
- (d) A statement referring to the provisions of this Declaration authorizing the Certificate of Lien.

Section 8.2 – Duration of Lien

Said lien shall remain valid for a period of five (5) years from the date of filing of said Certificate of Lien, unless sooner released or satisfied in the same manner provided by law for the release or satisfaction or mortgages on real property, or discharged by the final judgment or order of a court in action to discharge such lien. A lien may be renewed by the subsequent filing of a certificate of lien prior to the expiration of the five (5) year period referred to above.

Section 8.3 – Priority

A lien perfected under this Article VIII shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide mortgagees which have been hereto fore filed for record. A lien perfected pursuant to this Article may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association after authorization from the Board. In any such foreclosure action, the affected Owner shall be required to pay reasonable rental for such Ownership Interest during the pendency of such action and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. Any funds received at the judicial sale of the delinquent Owner's Ownership Interest in excess of mortgage liens, court costs and the taxes and assessment liens shall be paid over to the Association to the extent of its lien.

Section 8.4 – Dispute as to Assessment

The Developer or any Owner or Developer who believes that an Assessment levied by the Association against him for which a Certificate of Lien has been filed by the Association has been improperly determined, may bring an action under the Arbitration Provisions contained in Section 13.9 of this Declaration for the discharge of all or any portion of such lien; but the lien shall continue until the actual amount of the lien so determined is paid in full or otherwise be fully discharged.

Section 8.5 – No Waiver Implied

The creation of a lien upon an Ownership Interest owned by a delinquent Owner shall not waive, preclude or prejudice the Association from pursuing any and all other remedies granted to it elsewhere in this Declaration, whether at law or in equity.

Section 8.6 – Personal Obligations

The obligations created pursuant to this Article VIII shall be and remain the personal obligations of the delinquent Owner until fully paid, discharged or abated and shall be binding on the heirs, personal representatives, successors and assigns of such delinquent Owner.

ARTICLE IX
REMEDIES OF THE ASSOCIATION

Section 9.1 – Denial of Voting Rights

If any Owner fails to pay an Assessment when due, such Owner and the Occupants of any and all Living Units of such Owner shall not be entitled to vote on Association matters until said Assessment is paid in full.

Section 9.2 – Specific Remedies

The violation of any Rule, or the breach of any restriction, covenant or provision contained in this Declaration or in the Code, shall give the Association and the Original Developer the right, in addition to all other rights set forth herein and provided by law, (a) to enter upon the Living Unit or Sublot 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 of the Ownership Interest where the violation or breach exists, any structure, thing, or condition that may exist thereon, which is contrary to the intent and meaning of this Declaration, the Code, or the Rules, and the Association, or its designated agent shall not thereby be deemed guilty in any manner of trespass; (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; (c) to commence and prosecute an action for specific performance or an action to recover any damages which may have been sustained by the Association or any of its Members as well as an action for punitive damages if warranted; and/or (d) to collect costs of suit and reasonable attorneys' and paralegals' fees incurred in connection with the exercise by the Association of any remedies hereunder, the same to be deemed "Costs of Collection" under Section 9.3 hereof.

Section 9.3 – Cost of Collection

If any Owner fails to pay any Assessment when due or upon delinquency in the payment of any sums or costs due under this Declaration, the Association may pursue any or all of the following remedies, which remedies shall be in addition to any other remedy available in this Declaration, or at law or in equity:

(a) Sue and collect from such Owner the amount due and payable, together with interest thereon as provided in this Declaration and Costs of Collection (hereafter defined).

(b) In addition to the amount referred to in (a) above, the Association may assess against such Owner, liquidated damages, not to exceed fifteen percent (15%) of the amount of the delinquency or One Hundred Dollars (\$100.00), whichever amount is greater, said amount to be determined by the Board; provided, however, in no event shall said amount exceed the highest interest rate chargeable to individuals under applicable law. Said liquidated damages shall be in

addition to interest, the expenses of collection incurred by the Association, such as attorneys' fees, paralegals' fees, court costs and filing fees. The actual expenses of collection and the liquidated damages shall hereinafter be referred to as "Cost of Collection".

- (b) Foreclose a lien filed in accordance with Article VIII of this Declaration in the same manner as provided by the laws of the State of Ohio for the foreclosure of real estate mortgages.

Section 9.4 – Binding Effect

The remedies provided in this Article IX against a Delinquent Owner may also be pursued against the heirs, executors, administrators, successors and assigns and grantees of such Owner.

ARTICLE X
NO PARTITION

Except as is permitted in this Declaration or in any amendments thereof, there shall be no physical partition of the Common Areas or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition. This Article shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE XI
CONDEMNATION

Whenever all or any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, the Association shall give each Owner notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Areas on which improvements have been constructed, then unless within sixty (60) days after such taking the Developer (so long as the Developer is a Class "B" Member), and at least seventy-five percent (75%) of the Class "A" Members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor, in accordance with plans prepared by the Design Review Committee and approved by the Board. If such improvements are to be repaired or restored, the provisions in Section 6.5 hereof regarding the disbursement of funds in respect to casualty damage or destruction shall apply. If the taking does not involve any improvements on the Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine in its sole and absolute discretion.

BOOK 541 PAGE 0963

ARTICLE XII
MORTGAGEES' RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Living Units and Sublots. To the extent applicable necessary or proper, the provisions of this Article shall apply to both this Declaration and to the Code. Where indicated, these provisions apply only to Eligible Mortgage Holders; provided, however, that voting percentages set forth herein are subject to and controlled by higher percentage requirements, if any, set forth elsewhere in this Declaration for specific actions.

Section 12.1 – Notices of Action

An Eligible Mortgage Holder who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the address of the Sublot), will be entitled to timely written notice of:

- (a) any proposed termination of the Association;
- (b) any condemnation or casualty loss which affects a material portion of the Property or which affects any Living Unit on which there is a first mortgage held, insured, or guaranteed by an Eligible Mortgage Holder;
- (c) any delinquency in the payment of assessments or other charges owed by an Owner subject to the mortgage of such Eligible Mortgage Holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days;
- (d) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or
- (e) any proposed action which would require the consent of eligible holders, as required in Sections 12.2 of this Article.

If an Eligible Mortgage holder fails to submit a response to any written proposal for an amendment under this Article XIV within thirty (30) days after it receives proper notice of the proposal, the implied approval of such Eligible Mortgage Holder to the proposal shall be deemed assumed, provided, the notice was delivered by certified or registered mail, with a "return receipt" requested.

Section 12.2 – Other Provisions for First Lien Holders

To the extent possible under Ohio law:

- (a) Any restoration or repair of the Property following a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval of the Eligible Mortgage Holders on Living Units to which as least fifty-one percent (51%) of the votes of Living Units and the Eligible Mortgage Holders of first mortgages of the Class "A" and the Class "B" Members, subject to mortgages held by such Eligible Mortgage Holders, are allocated, is obtained to act otherwise.

(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Mortgage Holders on Living Units of at least fifty-one percent (51%) of the votes of Living Units and the Eligible Mortgage Holders of first mortgages of the Class "A" Members and the Class "B" Member, subject to mortgages held by such Eligible Mortgage Holders.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.1 – Covenants Run with the Property: Binding Effect

All of the Easements, Covenants and Restrictions which are imposed upon, granted and/or reserved in this Declaration constitute Easements, Covenants and Restrictions running with the Property and are binding upon every subsequent transferee of all or any portion thereof, including, without limitation, grantees, Tenants, Owners and Occupants.

Each grantee accepting a deed or Tenant accepting a lease (whether oral or written) which conveys any interest in any portion of the Property that is submitted to all or any portion of this Declaration, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by all provisions of this Declaration and to incorporate said Declaration by reference in any deed, lease or other agreement of all or any portion of his interest in any real property subject hereto.

Each grantee accepting a deed or Tenant accepting a lease (whether oral or written) which conveys any interest in any portion of the Property that is submitted to all or any portion of this Declaration, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by all provisions of the Master Declaration, as amended, and to incorporate the Master Declaration by reference in any deed, lease or other agreement of all or any portion of his interest, in any real property subject hereto.

Section 13.2 – Duration

Unless sooner terminated as hereinafter provided, the Easements, Covenants and Restrictions of this Declaration shall continue for a term of fifty (50) years from the date this Declaration is recorded, after which time, said covenants and restrictions shall automatically be extended for successive periods of ten (10) years each unless terminated by an instrument signed by Members entitled to exercise not less than seventy-five percent (75%) of the Class "A" Members and by the Class "B" Member.

Section 13.3 – Notices

Any notices required to be given to any Person under the provisions of this Declaration shall be deemed to have been given when personally delivered to such Person's Living Unit or mailed, postage prepaid, to the last known address of such Person or principal place of business if a corporation; provided, however, that a notice of "delinquency" of any payment due

hereunder shall be made by personal delivery to such Living Unit or principal place of business if a corporation, or by certified or registered mail, return receipt requested, or by telegram. The effective date of such a notice shall be the date said notice is personally delivered, or postmarked, or the date the telegraph company receives the message, as the case may be.

Notices to the Developer shall be deemed given only when received and must be either hand delivered or mailed by certified or registered mail, postage prepaid, to Developer, 6405 York Rd., Parma Heights, Ohio 44130, with a copy to Jeffrey S. Richardson, Esquire, 6285 Pearl Rd., Suite 8, Cleveland, Ohio 44130.

Section 13.4 – Enforcement – Waiver

Enforcement of the Easements, Covenants and Restrictions may be by any proceeding at law or in equity against any Person or Persons violating or attempting to violate any Easement, Covenant or Restriction, either to restrain violation or to recover damages against the Person or Ownership Interest, or to enforce any lien perfected pursuant to this Declaration. The failure by the Association or any one permitted by this Declaration to enforce any Easement, Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 13.5 – Construction of the Provisions of this Declaration

The Developer, the Association or the Design Review Committee, where specifically authorized herein to act, shall have the right to construe and interpret the provisions of this Declaration and in the absence of an adjudication by arbitrator(s) or a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all Persons or property which benefit or which are bound by the provisions hereof. Any conflict between any construction or interpretation of the Developer, the Association or the Design Review Committee and that of any Person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation by the Developer, the Association or the Design Review Committee, as the case may be.

The Association may adopt and promulgate Rules regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting Rules and in making any finding, determination, ruling or order, or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association and the Design Review Committee, as the case may be, shall take into consideration the best interests of the Developer(s), Owners, Tenants and Occupants to the end that Stonecreek shall be preserved and maintained as a high quality, residential community.

Section 13.6 – Reservations by Developer – Exempt Property

(a) Developer reserves the right and easement for itself and owners of nearby lands to whom Developer, in Developer's sole discretion, may grant the same right and easement, to tie into, use, repair, maintain and replace without charge any and all common lines, pipes, utilities, conduits, ducts, wires, cables, private roads and rights-of-way in, on, or over the Property (as the Property may be expanded by a Subsequent Amendment) or any part thereof that will not materially interfere with the use or operation of a building or structure or other improvement thereon, in connection with the development and/or operation of real property. Any damage to buildings, improvements and real estate (including landscaping, if any) caused thereby shall be

promptly repaired and restored to its prior condition by the party to whom such right and easement had been granted.

(b) Developer hereby reserves the right to grant to or enter into any easements or covenants for the installation, maintenance, service or operation of any and all common lines, pipes, utilities, conduits, ducts, wires, cables, private roads and rights-of-way in, on, or over the Property (as the Property may be expanded), or any part thereof that will not materially interfere with the use or operation of a building, structure or other improvement thereon. Any damage caused thereby shall be promptly repaired and the land shall be restored to its prior condition.

(c) Developer reserves the right to enter into covenants and easements with any utility or public authority which Developer believes, in its sole discretion, to be in the best interests of the developer of the Property (as the Property may be expanded).

(d) Developer reserves the right to perform or cause to be performed such work as is incident to the completion of the development and improvement of the Property (as the Property may be expanded by a Subsequent Amendment), owned or controlled by the Developer, notwithstanding any covenant, easement, restriction or provision of this Declaration or its exhibits, which may be to the contrary.

(e) Developer reserves the right to impose, reserve or enter into additional covenants, easements, and restrictions with grantees of Living Units and Sublots as long as such additional easements, covenants and restrictions are not in conflict with the rights, duties and obligations of Owners as set forth in this Declaration.

(f) Each reservation, right and easement specified or permitted pursuant to this Article shall include the right of ingress and egress for the full utilization and enjoyment of the rights reserved and/or granted herein. The word "common" as used in this paragraph shall mean any and all lines, pipes, utilities, conduits, ducts, wires, cables, private roads and rights-of-way intended for the use of or used by more than one Owner. Any easements or rights referred to in this Article, whether granted by Original Developer prior to the filing of this Declaration or subsequent thereto, shall at all times have priority over the provisions of this Declaration and any lien created under this Declaration.

(g) So long as Developer is a Class "B" Member, no Person shall record any declaration of covenants, conditions and restrictions or similar instrument affecting any portion of the Property without Developer's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Developer.

Section 13.7 – Assignability by Developer

The Developer, and its successors shall have the right from time to time to assign all or any part of its rights as a Developer under this Declaration (but not the rights expressly conferred upon the Original Developer), provided that the deed or other writing selected by Developer, in Developer's sole discretion, shall expressly state that the rights of a Developer shall be assigned. Any such assignment may provide that said assignee shall have the rights of a Developer (other

than those rights reserved by the Developer in any such assignment) set forth in this Declaration with respect to the Living Units and/or real property owned by such designee.

Section 13.8 – Severability

Invalidation of any one of the easements, covenants, restrictions or provisions contained herein shall in no way affect any other provision, all of which shall remain in full force and effect.

Section 13.9 – Arbitration

Unless otherwise provided in this Declaration, any controversy, dispute or claim arising out of or relating to this Declaration or the breach thereof shall be settled by arbitration in Cleveland or Akron, Ohio in accordance with the Commercial Rules of the American Arbitration Association and the judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction hereof.

Section 13.10 – Litigation

No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by the vote of seventy-five percent (75%) of the Class “A” Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Articles VII and VIII hereof, (c) proceedings involving challenges to real estate taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Developer or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 13.11 – Validity of Mortgages

No violation of any Easement, Covenant or Restriction of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees’ foreclosure sale, shall be bound by and subject to this Declaration as fully as any other Owner of any portion of the Property.

Section 13.12 – Amendment of Declaration

Except as expressly provided to the contrary in this Declaration, this Declaration may be amended as follows:

(a) For so long as the Developer or a successor designated by the Developer is the Owner of a fee simple interest in the Property, the Original Developer shall be entitled from time to time to amend or modify any of the provisions of this Declaration or to waive any of the provisions, either generally or with respect to particular real property, if in its judgment, the development or lack of development of the Property requires such modification or waiver, or if in its judgment the purposes of the general plan of development of the Living Units will be better served by such modification or waiver, provided no such amendment, modification or waiver shall materially and adversely affect the value of existing Living Units or shall prevent a Living

Unit from being used by the Owner in the same manner that said Living Unit was used prior to the adoption of said amendment, modification or waiver. To modify the Declaration in accordance with this paragraph, Original Developer shall file a supplement to this Declaration setting forth the Amendment, which supplement need not be but shall, at Original Developer's request, be executed by the Association and all Owners of real property within the Property. Each such Owner, by accepting a deed to his Living Unit or other real property, hereby appoints Original Developer his attorney-in-fact, coupled with an interest, to execute on his behalf any such amendments. Each amendment shall be effective when signed by the Developer and filed for record with the Recorder of Portage County.

(b) This Declaration may also be amended by Developer or the Association at any time and from time to time for the purpose of: (1) complying with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public entity, or private insurance company which performs (or may in the future perform) functions similar to those currently performed by such entities; or (2) inducing any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages; or (3) correcting clerical or typographical or obvious factual errors in this Declaration or any Exhibit hereto or any supplement or amendment hereto; or (4) complying with the underwriting requirements of insurance companies providing casualty insurance, liability insurance or other insurance coverage's for the Association; or (5) bringing any provision hereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination; or (6) correcting obvious factual errors or inconsistencies between this Declaration and other documents governing Stonecreek, the correction of which would not materially impair the interest of any Owner or Eligible Mortgage Holder; or (7) enabling a title insurance company to issue title insurance coverage with respect to the Property or any portion thereof. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Developer and/or to the Board to vote in favor of, make, or consent to a Subsequent Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting any portion of the Property and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of the power to the Developer to vote in favor of, make and record a Subsequent Amendment. To effect said amendment, Developer shall file a supplement to the Declaration setting forth the Subsequent Amendment which shall be signed by Developer and shall be effective upon the filing of the Subsequent Amendment with the Portage County Recorder.

(c) Developer shall have the right to amend this Declaration at any time and from time to time in accordance with or in implementation of any of the rights granted to or reserved by Developer in this Declaration.

(d) Except as expressly provided in this Declaration, and after expiration of the period set forth in (a) of this Article, any provision of this Declaration may be amended or repealed following a meeting of the Members held for such purpose, by the affirmative vote of the Class "B" Member and the vote of at least a majority of the voting power of the Class "A" Members unless a greater percentage of vote is required pursuant to this Declaration or in accordance with the statutes of the State of Ohio; provided, however, that any amendment which would terminate or materially affect the easements set forth in Article III of this Declaration shall

not be amended (except as expressly provided to the contrary in this Declaration) unless all persons whose rights are terminated or materially affected shall affirmatively consent in writing to such amendment; provided further, that any amendment affecting the rights of Developer in this Declaration shall not be effective without the prior written consent of Developer. Written notice shall be given each Member at least ten (10) days in advance of the date of the meeting held for the purpose of amending this Declaration, which notice shall expressly state the modification to be considered at such meeting. Each amendment shall be effective when signed by the President and one other officer of the Association, signed by the Developer if the amendment affects the rights of the Developer and filed for record with the Portage County Recorder.

Section 13.13 – Interest Rates

After this Declaration shall have been recorded for five (5) years or more, the Board shall have right to change any interest rate or late payment charge referred to herein by majority vote, but in no event shall said interest rate or late payment charge exceed the highest interest rate chargeable to individuals under applicable law.

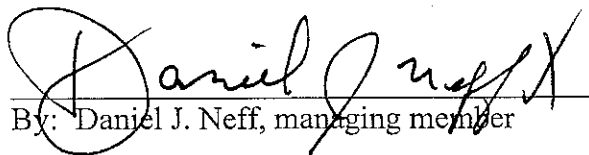
Section 13.14 – Headings

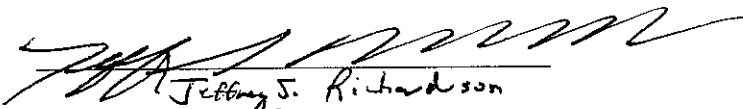
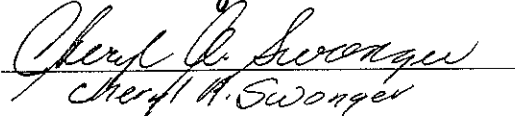
The heading of each Article and of each paragraph in this Declaration is inserted only as a matter of convenience and for reference and in no way defines, limits or describes the scope or intent of this Declaration or in any way affects this Declaration.

IN WITNESS WHEREOF, the parties have signed this document this 12TH day of JUNE, 2000.

Signed in the presence of:
(the names of the witnesses must either be typed or printed below their signatures)

DJN Holdings, Ltd. *X*
an Ohio Limited Liability Company


By: Daniel J. Neff, managing member


Jeffrey S. Richardson

Cheryl A. Swonger

(The names of the witness must be either typed or printed below their signatures)

BOOK 541 PAGE 0970

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS:

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named DJN Holdings, Ltd., a limited liability company, by DANIEL J. NEFF, Managing Member, personally known to me, who acknowledged that he did sign the foregoing instrument as such officer, and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official Seal at Parma Heights, Ohio this 12th day of JUNE, 2000.

Elayne M. O'Connor
Notary Public

ELAYNE M. O'CONNOR
NOTARY PUBLIC, STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires June 24, 2002

BOOK 541 PAGE 0971

Legal Description
Hunter Ridge Cluster Homes – Block F
March 2, 2000
File No. 11675D-LD001

Situated in the City of Streetsboro, County of Portage, State of Ohio and known as being part of Original Streetsboro Township, Lot Nos. 13 and 14 and is further bounded and described as follows:

Beginning at a 7/8" iron pin found in the center line of Frost Road (60 feet wide) at the Southeasterly corner of said Original Lot No. 13. Thence North 88°-10'-52" West, along said center line of Frost Road, a distance of 1601.73 feet to the center line of Greentree Parkway (60 feet wide). Thence North 01°-49'-08" East, along said center line of Greentree Parkway, a distance of 120.19 feet to a 5/8" iron pin (#7065) found at a point of curvature therein. Thence Northeasterly, continuing along said center line of Greentree Parkway, along the arc of a curve deflecting to the right, a distance of 148.79 feet to a 5/8" iron pin (#7065) found at the point of tangency therein. Said arc having a radius of 200.00 feet, a central angle of 42°-37'-35" and a chord which bears North 23°-07'-55.5" East, a distance of 145.39 feet. Thence North 44°-26'-43" East, continuing along said center line of Greentree Parkway, a distance of 154.67 feet to a 5/8" iron pin (#7065) found at a point of curvature therein. Thence Northeasterly continuing along said center line of Greentree Parkway, along the arc of a curve deflecting to the left, a distance of 150.17 feet to a 5/8" iron pin (#7065) found at the point of tangency therein. Said arc having a radius of 200.00 feet, a central angle of 43°-01'-13" and a chord which bears North 22°-56'-06.5" East, a distance of 146.67 feet. Thence North 01°-25'-30" East, continuing along said center line of Greentree Parkway, a distance of 205.25 feet to a 5/8" iron pin (#7065) found at a point of curvature therein. Thence Northeasterly, continuing along said center line of Greentree Parkway, along the arc of a curve deflecting to the right, a distance of 1143.60 feet to a 5/8" iron pin (#7065) found at a point of compound curvature therein. Said arc having a radius of 811.06 feet, a central angle of 80°-47'-16" and a chord which bears North 41°-49'-08" East, a distance of 1051.20 feet. Thence Southeasterly, continuing along said center line of Greentree Parkway, along the arc of a curve deflecting to the right, a distance of 313.43 feet to a 5/8" iron pin (#7065) found at a point of reverse curvature therein. Said arc having a radius of 800.00 feet, a central angle of 22°-26'-52" and a chord which bears South 86°-33'-48" East, a distance of 311.43 feet. Thence Southeasterly,

continuing along said center line of Greentree Parkway, along the arc of a curve deflecting to the left, a distance of 27.79 feet to a 5/8" iron pin (#7065) found at a point of compound curvature therein. Said arc having a radius of 750.00 feet, a central angle of 02°-07'-23" and a chord which bears South 76°-24'-03.5 East, a distance of 27.79 feet. Thence Northeasterly, continuing along said center line of Greentree Parkway, along the arc of a curve deflecting to the left, a distance of 427.93 feet to a 5/8" iron pin (#7065) found at a point of reverse curvature therein. Said arc having a radius of 600.00 feet, a central angle of 40°-51'-51" and a chord which bears North 82°-06'-19.5" East, a distance of 418.91 feet. Thence North 28°-19'-36" West, a distance of 30.00 feet to a point of reverse curvature in a Northerly right of way line of said Greentree Parkway. Thence Northeasterly, along said Northerly right of way line of Greentree Parkway, along the arc of a curve deflecting to the right, a distance of 26.23 feet to a 5/8" iron pin (#7065) set at the principal place of beginning of the land herein described. Said arc having a radius of 430.00 feet, a central angle of 03°-29'-40" and a chord which bears North 63°-25'-14" East, a distance of 26.22 feet;

- Course 1 Thence North 53°-43'-04" West, a distance of 11.91 feet to a 5/8" iron pin (#7065) set;
- Course 2 Thence North 28°-02'-05" West, a distance of 42.45 feet to a 5/8" iron pin (#7065) set;
- Course 3 Thence South 88°-51'-05" West, a distance of 23.17 feet to a 5/8" iron pin (#7065) set;
- Course 4 Thence North 86°-19'-21" West, a distance of 63.70 feet to a 5/8" iron pin (#7065) set;
- Course 5 Thence North 39°-02'-18" West, a distance of 77.13 feet to a 5/8" iron pin (#7065) set;
- Course 6 Thence North 28°-19'-59" East, a distance of 24.34 feet to a 5/8" iron pin (#7065) set;
- Course 7 Thence North 18°-41'-05" East, a distance of 68.51 feet to a 5/8" iron pin (#7065) set;

March 2, 2000
File No. 11675D-LD0001

- Course 8 Thence North $03^{\circ}-08'-34''$ East, a distance of 92.77 feet to a $5/8''$ iron pin (#7065) set;
- Course 9 Thence North $89^{\circ}-56'-21''$ East, a distance of 627.25 feet to a $5/8$ iron pin (#7065) set;
- Course 10 Thence South $00^{\circ}-42'-22''$ West, a distance of 64.62 feet to a $5/8''$ iron pin (#7065) set;
- Course 11 Thence South $04^{\circ}-11'-59''$ West, a distance of 23.60 feet to a $5/8''$ iron pin (#7065) set;
- Course 12 Thence South $00^{\circ}-22'-37''$ East, a distance of 48.15 feet to a $5/8''$ iron pin (#7065) set;
- Course 13 Thence South $12^{\circ}-44'-58''$ West, a distance of 84.59 feet to a $5/8''$ iron pin (#7065) set;
- Course 14 Thence South $74^{\circ}-33'-31''$ East, a distance of 58.71 feet to a $5/8''$ iron pin (#7065) set;
- Course 15 Thence North $85^{\circ}-35'-04''$ East, a distance of 40.82 feet to a $5/8''$ iron pin (#7065) set;
- Course 16 Thence South $31^{\circ}-35'-51''$ East, a distance of 41.42 feet to a $5/8''$ iron pin set in a Westerly line of the Greentree Village Subdivision No. 3 as shown by the recorded plat in Plat Book 94, Page 47 of Portage County Records;
- Course 17 Thence South $00^{\circ}-50'-44''$ West, along said Westerly line of said Greentree Village Subdivision No. 3, a distance of 165.87 feet to a $5/8''$ iron pin (#7065) found at a Southwesterly corner thereof and a point of curvature in a Northeasterly right of way line of Greentree Parkway, as aforesaid;
- Course 18 Thence Northwesterly, along said Northeasterly right of way line of Greentree Parkway, along the arc of a curve deflecting to the right, a distance of 162.29 feet to a point of reverse curvature therein. Said arc having a radius of 502.61 feet, a central angle of $18^{\circ}-30'-02''$ and a chord which bears North $59^{\circ}-04'-03''$ West, a distance of 161.59 feet;

March 2, 2000
File No. 11675D-LD001

Course 19 Thence Northwesterly, along a Northerly right of way line of said Greentree Parkway, along the arc of a curve deflecting to the left, a distance of 487.93 feet to the principal place of beginning. Said arc having a radius of 430.00 feet, a central angle of $65^{\circ}-00'-54''$ and a chord which bears North $82^{\circ}-19'-29''$ West, a distance of 462.17 feet. Said parcel of land contains 4.3672 Acres (190,235 Square Feet) of land according to a survey made by Thomas J. Neff, Jr. Registered Surveyor No. 7065-Ohio in December of 1997. The subject area being part of the same land conveyed to DJN Holdings, Ltd. by deed recorded in O.R. Volume 493, Page 178 of Portage County Records.

The basis of bearings for the area surveyed is North $88^{\circ}-25'-00''$ West, as a portion of the center line of Frost Road as evidenced by the recorded plat in Plat Volume 16, Page 15 of Portage County Records.

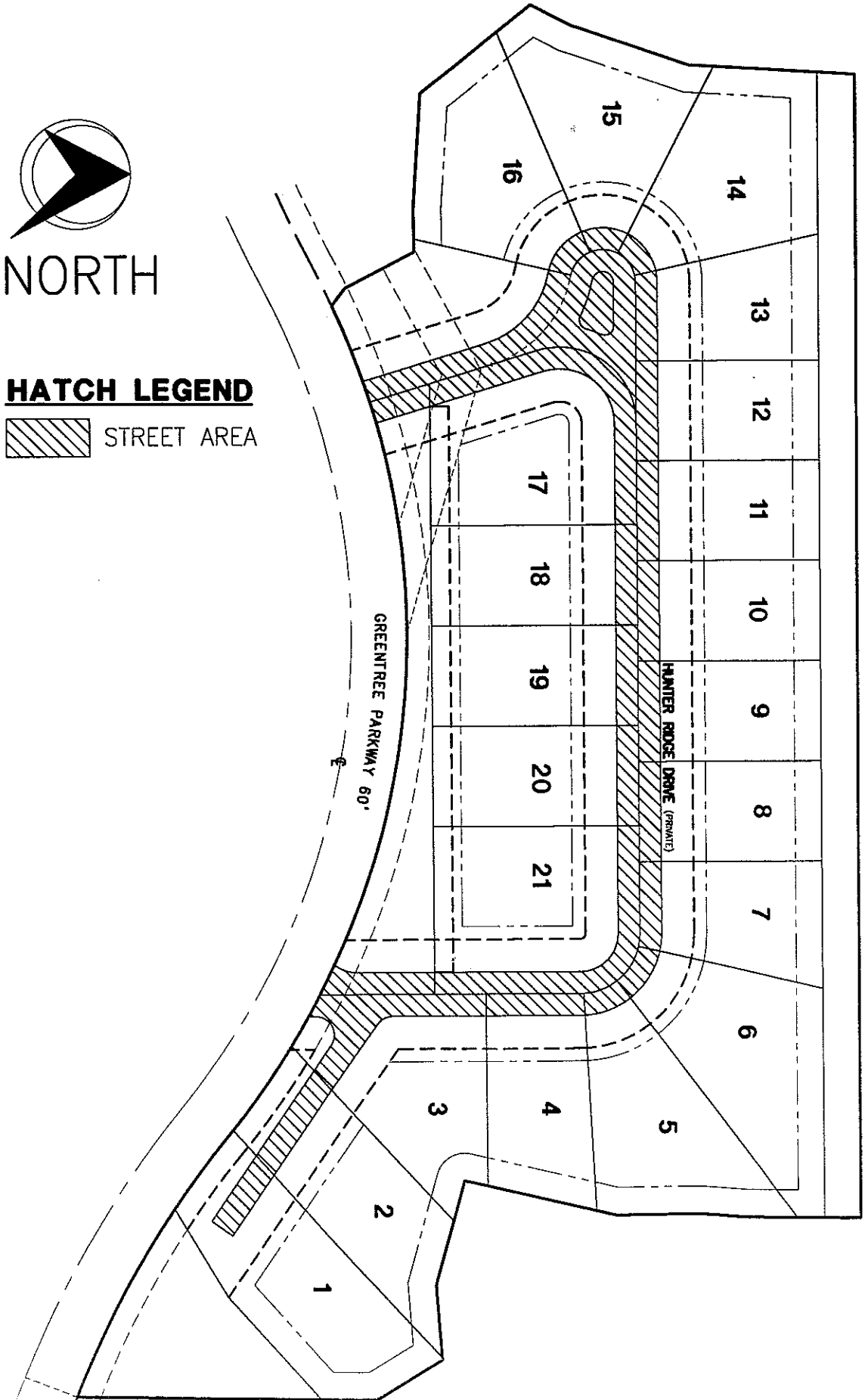
Be the same more or less but subject to all legal highways.

BOOK 541 PAGE 0975

EXHIBIT "B"



HATCH LEGEND





NEFF & ASSOCIATES
A PROFESSIONAL CORPORATION
ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS
SURVEYORS

Legal Description
Hunter Ridge Cluster Homes Phase 2 – Block G
June 6, 2000
File No. 11675E-LD001

Situated in the City of Streetsboro, County of Portage, State of Ohio and known as being part of Original Streetsboro Township, Lot Nos. 13 and 14 and is further bounded and described as follows:

Beginning at a 7/8" iron pin found in the center line of Frost Road (60 feet wide) at the Southeasterly corner of said Original Lot No. 13. Thence North 88°-10'-52" West, along said center line of Frost Road, a distance of 1601.73 feet to the center line of Greentree Parkway (60 feet wide). Thence North 01°-49'-08" East, along said center line of Greentree Parkway, a distance of 120.19 feet to a 5/8" iron pin (#7065) found at a point of curvature therein. Thence Northeasterly, continuing along said center line of Greentree Parkway, along the arc of a curve deflecting to the right, a distance of 148.79 feet to a 5/8" iron pin (#7065) found at the point of tangency therein. Said arc having a radius of 200.00 feet, a central angle of 42°-37'-35" and a chord which bears North 23°-07'-55.5" East, a distance of 145.39 feet. Thence North 44°-26'-43" East, continuing along said center line of Greentree Parkway, a distance of 154.67 feet to a 5/8" iron pin (#7065) found at a point of curvature therein. Thence Northeasterly continuing along said center line of Greentree Parkway, along the arc of a curve deflecting to the left, a distance of 150.17 feet to a 5/8" iron pin (#7065) found at the point of tangency therein. Said arc having a radius of 200.00 feet, a central angle of 43°-01'-13" and a chord which bears North 22°-56'-06.5" East, a distance of 146.67 feet. Thence North 01°-25'-30" East, continuing along said center line of Greentree Parkway, a distance of 205.25 feet to a 5/8" iron pin (#7065) found at a point of curvature therein. Thence Northeasterly, continuing along said center line of Greentree Parkway, along the arc of a curve deflecting to the right, a distance of 1143.60 feet to a 5/8" iron pin (#7065) found at a point of compound curvature therein. Said arc having a radius of 811.06 feet, a central angle of 80°-47'-16" and a chord which bears North 41°-49'-08" East, a distance of 1051.20 feet. Thence Southeasterly, continuing along said center line of Greentree Parkway, along the arc of a curve deflecting to the right, a distance of 313.43 feet to a 5/8" iron pin (#7065) found at a point of reverse curvature therein. Said arc having a radius of 800.00 feet, a central angle of 22°-26'-52" and a chord which bears South 86°-33'-48" East, a distance of 311.43 feet. Thence North 14°-39'-38" East, a distance of 30.00 feet to a point of reverse curvature in a Northerly right of way line of said Greentree Parkway and the principal place of beginning of the land herein described;

Exhibit A

- Course 1 Thence Northwesterly, along said Northerly right of way line of Greentree Parkway, along the arc of a curve deflecting to the left, a distance of 249.11 feet to a 5/8" iron pin (#7065) set. Said arc having a radius of 830.00 feet, a central angle of 17°-11'-48" and a chord which bears North 83°-56'-16" West, a distance of 248.18 feet;
- Course 2 Thence North 70°-51'-50" East, a distance of 46.53 feet to a 5/8" iron pin (#7065) set;
- Course 3 Thence North 07°-22'-49" East, a distance of 48.18 feet to a 5/8" iron pin (#7065) set;
- Course 4 Thence North 25°-13'-59" East, a distance of 63.57 feet to a 5/8" iron pin (#7065) set;
- Course 5 Thence North 02°-59'-16" East, a distance of 98.45 feet to a 5/8" iron pin (#7065) set;
- Course 6 Thence North 37°-57'-48" West, a distance of 84.28 feet to a 5/8" iron pin (#7065) set;
- Course 7 Thence North 43°-01'-41" West, a distance of 59.16 feet to a 5/8" iron pin (#7065) set;
- Course 8 Thence North 63°-18'-20" West, a distance of 72.09 feet to a 5/8" iron pin (#7065) set;
- Course 9 Thence North 18°-17'-02" West, a distance of 68.80 feet to a 5/8" iron pin (#7065) set;
- Course 10 Thence North 11°-10'-26" West, a distance of 76.47 feet to a 5/8 iron pin (#7065) set;
- Course 11 Thence South 58°-42'-07" East, a distance of 61.02 feet to a 5/8" iron pin (#7065) set;
- Course 12 Thence South 73°-39'-44" East, a distance of 80.79 feet to a 5/8" iron pin (#7065) set;

- Course 13 Thence North 88°-41'-43" East, a distance of 49.82 feet to a 5/8" iron pin (#7065) set;
- Course 14 Thence South 20°-58'-05" East, a distance of 40.02 feet to a 5/8" iron pin (#7065) set;
- Course 15 Thence South 84°-11'-55" East, a distance of 72.01 feet to a 5/8" iron pin (#7065) set;
- Course 16 Thence South 74°-13'-00" East, a distance of 76.91 feet to a 5/8" iron pin (#7065) set;
- Course 17 Thence South 45°-10'-13" East, a distance of 93.13 feet to a 5/8" iron pin (#7065) set;
- Course 18 Thence South 89°-24'-50" East, a distance of 92.77 feet to a 5/8" iron pin (#7065) set;
- Course 19 Thence South 70°-19'-12" East, a distance of 50.52 feet to a 5/8" iron pin (#7065) set;
- Course 20 Thence South 37°-54'-56" East, a distance of 78.89 feet to a 5/8" iron pin (#7065) set;
- Course 21 Thence South 11°-17'-37" East, a distance of 85.44 feet to a 5/8" iron pin (#7065) set;
- Course 22 Thence South 23°-36'-15" East, a distance of 80.65 feet to a 5/8" iron pin (#7065) set;
- Course 23 Thence South 42°-41'-12" East, a distance of 62.75 feet to a 5/8" iron pin (#7065) set;
- Course 24 Thence South 61°-22'-01" East, a distance of 61.11 feet to a 5/8" iron pin (#7065) set in a Northerly curved right of way line of Greentree Parkway, as aforesaid;
- Course 25 Thence Southwesterly, along said Northerly right of way line of Greentree Parkway, along the arc of a curve deflecting to the right, a distance of 364.11 to a point of compound curvature therein. Said arc having a radius of 570.00 feet, a central angle of 36°-36'-01" and a chord and a chord which bears South 84°-14'-14.5" West, a distance of 357.95 feet;

Page 4

June 6, 2000

File No. 11675E-LD001

Course 26 Thence Northwesterly, continuing along said Northerly right of way line of Greentree Parkway, along the arc of a curve deflecting to the right, a distance of 26.68 feet to the principal place of beginning. Said arc having a radius of 720.00 feet, a central angle of $02^{\circ}-07'-23''$ and a chord which bears North $76^{\circ}-24'-03.5''$ West, a distance of 26.68 feet. Said parcel of land contains 4.4377 Acres (193,306 Square Feet) of land according to a survey made by Thomas J. Neff, Jr. Registered Surveyor No. 7065-Ohio in December of 1997.

The subject area being part of the same land conveyed to DJN Holdings, Ltd. by deed recorded in O.R. Volume 493, Page 178 of Portage County Records.

The basis of bearings for the area surveyed is North $88^{\circ}-25'-00''$ West, as a portion of the center line of Frost Road as evidenced by the recorded plat in Plat Volume 16, Page 15 of Portage County Records.

Be the same more or less but subject to all legal highways.

BLOCK V
(DJN Holdings, Ltd to York Development, Ltd.)
(4 pages total)

Legal Description
Block V
August 2, 2000
File No. 11675-LD022

Situated in the City of Streetsboro, County of Portage, State of Ohio and known as being part of Original Streetsboro Township, Lot Nos. 13 and is further bounded and described as follows:

Beginning at a 7/8" iron pin found in the center line of Frost Road (60 feet wide) at the Southeasterly corner of said Original Lot No. 13. Thence North 88°-10'-52" West, along said center line of Frost Road, a distance of 1601.73 feet to the center line of Greentree Parkway (60 feet wide). Thence North 01°-49'-08" East, along said center line of Greentree Parkway, a distance of 120.19 feet to a 5/8" iron pin (#7065) found at a point of curvature therein. Thence Northeasterly, continuing along said center line of Greentree Parkway, along the arc of a curve deflecting to the right, a distance of 148.79 feet to a 5/8" iron pin (#7065) found at the point of tangency therein. Said arc having a radius of 200.00 feet, a central angle of 42°-37'-35" and a chord which bears North 23°-07'-55.5" East, a distance of 145.39 feet. Thence North 44°-26'-43" East, continuing along said center line of Greentree Parkway, a distance of 154.67 feet to a 5/8" iron pin (#7065) found at a point of curvature therein. Thence Northeasterly continuing along said center line of Greentree Parkway, along the arc of a curve deflecting to the left, a distance of 150.17 feet to a 5/8" iron pin (#7065) found at the point of tangency therein. Said arc having a radius of 200.00 feet, a central angle of 43°-01'-13" and a chord which bears North 22°-56'-06.5" East, a distance of 146.67 feet. Thence North 01°-25'-30" East, continuing along said center line of Greentree Parkway, a distance of 205.25 feet to a 5/8" iron pin (#7065) found at a point of curvature therein. Thence Northeasterly, continuing along said center line of Greentree Parkway, along the arc of a curve deflecting to the right, a distance of 1143.60 feet to a 5/8" iron pin (#7065) found at a point of compound curvature therein. Said arc having a radius of 811.06 feet, a central angle of 80°-47'-16" and a chord which bears North 41°-49'-08" East, a distance of 1051.20 feet. Thence North 07°-47'-14" West, a distance of 30.00 feet to a point of compound curvature in a Northerly right of way line of said Greentree Parkway. Thence Southwesterly, along a Northwesterly right of way line of said Greentree Parkway, along the arc of a curve deflecting to the left a distance of 455.41 to a 5/8" iron pin (#7065) set and the principal place of beginning of the land herein described. Said arc having a radius of 841.06, a central angle of 31°-01'-27" and a chord which bears South 66°-42'-02.5" West, a distance of 449.87 feet;

BOOK 594 PAGE 0814

- Course 1 Thence Southwesterly, along a Northwesterly right of way line of said Greentree Parkway, along the arc of a curve deflecting to the left, a distance of 254.34 feet to a 5/8" iron pin (#7065) found at a Northeasterly corner of Greentree Phase 5A as shown by the recorded plat in Plat Book 2000, Page 44 of Portage County Records. Said arc having a radius of 841.06 feet, a central angle of 17°-19'-35" and a chord which bears South 42°-31'-31.5" West, a distance of 253.37 feet;
- Course 2 Thence North 31°-22'-15" West, along a Northeasterly line of said Greentree Phase 5A, a distance of 39.33 feet to a 5/8" iron pin (#7065) set;
- Course 3 Thence North 04°-52'-24" East, a distance of 8.46 feet to a 5/8" iron pin (#7065) set;
- Course 4 Thence North 20°-02'-23" East, a distance of 40.62 feet to a 5/8" iron pin (#7065) set;
- Course 5 Thence North 32°-58'-13" West, a distance of 33.86 feet to a 5/8" iron pin (#7065) set;
- Course 6 Thence North 22°-54'-31" East, a distance of 40.07 feet to a 5/8" iron pin (#7065) set;
- Course 7 Thence North 19°-57'-30" West, a distance of 105.26 feet to a 5/8" iron pin (#7065) set;
- Course 8 Thence North 06°-58'-51" East, a distance of 64.64 feet to a 5/8" iron pin (#7065) set;
- Course 9 Thence North 03°-56'-08" West, a distance of 29.42 feet to a 5/8" iron pin (#7065) set;
- Course 10 Thence North 81°-33'-53" West, a distance of 48.81 feet to a 5/8" iron pin (#7065) set;
- Course 11 Thence North 01°-01'-46" East, a distance of 103.00 feet to a 5/8" iron pin (#7065) set;
- Course 12 Thence North 33°-03'-53" East, a distance of 107.08 feet to a 5/8" iron pin (#7065) set;

- Course 13 Thence North 67°-37'-21" East, a distance of 62.61 feet to a 5/8" iron pin (#7065) set;
- Course 14 Thence North 60°-20'-42" East, a distance of 48.82 feet to a 5/8" iron pin (#7065) set;
- Course 15 Thence South 39°-08'-25" East, a distance of 48.63 feet to a 5/8" iron pin (#7065) set;
- Course 16 Thence South 48°-36'-47" East, a distance of 58.73 feet to a 5/8" iron pin (#7065) set;
- Course 17 Thence South 44°-28'-51" East, a distance of 73.33 feet to a 5/8" iron pin (#7065) set;
- Course 18 Thence South 31°-23'-53" East, a distance of 48.77 feet to a 5/8" iron pin (#7065) set;
- Course 19 Thence South 02°-31'-42" East, a distance of 77.16 feet to a 5/8" iron pin (#7065) set;
- Course 20 Thence South 46°-29'-55" West, a distance of 129.19 feet to a 5/8" iron pin (#7065) set;
- Course 21 Thence South 30°-13'-48" East, a distance of 72.41 feet to the principal place of beginning and containing 2.4150 Acres (105,197 Square Feet) of land according to a survey made by Thomas J. Neff, Jr., Registered Surveyor No. 7065-Ohio in December of 1997.

The subject area being part of the same land conveyed to DJN Holdings, Ltd. by deed recorded in O.R. Volume 493, Page 178 of Portage County Records.

The basis of bearings for the area surveyed is North 88°-25'-00" West, as a portion of the center line of Frost Road as evidenced by the recorded plat in Plat Volume 16, Page 15 of Portage County Records.

Be the same more or less but subject to all legal highways.

TRANSFERRED
SEC.319.54(F-2) *iso*
SEC.319.202

DEC 29 2000

Janet Caspato
PORTAGE COUNTY AUDITOR

2
OF
3

PART OF
35-013-0000-002.009
12-29-2000
TAX MAP DEPT *JM*

LEGAL DESCRIPTION
 SUFFICIENT DEFICIENT
 NO DIVISION OF LAND

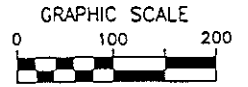
(P-12387)

2.4150
OUT OF
13.9470
BAL OF
11.5320

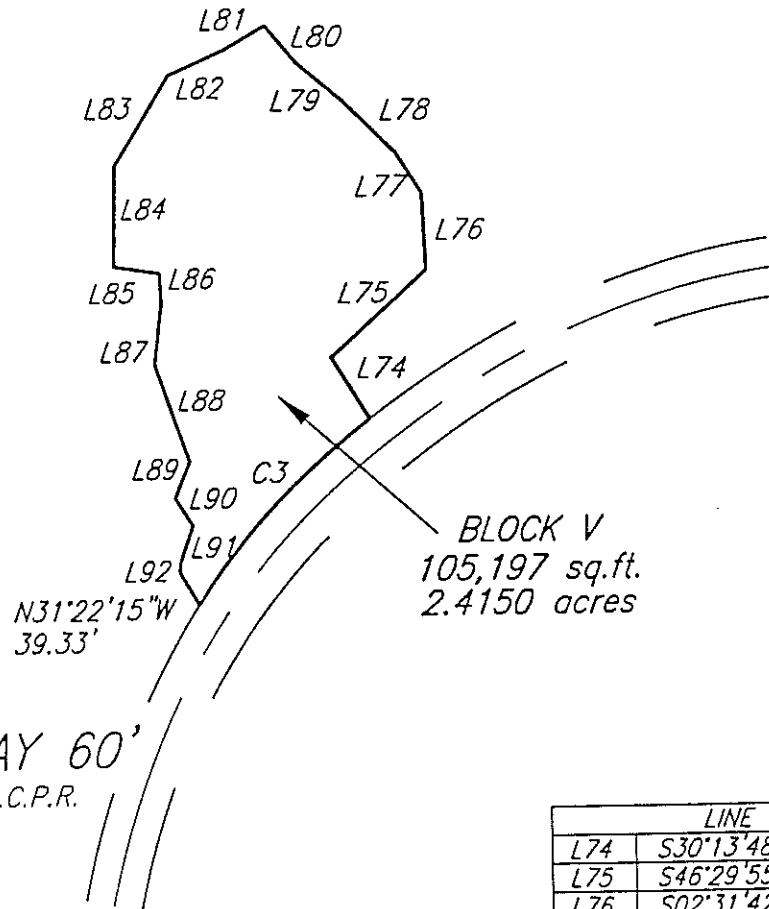
BOOK
594 PAGE 0816



NORTH



1 INCH = 200 FT.



BLOCK V
105,197 sq.ft.
2.4150 acres

N31°22'15"W
39.33'

GREENTREE PARKWAY 60'
DEDICATED VOL. 99 PG. 68 P.C.P.R.

LINE TABLE		
L74	S30°13'48"E	72.41'
L75	S46°29'55"W	129.19'
L76	S02°31'42"E	77.16'
L77	S31°23'53"E	48.77'
L78	S44°28'51"E	73.33'
L79	S48°36'47"E	58.73'
L80	S39°08'25"E	48.63'
L81	N60°20'42"E	48.82'
L82	N67°37'21"E	62.61'
L83	N33°03'53"E	107.08'
L84	N01°01'46"E	103.00'
L85	N81°33'53"W	48.81'
L86	N03°56'08"W	29.42'
L87	N06°58'51"E	64.64'
L88	N19°57'30"W	105.26'
L89	N22°54'31"E	40.07'
L90	N32°58'13"W	33.86'
L91	N20°02'23"E	40.62'
L92	N04°52'24"E	8.46'

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C3	841.06'	254.34'	128.15'	253.37'	S42°31'31.5"W	17°19'35"

BOOK 334 PAGE 0817

138.00

Patty

RECEIVED FOR RECORD
AT 13:08:31

200116554 3256

POSTAGE BY RECORDER

FEE 130.00

INDEXED

CODE OF
REGULATIONS

OF

HUNTER RIDGE CLUSTER HOME COMMUNITY ASSOCIATION, INC.

TABLE OF CONTENTS

	<u>Page</u>
Article I – Name, Principal Office, and Definitions	1
Section 1 Name	1
Section 2 Principal Office	1
Section 3 Definitions	1
Article II – Association: Meetings, Quorum, Voting, Proxies	1
Section 1 Membership	1
Section 2 Place of Meetings	1
Section 3 Annual Meetings	1
Section 4 Special Meetings	2
Section 5 Notice of Meetings	2
Section 6 Adjournment of Meetings	2
Section 7 Voting	2
Section 8 Proxies	2
Section 9 Majority	3
Section 10 Quorum	3
Section 11 Conduct of Meetings	3
Section 12 Action Without A Meeting	3
Article III - Board of Trustees: Number, Powers, Meetings	3
A. Composition and Selection	3
Section 1 Governing Body: Composition	3
Section 2 Number of Trustees	3
Section 3 Nomination of Trustees	3
Section 4 Election and Term of Office	4
Section 5 Removal of Trustees and Vacancies	4
B. Meetings	4
Section 6 Organization Meetings	4
Section 7 Regular Meetings	4
Section 8 Special Meetings	5
Section 9 Waiver of Notice	5
Section 10 Quorum of Board	5
Section 11 Compensation	5
Section 12 Conduct of Meetings	5
Section 13 Open Meetings	6
Section 14 Executive Session	6
Section 15 Action Without a Formal Meeting	6

C.	Powers and Duties.....	6
	Section 16 Powers.....	6
	Section 17 Management Agent.....	8
	Section 18 Accounts and Reports	8
	Section 19 Borrowing	9
	Section 20 Rights of the Association	9
	Section 21 Hearing Procedure; Compliance and Non-Monetary Default	9
Article IV – Officers		12
	Section 1 Officers	12
	Section 2 Election, Term of Office, and Vacancies.....	12
	Section 3 Removal	12
	Section 4 Powers and Duties.....	12
	Section 5 Resignation	13
	Section 6 Agreements, Contracts, Deeds, Easements, Leases, Checks	13
Article V – Committees		13
	Section 1 General.....	13
	Section 2 Covenants Committee.....	13
Article VI – Finances of Associations (Assessments).....		13
	Section 1 Preparation of Estimated Budget	13
	Section 2 Reserve for Contingencies and Replacements: Special Assessments..	14
	Section 3 Failure to Prepare Annual Budget.....	14
	Section 4 Books and Records of the Association	14
	Section 5 Status of Funds Collected by Association	15
	Section 6 Depository.....	15
	Section 7 Annual Review.....	15
	Section 8 Remedies for Failure to Pay Assessments	15
Article VII – Miscellaneous.....		15
	Section 1 Fiscal Year	15
	Section 2 Parliamentary Rules	15
	Section 3 Conflicts.....	15
	Section 4 Books and Records	16
	Section 5 Notices	16
	Section 6 Amendment.....	16

Article I
Name, Principal Office and Definitions

Section 1. Name. The name of the Association shall be HUNTER RIDGE CLUSTER HOME COMMUNITY ASSOCIATION, INC., an Ohio non-profit corporation (hereinafter sometimes referred to as the "Association").

Section 2. Principal Office. The principal office of the Association shall be located in Streetsboro, Ohio, Portage County, Ohio. The Association may have such other offices, either within or without Streetsboro, as the Board of Trustees ("Board") may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in this Code of Regulations ("Code") shall have the same meaning as set forth in that Declaration of Covenants, Conditions, Easements and Restrictions for the Hunter Ridge Cluster Home Community Association, Inc. of even date (said declaration, as amended, restated, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

Article II
Association: Meetings, Quorum, Voting, Proxies

Section 1. Membership. Each Owner shall, upon acquisition of an Ownership Interest in a Living Unit, automatically become a member of the Association.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board either on the Property or as convenient thereto as possible and practical.

Section 3. Annual Meetings. The first meeting of the Members, whether a regular or special meeting, shall be held within thirty (30) days after 75 percent (75%) of the Ownership takes title. The next annual meeting shall be set by the Board so as to occur no later than ninety (90) days after the close of the Association's fiscal year. Subsequent regular annual meetings of the Members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. Subject to the foregoing, the annual meeting of the Members shall be held at a date and time as set by the Board.

Section 4. Special Meetings. The Developer or the President of the Association may call special meetings. It shall be the duty of the President of the Association to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board or upon a petition signed by holders of at last ten percent (10%) of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such

meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. A written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than seven (7) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or this Code, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered three (3) days after it is deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid.

Section 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Voting Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Voting Members in the manner prescribed for regular meetings.

Section 7. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 8. Proxies. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or her behalf shall be made in writing to the Secretary of the Association (or if there is no Secretary, then with the person conducting the meeting for which the proxy is given) at or before the meeting and shall be revocable at any time by actual notice to the Secretary of the Association by the member or members making such designation. Notice to the Association in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized. The presence at a meeting of the person appointing a proxy does not revoke the appointment.

Section 9. Majority. As used in this Code, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total number.

Section 10. Quorum. Except as otherwise provided in this Code or in the Declaration, the presence in person or by proxy of at least one-third (1/3) of the voting power of the Members

of the Association shall constitute a quorum at all meetings of the Association. If there are Voting Members, the presence in person or by alternate of Voting Members exercising at least a majority of the voting power of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 11. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

Section 12. Action Without A Meeting. Any action required by law to be taken at a meeting of the Members or any action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Members.

Article III

Board of Trustees: Number, Powers, Meetings

A. Composition and Selection

Section 1. Governing Body: Composition. The affairs of the Association shall be governed by the Board of Trustees, each of whom shall have one (1) vote. Except with respect to Trustees appointed by the Developer, if any, the Board shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time. If a Member is a corporation or partnership, having the authority to designate a Trustee(s), a certificate signed by such Member shall be filed with the Secretary of the Association naming such Trustee(s), which certificate shall be conclusive until a subsequent substitute certificate is filed with the Secretary of the Association.

Section 2. Number of Trustees. The number of Trustees in the Association shall be not less than three (3). The initial Board shall consist of three (3) members as identified in the Articles of Incorporation of the Association.

Section 3. Nomination of Trustees. Nominations for election to the Board of Trustees shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, except for the initial nomination, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each annual meeting to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled. Nominations shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications and to solicit votes.

Section 4. Election and Term of Office. Notwithstanding any other provision contained herein:

At any election of Trustees, each Member shall be entitled to cast one (1) equal vote with respect to each vacancy to be filled. The candidate receiving the largest number of votes shall be elected. Such election shall be by written secret ballot whenever requested by a member of the Association; but unless the request is made, the election may be conducted in any manner approved as such meeting. The Trustee elected by the Members shall hold office until his respective successor has been elected by the Association. The Trustee may be elected to serve any number of consecutive terms. The person so elected shall take office upon such election.

Section 5. Removal of Trustees and Vacancies. Any Trustee elected by the Voting Members may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast for the election of such Trustee. Any Trustee whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Trustee, a successor shall then and there be elected by the Members entitled to elect the Trustee so removed to fill the vacancy for the remainder of the term of such Trustee.

Any Trustee elected by the Voting Members who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the Trustees present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a Trustee, a vacancy may be declared by the Board, and it may appoint a successor. Any Trustee appointed by the Board shall serve for the remainder of the term of the Trustee who vacated the position.

B. Meetings

Section 6. Organization Meetings. The first meeting of the Board following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 7. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to members of the Board not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any member of the Board who has signed a waiver of notice or a written consent to holding of the meeting.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President, Vice President, or Secretary of the Association. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each member of the Board by one of the following

methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the member of the Board or to a person at the member's office or home who would reasonably be expected to communicate such notice promptly to the member of the Board; or (d) by telegram, charges prepaid. All such notices shall be given or sent to the member's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

Section 9. Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the members of the Board not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any member of the Board who attends the meeting which protesting before or at its commencement about the lack of adequate notice.

Section 10. Quorum of Board. At all meetings of the Board, a majority of the members of the Board shall constitute a quorum for the transaction for business, and the votes of a majority of the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of members of the Board, if any action taken is approved by at least a majority of the required quorum for that meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 11. Compensation. No member of the Board shall receive any compensation from the Association for acting as such; provided any Trustee may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Trustees.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of the Board, recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. Meetings may be conducted by telephone and shall be considered as any other meeting, provided all Trustees are able through telephone connection to hear and to be heard.

Section 13. Open Meetings. Subject to the provisions of Sections 14 and 15 of this Article, all meetings of the Board shall be open to all Members, but Members other than Trustees may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a member of the Board. In such case, the President may limit the time any Member may speak.

Section 14. Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 15. Action Without a Formal Meeting. Any action to be taken at a meeting of the Board or any action that may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Board, and such consent shall have the same force and effect as a unanimous vote. An explanation of the action taken shall be posted at a prominent place or places within the Common Areas within three (3) days after the written consents of all the members of the Board have been obtained.

C. Powers and Duties

Section 16. Powers. Except as set forth in the Declaration and in this Code, the Board shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or this Code directed to be done and exercised exclusively by the Members or the membership generally.

The Board shall delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

In addition to the duties imposed by this Code or by any resolution of the Association that may be hereafter adopted, the Board shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses;

(b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, however, that unless otherwise determined by the Board, the annual assessment against the proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;

(c) providing for the operation, care, upkeep, and maintenance of all of the Common Areas;

(d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Areas and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, however, that any reserve fund may be deposited, in the Trustee's best business judgment, in depositories other than banks;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Areas in accordance with the provisions of the Declaration and this Code after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, this Code, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to individual Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices;

(m) make available to any prospective purchaser of a Living Unit any Owner of a Living Unit, any first mortgagee, and the holders, insurers, and guarantors of a first mortgage on any Living Unit current copies of the Declaration, the Articles, this Code, rules governing Living Units and all other books, records, and financial statements of the Association. The Association may impose a reasonable charge for the foregoing in order to defray duplication costs;

(n) permit utility suppliers to use portions of the Common Areas reasonably necessary to the ongoing development or operation of the Property; and

(o) entering into easement agreements, license agreements and other agreements with utility companies (both private and public), with Owners within the Property, and with the owners of neighboring properties.

Section 17. Management Agent.

(a) 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, all of the powers granted to the Board by this Code, other than the powers set forth in subparagraphs (a), (b), (f), (g), and (i) of Section 16 of this Article.

(b) 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.

Section 18. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) cash accounting, as defined by generally accepted accounting principles, shall be employed.

(b) accounting and controls should conform with established AICPA guidelines and principles, which require, without limitation, (i) a segregation of accounting duties, (ii) disbursements by check requiring two (2) signatures, and (iii) cash disbursements limited to amounts of One Hundred (\$100.00) Dollars and under;

(c) cash accounts of the Association shall not be comingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, prizes, gifts, or otherwise; any item of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board; and

(f) commencing at the end of the month in which the first Living Unit is sold and closed, quarterly financial reports shall be prepared for the Association containing:

(i) income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all receipt and disbursement activity for the preceding period on an accrual basis;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet of an accounting date which is the last day of the preceding period;

(v) a balance sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year, which shall be distributed within ninety (90) days after the close of a fiscal year;

(vi) a delinquency report listing all Owners who have been delinquent in paying the monthly installments of assessments at the time of the report and describing the status of any action to collect such installments which remain delinquent (a monthly installment of the assessment shall be considered to be delinquent on the fifteenth (15th) day of each month unless otherwise determined by the Board); and

(vii) an annual report consisting of at least the following shall be distributed to all Members within one hundred twenty (120) days after the close of the fiscal year; (1) a balance sheet as of the end of the fiscal year; (2) an operating (income) statement for the fiscal year; and (3) a statement of changes in financial position for the fiscal year. Ordinarily, the annual report referred to above shall be prepared by an independent accountant for any fiscal year in which the gross income to the Association exceeds One Hundred Thousand (\$100,000) Dollars. If said report is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

Section 19. Borrowing. The Board shall have the power to borrow money for the purpose of repair or restoration of the Common Areas or Areas of Common Responsibility without the approval of the Members of the Association.

Section 20. Rights of the Association. With respect to the Common Areas or other Areas of Common Responsibility, and in accordance with the Articles and this Code, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, or neighborhood and other homeowners or residents associations, both within and without the Property. Such agreements shall require the consent of two-thirds (2/3) of the votes of all members of the Board.

Section 21. Hearing Procedure: Compliance and Non-Monetary Default

(a) Enforcement. In the event of a violation by any Member or any Tenant or other occupant of a Member (other than the nonpayment of Assessments or charges, which is governed

by Article VII, VIII and IX of the Declaration) of any of the provisions of the Declaration, this Code, or the Rules, the Association or a committee created by this Code (e.g., the Covenants Committee) or by the Board shall notify the Member and any Tenant or other occupant of the violation, by written notice. If such violation is not cured as soon as is reasonably practical and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the Member or Tenant or other occupant fails to commence and diligently proceed to completely cure such violation as soon as is reasonably practical within seven (7) days after written demand by the Association or such committee, or if any similar violation is thereafter repeated, the Association or such committee may, at its option:

(i) impose a fine against the Member or Tenant or other occupant as provided in Subsection (b) of this Section; and/or

(ii) commence an action to enforce performance on the part of the Member or Tenant or other occupant, and to require the member to correct such failure, or for such other relief as may be necessary under the circumstances, including injunctive relief; and/or

(iii) the Association may itself perform any act or work required to correct such failure and, either prior to or after doing so, may charge the Member with all reasonable costs incurred or to be incurred by the Association in connection therewith, plus a service fee equal to fifteen percent (15%) of such costs. In connection with the foregoing, the Association may perform any maintenance or repairs required to be performed, may remove any charge, alteration, addition or improvement which is unauthorized or not maintained in accordance with the provisions of the Declaration, and may take any and all other action reasonably necessary to correct the applicable failure, and/or

(iv) commence an action to recover damages or any other remedy available at law or in equity.

(b) Fines. The amount of any fine shall be a reasonable amount as determined by the Board. Prior to imposing any fine, the Member or Tenant or other occupant shall be afforded an opportunity for a hearing after reasonable notice to the Member or Tenant or other occupant of not less than ten (10) days, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the Declaration, this Code or Rules which have allegedly been violated, and (iii) a short and plain statement of the matters asserted by the Association or the committee. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery is entered by the officer, Board member, committee member or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the hearing. The minutes of the hearing shall contain a written statement of the hearing and the sanction, if any, imposed. The Member or Tenant or other occupant shall have an opportunity to respond, to present evidence, and to provide written and oral arguments on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. At the hearing, the board or committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if

the Board or committee so determines, it may impose such fine as it deems appropriate by written notice to the Member or Tenant or other occupant. If the Member or Tenant or other Occupant fails to attend the hearing as set by the Board or committee, the Member or Tenant or other Occupant shall be deemed to have admitted the allegations contained in the notice to the Member or Tenant or other Occupant. Any fine imposed by the Board or committee shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested, within ten (10) days after written notice of the Board's or committee's decision at the hearing. Any fine levied against a Member shall be deemed an Assessment and if not paid when due all of the provisions of the Declaration relating to the late payment of Assessments shall be applicable.

(c) Negligence. A Member shall be liable and may be charged by the Association for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by such Member's act, negligence or carelessness.

(d) Responsibility of Members for Tenants. Each Member shall be responsible for the acts and omissions, whether negligent or willful, of his Tenant, and for all employees, agents and invitees of the Member or any such Tenant, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Member shall be charged for same, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of the Declaration, this Code, or any Rule, by any Tenant, or any employees, agents or invitees of a Member or any Tenant of a Living Unit, shall also be deemed a violation by the Member, and shall subject the Member to the same liability as if such violation was that of the Member.

(e) Costs and Attorney's Fees. In any legal proceedings commenced by the Association or a committee to enforce the Declaration, this code and/or the Rules, as said documents may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' and paralegal fees. Any such costs or attorneys' and paralegals' fees awarded to the Association or committee in connection with any action against any Member shall be charged to the Member.

(f) Developer Assessments. The Developer shall not be required to pay any assessments or monies to finance any claim or litigation against the Developer.

(g) No Waiver of Rights. The failure of the Association or a committee or any Member to enforce any covenant, restriction or any other provision of the Declaration, this Code, or the Rules, as the said documents may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

(h) Appeal. Following a hearing before a committee, the violator shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the President or Secretary of the Association within thirty (30) days after the date of

receipt of the decision of the committee. No later than thirty (30) days after receipt of the notice of appeal, the Board shall review the minutes of the hearing. The affirmative vote of two-thirds (2/3rds) of the members of the Board shall be required to reverse or modify the decision of the committee.

(i) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the board, may elect to enforce any provision of the Declaration, this Code, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred by the Association in so acting to enforce such rights.

Article IV Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President, Secretary and Treasurer shall be elected from among the members of the Board.

Section 2. Election, Term of Office and Vacancies. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Secretary shall have primary responsibility for the preparation and maintenance of all minutes and other records of actions by the Board, and shall provide all notice required hereunder and handle all correspondence or other communications of the Association, either directly or by delegation, to other committees, the management agent, or both. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board, the President or Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Easements, Leases, Checks. All agreements, contracts, deeds, easements, leases, checks, and other instruments of the Association shall be executed by any two (2) officers of the Association or by such other person or persons as may be designated by resolution of the Board.

Article V Committees

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the members of the Board present at a meeting at which a quorum is present. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and shall operate in accordance with the terms of the resolution of the Board designating the committee or with rules adopted by the Board.

Article VI Finances of Association (Assessments)

Section 1. Preparation of Estimated Budget. On or before the filing with the Portage County Recorder of the Declaration, and on or before December 15 of each year thereafter, the Association shall estimate the total amount necessary to pay the Assessments referred to in Article VII of the Declaration for the balance of the calendar year in which the Declaration is filed and, thereafter, for each succeeding calendar year together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and the amounts, if any, which may be received from special assessments, concessions, contracts for special services and facilities, and other sources. On or before December 21, the Association shall notify each Member in writing as to the amount of such estimates, and shall send a copy of such notice to each holder of a first mortgage upon the Ownership Interest of a Member who has made a request in writing for such notification. The failure of the Association to comply strictly with the above time requirements shall not be deemed to be a waiver and shall not prevent the Association from collecting Assessments. The net of the aggregate amounts of such estimates (herein called the "Estimated Cash Requirements") of the next calendar year shall be assessed to those Members required to pay the Assessments according to and as specifically set forth in Article VII of the Declaration. Each Member required to pay Assessments shall pay to the Association or as it may direct, the Assessment made pursuant to this Section on or before the first day of each calendar year, except that the Board may elect to collect annual Assessments quarterly or monthly, in advance. On or before the date of each annual meeting, the Association shall furnish to all Members an itemized accounting of the expenditures for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, by special Assessments, or otherwise, and shown the net

amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited to the last maturing monthly installments due from the Members under the current year's estimate, pro rata. Any net shortage shall be added pro rata to the next installment due after the rendering of the accounting.

Section 2. Reserve for Contingencies and Replacements: Additional Assessments. The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If the "Estimate Cash Requirements" proves inadequate for any reason, including nonpayment of any Member's Assessment, the deficiency and any extraordinary expenditures in excess of the reserves therefor shall be assessed to the Members required to pay assessments, pro rata. The Association shall also make any necessary or desirable additional Assessments, from time to time which shall be payable at the time or times the Board deems necessary or desirable. The Association shall serve notice of such further Assessments on Members required to pay Assessments, by a statement in writing giving the amount and reasons therefor, and such further assessment shall be payable with the next regular monthly payment becoming due to the Association but not less than sixty (60) days after the delivery or mailing of such notice of further Assessment.

Section 3. Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or deliver to a Member any annual or adjusted estimate shall not constitute a waiver or release in any manner of such Member's obligation to pay his share of the Assessments, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Member required to pay Assessments pursuant to Article VII of the Declaration shall continue to pay the monthly charge at the existing monthly rate established for the previous period until the Association mails or delivers notice of the new monthly payment due as a result of the determination of the new annual or adjusted estimate.

Section 4. Books and Records of the Association. The Association shall keep full and correct books of account and the same shall be open for inspection by any Member or his representative duly authorized in writing, at such reasonable time or times during normal business hours as may be requested. Upon ten (10) days notice to the Board and payment of a reasonable fee, any Member shall be furnished a statement of his or its account setting forth the amount of any unpaid Assessments or other charges due and owing.

Section 5. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein and (except for such special Assessments as may be levied hereunder against less than all of the Members and for such adjustments as may be required to reflect delinquent or prepaid Assessments) shall be deemed to be held for the use, benefit and account of all Members required to pay Assessments pursuant to Article VII of the Declaration.

Section 6. Depository. The depository of the Association shall be such bank or banks and/or such savings and loan association or savings and loan associations and/or such money market fund(s) as shall be designated from time to time by the Board and in which the

monies of the Association shall be deposited. Withdrawal of the monies from such accounts shall be only by check signed by such persons as are authorized by the Board.

Section 7. Annual Review. The books of the Association shall be reviewed once a year by the Board and such review shall be completed prior to each annual meeting. If requested by a majority of the members of the Board, such review shall be made by a certified public accountant. In addition and at any time requested by Members or by holders of first mortgages on Ownership Interests possessing in the aggregate fifty percent (50%) or more of the voting power in the Association, the Board shall cause an additional review to be made at the expense of the requesting party.

Section 8. Remedies for Failure to Pay Assessments. If an Owner shall be in default in the payment of any of the aforesaid Assessments, the Association (or Developer if such Assessment was to be paid directly to Developer) shall have all of the remedies set forth anywhere in the Declaration, in this Code or at law or equity to collect such Assessments and all costs associated therewith.

Article VII Miscellaneous

Section 1. Fiscal Year. The initial fiscal year of the Association shall be set by resolution of the Board.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Ohio law, the Articles, the Declaration, or this Code.

Section 3. Conflicts. If there are conflicts or inconsistencies between the mandatory provisions of Ohio law, the Articles, the Declaration, and this Code, the mandatory provisions of Ohio law, the Declaration, the Articles, and the Code (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration and Code, membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Property as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Members of the Board. Every member of the Board shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a member of the Board includes the right to make extracts and copies of documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in this Code, all notices, demands, bills, statements, or other communications under this Code shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first class postage prepaid:

(a) if to a Member or a Voting Member, at the address which the member or Voting Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Living Unit of such Member or Voting Member; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, of any, or at such other address as shall be designated by the notice in writing to the Owners pursuant to this Section.

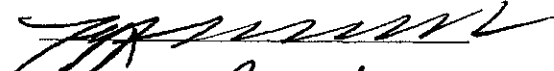
Section 6. Amendment. Prior to the sale and conveyance of the first Living Unit, Developer may unilaterally amend this Code. After such sale and conveyance, the Developer may unilaterally amend this Code so long as it owns any Living Unit or other lands in Hunter Ridge Cluster Home Community, for the development and so long as the amendment has no material adverse effect upon the rights of any Member. Thereafter and otherwise, this Code may be amended only by the affirmative vote or written consent or any combination thereof, of Class "A" Members or the Voting Members representing a majority of the total votes of the Association, which shall include a majority of votes of Members other than the Developer or, where the two class Voting structure is still in effect, shall include the Class "B" Member and a majority of the Class "A" Members or Voting Members, as the case may be. However, the percentage of votes necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.


No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of an Eligible Mortgage Holder or impair the rights granted to an Eligible Mortgage Holder herein without the prior written consent of such Eligible Mortgage Holder.

IN TESTIMONY WHEREOF, the undersigned, being the sole Member of the Association, has caused this Code of Regulations to be duly adopted on or as of the 8th day of OCTOBER, 2000.

SIGNED IN THE PRESENCE OF:

DJN HOLDINGS, LTD. ✓
an Ohio Limited Liability Company


Jeffrey S. Richardson
Print Name

By: 
Daniel J. Neff, P.E.
Managing Member

Elayne M. O'Connor
Elayne M. O'Connor
Print Name

BE IT REMEMBERED, that on the 8th day of October, 2000, before me, the subscriber, a notary public in and for said county and state, personally came Daniel J. Neff, the individual named in the foregoing instrument as the duly authorized Member of DJN Holdings, Ltd., an Ohio Limited Liability Company, which executed the foregoing instrument and acknowledged that he did sign the foregoing instrument as duly authorized Member and that such signing is the free act and deed of said Ohio Limited Liability Company for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on this day and year last aforesaid.




Notary Public

CHERYL A. SWONGER
NOTARY PUBLIC, STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires June 26, 2005

Prepared by
DJN Holdings, LTD

**SECOND SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS
FOR HUNTER RIDGE CLUSTER HOME COMMUNITY ASSOCIATION**

DJN Holdings, Ltd., a limited liability company formed pursuant to the laws of the State of Ohio, which claims title to the property located in Exhibits "A", attached hereto and made a part hereof, by and through instruments recorded in Volume 493, Page 178 of the Portage County Records, hereinafter referred to as "Owner", hereby offers the aforementioned property to Hunter Ridge Cluster Home Community Association, Inc. In order that it may become subject to the Declaration of Covenants, Conditions, Easements and Restrictions for Hunter Ridge Cluster Home Community Association (the "Declaration"), dated June 23, 2000 and recorded in Volume 541, Pages 937-976 of Portage County Records; and

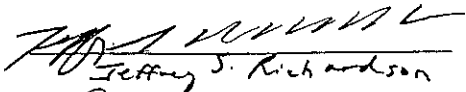
Pursuant to authority in the Declaration, DJN Holdings, Ltd., as successor in interest to York Development, Ltd., does hereby amend said Declaration as follows:

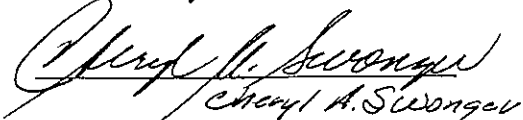
1. Article I (Preamble), Section 1.2 ("Property") is amended to include the addition of the property described in Exhibit "A" attached hereto and made a part hereof; and
2. Article II (Exhibits and Definitions"), Section 2.2(x) ("Property"), is amended to include the addition of the property described in Exhibit "A" attached hereto and made a part hereof.
3. Article I (Preamble), Section 1.3(a) ("Expansion and Contraction of Property"), specifically authorizes the Developer to make such additions as effectuated herein.

Except as hereby amended, all of the provisions of the Declaration shall be and remain in full force and effect.

IN WITNESS WHEREOF, DJN Holdings, Ltd., a limited liability company formed pursuant to the laws of the State of Ohio, has hereunto set its hand at Cleveland, Ohio, this 15th day of January, 2001.

Signed and acknowledged in the presence of:


Jeffrey S. Richardson

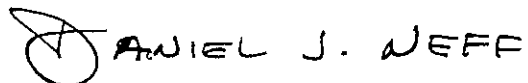

Cheryl A. Swanson

DECLARANT:

DJN Holdings, Ltd.

By: 

Title: MANAGING MEMBER


DANIEL J. NEFF