

MIDLAND TITLE SECURITY, INC.

NO. 17-ACC85

DECLARATION - 5-4-1999

RECEIVED FOR RECORD
AT 11:55 3/21/99

9912900 E-48

421 190-25
LINDA J. HAUSER
PORTAGE COUNTY RECORDER
FEE 258.00

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS

OF

HICKORY RIDGE, A CLUSTER DEVELOPMENT,
STREETSBORO, OHIO

INDEXED

BEING DEVELOPED BY:

Riskru Streetsboro LLC,
an limited liability company
c/o Ameri-Con, Inc.
23611 Chagrin Boulevard
(P.O. Box 221289)
Beachwood, Ohio 44122
(216) 831-3711

THIS INSTRUMENT PREPARED BY:

Richard A. Rosner, Attorney at Law
Kahn, Klehman, Yanowitz & Arson Co., L.P.A.
Suite 2600, The Tower At Erlevien
1301 East Ninth Street
Cleveland, Ohio 44114-1824
(216) 696-3311

BOOK 421 PAGE 0190

DECLARATION

Submitting the property known as Hickory Ridge, a Cluster Development, with open spaces and other common areas, being located in Streetsboro, Portage, County, Ohio.

(This will certify that copies of this Declaration, together with Exhibits thereto, have been filed in the Office of the County Recorder, Portage County, Ohio).

Date: May 4, 1999.

Portage County Recorder

By: Linda Parkhouse
P.V.

BOOK 421 PAGE 0191

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - PREAMBLE; PROPERTY SUBJECT TO THIS DECLARATION;	
DEVELOPER'S RIGHT TO ADD AND DELETE LAND	2
Section 1.1 - Preamble	2
Section 1.2 - Property	2
Section 1.3 - Expansion and Contraction of the Property	2
ARTICLE II - EXHIBITS AND DEFINITIONS	3
Section 2.1 - Exhibits	3
Section 2.2 - Definitions	3
ARTICLE III - EASEMENTS	9
Section 3.1 - Utility Easements	9
Section 3.2 - Easement for Ingress and Egress	9
Section 3.3 - Common Areas	9
Section 3.4 - Easements for Construction, Alteration, etc.	9
Section 3.5 - Emergency and Service Easements	10
Section 3.6 - Easements for Encroachments	10
Section 3.7 - Drainage Rights and Authority to Transfer Drainage and other Easement Rights to the City	10
Section 3.8 - Parking in Common Areas	11
Section 3.9 - Easements for Community Signs	11
Section 3.10 - Easement to Maintain Sales Offices, Models, Signage, etc	11
Section 3.11 - Maintenance Easement	12
Section 3.12 - Environmental Easement	12
Section 3.13 - Scope of Easements and Dedication of Roadways and Utilities	12
Section 3.14 - Easements To Run With the Lands	13
ARTICLE IV - OWNERSHIP AND OPERATION OF COMMON AREAS	13
Section 4.1 - Conveyances of Common Areas	13
Section 4.2 - Use of Common Areas	13
ARTICLE V - THE ASSOCIATION	14
Section 5.1 - Existence	14
Section 5.2 - Membership and Voting Rights	14
Section 5.3 - Board and Officers of the Association	15
Section 5.4 - Rights of the Association	15
ARTICLE VI - RESPONSIBILITIES OF THE ASSOCIATION	16

BOOK 421 PAGE 0192

	<u>Page</u>
Section 6.1 - Maintenance of Areas of Common Responsibility, Including Roadways and Utilities	16
Section 6.2 - Taxes and Assessments	18
Section 6.3 - Utilities	18
Section 6.4 - Snow Removal and Maintenance of Originally Installed Landscaping by the Association	18
Section 6.5 - Insurance and Reconstruction	19
Section 6.6 - Management	20
Section 6.7 - Upgrading	21
Section 6.8 - Enforcement	21
Section 6.9 - Rules and Regulations	21
Section 6.10 - General	21
Section 6.11 - Original Developer's Rights	21
ARTICLE VII - COVENANTS AND RESTRICTIONS	22
Section 7.1 - Covenant of Good Maintenance	22
Section 7.2 - Trailers	22
Section 7.3 - Fences, Walls and Hedges; Mail Boxes	23
Section 7.4 - Nuisance	23
Section 7.6 - Signs	23
Section 7.7 - Storage of Material and Trash Handling	23
Section 7.8 - Commercial or Professional Uses	24
Section 7.9 - Storage of Vehicles and Machinery; No Parking on Association Roads	25
Section 7.10 - Firearms; Preservation of Wildlife	25
Section 7.11 - Control of Trucks, Commercial Vehicles	25
Section 7.12 - Traffic Regulations	25
Section 7.13 - Poles, Wires and Antennae	26
Section 7.14 - Exterior Appearance, and Lights for Exteriors of Residences	26
Section 7.15 - Grading	26
Section 7.16 - Drainage Ditches	26
Section 7.17 - Resubdivision of Sublots	26
Section 7.18 - Compliance with City Codes	27
Section 7.19 - Use of the Name "Hickory Ridge"	27
Section 7.20 - Sale, Leasing or Other Alienation of Living Units	27
Section 7.21 - Party Walls	28
Section 7.22 - Wetland Areas	28
Section 7.23 - Waiver of Subrogation	29
Section 7.24 - Violation of this Article	29
Section 7.25 - Restrictions of Other Documents	30

BOOK 421 PAGE 0193

	Page
Section 7.26 - Certificate of Compliance with Restrictions in Connection with Resales of Living Units	30
ARTICLE VIII - DESIGN REVIEW COMMITTEE	30
Section 8.1 - Power of Committee	31
Section 8.2 - Operation of Committee	31
Section 8.3 - Inspection	31
Section 8.4 - Violations and Remedies	31
ARTICLE IX - ASSESSMENTS	32
Section 9.1 - Definition of Assessments	32
Section 9.2 - Responsibility for Payment of Assessments	33
Section 9.3 - No Exemption for Non-Use of Facilities; No Refund of Reserves	34
Section 9.4 - Creation of Lien and Personal Obligation	34
Section 9.5 - Non-Liability of Foreclosure Sale Purchaser for Past Due Assessments ..	34
Section 9.6 - Liability for Assessments on Voluntary Conveyance	35
Section 9.7 - Additional Assessments	35
Section 9.8 - Exempt Property	35
ARTICLE X - LIENS	35
Section 10.1 - Perfection of Lien	35
Section 10.2 - Duration of Lien	36
Section 10.3 - Priority	36
Section 10.4 - Dispute as to Assessment	36
Section 10.5 - No Waiver Implied	37
Section 10.6 - Personal Obligations	37
ARTICLE XI - REMEDIES OF THE ASSOCIATION	37
Section 11.1 - Denial of Voting Rights	37
Section 11.2 - Specific Remedies	37
Section 11.3 - Cost of Collection	38
Section 11.4 - Binding Effect	38
ARTICLE XII - NO PARTITION	38
ARTICLE XIII - CONDEMNATION	39
ARTICLE XIV - MORTGAGEE'S RIGHTS	39
Section 14.1 - Notices of Action	39
Section 14.2 - Other Provisions for First Lien Holders	40
Section 14.3 - Amendments to Documents	40

BOOK 421 PAGE 0194

	<u>Page</u>
Section 14.4 - Special Federal Home Loan Mortgage Corporation Provisions	42
ARTICLE XV - TRANSFER OF SPECIAL DEVELOPER RIGHTS	42
Section 15.1 - Instrument Transferring Special Developer Rights	42
Section 15.2 - Liability of Transfer of Special Developer Rights	42
Section 15.3 - Acquisition of Special Developer Rights	43
Section 15.4 - Termination of Special Developer Rights	43
Section 15.5 - Liabilities of A Transferee of Special Developer Rights	43
Section 15.6 - Limitation on Liability of Transferee of Special Developer Rights	44
ARTICLE XVI - GENERAL PROVISIONS	44
Section 16.1 - Covenants Run With the Property; Binding Effect	44
Section 16.2 - Duration	45
Section 16.3 - Notices	45
Section 16.4 - Enforcement-Waiver	46
Section 16.5 - Construction of the Provisions of this Declaration	46
Section 16.6 - Reservations by Original Developer - Exempt Property	46
Section 16.7 - Assignability by Original Developer	48
Section 16.8 - Severability	48
Section 16.9 - Arbitration	48
Section 16.10 - Litigation	48
Section 16.11 - Validity of Mortgages	48
Section 16.12 - Amendment of Declaration	49
Section 16.13 - Interest Rates	50
Section 16.14 - Headings	50
Section 16.15 - Rule Against Perpetuities	50

BOOK 421 PAGE 0195

DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS OF
HICKORY RIDGE, A CLUSTER DEVELOPMENT,
STREETSBORO, OHIO
("Declaration")

THIS DECLARATION made as of the ____ day of _____, 1999 by RISKRU STREETSBORO LLC, an Ohio limited liability company (referred to herein as the "Developer").

PREAMBLE

A. The Developer is the owner of real property consisting of approximately 77.9626 acres situated in Streetsboro, Portage County, Ohio, legally described in Exhibit "A" (the "Property"), and desires to create thereon a planned cluster community in accordance with the Site Plan (hereafter defined) and in accordance with the requirements of the Planning and Zoning Code of the City of Streetsboro.

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

C. The Property may be developed in whole or in part: (a) as a residential community; (b) for open space or recreation purposes; or (c) any combination of the foregoing.

D. The Developer desires to provide for: (a) the orderly development of the Property; (b) the establishment and maintenance of architectural and design controls and standards; (c) the preservation of Open Space (hereafter defined); (d) the use and maintenance of the Areas of Common Responsibility (hereinafter defined); (e) the compliance with the Planning and Zoning Code, Subdivision Code, and rules and regulations of Streetsboro and other governmental authorities having jurisdiction over the Property; and (f) the protection of values 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.

E. 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 Hickory Ridge 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.

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". The Property is a portion of the land conveyed to Developer by deed recorded in Volume 0269, Page 776 of Portage County Records.

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 (including the balance of land conveyed to Developer by deed recorded in Volume 0269, Page 776 of Portage County Records), subdivide said land into lots 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 have not been previously declared 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

BOOK 421
PAGE 0197

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.

EXHIBIT "B": A site plan of the Property.

EXHIBIT "C": Form Certificate of Compliance (See 7.26 of this Declaration)

Section 2.2 - Definitions

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

(a) "AFFILIATE OF DEVELOPER". Any person who controls, is controlled by, or is under common control with the Developer. (1) A Person "controls" the Developer if the Person (a) is a general partner, officer, director, managing member or employer of the Developer, (b) directly or indirectly or acting in concert with one or more other Persons, or through one or more subsidiaries owns, controls, holds with power to vote, or holds proxies representing more than twenty percent of the voting interest in the Developer, (c) controls in any manner the election of a majority of the directors of the Developer, or (d) has contributed more than twenty percent of the capital of the Developer; (2) a Person "is controlled by" a Developer if the Developer (a) is a general partner, officer, director, or employer of the Person, (b) directly or indirectly or acting in concert with one or more other Persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing more than twenty percent of the voting interest in the Person, (c) controls in any manner the election of a majority of the directors of the Person, or (d) has contributed more than twenty percent of the capital of the Person. Control does not exist if the powers described in this subsection are held solely as security for an obligation and are not exercised.

(b) "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 at the Entrances; (3) berms along the perimeter of the Property; (4) recreation facilities, including a swimming pool, two tennis courts, recreation building and related improvements; (5) any walls, fences and related improvements;

(6) Association Roads (hereafter defined) and signs, street lights (if any), walks or pathways (if any); (7) any off-street guest parking spaces along the Association Roads; (8) storm drainage that generally serves the Property and ponds situated on the Property that provide storm retention that is not the responsibility of the City; (9) maintenance of forebays, including removal of sediment from forebays no more than once every five (5) years in accordance with the requirements of the City; (10) sanitary sewer lines that are not the responsibility of the City; (11) water lines that are not the responsibility of the City and water laterals extending to Living Units and other facilities of Hickory Ridge that are nor the responsibility of the City; (12) snow removal from Association Roads and from the driveways leading from the Association Roads to Living Units, and maintenance of Originally Installed Landscaping in accordance with Section 6.4 hereof; (13) real and personal property owned by the Association; (14) real and personal property not owned by the Association but determined by the Board to be the responsibility of the Association; (15) 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.

(c) "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.

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

(e) "ASSOCIATION". Hickory Ridge Homeowners' 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.

(f) "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. **NO GOVERNMENTAL BODY IS RESPONSIBLE FOR THE CARE AND MAINTENANCE OF AN ASSOCIATION ROAD.**

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

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

BOOK 421
PAGE 0199

(i) "CLASS "B" CONTROL PERIOD". The period of time during which the Class "B" Member (the Developer) is entitled to appoint a majority of the members of the Board, as provided in Article III, Section 2 of the Code.

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

(k) "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 (b) of this Section, Association Roads, any guest parking spaces situated off of Association Roads, the swimming pool, tennis courts, recreation building and those areas of land 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.

(l) "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.

(m) "DESIGN REVIEW COMMITTEE". The committee created by this Declaration and granted original jurisdiction to review and approve or disapprove exterior and structural improvements, landscaping, additions and changes within the Property.

(n) "DEVELOPER". RISKRU STREETSBORO LLC, an Ohio limited liability company, and the specifically designated successors or assigns of any of their rights as Developer under the Declaration or under any supplement to the 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 the 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 the Declaration or under a supplement to the Declaration. The Developer is also sometimes referred to herein as the "Original Developer".

(o) "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.

(p) "HICKORY RIDGE". A Cluster Development under the Planning and Zoning Code of the City of Streetsboro located off Hickory Ridge Drive, a public street, which consists of or is

anticipated to consist of two hundred fourteen (214) Sublots containing one hundred seventy-four (174) Living Units located in twenty-nine (29) townhouse type buildings each containing six (6) Living Units, and forty (40) Living Units located in ten (10) ranch type buildings each containing four (4) Living Units for a total of two hundred fourteen (214) Living Units located in thirty-nine (39) residential buildings, and a recreation area consisting of a swimming pool, tennis courts and a recreation building, situated on Sublots and Common Areas, known as Hickory Ridge Cluster Development, which will be platted in phases. The first phase of Hickory Ridge, known as Hickory Ridge Phase 1, will contain sixty-four (64) Sublots, designated as Lot Numbers T-1A through T-1F, T-2A through T-2F, T-28A through T-28F, T-29A through T-29F, R-1A through R-1D, R-2A through R-2D, R-3A through R-3D, R-4A through R-4D, R-5A through R-5D, R-6A through R-6D, R-7A through R-7D, R-8A through R-8D, R-9A through R-9D and R-10A through R-10D, containing twenty-four (24) Living Units located in four (4) townhouse type buildings each containing six (6) Living Units and forty (40) Living Units located in ten (10) ranch type buildings each containing four (4) Living Units for a total of sixty-four (64) Living Units, together with the Green Space and the rights-of-way, as shown by plat recorded as Instrument No. 9911289 in Plat Volume 99, Page 31 of Portage County Plat Records, as the same may be amended from time to time.

(q) "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 (including townhouses) 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 Sublot 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, and the Living Unit has been conveyed to a person other than the Developer.

(r) "MEMBER". A person or entity entitled to membership in the Association, as provided in the Declaration and Code.

(s) "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.

BOOK 421
PAGE 0201

(t) "OPEN SPACES". Land that is assigned for open space use, including "common land" and "open spaces" (if any) required by the City's Planning and Zoning Code, or other requirements of the City. The Open Spaces are to be owned and administered by the Association and the Open Spaces shall remain as such in accordance with the City's requirements.

(u) "ORIGINAL DEVELOPER". RISKRU STREETSBORO LLC, an Ohio limited liability company.

(v) "ORIGINALLY INSTALLED LANDSCAPING". The landscaping installed in connection with the construction of a Living Unit on a Sublot in accordance with the landscape plan approved by the Developer or the Design Review Committee and denominated by the Developer or the Design Review Committee as Originally Installed Landscaping.

(w) "OWNER". The record Owner of fee simple title in a Sublot and Living Unit situated thereon, including the Developer (except as otherwise provided herein) with respect to any unsold Sublot, 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.

(x) "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.

(y) "PARTY WALL". Each wall of a Living Unit that is situated on the dividing line between two Living Units.

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

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

(bb) "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

BOOK 421 PAGE 0202

Board or the Design Review Committee to implement and carry out the provisions and intent of this Declaration.

(cc) "SITE PLAN". The preliminary site plan of the Property and adjacent lands which currently shows a total of approximately two hundred fourteen (214) Living Units located on two hundred fourteen (214) Sublots, said Living Units being situated or to be situated in thirty-nine (39) residential buildings containing four (4) or six (6) Living Units each, as the Site Plan may be supplemented, modified and amended from time to time. The first phase of the Property consists of sixty-four (64) Sublots containing twenty-four (24) Living Units located in four (4) townhouse type buildings each containing six (6) Living Units and forty (40) Living Units located in ten (10) ranch type buildings each containing four (4) Living Units for a total of sixty-four (64) Living Units.

(dd) "SPECIAL DEVELOPER RIGHTS" means those rights reserved for the benefit of the Developer as provided for in this Declaration and the Code, and shall include, without limitation, the following rights: (1) to expand or contract the Property in accordance with Section 1.3 of this Declaration; (2) to maintain sales offices, management offices, customer services offices, signs identifying and/or advertising the Property; (3) to use easements through the Common Areas for the purpose of making improvements within the Property; and (4) to appoint or remove any Board Members or officers of the Association during the period that the Developer has the right to elect or designate members of the Board of Trustees.

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

(ff) "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.

(gg) "SUBSIDY PERIOD". The Subsidy Period for Assessments attributable to the Areas of Common Responsibility shall be for a period beginning as of the date of this Declaration and ending December 31, 2000 or when there are one hundred sixty (160) Living Units, whichever shall first occur. The Developer shall not be required to pay Assessments on Living Units owned by the Developer during the Subsidy Period.

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

BOOK 421 PAGE 0203

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, a non-exclusive 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 Developer or 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. In addition, there is hereby reserved in favor of Developer and granted to the Association easements for sanitary sewer and water line purposes in accordance with Grant of Easements recorded in Volume 0269, Page 787 of Portage County Records.

Section 3.2 - Easement for Ingress and Egress

There is hereby created a non-exclusive easement upon, across, over and through the Association Roads and any sidewalks, walkways, bike paths, 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 Living Unit

BOOK 421
PAGE 0204

or other structures and 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 and 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 - Easements 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 a Living Unit shall encroach upon any part of the Common Areas or any part of an adjacent Sublot, 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 his willful conduct.

Section 3.7 - Drainage Rights and Authority to Transfer Drainage and other Easement Rights to the 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, lake, and any 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.

The 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 and drainage to the City or any other governmental authority having jurisdiction. 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 or other governmental authorities having jurisdiction by formal action.

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 areas for only 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 City and other governmental authorities having jurisdiction.

Section 3.10 - Easement to Maintain Sales Offices, Models, Signage, etc.

Notwithstanding any provisions contained in this Declaration to the contrary, so long as the construction and sale of Living Units by the Developer or an Affiliate of the Developer or the holder of Special Declarant Rights is continuing within the Property, it shall be expressly permissible for the 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 within the Property, including, but not limited to, administrative/customer services, construction offices/trailers, parking signs, identification signs, sales 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. The 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 customary business hours. This Section may not be amended or modified without the express written consent of the Developer.

BOOK 421 PAGE 0206

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 snow removal and the maintenance of Originally Installed Landscaping.

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, transferrable, and perpetual right and easement on, over, and across the Common Areas and 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, the right to dispense pesticides, the right to maintain designated "wetland" areas (if any), and the right to remove sediment from forebays on the Property.

Section 3.13 - Scope of Easements 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 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 City, 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.

BOOK 421 PAGE 0207

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 City 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 City 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.

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.

BOOK 421 PAGE 0208

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. Furthermore, membership in the Association is mandatory of all Owners of Living Units and Sublots within the Property. 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 advice, the vote of the Living Unit shall be suspended if more than one (1) Person seeks to exercise it. In the case of a Living Unit owned or held in the name of a corporation, partnership, limited partnership, limited liability company, trust or other entity, a certificate signed by such Owner shall be filed with the Secretary of the Association naming the person authorized to cast a vote for such Living Unit, which certificate shall be conclusive until a subsequent substitute certificate is filed with the Secretary of the

BOOK 421
PAGE 0209

Association. If such certificate is not on file, the vote of such entity shall not be considered, nor shall the presence of a person purporting to act on behalf of such entity at a meeting be considered in determining whether the quorum requirement for such meeting has been met. When a fiduciary or other legal representative of an Owner has furnished to the Association proof of such person's authority, such person may vote as though he or she were the Owner.

(2) Class "B" Member. The Class "B" Member shall be the Developer. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the Code, are specified elsewhere in the Declaration and the Code. The Class "B" Member shall be entitled to appoint a majority of the members of the Board during the Class "B" Control Period, as specified in Article III, Section 2 of the Code. After termination of the Class "B" Control Period, the Class "B" Member shall have a right to disapprove actions of the Board and any committee as provided in Article III, Section 3, of the Code. The Class "B" membership shall terminate and become converted to Class "A" membership in accordance with Article III, Section 2 of the Code.

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 or by a partial assignment of Assessments.

(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

BOOK 421 . PAGE 0210

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 (including landscape maintenance) and enjoyment 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 any 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 the Perimeter of the Property. With respect to the berms (including berms within public right-of-ways) 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.

BOOK 421
PAGE 0211

(d) Association 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, culverts and other crossings (as well as all signs and devices for the control of traffic 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. NO GOVERNMENTAL BODY IS RESPONSIBLE FOR THE CARE AND MAINTENANCE OF AN ASSOCIATION ROAD.

(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 in clean and sanitary condition and in good order and repair and to make all replacements and renewals necessary to so maintain the same and to maintain the forebays on the Property in accordance with the requirements of the City, including the removal of sediment from forebays. The cleaning, maintenance and repair of gutters, downspouts and other facilities attached to Living Units are the responsibility of the Owners of such Living Units.

(g) Sanitary Sewer System and Water Lines. To maintain the common portions (i.e., those portions serving two or more Living Units) of the sanitary sewer lines and water lines within the Property (or within easements for the benefit of the Property) that are not the responsibility of the City or other governmental authorities having jurisdiction.

(h) Common Areas and Open Spaces. 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. The Open Spaces and Common Areas on the final development plan and Site Plan shall remain as such.

(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.

BOOK 421 PAGE 0212

(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 it is in the best interest of Hickory Ridge for the Association to maintain the same.

(k) Rubbish Removal. If rubbish removal is not performed by the City, the Association may provide rubbish removal services, the cost of which services shall be a Common Expense.

(l) Recreation Facilities. To operate, maintain and repair the swimming pool, tennis courts, recreation building and related improvements.

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 - Snow Removal and Maintenance of Originally Installed Landscaping by the Association

In addition to the maintenance and repair of the Common Areas, the Association shall provide snow removal from driveways and maintenance of the Originally Installed Landscaping situated on a Sublot. For the purpose solely for performing the maintenance required by this Section, the Association, through its duly authorized agents, employees and contractors, shall have the right and license to enter upon any Sublot at reasonable hours.

BOOK 421
PAGE 0213

Section 6.5 - 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. 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. To the extent available for a reasonable premium, 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 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 canceled for non-payment of any 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.

BOOK 421
PAGE 0214

(5) Unit Owner Insurance. Each Owner shall, at his own expense, obtain insurance: (A) covering his Living Unit (including the Party Wall); and (B) covering the contents of his Living Unit. In addition, each Owner may, at his own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of his Living Unit or Sublot.

(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 6.6 - 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 three (3) years, 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, in Original Developer's sole discretion. The compensation payable to the Original Developer or its affiliate shall be comparable to compensation paid to unrelated management companies located in the Northeast Ohio area for similar types of developments.

BOOK 421
PAGE 0215

Section 6.7 - 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 6.8 - 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 6.9 - 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 authorities having jurisdiction to enforce ordinances on the Property for the benefit of the Association and its Members.

Section 6.10 - 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 6.11 - 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.

BOOK 421 PAGE 0216

ARTICLE VII
COVENANTS AND RESTRICTIONS

The intent of this Declaration is to cause the Property to be well kept and maintained. Therefore, the covenants and restrictions provided in this Article shall be applicable to the Owners, Land Contract Vendees, Lessees, Tenants and Occupants of the Property. The following Covenants and Restrictions shall be broadly construed and interpreted in furtherance of this intent. The Association, acting through its Board, shall have standing and the power to enforce such standards.

The Association, acting through the Board, shall have authority to make and to enforce standards and restrictions governing the use of the Property in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. This authority shall include, without limitation, the power to regulate the speed and flow of traffic on private roads within the Property. Such regulations and use restrictions shall be binding upon all Owners, Land Contract Vendees, Lessees, Tenants and Occupants.

Section 7.1 - Covenant of Good Maintenance

Each Owner and Occupant shall have the exclusive duty to perform the following functions:

(a) Maintenance and Repair.

(1) Each Owner and Occupant of a Living Unit shall maintain such Living Unit in good condition and repair and shall keep the exterior and interior of such Living Unit, including the Party Walls, and the adjacent Common Areas free from debris, rubbish, rubble and other conditions created by such Owners or Occupants or their guests.

(2) If a repair or replacement required of an Owner is not promptly commenced or is not diligently and continuously completed by an Owner, the Association shall have the right (but not the obligation) to commence or complete the repair or replacement and shall charge the Owner for the cost thereof (together with a reasonable charge for the Association's overhead and administrative costs). If said charge is not paid by the Unit Owner, the Association shall levy a special Assessment against the Owner.

(b) Snow Removal. Each Unit Owner and Occupant shall keep the walks leading from the front and rear of the Living Unit to the exterior driveway and any patios, decks, stoops and steps free of unreasonable accumulations of snow and ice.

Section 7.2 - Trailers

No temporary buildings, trailer, recreation vehicle, garage, tent, shack, barn, or any similar structure shall be used, temporarily or permanently, as a residence on any part of the Property at any time.

Section 7.3 - Fences, Walls and Hedges; Mail Boxes

Fences, walls, trees, hedges, and shrub plantings shall be maintained in a sightly and attractive manner, and shall not obstruct the right-of-way sight lines for vehicular traffic. Fences, walls of any kind and landscaping of any kind shall not be erected, begun or permitted to remain upon any portion of the Property unless approved by the Design Review Committee or unless originally constructed by Developer. All mail boxes shall be uniform in appearance with the size, type, color and location prescribed by the Developer or the Design Review Committee.

Section 7.4 - Nuisance

No noxious or any activity constituting an unreasonable source of discomfort or annoyance shall be carried on upon any portion of the Property (including the Living Units situated thereon), nor shall anything be done thereon that may be or become a nuisance or annoyance to other Owners. The Board shall have absolute power to determine what is "reasonable" and what is "unreasonable" under this Section.

Section 7.5 - Animals

No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any portion of the Property (including the Living Units situated thereon) without the approval of the Board, except that dogs, cats, birds and other customary household pets approved by the Board may be kept, subject to Rules adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or annoyance shall be permanently removed from the Property upon three days' written notice from the Board. Dogs shall at all times whenever they are outside a Living Unit be confined on a leash held by a responsible person. Each Owner shall clean up after his or her dog. The Rules may limit the number of pets which may be kept in any one Living Unit. The Board shall have absolute power to prohibit a pet from being kept on the Property or within a Living Unit if the Board finds a violation of this Section.

Section 7.6 - Signs

No sign or other advertising device of any nature shall be placed upon any portion of the Property except for signs and advertising devices installed by or at the direction of the Design Review Committee, or which the Design Review Committee approves as to color, location, nature, size and similar characteristics. "For Rent" and "For Sale" signs are prohibited. Notwithstanding the foregoing, the restrictions of this Section 7.6 shall not apply to Developer.

Section 7.7 - Storage of Material and Trash Handling

No lumber, metals, bulk material, refuse or trash shall be burned, whether in indoor incinerators or otherwise (excluding the burning of firewood in a fireplace), kept, stored or allowed

BOOK 421
PAGE 0218

to accumulate on any portion of the Property, except normal residential accumulation pending pick-up and except building materials during the course of construction or reconstruction of any approved building or structure, except firewood may be stored within Living Units, on patio areas or other areas designated by the Board if a Living Unit contains a fireplace. If trash or other refuse is to be disposed of by being picked up and carried away on a regular recurring basis, containers may be placed in the open on any day that a pick-up is to be made, thereby providing access to persons making such pick-up. At all other times such containers shall be stored in such manner that they cannot be seen from adjacent and surrounding property. No dumping of rubbish shall be permitted on any portion of the Property. Anything herein to the contrary notwithstanding, the Association or the Board may adopt a Rule or Rules which permit burning, incineration or storage of refuse or trash if the same becomes reasonably necessary for the safety, health or welfare of the Occupants, and is permitted by law.

Section 7.8 - Commercial or Professional Uses

Except as expressly permitted in this Declaration, or by Rules adopted in accordance with this Declaration, no industry, business, trade or full-time occupation or profession of any kind, commercial, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property; provided, however, an Occupant may use a portion of his or her Living Unit for his office or studio, so long as the activities therein shall not interfere with the quiet enjoyment or comfort of any other Occupant and that such use does not result in the Living Unit becoming principally an office, school or studio as distinct from a Living Unit. Furthermore, no trade or business may be conducted in or from any Living Unit without the written approval of the Board (or Covenants Committee referred to in the Code) first obtained. Such approval shall be granted so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Living Unit; (b) the business activity conforms to all City zoning requirements for the Property; (c) the business activity does not involve employees who do not reside in the Property; (d) the business activity does not involve persons coming onto the Property who do not reside in the Property except by appointment only; (e) the business activity does not involve door-to-door solicitation of Occupants of the Property; and (f) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board (or a Covenants Committee). The Board may adopt Rules which intensify, relax or amend the prohibitions of this Article. Nothing in this Section shall preclude the leasing of a Living Unit by the Developer or an Owner; the right of the Developer or the Board (or a firm or agent employed by the Developer or Board) to approve commercial activities such as charity events, temporary food and beverage operations, the right of the Developer to maintain brokerage offices for sales of Sublots and for new sales of Living Units within the Property, and resales of Living Units and the right of the Developer to utilize a Living Unit for model home and/or for office purposes.

BOOK 421
PAGE 0219

Section 7.9 - Storage of Vehicles and Machinery; No Parking on Association Roads

No truck (except a two-axle truck with no more than four tires), camper, camper trailer, recreation vehicle, boat, boat trailer, all terrain vehicle, airplane, snowmobile, commercial vehicle, van, mobile home, tractor, bus, farm equipment, off-road vehicles or other vehicle of any kind, licensed or unlicensed, shall be stored on any driveway or other area in or upon the Property, except in the confines of garages, or parking areas approved by the Design Review Committee. No machinery of any kind shall be placed or operated upon any portion of the Property except such machinery which is customarily required for the maintenance of the Property, related improvements, lawns and landscaping. Furthermore, there shall be no parking of motor vehicles on the Association Roads, except that the Developer and/or the Board may designate certain on-street parking areas for temporary use by visitors or guests subject to reasonable rules and regulations, and subject to applicable laws.

Section 7.10 - Firearms; Preservation of Wildlife

Firearms, ammunition and explosives of every kind shall not be discharged nor shall any traps or snares be set, nor shall any hunting or poisoning of wildlife of any kind be permitted in or upon the Property, except for rodent control, and the control of such other animals as constitute a nuisance or cause damage to the Property, or except with the prior written approval of the Board.

Section 7.11 - Control of Trucks, Commercial Vehicles

No tractor trailers, commercial tractors, commercial vehicles, road machinery or excavating equipment shall be permitted to remain on any portion of the Property or on the public right-of-way adjoining any portion of the Property for any period of time whatsoever, except while making deliveries or performing services thereon and except as necessary for the construction, reconstruction or repair of buildings or structures on the Property.

Section 7.12 - Traffic Regulations

All vehicular traffic on the Association Roads shall be subject to the provisions of the laws of the State of Ohio and the City concerning operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic on the Association Roads, including reasonable safety measures and speed limits. The Association shall be entitled to enforce the same by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. In the event of a conflict between such provisions of the laws of the State of Ohio or the City, and such rules and regulations promulgated by the Association, the more restrictive rules and regulations shall govern. Only drivers licensed to operate motor vehicles by the State of Ohio or by any other state in the United States may operate any type of motor vehicle within the Property. All vehicles of any kind and nature which are operated on the Association Roads shall be operated in a careful, prudent, safe, and quiet manner.

BOOK 421 PAGE 0220

Section 7.13 - Poles, Wires and Antennae

Subject to applicable easement rights, no facilities, including poles and wires, for the transmission of electricity, telephone messages, ham radio messages and the like shall be placed or maintained above the surface of the ground in any portion of the Property without the prior approval of the Design Review Committee. This provision shall not apply for temporary facilities for the construction or repair of any building or other structure. A Digital or Direct Satellite System ("DDS System"), eighteen inches (18") or less in circumference, may be attached to a Living Unit so long as the DDS System is not visible from the Association Road, and so long as the prior approval of the location of the DDS System is given by the Design Review Committee.

Section 7.14 - Exterior Appearance, and Lights for Exteriors of Residences

The exterior of any building or structure in the Property shall not be altered, modified, changed or redecorated in such a way as to change the appearance or decor of the structure, nor shall any of the landscaping appurtenant to such building or structure be materially changed without the express written authorization of the Design Review Committee. The provisions of this paragraph are subject to the provisions of Section 8.2 of this Declaration. For the purpose of providing security, each Owner of a Sublot containing a Living Unit shall maintain, repair and replace exterior lights attached to the front of a Living Unit. Any such light shall be operational at all times and shall be operated by a photoelectric cell, the type and location of such lighting shall be prescribed by the Developer or the Design Review Committee. This lighting is in addition to the lighting (if any) referred to in Section 6.1(e) hereof.

Section 7.15 - Grading

No Person shall change the grade on any portion of the Property without first obtaining the consent of the Design Review Committee.

Section 7.16 - Drainage Ditches

No Person shall interfere with the free flow of water through any drainage ditches or storm sewers within the Property. The City or other governmental authority having jurisdiction shall have the right to enter upon the Common Areas of the Property to repair and maintain all storm, drainage, courses, ditches, structures and appurtenances for the purpose of relieving any flooding condition or threatened flooding condition which might be harmful to other property within the City. This Section supplements Section 3.7 hereof.

Section 7.17 - Resubdivision of Sublots

No Sublot shall be subdivided or its boundary lines changed except with the proper written approval of the Board or except as expressly authorized herein. Developer, however, hereby

BOOK 421
PAGE 0221

expressly reserves the right to replat any Sublot owned by Developer. Any such division, boundary line change, or replatting shall not be in violation of applicable City regulations.

Section 7.18 - Compliance with City Codes

Each Owner shall comply with City and other governmental requirements. It is agreed that a violation of any such requirements or any restriction, condition, covenant or restriction imposed now or hereafter by the provisions of this Declaration is a nuisance per se that can be abated by the Association or such governmental authority.

Section 7.19 - Use of the Name "Hickory Ridge"

No Person shall use the word "Hickory Ridge" or any derivative thereof in any printed or promotional material without the prior written consent of Developer. However, Owners may use the name "Hickory Ridge" in printed and promotional material where such word is used solely to specify that particular property is located within Hickory Ridge.

Section 7.20 - Sale, Leasing or Other Alienation of Living Units

(a) Owner's Right of Transfer. The Association shall have no right of first refusal with respect to the purchase or lease of a Living Unit, and an Owner shall be able to transfer his Living Unit freely by sale, gift, devise, lease or otherwise without restriction except as provided in subsection (b) below.

(b) Owner's Right to Lease Living Unit. An Owner shall have the right to lease all (but not less than all) of his Living Unit upon such terms and conditions as the Owner may deem advisable, except that no Living Unit shall be leased or subleased for transient or hotel purposes. Any lease or sublease of a Living Unit for a period of less than six (6) months shall be deemed to be a lease or sublease for transient or hotel purposes. Any lease or sublease of a Living Unit shall be in writing and shall provide: (1) that the lease or sublease shall be subject to the terms of this Declaration, the Code and Rules and that any failure of a lessee to comply with the terms of this Declaration, the Code and Rules shall be in default under the lease or sublease; (2) that the Association shall have the right to require the Owner to deposit with the Association such amount as the Association shall consider appropriate as security to provide funds for repairs and to assure compliance with this Declaration, the Code and Rules. The limitations with respect to the leasing of Living Units shall not apply to the Developer or a first mortgagee of a Living Unit.

(c) Names of Owners and Occupants of Living Units. To enable the Association to maintain accurate records of the names, addresses and phone numbers of Owners and other Occupants of Living Units, each Owner agrees to notify the Association in writing, within five (5) days after such Owner's Living Unit has been transferred or leased to another person. In addition, each Owner agrees to provide to a purchaser or lessee of such Owner's Living Unit a copy of this Declaration, the Code, the Rules and other relevant documents.

BOOK 421 PAGE 0222

Section 7.21 - Party Walls

(a) Each wall which is built as part of the original construction of a Living Unit upon the Property and placed on the dividing line between two Living Unit Lots shall constitute a Party Wall, and, to the extent not inconsistent with the provisions of this Section, the Owners sharing a Party Wall shall be responsible for the maintenance, repair and replacement of such Party Wall, and shall be responsible to maintain insurance on the Party Wall.

(b) Each Owner sharing a Party Wall shall have the full right to use the Party Wall for the support of beams and structural materials or in any other lawful manner not prohibited hereby; provided, however, that such use shall not injure, impair the strength of, or endanger the wall, foundation or other portion of the Living Unit of the other Owner, and shall not impair or endanger the Party Wall benefits and supports to which the adjoining Living Unit is entitled.

(c) Neither Owner of a Living Unit sharing a Party Wall may extend or increase the height of the Party Wall except upon the written approval of the other Owner, the Design Review Committee and the Eligible Mortgage Holders on both Living Units. No such extension or increase in height may be made which impairs the strength or injures the existing wall or the foundation of the buildings. In the event of such extension or increase in the height of the Party Wall, the other Owner shall have the right to use the extended or heightened part of the wall by paying to the constructing party one-half of the costs of such part of the Party Wall, as he shall use. Any extension or increased height of the Party Wall shall be a Party Wall, become part of the existing Party Wall and be subject to the terms hereof.

(d) In the event of any dispute arising concerning a Party Wall, or under the provisions of this Section, such dispute shall be submitted to arbitration pursuant to Section 16.9 of this Declaration.

Section 7.22 - Wetland Areas

With respect to the wetland areas situated on the Property:

- (a) There shall be no dredging, filling or other discharges within or impacting the wetland areas except in compliance with applicable statutes, rules, and ordinances pertaining to wetlands, including statutes and rules issued by or implemented by the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, and the Ohio Environmental Protection Agency;
- (b) There shall be no construction, development or improvement work within or impacting the wetland areas;
- (c) Mowing and trash disposal, including vegetative clippings, shall be prohibited within the boundaries of the wetland areas;

- (d) It is a condition hereof that each Owner shall indemnify and hold Declarant harmless from and against any liability, cost, and expense (including reasonable attorney and/or environmental consultant fees) arising out of or relating to the failure by an Owner to comply with the requirements of this Section; and
- (e) The requirements of this Section shall not be amended except by the Declarant and/or except in accordance with applicable statutes, rules, and ordinances pertaining to wetlands, including statutes and rules issued by or implemented by the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, and the Ohio Environmental Protection Agency.

Section 7.23 - Waiver of Subrogation

Each Person as a condition of accepting title and/or possession of a Living Unit and the Association agree for themselves, and their respective successors, heirs, executors, administrators, personal representatives, assigns, and lessees, provided said agreement does not invalidate or prejudice any policy of insurance, that in the event that any building, structure or improvement within the Property or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance, the rights, if any, of any of them against the other, or against the employees, agents, licensees or invitees of any of them with respect to such damage or destruction and with respect to any loss resulting therefrom are hereby waived.

Section 7.24 - Violation of this Article

If any Person required to comply with the foregoing Covenants and Restrictions is in violation of any one of same, including, but not by way of limitation, design review criteria or standards established by the Design Review Committee, the Developer (as long as the Developer is a Class "B" Member of the Association) or the Board and/or the Design Review Committee and/or the Covenants Committee shall have the right to give written notice to such Person to terminate, remove or extinguish such violation. Such notice shall expressly set forth the facts constituting such violation.

Except in the case of an emergency situation, the violating party shall have fifteen (15) days after written notice of the violation to take reasonable action to cause the removal, alleviation or termination of same. In the case of an emergency situation, or in the case of the failure of the violating party to comply with the provisions hereof after notice, the Developer and/or the Association shall have the right, through their respective agents and employees, to enter upon the land where the violation exists and to summarily terminate, remove or extinguish the violation. In addition to the foregoing, the Developer and/or the Association shall have the right to obtain an injunction from any court having jurisdiction for the cessation of such violation or attempted violation of this Article. The rights and remedies of the Association and Developer contained in this Article shall be nonexclusive and in addition to any other right or remedy available at law or in

BOOK 421
PAGE 0224

equity, including a claim or action for specific performance and/or money damages (including punitive damages), and attorneys' and paralegals' fees. Furthermore, the failure or neglect to enforce any term, covenant, condition, restriction, right or procedure herein shall in no event and under no circumstances be construed, deemed or held to be a waiver with respect to any subsequent breach or violation thereof. Subject to the provisions of the Section of the Code entitled, "Hearing Procedure", a Person in violation of this Article VII shall be obligated to the Association and/or Developer for money damages and for the full amount of all costs and expenses, including attorneys' and paralegals' fees, incurred to remedy any such violation. If said amounts are not paid within ten (10) calendar days following said notification, then said amount shall be deemed "delinquent", and shall, upon perfection as provided in Section 9.4, become a continuing lien upon the portion of the Property owned or occupied by such Person(s) and a personal obligation of the Person(s) violating this Article. In addition, the Owner of any portion of the Property shall be liable jointly and severally for any obligations of any Occupant of such Owner's property.

Section 7.25 - Restrictions of Other Documents

Nothing contained in these Restrictions shall preclude the imposition of more stringent restrictions imposed elsewhere in this Declaration, restrictions imposed on Sublots within subdivisions, restrictions imposed in deeds conveying the Property or portions thereof and restrictions imposed by the Design Review Committee so long as such restrictions are not inconsistent with restrictions imposed by the this Declaration, created by the Association or adopted by the Board.

Section 7.26 - Certificate of Compliance with Restrictions in Connection with Resales of Living Units

Upon an Owner's reconveyance of his/her/their Living Unit or an interest therein, such Owner (i.e. seller) shall request the Association to issue a Certificate of Compliance stating that the Association has no record of a violation of this Article and stating the unpaid Assessments and amount of monthly (or quarterly) Assessments attributable to such Living Unit. A Certificate of Compliance may be relied upon by all persons for all purposes. Neither the Board, nor such officer or agent shall have any liability to the seller, buyer or mortgagee of a Living Unit or to others if the Certificate of Compliance issued hereunder is not correct. The Association may require the advance payment of a processing fee not to exceed Fifty Dollars (\$50.00) for the issuance of the Certificate of Compliance. The Certificate shall be substantially in the form of Exhibit "C".

BOOK 421
PAGE 0225

ARTICLE VIII
DESIGN REVIEW COMMITTEE

Section 8.1 - Power of Committee

There is hereby created an Design Review Committee for the purpose of architectural and engineering control to secure and maintain an attractive, harmonious residential community. The Developer shall function as and grant all approvals provided for herein until the Developer conveys the last Sublot the Developer owns in Hickory Ridge, except that the Developer may elect to delegate and assign such duties and responsibilities to the Committee prior to that time. The Committee appointed by the Developer need not be made up of members of the Association. After control of Hickory Ridge has been transferred over to the Association, the Committee shall be composed of no less than three (3) individuals appointed by the Board of Trustees to serve at the Board's pleasure. A vote of the majority of members of the Committee shall be required to constitute the decision of the Committee.

Section 8.2 - Operation of Committee

No Living Unit shall be altered, modified or changed in any way which changes exterior or the appearance thereof, nor shall any Living Unit be rebuilt, nor shall any grading or landscaping for a Sublot be changed unless an application, plans and specifications for the proposed alteration, modification or change shall have been submitted to and approved in writing by the Committee. The rights of the Committee set forth in this subsection are in addition to the rights of the Committee as set forth elsewhere in this Declaration. The provisions of this subsection requiring submission of plans and specifications to and obtaining approval from the Committee shall not be applicable to the Developer, nor any entity related to or affiliated with the Developer or designated by the Developer as being subject to the provisions of this subsection.

Section 8.3 - Inspection

The Design Review Committee may inspect work being performed with its permission to assure compliance with this Declaration and applicable regulations. The presence of a member of the Design Review Committee, or an agent thereof, on any Sublot, shall not be deemed a trespass so long as the presence is in furtherance of said member's duties as a member of the Design Review Committee. The Design Review Committee shall have access to a Living Unit at reasonable times and upon reasonable notice to the Owner of such Living Unit.

Section 8.4 - Violations and Remedies

Should any Living Unit be altered, constructed, or related improvements be reconstructed or removed from or upon any Sublot, or should the use thereof be modified in any way from the use originally constructed or installed without first obtaining the prior written approval of the Developer or Design Review Committee as provided in this Article VIII, such act shall be deemed to be a

BOOK 421
PAGE 0226

violation of this Article VIII and this Declaration. Any party violating this Article VIII shall, immediately upon the receipt of written notice of such violation from the Developer or Design Review Committee, cease and desist from the commission of any such act and immediately commence to take such steps as will alleviate or remedy any such condition of default and shall continue with all due diligence thereafter until the satisfactory completion of same. Should the party committing such act in contravention of this Article VIII fail to immediately take such remedial action as aforesaid, then and in such event, the Association shall have the right, but not the obligation, in addition to any and all other rights or remedies available to it at law or in equity, each of which remedies shall be deemed to be nonexclusive, to do any of the following:

(a) Abate Violation: Without liability to the Owner of the Sublot, cause its agents and employees to enter upon the Sublot and/or the Living Units for the purpose of summarily abating any such use and/or removing any such building or structure or other improvement.

(b) Seek Injunction: Apply to a court having jurisdiction over the Property for the purpose of obtaining an injunction directing the violating party to abate any such use and/or removing any such building or structure wherever located in Hickory Ridge.

(c) Seek Reimbursement. Seek full and complete reimbursement from any party committing any of the aforesaid acts in contravention of this Article VIII, of any costs, damages and expenses (including without limitation court costs, attorneys' and paralegals' fees, litigation costs, and costs to collect such sum) incurred by the Association with respect to its exercise of any of its rights for the purpose of remedying any such condition of default.

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

ARTICLE IX ASSESSMENTS

Section 9.1 - 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 determines to be necessary and appropriate within the meaning and spirit of this Declaration.

Section 9.2 - Responsibility for Payment of 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. 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.

(a) The Assessments during the Subsidy Period shall be as follows:

(1) Initial Share of Owners of Living Units. Developer shall determine the Assessments to be paid by the Owner of each Living Unit. The Developer shall not be required to pay Assessments on Living Units owned by the Developer during the Subsidy Period. During the Subsidy Period the Assessments per Living Unit shall not be greater than the following amounts:

Assessment Calendar Year	Maximum Annual Assessment Per Living Unit
1999	\$1,380
2000	\$1,449

(2) Share of the Developer. During the Subsidy Period Developer shall pay all Common Expenses which are not covered by the annual Assessments payable by Owners of Living Units as set forth above. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of both. The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of

BOOK 421 PAGE 0228

services or materials or a combination of services and materials with Developer or other entities for the payment of some portion of the Common Expenses during the Subsidy Period. An Eligible Mortgage Holder acquiring title to all or any portion of the Property as a result of: (A) a foreclosure sale; or (B) a deed in lieu of foreclosure, shall not be responsible for the Developer's obligation for payment of the Common Expenses which are not covered by the annual Assessments payable by Owners of Living Units and Developer during the Subsidy Period.

(3) Assessments after the Subsidy Period. After the Subsidy Period 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 9.3 - 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 9.4 - 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 11.3 hereof shall, upon "Perfection" as provided in Section 10.1, 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 9.5 - 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 10.3, but any unpaid part of the Assessments shall be assessed and levied against all of the Owners, including the Owner of the Ownership Interest

BOOK 421 PAGE 0229

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 9.6 - 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 statement referred to herein shall be included in the Certificate of Compliance with Restrictions referred to in Section 7.26 of this Declaration. 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 X.

Section 9.7 - 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 9.8 - 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.

ARTICLE X
LIENS

Section 10.1 - Perfection of Lien

If any Owner or a Developer 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 or a Developer 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 or Developer 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:

- (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 11.3).
- (d) A statement referring to the provisions of this Declaration authorizing the Certificate of Lien.

Section 10.2 - 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 of 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 10.3 - Priority

A lien perfected under this Article X 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 heretofore 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 or Developer'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 10.4 - 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

16.9 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 10.5 - 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 for pursuing any and all other remedies granted to it elsewhere in this Declaration, whether at law or in equity.

Section 10.6 - Personal Obligations

The obligations created pursuant to this Article X 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 XI
REMEDIES OF THE ASSOCIATION

Section 11.1 - 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 11.2 - 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 or Developer 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 11.3 hereof.

BOOK 421
PAGE 0232

Section 11.3 - Cost of Collection

If any Owner fails to pay any Assessment when due or upon delinquency in the payment of any sums or cost 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".

(c) Foreclose a lien filed in accordance with Article X 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 11.4 - Binding Effect

The remedies provided in this Article XI against a Delinquent Owner or Developer may also be pursued against the heirs, executors, administrators, successors and assigns and grantees of such Owner or Developer, except as specifically provided in Section 9.5 of this Declaration.

ARTICLE XII
NO PARTITION

Except as is permitted in this Declaration or in any amendments thereto, 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.

BOOK 421
PAGE 0233

ARTICLE XIII
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 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.

ARTICLE XIV
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 14.1 - 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;

BOOK 421
PAGE 0234

(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 14.2 and 14.3 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 14.2 - 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 at 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, are allocated.

Section 14.3 - Amendments to Documents

The following provisions do not apply to amendments to the constituent documents or termination of the Association made as a result of destruction, damage, or condemnation pursuant to Section 14.2(a) and (b) of this Article:

(a) The consent of at least sixty-seven percent (67%) of the Class "A" Members and of the Class "B" Member and the approval of the Eligible Mortgage Holders to which at least sixty-seven percent (67%) of the votes of Living Units subject to a mortgage appertain, shall be required to terminate the Association.

(b) The vote of at least sixty-seven percent (67%) of the Class "A" Members and the consent of the Class "B" Member and the approval of Eligible Mortgage Holders to which at least fifty-one percent (51%) of the votes of Living Units subject to mortgages appertain, shall be required to materially amend any provisions of the Declaration, Code, or Articles of Incorporation of the Association, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following:

- (1) voting rights;
- (2) Assessments, Additional Assessments, assessment liens, or priority assessment liens;
- (3) reserves for maintenance, repair, and replacement of the Common Areas;
- (4) responsibility for maintenance and repair;
- (5) insurance or fidelity bonds;
- (6) rights to use of the Common Areas;
- (7) leasing of Living Units;
- (8) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Living Unit (this provision is subject and subordinate to any provision in an agreement for the sale by the Developer of a Living Unit.);
- (9) establishment of self-management by the Association where professional management has been required by an Eligible Mortgage Holder;
- (10) restoration or repair of the Property (after hazard damage or partial condemnation) in a manner other than that specified in this Declaration;
- (11) any action to terminate the legal status of the Property after substantial destruction or condemnation occurs;
- (12) expansion or contraction of the Property, or the addition, annexation, or withdrawal of the Property other than as provided in Section 1.3 of this Declaration; or
- (13) any provisions included in this Declaration, Code, or Articles of Incorporation which are for the express benefit of Eligible Mortgage Holders on Living Units.

BOOK 421
PAGE 0236

Section 14.4 - Special Federal Home Loan Mortgage Corporation Provisions

So long as required by the Federal Home Loan Mortgage Corporation, the following provisions shall apply to this Declaration:

(a) Unless two-thirds (2/3) of the first mortgagees or Owners give their consent, the Association shall not: (1) by act or omission seek to abandon, become a partition, subdivide, encumber, sell or transfer any portion of the Property owned by the Association (the granting of easements for public utilities or for public purposes or the dedication to public use of utilities or roads consistent with the intended use of the Property shall not be deemed a transfer); (2) change the method of determining the obligations, Assessments, dues or other charges which may be levied against an Owner; (3) fail to maintain fire and extended coverage insurance as required by this Declaration; or (4) use hazard insurance proceeds for any Common Area losses for other than repair, replacement or reconstruction of such properties.

(b) The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from mortgagees or Owners or a larger percentage vote as otherwise required for any of the actions contained in this Article.

(c) First mortgagees may, jointly or singularly, pay taxes or other charges which are in default or which may or have become a charge against the Common Area and may pay overdue premiums of casualty insurance policies or secure new casualty insurance coverage upon the lapse of a policy, for the Common Areas and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

ARTICLE XV
TRANSFER OF SPECIAL DEVELOPER RIGHTS

Section 15.1 - Instrument Transferring Special Developer Rights

A Developer may transfer Special Developer Rights created or reserved in this Declaration or in the Code by an instrument evidencing the transfer recorded in the land records of the County in which the Property is located. The instrument is not effective unless executed by both the transferor and transferee.

Section 15.2 - Liability of Transfer of Special Developer Rights

Upon transfer of any Special Developer Right, the liability of a transferor Developer is as follows:

(a) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon the transferor Developer. Lack of privity

(direct contractual relationship) does not deprive the Association or any Owner of standing to bring an action to enforce any obligation of the transferor.

(b) If the successor to any Special Developer Right is an Affiliate of a Developer, the transferor is jointly and severally liable with the successor for any obligation or liability of the successor which related to the Property.

(c) If a transferor retains any Special Developer Rights, but transfers other Special Developer Rights to a successor who is not an Affiliate of the Developer, the transferor is also liable for any obligations and liabilities relating to the retained Special Developer Rights imposed on a Developer by the Declaration or Code arising after the transfer.

(d) A transferor has no liability for any act or omission, or any breach of contractual or warranty obligation arising from the exercise of a Special Developer Right by a successor Developer who is not an Affiliate of the transferor.

Section 15.3 - Acquisition of Special Developer Rights

Unless otherwise provided in a mortgage held by a first mortgagee, in case of foreclosure of a mortgage (or deed in lieu of foreclosure), tax sale, judicial sale, or sale under the Bankruptcy Code or receivership proceedings, of any Living Units owned by a Developer in the Property, a person acquiring title to all the Living Units being foreclosed (or deed in lieu of foreclosure) or sold, but only upon his request, succeeds to all Special Developer Rights related to such Living Units, or only to any rights reserved in the Declaration and/or Code to maintain models, sales offices, customer service offices and signs. The judgment or instrument conveying title shall provide for transfer of only the Special Developer Rights requested.

Section 15.4 - Termination of Special Developer Rights

Upon foreclosure (or deed in lieu of foreclosure), tax sale, judicial sale, Living Units in a Property owned by a Developer; (1) the Developer ceases to have any Special Developer Rights, and (2) right of a Developer to elect or designate Board Members pursuant to the Code terminates unless the judgment or instrument conveying title provides for transfer of all Special Developer Rights held by that Developer to a successor Developer.

Section 15.5 - Liabilities of A Transferee of Special Developer Rights

The liabilities and obligations of persons who succeed to Special Developer Rights are as follows:

(a) A successor to any Special Developer Right who is an Affiliate of a Developer is subject to all obligations and liabilities imposed on the transferor by the Declaration and Code.

(b) A successor to any Special Developer Right, other than a successor described in paragraphs (3) or (4) of this subsection, who is not an Affiliate of a Developer, is subject to all obligations and liabilities imposed by the Declaration and Code: (i) on a Developer which relate to such Developer's exercise or non-exercise of Special Developer Rights; or (ii) on the transferor, other than: (A) misrepresentations by any previous Developer; (B) warranty obligations on improvements made by any previous Developer, or made before this Declaration is recorded; (C) breach of any fiduciary obligation by any previous Developer or appointees to the Board of Trustees; or (D) any liability or obligation imposed on the transferor as a result of the transferor's acts or omissions after the transfer.

(c) A successor to only a Special Developer Right reserved in the Declaration and/or Code to maintain models, sales offices, customer service offices and signs, if such successor is not an Affiliate of a Developer, may not exercise any other Special Developer Right, and is not subject to any liability or obligation as a Developer.

(d) A successor to all Special Developer Rights held by the transferor who is not an Affiliate of that Developer and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Living Units under Subsection (B), may declare the intention in a recorded instrument to hold those rights solely for transfer to another person. Thereafter, until transferring all Special Developer Rights to any person acquiring title to any Living Unit owned by the successor, or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than any right held by the transferor to control the Board of Trustees in accordance with the provisions of this Declaration or the Code for the duration of the period that a Developer has the right to elect or designate Board Members, and any attempted exercise of those rights is void. So long as a successor Developer may not exercise Special Developer Rights under this Subsection, such successor Developer is not subject to any liability or obligation as a Developer.

Section 15.6 - Limitation on Liability of Transferee of Special Developer Rights

Nothing in this Article subjects any successor to a Special Developer Right to any claims against or other obligations of a transferor Developer, other than claims and obligations arising under this Declaration or the Code.

ARTICLE XVI GENERAL PROVISIONS

Section 16.1 - 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 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.

Section 16.2 - 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. No easement, restriction or condition herein shall be materially altered or terminated unless such alteration or termination is consistent with the controlling regulations of the City and other applicable governmental bodies.

Section 16.3 - 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, c/o Ameri-Con, Inc., 23611 Chagrin Boulevard (P.O. Box 221289), Beachwood, Ohio 44122, with a

BOOK 421
PAGE 0240

copy to Richard A. Rosner, Esquire, Kahn, Kleinman, Yanowitz & Amson Co., L.P.A., The Tower At Erieview, Suite 2600, 1301 East Ninth Street, Cleveland, Ohio 44114.

Section 16.4 - 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 and 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 16.5 - 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 and the Design Review Committee to the extent specifically provided herein 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 Hickory Ridge shall be preserved and maintained as a high quality, residential community.

Section 16.6 - Reservations by Original Developer - Exempt Property

(a) Original Developer reserves the right and easement for itself and Owners of nearby lands to whom Original Developer, in Original 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

BOOK 421 PAGE 0241

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

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

(d) Original 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 Original Developer, notwithstanding any covenant, easement, restriction or provision of this Declaration or its exhibits, which may be to the contrary.

(e) Original 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 declaration of condominium 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.

BOOK 421
PAGE 0242

Section 16.7 - Assignability by Original Developer

The Original 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 Original Developer, in Original 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 Original 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 16.8 - Severability

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

Section 16.9 - 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, 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 16.10 - 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 IX and X 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 16.11 - 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 mortgagee's foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner of any portion of the Property.

BOOK 421
PAGE 0243

Section 16.12 - 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 Original Developer and filed for record with the Recorder of Portage County.

(b) This Declaration may also be amended by Original 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 coverages 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 Hickory Ridge, 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; or (8) complying with the requirements of the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, and the Ohio Environmental Protection Agency. 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

BOOK 421 PAGE 0244

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 acknowledgment of, and a consent to the reservation of the power to the Original Developer to vote in favor of, make and record a Subsequent Amendment. To effect said amendment, Original Developer shall file a supplement to the Declaration setting forth the Subsequent Amendment which shall be signed by Original Developer and shall be effective upon the filing of the Subsequent Amendment with the Portage County Recorder.

(c) Original 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 Original 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; and provided further, no amendment may increase the financial burden of an Owner without the prior written consent of such Owner. 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 16.13 - 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 16.14 - 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.

Section 16.15 - Rule Against Perpetuities

If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common-law

BOOK 421
PAGE 0245

EXHIBIT "A"

Situated in the City of Streetsboro, County of Portage, State of Ohio and being known as Lot Numbers T-1A through T-1F, T-2A through T-2F, T-28A through T-28F, T-29A through T-29F, R-1A through R-1D, R-2A through R-2D, R-3A through R-3D, R-4A through R-4D, R-5A through R-5D, R-6A through R-6D, R-7A through R-7D, R-8A through R-8D, R-9A through R-9D and R-10A through R-10D (together with the Green Space and rights-of-way), and known as being a part of Original Streetsboro Township Lot Numbers 43 and 44, as shown by plat recorded as Instrument No. 9911289 in Plat Volume 99, Page 31 of Portage County Plat Records, be the same, more or less, but subject to all legal highways.

BOOK 421 PAGE 0247

EXHIBIT "C"

CERTIFICATE OF COMPLIANCE AND STATUS OF ASSESSMENTS
WITH RESPECT TO THE RESALE OF A LIVING UNIT
IN HICKORY RIDGE, A CLUSTER DEVELOPMENT
STREETSBORO, OHIO

Hickory Ridge Homeowners' Association, Inc., a non-profit Ohio corporation (the "Association"), created to govern, operate, control and administer the "Areas of Common Responsibility" for Hickory Ridge, a Cluster Development, Streetsboro, Ohio ("Hickory Ridge") and to supervise and enforce the Declaration of Covenants, Conditions, Easements and Restrictions for Hickory Ridge (the "Declaration") hereby certifies as follows:

1. The Association has received notice of a proposed sale of Living Unit No. _____, located at _____, Streetsboro, Ohio.
2. The proposed purchaser of the Living Unit is _____.
3. The owner(s) of the Living Unit (is) (are) _____.
4. The Association has no record of a violation of the Covenants and Restrictions contained in the Declaration except _____ (if none, write "None").
5. The current annual assessment attributable to the Living Unit is \$ _____.
6. The assessments are payable at the rate of \$ _____ per (month) (quarter); said assessments being payable through _____ 199__.
7. A fee of \$50.00 is payable to the Association upon the issuance of this Certificate in accordance with the terms of the Declaration.

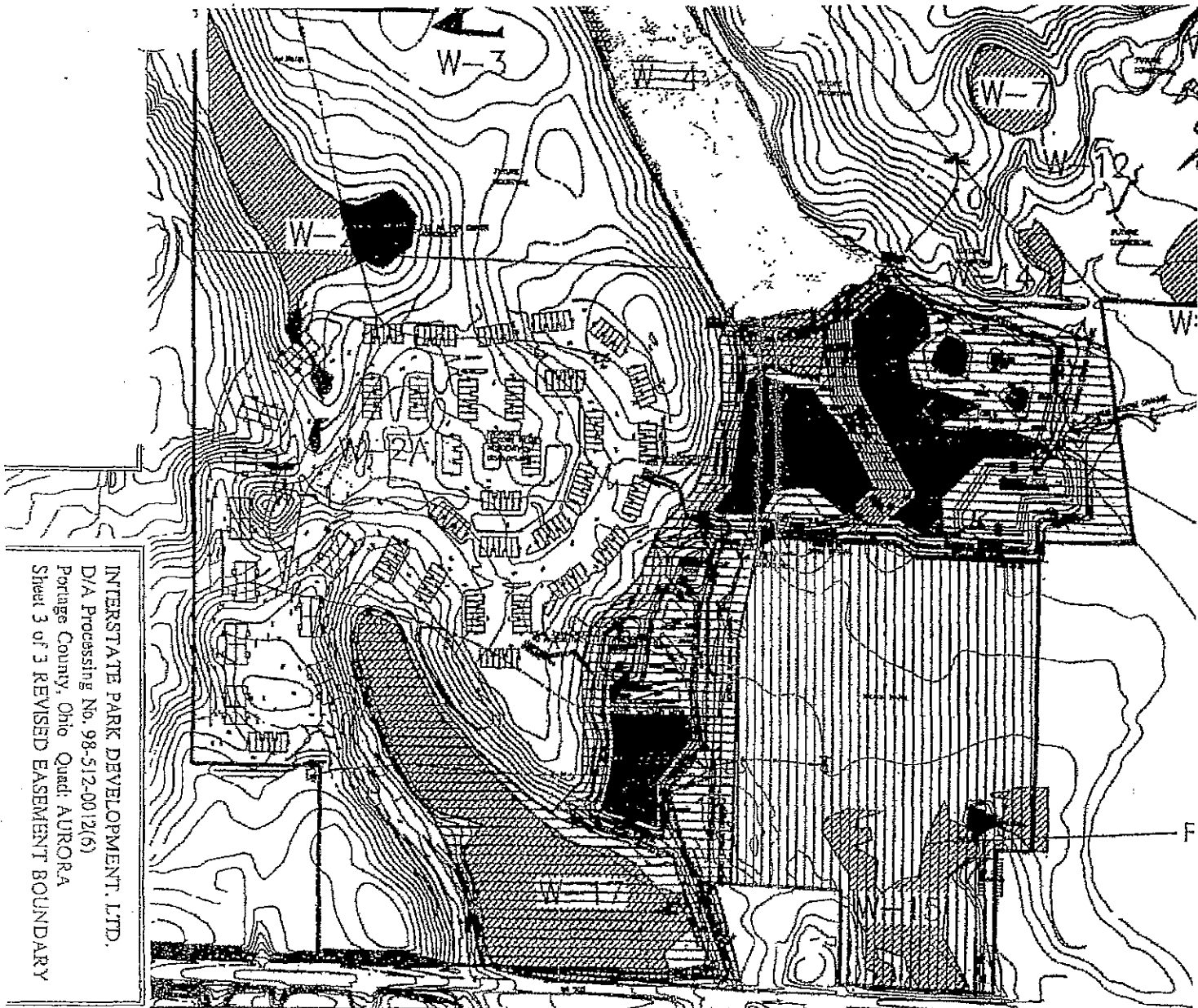
This Certificate of Compliance is being issued pursuant to Section 7.25 of the Declaration.

HICKORY RIDGE HOMEOWNERS' ASSOCIATION, INC.

By: _____

Date: _____, 199__

BOOK 421
PAGE 0251



INTERSTATE PARK DEVELOPMENT, LTD.
 D/A Processing No. 98-512-0012(6)
 Portage County, Ohio Quad: AURORA
 Sheet 3 of 3 REVISED EASEMENT BOUNDARY

400'
 SCALE 1" = 400'



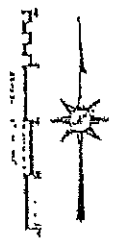
WILCOX PROPERTY PROJECT

404 PERMIT APPLICATION
 IN: UNNAMED ABOVE-HEADWATERS
 TRIBUTARY OF TINKERS CREEK

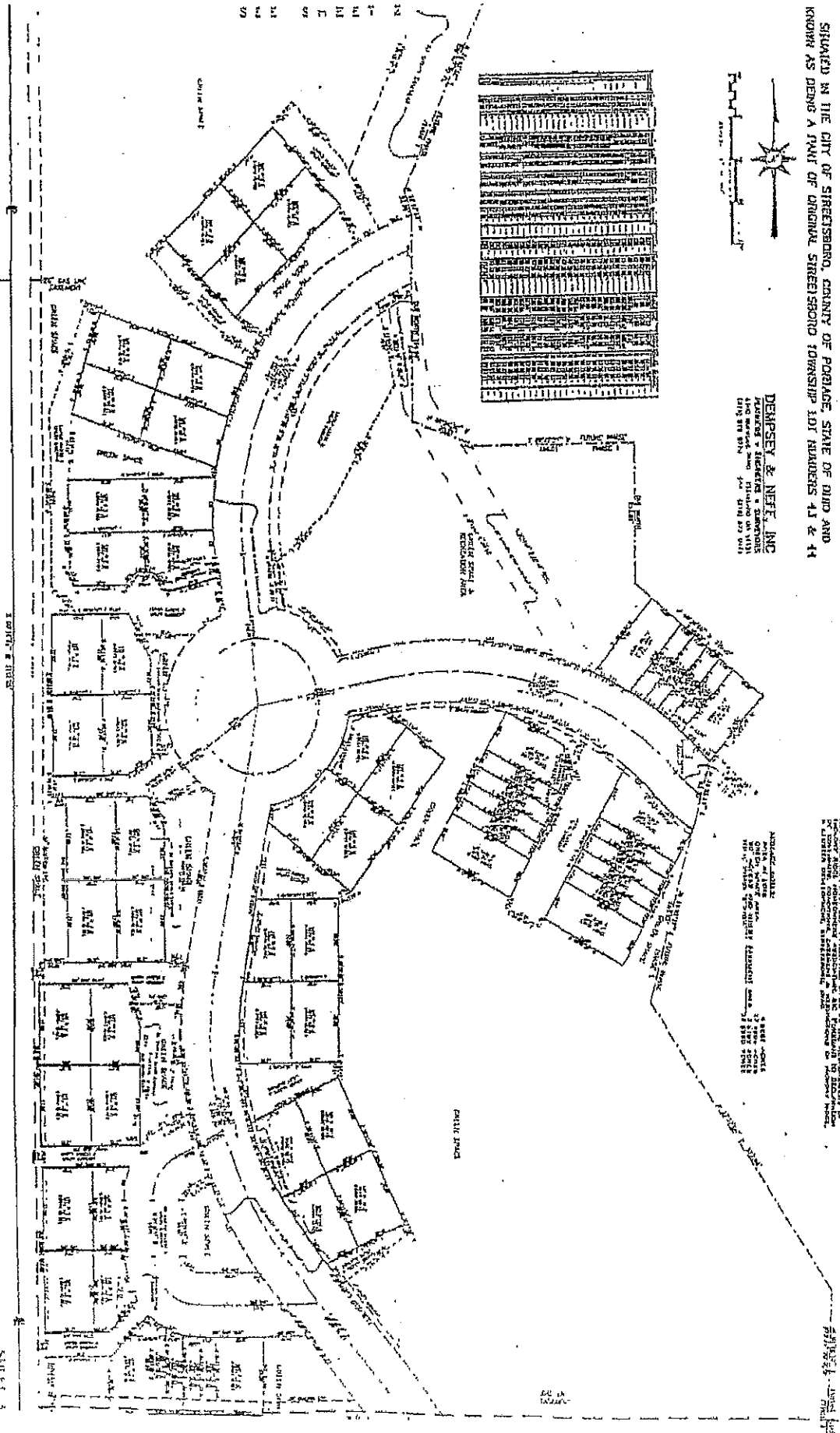
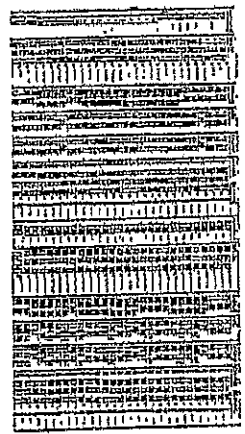
CONSERVATION, PA
 COUNTY OF: PORTAGE
 APPLICATION BY:
 GEIS COMPANIES/INTERST

HICKORY RIDGE PHASE 1

SITUATED IN THE CITY OF SHREVEPORT, COUNTY OF BOSSIERE, STATE OF LOUISIANA AND KNOWN AS BEING A PART OF ORIGINAL SHREVEPORT TOWNSHIP LOT NUMBERS 43 & 44



DEARNEY & NEFF, INC.
PLANNERS & ENGINEERS
1000 PINE STREET, SUITE 100
SHREVEPORT, LOUISIANA 71201
PHONE 645-1111



BOOK 421 PAGE 0250

SHEET 1

CONSENT OF MORTGAGEE TO DECLARATION OF COVENANTS, CONDITIONS
EASEMENTS AND RESTRICTIONS OF HICKORY RIDGE,
A CLUSTER DEVELOPMENT, STREETSBORO, PORTAGE COUNTY, OHIO

The undersigned, NATIONAL CITY BANK, a national banking association, is mortgagee of premises described in the within Declaration of Covenants, Conditions, Easements and Restrictions of Hickory Ridge, a Cluster Development, Streetsboro, Portage County, Ohio, by virtue of a mortgage filed for record on February 12, 1998 in OR Volume 269, Page 798 of Portage County Records ("Mortgage").

The undersigned hereby consents to the execution and delivery of the foregoing Declaration of Covenants, Conditions, Easements and Restrictions and the exhibits thereto ("Declaration"), and to the filing thereof in the Office of the County Recorder of Portage County, Ohio, and further, subjects and subordinates the Mortgage to the Declaration.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:
(witnesses as to both signatures)

NATIONAL CITY BANK,
a national banking association

B. J. Wolfe
Print Name B. J. Wolfe

By: James D. Evans VP

Terri Honohan
Print Name Terri Honohan

And: Robert Sawitzke V.P.

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named NATIONAL CITY BANK, a national banking association, by James D. Evans, its V. President, and by Robert Sawitzke, its V. President, who, having been first duly sworn acknowledged that they did execute the foregoing instrument and that the same was their free act and deed individually and as such officers and the free act and deed of the said Association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this 23 day of April, 1999.

B. J. Wolfe
Notary Public

THIS INSTRUMENT PREPARED BY:

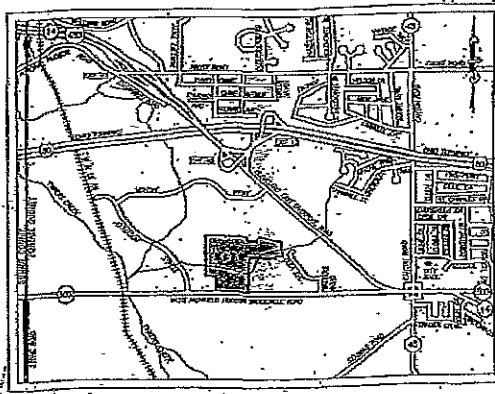
Richard A. Rosner, Attorney at Law
Kahn, Kleinman, Yanowitz & Arnson Co., L.P.A.
Suite 2600, The Tower At Erieview
1301 East Ninth Street
Cleveland, Ohio 44114
(216) 696-3311

B. J. GRIFFITH - WOLFE, Notary Public
State of Ohio, Cuyahoga County
My Commission Expires Aug. 29, 2001

BOOK 421
PAGE 0252

PLAT FOR HICKORY RIDGE PHASE I

SITUATED IN THE CITY OF STREETSBORO, COUNTY OF PORTAGE, STATE OF OHIO AND KNOWN AS BEING A PART OF ORIGINAL STREETSBORO TOWNSHIP LOT NOS 43 & 44



VICINITY MAP
DATE

RECORDED AT THE COUNTY CLERK'S OFFICE
PORTAGE COUNTY, OHIO
ON 11-28-21
BY 991289 RLS
11/28/21

ASSIGNMENT AGREEMENTS
Several detached lots of land, together with a portion of lot 43 & 44 of original Streetsboro Township Lot Nos. 43 & 44, are hereby assigned to the several owners of the lots shown on the plat hereof for the purposes herein stated.

INDEX

THE ABOVE DESCRIBED PLAT IS A COPY OF THE ORIGINAL PLAT AS FILED IN THE OFFICE OF THE COUNTY CLERK OF PORTAGE COUNTY, OHIO, AND IS SUBJECT TO THE PROVISIONS OF THE PLAT ACT, CHAPTER 163, R.S.C., WHICH PROVIDES THAT THE ORIGINAL PLAT SHALL BE KEPT IN THE OFFICE OF THE COUNTY CLERK FOR A PERIOD OF FIFTY YEARS FROM THE DATE OF RECORDATION, AND THAT ANY PERSON WHO MAY BE INTERESTED IN THE SAME MAY OBTAIN A COPY OF THE SAME FROM THE COUNTY CLERK UPON PAYMENT OF THE FEE THEREFOR.

PLAT NO. 105

INDEX

THE ABOVE DESCRIBED PLAT IS A COPY OF THE ORIGINAL PLAT AS FILED IN THE OFFICE OF THE COUNTY CLERK OF PORTAGE COUNTY, OHIO, AND IS SUBJECT TO THE PROVISIONS OF THE PLAT ACT, CHAPTER 163, R.S.C., WHICH PROVIDES THAT THE ORIGINAL PLAT SHALL BE KEPT IN THE OFFICE OF THE COUNTY CLERK FOR A PERIOD OF FIFTY YEARS FROM THE DATE OF RECORDATION, AND THAT ANY PERSON WHO MAY BE INTERESTED IN THE SAME MAY OBTAIN A COPY OF THE SAME FROM THE COUNTY CLERK UPON PAYMENT OF THE FEE THEREFOR.

PLAT NO. 105

INDEX

THE ABOVE DESCRIBED PLAT IS A COPY OF THE ORIGINAL PLAT AS FILED IN THE OFFICE OF THE COUNTY CLERK OF PORTAGE COUNTY, OHIO, AND IS SUBJECT TO THE PROVISIONS OF THE PLAT ACT, CHAPTER 163, R.S.C., WHICH PROVIDES THAT THE ORIGINAL PLAT SHALL BE KEPT IN THE OFFICE OF THE COUNTY CLERK FOR A PERIOD OF FIFTY YEARS FROM THE DATE OF RECORDATION, AND THAT ANY PERSON WHO MAY BE INTERESTED IN THE SAME MAY OBTAIN A COPY OF THE SAME FROM THE COUNTY CLERK UPON PAYMENT OF THE FEE THEREFOR.

PLAT NO. 105

INDEX

THE ABOVE DESCRIBED PLAT IS A COPY OF THE ORIGINAL PLAT AS FILED IN THE OFFICE OF THE COUNTY CLERK OF PORTAGE COUNTY, OHIO, AND IS SUBJECT TO THE PROVISIONS OF THE PLAT ACT, CHAPTER 163, R.S.C., WHICH PROVIDES THAT THE ORIGINAL PLAT SHALL BE KEPT IN THE OFFICE OF THE COUNTY CLERK FOR A PERIOD OF FIFTY YEARS FROM THE DATE OF RECORDATION, AND THAT ANY PERSON WHO MAY BE INTERESTED IN THE SAME MAY OBTAIN A COPY OF THE SAME FROM THE COUNTY CLERK UPON PAYMENT OF THE FEE THEREFOR.

PLAT NO. 105

INDEX

THE ABOVE DESCRIBED PLAT IS A COPY OF THE ORIGINAL PLAT AS FILED IN THE OFFICE OF THE COUNTY CLERK OF PORTAGE COUNTY, OHIO, AND IS SUBJECT TO THE PROVISIONS OF THE PLAT ACT, CHAPTER 163, R.S.C., WHICH PROVIDES THAT THE ORIGINAL PLAT SHALL BE KEPT IN THE OFFICE OF THE COUNTY CLERK FOR A PERIOD OF FIFTY YEARS FROM THE DATE OF RECORDATION, AND THAT ANY PERSON WHO MAY BE INTERESTED IN THE SAME MAY OBTAIN A COPY OF THE SAME FROM THE COUNTY CLERK UPON PAYMENT OF THE FEE THEREFOR.

PLAT NO. 105

INDEX

THE ABOVE DESCRIBED PLAT IS A COPY OF THE ORIGINAL PLAT AS FILED IN THE OFFICE OF THE COUNTY CLERK OF PORTAGE COUNTY, OHIO, AND IS SUBJECT TO THE PROVISIONS OF THE PLAT ACT, CHAPTER 163, R.S.C., WHICH PROVIDES THAT THE ORIGINAL PLAT SHALL BE KEPT IN THE OFFICE OF THE COUNTY CLERK FOR A PERIOD OF FIFTY YEARS FROM THE DATE OF RECORDATION, AND THAT ANY PERSON WHO MAY BE INTERESTED IN THE SAME MAY OBTAIN A COPY OF THE SAME FROM THE COUNTY CLERK UPON PAYMENT OF THE FEE THEREFOR.

PLAT NO. 105

INDEX

THE ABOVE DESCRIBED PLAT IS A COPY OF THE ORIGINAL PLAT AS FILED IN THE OFFICE OF THE COUNTY CLERK OF PORTAGE COUNTY, OHIO, AND IS SUBJECT TO THE PROVISIONS OF THE PLAT ACT, CHAPTER 163, R.S.C., WHICH PROVIDES THAT THE ORIGINAL PLAT SHALL BE KEPT IN THE OFFICE OF THE COUNTY CLERK FOR A PERIOD OF FIFTY YEARS FROM THE DATE OF RECORDATION, AND THAT ANY PERSON WHO MAY BE INTERESTED IN THE SAME MAY OBTAIN A COPY OF THE SAME FROM THE COUNTY CLERK UPON PAYMENT OF THE FEE THEREFOR.

PLAT NO. 105

INDEX

THE ABOVE DESCRIBED PLAT IS A COPY OF THE ORIGINAL PLAT AS FILED IN THE OFFICE OF THE COUNTY CLERK OF PORTAGE COUNTY, OHIO, AND IS SUBJECT TO THE PROVISIONS OF THE PLAT ACT, CHAPTER 163, R.S.C., WHICH PROVIDES THAT THE ORIGINAL PLAT SHALL BE KEPT IN THE OFFICE OF THE COUNTY CLERK FOR A PERIOD OF FIFTY YEARS FROM THE DATE OF RECORDATION, AND THAT ANY PERSON WHO MAY BE INTERESTED IN THE SAME MAY OBTAIN A COPY OF THE SAME FROM THE COUNTY CLERK UPON PAYMENT OF THE FEE THEREFOR.

PLAT NO. 105

INDEX

THE ABOVE DESCRIBED PLAT IS A COPY OF THE ORIGINAL PLAT AS FILED IN THE OFFICE OF THE COUNTY CLERK OF PORTAGE COUNTY, OHIO, AND IS SUBJECT TO THE PROVISIONS OF THE PLAT ACT, CHAPTER 163, R.S.C., WHICH PROVIDES THAT THE ORIGINAL PLAT SHALL BE KEPT IN THE OFFICE OF THE COUNTY CLERK FOR A PERIOD OF FIFTY YEARS FROM THE DATE OF RECORDATION, AND THAT ANY PERSON WHO MAY BE INTERESTED IN THE SAME MAY OBTAIN A COPY OF THE SAME FROM THE COUNTY CLERK UPON PAYMENT OF THE FEE THEREFOR.

PLAT NO. 105

INDEX

THE ABOVE DESCRIBED PLAT IS A COPY OF THE ORIGINAL PLAT AS FILED IN THE OFFICE OF THE COUNTY CLERK OF PORTAGE COUNTY, OHIO, AND IS SUBJECT TO THE PROVISIONS OF THE PLAT ACT, CHAPTER 163, R.S.C., WHICH PROVIDES THAT THE ORIGINAL PLAT SHALL BE KEPT IN THE OFFICE OF THE COUNTY CLERK FOR A PERIOD OF FIFTY YEARS FROM THE DATE OF RECORDATION, AND THAT ANY PERSON WHO MAY BE INTERESTED IN THE SAME MAY OBTAIN A COPY OF THE SAME FROM THE COUNTY CLERK UPON PAYMENT OF THE FEE THEREFOR.

PLAT NO. 105

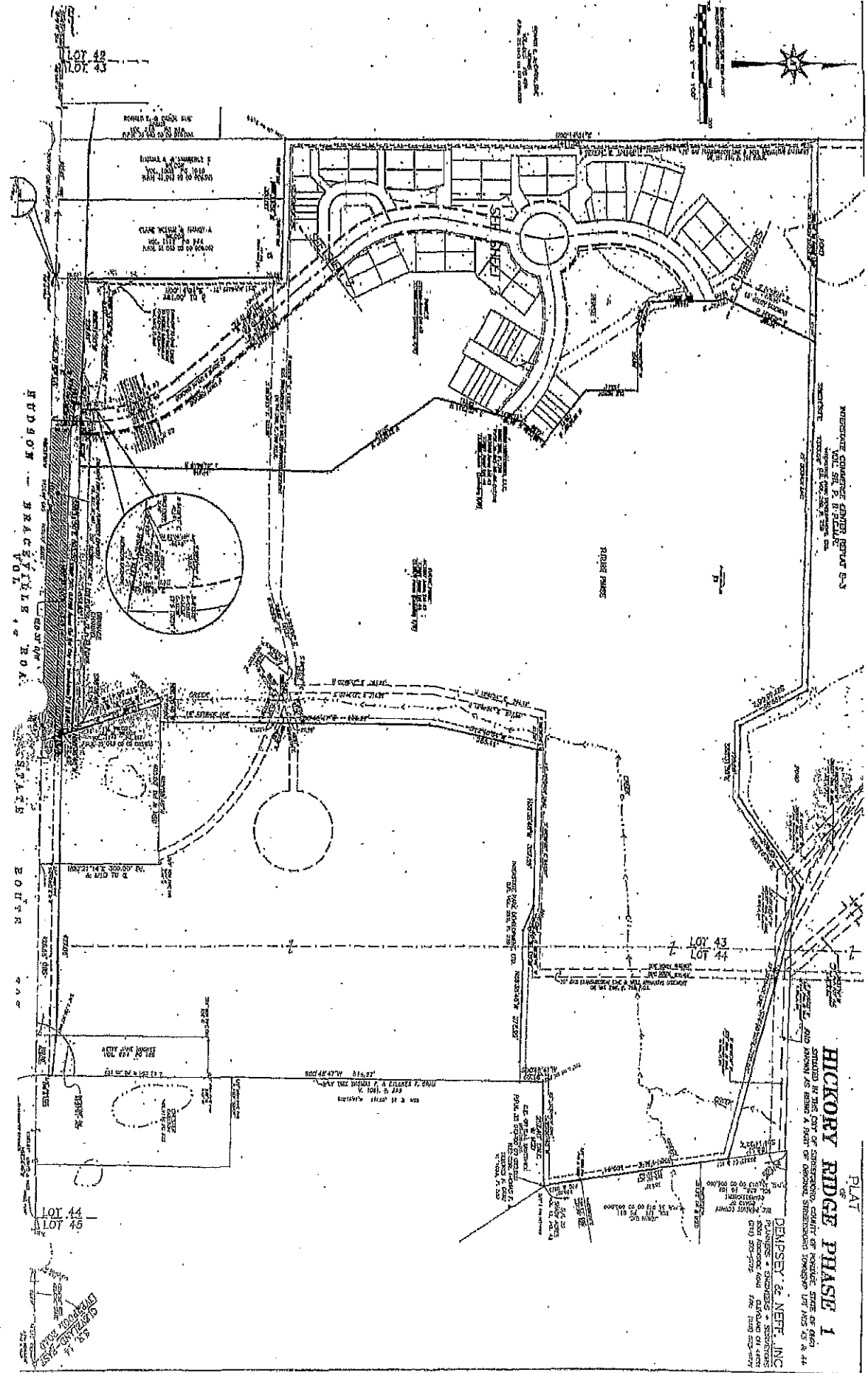
INDEX

THE ABOVE DESCRIBED PLAT IS A COPY OF THE ORIGINAL PLAT AS FILED IN THE OFFICE OF THE COUNTY CLERK OF PORTAGE COUNTY, OHIO, AND IS SUBJECT TO THE PROVISIONS OF THE PLAT ACT, CHAPTER 163, R.S.C., WHICH PROVIDES THAT THE ORIGINAL PLAT SHALL BE KEPT IN THE OFFICE OF THE COUNTY CLERK FOR A PERIOD OF FIFTY YEARS FROM THE DATE OF RECORDATION, AND THAT ANY PERSON WHO MAY BE INTERESTED IN THE SAME MAY OBTAIN A COPY OF THE SAME FROM THE COUNTY CLERK UPON PAYMENT OF THE FEE THEREFOR.

PLAT NO. 105

INDEX

THE ABOVE DESCRIBED PLAT IS A COPY OF THE ORIGINAL PLAT AS FILED IN THE OFFICE OF THE COUNTY CLERK OF PORTAGE COUNTY, OHIO, AND IS SUBJECT TO THE PROVISIONS OF THE PLAT ACT, CHAPTER 163, R.S.C., WHICH PROVIDES THAT THE ORIGINAL PLAT SHALL BE KEPT IN THE OFFICE OF THE COUNTY CLERK FOR A PERIOD OF FIFTY YEARS FROM THE DATE OF RECORDATION, AND THAT ANY PERSON WHO MAY BE



HICKORY RIDGE PHASE 1

PLAT

DENPSEY & NEFF, INC.
 ENGINEERS & ARCHITECTS
 1000 17th Street, N.W.
 Denver, Colorado 80202

Hudson Road
 BRACKETT'S
 SOUTH

LOT 42
 LOT 43

LOT 44
 LOT 45

LOT 43
 LOT 44

1000 17th Street, N.W.
 Denver, Colorado 80202

PLAN

HICKORY RIDGE PHASE I

SITUATED IN THE CITY OF STREETSBOURG, COUNTY OF PORTAGE, STATE OF OHIO AND
KACHIN AS BEING A PART OF ORIGINAL STREETSBOURG TOWNSHIP - LOT NUMBERS 43 & 44

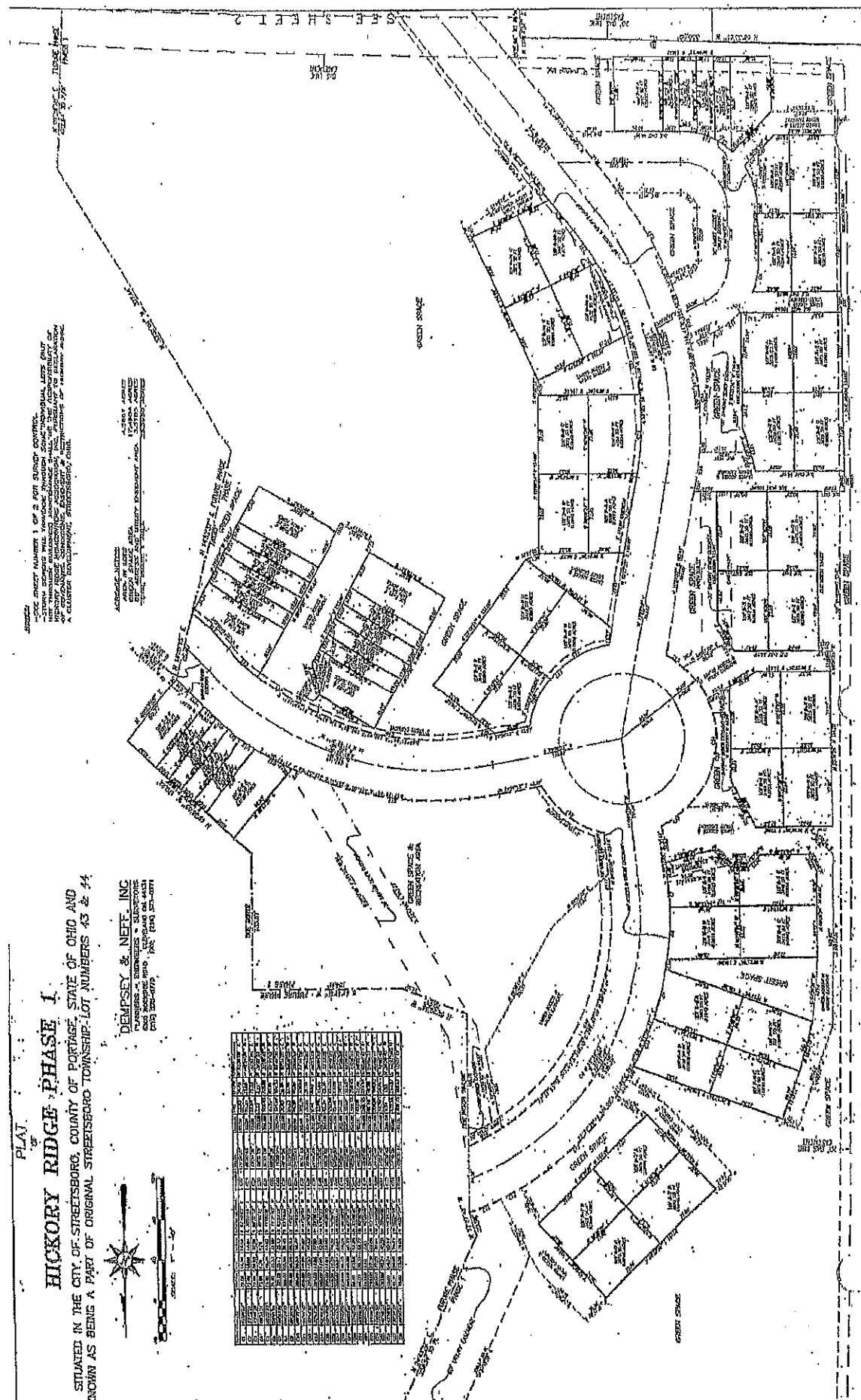


DEMPESEY & NEFF, INC.
PLANNERS & ENGINEERS • SURVEYORS
ONE BROADWAY, SUITE 200
CINCINNATI, OHIO 45202

LOT NO.	AREA (SQ. FT.)	AREA (SQ. YD.)	AREA (AC.)
1	10,000	115.5	0.23
2	10,000	115.5	0.23
3	10,000	115.5	0.23
4	10,000	115.5	0.23
5	10,000	115.5	0.23
6	10,000	115.5	0.23
7	10,000	115.5	0.23
8	10,000	115.5	0.23
9	10,000	115.5	0.23
10	10,000	115.5	0.23
11	10,000	115.5	0.23
12	10,000	115.5	0.23
13	10,000	115.5	0.23
14	10,000	115.5	0.23
15	10,000	115.5	0.23
16	10,000	115.5	0.23
17	10,000	115.5	0.23
18	10,000	115.5	0.23
19	10,000	115.5	0.23
20	10,000	115.5	0.23
21	10,000	115.5	0.23
22	10,000	115.5	0.23
23	10,000	115.5	0.23
24	10,000	115.5	0.23
25	10,000	115.5	0.23
26	10,000	115.5	0.23
27	10,000	115.5	0.23
28	10,000	115.5	0.23
29	10,000	115.5	0.23
30	10,000	115.5	0.23
31	10,000	115.5	0.23
32	10,000	115.5	0.23
33	10,000	115.5	0.23
34	10,000	115.5	0.23
35	10,000	115.5	0.23
36	10,000	115.5	0.23
37	10,000	115.5	0.23
38	10,000	115.5	0.23
39	10,000	115.5	0.23
40	10,000	115.5	0.23
41	10,000	115.5	0.23
42	10,000	115.5	0.23
43	10,000	115.5	0.23
44	10,000	115.5	0.23

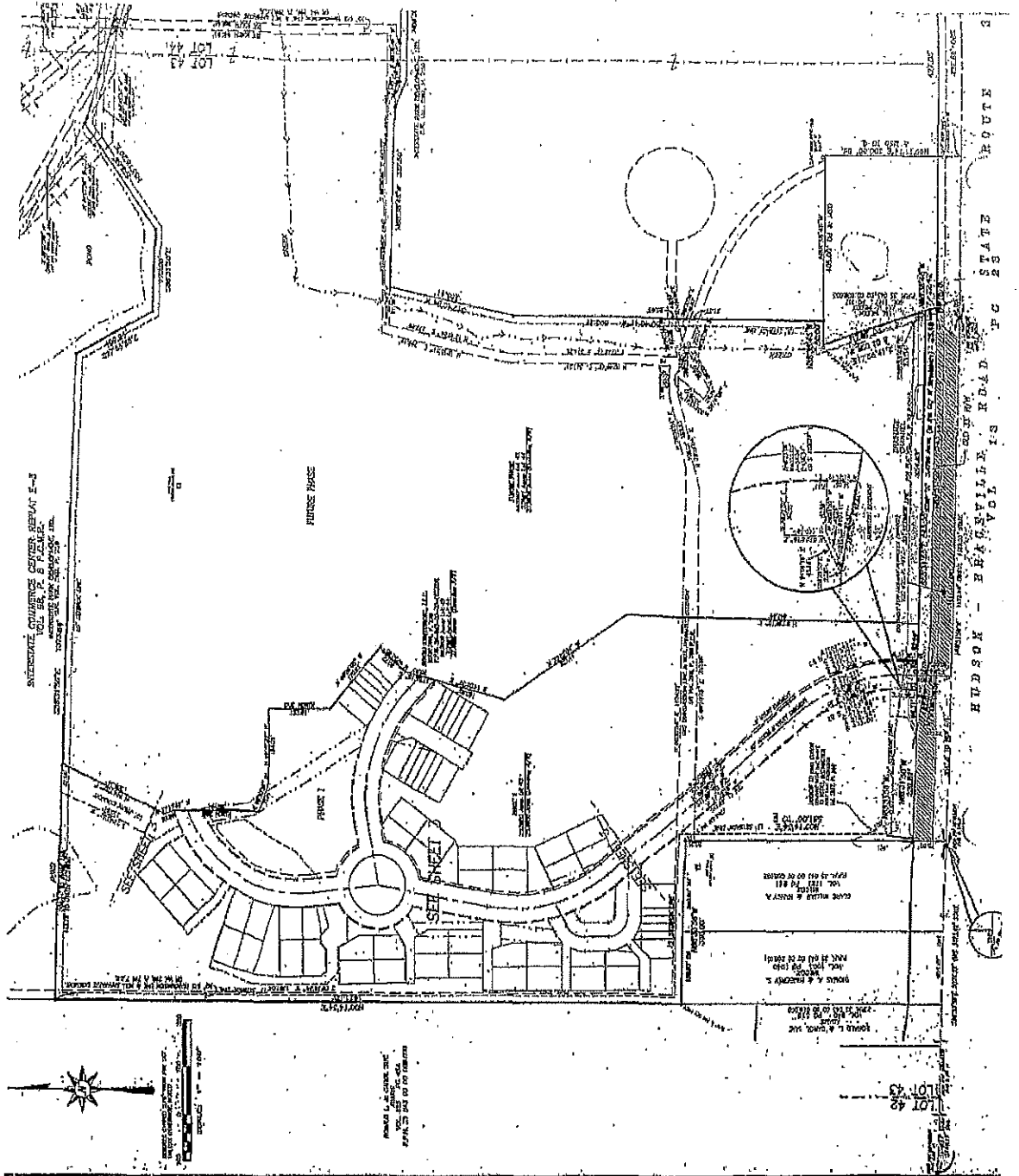
THIS PLAN IS ONE OF TWO SHEETS CONTAINING THE ENTIRE SUBDIVISION. THE OTHER SHEET IS SHEET 2 OF THIS PLAN. THIS PLAN IS NOT VALID UNLESS USED IN CONJUNCTION WITH SHEET 2 OF THIS PLAN. THE ENTIRE SUBDIVISION IS SHOWN ON SHEET 2 OF THIS PLAN.

ALTERNATE ADDRESS: 12345 MAIN ST., CINCINNATI, OHIO 45202
PHONE: (513) 555-1234



SEE SHEET 2

PLAN



INTERSTATE CHAIRMAN'S OFFICE, BRYAN, S-4
 1011 BR. P. 6 PLAZA
 1011 BR. P. 6 PLAZA
 1011 BR. P. 6 PLAZA

HOUSE TRACE

FRANCE 7

SEVEN STREET

HUDSON - BRAXVILLE RD. STATE ROUTE 2



JOHN L. GARD, JR.
 1011 BR. P. 6 PLAZA
 1011 BR. P. 6 PLAZA

JOHN L. GARD, JR.
 1011 BR. P. 6 PLAZA
 1011 BR. P. 6 PLAZA

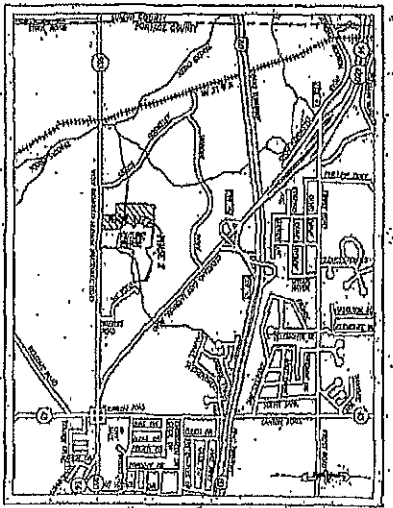
JOHN L. GARD, JR.
 1011 BR. P. 6 PLAZA
 1011 BR. P. 6 PLAZA

LOT 43

March 1967 1011 BR. P. 6 PLAZA 1011 BR. P. 6 PLAZA

HICKORY RIDGE CLUSTER DEVELOPMENT PHASE 2

SITUATED IN THE CITY OF STEUBENS, COUNTY OF PORTAGE, STATE OF OHIO AND KNOWN AS BEING A PART OF LANDS WHICH ARE LABELED "FUTURE PHASE" IN HICKORY RIDGE PHASE 1 OR PART OF ORIGINAL STEUBENS TOWNSHIP PLOT NOS 48 & AS RECORDED IN VOLUME 99 OF MAPS PAGE 31 OF PORTAGE COUNTY RECORDS



VINNEY MAP
PLAT

NUMBER OF SHEETS
1
DATE OF RECORDING

RECEIVED AT THE OFFICE OF THE COUNTY CLERK OF PORTAGE COUNTY, OHIO, THIS 15th DAY OF APRIL, 1954, FOR RECORDING.

BY: *[Signature]*
COUNTY CLERK



RECEIVED AT THE OFFICE OF THE COUNTY CLERK OF PORTAGE COUNTY, OHIO, THIS 15th DAY OF APRIL, 1954, FOR RECORDING.

BY: *[Signature]*
COUNTY CLERK

NEEDED FOR RECORD
FOR MAP USE

RECEIVED AT THE OFFICE OF THE COUNTY CLERK OF PORTAGE COUNTY, OHIO, THIS 15th DAY OF APRIL, 1954, FOR RECORDING.

BY: *[Signature]*
COUNTY CLERK



RECEIVED AT THE OFFICE OF THE COUNTY CLERK OF PORTAGE COUNTY, OHIO, THIS 15th DAY OF APRIL, 1954, FOR RECORDING.

BY: *[Signature]*
COUNTY CLERK

RECEIVED AT THE OFFICE OF THE COUNTY CLERK OF PORTAGE COUNTY, OHIO, THIS 15th DAY OF APRIL, 1954, FOR RECORDING.

BY: *[Signature]*
COUNTY CLERK

RECEIVED AT THE OFFICE OF THE COUNTY CLERK OF PORTAGE COUNTY, OHIO, THIS 15th DAY OF APRIL, 1954, FOR RECORDING.

BY: *[Signature]*
COUNTY CLERK



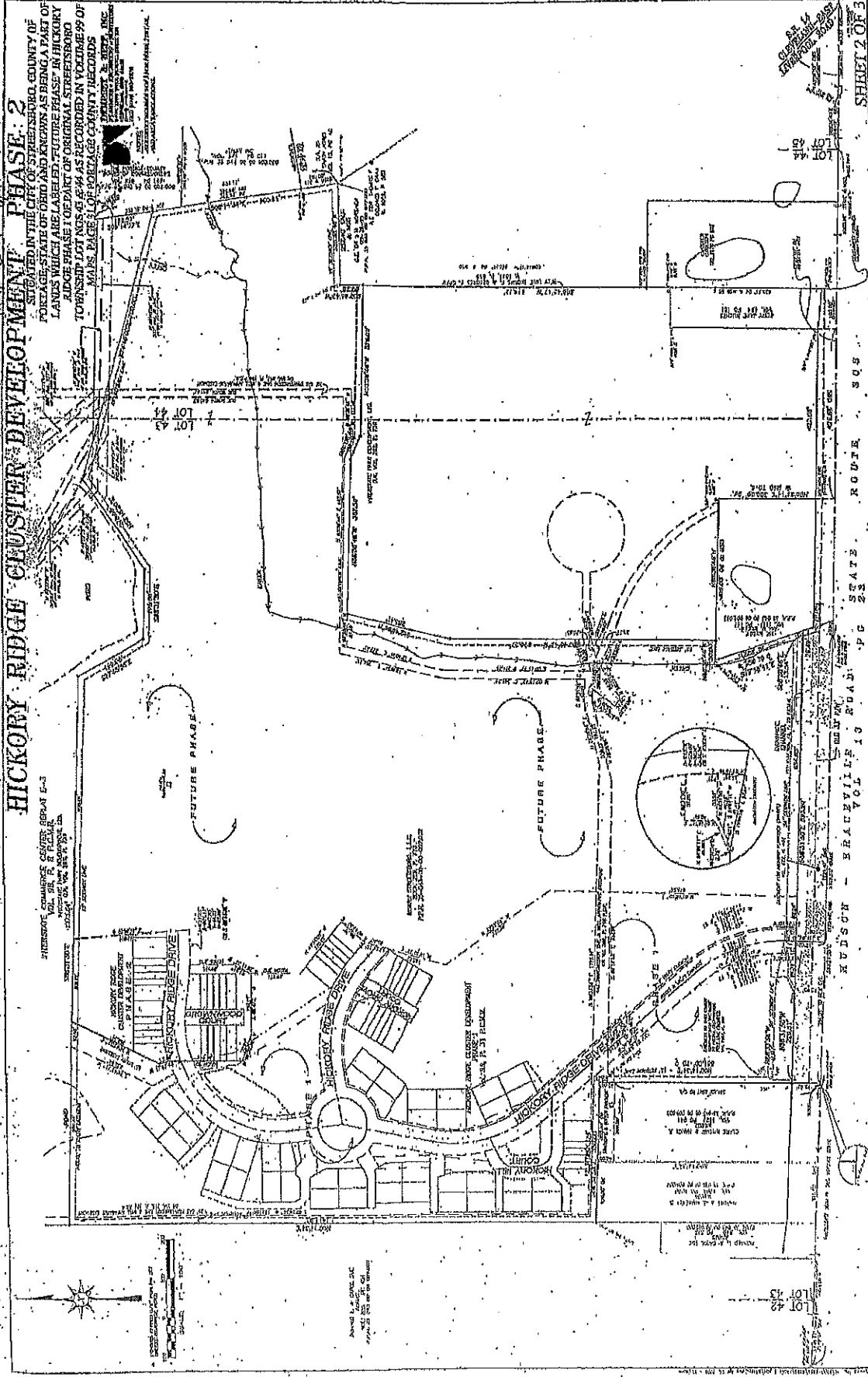
RECEIVED AT THE OFFICE OF THE COUNTY CLERK OF PORTAGE COUNTY, OHIO, THIS 15th DAY OF APRIL, 1954, FOR RECORDING.

BY: *[Signature]*
COUNTY CLERK

HICKORY RIDGE CLUSTER DEVELOPMENT PHASE 2

SITuated IN THE CITY OF STREETSBO, COUNTY OF FORKAGE, STATE OF OHIO AND KNOWN AS BEING A PART OF LANDS WHICH ARE LABELED "FUTURE PHASE" IN HICKORY RIDGE PHASE 1 OF PART OF ORIGINAL STREETSBO TOWNSHIP LOT NOS. 41-44 AS RECORDED IN VOLUME 99 OF MAPS, PLATS & RECORDS OF FORKAGE COUNTY RECORDS.

PROSPECTOR COMPANY, ENGINEERS, SEPARAT E-23
VOL. 99, P. 111-112
DATE: 10/15/1988



SEPARAT E-23
VOL. 99, P. 111-112
DATE: 10/15/1988

HUDSON - BRADYVILLE ROAD - PC SEATE ROUTE 23

SHEET 2 OF 3

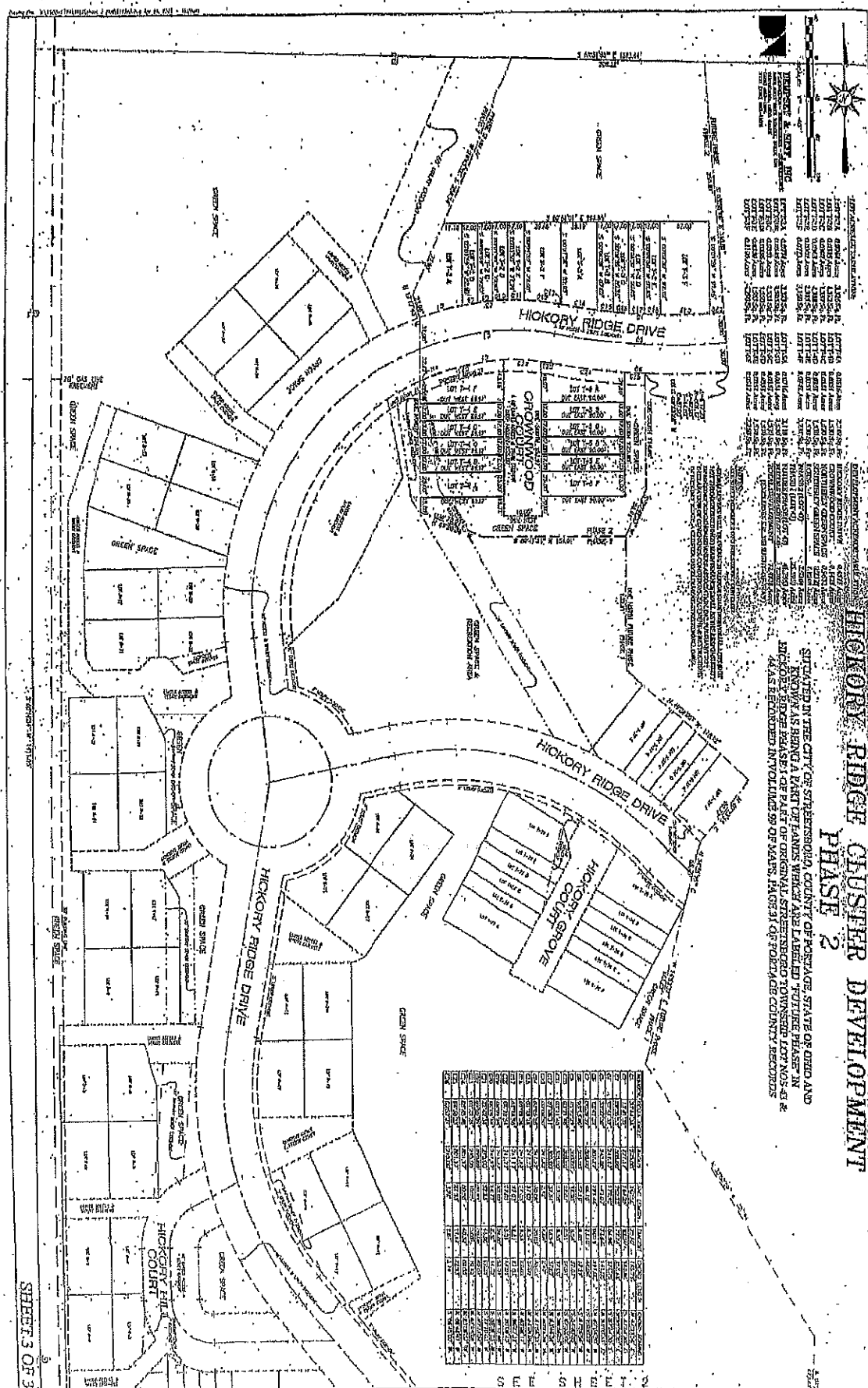


TRUSTEES & SURVEYORS
 JOHN W. BERRY & SONS, INC.
 1000 W. 10th Street, Oklahoma City, Oklahoma
 Phone: 241-1111

PROPERTY OWNERS
 LOT 1-10: JOHN W. BERRY & SONS, INC.
 LOT 11-20: JOHN W. BERRY & SONS, INC.
 LOT 21-30: JOHN W. BERRY & SONS, INC.
 LOT 31-40: JOHN W. BERRY & SONS, INC.
 LOT 41-50: JOHN W. BERRY & SONS, INC.
 LOT 51-60: JOHN W. BERRY & SONS, INC.
 LOT 61-70: JOHN W. BERRY & SONS, INC.
 LOT 71-80: JOHN W. BERRY & SONS, INC.
 LOT 81-90: JOHN W. BERRY & SONS, INC.
 LOT 91-100: JOHN W. BERRY & SONS, INC.

HICKORY RIDGE CLUSTER DEVELOPMENT PHASE 2

SITUATED IN THE CITY OF STEPHENSON, COUNTY OF BEAUFORT, STATE OF OHIO, AND
 CONTAINING A PART OF THE ORIGINAL STEPHENSON TOWNSHIP PLATS NO. 42 &
 43 AS BOUNDARIES SHOWN ON MAPS, RECORDS OF BEAUFORT COUNTY RECORDS



LOT NO.	ACRES	OWNER	REMARKS
1	0.10	John W. Berry & Sons, Inc.	
2	0.10	John W. Berry & Sons, Inc.	
3	0.10	John W. Berry & Sons, Inc.	
4	0.10	John W. Berry & Sons, Inc.	
5	0.10	John W. Berry & Sons, Inc.	
6	0.10	John W. Berry & Sons, Inc.	
7	0.10	John W. Berry & Sons, Inc.	
8	0.10	John W. Berry & Sons, Inc.	
9	0.10	John W. Berry & Sons, Inc.	
10	0.10	John W. Berry & Sons, Inc.	
11	0.10	John W. Berry & Sons, Inc.	
12	0.10	John W. Berry & Sons, Inc.	
13	0.10	John W. Berry & Sons, Inc.	
14	0.10	John W. Berry & Sons, Inc.	
15	0.10	John W. Berry & Sons, Inc.	
16	0.10	John W. Berry & Sons, Inc.	
17	0.10	John W. Berry & Sons, Inc.	
18	0.10	John W. Berry & Sons, Inc.	
19	0.10	John W. Berry & Sons, Inc.	
20	0.10	John W. Berry & Sons, Inc.	
21	0.10	John W. Berry & Sons, Inc.	
22	0.10	John W. Berry & Sons, Inc.	
23	0.10	John W. Berry & Sons, Inc.	
24	0.10	John W. Berry & Sons, Inc.	
25	0.10	John W. Berry & Sons, Inc.	
26	0.10	John W. Berry & Sons, Inc.	
27	0.10	John W. Berry & Sons, Inc.	
28	0.10	John W. Berry & Sons, Inc.	
29	0.10	John W. Berry & Sons, Inc.	
30	0.10	John W. Berry & Sons, Inc.	
31	0.10	John W. Berry & Sons, Inc.	
32	0.10	John W. Berry & Sons, Inc.	
33	0.10	John W. Berry & Sons, Inc.	
34	0.10	John W. Berry & Sons, Inc.	
35	0.10	John W. Berry & Sons, Inc.	
36	0.10	John W. Berry & Sons, Inc.	
37	0.10	John W. Berry & Sons, Inc.	
38	0.10	John W. Berry & Sons, Inc.	
39	0.10	John W. Berry & Sons, Inc.	
40	0.10	John W. Berry & Sons, Inc.	
41	0.10	John W. Berry & Sons, Inc.	
42	0.10	John W. Berry & Sons, Inc.	
43	0.10	John W. Berry & Sons, Inc.	
44	0.10	John W. Berry & Sons, Inc.	
45	0.10	John W. Berry & Sons, Inc.	
46	0.10	John W. Berry & Sons, Inc.	
47	0.10	John W. Berry & Sons, Inc.	
48	0.10	John W. Berry & Sons, Inc.	
49	0.10	John W. Berry & Sons, Inc.	
50	0.10	John W. Berry & Sons, Inc.	
51	0.10	John W. Berry & Sons, Inc.	
52	0.10	John W. Berry & Sons, Inc.	
53	0.10	John W. Berry & Sons, Inc.	
54	0.10	John W. Berry & Sons, Inc.	
55	0.10	John W. Berry & Sons, Inc.	
56	0.10	John W. Berry & Sons, Inc.	
57	0.10	John W. Berry & Sons, Inc.	
58	0.10	John W. Berry & Sons, Inc.	
59	0.10	John W. Berry & Sons, Inc.	
60	0.10	John W. Berry & Sons, Inc.	
61	0.10	John W. Berry & Sons, Inc.	
62	0.10	John W. Berry & Sons, Inc.	
63	0.10	John W. Berry & Sons, Inc.	
64	0.10	John W. Berry & Sons, Inc.	
65	0.10	John W. Berry & Sons, Inc.	
66	0.10	John W. Berry & Sons, Inc.	
67	0.10	John W. Berry & Sons, Inc.	
68	0.10	John W. Berry & Sons, Inc.	
69	0.10	John W. Berry & Sons, Inc.	
70	0.10	John W. Berry & Sons, Inc.	
71	0.10	John W. Berry & Sons, Inc.	
72	0.10	John W. Berry & Sons, Inc.	
73	0.10	John W. Berry & Sons, Inc.	
74	0.10	John W. Berry & Sons, Inc.	
75	0.10	John W. Berry & Sons, Inc.	
76	0.10	John W. Berry & Sons, Inc.	
77	0.10	John W. Berry & Sons, Inc.	
78	0.10	John W. Berry & Sons, Inc.	
79	0.10	John W. Berry & Sons, Inc.	
80	0.10	John W. Berry & Sons, Inc.	
81	0.10	John W. Berry & Sons, Inc.	
82	0.10	John W. Berry & Sons, Inc.	
83	0.10	John W. Berry & Sons, Inc.	
84	0.10	John W. Berry & Sons, Inc.	
85	0.10	John W. Berry & Sons, Inc.	
86	0.10	John W. Berry & Sons, Inc.	
87	0.10	John W. Berry & Sons, Inc.	
88	0.10	John W. Berry & Sons, Inc.	
89	0.10	John W. Berry & Sons, Inc.	
90	0.10	John W. Berry & Sons, Inc.	
91	0.10	John W. Berry & Sons, Inc.	
92	0.10	John W. Berry & Sons, Inc.	
93	0.10	John W. Berry & Sons, Inc.	
94	0.10	John W. Berry & Sons, Inc.	
95	0.10	John W. Berry & Sons, Inc.	
96	0.10	John W. Berry & Sons, Inc.	
97	0.10	John W. Berry & Sons, Inc.	
98	0.10	John W. Berry & Sons, Inc.	
99	0.10	John W. Berry & Sons, Inc.	
100	0.10	John W. Berry & Sons, Inc.	

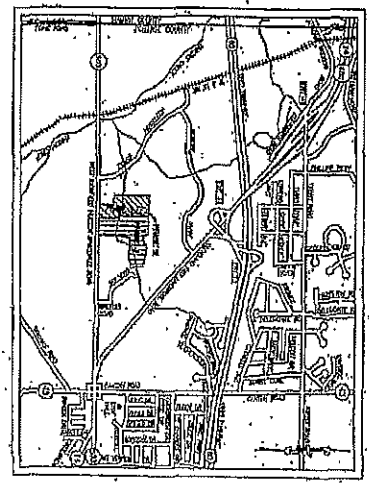
HICKORY RIDGE CLUSTER DEVELOPMENT PHASE 3

DATE OF ISSUE: 11/28/2013

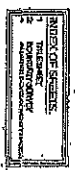
71 of 2013-20



THE STATE OF TENNESSEE
 DEPARTMENT OF REVENUE
 HAS REVIEWED THE ABOVE ENTITLED PROJECT AND HAS DETERMINED THAT THE PROJECT IS IN ACCORDANCE WITH THE REVENUE CODE OF TENNESSEE AND THE REGULATIONS THEREUNDER.



VICINITY MAP



THE STATE OF TENNESSEE DEPARTMENT OF REVENUE HAS REVIEWED THE ABOVE ENTITLED PROJECT AND HAS DETERMINED THAT THE PROJECT IS IN ACCORDANCE WITH THE REVENUE CODE OF TENNESSEE AND THE REGULATIONS THEREUNDER.

RECEIVED FOR RECORD
 TAX MAP UNIT
 11/28/2013

APPROVED BY THE BOARD OF SUPERVISORS
 COUNTY OF HAMILTON
 11/28/2013

THE STATE OF TENNESSEE DEPARTMENT OF REVENUE HAS REVIEWED THE ABOVE ENTITLED PROJECT AND HAS DETERMINED THAT THE PROJECT IS IN ACCORDANCE WITH THE REVENUE CODE OF TENNESSEE AND THE REGULATIONS THEREUNDER.

APPROVED BY THE BOARD OF SUPERVISORS
 COUNTY OF HAMILTON
 11/28/2013

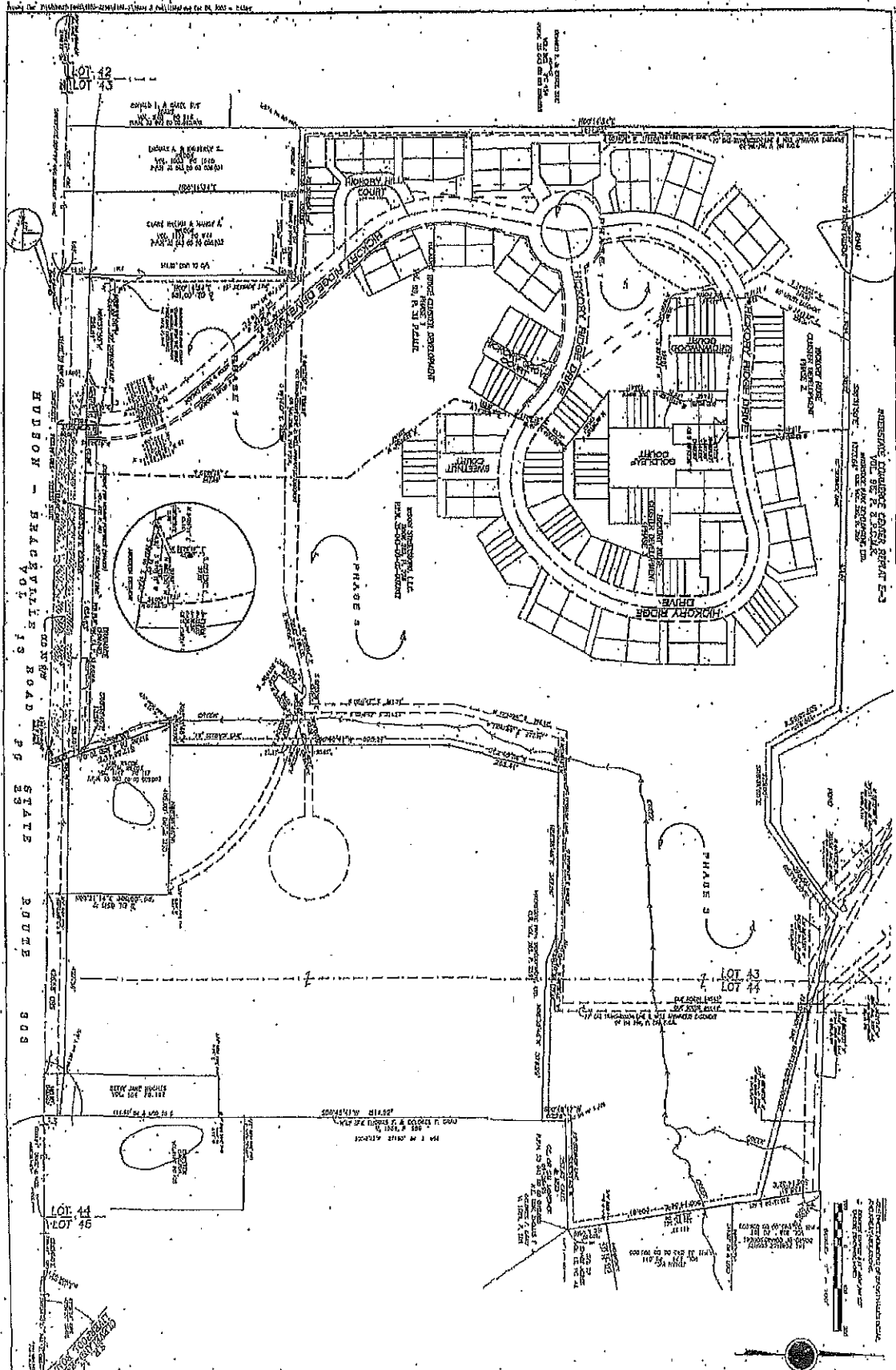


mNEFF design group
 CELEBRATING 10 YEARS OF BUSINESS
 8025 Eads Road, Knoxville, TN 37912
 Tel: 252.552.2222 Fax: 252.552.1212

HICKORY RIDGE CLUSTER DEVELOPMENT PHASE 3



NO.	DATE	DESCRIPTION
1		
2		
3		

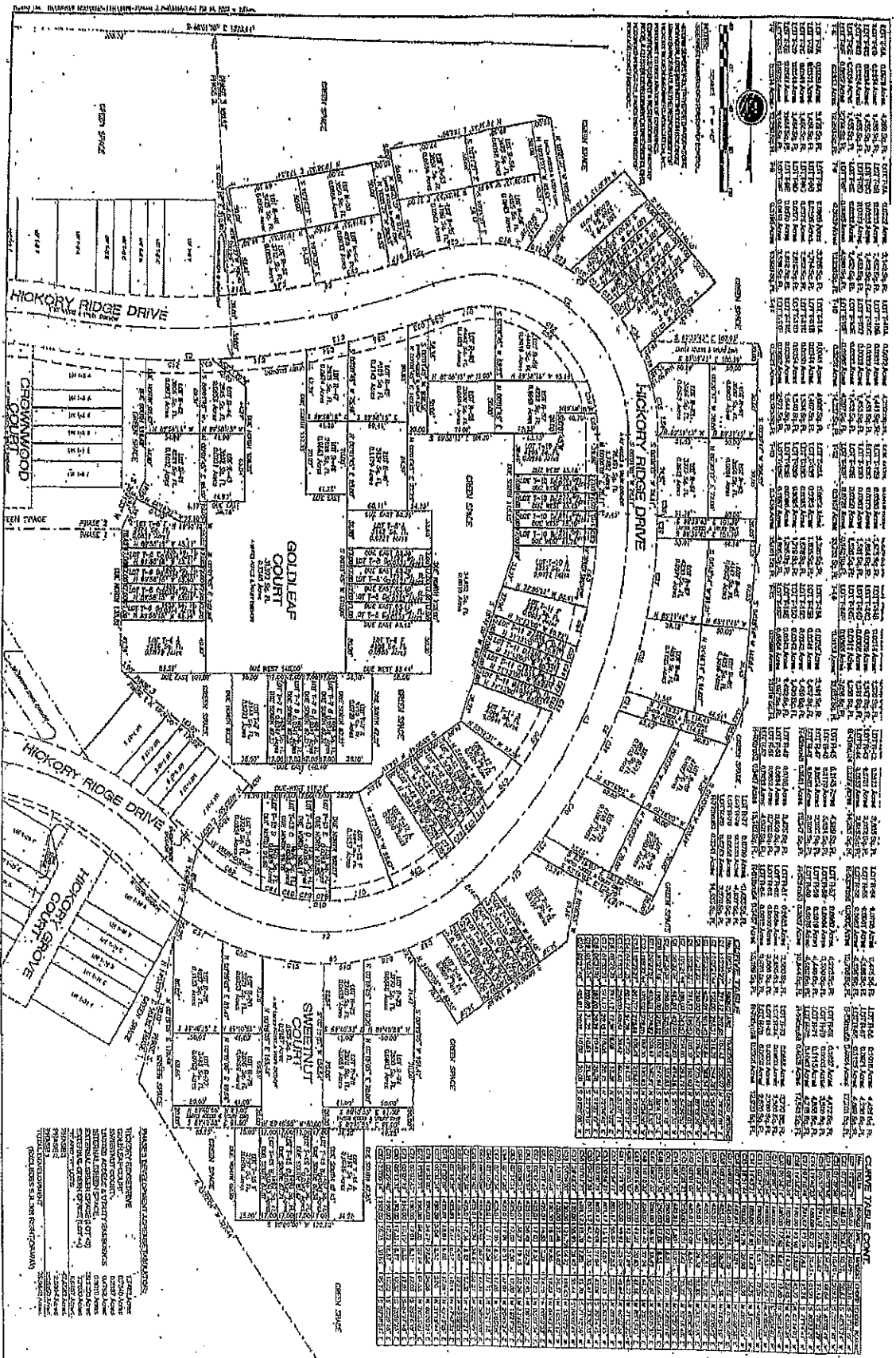


NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		

mNEFF design group
 DESIGNING AND FOR YOUR WORLD
 1015 W. 10th Street, Suite 100 • Columbus, GA 31906
 TEL: 706.325.1234 FAX: 706.325.1235

HICKORY RIDGE CLUSTER DEVELOPMENT PHASE 3
 HICKORY RIDGE CLUSTER DEVELOPMENT PHASE 3
 HICKORY RIDGE CLUSTER DEVELOPMENT PHASE 3
 HICKORY RIDGE CLUSTER DEVELOPMENT PHASE 3





LOT AREA TABLE

LOT NO.	AREA (SQ. FT.)	AREA (SQ. YD.)
1	10,000	230
2	10,000	230
3	10,000	230
4	10,000	230
5	10,000	230
6	10,000	230
7	10,000	230
8	10,000	230
9	10,000	230
10	10,000	230
11	10,000	230
12	10,000	230
13	10,000	230
14	10,000	230
15	10,000	230
16	10,000	230
17	10,000	230
18	10,000	230
19	10,000	230
20	10,000	230
21	10,000	230
22	10,000	230
23	10,000	230
24	10,000	230
25	10,000	230
26	10,000	230
27	10,000	230
28	10,000	230
29	10,000	230
30	10,000	230
31	10,000	230
32	10,000	230
33	10,000	230
34	10,000	230
35	10,000	230
36	10,000	230
37	10,000	230
38	10,000	230
39	10,000	230
40	10,000	230
41	10,000	230
42	10,000	230
43	10,000	230
44	10,000	230
45	10,000	230
46	10,000	230
47	10,000	230
48	10,000	230
49	10,000	230
50	10,000	230
51	10,000	230
52	10,000	230
53	10,000	230
54	10,000	230
55	10,000	230
56	10,000	230
57	10,000	230
58	10,000	230
59	10,000	230
60	10,000	230
61	10,000	230
62	10,000	230
63	10,000	230
64	10,000	230
65	10,000	230
66	10,000	230
67	10,000	230
68	10,000	230
69	10,000	230
70	10,000	230
71	10,000	230
72	10,000	230
73	10,000	230
74	10,000	230
75	10,000	230
76	10,000	230
77	10,000	230
78	10,000	230
79	10,000	230
80	10,000	230
81	10,000	230
82	10,000	230
83	10,000	230
84	10,000	230
85	10,000	230
86	10,000	230
87	10,000	230
88	10,000	230
89	10,000	230
90	10,000	230
91	10,000	230
92	10,000	230
93	10,000	230
94	10,000	230
95	10,000	230
96	10,000	230
97	10,000	230
98	10,000	230
99	10,000	230
100	10,000	230

GREEN SPACE TABLE

LOT NO.	AREA (SQ. FT.)	AREA (SQ. YD.)
1	10,000	230
2	10,000	230
3	10,000	230
4	10,000	230
5	10,000	230
6	10,000	230
7	10,000	230
8	10,000	230
9	10,000	230
10	10,000	230
11	10,000	230
12	10,000	230
13	10,000	230
14	10,000	230
15	10,000	230
16	10,000	230
17	10,000	230
18	10,000	230
19	10,000	230
20	10,000	230
21	10,000	230
22	10,000	230
23	10,000	230
24	10,000	230
25	10,000	230
26	10,000	230
27	10,000	230
28	10,000	230
29	10,000	230
30	10,000	230
31	10,000	230
32	10,000	230
33	10,000	230
34	10,000	230
35	10,000	230
36	10,000	230
37	10,000	230
38	10,000	230
39	10,000	230
40	10,000	230
41	10,000	230
42	10,000	230
43	10,000	230
44	10,000	230
45	10,000	230
46	10,000	230
47	10,000	230
48	10,000	230
49	10,000	230
50	10,000	230
51	10,000	230
52	10,000	230
53	10,000	230
54	10,000	230
55	10,000	230
56	10,000	230
57	10,000	230
58	10,000	230
59	10,000	230
60	10,000	230
61	10,000	230
62	10,000	230
63	10,000	230
64	10,000	230
65	10,000	230
66	10,000	230
67	10,000	230
68	10,000	230
69	10,000	230
70	10,000	230
71	10,000	230
72	10,000	230
73	10,000	230
74	10,000	230
75	10,000	230
76	10,000	230
77	10,000	230
78	10,000	230
79	10,000	230
80	10,000	230
81	10,000	230
82	10,000	230
83	10,000	230
84	10,000	230
85	10,000	230
86	10,000	230
87	10,000	230
88	10,000	230
89	10,000	230
90	10,000	230
91	10,000	230
92	10,000	230
93	10,000	230
94	10,000	230
95	10,000	230
96	10,000	230
97	10,000	230
98	10,000	230
99	10,000	230
100	10,000	230

NOTES:

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL CORNERS ARE TO BE ROUNDED TO A RADIUS OF 10 FEET.
3. ALL UTILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH LOCAL CODES.
4. ALL GREEN SPACES ARE TO BE MAINTAINED AS SUCH.
5. ALL DRIVEWAYS ARE TO BE CONCRETE.
6. ALL SIDEWALKS ARE TO BE CONCRETE.
7. ALL STREETS ARE TO BE ASPHALT.
8. ALL LOT AREAS ARE TO BE MAINTAINED AS SUCH.
9. ALL LOT DIMENSIONS ARE TO BE MAINTAINED AS SUCH.
10. ALL LOT SPACINGS ARE TO BE MAINTAINED AS SUCH.

PROPERTY INFORMATION

LOT NO.	OWNER	ADDRESS	PHONE
1	John Doe	123 Main St	555-1234
2	Jane Smith	456 Oak St	555-5678
3	Bob Johnson	789 Pine St	555-9012
4	Alice Brown	101 Elm St	555-3456
5	Charlie White	202 Maple St	555-7890

mNEFF design group
 DESIGNING SPACE FOR YOUR WORLD
 1001 East Main Street, Suite 100 • Columbus, OH 43215
 TEL: 614.444.4444 FAX: 614.444.4444

HICKORY RIDGE CLUSTER DEVELOPMENT PHASE B
 A DEVELOPMENT OF 100 LOTS IN THE CITY OF COLUMBUS, OHIO
 AS PART OF THE HICKORY RIDGE CLUSTER DEVELOPMENT PHASE B
 PROJECT, THE CITY OF COLUMBUS, OHIO, HAS ADOPTED
 THIS RESOLUTION TO APPROVE THE DEVELOPMENT PHASE B
 AS SHOWN ON SHEET 10 OF 10 AND TO AUTHORIZE THE CITY ENGINEER
 TO EXECUTE THE NECESSARY RECORD PLANS AND TO RECORD THE SAME
 IN THE OFFICE OF THE COUNTY ENGINEER, FRANKLIN COUNTY, OHIO.



MIDLAND TITLE SECURITY, INC.
NO. 17-ACC85

RECORDED & INDEXED
715719
9912901 E-43
421 253-277
FOR TITLE SECURITY RECORDER
FEE 100.00

INDEXED

CODE OF REGULATIONS

OF

HICKORY RIDGE HOMEOWNERS' ASSOCIATION, INC.

A Non-Profit Ohio Corporation

BOOK 421 PAGE 0253

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. Waiver of Notice	2
Section 7. Adjournment of Meetings	2
Section 8. Voting	3
Section 9. Proxies	3
Section 10. Majority	3
Section 11. Quorum	3
Section 12. Conduct of Meetings	3
Section 13. Action Without A Meeting	4
Article III - Board of Trustees: Number, Powers, Meetings	4
A. Composition and Selection	4
Section 1. Governing Body; Composition	4
Section 2. Trustees During Class "B" Control	4
Section 3. Right to Disapprove Actions	4
Section 4. Number of Trustees	5
Section 5. Nomination of Trustees	5
Section 6. Election and Term of Office	6
Section 7. Removal of Trustees and Vacancies	7
B. Meetings	7
Section 8. Organization Meetings	7
Section 9. Regular Meetings	7
Section 10. Special Meetings	8
Section 11. Waiver of Notice	8
Section 12. Quorum of Board	8
Section 13. Compensation	8
Section 14. Conduct of Meetings	8
Section 15. Open Meetings	9

BOOK 421 PAGE 0254

	<u>Page</u>
Section 16. Executive Session	9
Section 17. Action Without a Formal Meeting	9
C. Powers and Duties	9
Section 18. Powers	9
Section 19. Management Agent	11
Section 20. Accounts and Reports	11
Section 21. Borrowing	13
Section 22. Rights of the Association	13
Section 23. Hearing Procedure; Compliance and Non-Monetary Default	13
Article IV - Officers	16
Section 1. Officers	16
Section 2. Election, Term of Office, and Vacancies	16
Section 3. Removal	16
Section 4. Powers and Duties	16
Section 5. Resignation	16
Section 6. Agreements, Contracts, Deeds, Easements, Leases, Checks	16
Article V - Committees	17
Section 1. General	17
Section 2. Covenants Committee	17
Article VI - Finances of Association (Assessments)	17
Section 1. Preparation of Estimated Budget	17
Section 2. Reserve for Contingencies and Replacements; Special Assessments ...	18
Section 3. Failure to Prepare Annual Budget	18
Section 4. Books and Records of the Association	18
Section 5. Status of Funds Collected by Association	19
Section 6. Depository	19
Section 7. Annual Review	19
Section 8. Remedies for Failure to Pay Assessments	19
Article VII - Miscellaneous	19
Section 1. Fiscal Year	19
Section 2. Parliamentary Rules	19
Section 3. Conflicts	20
Section 4. Books and Records	20
Section 5. Notices	20
Section 6. Amendment	20

BOOK 421 PAGE 0255

CODE OF REGULATIONS

OF

HICKORY RIDGE HOMEOWNERS' ASSOCIATION, INC.

Article I

Name, Principal Office, and Definitions

Section 1. Name. The name of the Association shall be HICKORY RIDGE HOMEOWNERS' 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, 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 Hickory Ridge, A Cluster Development 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. The Association shall have two (2) classes of membership, Class "A" and Class "B" ("Members"), as more fully set forth in the Declaration, the terms of which pertaining to memberships are specifically incorporated herein by reference.

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 the termination of the Class "B" Control Period specified in Article III, Section 2 hereof, unless the Developer determines in its sole discretion to call a special meeting prior thereto. The next annual meeting shall be set by the Board

BOOK 421 PAGE 0256

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. In addition, after the Developer is no longer a Class "B" Member, 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 least ten (10%) percent 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 Class "A" Member (or to the Voting Member if and when Voting Members are created pursuant to a Subsequent Amendment to the Declaration) at his address as it appears on the records of the Association, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of meeting of a Class "A" Member or a Voting Member, as the case may be, shall be deemed the equivalent of proper notice. Any Class "A" Member or Voting Member, as the case may be, may, in writing, waive notice of any meeting of the Voting Members, either before or after such meeting. Attendance at a meeting by a Class "A" Member or a Voting Member, whether in Person or by proxy, shall be deemed a waiver by such Class "A" Member or Voting Member of notice of the time, date, and place thereof, unless such Class "A" Member or Voting Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting, shall also be deemed a waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Class "A" Members or Voting Members, as the case may be, 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

BOOK 421 PAGE 0257

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 are 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 Class "A" Members or Voting Members in the manner prescribed for regular meetings.

The Class "A" Members or Voting Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Class "A" Members or Voting Members to leave less than a quorum, provided that at least twenty-five (25%) percent of the total votes of the Association remains present in person or by proxy, and provided further that any action taken shall be approved by at least a majority of the Voting Members required to constitute a quorum.

Section 8. 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 9. Proxies. Class "A" Members may act or vote in person or by proxy. 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. Voting Members may not vote by proxy, but only in person or through their designated alternates.

Section 10. 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 (50%) percent of the total number.

Section 11. 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 Class "A" 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 12. 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.

BOOK 421 PAGE 0258

Section 13. Action Without A Meeting. Any action required by law to be taken at a meeting of the Class "A" Members or the Voting Members, or any action which may be taken at a meeting of the Class "A" Members or the Voting 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 Class "A" Members or the Voting 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 Class "A" Members or the Voting 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, 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. Trustees During Class "B" Control. The Trustees shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member until up to one hundred eighty (180) days after the first to occur of the following ("Class "B" Control Period"):

- (a) when one hundred sixty (160) Living Units permitted by the Site Plan for the Property referred to in the Declaration have been sold and conveyed to Persons other than the Developer;
- (b) December 31, 2003; or
- (c) when, in its discretion, the Class "B" Member so determines.

Section 3. Right to Disapprove Actions. This Section 3 may not be amended without the express, written consent of the Class "B" Member as long as the Class "B" membership exists.

So long as the Class "B" membership exists, the Class "B" Member shall have a right to disapprove actions of the Board and the Design Review Committee, as is more fully provided in this Section. This right shall be exercisable only by the Class "B" Member, its successors, and assigns

BOOK 421 PAGE 0359

who specifically take this power in a recorded instrument. The right to disapprove shall be as follows:

No action authorized by the Board or Design Review Committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) The Class "B" Member shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies as to the Board meetings with Article III, Sections 8, 9, and 10, of this Code and which notice shall, except in the case of the regular meetings held pursuant to this Code, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee thereof, or the Association. The Class "B" Member, its representatives or agents shall have the right to make its concerns, thoughts, and suggestions known to the members of the subject committee and/or the Board. The Class "B" Member shall have the right to disapprove any action, policy, or program authorized by the Board or any committee thereof and to be taken by the Board, such committee, the Association, or any individual Member of the Association, if Board, committee, or Association approval is necessary for such action. This right may be exercised by the Class "B" Member, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Association. The Class "B" Member shall not use its right of disapproval to require a reduction in the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Section 4. Number of Trustees. The number of Trustees in the Association shall be not less than three (3) nor more than seven (7), as provided in Section 6 below. Furthermore, there shall be an odd number of Trustees (i.e. 3, 5 or 7). The initial Board shall consist of three (3) members as identified in the Articles of Incorporation of the Association.

Section 5. Nomination of Trustees. Except with respect to Trustees selected by the Class "B" Member, 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, and three (3) 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 of the Class "A" Members or Voting Members 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

BOOK 421 PAGE 0260

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 to the Class "A" Members or Voting Members and to solicit votes.

Section 6. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) Within thirty (30) days after the time Class "A" Members own at least seventy-one (71) of the Living Units, or whenever the Class "B" Member earlier determines, the Association shall call a special meeting at which the Class "A" Members, or the Voting Members, as the case may be, shall elect one (1) of the three (3) Trustees. The remaining two (2) Trustees shall be appointees of the Class "B" Member. The Trustee elected by the Class "A" Members or the Voting Members shall not be subject to removal by the Class "B" Member acting alone and shall be elected for a term of two (2) years or until the happening of the event described in subsection (b), below, whichever is shorter. If such Trustee's term expires prior to the happening of the event described in subsection (b) below, a successor shall be elected for a like term.

(b) Within thirty (30) days after the time Class "A" Members own at least one hundred forty-one (141) of the Living Units, or whenever the Class "B" Member earlier determines, the Board shall be increased to five (5) Trustees. The Association shall call a special meeting at which Class "A" Members or the Voting Members, as the case may be, shall elect two (2) of the five (5) Trustees. The remaining three (3) Trustees shall be appointees of the Class "B" Member. The Trustees elected by the Class "A" Members or the Voting Members shall not be subject to removal by the Class "B" Member acting alone and shall be elected for a term of two (2) years or until the happening of the event described in subsection (c) below, whichever is shorter. If such Trustees' terms expire prior to the happening of the event described in subsection (c) below, successors shall be elected for a like term.

(c) At the first annual meeting of the membership after the termination of the Class "B" Control Period specified in Section 2 of this Article III, the Class "A" Members or the Voting Members shall first determine the number of Trustees (i.e., either five [5] or seven [7] Trustees); and shall then elect all five (5) or seven (7) Trustees, as the case may be. Immediately prior to such election, all persons previously elected or appointed, whether by the Developer or by the Class "A" Members (or Voting Members), shall resign; provided, however, that such persons shall be eligible for reelection to the Board of Trustees. Two (2) or three (3) Trustees (two (2) Trustees if the Board consists of five (5) Members and three (3) Trustees if the Board consists of seven (7) Members) shall be elected to serve a term of three (3) years, two (2) or three (3) Trustees (two (2) Trustees if the Board consists of five (5) Members and three (3) Trustees if the Board consists of seven (7) Members) shall be elected to serve a term of two (2) years, and one (1) Trustee shall be elected to serve a term of one (1) year. Upon the expiration of the initial term of office of each such Trustee, a successor shall be elected to serve a term of three (3) years. Thereafter, all Trustees shall be elected to serve three (3) year terms. For the purpose of the election of Trustees, each Class "A" Member or each Voting Member shall have one (1) equal vote, and Voting Members representing

BOOK 421 PAGE 0261

Living Units owned by the Class "B" Member shall also be entitled to vote, except as otherwise provided above.

At any election of Trustees, each Class "A" Member or each Voting Member shall be entitled to cast one (1) equal vote with respect to each vacancy to be filled. The candidates 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 at such meeting. The Trustees elected by the Class "A" Members or the Voting Members shall hold office until their respective successors have been elected by the Association. The Trustees may be elected to serve any number of consecutive terms. The persons so elected shall take office upon such election.

Section 7. Removal of Trustees and Vacancies. Any Trustee elected by the Class "A" Members or the Voting Members may be removed, with or without cause, by the vote of Class "A" Members or the Voting 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. A Trustee who was elected solely by the votes of Class "A" Members or the Voting Members other than the Developer may be removed from office prior to the expiration of his or her term only by the votes of a majority of Class "A" Members or the Voting Members other than the Developer. Upon removal of a Trustee, a successor shall then and there be elected by the Class "A" Members or the Voting 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 Class "A" Members or 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 8. 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 9. 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)

BOOK 421 PAGE 0202

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 10. 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, or by any two (2) members of the Board. 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 11. Waiver of Notice. The transactions of any meetings 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 without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board. At all meetings of the Board, a majority of the members of the Board shall constitute a quorum for the transaction of 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 13. Compensation. No member of the Board shall receive any compensation from the Association for acting as such unless approved by Members representing a majority vote of the total vote of the Association at a regular or special meeting of the Association; provided any Trustee may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Trustees.

Section 14. 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

BOOK 421
PAGE 0263

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 15. Open Meetings. Subject to the provisions of Sections 16 and 17 of this Article, all meetings of the Board shall be open to all Class "A" Members or Voting Members, but Class "A" Members or Voting 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 Class "A" Member or Voting Member may speak.

Section 16. 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 17. 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 18. 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 Class "A" Members or the Voting 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;

BOOK 421 PAGE 0264

(b) from and after the Subsidy Period, 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

BOOK 421 PAGE 0265

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 or a vacant Sublot, any Owner of a Living Unit or a vacant Sublot, any first mortgagee, and the holders, insurers, and guarantors of a first mortgage on any Living Unit or vacant Sublot, current copies of the Declaration, the Articles, this Code, rules governing Living Units and vacant Sublots, 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 19. 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 18 of this Article. The Developer, or an affiliate of the Developer, may be employed as managing agent or manager.

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

(a) accrual 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 commingled with any other accounts;

BOOK 421
PAGE 0266

(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, service 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) an 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 Voting Members (or all Class "A" Members if there are no Voting 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 Fifty Thousand Dollars (\$50,000). 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

BOOK 421 PAGE 0267

Section 21. 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 Class "A" Members or the Voting Members of the Association; provided, however, the Board shall obtain membership approval in the same manner as is provided in Section 9.1 of the Declaration for Assessments for borrowings made for matters referred to in said Section.

Section 22. 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 23. 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 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 change, 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

BOOK 421 PAGE 0268

(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 or the Covenants Committee (as defined in Article V, Section 2). 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. If any fine is levied against a Tenant and is not paid within ten (10) days after same is due, the Association shall have the right to evict the Tenant as hereinafter provided.

(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 fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Living Unit or its appurtenances or of the Common Areas.

(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

BOOK 421 PAGE 0269

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. 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.

BOOK 421 PAGE 0270

Article IV
Officers

Section 1. Officers. The officers of the Association shall be elected by the Board and shall consist of a President, Vice President, Secretary, and Treasurer. The Board may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. 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 the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise 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.

BOOK 421
PAGE 0271

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.

Section 2. Covenants Committee. The Board may appoint a Covenants Committee consisting of at least three (3) and no more than five (5) members. Acting in accordance with the provisions of the Declaration, this Code, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article III, Section 23 of this Code.

Article VI
Finances of Association (Assessments)

Section 1. Preparation of Estimated Budget. On or before the filing with the Cuyahoga 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 IX 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 net calendar year shall be assessed to those Members required to pay the Assessments according to and as specifically set forth in Article IX 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 month. 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 showing the net amount over or short of the actual expenditures plus reserves. At the sole discretion of the Board, any amount accumulated in excess of the amount required for actual expenses and reserves and/or to cover any shortages shall be credited to the last maturing monthly

BOOK 421 PAGE 0272

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.

In addition to such regular monthly assessments, each Class A Member shall be required to make, at the time such Member acquires title to a Living Unit from the Developer, an initial capital contribution to the Association equal to two (2) times the estimated monthly Assessment for Common Expenses for each Living Unit purchased. The general purpose of this contribution is to provide the Association with a portion of the necessary initial working capital and/or a contingency reserve. Such funds may be used for certain prepaid items (e.g., insurance premiums, utility deposits and organization, equipment and supply costs) and for such other purposes as the Board may determine. This initial capital contribution is not an escrow or advance, is not refundable and shall not be required of the Declarant, but only from those persons who or which purchase a Living Unit or Living Units from the Declarant.

Notwithstanding the provisions of this Section 1, the Board shall have the authority to establish payment of assessments on a quarterly (rather than on a monthly) basis.

Section 2. Reserve for Contingencies and Replacements: Special 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 "Estimated 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 special 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 ten (10) 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 9.2 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

BOOK 421 PAGE 0273

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 9.2 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.

BOOK 421 PAGE 0274

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 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

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if 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 portion of the Property or adjacent lands shown

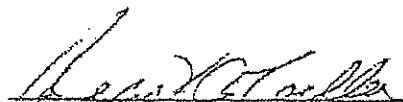
BOOK 421 PAGE 0275

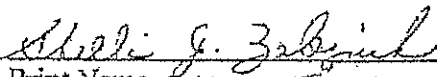
on the Site Plan, for development and so long as the amendment has no material adverse effect upon the rights of any Member. Thereafter and otherwise, this Code may be amended only by the affirmative vote or written consent or any combination thereof, of Class "A" Members or the Voting Members representing 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. 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 32nd day of April, 1999.

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


Print Name RYAN T. MACLIOR


Print Name SHELLI J. ZELENIK

RISKRU STREETSBORO LLC, an Ohio limited liability company

By: Hickory Ridge Streetsboro LLC, an Ohio limited liability company, its Managing Member

By: Ameri-Con Maplewood, LLC, an Ohio limited liability company, its Managing Member

By: 
Jeffrey C. Simler, Vice President

BOOK 421
PAGE 0276

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named RISKRU STREETSBORO LLC, an Ohio limited liability company, by Hickory Ridge Streetsboro LLC, an Ohio limited liability company, its Managing Member, by Ameri-Con Maplewood, LLC, an Ohio limited liability company, its Managing Member, by Jeffrey C. Simler, its Vice President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed personally and as such officer, and the free act and deed of said limited liability companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Beaumont, Ohio, this 30 day of April, 1999.

Shelli J. Zeleznik
NOTARY PUBLIC
SHELLI J. ZELEZNIK, Notary Public
State of Ohio, Geauga County
My Commission Expires April 27, 2003
My Commission Expires: _____

BOOK 421
PAGE 0277

This instrument prepared by:
Richard A. Rosner, Attorney at Law
Kahn, Kleinman, Yanowitz & Aronson Co., L.P.A.
Suite 2600, The Tower At Erieview
1301 East Ninth Street
Cleveland, Ohio 44114-1824
(216) 696-3311

BONNIE M. HOWE
PORTAGE CO. RECORDER

20 0514256 5-78

RECEIVED FOR RECORD

AT 10:55:21

FEE 60.00

AMENDMENTS TO THE

INDEXED

DECLARATION OF COVENANTS, CONDITIONS,

EASEMENTS AND RESTRICTIONS

OF

HICKORY RIDGE

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF HICKORY RIDGE RECORDED AT BOOK 421, PAGE 0190 ET SEQ. AND THE CODE OF REGULATIONS OF HICKORY RIDGE HOMEOWNERS' ASSOCIATION, INC. RECORDED AT BOOK 421, PAGE 0253 ET SEQ. OF THE PORTAGE COUNTY RECORDS.

AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS OF HICKORY RIDGE

WHEREAS, the Declaration of Covenants, Conditions, Easements and Restrictions of Hickory Ridge (the "Declaration") was recorded at Portage County Records Book 421, Page 0190 et seq. and the Code of Regulations of Hickory Ridge Homeowners' Association, Inc. (the "Code"), was recorded at Portage County Records Book 421, Page 0253 et seq., and

WHEREAS, the Hickory Ridge Homeowners' Association, Inc. (the "Association") is a corporation consisting of all Owners in Hickory Ridge and as such is the representative of all Owners, and

WHEREAS, Article XVI, Section 16.12 of said Declaration authorizes amendments to the Declaration and Code Article VII, Section 6 authorizes amendments to the Code, and

WHEREAS, a meeting of the Association's Owners was held on or about March 9, 2005, and, at such meeting and any adjournment thereof, Owners representing at least 50% of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matters to be modified (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Owners representing 51.53% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 51.53% of the Association's voting power authorizing the Association's officers to execute Amendment A on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by Owners representing 53.07% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 53.07% of the Association's voting power authorizing the Association's officers to execute Amendment A on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration and the Code as required by the Declaration and Code of Hickory Ridge have in all respects been complied with.

NOW THEREFORE, the Declaration and Code are hereby amended by the following:

AMENDMENT A

MODIFY DECLARATION Article XVI, Section 16.3, entitled "Notices". Said modification, to be made on Pages 45-46 of the Declaration as recorded at Portage County Records Book 421, Page 0190, et seq., is as follows (deleted language is stricken; new language is underlined):

Section 16.3 - 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 by regular U.S. mail, 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.

Any notice by an Owner to the Board of Trustees shall be deemed to be duly given and any demand upon the Board of Trustees shall be deemed to have been duly made, if in writing and delivered to an officer of the Homeowners' Association or sent by regular U.S. mail to the Board of Trustees or its delegates at such address as the Board may designate from time to time by notice in writing to all Owners.

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, c/o Ameri-Con, Inc., 23611 Chagrin Boulevard (P.O. Box 221289), Beachwood, Ohio 44122, with a copy to Richard A. Rosner, Esquire, Kahn, Kleinman, The Tower At Erieview, Suite 2600, 1301 East Ninth Street, Cleveland, Ohio 44114.

Any conflict between this provision and any other provision of the Declaration and Code of Regulations shall be interpreted in favor of this amendment permitting notices by regular U.S. mail. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT B

MODIFY DECLARATION Article XVI, Section 16.12(d). Said modification, to be made on Page 50 of the Declaration as recorded at Portage County Records Book 421, Page 0190, et seq., shall delete the second-to-last sentence of Section 16.12(d) and replace it as follows (deleted language is stricken; new language is underlined):

~~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.~~ Notwithstanding anything in this Declaration or the Code to the contrary, this Declaration and the Code may be amended without a meeting of Owners upon the written consent of Owners exercising that percentage of the voting power of the Association that would otherwise be required.

MODIFY CODE Article II, Section 13, entitled "Action Without A Meeting." Said modification, to be made on Page 4 of the Code, as recorded at Portage County Records Book 421, Page 0253, et seq., is as follows (deleted language is stricken; new language is underlined):

Section 13. Action Without A Meeting. Any action required by law to be taken at a meeting of the Class "A" Members or the Voting Members, or any action which may be taken at a meeting of the Class "A" Members or the Voting Members, except removal of a Board Member, may be taken without a meeting if ~~a consent in writing setting forth the action so taken shall be signed by all of the Class "A" Members or the Voting 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 Class "A" Members or the Voting Members~~ with the approval of and in a writing or writings signed by Members having the percentage of voting power required to take such action as if the same were taken at a meeting. Such writings shall be filed with the Secretary of the Association.

Any conflict between this provision and any other provision of the Declaration and Code shall be interpreted in favor of this amendment permitting Owners to vote on amendments without a meeting. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Hickory Ridge Homeowners' Association, Inc. has caused the execution of this instrument this 26th day of April, 2005.

HICKORY RIDGE HOMEOWNERS' ASSOCIATION, INC. ✓

By: Eileen Fitzsimmons, President
EILEEN FITZSIMMONS, its President

By: Karen Charnigo, Secretary
KAREN CHARNIGO, its Secretary

STATE OF OHIO)
COUNTY OF Portage) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Hickory Ridge Homeowners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 5 of 5, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Streetsboro, Ohio, this 26th day of April, 2005.

KIMBERLY A. SHIMO
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires April 16, 2006
nka Kimberly A. Barth

Kimberly A Barth
NOTARY PUBLIC

This instrument prepared by:
KAMAN & CUSIMANO, Attorneys at Law
50 Public Square
600 Terminal Tower
Cleveland, Ohio 44113
(216) 696-0650

BONNIE M. HOWE
PORTAGE CO. RECORDER

201217404

12 SEP 20

RECEIVED FOR RECORD
AT 11:1938
FEE 4800

AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
OF
HICKORY RIDGE ✓

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF HICKORY RIDGE RECORDED AT BOOK 421, PAGE 190 ET SEQ. OF THE PORTAGE COUNTY RECORDS.

**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS OF HICKORY RIDGE**

WHEREAS, the Declaration of Covenants, Conditions, Easements and Restrictions of Hickory Ridge (the "Declaration") was recorded at Portage County Records Book 421, Page 190. et seq., and

WHEREAS, the Hickory Ridge Homeowners' Association, Inc. (the "Association") is a corporation consisting of all Owners in Hickory Ridge and as such is the representative of all Owners, and

WHEREAS, Declaration Article XIV, Section 14.3(b) authorizes amendments to the Declaration, and

WHEREAS, Owners representing at least 67% of the Association's current voting power have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Owners representing 69% of the Association's voting power as of August 16, 2012, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 69% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by the Declaration have in all respects been complied with.

NOW THEREFORE, the Declaration of Covenants, Conditions, Easements and Restrictions of Hickory Ridge is hereby amended by the following:

AMENDMENT A

INSERT a new DECLARATION ARTICLE VI, SECTION 6.1(m) entitled, "Living Unit Exterior Maintenance and Replacement." Said new addition, to be added on

Page 18 of the Declaration, as recorded at Portage County Records, Book 421, Page 190 et seq., is as follows:

(m) Exterior Maintenance and Replacement. The Association shall be responsible for the replacement of the roofing and siding on each Living Unit, while the Owner shall be responsible for the costs of such maintenance and replacement.

MODIFY DECLARATION ARTICLE VII, SECTION 7.1(a)(1). Said modification, to be made on Page 22 of the Declaration, as recorded at Portage County Records, Book 421, Page 190 et seq., is as follows (new language is underlined):

(1) Each Owner and Occupant of a Living Unit shall maintain such Living Unit in good condition and repair, excluding the replacement of the roofing and siding on each Living Unit, which shall be the responsibility of the Association, but which cost of such replacement shall remain the responsibility of the Owner, and shall keep the exterior and interior of such Living Unit, including the Party Walls, and the adjacent Common Areas free from debris, rubbish, rubble and other conditions created by such Owners or Occupants or their guests.

AMENDMENT B

[Intentionally Left Blank - Amendment Proposal Did Not Pass]

[THIS SPACE LEFT BLANK INTENTIONALLY]

SEXUAL PREDATOR & VICIOUS BREED DOGS AMENDMENT 8-25-07

BONNIE M. HOWE
PORTAGE CO. RECORDER

200719657 2315

RECEIVED FOR RECORD

AT 11.27.08

FEE 56.00

AMENDMENTS TO THE

INDEXED

DECLARATION OF COVENANTS, CONDITIONS,

EASEMENTS AND RESTRICTIONS

OF

HICKORY RIDGE ✓

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF HICKORY RIDGE RECORDED AT BOOK 421, PAGE 190 ET SEQ., OF THE PORTAGE COUNTY RECORDS.

AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS OF HICKORY RIDGE

WHEREAS, the Declaration of Covenants, Conditions, Easements and Restrictions of Hickory Ridge (the "Declaration") was recorded at Portage County Records Book 421, Page 190 et seq. and the Code of Regulations of Hickory Ridge Homeowners' Association, Inc. (the "Code"), was recorded at Portage County Records Book 421, Page 253 et seq., and

WHEREAS, the Hickory Ridge Homeowners' Association, Inc. (the "Association") is a corporation consisting of all Owners in Hickory Ridge and as such is the representative of all Owners, and

WHEREAS, Article XVI, Section 16.12(d) of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Owners representing at least 50% of the Association's voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by Owners representing 80.86% of the Association's voting power as of August 2, 2007, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 80.86% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment C signed by Owners representing 66.67% of the Association's voting power as of August 2, 2007, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 66.67% of the Association's voting power authorizing the Association's officers to execute Amendment C on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by the Declaration have in all respects been complied with.

NOW THEREFORE, the Declaration of Covenants, Conditions, Easements and Restrictions of Hickory Ridge is hereby amended by the following:

AMENDMENT B

INSERT a new DECLARATION ARTICLE VII, SECTION 7.27 entitled, "Occupancy Restriction." Said new addition, to be added on Page 30 of the Declaration, as recorded at Portage County Records, Instrument No. 9912900, is as follows:

Section 7.27- Occupancy Restriction

No person who is adjudicated to be a sexual predator [Tier III] or a habitual sex offender [Tier II] and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a Living Unit for any length of time. Any violation of this restriction shall subject the Owner and/or any Occupant of the Living Unit to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Owner or Occupant, or anyone visiting any Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Declaration and Code shall be interpreted in favor of this restriction on the occupancy of Living Units. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT C

MODIFY DECLARATION ARTICLE VII, SECTION 7.5 entitled, "Animals." Said modification, to be made on Page 23 of the Declaration, as recorded at Portage County Records, Instrument No. 9912900, is as follows (deleted language is crossed-out; new language is underlined):

Section 7.5- Animals

No animals, birds, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any portion of the Property (including the Living Units situated thereon) without the approval of the Board, except that dogs (excluding, however, any dog of vicious breed, including, without limitation, any dog of full or mixed pit-bull, rottweiler or Presa Canario breeds, which are strictly prohibited from residing, visiting or being anywhere on the

Property at anytime, except as specifically authorized in writing by the Board), cats, domestic, caged (including birds cages and fish tanks) and other customary household pets (which shall not include any snakes, other reptiles, exotic breeds or wild hybrids as the Board may, in its sole discretion, from time to time further define), not exceeding three (3) pets per Living Unit, nor exceeding more than fifty (50) pounds when full grown, and approved by the Board may be kept, subject to Rules adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or annoyance shall be permanently removed from the Property upon three days' written notice from the Board. Dogs shall at all times, whenever they are outside in any area of the Property other than a Living Unit, be confined on a leash held by a responsible person (complying with all local and state leash laws), carried or otherwise transported and are permitted only on those portions of the Property as shall have been designated for them by the Association. Each Owner shall clean up after his or her dog. The Rules may limit the number of pets which may be kept in any one Living Unit. The Board shall have absolute power to prohibit a pet from being kept on the Property or within a Living Unit if the Board finds a violation of this Section.

Dogs to be considered a vicious breed, as defined above, that have been registered with the Association on or before the date of recording of this amendment will be permitted on or within the Property. Furthermore, upon the relocation, removal, or demise of any such registered vicious dog, it may not be replaced.

Any conflict between this provision and any other provisions of the Declaration and Code shall be interpreted in favor of this restriction on pets. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Hickory Ridge Homeowners' Association, Inc. has caused the execution of this instrument this 25 day of August, 2007.

HICKORY RIDGE HOMEOWNERS' ASSOCIATION, INC.

By: Eileen Fitzsimmons, President
EILEEN FITZSIMMONS, its President

By: Sandra Chudzinski, Secretary
SANDRA CHUDZINSKI, its Secretary

STATE OF OHIO)
COUNTY OF Portage) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Hickory Ridge Homeowners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 5 of 5, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Streetsboro, Ohio, this 25th day of August, 2007.



TIMOTHY J. BRZUSKI
Notary Public, State of Ohio
My Commission Expires Oct. 4, 2009

[Signature]
NOTARY PUBLIC

This instrument prepared by:
KAMAN & CUSIMANO, Attorneys at Law
2000 Terminal Tower
50 Public Square
Cleveland, Ohio 44113
(216) 696-0650

WOOD DECK, BALCONIES & FENCES

SUBSEQUENT AMENDMENT NO. 1 TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS OF HICKORY RIDGE, A
CLUSTER DEVELOPMENT, STREETSBORO, OHIO

THIS SUBSEQUENT AMENDMENT NO. 1 ("Subsequent Amendment No. 1")
made as of the 15th day of November, 2000 by RISKRU STREETSBORO LLC,
an Ohio limited liability company (referred to herein as the "Developer").

PREAMBLE

A. On May 4, 1999, Developer caused a document entitled "Declaration of
Covenants, Conditions, Easements and Restrictions of Hickory Ridge, a Cluster
Development, Streetsboro, Ohio" (the "Declaration") to be filed for record as Document
No. 9912900 of Portage County Records for "Property" known as Hickory Ridge, a
Cluster Development, said Property being described in Exhibit "A" of the Declaration.
Unless otherwise defined herein, the terms capitalized herein shall have the same
meanings as defined in the Declaration.

Also, on May 4, 1999, Developer caused a document entitled "Code of
Regulations of Hickory Ridge Homeowners' Association, Inc." (the "Code") to be filed
for record as Instrument No. 9912901 of Portage County Records.

B. The subdivision plat for Hickory Ridge, a Cluster Development, created Lot
Numbers T-1A through T-1F, T-2A through T-2F, T-28A through T-28F, T-29A through
T-29F, R-1A through R-1D, R-2A through R-2D, R-3A through R-3D, R-4A through
R-4D, R-5A through R-5D, R-6A through R-6D, R-7A through R-7D, R-8A through
R-8D, R-9A through R-9D and R-10A through R-10D (together with the green space and
rights-of-way) as shown by plat recorded as Document No. 9911289 in Plat Volume 99,
Page 31 of Portage County Plat Records (the "Plat").

C. Section 16.12(a) of the Declaration reserved unto the Developer the right to
amend or modify the provisions of the Declaration if in its judgment the general plan of
development of Living Units will be better served by such modification, provided no
such amendment or modification shall materially and adversely affect the value of
existing Living Units or 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 such amendment or
modification.

D. Developer desires to file this Subsequent Amendment No. 1 for the purpose
of amending and modifying certain provisions of Article VI, Section 6.1 of the
Declaration and to add Article XVI, Section 16.16 thereto.

BOOK 584 PAGE 0652

NOW, THEREFORE, Developer hereby declares that the Declaration be, and hereby is, amended as follows:

1. The Preamble is incorporated in and made a part of this Subsequent Amendment No. 1.

2. Section 2.2(b) entitled "Areas of Common Responsibility" is supplemented by the following:

"(16) maintenance (in the form of periodic cleaning and sealing) of patio fences and/or wood decks serving Living Units."

3. Article VI, Section 6.1 of the Declaration entitled "Maintenance of Areas of Common Responsibility, Including Roadways and Utilities" is deleted in its entirety from the Declaration and replaced with new ARTICLE VI, SECTION 6.1 entitled "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 (including landscape maintenance) and enjoyment of such property. All work performed by the Association under this Article shall be performed in a good and workmanlike manner. The Association shall further provide maintenance (in the form of periodic cleaning and sealing) of the patio fences and/or wood decks serving Living Units. The repair and replacement of patio fences and/or wood decks serving Living Units are the responsibility and expense of the Owners of such Living Units. The following are included among such Areas of Common Responsibility:" ...

4. Article VI, Section 6.1 (a) through (l) shall remain as set forth in the Declaration.

5. The following provision is hereby added to Article XVI:

Section 16.16 – Service of Process. The agent for service of process upon the Association shall be a person designated by the Board and may be changed from time to time by filing with the Secretary of State of Ohio an appropriate form for the appointment of a statutory agent or a subsequent statutory agent of an Ohio non-profit corporation.

BOOK 584 PAGE 0653

6. Any conflicts between the provisions set forth in Nos. 3 and 5 above and other provisions of the Declaration and Code shall be interpreted in favor of such provisions making the Owners responsible for the repair and replacement of the fences and/or wood decks serving Living Units and authorizing the Board to designate a person of their choosing to serve as Statutory Agent for the Association.

7. This Subsequent Amendment No. 1 shall be effective upon the filing of the same with the Portage County Recorder.

8. Except as specifically hereinabove amended, all of the provisions of the Declaration, the Code and the Plat shall be and hereby are declared to be in full force and effect.

IN WITNESS WHEREOF, Riskru Streetsboro, LLC, an Ohio limited liability company, has signed this Subsequent Amendment No. 1 this 15 day of November, 2000.

Signed in the presence of:

RISKRU STREETSBORO, LLC, ✓
an Ohio limited liability company

(Witnesses names must be typed
or printed under their signature)

[Signature]
Print Name: ELIAN T. MCGEE

By: Hickory Ridge Streetsboro LLC, an
Ohio limited liability company, its
Managing Member ✓

[Signature]
Print Name: Sara Kisten

By: Ameri-Con Maplewood, LLC, an
Ohio limited liability company, its
Managing Member ✓

By: [Signature]
Name: SARAH M. BROWN
Title: MEMBER ✓

BOOK 584 PAGE 0654

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named RISKRU STREETSBORO LLC, an Ohio limited liability company, by Hickory Ridge Streetsboro LLC, an Ohio limited liability company, its Managing Member, by Ameri-Con Maplewood, LLC, an Ohio limited liability company, its Managing Member, by SANDY M. KAWAK, its MEMBER who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed individually and as such officer, and the free act and deed of said limited liability companies.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Brownsville, Ohio, this 15 day of November, 2000.

Cornelia A. Gimer
Notary Public
My Commission Expires: _____

CORNELIA A. GIMER, Notary Public
State of Ohio, County of Geauga
My Commission Expires 1-21-01

This Instrument Prepared By:
Richard A. Rosier, Esq.
Kahn, Kleinman, Yanowitz & Arnsen Co., L.P.A.
2600 Tower at Erie view
Cleveland, Ohio 44114-1824
Telephone: (216) 696-3311

9.05.43
20 0025569 0270
584 652-656
FEE 26.00

X Ohio State title Agency

INDEXED

BOOK 584 PAGE 0655

CONSENT OF MORTGAGEE TO SUBSEQUENT AMENDMENT NO. 1
TO DECLARATION OF COVENANTS, CONDITIONS EASEMENTS AND RESTRICTIONS OF
HICKORY RIDGE, A CLUSTER DEVELOPMENT, STREETSBORO, PORTAGE COUNTY, OHIO

The undersigned, NATIONAL CITY BANK, a national banking association, is mortgagee of premises described in the within Subsequent Amendment No. 1 to Declaration of Covenants, Conditions, Easements and Restrictions of Hickory Ridge, a Cluster Development, Streetsboro, Portage County, Ohio, by virtue of a mortgage filed for record on February 12, 1998 in OR Volume 269, Page 798 of Portage County Records ("Mortgage").

The undersigned hereby consents to the execution and delivery of the foregoing Subsequent Amendment No. 1 to Declaration of Covenants, Conditions, Easements and Restrictions and to the filing thereof in the Office of the County Recorder of Portage County, Ohio, and further, subjects and subordinates the Mortgage to the Subsequent Amendment No. 1 to Declaration of Covenants, Conditions, Easements and Restrictions.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:
(witnesses as to both signatures)

NATIONAL CITY BANK,
a national banking association

MICHELLE WERTSCH
Print Name Michelle Wertsch

By: [Signature]
Name: Robert Sam... 12/21
Title: vice President

[Signature]
Print Name DAVID J. HANCOCK

And: [Signature]
Name: JAMES W. P...
Title: VICE PRESIDENT

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named NATIONAL CITY BANK, a national banking association, by Robert Sam... 12/21, its vice President, and by James W. P..., Assistant Vice President, who, having been first duly sworn acknowledged that they did execute the foregoing instrument and that the same was their free act and deed individually and as such officers and the free act and deed of the said Association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this 15 day of December, 2000.

[Signature]
Notary Public
TERRI A. HONGER, Notary Public
State of Ohio
My Commission Expires Dec. 17, 2000

THIS INSTRUMENT PREPARED BY:
Richard A. Rosner, Attorney at Law
Kahn, Kleinman, Yanowitz & Aronson Co., L.P.A.
Suite 2600, The Tower At Erieview
East Ninth Street
Cleveland, Ohio 44114
(216) 696-3311
{JES:K0346004.1}

584 PAGE 0656

TY-1318-B

4/21/2006

BONNIE M. HOWE
PORTAGE CO. RECORDER

Parcel 10

INDEXED

20 0612822 E258

RECEIVED FOR RECORD

AT 11/22/06

EASEMENT

FEE 5.00

KNOW ALL MEN BY THESE PRESENTS, That RISKRU

STREETSBORO, LLC., the GRANTOR, claiming title by virtue of instrument recorded in O. R. Volume 269, Page 776, of the Portage County Records, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations received to its full satisfaction of OHIO EDISON COMPANY, an Ohio corporation, the GRANTEE, does hereby grant unto Grantee, its successors and assigns, an easement and right of way, together with the rights and privileges hereinafter set forth, for lines for the transmission and distribution of electric current, including communication facilities, upon, over, under and across the following described premises:

See Exhibit "A" attached and made a part hereto.

The easement and rights herein granted shall include the right to erect, inspect, operate, replace, relocate, repair, patrol and permanently maintain upon, over, under and along the above-described right of way across said premises all necessary structures, wires, cables and other usual fixtures and appurtenances used for or in connection with the transmission and distribution of electric current, including communication

AUG 02 2006

facilities, and the right of reasonable ingress and egress upon, over and across said premises for access to and from said right of way, and the right to trim, cut, remove or control by any other means at any and all times, at the sole discretion of the Grantee, such trees, limbs and underbrush within or adjacent to said right of way as may interfere with or endanger said structures, wires or appurtenances or their operation.

The Grantor reserves the right to use the ground between said structures and beneath said wires, provided that such use does not interfere with or obstruct the rights herein granted; and the Grantor agrees that no building, obstruction or impediment of any kind shall be placed within said right of way or between said structures or beneath said wires without prior written approval of the Grantee.

The Grantee will repair or replace all fences, gates, lanes, driveways, drains and ditches damaged or destroyed by it on said premises or pay Grantor for all damages to fences, gates, lanes, driveways, drains and ditches, crops and stock on said premises caused by the construction or maintenance of said lines.

TO HAVE AND TO HOLD the said easement, rights and right of way and its appurtenances to said Grantee, and to its

successors and assigns, forever, and the Grantor represents that it is the owner of the above-mentioned premises herein described.

Acknowledged as of the 18th day of MAY 2006.

RISKRU STREETSBORO, LLC. ✓

By

[Signature] ✓

And

STATE OF OHIO)

COUNTY OF Portage)

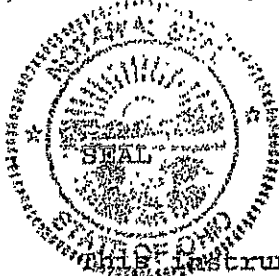
SS:

The foregoing instrument was acknowledged before me this 18th day of MAY 2006, by JEFFREY SIMLER and of RISKRU STREETSBORO, LLC., on behalf of the corporation.

[Signature]

Notary Public

Comm. Expires: 8-6-2010



This instrument prepared by Ohio Edison Company

