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**DECLARATION
OF
EASEMENTS, COVENANTS AND RESTRICTIONS
FOR
VILLAS ON TROUBADOUR HOMEOWNERS' ASSOCIATION**

TRANSFER NOT NECESSARY
01-15-98
James B. McCarthy County Auditor



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**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR VILLAS ON TROUBADOUR HOMEOWNERS' ASSOCIATION**

THIS DECLARATION is made as of the 23rd day of October, 1997, by Heartland Villas of Eaton Estates III, Inc. (the "Declarant"), and Villas on Troubadour Homeowners' Association, a non-profit Ohio corporation.

RECITALS:

A. Declarant is the owner of real property located in the Sagamore Hills Township, Ohio, shown on the plat attached hereto as Exhibit A and legally described in Exhibit B attached hereto. Declarant plans to develop the Property (as hereinafter defined) as a residential community and common area for use in common by the entire Villas on Troubadour community.

B. The Property is part of Eaton Estate, a planned unit development ("Eaton Estate PUD"), and is governed by document entitled "Declaration ("Eaton Estate II Declaration") of Covenants and Restrictions of Eaton Estate Community Association, Inc." (the "Eaton Estate Association") recorded May 3, 1994 in O.R. 1648-952 of Summit County Records. This Declaration is being created pursuant to Article II, Section 4 of the Eaton Estate Declaration which provides, in part, that the Declarant herein (referred to as a "Developer" in the Eaton Estate Declaration) may create its own homeowners association to develop, maintain and administer the common areas within its individual subdivision and to impose covenants and building use restrictions to supplement those contained in the Eaton Estate Declaration, so long as the same do not conflict with those contained in the Eaton Estate Declaration.

C. This Declaration provides the legal requirements necessary (a) to permit occupants of Villas on Troubadour to go upon, pass over, enjoy and relax in all of the Common Areas (as hereinafter defined), (b) to create an association whereby community members will be permitted, and encouraged, to participate in policy-making decisions and in the management of the Common Areas, (c) to provide for payment of the costs and expenses necessary to maintain and preserve the Common Areas, and (d) to establish high standards for the use and maintenance of residences and Common Areas so that the character of Villas on Troubadour will be preserved.

DECLARATION:

NOW, THEREFORE, Declarant declares that the Property 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 having any right, title, or interest in any part of the Property, their respective heirs, personal representatives, successors and assigns.





ARTICLE I
RECITALS; PROPERTY SUBJECT TO THIS DECLARATION

1.1 Recitals. The Recitals are incorporated in and made a part of this Declaration.

1.2 Property. The Property initially which is and shall be owned, held, transferred, sold, conveyed, used, and occupied subject to this Declaration is the real property described in Exhibit B attached hereto.

1.3 Expansion and Contraction of the Property.

(a) Declarant may add additional property to the Property, as such Property may be expanded from time-to-time by Declarant, at any time by the filing of an amendment hereto on the plat of the Property. By his acceptance of a deed for any Home, an Owner hereby authorizes Declarant as his attorney-in-fact to execute and file such plat.

(b) Declarant reserves the right to delete lands from the Property (provided the lands so deleted are not designated as Common Areas) and thereby to free such lands from the provisions of this Declaration, at any time by the filing of an amendment hereto on the plat of the Property. By his acceptance of a deed for any Home, an Owner hereby authorized Declarant as his attorney-in-fact to execute and file such plat.

ARTICLE II
EXHIBITS AND DEFINITIONS

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

Exhibit A: A copy of the drawing of Villas on Troubadour, which plat may hereafter be amended or modified by Declarant as provided herein.

Exhibit B: The legal description of the Property.

Exhibit C: The Articles of Incorporation of Villas on Troubadour Homeowners' Association filed with the Secretary of State of the State of Ohio.

Exhibit D: The Bylaws of the Villas on Troubadour Homeowners' Association.

2.2 Definitions. The following definitions are applicable to this Declaration:

(a) "Villas on Troubadour" means the residential community to be developed by Declarant as described in Recital A to this Declaration and all of the Property, as it may be enlarged or contracted.

(b) "Assessments" means the share of Common Costs referred to in Section 11.1, and special assessments as permitted herein, together with "Other Charges" which are from time to time levied by the Board and are required to be paid by an Owner. "Other Charges" shall include, without limitation, (i) interest upon each Assessment and Other Charges as determined from time to time by the Board, but in no event greater than the highest legal rate which may be charged to an individual without being usurious (but not greater than fifteen percent (15%) per annum) from the date the Assessments or Other Charges first become due to the date it is paid in full; and (ii) the reasonable costs of collection of any unpaid Assessments and Other Charges (including court costs and reasonable attorneys' fees and disbursements of counsel).

(c) "Association" means Villas on Troubadour Homeowners' Association, an Ohio non-profit corporation, its successors and assigns, created to govern, operate, control and administer Villas on Troubadour, including, without limitation, the Common Areas, and to supervise and enforce the Covenants and Restrictions.

(d) "Board" means the Board of Trustees of the Association.

(e) "City" means the Sagamore Hills Township, Ohio, a municipal corporation organized and existing under the laws of the State of Ohio.

(f) "Common Area" and "Common Areas" means that portion of the Property (including the improvements thereto and facilities thereon) designated by Declarant for ownership by the Association for the common use and enjoyment of the Members and Occupants. The Common Area to be owned by the Association after Declarant ceases to have an Ownership Interest in any Lot or Home as provided in Section 7.1, or earlier, if the Declarant conveys such area to the Association prior to such time, is described as follows: all portions of the Property excluding (i) any roadways dedicated by Declarant and accepted by the municipality and (ii) subject to the following exception, Lots (as the Lots may be modified by Declarant). Notwithstanding the foregoing, any portion of a Lot that is exterior to the exterior walls of the buildings in which the Homes are located shall be Common Area. The Common Area is expected to include (i) the entrances to the Property situated off existing and future public streets that abut the Property (the "Entrances"), and landscaping and other improvements at the Entrances; (ii) any walls and fences; (iii) any private street which is at any time constructed on the Property and signs, street lights (if any) and walks or pathways (if any); (iv) storm drainage that generally serves the Property and ponds (if any), including storm retention and detention ponds; (v) sanitary


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sewer lines; (vi) water laterals extending to Homes and other facilities; and (vii) real and personal property owned by the Association.

(g) "Declarant" means Heartland Villas of Eaton Estates III, Inc., and its successors and assigns. No Person shall be deemed to be a successor or assign of the original Declarant for the purposes of this Declaration unless such Person has been specifically so designated by Declarant, by instrument in writing and placed of record.

(h) "Declaration" means this Declaration of Easements, Covenants and Restrictions.

(i) "Home" means an individual unit of residential housing situated on an individual Lot for use and occupancy as a single family residence, together with such Lot. For purposes of this Declaration, a Home 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 Home by the governmental authority have jurisdiction over the same.

(j) "Lot" means any subplot shown on the plat attached hereto as Exhibit A (as same may be amended or modified) upon which a Home has been or is intended to be constructed and which is or will be treated by the Auditor of Summit County, Ohio, as a separate tax parcel for the purpose of assessing real property taxes. The location and dimensions of each Lot and the number of Lots in the aggregate are subject to amendment and modifications by Declarant by modification or amendment hereof and/or by the filing of an amended plat with the appropriate governmental offices (until such time as Declarant ceases to have an Ownership Interest in any of the Property).

(k) "Member" means a member of the Association, being Declarant and the other Owners.

(l) "Occupant" means a natural person who resides in a Home.

(m) "Owner" means any Person (including Declarant) who holds part or all of the record title to a Home or to a leasehold estate in any Home having an initial term of fifty (50) years or more. The word "Owner" shall not include (i) any Person holding, whether or not of record, a non-possessory future interest to a Home or to a leasehold estate in a Home having an initial term of less than fifty (50) years; and (ii) any Person having an interest merely as security for the payment of or performance of an obligation unless and until said Person all have acquired title pursuant to foreclosure or any act or proceeding in lieu of foreclosure. In the case of a land installment contract, the vendee shall be deemed the Owner, absent an agreement between vendor and vendee otherwise. Each Owner shall be treated for all purposes as a single Owner for each Home held irrespective of whether such ownership is joint or in common. In the event such

ownership interest is joint or in common, the majority vote of the Owners shall be necessary to cast any vote to which such Owners are entitled.

(n) "Ownership Interest" means the fee simple interest of Declarant or any Owner of a Lot, Home, or any other land or real property within the Property or the leasehold estate of an Owner or Declarant having an initial term of fifty (50) years or more therein.

(o) "Person" means a natural person, corporation, partnership, limited partnership, trust and any other legal entity to which the law attributes the capacity of holding title to real property or to which the law attributes rights and duties.

(p) "Property" means the land shown on the drawing attached hereto as Exhibit A and legally described in Exhibit B constituting Villas on Troubadour in its entirety as said land may, at any time until Declarant ceases to have an Ownership Interest in any of the Property, be (i) enlarged by Declarant's addition, from time-to-time, of land to the Property, as it may be enlarged from time-to-time, and (ii) contracted by Declarant's deletion, from time to time, of land from the Property.

(q) "Proportionate Share" means an equal share to each Owner (excluding Declarant during the Start-Up Period) of a Home.

(r) "Rules" means such rules and regulations to govern the operation and use of the Homes, the Common Areas and any other Property owned by the Association as may be adopted from time to time by the Board to implement and carry out the provisions and intent of this Declaration.

(s) "Start-Up Period" means the period commencing upon the filing of this Declaration for record with the Summit County Recorder and ending on the earlier of (i) the date that Declarant has completed the sale of all Homes in Villas on Troubadour or (ii) December 31, 1999, provided that in the event the Property is expanded, then such December 31, 1999 date shall be extended to such date Declarant designates, but in any event no later than December 31, 2002.

(t) "Tenant" means a Person living in and having a possessory leasehold interest in a Home, other than an Owner.

ARTICLE III EASEMENTS

3.1 Utility Easements. Declarant and/or the Association, as the case may be, shall have the right and easement to install, operate, use, maintain, repair and replace or grant to any





other Person, utility or public authority the right to install, operate, use, maintain, repair or replace, in, on, over or under any portion of Villas on Troubadour determined by Declarant and/or the Association, as the case may be, any pipes, conduits, ducts, wires, facilities, television cables and equipment, and utility lines and systems to provide or furnish electricity, telephone, television and other communications, sanitary sewers and storm sewers, drainage, gas, water, energy of all types and utility services of all types to or for the benefit of one or more Owners and/or the Association, and Declarant and the Association shall have the right to do all things reasonably necessary in connection therewith. There is hereby reserved in favor of the Declarant 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.

3.2 Access and Right-of-Way. Declarant, its agents, contractors and employees, the Association, its agents, contractors and employees, and all Owners and Occupants, their families, guests, licensees, invitees, mortgagees and lessees, shall have the perpetual and non-exclusive right of ingress, egress, access and passage to, from and over all portions of the Common Area (including, without limitation, all private roads) subject to Rules adopted by the Association.

3.3 Encroachments. Easements for encroachments caused by inaccuracy of survey or in construction or reconstruction of any building or Common Area or facility or caused by settlement or movement, and including easements for the maintenance and use of the encroaching improvements in favor of each Owner, the Association, and Declarant are hereby created, provided such encroachments are not intentionally created. Encroachments created by the initial construction of Homes by Declarant are and will be acceptable to all Owners even if created intentionally by Declarant.

3.4 Support Easements. Cross easements for support and use of any common structural elements in favor of Declarant, the Association, and the Owners of Homes which utilize common structural elements are hereby created for so long as the building or structure stands, including the continued use, benefit, enjoyment, support and service, and the right of maintenance, repair, replacement and access to said common structural elements.

3.5 Easements Reserved to Declarant. For any time that Declarant owns a fee simple interest in any real estate which is part of the Eaton Estate PUD, Declarant reserves the right and easement for itself and its guests, invitees, agents, contractors, material suppliers and others performing work and furnishing materials to construct Homes and other improvements upon the Property or outside the Property to go upon all portions Villas on Troubadour (including the inside of a Home provided that reasonable oral notice is given), for the purpose of developing, constructing, reconstructing, improving, repairing, maintaining, inspecting, selling, or otherwise dealing with any portion of the Common Area or any building, Home or other structures and improvements within Villas on Troubadour or outside of the Property. Included in the foregoing

shall be the Declarant's right to maintain upon the Property (a) signage for the advertisement and sale of real estate within or outside the Property including, without limitation, any real estate which is part of the Eaton Estate PUD and (b) construction offices/trailers, model units, and sales offices for real estate within or outside the Property including, without limitation, any real estate which is part of the Eaton Estate PUD . Declarant, its guests, licensees and invitees shall have an easement for access to all such facilities. This Section may not be amended or modified without the express written consent of Declarant.

3.6 Right of Entry for Repair, Maintenance and Restoration. The Association and its agents, employees, successors and assigns shall have a right to entry and access to, over, upon and through all the Property, including each Home and the Common Areas, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Property. In the event of an emergency, the Association's right of entry to a Home may be exercised without notice; otherwise, the Association shall give the Owners or Occupants of a Home no less than twenty-four (24) hours advance notice prior to entering a Home.

3.7 Construction in Easements. No structure, planting or other material shall be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Board to maintain the same, and its right to delegate that right to a public authority or utility.

3.8 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. The type, size and location of the signs shall be subject to the laws of the City and other governmental authorities having jurisdiction.

3.9 General. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Home or Lot.

ARTICLE IV PARTY WALLS

4.1 Use. The acceptance and use of party walls shall be governed by the following provisions:





(a) Every Owner who shall accept or receive any instrument of conveyance of a Home by acceptance of title to his or her Home, shall be deemed to have accepted the party wall covenants set forth in this Article IV.

(b) Each wall which is built as a part of the original construction of a Home and forming a common wall or boundary between two Homes shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article IV, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

(c) The Owners of Homes divided by a party wall shall have the right to use it jointly. The term "use" shall and does include normal interior usage such as paneling, wiring, piping, and other normal interior wall usages (but not in such a manner as to detrimentally and materially affect the use by the other party) plastering, painting, decorating, erection of tangent walls and shelving, hanging of mirrors and artwork, but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original materials forming the other side of the party wall or which is not consistent with the foregoing.

4.2 Modification of Party Wall. The modification of any party wall shall be governed by the following provisions:

(a) Neither Owner of a Home sharing a party wall may extend or increase the height of the party wall except upon the written approval of the other Owner and holders of any mortgages on both Homes. No such extension or increase in height may be made which impairs the strength or injures the existing wall or the foundations of the building. No such extension may be made above the roof line of the building without the prior written approval of the other Owner and the Declarant, so long as Declarant is a Member of the Association, or thereafter the Board.

(b) In the event of such extension or increase in the height of the 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 (1/2) of the cost of such part of the wall as he shall use.

(c) Any extension or increased height of the wall shall be a party wall, become part of the existing wall and be subject to the terms hereof.

4.3 Damage and Insurance. The maintenance, repair and insurance of party walls shall be governed by the following provisions:

(a) In the event of damage or destruction of a party wall from any cause whatsoever, other than the negligence or willful misconduct of either Owner sharing the party wall, the

Owners sharing the party wall shall, at their own expense, repair or rebuild said wall, and each Owner shall have the right to full use as herein contained of said wall so repaired or rebuilt. If either Owner's (or their family's, guest's, invitee's, licensee's or lessee's) negligence or willful misconduct causes damage or destruction of said wall, such Owner shall bear the entire cost of repair or reconstruction. If either Owner shall refuse to pay such Owner's share, or all of such cost in the case of negligence or willful misconduct, the other Owner may have such wall repaired or reconstructed and shall be entitled to a lien on the Home of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement costs. If either or both Owners shall give a mortgage upon such Owner's Home, then the mortgagee shall have the full right to exercise the rights of its mortgagor as a party hereunder and, in addition, the right to add the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by its mortgagor.

(b) Each Owner sharing a party wall shall obtain special form insurance on such Owner's Home which at all times shall be in an amount equal to the replacement cost of said Home, such policy to provide coverage for any damage to the party wall.

(c) All repairs or rebuilding shall be in accordance with the plans and specifications of a registered architect or engineer and in conformity with the applicable building codes.

4.4 Non-Use. If either Owner shall cease to use the wall as a party wall, such Owner shall be deemed to have abandoned all rights thereto, and the wall shall become the property of the other Owner who shall have an easement upon the land under the wall so long as the wall shall be used by such Owner.

4.5 Access. The rights of access to party walls shall be governed by the following provisions:

(a) In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Home shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a reasonable and workmanlike manner, and consent is hereby given to enter at reasonable times adjacent property to make any necessary repairs and reconstruction. The party entering the adjoining Home shall be liable for all damages arising from the entering party's (or its agents, contractors or employees) entry upon said adjoining Home.

(b) Each Owner is licensed by the other to enter upon the other's Home to make repairs or rebuild the wall at reasonable times, upon prior notice and taking all necessary precautions so as to avoid damage to the other Home. The entering Owner shall be liable for all such damage.



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4.6 Other Use. Each Owner sharing a party wall shall have the full right to use the party wall for the support 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 Home of the other Owner, and shall not impair or endanger the party wall benefits and supports to which the adjoining Home is entitled. All further use shall be subject to the terms of this Article IV.

4.7 Application. This Article IV shall be deemed to apply to a party wall built in connection with the original construction of two Homes and to all extensions and replacements thereof.

ARTICLE V
RESTRICTIONS ON CHANGE OF EXTERIOR OF HOMES - COMMON AREA

5.1 Restriction on Change of Exterior of Homes. No Owner, Occupant or guest of an Owner or Occupant shall make any material change in the exterior walls or roof of any Home or in the landscaping adjacent to a Home without first obtaining the prior consent of the Board (after Declarant ceases to have an Ownership Interest in any of the Property) or Declarant (while Declarant has an Ownership Interest in any of the Property); provided, however, that nothing herein shall prevent or prohibit an Owner or Occupant from planting flowers, plants or small shrubbery within three (3) feet of the exterior of his Home, installing a deck or screened-in porch in accordance with the provisions of Section 5.2 or installing a siding glass door in the portion of the exterior wall of the Home adjacent to such deck or screened-in porch in order to provide access thereto without the consent of the Board (after Declarant ceases to have an Ownership Interest in any of the Property) or Declarant (while Declarant has an Ownership Interest in any of the Property). An Owner shall not place within the exterior of such Owner's Home any swing sets and other installations unless in accordance with Rules which may be adopted by Declarant or the Board or unless Declarant or the Board determines that such installation does not (a) adversely affect Villas on Troubadour, (b) create a safety or nuisance hazard, and (c) have an unsightly appearance; provided, however, that nothing herein shall prevent or prohibit an Owner from placing a gas grill within the exterior of such Owner's Home as long as such Owner complies with the Rules, if any, adopted by Declarant or the Board in connection therewith. Declarant shall have all the rights of approval or consent herein provided to Declarant or Board so long as Declarant is a Member of the Association and thereafter, Board shall assume the rights of approval or consent.

5.2 Restrictions on Change of Common Areas. No Owner, Occupant or guest of an Owner or Occupant shall construct any building or structure, make any installation in, or in any manner change any portion of the Common Area, without the prior consent of Declarant (while Declarant has an Ownership Interest in any of the Property) or the Board (after Declarant ceases to have an Ownership Interest in any of the Property); provided, however, that Declarant shall

have the right to build buildings and structures, make installations in, and to change or modify any part of the Common Area, in Declarant's sole discretion as long as Declarant has an Ownership Interest in any of the Property. Notwithstanding the foregoing, Declarant (while Declarant has an Ownership Interest in any of the Property) and an Owner shall have the right to install a deck or screened-in porch contiguous to the exterior walls of his Home, provided that any deck or screened-in porch (a) shall be installed in accordance with all applicable building codes and (b) in addition to the requirement in (a), any deck or screened-in porch installed by an Owner (other than Declarant) shall be no larger than two hundred (200) square feet or such larger size approved by the Association.

ARTICLE VI
COVENANTS, CONDITIONS AND RESTRICTIONS

6.1 Covenant of Good Maintenance. To the degree of responsibility herein assigned, each Owner, Occupant, and the Association shall keep and maintain all land located within the Property owned, leased or controlled by such Person and all improvements, buildings and structures therein or thereon, in a clean and safe condition, in good order and repair, attractive looking and neat, including, but not limited to the seeding, watering, and mowing of all lawns; the pruning and cutting of all trees, shrubbery and grass, the painting (or other appropriate external care) of all buildings, structures and other improvements located thereon, and in accordance with applicable building, fire and health codes, all in a manner and with such frequency as is consistent with good property management.

6.2 Temporary Structures. No temporary building, trailer, tent, recreation vehicle, shack, garage, barn or other outbuilding or similar structure shall be constructed or maintained, temporarily or permanently, on any part of the Property at any time; provided, however, that the Declarant shall have the right to construct and maintain any such temporary structure for use in connection with the development of the Property and/or the sale of Homes.

6.3 Vehicles. No boat, truck, trailer, airplane, junk car, unlicensed vehicle, or recreational vehicle camper, camper trailer, boat trailer, all terrain vehicle, snowmobile, commercial vehicle, tractor, bus, farm equipment, or off-road vehicles shall be parked on any part of the Property except within the confines of a garage, except that a boat, truck, trailer or recreational vehicle may be parked within the appurtenant entrance driveway of a Home for the limited purpose of loading or unloading the same in an expeditious manner. In no event shall any vehicle or personal property of any kind be parked in the common drive shown on the plat attached hereto as Exhibit A, unless authorized in advance in writing by the Board. Licensed automobiles in working condition may be parked in the confines of a Home's garage, in the appurtenant entrance driveway of a Home, and in the parking areas, if any, designated by the Board.





6.4 Fences, Walls, Hedges, Etc. Fences, walls, trees, hedges and shrub plantings shall be maintained in a sightly and attractive manner. No such fence, wall, tree, hedge or shrub planting shall be placed or maintained in such manner as to obstruct the right-of-way sight lines for vehicular traffic.

6.5 Offensive Activities. No noxious or offensive activity shall be conducted upon any portion of the Property (including the Homes situated thereon), or upon the Common Areas, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant. The Board shall have absolute power to determine what is "reasonable" and "unreasonable" under this Section.

6.6 Animals. Except as hereinafter provided, no animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept in any Home or on the Common Areas. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in any Home, provided that:

- (i) no more than two (2) pets may be maintained in any Home;
- (ii) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to prohibit pets entirely, to place reasonable limitations on the number and type of such pets, and to levy enforcement charges against persons who do not clean up after their pets; and
- (iii) the right of an Occupant to maintain an animal in a Home shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a disturbance, annoyance or detrimental effect on the Villas on Troubadour or other Homes or Occupants.
- (iv) dogs shall at all times whenever they are outside a Home be confined on a leash held by a responsible person.

The Board shall have absolute power to prohibit a pet from being kept on the Property or within a Home if the Board finds a violation of this Section.

6.7 Storage of Material and Trash Handling. No lumber, metals, bulk material, refuse or trash shall be burned, whether in indoor incinerators or otherwise, kept, stored or allowed 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 building or structure. If trash or other refuse is to be disposed of by being picked upon and

carried away on a regular reoccurring basis, containers may be placed and permitted to remain in the open only on any day that pick-up is to be made, so as to provide access to persons making such pick-up. At all other times such containers shall be stored in garages or in other interior areas expressly designated by the Board for such purpose. No dumping shall be permitted on any part of the Property.

6.8 Pipelines and Drilling. No water pipe, gas pipe, sewer pipe, or drainage pipe shall be installed or maintained on any portion of the Property above the surface of the ground, except hoses and movable pipes used for temporary irrigation purposes. No portion of the surface or subsurface of the Property shall be used for the purpose of boring, mining, quarrying, exploring, or removing oil, gas or other hydrocarbons, minerals, gravel or earth.

6.9 Home Uses. Except as otherwise specifically provided in this Declaration or by Rules developed in accordance with this Declaration, no Home shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping Home, and uses customarily incidental thereto, provided, however, that no Home may be used as a group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Home), making professional telephone calls or corresponding, in or from a Home, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; (ii) it shall be permissible for the Declarant to maintain one or more Homes as sales and rental models and offices for real estate within or outside the Property including, without limitation, real estate owned by Declarant which is part of the Eaton Estate PUD, and for storage and maintenance purposes for any time that Declarant owns a fee simple interest in any real estate which is part of the Eaton Estate PUD; and (iii) one or more Homes may be maintained for the use of the Association in fulfilling its responsibilities.

6.10 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 fishing, hunting, or poisoning of wildlife of any kind be permitted in or upon the Property, except for rodent control or except upon prior written approval of the Board.

6.11 Control of Trucks and Commercial Vehicles. Other than during the construction or reconstruction of the Homes, no tractor trailers, commercial tractors, commercial vehicles, road machinery or excavating equipment shall be permitted to remain on 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. The Board shall have the right to adopt Rules with respect to the use or storage of such vehicles on the Property.



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6.12 Use of Common Areas. The Common Areas shall be used in common by Home Owners and Occupants and their Tenants, agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, reasonably suited and capable, in accordance with the Declaration and the applicable Rules and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Homes. Unless expressly provided otherwise herein, no Common Areas shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Home Owners and Occupants. No Person shall use the Common Areas or shall construct, install or permit anything to remain in the Common Areas, except as is expressly permitted by this Declaration and as set forth in the Rules. Notwithstanding anything to the contrary herein contained, each Home Owner shall have exclusive use of the portion of the Common Area, if any, which consists of a contiguous patio and concrete pad and other improvements within the patio and the driveway extending immediately in front of the garage serving that Home to the curb of the roadway and any deck or screened-in porch contiguous to such Home. Notwithstanding the foregoing, Declarant shall have the right and option to use the clubhouse, if any, within the Common Areas as a sales office, without charge, for any time that (a) Declarant has an Ownership Interest in any of the Property or (b) Declarant owns any fee simple interest in any real estate which is part of the Eaton Estate PUD.

6.13 Repair or Removal of Damaged Property. In the event that any improvement, building or structure within the Property shall be damaged or destroyed by any event, casualty or occurrence, whether intentional or unintentional, the Owner thereof shall promptly either (a) commence the repair or rebuilding of said improvement following such damage or destruction and thereafter diligently and continuously complete the same, or (b) raze said improvement, building or structure and remove all rubble and debris from the area within sixty (60) days following such damage or destruction; provided, however, that if any facility located on the Common Areas shall be damaged or destroyed, such facility shall be repaired or restored unless the damage or destruction is not covered by insurance and the cost of such repair or restoration is fifty percent (50%) or more of the replacement value thereof, in which event the Board may decide not to rebuild or restore said damage or destroyed facility. Following the date that Declarant shall no longer be a Member, the Board shall have the right as provided in Section 9.1(a)(viii) to determine not to restore any Common Area facility which is damaged, whether or not the same is covered by insurance.

6.14 Impairment of Structural Integrity of Homes. Nothing shall be done in any Home or in, on or to any Lot or Common Area which will impair the structural integrity of any Home.

6.15 Hazardous Uses and Waste. Nothing shall be done or kept in any Home or on the Common Area which will increase the rate of insurance applicable for the residential use of any Home and the contents thereof, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Home or in the Common Area which will result in the

cancellation of insurance on his Home or any other Home, or on the contents thereof, or which would be in violation of any law. No waste of any of the Property shall be committed.

6.16 Laundry. No clothes, sheets, blankets, or laundry of any kind shall be hung out or exposed to view from any part of the Common Area.

6.17 Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, curtains, or louvered blinds) or placed on the outside walls of a building or otherwise outside of a Home, or any part thereof, and no sign, awning, canopy, shutter, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, or in, on, or over a patio or balcony, unless authorized by the Board or Rules adopted in accordance herewith.

6.18 Renting or Leasing. No Home or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than thirty (30) days; (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Home only. No Home or part thereof shall be rented to any person under the age of twenty-two (22) years; provided however, other Occupants of the Home may be under such age. No lease may be of less than an entire Home. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, the Bylaws and to the Rules promulgated from time to time by the Board, and shall provide that the failure by the Tenant to comply with the terms of the Declaration, the Bylaws and Rules shall be a default under the lease. Prior to the commencement of the term of a lease the Home owner shall notify the Board, in writing, the name or names of the Tenant or Tenants and the time during which the lease term shall be in effect.

6.19 Names of Owners. To enable the Association to maintain accurate records of the names, addresses and phone number of Owners and other Occupants of Homes, each Owner agrees to notify the Association, in writing, within five (5) days after such Owner's Home has been transferred or leased to another person. In addition, each Owner agrees to provide to a purchaser or Tenant of such Owner's Home a copy of this Declaration, the Bylaws and the Rules.

6.20 Architectural Control. Except as constructed by Declarant and except for a deck, screened-in porch or sliding glass door installed by an Owner in accordance with the provisions of this Declaration, no building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Declarant (while Declarant has an Ownership Interest in any of the Property) and



Board (after Declarant ceases to have an Ownership Interest in any of the Property) or its designated representative or representatives, in its or their sole and unfettered discretion.

6.21 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 Association. This provision shall not apply for temporary facilities for the construction or repair of any building or other structure.

6.22 Waiver of Subrogation. Declarant, each Owner and Occupant, and any other Person that owns, leases, operates or controls any portion of the Property, as a condition of accepting title and/or possession of a Lot, Home or any other portion of the Property, 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 of Declarant, any Owner, Occupant or any other Person that owns, leases, operates or controls any portion of the Property or the Association and the lessees and sublessees of any of them, the rights, if any, of any of them against the other, or against the employees, agents, licensees or invitees of any of them in respect of such damage or destruction and in respect of any loss resulting therefrom are hereby waived to the extent of the proceeds of insurance covering said damage or destruction.

6.23 Signs. No sign or other advertising device of any nature shall be placed upon any portion of the Property including, without limitation, "For Rent" and "For Sale" signs. Notwithstanding the foregoing, the restrictions of this Section 6.23 shall not apply to Declarant.

6.24 Violation of Article VI. If any person required to comply with the following Covenants and Restrictions is in violation of any one of the same, Declarant (as long as Declarant is a Member of the Association) or the Association shall have the right to give 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 any emergency situation, or if within fifteen (15) days after written notice of such a violation reasonable steps have not been taken toward the removal, alleviation or termination of same, or if such remedial action is not prosecuted with due diligence and until satisfactory completion of same, Declarant or the Association shall have the right to obtain an injunction from any court having jurisdiction for the cessation of such violation

of this Article VI. In addition to the foregoing, the Declarant and/or the Association shall have the right, through their respective agents and employees, to enter upon the Home or Lot where the violation exists and to summarily terminate, remove or extinguish the violation. The rights and remedies of Declarant and the Association contained in this paragraph shall be non-exclusive and in addition to any other right or remedy available at law or in equity including, without limitation, a claim or action for specific performance and/or money damages (including punitive damages), and attorneys' fees.

The Association or Declarant shall notify in writing the Person in violation of this Article VI of all of the costs incurred to remedy same and of any other damages to which the Association or Declarant may be entitled. If said amounts are not paid within ten (10) calendar days following said notification, then said costs shall be "delinquent" and together with the Other Charges as defined in Section 2.2(b) shall, upon perfection as provided in Section 12.1 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 violations of an Occupant of such Owner's property.

ARTICLE VII COMMON AREAS

7.1 Ownership. Declarant is the fee simple owner of the Common Areas. No later than three (3) months after Declarant ceases to have an Ownership Interest in any Lot or Home, Declarant agrees to convey the Common Areas to the Association free and clear of any delinquent taxes or assessments. Upon such conveyance, the Association shall hold title to the Common Areas subject to the provisions of this Declaration including, without limitation, the easement rights afforded Declarant under Section 3.5.

ARTICLE VIII THE ASSOCIATION

8.1 Existence. The Association is a duly constituted non-profit corporation existing under the laws of the State of Ohio. Copies of its Articles of Incorporation and its Bylaws are marked, respectively, Exhibit D and Exhibit E, and are attached to this Declaration.

8.2 Membership. Declarant and each Owner shall automatically become and be a Member of the Association. In the case of an Owner other than Declarant, such membership is appurtenant to the ownership of each Home and shall terminate upon the voluntary or involuntary conveyance of record by such Owner of such Home, 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 automatically become a Member of the Association. Declarant's



membership in the Association shall terminate on the earlier of (a) the date when Declarant no longer is the owner of a fee simple interest in any part of the Property or (b) the voluntary termination of its membership status by Declarant. No Owner, whether one or more persons, shall have more than one membership per Home owned.

8.3 Classes of Membership. The membership of the Association is and shall be divided into the following two (2) classes:

(a) Class A Members. The Class A Membership consists of every Owner of a Home (other than Declarant), who shall automatically be a Class A Member.

(b) Class B Member. Declarant shall be the Class B Member. Upon conveyance of a Home, Declarant shall cease to be a Class B Member in respect to that Home, and the grantee thereof shall become a Class A Member. Upon conveyance of a Lot, the grantee shall succeed to Declarant's Class B membership status and Ownership Interest with respect to such Lot.

8.4 Voting Rights. Members shall have only those voting rights in the Association which are set forth below:

(a) Class A Members. Each Class A Member shall be entitled to exercise one (1) vote for each Home owned by such Class A Member. There shall be only one (1) vote for each Home.

(b) Class B Member. The Class B Member shall be entitled to exercise three (3) votes for each Lot or Home owned by the Class B Member.

In any situation where a Member is entitled to exercise a vote and more than one (1) Person holds the Ownership Interest in such Home required for membership, the vote for such Home 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 Home shall be suspended if more than one (1) Person seeks to exercise it.

8.5 Board of Trustees and Officers. The Board of Trustees shall initially be composed of three (3) Persons as provided in the Bylaws. All Board members shall be elected by Declarant so long as Declarant is a Member of the Association, unless Declarant elects otherwise from time-to-time. Thereafter, Board members shall be elected by the voting Members at the annual meeting of the Association as provided in the Bylaws. The Board shall be vested with and shall exercise all of the powers of the Association and shall elect the officers of the Association, and shall discharge the duties and obligations of the Association and shall have all rights conferred by law, the Articles of Incorporation and the Bylaws of the Association. Except with respect to Board members appointed by the Declarant, Board members shall be Members.

8.6 Rights of the Association. Notwithstanding the rights and easements of enjoyment and use created in this Declaration, and in addition to any other right the Association shall have pursuant to this Declaration or at law, the Association shall have the right:

- (a) to borrow money from time to time for the purpose of improving the Common Areas and to secure said financing with a mortgage or mortgages upon all or any portion of the Common Areas in accordance with its Articles and Bylaws and subject to the provisions of this Declaration;
- (b) to take such steps as are reasonably necessary to protect the Common Areas against foreclosure;
- (c) to suspend the enjoyment and use rights in the Common Areas of all of the Occupants and Owners of any Home for which an Assessment or Other Charge is delinquent during the period of delinquency; and to suspend the use and enjoyment rights in the Common Areas of any Person in violation of any of the Covenants or Restrictions of this Declaration for any period during which said violation exists;
- (d) to convey the Common Areas, or a portion thereof, to a successor; provided, however, that such successor shall agree, in writing, to be bound by the easements, covenants, restrictions and spirit of this Declaration; provided, further, that the conveyance shall be approved by a vote of not less than seventy-five percent (75%) of each class of voting Members of the Association;
- (e) to enter or to authorize its agents to enter in or upon any Property or any part thereof, when necessary in connection with any maintenance, repair or construction for which the Association is responsible or has a right to maintain, repair or construct. Such entry shall be made with as little inconvenience to the Owner and Occupants thereof as is practicable and any damage caused thereby shall be repaired by the Association;
- (f) to dedicate, transfer or grant easements in all or any part of land or facilities owned by the Association or, with Declarant's prior written consent, land or facilities owned by Declarant, (i) to any municipality, public agency, authority or utility or (ii) to any Owner to install, operate, use, maintain, repair and replace in, on, over or under such land or any part thereof, road, rights-of-way, pipes, conduits, ducts, wires, television and other communications, sanitary sewers and storm sewers, drainage, gas, water, energy of all types, utility services of all types and access to or for the benefit of the Owners and/or the Association and further, to construct improvements and establish grade, and for such other purposes as may be determined by the Association;


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- (g) to grant, obtain or dedicate to public use easements for the construction, extension, installation, inspection, maintenance or replacement of utility services and facilities 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;
- (h) to repair, restore or otherwise correct a condition of disrepair or neglect to the exterior areas of a Home and to perform any work or duties required of an Owner pursuant to this Declaration, provided that the Owner shall not have made such repair or restoration or shall not have cured said condition within a reasonable time after notice thereof from the Board; provided, however, that the Board need not give notice if in its opinion it is acting to prevent personal injury or damage to property. The Association shall charge and assess the costs and expenses thereof to the Owner who should have performed the work or cured the condition, as a special Assessment pursuant to the provisions of this Declaration;
- (i) to promulgate from time to time reasonable and non-discriminatory Rules in respect to the use of Common Areas and common utilities and in respect of the maintenance and operation of any structures within Villas on Troubadour; and
- (j) to obtain insurance for an Owner's Home required of an Owner pursuant to this Declaration, provided that the Owner shall not have furnished a certificate or other evidence of such insurance to the Association satisfactory to the Board as required under Section 9.2(d)(iv) hereof. The Association shall charge and assess the costs and expenses thereof to the Owner who should have maintained the insurance as a special Assessment pursuant to the provisions of this Declaration. The Association shall in no event whatsoever have any obligation to obtain insurance for any Owner's Home, as the right to obtain such insurance provided in this Section shall be at the Association's sole discretion and option. Any insurance obtained by the Association for a Home may, in the Association's sole discretion, be procured and maintained in the Owner's name and/or the Association's name.
- (k) to provide or contract for rubbish removal services, the costs of which shall be included within Common Costs.

ARTICLE IX
RESPONSIBILITIES OF THE ASSOCIATION AND OWNERS

9.1 Responsibilities of the Association. The Association shall have the exclusive duty to perform the following functions:

(a) Maintenance.

- (i) The Association shall maintain, repair and replace the entire Common Areas and all facilities, if any, located thereon, and any areas dedicated for public use which the City will not maintain, in a clean, safe, neat, healthy and workable condition, and in good repair, including the respective Home's driveways, but excluding a Home's concrete patio pad, front door walkway and deck or screened-in porch, if any. The Association shall also keep the common drives and the individual Homes' respective driveways and front door walkways free from unreasonable accumulations of ice and snow.
- (ii) The Association shall keep, maintain in good condition, repair and replace, if necessary, all sanitary sewers, storm sewers, and all other utility lines pipes, lawn sprinkler systems, conduits, wires and cables located within the Common Areas and outside a Home, subject only to the provisions of this Declaration including, without limitation, all electrical, gas and water lines, pipes, conduits, wires and/or cables, and excepting therefrom any of same installed by an Owner or Occupant.
- (iii) The Association shall make any necessary repairs and replacements to maintain in good condition and repair the non-structural portions of the roof and exterior walls (other than party walls), gutters, downspouts, patio fencing and shutters of all Homes, unless the necessity of such repair or replacement is caused by a fire or other casualty insured or insurable pursuant to the provisions of Section 9.2(d) or the negligence or misconduct of the Owner or Occupant of the affected Home.
- (iv) The Association shall maintain or repair, if necessary, any electrical street lights and/or posts located on the Common Areas and shall maintain or repair all outside lighting fixtures affixed to the exterior of a Home, except for the replacement of light bulbs.
- (v) The Association shall maintain, including, without limitation, fertilizing, cutting and pruning, as necessary, all lawns on each Lot, all trees, shrubs


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- and landscaping on a Lot put in by Declarant or the Association, all trees, shrubs and landscaping on a Lot put in by an Owner where the Association has agreed in writing with the Owner to maintain such trees, shrubs and landscaping.
- (vi) The Association shall maintain, repair and replace, if necessary, the mailboxes for the Homes and any supports thereof.
 - (vii) The Association shall provide equipment and supplies necessary for the maintenance of the Common Areas and the facilities, if any, located thereon and any other Property which the Association is required or has agreed to maintain from time to time.
 - (viii) In the case of damage or destruction to any of the facilities located on any Common Area, the Association shall promptly restore such facilities to a condition at least equal to the condition in which they existed prior to the damage or destruction unless the cost of such repair or restoration is fifty percent (50%) or more of the replacement value thereof, and the loss is not covered by insurance. If Declarant is no longer a Member of the Association and sixty-six and two-thirds percent (66-2/3%) of the Board affirmatively vote not to rebuild or restore such damaged facilities, such facilities need not be replaced. All work performed by the Association under this paragraph shall be performed in a good and workmanlike manner.
- (b) Liability of the Association. Except as to the extent of any insurance proceeds payable in respect thereof, the Association and the Association's agents and employees shall not be liable for, and each Owner and Occupant waives all claims for injury or death to Persons or loss or damage to property, or any consequential or incidental damage or loss, resulting from any accident or occurrence in or upon any Home, Common Area, or any other part of the Property.
- (c) Taxes and Assessments. The Association shall pay prior to delinquency all taxes and assessments levied against the Common Areas and any facilities constructed thereon, and any other Property which the Association may own, including, without limitation, personal property taxes, general real estate taxes and special assessments certified by the appropriate public authority. Prior to the conveyance of the Common Areas to the Association, the Association shall reimburse Declarant upon its request for all such taxes and assessments on Common Areas, prorated and allocated in Declarant's reasonable discretion.

- (d) Utilities. The Association shall pay all charges, if any, for water, gas, sewer, electricity, light, heat or power, telephone and other services used, rented or supplied to or in connection with the Common Areas and any facilities constructed thereon and any other Property owned by the Association. All such utility services shall be contracted for, metered and billed by and to the Association.
- (e) Insurance. The Association shall, if applicable, obtain and keep in full force and effect the following insurance:
- (i) Special Form (all risk) insurance, insuring all of the buildings owned by the Association, if any, in an amount equal to the full replacement cost thereof. Such insurance may have a deductible clause in an amount not exceeding One Thousand Dollars (\$1,000.00) of, if the property has a value of less than One Thousand Dollars (\$1,000.00), the Association shall not be required to maintain insurance on it;
 - (ii) General public liability insurance insuring the Association, the members of the Board, the Owners and Occupants against claims for bodily injury, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from or related to, the Common Areas and any facilities located thereon and any other Property owned, controlled or maintained by the Association (if any), with contractual liability and "personal injury" coverage, such insurance to afford protection to the limit of not less than One Million Dollars (\$1,000,000.00) single limit as respects to bodily injury, illness and death or damage to or destruction of property and a single limit of not less than One Hundred Thousand Dollars (\$100,000.00) in respect of property damage. The insurance procured under this subparagraph shall name Declarant as an additional insured. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Owners as a group to an Owner. In the event the insurance effected by the Association on behalf of the Owners and Occupants 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 Cost (as defined in Section 11.1 hereof) to the Owners; and
 - (iii) Worker's Compensation Insurance if required under the applicable laws of the State of Ohio.

The Association may, but shall not be obligated to, obtain and maintain (i) such additional and other insurance as it deems desirable, including, without limitation,



directors' and officers' liability insurance, and (ii) 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. The premium for any such bond shall be a Common Cost.

All policies of insurance for the Association shall be written by 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.

- (f) Management. The Association shall provide the management and supervision for the operation of the Common Areas and the facilities, if any, located thereon. 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) adopt Rules for the conduct of Members in connection with the use of Common Areas and the facilities located thereon. The Association may, but shall not be required to, engage employees or agents including, without limitation, attorneys, accountants, consultants, maintenance firms and contractors, or delegate all or any portion of its authority and responsibility to a manager, managing agent, or management company, including Declarant or a related entity at reasonable compensation.
- (g) Construction of Facilities. The Association may authorize the construction, alteration, renovation, modification or reconstruction of any facilities located on the Common Areas.
- (h) Enforcement. The Association shall take all actions reasonably necessary in the circumstances to enforce the Covenants and Restrictions set forth in this Declaration.
- (i) 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.

9.2 Responsibilities of Owners. The Owners shall have the duty to perform the following functions:

(a) Maintenance.

- (i) Each Owner shall keep such Owner's Home in good condition and repair and shall keep the exterior and interior of such Home and the adjacent Common Areas free from debris, rubbish, rubble and other conditions created by such Owner or Occupants or their guests. Each Owner shall make all repairs and replacements, structural and non-structural, ordinary as well as extraordinary, interior and exterior, except for the non-structural portions of the exterior walls and roofs, the gutters and downspouts, and shutters which shall be maintained, repaired and replaced, if necessary, by the Association. Notwithstanding the above, all windows, glass and doors, including hardware and other appurtenances thereof shall be repaired, maintained and replaced, if necessary, by the Owners of the Homes. In addition, each Owner shall make all repairs and replacements necessitated by fire or other casualty which is insured or insurable under the provisions of Section 9.2(d) of this Declaration even if the Association would otherwise be responsible for such maintenance and repair.
- (ii) The Owners of the Homes shall maintain and keep all flowers, plants, shrubs, trees and landscaping planted by them on their Lots in an attractive condition.
- (iii) The Owners shall replace light bulbs in any light fixtures affixed to the exterior of their Homes promptly as required.
- (iv) Notwithstanding anything in this Declaration to the contrary, Owners shall repair, maintain and replace, if necessary, all garage doors.
- (v) Each Owner shall be responsible to make all repairs and replacements which would otherwise be the responsibility of the Association or any other Owners, if the repairs or replacements are required because of the acts or negligence of the Owner, the Owner's Occupants or guests.
- (vi) The Owner shall repair, maintain and replace, if necessary, (i) any utilities exclusively serving such Owner's Home located within the Home and (ii) the respective Home's concrete patio pad, front door walkway, deck or screened-in porch, if any, and sliding glass door providing access to any deck or screened-in porch.

- (b) Taxes and Assessments. Each Owner shall pay prior to delinquency all taxes and assessments against the Home owned by such Owner.





- (c) Utilities. Each Owner shall pay all charges for water, gas, sewer, electricity, light, heat, power, telephone and other services used, rendered or supplied to or in connection with such Owner's Home, including, without limitation, the charges for electricity used in any light fixture affixed to the exterior of such Owner's Home.
- (d) Insurance. Each Owner shall maintain and keep in full force and effect the following insurance:
- (i) Each Owner shall maintain adequate liability insurance covering such Owner's Home.
 - (ii) Each Owner shall maintain Special Form (all risk) insurance coverage on such Owner's Home, in the amount of the full replacement cost of such Home, such policy to have an Agreed Amount Endorsement to avoid a co-insurance penalty. Such insurance may have a deductible clause in a reasonable amount (\$1,000 shall be considered a reasonable amount at the time this Declaration is filed for record) and may exclude excavation and foundation costs.
 - (iii) Each Owner shall maintain hazard insurance on such Owner's contents and personal property as such Owner shall desire.
 - (iv) Each Owner shall, on an annual basis, provide the Board with a certificate of insurance evidencing such Owner's compliance with the insurance requirements of this Section 9.2(d).
- (e) Compliance With Governmental Requirements. Each Owner and Occupant shall comply with City and other governmental requirements. A violation of any such requirements or any restriction, condition or covenant 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.

9.3 Standards for Maintenance and Repair. All maintenance, repair and replacement required under this Declaration shall be done in a good and workmanlike manner and in accordance with all federal, state and local laws, statutes, ordinances, codes and regulations. Any replacements required shall be of the same quality, kind and type of the item being replaced. All repairs and maintenance shall be done promptly to maintain the values of the property within Villas on Troubadour.

ARTICLE X
RIGHTS OF DECLARANT

10.1 General Powers. Until Declarant ceases to have an Ownership Interest in any of the Property, Declarant shall have the right, but shall not be required, to exercise all or any of the powers, rights, duties and functions of the Association including, without limitation, The right to enter into a management contract with any Person whether owned or controlled or affiliated with Declarant or any Person associates with Declarant, the right to obtain insurance under a blanket policy (if any) covering other Persons or locations, the right to dedicate portions of Villas on Troubadour and facilities to the City and to grant easements to the City and utility companies, the right to perform each duty and obligation of the Association set forth herein, the right to adopt Rules, the right to determine and collect Assessments, the right to disburse Assessments for payment of Common Costs, and the right to collect Assessments including the right to institute litigation and to obtain a lien (and to foreclose said lien) on a Home for unpaid Assessments in the manner and to the extent granted to the Association as hereinafter provided. During such time, the Trustees named in the Articles of Incorporation (or their successors appointed by Declarant from time to time) shall constitute the Board of the Association. Declarant need not open books and accounts in the name of the Association but may operate through its accounts and books.

10.2 Modification of Design. Until Declarant ceases to have an Ownership Interest in any of the Property, Declarant shall have the right to modify the design of any of the residences it builds or authorizes others to build upon the Property, including without limitation, roof lines and pitches, the inclusion or exclusion of basements and the size of the Homes.

10.3 Additional Property. Until Declarant ceases to have an Ownership Interest in any of the Property, Declarant may, from time-to-time, add additional land to the Property, as the Property may have been previously expanded by Declarant.

10.4 Deletion of Land. Until Declarant ceases to have an Ownership Interest in any of the Property, Declarant may delete lands from the Property (provided the lands so deleted are not designated as Common Areas) and thereby free such lands from the provisions of this Declaration.

10.5 Development. Until Declarant ceases to have an Ownership Interest in any of the Property, Declarant 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, notwithstanding any covenant, easement, restriction or provision of this Declaration or its exhibits which may be to the contrary.



ARTICLE XI
COMMON COSTS - ASSESSMENTS

11.1 Common Costs. Declarant for each Home owned by Declarant, and each Owner, whether or not it shall be so expressed in any contract, deed or other conveyance, shall be deemed to covenant and agree to pay the Association the annual Assessment for Common Costs as determined by Declarant or the Board to meet the annual Common Costs of the Association. A Lot that is not improved with a Home shall not be subject to any Assessments or Additional Assessment. As used in this Declaration, "Common Costs" shall mean all of the costs and expenses incurred by the Association in owning, maintaining, repairing, replacing, cleaning, painting, decorating, preserving, upgrading, administering, managing, operating, and leasing the Common Areas and the facilities located thereon and the other Property and improvements of the Association and maintained by the Association and in carrying out the responsibilities, duties and obligations of the Association, including, without limitation:

- (a) all expenditures required to fulfill the responsibilities of the Association outlined in Articles VI and IX of this Declaration;
- (b) the amount of all taxes, assessments and other impositions levied or assessed against the Common Areas and the facilities located thereon;
- (c) the costs of all insurance required to be carried by the Association;
- (d) the costs of utilities and other services which may be provided by the Association whether for the Common Areas and any facilities located thereon or for any other purpose;
- (e) all amounts incurred in collecting Assessments, including legal and accounting fees;
- (f) the cost of funding all reserves established by the Association, including, without limitation, a general operating reserve and a reserve for capital expenditures; provided, however, that during the Start-Up Period Declarant shall not be required to pay any portion of the annual Assessment for Common Costs which represents the funding of such reserves; and
- (g) such other costs, charges and expenses which the Association determines to be necessary and appropriate within the meaning and spirit of this Declaration.

11.2 Operating Budget and Annual Assessments. Declarant or the Board shall prepare or cause the preparation of an annual operating budget for the Association and shall fix the

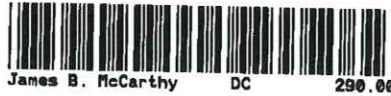
amount of the annual Assessment against each Home. Written notice of the annual Assessment shall be sent to Declarant and each other Owner. Payment of Assessments may be required on a monthly, quarterly, semi-annual or annual basis as determined by Declarant or the Board. No person liable for the payment of an Assessment may be exempt from liability for the payment of an Assessment by abandonment of any Home or by the abandonment or waiver of any right to use or enjoyment of the Common Areas or the facilities located thereon.

11.3 Payment of Common Costs During Start-Up Period. Each Owner, other than Declarant, shall pay his proportionate share of the Common Costs by payments of Assessments in such amount as shall be established by the Board from time to time, except that annual assessments for Common Costs (excluding special assessments) for an individual Home shall not exceed on a prorated basis the following annual amounts for periods during the Start-Up Period: (i) 1997 - One Thousand Eighty Dollars (\$1,080.00); (ii) 1998 - One Thousand One Hundred Eighty-Eight Dollars (\$1,188.00); (iii) 1999 - One Thousand Three Hundred Seven Dollars (\$1,307.00). In the event the Start-Up Period is extended pursuant to the expansion of the Property, then the cap with respect to such annual assessments for an individual Home during each year of any such extended period shall be increased annually by ten percent (10%) of the amount payable during the immediately preceding year. Declarant shall only be obligated during the Start-Up Period to make payments into the Association to fund the deficit, if any, in Common Costs and after the foregoing cap has been reached and a shortfall exists. 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. Declarant shall be exempt from and shall not be required to pay any portion of the Assessments which relate to the funding of any reserves established by the Association, including, without limitation, any general operating reserve or any reserve for capital expenditures.

11.4 Common Costs After the End of the Start-Up Period. From and after the end of the Start-Up Period, each Owner of a Home (including Declarant in respect of any Homes still owned by it) shall pay his proportionate share of the Common Costs by payments of Assessments in such amount as shall be established by the Board from time to time.

11.5 Assessments. Assessments for the Common Costs, extraordinary expenditures, and all other charges shall be made in the manner provided herein and in the Bylaws of the Association. In addition to the Assessments payable under Section 11.3 and 11.4, each Owner shall have the obligation to pay assessments to the Eaton Estate Association as provided under Section 11.13. As of the date of this Declaration, the amount of such assessment against each Home is Two Hundred Fifty Dollars (\$250.00), which amount is subject to increase by the Eaton Estate Association. Except for special Assessments assessed against individual Members and except as otherwise provided in Section 11.3, all Assessments made by the Association shall be of uniform amount as to each Home in accordance with the provisions of the Declaration, and each Owner hereby covenants and agrees by acceptance of the deed to an Ownership Interest, whether





or not it shall be so expressed in any such deed or other conveyance, to pay the Assessments levied against such Owner in such manner and at such times as provided herein and in the Bylaws. A Member may not exempt himself from liability for Assessments levied against him or her by waiver of the use of the Common Areas that are owned and/or operated by the Association. No member shall be entitled to any portion of funds held for reserves; nor shall any Owner have a claim against the Association with respect thereto.

11.6 Special Assessments. If an Owner or Occupant fails to perform maintenance, repairs and replacements which are the Owner's obligation, to maintain insurance on such Owner's Home as required hereunder or to comply with the other provisions of this Declaration, and if the Board shall undertake to provide any repair or restoration, to obtain insurance or to cure any condition not permitted hereunder as provided in Section 8.6(h) and 8.6(j), the Board shall levy a special Assessment against such Owner and the Home, equal to the amount so expended. In addition, all costs incurred in the enforcement of any provisions of this Declaration against the Owner, including, but not limited to, attorneys' fees and court costs, shall be assessed to the Owner and the Home against whom enforcement is sought.

11.7 Creation of Lien and Personal Obligation. If a Person liable for the payment of an Assessment shall fail to pay the same when due, the Association shall notify said Person, in writing, of his failure to make said payment. In the event that the Assessment is not paid within ten (10) calendar days following said notification, then such Assessment shall be "delinquent" and, together with the Other Charges as defined in Section 2.2(b) shall, upon "perfection" as provided in Section 12.1, become a continuing lien upon the portion of the Property owned or occupied by such Person and a personal obligation of the Person who has not paid said Assessment and shall bind such Person's heirs, devisees, personal representatives, successors and assigns. A Co-Owner of a Home shall be personally liable, jointly and severally, with all other Co-Owners for all Assessments made by the Association in respect of said Home.

11.8 Non-Liability of Foreclosure Sale Purchaser for Past-Due Amounts. Where the holder of a first mortgage of record acquires an Ownership Interest as a result of foreclosure of the mortgage or of the 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 its acquisition of the Ownership Interest. Any funds received on the judicial sale of the Ownership Interest in excess of the mortgage lien, the court costs and real estate taxes and assessments shall, however, be paid over to the Association to apply on all Assessments owed and interest thereon. The Owner of an Ownership Interest prior to the judicial sale thereof, and such owner's heirs, executors, administrators, personal representatives, successors and assigns shall be and remain personally and primarily 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 this Article XI, but any unpaid part of the Assessment shall be deemed to be Common Costs and shall be assessed and levied against all of the other Owners including the Owner of the Ownership

Interest foreclosed and such Owner's successors or assigns, at the time of the first Assessment next following the acquisition of title by such mortgagee.

11.9 Liability for Assessments upon Voluntary Conveyance. In a 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 and the Ownership Interest prior to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee therefor. However, any such prospective grantee shall upon written request delivered to the President or Secretary of the Association, be entitled to a statement from the Board setting forth the amount of all unpaid Assessments due the Association in respect of 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. 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.

11.10 Exemption from Liens and Assessments. Notwithstanding anything in this Declaration to the contrary, all properties to the extent of any easement or other interest therein dedicated and accepted by the City and devoted to public use, shall be exempted from the Assessments and liens created herein.

11.11 Additional Assessments. Subject to Section 11.3, 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 Homes. Subject to Section 11.3, each such Owner shall pay an equal share of each such Additional Assessment as if the Additional Assessment were part of the original Assessment.

11.12 Exempt Property. Notwithstanding anything to the contrary herein, Lots owned by the Declarant and the Common Areas shall be exempt from payment of Assessments or Additional Assessments.

11.13 Assessment under Eaton Estate II Declaration. The Association shall have the right (but not the obligation) on an annual basis, to elect to collect from Owners the assessments due from the Owners to Eaton Estate Association under the Eaton Estate II Declaration and remit the amounts to collected to Eaton Estate Association. If the Association does not exercise such right, the Owners shall remit such amounts directly to Eaton Estate Association in accordance with the Eaton Estate II Declaration. Currently, the Association is not collecting the assessment due from the Owners to Eaton Estate Association, and, therefore, each Owner shall pay such assessment directly to Eaton Estate Association.



ARTICLE XII
LIENS

12.1 Perfection of Liens. If any Owner shall fail to pay when due any Assessment levied in accordance with this Declaration or any other amount due in accordance with the provisions of this Declaration (such Owner hereinafter referred to as the "Delinquent Person") and such Assessment or amount is delinquent pursuant to the provisions of this Declaration, the Board may authorize the perfection of a lien on the Ownership Interest of the Delinquent Person in the Property by filing for record with the Recorder of Summit County, Ohio, a certificate of lien. The certificate of lien shall be in recordable form and shall include the following:

- (a) the name of the Delinquent Person;
- (b) a description of the Ownership Interest owned by the Delinquent Person;
- (c) the entire amount claimed, including the amount of any delinquency and Other Charges;
- (d) a statement referring to the provisions of this Declaration and lien authorization.

12.2 Duration of Lien. Said lien shall remain valid for a period of five (5) years from the time of filing 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 an action brought to discharge such lien or unless an action for foreclosure shall be commenced in respect to such lien within said five (5) year period. 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.

12.3 Priority. A lien perfected pursuant to this Article XII 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 first mortgagees which have been heretofore filed for record, and may be foreclosed in the same manner as a mortgage in real property in an action brought by the Association after authorization from the Board. In any such foreclosure action, the Person affected 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; provided, however, that subject to any court order to the contrary, any moneys collected by a receiver shall be used first to pay real estate taxes and assessments and then to pay on the note of the first mortgagee as is set forth in the mortgage deed, assignment of rents and security agreement, if any, with the balance of such money, if any, to be held and disbursed pursuant to court order. Any funds received on the judicial sale of the Delinquent

Person's Ownership Interest in excess of the mortgage liens, the court costs and tax and assessment liens shall be paid over to the Association to the extent of its lien.

12.4 Dispute as to Assessment. Declarant or any Person who believes that any Assessment levied by the Association 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 Article XV of this Declaration or in the Court of Common Pleas of Summit County, Ohio, for discharge of all or any portion of such lien; but until such court or arbitrator shall determine that the lien is improper, the lien shall continue until the lien is paid in full; and the Association may counterclaim in such action for foreclosure of the amount of lien found to be due.

12.5 No Waiver Implied. The creation of a lien upon any Ownership Interest owned by a Delinquent Person shall not waive, preclude or prejudice the Association from pursuing any and all other remedies granted to it elsewhere in this Declaration, at law or in equity.

12.6 Personal Obligations. The obligations created pursuant to this Declaration shall be and remain the personal obligations of the Delinquent Person until full paid, discharged or abated as well as being obligations which run with the land and binding on the heirs, executors, administrators, personal representatives, successors and assigns of such Delinquent Person.

ARTICLE XIII REMEDIES OF THE ASSOCIATION

13.1 Suspension of Entitlement to Use Common Areas. If any Person fails to pay an Assessment when due, such Person, the Occupants of any and all Homes owned by such Person and their guests shall not be entitled to use the Common Areas or any facilities located thereon until said Assessment is fully paid.

13.2 Rights of Association and Declarant. A violation of any Rule or the breach of any Covenant and Restriction contained in this Declaration shall give the Association and Declarant the right, in addition to all other rights herein set forth and those provided by law or in equity,

- (a) to enter upon the Home or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of such holder of the Ownership Interest where the violation or breach exists, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, the Bylaws of the Association or the Rules, and Declarant or the Association and their respective agents 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; and/or
- (c) to commence and prosecute an action for specific performance or any action to recover any damages which may have been sustained by the Association or any of its Members.

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

- (a) Assess against such Owner a "late payment" charge not to exceed five percent (5%) of the amount of the delinquency or Fifty Dollars (\$50.00), whichever is greater, said amount to be determined by the Board. Said late payment charge shall be in addition to the Other Charges;
- (b) sue and collect from such Person the amount due and payable, together with the Other Charges;
- (c) foreclose a lien filed in accordance with Article XII of this Declaration in the same manner as provided by the laws of the State of Ohio for the foreclosure of real estate mortgages.

13.4 Rights Against Heirs, Etc. The remedies provided in this Article XIII against a Delinquent Person may also be pursued against the heirs, administrators, executors, successors, assigns and grantees of such Person, except as specifically provided in Section 11.8 of this Declaration.

ARTICLE XIV RIGHT OF INSPECTION AND ACCESS

14.1 Declarant, the Board, and any agent or employee of either of them, may at any reasonable time or times, enter upon any of the land in Villas on Troubadour and any improvements, buildings and structures therein for the purpose of inspecting, improving, installing, constructing, altering, repairing, maintaining, replacing, remedying or curing any condition, structure or building, or any part thereof, in accordance with the provisions of this Declaration.

ARTICLE XV
GENERAL PROVISIONS

15.1 Covenants Run with the Land; Binding Effect. All of the easements, covenants, and restrictions which are imposed upon, granted and/or reserved in this Declaration, including, without limitation, payment of Assessments, constitute easements, covenants and restrictions running with the land and are binding upon every subsequent transferee of all or any part thereof including, without limitation, grantees, Tenants, Occupants Owners, mortgagees or other Persons having any interest in the Property, or any portion thereof.

Each grantee accepting a deed or Tenant accepting a lease (whether oral or written) which conveys any interest in any portion of the Property, whether or not the same incorporates or refers to this Declaration or the Eaton Estate II Declaration, covenants for himself or herself, his or her personal representatives, successors and assigns to observe, perform and be bound by the provisions of this Declaration and the Eaton Estate II Declaration, respectively.

15.2 Duration of Easements, Covenants and Restrictions. The term of this Declaration and the Covenants and Restrictions which are imposed, granted and/or reserved upon all or any part of the Property by this Declaration shall end upon the date all of the Owners of all of the real property within the Property agree, in writing in recordable form, to terminate this Declaration and such writing is filed with the Summit County Recorder.

15.3 Plural Owners. In the event that any Owner shall hold title to any portion of the Property as a joint tenant, tenant in common or in any other manner with one or more other Persons (herein referred to as a "Co-Owner"), the signature of any one of the Co-Owners shall be binding upon and shall be effective as an authorization from all of the other Owners of such portion of the Property. In addition, the vote cast at any meeting of the Association by one such Co-Owner shall be binding upon and shall be effective as an authorized vote from all of the Co-Owners of such portion of the Property.

15.4 Notices. Any notices required to be given to any Owner, Occupant, or Person under the provisions of this Declaration shall be deemed to have been given when personally delivered to such Owner's or Occupant's Home in Villas on Troubadour, or mailed, postage prepaid, to the last known address of such Person or principal place of business of a corporation; provided, however, that notice of a "delinquency" of any payment due hereunder shall be made by personal delivery to such Home or principal place of business of a corporation, or by certified or registered mail, return receipt requested. The effective date of such notice shall be the date said notice is personally delivered or postmarked, as the case may be.

15.5 Enforcement - Waiver. The enforcement of the Covenants and Restrictions may be by any proceeding at law or in equity against any Person or Persons violating or attempting to





violate any covenant or restriction, either to restrain violation or to recover damages against the Person or Ownership Interest, or to enforce any lien perfected by the covenants of this Declaration. The failure or neglect by the Association or anyone permitted by this Declaration to enforce any covenant, condition, restriction or right herein contained shall in no event and under no circumstances be construed, deemed or held to be a waiver of the right to do so thereafter.

15.6 Construction of the Provisions of this Declaration. The Association and Declarant shall have the right to construe and interpret the provisions of this Declaration and in the absence of an adjudication by arbitrator(s) (as expressly provided in this Declaration) 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 by the Association or Declarant and that of any Person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction of or interpretation of the Association or Declarant, as the case may be.

The Association may adopt and promulgate Rules regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting Rules and making any findings, 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 shall take into consideration the best interests of Declarant, Owners, Tenants and Occupants of the Property to the end that the Property shall be preserved and maintained as a high-quality, residential community.

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

- (a) For so long as Declarant has an Ownership Interest in any of the Property, Declarant shall be entitled from time to time to amend, modify or waive any of the provisions of this Declaration, either generally or with respect to particular real property, if in its sole discretion, the development or lack of development of the Property requires such modification or waiver, if in its judgment the purposes of the general plan of development of Villas on Troubadour will be better served by such modification or waiver or to exercise any of the rights of Declarant hereunder, provided no such amendment, modification or waiver shall prevent a Home from being used by the Owner in the same manner that said Home was used prior to the adoption of said amendment, modification or waiver. Additionally, so long as Declarant has an Ownership Interest in any of the Property, it shall have the ability to (i) expand the Property by adding property to the Property in accordance with the terms hereof and (ii) contract the Property by deleting property from the Property in accordance with the terms hereof. To modify this Declaration in accordance with this paragraph, Declarant shall file a supplemental

declaration and/or plat setting forth the amendment, which supplemental declaration or plat need not be, but shall at Declarant's request be, executed by the Association and all Owners of real property within Villas on Troubadour. Specifically included in the foregoing powers of Declarant is Declarant's ability to amend and modify the location, dimensions and number of the Lots it owns and the Common Areas by amendment hereto or amendment to the plat. Each such Owner hereby appoints Declarant his attorney-in-fact, coupled with an interest, by accepting a deed to his Home, to execute on his behalf any such amendments. Each amendment shall be effective when signed by Declarant and filed for record with the Recorder of Summit County, Ohio or if accomplished by amendment of the plat, upon its filing with the applicable county offices.

- (b) This Declaration, the Articles of Incorporation and the Bylaws may be amended by Declarant or the Association at any time and from time to time without the consent of any person for the purpose of (i) correcting clerical, typographical or obvious factual errors and similar types of errors in this Declaration or any Exhibit hereto or any amendment hereto, (ii) complying with the requirements of the Federal National Mortgage Association, the Governmental National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or public or quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities or inducing any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages, (iii) complying with applicable laws, statutes, rules, regulations, ordinances or judicial determination, (iv) complying with the underwriting requirements of insurance companies providing casualty insurance, liability insurance or other insurance coverages for the Association, or (v) correcting obvious factual errors or inconsistencies between this Declaration and other documents governing Villas on Troubadour, the correction which would not materially impair the interest of any Owner or mortgage holder. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant and/or the Board to vote in favor of, make, or consent to such an amendment on behalf of each Owner as proxy or attorney-in-fact as the case may be. Each deed, mortgage, trust deed, 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 of the Declarant and the Association to vote in favor of, make and record such an amendment. To effect any said amendment, Declarant shall file a supplement to the Declaration setting forth the amendment(s) which shall be signed by Declarant and shall be effective upon the filing of said supplemental declaration with the Recorder of Summit County, Ohio.



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- (c) Except as expressly provided in this Declaration, upon Declarant ceasing to have any Ownership Interest in any of the Property, 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 Members entitled to exercise sixty-six and two-thirds percent (66-2/3%) of the voting power of the Association 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 and adversely affect the easements set forth in Section 3 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 vote for such amendment; provided further, that any amendment affecting the rights of Declarant in this Declaration shall not be effective without the prior written consent of Declarant. Written notice shall be given each Member entitled to vote at any meeting at least thirty (30) days in advance of the date of the meeting held for the purpose of amending this Declaration, which notice shall expressly state the amendment 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 Declarant if the amendment affects the rights of the Declarant and filed for record with the Recorder of Summit County, Ohio.

15.8 Severability. The severability, invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

15.9 Attorneys' Fees. In the event of any litigation or arbitration arising out of this Declaration, the prevailing party to the extent permitted by law shall be entitled to reimbursement of the costs and expenses thereof from the other party, including reasonable attorneys' fees and disbursements of counsel, including such costs, expenses and fees incurred on appeals of such litigation or arbitration.

15.10 Rule Against Perpetuities. If any of the Covenants and Restrictions shall be in violation of the Rule Against Perpetuities or any other analogous or comparable statutory or common law rule, such of the Covenants and Restrictions as shall be so affected thereby shall continue in effect only until twenty-one (21) years after the death of the last survivor of the now living shareholders of the law firm of Kadish, Hinkel & Weibel.

IN WITNESS WHEREOF, this Declaration has been executed as of the day and year first above written.

In the presence of:

Heartland Villas of Eaton Estates III, Inc.

Michelle Ferrell

Michelle Ferrell

By:

J. Gordon Priemer
J. Gordon Priemer, President

And by:

Louis J. Marino
Louis J. Marino, Secretary-Treasurer

"Declarant"

Villas on Troubadour Homeowners' Association

Michelle Ferrell

Michelle Ferrell

By:

J. Gordon Priemer
J. Gordon Priemer, President

And by:

Louis J. Marino
Louis J. Marino, Secretary-Treasurer

"Association"

STATE OF OHIO :
: SS.
COUNTY OF CUYAHOGA :

BEFORE ME, a Notary Public in and for said County and State did personally appeared Heartland Villas of Eaton Estates III, Inc., by J. Gordon Priemer, its President and Louis J. Marino, its Secretary-Treasurer, who acknowledged that they did sign the foregoing instrument on behalf of said Corporation and that the same is the free act and deed of such Corporation, and their free act and deed both individually and in such official capacity.



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IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23 day
of October



Barbara E. Moss
Notary Public

Barbara E. Moss
Notary Public-State of Ohio
My Commission Expires Feb. 22 1999

STATE OF OHIO

: SS.

COUNTY OF CUYAHOGA :

BEFORE ME, a Notary Public in and for said County and State did personally appeared
Villas on Troubadour Homeowners' Association by J. Gordon Priemer, its President and Louis J.
Marino, its Secretary-Treasurer, who acknowledged that they did sign the foregoing instrument
on behalf of said Corporation and that the same is the free act and deed of such Corporation, and
their free act and deed both individually and in such official capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23 day
of October, 1997.

Barbara E. Moss
Notary Public

Barbara E. Moss
Notary Public-State of Ohio
My Commission Expires Feb. 22 1999

This instrument prepared by:

Kadish, Hinkel & Weibel
2112 East Ohio Building
Cleveland, Ohio 44114
(216) 696-3030



EXHIBIT A

Drawing



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James B. McCarthy DC 290.00

EXHIBIT B

[Add legal description]



James B. McCarthy DC 290.00

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VILLAS ON TROUBADOUR CLUSTER DEVELOPMENT

PHASE I

Situated in the Township of Sagamore Hills, County of Summit and State of Ohio and known as being Sublot Nos. 1 through 60 in "Villas on Troubadour Cluster Development Phase 1", of part of Original Northfield Township Lot 52, as shown by the recorded Plat Reception No. 54068076 of Summit County Records and re-recorded as Reception No. 54079606 of Summit County Records, be the same more or less, but subject to all legal highways.



Mstr_leg: villastr



EXHIBIT C

ARTICLES OF INCORPORATION
OF
VILLAS ON TROUBADOUR HOMEOWNERS' ASSOCIATION

The undersigned, a citizen of the United States, desiring to form a corporation, NOT FOR PROFIT, under Sections 1702.01 et seq. of the Ohio Revised Code, does hereby certify:

FIRST: NAME.

The name of the corporation shall be Villas on Troubadour Homeowners' Association.

SECOND: LOCATION OF PRINCIPAL OFFICE.

The place in Ohio where the principal office of the corporation is to be located is the Sagamore Hills Township, County of Summit, Ohio.

THIRD: DEFINITIONS.

The following definitions are applicable to these Articles of Incorporation:

1. Association means Villas on Troubadour Homeowners' Association, a non-profit Ohio corporation, its successors and assigns.
2. Declaration means Declaration of Easements, Covenants and Restrictions which will be filed for record in the office of the Summit County, Ohio Recorder.
3. Declarant means Heartland Villas of Eaton Estates III, Inc., and any successor(s) who stands in the same relation to Villas on Troubadour as Heartland Villas of Eaton Estates III, Inc. does upon execution hereof.
4. Member means a member of the Association, being the Declarant and Owners.
5. Owner means any Person (including Declarant) who holds part or all of the record title to a Home or to a leasehold estate in any Home having an initial term of fifty (50) years or more. The word "Owner" shall not include (i) any Person holding, whether or not of record, a

non-possessory future interest to a Home or to a leasehold estate in a Home having an initial term of less than fifty (50) years; and (ii) any Person having an interest merely as security for the payment of or performance of an obligation unless and until said Person all have acquired title pursuant to foreclosure or any act or proceeding in lieu of foreclosure. In the case of a land installment contract, the vendee shall be deemed the Owner, absent an agreement between vendor and vendee otherwise. Each Owner shall be treated for all purposes as a single Owner for each Home held irrespective of whether such ownership is joint or in common. In the event such ownership interest is joint or in common, the majority vote of the Owners shall be necessary to cast any vote to which such Owners are entitled.

6. Lot means any subplot shown on the plat attached to the Declaration (as same may be amended or modified) upon which a Home has been or is intended to be constructed and which is or will be treated by the Auditor of Summit County, Ohio, as a separate tax parcel for the purpose of assessing real property taxes. The location and dimensions of each Lot and the number of Lots in the aggregate are subject to amendment and modifications by Declarant by modification or amendment hereof and/or by the filing of an amended plat with the appropriate governmental offices (until such time as Declarant ceases to have an Ownership Interest in any of the Property).

7. Home means an individual unit of residential housing situated on an individual Lot for use and occupancy as a single family residence, together with such Lot.

Any capitalized terms used in these Articles and not otherwise defined herein shall have the meanings ascribed to such terms in the Declaration.

FOURTH: PURPOSES.

The principal purposes of the Association are:

1. To own, maintain, repair, replace, manage and operate the Common Area of Villas on Troubadour.
2. To establish Rules, regulations and criteria applicable to Villas on Troubadour.
3. To establish an orderly and efficient system of billing to pay for the expenses incurred in the furtherance of the purposes of the Association.
4. To carry out the responsibilities and obligations of the Association set forth in the Declaration, to exercise the rights set forth in the Declaration, and to perform such acts and deeds as are deemed necessary to achieve the aforesaid objectives.



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FIFTH: POWERS.

The Association shall have the power to engage in any lawful act pursuant to Chapter 1702 of the Ohio Revised Code deemed by it necessary or desirable to accomplish the purposes set forth in ARTICLE FOURTH of these Articles and to protect the lawful rights and-interests of its members in connection therewith.

SIXTH: DURATION.

The duration of the Association shall be in per pertuity.

SEVENTH: MEMBERSHIP AND VOTING RIGHTS.

1. Membership. The Declarant and each Owner upon becoming an Owner, shall automatically be a Member of the Association.
2. Classes of Membership. The membership of the Association is and shall be divided into the following two (2) classes:
 - (a) Class A Members. The Class A Membership consists of every Owner of a Home (other than Declarant), who shall automatically be a Class A Member.
 - (b) Class B Member. Declarant shall be the Class B Member. Upon conveyance of a Home, Declarant shall cease to be a Class B Member in respect to that Home, and the grantee thereof shall become a Class A Member. Upon conveyance of a Lot, the grantee shall succeed to Declarant's Class B membership status and Ownership Interest with respect to such Lot.

EIGHTH: BOARD OF TRUSTEES.

The persons vested with the authority to conduct the affairs of the Association shall be known as the Board of Trustees. The following persons having the addresses set forth opposite their respective names, shall serve the Association as Trustees until the first annual meeting or other meeting called to elect Trustees:

J. GORDON PRIEMER	29425 Chagrin Blvd., Suite 211 Pepper Pike, Ohio 44122
CAROLYN T. PRIEMER	29425 Chagrin Blvd., Suite 211 Pepper Pike, Ohio 44122
LOUIS J. MARINO	29425 Chagrin Blvd., Suite 211 Pepper Pike, Ohio 44122

NINTH: INDEMNITY.

Each member of the Board of Trustees and each officer of the Association and each former member of the Board of Trustees and officer of the Association shall be indemnified by the Association against the costs and expenses reasonably incurred by him or her in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which he or she is or may be made a party by reason of being or having been such Board Member or officer of the Association (whether or not he or she is a member or officer at the time of incurring such costs and expenses), except with respect to matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for misconduct or gross negligence in the performance of his or her duty as such Board Member or officer. In case of a settlement of any action, suit or proceeding to which any Board Member or officer of the Association, or any former Board Member or officer of the Association, is made a party or which may be threatened to be brought against him or her by reason of his being or having been a Board Member or officer of the Association, he or she shall be indemnified by the Association against the costs and expenses (including the cost of settlement) reasonably incurred by him or her in connection with such action, suit or proceeding (whether or not he or she is a Board Member or officer at the time of incurring such costs and expense), if (A) the Association shall be advised by independent counsel that such Board Member or officer did not misconduct himself or herself or was not grossly negligent in the performance of his duty as such Board Member or officer with respect to the matters covered by such action, suit or proceeding, and the cost to the Association of indemnifying such Board Member or officer (and all Board Members and officers, if any, entitled to indemnification hereunder in such case) if such action, suit or proceeding were carried to a final adjudication in their favor could reasonably be expected to exceed the amount of costs and expenses to be reimbursed to such Board Member and officers as a result of such settlement, (B) disinterested Association members entitled to exercise the majority of the voting power shall, by vote, at any annual or special meeting of the Association, approve such settlement and the reimbursement to such Board Member or officer of such costs and expenses, or (c) a court of law finds by a preponderance of evidence that Board Member did not misconduct himself or be grossly negligent. The phrase "disinterested members" shall mean all members of the Association other than (i) any Board Member or officer of the Association who was a party to or threatened with such action, suit or proceeding, (ii) any corporation or organization of which such Board Member or officer owns of record or beneficially one percent (1%) or more of any class of voting securities, (iii) any firm of which such Board Member or officer is a partner and (iv) any spouse, child, parent, brother or sister of any such Board Member or officer. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such Board Member or officer and shall not be exclusive of other rights to which any Board Member or officer may be entitled to or granted pursuant to Section 1701.12(E) of the Ohio Revised Code, as a matter of law, or under the Declaration, these Articles, the Bylaws of the Association, any vote of Members, or any agreement.



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James B. McCarthy DC 290.00

IN WITNESS WHEREOF, I subscribe my name this _____ day of _____,
1997.

2112 EAST OHIO SERVICE CORP.

By: _____
Mary Beth Duffy, Vice President

ORIGINAL APPOINTMENT OF AGENT

The undersigned, being the incorporator of Villas on Troubadour Homeowners' Association (the "Corporation"), hereby appoints 2112 East Ohio Service Corp., an Ohio corporation authorized by its articles of incorporation to serve as an agent pursuant to Section 1701.07 of the Ohio Revised Code and having a business address in the State of Ohio, as the Corporation's statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the Corporation may be served.

The complete address of the above-referenced agent is 2112 East Ohio Building, 1717 East 9th Street, Cleveland, Cuyahoga County, Ohio 44114.

2112 EAST OHIO SERVICE CORP.

Date: _____

By: _____
Mary Beth Duffy, Vice President

Gentlemen: 2112 East Ohio Service Corp. accepts your appointment as agent of your corporation upon whom process, tax notices or demands may be served.

2112 EAST OHIO SERVICE CORP.

Date: _____

By: _____
Mary Beth Duffy, Vice President



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AMENDMENT TO THE
DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS
FOR
VILLAS ON TROUBADOUR HOMEOWNERS' ASSOCIATION

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS FOR VILLAS ON TROUBADOUR HOMEOWNERS' ASSOCIATION RECORDED AT DOCUMENT NO. 54095038 OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS FOR VILLAS ON TROUBADOUR HOMEOWNERS' ASSOCIATION WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

KRISTEN M. SCALISE CPA, CFE

DATED: 7-14-2022

BY: _____

FISCAL OFFICER

By: *Beverly Coble*
Beverly Coble

DOC # 56753367



**AMENDMENT TO THE
DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS FOR
VILLAS ON TROUBADOUR HOMEOWNERS' ASSOCIATION**

RECITALS

- A.** The Declaration of Easements, Covenants, and Restrictions for Villas on Troubadour Homeowners' Association (the "Declaration") was recorded at Summit County Records, Document No. 54095038.
- B.** The Villas on Troubadour Homeowners' Association (the "Association") is a corporation consisting of all Owners in Villas on Troubadour and as such is the representative of all Owners.
- C.** Declaration Article XV, Section 15.7(c) authorizes amendments to the Declaration.
- D.** A meeting, including any change, adjournment, or continuation of such meeting, of the Association's Owners was held on or about June 8, 2022, and, at that meeting and any adjournment, Owners representing at least 66 and two-thirds of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matter to be modified (the "Amendment").
- E.** Owners representing 69.49 percent of the Association's voting power have affirmatively consented to or voted in favor of the Amendment and signed powers of attorney authorizing the Association's officers to execute the Amendment on the Owners' behalf, as documented in the Association's records.
- F.** The Association has complied with the proceedings necessary to amend the Declaration, as required by the Declaration, in all material respects.

AMENDMENT

The Declaration of Easements, Covenants, and Restrictions for Villas on Troubadour Homeowners' Association is amended by the following:

DELETE DECLARATION ARTICLE VI, SECTION 6.18 entitled, "Renting or Leasing," in its entirety. Said deletion to be taken from the Declaration, as recorded at Summit County Records, Document No. 54095038.



INSERT a new DECLARATION ARTICLE VI, SECTION 6.18 entitled, "Leasing of Lots." Said new addition, to be added to the Declaration, as recorded at Summit County Records, Document No. 54095038, is as follows:

6.18 Leasing of Lots. To create a community of resident Owners and to remain within mortgagee owner-occupancy limitations, no Lot, including the Home located on the Lot, can be leased, let, or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment, or any other purpose, subject to the following:

- (a) The above prohibition does not apply to:**
 - (i) Lots that are occupied by the parent(s), sibling(s), or child(ren) of the Owner; or,**
 - (ii) Lots that are leased or rented to a third party by the Owner of the Lot as of the date this amendment is recorded with the Summit County Fiscal Office, and which the Owner has registered with the Association as a "leased Lot" (referred to as "Grandfathered Lots") within 90 days of the recording of this amendment; a Grandfathered Lot may continue to be leased until titled ownership of the Lot is transferred to a subsequent Owner; upon the date of title transfer, the Lot is no longer a Grandfathered Lot and is no longer excepted from this lease prohibition; or,**
 - (iii) Lots that meet a special situation and to avoid a practical difficulty or other undue hardship, each Owner has the right to lease their Lot, including the Home, to a specified renter/Tenant for a one-time period of no more than 24 consecutive calendar months, subject to the restrictions and requirements as identified in sub-sections (b), (c), (d), and (e) below (referred to as "Hardship Lots"). To exercise this right:**



- (1) The Owner must provide the Board with prior, written notice of the lease at least 10 business days prior to its commencement;
 - (2) The Owner may not be more than 60 days delinquent in payment of any assessment or other amount due to the Association. If the Owner is more than 60 days past due in any payment, the Owner will request from the Board a one-time hardship exception and will not lease the Lot until the Board approves the request.
- (b) Grandfathered Lots or Hardship Lots are subject to the following conditions and restrictions:
- (i) Lease terms must be for 12 full, consecutive calendar months;
 - (ii) Leases must be provided to the Board at least 10 days prior to the commencement of the lease term;
 - (iii) No Lot may be leased, let, or rented to any business or corporate entity for the purpose of corporate housing or similar use;
 - (iv) No Lot, including the Home, may be sub-leased, sublet, or rented by a Tenant;
 - (v) No individual room, part, or sub-part of any Home may be leased, let, or rented;
 - (vi) The Association has at all times a limited power-of-attorney from and on behalf of any Owner who is more than 60 days past due in the payment of any Assessment or other amounts due to the Association. The limited power-of-attorney permits the Association to collect the lease or rent



payments directly from the lessee, Tenant, or renter until the amount owed to the Association is paid in full;

- (vii) The lessee, Tenant, or renter must abide by the terms of the Declaration, Bylaws, and Rules and regulations;
 - (viii) When an Owner leases their Lot, the Owner relinquishes access to all amenity privileges, but continues to be responsible for all obligations of ownership of their Lot and is jointly and severally liable with the lessee, Tenant, or renter to the Association for the conduct of the lessee, Tenant, or renter and any damage to Association property;
 - (ix) In accordance with Ohio law, the Association may initiate eviction proceedings to evict any lessee, Tenant, or renter for violation of the Declaration, Bylaws, Rules, or applicable laws, by any Occupant of the Lot or the Owner of the Lot. The action will be brought by the Association, as the Owner's agent, in the name of the Owner. In addition to any procedures required by State law, the Association will give the Owner at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be assessed to the Owner and the Lot's account and is a lien against that Lot.
- (c) Any land contract must be recorded with the Summit County Fiscal Office and a recorded copy of the land contract must be delivered to the Board within 30 days of the recording. Any land contract not meeting the requirements of this sub-section (c) is an impermissible lease. The buyer of a Lot on a land contract meeting the requirements of this sub-section (c) is considered the Owner of the Lot for all purposes and obligations under this Declaration, the Bylaws, and the Rules, except only

and specifically to the extent otherwise provided in the land contract between the buyer and seller.

- (d) Whenever any Lot is owned by a corporation, partnership, trust, or other entity, the Owner, through its officers or agents (i.e. president or chief executive officer, partner, or trustee), must designate in writing one particular person or family that is entitled to occupy the Lot. The designated person or family must be an employee of or have an ownership or legal interest (e.g. by being a named beneficiary of the trust), in the entity owning the Lot. Only the designated person or family, its care-givers, co-habitants, and guests may use the Lot. To the extent permitted by law, this requirement is also intended to prevent the purchase and use of any Lot for corporate housing, or as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care, or treatment facility.

- (e) The Board may adopt and enforce Rules and definitions in furtherance, but not in contradiction of the above provisions, including, Rules to address and eliminate attempts to circumvent the meaning or intent of this Declaration Article VI, Section 6.18 and in furtherance of the preservation of the Villas on Troubadour as an owner-occupied community and against the leasing of Lots for investment or other purposes. The Board has full power and authority to deny the occupancy of any Lot, including the Home, by any person or family if the Board, in its sole discretion, determines that the Owner of the Lot is intending or seeking to circumvent the meaning, purpose, or intent of this Declaration Article VI, Section 6.18.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the leasing of Lots, including the Home. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of the filing have standing to contest the validity of this amendment, whether



on procedural, substantive, or any other grounds. Any contest or other legal challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

The Villas on Troubadour Homeowners' Association has caused the execution of this instrument this 21 day of JUNE, 2022.

VILLAS ON TROUBADOUR HOMEOWNERS' ASSOCIATION

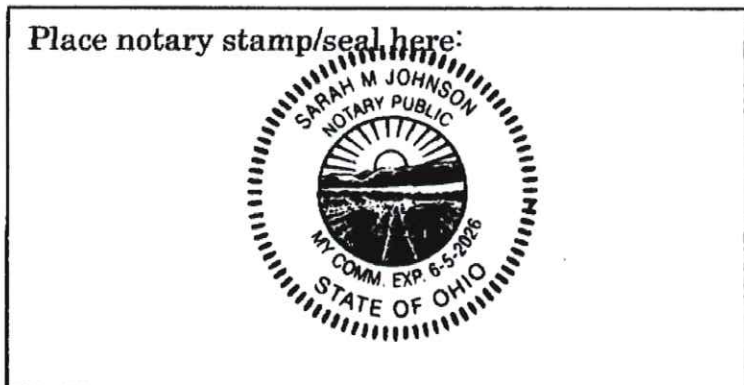
By: *Kenneth P. Spevak*
KENNETH P. SPEVAK, President

STATE OF OHIO)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named Villas on Troubadour Homeowners' Association, by its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

I have set my hand and official seal this 21st day of June, 2022.

Sarah M. Johnson
NOTARY PUBLIC



AMENDMENT TO THE

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR

VILLAS ON TROUBADOUR HOMEOWNERS' ASSOCIATION

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR VILLAS ON TROUBADOUR HOMEOWNER'S ASSOCIATION WAS FILED IN THE OFFICE OF THE COUNTY AUDITOR OF SUMMIT COUNTY, OHIO.

DATED: _____

BY: _____



John A Donofrio, Summit Fiscal Officer

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04/19/2005 09:27A
MISC 72.00

**AMENDMENT TO THE
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR
VILLAS ON TROUBADOUR HOMEOWNER'S ASSOCIATION**

WHEREAS, the Declaration of Easements, Covenants and Restrictions for Villas on Troubadour Homeowner's Association was originally recorded January 15, 1998 at Summit County Records Instrument No. 54095038, and

WHEREAS, the Villas on Troubadour Homeowner's Association is a not-for-profit corporation consisting of all Lot Owners in Villas on Troubadour and as such is the representative of all Lot Owners, and

WHEREAS, Section 15.7, Section (c) of said Declaration authorizes amendments to the Declaration, and Article VII of the Bylaws authorizes amendments to the Bylaws, and

WHEREAS, Lot Owners representing in excess of 66.6% of the voting power of the Association have executed an instrument in writing setting forth specifically the new matter to be added, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the President of the Association that a copy of the amendment was mailed by certified mail to all mortgagees on the records of the Association having bona fide liens of record against any Lot ownership, and

WHEREAS, the Association has in its records the consents to the Amendment signed by Lot Owners representing 73% of the voting power and further has in its records the consents, if any, of the mortgagees as certified by the Secretary in the attached Exhibit B, and

WHEREAS, the Association has in its records the power of attorney signed by Lot Owners representing 100% of the voting power authorizing the officers of Villas on Troubadour Homeowner's Association to execute this recorded document on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as required by Chapter 5311 of the Ohio Revised Code and the Declaration of Easements, Covenants and Restrictions and Bylaws for Villas on Troubadour Homeowner's Association have in all respects been complied with,

NOW THEREFORE, the Bylaws of Villas on Troubadour Homeowner's Association is hereby amended by the following:



DELETE in its entirety, Article II, Section 4(a) found at Page 2 of the Bylaws of Villas on Troubadour Homeowner's Association, as recorded in Summit County Records, Instrument No. 54095038, page 60; the Declaration originally recorded in Summit County records, Instrument No. 54095038;

And **REPLACE** it with the following:

(a) Annual Meeting. The annual meeting of Members of the Association for the election of members of the Board and transaction of such other business as may properly be brought before such meeting shall be held at such place within eight (8) miles of Villas on Troubadour as may be designated by either the Board or the President and specified in the notice of such meeting, at 8:00 p.m. or at such other time as may be designated by the Board or the President and specified in the notice of the meeting. The first annual meeting of Members of the Association shall be held when determined by the Declarant, but shall not be later than on the first Tuesday of the fourth month following the end of the first fiscal year of the Association following the date that the Declarant shall convey all Homes to Owners, as the number of Homes may be increased from time-to-time by the addition of land to the Property in accordance with the Declaration if not a legal holiday, and if a legal holiday, then on the next succeeding business day. Subsequent annual meetings of the Members of the Association shall be held on the first Tuesday of June if not a legal holiday, and, if a legal holiday then the next succeeding business day.

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



55174985
Pg: 3 of 7
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MISC 72.00

IN WITNESS WHEREOF, the said Villas on Troubadour Homeowner's Association has caused the execution of this instrument this 4 day of April, 2005.

VILLAS ON TROUBADOUR HOMEOWNER'S ASSOCIATION

Signed and acknowledged
in the presence of both:

William T. Wittig
Witness #1: William T. Wittig
Please print name below signature.

By: Martha Seminsky
MARTHA SEMINSKY, President

William T. Wittig
Witness #2: William T. Wittig
Please print name below signature.

By: Ingrid Gedris
INGRID GEDRIS, Secretary



John A Donofrio, Summit Fiscal Officer

55174985

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MISC 72.00

This instrument prepared by:
STEVEN M. OTT, ESQ.
KIMBERLY M. SUTTER, ESQ.
Ott & Associates Co., L.P.A.
55 Public Square, Suite 1008
Cleveland, Ohio 44113
Telephone: (216) 771-2600
Facsimile: (216) 830-8939
Email: Steven.Ott@OttEsq.com

STATE OF OHIO)
) SS.
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named Villas on Troubadour Homeowner's Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument 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 at MACEONIA, Ohio, this 4TH day of APRIL, 2005.



CONNIE VUKMANIC
Resident Summit County
Notary Public, State of Ohio
My Commission Expires 6-6-2009

Connie Vukmanic
Notary Public



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John A Donofrio, Summit Fiscal Officer



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MISC 72.00

John A Donofrio, Summit Fiscal Officer

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
) SS.
COUNTY OF SUMMIT)

MARTHA SEMINSKY, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Villas on Troubadour Homeowner's Association.
2. As such President, she caused copies of the amendment to the Declaration Villas on Troubadour Homeowner's Association to be mailed by certified mail to all mortgagees on the record of the Association having bona fide liens of record against any Lot Ownership.
3. Further affiant sayeth naught.

Martha Seminsky

MARTHA SEMINSKY, President

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named **MARTHA SEMINSKY** who acknowledges that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Macedonia, Ohio, this 4th day of APRIL, 2005.



CONNIE VUKMANIC
Resident Summit County
Notary Public, State of Ohio
My Commission Expires 6-6-2009

Connie Vukmanic

Notary Public

EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Villas on Troubadour Homeowner's Association hereby certifies that there is on file in the records of the Association, the names of the following mortgagees, if any, who have consented to the proposed Amendment to the Declaration of Villas on Troubadour Homeowner's Association.

NONE



INGRID GEDRIS, Secretary

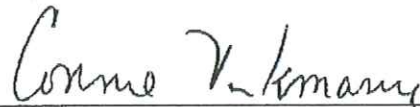
STATE OF OHIO)
) SS.
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named **INGRID GEDRIS** who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at MALEDONIA, Ohio, this 4TH day of APRIL, 2005.



CONNIE VUKMANIC
Resident Summit County
Notary Public, State of Ohio
My Commission Expires 6-6-2008 Notary Public




John A Donofrio, Summit Fiscal Officer

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EXHIBIT D

BYLAWS OF
VILLAS ON TROUBADOUR HOMEOWNERS' ASSOCIATION

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VILLAS ON TROUBADOUR HOMEOWNERS' ASSOCIATION

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BYLAWS OF
VILLAS ON TROUBADOUR HOMEOWNERS' ASSOCIATION

ARTICLE I

DEFINITIONS

Definitions in Articles of Incorporation.

The definitions set forth in Section 2.2 of the Declaration of Easements, Covenants and Restrictions ("Declaration") shall be applicable to the words and terms used in these Bylaws unless expressly otherwise provided herein or unless the context otherwise requires.

ARTICLE II

THE ASSOCIATION

Section 1. Name and Nature of Association.

The Association shall be an Ohio nonprofit corporation called "Villas on Troubadour Homeowners' Association".

Section 2. Membership and Voting Rights.

The membership of the Association is divided into two Classes namely, Class A Members, and Class B Members. The voting rights for each class of membership is described in the Declaration.

Section 3. Proxies.

Members may vote or act in person or by proxy. The person appointed as proxy need not be a Member of the Association. Each proxy shall be executed in writing by the Member entitled to vote or by his duly authorized attorney-in-fact and filed with the Secretary of the Association at or before the meeting and shall be revocable at any time by actual notice to the Secretary of the Association by the Member 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.



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Section 4. Meeting of Members.

(a) Annual Meeting. The annual meeting of Members of the Association for the election of members of the Board and the transaction of such other business as may properly be brought before such meeting shall be held at such place within eight (8) miles of Villas on Troubadour as may be designated by either the Board or the President and specified in the notice of such meeting, at 8:00 p.m. or at such other time as may be designated by the Board or the President and specified in the notice of the meeting. The first annual meeting of Members of the Association shall be held when determined by Declarant, but shall not be later than on the first Tuesday of the fourth month following the end of the first fiscal year of the Association following the date that Declarant shall convey all Homes to Owners, as the number of Homes may be increased from time-to-time by the addition of land to the Property in accordance with the Declaration if not a legal holiday, and if a legal holiday, then on the next succeeding business day. Subsequent annual meetings of Members of the Association shall be held on the first Tuesday following the anniversary of the first annual meeting if not a legal holiday, and, if a legal holiday, then the next succeeding business day.

(b) Special Meeting. Special meetings of the Members shall be called upon the written request of the Declarant, the President of the Association or, in case of the President's absence, death or disability, the Vice-President of the Association, a majority of the members of the Board acting either with or without a meeting, or Members entitled to exercise at least twenty-five percent (25%) of the total voting power of the Association. Upon request in writing for a special meeting delivered either in person or by certified mail to the President or the Secretary of the Association by any persons entitled to call a meeting of Members such officer shall forthwith cause to be given to the Members entitled thereto notice of a meeting to be held on a date not less than five (5) or more than thirty (30) days after the receipt of such request as such officer may fix. If such notice is not given within thirty (30) days after delivery of mailing of such request, the persons calling the meeting may fix the date and place of the meeting and give notice thereof. Each special meeting shall be called to convene at 8:00 o'clock P.M. and shall be held at such place on Villas on Troubadour or off Villas on Troubadour but within eight (8) miles of Villas on Troubadour as shall be specified in the notice of meeting. No business other than that specified in the call shall be considered at any special meeting.

(c) Notices of Meetings. Not less than five (5) nor more than sixty (60) days before the day fixed for a meeting of the Members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these Bylaws to give such notice. The notice shall be given by personal delivery or by mail to each Member of the Association. If mailed, the notice shall be addressed to the Members of the Association at their respective addresses as they appear on the records of the Association and shall be deemed to be delivered three (3) days after it is deposited in the United States mail with postage thereon

prepaid. Notice of the time, place and purposes of any meeting of Members of the Association may be waived in writing, either before or after the holding of such meeting, by any Member of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.

(d) Quorum: Adjournment. At any meeting of the Members of the Association, the Members of the Association entitled to exercise fifty percent (50%) of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, by the Declaration, by the Articles or by these Bylaws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided, further, that the Members of the Association entitled to exercise a majority of the voting power represented at a meeting of Members, whether or not a quorum is present, may adjourn such meeting from time to time. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings.

(e) Majority. As used in these Bylaws, the term "majority" shall mean more than fifty percent (50%) of the voting power of the Association.

(f) Order of Business. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting. The order of business at all meetings of Members of the Association shall be as follows:

- (i) Calling of meeting to order
- (ii) Proof of notice of meeting or waiver of notice
- (iii) Reading of minutes of preceding meeting
- (iv) Reports of officers
- (v) Reports of committees
- (vi) Appointment or election of inspectors of election
- (vii) Election of members of Board (if applicable)





- (viii) Unfinished and/or old business
- (ix) New business
- (x) Adjournment

(g) Action Without a Meeting. Any action required by law to be taken at a meeting of the Members or any action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all Members entitled to vote with respect to the subject matter thereof.

ARTICLE III

BOARD OF TRUSTEES

Section 1. Number and Qualification.

Until the first annual meeting of Members of the Association, the Board of Trustees shall consist of three persons designated in ARTICLE EIGHTH of the Articles, subject to a vacancy or vacancies being filled by the Declarant, at its option, or the remaining Trustees as permitted in Section 2 of this ARTICLE III. None of such three persons or their replacements need be Members. Until the first annual meeting, Declarant may substitute replacement trustees for the named Trustees. At the time of the first annual meeting of Members of the Association the three persons serving as Trustees as provided above shall resign and thereafter the Board of Trustees shall consist of three (3) persons elected by Members of the Association as provided in Sections 2 and 3 of this Article III.

Section 2. Election of Board; Vacancies.

Board members shall be elected at the annual meeting of Members of the Association or at a special meeting called for such purpose except that prior to the first annual meeting of Members, only the Trustees designated in the Articles or their replacements shall have the right to call such a meeting. At a meeting of Members of the Association at which Board members are to be elected, only persons nominated as candidates shall be eligible for election as board members and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board, however caused, the remaining Board members, though less than a majority of the whole authorized number of Board members, may, by vote of a majority of their number, fill any such vacancy for the unexpired term.

Section 3. Term of Office; Resignations.

Each Board member shall hold office until the annual meeting of the Members of the Association held for the election of his or her position and until his successor is elected, or until his or her earlier resignation, removal from office or death. Any Board member may resign at any time by oral statement to that effect made at a meeting of the Board or in writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Board member may specify. Members of the Board shall serve without compensation. At the first annual meeting of the Members of the Association called for the purpose of electing the Board, the term of office of one Board member shall be fixed so that such term will expire one year from and after the date of the next following annual meeting of Members of the Association. The term of office of the remaining two Board members shall be fixed so that such term will expire at the date of the next following annual meeting of Members of the Association. At the expiration of such initial term of office of each respective Board member, his or her successor shall be elected to serve for a term of two (2) years. If the number of Board members is increased, such new members shall, also, serve for a term of two years, with their initial terms being similarly staggered. The term (or terms) of the first new members may be less than two years, if necessary, to properly stagger the expiration dates of the Board.

Section 4. Organizational Meeting.

Promptly after each annual meeting of Members of the Association, the newly elected Board members and those Board members whose terms hold over shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 5. Regular Meeting.

Regular meetings of the Board may be held at such times and places as shall be determined by a majority of the Board, but at least one such meeting shall be held during each four (4) month period. Notice of the time and place of the meeting shall be communicated to members of the Board not less than four (4) days prior to a 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 a meeting.

Section 6. Special Meetings.

Special meetings of the Board may be held at any time upon call by the President or any two Board members. Written notice of the time and place of each such meeting shall be given to each Board member either by personal delivery or by mail, telegram, telecopy or telephone at least two days before the meeting, which notice need not specify the purposes of the meeting;



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provided, however, that attendance of any Board member at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting, and such notice may be waived in writing either before or after the holding of such meeting, by any Board member, which writing shall be filed with or entered upon the records of the meeting. All 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 at least 72 hours before the time set for the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting.

Section 7. Quorum; Adjournment.

A quorum of the Board shall consist of a majority of the number of persons then serving as Board members; provided that a majority of the Board members present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. At each meeting of the Board at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these Bylaws.

Section 8. Powers and Duties.

Except as otherwise provided by law, the Declaration, the Articles or these Bylaws, all power and authority of the Association shall be exercised by the Board. In carrying out the purposes of the Declaration and subject to the limitations prescribed by law, the Declaration, the Articles or these Bylaws, the Board shall have the right to do all things permitted by law and exercise all powers and authority of the Association.

Section 9. Compensation of Trustees.

Trustees shall serve without compensation except that the Association shall reimburse such Trustees for out-of-pocket expenses incurred in connection with the exercise of their duties hereunder, pursuant to such reasonable Rules as the Board may, at its election, adopt.

Section 10. Conduct of Meetings.

The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of the Board, recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. Meetings may be conducted by

telephone and shall be considered as any other meeting, provided all Trustees are able through telephone connection to hear and to be heard.

Section 11. Removal of Members of Board.

At any regular or special meeting of Members of the Association duly called, at which a quorum shall be present, any one or more of the Board members elected by the Members may be removed with or without cause by vote of the Members of the Association entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, and a successor or successors to such Board member or members so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Board member whose removal has been proposed by the Members of the Association shall be given notice prior to any meeting called for that purpose and an opportunity to be heard at such meeting.

Section 12. Fidelity Bonds.

The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate Fidelity Bonds. The premiums on such bonds shall be paid by the Association and shall be "Common Costs".

Section 13. Actions Without a Meeting.

All actions which may be taken at a meeting of the Board may be taken without a meeting with the approval of and in a writing signed by all members of the Board then serving as such.

ARTICLE IV

OFFICERS

Section 1. Election and Designation of Officers.

The Board shall elect a President, a Vice President, a Secretary and a Treasurer. The President shall be a member of the Board, and some or all of the remaining officers may, but need not be, members of the Board. The Board may also appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary who may or may not be members of the Board but who must be Members of the Association. One person may hold more than one office, excepting the offices of President and Secretary.





Section 2. Term of Office: Vacancies.

The officers of the Association shall hold office until the next organizational meeting of the Board and until their successors are elected, except in case of resignation, removal from office or death. The officers shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Members. The Board may remove any officer at any time with or without cause by a majority vote of the Board members then in office. Any vacancy in any office may be filled by the Board for the unexpired portion of the term.

Section 3. President.

The President shall be the chief executive officer of the Association. The President shall preside at all meetings of Members of the Association and shall preside at all meetings of the Board. Subject to directions of the Board, the president shall have general executive supervision over the business and affairs of the Association. The President may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board or otherwise be provided for in the Declaration or in these Bylaws.

Section 4. Vice President.

The Vice President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other acts as may be determined by the Board.

Section 5. Secretary.

The Secretary shall keep the minutes of meetings of the Members of the Association and of the Board. The Secretary shall keep such books as may be required by the Board, shall give notices of meetings of Members of the Association and of the Board as required by law, the Declaration or by these Bylaws and shall have such authority and shall perform such other duties as may be determined by the Board or otherwise as provided for in the Declaration or in these Bylaws.

Section 6. Treasurer.

The Treasurer shall receive and have in charge all money, bills, notes and similar property belonging to the Association, and shall do with the same as may be directed by the Board. The Treasurer shall keep accurate financial accounts and hold the same open for inspection and examination of the Board and shall have such authority and shall perform such other duties as may be determined by the Board.

Section 7. Other Officers.

The Assistant Secretaries and Assistant Treasurers, if any, and any other officer whom the Board may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board.

Section 8. 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 9. Delegation of Authority and Duties.

The Board is authorized to delegate the authority and duties of any officer to any other officer, to a managing agent or to a management company, or to any one or more of them, and generally to control the action of the officers and managing agent or management company and to require the performance of duties and in addition to those mentioned herein. The execution of a management agreement with a managing agent or management company which authorizes or requires the managing agent or management company to perform certain duties shall be deemed to be a delegation and authorization to such managing agent or management company of such duties and of all power and authority necessary to carry out such duties.

Section 10. Compensation of Officers.

Officers shall serve without compensation except that the Association shall reimburse such Officers or Trustees for out-of-pocket expenses incurred in connection with the exercise of their duties hereunder, pursuant to such reasonable Rules as the Board may, at its election, adopt.





ARTICLE V

APPLICABLE LAWS; PRIORITY OF DOCUMENTS

- (a) Chapter 1702 of the Ohio Revised Code,
- (b) The Declaration,
- (c) The Articles,
- (d) These Bylaws, and
- (e) The Rules

shall be attempted to be interpreted as a harmonious whole, and the Association shall be subject to and governed by all of such laws, documents and Rules. In the event of any direct inconsistency in any provisions in any of the foregoing, the provisions, in the law or document first above listed shall be given priority; provided, however, that all inconsistencies between or among the permissive provisions of Chapter 1702 of the Ohio Revised Code and any provisions of any documents or Rules, listed later, shall be resolved in favor of the documents or Rules listed later.

ARTICLE VI

FINANCES OF ASSOCIATION (ASSESSMENTS)

Section 1. Preparation of Estimated Budget.

On or before December 15 of each year after the Declarant ceases to have an Ownership Interest in any of the Property, the Association shall estimate the total amount necessary to pay all of the Common Costs for each succeeding calendar year together with any income the Association may receive. On or before December 21, the Association shall notify each Member in writing as to the amount of such estimates. 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 for Common Costs. The net of the aggregate amounts of such estimates (the "Estimated Cash Requirements") of the next calendar year shall be assessed to those Members required to pay such Assessments according to and as specifically set forth in the Declaration. Each Member required to pay Assessments shall pay to the Association or as it may direct the Assessment made pursuant to this Section on or before the first day of each calendar year, except that the Board may elect to collect annual Assessments quarterly or

monthly, in advance. On or before the date of each annual meeting following the first annual meeting, the Association shall furnish to all Members an itemized accounting of the Common Costs for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, by Assessments, or otherwise, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited to the last maturing installments due from the Members under the current year's estimate, pro rata. Any net shortage shall be added pro rata to the next installment due after the rendering of the accounting.

Section 2. 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 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 3. Books and Records of Association.

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

Section 4. Status of Funds Collected by Association.

All funds collected hereunder shall be held and expended solely for the purposes designated herein and shall be deemed to be held for the use, benefit and account of all Members required to pay Assessments pursuant to the Declaration.

Section 5. Reserve Fund: Special Assessments.

Subject to the terms of Section 11.3 of the Declaration, the Board shall establish and maintain for the Association a reasonable reserve fund for replacements of Common Area, exterior walls, roofs and other property required to be maintained, repaired and replaced by the Association, in such amount as the Board may deem necessary. The reserve shall be funded



through regular Assessments for Common Costs. Upon the sale of a Lot and/or Home by any Owner, such Owner shall have no right to any portion of the funds in the reserve account; nor shall such Owner have any claim against the Association with respect thereto. If the Estimated Cash Requirements proves inadequate for any reason, including nonpayment of any Member's Assessments, the deficiency and any extraordinary expenditures incurred in any year which were not originally included in the estimated cash requirement for such year shall be charged first against the reserve fund. The amount of the reserve fund shall be reviewed annually by the Board.

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.

Section 6. Initial Capital Contribution.

In addition to the regular monthly Assessments, each purchaser of a Lot from the Declarant will be required to make, at the time such purchaser acquires title to a Lot, an initial working capital contribution to the Association equal to twice the estimated monthly Assessment for Common Costs for such Lot as determined by the Declarant in Declarant's sole discretion. The general purpose of this contribution is to provide the Association with a portion of the necessary initial working capital. Such funds may be used to reimburse the Declarant for certain prepaid items (e.g., insurance premiums, utility deposits and organizational, equipment and supply costs) and for such other purposes as the Board may determine. This initial working capital contribution is not an escrow or advance, it is not refundable and shall not be required of the Declarant, but only from those Persons who or which purchase a Lot from the Declarant. Upon sale of a Lot by an Owner (other than Declarant) such Owner shall have no right to all or any part of the initial capital contribution or any other part of the funds held by the Association, nor shall such Owner have any claim against the Association in respect thereto.

Section 7. Lien of Unpaid Assessments - Interest Charges - Late Payment Charges.

Unpaid Assessments shall be a lien upon the Lot in the manner specified in the Declaration. The Board may charge interest as provided in the Declaration. The Board may also assess a late payment charge for any payment not paid when due as provided in the Declaration.

Section 8. Remedies for Failure to Pay Assessments.

The Board and the Declarant shall have all remedies for failure to pay Assessments set forth in the Declaration or available in law or in equity, and each such right in remedy of the Declarant and the Board shall be cumulative and non-exclusive.

Section 9. Statement of Unpaid Assessments.

Upon seven (7) days prior written notice to the Board and upon obtainment of a reasonable fee established by the Board, any Owner or existing or prospective mortgagee shall be furnished a statement of the account of such Owner setting forth the amount of any unpaid Assessments or other charges due and owing from such Owner. Any perspective purchaser or mortgagee may rely upon such statement.

ARTICLE VII

AMENDMENT

These Bylaws may be amended to the same extent and in the same manner as the Declaration may be amended.

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