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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF PRAIRIE VISTA SUBDIVISION RICHFIELD, OHIO

This Declaration of Covenants, Conditions, Easements and Restrictions (the "Declaration") is made as of the 7th day of August, 2006, by LIFESTYLE NEIGHBORHOODS CO., an Ohio corporation, with its principal offices located at 10474 Broadview Road, Broadview Heights, OH 44147 (hereinafter referred to as the "Declarant" and/or the "Developer").

RECITALS

WHEREAS, the Declarant is the owner of certain real property located in the Village of Richfield, Summit County, Ohio, which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, the Declarant desires to create on the Property a residential community in accordance with the Site Plan (hereinafter defined) and in accordance with the requirements of the Planning and Zoning Code of the Village of Richfield

WHEREAS, the Property hereby submitted to this Declaration is intended to be developed by the Developer into a residential community containing nineteen (19) residential units, the Common Areas (as hereinafter defined), the Detention Pond (as hereinafter defined), and the publicly dedicated Roadway, all as hereinafter defined, as shown on the Subdivision Plat for Prairie Vista, as filed for record on 10/5/06 as 55374690, at Volume ____, pages ____ of Summit County Map Records;

WHEREAS, the Declarant desires to provide for (a) the orderly development of the Property; (b) the establishment and maintenance of architectural and design controls and standards; (c) the preservation of Open Space (hereinafter defined); (d) the use and maintenance of the Common Areas (hereinafter defined) and the Detention Pond (as hereinafter defined); (e) the compliance with the Planning and Zoning Code of the Village of Richfield; and (f) the protection of values within the Property so that Owners may enjoy a first-class environment for their families;

WHEREAS, in furtherance of the development plan, the Declarant desires to and does hereby subject the Property (except as otherwise set forth herein) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof;

WHEREAS, a central authority or agency will be required to regulate, administer and govern the Property for the fulfillment of the foregoing purposes with the power to levy and collect Assessments from Owners within the Property, to pay the costs and expenses of operating, maintaining, repairing and replacing the Common Areas and the

Description approved by Tax Maps Approval good for 30 days from

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Detention Pond and providing other specific maintenance services as hereinafter set forth;

WHEREAS, the Declarant has or will establish the Prairie Vista Homeowners' Association, Inc., as an Ohio non-profit corporation (the "Association") for the purpose of providing such a central authority; and

WHEREAS, the Declarant intends to establish and grant a Conservation Easement to Ohio Stream Preservation, Inc. ("OSP") upon the terms and conditions set forth in the Grant of Conservation Easement attached hereto as Exhibit E (the "Conservation Easement");

NOW, THEREFORE, in consideration of the foregoing and of the provisions set forth below, the Declarant has prepared this Declaration to define the manner in which the Property shall be governed and administered and will cause this Declaration to be filed for record with the Recorder of Summit County, Ohio, as a public record; and 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 provided for in this Declaration (collectively the "Covenants and Restrictions"), 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 heirs, personal representatives, successors and assigns.

PROVISIONS

ARTICLE I

RECITALS ; PROPERTY SUBJECT TO THIS DECLARATION

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

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

ARTICLE II

EXHIBITS AND DEFINITIONS

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

- EXHIBIT A - Legal description of the Property.
- EXHIBIT B - Plat depicting the Property.
- EXHIBIT C - The Articles of Incorporation of the Prairie Vista Homeowners' Association, Inc.
- EXHIBIT D - The Code of Regulations of the Prairie Vista Homeowners' Association, Inc.



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EXHIBIT E - The Grant of Conservation Easement to OSP.

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

“ARCHITECTURAL CONTROL COMMITTEE” (the “ACC”) shall mean the committee created by this Declaration and granted original jurisdiction to review and approve or disapprove all plans and specifications for proposed construction, alteration, replacement, certain repairs and maintenance, and for any change of use of any improvements, including, without limitation, landscaping. Until such time as the Developer’s interest in the Property terminates as hereinafter provided, the Developer shall appoint the members of the ACC.

“ASSESSMENTS” shall mean the share of Common Costs referred to in Article X below, Special Assessments as permitted herein, the Stewardship Assessment paid to OSP, together with “Other Charges: which from time to time are levied by the Board or the Developer as permitted by other sections of this Declaration 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 from the date the Assessments or Other Charges first become due to the date it is paid in full, (ii) a late payment charge if any Assessment shall not be paid within ten (10) days of the date due, as established from time to time by the Board (but in no event higher than ten percent (10%) of the amount due), and (iii) the reasonable costs of collection of any unpaid Assessments and Other Charges (including court costs and reasonable attorneys’ fees).

“ASSOCIATION” shall mean the Prairie Vista Homeowners’ Association, Inc., a non-profit Ohio corporation, its successors and assigns, created to govern, operate, control and administer the Prairie Vista Subdivision, including without limitation, the Common Areas, and to supervise and enforce the Covenants and Restrictions.

“ASSOCIATION LANDSCAPING” shall mean all lawn and landscaping within the Common Areas, all entry-way landscaping, and cul-de-sac landscaping.

“BOARD” shall mean the Board of Trustees of the Association. The Board is sometimes referred to as the “Trustees.”

“CODE” means the Code of Regulations of the Association.

“COMMON AREAS” shall mean all real and personal property now or hereafter owned by the Association or otherwise held for the common use and enjoyment of the Owners or Occupants. Common Areas shall include those areas of land, all landscaping, improvements and facilities owned by the Association which are installed for the use and benefit of all Owners and Occupants and the land upon which such landscaping, improvements and facilities are located as depicted on the approved development plan for



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the Subdivision. Common Areas does not mean or imply that the public at large acquires any easement of use or enjoyment therein.

“COMMON EXPENSE” means the actual and estimated expenses of operating the Association, both for general and special purposes, including reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Code and the Articles of Incorporation of the Association.

“CONSERVATION EASEMENT” means the conservation easement granted to OHIO STREAM PRESERVATION, INC., an Ohio not-for-profit conservation organization, pursuant to that certain Grant of Conservation Easement dated June 19, 2006.

“DECLARANT” shall mean the Declarant named above and its specifically designated successors and assigns of any of its rights as Declarant under this Declaration or any supplemental Declaration involving the Property. No person, real or corporate, shall be deemed to be a successor, alternate or additional Declarant for the purpose of this Declaration unless such person or entity has been specifically so designated by the Declarant herein, by instrument in writing and placed of record.

“DECLARATION” shall mean this Declaration of Covenants, Conditions, Easements and Restrictions, as amended from time to time as herein permitted.

“DEVELOPER” shall mean Lifestyle Neighborhoods Co., an Ohio corporation, with its principal offices located at 10474 Broadview Road, Broadview Heights, Ohio 44147.

“DETENTION POND” shall mean the detention pond, storm water quality pond, storm water management area or wet or dry pond as depicted on the Plat.

“ELIGIBLE MORTGAGE HOLDER” means banks, savings and loan associations, insurance companies and other institutional lenders, holders, insurers or guarantors of first mortgages on the Property or portions thereof.

“FLOOR AREA” shall mean the square footage of Homes measured to the exterior faces of all walls and to the center of any party walls, excluding garages, basements areas which are a full level below the grade and any exterior porches, decks, patios, balconies, etc., as shown on the plans and specifications submitted to the ACC in connection with the construction of the Home and as certified thereon by an Architect.

“HOMES” means all units of residential housing situated or to be situated on the Property. Without limiting the generality of the foregoing, Home shall mean a portion of the Property intended for any type of independent ownership for use and occupancy as a single family residence and shall, unless otherwise specified, include within its meaning (by way of illustration, but not by way of limitation) single family houses on separately platted lots, as may be developed, used and defined as herein provided or as provided in any amendments to this Declaration; provided further, the term Home shall also include



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all portions of the Sublot owned as a part of any structure thereon. 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 having jurisdiction over the same, and the Home has been conveyed to a person other than the Developer.

“LOT” shall consist of the land as subdivided and shown on the approved subdivision plat for the Property.

“MEMBER” shall mean a person or entity entitled to membership in the Association, as provided in this Declaration and in the Associations Articles or its Code.

“OCCUPANT” shall mean any Person who lives temporarily or permanently in a Home.

“OWNER” shall mean any Person (including the Developer) who holds part or all of the record title to a Home or a building containing more than one Home or to a leasehold estate in a Home or a building containing more than one 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 nonpossessory future interest in a Home or a leasehold estate in a Home having an initial term of less than fifty (50) years; or (ii) any Person having an interest merely as security for the payment of or performance of an obligation unless and until said Person shall have acquired title pursuant to foreclosure or any act of proceeding in lieu of foreclosure.

“OWNERSHIP INTEREST” shall mean the fee simple interest of the Developer 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 the Declarant having an initial term of fifty (50) years or more therein.

“PERSON” shall mean a natural person, corporation, partnership, limited partnership, limited liability company, trustee and any other legal entity to which the law attributes the capacity of holding title to real property.

“PLAT” means the recorded subdivision plat attached as Exhibit B and any subsequent Plat filed subdividing any portion of the property submitted to this Declaration.

“PROPERTY” shall mean the land described in Exhibit A, as the same may be amended from time to time.

“PROTECTED PROPERTY” shall be all land within the area of the recorded plat for the Subdivision marked “Protected Property”, “Preserve”, “Nature Area” or other title describing the are of property protected by the Grant of Conservation Easement and located on various Blocks and Sublots. The Protected Property was created by the



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Developer granting to OSP an interest in the real estate by the means of the Conservation Easement.

“PUBLIC ROADWAY” shall mean any roadway within or adjacent to the Property which has been dedicated to and accepted by the Village of Richfield as a public right-of-way.

“RULES” shall mean such rules and regulations to govern the operation and use of the Common Areas, the Detention Pond and any other property owned by the Association as may be adopted from time to time by the Board or the ACC to implement and carry-out the provisions and intent of this Declaration.

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

“STEWARDSHIP ASSESSMENT FEE” means the transfer fee due in accordance with the terms and provisions of the Conservation Easement upon the sale or transfer of any Sublot or other portion of the Property, in an amount equal to the greater of Eight Hundred Seventy-Five Dollars (\$875) or one-quarter of one percent (0.25%) of the sales price of such property, which fee is to be paid by the buyer through closing.

“SUBLOT” means a platted single-family lot upon which a Home has been or may be constructed.

“SUBSEQUENT AMENDMENT” means an amendment to this Declaration which adds additional property to that covered by this Declaration, or deletes property from that which is covered by this Declaration. A Subsequent Amendment may, but is not required to: (1) impose, expressly or by reference, additional restrictions and obligations on the land submitted by such Subsequent Amendment to the provisions of this Declaration; and/or (2) otherwise amends this Declaration and/or the Code.

“TENANT” shall mean a Person living in and having a possessory leasehold interest in a Home, other than an Owner.

“VILLAGE” means the Village of Richfield, an Ohio municipal corporation.

ARTICLE III
EASEMENTS

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Section 3.1 Utility Easements. There is hereby reserved in favor of the Declarant and granted to the Association and the Developer, their successors and assigns, a non-exclusive easement upon, across, over, through and under all portions of the Property for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewer, energy, drainage, gas, telephone, electricity, television, cable and communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Declarant, the Association and the Developer and their respective successors and assigns, or the providing utility or service company, to install and maintain facilities and equipment on the Property provided that such facilities shall not materially impair or interfere with any Homes. Anything to the contrary contained in this Section notwithstanding, no sewers, electrical lines, water lines or other utility service lines or facilities for such utilities may be installed or relocated except as approved by the Developer or the ACC or unless the same are shown on a recorded Plat. There is hereby reserved in favor of the Declarant, the Developer and the Association the right (but not the obligation) to grant neighboring property owners easements for utility purposes so long as the granting of such easements does not overburden the utilities serving the Property. If the Property is not served by an irrigation system, an easement is reserved across the Sublots to the Declarant, the Developer and the Association, and any management company engaged by the Association (if any), and to their respective contractors, agents, and employees, granting such parties the right to enter the Sublots and use water from any outdoor hose connection for the purpose of watering yard areas within each respective Sublot.

Section 3.2 Easements for Ingress and Egress. There is hereby created a non-exclusive easement upon, across, over and through the sidewalks, walkways and roads in favor of the Declarant, the Developer, the Association, all Owners and Occupants and the guests, licensees and invitees of such parties for pedestrian and vehicular ingress and egress, as the case may be, to and from all of the various portions of the Property, provided that nothing in this Section shall be deemed to authorize a trespass upon a Home, title to which is held by an Owner for such Owner's private use. The foregoing notwithstanding, the Developer and/or the Association may limit this right of ingress and egress by a Subsequent Amendment.

Section 3.3 Common Areas. The Declarant, the Developer, all Owners, Occupants and the guests of such parties shall have the right to enter upon, use and enjoy the Common Areas for their intended purposes in accordance with this Declaration and the applicable Rules.

Section 3.4 Easements for Construction, Alterations, etc. Easements are hereby created upon portions of the Common Areas necessary in connection with the construction, alteration, rebuilding, restoration, maintenance and repair of any Home, Common Area and other structures and improvements within the Property or serving the Property; provided, however, that in the exercise of any rights under this easement, there shall be no unreasonable interference with the use of any Home, building or other structure on the Property. Any Person benefiting from the foregoing easement shall indemnify and hold

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harmless the Declarant, the Developer, the Association and each other Owner from and against any and all losses, damages, liabilities, claims and expenses, including reasonable attorneys' fees resulting from any construction, rebuilding, alteration, restoration, maintenance and repair on the Property and shall repair any damage caused in connection with such activities.

Section 3.5 Emergency and Service Easements. There is hereby granted to the Village an easement for access to and across the Common Areas and all Sublots for emergency purposes.

Section 3.6 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 approval of the ACC and subject to the laws of the County, Village and other governmental authorities having jurisdiction.

Section 3.7 Drainage Rights and Authority to Transfer Drainage and other Easement Rights to the Village. The Declarant, the Developer, each Owner, the Association and the Village shall have the non-exclusive right and easement in common to utilize the storm sewers and drainage pipes (if any) in, over and upon the Common Areas for the purpose of drainage of surface waters on the Property, said rights-of-way and easements being hereby established for said purpose. It shall be the obligation of the Association to properly maintain, repair, operate and control such drainage system on the Common Areas and the Detention Period.

The Developer and (after transfer of the Common Areas) the Association shall have the right to grant easements for the installation and maintenance of sanitary sewers, storm sewers, water mains and drainage to the Village or any other governmental authority having jurisdiction. No Owner shall in any way hinder or obstruct the operation or flow of the drainage system. Except for existing structures, plantings or other materials, no structures, plantings or other materials shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas or which may change, retard or increase the flow of water through the respective easement areas. The easement areas and all improvements therein (including the Detention Pond) shall be maintained continuously by the Association unless those easements areas are accepted by the Village or other governmental authorities having jurisdiction by formal action.

Section 3.8 Easement to Maintain Wet Water Quality Ponds and Detention Pond. Installation, short and long term maintenance, repair, replacement and insurance coverage of the storm water quality ponds (wet extended detention ponds) and the Detention Pond shall be the sole responsibility of the Association. The following maintenance plan is being provided by the Declarant to the Association. Copies of all inspection and maintenance reports shall be forwarded to the Village and/or County Engineering Department. The Association shall ensure that pollutants collected within the storm



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water quality ponds and the Detention Pond are disposed of in accordance with local, state and federal regulations.

Maintenance Schedule for Wet Ponds/Storm Water Quality Ponds/Detention Pond

Activity	Schedule
• If wetland components are included, inspect for invasive vegetation	Semi-annual inspection
• Inspect for damage • Note signs of hydrocarbon build-up, and deal with as necessary • Monitor for sediment accumulation in the facility and forebay • Examine to ensure that inlet and outlet devices are free of debris and operational	Annual inspection
• Repair undercut or eroded areas	As needed maintenance
• Clean and remove debris from inlet and outlet • Mow side slopes	Monthly maintenance
• Manage and harvest wetland plants	Annual maintenance (if needed)
• Remove sediment from the forebay	5 to 7 year maintenance
• Monitor sediment accumulations and remove sediment when the pool volume has become reduced significantly or the pond becomes eutrophic	20 to 50 year maintenance

Section 3.9 Easement to Maintain Sales Offices, Modelings, Signage, Etc. Any provisions contained in this Declaration to the contrary notwithstanding, so long as the construction and sale of Homes by the Developer or an affiliate of the Developer is continuing within the Property, it shall be expressly permissible for the Developer to maintain and carry on upon portions of the Common Areas such facilities and activities as, in the sole opinion of the Developer, may be reasonably required, convenient, or incidental to the construction or sale of Homes within the Property, including, but not limited to, administrative/customer services, construction offices/trailers, temporary sanitary facilities, parking signs, identification signs, sales signs, model units, and sales and resales offices, and the Developer, its guests, licensees and invitees shall have an easement for access to all such facilities. The right to maintain and carry on such facilities and activities shall specifically include the right to use Homes owned by the Developer as models and sales offices. The Developer further reserves the right for itself and its successors, assigns, contractors, material suppliers and others performing work and furnishing materials to construct Homes and other improvements upon the Property to conduct business and carry on construction/site development activities during customary business hours. The Developer, or an affiliate of the Developer constructing Homes within the Property, shall remove all materials, equipment, trailers, temporary



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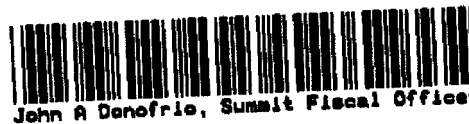
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facilities and signage on the Property upon the completion of construction and promptly return the Property into such condition as existed prior to the commencement of such construction. This Section may not be amended or modified without the express written consent of the Developer.

Section 3.10 Maintenance Easement. There is hereby reserved for the benefit of the Association and its agents, employees, successors and assigns an alienable, transferable and perpetual right and easement to enter upon any Sublot for the purpose of maintaining Association Landscaping and for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps or other unsightly growth and removing trash and debris in order to maintain reasonable standards of health, fire safety, and appearance within the Property, provided that such easements shall not impose any duty or obligation upon the Developer or the Association to perform any such actions (unless otherwise provided herein); and provided, further, that in the exercise of its rights hereunder the Association shall be entitled to be reimbursed by such Owner pursuant to Article IV hereof. Furthermore, the Association is granted easement rights to enter upon a Sublot for the purposes set forth herein, including but not limited to maintenance of Association Landscaping, for the exterior maintenance of Homes and for snow removal from driveways and walkways of Homes.

Section 3.11 Scope of Easements and Dedication of Roadways and Utilities. As the improvements to be located within the Property for the easement rights granted or reserved above are definable within specific areas, the Developer or the Association (with the Developer's prior written consent so long as the Developer is a Class B Member) shall have the right, but not the obligation, to: (a) limit such easements to specific areas and purposes, and record a document or documents releasing the balance of the lands from the burden of such easements; and/or (b) record a Plat or other document or documents setting forth the specific areas subjected to such easements; and/or (c) dedicate to public or private use specific areas (and the improvements contained therein) within the Property to meet the requirements of the Village, and other public authorities having jurisdiction over the same. The Developer or the Association may exercise any of such rights without the necessity of obtaining the consent or approval of Owners and other Persons for whose benefit the easement rights are granted or reserved.

Section 3.12 Conservation Easement. In accordance with the terms and provisions of Exhibit E attached hereto and incorporated herein by this reference, a conservation easement (the "Conservation Easement") is granted to OHIO STREAM PRESERVATION, INC., an Ohio not-for-profit conservation organization, having an address at P.O. Box 23835, Chagrin Falls, Ohio 44023-0835. In accordance with the terms of the Conservation Easement, each Grantee of a Sublot agrees to pay through closing a Stewardship Assessment Fee upon the sale or transfer of such subplot or other portion of the Property, in an amount equal to the greater of Eight Hundred Seventy-Five Dollars (\$875) or one-quarter of one percent (0.25%) of the sales price of such property. The Conservation Easement has no expiration date and is intended to continue in perpetuity; therefore, the Stewardship Assessment Fee will apply to any Grantee from the Declarant and/or the Developer and to each subsequent grantee in perpetuity.



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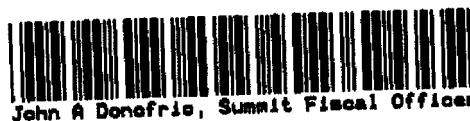
Section 3.13 Easements to Run With the Land. All easements and rights described herein are easements appurtenant to the Property, including the Sublots, Homes and the Common Areas, shall run with said lands, perpetually and at all times shall inure to the benefit of and be binding upon the Declarant, the Developer, and their respective successors and assigns, and any Owner, Tenant, Occupant, purchaser, mortgagee, the Village or other Person having an interest in the Property, or any part or portion thereof. Reference to the easements and rights described in any part of this Declaration, in any deed of conveyance, lease, mortgage, trust deed, declaration for another type of residential association, or other evidence of obligation, shall be sufficient to grant such easements and rights to the respective grantees, lessees, mortgagees or trustees of such property, or any portion thereof, and to reserve to the grantor or lessor therein, their successors and assigns, as easements appurtenant to the remainder of such properties, easements created by this Declaration for the benefit of any Owner, Tenant, Occupant, purchaser, mortgagee, the Village or other Person in respect to any portion of the Property as fully and completely as though such easements and rights were recited fully as set forth in their entirety in such document.

ARTICLE IV
COVENANTS, CONDITIONS AND RESTRICTIONS

The intent of this Declaration is to cause the Property, including the Detention Pond and appurtenant areas, to be well kept and maintained. Therefore, except as otherwise set forth herein, the covenants and restrictions provided in this Article IV shall be applicable to all Association Members, and the Owners, land contract vendees, lessees, Tenants and Occupants of the Property. The following covenants and restrictions shall be broadly construed and interpreted in furtherance of this intent. The Association, acting through its Board, shall have standing and the power to enforce such standards as provided herein.

The Association, acting through its Board, shall have authority to make and to enforce standards and restrictions governing the use of the Property, in addition to those contained herein, and to impose reasonable user fees for use of the Common Areas and the Detention Pond. Such regulations and use restrictions shall be binding upon all Members and on all Owners, land contract vendees, lessees, Tenants and Occupants.

Section 4.1 Covenant of Good Maintenance. Each Owner and Occupant shall have the exclusive duty to maintain the interior and exterior of each Home, including all landscaping which is not Association Landscaping, in good, sightly and attractive condition and repair and shall keep the adjacent Common Areas free from debris, rubbish, rubble and other conditions created by such Owners or Occupants or their guests. If a repair, replacement or maintenance required of an Owner is not promptly commenced or is not diligently and continuously completed by an Owner, the Association shall have the right (but not the obligation) to commence or complete the repair or replacement and shall charge the Owner for the costs thereof (together with a reasonable charge for the Association's overhead and administrative costs).



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Section 4.2 Restrictions. No Owner or Occupant of a portion of the Property shall cause or permit to continue in existence any condition on property owned or controlled by such Owner or Occupant which contravenes any of the following restrictions:

(a) **BUILDING RESTRICTIONS:** The following restrictions shall be applicable to the construction, remodeling, or alterations of all houses in the Subdivision and all other structures, unless otherwise approved in writing by the Architectural Control Committee (the "ACC"):

(i) All Buildings erected or constructed on any Sublot shall have the following minimum square footages:

Single Story (Ranch)	2,400 sq. ft.
Split-Level	2,600 sq. ft.
1 -1/2 Story	2,600 sq. ft.
2 - Story	2,800 sq. ft.

The square footage of any proposed building shall be deemed to be the area of the first and second floors of the building measured to the outside of the exterior walls. Garages, carports, porches, basements and patios shall not be taken into account in calculating the minimum square foot area.

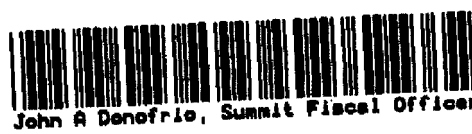
All plans submitted by the builders or the general public must have the approval of the Architectural Control Committee (the "ACC") located at 10474 Broadview Road, Broadview Heights, Ohio 44147, and must comply with all rules, regulations and deed restrictions. Developer reserves the right to withhold building permits until all requirements have been met.

From the time of purchase, individuals who are building their own home or are contracting with a Builder must obtain a building permit within eighteen (18) months of the close date of the Sublot.

(ii) All buildings shall have an attached garage for two, three or four cars only. The opening of the garage shall not face the street or roadway but shall open the side or rear of the dwelling. No detached garages shall be permitted.

(iii) No flat roofs are permitted. The minimum allowable pitch of any roof shall be 5/12, except that ranches shall have a minimum pitch of 8/12. Roof pitches on a building shall be harmonious.

(iv) The exterior of the front elevation of any structure shall be natural brick, stone, cultured stone, cement board, wood, or any other



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material approved in advance by the ACC. . Except for dimensional vinyl shake siding, soffits, and trim, no vinyl, aluminum or steel siding shall be permitted on the exterior of any home. All brick, stone or natural wood shall be extended to and meet the yard to grade. There shall be no exposed concrete or block foundation walls.

- (v) The rear elevation of any structure, which is visible from Revere Road shall be of materials similar to the front elevation. The rear elevations of such units shall be designed with care and shall incorporate design elements such as covered porches.
 - (vi) No aboveground swimming pools shall be permitted.
 - (vii) No wires of any kind shall be installed aboveground.
 - (viii) No single-family dwelling shall be closer than forty (40) feet to a dwelling on an adjoining Sublot nor closer than twenty (20) feet to the sideline of an adjoining Sublot. No single-family dwelling shall be closer than the set back line shown on the recorded plat.
 - (ix) No portion of any Sublot between the street and the setback line shall be developed in any manner other than as a lawn or kept in its natural state; nothing herein contained, however, shall be construed as preventing the use of such portion of said Sublots for walks and drives, the planting of trees or shrubbery, the growing of flowers or ornamental plants for the purposes of beautifying said premises, but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion of Sublot. No recreational facilities shall be erected in front of the building on any Sublot, e.g., basketball hoops, playground equipment, etc.
 - (x) Landscape areas shown on the plat in the front yards shall be planted in conformance to the Master Landscape Plan and maintained by the homeowner.
 - (xi) No Owner shall be permitted to act as his own builder or contractor for the exterior of any structure.
 - (xii) Any recreational facilities or play ground equipment that is installed in rear yards which face Revere Road shall have landscape screening which softens the view from Revere Road.
- (b) **LIVESTOCK: PETS:** No chickens or other fowl or livestock of any kind except ordinary domestic pets such as dogs, cats or caged birds shall be kept or harbored on any Sublot or any of the Common Areas and Facilities. No such domestic pets shall be permitted to run at large.



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- (c) **NUISANCES**: No Nuisance or condition which may endanger the health or unreasonably disturb the quiet of any Owner or Occupant and no gas or oil derrick shall be erected, placed, or suffered to remain on any Sublot or any of the Common Areas and Facilities.
- (d) **USE**: All sublots shall be restricted for use for construction of a dwelling thereon and only on dwelling shall be erected on each Sublot. No Sublot may be reduced in an area except where divided and added to two adjacent Sublots. Two or more Sublots may be combined to form on building site.
- (e) **SATELLITE DISHES**: No satellite dish over eighteen (18) inches in diameter may be constructed on the grounds of a Sublot or on the roof or exterior walls of a building on a Sublot; and no helicopter pads or permanent radio towers shall be constructed on the Sublot.
- (f) **ITEMS FOR SALE**: No items, including cars, may be displayed for sale in front of the building line of any Sublot.
- (g) **CLOTHESLINES**: There shall be no clotheslines exposed to any street.
- (h) **TRASH CONTAINERS**: No trash or rubbish containers of garbage bags shall be stored in front of the building line or exposed to the street, except after 7:00 p.m. of the day preceding the day such trash shall be collected.
- (i) **MAINTENANCE**: Each Owner shall keep his Sublot and any buildings, grass or landscaping thereon in good condition and repair, sightly and pleasing so as to maintain the value of the Sublots.
- (j) **LANDSCAPING**: No building on any Sublot shall be used or occupied for longer than six (6) months from the date of completion thereof unless the landscaping as shown on the approved landscaping plan shall have been installed.
- (k) **OTHER BUILDINGS**: Storage sheds or other accessory buildings not exceeding one hundred and forty-four (144) square feet in size may be erected or placed on a single family home Sublot, but only with the prior written approval of the ACC: provided, however, that no metal accessory building of any size shall be permitted on any Sublot. Any storage shed or other accessory building shall be of an architectural design and be built of materials that are harmonious with the home. No trailer, tent, shack, garage, barn, or other outbuilding shall be erected and used as a residence, temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.



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- (l) **NO OBSTRUCTIONS:** No fence, wall tree, hedge or shrub planting shall be maintained in such a manner as to obstruct sight lines for vehicular traffic.
- (m) **FENCES:** No man-made fences or man-installed fences of any kind shall be erected on any street frontage or forward of the building line. Fences shall be allowed from the rear of the house to the rear line and along the rear line of a single-family home Sublot, provided they are constructed of stone, wood or other materials approved by the ACC. In addition to approval by the ACC the Richfield Planning Commission shall also approve a fence on any sublot that has a rear elevation facing Revere or Wheatley Roads.
- (n) **TRADES OR BUSINESSES:** Each house shall be used for residential purposes except that non-offensive trades such as musical lessons may be conducted from a residence in compliance with such local ordinances as may apply.
- (o) **VEHICLE PARKING:** No vehicle of any kind shall be parked anywhere on the Sublot except within a permanent structure, including, but not limited to, cars, mobile homes, recreational vehicles, vans, boats, motorcycles, trailers, trucks (whether commercial or otherwise), non-operational vehicles, and equipment pertaining thereto, except that operating vehicles may be parked in the driveways between the house and set back line; nor shall any major repairing of cars shall be allowed, except those repairs of an emergency temporary nature on the Owner's car only.
- (p) **DRAINAGE SYSTEM:** No Owner shall cause or permit the blockage of any natural drainage courses or swales or change the grade of any Sublot or any part thereof, and the Declarant and the Master Association shall have the right to go upon any Sublot to alter said changes at the Owner's expense in order to restore the natural free flow of the drainage system.
- (q) **WAIVER OF RESTRICTIONS:** The ACC, with respect to the restrictions set forth above, and the Board of the Master Association with respect to all other restrictions set forth above, shall hear and decide requests for relief from or waiver of strict adherence to the provisions of the restrictions set forth above, if, in its judgment, the development warrants the same, and if in its judgment, the ends and purposes of the Subdivision would thereby be better served; provided, however, that no such change, waiver, or cancellation shall be effective unless approved by the Class B Member, if any.
- (r) **THE REAR OF LOTS WHICH FACE REVERE ROAD:** There shall be a twenty-five (25) foot easement on the rear of any lot which can be



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seen from Revere Road on which no hedge, structure including swing sets and sheds may be erected.

ARTICLE V
ARCHITECTURAL CONTROL COMMITTEE

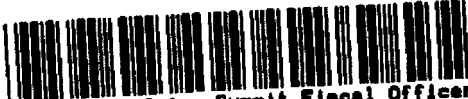
Section 5.1. Structure of Committee. There is hereby created the Architectural Review Committee (the "ACC") for the purpose of architectural and engineering control to secure and maintain an attractive, harmonious residential community. The ACC shall be composed of three (3) natural persons who need not be Members of the Association or Occupants. The persons who shall serve on the ACC shall be designated from time to time by (a) the Developer until such time as the Developer has conveyed all Sublots in the Subdivision to Owners (unless the Developer shall sooner notify the Board in writing that the Developer has waived its rights under this Section, and (b) the Board of the Association thereafter. The affirmative vote of two (2) members of the ACC shall be required in order to adopt or promulgate any Rule or to issue any permit, authorization or approval pursuant to this Declaration.

Section 5.2 Approval of Plans. Except with regard to the Developer, no building or structure shall be commenced, erected, placed, moved onto or permitted to remain on the Property, nor shall any common utility line, deck, patio, roof, exterior wall, or foundation wall, be altered, modified or changed in any manner, nor shall any building or structure upon the Property be altered in any way which changes the exterior or the appearance thereof, nor shall any new use be commenced or made on the Property or any part thereof, nor shall any grading be commenced or changed or landscaping installed or changed, unless detailed plans and specifications of the proposed, construction, installation or change including the description of any proposed new use therefor shall have been submitted to and approved in writing (except where approval results from inaction) by the ACC; provided, however, that the provisions of this Article V requiring submission of plans and specifications to and obtaining approval from the ACC shall not be applicable to the Developer.

In the event that the ACC fails to approve or disapprove any plans and specifications as herein provided within thirty (3) days after receipt of the plans and specifications by the chairman of the ACC, the same shall be deemed to have been approved, as submitted, and no further action shall be required.

Section 5.3 Grounds for Disapproval. The ACC shall have the right to disapprove any plans and specifications required to be submitted to it hereunder or to otherwise deny any authorizations requested of it because of any of the following:

- (a) Failure of such plans and specifications to comply with any of the Covenants and Restrictions contained in this Declaration or design and construction criteria adopted by the Developer or the Association.


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- (b) Failure to include information in such plans and specifications as may have been reasonably requested.
- (c) Incompatibility of design or appearance of any proposed structure or building with any existing or contemplated structures or buildings upon the same or other property in the vicinity.
- (d) Objection to the location of any proposed structures or buildings upon any portion of the Property with reference to any other area in the vicinity.
- (e) Objection to the grading plan.
- (f) Objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed building or structure, or
- (g) Any other matter which, in the reasonable judgment of the ACC, will render the proposed building or structure or use inharmonious with the general plan of improvement of the Property or the buildings, structures or uses located upon other portions or in the vicinity of the proposed building, structure or use.

In any case where the ACC shall disapprove any plans and specifications submitted hereunder or shall approve the same only as modified or under specified conditions, such disapproval or qualified approval shall be accompanied by a written statement of the grounds upon which such action was based. In any case, the ACC shall, if requested, make reasonable efforts to assist and advise the applicant to enable the applicant to provide an acceptable proposal for submission for approval.

Section 5.4 Right of Appeal. If the ACC shall disapprove any plans and specifications submitted hereunder, there shall be a right to appeal such decision to the board. Such appeal must be submitted to the Board by the applicant in writing within thirty (30) days after receipt of the notice of the decision from the ACC. No later than thirty (30) days after receipt of the notice of appeal, the Board shall examine the plans and specifications submitted, as well as the grounds upon which the ACC disapproved such plans and specifications. The affirmative vote of seventy-five percent (75%) of the members of the Board shall be required to reverse or modify a decision of the ACC.

Section 5.5 Violation of Article V. If any building or structure shall be altered, erected, placed or maintained upon any portion of the Property or any new use commenced on any portion thereof otherwise than in accordance with plans and specifications approved by the ACC (unless exempted pursuant to the provisions of this Article V), such alteration, erection, placement, maintenance or use shall be deemed to have been undertaken in violation of this Article V and without the approval required herein. Upon written notice from either the ACC, any trustee or officer of the Association or the Developer, any such building so altered, erected, placed or maintained upon any portion of the Property in violation hereof shall be promptly removed or realtered and any such use shall be terminated so as to extinguish such violation.


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If within fifteen (15) days after written notice of such a violation reasonable steps have not been taken toward the alleviation or termination of the same or if such remedial action is not prosecuted with due diligence until satisfactory completion of same, the Developer or the Association shall have the right, through their respective agents and employees, to enter upon that portion of the Property where the violation exists and to summarily abate and/or remove any building or structure, or to take such steps as may be necessary to extinguish such use, or to cure the violation. In addition to the foregoing, the Developer or the Association shall have the right to obtain an injunction from any court having jurisdiction for the cessation of such violation. The rights and remedies of the Developer and the Association contained in this Section shall be nonexclusive and in addition to any other right or remedy available at law or in equity.

The Developer or the Association shall notify in writing the Person in violation of this Article of all costs incurred to remedy same and any other damages to which the Developer or the Association 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 above, shall, upon perfection as provided hereinbelow, 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 IV. 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.

Section 5.6 Costs of the ACC. The Developer or the Association shall establish an annual budget for the costs and expenses of the ACC, which may include, among other items, compensation for its members, support staff and the employment of professional consultants. The ACC budget shall be a part of the "Common Costs" (as defined below).

Provided, however, that after termination of the Developer 's interest, the Association shall from time to time establish a fee to be paid by any Owner applying for a review and approval of the ACC, which fee shall cover the costs and expenses of the review by the ACC, and such cost shall thereafter not be paid by the Developer or the Association.

Section 5.7 Liability of members of the ACC. No member of the ACC shall be liable to the Association, any Member, or any Person for his acts or omissions or for failure to act. The ACC may inspect work being performed with its permission to assure compliance with this Declaration and applicable regulations. The presence of a member of the ACC, or an agent thereof, on any Sublot, shall not be deemed a trespass to long as the presence is in furtherance of said member's duties as a member of the ACC. The ACC shall have access to a Home at reasonable times and upon reasonable notice to the Owner of such Home.

ARTICLE VI
COMMON AREAS - ADDITIONS AND DELETIONS


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Section 6.1 The Declarant is the fee simple owner of the Common Areas. The Declarant shall convey the Common Areas to the Association free and clear of all liens and encumbrances except the Covenants and Restrictions of this Declaration; easements, covenants, restrictions, conditions and other similar matters of record; general taxes which are a lien upon but are not due and payable at the time of said conveyance; and zoning and other municipal ordinances, if any. Any special assessments certified by the County of Summit, State of Ohio or Village at the time of such conveyance which are a lien upon the Common Areas shall be paid by the Association.

Section 6.2 The Declarant, for so long as the Declarant is the fee simple owner of the Common Areas, shall have the right from time to time to convey portions of the Common Areas to the Developer in connection with any revisions of a plat or the construction of Homes provided that any conveyance made pursuant to this Section shall not have a material adverse impact on any of the Owners.

Section 6.3 The Association upon the request of the Developer so long as the Developer is a Member shall from time to time convey portions of the Common Areas owned by the Association to the Developer in connection with any revisions of a plat or the construction of Homes provided that any conveyance made pursuant to this Section shall not have a material adverse impact on any of the Owners.

Section 6.4 Any Owner may delegate, in accordance with the Code and subject to reasonable rules, regulations, and limitations as may be adopted in accordance therewith, his or her right of enjoyment to the Common Areas to the members of his or her family, tenants, and social invitees and shall be deemed to have made a delegation of all such rights to the Occupants or Tenants of any leased Home.

ARTICLE VII
RESPONSIBILITIES OF OWNERS AND OCCUPANTS

Section 7.1 Each Owner and Occupant shall have the exclusive duty to perform the following functions:

- (a) Maintenance.
 - (i) Each Owner and Occupant of a Home shall maintain the interior of such 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 Owners or Occupants or their guests.
 - (ii) Each Owner and Occupant, at their expense, shall make all repairs or replacements necessary to keep in good condition and repair the interior and exterior portions of all doors and windows (including skylights), and all appurtenances thereto and hardware, and shall replace all broken glass promptly.
- (b) Snow Removal. Each Owner and Occupant shall keep all areas appurtenant to his/her Home, including any sidewalks, driveways, patios, decks, porches,


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balconies, stoops and steps free of unreasonable accumulations of snow and ice.

- (c) Insurance. Each Owner shall maintain adequate liability insurance covering such Owner's Home. Each Owner shall maintain fire, extended coverage, vandalism and malicious mischief, "all risk" and other types of hazard insurance coverage on such Owner's Home as a designated from time to time in Rules adopted by the Board 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. In addition, each owner shall maintain hazard insurance on such Owner's contents and personal property, as such Owner shall desire.
- (d) Taxes and Assessments. Each Owner shall be responsible for payment of the taxes and assessments for such Owner's Home and all appurtenant facilities.

Section 7.2 Indemnity by Owners and Occupants. Each Owner and Occupant (each an "Indemnitor") will indemnify the Declarant, the Association and every other Owner and Occupant, including the Developer, from and against any and all claims, actions, damages, liability and expense in connection with the death or injury to a Person(s) or loss or damage to property occurring in, on or about, or arising out of land, Sublot or Home occupied or owned by such Indemnitor and all appurtenant facilities, the use or the occupancy thereof, or the conduct of such Indemnitor, but only where such claims, actions, damages, liabilities, or expenses are occasioned wholly or in material part by any negligent act or omission by such Indemnitor.

Section 7.4 Violation of Article VII. If any Person required to comply with the provisions of this Declaration contained in this Article VII, the Developer or the Association shall have the right to give written notice to such Person to comply with the provisions of this Article.

If within fifteen (15) days after such written notice reasonable steps have not been taken toward the correction of the violation, or if such correction is not prosecuted with due diligence until satisfactory completion of same, the Developer or the Association shall have the right, through their respective agents or employees, to enter upon that portion of the Property and to correct any such violation. In addition to the foregoing, the Developer or the Association shall have the right to obtain an injunction from any court having jurisdiction to require the Owner or Occupant to comply with the provisions of this Article. The rights and remedies of the Developer or the Association contained in this Section shall be nonexclusive and in addition to any other right or remedy available at law or in equity.

The Developer or the Association shall notify in writing the Person in violation of this Article of all the cost incurred to remedy same and any other damages to which the Developer or the Association may be entitled. If said amounts are not paid within ten (10) calendar days following said notification, then said amount shall be "delinquent" and together with the Other Charges as defined hereinabove, shall upon perfection as provided below 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 where the violation occurs shall be liable, jointly and severally, for any violation of an Occupant of such Owner's property.



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ARTICLE VIII
PRAIRIE VISTA HOMEOWNERS' ASSOCIATION

Section 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 of its Code of Regulations are marked, respectively, Exhibit C and Exhibit D, and are attached to this Declaration.

Section 8.2 Membership and Voting Rights

- (a) Membership. The Developer and each Owner shall automatically become a Member of the Association. In the case of an Owner other than the Developer, such membership shall terminate upon the conveyance of record by such Owner of his Lot, at which time the new Owner shall automatically become a Member of the Association. The Developer's status as the Class B Member shall terminate when the Developer shall have conveyed of record all Lots owned by the Developer in the Property. Membership in the Association shall be required of all Owners. The Developer's membership in the Association shall terminate on the earlier of:
 - (i) the date when the Developer no longer is the owner of a fee simple interest of any part of the development; or
 - (ii) voluntary termination by the Developer.

- (b) Classes of membership. The membership of the Association is divided into the two (2) following classes:
 - (i) Class A Members. The Class A Membership consist of every Owner of a Lot, who shall automatically be a Class A Member. Membership in the Association is mandatory of all Owners of Homes and Sublots within the Property. The Class A Membership is appurtenant to the ownership of each Home and shall not be separable from the ownership of any Home and shall be deemed to have been terminated with any voluntary or involuntary conveyance of any 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 immediately and automatically become a Member of the Association with all rights and responsibilities relative thereto. No Owner, whether one or more persons, shall have more than one membership per Home owned.
 - (ii) Class B Member. The Developer shall be the Class B Member. Upon conveyance of a Lot, the Developer shall cease to be a Class B Member with respect to that Lot, and the grantee thereof shall become a Class A Member.



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- (c) **Voting Rights.** Members shall have only those voting rights in the Association which are set forth below:
 - (i) **Class A Members.** Each Class A Member shall be entitled to exercise one (1) vote for each Home owned by such Class A Member on all matters properly brought before the membership for a vote.
 - (ii) **Class B Member.** The Class B Member shall be entitled to exercise three (3) votes for each Lot owned by the Class B Member on all matters properly brought before the membership for a vote.

- (d) **Election of Trustees and Officers.** The Board of Trustees shall be composed of the Developer (or its designee) and the other Board members. All Board members shall be elected by the Developer so long as the Developer is a Member of the Association. Thereafter, the Board members shall be elected by the 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, shall discharge the duties and obligations of the Association and shall have all of the rights conferred by law, the Articles of Incorporation and the Bylaws of the Association. Board members and Officers need not be Owners or Occupants.

Section 8.3 Purpose and Powers of the Association. The Association has been formed for the specific purpose of providing for the maintenance, preservation and architectural compatibility and harmony of the Prairie Vista subdivision and the Common Areas within the Property, the promotion of the health, safety and welfare of the Owners, the administration and enforcement of this Declaration and such other purposes as are contained in this Declaration or set forth in the Articles of Incorporation and/or the Code of the Association.

Whether or not stated in the Articles or Code, the Association acting solely through its Board is empowered:

- (a) To borrow money from time to time for the purpose of improving the Common Areas and the Detention Pond, and may secure said financing with a mortgage or mortgages upon all or any portion of property owned by the Association in accordance with its Articles and Code and subject to the provisions of this Declaration or by a partial assignment of Assessments.
- (b) To take such steps as are reasonably necessary to protect the Common Areas from foreclosure.
- (c) To convey the Common Areas or a portion thereof, to a successor, provided, however, that any such conveyance shall require the vote of a majority of the Class A Members and the vote of the Class B Member; and provided further that such successor shall agree, in writing, to be bound by the easements, covenants, restrictions and spirit of this Declaration. The Association may not convey any portion of the Common Areas to any Owner.
- (d) To suspend the enjoyment and use rights (but not in roads, accessways and utilities) in the Common Areas of all of the Owners and Occupants (and their



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guests) of any Home or Lot for which an Assessment or Other Charge is delinquent during the period of delinquency; to suspend the use and enjoyment rights (but not in roads, accessways and utilities) in the Common Areas of any Person in violation of any of the Covenants and Restrictions of this Declaration for any period during which said violation exists. If an Occupant of a Home is in violation, the rights of the Owner and all other Occupants of that Home may also be suspended. If an Owner is in violation, the rights of all Occupants and guests of the Owner and the Occupants may also be suspended.

- (e) To enter or authorize its agents, employees and contractors to enter in or upon any part of the Property when necessary in connection with any inspection, maintenance, repair, construction or installation for which the Association is responsible or has a right to inspect, maintain, repair, reconstruct or install. Such entry shall be made with as little inconvenience to the Owner and Occupants thereof as practicable and any damage caused thereby shall be repaired by the Association.
- (f) To grant or obtain or dedicate to public use easements and rights-of-way (i) for access and easements for the construction, extension, installation, maintenance or replacement of utility services and facilities, or (ii) to or from a public utility or governmental authority, and to or from any body or agency which has the power of eminent domain or condemnation over any portion of the Property.
- (g) To enforce the provisions of this Declaration including, without limitation, the right to initiate any litigation for injunctive relief, damages or otherwise, and to foreclose liens created in accordance with this Declaration (including its Bylaws).
- (h) To adopt reasonable Rules with respect to the Common Areas and other matters provided-for in this Declaration.
- (i) To obtain insurance, including without limitation, with regard to the Detention Pond.

ARTICLE IX
RESPONSIBILITIES OF THE ASSOCIATION

Section 9.1 The Association shall have the exclusive duty to perform the following functions:

- (a) Maintenance. The Association shall Maintain the Common Areas and any other property owned by the Association, including without limitation, any storm drainage system and storm water quality pond/wet pond, the Detention Pond regardless of the ownership thereof and any utility lines, cables, pipes, wires, installations, equipment and appurtenances owned by the Association (except for Common Utility Lines) in a clean, safe, neat, healthy and workable condition, and in good repair, and shall promptly make all necessary repairs and replacements, structural and non-structural, ordinary as well as extraordinary, subject only to the provisions of this Declaration.



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- (b) The Association shall provide equipment and supplies necessary for the maintenance and enjoyment of the Common Areas and any other property which the Association is required to maintain from time to time, including the Detention Pond. All work performed by the Association under this Article shall be performed in a good and workmanlike manner.
- (c) In case of damage or destruction to any of the Common Areas or the Detention Pond or the areas appurtenant thereto, the Association shall promptly restore the same 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 the Developer is no longer a Member of the Association and seventy-five percent (75%) of the Board affirmatively vote not to rebuild or restore the damaged Common Areas or Detention Pond, the Common Areas and Detention Pond so damaged need not be replaced. All work performed by the Association under this Section shall be performed in a good and workmanlike manner.
- (d) Mowing and Seeding.
 - (1) Initial Meadow Seeding. Meadow Seeding shall be Ohio Prairie Nursery Wild Bird Mix (Grasses -Nodding Wild Rye, Rough Drop Seed Grass, Little Blue Stem, Side Oats Garama; Wildflowers - Partridge Pea, Purple Coneflower).
 - (2) Initial Seeding of Retention Basin, Swales and Pond Edges. Retention Basin, Swales and Pond edges shall be seeded with Ohio Prairie Retention Basin Mix (Grasses - Big Blue Stem, Switch Grass, Dark Green Bullrush, wool Grass; Wildflowers - Swamp Milkweed, New England Aster, Rattlesnake Master, Spotted Joe Pye, Common Boneset, Saw-tooth Sunflower, Great Blue Lobelia, Blue Vervain, Iron weed, Culver's Root.
 - (3) Site Maintenance. Site maintenance during the first year after planting will involve mowing only if annual weeds reach a height of 8 inches. If necessary, cutting shall be done to a height of 5 inches. Mowing will be with a flail mower. In the spring of the second year the meadow will be mowed once in the spring as soon as weather permits. Since maintenance with fire is not permitted, the meadow will be mowed in the spring only if woody plants are growing; otherwise, the meadow will be allowed to stay in its natural state.

Section 9.2 Liability of the Association. 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 person(s) or loss or damage to property, or any consequential or incidental damage or loss, resulting from any accident or occurrence in or upon a Home, the Common Areas, or any other part of the Property. Said waiver shall include but not be limited to claims resulting from any of the following regardless of whether it shall be the Association's obligation to repair or replace the same:

- (a) fire, wind or other casualty;



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- (b) any defect in or failure of any plumbing, heating, cooling, hot water heating, sprinkler system, electrical wiring or equipment, gas pipes and equipment, water and sewer pipes, stairs, rails or walks;
- (c) broken glass;
- (d) backing-up of any sewer pipe or downspout;
- (e) the bursting, leaking or running over of any tank, sink, water closet, waste pipe, drain or any other pipe or tank in, upon or about any Home, the Common Areas or any other part of the Property;
- (f) the escape of hot water;
- (g) water, snow or ice being upon or coming through the Roof, Exterior Wall, skylight, trap door, foundation, stairs, walks or any other place upon any Home, the Common Areas or any other part of the Property;
- (h) the falling of any fixture, plaster or stucco; and
- (i) any act, omission or negligence of Owners, trespassers, thieves or other Occupants of any part of the Property, or of the owners or occupants of adjacent or contiguous property.

Section 9.3 Taxes and Assessments. The Association shall pay all taxes and assessments levied against the Common Areas and any other property which the Association may own or which are for the use and benefit of the Association, such as the Detention Pond, including without limitation personal property taxes, general real estate taxes and special assessments certified by the applicable public authority. If separate tax bills cannot be obtained from the County Auditor or other taxing authority, and if the County Auditor or other taxing authority refuses to estimate the tax bill with respect to such property, if directed to do so by the Developer, shall, in good faith, determine the amount of taxes and assessments which are attributable to the various properties included within the tax bill(s). The Owners of property covered by the tax bill shall pay the determining party their share immediately upon demand. Any Person whose property is included within the tax bill(s) may dispute such determination. If the dispute is not resolved within ten (10) days after such Owner learns of the determination, the Owner may between the tenth (10th) and the twentieth (20th) day after learning of the determination submit the dispute to arbitration in accordance with the provisions of Article XIII below.

Any Person whose property is included within the tax bill, provided his share of the tax bill is thirty percent (30%) or more of the total tax bill, shall have the right, in his own name or in the name of the Association, to file a complaint against the valuation of the property by appropriate proceedings, provided that any complaint or contest shall not authorize any Person to withhold payment of any tax or assessment as it becomes due. For clarification purposes only, any taxes or assessments on the Detention Pond or the Property on which the Detention Pond is located, shall be the sole cost and expense of the Association.

Section 9.4 Utilities. The Association shall pay all charges 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 other property owned by the Association or used by the Association (in the case of the Detention Pond). All such utility services shall be contracted for, metered and billed by and to the Association.


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Section 9.5 Insurance. The Association shall obtain and keep in full force and effect the following insurance:

- (a) Fire, extended coverage, vandalism and malicious mischief insurance, of the type now generally known as full (or all) risk insurance, insuring (A) all of the Common Areas, the Detention Pond and all other improvements owned by the Association or used by the Association in amounts and with deductibles as reasonably determined by the Board.
- (b) General public liability insurance against claims for bodily injury or death occurring upon, in or about the Common Areas and any other property owned, controlled or maintained by the Association (including, but not limited to the Detention Pond), such insurance to afford protection to the limit of not less than Two Million Dollars (\$2,000,000.00) single limit as respects both bodily injury and death and a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) with respect to property damage. The insurance procured under this subsection (ii) shall name the Developer as an additional insured.

The Association shall review the above levels of insurance coverage at least every five (5) years and increase such coverage levels as may be reasonably necessary to adjust for inflation; and may, but shall not be obligated to, obtain and maintain such additional and other insurance as it deems desirable, including without limitation, directors and officers liability insurance.

Section 9.6 Management. The Association shall provide the management and supervision for the operation of the Common Areas and the Detention Pond. The Association shall establish and maintain such policies, programs and procedures to fully implement this Declaration for the purposes intended and for the benefit of the Members and may (but shall not be required to):

- (a) adopt Rules;
- (b) engage employees and agents, including without limitation attorneys, accountants and consultants, maintenance firms and contractors;
- (c) delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company. Such delegation may be evidenced by a management contract which shall provide for the duties to be performed by the managing agent and for the payment to the managing agent of a reasonable compensation as a Common Cost as defined below. Upon the expiration of each management agreement, the Association may renew said management agreement or enter into a different agreement with the same of a different managing agent, provided that no management agreement or renewal thereof shall be for a period longer than three (3) years. Until such time as the Developer's interest terminates, the Developer, on behalf of the Association, shall have the right, but shall not be obligated to, enter into a management agreement. Said management agreement may be with a Person owned by or associated with the Developer.
- (d) enter or authorize its agents at reasonable times and with reasonable notice (except in emergencies) to enter in or upon any Home at its sole discretion if an Owner or Occupant shall fail to keep or maintain said Home in a clean



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and safe condition as required by this Declaration for the purpose of performing said Owner's obligations for good maintenance and to charge the Owner of each such Home the cost of performing said good maintenance including a charge for overhead and administrative costs. Such charge shall be added to and become part of the Assessment against such Home and shall be a lien upon such Home with the same force and effect as all other liens for Assessments provided in this Declaration.

Section 9.7 Enforcement. The Association shall take all actions reasonably necessary in the circumstances to enforce the Covenants and Restrictions set forth in this Declaration.

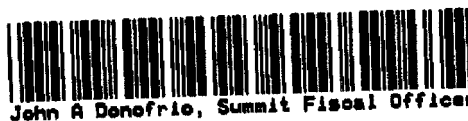
Section 9.8 Architectural Control Committee and Appeal. The Association shall implement the provisions of this Declaration with respect to the ACC after the date that the Developer shall not have the right to appoint the members of the ACC as hereinbefore provided.

Section 9.9 General. The Association shall perform and carry out all other duties and acts reasonably necessary to give effect to and implement the intent of the provisions of this Declaration.

Section 9.10 Upgrading. The Association may continuously attempt to upgrade the Common Areas and the Detention Pond for the good and welfare of all its Members. In so doing, the Association is authorized to expend reasonable sums of money for such purpose and intent, subject to the provisions of this Declaration and reasonable monetary considerations.

ARTICLE X
COMMON COSTS - ASSESSMENTS

Section 10.1 Common Costs. Each Owner (but not the Declarant nor the Developer), 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 an annual Assessment for Common Costs as determined by the Developer or the Board to meet the annual Common Costs of the Association. The annual Assessment shall be the same for each Home, provided, however, that the Declarant or the Developer (but not both) shall be obligated to pay only a one-time contribution of Fifty Dollars (\$50.00) per Home at the time the Association is created or, if later, at the time each Lot is sold by the Developer to a builder. As used in this Declaration, "Common Costs" shall mean, subject to the limitation in Section 10.2 below, all of the costs and expenses incurred by the Association in owning, maintaining, repairing, insuring, landscaping, lighting, replacing, cleaning, painting decorating, preserving, upgrading, administering, managing, operating and leasing the Common Areas, the other property and improvements of the Association, the Detention Pond, and any other property pursuant to this Declaration. In addition, the Board may establish such reasonable reserves as it deems necessary or advisable for funding maintenance, repairs, replacements and capital improvements and replacements, including a general operating reserve and a reserve for capital expenditures. Common Costs shall also



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include such other costs, charges and expenses which the Association determines to be necessary and appropriate within the meaning and spirit of this Declaration, including but not limited to real estate taxes and assessments attributable to the Common Areas, the Detention Pond, even though said Common Areas and Detention Pond, may not yet have been or may never be conveyed by the Developer to the Association. The Developer will be reimbursed by the Association for any such real estate taxes and assessments.

Section 10.2 Operating and Annual Assessments. The Developer or the Board shall prepare or cause the preparation of an annual operating budget for the Association and shall fix the amount of the annual Assessment against each Owner. Written notice of the annual Assessment shall be sent to each Owner. Payment of Assessments may be required on a monthly, quarterly, semi-annual or annual basis. 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 Limited Common Area or by abandonment or waiver of any right to the use and enjoyment of the Common Areas.

Section 10.3 Payment of Common Expenses by the Developer. To the extent Assessments are not sufficient to cover all Common Costs, the Developer shall loan sufficient funds to pay any deficiency on an annual basis, subject to the Developer's right to be reimbursed for these costs.

Section 10.4 Special Assessments. The Board shall have the right to levy special Assessments for construction of additional Common Areas, improvement of the Common Areas, installation, maintenance and improvement of the Detention Pond, and otherwise, following the date the Developer shall no longer be a Member of the Association, provided that said special Assessments are approved by seventy-five percent (75%) of the members of the Board.

The Association and the Developer shall have the right to levy special Assessments against individual Owners and their Homes in the event the Association or the Developer makes any repairs or replacements to their Homes for which reimbursement of such costs and expenses are required to be made by the Owner of such Homes. In addition, the Association or the Developer shall have the rights to levy a special Assessment against an individual Owner and their Home if the Association or the Developer incurs any costs, expenses and/or damages as a result of the failure of any Owner to comply with the Covenants and Restrictions set forth in this Declaration.

Section 10.5 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 or the Developer 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 hereinabove, shall, upon perfection as provided in Section 11.1 below, 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) who have not paid said Assessment. An Owner and any Co-Owner of a Lot or Home shall be personally liable,



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jointly and severally, with all other Co-Owners for all Assessments made by the Association or the Declarant with respect to said Lot or Home.

Section 10.6 Non-liability of Foreclosure Sale Purchaser for Past Due Assessments. Where the holder of a first mortgage of record or its designee acquires an Ownership Interest as a result of foreclosure of the mortgage or of the acceptance of a deed in lieu of foreclosure, or where a purchaser at a foreclosure sale acquires an Ownership Interest, no such mortgagee, designee or purchaser or its successors and assigns, shall be liable for the Assessments levied against the Owner of such Ownership Interest prior to its acquisition of the Ownership Interest by such mortgagee, designee or purchaser or for the payment of any lien on such Ownership Interest prior to such acquisition. Any funds received on the judicial sale of the Ownership Interest in excess of the mortgage lien, the court costs and the real estate taxes and assessments shall, however, be paid over to the Association to apply on all Assessments or liens of the Association owed by the Owner of an Ownership Interest prior to the judicial sale thereof, and such Owner's heirs, executors, administrators, personal representative, successors and assigns, shall be and remain personally and primarily liable, jointly and severally, for the Assessments and liens of the Association accruing against the judicially sold Ownership Interest prior to the date of the judicial sale, as provided in this Article X. Any lien for any such unpaid Assessments shall be extinguished by ant transfer in foreclosure or by any deed in lieu thereof, but any unpaid part of the Assessments or liens of the Association shall be deemed to be Common Costs and shall be assessed and levied against all of the Owners, including the Owner of the Ownership Interest foreclosed or transferred as aforesaid.

Section 10.7 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 right 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 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.

Section 10.8 One-time Capital Contribution by Owners. In addition to any regular or special assessments, at closing, each Owner who purchases a Home from the Developer will make a one-time capital contribution to the Association in the amount of Two Hundred and Fifty Dollars (\$250.00).

ARTICLE XI
LIENS



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Section 11.1 Perfection of Liens. If any Owner shall fail to pay when due an 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 land owned by the Delinquent Person.
- (c) the entire amount charged, including the amount of any delinquency, Other Charges and a reasonable charge for preparation and filing of the Certificate of Lien.
- (d) a statement referring to the provisions of this Declaration and lien authorization.

Section 11.2 Duration of Lien. Said Lien shall remain valid for a period of five (5) years from the time of filing of said Certificate of Lien, unless sooner released or satisfied in the same manner provided by law for the release or satisfaction of mortgages on real property, or discharged by the final judgment or order of a Court in an action brought to discharge such Lien or unless an action for foreclosure shall be commenced with respect to such Lien within said five (5) year period.

Section 11.3 Priority. A lien perfected pursuant to this Article XI 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 mortgages, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association after authorization from the Board. In any such foreclosure action, the Person affected shall be required to pay a reasonable rental for such Ownership Interest during the pendency of such action and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. Any funds received 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.

Section 11.4 Dispute as to Assessment. 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 XVI 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.

Section 11.5 No Waiver Implied. The creation of a lien upon an Ownership Interest owned by a Delinquent Person shall not waive, preclude nor prejudice the Association

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from pursuing any and all other remedies granted to it elsewhere in this Declaration, at law, or in equity.

Section 11.6 Personal Obligations. The obligations created pursuant to this Declaration shall be and remain the personal obligations of the Delinquent Person until fully 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 XII
REMEDIES OF THE ASSOCIATION

Section 12.1 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 (but shall be entitled to use roads, accessways, and utilities) until said Assessment is paid in full.

Section 12.2 The violation of any Rule or the breach of any Covenants and restrictions shall give the Association and the Developer the right, in addition to all other rights herein set forth and those provided by law or in equity to:

- (a) enter upon the Home or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate or 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 the Association and their respective agents shall not be thereby deemed guilty in any manner of trespass;
- (b) enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; and/or
- (c) commence and prosecute an action to recover any damages which may have been sustained by the Association or any of its Members.

Section 12.3 If any Person fails to pay an Assessment when due or upon delinquency in payment of any other costs due under this Declaration, the Developer 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 "liquidate damages" not to exceed fifteen percent (15%) of the amount of the delinquency or One Hundred Dollars (\$100.00), whichever is greater, said amount to be determined by the Board. Said liquidated damages shall be deemed to be in addition to the Other Charges;
- (b) sue and collect from such Person the amount due and payable, together with the Other Charges; and
- (c) foreclose a lien filed in accordance with Article XI of this Declaration in the same manner as provided by the laws of the State of Ohio for foreclosure of real estate mortgages.



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Section 12.4 The Board shall have the power to impose reasonable fines upon Owners and Occupants and to suspend an Owner's and Occupant's right to use the Common Areas for violation by an Owner or Occupant of any duty, covenant or restriction imposed under this Declaration, the Code or Rules, provided, however, nothing herein shall authorize the Association or the Board to limit ingress and egress through roads and accessways or to disrupt the supply of utilities. In the event that any Occupant of a Home violates this Declaration, the Code or Rules and a fine is imposed, the fine shall first be assessed against the Occupant, provided, however, if the fine is not paid by the Occupant within the time period set by the Board, the Owner of the Home occupied by such Occupant shall be liable for payment of the fine upon notice from the Association to the same extent as if the fine were originally imposed upon such Owner. The failure of the Board to enforce any provision of this Declaration, the Code or Rules shall not be deemed a waiver of the right of the Board to do so thereafter.

Section 12.5 Notice. Prior to the imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator (and the Owner of the Home if the violator is an Occupant) with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the Board may be petitioned for a hearing to challenge such sanction, and (iv) a statement that the proposed sanction will be imposed as contained in the notice unless a challenge is begun within the time period set forth in item (iii). If a timely challenge is not made, the sanction stated in the notice shall be imposed.

Section 12.6 Hearing. If a hearing is requested in a timely manner, the hearing shall be held in executive session by the Board or by a committee of Owners designated by the Board for such purpose, affording the Occupant and/or Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Trustee, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

Section 12.7 Appeal. Following a hearing before a committee (but not before the Board), the alleged violator shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the President or Secretary of the Association within ten (10) days after the date the committee's decision is received by the alleged violator.

Section 12.8 Special Assessments. In the event that a fine is not paid by an Owner, the Association shall have the right to levy a special Assessment against such Owner and the Home of such Owner in the same manner that special Assessments may be levied in accordance with Article X of this Declaration.

ARTICLE XIII



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ARBITRATION

In any provision of this Declaration, the Bylaws or the Articles where arbitration is specifically authorized, arbitration shall be undertaken in Cleveland, Ohio, in accordance with the Construction Industry Rules of the American Arbitration Association. The costs of such arbitration shall be paid by the party losing the arbitration or, in the discretion of the arbitrators, the costs may be apportioned between the parties to the arbitration. The decision of the arbitrators shall be binding upon all Persons.

ARTICLE XIV
GENERAL PROVISIONS

Section 14.1 Covenants Run with the Land; Binding Effect. As applicable, all of the easements, covenants and restrictions which are imposed upon, granted and/or reserved in this Declaration constitute easements, covenants and restrictions running with the land and are binding upon every subsequent transferee of all or any part thereof, including without limitation, grantees, tenants and Owners. 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, covenants for himself/herself, and for his/her heirs, personal representatives, successors and assigns, to observe, perform and be bound by the provisions of this Declaration.

Section 14.2 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 and the Village agree, in writing in recordable form, to terminate this Declaration and such writing is filed with the Summit County Recorder.

Section 14.3 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 (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 Co-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. All Co-Owners shall have only one vote per Home on all matters properly brought to a vote of the Owners.

Section 14.4 Notices. Any notices required to be given to any Owner or Occupant 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 the Property or mailed, postage prepaid, to the last known address of such Person or principal place of business, if a corporation. The effective date of such a notice shall be the date said notice is personally delivered, or postmarked, or the date the telegraph company receives the message, as the case may be.



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Notices to the Developer shall be deemed given only when received and must be either hand-delivered or mailed by certified or registered mail, postage prepaid, to:

Neil Brennan
Lifestyle Neighborhoods Co.
10474 Broadview Road
Broadview Hts., OH 44147

With a copy to:

Michael R. Donaldson, Esq.
4330 East Boston Road
Brecksville, OH 44141

Section 14.5 Enforcement - Waiver. Enforcement of the easements, covenants and restrictions may be by any proceeding at law or in equity against any Person(s) violating or attempting to violate any of the Covenants and Restrictions, either to restrain violation or to recover damages against the Person(s) or the Ownership Interest, or to enforce any lien created by the covenants of this Declaration. The failure of the Association or any one permitted by this Declaration to enforce any of the Covenants and Restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 14.6 Construction of the Provisions of this Declaration. The Association or the Developer (or the ACC where specifically authorized to act), shall have the right to construe and interpret the provisions of this Declaration and, in the absence of an adjudication by arbitrators or a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all Persons or property which benefit or which are bound by the provisions hereof. Any conflict between any construction or interpretation of the Association, the Developer or the ACC and that of any Person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Association, the Developer or the ACC, as the case may be. Nothing set forth herein shall deprive any Person from enforcing any of their legal or equitable remedies notwithstanding any contrary interpretation by the Association, the Developer or the ACC.

The Association (and the ACC to the extent specifically provided herein) may adopt and promulgate Rules regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting Rules and in making any findings, determinations, rulings or orders, or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules and regulations, the Association and the ACC shall take into consideration the best interests of the Owners, Tenants and Occupants of the Property to the end that the Property shall be preserved and maintained as a high-quality, residential community.

Section 14.7 Amendments. The terms and conditions of this Declaration may be amended, annulled or waived by an instrument in writing recorded in the public records



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of Summit County, Ohio, in the following manner and subject to the following conditions:

- (a) Subject to Article XV(c) hereof, until such time as the Developer, the Developer's designated successors or assigns, has completed the sale of all Lots in the Property, the Developer shall have the sole right and power of granting waivers to provisions of this Declaration and amending this Declaration provided no such amendment shall materially and adversely affect the value of existing Homes or shall prevent a Home from being used by the Owner in the same manner that said Home was being used prior to the adoption of such amendment. No such amendment or waiver shall be undertaken by another Person without the prior written and recordable consent of the Developer.
- (b) After the sale of all of the Lots in the Property by the Developer, subject to subsections (c) and (d) below, an amendment, annulment or waiver of any provision hereof shall have been approved at duly called and held meetings by not less that seventy percent (70%) of the members of the Board present at meetings at which quorums were present in person or by proxy.
- (c) In addition to the above, the Association shall have the right to amend this Declaration, the Articles of Incorporation and/or the Bylaws without the consent of any Person to correct errors of omission or commission or as required to comply with the reasonable requirements of any institutional lender or purchaser of mortgages in the secondary market, including but not limited to, Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other government agency, public, quasi-public or private entity (e.g. commercial banks, savings and loan associations, insurance companies, pension funds, investment banking firms, mortgage pools, master limited partnerships and real estate investment trusts).
- (d) The Articles of Incorporation and Code of the Association may be amended in the manner so provided in such documents.
- (e) All amendments of this Declaration in compliance with the terms hereof, shall be binding upon all Owners and Occupants of any part of the Property and any Person(s) claiming by or through said Owners or Occupants, including without limitation, all mortgagees and grantees, whether or not such amendments were made before or after a Person became an Owner or Occupant of any part of the Property; and each Owner or Occupant and prospective Owners or Occupants shall be deemed to have knowledge of each such amendment. Any Owner or Occupant or interest Person shall have the right to obtain a copy of the Declaration and all amendments thereto, by writing the Association at 10474 Broadview Road, Broadview Hts., OH 44147. The Association and/or the Developer shall have the right to charge a reasonable sum to cover its expenses in furnishing said Declaration and amendments, not to exceed Twenty-Five Dollars (\$25.00).
- (f) Developer shall obtain the prior written consent of OSP, which consent may be withheld in OSP's sole discretion, with regard to any amendment to this



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Declaration affecting either the Conservation Easement or the Stewardship Assessment.

Section 14.8 Requests for Information by Mortgagees. The Association will make reasonable good faith efforts to supply information requested in writing by any mortgagee, which information may be related to or affect the property upon which the requesting mortgagee has a lien.

Section 14.9 Severability. Invalidity or unenforceability of any provision hereof shall in no way affect the validity or unenforceability of any other provision.

Section 14.10 Attorneys' Fees. In the event of any arbitration or litigation 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 including such costs, expenses and fees incurred on appeals of such arbitration or litigation.

Section 14.11 Interest Rates. After this Declaration has been recorded for five (5) years or more, the Board shall have the right to change any interest rate or late payment charge referred to herein by majority vote, but in no event shall said interest rate or late payment charge exceed the highest interest rate chargeable to individuals under applicable law.

Section 14.12 Rule Against Perpetuities. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common-law rule imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of George W. Bush, President of the United States of America, and Richard Cheney, Vice President of the United States of America.

**ARTICLE XV
POWER EXPRESSLY RESERVED TO THE VILLAGE**

In addition to any other power and authority the Village may have to regulate the Declarant, the Developer, the Association and/or the Prairie Vista subdivision, the Declarant and the Developer, for themselves, the Association and their respective successors and assigns expressly reserve the following powers to the Village:

- (a) The Village may require that any landscape plantings or other features in the Subdivision be modified or removed if the Village determines that the existence of such landscaping or its configuration poses a threat to public safety or interferes with road maintenance, repair, access, snow and ice removal or other matters normally related to public streets. The Association or the Developer, as the case may be, agrees to immediately undertake whatever action the Village may require in this regard.
- (b) In the event the Declarant and/or the Association, as the case may be, fails or neglects, for any reason, to maintain, repair and/or replace any water


John A Deneffrie, Summit Fiscal Officer

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retention basin(s) and appurtenant structures servicing the Subdivision or channels, waterways or drainage facilities associated therewith including the Detention Pond, or any cul-de-sac islands or entry island, then the Village, with or without notice, shall have the right to enter into the water retention basin(s), and the appurtenant areas associated therewith, and perform such necessary maintenance, repairs, and/or replacements. In the event that the Village is required to maintain, repair and/or replace the water retention basin(s) or appurtenances thereto as aforesaid including the Detention Pond, or maintain or replace the landscaping within the aforesaid cul-de-sac islands and any entry island, any and all costs related to such work shall be promptly paid by the Association upon remittance of a bill to said Association by the Village. In the event the Association fails to pay the bill within ten (10) days of submission by the Village, then this amount shall become, upon certification by the Village, a lien placed upon each Sublot on a proportional basis, for the proportionate share of the entire amount advanced by the Village. Prior to the Village performing any work on the water retention basin(s) or appurtenances thereto including the Detention Pond, or the cul-de-sac island or entry island, the Village may give ten (10) days written notice to the Association to perform such maintenance, repair and/or replacement work within such ten (10) day period. There is placed upon the Association a mandatory duty to maintain, repair and/or replace, as may be necessary, the water retention basin(s) and appurtenant structures serving the Subdivision or channels, waterways or drainage facilities associated therewith including the Detention Pond, and to maintain or replace the landscaping within any cul-de-sac or the Entry Island, subject to the approval of the Village Engineer. Notwithstanding anything contained herein to the contrary, the Association shall have no authority to waive or modify any of the restrictions contained in this Paragraph. Notwithstanding anything contained herein to the contrary, the provisions contained in this Paragraph shall remain in force and effect for a period of ninety-nine (99) years from the date of recording and shall automatically renew for like periods of time unless terminated after the initial term hereof, with the express written permission of the Village.

- (c) Anything to the contrary set forth above notwithstanding, in addition to such other requirements as may be set forth herein, this Declaration may be amended only with the express written approval of the Village, which consent will not be unreasonably withheld.
- (d) Nothing contained herein shall in any way modify or affect the rights of the Village to enforce any of its laws, nor shall any provisions contained herein relieve any Owner, the Association, the Developer and/or the Declarant of any obligations they may have to secure the prior written approval of the Village in the furtherance of any rights or obligations provided to them, either jointly or severally, contained in this document as the same may be amended from time to time.

ARTICLE XVI



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OHIO SEX OFFENDERS ACT

No person who is adjudicated to be a sexual predator, a child-victim predator, a habitual sex offender, or a habitual child-victim offender, or who has committed a non-exempt sexually oriented offense and is required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a unit for any length of time, the intention being consistent with the laws of the State of Ohio. Any violation of this restriction shall subject the Owner and/or any occupant of the unit to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Owner or occupant, or anyone visiting any Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction. Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the occupancy of units.

IN WITNESS WHEREOF, this Declaration has been executed as of this 7th day of August, 2006.

THE "DECLARANT"

LIFESTYLE NEIGHBORHOODS CO.,
 an Ohio corporation

By: *[Signature]*
 Sam Petros, President

STATE OF OHIO)
) SS:
 COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named **LIFESTYLE NEIGHBORHOODS CO.,** an Ohio corporation, by Sam Petros, its President, who acknowledged that he executed the within instrument and further acknowledged that he did examine and read the same, that such execution was the free act and deed of said corporation and was his free act and deed both individually and in his capacity as such officer.

IN WITNESS WHEREOF, I have herein set my hand and notarial seal at Broadview Heights, Ohio, this 7th day of August, 2006.

[Signature]
 Notary Public

DARCY M. MacGREGOR
 Notary Public, State of Ohio
 Recorded in Cuyahoga County
 My Commission Expires 6-27-2010