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**AMENDED AND RESTATED
DECLARATION OF COVENANTS
AND RESTRICTIONS

FOR

STONEBRIDGE CREEK SUBDIVISION**

Lorain County, Ohio

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**STONEBRIDGE CREEK SUBDIVISION
AMENDED AND RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made on the 10th day of February, 2003, by STONEBRIDGE VILLAGE OF KJ RESIDENTIAL, LLC, an Ohio limited liability company, hereinafter referred to as "Declarant".

RECITALS

A. The Stonebridge Creek Subdivision Declaration of Covenants and Restrictions dated as of June 1, 2000 (the "Original Declaration") was recorded in the Lorain County Recorder's Office Document 694524, Film No. 1604 by its declarant, CREEK BEND PROPERTIES, L.L.C., an Ohio limited liability company ("Creek Bend").

B. Creek Bend caused (i) Amendment No. 1 (the "Amendment") to the Stonebridge Creek Subdivision Declaration of Covenants and Restrictions to be recorded in the Lorain County Recorder's Office as Instrument No. 2000/0694524 and (ii) Amendment dated November 22, 2000 recorded in 721273 Film No. 1654, the Original Declaration as amended is hereinafter referred to as the "Amended Original Declaration".

C. The land within the Property pursuant to the Amended Original Declaration is set forth on Exhibit A and designated Phase I and Phase 2 on the Site Plan

D. Creek Bend assigned all of its interest as declarant to Declarant.

E. Pursuant to the Declaration Declarant desires to further expand the Subdivision by adding additional land to the Property described on Exhibit A-1 and designated Phase 3 and Phase 4 on the Site Plan (the "Additional Property").

F. In addition, Declarant, as authorized and permitted in the Amended Original Declaration hereby exercises Declarant's right to further amend the Declaration by the making of a "Special Amendment".

G. For ease in reading and understanding the Amended Original Declaration, as modified by this instrument (collectively referred to as the "Declaration"), Declarant has determined to restate the entire Declaration as amended.

Now, therefore, Declarant hereby adds the Additional Property to the provisions of the Declaration and further amends the Declaration as set forth herein, restating the Declaration in its entirety as hereinafter set forth:

DECLARATION

Declarant hereby declares that all of the property described in Exhibit A and Exhibit A-1 shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are intended for the purpose of protecting the value and desirability of the Property. Each of these easements, restrictions, covenants and conditions shall run with the land

constituting the Property. The easements, restrictions, covenants and conditions shall be binding upon all parties having the right, title or interest in the Property, or any part thereof. The easements, restrictions, covenants and conditions shall bind the Owners and Declarant, their heirs, administrators, executors, personal representatives, successors and assigns forever.

ARTICLE I EXHIBITS AND DEFINITIONS

1. The following Exhibits shall be applicable to this Declaration:

EXHIBIT A. Legal Description of the Existing Property.

EXHIBIT A-1. Legal Description of the Additional Property and designated Phase 3 and Phase 4 on the Site Plan.

EXHIBIT B. Site Plan

EXHIBIT C. Conservation Easement.

EXHIBIT D. Bylaws.

EXHIBIT E. Conservation Easement Assessments.

2. The following definitions shall be applicable to this Declaration:

"Additional Property" is described in Exhibit A-1.

"Association" shall mean the STONEBRIDGE CREEK SUBDIVISION HOMEOWNERS' ASSOCIATION, its successors and assigns.

"Board" shall mean the Board of Trustees of the Association.

"City" shall mean Avon, Ohio.

"Common Areas" shall mean the land, other than the Sublots, as shown on the Site Plan set forth in Exhibit B, together with the retention facilities, landscaped areas, picnic areas, children's playgrounds, walking paths, irrigation facilities, utility lines, pipes, wires, conduits and appurtenances serving more than one Residence or the Common Areas, the Conservation Easement Areas under the Conservation Easement, sidewalks and, upon completion, the swimming pool and poolhouse, and other improvements and facilities now or hereafter installed on such land. The Common Areas may now be owned by Declarant, but will be conveyed to the Association prior to the end of the Development Period, as hereinafter set forth.

"Common Expenses" shall mean any expenses and costs incurred by the Association for the operation, maintenance and care of the Common Areas. These may include, but shall not be limited to, landscaping, general repairs, equipment and supply expenses, pool operation costs, management costs, charges made by the City for maintaining the retention areas, overhead and other expenses deemed necessary or appropriate by the Association for the full use and enjoyment of the Common Areas.

"Conservation Easement" shall mean the Grant of Conservation Easement in form substantially as set forth in Exhibit C, including the Conservation Plat attached thereto (the "Conservation Easement"), from the Association to Ohio Stream recorded in Lorain County Records for the preservation and protection of the conservation values of the conservation easement areas described in the Conservation Easement (the "Conservation Easement Area"), in perpetuity and to prevent or remedy subsequent activities or uses that are inconsistent with the terms of such Conservation Easement. The purposes of the Conservation Easement are to preserve, protect and maintain the Conservation Easement Area as scenic, natural, and wooded areas, as habitat for plants, wildlife, and to provide visual access to and view of the Conservation Easement Area in its natural, scenic and open condition. The Owners and the Association agree to comply with the provisions of the Conservation Easement and hereby assume all of the obligations and duties set forth in the Conservation Easement which accrue after the date this Declaration shall be recorded (collectively, the ~~the~~ Conservation Easement Obligations~~s~~). The Association and the Owners further agree to indemnify and save harmless the Declarant, its agents, members, officers and employees, from and against any and all claims, causes of action, liabilities, fines, losses, damages, costs and expenses, including, without limitation attorney and consultant fees, which they or any of them may incur as a result of the failure of the Owners or the Association to comply with the Conservation Easement Obligations. The Association, all Owners and Declarant agree to execute any and all other agreements, amendments, instruments or other writings which any of the foregoing may request to further manifest the provisions of this paragraph and the intentions of the parties in connection herewith.

"Declarant" shall mean the STONEBRIDGE VILLAGE OF KJ RESIDENTIAL, LLC, an Ohio limited liability company, and any successors and assigns designated as the successor Declarant by Declarant in an instrument or affidavit to be recorded in Lorain County Records.

"Development Period" means the period which has commenced and which will end on the earliest of (a) the date that all of the Sublots (including any Sublots on any additional land in future phases of the Subdivision which has not been annexed hereto), (b) December 31, 2013, or (c) the date Declarant shall notify the Association that the Development Period shall have terminated.

"Ohio Stream" means Ohio Stream Preservation Inc., the Owner or the Conservation Easement. an Ohio not for profit corporation, P.O. Box 23835, Chagrin Falls, Ohio 44023-0835.

"Owner" shall mean the record owner or owners of the fee simple title to any Sublot which is part of the Property. It shall not include mortgagees until such time as title is transferred by deed to any respective mortgagee. Each Sublot shall be deemed to have one Owner for voting purposes, regardless of the number of actual owners.

"Person" shall mean a natural person, corporation, partnership, limited partnership, limited liability company, trust and any other legal entity to which the law attributes the capacity of having rights and duties.

"Property" shall mean all of that certain real property described in Exhibit A and Exhibit A-1, and such additional real property in future phases added to the Subdivision with the consent of the City, as may hereafter be brought under the jurisdiction of the Association.

"Residence" shall mean and refer to any house constructed on a Sublot.

"Subdivision" means Stonebridge Creek Village Cluster Subdivision, Avon, Ohio.

"Sublot" shall mean and refer to any plot of land in the Subdivision set aside for residential construction, as shown upon a Subdivision Plats recorded in Lorain County Records.

ARTICLE II THE ASSOCIATION

1. Existence. The Association is a duly constituted non-profit corporation existing under the laws of the State of Ohio. Its Bylaws as of the date of this Declaration is set forth in Exhibit D.

2. Membership and Voting Rights.

(a) Membership. The Declarant and each Owner shall automatically become a Member of the Association. In the case of an Owner other than Declarant such membership shall terminate upon the conveyance of record by such Owner of his or her Sublot, at which time the new Owner shall automatically become a Member of the Association. The Declarant's membership shall terminate at the end of the Development Period.

(b) Classes of Membership. The Membership of the Association is divided into the two following classes:

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

(ii) Class B Member. The Declarant shall be the Class B Member. Upon conveyance of a Sublot to a Class A Member, the Declarant shall cease to be a Class B Member with respect to that Sublot, and the Owner thereof shall be a Class A Member.

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

Every Owner (including Class A and Class B Members) shall be entitled to cast one (1) vote for each Sublot owned by such Owner upon any matter taken up by the Association. This shall apply regardless of any difference in Sublot size or value. Any Owner who owns more than one (1) lot may cast one (1) vote for each such Sublot.

(d) Association Meetings.

(i) The First Annual Meeting (as set forth in the Bylaws) shall be held no later than one (1) month after the end of the Development

Period. Until such time, the Board shall be designated by the Declarant.

- (ii) To take effect, any matter brought before the Association after the end of the Development Period must be approved by a majority of those Owners who are present and voting. On any proposition to sell or acquire land, other than the addition of land to the Property by Declarant, the approval of two-thirds (2/3) of those Owners who are present and voting shall be required. A quorum must be present at the time any vote is taken. Loss of quorum requires immediate adjournment of the meeting.

3. Rights of the Association. The Association shall have the right 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).

Enter or authorize its agents, employees and contractors to enter in or upon any part of the Property (except in a house or other appurtenant building), when necessary in connection with any maintenance, repair or installation for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner and Occupants thereof as reasonable and any damage caused thereby shall be repaired by the Association.

Suspend the voting rights of an Owner during any period that an Assessment remains unpaid for a period of sixty (60) days or more.

Suspend the right of an Owner and Occupant to use the Common Areas, including the swimming pool and related facilities.

ARTICLE III COMMON AREAS

No later than by the end of the Development Period, the Declarant shall convey the Common Areas to the Association free and clear of all liens and encumbrances except easements, covenants, reservations, restrictions, conditions and other matters of record, mortgages of record which have been subordinated to this Declaration, general taxes and special assessments which are a lien but not due and payable at the time of such conveyance, and zoning and other ordinances.

ARTICLE IV EASEMENTS

The Property is hereby made subject to the following easements:

- 1. Easement to Use and Enjoy Common Areas. An easement is hereby granted in favor of each Owner and the Declarant for the use and enjoyment of the Common Areas, subject

to rules and regulations which may be adopted by the Declarant or the Board. The provisions of this easement are subordinate to the Conservation Easement.

2. Easement to Maintain Sales Offices, Models, etc. So long as the initial construction and sale of Residences shall continue on the Property, it shall be expressly permissible for Declarant and those builders and realtors designated by Declarant to maintain and carry on upon portions of the Common Areas or Sublots not containing Residences (other than model homes) such facilities and activities as, in the sole judgment of Declarant, may be required, convenient, or incidental to the construction or sale of Residences, including, but not limited to, administrative/customer services, construction offices/trailers, parking signs, signs, model homes, and sales and resales offices, and the Declarant and its designees and their guests, licensees and invitees shall have an easement for access to such facilities and for use of other facilities as reasonably required.

3. Easements Reserved for Declarant for Benefit of Land Designated by Declarant. Easements for use of Common Areas designated by Declarant, including, without limitation, private roads, walkways and pathways, and common utilities, are hereby reserved by and granted to and in favor of Declarant, its successors and assigns, and their respective agents, employers and contractors, for the benefit of any other Person(s) within or outside of the Property designated from time to time by Declarant.

4. Easement in Favor of City. The City shall have the non-exclusive right and easement to enter upon the Property to inspect, clean and maintain the retention and drainage facilities within the Property. Any costs charged by the City shall be paid for by the Association as a Common Expense.

5. Conservation Easement. The Owners and the Association agree to comply with the provisions of the Conservation Easement and hereby assume all of the obligations and duties set forth in the Conservation Easement which accrue after the date this Declaration shall be recorded (collectively, the ~~the~~ Conservation Easement Obligations~~s~~). The Association and the Owners further agree to indemnify and save harmless the Declarant, its agents, members, officers and employees, from and against any and all claims, causes of action, liabilities, fines, losses, damages, costs and expenses, including, without limitation attorney and consultant fees, which they or any of them may incur as a result of the failure of the Owners or the Association to comply with the Conservation Easement Obligations. The Conservation Easement Areas shall be expanded to include those areas specified on Plats for future phases of the Subdivision upon the recording of such Plat in the Lorain County Records. All provisions regarding the Conservation Easement Areas set forth in the Conservation Easement shall be applicable to those Conservation Easement Areas added as set forth above. The Association, all Owners and Declarant agree to execute any and all other agreements, amendments, instruments or other writings which any of the foregoing may request to further manifest the provisions of this paragraph and the intentions of the parties in connection herewith.

ARTICLE V RESPONSIBILITIES OF THE ASSOCIATION

1. Maintenance. Except as set forth in this Declaration, the Association shall maintain, repair, and replace as necessary the Common Areas, including, without limitation,

trimming tree lawn trees and maintaining street signage. All maintenance, repair and replacement required to be performed by the Association under this Declaration shall be done in a good and workmanlike manner and in accordance with all federal, state and local laws, statutes, ordinances, codes and regulations.

2. Operation of Swimming Pool. The Association shall be responsible for the operation of the swimming pool and the related facilities including the poolhouse.

3. Taxes and Assessments. The Association shall pay prior to delinquency all taxes and assessments, both general and special, levied against the Common Areas or other property owned by the Association.

4. Utilities and Street Lighting Costs. The Association shall pay for all utilities used or consumed in the Common Areas.

5. Insurance. The Association shall:

- (a) obtain commercial general liability insurance with minimum single limits of at least One Million Dollars (\$1,000,000.00) providing coverage for death, bodily injury and damage to property. The Declarant shall be an additional insured during the Development Period.
- (b) obtain fire insurance together with all risk coverage for any appropriate property it may own, including, if insurable, the swimming pool and the poolhouse. Such insurance shall be in the amount of the replacement costs thereof and shall have an Agreed Amount Endorsement if written with co-insurance.
- (c) obtain such director's liability insurance, fidelity insurance, funds, and such other insurance as the Board deems necessary or appropriate.

6. Rules and Regulations. The Board shall adopt such reasonable rules and regulations as it deems necessary or desirable in connection of the operation of the swimming pool and other Common Areas or other functions of the Property operation.

7. Development Period. During the Development Period Declarant shall have the right to pay the Common Expenses directly without charging them to the Association; and the costs and related expenses incurred by Declarant shall be deemed to be Common Expenses which shall be reimbursed to Declarant by the Association through Assessments levied as set forth below.

ARTICLE VI ASSESSMENTS -- LIENS

1. General Assessments. General Assessments made by the Association shall be of uniform amount against all Owners of Sublots in accordance with the provisions of this Declaration and each Owner hereby covenants to pay the Assessments levied in such manner and at such times as provided in this Declaration and the By-Laws.

2. Special Assessments. The Association shall have the right to maintain special assessments to make up for shortfalls in any year as provided in the By-Laws. The Association, after the First Annual Meeting upon approval of two-thirds (2/3) of the Class A Members present and voting at a meeting at which a quorum exists, may establish additional assessments for other purposes. In addition special assessments may be levied at any time by the Board against Owners to recover costs and expenses incurred by the Association in enforcing the provisions of this Declaration with respect to any such Owner.

3. Creation of Lien and Personal Obligation. Each Owner hereby covenants and agrees by acceptance of the deed to a Sublot, whether or not it shall be so expressed in any such deed, to pay to the Association all Assessments levied against such Owner in accordance with this Declaration on or before the due date. If an Owner liable for the payment of an Assessment shall fail to pay the same when due, the Association shall notify said Owner, in writing, of the 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 (a) a late payment fee of not more than Fifty Dollars (\$50.00) (as determined from time to time by the Board), (b) interest thereon at the highest rate permitted to be charged to individuals in Ohio, or ten percent (10%) per annum, whichever is lower, from the date said payment was due until paid, and (c) costs of collection including, without limitation, court costs, and reasonable attorney fees, shall, upon "perfection" as provided in Section 6, become a continuing lien upon the Sublot of such Person with respect to such Sublot and shall bind such Sublot in the hands of the then Owner, his or her heirs, executors, administrators, devisees, personal representatives, successors and assigns. Each co-Owner of a Sublot shall be personally liable, jointly and severally, with all other co-Owners for all Assessments made by the Association with respect to said Sublot.

4. Non-Liability of Foreclosure Sale Purchaser For Past Due Assessments. When an institutional first mortgagee or purchaser at a foreclosure sale of an institutional first mortgage acquires title to a Sublot as a result of foreclosure or acceptance of a deed in lieu of foreclosure, such mortgagee or purchaser, their respective successors and assigns and all future Owners of said Sublot, shall not be liable for the Assessments levied against the Owner of such Sublot prior to acquisition of title to the Sublot except for Assessments specified in a Certificate of Lien which shall have been recorded as set forth below in accordance with this Section prior to the recording of the mortgage. Any funds received on the judicial sale of the Sublot in excess of the mortgage lien, the court costs and the real estate taxes and assessments shall, however, to the extent otherwise permitted under the laws of the State of Ohio next be applied to satisfy the Association's lien for Assessments. The Owner or Owners of a Sublot shall be and remain personally and primarily liable, jointly and severally, for the Assessments accruing against the Sublot prior to the date of the judicial sale, as provided in this Section.

5. Liability for Assessments Upon Voluntary Conveyance. Except as set forth above, the grantee Owner(s) of the Sublot shall be jointly and severally liable with the grantor for the amount of all unpaid Assessments, whether or not a lien has been perfected, without prejudice to the Owner's right to recover from the grantor the amounts paid by the Owner therefor. A mortgagee other than a first institutional mortgagee and a purchaser at a foreclosure sale of a mortgage other than pursuant to a first mortgage to an institutional mortgagee, their respective successors and assigns, a devisee of the Sublot, or the transferee of the Sublot

pursuant to the Statute of Descent and Distribution, shall be deemed to have obtained said Sublot pursuant to a voluntary conveyance for purposes of this Section.

6. Perfection of Lien. If any Owner shall fail to pay when due an Assessment levied in accordance with this Declaration (such Owner hereinafter referred to as the "Delinquent Owner"), the Board may authorize the perfection of a lien on the Sublot of the Delinquent Owner for which Assessments have not been paid by filing for record with the Recorder of Lorain 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 Owner.
- (b) A description of such Owner's Sublot(s) for which Assessments were not paid.
- (c) The entire amount claimed, including the amount of any delinquency, the rate of interest accruing thereon, any late payment fees, and estimated costs of collection.
- (d) A statement referring to the provisions of this Declaration and lien authorization.

7. 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 an action to enforce same has then been commenced or said lien is 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.

8. Priority. Except as may be provided under applicable law, a lien perfected pursuant to this Section shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of a bona fide first mortgage to an institutional lender filed for record before a Certificate of Lien shall have been recorded, 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.

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

10. Records of Delinquent Assessments. The Association shall keep full and correct books of account. Upon ten (10) days notice to the Board and payment of a reasonable fee, any Owner or prospective Owner shall be furnished a statement of his or her account setting forth the amount of any unpaid Assessments or other charges due and owing. Each prospective Owner shall have the right to rely upon such statement; and if no statement is mailed within such ten (10) day period, such prospective Owner shall not be liable for any unpaid Assessments should it become an Owner, except for those which are evidenced by a Certificate of Lien. Each Owner, by accepting a deed for a Sublot, hereby authorizes the Association to disclose to any Person

alleging to be a prospective Owner the amount of unpaid Assessments, if any, owed by such Owner.

ARTICLE VII BUILDING RESTRICTIONS; DESIGN STANDARDS

In addition to all restrictions and standards imposed by the applicable municipal authorities, the following restrictions and standards shall apply to improvements in the Property:

1. Mailbox Holders. Mailbox holders and mailboxes will be specified by the Board. Owners shall pay for and install and replace, if necessary, the mailbox holders and mailboxes as specified by the Board at the locations designated by the Board.

2. Residence Size. Residences at Stonebridge will have the following minimum floor area: one-story Residence – 1,700 sq. ft; one-and-one-half story Residence 1,900 sq. ft; and two-story Residence – 2,000 sq. ft; except that on Sublots which have approximately fifty foot (50') widths, minimum floor shall be: one-story Residence – 1,500 sq. ft.; one-and-one-half story Residence – 1700 sq. ft.; and two-story Residence – 1,900 sq. ft.

3. Garages. Each Residence shall have a two-car garage. No carports shall be permitted. Except for Residences on Sublots which have approximately fifty foot (50') widths, all garages shall be affixed to their Residences.

4. Roofs. All roofs to be a minimum of 6/12 pitch.

5. Driveways. All driveways must be concrete.

6. Lampposts. Each Sublot shall have a postlight in the front yard of the type determined by the Board.

7. Builders. The Declarant shall have the right to designate those Builders who shall have the exclusive right to construct Residences at Stonebridge Creek, which designations may be changed from time to time by the Declarant. Only those persons designated by the Declarant shall have the right to be a Builder and to construct a Residence on the Property.

8. Landscaping. The Board must approve all landscaping plans, and all landscaping must be completed within one hundred twenty (120) days of home being occupied, weather permitting.

9. Fences. Except for temporary front yard fences on model houses and temporary construction fencing and barricades, no permanent fences other than “invisible fences” for pet control are permitted in any area between the rear elevation and the street on which the Residence contains frontage. Rearyard fencing must be approved by the City and the Board.

10. Antennas. Television or other satellite dishes or antennas in excess of eighteen (18) inches in diameter will not be permitted.

11. Signs. No sign or other advertising device of any kind shall be erected within the Property without the prior written consent of the Declarant or the Board. Except for signs

installed by Declarant and approved builders, during the Development Period no "For Sale", "For Rent" or similar signs shall be permitted. The Board and the Declarant shall have the right to erect signs or other advertising devices within the Property as they, in their sole discretion, deem appropriate.

12. Parking - Motor Vehicles. Except in connection with the construction, repair or rebuilding of structure, commercial vehicles (excluding two-axle trucks), tractors, mobile homes, boats, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, and boat trailers shall not be parked or stored on the Property and there shall be no vehicle repair permitted, other than in garages unless permitted by the Board and then only in areas designated by the Board. No un-licensed motor vehicles may be parked anywhere on the Property except within garages.

13. Nuisance. No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. There shall not be maintained any plants, animals, devices or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment or value of the Property.

14. Tents, Trailers and Temporary Structures. Except as may be permitted by the Board or in accordance with good construction practices approved by the Board, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon a Sublot or any part of the Property.

15. Use and Occupancy Restrictions.

- (a) Restrictions on Use of Residences. Except as herein provided with respect to the uses permitted by Declarant and/or its agents or designees, no Residence shall be used for any purpose other than as a private dwelling for the Owner and the Owner's immediate family or by a person and such person's immediate family to whom the Owner shall have leased the Owner's Residence subject to all the provisions of these By-Laws and the Declaration. No Owner or lessee of any Owner shall permit or suffer anything to be done or kept upon the Common Areas or any part thereof or which will obstruct or interfere with the rights of other occupants or annoy them by unreasonable noises or otherwise, nor shall any Owner commit or permit any nuisance or commit or suffer any immoral or illegal act to be committed anywhere in or upon the Common Areas.
- (b) Maintenance of Residences by Grantee. Each Owner shall maintain its Residence in good condition, order and repair at the Owner's expense. Except as permitted herein, no Owner shall install, hang or store any

articles, property or signs on the outside of a Residence or in any yard area. No Owner may paint, decorate or otherwise alter or modify in any way the outside of his Residence, or install outside of his Residence any canopy, awning, covering, radio, antenna, or structure or addition of any kind whatsoever unless permitted in this Declaration or approved by the Board.

16. Conservation Easement.

- (a) The Conservation Easement Areas shall remain in their natural condition. There shall be no alteration of the natural water courses, streams, gorges, marshes or other water bodies or activities or uses detrimental to water purity on the Conservation Easement except as may be necessary and agreed to, in writing, in advance of the activity, by Ohio Stream to prevent or halt soil erosion, soil slippage, and damage from erosion.
- (b) The Conservation Easement Areas shall be managed in a manner consistent with preservation as a natural, scenic, open and wooded area. Each and every other activity or construction that might endanger the natural or scenic state of the Conservation Easement Areas forbidden.
- (c) Except as may be set forth in the Conservation Easement no buildings or other structures, including, but not limited to, billboards or advertising of any kind, camping accommodations, mobile homes, and fences, shall be hereafter erected or placed on the Conservation Easement Areas.
- (d) There shall be no dumping of soil, trash, ashes, garbage, waste, or other unsightly or offensive material, nor any placement of underground storage tanks, on or in the Conservation Easement Areas, and no changing of its topography through the placing of soil or other substance or material such as land fill or dredging spoils.
- (e) There shall be no fillings, excavations, mining, drilling, or other changes in the general topography of the land on the Conservation Easement Areas in any manner. Without limiting the foregoing, there shall be no drilling for oil or gas or similar substances, nor shall the Conservation Easement Areas used as part of any drilling unit for oil and gas production. There shall be no fill, excavation, dredging, mining, drilling or removal of soil, clay, sand, gravel, rock, minerals or other inorganic and natural organic materials.
- (f) There shall be no building of roads, trails, buildings, fences or other structures. No ponds, dams, or any other changes in the general topography shall be made to the Conservation Easement without the prior written permission of Ohio Stream. These changes shall be permitted only if they are intended to enhance the riparian zone or wetland areas.

- (g) There shall be no activities, actions, or uses detrimental or adverse to water conservation, erosion control, soil slippage, and fish and wildlife or habitat preservation on the Conservation Easement Plans.
- (h) There shall be no manipulation or alteration of natural water courses, lake shores, marshes, or other water bodies or activities or uses detrimental to water purity, providing that existing small dams and ponds, if any, may be maintained and repaired
- (i) There shall be no removal or destruction of native growth in the open and wooded areas, use of fertilizers, spraying with biocides, introduction of nonnative animals, grazing of domestic animals or disturbance or change in the natural habitat except in accordance with good husbandry practices and enhancement of wildlife habitats. Except as may be set forth in the Conservation Easement there shall be no removal, destruction, or cutting of trees, shrubs, or other vegetation on the Conservation Easement except as may be necessary for:
- (j) The maintenance of any utilities or facilities that exist as of the date of the recording of the Conservation Easement or installation of utilities is permitted as set forth in the Conservation Easement.
- (k) There shall be no operation of automobiles, trucks, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any recreational motorized vehicles on the Conservation Easement Areas.
- (l) There shall be no hunting or trapping on the Protected Property, except to the extent specifically approved by in advance by Ohio Stream as necessary to keep the animal population within the numbers consistent with the ecological balance of the area.
- (m) No advertising of any kind or nature shall be located on the Conservation Easement Area except for signs marking the boundaries as part of a Conservation Easement in favor of Ohio Stream, and for signs indicating "No Trespassing" and "Motor Vehicles Prohibited." The placement of any such sign must be approved in writing in advance by Ohio Stream.

ARTICLE VIII REVIEW PROCEDURE

The designs of all Residences in the Property shall be subject to approval by the Board. All applications shall be submitted on forms prescribed by the Board and shall include the following:

Preliminary

1. All floor plans at no less than 1/8" scale (1/4" preferred) with overall house dimensions and room dimension indicated.

2. Front and rear elevations of the house at no less than 1/8" scale (1/4" preferred) indicating materials to be used.

Final Review

1. Site plan at a scale no less than 1 "20" indicating placement of house on the lot elevation of the first floor of the house, all paved areas such as walks, terraces, driveways, etc., all existing trees to be saved and removed, existing and proposed grades and locations of utilities from the street to the house.
2. The landscaping plan shall be at the scale no less than 1 "20" for the entire lot area. The plan shall show the location of all fences, walls, gazebos, pergolas, arbors or any other elements not attached to the house or that are an integral part of the design of the house. If landscaping plan is not submitted with house, the plan must be approved prior to starting any landscaping work.

3. Complete working drawings of the Residence including but not limited to the following:

Floor plans at a minimum scale of 1/8"=1' (1/4" preferred) for all floor levels of the house

Elevations of all sides of the house at a minimum scale of 1/8"=1' (1/4" preferred).

One building sections minimum at a scale of 1/4"=1'.

A roof plan at a minimum scale of 1/8"=1' (1/4" preferred) indicating all roof places and the highest point above the first floor elevation of the house.

4. Samples and color/texture selections for all exterior materials including but not limited to the following. Along with colors and samples, submit a complete list of material/product manufacturers.

Roof shingles

Siding material/color/paint/stain

Stucco (color and finish), stone, face brick

Window material and color

Trim color

Front door design and color

Fences and other detached elements – color and materials

Paving color and material

Additional requirements may be imposed at the discretion of the Board.

ARTICLE IX MISCELLANEOUS

1. The By-Laws of the Association are attached hereto and made a part hereof as Exhibit D.
2. The Association shall have the right to enforce, by any proceeding at law or in equity, all restriction, conditions, covenants, reservations, liens and charges now or hereafter imposed under the provisions of this Declaration. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.
3. Invalidation of any one of these restrictions, conditions, covenants or reservations by judgment or court order shall in no way affect any other provisions, all of which shall remain in full force and effect.
4. Declarant shall have the right to expand the Property by adding additional land within the expanded Subdivision to the Property at any time or times within the Development Period. Declarant shall effect such expansion by amending this Declaration to reflect such expansion, and by adding the legal description of the additional property to this Declaration. Upon and after the filing for record of such amendment, the Declaration, as amended, shall be deemed to include all of the property then added.
5. Declarant shall have control of the landscape areas that are contiguous to and a part of the landscape entryways into the Property (whether closed by the Association or not) during the Development Period.

ARTICLE X AMENDMENT OF DECLARATION AND BY-LAWS

1. Amendment by Owners. Except as otherwise provided in this Declaration, this Declaration and the By-Laws may be amended by the Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association. No amendment shall take away any rights specifically granted to the Declarant or a first Mortgagee nor shall an amendment confer any specific duties on the Declarant or a Mortgagee until the written consent to such amendment by the Declarant or a first Mortgagee has been secured, as the case may be. Such consents shall be retained by the Secretary of the Association.
2. Amendment by Declarant. Notwithstanding the foregoing, during the Development Period, Declarant shall have the right and power (and, after the formation of the Association, the Board shall have the right and power) to execute and record a special amendment ("Special Amendment") to this Declaration (and the By-Laws or other exhibits hereto) at any time, and from time to time, which amends this Declaration without the approval or vote of the Owners if the purpose of the amendment is (a) to bring this Declaration and By-Laws or other exhibits hereto into compliance with an applicable provision of the Ohio Revised Code; (b) to bring the Declaration and By-Laws or other exhibits hereto into compliance with the requirements of The Federal National Mortgage Association, The Department of Housing and Urban Development, The Federal Housing Association, The Veterans

Administration or any other governmental or quasi-governmental agency which performs (or may perform in the future) functions similar to those currently performed by such entities; (c) to correct clerical or typographical errors in this Declaration or to clarify any provisions of this Declaration; (d) to correct errors caused by changed conditions; (e) expand the Property as set forth in Paragraph 4 of Article IX, or (f) for any reason as long as the right to use the Common Areas by all Owners shall not be adversely affected. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant and/or to the Board to vote in favor of, make or consent to a Special Amendment on behalf of each Owner and Mortgagee as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, other evidence of obligation or other instrument affecting a Sublot and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the Declarant and/or to the Board to vote in favor or make and record Special Amendments.

3. Rights of Mortgagee. Amendments to the Declaration and By-Laws of a "material" nature must be agreed to by "eligible first mortgage holders" representing at least fifty-one (51%) percent of the votes of Sublots that are subject to mortgages held by eligible first mortgage holders. An eligible first mortgage holder is a holder of a first mortgage on a Sublot who has requested the Association in writing (and has furnished its address to the Association) to notify such holder of any proposed material action that requires consent of a specified percentage of eligible first mortgage holders. A change of any of the foregoing would be considered as material for the foregoing purpose:

- (a) Voting rights;
- (b) Assessments, Assessment liens, or subordination of Assessment liens;
- (c) Reserves for maintenance, repair and replacement of the Common Areas;
- (d) Responsibility for maintenance and repairs;
- (e) Boundaries to any Sublot;
- (f) Insurance or fidelity bonds;
- (g) Imposition of any right of first refusal or similar restrictions on Sublot Owner's right to sell, transfer or otherwise convey his or her Sublot;
- (h) A decision by the Association to establish self-management when professional management has been required previously by an eligible first mortgage holder;
- (i) Establishment of self-management by the Association where professional management has been required by any of the agencies or corporations specified in Article XI, Section 2; or
- (j) Any provisions that expressly benefit mortgage holders, insurers or guarantors.

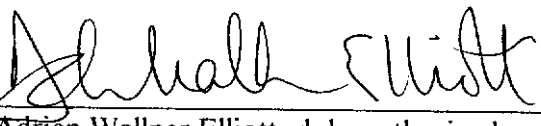
4. Effectiveness of Amendment. An amendment by the Sublot Owners or the Board shall become effective when the amendment (i) is executed with the same formalities as this Declaration; (ii) refers to the volume and page in which this Declaration and all amendments thereto have been recorded; (iii) contains an affidavit of an officer of the Association that a copy of the Amendment was mailed by certified mail or hand delivered or sent by telegram to all first Mortgagees required to be given notice pursuant to Article VIII, Section 2 of this Declaration; and (iv) shall have been filed for record with the recorder of Lorain County, Ohio. The amendment shall further contain a certification by two (2) officers that the amendment has been adopted in accordance with this Declaration.

Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to a right granted to the Declarant herein shall be executed by the Declarant and shall contain the matters set forth in Items (i) and (ii) above. Such amendment shall be effective when filed for record with the Recorder of Lorain County.

IN WITNESS WHEREOF, the Declarant hereto has set its hand on the day and year first above written in counterparts, each of which shall be an original.

STONEBRIDGE VILLAGE OF KJ RESIDENTIAL,
LLC, an Ohio limited liability company

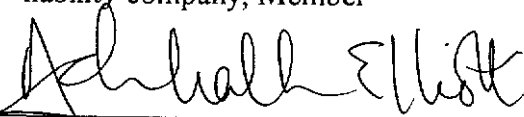
By: KJ Residential Limited, an Ohio limited
liability company, Member

By: 
Adrien Wallner Elliott, duly-authorized
Signatory

The undersigned hereby acknowledges that it has
assigned to Stonebridge Village of KJ Residential
LLC all of its interest as Declarant pursuant to the
foregoing Declaration.

CREEK BEND PROPERTIES, L.L.C.

By: KJ Residential Limited, an Ohio limited
liability company, Member


By: Adrien Wallner Elliott, authorized
signatory

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me the 10th day of Feb., 2003 by Adrien Wallner Elliott, authorized signatory of KJ Residential Limited Member of Creek Bend Properties, L.L.C., and Stonebridge Village of KJ Residential, LLC, Ohio limited liability companies on behalf of the Companies.

Patricia D. Moses
Notary Public

PATRICIA D. MOSES
Notary Public, State of Ohio
My Commission Expires 9/24/06

Execution by Association

The undersigned, Stonebridge Creek Subdivision Homeowners' Association, an Ohio not for profit corporation, hereby executes this Declaration for the sole purpose of submitting the Common Areas owned by it to the provisions of this Declaration. The "Common Areas" are situated in the City of Avon, County of Lorain and State of Ohio and known as being:

(a) All of the Blocks A, B, D and E of Stonebridge Creek Subdivision of a part of original Avon Section No. 10, as shown by the recorded plat in Volume 61, Page 68 and 69 of Lorain County Records, and

(b) All of Blocks F, G, H, I, J, K and M in Stonebridge Creek Subdivision, as shown on recorded plat in Volume _____, Page _____ of Lorain County Records.

STONEBRIDGE CREEK SUBDIVISION
HOMEOWNERS' ASSOCIATION

By: Adrien Wallner Elliott

Adrien Wallner Elliott, President

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me the 10th day of Feb., 2003 by Adrien Wallner Elliott, President of Stonebridge Creek Subdivision Homeowners' Association, an Ohio corporation, on behalf of the corporation.

Patricia D. Moses

PATRICIA D. MOSES
Notary Public, State of Ohio
My Commission Expires: 9/24/06

Notary Public

This instrument Prepared By:

Gary W. Melsher
Jones Day
North Point
901 Lakeside Avenue
Cleveland, OH 44114-1190

EXHIBIT A

LEGAL DESCRIPTION OF EXISTING PROPERTY

Situated in the City of Avon, County of Lorain, and State of Ohio, and known as being Sublots 1 through 33 and Block B of Stonebridge Creek Subdivision, as shown by the recorded Plat in Volume 61 of Maps, Page 68 of Lorain County Records, as appears by said Plat, be the same more or less, but subject to all legal highways.

Situated in the City of Avon, County of Lorain, and State of Ohio, and known as being Sublots 34 through 69 of Stonebridge Creek Subdivision No. 2, as shown by the recorded Plat in Volume 69, Page 28 of Lorain County Records, as appears by said Plat, be the same more or less, but subject to all legal highways.

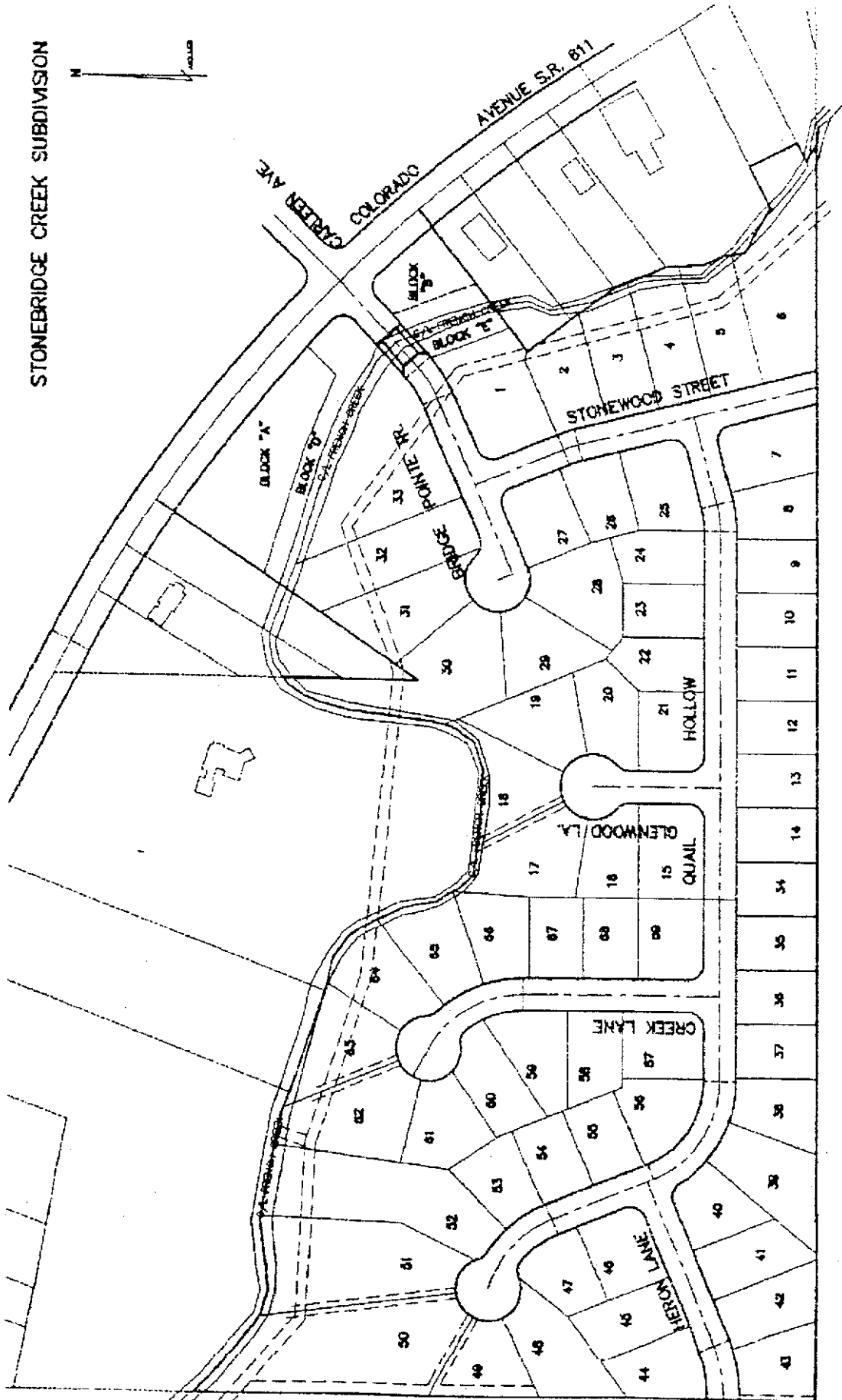
EXHIBIT A-1

LEGAL DESCRIPTION OF THE ADDITIONAL PROPERTY

Situated in the City of Avon, County of Lorain, and State of Ohio, and known as being Sublots 70 through 105 and Blocks F, G, H, I, J, K, and L of Stonebridge Creek Subdivision No. 3, as shown by the recorded Plat in Volume 75 of Maps, Page 5 of Lorain County Records, as appears by said Plat, be the same more or less, but subject to all legal highways.

Situated in the City of Avon, County of Lorain, and State of Ohio, and known as being Sublots 106 and 143 and Blocks M and N of Stonebridge Creek Subdivision No. 4, as shown by the recorded Plat in Volume 75, Page 10 of Lorain County Records, as appears by said Plat, be the same more or less, but subject to all legal highways.

STONEBRIDGE CREEK SUBDIVISION



Stonebridge Creek

STATE ROUTE 370 W/TH VARIES
COLORADO AVENUE
FKA RIDGEVILLE - LORAIN ROAD

INTERSTATE ROUTE 30

ZONED C-2 R-1

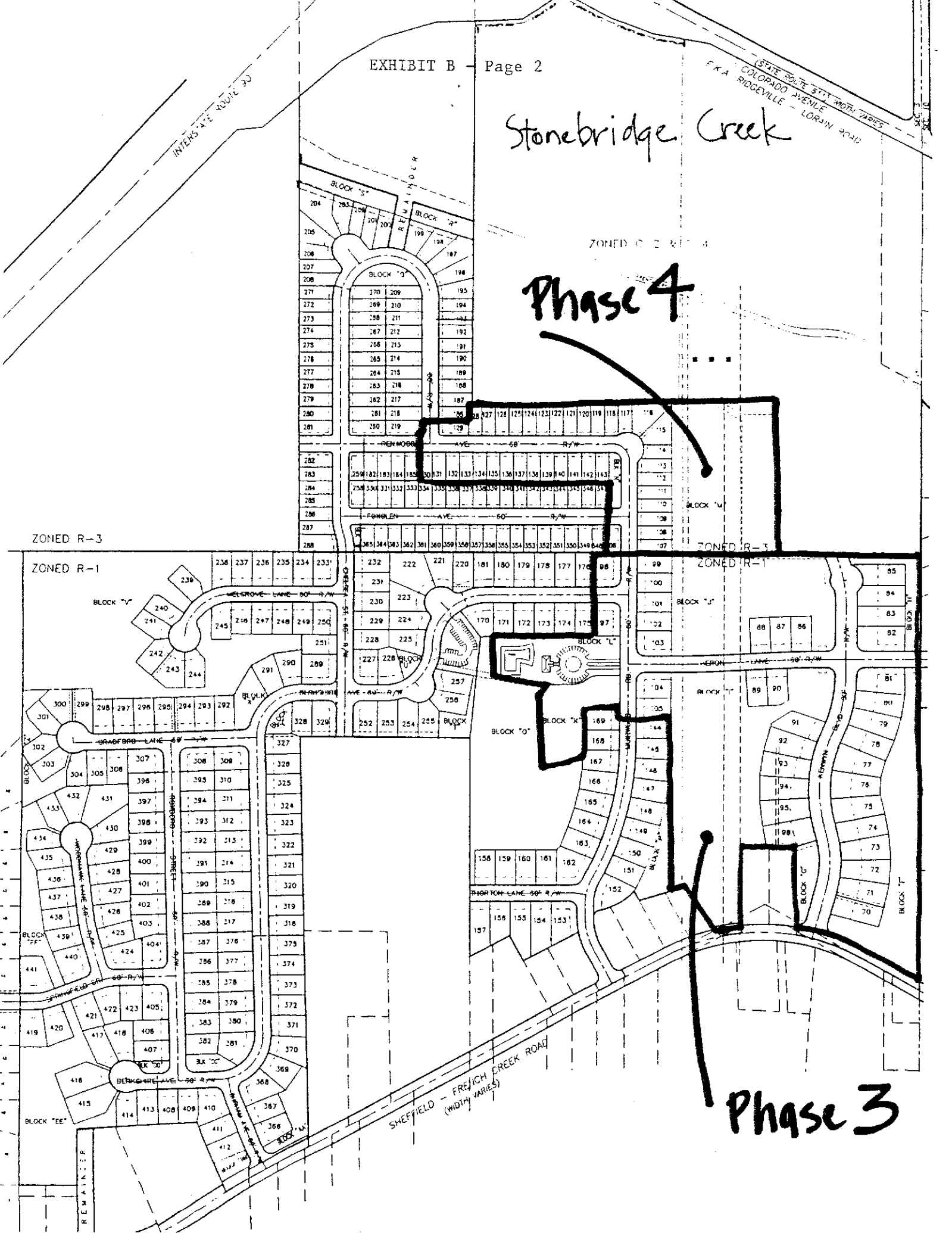
Phase 4

ZONED R-3

ZONED R-1

ZONED R-3

ZONED R-1



Phase 3

EXHIBIT C
CONSERVATION EASEMENT

EXHIBIT D

STONEBRIDGE CREEK SUBDIVISION HOMEOWNERS' ASSOCIATION BY-LAWS

Stonebridge Village of KJ Residential, LLC, an Ohio limited liability company, the Declarant of Stonebridge Creek Property Declaration of Covenants and Restrictions, does hereby adopt and execute this instrument as the by-laws of Stonebridge Creek Property Homeowners' Association as referred to in the Declaration of Covenants and Restrictions of Stonebridge Creek Property.

ARTICLE ONE PURPOSES AND DEFINITIONS

1.01 Purpose. The purpose of the By-Laws shall be to provide for the administration, government and operation of Stonebridge Creek Property Homeowners' Association, the homeowners association established by the Declarant for the government of Stonebridge Creek Property pursuant to the Declaration of Covenants and Restrictions ("Declaration") executed and delivered by Declarant simultaneously with the execution of these By-Laws.

1.02 Limitations. The terms and provisions of these By-Laws shall be subject to the terms and provisions of the Declaration, all conditions, restrictions, and limitations of record referred to in the Declaration, and to all lawful resolutions, regulations and proceedings hereinafter adopted by the Board of Trustees of the Association.

1.03 Definitions. All of the words and terms used in these By-Laws containing initial capital letters shall have the same definition and meaning as set forth in the Declaration..

ARTICLE TWO ASSOCIATION

2.01 Name and Nature of Association. The Association shall be an Ohio corporation not for profit and shall be named Stonebridge Creek Subdivision Homeowners' Association.

2.02 Admission To Membership. Each Owner of a Sublot in the Property shall by virtue of such ownership become and be a Member of the Association, and such Person shall continue to be a Member of the Association so long as such Person retains such Person's ownership in a Sublot in the Property.

2.03 Membership. The Membership of the Association shall consist of all the Owners and Declarant.

2.04 Membership Not Transferable. Membership in the Association shall not be transferable. The membership in the Association of each Owner shall terminate upon the conveyance of the Owner's ownership interest in such Owner's Sublot, accomplished in accordance with the provisions of the Declaration. All rights and privileges of a Member in the Association shall cease on the termination of such membership by the conveyance of such

Member's Sublot, and, thereupon, the membership of such respective Owner in the Association shall automatically transfer to and vest in the succeeding Owner. The Association may, but shall not be required to, issue certificates or other evidence of membership therein.

2.05 Proxies. Members may vote or act in person or by proxy. A person appointed as a proxy need not be a Member of the Association. Designation by a Member or Members of a proxy to vote or act on the designating Member's behalf shall be delivered in writing to the Board of Trustees of the Association and shall be revocable at any time by actual notice to the Board of Trustees by the Member or Members making such designation. Each proxy must be filed with the Secretary prior to the commencement of a meeting, or at the time the proxies are called for.

2.06 Effect of Revocation. Notice to the Board of Trustees or Secretary in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

ARTICLE THREE **MEETING OF MEMBERS**

3.01 First Annual Meeting. The Declarant shall not later than one (1) month after the end of the Development Period state the place and time for the first annual meeting of the Association ("First Annual Meeting"), at which time only those Persons who are Class A Members of the Association shall have the right to vote in connection with all matters required to be taken and acted on at an annual meeting of the Association, including the right to elect members of the Board of Trustees. Before the First Annual Meeting, the Board of Trustees shall consist of the trustees designated in the Articles of Incorporation of the Association and/or any persons designated from time to time prior to the First Annual Meeting by the Declarant.

3.02 Annual Meeting. Beginning with the First Annual Meeting, each annual meeting of the Members of the Association for the election of members of the Board of Trustees, the consideration of reports, and the transaction of such other business as may be properly brought before the meeting, shall be held at the Property or at such other place as designated by the Board of Trustees within Lorain County, Ohio and specified in the notice of such meeting, at 5:00 P.M. or at such other time as may be designated by the Board of Trustees and specified in the notice of meeting, which notice shall be given as provided in Section 3.04 hereof

3.03 Special Meetings. Special meetings of the Members of the Association may be on any business day when called by the President or by the Board of Trustees or after the First Annual Meeting by Members entitled to cast at least twenty percent (20%) of the votes of the Association. Upon request writing delivered either in person or by certified mail or registered mail to the President or the Secretary of the Association by any person or persons entitled to call a meeting of Members, such officer shall forthwith cause to be given to the Members entitled thereto written notice by personal delivery or by mail, of a meeting to be held on a date not less than seven (7) nor more than sixty (60) days after the receipt of such request as such officer may fix. If such notice is not given within thirty (30) days after the delivery or mailing of such request, the Members calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at 5:00 o'clock P.M. and shall be held upon the

Property or at such place and time as shall be specified in the notice of such meeting within Lorain County, Ohio.

3.04 Notices of Meeting. Commencing with the First Annual meeting not less than seven (7) nor more than sixty (60) days before the date fixed for any meeting of the Members of the Association, written notice stating the date, time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by the By-Laws to give such notice. The notice shall be given by personal delivery or by mail to each Member of the Association who is an Owner of record of a Residence as of the day preceding the day on which notice is given. If mailed, the notice shall be addressed to the respective Members at their respective addresses as the same appear on the records of the Association.

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

3.06 Quorum. Except as may be otherwise provided by law or by the Declaration, at any meeting of the Association, the Members entitled to exercise a majority of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting. No action may be authorized or taken by a lesser percentage than required by law, by the Declaration or by these By-Laws.

3.07 Adjournment. The Members entitled to exercise a majority of the voting power represented at a meeting of Members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

3.08 Order of Business. The order of business all meetings of Members shall be as follows:

- (a) Calling of meeting to order;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of Officers;
- (e) Reports of Committees;
- (f) Appointment of Inspectors of Election by Chairman of Meeting;
- (g) Election of Trustees;

- (h) Unfinished and/or old business;
- (i) New Business;
- (j) Adjournment.

The order of business of meetings of members of the Association may be changed by the exercise of a majority of the voting power present at that meeting whether or not such majority of the voting power present at that meeting constitutes a quorum.

3.09 Actions Without a Meeting. All actions, except removal of a member of the Board of Trustees, which may be taken at a meeting of the Association, may be taken without a meeting with the approval of, and in a writing or writings signed by, Members who have the percentage of voting power required to take such action if the same were taken at a meeting. Such writings shall be filed with the Secretary of the Association.

3.10 Voting Rights for Residences; Fractional Voting. The aggregate number of votes for all Owners equal the number of Sublots in the Property. If any Residence is owned by more than one (1) Person, firm, or entity, the voting rights for such Residence shall not be divided but shall be exercised only as a whole, and such voting power may not be divided or fractionalized for voting purposes, but shall be cast only as a whole. The Declarant may exercise the voting rights with respect to any Residence's title to which is in the name of the Declarant.

3.11 Required Percentage. Unless by express statutory provision of the Statutes of the State of Ohio or of the By-Laws or the Declaration, a different vote is required, each question presented at a meeting of Members shall be determined by a majority vote of those present.

3.12 Cumulative Voting. With respect to all elections of the Board of Trustees, commencing with the First Annual Meeting, each Member shall be entitled to cast the Member's vote on a cumulative voting basis.

3.13 Business Entity Vote. The vote of any corporate, partnership, trust Member may be cast on its behalf by any fully authorized officer, partner, member, or beneficiary of such Member.

ARTICLE FOUR

BOARD OF TRUSTEES

4.01 Number - Qualification. The Trustees of the Association shall be, and shall be known and designated as, the Trustees and shall collectively comprise the Board of Trustees of the Association. The Board of Trustees shall consist of no less than three (3) nor more than seven (7) members, except that the number shall not be an even number, and, after the First Annual Meeting, Persons (except as otherwise provided in Section 4.03 hereof), who must be Owners or persons who could be heirs-at-law of Owners under the Ohio Statutes of Descent and Distribution, or in the event a business entity is an Owner, then an officer, partner, member or beneficiary thereof, as the case may be, may be a Trustee.

4.02 Declarant's Board of Trustees. Notwithstanding anything which may be to the contrary in this Declaration until the First Annual Meeting, the Declarant shall designate all of the Trustees of the Board of Trustees, who shall have all of the powers, authorities and duties herein conferred upon and/or delegated to the Board of Trustees.

4.03 Lender's Designation. If at any time, one bank, savings and loan association, insurance company or other lending institution shall hold first mortgages upon more than fifty percent (50%) of the Residences, such lending institution may designate a representative to be an eighth member of the Board of Trustees. Any member of the Board of Trustees who shall be a representative of any lending institution, or designated by Declarant, need not be an Owner or Occupant of a Residence.

4.04 Compensation. Trustees shall receive no compensation for their services except as expressly provided by a resolution of the Members.

4.05 Powers, Authorities and Duties. The Board of Trustees (the term "Board of Trustees" whenever used in these By-Laws shall include and also mean the Boards of Trustees designated by Declarant) shall have the powers, authorities and duties necessary for the administration of the affairs of the Association and shall have all powers, authorities and duties referred to in Chapter 1702 of the Ohio Revised Code and the laws of the State of Ohio, and may do all acts and things provided to be done by the Board of Trustees and any act, deed or thing directed to be exercised, done or omitted by the Members individually. The powers of the Board of Trustees shall include but not be limited to the following:

- (a) To elect the officers of the Association;
- (b) To administer the affairs of the Association;
- (c) To promulgate such rules and regulations concerning the operation and use of the Common Areas as may be consistent with the Declaration and to amend such rules and regulations from time to time;
- (d) To provide for the maintenance, repair and replacement of the Common Areas, and such other property as may be used with the Common Areas for the benefit of the Property;
- (e) To estimate and adopt an annual operating budget and to provide for the assessment and collection from the Owners of their respective shares of the Common Expenses; and
- (f) To provide for the distribution of profits, if any.

4.06 Board Elections. Commencing with the First Annual Meeting, only persons nominated as candidates shall be eligible for election as Trustees and the candidates receiving the greatest number of votes shall be elected. Each Class A Member may vote for as many candidates as there are authorized numbers of to be filled in the Board of Trustees. If there is a vacancy or vacancies in the Board however caused, the remaining Trustees, though less than a majority of the authorized Trustees, may, by the vote of a majority of the authorized number

of Trustees, may, by the vote of a majority of their number, fill any vacancy for the unexpired term; provided, however, that a vacancy in the position of a representative of a lending institution as provided in Section 4.03 hereof, if any, shall be filled by such lending institution.

4.07 Election At First Annual Meeting. At the First Annual Meeting, the term of office of a majority of elected Trustees shall be fixed so that such terms shall expire one (1) year from the date of such First Annual Meeting, and the term of office of the remaining Trustees shall be fixed so that such terms shall expire on the date of the annual meeting two (2) years from the date of the First Annual Meeting. At the expiration of such initial term of office of each respective Trustee, the Trustees shall be elected to serve for a term of two (2) years.

4.08 Resignation. Any Trustee may resign at any time by oral statement to that effect made at a meeting of the Board of Trustees or in a writing to that effect delivered to the Secretary of the Association. Such resignation shall take effect immediately or at such other time as the Trustee may specify.

4.09 Term of Office. Except as specifically provided otherwise herein, after the First Annual Meeting each Trustee shall hold office for a two (2) year term and until the annual meeting of the Members of the Association at which the Trustee's successor is elected, or until the Trustee's earlier resignation, removal from office or death.

4.10 Organizational Meeting. As promptly as is feasible after each annual meeting of the Association commencing with the First Annual Meeting, the newly elected Trustees and those Trustees whose terms continue shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

4.11 Regular Board Meetings. Regular meetings of the Board of Trustees held at such times and places as shall be determined by a majority of the Trustees, but, after the First Annual Meeting, least four (4) such meetings shall be held during each fiscal year of the Association.

4.12 Special Meetings. Special meetings of the Board of Trustees may be held at any time upon call by the President or any two Trustees. Notice of the time and place of each such meeting shall be given to each Trustee either by personal delivery or by mail, telegram, facsimile or telephone at least two (2) days before the meeting, which notice need not specify the purposes of the meeting. Attendance of any Trustee at any such meeting without the Trustee's protest, prior to or at the commencement of such meeting, of the lack of proper notice shall be deemed to be a waiver by such Trustee of notice of such meeting and/or defect therein, and such notice may be waived in writing either before or after the holding of such meeting, by any Trustee, which writing shall be filed with any officer or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at any organizational, regular or special meeting.

4.13 Quorum. A quorum of the Board of Trustees shall consist of a majority of the Trustees present at a meeting duly held, whether or not a majority of the members of the Board of Trustees are present, and such quorum may adjourn such meeting from time to time.

4.14 Adjournment. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

4.15 Acts of Board. At each meeting of the Board of Trustees at which a quorum is present, all questions and business shall be determined by a majority vote of those present, and the act of the majority of such Trustees present is the act of the Board of Trustees, except as may be otherwise expressly provided in the Declaration or in the By-Laws.

4.16 Removal of Trustees. At any regular or special meeting of the Association duly called after the First Annual Meeting, at which a quorum shall be present, any one or more of the Trustees, except the Trustee, if any, acting as a representative of a lending institution, may be removed with or without cause by the vote of Members entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, and a successor or successors to such Trustee or Trustees so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Trustee whose removal has been proposed by the Members of the Association shall be given an opportunity to be heard at such meeting.

4.17 Non-Liability of the Board of Trustees. The members of the Board of Trustees shall not be liable to the Owners or to the Association or its Members for any mistake of judgment or for any acts or omissions made in good faith as such Trustees. The Owners and the Association and its Members shall indemnify and hold harmless each member of the Board of Trustees against all contractual liability to others arising out of contracts made by the Board of Trustees on behalf of the Association or things taken or omitted on behalf of the Association, unless any such contract, act or omission shall have been made in bad faith and contrary to the provisions of the Declaration. The liability of any Owner or Member arising out of the aforesaid indemnity shall be limited to such proportion of the total liability as the Owner's percentage of Sublots owned by such Owner or Member. The Board of Trustees may, as an expense of the Association, acquire director, trustee or officer liability insurance.

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

ARTICLE FIVE

OFFICERS

5.01 Election and Designation of Officers. The Board of Trustees shall elect a President, a Vice President, a Secretary and a Treasurer of the Association, each of whom shall be a member of the Board of Trustees. The Board of Trustees may also appoint one or more Assistant Treasurers and/or one or more Assistant Secretaries and such other officers as in their judgment may be necessary, who are neither members of the Board of Trustees nor Owners. A person may hold more than one office.

5.02 Term of Office. The officers of the Association shall hold office until the next organizational meeting of the Board of Trustees and until their successors are elected, except in case of resignation, removal from office or death.

5.03 Removal. The Board of Trustees may remove any officer at any time with or without cause by a majority vote of the Trustees then in office.

5.04 Vacancy. Any vacancy in any office may be filled by the Board of Trustees.

5.05 President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of Members of the Association and shall preside at all meetings of the Board of Trustees. Subject to the direction of the Board of Trustees, the President shall have general executive supervision over the business and affairs of the Association. The President may execute all authorized contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board of Trustees or otherwise provided for in the Declaration or in the By-Laws. The President shall retain a copy of the Declaration and deliver the same to the President's duly elected successor.

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

5.07 Secretary. The Secretary shall keep the minutes of meetings of the Members of the Association and of the Board of Trustees. The Secretary shall keep such books as may be required by the Board of Trustees, shall give notices of meetings of Members of the Association and of the Board of Trustees required by law or by the By-Laws or otherwise, and shall have such authority and shall perform such other duties as may be determined by the Board of Trustees.

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

5.09 Other Officers. The Assistant Secretaries and Assistant Treasurers, if any, and any other officers whom the Board of Trustees may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board of Trustees.

5.10 Delegation of Authority and Duties. The Board of Trustees is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

ARTICLE SIX

GENERAL POWERS

6.01 Maintenance. Each Owner shall pay Common Expenses and/or Assessments for Common Expenses as provided herein and/or in the Declaration to the Association, for the benefit of all of the Owners. The Association shall place the funds so collected in one or more accounts of the Association. Out of such account(s) the Association shall arrange and pay for the following:

- (a) The cost of water, waste removal, electricity, gas, telephone, heat, power and/or any other necessary utility service for the Common Areas.
- (b) The premiums upon a policy or policies of fire insurance with all risk coverage, as provided in the Declaration, and the amount of which insurance shall be reviewed annually.
- (c) The premiums upon a policy or policies insuring the Association, the Declarant, and members of the Board of Trustees against liability incident to ownership and/or use of the Common Areas, the limits of which policy or policies shall be reviewed annually.
- (d) The premiums upon a policy or policies providing trustees', directors' or Trustees' liability insurance or indemnity insurance should the Board of Trustees elect to acquire the same.
- (e) The premiums on any bonds or other surety requirements which the Board of Trustees determines is appropriate.
- (f) The costs of Worker's Compensation insurance to the extent necessary to comply with any applicable law.
- (g) The fees for services of any person or firm employed by the Association, the services of any person or persons required for the maintenance or operation of the Common Areas, any legal and/or accounting services necessary or proper in the operation of the Property or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association;
- (h) The cost of landscaping, gardening, snow removal, cleaning, maintenance, decorating, repair and replacements of the Common Areas, and such furnishings and equipment for the Common Areas as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Areas.
- (i) The cost of operating, maintaining and repairing the swimming pool and poolhouse, including any personnel employed to supervise pool activities, lifeguards, if the Board determines, in its sole discretion, to utilize lifeguards, cost of water and electricity and such other expenses associated therewith.
- (j) The amounts necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Association constitute a lien against the Property rather than merely against the interests therein of a particular Owner or Owners; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter, and where one or more Owners are responsible for the existence of

such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specially assessed to said Owner or Owners.

- (k) The cost of any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations and insurance that the Association is required to secure and pay for pursuant to the terms of the Declaration or by law for the maintenance and operation of the Property as a first class residential Property or for the enforcement of the terms of the Declaration.

If the Board of Trustees establishes a Capital Replacement Account, then there shall be deposited in that account such amount at such time or times as the Board of Trustees determines is appropriate to establish funds for replacements or major repairs or structural repairs which are not repairs in the ordinary and necessary maintenance and care of the Property. Amounts deposited in the Capital Replacement Account may, by act of the Board be reassigned to the maintenance fund if the Board so determines.

6.02 Capital Additions and Improvements. The Association's powers enumerated herein shall be limited in that the Association shall have no authority to acquire and pay for any capital additions and improvements, other than for purposes of replacing or restoring portions of the Common Areas, subject to all the provisions of the Declaration and the By-Laws, having a total cost in excess of Five Thousand Dollars (\$5,000) or five percent (5%) of the total operating budget of the Association, whichever is greater, nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of, the Common Areas, other than the replacement of structural or capital items requiring an expenditure in excess of Five Thousand Dollars (\$5,000) or five percent (5%) of the total operating budget of the Association, whichever is greater, without, in each case, the prior approval of the Members of the Association entitled to exercise a majority of the voting power of the Association, provided that during the Development Period, Declarant's consent to such expenditure shall be required. If there is sufficient funds in the Capital Replacement Account, then the Board of Trustees, by majority vote of the Board, may make the capital additions and improvements specified herein without the consent and approval of the majority voting power of the Association.

6.03 Rules and Regulations. The Board of Trustees may adopt rules and regulations for the maintenance, conservation and beautification of the Property, the operation of the swimming pool, poolhouse and other improvements, and for the health, comfort, safety and general welfare of the Owners and occupants of the Property. Written copies of such rules and regulations shall be given to all Owners and Occupants, and the Property shall at all times be maintained subject to such rules and regulations. In the event any such rules and regulations shall conflict with any provisions of the Declaration, the provisions of the Declaration shall govern.

6.04 Delegation of Duties. Nothing herein contained shall be construed so as to preclude the Association, through its Board of Trustees and officers, from delegating to persons, firms or corporations of its choice, including any Trustee or affiliate, such duties and responsibilities of the Association as the Board of Trustees shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities. Without limiting the generality of the foregoing, the Board is authorized to employ professional

management for the collection of assessments, budgetary work, operating the Common Areas, including, without limitation, the swimming pool and poolhouse, and any other duties and responsibilities customarily performed by professional management companies. The cost of such professional management shall be a Common Expense.

ARTICLE SEVEN

COMMON EXPENSES AND ASSESSMENTS

7.01 Owner's Obligation to Pay. It shall be the duty of every Owner to pay the Owner's proportionate share of Common Expenses and any and all assessments therefor. Such proportionate share of the Common Expenses shall be in the ratio as the Owner's percentage of ownership of the Sublots. For example and not by way of limitation, if there are thirty-three (33) Sublots in the Property, each Owner's percentage interest otherwise shall be 1/33, or 3.03% if such Owner owns one (1) Sublot. General Assessments shall be paid annually except as may be determined by the Board of Trustees of the Association.

7.02 Preparation of Estimated Budget. Each year on or before December 1st, the Board of Trustees shall estimate the total amount necessary to pay the cost of management fees, wages, materials, insurance, services, supplies and other Common Expenses which will be required during the ensuing calendar year for the rendering of all such services in connection with the Property. On or before December 15th of each year after the First Annual Meeting, the Board of Trustees shall notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Such estimated cash requirements (hereinafter referred to as the "Estimated Cash Requirement") shall be assessed to the Owners according to each Owner's percentage of Ownership of the Sublots. On or before January 1st of the ensuing year, each owner shall be obligated to pay to the Association, or as it may direct, the annual amount determined to be payable as the appropriate amount of the annual General Assessment Fee Common Expenses for that year as well as the amount of any other assessment made pursuant to the terms of the By-Laws and Declaration. On or before the date of the annual meeting in each calendar year after the First Annual Meeting, the Association shall supply to all Owners an itemized accounting of the Common Expenses actually incurred in the preceding calendar year, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures. Any amount accumulated in excess of the amount required for actual expenses and reserves established by the Board of Trustees shall be credited according to each Owner's percentage of ownership of the Sublots to the next installments for Common Expenses due from Owners under the then-current year's estimate and any net shortage including any non-payment of an Owner's General Assessment shall be added according to each Owner's percentage of ownership in the Sublots to the next annual installment. Notwithstanding the foregoing, the Board of Trustees shall have the right to authorize a special assessment if during any annual period it becomes known that there will be a shortfall. Such special assessments shall be for such amount and payable at such times as the Board of Trustees shall determine.

7.03 Reserves. The Association shall have the right (but not the obligation) to build up and maintain a reasonable reserve for contingencies and for major repairs and replacements of the Common Areas and such amount shall be credited to the Capital Replacement Account. Such reserve may be set aside by the Board of Trustees, at the time of the preparation of the annual budget or out of any surplus from the previous year's operation. The amount credited to the

Capital Replacement Account shall not be used for normal operating expenses. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year shall be charged first against the Capital Replacement Account. The Board of Trustees shall have the authority to determine the amount to be credited to the Capital Replacement Account and the period of time within which that amount is to be collected from the Owners, and in no event shall that amount be diminished to pay Common Expenses. Excess funds in the Maintenance Fund, if any, may at any time be permanently transferred to the Capital Replacement Account.

7.04 Budget Prior To First Annual Meeting. Prior to the First Annual Meeting, the Board of Trustees of the Association, as designated by the Declarant shall annually prepare an Estimated Cash Requirement, which will be the basis for determining the amount of the Annual General Assessment for Common Expenses which each Owner shall be obligated to pay.

7.05 Failure to Prepare Annual Budget. The failure or delay of the Association or Board of Trustees to prepare or serve the annual or adjusted estimate on the Owners shall not constitute a waiver or release in any manner of any Owner's obligation to pay General Assessments for the Common Expenses, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, each Owner shall continue to pay the Common Expenses at the existing rate or rates established for the previous period until the Common Expense payment date shall have been determined.

7.06 Books and Records. The Association shall keep full and correct books of account and the same shall open for inspection by any Owner or any representative of any Owner duly authorized in writing, at reasonable times and upon request by an Owner.

7.07 Status of Funds Collected by Association. All General Assessments collected hereunder shall be held and expended solely for the purposes designated herein, and shall be deemed to be held for the use, benefit and account of all of the Owners in proportion to each Owner's percentage ownership in the Sublots.

7.08 Annual Audit. The books of the Association shall be examined once a year by the Board of Trustees, and such examination shall be completed prior to each annual meeting of the Members after the First Annual Meeting, if requested by two (2) members of the Board of Trustees, such examination shall be made by a certified public accountant and may require either a review or audit report, as determined by the Board of Trustees. In addition, and at any time requested by the Owners of more than forty percent (40%) of the Residences after the First Annual Meeting or by the Declarant, the Board of Trustees shall cause an additional audit to be made.

7.09 Remedies for Failure to Pay Assessments. If an Owner is in default in the monthly payment of any Assessments for thirty (30) days, the members of the Board of Trustees may bring suit for and on behalf of themselves, and/or as representatives of all Owners and/or on behalf of the Association, to enforce collection thereof or to foreclose the lien therefor as provided in the Declaration. There shall be added to the amount due the cost of said suit, (a) late payment fees as set forth in the Declaration, (b) interest as set forth in the Declaration, and (c) costs of collection including, without limitation, court costs and reasonable attorneys' fees to be fixed by the court. To the extent permitted by the Declaration, any decision of a court of

competent jurisdiction, or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges, Common Expenses and/or assessments, interest, costs and fees as above provided, shall be a lien and/or charge against the Sublot involved when payable, and may be foreclosed by an action brought in the name of the Association and/or its Board of Trustees as in the case of foreclosure of liens against real estate. The members of the Board of Trustees and their successors in office acting on behalf of the Association and/or the other Owners, shall have the power to bid on the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

7.10 Notice To Mortgagee. Any holder of an encumbrance on a Residence may from time to time request in writing a written statement from the Board of Trustees setting forth the amount of unpaid Common Expenses and/or assessments with respect to the Residence affected by the Owner's encumbrance and said request shall be complied with promptly. Any holder of an encumbrance which is a lien upon a Residence may pay any unpaid Common Expenses and/or assessments payable with respect to such Residence and upon such payment such holder of such encumbrance shall have a lien on such Residence for the amounts so paid with the same priority as the encumbrance held by that lienholder.

ARTICLE EIGHT

GENERAL PROVISIONS

8.01 Declarant's Rights. Declarant has the right to expand the Property to include additional land. Declarant shall have the right to manage and control the Association during the Development Period.

8.02 Service of Notices on the Board. Notices required to be given to the Board of Trustees or to the Association may be delivered to any member of the Board of Trustees or officer of the Association either personally or by mail addressed to such member or officer at such person's residence.

8.03 Service of Notices on Heirs. Notices required to be given to any devisees, heirs-at-law or personal representative of a deceased Owner may be delivered either personally or by mail to such person at his, her or its address appearing on the records of the court wherein the estate of such deceased Owner is being administered.

8.04 Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and By-Laws shall be deemed to be binding on all Owners, their respective successors, heirs and assigns.

8.05 Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

8.06 Enforceability of Covenants. The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the other By-Laws.

8.07 Rule Against Perpetuities. If any of the privileges, covenants or rights established by these By-Laws 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 rules 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.

EXHIBIT E

CONSERVATION EASEMENT ASSESSMENTS

1. Point-of-Sale Stewardship Assessment to Ohio Stream. A Point-of-Sale Stewardship Assessment is attached to each and every Sublot within the Property and shall be paid by the Owner each time the Sublot is sold. The Stewardship Assessment shall be 0.15% (i.e. 0.0015) times the purchase price of the Sublot (including any Residence therein) and paid at the time of title transfer.

The title company and/or escrow agent collecting and distributing funds in each such sale of a Sublot shall collect the Stewardship Assessment from the purchasing Owner and shall distribute such Stewardship Assessment to Ohio Stream from the proceeds at Closing of such transaction. If there is no title company and/or escrow agent collecting and distributing such funds, the purchasing Owner shall pay the Stewardship Assessment to Ohio Stream upon transfer of title of the Sublot.

For example, the Stewardship Assessment on a Sublot with a sales price of \$200,000 would be 0.0015 times \$200,000 or \$300. The Stewardship Assessment on a Sublot (no Residence) with a sales price of \$65,000 would be 0.0015 times \$65,000 or \$97.50.

The Stewardship Assessment shall not be payable by any Owner (i) who is exempt from real property conveyance fees pursuant to the provisions of Section 319.54(F)(3) of the Ohio Revised Code as the same may be supplemented or amended from time-to-time; or (ii) who is an Eligible Mortgage Holder taking title to such Sublot in foreclosure of its security interest in such Sublot.

Payment will be made to Ohio Stream for the express purpose of providing perpetual monitoring of the Conservation Easement Areas, as directed by the recorded Conservation Easement. Ohio Stream and the Association will work together in conjunction to insure ensure the Conservation Easement Area's integrity.

2. Effect of Non-Payment of Assessment. Should any such purchasing Owner fail to pay the Stewardship Assessment when due, the Executive Director of Ohio Stream may provide written notice to such Owner that payment of the Stewardship Assessment is due. If the Stewardship Assessment remains unpaid thirty (30) days after receipt of such notice, the Sublot purchaser shall be deemed in default. The Executive Director of Ohio Stream may declare such unpaid Stewardship Assessment to be a lien upon the Sublot, and may file and perfect the lien upon the Sublot. Owners may not waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of their Sublot or Residence.

A delinquent assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum or the highest amount payable under Ohio Law, whichever is less, and the Association shall have the right to prohibit the use of the Common Areas (including, without limitation, the swimming pool) by Owners who are delinquent in the payment of their Stewardship Assessment. The Association may bring an action at law against purchasing Owner, and upon obtaining a judgment, such judgment shall include interest on the Stewardship Assessment at the rate of eighteen percent (18%) or the highest amount permitted in law,

whichever is less, and reasonable attorney's fees to be fixed by the court, together with the cost of the action.

3. Lien for Delinquent Stewardship Assessment. The lien for Assessments provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any Sublot shall not affect such lien. No sale or transfer shall relieve such Sublot from liability for any Stewardship Assessment thereafter becoming due or from the lien thereof.