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**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND
RESTRICTIONS FOR PHASE III
DEER CREEK RESERVE SUBDIVISION**

MERIDIAN TITLE

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**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND
RESTRICTIONS FOR PHASE III
DEER CREEK RESERVE SUBDIVISION**

THIS DECLARATION (Declaration) is made as of May 14, 1998, by Royal Prestige Company, Inc., as the fee-simple owner of the real estate hereinafter described (referred to as the Declarant).

WITNESSETH:

WHEREAS, Declarant is the owner of real property situated in the Village of Richfield, County of Summit, State of Ohio, and known as "Deer Creek"; and

WHEREAS, the Declarant deems it necessary for the efficient preservation of the values, general welfare of the Lot buyers, acsthetic harmony, and amenities of this development to impose and provide easements, covenants, conditions, and restrictions on the Subdivision land.

NOW, THEREFORE, for the benefit of each and every purchaser of Lots in the Subdivision, and as further consideration for each deed and in conformity with a general plan of development for the Subdivision, each Lot shall be subject to the following easements, covenants, conditions, and restrictions, and each Lot shall be held, sold, and conveyed subject to these easements, covenants, conditions, and restrictions, and which shall be binding upon all subsequent owners thereof, their heirs, executors, administrators, successors and assigns, and which easements, covenants, conditions and restrictions shall run with the Subdivision land.

**ARTICLE I
DEFINITIONS**

Section 1. Additional Land shall mean and refer to additional real property, subject to Declarant's unilateral right of annexation as provided elsewhere in this Declaration, which property is more particularly described in Exhibit "A" attached hereto and incorporated throughout this Declaration by reference.

Section 2. Architcctural Review Board shall mean and refer to a board established and empowered by this Declaration for the preservation of property values and the residential character of the Subdivision. Its functions and powers are set forth in Article VI.

Section 3. Articles shall mean the articles of incorporation filed with the Secretary of State of Ohio incorporating the Deer Creek Reserve Homeowner's Association, Inc. as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from time-to-time.



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Section 4. Assessments shall mean the determination of the share of Common Expenses, expenses associated with the operation, maintenance and ownership of the sewerage facilities, and other charges which shall be payable by each Member.

Section 5. Association shall mean Deer Creek Reserve Homeowners' Association, Inc., its successors and assigns, which shall be an Ohio not-for-profit corporation, to be formed by the Declarant for the purpose of maintaining and administering the open space, recreational facilities, sewerage facilities, easements, covenants, conditions and restrictions set forth in this Declaration. The Association shall be formed at such time as when the first Lot of the Subdivision is sold.

Section 6. Board shall mean the board of trustees of the Association.

Section 7. Book of Resolutions shall mean and refer to the document containing the rules, regulations and policies of the Association as they may be amended.

Section 8. Bylaws shall mean the bylaws of the Association, as the same may be lawfully amended from time-to-time, and which also serve as the Code of Regulations of the Association, pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from time-to-time.

Sections 9. Common Area and Facilities shall mean all open space area's including but not limited to the entrance, and entrance island landscaping, signage and planting areas, all open space areas, cul-de-sac landscape areas, the recreational areas, and the sewerage facilities located on the real estate described on Exhibit "B" attached hereto and made a part hereof by this reference, and which shall be owned and maintained by the Deer Creek Reserve Homeowners Association, Inc. Portions of the open space areas in Phase III will be protected, in perpetuity, by a Grant of Conservation Easement, held by Ohio Stream Preservations, Inc. It is understood that Declarant shall transfer the Common Areas and Facilities in Phases as the project is developed and at such times as Declarant so chooses.

Section 10. Common Expenses shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles. Common Expenses shall also include, but are not limited to, any expenses necessary for maintaining any entry signs to the Subdivision and any open areas, entrance, entrance island or cul-de-sac plantings, operation, maintenance, and ownership of the sewerage facilities and those expenses associated with the recreational area and facilities.

Section 11. Declarant shall mean and refer to Royal Prestige Company, Inc., the fee-simple owner of the Subdivision. The rights specifically reserved to the Declarant under the Declaration, shall accrue to the Declarant, Declarant's successors and assigns, as are designated in writing by Declarant as successors and assigns of such rights. In the event another, other than the first Declarant, comes to stand in the same relation to the Subdivision and/or the Additional Land or any portion thereof as the first Declarant, that Declarant shall hold the same rights and obligations as would then have been held by the first Declarant; moreover, in the event that any lending institution



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of the Declarant would come to stand in the same relation to the Subdivision and/or the Additional Land, or any portion thereof, as a Declarant, then said lending institution shall hold the same rights and obligations as would then have been held by the Declarant.

Section 12. Declaration shall mean and refer to the easements, covenants, conditions and restrictions, and all other provisions herein set forth in this entire document, as they may from time-to-time be amended.

Section 13. Founding Documents shall mean or refer to the Articles, the Declaration and the Bylaws, all as initially drawn by the Declarant, and filed and recorded as the case may be, and all as may be duly amended from time-to-time.

Section 14. Governing Documents shall mean or refer collectively and severally to the Founding Documents, and the Book of Resolutions, as such may be amended from time-to-time.

Section 15. Lot shall mean any subplot shown on the plats of the subdivision, and as may be created on the Additional Land.

Section 16. Majority of Voting Power of the Board shall mean at least fifty-one percent (51%) of all votes of the Board that could be cast at a duly-called Board meeting.

Section 17. Majority of Voting Power of the Members shall mean at least fifty-one percent (51%) of all votes that could be cast at a duly-called meeting.

Section 18. Member shall mean every person or entity who holds membership in the Association.

Section 19. Mortgage shall mean a conventional mortgage.

Section 20. Mortgagee shall mean a holder of a Mortgage.

Section 21. Notice and Hearing shall mean a written notice and a hearing before the Board, at which the Member concerned, shall have an opportunity to be heard in person, or by counsel at the Member's expense, in the manner further provided in the Bylaws.

Section 22. Ohio Stream Preservations, Inc. The non-profit corporation, hereinafter referred to as OSP, whose address is 8535 Lucerne Drive, Chagrin Falls, Ohio, 44023-4605, and who is responsible for the preservation and protection of the Preserve as defined in the Conservation Easement.

Section 23. Owner shall mean the record owner, whether one or more persons or entities, of a fee-simple interest in any Lot during the period of such ownership, and shall include land contract vendors, but shall exclude anyone with an interest merely as security for performance of an obligation. The terms "Owner" shall include Declarant during the period of time that Declarant owns at least one Lot.



Section 24. Plat Restrictions shall mean these restrictions which shall refer to the plat previously recorded in 4/18/02, 2000X in File No. 54688827 of the Summit County, Ohio Record of Plats, and any other plats filed that subdivide the land described on Exhibit "A".

Section 25. Subdivision shall mean any subdivisions created on the real estate described on Exhibit "A" and the Additional Land.

Section 26. Supplementary Declaration shall mean and refer to any declaration filed by Declarant and submitting and subjecting any portion of the Additional Land to the rights and obligations imposed by this Declaration.

ARTICLE II

PROPERTY SUBJECT TO AND ADDITIONS TO THE DECLARATION

Section 1. Property Subject to the Declaration. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to the Declaration, is located in the County of Summit, Village of Richfield, and is more fully described in Exhibit "A" attached hereto.

Section 2. Additions to the Declaration. The Declarant shall have the right to subject to the Declaration, any portion of the real estate described on Exhibit "A", provided not more than fifteen (15) years have elapsed since the filing of this Declaration. The additions authorized hereunder shall be made by filing one or more Supplementary Declarations with respect to that portion of the real estate added.

ARTICLE III

ASSOCIATION

Section 1. Formation and Organization. The Association shall be a non-profit, non-stock corporation organized and existing under the laws of this state, and charged with the duties and vested with the powers prescribed by law, and set forth in the Governing Documents, as such may be amended from time to time, providing no other governing Documents, than this Declaration, shall for any reason be amended or otherwise charged or interpreted so as to be inconsistent with this Declaration. The Association shall be formed by the Declarant not later than such time as title to the first Lot shall have been transferred to a bona fide purchaser for value.

Section 2. Membership.

- (a) Basis. Every lot owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Transfer of a Lot shall automatically transfer membership to the transferee.
- (b) Members Rights and Duties. Members shall have all such rights, and be burdened with such obligations as are set forth in this Declaration, the Articles, Bylaws and Book of Resolutions.



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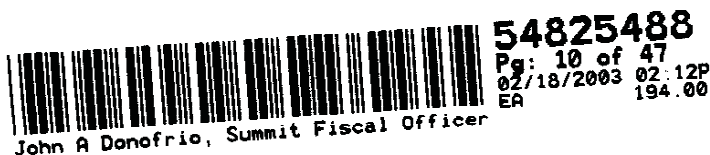
- c) Voting Rights. The voting rights of the Association shall be divided into two classes, and shall be entitled to the voting rights hereinafter (and in the Articles) set forth with respect to such classifications. The two classes of voting membership shall be, Class A and Class B, and shall possess the following rights:
- 1) Class A Members shall be all Lot Owners, with the exception of the Declarant. Class A Members shall be entitled to one (1) vote for each Lot owned.
 - 2) Class B Member shall be the Declarant. The Class B Members shall originally be entitled to twenty (20) votes for each Lot owned provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:
 - i) January 1, 2020; or
 - ii) when, in its sole discretion, the Declarant so determines. (normally when Declarant has 98% of the lots transferred)

From and after the happening of those events, whichever occurs earlier, the Class B members shall be deemed to be Class A Members entitled to one (1) vote for each Lot to which they hold title. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

Section 3. Voting. Unless a greater percentage is required by this Declaration or by the Articles or Bylaws, all decisions requiring a vote of the Members shall be determined by a Majority of the Voting Power of all Members.

Section 4. Notice of Meeting. Written notice of any meeting called for the purpose of taking any action requiring a vote of the Members shall be sent to all Members not less than seven (7) days and not more than sixty (60) days in advance of such meeting.

Section 5. Lot 120. Notwithstanding anything to the contrary contained in this Declaration, the Owner of Lot 120 may withdraw from Association membership at any time. So long as the Owner of Lot 120 remains a Member, it shall be granted privileges to use the Common Areas and Facilities equal to every other Member; however, no other provisions of this Declaration (including payment of dues, fees, and assessments as described in Articles V and IX, lot use restrictions as described in Article VI, repurchase rights as described in Article VII, or architectural review as described in Article VIII) shall apply to Lot 120 or the Owner of Lot 120.



ARTICLE IV

BOARD OF TRUSTEES

The Board of Trustees shall have the sole and absolute authority for the purpose of governing and controlling the day-to-day business and affairs of the Association and for doing and performing any and all acts necessary thereto; provided, however, that the Board of Trustees shall have the right to elect officers of the Association (as provided in the Articles and the Bylaws) and delegate the obligation to perform any of its duties to those officers, except where the Documents specifically provide that such performance is a nondelegable obligation. The Board of Trustees shall have the sole, exclusive and nondelegable power and authority to do the following.

Section 1. Borrow. The Board of Trustees shall have the power to borrow money from time to time for the purpose of improving the Common Areas and Common Facilities and to secure the repayment of any such borrowing by giving a mortgage or mortgages upon all or any portion of said Common Areas and Common Facilities. Any such loans shall be on such terms and conditions and evidenced by such documents as the Board of Trustees shall deem reasonable and appropriate.

Section 2. Levy Assessments. The Board of Trustees shall have the right to levy the Assessments referred to in Section 7 below and, further, to treat any and all expenditures necessary for the enhancement or improvement of the Common Areas and Common Facilities as Assessments.

Section 3. Suspend Enjoyment. The Board of Trustees shall have the power to suspend the right of any User to enjoy and use the Common Areas and Common Facilities for any period of time during which an Assessment levied against the Sublot of which such User is the Owner, a member of the Owner's family, or a guest or invitee of such Owner, is delinquent. The Board of Trustees shall also have the right to suspend the right of a User to enjoy and use any Common Areas and Common Facilities for a period of up to three (3) months, if such User repeatedly commits an infraction of published Rules and Regulations governing the use and enjoyment of Common Areas and Common Facilities.

Section 4. Charge Fees. The Board of Trustees shall have the right to charge a reasonable admission or use fee for the enjoyment and use of the Recreational Areas and Facilities by Users who are not Owners or immediate family members of Owners who claim the Owner's Residence as their residence. This is particularly applicable in charging fees for Owners in contiguous areas to the Subdivision who by contract, license or easement have the right to use the recreational areas and facilities owned by the Association; which Users shall be charged no less than the portion of an Owner's Assessment which is attributed for the Recreational Area.

Section 5. Restrict Use. The Board of Trustees shall have the right to place reasonable limitations upon the number of Users who may enjoy and use the Common Areas and Common Facilities at any one time and also the right to place reasonable restrictions on the length of time during which any one User or group of Users may use any one Common Area or Common Facility. Further, the Trustees can also place reasonable restrictions upon the hours during which the Common Areas and Common Facilities may be used by any User.



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Section 6. Convey Property. The Board of Trustees shall have the right to convey the Common Areas and/or Common Facilities to a successor: provided, however, that any such successor shall agree, in writing, to be bound by the Deer Creek Reserve Homeowner Association Documents and such transfer shall be approved by the Village of Richfield.

Section 7. Grant Easements. The Board of Trustees shall have the right to grant such easements and/or rights-of-way for the purpose of constructing any Common Facilities upon the Common Areas or for the purpose of constructing, extending, installing, or maintaining any utility services or facilities over, on, or under the Common Areas.

Section 8. Other Powers. The Board of Trustees shall have the further right and power to do and perform any and all acts, things, improvements and repairs which may be necessary and proper for the enhancement, management, preservation and protection of the Association and the Subdivision.

ARTICLE V **COVENANTS FOR ASSESSMENTS**

Section 1. Obligation of Assessments. Each Class A Member, by acceptance of a deed for his Lot, is deemed to covenant and agree to pay to the Association, such Assessments to be fixed, established and collected from time to time as hereinafter provided. The Assessments shall be a charge on and a continuing lien on each Lot of the Owner responsible for the payment of such Assessment. Each such Assessment shall also be the personal obligation of the person or persons who owned the Lot at the time the Assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them. Owner hereby agrees to pay any delinquent assessment on his lot prior to transferring their lot to a subsequent buyer.

Section 2. Purpose. The Assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents and Owners in the Subdivision, and for the improvement, maintenance, repair, and replacement of the Common Areas, the Recreational Areas and the Sewerage Facilities, (Facilities) and for purposes incidental or related thereto. Owner shall pay any delinquent assessments on their lot prior to transferring their lot to a subsequent purchaser.

Section 3. Initial Common Area Assessment.

- (a) Unless the initial Assessment fee is increased or decreased pursuant to paragraph (b) of this Section 3, the initial Assessment fee with respect to any Lot owned by a Class A member, shall be Two Hundred Fifty Dollars (\$250) per Lot per year. All Assessment fees are fixed at a uniform rate for all Lots.
- (b) The initial Assessment fee may be increased or decreased only by the affirmative vote of a Majority of the Voting Members of the Board.



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Section 4. Commencement and Method of Assessment. Assessment fees shall commence upon transfer of title to that Lot, prorated on the calendar year basis, starting on the date of transfer. The initial Assessment for the sewerage facility shall be a flat rate and all other initial assessments shall be adjusted according to the number of days remaining in the calendar year, and such Assessments shall thereafter be on a full calendar-year basis. The Board shall fix the amount of subsequent Assessments at least thirty (30) days in advance of each annual Assessment period. The due date for such Assessment shall be established by the Board.

Each Member shall pay his Assessment in one annual payment commencing on the date designated by the Board. Separate due dates may be established by the Board for partial annual Assessments and special Assessments, as long as made thirty (30) days in advance thereof. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the Assessments payable with respect to a specific Lot, have been paid.

Section 5. Point-of-Sale Stewardship Assessment to Ohio Stream Preservation. Each selling Owner Lot or Dwelling Unit shall pay a point-of-sale stewardship assessment to Ohio Stream Preservation, Inc. at the time of the sale of such Lot or Dwelling Unit (the "Stewardship Assessment"). The Stewardship Assessment shall be in the amount of 0.12% of (i.e. 0.0012 times) the sales price of such Lot or Living Unit (for example, the Stewardship Assessment on a Living Unit with a sales price of \$400,000 would be 0.0012 times \$400,000 or \$480). The Stewardship Assessment shall be payable by the seller (grantor) of each Lot or Dwelling Unit at the time of transfer of title to each such Lot or Dwelling Unit, however the Stewardship Assessment shall not be payable when any such buyer (grantee) (i) is Prestige Homes, Inc., or an Affiliate of Prestige Homes, Inc., or (ii) 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 (iii) is an Eligible Mortgage Holder taking title to such Lot or Dwelling Unit in foreclosure of its security interest in such Lot or Dwelling Unit.

The title company and/or escrow agent collecting and distributing funds in each such sale of a Lot or Dwelling Unit shall collect the Stewardship Assessment from the transferor Owner and shall distribute such Stewardship Assessment to OSP from the proceeds at closing of such transaction. If there is no title company and/or escrow agent collecting and distributing such funds, the transferor Owner shall pay the Stewardship Assessment to OSP upon transferring title of a Lot or Dwelling Unit. Should any such transferor Owner fail to pay the Stewardship Assessment when due, the executive director of OSP may provide written notice to such transferor Owner that payment of the Stewardship Assessment is due OSP, and should the transferor Owner fail to pay the Stewardship Assessment to OSP within thirty (30) after receipt of such notice, the Executive Director of OSP may declare such unpaid Stewardship Assessment to be a lien upon the transferee Owner's Lot or Dwelling Unit equivalent to the lien created by **New Section 5** herein and subject to **Section 7** herein, and the transferee Owner shall be a Delinquent Owner as defined in **Section 7** herein, and the executive director of OSP may file and perfect such lien pursuant to the provisions herein.



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Section 6. Special Assessments for Lots Comprising Part of a Pond. Some of the ponds in the Subdivision are owned by Lot Owners and other parts of the ponds are part of the Common Areas and Facilities. Those Lot Owners whose Lots comprise part of a pond hereby covenant and agree to pay to the Association such special assessment as The Association deems proper for the maintenance and care of the ponds comprising a part of such Pond Owner's Lot. This special assessment shall be equally proportioned among all Lot Owners whose Lots comprise a part of a pond for which a special assessment is assessed. No Lot Owner may be charged a special assessment under this section where a pond does not exist on part of Owner's Lot.

Section 7. Effect of Non-Payment of Assessment. Any Assessment not paid within thirty (30) days after the due date shall be deemed in default. Members may not waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas and Facilities or abandonment of their Lot. A delinquent assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum, and the Association shall have the right to prohibit the use of the Common Areas and Recreational Facilities by Members who are delinquent in the payment of their Assessments. The Association may bring an action at law against the Member, and upon obtaining a judgment, such judgment shall include interest on the Assessment at the rate of 18% and reasonable attorney's fees to be fixed by the court, together with the cost of the action.

Section 8. Lien for Delinquent Assessment. The lien for Assessment fees provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect such lien. No sale or transfer shall relieve such selling Owner from liability for any Assessment thereafter becoming due or from the lien thereof.

ARTICLE VI RESTRICTIONS ON USE OF LOTS

Section 1. Single-Family Residence. Each Single Family Lot shall be used solely and exclusively for single-family private residence purposes, and not more than one, single-family, detached, private dwelling house shall be erected thereon.

Section 2. Non-Business Use. No business of any kind shall be conducted on any Lot, with the exception of the business of Declarant in developing the Lots.

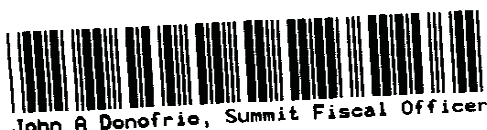
Section 3. Grading, Construction, and Plan Submission.

- (a) Grading, and Construction Plans. No grading or landscaping shall be performed on any Lot, nor shall any building or structure, nor any addition thereto, nor any alteration thereof be erected, reconstructed, placed or suffered to remain upon any Lot unless and until two (2) copies (one of which will be permanently retained by the Architectural Review Board) of plans and specifications therefore showing in such detail as the Architectural Review Board may request, the size, location, type, use, the materials of construction, the color scheme, the grading plan of the Lot (including the grade elevations of said building) and such other information as the Architectural Review Board shall request. The aforementioned has to be furnished to and approved

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in writing by the Architectural Review Board. The Architectural Review Board reserves the right to reject all such plans and specifications as aforesaid for any reasonable ground, including, but not limited to aesthetic reasons, as set forth in Article VII.

- b) Submission of Plans. All plans submitted shall be drawn to 1/4" or 1/8" scale and include floor plans for all levels and four exterior elevations. Elevations shall call out materials and colors specified. Each set of plans shall include a site plan drawn to scale showing all streets, grades, drives, set backs, lot number, street number, scale, and north arrow. The Architectural Review Board's approval of such plans and specifications shall not be withheld if the same comply with the requirements of this Declaration and with the general plans for the Subdivision. The Architectural Review Board shall act on all plans submitted within ten (10) days after submission by the Owner.
- c) Construction. No construction shall be performed on any Lot except by builders who have first been approved by the Architectural Review Board in writing, it being the intent of the Architectural Review Board to maintain the quality of homes in the subdivision by permitting construction only by contractors who have, in the Architectural Review Board's judgment, the ability and experience to build fine quality, custom homes in accordance with the Architectural Review Board's general plan for the Subdivision.
- d) Compliance with Plans. All construction and grading shall be performed in accordance with such approved plans, and no building or structure nor any addition thereto nor alteration thereof shall be created, constructed or permitted to remain unless the same is in accordance with such approved plans and specifications.

Section 4. Noxious or Offensive Activity. No noxious or offensive activity shall be conducted or permitted on any Lot, and no Lot shall be used in any way or for any purpose which may endanger the health of, or unreasonably disturb the occupants of an adjoining Lot.

Section 5. Division of Lot. No Lot shall be further divided, nor shall any portion less than the whole Lot be conveyed, either voluntarily or involuntarily. So long as Declarant shall own a Lot, changes in the boundary between adjoining Lots may be made only with the prior written approval of the Declarant.

Section 6. Trailer, Tent, Etc. No trailer, tent, shack, garage, barn or other outbuilding be permitted on any Lot nor shall at any time be used as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted.

Section 7. Building and Structure Requirements. Any building or structure erected or maintained upon any Lot shall comply with the following requirements:



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- a) Living Area. The living area of any dwelling shall not be less than 2,600 square feet for a one-story dwelling or 3,000 square feet for a two-story dwelling in Lots #78 through 110 and 3,200 square feet for a one-story dwelling or 4,000 square feet for a two-story dwelling in Lots #111 through 119. As used herein, the term "living area" shall not include garages, attics, basements, breezeways, porches, patios, nor areas where less than 50% of the exterior walls are exposed, or any enclosed area not heated for year round living.
- b) Computation of Living Area. The living area of any residence buildings shall be computed on the outside foundation of the first floor, and the exterior dimensions of the second floor. In the case of a cape cod, the second floor area shall be computed from the outside dimensions on the knee walls.

Section 8. Exposed Masonry Materials. All exposed foundation surfaces shall be constructed of brick, stone. Cement or concrete block, or poured concrete are not permissible exposed materials. Brick or stone exterior treatment shall be harmonious with the complete architectural design of the house.

Section 9. Clothes Drying. No outdoor clothes drying area shall be allowed.

Section 10. Unsightly Growth of Objects. No unsightly growth shall be permitted to grow or remain upon any Lot and no refuse, pipe, or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. However, the natural wooded and ground cover conditions of portions of the Lot may remain provided that they are aesthetically pleasing to the appearance of the Subdivision. In the event that any Owner shall fail or refuse to keep his Lot free from unsightly growths or objects, Declarant and/or the Association shall have the right upon ten (10) days written notice to the offending Owner to remove the same at the expense of the Owner. Entrance onto such Owner's Lot for such purpose shall not be deemed a trespass.

Section 11. Garages. All houses shall have at a minimum, a 3 car attached garage with a minimum dimension of 28' x 22'. All garages shall be affixed to their respective house.

Section 12. Building Location. No building may be erected on any Lot or part thereof closer to the front property line than shown on the record plat by the designated building line. The Architectural Review Board may reduce the front setback line if topography or Lot configuration or structures on adjoining Lots or the location of existing trees make it impractical to conform to the building setback line.

Section 13. Roof Slopes. The pitch of the main body of the home shall not be less than 8/12 unless approved otherwise by the Architectural Review Board.

Section 14. Aluminum and Vinyl Siding. Aluminum or vinyl siding soffits and fascia may be used when approved by Architectural Review Board.



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Section 15. Exposed Chimney Flues. Wood burning fireplace chimney flues shall be constructed or veneered with either brick or stone. A gas fireplace appliance flue (maximum 6 inches) may be allowed behind a main ridge line.

Section 16. Exterior Colors and Materials. All exterior materials and colors, including brick, siding, shutters, trim, roofing, etc. must be approved by the Architectural Review Board.

Section 17. Driveways. All driveways are required to be paved with concrete within 12 months after construction has started on the residence.

Section 18. Landscaping. Owners will have their Lot landscaped within six (6) months after the Owner has taken possession of their home, except homes occupied between May 1 and October 1, in which case the landscaping shall take place within sixty (60) days after occupancy.

Section 19. Lawns. Lawns shall be kept properly trimmed at all times. No grains of the ordinary garden or field variety shall be grown on any Lot, and no weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any Lot. Any lot purchased shall be mowed and maintained starting 30 days after the lot has closed.

Section 20. Animals. No cattle, swine, goats, fowl, or other exotic animals shall be kept or harbored on any Lot. The animals permitted, dogs and cats, shall be confined within the building setback lines upon the Lot of the Owner. No more than two dogs and/or two cats shall be kept per house. Buildings used to harbor the animals permitted shall be kept in such sanitary conditions as not to be offensive to neighboring homeowners. There shall be no commercial or vocational animal husbandry permitted on any Lot.

Section 21. Fences. No fence shall be approved for installation unless a detailed drawing of type and location of proposed fence is submitted to the Architectural Review Board and a written consent for such fence is given. No fence or wall of any kind or for any purpose shall be erected, placed or suffered to remain on any Lot nearer to the street or highway upon which the Lot faces or abuts than the front building line of the residence, unless approved by the Architectural Review Board. The Architectural Review Board shall be predisposed toward not approving fences unless said fence is enclosing a swimming pool or is for decorative purposes only. Absolutely no barbed wire, chain link or cyclone fences shall be permitted on any Lot.

Section 22. Pools. No above ground swimming pools shall be allowed on any Lot. Ground level swimming pools must be approved by the Architectural Review Board and must be enclosed by a fence.

Section 23. Substantial Duplication of Home Design. Substantial duplication of existing or planned (submitted and approved plans) homes within one lot to the right or the left of the house in question or three lots directly across the street from the house in question will not be allowed. The determination of "Substantial Duplication" will be made solely at the discretion of the Architectural Review Board.



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Section 24. Height. No building more than 3 stories in height shall be erected, placed, or suffered to remain on any lot.

Section 25. Recreational Vehicles. No recreational vehicles, boats, busses, unlicensed cars, snowmobiles, trailers of any kind, trucks or any other vehicle not fitting in a standard size attached garage (as described in Section 12 of this article) may be parked on any portion of a Lot longer than 48 hours. Commercial vehicles are permitted during the period of time that they are necessary to perform specific duties and under no circumstances can be kept overnight by any owner.

Section 26. Satellite Dishes. No satellite dishes, radio towers, television antennas, or earth stations will be permitted on any house or Lot.

Section 27. Underground Utilities. All electrical, television, or telephone cables and facilities which are to extend from the street abutting a Lot to any house, buildings, or other structure located on the Lot shall be placed underground (all of the project's utilities will be underground).

Section 28. Nuisance or Advertising Signs. No nuisance or advertising signs or bill boards may be permitted, erected or maintained on any Lot, with the exception of real estate "for sale" signs. The Homebuilder will be permitted a sign up to 15 square feet. Signs offering the sale of Lots or resale of the homes in the Subdivision shall not exceed eight (8) square feet in area.

Section 29. Accessory Buildings. No accessory buildings or structures shall be erected on any Lot unless approved by the Architectural Review Board and no such building or structure will be approved if it obstructs the view or use of adjoining Lots.

Section 30. Mail Boxes or Posts. All newspaper holders shall be incorporated in the mail box design and shall not be free standing.

Section 31. Postlights. All houses shall be required to install a postlight on the house side of the driveway located at the front property line, serviced by underground wiring (photo cell for turning the light on and off) and of a type approved by the Architectural Review Board. A Postlight constructed at the driveway entrance shall be located between 15 and 18 feet from the back of curb or the edge of pavement.

Section 32. Fuel Storage. All fuel storage containers (if any) on a Lot must be placed within the dwelling, or underground.

Section 33. Storage of Waste Materials. No rubbish, trash, garbage, or waste material shall be kept or permitted on any Lot except in sanitary containers which shall be placed within enclosed areas, so they are concealed from public view.

Section 34. Construction Debris. During construction, the Owner shall cause all debris to be placed in large containers and removed from his Lot.



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Section 35. Additional Building Sites. Except as provided in this Declaration, no additional building sites may be created within the Subdivision by further subdivision or combination of further subdivisions even if permitted by future changes or amendments of the Richfield Township zoning regulations.

Section 36. Lake Front Easement. Lots that have frontage on a Pond shall have a twenty (20) foot maintenance and repair easement as designated on the record plat. Said easement may be used for the care, maintenance and upkeep of Pond and the shoreline thereof, including but not limited to dredging, cleaning, chemical treatment, pollution control, siltation control, erosion control and the control of weeds and other undesirable vegetation. Within such easement area, no buildings, structures, or other improvements shall be constructed, erected, placed or suffered to remain without the express written consent of the Architectural Review Board and the Summit County Engineers.

Section 37. Reciprocal Pond Easement. Each Lot owner whose Lot comprises part of a Pond grants to every other Lot owner whose Lot comprises part of the same Pond a reciprocal easement for boating over such Lot owner's Lot which comprises part of the Pond.

Section 38. Boats and Docks. Boats and docks along the Pond shoreline will not be permitted.

Section 39. Roof Drains. All roof drains are to be connected into the storm sewer system, drainage ditches and swales or directed to Ponds as shown on the improvement plans.

Section 40. The Water Pumping. No water shall be drawn or pumped from the Lakes and used by any lot owner for his personal use unless permission is granted by the Homeowner's Association.

Section 41. Lot Maintenance. Each Owner shall keep his Lot and the streets providing access thereto free of accumulations of dirt, mud and debris occasioned by work on or around the Lot by such Owner, his contractor or their agents, representatives or employees. If the Owner shall fail to keep his Lot and the streets free of such accumulations, then in addition to all other rights and remedies Declarant and/or the Association may have (including the right to specific performance) Declarant and/or the Association shall have the right to remove such dirt, mud and debris and the cost of such removal, including the cost of cleaning and flushing sanitary and/or storm sewers, catch basins, and inlet basins shall be payable by the Owner to Declarant or to the Association, on demand as the case may be. Lawns shall be kept properly trimmed at all times. Each Owner shall, at his sole cost and expense, maintain and keep his dwelling and any other building or structure on his Lot in a state of good repair. Should the Owner fail to reimburse the Declarant or the Association for any costs incurred pursuant to this section, then such costs shall be deemed an Assessment lien and shall be a continuing lien on such Lot until paid. The lien for Assessment fee provided herein shall be subordinate to the lien of any first mortgage.



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Section 42. Vegetable Gardens. Vegetables may be grown on a Lot, provided they are not grown for commercial purposes and provided they are restricted to an area which is situated to the rear of the Lot and which does not exceed any area greater than four hundred (400) square feet nor closer than twenty (20) feet from a Lot line.

Section 43. Rebuilding, Repair, and Reconstruction. If all or any portion of a residence on a Lot is damaged or destroyed by fire or other casualty, then the Owner shall promptly rebuild, repair or reconstruct such residence so as to restore it to substantially its appearance prior to the casualty or submit another house plan to the Architectural Review Board for their approval.

Section 44. Home Maintenance. Each Owner shall, at his sole cost and expense, maintain and keep his dwelling and any other building or structure on his Lot in a state of good repair.

Section 45. Drainage Maintenance Fee. Title to the fee includes the obligation to pay the drainage maintenance fee assessed or to be assessed by the county pursuant to the Ohio Revised Code Chapter 6137.

Section 46. Wetlands. Buyer acknowledges that some lots contain wetlands as designed on the record plat. Buyer understands and agrees that changes to the wetland areas, if any, have to be done in accordance with existing local, state and federal laws.

Section 47. Conservation Easement. Buyer acknowledges that the Subdivision land and certain lots are affected by the terms of a Grant of Conservation Easement ("Conservation Easement") between the Association and Ohio Stream Preservation, Inc. ("OSP") dated July 9, 2001 and attached hereto as Exhibit "C". Buyer further acknowledges that the Association is bound by the terms of the Conservation Easement, and that the Owner of a Lot or Dwelling Unit is responsible for payment as described in Article V, Section 5, to OSP for services by OSP, which fees and services are described in more detail in the Conservation Easement.

ARTICLE VII

RIGHTS TO REPURCHASE

Section 1. Construction Time Limits. Each Lot shall be required to have construction of a dwelling commenced thereon not later than three (3) years after the date such Lot was first transferred by a Declarant to a bona fide purchaser for value. If construction of a dwelling has not been commenced at the expiration of such three (3) year period, then Declarant who owned such Lot shall have the right, by notifying the Owner in writing at any time within two (2) years after the expiration of such three (3) year period that construction of a dwelling was not commenced, to require the Owner thereof to reconvey the Lot to such Declarant. The Purchase price for such Lot shall be equal to the Price paid for the Lot by such Owner. Title to such Lot shall be reconveyed to such Declarant, by general warranty deed, free and clear of all liens and encumbrances, and the purchase price paid therefor not later than sixty (60) days after such Declarant election to reacquire said Lot.



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ARTICLE VIII

ARCHITECTURAL REVIEW BOARD

Section 1. Structure of Board. The Architectural Review Board shall be composed of three (3) persons designated by the Declarant during the period of development and sale of all the homesites in the Subdivision. After the sale of all homesites, or at the discretion of the Declarant, then such board members shall be designated by the Home Owners Association. The affirmative vote of a majority of the membership of the Architectural Review Board shall be required, in order to adopt or promulgate any rule or regulation, or to issue any permit, authorization or approval pursuant to the Declaration.

Section 2. Approval of Plans. No structure shall be commenced, erected, placed, moved on to or permitted to remain on any of the Lots, or shall any existing structure upon any of the Lots be altered in any way which materially changes the exterior appearance thereof, unless plans and specifications thereafter shall have been submitted to and approved in writing by the Architectural Review Board. Such plans and specifications shall be in such form and shall contain such information, as may be required by the Architectural Review Board but in any event shall include: a site plan, all floor and basement plans, and the four (4) exterior elevations of the structure specifying the exterior color scheme, shape, height, materials and location (including proposed front, rear and side set-backs). Two (2) complete sets of plans as set forth above shall be submitted to the Architectural Review Board for their review at least one week prior to the meeting date.

Section 3. Grounds for Disapproval. The Architectural Review Board shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- a) Failure of such plans or specifications to comply with any of the Governing Documents.
- b) Failure to include information in such plan and specifications as may have been reasonably requested.
- c) Objection to the architectural design of the home.
- d) Objection as to how the home is sited on the lot.
- e) Objection to the color scheme, exterior materials, proportions, style of architecture, height of proposed building (more than 35') or design that is substantially the same as any other within three lots in either direction of proposed house.
- f) Any other matter which, in the judgment of the Architectural Review Board, would render the proposed building not to be in harmony with the general plan of the Subdivision.



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Section 4. Hardship. If, in the opinion of the Architectural Review Board, by reason of the shape, dimensions and/or topography of any of the Lots or any other reason satisfactory to the Architectural Review Board, the enforcement of the provisions hereof with respect to the location of any home or any other matter set forth herein, would work a hardship, the Architectural Review Board may modify these restrictions on any such Lot, if, in the Architectural Review Board's judgment, such modification will not do material damage to abutting or adjacent Lots or the Subdivision in general.

Section 5. Statement of Grounds. In any case where the Architectural Review Board shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any case, the Architectural Review Board shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

Section 6. Permanent Record of Plans and Specifications. Upon approval by the Architectural Review Board of any plans and specifications submitted hereunder, a copy of such plans and specifications will be retained for permanent record with the Architectural Review Board, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

Section 7. Promulgation of Rules by Architectural Review Board. The Architectural Review Board may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the Lots, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Review Board at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Review Board to approve or disapprove any feature or matter subject to approval, or to disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Review Board's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Unless an extension of time has been requested by the applicant, the Architectural Review Board shall be deemed to have approved any plans and specifications as herein provided if it shall fail to approve or disapprove the same within fourteen (14) days after submission thereof and no further action shall be required.

Section 8. Violation. If any building shall be altered, erected, placed or maintained upon the Lot, otherwise than in accordance with plans and specifications approved by the Architectural Review Board pursuant to the provisions of this section, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this section and without the approval required herein, and, upon written notice from the Architectural Review Board, any such building in violation hereof, shall be removed or realtered, and any such use shall be terminated so as to extinguish such violation. If seven (7) days after the notice of such a violation of the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal of termination of the same, the Declarant or the Association shall have the right, through its agents and



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employees, to enter upon such portion of the Lot and to take steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as an Assessment lien as provided in Article IV) upon the Lot in question.

Section 9. Right to Inspect for Compliance. Any agent of the Declarant of the Association for the Architectural Review Board may, at any reasonable time or times, enter upon and inspect any portion of the Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of buildings thereon are in compliance with the provisions hereof; and neither the Declarant, the Association nor the Architectural Review Board nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE IX COMMON AREAS, AND FACILITIES

Section 1. Transfer of Common Areas and Facilities (CAF) to Association. At such time as Declarant may elect, but no later than when the Association has 60 members consisting of homeowners (not builders), it shall convey to the Association fee simple title to the CAF free and clear of any liens or financial encumbrances, except taxes and assessments not yet due and payable. Upon the transference of the CAF to the Association, the Board of Trustees shall establish a Recreational Committee which shall consist of at least three (3) members.

Section 2. Transfer of CAF to Association. Prior to the transfer of the CAF to the Association, Declarant shall maintain and operate the CAF and shall charge a fee to those parties using such facilities until transfer of facilities to Homeowner's Association. All common areas shall be perpetually owned and maintained in their natural condition and shall never be developed for the purpose of single family homesites. The common areas and the open space are more fully described on Exhibit "B", attached hereto and incorporated herein. By this reference at the time of transfer, a perpetual easement across these areas shall be noted on the deed ensuring that these areas shall remain in their natural open space condition and that they will never be able to be developed for single family purposes.

Section 3. Obligation to Maintain. It shall be the sole and exclusive duty, obligation and responsibility of the Association to cause the Common Areas and Facilities to be maintained in a clean, safe, neat, healthy and workable condition and good state of repair and promptly cause to be made all necessary repairs and replacements, ordinary, as well as extraordinary (when necessary), subject only to the provisions of the Documents. This obligation shall include maintaining the trees, plantings, and ground cover on Block-P, and mowing the grass on Block-P to a height of approximately four (4) inches at least 9 times per growing season, upon the following schedule:



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<u>Month</u>	<u>Mowings</u>
April	at least 1
May	at least 2
June	at least 2
July	at least 1
August	at least 1
September	at least 1
October	at least 1

Provided, however, the grass shall be re-mowed as necessary to keep the grass less than 8 inches in height, or such other reasonable intervals as may be necessary. This obligation shall terminate if and when Block-P may be devoted to pasturage, agriculture, or fructiculture by the Owner of Lot 120. In the event the Association should fail to maintain the landscaping, and mow the grass consistent with this schedule, the Owner of Lot 120 may, after fourteen (14) days written notice to the Association, cause the Block-P grass to be mowed or cause the landscaping to be maintained or replaced, as necessary. The Association shall reimburse the Owner of Lot 120 for its costs within thirty (30) days of receipt of an invoice therefor.

Section 4. Performance of Obligation. The Association, acting by and through its Board of Trustees, shall have the right to contract with any subcontractors for the performance of any and all necessary maintenance and service which the Association is required to perform pursuant to this Section. All such contracts shall be with such parties, for such amounts and upon such terms and conditions as the Board of Trustees shall deem reasonable and appropriate.

Section 5. Assessment of Costs. The obligation of the Association to perform the maintenance functions referred to in this Section shall be expressly conditioned upon the Association having sufficient funds with which to pay any and all charges, costs, expenses, fees, fines, levies and penalties which may be incurred in connection therewith (hereinafter collectively referred to as the "Common Area Maintenance Charges"). The Association shall have the right to declare any and all Common Area Maintenance Charges to be an Assessment, which Assessment shall be levied equally upon each and every Sublot that has been purchased by a buyer. The Association shall also have the right to make a good faith estimate as to the total annual Common Cost incurred by the Association and the same shall, if the Association so elects, become an Assessment and charged equally against the purchased Sublots on a yearly basis. Further, should the Association determine that it expects to incur unusually large Common Area Maintenance Charges, the Association shall have the right to adjust the amount of the Assessment so as to collect a sufficient amount of funds with which to pay the same.

Section 6. Use of Common Areas and Common Facilities. Every user shall have the right, exercisable in common with the exercise thereof by other Users, to use and enjoy the Common Areas and Common Facilities, subject to the reasonable rules and regulations adopted from time to time by the Association regarding the use thereof and deed restrictions affecting Blocks N and P set forth in a Warranty Deed from Michael Tallal to Royal Prestige Company, Inc. The Common Areas and Common Facilities shall be used exclusively for the leisurely and recreational activities and purposes



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of the Users and for no other purposes whatsoever, unless the prior written consent of the Board of Trustees is first obtained.

Section 7. Access by Declarant. The Declarant, its agents, assignees, contractors, designees and employees shall have free and complete access to the Common Areas and Facilities for the purpose of construction, installing, maintaining, repairing and inspecting any and all Common Area and Facilities.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting the Declarant), the Association, and each Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such easement, covenant, condition, restriction, reservation, lien or charge. Further, the Association shall have rights of action against each Member for failure to comply with the provisions of the Governing Documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Member who fails to comply with the same, including the right to assess charges for costs of enforcement and arbitration.

Section 2. Rights of Declarant. Development by Declarant of the Lots within the Subdivision and the sale of the Lots is essential to the establishment and welfare of the Subdivision as an ongoing residential community. In order that such work may be completed and the Subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent Declarant or the employees, contractors or subcontractors of the Declarant from:

- (a) Working on any part or parts of the Subdivision owned by Declarant or their representatives, as Declarant determines may be reasonable, necessary or advisable in connection with the completion of such work;
- (b) Constructing and maintaining on any part or parts of the Subdivision property owned by Declarant, such structures as Declarant may deem reasonable necessary or appropriate for the completion of such work, the establishment of the Subdivision as a residential community, and the disposition of the Lots by sale.
- (c) Conducting on any part or parts of the Subdivision owned by Declarant, the business of completing such work, of establishing the Subdivision as a residential community, and of disposing of the Lots by sale.



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- d) Maintaining such entrance signs on any of the Lots owned by Declarant, or which Declarant has an easement, as Declarant may deem reasonable necessary or appropriate in connection with the development, sale, or other disposition of the Lots.

Section 3. Easement Retained. It is hereby expressly understood that a ten (10) foot wide easement is imposed on the front, rear, and sides of each Lot, which easement shall be used for installing, operating, maintaining and servicing utility lines, cables and conduits for the electric company, the telephone company, gas company, Summit County Engineer and the Summit County Department of Environmental Services, cable vision franchise and any public utilities. The character of the installation and structures which may be through these easements shall include all incidental appurtenances, such as guys, conduits, anchors, transformers, sanitary sewers, storm inlets, storm sewers, swales, manholes, pedestals, etc.

Section 4. Severability. Invalidity of any one or more provisions hereof by judgment or court order shall in no way affect the remainder of the provisions hereof, which provisions shall remain in full force and effect.

Section 5. Gender. As used in this Declaration and when required by the context, each number (singular or plural) shall include all numbers, and each gender (masculine, feminine or neuter) shall include all genders.

Section 6. Amendment. Until the earlier of January 1, 2015, or the date that Owners other than Declarant first own in the aggregate ninety-eight percent (98%) or more of the Lots, this Declaration may only be amended by the Declarant, who shall have the right to amend this Declaration at any time and from time to time. Thereafter, except as hereinafter provided, this Declaration may be amended by an instrument in writing signed by Owners owning not less than sixty-six and two-thirds percent (66 2/3%) of the Lots in the Subdivision. No amendment to this Declaration shall be effective unless it is in recordable form and until it has been filed for record with the Summit County Recorder.

Section 7. Covenants Running With the Land. The terms, covenants, conditions, easements and restrictions of this Declaration shall create perpetual, mutual and reciprocal benefits and servitudes upon the property, running with the land. The terms, covenants, conditions, easements and restrictions of this Declaration shall be binding upon anyone having any right, title or interest in a Lot or any part thereof and shall inure to the benefit of Declarant, the Association and each Owner.

Section 8. Notices. Any notice required to be sent to any Member under the provisions of this Declaration, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member on the records of the Association at the time of such mailing.

Section 9. Construction of the Provisions of the Governing Documents. The Association, where specifically authorized herein to act, shall have the right to construe and interpret the provisions of the Governing Documents, and in the absence of an adjudication by a court of



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competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefits bound by the provision hereof. Any conflict between any construction or interpretations of the Association, and that of any other person or entity entitled to enforce the provisions hereof, shall be resolved in favor of the construction or interpretation of the Association.

Section 10. Rules, Regulations and Policies. The Association, to the extent specifically provided herein, may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, and in making any findings, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, taken into consideration the best interest of the Members and the Declarant in the Subdivision, to the end that the Subdivision shall be maintained as a high quality residential development. In granting and permitting, authorization, or approval, as herein provided, the Association, may impose any conditions or limitations thereof as it shall deem advisable under the circumstances in each case in light of the considerations set forth in this section.

Section 11. Validity of Mortgages. No violation of this Declaration shall defeat or render invalid the lien of any Mortgagee made in good faith and for value upon any portion of the Properties; provided, however, that any Mortgagee in actual possession, or any purchaser at any Mortgagee's foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner.

Section 12. Assignability. The Declarant, its successors and assigns, notwithstanding any other provision herein to the contrary, shall at all times have the right to fully transfer, convey and assign any or all of its right, title and interest under this Declaration, provided that such transferee, grantee or assignee shall take such rights subject to all obligations also contained herein.

Section 13. No Waiver. The failure of Declarant or the Association or a Member, their respective legal representatives heirs, successors and assigns, to enforce any covenant and restriction herein contained, shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such a violation or breach occurring prior or subsequent thereto.

Section 14. Injunctive Relief. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity.

Section 15. Non-Liability of Declarant. Neither Declarant nor Declarant's representatives, successors or assigns, nor any of Declarant's agents, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or in Declarant's (or its representative's or agent's) capacity as Declarant, contractor, manager, or seller of any portion of the Subdivision or Additional Land, if any, whether or not such claim: i) shall be asserted by any Member, the Association or by any person or entity claiming through any of them; or ii) shall be on account or injury to person or damage to or loss



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of property wherever located and however caused; or iii) shall arise ex contractu or (except in the case of gross negligence) ex delicto. Without limiting the generality of the foregoing, the foregoing enumerations include all claims for, or arising by reason of, the Common Area and Facilities or any part thereof, being or becoming out of repair, or containing any patent or latent defects, or by reason of any act or neglect or any Member, or the Association and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the Common Area and Facilities or by reason of the Failure to function or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, cable TV, etc.).

Section 16. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration at Hudson, Ohio this 7th day of October, 2002.

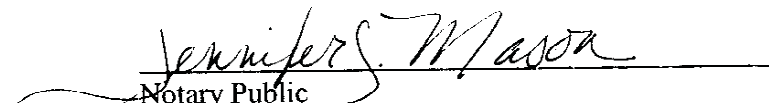
ROYAL PRESTIGE COMPANY, INC.


Perry E. Bourn, President

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Perry E Bourn known to me to be a President of Royal Prestige Company, Inc., an Ohio corporation, who executed the foregoing instrument, and acknowledged to me that he did sign said instrument in the name and on behalf of said corporation, and that the same is his free act and deed and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Hudson, Ohio, this 7th day of October, 2002.


Notary Public

JENNIFER J. MASON
Notary Public, State Of Ohio
My Commission Expires 8-9-2005

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EXHIBIT "A"

Being all the lands in the name of Royal Prestige Company, Inc. Phase III, at the time of recording of the plat, located in Lot Nos. 9, 10 and 11 in Richfield Village, Summit County, Ohio, and more fully described in Exhibit "A" of the declaration of easements, covenants and restrictions for The Deer Creek Reserve Subdivision Phase I as referenced on the title of the plat.

ROYAL PRESTIGE COMPANY, INC.


PERRY E. BOURN, President



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EXHIBIT "B"

COMMON AREA DESCRIPTION

SITUATED IN THE VILLAGE OF RICHFIELD, COUNTY OF SUMMIT AND STATE OF OHIO:
AND KNOWN AS BEING BLOCKS N THROUGH V IN THE DEER CREEK RESERVE PHASE III
SUBDIVISION AS SHOWN BY THE RECORDED PLAT IN RECEPTION # 54688827 OF THE
OFFICIAL RECORDS OF SUMMIT COUNTY, OHIO, BE THE SAME MORE OR LESS, BUT
SUBJECT TO ALL LEGAL HIGHWAYS.

BLOCK N PM 50-02551

BLOCK O PM 50-02552

BLOCK P PM 50-02553

BLOCK Q PM 50-02554

BLOCK R PM 50-02555

BLOCK S PM 50-02556

BLOCK T PM 50-02557

BLOCK U PM 50-02558

BLOCK V PM 50-02559



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EXHIBIT "C"

MIDLAND COMMERCE GROUP

ORDER NO: A 99118 ESCROW JEP-MAIN

GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement ("Conservation Easement") is made this 9th day of July, 2001 by and between Deer Creek Homeowners' Association, Inc., an Ohio corporation, its successors and assigns (the "Grantor") having an address at 17 W. Streetsboro St., Hudson, Ohio 44236 and Ohio Stream Preservation, Inc. an Ohio not-for-profit corporation, its successors and assigns (the "Grantee") having an address at 24850 Aurora Rd., Unit C, Bedford Heights, Ohio 44146.

WHEREAS, Grantor is the owner in fee simple of certain real property by instrument recorded in Reception No. _____, Page _____ of the Official Records of Summit County, and is situated in the Village of Richfield, County of Summit, State of Ohio, consisting of approximately 104.20 acres and more fully described in Exhibit A (Legal Description) and depicted in Exhibit B (Recorded Plat ("Plat")), both attached hereto and made a part hereof which real property is commonly known as Deer Creek Reserve Phase Three ("Subdivision"); and

WHEREAS, the Grantor is creating the Deer Creek Homeowners' Association, Inc., Inc., ("Association") and is adopting for the Association its Declaration of Easements, Covenants, Conditions and Restrictions, for Phase III Deer Creek Reserve Subdivision, ("Declaration of Covenants"); and

WHEREAS, the Grantor agrees to cause the Declaration of Covenants to commit the Association to being bound by the terms of this Easement and to acknowledge that compensation will be provided to the Grantee for services performed related to this Easement, on behalf of the Grantor; and

WHEREAS, in order to protect the quality of the undisturbed natural area located on the real property, the Village of Richfield has required that Grantor, as a condition of being issued plan approval, grant a Conservation Easement in and to a portion of the Grantor's real property, which is more specifically identified in Exhibit C (Legal Description) and depicted on Exhibit B as Open Space Blocks N, O, P, Q, R, S, T, U and V ("Open Space"); and

WHEREAS, Section 5301.69 of the Ohio Revised Code authorizes Grantee to acquire and hold conservation easements for the purposes set forth herein; and

WHEREAS, the Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to Open Space and protect the conservation values of the Open Space in perpetuity and to prevent or remedy subsequent activities or uses that are inconsistent with the terms of the Conservation Easement.

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **Grant of Easement:** Grantor hereby grants and conveys to Grantee, its successors and assigns, an estate, interest, easement and servitude in and to the Open Space of the nature and character and to the extent hereinafter expressed, to be and to constitute a servitude upon the Open Space, which estate, interest, easement and servitude will result from the covenants and restrictions set forth herein and hereby imposed upon the use of the Open Space by Grantor, and, to that end and for the purpose of accomplishing the intent of the parties hereto, the Grantor covenants on behalf of itself, its heirs, successors and assigns with the Grantee, its successors and assigns, to do and refrain from doing, severally and collectively, upon the Open Space, the various acts hereinafter described, it being hereby agreed and expressed that the doing and the refraining from such acts, and each thereof, is and will be for the benefit of Grantee.
2. **Term of Easement:** The easement granted hereunder shall be perpetual and shall have no expiration date. Article 10 describes the process for termination of said easement.



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3. **Conservation Values:** Portions of the Open Space possess substantial value in conserving and protecting the physical, biological and chemical integrity of the natural areas including, but not limited to existing water courses, wetlands and/or riparian corridors and is important in the protection of the existing or designated use of the waters of the state pursuant to §303 of the Clean Water Act, 33 U. S. C. §1313 and §6111.041 of the Ohio Water Pollution Control Act..

A "Baseline Documentation Report" which will be prepared, and incorporated by reference herein as Exhibit D ("Baseline Report"), may consist of any and all maps, reports, photographs, descriptions of prominent vegetation, land use history and distinct natural features characterizing the Open Space at the time of the grant and is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The parties acknowledge Exhibit D is an accurate representation of the Open Space at the time of this grant.

4. **Prohibited Actions:** Any activity on or use of the Open Space inconsistent with the purposes of this Conservation Easement or detrimental to the conservation values expressed herein is expressly prohibited. By way of example, and not of limitation, the following activities and uses are explicitly prohibited:

- a. **Division:** Any division or subdivision of the Open Space beyond that shown on Exhibit B;
- b. **Commercial Activities:** Commercial development, commercial recreational use, or industrial activity;
- c. **Construction:** The placement or construction of any man-made modifications including but not limited to buildings, structures, fences, mobile homes, advertising, billboards, camping accommodations, roads and parking lots excepting as follows:
 - 1) The installation, maintenance, repair and replacement of utilities, including storm and sanitary sewers, water mains, gas, electric and telephone and cable lines, storm detention/retention basins and all appurtenances ("Utility Work") thereto within designated utility easements as shown on Exhibit B; and,
 - 2) The installation, maintenance, repair and replacement of hiking trails and landscape mounding and islands as shown on the approved Site Plan; and,
 - 3) The installation, maintenance, repair and replacement of decorative landscaping, signage and appurtenances within Open Space Blocks Q, R, S, T, U and V, as shown on the approved Site Plan; and
 - 4) The following easements encumbering Open Space Block-P, 4.1399 acres ("Block-P") as depicted on Exhibit B, for the exclusive use and benefit of Lot No. 120 in Deer Creek Reserve Phase Three:
 - a. A Drive Access and Utilities Easement over, under, across and through said Block-P as shown on Exhibit B of Deer Creek Reserve Phase Three; and,
 - b. An easement over, under, across and through so much of said Block-P as is necessary for continued access to, and use, repair and



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maintenance of, the domestic wastewater treatment system serving said Lot No. 120; and

- c. An exclusive easement for open space occupancy and agricultural use, personal to the owner of said Lot No. 120, encumbering only said Block-P, provided that said Block-P shall not be used for structures (except fences) and the owner of Lot No. 120 may restrict access to anyone, including the general public and/or other Deer Creek Reserve owners and those claiming by, through, or under them; and,
- d. The owner of Lot 120, may, at their expense, install a driveway to Deer Path Trail to serve the residence on Lot No. 120; and,
- e. The owner of Lot 120, shall retain the right to approve (1) the placement of trails within Block-N in said Deer Creek Reserve Phase Three, and (2) landscaping and mounding installed by Grantee along Deer Path Trail within Lot No. 120, Block-N, Block-P, and Block-Q.

Where areas of the Open Space are affected by the Utility Work as provided in this section, Grantor shall reasonably restore all such affected Open Space areas to their condition immediately prior to any Utility Work.

Destruction or Introduction of Vegetation: The removal or destruction of native growth in the Open Space, including without limitation the use of fertilizers, the spraying of pesticides or biocides, the introduction of nonnative animals and vegetation, grazing of domestic animals, or disturbance or change in the natural habitat (except in the enhancement of wildlife habitats) and the cutting of trees, ground cover or vegetation, excepting Blocks P, Q, R, S, T, U and V and as approved in writing by the Grantee, and limited to the following purposes:

- (1) The control or prevention of imminent hazard, disease, or fire, and for the purpose of restoring natural habitat areas to promote native vegetation; and,
 - (2) The removal of dead, diseased, damaged, destroyed, or fallen trees, shrubs, or other vegetation which can be cut and left laying in place except for blocking streams; and,
 - (3) The elimination and removal of grapevines, poison ivy, and other toxic and undesirable growth which can be cut and left laying; and,
 - (4) Any Utility Work, landscape mounding and islands and hiking trails that exist or will exist as shown on the approved Site Plan and as shown on Exhibit B.
- e. **Land Surface Alterations:** The removal, filling, or excavation, of soil, sand, gravel, rock minerals or other materials from the Open Space, or doing any act that would alter the topography of the Open Space, excepting Block-P, and except for Utility Work shown on Exhibit B and the installation and maintenance of hiking trails and landscape mounding and islands as shown on the approved Site Plan and with the prior written permission of the Grantee, such approval not unreasonably withheld or and that caused by the forces of nature;





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- f. **Dumping**: The dumping of any substance of any kind, nature, and description including but not limited to grass clippings or other yard debris, soil, trash, ashes, garbage, waste, or other unsightly or offensive material or any placement of underground storage tanks, on or in the Open Space (see Article 5(e)(8)), excepting Block-P.
 - g. **Water Courses**: Subsequent to the completion of the Subdivision pursuant to the approved plans, alteration of the natural water courses, streams, wetlands, marshes, or other water bodies, and the use or activity detrimental to water purity on the Open Space, excepting Block-P, and except as may be necessary and agreed to, in writing, in advance of the alteration, by the Grantee to prevent or halt soil erosion, soil slippage, and damage from erosion;
 - h. **Motorized Vehicles**: The operation of automobiles, trucks, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any other motorized vehicle on the Open Space, excepting Block-P, and except as necessary for access by Village of Richfield emergency response vehicles and as necessary to fulfill the obligations herewith, with the prior written permission of the Grantee;
 - i. **Hunting**: The hunting or trapping on the Open Space, excepting Block-P, and except to the extent specifically approved in writing by the Grantee as necessary to keep the animal population within numbers consistent with the ecological balance to the area;
 - j. **Signage**: Advertising of any kind or nature to be located on or in the Open Space, excepting Block-P, and except for signs marking the boundaries as part of the Open Space in favor of the Grantee, and except as necessary to fulfill the obligations herewith and with the prior written permission of the Grantee, such approval not unreasonably withheld or delayed;
 - k. **Other Activities**: Each and every other activity or construction project which might endanger the natural, scenic, biological, ecological integrity of the Open Space shall be prohibited, excepting Block-P.
5. **Grantor's Rights and Responsibilities**: Excepting Block-P, Grantor reserves to itself, and its successors and assigns, all rights accruing from its ownership of the Open Space, including the right to engage in or permit or invite others to engage in all uses of the Open Space that are not expressly prohibited herein and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:
- a. **Right to Enter**: The Grantee has the right to enter the Open Space at reasonable times. The Grantor retains the right to sell, mortgage, bequeath, donate, or otherwise convey the Open Space. Any conveyance shall remain subject to the terms and conditions of this Conservation Easement and the subsequent interest holder shall be bound by the terms and conditions hereof;
 - b. **Right to Access**: Subject to the terms of this easement with respect to prohibited uses and permitted uses, the Grantor shall retain the right of unimpeded access to the Open Space. Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon the Open Space or any portion thereof where no such right existed to the public immediately prior to the execution of this Conservation Easement.



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- c. **Actions Against Grantee:** In the event of a breach of this Conservation Easement, the Grantor may bring action against the Grantee for failing to fulfil its obligations as contained herein. Prior to an action being brought, the Grantor shall provide written notice, as set forth herein to the Grantee, advising of the breach of duty and demanding that Grantee abide by the agreement;
- d. **Requirement of Notice.** If, after a twenty-eight (28) day period following the date of written notice as provided above ("Notice Period"), the Grantee continues in its breach of duties or if the Grantee does not take substantial corrective measures within the Notice period, or if Grantee should fail to continue diligently to provide said duties, the Grantor may bring an action in law or in equity to enforce the terms of the Conservation Easement and recover any damages for the loss of the conservation values protected hereunder, including without limitation, attorney fees. The remedies available to Grantor include, without limitation, enjoining the violation through injunctive relief, seeking specific performance, and obtaining declaratory relief, restitution, reimbursement of expense including without limitation the expense of restoration of the Open Space, and/or an order compelling restoration of the Open Space;
- e. **Requirements for the Open Space:** The following minimum conditions shall apply to the Open Space, excepting Block-P:
- (1) The Grantor shall be responsible for boundary marking of the Open Space; and,
 - (2) The Grantor shall be responsible for ensuring that contractors and/or workers involved with construction and development of improvements in, adjacent to or abutting the Open Space Area, including but not limited to clearing and grubbing, excavation, construction, delivery and storage of any and all materials, paving and landscaping, have knowledge of the terms and conditions of these restrictions and that a copy of these restrictions is at the project site throughout the period the work is underway; and,
 - (3) Efforts shall be made to keep construction debris from entering the waterway, stream or buffer area, and shall be removed immediately should any such debris be present in said areas; and,
 - (4) That the mechanical equipment used to execute any and all work be operated in such a way as to minimize turbidity that could degrade water quality and adversely affect aquatic plant and animal life; and,
 - (5) Best Management Practices (BMP's) including silt controls, be installed downstream from all construction areas adjacent to or abutting the Open Space Area and shall remain in place during all excavation and restoration operations including landscaping. Said controls shall not be removed until stabilization of the project site is satisfactorily complete; and,
 - (6) That all installed landscaping and maintenance of said landscaping, including mowing and fertilization, be no closer to the waterway or stream than the designated buffer adjacent to said waterway or stream, or as approved in writing by the Grantee, such approval not unreasonably withheld or delayed, and limited to utilities or facilities, including stormwater basins and pedestrian/bicycle paths that exist or will exist as shown on Exhibit B; and,





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- (7) The Grantor shall be responsible for liability and maintenance of all improvements in and to the Open Space, to the satisfaction of the Grantee; and,
- (8) All trash or nonconforming material that is dumped or placed on the Open Space shall be removed or cause to be removed by the Grantor immediately. In the event that the nonconforming material is placed by an adjacent landowner or party unknown to the Grantor, the Grantee and Grantor shall work collectively to locate and notify the offender and cause the material to be removed immediately by the offender. If the offender is not identified or is uncooperative, the Grantor shall take all reasonable action for removal of the nonconforming material.
6. **Rights of Grantee:** The Grantor confers the following rights upon the Grantee to perpetually maintain the conservation values of the Open Space:
- a. **Right to Enter:** Excepting Block-P, the Grantee has the right to enter the Open Space at reasonable times to monitor or to enforce compliance with this Conservation Easement; provided that such entry shall be upon prior written reasonable notice to the Grantor. The Grantor may use the Open Space without interference provided that the Grantor restricts the use to those permitted under this Conservation Easement. The Grantee has no right to permit others to enter the Open Space. The general public is not granted access to the Open Space under this Conservation Easement;
 - b. **Right to Open Space:** The Grantee has the right to prevent any activity on or use of the Open Space that is inconsistent with the terms or purposes of this Conservation Easement;
 - c. **Right to Require Restoration:** The Grantee shall have the right to require the restoration of the areas or features of the Open Space which are damaged by any activity inconsistent with this Conservation Easement;
 - d. **Right to Placement of Signs:** The Grantee shall have the right to place a reasonable number of small signs on the Open Space, upon written approval by Grantor, such approval not unreasonably withheld or delayed, which identify the land as being protected by this Conservation Easement;
 - e. **Right to adopt Rules of Use.** The Grantee shall have the right to promulgate rules consistent with the prohibited uses set forth herein, which rules shall be followed by all users of the Open Space.
7. **Grantee's Remedies:** In the event of a breach of this Conservation Easement, the Grantee shall have the following remedies and shall be subject to the following limitations:
- a. **Actions Against Grantor.** Subject to Section 18, an action may be brought against the Grantor for violating the prohibitions on use which can be made of the Open Space or who is threatening to violate said prohibited use. If Grantee is unable to determine the party who has violated the prohibitions on use, the Grantee may bring action against the Grantor. Prior to an action being brought, the Grantee shall provide written notice, as set forth herein to the Grantor, advising of the violation and demanding that Grantor abate and cure the violation;



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- b. **Requirement of Notice.** If, for a twenty-eight (28) day period after the date of written notice as provided above ("Notice Period"), the Grantor continues in its prohibited use or in its threatened prohibited use of the Open Space, or if the Grantor does not abate the violation during the Notice Period, or if the Grantor does not take substantial corrective measures within the Notice period, or if Grantor should fail to continue diligently to cure such violation until finally cured, the Grantee may bring an action in law or in equity to enforce the terms of the Conservation Easement and recover any damages for the loss of the conservation values protected hereunder, including without limitation, attorney fees. The remedies available to Grantee include, without limitation, enjoining the violation through injunctive relief, seeking specific performance, and obtaining declaratory relief, restitution, reimbursement of expense including without limitation the expense of restoration of the Open Space, and/or an order compelling restoration of the Open Space;
- c. **Emergency Action:** If the Grantee determines that the use permitted by this Conservation Easement is, or is expected to be violated so to cause significant or irreparable damage to the physical, biological and/or chemical integrity of the water course, the Grantee will provide written notice to the Grantor. If, through reasonable efforts, the Grantor cannot be notified, or if the Grantee determines, in its sole discretion, that the circumstances justify prompt action to mitigate or prevent injury to Open Space, then the Grantee may pursue its lawful remedies without awaiting the Grantor's opportunity to cure;
- d. **Actual or Threatened Non-Compliance:** Grantor acknowledges that actual or threatened events of non-compliance under this Conservation Easement constitute immediate and irreparable harm. The Grantor acknowledges that Grantee's remedies at law for any violation of the terms hereof are inadequate and Grantee is entitled to injunctive relief, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or inadequacy of otherwise available legal remedies;
- e. **Cumulative Remedies:** The preceding remedies of the Grantee are cumulative. Any or all of the remedies may be invoked by the Grantee if there is an actual or threatened violation of this Conservation Easement;
- f. **Delay in Enforcement:** Notwithstanding the foregoing, any delay in enforcement shall not be construed as a waiver of the Grantee's rights to enforce the terms of this Conservation Easement.
- g. **Additional Beneficiary:** It is hereby the intent of all parties to make the Village of Richfield an additional intended third party beneficiary for this Conservation Easement, who shall have the authority to enforce a breach of agreement should Grantee determine not to enforce its rights under this Conservation Easement. Notwithstanding the foregoing, the Grantee shall not be liable to the Village of Richfield in the event that it determines not to enforce rights under this Conservation Easement.
8. **Ownership Costs and Liabilities:** In accepting this Conservation Easement, the Grantee shall have no liability or other obligation for costs, liabilities, taxes or insurance of any kind related to the Open Space. The Grantee and its trustees, officers, employees, agents and members have no liability arising from injury or death to any person or from physical damage to any other property located on the Open Space or otherwise. The Grantor agrees to defend the Grantee against such



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claims and to indemnify the Grantee against all costs and liabilities relating to such claims. Notwithstanding the foregoing, Article 8 does not apply to losses caused by the negligence, actions, or inaction of employees, agents and invitees of Grantee. Grantee will obtain liability insurance and name Grantor, its successor and assigns as an additional insured. Grantee will deliver to Grantor a Certificate of Insurance evidencing such coverage.

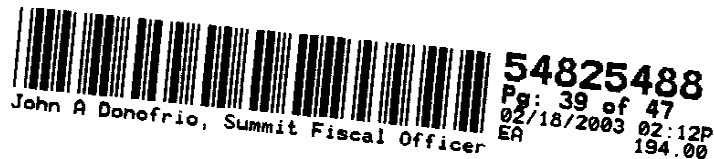
9. **Cessation of Existence:** If the Grantee shall cease to be authorized to acquire and hold conservation easements, then this Conservation Easement shall become vested in another qualified entity that is eligible to acquire and hold a conservation easement under Ohio law.
10. **Termination:** This Conservation Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Conservation Easement's purposes, or by exercise of eminent domain:
 - a. **Unexpected Change in Conditions:** If subsequent circumstances render the purposes of this Conservation Easement impossible to fulfill, then this Conservation Easement may be partially or entirely terminated only by judicial proceedings. The amount of the compensation to which the Grantee shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Open Space, pursuant to such proceedings, subsequent to such termination or extinguishment, shall be established, unless otherwise provided by Ohio law at the time, as provided in (b) below with respect to the division of condemnation proceeds. The Grantee shall use any such proceeds in a manner consistent with the purposes of this Conservation Easement;
 - b. **Eminent Domain:** If all or part of the Open Space is taken in the exercise of eminent domain by public, corporate, or other authorities so as to abrogate the restriction imposed by this Conservation Easement, the Grantor and the Grantee shall join in appropriate actions to recover the full value of the Open Space (or portion thereof) taken and all incidental or direct damages that result from such taking. Any reasonable expense incurred by the Grantor or the Grantee in any such action shall be first reimbursed out of the recovered proceeds. The remainder of such proceeds shall be paid to the Grantor. In the event that there is a dispute between the parties as to the reasonableness of an expense, the court having jurisdiction over the eminent domain matter shall determine the reasonableness of any expense.
11. **Recordation:** The Grantor and its successors and assigns shall record this instrument in a timely fashion in the official record of Summit County, Ohio and shall re-record it at any time as may be required to preserve the Grantee's rights in this Conservation Easement.
12. **Assignment:** This Conservation Easement is transferable, but Grantee may assign its rights and obligations hereunder only to an organization or entity that is qualified to hold conservation easements under Ohio law, and any applicable federal tax law, at the time of transfer, provided that such transfer is approved by Grantor, such approval not unreasonably withheld or delayed. As a condition of such transfer, the Grantee and Grantor shall require that the conservation purposes that this grant is intended to advance continue to be carried out.
12. **Liberal Construction:** This Conservation Easement shall be liberally construed in favor of maintaining the conservation values of the Open Space. The section headings and subheadings identified herein are for reference purposes only and shall not be used to interpret the meaning of any provision hereof.



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13. **Notices:** For purposes of this Conservation Easement, notices may be provided to all parties, by personal delivery or by mailing a written notice to that party by first class mail, postage prepaid. Delivery will be complete upon depositing the properly addressed notice with the U. S. Postal Service.

The notice shall be served to the Grantor at:
Deer Creek Homeowners' Association, Inc.
17 W. Streetsboro Street
Hudson, Ohio 44236

with a copy to its attorney at:
Attn. Mr. Nicholas T. George, Esq.
Buckingham, Doolittle & Burroughs, LLP
50 S. Main Street
Akron, Ohio 44308

The notice shall be served to the Grantee at:
Ohio Stream Preservation, Inc.
24850 Aurora Road, Unit C
Bedford Heights, Ohio 44146


with a copy to its attorney at:
Reddy, Grau and Meek
Attn. Mr. David Meek
5306 Transportation Blvd.
Garfield Heights, Ohio 44125

The notice shall be served to the Village of Richfield at:
Village of Richfield
Attn. Mayor
24850 Aurora Road, Unit C
Bedford Heights, Ohio 44146

with a copy to its attorney at:
Walter & Halverfield LLP
Attn. Mr. Charles T. Riehl
1300 Terminal Tower
50 Public Square
Cleveland, Ohio 44113

16. **Severability:** If any portion of this Conservation Easement is determined to be invalid or unenforceable, the remaining provisions of this agreement will remain in full force and effect.
17. **Subsequent Transfers:** This Conservation Easement shall be a covenant running with the land and shall constitute a burden on the Open Space and shall run to the benefit of the parties hereto and their successors in interest. All subsequent owners of the Open Space shall be bound to all provisions of this Conservation Easement to the same extent as the current parties. Grantor shall incorporate the terms of this Conservation Easement, by reference, in any deed or other legal






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John A Donofrio, Summit Fiscal Officer

instrument by which they divest themselves of any interest in all or a portion of the Open Space, including, without limitation, a leasehold interest.

18. **Termination of Rights and Obligations:** A party's future rights and obligations under this Conservation Easement shall terminate upon transfer of that party's interest in the Open Space. Liability for acts or omissions occurring prior to transfer shall survive any such transfer.
19. **Applicable Law:** This agreement shall be governed by, and construed in accordance with the substantive law of the State of Ohio, irrespective of its conflicts of laws rules.
20. **Entire Agreement:** This Conservation Easement sets forth the entire agreement of the parties and supersedes all prior discussions and understandings.



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EA 194.00

John A Donofrio, Summit Fiscal Officer

IN WITNESS WHEREOF, the Grantor and Grantee have set their hands on the day and year first above written.

WITNESSES:

Chris W. Brown

Elaine M Brunner

GRANTOR

DEER CREEK HOMEOWNERS' ASSOCIATION, INC.

Perry E. Bourn
Authorized Signature

Perry E. Bourn
Printed Name

7/9/01
Date:

STATE OF OHIO)
) ss.
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for said County, personally appeared Perry E. Bourn, officer of Deer Creek Homeowners' Association, Inc., who said he is duly authorized in these presents, and that he acknowledges his signature to be his free act and deed, individually, and as such officer.

IN TESTIMONY WHEREOF, I have set my hand and official seal at Hudson, Ohio,
this 9th day of June, 2001.
July

Elaine M Brunner

Notary Public ELAINE M. BRUNNER, Notary Public
STATE OF OHIO
My Commission Expires Sept. 22, 2002

WITNESSES:

[Signature]

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

GRANTEE

OHIO STREAM PRESERVATION, INC.

By: [Signature]
Jeffrey S. Markley, Executive Director

7/3/2001
Date:

By: [Signature]
Jeffrey Filarski, Secretary

7/3/2001
Date:

BEFORE ME, a Notary Public, in and for said County, personally appeared JEFFREY S. MARKLEY, Executive Director, Ohio Stream Preservation, Inc., and JEFFREY FILARSKI, Secretary, Ohio Stream Preservation, Inc. who said they are duly authorized in these presents, and that they acknowledge their signatures to be his free act and deed, individually, and as such Executive Director and Secretary.

IN TESTIMONY WHEREOF, I have set my hand and official seal at Bedford Heights, Ohio,
this 3rd day of June, 2001.
July

[Signature]
Notary Public

Judith A. Canda
My Commission Expires August 4, 2004



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John A Donofrio, Summit Fiscal Officer



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EA 194.00

John A Donofrio, Summit Fiscal Officer

Exhibit A & Exhibit B

Known as being located in the Village of Richfield, being part of Richfield Township original Lots 11 and 12, in Tract 1, Township 4 North, Range 12 (West) in Summit County, Ohio, and as recorded in O.R. Page of the official records of Summit County.

RESOLUTION No 5468827

Descriptions attached to Tax Maps
Approval good for 30 days from

TWN 11-27-02 PMS R1/7



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John A Donofrio, Summit Fiscal Officer

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DEER CREEK RESERVE PHASE THREE

LOCATED IN THE VILLAGE OF RICHFIELD,
BEING PART OF RICHFIELD TOWNSHIP ORIGINAL LOTS 11 AND 12 IN TRACT 1, TOWNSHIP 4 NORTH RANGE 12 (WEST),
SUMMIT COUNTY, OHIO

TOTAL PHASE THREE AREA = 104.2000 ACRES
AREA IN EXISTING SUBLOTS = 0.2543 ACRES
AREA IN NEW SUBLOTS = 9.5314 ACRES
AREA IN SUBLOTS = 48.7877 ACRES
AREA IN BLOCKS = 47.6446 ACRES
TOTAL NUMBER OF SUBLOTS = 43

JANUARY 2001



LOCATION MAP
SHEET 1-1000

THE TOWN OF RICHFIELD HAS BEEN INCORPORATED INTO THE CITY OF RICHFIELD, OHIO, AND THE TOWN OF RICHFIELD HAS BEEN ABOLISHED. THE TOWN OF RICHFIELD WAS INCORPORATED IN 1848 AND THE CITY OF RICHFIELD WAS INCORPORATED IN 1954. THE TOWN OF RICHFIELD WAS A PART OF THE TOWNSHIP OF RICHFIELD, OHIO, AND THE TOWN OF RICHFIELD WAS A PART OF THE TOWNSHIP OF RICHFIELD, OHIO.

LOCAL LEGISLATION

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STATEMENT AND RESOLUTIONS

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APPROVED BY THE BOARD OF RICHFIELD TOWNSHIP COMMISSION

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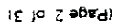


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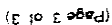
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EA 74.00



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Exhibit C

Blocks N through V represent open space which are to be maintained by Ohio Stream Preservation, Inc. and are as shown on the Deer Creek Reserve Phase Three Subdivision Plat and recorded in O.R. ~~*~~_____, Page _____ of the official records of Summit County.

* RECEPTION NO. 54688827

DEER CREEK RESERVE-PHASE THREE - OPEN SPACE CALCULATIONS
SUMMARY of UNDERSTANDING

Prepared by Ohio Stream Preservation, Inc. March 2001

<u>BLOCK</u>	<u>ACREAGE</u>	<u>DESCRIPTION</u>	<u>REQUIREMENTS</u>
N	18.9820	Perimeter - West of Deer Path Trail	Retain in natural state except for utility, slope and stormwater management easement(s) as described on plat, and Hiking Trails as indicated on approved site plan.
O	23.9747	Perimeter - East of Deer Path Trail	Retain in natural state except for utility, slope and stormwater management easement(s) as described on plat, and Hiking Trails as indicated on approved site plan.
P	4.1399	M.A. Tallal property (w/restrictions)	No access permitted; no structures allowed except for drive to residence, fences and sanitary requirements; agriculture and landscaping permitted; restricted to occupancy by Tallal and successors.
Q	0.1619	M.A. Tallal property (w/o restrictions)	Maintenance of landscaping
R	0.0451	Cul-de-sac - Cascade Oaks Trail	Maintenance of landscaping
S	0.1254	Cul-de-sac - Forest Edge Trail N.W.	Maintenance of landscaping
T	0.1254	Cul-de-sac - Forest Edge Trail S.E.	Maintenance of landscaping
U	0.0451	Cul-de-sac - Seven Oaks Trail	Maintenance of landscaping
V	0.0451	Cul-de-sac - Regency Woods Trail	Maintenance of landscaping
TOTAL	47.6446		

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John A Donofrio, Summit Fiscal Officer

Block N	PM 50-02551;	PPN RI-00007-A2-044.000
Block O	PM 50-02552;	PPN RI-00007-A2-045.000
Block P	PM 50-02553;	PPN RI-00007-A2-046.000
Block Q	PM 50-02554;	PPN RI-00007-A2-047.000
Block R	PM 50-02555;	PPN RI-00007-A2-048.000
Block S	PM 50-02556;	PPN RI-00007-A2-049.000
Block T	PM 50-02557;	PPN RI-00007-A2-050.000
Block U	PM 50-02558;	PPN RI-00007-A2-051.000
Block V	PM 50-02559;	PPN RI-00007-A2-052.000

11/27/02
TRANSFER NOT NECESSARY
John A. Donofrio, Fiscal Officer

TRANSFER NOT NECESSARY
SEC. 319.202 REV. CODE COMPLIED WITH
August Consideration P
JOHN A. DONOFRIO By UB
Fiscal Officer Deputy Fiscal Officer
No. of pages 12

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John A Donofrio, Summit Fiscal Officer

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