

MEDINA COUNTY RECORDER

NANCY ABBOTT

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**MEDINA COUNTY RECORDER**  
**NANCY DONAHUE ABBOTT**

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MEDINA COUNTY RECORDER  
NANCY ABBOTT

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MEDINA COUNTY RECORDER  
NANCY DONAHUE ABBOTT

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Approved 10/15/04 RBT

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR**

**LAKE MEDINA RESERVE HOMEOWNERS' ASSOCIATION, INC.**

Declarant, CROSSBOW DEVELOPMENT, INC., an Ohio corporation, is the owner of certain real estate located in the Township of Medina, Medina County, Ohio, and being more fully described in Exhibit "A", attached hereto and incorporated by this reference herein, together with any real property subsequently added hereto (collectively, the "Property").

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the Record Plan (as hereinafter defined) and the covenants, conditions, restrictions and reservation of easements contained herein, which are for the purpose of protecting the value and desirability of and which shall run with the Property submitted hereunder or which may subsequently be added, and shall be binding on all parties having any right, title or interest in the Property, or any portion thereof, together with their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
Definitions**

- 1.1. "Additional Land" shall mean any additional land which the Declarant may, from time to time, make subject to this Declaration.
- 1.2. "Allocated Interests" shall mean the Common Expense Liability and votes in the Association as set forth in Article III.
- 1.3. "Assessments" shall mean those charges upon the Lots and Cluster Living Units established by Article VI of this Declaration.
- 1.4. "Association" shall mean Lake Medina Reserve Homeowners' Association, Inc., an Ohio not for profit corporation, together with its successors and assigns. Except as the context otherwise requires, "Association" shall mean the Board of Directors acting on behalf of the Association.
- 1.5. "Board" shall mean the Board of Directors of the Association.
- 1.6. "Builder" shall mean any person or entity which acquires a Lot or an Envelope for the purpose of construction of a Living Unit for sale to Owners.
- 1.7. "Canyon Cluster Area" shall mean the Cluster Living Units, as depicted on the Record Plan, having ingress and egress access to either of Hidden Canyon Trail or Canyon Ridge Circle, together with that portion of the Property that is a part of this Cluster Area as depicted on the Record Plan.
- 1.8. "Cluster Areas" shall mean all of the Falcon Cluster Area, the Forest Cluster Area and the Canyon Cluster Area.

1.9. "Cluster Homeowners' Associations" shall mean one or more homeowners' associations established after the date hereof with respect to any of the Cluster Areas.

1.10. "Cluster Living Unit" shall mean those Living Units situated in the Cluster Areas and numbered 1 through 97 on the Record Plan. Cluster Living Unit shall not include any of the Lots.

1.11. "Common Elements" shall mean any portion of the Property as defined in Article IV.

1.12. "Common Expense Liability" shall mean the liability for Common Expenses allocated to each Lot or Cluster Living Unit pursuant to Article III, of this Declaration.

1.13. "Common Expenses" shall mean expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.

1.14. "Declarant" shall mean CROSSBOW DEVELOPMENT, INC., its successors and assigns.

1.15. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Lake Medina Reserve Homeowners' Association, Inc., including any amendments or modifications hereto.

1.16. "Development Period" shall mean the period commencing on the date of recording of this Declaration and ending on the date six (6) years thereafter within which the Declarant has the right to submit Additional Land to the terms of this Declaration.

1.17. "Dwelling Footprint" shall mean the real property within a Lot or an Envelope located directly below a Living Unit, excluding patios, decks and air conditioner pads.

1.18. "Envelope" shall mean that portion of real property upon which a single family detached Cluster Living Unit may be situated, and typically measuring 60' by 50', 70' by 45' or 70' by 50'. It shall also refer to the area within which the Owner of a Cluster Living Unit is permitted to build decks, patios, patio enclosures or other improvements approved by the Association and the Medina Township Planning Commission.

1.19. "Falcon Cluster Area" shall mean the Cluster Living Units, as depicted on the Record Plan, having ingress and egress access to either Falcon Ridge Drive or Falcon Crest Circle together with that portion of the Property that is a part of this Cluster Area as depicted on the Record Plan.

1.20. "Forest Cluster Area" shall mean the Cluster Living Units, as depicted on the Record Plan, having ingress and egress access to Forest Ridge Circle together with that portion of the Property that is a part of this Cluster Area as depicted on the Record Plan.

1.21. "Living Unit" shall mean any portion of a building situated on a Lot or Envelope designed and intended for use and occupancy as a single-family residence.

1.22. “Lot” shall mean each one of those single family lots located on Lake Forest Trail and Hunting Run Road and identified as Lots 1 through 33 on the Record Plan, which are single family lots of not less than .5 acres each.

1.23. “Member” shall mean any person or entity entitled to membership in the Association as provided herein.

1.24. “Occupant” shall mean any person in possession of any Living Unit whether or not such possession is lawful and shall include but not be limited to, an Owner’s family members, guests, invitees and permitted tenants and lessees.

1.25. “Open Space” shall mean all areas on the Record Plan designed for open space or for outdoor recreational facilities, including any bodies of water located entirely within the Property and the real property immediately adjacent thereto. Open Space specifically excludes Lots, Cluster Living Units (or their envelopes), streets and parking areas and is a subset of the Common Elements.

1.26. “Owner” shall mean the Declarant or other person or entity who owns a Cluster Living Unit or Lot, but does not include a person or entity having an interest in a Cluster Living Unit or Lot solely as security for an obligation.

1.27. “Property” or “Properties” shall mean the real estate described in Exhibit “A” attached hereto and any other property that may be made subject to the terms of this Declaration, together with any improvements made thereon.

1.28. “Record Plan” shall mean the Final Subdivision Plat for Lake Medina Reserve Subdivision, recorded in Plat Document # 2004PL000113 (Phase I) of the Medina County Recorder’s Plat Records.

## **ARTICLE II**

### **Lots and Cluster Living Units**

2.1. Description of Lot, Cluster Living Unit and Cluster Area Boundaries. The boundaries of the Lots, Cluster Living Units and Cluster Areas shall be as described on the Record Plan, which has been recorded in the Median County Recorder’s Office.

## **ARTICLE III**

### **Allocation of Allocated Interests**

3.1. Common Expense Liability. The allocation of Allocated Interests for Common Expense Liability shall be determined in accordance with the allocation of the various assessments as set forth in Article VI.

3.2. Votes in the Association. The allocation of Allocated Interests for voting purposes shall be one vote per each Lot and Cluster Living Unit.

## **ARTICLE IV**

### **Common Elements**

4.1. Description. The Common Elements shall include all portions of any open bodies of water located entirely within the Property and the real property immediately adjacent thereto, those areas identified as "Open Space" on the Record Plan, any property, owned in fee or by easement or leased to the Association and the private streets within the Property as identified on the Record Plan. These private streets are expressly declared to be easements for ingress and egress for the benefit of the Owners, Occupants and others as set forth in this Declaration. In no event shall any portion of the Lots, Cluster Living Units (or their envelopes) or real property located entirely within a Cluster Area constitute Common Elements.

4.2. Lake Forest Trail Entrance Boulevard Easement. A portion of the Common Elements, as designated on the Record Plan, shall be and is hereby made subject to an easement in favor of all Lots and Cluster Living Units for the use of all Owners for ingress and egress on, over and across Lake Forest Trail and its connecting terminus at Granger Road as shown on the Record Plan. This easement shall be appurtenant to and pass with the title to each Lot and Cluster Living Unit. The Lake Forest Entrance Boulevard shall be maintained by the Association. The Association shall also maintain, repair and replace the entrance trees and landscaping and any entrance signage.

4.3. Easements. The Common Elements shall be and are herewith made subject to the following easements in favor of the Lots and Cluster Living Units. These easements shall be appurtenant to and pass with the title to each Lot and Cluster Living Unit.

4.3.1. Access. The Common Elements shall be and are herewith made subject to a permanent non-exclusive easement for ingress and egress in favor of each Lot and Cluster Living Unit. Such easements shall be limited to the purposes for which the easements were created. A non-exclusive easement is granted to all Lots and Cluster Living Units, for the use of their Owners, Occupants, their guests and invitees, and to all police, fire and other emergency personnel, and to all similar persons, and to the local governmental authorities, but not to the public in general, to enter upon the Common Elements. Further, in no event shall the streets identified on the Record Plan as: (i) Forest Ridge; (ii) Hidden Canyon Trail; (iii) Canyon Ridge Circle; (iv) Falcon Ridge Drive; or (v) Falcon Crest Circle (collectively, the "Cluster Area Streets") constitute Common Elements. In each case, the Cluster Area Streets shall be maintained and constitute common elements of their respective Cluster Areas.

4.3.2. Cluster Area Streets. The Cluster Area Streets shall be and are herewith made subject to a permanent non-exclusive easement for ingress and egress in favor of each lot and Cluster Living Unit, for the use of their Owners, Occupants, their guests and invitees, and to all police, fire and other emergency personnel, and to all similar purposes, and to the local government authorities, but not to the public in general, to enter upon the Cluster Area Streets in the performance of their duties.

4.3.3. Surface Water Management. The Common Elements shall be and are hereby made subject to easements in favor of the Lots and Cluster Living Units for the maintenance of drainage from and to any storm sewers or open bodies of water within the Record Plan. The Association shall

maintain and administer the surface water management system in accordance with the guidelines as may be promulgated from time to time by the Township of Medina and/or the County of Medina. The Association shall have primary responsibility for the maintenance of the retention ponds and any other bodies of water as depicted on the Record Plan. No Owner shall do anything within a Lot, Cluster Living Unit (or its Envelope) or Living Unit that shall unreasonably increase the flow of surface water.

4.3.4. Utilities. The Common Elements shall be subject to an easement in favor of the Lots and the Cluster Living Units for the installation, operation of all utilities.

4.3.5. Development Rights. The Common Elements shall be subject to certain easements and development rights in favor of the Additional Land and the Declarant, as set forth in Article XV.

4.4. Owner's Delegation Rights. Any Owner may delegate his or her easement rights and rights of enjoyment to the Common Elements to any Occupants, and any guests, invitees, and permitted tenants or lessees thereof. Any Owner who has permissibly leased his or her Lot or Cluster Living Unit shall be deemed to have delegated such rights. Any such delegation, however, shall be in accordance with and subject to reasonable rules, regulations and limitation as may be adopted by the Association.

4.5. Limitation on Easements. All easements and rights granted herein are subject to:

4.5.1. Restrictions set forth in this Declaration;

4.5.2. Any rules and regulations adopted by the Association and the right to enforce such rules and regulations;

4.5.3. The right of the Association to levy assessments for the Common Expenses and other assessments as set forth herein;

4.5.4. All rights granted to the Association in this Declaration,

4.5.5. Development Rights and Special Declarant Rights as set forth in Articles XIII and XIV.

4.6. Open Spaces. The following restrictions shall be applicable to any spaces defined as "Open Spaces" herein.

4.6.1. No Owner or Member has any rights in or to Lake Medina except those that the general public may enjoy.

4.6.2. The Association assumes no responsibility for any activities in, upon or around any Open Space, including, but not limited to, Lake Medina. Any person using the same assumes all risk of death, personal injury or property damage in any nature, type or form. Unless otherwise expressly approved by the Board, any lake, pond or other body of water within the Common Elements shall not be used for boating, swimming, wading or other use requiring entry into said water by any person, device or implement, nor shall any person dump refuse into or otherwise pollute said bodies of water and the area surrounding them.

4.6.3. All Members and Occupants shall have the right to enter upon the grounds of the Common Elements (other than land belonging to the Owner of a Lot or Cluster Living Unit and subject to the reasonable limitations and restrictions of any Cluster Homeowners' Association) for the purpose of enjoyment of Open Spaces and for the purpose of ingress and egress to any Open Space.

4.6.4. Except as Declarant may deem necessary or desirable to facilitate the construction of buildings, structures, improvements and facilities in the Common Elements, and except in an emergency to preserve the safety of occupants and property within the Common Elements, no tree in any Common Elements shall be removed without the express authorization of the Architectural Review Committee which, in its discretion, may adopt rules and regulations regarding the preservation of trees and other natural resources and wildlife in the Common Elements.

## **ARTICLE V**

### **Homeowners' Association**

5.1. Formation. The Declarant has caused to be chartered in accordance with Chapter 1702 of the Ohio Revised Code, a nonprofit corporation named Lake Medina Reserve Homeowners' Association, Inc. The purposes for the Association are to provide for the administrative governance, maintenance and upkeep of the Property and to promote the health, safety and welfare of the Owners and Occupants of the Property.

5.2. Membership. The membership of the Association shall at all times consist exclusively of Owners. All Owners shall be Members. Membership shall be appurtenant to and may not be separated from such ownership.

5.3. Powers of the Association. Subject to Development Rights and Special Declarant Rights hereinafter set forth, the Association may:

5.3.1. Adopt and amend a Code of Regulations for the government of the Association, the conduct of its affairs and the management of the Property;

5.3.2. Adopt rules and regulations for the use and occupation of the Common Elements and to enforce violation of its rules and regulations and the provisions and restrictions of the Declaration as against the Owners and Occupants;

5.3.3. Adopt rules and regulations, subject to the approval of the Medina Township Zoning Commission, for the use and occupation of the Open Space and to enforce violation of its rules and regulations and the provisions and restrictions of the Declaration as against the Owners and Occupants

5.3.4. Adopt and administer architectural standards, not inconsistent with these Declarations, and enforce violations thereof;

5.3.5. Adopt and amend budgets for revenues, expenditures and reserves and levy and collect Assessments from Owners;



- 5.3.6. Hire and discharge managing agents and other employees, agents and independent contractors;
- 5.3.7. Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Property;
- 5.3.8. Make contracts and incur liabilities;
- 5.3.9. Regulate the use, maintenance, repair, replacement and modification of the Common Elements and those portions of the Lots and/or Cluster Living Units for which the Association has maintenance responsibility and other rights as set forth herein;
- 5.3.10. Cause additional improvements to be made as part of the Common Elements;
- 5.3.11. Cause additional improvements to be made as part of the Open Space, subject to the approval of the Medina Township Zoning Commission;
- 5.3.12. Acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property;
- 5.3.13. Grant easements, licenses and concessions through or over the Common Elements;
- 5.3.14. Grant easements, licenses and concessions through or over the Open Space, subject to the approval of the Medina Township Zoning Commission;
- 5.3.15. Impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements and for services provided to Owners;
- 5.3.16. Impose charges for late payments of Assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the Declarations, Code of Regulations and Rules and Regulations of the Association;
- 5.3.17. Impose reasonable charges for the preparation and recordation of amendments to the Declaration (which amendments shall have been approved by the Medina Township Zoning Commission) or for statements of unpaid Assessments;
- 5.3.18. Provide for indemnification of its officers and Board of Directors and maintain directors' and officers' liability insurance;
- 5.3.19. Assign its right to future income, including the right to receive Assessments;
- 5.3.20. Exercise any other powers conferred by the Declaration, Code of Regulations or Articles of Incorporation;
- 5.3.21. Exercise all other powers that may be exercised in this State by not for profit corporations; and
- 5.3.22. Exercise any other powers necessary and proper for the governance and operation of the Association.

5.4. Voting Rights. Members shall be entitled to vote on matters properly before them in accordance with this Article and the laws of the State of Ohio.

5.5. Number of Votes. Each Lot and each Cluster Living Unit shall have one (1) vote. If only one of several Owners for a Lot or a Cluster Living Unit is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot or Cluster Living Unit. If more than one of the Owners is present, the vote allocated to that Lot or Cluster Living Unit may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts the vote allocated to that Lot or Cluster Living Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot or Cluster Living Unit. The Association may adopt rules regarding deadlocks. No votes allocated to any Lots or Cluster Living Units owned by the Association may be cast.

5.6. Proxies. A vote allocated to a Lot or a Cluster Living Unit may be cast pursuant to a proxy duly executed by an Owner. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one (1) year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering a Lot or Cluster Living Unit, its presentation to the Board of a copy of the mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of a Lot or a Cluster Living Unit. Unless expressly reserved, and the Association is notified of such reservation, a land contract vendee as defined in Chapter 5313 of the Revised Code, shall be deemed the proxy of a land contract vendor for purposes of this section.

5.7. Annual Meeting. A meeting of the Members of the Association must be held at least once each calendar year.

5.8. Management Agent. The Board may employ for the Association a professional management agent or agents at compensation established by the Board to perform such duties and services, as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, certain powers granted to the Board by this Declaration. The Declarant, or an affiliate of the Declarant, may be employed as a managing agent or manager. No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without termination fee on thirty (30) days or more written notice.

5.9. Cluster Homeowners' Associations. Each of the Cluster Areas shall form a Cluster Homeowner's Association that shall promulgate additional declarations, rules and regulations for their respective Cluster Area.

5.9.1. Formation. Each of the Cluster Areas shall form their respective Cluster Homeowners' Association not later than at that point in time when 25% or more of the Cluster Living Units of each respective Cluster Area have been transferred to owners.

5.9.2. No such Cluster Homeowners' Association shall have any rights to control, in any nature, type or form, any of the Common Elements, except those that lie exclusively within their Cluster Area. Any rules or regulations, by-laws and codes of regulation of any such Cluster Homeowners' Association shall require the prior approval of the Board.

5.9.3. Assessments. Each such Cluster Homeowners' Association shall have the power to make assessments upon the Cluster Living Unit located within their respective Cluster Areas. In no event shall any Cluster Homeowners' Association have any right or power to assess any Lot or Cluster Living Unit not located within their respective Cluster Area.

5.9.4. Common Elements. No Cluster Homeowners' Association shall have any right to restrict the access of any Owner or Occupant of the Property to any Common Element, even if such Common Element is located exclusively within such Cluster Area.

5.9.5. Conflict. In the event of a conflict between the rules, regulations, declarations or code of regulations of any Cluster Homeowners' Association and these Declarations or the rules, regulations or Code of Regulations of the Board, these Declarations and the rules, regulations or Code of Regulations of the Board shall in every event be controlling.

## **ARTICLE VI**

### **Assessments**

6.1. Establishment of Assessments. There are hereby established for the benefit of the Association, its successors and assigns, as a charge on each Lot and each Cluster Living Unit, certain Assessments for Common Expenses and other expenses. Each Owner, by acceptance of a deed, covenants and agrees to pay such Assessments.

6.2. Purpose of the Assessments. The Assessments are established for the benefit and use of the Association and shall be used in covering the costs of its Common Expenses and for other such purposes as hereinafter set forth.

6.3. Annual General Assessment. There is hereby established an Annual General Assessment for the purpose of providing for the Common Expenses of the Association. The Common Expenses shall be, but not limited to: (1) operation, maintenance, repair and replacement of the Common Elements as required by this Declaration; (2) the cost of surface water management; (3) unless otherwise determined by the Board, the cost of any insurance required by this Declaration; (4) reasonable reserves for contingencies and replacement; (5) administrative, accounting, legal and management fees; and (6) all other costs and liabilities incurred by the Association in the exercise of its powers and duties pursuant to this Declaration.

6.4. Working Capital Fund; Initial Assessment. At the time of the closing of the sale of a Lot or Cluster Living Unit from the Declarants or a Builder, the purchaser of such Lot or Cluster Living Unit shall be assessed the sum of \$250.00 as such purchaser's initial capital contribution to the working capital fund of the Association ("Working Capital Fund Assessment"). The Association shall use this Assessment for its operating expenses. This Assessment is not an advance payment of the Annual General Assessment, and it will not be held in any sort of trust or reserve account. Builders shall not be subject to such Working Capital Fund Assessment.

6.5. Individual Assessment. The Board shall have the right to assess an individual Lot or Cluster Living Unit for any of the following:

6.5.1. any costs incurred or charges assessed by the Association in the performance of any maintenance in accordance with Article VII.

6.5.2. any charges or fines imposed or levied in accordance with Article VIII.

6.5.3. any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner or Occupant or their family, permitted tenants, guests or invitees, including attorney fees, court costs and other expenses incurred to obtain access to the subject Lot or Cluster Living Unit.

6.5.4. any costs associated with the enforcement of, or the performance by the Association under, this Declaration or the Rules and Regulations of the Association, including, but not limited to attorneys fees, witness fees and costs, and court costs.

6.5.5. any costs or expenses arising from the Common Expense Liability.

6.6. Special Assessments. In addition to the other Assessments authorized herein, the Association may levy Special Assessments in any fiscal year; provided, however, in no event shall the total amount of Special Assessments allocable to each Lot or Cluster Living Unit exceed twenty percent (20%) of the Annual General Assessment for that fiscal year. Any Special Assessments which would cause the amount of Special Assessments allocable to any Lot or Cluster Living Unit to exceed this limitation shall be effective only if approved by a majority vote of the Members present and voting at a meeting duly called for such purpose. Special Assessments shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessment is imposed.

6.7. Computation and Payment of Annual General Assessment. The Annual General Assessment shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Code of Regulations. This Assessment shall be effective as to each Lot and Cluster Living Unit on the first day of the Association's fiscal year. With respect to Lots and/or Cluster Living Units added during the fiscal year this Assessment shall be effective of the month following the filing of the Supplemental Declaration for such Cluster Living Unit prorated to the end of the Association's fiscal year. So long as there has been no default in payment of the Assessment, it shall be payable in monthly installments due on the first day of each month. The Board shall have the power from time to time to adopt such billing, collection and payment procedures, charges and other payment time schedules, as it deems appropriate.

6.8. Maximum Annual Assessment. Beginning with the recording of this Declaration and until December 31, 2005, the maximum Annual General Assessment shall be Two Hundred Fifty (\$250.00) Dollars. Beginning with Assessments levied as of January 1, 2006, and annually thereafter, the Board, without a vote of the Owners, may increase or decrease the Annual General Assessment. If the Board increases the Annual General Assessment, then, within Thirty (30) days of notice of such increase, Members in good standing exercising ten percent (10%) of the voting power of the Association, may petition the Board for a special meeting of the Association

to reconsider such increase. At such meeting, the Members in good standing, in person or by proxy, exercising sixty-six and two thirds percent (66-2/3%) of voting power of the Association, may vote to reduce the increase by any amount therein proposed, but not lower than the previous year's maximum amount.

6.9. Allocation of Assessments. The Annual General Assessment shall be allocated equally to each Lot and Cluster Living Unit. The other Assessments shall be allocated as applicable to the respective Lot and Cluster Living Unit as determined by the Board.

6.10. Lien for Assessments. The Association shall have a lien for any Assessment levied against a Lot or Cluster Living Unit, for fines imposed against an Owner or Occupant, and for interest, costs and reasonable attorney fees.

6.10.1. Creation. The lien for Assessments is herewith created by this Declaration and shall be a charge and a continuing lien on each Lot or Cluster Living Unit, which shall run with the land. All persons or entities acquiring an interest in a Lot or Cluster Living Unit after the filing of this Declaration take such interest subject to the lien.

6.10.2. Effective Dates. The lien for the Common Expense Liability for each Lot or Cluster Living Unit as set forth in the Annual General Assessment shall be effective on the first day of the fiscal year of the Association. The lien for other Assessments shall be effective on the first day of the month following the notice of its levy on the Owners affected.

6.10.3. Perfection. Recording of this Declaration constitutes notice and perfection of the Lien.

6.10.4. Notice of Lien. The Association may file a notice of lien with the Recorder of Medina County. Such notice shall not be required for the Association to enforce its lien.

6.10.5. Priority of the Lien. Any lien created by this Section shall be prior to all liens and encumbrances recorded subsequent to this Declaration except the lien for real estate taxes and assessments and the lien of any first mortgage filed of record.

6.10.6. Subordination and Mortgagee Protection. Notwithstanding any of the provisions hereof to the contrary, the lien of any Assessment levied pursuant to this Declaration (and any late charges, interest, costs and attorney fees) shall be subordinate to, and shall in no way affect the rights of the holder of a first mortgage made in good faith for value received; *provided, however*, that such subordination shall apply only to Assessments, or installments thereof, which have become due and payable prior to the date of a Sheriff's sale of a Lot or Cluster Living Unit pursuant to a foreclosure or the date of a deed in lieu of foreclosure. Such sale or transfer shall neither relieve the mortgagee or the purchaser of a Lot or Cluster Living Unit at such sale from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment. Mortgagees are not required to collect Assessments on behalf of the Association.

6.10.7. Extinguishment of the Lien. A lien for unpaid Assessments is extinguished unless proceedings to enforce it are instituted within five (5) years after the full amount of the Assessment becomes due. If an Owner of a Lot or Cluster Living Unit subject to a lien files a petition for relief under the United States Bankruptcy Code, then the period of time to enforce

the Association's lien shall be tolled until thirty (30) days after the automatic stay under Section 362 of the Bankruptcy Code is lifted.

6.10.8. Estoppel Certificate. Upon request of any mortgagee or Owner and upon payment in full of all Assessments and other charges permitted by this Declaration that are due to the Association, the Association shall execute and deliver to such mortgagee or Owner an Estoppel Certificate. Such Estoppel Certificate shall be in recordable form and shall note the payment of the outstanding Assessments and charges and that the Association is estopped from the enforcement of its lien with respect to Assessment and charges becoming due and payable prior to the date of the Estoppel Certificate. The Association may charge a reasonable fee for the preparation of such certificate.

6.10.9. Delinquency and Acceleration. Any installment of an Assessment provided for by this Declaration shall become delinquent if not paid on the due date as established by this Declaration or by the Board. With respect to each installment of an Assessment not paid within five (5) days of its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, costs of collection, reasonable attorney fees and interest at the rate provided in Section 1343.03 of the Ohio Revised Code (and as amended from time to time). Interest shall be calculated from the date of delinquency to the date the Association receives payment in full. Any payments received for delinquent assessments shall be applied first to interest, next to late fees and costs of collection, and last to principal. If any installment of an Assessment is not paid within thirty (30) days of its due date, the Board may, at its election, declare due all of the unpaid balance of the Assessment without further notice or demand to the Owner. The Association may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law or this Declaration. The filing of any petition for relief pursuant to the United States Bankruptcy Code by an Owner whose Assessment has been accelerated shall operate as a restoration of the Assessment to its prior status as if it has not been accelerated.

6.10.10. Remedies Cumulative. A suit to recover money judgment for unpaid Assessments and charges may be maintained without foreclosing or waiving the right to enforce the lien. A foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

6.10.11. Personal Obligation. The Assessments, including fines, if any, payable by each Owner, together with any penalty, interest, costs and reasonable attorney fees shall be the personal obligation of the Owner of the Lot or Cluster Living Unit at the time incurred.

6.10.12. Statement of Unpaid Assessments. The Association shall upon written request of the Owner, contract purchaser, or first mortgagee, furnish a statement setting forth the amount of unpaid Assessments against a Lot or Cluster Living Unit. This statement must be furnished within twenty (20) business days after receipt of the request and is binding on the Association, the Board and every Owner. The Association may charge a reasonable amount for this statement.

6.10.13. No Waiver of Liability for Common Expenses. No Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot or Cluster Living Unit against which the Assessments are made.

## **ARTICLE VII**

### **Upkeep of the Property**

7.1. Maintenance Responsibility. Notwithstanding the ownership of the various portions of the Common Elements, Lots and Cluster Living Units, the Properties shall be maintained and repaired by each Lot and Cluster Living Unit Owner and the Association in accordance with the provisions of this Section 7.1. The Association may, from time to time, redesignate the areas of maintenance responsibility hereinafter set forth.

7.1.1. Association's Area of Responsibility. The Association shall be responsible for maintenance of all portions of the Common Elements.

7.2. Association's Option to Maintain. The Association may provide maintenance services to the Owners on an optional basis at such fees as set by the Board. The Association shall charge each Lot or Cluster Living Unit Owner for such services and such charge shall be an Individual Assessment pursuant to Article VI.

7.3. Association's Right to Maintain. In the event that an Owner shall fail to provide maintenance as required by this Declaration in a manner satisfactory to the Association and such Owner has failed to comply for ten (10) days after being so notified of such failure and upon being provided an opportunity to be heard concerning such failure, then the Association shall have the right, through its agents and employees, to enter upon said Lot, Envelope or Cluster Living Unit and repair, maintain and restore the Lot, Envelope or Cluster Living Unit or any other improvement erected thereon. In the event that such failure poses a health, safety or security risk, then no notice or hearing need be given. The cost of such exterior maintenance and repair (including charges incurred by the Association for attorney's fees, court costs and other expenses incurred to obtain access to the subject Lot, Envelope or Cluster Living Unit) shall be assessed against the subject Lot or Cluster Living Unit in accordance with Article VI.

7.4. Access to Lots or Envelopes. For the purpose solely of performing the exterior maintenance required or authorized herein, the Association, through its duly authorized agents or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or Envelope or the exterior of any Living Unit at reasonable hours on any day. No notice is required for grass cutting or snow plowing.

7.4.1. Covenant of Good Maintenance. Each Owner shall keep and maintain his Lot or Envelope and all improvements, buildings and structures therein or thereon, in a clean and safe condition and in good order and repair, including, but not limited to, the seeding watering and mowing of all lawns; the pruning and cutting of all trees, shrubbery and grass, the painting (or other appropriate external care) of all buildings, structures and other improvements located thereon, and the absence of conditions constituting violations of applicable building, fire and health codes, all in a manner and with such frequency as is consistent with good property management. In the event that any improvement, building or structure on any Lot or Envelope shall be damaged or destroyed by any event, casualty or occurrence, whether intentional or unintentional, the Owner thereof promptly shall either (a) commence the repair or rebuilding of said improvement following such damage or destruction and thereafter diligently and continuously

complete the same, or (b) raze said improvement, building or structure and remove all rubble and debris from the area within sixty (60) days following such damage or destruction.

7.4.2. Residential Use. Each Lot or Cluster Living Unit shall be used for single-family residential dwelling unit purposes in conformity with the terms and conditions contained in this Declaration. Nothing in this section shall prohibit any Builder from utilizing any Lot or Cluster Living Unit as a model unit, sales office or general office in connection with the construction and sale of residences or the development of the Property.

7.4.3. No Further Subdivision. In no event shall the Owner of any Lot or Cluster Living Unit, nor any Cluster Homeowners' Association be permitted to further subdivide any Lot or Cluster Living Unit. No use may be made of any roadway on the Property other than to provide access to an Owner's private dwelling. No Owner shall provide access across a Lot or Cluster Living Unit (or its Envelope) to any adjacent Lot or Cluster Living Unit (or its Envelope) unless for limited use and in conjunction with owner's single family dwelling. No Lot or Cluster Living Unit (or its Envelope) shall be used to obtain access to water, sewer, other utilities or roadways for the purpose of servicing any other Lot or Cluster Living Unit (or its Envelope).

## **ARTICLE VIII**

### **Restrictions**

8.1. Use and Occupancy. The following are applicable to the Use and Occupancy of all portions of the Property, including each Lot and Cluster Living Unit (and its Envelope) and all Common Elements.

8.1.1. No Waste. Nothing shall be done or kept on the Property that will increase the rate of insurance for the Property or any part thereof applicable for permitted uses without the prior written consent of the Board, including without limitation any activities that are unsafe or hazardous with respect to any person or property. No person shall permit anything to be done or kept on the Property which will result in the cancellation of any insurance on the Property or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be committed on the Common Elements.

8.1.2. Compliance with Laws. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner or the Association (whichever shall have the obligation for the upkeep of such portion of the Property) and, if the Association, then the cost of such compliance shall be a Common Expense.

8.1.3. Harmful Discharges. There shall be no emissions of smoke, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere (other than normal residential chimney emissions), no production, storage or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground or any body of water, if such emission, production, storage or discharge may adversely effect the use or intended use of any portion of the Property or may adversely effect the health, safety or comfort of any person.



No waste nor any substance or materials of any kind shall be discharged into any public sewer serving the Property or any part thereof in violation of any regulation of any public body having jurisdiction over such public sewer.

8.1.4. Noise. No person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property.

8.1.5. Obstruction of Common Elements. No person shall obstruct any of the Common Elements or otherwise impede the rightful access of any other person on any portion of the Property upon which such person has the right to be. No person shall place or cause or permit anything to be placed on or in any of the Common Elements without the approval of the Board. No Structure (as defined by the Medina Township Zoning Ordinance) shall be altered or constructed in or removed from the Common Elements or Open Space except with the prior written approval of the Board and the Medina Township Zoning Commission.

8.1.6. Use of Common Elements. The Common Elements shall be used only for the furnishing of the services and facilities for which the same is reasonably suited and which are incident to the use and occupancy of the Lots or Cluster Living Units. The improvements located on the Common Elements shall be used only for their intended purposes. Except as otherwise expressly provided in this Declaration, no Owner shall make any private, exclusive or proprietary use of any of the Common Elements.

8.1.7. No Trade or Business. No trade or business of any kind may be conducted in or from any Lot or Cluster Living Unit except that an Owner or Occupant of a Lot or Cluster Living Unit may conduct such business activity within the Lot or Cluster Living Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Lot or Cluster Living Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming on to the Lot or Envelope who do not reside therein; and (d) the business activity is consistent with the residential character of the Property.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full-time or part-time; (ii) such activity is intended to or does generate a profit; (iii) a license is required thereof.

8.1.8. Signs. No signs of any character shall be erected; posted or displayed on the Property, except: (i) marketing signs installed by the Declarant or Builder while actively marketing Lots or Cluster Living Units for sale; (ii) entrance, street and identification signs installed by the Declarant or the Association; and (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Lot or Cluster Living Unit is currently for sale.

8.1.9. Trash. No lumber, metals, bulk material, refuse or trash shall be burned, whether in indoor incinerators or otherwise (excluding the burning of wood in an indoor or outdoor fireplace), kept, stored or allowed to accumulate on any portion of the Property, except (i) normal residential accumulation pending pick-up, (ii) building materials during the course of construction or reconstruction of any building or structure, and (iii) firewood which may be stored on a Lot or in an Envelope in such a manner as will not create a nuisance or annoyance to other Owners. If trash or other refuse is to be disposed of by being picked up and carried away on a regular recurring basis, containers may be placed and permitted to remain in the open only on any day that a pick-up is to be made or the evening prior thereto, so as to provide access to persons making such pick-up. At all other times such containers shall be stored in garages or in other interior areas expressly designated by the Association for such purpose. No dumping shall be permitted on any part of the Property.

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

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

8.1.12. Fences. Except for any fence installed by the Declarant or by the Association, no fence shall be installed except with the written approval of the Board and the Medina Township Zoning Commission. No fence may be installed by the Declarant or by the Association in the Open Space unless it is necessary to facilitate or enhance the use of such Open Space, subject to the approval of the Medina Township Zoning Commission. In no event shall any fence shall be installed within any of the Open Space for an Owner's personal use.

8.1.13. Parking; Vehicle Repairs. Except in connection with construction activities, trucks, trailers, campers, recreational vehicles, boats, commercial vehicles and other large vehicles may be parked on the Property only if in garages. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Property. Vehicle repairs and storage of vehicles are not permitted on the Property. No overnight vehicles shall be allow to remain on the Property. No motor vehicles shall be driven on the Common Elements, except such vehicles as are authorized by the Board and needed for upkeep of the Common Elements. This prohibition does not apply to normal vehicular use of streets, roadways, and driveways in the Common Elements.

8.1.14. Timeshare. No Lot or Cluster Living Unit shall be subjected to or used for any timesharing, cooperative, licensing or other arrangement that would entail weekly, monthly, or any other type of revolving or periodic occupancy by multiple Owners, cooperators, licensees, or timesharing participants.

8.1.15. Animals. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot, Envelope or upon the Common Elements, except that the keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds) without the approval of the Board, is permitted, subject to the Rules and Regulations adopted by the Board and provided such pets are not kept or maintained for commercial purposes or for breeding. Any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days written notice from the Board. Pets shall not be permitted upon the Common Elements unless accompanied by someone who can control the pet and unless carried or leashed. Any Owner or Occupant who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Owner and the Declarant, free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets that may leave a Lot or Envelope shall be inoculated as required by law. All Owners and Occupants shall collect all pet droppings immediately.

8.1.16. Open Fires. Open burning is not permitted on the Property, except that outdoor fireplaces, grills and chimneys may be used if equipped with fire screens to prevent the discharge of embers or ashes.

8.1.17. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot or Envelope.

8.2. Leasing. No leasing for any period of any Living Unit is permitted without the prior written consent of the Board. In no event shall any lease, even if approved of by the Board, extend for a term of more than twelve (12) months.

8.2.1. Within thirty (30) days of occupancy by a tenant, the name and telephone number of the tenant, together with a clear and complete copy of the lease must be furnished to the management company or to an officer or Director of the Association;

8.2.2. Remedies for Breach. If any Owner (landlord) or Occupant is in violation of any of the provisions of the Declaration and any rules and regulations, the Association may bring an action in its own name and/or in the name of the Owner to have the tenant evicted and/or to recover damages. If the court finds that the tenant is or has violated any of the provisions of the Declaration or the rules and regulations, the court may find the tenant guilty of forcible detainer notwithstanding the facts that the Owner is not a party to the action and/or that the tenant is not otherwise in violation of tenant's lease or other rental agreements with Owner. For purposes of granting the forcible detainer against the tenant, the court may consider the Owner a person in whose name a contract (the lease or rental agreement) was made for the benefit of another (the Association). The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies of the Association. The Association may recover all of its costs, including court costs and reasonable attorney's fees, and such costs shall be an Assessment on a Lot or Cluster Living Unit. The Association will give the tenant and the Owner notice in writing of the nature of the violation of the rules, and 20 days from the mailing of the notice in which to cure the violation before the Association may file for eviction.

8.2.3. By becoming a tenant, each tenant agrees to be bound by the Declaration and the other rules and regulations of the Association, and recognizes and accepts the right and the power of the Association to evict the tenant for any violation by the tenant of the Declaration and the other rules and regulations of the Association.

8.3. Remedies for Breach of Covenants and Restrictions. The violation of any covenant or restriction contained in the Declaration or violation of any rule or regulation duly adopted by the Board shall give the Board the authority to enforce the covenants, restrictions, rules and regulations in accordance with this Section.

8.3.1. Actions. In addition to the provisions of Subsection 8.2, the Board may take any of the following actions.

8.3.1.1. levy a fine against the Owner or Occupant which shall also be an Assessment under Article VI.

8.3.1.2. enter upon a Lot or Envelope or portion thereof upon which or, as to which, such violation or breach exists and to summarily abate and remove at the expense of the Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, and the Board, or its agents shall not be thereby deemed guilty in any manner of trespass or wrongful act.

8.3.1.3. institute appropriate legal proceedings to enjoin, abate or remedy the continuance of any breach.

8.3.1.4. undertake such dispute resolution methods such as mediation and arbitration, except that this provision shall not be construed as any requirement to do so as a condition precedent to legal proceedings.

8.3.2. Notice and Opportunity to be Heard. Prior to any action, the Board shall give the Owner and/or Occupant reasonable notice of the violation and an opportunity to be heard. Such notice and opportunity shall not be required in emergency situations or for repeated or continuing violations.

8.3.3. Individual Actions. Each Owner is empowered to enforce the covenants by appropriate legal proceedings or alternative dispute resolution methods.

## **ARTICLE IX**

### **Architectural Review**

9.1. Applicability. No structure, Living Unit, addition, fence, shed, sign, wall or other improvement (collectively, "Improvements") shall be erected, placed, or altered within the Property until the plans and specifications showing the nature, kind, shape, heights, materials, colors, and location of the same, and the topography, landscaping, lighting and other improvements relating thereto have been submitted to the Architectural Review Committee ("ARC") for review and have been approved by (i) the ARC in writing and (ii) by Medina Township and/or Medina County as required by the Building and Zoning Code of the Township

or County. The ARC's written approval of plans and specifications must be obtained before the plans and specifications are submitted to Medina Township and/or Medina County for approval and for building permits. All fees for architectural review shall be paid by the applicant. Responsibility for architectural review of the plans and specifications for any Improvements shall be retained by the Declarant until all Living Units within the Property have been constructed or such earlier time as the Declarant shall desire to relinquish such responsibility. For so long as the Declarant retains responsibility for architectural review of the plans and specifications for any Improvements, the ARC shall consist of only the Declarant or any others appointed by the Declarant. Until responsibility for architectural review under this Section is transferred from the Declarant to the Board, the Declarant shall have the sole power and authority to appoint and discharge members of the ARC, in such numbers as the Declarant shall desire. Upon transfer of the responsibility described in this Section, the Board shall appoint three (3) persons, two (2) of whom shall be Owners and one (1) of whom may (but need not) be an Owner to replace the Declarant on the ARC.

9.2. Scope of Review. Review and approval of any application pursuant to this section shall be made on the basis of aesthetic considerations only, and none of the Declarant, the Association, the Board or the ARC shall bear any responsibility for insuring the marketability, structural integrity or soundness of approved construction or modifications, nor for insuring compliance with building codes and other governmental requirements. None of the Declarant, the Association, the Board, the ARC or any member of the foregoing shall be held liable for any injury, damages or loss arising out of either (i) the manner or quality of approved construction or modifications or (ii) any failure or delay in the approval of any plans and specifications. The ARC shall have the right to establish, and to modify from time to time, guidelines and building requirements and standards applicable to the Property and to establish, and to modify from time to time, procedures, standards and guidelines regarding the submission of plans and specifications for approval ("Architectural Standards"); provided, however, the ARC shall have no authority to change any of the architectural restrictions imposed by the Record Plan without prior consent of the Medina Township Zoning Commission. The Architectural Standards shall interpret and implement the provisions of this Declaration by setting forth the standards and procedures for architectural review and guidelines for architectural design, color schemes, exterior finishes and materials and similar features which may be used in the Property.

9.2.1. Application for Approval of Improvements. Any Owner, except the Declarant, who wants to make an Improvement shall notify the ARC in writing of the nature of the proposed work and shall furnish such information as may be required by the Architectural Standards or reasonably requested by the ARC.

9.2.2. Basis for Approval of Improvements. The ARC may approve the proposal only if the ARC finds that (i) the plans and specifications conform to this Declaration, to the Architectural Standards in effect at the time that the proposal was submitted and to the Medina Township Zoning Commission standard then in effect, if any; and (ii) the proposed Improvement will be consistent with the standards within the Property as to the quality of workmanship and materials, harmony of exterior design and visibility with respect to existing structures, environment, location with respect to topography, and finished grade elevations.

9.2.3. Form of Approvals and Denials. All approvals and denials shall be in writing. Any denial of a proposal must state the reasons for the decision to be valid. Any proposal which has not been rejected in writing within ninety (90) days from the date of submission shall be deemed approved.

9.2.4. Proceeding With Work. Upon approval of the ARC, the Owner shall diligently proceed with the commencement and completion of the construction of the Living Unit so approved. As to the construction of the Living Unit, work must be commenced within six (6) months from the date of the approval. If the Owner fails to comply with the provisions of this Section, the approval given shall be deemed revoked unless the ARC extends the time for commencement. Any request for an extension shall be in writing. No extension shall be granted unless the ARC finds that there has been no change in the circumstances under which the original approval was granted. For approval of the original construction of any Living Unit, such work must be completed within sixteen (16) months from the approval of the ARC.

9.2.5. Failure to Complete Work. Completion of any work approved, other than the construction of a Living Unit, must occur in the two (2) month period following the approval of the work unless the ARC determines that completion is impossible or would result in great hardship to the Owner due to strike, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Owner or his agents. If the Owner fails to complete the work within the two (2) month period, the ARC shall proceed in accordance with the provisions of section 9.2.7 below.

9.2.6. Determination of Compliance. Any work performed, whether or not the Owner obtained proper approvals, shall be inspected and a determination of compliance shall be made as follows:

9.2.6.1. Upon the completion of any work performed by an Owner for which approval was required, the Owner shall give written notice of completion to the ARC. If the Owner fails to give the notice of completion of work performed for which approval was required, the ARC may proceed upon its own motion.

9.2.6.2. Within sixty (60) days of the notice of completion, the ARC shall inspect the work performed and determine whether it was performed in substantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial compliance with the approval granted or if the ARC finds that the approval required was not obtained, the ARC shall notify the Owner in writing of the non-compliance. The notice shall specify the particulars of non-compliance and shall require the Owner to remedy the non-compliance.

9.2.7. Failure to Remedy the Non-Compliance. If the ARC has determined that an Owner has not constructed an Improvement consistent with the specifications of the approval granted and if the Owner fails to remedy such non-compliance in accordance with the provisions of the notice of non-compliance, then after the expiration of thirty (30) days from the date of such notification, the ARC shall provide a hearing to consider the Owner's continuing non-compliance. At the hearing, if the ARC finds that there is no valid reason for the continuing non-compliance, the ARC shall determine the estimated cost of correcting it. The ARC shall then require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the ARC's determination. If the Owner does not comply with the ARC's ruling within such

period or within any extension of such period as the ARC, in its discretion, may grant, the ARC may either remove the non-complying Improvement or remedy the noncompliance. The costs of such action shall be assessed against the Owner as an Individual Assessment.

9.2.8. Waiver. Approval of any plans, drawings or specifications for any work proposed, or for any other matter requiring approval, shall not be deemed to constitute a waiver of any right to deny approval of any similar plan, drawing specification or matter subsequently submitted for approval.

9.2.9. Estoppel Certificate. Within thirty (30) days after written demand is delivered to the ARC by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Association), the ARC shall record an estoppel certificate, executed by any two (2) Directors certifying that as of the date thereof, either: (a) the work completed complies with this Declaration or (b) the work completed does not comply. In the latter situation, the certificate shall also identify the particulars of the non-compliance. Any successor in interest of the Owner shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between the Association, Declarant and all Owners and such persons deriving any interest through any of them.

9.2.10. Liability. If the members of the ARC have acted in good faith on the basis of such information possessed by them, neither the ARC, the Board nor any member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (b) the construction or performance of any work whether or not pursuant to approved plans, drawings, and specifications; or (c) the execution and filing of any estoppel certificate, whether or not the facts therein are correct.

9.2.11. Non-Applicability to Declarant. The provisions of this Article shall not apply to any Lot or Cluster Living Unit owned by Declarant or prior to its first conveyance of a Lot or Cluster Living Unit to an Owner.

9.3. Record Plan Restrictions. The restrictions contained in the Record Plan and any zoning and building requirements of Medina Township and Medina County, as may be amended from time to time by either entity, are incorporated as if fully rewritten herein.

9.4. Other Restrictions. The following restrictions apply to the Property or any part thereof:

9.4.1. Dwelling Floor Areas. The living area of the Living Unit on any Lot, exclusive of porches, decks, attics, basements (including walkout basements), areas not heated year round and garages shall be no less than 3,000 square feet, which Living Unit on any Lot shall be set back from any boundary line not less than seventy-five (75) feet from the front boundary line, thirty (30) feet from the back boundary line and fifteen (15) feet from any side boundary line. The Board, in its sole discretion, may allow a deviation from the foregoing set back requirements where the physical topography and location of a Lot will make compliance with the foregoing requirements physically impossible or unreasonable. Where two or more adjacent Lots are acquired and used to construct a single Living Unit, the boundary lines and setback restrictions refer only to those side lines bordering on adjacent Lots owned by another Owner.

9.4.2. For Cluster Living Units: Each Cluster Living Unit shall have a minimum of 1400 square feet for any Living Unit, including a minimum of 1400 square feet on the first floor.

9.4.3. Roof Requirements. The roof and gables of each Living Unit shall be no less than 8 - 12 pitch. All roofs on the permanent dwellings and structures shall be the split cedar shake variety, flat-shakes, or multilayered asphalt shingle, or an acceptable substitute; all roofs shall have at least a 12" overhang. A sample of roofing materials shall be submitted to the ARC.

9.4.4. Color Schemes. All dwellings shall be in conformance with the original color scheme as promulgated by the Developer and shall require the approval of the ARC.

9.4.5. Front Yards and Driveways. Front yards shall be landscaped as soon after completion of the Living Unit as is practical, but in no event shall completion take longer than six (6) months after occupancy of the Living Unit.

9.4.5.1. All driveways shall be paved with concrete, asphalt, brick or paving stone. Driveways shall be asphalt or concrete construction 4" thick. Other surfaces may be used after approval by the ARC.

9.4.5.2. The placement of all garages shall be such that they shall have their driveway access opening to the side or rear of the lot.

9.4.5.3. All lawns in the front of a Lot or Cluster Living Unit shall extend to the pavement line. No gravel, black-top or paved parking strips are allowed except as approved on the submitted plans.

9.4.5.4. Every single family home should have a minimum of one post light on a photocell or fueled by natural gas.

9.4.5.5. Post Lights and mailboxes shall be approved by the ARC.

9.4.5.6. No lighting fixture shall be installed that may become an annoyance or a nuisance to any Lot or Cluster Living Unit or Occupants of adjacent properties.

9.4.5.7. Construction Materials. No Living Units shall be constructed of concrete block, cinder block or other similar materials unless the exterior of the Living Unit is covered with brick or stone. No underground Living Units shall be permitted. Use of wood, stone (no manmade stone), glass or brick shall be required for outside wall construction, subject to the approval of the ARC. Each site plan submitted for review shall conform to land contour as much as possible.

9.4.6. Front Storage. No front porch shall be used for the storage of any items except normal porch furniture. No front yard shall be used for storage of any kind of items. This restriction shall not apply to building materials and/or equipment stored on a Lot or Envelope during construction of the Living Unit.

9.4.7. Radio and Television Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite or other signals of any



kind shall be placed, allowed, or maintained upon any portion of the Property, including any Living Unit, without the prior written approval of the ARC.

9.4.8. Air Conditioning and Heat Pump Equipment. Air-conditioning and heating equipment should be located and screened in such a manner so as to provide minimum visual impact from other Lots or Envelopes.

9.4.9. Awnings. No metal or plastic awnings for windows, doors or patios may be erected or used, without the prior written approval of the ARC.

9.4.10. Exterior Carpeting. No exterior carpeting shall be permitted if it is visible from the street or any neighboring Lot or Envelope.

9.4.11. Fences. No fence of any sort may be erected. Privacy fences shall be permitted only adjacent to a patio or deck with prior approval of the ARC.

9.4.12. Chimneys. All chimneys with metal flues must be enclosed within a chase that may be sided. Any direct vent chimney and / or furnace flues, hot water heater or any other flues shall be vented only to the rear or side of the Living Unit.

9.4.13. Other Structures. No structure, storage shed, outbuilding, trailer, or shack, whether temporary or permanent, shall be permitted on any Lot or Envelope or in the Common Elements. During construction of a Living Unit, a construction shed may be placed on the Lot or Envelope and remain there during the course of active construction. No above ground swimming pools shall be permitted, except for small portable pools generally used for small children. Hot tubs and spas must have prior approval of the ARC and be incorporated into a deck. Wooden play equipment may be installed with prior approval of the ARC.

9.4.14. The ARC reserves the right to approve contractors and builders who will be allowed to construct Living Units upon the Property.

## **ARTICLE X**

### **Insurance and Casualty Losses**

10.1. Insurance. The Board or its duly authorized agent shall have the authority to and shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Common Elements and such other property as the Association is obligated to maintain and insure. If blanket "all-risk" coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

10.1.1. The Board shall also obtain a public liability policy covering the Common Elements, insuring the Association and its Members for all damage or injury caused by the negligence of the Association, any of its Members, employees or agents, or any other person who has a right to occupy a Living Unit. The public liability policy shall have at least a One Million (\$1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a One

Million (\$1,000,000.00) Dollar limit per occurrence, if reasonably available, and a Three Hundred Thousand (\$300,000.00) Dollar minimum property damage limit.

10.1.2. Premiums for all insurance on the Common Elements shall be Common Expenses of the Association. The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

10.1.3. All insurance coverage obtained by the Board shall be written in the name of the Association as trustee for the respective benefited parties, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth:

10.1.3.1. All policies shall be written with a company authorized to do business in Ohio which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating which is available.

10.1.3.2. All policies on the Common Elements shall be for the benefit of the Association and its Members and their Mortgagees, as their interests may appear.

10.1.3.3. Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

10.1.3.4. In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, Occupants or their Mortgagees.

10.1.3.5. All property insurance policies shall have an inflation guard endorsement, if reasonably available, and, if the policy contains a co-insurance clause, it shall also have an agreed amount endorsement. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Medina County area.

10.1.4. The Board shall use reasonable efforts to secure insurance policies that will provide the following:

10.1.4.1. a waiver of subrogation by the insurer as to any claims against the Board, its officers, employees and manager, the Owners and Occupants of Living Units, and their respective tenants, servants, agents, and guests;

10.1.4.2. a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

10.1.4.3. a statement that no policy may be canceled, invalidated, suspended or subject to nonrenewal on account of any one or more individual Owners;

10.1.4.4. a statement that no policy may be canceled, invalidated, suspended or subject to nonrenewal on account of any curable defect or violation without prior demand in writing delivered to the Association to cure the defect or violation and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner or Mortgagee;

10.1.4.5. a statement that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

10.1.4.6. a statement that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification or non-renewal.

10.2. Other Insurance. In addition to the other insurance required by this Section, the Board may obtain, as a Common Expense, worker's compensation coverage, if and to the extent required by law, Directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on Directors, officers, employees and other persons handling or responsible for the Association's funds, and flood insurance, if reasonably available. The amount of fidelity coverage shall be determined in the Directors' best business judgment but, if reasonably available, may not be less than one-sixth (1/6) of the annual General Assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification or non-renewal.

10.3. Individual Insurance. Each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk property insurance on his/her respective Lot or Cluster Living Unit and structures associated therewith. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his or her Living Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article IX of this Declaration. The Owner shall pay any costs of repair or reconstruction that are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot or Envelope of all debris and ruins and thereafter the Owner shall maintain the Lot or Envelope in a neat and attractive, landscaped condition consistent with the standard prevailing in the neighborhood.

#### 10.4. Damage and Destruction.

10.4.1. Immediately after damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means

repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

10.4.2. Any damage or destruction to the Common Elements shall be repaired or reconstructed unless the Members representing at least seventy-five percent (75%) of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Elements shall be repaired or reconstructed.

10.4.3. In the event that it should be determined in the manner described above that the damage or destruction to the Common Elements shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be cleared of all debris and ruins and maintained by the Association, or the Owners, as applicable, in a neat and attractive, landscaped condition consistent with the standards prevailing in the neighborhood.

10.5. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies held by the Association are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s), as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Living Unit and may be enforced by such Mortgagee.

10.6. Repair and Reconstruction. If the damage or destruction to the Common Elements for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

10.7. Additional Insurance Provisions. The Declarant or Board, without a vote of the Owners, may amend the provisions of this Article or any supplemental provisions set forth in a Supplemental Declaration, if such amendment is necessary to comply with secondary mortgage market guidelines or is necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Living Unit.

## **ARTICLE XI Condemnation**

11.1. Whenever any portion of the Property shall be taken or threatened to be taken by any authority having the power of condemnation or eminent domain, the Association shall represent the Owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority. Each Owner appoints the Association or any Director designated by the Association as its attorney-in-fact coupled with an interest for such purpose. Each Owner shall be given notice of the taking. If there is any damage to the Property from the taking, then the Association shall proceed in the manner set forth in Section 10.4 for Damage and Destruction and the award for the taking shall be distributed in the same manner as insurance proceeds under Section 10.5. In the event that Living Units are taken and not rebuilt, the Allocated Interests for the remaining Envelopes shall be reallocated proportionally, and the Association shall promptly record an amendment to the Declaration reflecting the reallocations.

## **ARTICLE XII Mortgagee Protective Provisions**

12.1. Notice to Board. Upon request, an Owner who mortgages his or her Lot or Cluster Living Unit shall notify the Board of the name and address of the Mortgagee. No Mortgagee shall be entitled to any Mortgagee rights under this Declaration unless such Mortgagee has notified the Board of its address as required by Section 12.2 below and has requested all rights under the Declaration.

12.2. Notices to Mortgagees. Any Mortgagee who desires notice from the Association shall notify the Secretary of the Association to that effect by certified or registered United States Mail, postage prepaid. Any such notice shall contain the name and address, including post office address of such Mortgagee, and the name of the person to whom notices from the Association should be directed. The Board shall notify Mortgagees of the following:

12.2.1. Any default of an Owner of a Lot or Cluster Living Unit, upon which the Mortgagee has a mortgage, in payment of Assessments (which remains uncured for sixty (60) days) or any other default, simultaneously with the notice sent to the defaulting Owner;

12.2.2. Any casualty affecting the Lot or Cluster Living Unit or a substantial part of the Common Elements;

12.2.3. Any actions taken by the Association with respect to repair or restoration of a Lot or Cluster Living Unit (or its Envelope) upon which the Mortgagee has a mortgage;

12.2.4. Any lapse in an insurance policy held by the Association on the Property;

12.2.5. Any proposal to terminate the Declaration, at least sixty (60) days before any action is taken to terminate;

12.2.6. Any proposal to amend materially the Articles of Incorporation, this Declaration or the Code of Regulations, at least ten (10) days before any action is taken.

12.3. Other Rights of Mortgagees. All Mortgagees or their representatives shall have the right to receive notice of and to attend and to speak at meetings of the Association.

### **ARTICLE XIII Development Rights**

13.1. Submission of Additional Land. The Declarant reserves the rights to submit Additional Land to the terms of this Declaration at any time during the Development Period. The submission shall be accomplished by the filing of a Supplemental Declaration identifying the Additional Land, the Lots and Cluster Living Units and the Common Elements. The Declarant must execute the Supplemental Declaration.

13.2. Notice to the Board. The Declarant shall promptly notify the Board of the filing of any Supplemental Declaration submitting Additional Land.

13.2.1. Easements Reserved. The Declarant reserves for itself, its successors and assigns, the following easements:

13.2.2. Easements for ingress, egress, drainage and all utilities as shown on the Record Plan and any replats thereof.

13.2.3. Easements for ingress, egress, drainage and all utilities over the Common Elements provided that such easements do not unreasonably interfere with any Owner's rights of enjoyment.

13.2.4. An easement over the Common Elements as may be reasonably necessary for the purpose of discharging its obligations or exercising any rights under the Declaration.

13.2.5. An easement for ingress, egress, drainage and all utilities over the Common Elements and in favor of the Additional Land and the right to convey that easement to others in the event that the Additional Land is not submitted to this Declaration.

13.3. Assignment of Development Rights. The Declarant may assign all or part of the rights reserved herein with respect to all or part of the Additional Land. Such assignment shall not be effective until an instrument evidencing such assignment is recorded in the office of the Recorder of Medina County, Ohio. Upon such assignment and unless expressly assumed, neither the Declarant nor the successor declarant shall be liable for warranty obligations, misrepresentations, or breaches of fiduciary duty made by the other.

13.4. Transfer of Development Rights by Foreclosure. Unless otherwise provided in any mortgage securing the Property held by Declarant, in the case of foreclosure of such mortgage, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, of any portion of the Property held by the Declarant subject to the Development Rights herein reserved (including the Special Declarant Rights), a person acquiring title to such property, but only upon his request, succeeds to all such Development Rights. The judgment or instrument conveying title must provide for the transfer of such rights. Upon foreclosure sale, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, the Declarant ceases to have any of the rights

herein reserved. A successor to the Development Rights held by a transferee who acquired such rights pursuant to this Section, may declare, by a recorded instrument, the intention to hold such rights solely for transfer to another person. Thereafter, until transferring such Development Rights to any person acquiring title to the Property subject to the Development Rights, or until recording an instrument permitting exercise of such rights, that successor may not exercise any of those rights, and any attempted exercise is void. So long as a successor declarant does not exercise any Development Rights under this section, such declarant is not subject to any liability as a declarant.

## **ARTICLE XIV**

### **Special Declarant Rights**

14.1. Use for Sale Purposes. Declarant reserves for itself, its successors and assigns, the right to maintain sales offices and models in the Lots, Envelopes, Living Units, Open Space or in the Common Elements.

14.2. Signs and Marketing. The Declarant reserves the right for itself, its successors and assigns, to post signs and displays in the Common Elements to promote sales of Lots, Cluster Living Units, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Owners.

14.3. Control of the Association.

14.3.1. Appointment of Directors and Officers. The Declarant reserves the sole right to appoint and remove the members of the Board and the Officers of the Association for a period that shall terminate upon the earlier of ("Control Period"):

14.3.1.1. Forty-five (45) days after the conveyance of eighty percent (80%) of the Lots and Cluster Living Units to Owners other than Declarant or a Builder; or

14.3.1.2. Six (6) years after recording of this Declaration.

14.3.2. Early Termination of Control. The Declarant may voluntarily surrender the right to appoint and remove Directors and officers before the termination of the Control Period. In that event, the Declarant may require, for the duration of the Control Period, that specified actions of the Association or the Board, be approved by Declarant before they become effective. Such voluntary termination shall be evidenced by a recorded instrument executed by the Declarant setting forth the termination of right to appoint and the actions that require Declarant's approval.

14.3.3. Transition from Declarant Control. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots and Cluster Living Units that may be created to Owners other than Declarant or a Builder, one (1) member of the Board must be elected by the Owners other than Declarant. Upon termination of the Control Period as set forth above the Owners shall elect all members of the Board.

14.4. Declarant's Personal Property. The Declarant may reserve the right to retain all personal property and equipment used in sales, management, construction and maintenance of the Property that has not been represented as property of Association. The Declarant reserves the

right to remove, within one (1) year after the sale of the last Lot or Cluster Living Unit, from the Property any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

14.5. Right to Amend Documents. Notwithstanding anything above to the contrary, this Declaration may be amended at any time without the vote of the Owners by a written instrument executed by the Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein, eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant's original intent; making any change necessary or desirable to meet the requirements of any institutional lender which may insure or purchase loans on a Lot or Cluster Living Unit. No such amendment, however, shall materially affect any Owner's interest in the Association or the Common Elements. Each Owner and his mortgagees, by acceptance of a deed to a Lot or a Cluster Living Unit or a mortgage encumbering such Lot or Cluster Living Unit, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by a Declarant to be necessary or proper to effectuate the provisions of this paragraph.

14.6. Realignment of Lot and Envelope Lines. The Declarant reserves unto itself, its successors and assigns, including the Association, the right to realign the lot lines of any Lot or Envelope for the purpose of placing the Dwelling Footprint of a Living Unit within a Lot or Envelope. The Declarant may effect such realignment by conveyance of a portion of the Lot or Envelope to the Owner or by replat of the Lot or Envelope. No Lot line or Envelope line, however, may be realigned if such realignment would cause a Living Unit to be within ten (10) feet of another Living Unit. Declarant reserves unto itself, its successors and assigns, including the Association, a power of attorney coupled with this reserved interest, to act on behalf of any person having an interest in the Property or the Additional Land, or in the Lots and Envelopes, whether such interest is legal and equitable, including interests held as security for an obligation, for the purpose of effecting such realignment.

## **ARTICLE XV**

### **Duration, Amendment and Termination**

15.1.1. Duration. This Declaration, and its provisions, shall be covenants running with the land and shall bind the Property and shall (regardless of whether any such beneficiary owns an interest in any Lot or Cluster Living Unit) inure to the benefit of and be enforceable by Declarant, the Association, and each Owner, resident and tenant and their legal representatives, heirs, devisees, successors and assigns and shall continue in full force and effect from the date on which this Declaration is recorded until such time as these Declarations are terminated as provided below.

15.1.2. This Declaration may be terminated only upon the consent of: (i) eighty percent (80%) of the Owners; (ii) sixty-seven percent (67%) of the mortgagees who have requested notice; (iii) if during the Control Period, by consent of the Declarant; and (iv) the consent of the Medina Township Zoning Commission. Mortgagee consent shall be presumed when a mortgagee fails to



submit a response to a proposal for termination within thirty (30) days after it received proper notice delivered by certified mail, return receipt requested.

15.1.3. No termination shall be effective unless an agreement to terminate is filed for record with the Medina County Recorder. Such agreement shall be executed in the same manner as a deed by the requisite consentors. The agreement shall provide for disposition of the Common Elements and Open Space, disposition of Association funds and other resolutions and provisions necessary to terminate the regime and wind up the affairs of the Association.

15.2. Amendment. This Declaration may be amended as follows:

15.2.1. Except as provided in this Section 15.2, prior to the end of the Development Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument executed by Declarant and approved by the Owners of at least seventy-five percent (75%) of all Lots and Cluster Living Units and the Medina Township Zoning Commission.

15.2.2. Except as provided in Section 14 and this Section 15.2, after the end of the Development Period any provision of this Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least seventy-five percent (75%) of all Lots and Cluster Living Units.

15.2.3. The Declarant shall execute all Amendments, if required, and shall be executed by the President and Secretary of the Association. Such Amendment shall certify that the proper notices were sent and that the requisite vote was obtained. Amendments need not be signed by the Owners.

## **ARTICLE XVI**

### **Miscellaneous**

16.1. No Reverter. No covenant, condition, restriction or reservation of easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

16.2. Notices. Any notice required or permitted to be given to an Owner or resident by the Board pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, addressed to such person's last address as it appears on the records of the Association.

16.3. Construction. The Board shall have the right to construe the provisions of this Declaration, and, in the absence of adjudication by a court of competent jurisdiction to the contrary; such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

16.4. Invalidity. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

16.5. Headings. The headings of the Articles and Sections are for conveyance only and shall not affect the meaning or construction of the contents of this Declaration.

16.6. Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural and vice versa.


16.7. Conflict. In the event of a conflict between any one or more of the restrictions of this Declaration and any Declaration that may be recorded subsequent to this Declaration, the more restrictive restriction, covenant, condition, easement or other obligation shall control.

16.8. Developer's Deposit. Developer shall deposit the total sum of \$12,000 with the Association for the purpose of constructing outdoor recreational facilities for the use and enjoyment of the Owners ("Recreational Funds"). The Recreational Funds will be held by the Association separately from any and all other funds and shall be used exclusively to construct, provide for and maintain such outdoor recreational facilities (i.e. walking trails, picnic areas and equipment, playgrounds, landscaped vistas, etc., in the Open Space) as a majority of the Owners shall agree to use such funds. The Developer shall deposit the Recreational Funds upon the construction and sale to the Owners (not to a Builder) of fifty percent (50%) of the 97 Cluster Living Units and fifty percent (50%) of the Lots.

16.9. Township's Right to Assess Owners'. In the event the Association fails to perform its duties as described in this Declaration or the Code of Regulations with regard to the care and maintenance of any of the Open Space of those portions of the Lots and/or Envelopes for which the Association has maintenance responsibility, Medina Township has the right to determine whether such failure by the Association reasonably gives rise to conditions that are detrimental to the general public's health or welfare and to assess each Owner for any actions taken by Medina Township on behalf of the Association to repair or remedy such condition.

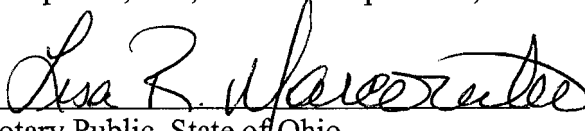
**IN WITNESS WHEREOF**, Declarant has signed this Declaration this 19 day October, 2004.

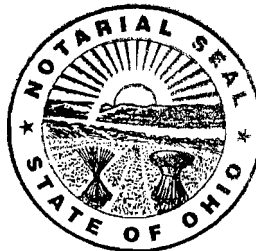
Crossbow Development, Inc., an Ohio  
corporation

By:   
William J. Bailey, President

STATE OF OHIO                    )  
  )       ss,  
COUNTY OF CUYAHOGA        )

The foregoing instrument was acknowledged before me this 19th day of October, 2004 by William J. Bailey, President of Crossbow Development, Inc., an Ohio corporation, on behalf of said corporation.

  
Notary Public, State of Ohio



**LISA R. MARCOVITCH**  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Medina Cty.  
My Comm. Exp. 3/7/06

*Prepared by: Lender*

*46064-134*

*44370-33*

Exhibit A  
Property Submitted

[Legal Description]

(Exception parcel)

Situated in the Township of Medina, County of Medina, State of Ohio and known as being part of the land conveyed to Jennifer Gericke-Rider in OR-394, Page 941 of Medina County Records dated 8/13/87 located in Medina Township Lots 58 and 69 further bounded and described as follows:

Beginning at a 5/8" rebar found at the intersection of the east line of Medina Township Lot 58 and the centerline of C.H. 21 Granger Road (60 feet wide);

Thence S 89° 28' 32" W, 766.37 feet along the centerline of said C.H. 21 to the principal place of beginning of the parcel described herein witnessed by a 5/8" rebar with cap stamped "Cunningham-5274" set S 01° 29' 55" W, 30.02 feet.

Thence, S 01° 29' 55" W, 469.94 feet to a 5/8" rebar with cap stamped "Cunningham-5274" set;

Thence S 14° 47' 19" E, 277.05 feet to a 5/8" rebar with cap stamped "Cunningham-5274" set;

Thence S 0° 10' 05" W, 252.35 feet to a 5/8" rebar with cap stamped "Cunningham-5274" set;

Thence S 76° 55' 02" E, 262.67 feet to a 5/8" rebar with cap stamped "Cunningham-5274" set;

Thence S 0° 31' 37" E, 319.03 feet to a 5/8" rebar with cap stamped "Cunningham-5274" set;

Thence S 72° 49' 52" W, 137.68 feet to a 5/8" rebar with cap stamped "Cunningham-5274" set;

Thence N 12° 22' 44" W, 14.67 feet to a 5/8" rebar with cap stamped "Cunningham-5274" set;

Thence N 38° 42' 37" W, 25.67 feet to a 5/8" rebar with cap stamped "Cunningham-5274" set;

Thence N 72° 40' 21" W, 143.94 feet to a 5/8" rebar with cap stamped "Cunningham-5274" set;

Thence N 48° 19' 42" W, 38.87 feet to a 5/8" rebar found at the southeast corner of land conveyed to Jadran and Evica B. Golem in OR-1304, Page 986 of Medina County Records dated 01/07/98;

Thence N 7° 31' 08" W, 317.85 feet along the east line of said land conveyed to Jadran and Evica B. Golem to a 5/8" rebar found at an angle point therein;

Thence N 0° 10' 05" E, 240.43 feet along the east line of said land conveyed to Jadran and Evica B. Golem to a 5/8" rebar found at an angle point therein;

Thence N 14° 47' 19" W, 278.23 feet along the east line of said land conveyed to Jadran and Evica B. Golem to a 5/8" rebar found at an angle point therein;

Thence N 01° 29' 55" E, 480.72 feet along the east line of said land conveyed to Jadran and Evica B. Golem to the northeast corner thereof being in the centerline of said C.H. 21 witnessed by a 5/8" rebar found S 01° 37' 35" W, 30.04 feet;

Thence N 89° 28' 32" E, 100.06 feet along the centerline of said C.H. 21 to the principal place of beginning and containing therein 5.0001 acres of land as surveyed in June, 2003 by Robert A. Damon, Registered Surveyor No. 6083.

Prior Instrument Reference: Volume \_\_\_\_, Page \_\_\_\_

026-06D-22-030 thru 026-06D-22-050  
~ka The whole of sublots 1  
Thru 8, sublots 28 Thru 39  
and Block A in Falcon  
Point at Lake Medina Reserve  
Subdivision Ph 1 as shown  
by the recorded plat #  
2004 PL 000129 of The Medina  
County Records.

030 - BIK A  
031 - SIL 1  
032 - SIL 2  
033 - SIL 3  
034 - SIL 4  
035 - SIL 5  
036 - SIL 6

037 - SIL 7  
038 - SIL 8  
039 - SIL 39  
040 - SIL 38  
041 - SIL 37  
042 - SIL 36

043 - SIL 35  
044 - SIL 34  
045 - SIL 33  
046 - SIL 32  
047 - SIL 31  
048 - SIL 30  
049 - SIL 29  
050 - SIL 28

Lake Medina Reserve Declaration  
Page 35 of 35

CLE - 854049.5

46064-36

44370-35

Lake Medina Reserve

[Legal Description]

PARCEL 1:

SITUATED IN THE TOWNSHIP OF MEDINA, COUNTY OF MEDINA, STATE OF OHIO  
AND KNOWN AS BEING A PART OF TOWNSHIP LOT 58 AND TOWNSHIP LOT 69  
FURTHER BOUND AND DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE MONUMENT MARKING THE NORTHEAST CORNER OF  
LOT 69 THE SAME BEING THE PRINCIPAL PLACE OF BEGINNING OF THE PARCEL  
DESCRIBED HEREIN;

THENCE S 00° 33' 21" E, 1565.18 FEET ALONG THE EASTERLY LINE OF SAID LOT 69  
TO A POINT IN THE BOUNDARY OF THE MEDINA CITY RESERVOIR;

THENCE S 52° 02' 51" W, 5.68 FEET TO A POINT;

THENCE S 59° 24' 49" W, 41.73 FEET TO A POINT;

THENCE N 61° 39' 00" W, 28.98 FEET TO A POINT;

THENCE S 65° 30' 29" W, 62.69 FEET TO A POINT;

THENCE S 20° 13' 37" W, 37.95 FEET TO A POINT;

THENCE S 26° 33' 31" W, 57.27 FEET TO A POINT;

THENCE N 83° 31' 34" W, 60.29 FEET TO A POINT;

THENCE S 45° 10' 03" W, 35.41 FEET TO A POINT;

THENCE S 65° 40' 52" W, 47.31 FEET TO A POINT;

THENCE N 01° 37' 55" W, 82.21 FEET TO A POINT;

THENCE N 32° 06' 40" W, 60.08 FEET TO A POINT;

THENCE N 59° 30' 40" W, 50.53 FEET TO A POINT;

THENCE N 41° 41' 34" W, 50.03 FEET TO A POINT;

THENCE N 14° 06' 09" W, 41.13 FEET TO A POINT;

THENCE N 00° 45' 54" W, 46.69 FEET TO A POINT;

THENCE N 14° 22' 55" W, 62.36 FEET TO A POINT;

THENCE N 28° 48' 03" W, 110.83 FEET TO A POINT;  
THENCE N 45° 59' 11" W, 67.42 FEET TO A POINT;  
THENCE N 81° 59' 36" W, 35.11 FEET TO A POINT;  
THENCE N 50° 56' 28" E, 53.94 FEET TO A POINT;  
THENCE S 80° 50' 55" W, 81.70 FEET TO A POINT;  
THENCE N 78° 07' 19" W, 52.20 FEET TO A POINT;  
THENCE N 71° 30' 00" W, 81.71 FEET TO A POINT;  
THENCE N 38° 23' 53" W, 51.08 FEET TO A POINT;  
THENCE N 23° 44' 18" W, 80.54 FEET TO A POINT;  
THENCE N 04° 19' 28" E, 28.71 FEET TO A POINT;  
THENCE S 35° 15' 43" W, 40.74 FEET TO A POINT;  
THENCE S 47° 34' 21" W, 44.83 FEET TO A POINT;  
THENCE S 10° 09' 40" E, 50.02 FEET TO A POINT;  
THENCE S 15° 47' 46" W, 55.64 FEET TO A POINT;  
THENCE S 00° 31' 15" E, 43.71 FEET TO A POINT;  
THENCE S 74° 16' 10" W, 37.54 FEET TO A POINT;  
THENCE N 76° 40' 47" W, 39.32 FEET TO A POINT;  
THENCE N 67° 06' 37" W, 31.27 FEET TO A POINT;  
THENCE N 34° 57' 17" W, 41.30 FEET TO A POINT;  
THENCE N 75° 57' 29" W, 32.91 FEET TO A POINT;  
THENCE S 67° 32' 01" W 28.44 FEET TO A POINT;  
THENCE S 43° 29' 00" W, 71.16 FEET TO A POINT;  
THENCE N 79° 24' 05" W, 22.22 FEET TO A POINT;  
THENCE N 53° 55' 43" W, 28.52 FEET TO A POINT;

THENCE N 59° 47' 05" W 88.45 FEET TO A POINT;  
THENCE N 54° 04' 01" W, 38.15 FEET TO A POINT;  
THENCE N 38° 31' 56" W 29.85 FEET TO A POINT;  
THENCE N 01° 19' 27" W, 44.36 FEET TO A POINT;  
THENCE N 23° 08' 18" E, 77.97 FEET TO A POINT;  
THENCE N 30° 38' 05" E, 52.64 FEET TO A POINT;  
THENCE N 72° 27' 43" W, 81.93 FEET TO A POINT;  
THENCE N 21° 42' 49" W, 44.13 FEET TO A POINT;  
THENCE N 01° 30' 55" W, 120.97 FEET TO A POINT;  
THENCE N 37° 36' 19" W, 48.97 FEET TO A POINT;  
THENCE N 68° 57' 06" W, 25.87 FEET TO A POINT;  
THENCE S 80° 50' 54" W, 18.15 FEET TO A POINT;  
THENCE N 86° 54' 26" W 119.86 FEET TO A POINT;  
THENCE S 72° 14' 57" W, 26.49 FEET TO A POINT;  
THENCE S 24° 19' 52" W, 25.08 FEET TO A POINT;  
THENCE S 09° 17' 35" W, 56.33 FEET TO A POINT;  
THENCE S 40° 13' 10" W, 44.22 FEET TO A POINT;  
THENCE N 75° 14' 08" W, 30.54 FEET TO A POINT;  
THENCE N 40° 44' 14" W, 36.93. FEET TO A POINT;  
THENCE N 39° 40' 07" W, 48.46 FEET TO A POINT;  
THENCE N 12° 22' 43" W, 22.61 FEET TO A POINT;  
THENCE N 29° 26' 15" E, 24.25 FEET TO A POINT;  
THENCE N 42° 52' 49" E, 51.06 FEET TO A POINT;  
THENCE N 19° 29' 33" E, 26.11 FEET TO A POINT;



THENCE S 83° 21' 54" W, 35.44 FEET TO A POINT;

THENCE S 71° 26' 37" W, 21.32 FEET TO A POINT IN THE WESTERLY LINE OF LANDS NOW OR FORMERLY IN THE NAME OF ALFRED J. & ROSE O. GERICKE;

THENCE N 00° 38' 26" W, 439.87 FEET TO A POINT IN THE BOUNDARY OF THE MEDINA CITY RESERVOIR;

THENCE S 64° 21' 54" E, 19.06 FEET TO A POINT;

THENCE S 68° 02' 05" E, 204.51 FEET TO A POINT;

THENCE N 68° 33' 16" E, 63.61 FEET TO A POINT;

THENCE N 56° 02' 41" E, 64.87 FEET TO A POINT;

THENCE N 50° 19' 48" E, 85.21 FEET TO A POINT;

THENCE N 36° 47' 41" E, 40.93 FEET TO A POINT;

THENCE N 25° 22' 30" W, 72.89 FEET TO A POINT;

THENCE N 40° 14' 23" W, 96.46 FEET TO A POINT;

THENCE N 30° 43' 54" W, 64.56 FEET TO A POINT IN THE NORTHERLY LINE OF TOWNSHIP LOT 69;

THENCE N 89° 51' 09" E, 586.60 FEET ALONG THE NORTHERLY LINE OF LOT 69 TO AN IRON PIN FOUND;

THENCE N 07° 31' 34" W, 317.71 FEET TO AN IRON PIN FOUND;

THENCE N 00° 10' 40" E, 240.50 FEET TO AN IRON PIN FOUND;

THENCE N 14° 47' 30" W, 278.36 FEET TO AN IRON PIN FOUND;

THENCE N 01° 29' 55" E, 480.67 FEET TO A POINT IN THE CENTERLINE OF GRANGER ROAD;

THENCE N 89° 28' 32" E, 866.43 FEET ALONG THE CENTERLINE OF GRANGER ROAD TO AN IRON PIN FOUND IN THE EASTERLY LINE OF TOWNSHIP LOT 58;

THENCE S 00° 22' 23" E, 1315.01 FEET TO THE PRINCIPAL PLACE OF BEGINNING AND CONTAINING THEREIN 68.6521 ACRES OF LAND AS SURVEYED IN JULY 1987 BY CHARLES A. ROLLING, REGISTERED SURVEYOR NO. 5569 (SEE EXHIBIT "A" ATTACHED FOR EXCEPTION TO THIS PARCEL).

Permanent Parcel Number: 026-06D-22-017, -019 thru -050, and 026-06D-27-016

PARCEL 2:

SITUATED IN THE TOWNSHIP OF MEDINA, COUNTY OF MEDINA, STATE OF OHIO  
AND KNOWN AS BEING A PART OF TOWNSHIP LOT 69 FURTHER BOUND AND  
DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE MONUMENT MARKING THE NORTHEAST CORNER OF  
LOT 69;

THENCE S 00° 33' 21" E, 1587.13 FEET ALONG THE EASTERLY LINE OF LOT 69 TO A  
POINT IN THE BOUNDARY OF THE MEDINA CITY RESERVOIR AND THE PRINCIPAL  
PLACE OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

THENCE S 00° 33' 21" E, 526.33 FEET ALONG THE EASTERLY LINE OF LOT 69 TO A  
POINT IN THE BOUNDARY OF THE MEDINA CITY RESERVOIR;

THENCE N 85° 07' 12" W, 12.51 FEET TO A POINT;

THENCE N 67° 56' 54" W, 74.26 FEET TO A POINT;

THENCE N 85° 52' 54" W, 61.43 FEET TO A POINT;

THENCE N 03° 26' 03" E, 87.44 FEET TO A POINT;

THENCE N 56° 44' 17" E, 109.26 FEET TO A POINT;

THENCE S 83° 19' 22" W, 43.05 FEET TO A POINT;

THENCE N 62° 38' 35" W, 28.69 FEET TO A POINT;

THENCE S 66° 34' 25" W, 79.07 FEET TO A POINT;

THENCE N 27° 01' 30" W, 53.13 FEET TO A POINT;

THENCE N 02° 08' 07" E, 77.26 FEET TO A POINT;

THENCE N 13° 58' 10" E, 47.65 FEET TO A POINT;

THENCE N 51° 12' 15" E, 29.22 FEET TO A POINT;

THENCE N 72° 03' 23" E, 115.72 FEET TO A POINT;

THENCE N 12° 29' 19" W, 63.92 FEET TO A POINT;

THENCE N 27° 00' 52" E, 37.75 FEET TO A POINT;

THENCE N 51° 57' 32" E, 56.31 FEET TO A POINT;

THENCE N 38° 33' 37" E, 17.36 FEET TO THE PRINCIPAL PLACE OF BEGINNING AND CONTAINING 1.4961 ACRES OF LAND.

Permanent Parcel Number: 026-06D-27-006

**PARCEL 3:**

SITUATED IN THE TOWNSHIP OF MEDINA, COUNTY OF MEDINA, STATE OF OHIO AND KNOWN AS BEING PART OF TOWNSHIP LOT 69 FURTHER BOUND AND DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE FOUND AT THE SOUTHEAST CORNER OF SAID LOT 69, SAID POINT BEING THE PRINCIPAL PLACE OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

THENCE S 89° 26' 41" W, 76.11 FEET ALONG THE SOUTHERLY LINE OF LOT 69 TO A POINT;

THENCE N 24° 29' 58" E, 25.00 FEET TO A POINT;

THENCE N 06° 44' 12" E, 44.63 FEET TO A POINT;

THENCE N 66° 36' 41" E, 43.23 FEET TO A POINT;

THENCE S 83° 32' 38" E, 20.17 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 69;

THENCE S 00° 33' 21" E, 81.23 FEET TO THE PRINCIPAL PLACE OF BEGINNING AND CONTAINING 0.1154 ACRES OF LAND.

Permanent Parcel Number: 026-06D-27-007

**PARCEL 4:**

SITUATED IN THE TOWNSHIP OF MEDINA, COUNTY OF MEDINA, STATE OF OHIO AND KNOWN AS BEING PART OF TOWNSHIP LOT 69 FURTHER BOUND AND DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE FOUND AT THE SOUTHEAST CORNER OF SAID TOWNSHIP LOT 69;

THENCE S 89° 26' 41" W, 88.82 FEET ALONG THE SOUTHERLY LINE OF LOT 69 TO THE PRINCIPAL PLACE OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

THENCE 89° 26' 41" W, 269.47 FEET ALONG THE SOUTHERLY LINE OF LOT 69 TO A POINT IN THE BOUNDARY OF THE MEDINA CITY RESERVOIR;

46064-42

THENCE N 68° 17' 07" E, 23.67 FEET TO A POINT;

THENCE N 62° 58' 52" E, 67.89 FEET TO A POINT;

THENCE N 73° 56' 37" E, 46.53 FEET TO A POINT;

THENCE S 83° 57' 38" E, 58.02 FEET TO A POINT;

THENCE N 55° 20' 32" E, 41.27 FEET TO A POINT;

THENCE S 86° 49' 29" E, 37.82 FEET TO A POINT;

THENCE S 11° 10' 42" E, 66.40 FEET TO THE PRINCIPAL PLACE OF BEGINNING AND  
CONTAINING THEREIN 0.2558 ACRES OF LAND.

Permanent Parcel Number: 026-06D-27-005

EXHIBIT "A"

LESS AND EXCEPT: (FROM PARCEL NO. 1)

Situated in the Township of Medina, County of Medina, State of Ohio and known as being part of the land conveyed to Jennifer Gericke-Rider in OR-394, Page 941 of Medina County Records dated 8/13/87 located in Medina Township Lots 58 and 69 further bounded and described as follows:

Beginning at a 5/8" rebar found at the intersection of the east line of Medina Township Lot 58 and the centerline of C.H. 21 Granger Road (60 feet wide);

Thence S 89° 28' 32" W, 766.37 feet along the centerline of said C.H. 21 to the principal place of beginning of the parcel described herein witnessed by a 5/8" rebar with cap stamped "Cunningham-5274" set S 01° 29' 55" W, 30.02 feet.

Thence, S 01° 29' 55" W, 469.94 feet to a 5/8" rebar with cap stamped "Cunningham-5274" set;

Thence S 14° 47' 19" E, 277.05 feet to a 5/8" rebar with cap stamped "Cunningham-5274" set;

Thence S 0° 10' 05" W, 252.35 feet to a 5/8" rebar with cap stamped "Cunningham-5274" set;

Thence S 76° 55' 02" E, 262.67 feet to a 5/8" rebar with cap stamped "Cunningham-5274" set;

Thence S 0° 31' 37" E, 319.03 feet to a 5/8" rebar with cap stamped "Cunningham-5274" set;

Thence S 72° 49' 52" W, 137.68 feet to a 5/8" rebar with cap stamped "Cunningham-5274" set;

Thence N 12° 22' 44" W, 14.67 feet to a 5/8" rebar with cap stamped "Cunningham-5274" set;

Thence N 38° 42' 37" W, 25.67 feet to a 5/8" rebar with cap stamped "Cunningham-5274" set;

Thence N 72° 40' 21" W, 143.94 feet to a 5/8" rebar with cap stamped "Cunningham-5274" set;

Thence N 48° 19' 42" W, 38.87 feet to a 5/8" rebar found at the southeast corner of land conveyed to Jadran and Evica B. Golem in OR-1304, Page 986 of Medina County Records dated 01/07/98;

46064-44

Thence N 7° 31' 08" W, 317.85 feet along the east line of said land conveyed to Jadran and Evica B. Golem to a 5/8" rebar found at an angle point therein;

Thence N 0° 10' 05" E, 240.43 feet along the east line of said land conveyed to Jadran and Evica B. Golem to a 5/8" rebar found at an angle point therein;

Thence N 14° 47' 19" W, 278.23 feet along the east line of said land conveyed to Jadran and Evica B. Golem to a 5/8" rebar found at an angle point therein;

Thence N 01° 29' 55" E, 480.72 feet along the east line of said land conveyed to Jadran and Evica B. Golem to the northeast corner thereof being in the centerline of said C.H. 21 witnessed by a 5/8" rebar found S 01° 37' 35" W, 30.04 feet;

Thence N 89° 28' 32" E, 100.06 feet along the centerline of said C.H. 21 to the principal place of beginning and containing therein 5.0001 acres of land as surveyed in June, 2003 by Robert A. Damon, Registered Surveyor No. 6083.

Permanent Parcel Number: \_\_\_\_\_

Bearings are to an assumed meridian and are used to denote angles only. Intending to contain 63.6520 acres after said exception.

Prior Instrument Reference: Volume 394, Page 941