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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

for

**WOODLAND POINTE HOMEOWNERS ASSOCIATION**

Dated: Aug. 8 2005

CHICAGO TITLE  
INSURANCE CO.  
ORDER # KAC  
EQUUM # 24210078



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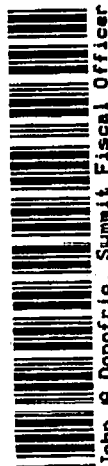
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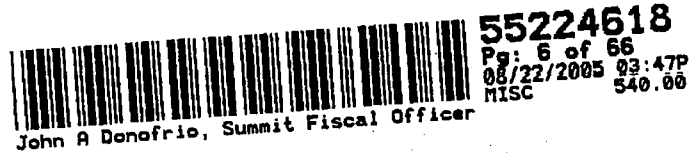
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John A Donofrio, Summit Fiscal Officer



DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WOODLAND POINTE HOMEOWNERS ASSOCIATION

THIS DECLARATION, made as of the 8<sup>th</sup> day of August 2005 by Woodland Residential Associates, an Ohio general partnership, hereinafter referred to as "Declarant."

RECITALS

A. Declarant is the owner of certain property in the City of Macedonia (the "City"), County of Summit and State of Ohio, which is more particularly described in Exhibit A and shown on the "Site Plan" attached as Exhibit B (the "Woodland Pointe Area").

B. Declarant is also the owner of other parcels of land located in the City (the "Owned Expansion Area"), described in Exhibit A-1 and shown on Exhibit B, on which Declarant shall have the right (but shall not be obligated) to expand the Woodland Pointe Area in one or more stages.

C. Reserved

D. Present plans provide for twenty-six (26) Lots within the Woodland Pointe Area and thirty-seven (37) Lots within the Owned Expansion Area for a maximum of sixty-three (63) Lots when fully developed. The Woodland Pointe Area includes land which is intended to remain as open areas or will be used for dedicated public streets, private drives, parking and other common purposes (the "Common Areas").

E. The Lots will eventually contain detached houses ("Units").

F. Declarant desires to provide for the orderly development of the Woodland Pointe Area, including the right to expand the Woodland Pointe Area from time to time, the establishment and maintenance of architectural controls and standards, the preservation of the open space, and the use and maintenance of Common Areas with facilities thereon, so that the residents may enjoy a fine living environment for their families.

G. The Woodland Pointe Homeowners Association ("Association") has been formed to regulate, administer and govern the Woodland Pointe Area for the fulfillment of the objectives of this Declaration with the power to levy and collect Assessments to provide the necessary funds for operating, maintaining, repairing and replacing the exterior faces of the Units, grass and landscaped areas, recreation facilities, driveways, and walkways as hereinafter provided.

H. The City has approved Declarant's plan for the development of the Woodland Pointe Area.

NOW THEREFORE, Declarant hereby declares that all of the Woodland Pointe Area shall be held, sold and conveyed subject to the following easements, restrictions, covenants,



and conditions, which are created for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the Woodland Pointe Area or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

#### ARTICLE I. DEFINITIONS

Section 1. "Articles" shall mean the Articles of Incorporation of Woodland Pointe Homeowners Association, attached hereto as Exhibit C and filed with the Secretary of State of Ohio to form a not for profit corporation.

Section 2. "Assessments" shall mean Base Assessments and Special Assessments.

Section 3. "Association" shall mean the Woodland Pointe Homeowners Association, an Ohio not for profit corporation, its successors and assigns.

Section 4. "Base Assessments" shall mean assessments levied against all Lots with Units and their Owners in the Woodland Pointe Area to fund the Common Expenses.

Section 5. "Board" shall be the appointed or elected Board of Trustees of the Association.

Section 6. "Class B Control Period" shall mean the period of time during which there shall be a Class B Member as set forth in Article III. Section 2.

Section 7. "Collection Charge" shall mean interest, late payment charges, court costs, and other costs as set forth in Article IV. Section 4.d.

Section 8. "Common Areas" shall mean all real property described in Exhibit A-2 (including the improvements thereon) owned or designated to be owned by the Association for the use and enjoyment of the Owners. Common Areas shall also include Utility Facilities on, in, over or through the Common Areas or a Lot (including a Unit), except that Utility Facilities within a Lot which exclusively serve that Lot shall not be part of the Common Areas. The Common Areas shall be conveyed to the Association within thirty (30) years after the time of the conveyance of the first Lot to a Class A Member. The Common Areas may be expanded or contracted by Declarant or the Association, as hereinafter set forth in Article X hereof. Declarant also reserves the right to grant easements in the Common Areas for the benefit of Declarant and other owners of land.

Section 9. "Common Expenses" shall mean expenses incurred by the Association for the general benefit of the Owners, the Woodland Pointe Area and/or the Association, including any reasonable reserves, including but not limited to the Reserve Fund, as determined pursuant to this Declaration, the Regulations and the Articles.

Section 10. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Woodland Pointe Area. Such standard may be specifically determined and more comprehensively defined by the Declarant



during the Class B Control Period and thereafter by the Board and the Architectural Control Committee.

Section 11. "Declarant" shall mean Woodland Residential Associates, an Ohio general partnership, or its successors and assigns who take title to any portion of the Woodland Pointe Area for the primary purpose of development and sale of Lots and Units thereon, and are designated as a successor Declarant in a recorded instrument executed by the immediately preceding Declarant.

Section 12. "Insurable Loss" shall mean a loss to a Unit which is covered by the hazard insurance policy required of all Owners pursuant to Article VI Section 4 hereof.

Section 13. "Lot" shall mean any plot of land designated as a Lot on a recorded subdivision map or other drawing of the Woodland Pointe Area, intended to contain a Unit. A Lot shall be deemed to include any Unit or other building or structure located thereon.

Section 14. "Member" shall mean a Class A member or a Class B member.

Section 15. "Mortgage" shall mean any permanent or construction mortgage deed on a Lot to secure a debt.

Section 16. "Mortgagee" shall mean the holder of any Mortgage.

Section 17. "Notifying or Giving Notice" shall mean depositing written notice in the regular United States mail, postage prepaid, to the addresses listed below or such other address as a party may designate in writing from time to time. Notice shall be deemed complete three days after mailing.

As to the Declarant: Woodland Residential Associates  
14300 Ridge Road  
North Royalton, Ohio 44133

As to the Association: Woodland Pointe Homeowners Association  
14300 Ridge Road  
North Royalton, Ohio 44133

As to an Owner or Occupant: To the address of such owners unit.

Section 18. "Occupant" shall mean any natural person who lives in a Unit within the Woodland Pointe Area.

Section 19. "Owned Expansion Area" shall mean the land described in Exhibit A-1 and shown on Exhibit B, on which the Woodland Pointe Area may be expanded from time to time.

Section 20. "Owner" shall mean the record owner (other than Declarant), whether one or more than one person, of a fee simple title to any Lot which is part of the Woodland Pointe Area, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.





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Section 21. "Person" shall mean a natural person, a corporation, partnership, trustee, or other legal entity.

Section 22. "Recreation Facilities" shall mean playground equipment, gazebos, hiking trails, benches, boardwalks, pedestrian bridges and other amenities provided on the Common Areas for the recreation of Unit Owners.

Section 23. "Regulations" shall mean the Regulations of Woodland Pointe Homeowners Association, attached hereto as Exhibit D, as they may be amended from time to time.

Section 24. "Reserve Fund" shall mean a fund which shall be maintained by the Association for the purpose of paying for capital improvements or renewals to the Common Areas or paying unanticipated, nonrecurring expenses of the Association.

Section 25. "Rules" shall mean such rules and regulations to govern the regulation and use of the Common Areas and any facilities thereon, or to implement or augment the provisions of this Declaration as may be adopted from time to time by the Board or the Architectural Control Committee to implement and carry out the provisions and intent of this Declaration.

Section 26. "Site Plan" means the Site Plan set forth on Exhibit B and as the same may be amended from time to time.

Section 27. "Special Assessments" shall mean special assessments levied in accordance with this Declaration (a) to fund extraordinary expenditures such as capital improvements which will be paid by all Members, or (b) to recapture funds paid by the Association as the result of a default by an Owner or Occupant, which Special Assessments shall be paid by the defaulting Owner.

Section 28. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration, executed by Declarant or the Association, which (a) changes the character of the Lots and/or Common Areas, (b) subjects additional real property to this Declaration, (c) imposes, expressly or by reference, additional restrictions and obligations on the land described therein, and/or (d) releases portions of the Woodland Pointe Area from the obligations of this Declaration.

Section 29. "Unit" shall mean a structure containing living and cooking facilities intended to be used as a dwelling and located on a Lot within the Woodland Pointe Area which is capable of being occupied and (a) has been conveyed to a Class A Member; or (b) has been opened for model purposes. A "Unit" shall be deemed to include any heating or air conditioning unit, condenser, pipes, wires or facilities designed to serve a Unit, whether located on the exterior walls of a Unit or in a Lot or in the Common Areas. The Units shall be attached or detached houses, but except as may be required by the Architectural Control Committee pursuant to Article V hereof, there is no requirement that any Units be consistent with previously constructed Units in terms of appearance, type, quality of construction or otherwise.



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Section 30. "Utility Facility" shall mean any water, sewer, drainage, retention or detention basin, electric, gas, telephone, cable TV, and any other utility line, pipe, conduit, wire, facility, installations, service connection, and any appurtenances thereto.

Section 31. "Woodland Pointe Area" shall mean the real property described in Exhibit A and shown on Exhibit B, as the same may be expanded or contracted by Supplemental Declaration from time to time.

ARTICLE II. PROPERTY RIGHTS

Section 1. Owners' Rights of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to use the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to suspend the voting rights and right to use non-essential Common Areas by an Owner for any period during which any Assessment remains unpaid; and for periods of sixty (60) days during any current infraction of the published Rules.

b. The right of the Association to dedicate or transfer all or any part of the Common Areas which has been transferred to it, to any governmental body or public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the members of the Board has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Regulations, his right of enjoyment to the Common Areas to the members of his family, his tenants, or contract purchasers who are Occupants of his Unit.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section 1. Owner Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from ownership of, any Lot which is subject to Assessment.

Section 2. Membership Classes. The Association shall have two classes of voting Membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine (as set forth in the Regulations), but in no event shall more than one vote be cast with respect to such Lot.

Class B. The Class B Member shall be the Declarant and shall be entitled to six (6) votes for each Lot owned by Declarant and each possible Lot within the Woodland Pointe Area and the Owned Expansion Area (as it may be expanded) deemed initially to



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be sixty-three Lots for purposes of this Section 2, but Declarant reserves the right to increase or decrease the number of Lots, by notifying the Association in writing that Declarant contemplates having more or less than sixty-three (63) Lots in the Woodland Pointe Area and the Owned Expansion Area, and specifying the number of Lots then contemplated by Declarant. The Class B Membership shall cease and be converted to Class A membership on (a) the twentieth (20th) anniversary of the conveyance of the first Lot to a Class A Member, (b) the date that the number of votes of Class A Members shall equal the number of votes of the Class B Members, or (c) upon the written authorization of such conversion by the Class B Member, whichever shall first occur.

ARTICLE IV. COVENANT FOR ASSESSMENTS

Section 1. Creation of Assessments. There are hereby created Assessments for Association expenses and charges as may from time to time specifically be authorized by the Board to be commenced at the time and in the manner set forth in this Article. There shall be two (2) types of Assessments: (a) Base Assessments to fund Common Expenses; and (b) Special Assessments.

Section 2. Base Assessments.

a. Annual Base Assessments shall be levied each year equally against the owners of all Units owned by Class A and Class B Members and the Lots on which such Units are located within the Woodland Pointe Area. Base Assessments shall be levied against each Class A and Class B Member calculated by multiplying the Common Expenses by a fraction, the numerator of which is the number of Units owned by such Member and the denominator of which is the total number of Units within the Woodland Pointe Area. Each Owner, by acceptance of a deed or recorded contract of sale to any portion of the Woodland Pointe Area, is deemed to covenant and agree to pay Assessments. No Member may waive or otherwise exempt himself or herself from liability for any of the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of a Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Member. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Regulations, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

b. Reserve Fund. An amount equal to ten percent (10%) of the estimated Common Expenses for the coming year shall be included in the Annual Base Assessments and placed in the Reserve Fund unless the amount on deposit in the Reserve Fund is equal to or greater than fifty percent (50%) of the estimated Common Expenses. If the amount in the Reserve Fund is greater than fifty percent of the estimated Common Expenses, the excess may be used to reduce the Base Assessment for the coming year. The amount in the Reserve Fund is not intended to cover the entire cost of all capital improvements, of all renewals or replacements to Common Areas or of all unanticipated expenses or contingencies of the Association. Special Assessments will also be needed.



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c. Maximum Annual Base Assessments. Notwithstanding the provisions of Section 2a and Section 2b of this Article IV, until January 1 of the year immediately following the first conveyance of a Lot to a Class A Member (the "Normal Assessment Date"), the maximum annual Base Assessment shall be One Thousand Three Hundred and Twenty Dollars (\$1,320.00) or One Hundred and Ten (\$110) Dollars per month per Unit.

### Section 3. Special Assessments.

a. Special Assessments for Capital Improvements and Other Extraordinary Expenses. In addition to the annual Base Assessments authorized in Section 2 of this Article IV, a Special Assessment applicable to that year only may be levied for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, or other extraordinary costs and expenses of the Association, provided that any such Special Assessment shall have the assent of fifty percent (50%) or more of each class of Members present at a special meeting duly called for this purpose. Special Assessments for capital improvements and other expenses may be levied to reimburse the Reserve Fund in whole or in part for expenditures from that fund.

b. Special Assessments Against Defaulting Class A Members. The Board may also levy a Special Assessment against any Class A Member to reimburse the Association for costs incurred in bringing the Class A Member and his Lot or Unit into compliance with the provisions of this Declaration, the Articles, the Regulations, or the Rules. The Class A Member shall have an opportunity for a hearing in front of the Board if the Special Assessment is contested by the Class A Member by giving written notice to any member of the Board or to the Declarant as long as the Declarant is a Class B Member, within fifteen (15) days following receipt of notice by the Class A Member from the Board that such Special Assessment shall have been levied. In the event that a hearing shall be held by the Board as authorized above, then the decision of the Board shall be binding upon all interested Owners.

### Section 4. Miscellaneous Assessment Provisions.

a. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3.a of this Article IV shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. The presence of fifteen (15) Members for Class A Members or thirty percent (30%) of the Class A Members, whichever is less, shall constitute a quorum. In any event, the Declarant or its representatives shall not be required to attend such meeting, but if Declarant or its representative does not attend such meeting, then the written consent of Declarant shall be required before the action shall become effective. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. This procedure shall continue until a quorum is present.

b. Uniform Rate of Assessment. Except as provided in Section 3.b of Article IV, both annual Base and Special Assessments must be fixed at a uniform rate for all Units.

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c. Date of Commencement of Annual Assessments: Due Dates. The Annual Base Assessments for each Unit shall commence (i) on the first day of the month following the conveyance of a Lot containing a Unit to a Class A Member or the completion of a Unit if a Lot is conveyed before a Unit is completed, or on the first day of a calendar month following the initial use of such Unit as a model unit, as the case may be. The first Annual Base Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall endeavor to fix the amount of the Annual Base Assessment against each Unit at least thirty (30) days in advance of each Annual Base Assessment period. Written notice of the Annual Base Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board.

d. Lien Against Lot - Liability of Owner. All Assessments, together with other Collection Charges consisting of (i) interest determined on a uniform basis for all delinquent Owners by the Board at a rate not to exceed the highest rate allowed by Ohio law as computed from the date the delinquency first occurs, (ii) a late payment charge if any Assessment shall not be paid within thirty (30) days of the date due, as established from time to time by the Board (but in no event higher than ten percent (10%) of the amount due), and (iii) reasonable costs and attorney's fees shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made whether or not a Notice of Lien shall have been filed of record. Each such Assessment, together with the Collection Charges, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the Assessment arose, but his or her grantee shall not be personally liable for such Assessment unless expressly assumed by the grantee. Such Assessment, however, shall continue to be a lien on the Lot of the grantee, except no first Mortgagee, nominee of a first Mortgagee, or third party purchaser who obtains title to a Lot pursuant to the remedies provided in a first Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title.

e. Certificate of Paid Assessments. The Association shall, within a reasonable time after written demand, furnish to any Owner or other Person liable for any type of Assessment or any Person who has executed a contract to purchase a Unit or who has agreed to Mortgage a Unit a certificate in writing signed by an officer or Manager of the Association setting forth whether such Assessments have been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Association of such Assessments therein stated to have been paid. The Association may require the advance payment of a processing fee for the issuance of such certificate in such reasonable amount as may be set in the Bylaws from time to time.

f. Manner and Dates of Payments. Base Assessments and Special Assessments shall be paid in such manner and on such dates as may be fixed by the Board which may include, without limitation, acceleration of the Annual Base Assessment for delinquents. Unless the Board otherwise provides, the Base Assessment shall be paid in equal monthly installments.

Section 5. Liens.

a. Lien for Assessments. Upon the recording of a Notice of Lien on any Lot, there shall exist a perfected lien for unpaid Assessments and Collection Charges prior and superior to all other liens, except (i) all taxes, assessments, and other levies which by law would be superior thereto, and (ii) the lien or charge of any first Mortgage. Such lien may be enforced



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by suit, judgment, and foreclosure in the same manner as real estate mortgages may be foreclosed under Ohio law.

b. Subordination of the Lien to First Mortgages. The lien for unpaid Assessments, including Collection Charges provided for herein, shall be subordinate to the lien of any first Mortgage. The sale or transfer of any Lot shall not affect the Assessment lien for unpaid Assessments. However, the sale or transfer of any Lot pursuant to foreclosure of a first Mortgage or transfer to a first Mortgagee or third party pursuant to a deed in lieu of foreclosure, shall extinguish the lien of such Assessments, but not the personal obligation of the Owner who owned the Lot at the time the debt was incurred, as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any Assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot taking through such a Mortgage obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for the share of the Common Expenses or Assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectable from Owners of all the Lots, including such acquirer, its successors and assigns.

Section 6. Capitalization of Association - Working Capital Contribution. Upon acquisition of record title by a Class A Member to a Lot with a Unit thereon by the first purchaser thereof other than the Declarant, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-sixth (1/6) of the amount of the Annual Base Assessment per Unit in effect on the date such purchaser and the seller executed the agreement for purchase and sale of the Lot. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association, for use in covering Common Expenses incurred by the Association pursuant to the terms of this Declaration and the Regulations.

Section 7. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Base Assessments and Special Assessments:

- a. All Common Areas.
- b. All property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, and public parks, if any.
- c. Except for Special Assessments levied pursuant to Section 3.b of this Article IV, Lots which have never contained a Unit.

ARTICLE V. ARCHITECTURAL CONTROL COMMITTEE

Section 1. Authority of ACC. The Board of Trustees shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Architectural Control Committee (the "ACC") established in this Article V. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration.



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No (a) construction, which term shall include within its definition, without limitation, staking, clearing, excavating, grading, and other site work of any building, fence, walk or other structure, shall be commenced, (b) exterior alteration or modification of existing improvements shall be undertaken, (c) plantings or removal of plants, trees, grass or shrubs shall take place, (d) change of the color or exterior material(s) of the exterior finish of any structure (including, without limitation, the roof, doors, windows and exterior walls of a Unit), and no installations on or to the roof or exterior walls of a Unit or on a Lot shall be made, except in strict compliance with this Article V.

Section 2. Structure of Committee. The ACC shall be composed of three (3) natural persons appointed by the Board who need not be Members of the Association or Occupants of the Woodland Pointe Area. The affirmative vote of two (2) members of the ACC shall be required in order to adopt or promulgate any Rule or to issue any permit, authorization or approval pursuant to this Article.

Section 3. Approval of Plans.

a. Prior Approval Required. No building, deck, patio, fence, wall or other structure shall be commenced, erected, placed, moved onto or permitted to remain on the Woodland Pointe Area, nor shall the exterior of any Unit, Common Utility Facility, or fence be altered, modified or changed in any manner, nor shall any building or structure upon the Woodland Pointe Area be altered in any way which changes the exterior or the appearance thereof, nor, except in those areas designated pursuant to the Rules adopted by the Board or the ACC, shall any grading be commenced or changed or landscaping or grass installed, removed or changed, unless detailed plans and specifications of the proposed construction, installation or change shall have been submitted to and approved in writing (except where approval results from nonaction) by the ACC.

b. Nonaction by ACC. In the event that the ACC fails to approve or disapprove any plans and specifications as herein provided or to request additional information within forty-five (45) days after receipt of all required plans and specifications by the Chairman of the ACC, the same shall be deemed to have been approved, as submitted, and no further action shall be required.

Section 4. Grounds for Disapproval. The ACC shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

a. Failure of such plans or specifications to comply with any covenants and restrictions contained in this Declaration;

b. Failure to include information in such plans and specifications as may have been reasonably requested;

c. Incompatibility of design or appearance of any proposed structure or building with any existing or contemplated structures, buildings or existing topography;

d. Objection to the location of any proposed structures;


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e. Objection to the color scheme, exterior materials, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed building or structure;

f. Objection related to the cost of maintenance;

g. Likely interference of the installation with the quiet enjoyment of a neighbor;

or

h. Any other matter which, in the reasonable judgment of the ACC, will render the proposed building or structure inharmonious with the general plan of the Woodland Pointe Area, or the buildings, structures or uses within the Woodland Pointe Area, or below the Community-Wide Standard then existing.

In any case where the ACC shall disapprove any plans and specifications submitted hereunder or shall approve the same only as modified or under specified conditions, such disapproval or qualified approval shall be accompanied by a written statement of the grounds upon which such action was based.

Section 5. Rights of Appeal. If the ACC shall disapprove any plans and specifications submitted hereunder or any other matter brought before it, there shall be a right to appeal such decision to the Board. Such appeal must be submitted to the Board by the applicant, in writing, within thirty (30) days after receipt of notice of the decision from the ACC. No later than forty-five (45) days after receipt of the notice of appeal, the Board shall examine the plans and specifications or other data submitted, as well as the grounds upon which the ACC disapproved such plans and specifications. The affirmative vote of seventy-five percent (75%) of the members of the Board shall be required to reverse or modify decisions of the ACC.

Section 6. Violation of Article V.

a. Removal by Owner. If any building, fence, wall or other structure shall be constructed, installed, altered, erected, placed or maintained upon any portion of the Woodland Pointe Area or any plantings made or removed, or changes made to Lots or exteriors or exterior finishes of any structure, or installations made to roofs or exterior walls, without the approval of the ACC (unless exempted pursuant to the provisions of this Article V), such alteration, erection, placement, maintenance or use shall be deemed to have been undertaken in violation of this Article V and without the approval required herein. Upon written notice from the ACC, any trustee or officer of the Association or the Declarant, any such building, fence, wall, plant, landscaping, tree, exterior, exterior finish, or other structure so constructed, installed, changed, altered, erected, placed or maintained upon any portion of the Woodland Pointe Area in violation hereof shall be promptly removed or realtered by the Owner and any such use shall be terminated so as to extinguish such violation.

b. Removal by Board at Owner's Cost. If within fifteen (15) days after written notice of such a violation reasonable steps have not been taken toward the alleviation or termination of the same or if such remedial action is not prosecuted with due diligence until satisfactory completion of same, the Board shall have the right, through agents and employees, to enter upon the land and to summarily abate and/or remove any building, fence, wall, plant, landscaping, tree, exterior treatment, exterior finish, or other structure, or to take such steps as may be necessary to cure the violation. In addition to the foregoing, the Board shall have the





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right to obtain an injunction from any court having jurisdiction for the cessation of such alteration, erection or other act which is in violation of this Article V. The rights and remedies of the Board contained in this Article V shall be non-exclusive and in addition to any other rights or remedies available at law or in equity. The Board shall notify in writing the Person in violation of this Article V of all of the costs incurred to remedy same and any damages to which the Board may be entitled. If said amounts are not paid within ten (10) calendar days following said notification, then the Board shall have the right to levy a Special Assessment against said Owner for such amount.

Section 7. Costs of Architectural Control Committee. The Board shall establish an annual budget for the costs and expenses of any architects or other consultants or professionals on the ACC. All other members shall not be compensated for their services. The costs of ACC shall be a part of the Common Expenses of the Association.

Section 8. Liability of Members of Architectural Control Committee. No member of the ACC shall be liable to the Association, any Member, or any Person for his acts or omissions or for failure to act, except for acts of a malicious or wanton nature. Except for acts of a malicious or wanton nature by any member of the ACC, the Association shall indemnify and save each member of the ACC harmless from and against any and all costs, liabilities, damages, and expenses, including reasonable attorneys fees, which may be incurred by such member of the ACC in connection with or arising out of the activities of such person as a member of the ACC. Any amounts payable pursuant to this Section 8 shall be deemed to be Common Expenses.

Section 9. No Waiver of Future Approvals. The approval of the ACC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ACC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 10. Declarant Not Subject to ACC. The Declarant shall not be subject to the provisions of this Article V and the Declarant may undertake any construction (as defined in Section 1 of this Article V) or alteration of any building, fence, wall or other structure, and may plant or remove trees, plants, grass or shrubs without the approval of the ACC or the Board.

Section 11. Board's Right to Act as ACC. If the Board elects not to appoint an ACC, the Board shall undertake the functions and duties of the ACC as set forth in this Article V, and there shall be no right to appeal the decisions of the Board, except as may be otherwise afforded under applicable law.

**ARTICLE VI. ASSOCIATION'S AND OWNER'S RESPONSIBILITIES**

Section 1. Association's Maintenance Responsibility.

a. Association Repairs Generally. The Association shall make all repairs and replacements and provide any maintenance (including necessary painting) to maintain and keep in good condition and repair, clean and aesthetically pleasing (the "Maintenance Standards") (i) the Common Areas; provided, however, that to the extent the City of Macedonia or City of Cleveland has agreed to maintain and does maintain the storm sewers, sanitary sewers and water



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lines, and their appurtenances, within the Common Areas, the Association shall not be required to do such maintenance, (ii) paved walks, driveways and parking areas located on Lots or Common Areas, (iii) the exterior faces of the exterior walls, roofs, gutters, chimneys, downspouts and roof drainage systems of the Units (excluding foundations and windows and doors and their frames, hardware and appurtenances, except that the Association shall be responsible for painting the exterior of the doors and their frames), (iv) any grass, and landscaping on Lots, (v) any common Utility Facilities whether or not within a Lot or Unit, and (vi) Recreation Facilities. In undertaking such duties, the Association shall be responsible for the repair and replacement of paving, snow removal except on paved walkways leading to a Unit, cutting grass, pruning and replacing landscaping, painting, and, except as otherwise provided, providing all other maintenance, repair and replacements to comply with the above Maintenance Standards. The Association shall repair any damage to a Lot or Unit resulting from the Association's acts under this Article VI. Notwithstanding the above, the Owner of a Lot shall make any repairs and replacements to the Unit or the Lot required (i) as the result of an Insurable Loss, to restore the Unit to its condition existing immediately preceding such loss; or (ii) as the result of the acts or negligence of such Owner or his or her Occupants or their respective agents, employees, guests, or contractors. The Association shall not be responsible for the maintenance of any heating and air conditioning facilities located on or outside of the exterior walls of a Unit which exclusively serve that Unit.

b. Common Area Watering System Maintenance. To the extent that any watering system (if any) shall be inadequate to service the Common Areas, the Association (including the Declarant) shall have the right to connect its watering hoses to any exterior water spigot or connection on a Unit and to use that water for watering the grass and/or landscaping within the Common Areas. The cost of such water use shall be paid for by the Owner of the Unit whose water is used, without contribution from the Declarant or the Association.

c. Association Not Responsible for Individual Lots. Neither the Association nor the Declarant shall have any responsibility for the repair or maintenance of a Lot or Unit, except as expressly stated herein.

Section 2. Owner's Maintenance Responsibility.

a. Owner Responsible for Individual Lot. Each Owner shall maintain his or her Lot, Unit, and all structures on the Lot in good condition and repair, clean, neat and attractive and in a manner consistent with the Community-Wide Standard and all applicable covenants of this Declaration, unless such maintenance responsibility is expressly assigned to the Association pursuant to Article VI. Section 1 above.

b. Additional Maintenance by Owner. Notwithstanding the provisions of Section 1 of this Article VI above, each Owner shall (i) keep his or her Lot clean and free from debris, garbage, rubbish and rubble; (ii) be responsible for all lawn and shrub watering on his or her Lot and any grass and landscaping within 25 feet directly abutting his or her Lot; (iii) replace any broken glass on the exterior of his or her Unit; (iv) make any repairs required to stop water from entering the foundation of a Unit; (v) be responsible for the removal of snow from any walkways on his or her Lot (unless the Association at any time and from time to time elects by Board resolution to provide this service to all Lots containing a Unit, reserving the right to discontinue such service at anytime); (vi) make any repairs or replacements to the exterior of the Unit or Lot resulting from an Insurable Loss; (vii) make any repairs to a Unit or Lot caused by the act or

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negligence of such Owner or his or her Occupants, or their agents, employees, guests or contractors; (viii) make repairs to any decks, patios, porches or other similar kinds of improvements located outside of the exterior walls of the Unit, whether installed by Declarant or Owner; (ix) keep in good repair any Utility Facilities located on such Owner's Lot which exclusively serve such Lot; (x) keep landscaping neat, trimmed, and sightly, unless such landscaping was originally installed by Declarant and (xi) do any exterminating required to rid the Unit or improvements maintained by the Unit Owner hereunder of insects, rodents, vermin and other pests. After performing any work effecting Common Areas, Owner shall restore Common Areas to their original condition.

c. Owner to Repair Damage. Each Owner shall make all repairs and shall perform such maintenance to any part of his or her Lot or the Common Areas (including, without limitation, an Exclusive Use Area) required as the result of the acts or negligence of such Owner or Occupant, or their respective employees, agents, contractors or guests.

d. Repairs on Default of Owner. In the event that an Owner fails to comply with the provisions of this Section 2 of this Article VI, the Association shall have the right to make such repairs on behalf of such Owner, after having given written notice to the Owner and the failure of the Owner to make such repairs within thirty (30) days following receipt of such notice (except in emergencies when only such lesser period as may be reasonable in the circumstances shall be required and notice may be dispensed within); provided, however, if within said thirty (30) day period the Owner shall commence to make the required repair, then such thirty (30) day period shall be extended as long as said Owner is diligently proceeding. In addition, if any Owner shall fail to obtain the insurance required of such Owner under Section 4 of Article VI, the Association shall have the right, but shall not be obligated, to obtain said insurance after having given at least ten (10) days notice to the Owner. Under no circumstances shall the Association or the Declarant incur any liability for failure to enforce the Owner's duty to carry all risk insurance as required under this Declaration, or to obtain such insurance on behalf of the Owner.

If the Association incurs any expenses required of an Owner hereunder as permitted in this Section 2d of this Article VI, then the Owner shall pay to the Association the amounts expended by the Association within fifteen (15) days following receipt of an invoice. The amounts expended by the Association and not reimbursed as required above shall be deemed to be a Special Assessment levied against such Lot Owner.

e. Repairs Include Replacements. The term "repair" as used in Section 1 and Section 2 of this Article VI shall include necessary replacements located on a Lot or on the Common Areas.

### Section 3. Association Insurance.

a. Property Insurance. The Association shall obtain all-risk property hazard insurance for all insurable improvements on the Common Areas (except that driveways and other installations shall be insured by the Unit Owner), including Builder's Risk coverage, naming Declarant as an additional insured. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost in the event of damage or destruction from any insured casualty without co-insurance penalty.



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b. Liability Insurance. The Association shall further keep in full force and effect naming Declarant as an additional insured public liability insurance with personal injury liability coverage and with a contractual liability endorsement with minimum limits of at least One Million Dollars (\$1,000,000.00) on account of bodily injuries to or death of one (1) or more than one (1) person as a result of any one (1) accident or disaster and Five Hundred Thousand Dollars (\$500,000.00) on account of damage to property.

c. Deductible - General Provisions. The hazard insurance policies may contain a reasonable deductible. All insurance coverage shall be governed by the provisions hereinafter set forth:

i. All policies shall be written with a company with a minimum policy holder's rating of A- and a minimum financial rating of XII under Best's Key Rating Guide-Casualty most recently published by A.M. Best Company and licensed to do business in Ohio.

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

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

iv. All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement.

v. The Association's Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(1) a waiver of subrogation by the insurer as to any claims against the Association's Board, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(2) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

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

(4) a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of the conduct of any director, officer, or employec of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

(5) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and



(6) that the Association and Declarant (and any named Mortgagee) will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

d. Worker's Compensation. In addition to the other insurance required by this Section 3 of Article VI, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law; directors' and officers' liability coverage, if reasonably available at a reasonable price; a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds, if reasonably available; and flood insurance, if required. The amount of fidelity coverage shall be determined in the Trustees' best-business judgment but, if reasonably available, may not be less than three (3) months' Base Assessments on all Lots, 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 and Declarant of any cancellation, substantial modification, or non-renewal.

Section 4. Insurance for Owners. By virtue of taking title to a Lot which is subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry his or her all-risk casualty insurance on the Unit and Lot meeting the same requirements as set forth in Section 3.a and Section 3.c of this Article VI. In the event of an Insurable Loss that can be claimed on the Owner's insurance, the Owner is responsible to pay any deductible.

Section 5. Taxes and Assessments. The Association shall pay all real estate taxes and assessments levied against the Common Areas and any other property owned by the Association, seen or unforeseen, general or special. Owners of Lots shall pay all real estate taxes and assessments levied on their Lots.

Section 6. Utilities. The Association shall pay for all charges for water, sewer, electricity, gas, telephone and any other utility services used, rented or supplied to or in connection with any Common Areas except for water pursuant to Section 1.b of Article VI. Each Unit shall have its own separate utility meters.

Section 7. Garbage Removal. The Association shall arrange for the collection of garbage and rubbish from each Unit to be paid for directly by the Unit Owner or by the Association and charged to the Unit Owner as a Common Expense, unless such service shall be provided by the City of Macedonia. The Association may adopt rules with respect to garbage collection.

## ARTICLE VII. DAMAGE AND DESTRUCTION

Section 1. Common Area. As used in this paragraph, repair and restoration means repairing and restoring the Woodland Pointe Area 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.

a. Claim for Damage Covered by Association Insurance. Immediately after damage or destruction by fire or other casualty to all or any part of the Woodland Pointe Area covered by insurance written in the name of the Association, the Board or its duly authorized



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agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable estimates of the cost of repair and reconstruction.

b. Repair of Damage Covered by Association Insurance

i. Any damage or destruction to non-essential Common Areas required to be insured against by the Association shall be repaired and restored unless the casualty will cost more than Twenty Thousand Dollars (\$20,000) (2005 constant dollars) to restore and the Members representing at least seventy-five percent (75%) of the total vote of each class of Members shall decide within forty-five (45) days after the casualty not to repair or restore. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable 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 information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas shall be repaired or restored; provided, however, this provision shall not apply to construction Mortgagees providing construction financing for such damaged property.

ii. In the event that it should be determined in the manner described above that the damage or destruction to the Common Areas shall not be repaired or restored but no alternative improvements are authorized, then and in that event the affected portion of the Woodland Pointe Area shall be returned to their natural state and maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

c. Use of Insurance Proceeds. If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired and restored, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs and restoration as hereinafter provided. Any proceeds remaining after defraying such costs of repair and restoration to the Common Areas shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair and restoration is made, any insurance proceeds shall be retained by and for the benefit of the Association and placed in a capital improvement account. This is a covenant for the benefit of any Mortgagee of a Lot and may be enforced by such Mortgagee.

d. Damage Exceeding Insurance Proceeds. If after the damage or destruction to the Common Areas insurance proceeds are not sufficient to defray the cost thereof, notwithstanding anything in this Declaration to the contrary, the Board shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners on the same basis as provided for Annual Base Assessments. Additional Special Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Section 2. Units. Each owner of a Unit agrees to reconstruct and repair a damaged Unit promptly after any damage or destruction in a manner consistent with the original construction or such other plans and specifications as are approved by the Architectural Control Committee pursuant to Article V of this Declaration.

Section 3. Insurance Certificate for Units. Each Unit Owner shall within ten (10) days prior to the date such Owner acquires title to a Unit and at least ten (10) days prior to the



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expiration of a policy, cause its insurance carrier to (a) issue a certificate to the Association evidencing that such Unit Owner has the insurance required under Article VI. Section 4; and (b) agree to give written notice to the Association of the cancellation or reduction of such coverage. If such insurance or certificate is not obtained, the Association shall have the rights set forth in Article VI. Section 2.

ARTICLE VIII. NO PARTITION

Except as is permitted in this Declaration or amendments thereto, there shall be no physical partition of the Common Areas or any part thereof, nor shall any Person acquiring any interest in the Woodland Pointe Area or any part thereof seek any judicial partition unless the Woodland Pointe Area has been removed from the provisions of this Declaration. This Article VIII shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring title to real property (and then disposing of such real property) which may or may not be subject to this Declaration.

ARTICLE IX. CONDEMNATION

Whenever all or any part of the Common Areas shall be taken, or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least two-thirds (2/3) of the total voting power of each class of Membership, by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking Members representing at least seventy-five percent (75%) of the total voting power of each class of Membership shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article VII hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes the Board shall determine.

ARTICLE X. STAGED DEVELOPMENT - ADDITION OR DELETION OF PROPERTY

Section 1. Development in Stages. Declarant intends to develop the Lots, Units and the Common Areas within the Woodland Pointe Area as it is expanded (or contracted from time to time) in stages. The Common Areas may be developed, constructed and installed as the Lots are developed and Units constructed. The timing of the development is uncertain, but initially only a portion of the Lots may be developed and Declarant shall only be required to construct those private drives, streets and Utility Facilities which are necessary to support fully developed Lots and Units.



Section 2. Reduction of Woodland Pointe Area. Declarant reserves the right from time to time (a) to reduce the number of Lots within the Woodland Pointe Area, (b) to eliminate, reduce, or change the configuration of any Common Areas, and (c) to modify, reduce, or change the configuration of the Woodland Pointe Area. To accomplish any of the foregoing changes, Declarant or the Association shall execute and file a Supplemental Declaration with the Summit County Recorder.

Section 3. Declarant's Right to Expand the Woodland Pointe Area. Declarant reserves the right from time to time to expand the Woodland Pointe Area to include all or any part of the land within the Owned Expansion Area. Upon such expansion, such additional land may be used for Common Areas and/or Lots, as Declarant shall determine. Declarant reserves the right to eliminate one (1) or more Lots in connection with such expansion. To exercise such right of expansion, Declarant or the Association shall file a Supplemental Declaration with the Recorder of Summit County, Ohio, which Supplemental Declaration shall describe the additional land being added to the Woodland Pointe Area and include a Site Plan showing the additional land being added showing the Lots being added and showing the Common Areas, if any. The maximum number of Lots which may be added to the Woodland Pointe Area from time to time in the event of expansion shall be thirty-seven (37) in the Owned Expansion Area and the total number of Lots which may be within the Woodland Pointe Area when fully expanded shall not exceed sixty-three (63). Unless at least two-thirds (2/3) of each class of Member of the Association shall approve the right to expand the Woodland Pointe Area at a meeting held for such purpose, the right to expand the Woodland Pointe Area shall expire on the twentieth (20th) anniversary of the date of this Declaration. Class A Members will have the right to exercise voting rights with respect to Units in the Lots which they own following the first conveyance of the Lot containing a Unit by the Declarant. There are no requirements within the Woodland Pointe Area including any phase and any expansion, that the improvements constructed thereon be consistent with the initial improvements constructed in the Woodland Pointe Area in terms of appearance, type, quality of construction, or otherwise. The foregoing sentence, however, shall not be deemed to change the authority of the ACC pursuant to Article V hereof.

Section 4. Conversion of Common Areas to Lots and Lots to Common Areas. Declarant shall have the right from time to time prior to the thirtieth (30th) anniversary of the date of this Declaration to convert portions of Lots to Common Areas and to convert Common Areas to Lots. To accomplish said conversion, Declarant or the Association shall execute and file a Supplemental Declaration with the Summit County Recorder describing the portion of the Lot to be converted to a Common Area and/or the portion of a Common Area to be converted to a Lot.

**ARTICLE XI. MANAGEMENT OF THE ASSOCIATION**

Section 1. Common Area. The Association shall be responsible for the management and control of the Common Areas and all improvements thereon.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Woodland Pointe Area conveyed to it by the Declarant. The Board, also acting on behalf of the





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Association, shall also invest and reinvest monies in The Reserve Fund but shall not invest in investments making the invested funds unavailable for more than six (6) months.

Section 3. Employees and Managers. The Association shall have the right to engage employees and agents, including, without limitation, attorneys, accountants and consultants, and maintenance firms and contractors. The Association shall have the right to delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company (a "Manager"). Such delegation may be evidenced by a management agreement which shall provide for the duties to be performed by the Manager and for the payment to the Manager of reasonable compensation. Upon the expiration of each management agreement, the Association may renew said management agreement or enter into a different agreement with the same or a different Manager, provided that no management agreement or renewal thereof shall be for a period longer than three (3) years, and provided, further, that the Board may designate a different Manager with whom the Association shall enter into an agreement after the expiration of the then existing management agreement. The Manager may be the Declarant or an entity owned, controlled by, affiliated with, or associated with the Declarant or any shareholder, officer, director, agent or employee of Declarant (an "Affiliate"), but any such management agreement with Declarant or an affiliate of Declarant shall not extend longer than three (3) years after the end of the Class B Control Period.

Section 4. Enforcement. The Association may take all actions reasonably necessary under the circumstances to enforce the provisions of this Declaration.

Section 5. Rules. The Association, through its Board may make and enforce reasonable Rules governing the use of the Woodland Pointe Area, which Rules shall be consistent with the rights and duties established by this Declaration. Sanctions may include suspension of the right to vote and/or the right to use recreational facilities that are part of the Common Areas if an infraction is not remedied within sixty (60) days. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances.

Section 6. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Regulations, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

## ARTICLE XII. RESTRICTIONS

The Woodland Pointe Area shall be used only for residential, recreational, and related purposes (which shall include, without limitation, offices for any property manager retained by the Association or sales or business offices for the Declarant or the Association). The Association, acting through its Board of Trustees, shall have standing and the power to enforce such restrictions. The following restrictions shall be applicable to the Woodland Pointe Area and all Owners, Occupants or any guests:

Section 1. Signs. No sign of any kind or advertising device of any kind shall be erected within the Woodland Pointe Area without the prior written consent of the Declarant during the Class B Control Period or the Board thereafter. Except for signs installed by Declarant and the Association, no "For Sale" or "For Rent" or similar signs shall be permitted.



The Board and the Declarant shall have the right to erect signs or advertising devices within the Woodland Pointe Area as they, in their sole discretion, deem appropriate.

Section 2. Parking - Motor Vehicles. Vehicles shall be parked only in the attached garages or in the designated parking spaces or other designated areas or on the designated streets where permitted by the City of Macedonia. The Declarant and/or the Association may designate certain off-street parking areas for visitors or guests subject to reasonable Rules. Commercial vehicles (excluding two-axle trucks), tractors, mobile homes, boats, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, and boat trailers shall not be parked or stored in the Woodland Pointe Area other than in garages unless permitted by the Board and then only in areas designated by the Board. No unlicensed motor vehicles may be parked anywhere in the Woodland Pointe Area except within garages. The Declarant shall be permitted to park vehicles in parking spaces and other areas designated by Declarant as may be necessary to perform construction, repairs, sales and other functions of the Declarant. Notwithstanding anything herein to the contrary, the Board shall have the right to adopt rules relating to parking in drives.

Section 3. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Woodland Pointe Area, except that one (1) dog, up to two (2) cats, fish in indoor aquariums or tanks, and birds and reptiles in cages and tanks shall be permitted. No pets are permitted to roam free; those which, in the sole discretion of the Board, endanger the health, make objectionable noise or odors, or constitute a nuisance or inconvenience shall be removed upon request of the Board; and if the Owner fails to honor such request, the animal may be removed by the Board. No animals shall be kept, bred, or maintained for any commercial purpose. Dogs or cats which are household pets shall at all times whenever they are outside be confined on a leash held by a responsible person.

Section 4. Nuisance. No portion of the Woodland Pointe Area shall be used, in whole or in part, for the storage of any property or thing that will cause it to be or to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Woodland Pointe Area that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any portion of the Woodland Pointe Area, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Woodland Pointe Area. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment or value of the Woodland Pointe Area.

Section 5. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Woodland Pointe Area, including any Lot, without the prior written consent of the Board, except as permitted under applicable law. The Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Woodland Pointe Area, should any such master system or systems be utilized by the Association and require any such exterior apparatus.



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Section 6. Subdivision of Residences. Except for Lots and Units owned by Declarant, no Lot or Unit shall be subdivided or the boundary lines of a Lot changed except with the prior written approval of the Board. Declarant, however, hereby expressly reserves the right to re-plat any Lot owned by Declarant. Any such subdivision, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 7. Guns. The discharge of weapons within the Woodland Pointe Area is prohibited. The term "weapons" includes "B-B" guns, pellet guns, and firearms of all types, regardless of size, bows and arrows, and slingshots.

Section 8. Tents, Trailers and Temporary Structures. Except for structures utilized as part of religious observations for short periods, or as may be permitted by the Declarant or Board, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon a Lot or any part of the Woodland Pointe Area.

Section 9. Lighting. Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved in accordance with Article V of this Declaration.

Section 10. Waiver of Subrogation. Declarant, each Owner and Occupant, the Association, and any Person who owns, leases, operates or controls any Unit, improvement, building, structure, fixture, or item of personal property within the Woodland Pointe Area, as a condition of accepting title and/or possession of a Residence or other building or structure agrees for themselves, and their respective successors, heirs, executors, administrators, personal representatives, assigns and lessees, provided such agreement does not invalidate or prejudice any policy of insurance, in the event that any Unit, building, structure, improvement, fixture, or item of personal property within the Woodland Pointe Area are damaged or destroyed by fire or other casualty that is covered by insurance of the Declarant, Association, any Owner, Occupant or any other Person that owns, leases, operates or controls any portion of the Woodland Pointe Area, and lessees and sublessees of any of them, the rights, if any, of any of them against any other, or against the guests, employees, agents, employees, licensees or invitees of any of them with respect to such damage or destruction and with respect to any loss resulting therefrom, are hereby waived to the extent of the proceeds of insurance covering such damage or destruction.

Section 11. Grading. No person shall change the grade of any portion of the Woodland Pointe Area without first obtaining the prior written consent of the Board or the ACC.

Section 12. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot or Exclusive Use Area or any property therein. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any part of the Woodland Pointe Area.

Section 13. Garbage Cans. All garbage cans and other similar items shall be kept within garages except during a reasonable period to be established by the Board preceding the pick-up of such garbage so as to be concealed from view of neighboring Units, streets, and



property located adjacent to the Unit. All rubbish, trash and garbage shall be kept in proper containers in accordance with applicable law and the rules to be adopted by the Association.

Section 14. Air Conditioning Units. Except as may be permitted by the Board, no window air conditioning units will be installed in any Unit.

Section 15. Leasing. No Owner or Occupant shall lease his or her Unit for less than six (6) months or lease a portion (but not all) of a Unit, without the prior consent of the Association. The names of all persons leasing a Unit shall be furnished to the Association by the Owner as a condition of such lease; and any lessee shall be subject to all of the duties and obligations set forth in this Declaration.

Section 16. Business Use. No trade or business may be conducted in or from any Unit, except that an Owner or Occupant may conduct business activities within the Unit so long as:

- a. The existence or operation of the business activity is not apparent or detectable by sight, sound or smell outside of the Unit;
- b. The business activity conforms to all zoning and other governmental requirements;
- c. The business activity does not involve door to door solicitation of residents within the Woodland Pointe Area;
- d. The business activity is consistent with the residential character of the Woodland Pointe Area and does not constitute a nuisance, or hazardous or offensive use, or threaten the security or safety of other residents, as may be determined in the sole discretion of the Board; and
- e. The business will not generate the need for more than one (1) parking space at any given time for the visitors of such Unit and any such visitor must park in front of the Unit in which the business is being operated.

Section 17. Repair or Removal of Damaged Property. In the event that any improvement, building or structure within a Lot or Exclusive Use Area shall be damaged or destroyed by fire or other casualty the Owner shall promptly either (a) commence the repair or rebuilding of said improvements following such damage or destruction and thereafter diligently and continuously complete the same, or (b) provided the following is not prohibited herein, raze said improvement, building or structure and remove all rubble and debris from the area as promptly as possible in the circumstances, but in any event the improvement, building or structure promptly shall be placed in a safe, clean and sightly condition, so as not to distract from the appearance of the Woodland Pointe Area.

Section 18. Compliance With Recorded Instruments. All Owners and Occupants shall comply with all recorded easements, restrictions, and covenants affecting their Lots and/or their Exclusive Use Areas.



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Section 19. Violation of Article XII. If any Person required to comply with the foregoing covenants, conditions, and restrictions shall violate any one of the same, the Declarant or the Board shall have the right to give such written notice to such Person to terminate, remove or extinguish such violation. Such notice shall expressly set forth the facts constituting such violation.

If within fifteen (15) days after written notice of such violation, reasonable steps shall not have been taken toward the removal, alleviation or termination of same or if such remedial action is not prosecuted with due diligence until satisfactory completion of same, the Declarant or the Board shall have the right, through their respective agents and employees, to enter upon that portion of the Woodland Pointe Area where the violation exists and to summarily terminate, remove or extinguish the same. In addition to the foregoing, the Declarant or the Board shall have the right to obtain an injunction from any court having jurisdiction for the cessation of such violation. The rights and remedies of the Board and the Declarant contained in this Paragraph shall be nonexclusive and in addition to any other rights or remedies available at law or in equity.

The Board or the Declarant shall notify in writing the person in violation of this Article XII and Owner of the Lot on which the violation occurred of all the costs incurred to remedy same and any other damages to which the Association or Declarant may be entitled. If such amounts are not paid within ten (10) days following said notification, then the Board shall have the right to levy a Special Assessment and, upon failure to pay such Special Assessment, may perfect a lien upon a portion of the Property owned or occupied by such Person. In addition, the Owner of any portion of the Woodland Pointe Area in violation of this Article XII shall be liable, jointly and severally, for any violations of an Occupant of such Owner's property.

ARTICLE XIII. EASEMENTS

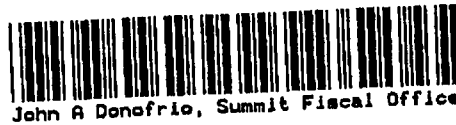
In addition to any easements created elsewhere in this Declaration, the Woodland Pointe Area is hereby made subject to the following easements and reservations of easements, each of which together with all other easements created in this Declaration shall, unless otherwise expressly provided, be non-exclusive, continue in perpetuity, run with the land, and inure to the benefit of and be binding upon the grantors and grantees thereof, each Mortgagee, and any other Person having an interest in the Woodland Pointe Area, or any part thereof, and the respective heirs, devisees, administrators, executors, personal representatives, successors and assigns of any of the foregoing.

Section 1. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Areas adjacent thereto or between adjacent Units and Lots due to the initial placement or settling or shifting of the Units or improvements constructed, reconstructed, or altered thereon.

Section 2. Easements for Utilities, Etc.

a. Blanket Easements.

i. There is hereby reserved unto Declarant, the Association, and those designated by each (which may include, without limitation, any Owner, governmental body, political subdivision, and any public or private utility company), blanket easements upon,



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in, across, over, and under:

(1) all portions of the Woodland Pointe Area including, without limitation, Lots and Units, for installing, tying into, using, replacing, repairing and maintaining drainage systems, exterior lights and Utility Facilities, for the benefit of one or more than one Unit or Lot, or the Common Areas, together with ingress and egress thereto; and

(2) the Common Areas of the Woodland Pointe Area for installing, using, replacing, repairing and maintaining driveways, walkways, trails, bicycle pathways and other Recreation Facilities as may be installed from time to time by Declarant or Association, together with ingress and egress thereto.

ii. In the event that any Person other than an Owner shall tie into and use any Utility Facilities now or hereafter located in, upon, over, or under the surface of the land of the Woodland Pointe Area, the beneficiary of such connection may, in the Declarant's sole discretion, be required to pay to Declarant a proportionate share of the costs of constructing, installing, maintaining, repairing, and replacing such Utility Facility based on the proportion the use thereof by each such beneficiary bears to the total use thereof by all Persons using such Utility Facility, as determined in the sole discretion of the Declarant.

b. Specific Easements. Should any Person furnishing a service covered by the blanket easement herein provided or should any Person benefiting from a blanket easement herein provided request a specific easement by separate recordable document, the Board of Trustees shall have the right to grant such easement over the Woodland Pointe Area. The easements provided for in this Article XIII shall in no way adversely affect any other recorded easement on the Woodland Pointe Area.

c. Use of Easements. If the Association or Declarant does any work on a Lot or Unit pursuant to the rights granted in this Section 2 of Article XIII, the Association or Declarant shall promptly repair any damage it caused.

Section 3. Easements for Construction, Alterations, Etc. Easements are hereby created in favor of Declarant, the Association, and the designees of each (which may include, without limitation, any Owner, governmental body, and any public or private utility company) upon portions of the Common Areas necessary in connection with the construction, alteration, rebuilding, restoration, maintenance and repair of any Lots or Common Areas within the Woodland Pointe Area; provided that in the exercise of any rights under this easement, there shall be no unreasonable interference with the use of any building or structure on the Woodland Pointe Area. Any Person benefiting from the foregoing easement shall indemnify and save harmless the Declarant, the Association and each Owner from and against any and all lawsuits, damages, liabilities, claims and expenses, including reasonable attorneys fees, resulting from any construction, rebuilding, alteration, restoration, maintenance and repair within the Woodland Pointe Area and shall repair any damage caused in connection with such activities.

Section 4. Granting Easements to Others - Easements Reserved to Declarant.

a. Granting Non-Exclusive Easements. The Declarant and the Association shall each have the right to grant and reserve non-exclusive easements:



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i. to third parties to install, use, tie into, repair, maintain, replace and inspect all or any part of the Utility Facilities located from time to time in the Common Areas or within a Lot, and the dedicated public streets, drives and walks within the Common Areas of the Woodland Pointe Area, and

ii. to utility companies for the installation, repair and replacement of Utility Facilities within the Common Areas or on a Lot as may be desired by the Declarant or the Association (acting through the Board). For example, the Declarant and/or the Association could grant the owner of adjacent property including property outside the Woodland Pointe Area the right to install and/or to tie in to a Utility Facility in the Woodland Pointe Area or to use a private drive located within the Common Areas of the Woodland Pointe Area, without violation of this Declaration and without the authorization of the Class A Members.

b. Reserved Easements. Without limiting the generality of the provisions of Section 4a of this Article XIII, Declarant reserves the right and easement to install, tie into, use, repair, replace, inspect and maintain all or any part of the Utility Facilities located from time to time in the Common Areas or within a Lot and the private drives, dedicated public streets and walks within the Common Areas of the Woodland Pointe Area, for the benefit of Declarant, its successors, assigns and grantees and any other owners and occupants of the land within the Owned Expansion Area, or within any land which is now or subsequently becomes a part of the Woodland Pointe Area or which is deleted from the Woodland Pointe Area by Declarant or the Association. Further, in addition to any other ways in which such easements may be acknowledged, Declarant shall have the right to record an affidavit or other documentation referring to the rights granted to and reserved by Declarant herein and specifying the land which will have the rights and easements reserved herein.

c. Benefited Property. The real property benefiting from the easements reserved or granted pursuant to Section 4a or Section 4b of this Article XIII hereof is referred to as the "Benefited Property" and the owners of the Benefited Property are referred to as the "Benefited Owners." The Association shall keep the Common Areas, including, without limitation, the Utility Facilities and Recreation Facilities in the Common Areas and Lots and the, drives and walks within the Common Areas of the Woodland Pointe Area in good condition and repair, free from unreasonably accumulations of ice and snow. Each Benefited Owner shall pay to the Association such Owner's "Share" of the cost of repairing, maintaining and replacing the Utility Facilities, Recreation Facilities, drives and walks which such Benefited Owner shall have the right to use pursuant to this Section 4. Such "Share" shall be determined by multiplying such costs times a fraction, the numerator of which being one (1), and the denominator of which being the total number of dwelling units located within the Woodland Pointe Area and the Benefited Property which have the right to use such the Utility Facility, Recreation Facility, drive or walk for which such cost shall have been incurred.

d. Easements Granted by Owners of Lots. In granting any such easements set forth in this Section 4 of this Article XIII with respect to a Utility Facility on a Lot, the Owner of the Lot who is requested by the Declarant or the Board to grant such easement shall execute any instruments or documents requested to grant such easement [except no such easement shall be granted on land on which a Unit has or will be constructed]. Each Owner and his or her respective Mortgagees, by acceptance of a deed conveying such ownership interest or a Mortgage encumbering such ownership interest, as the case may be, hereby agrees to grant such


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easements in recordable form; and such Owner and Mortgagees irrevocably appoint any member of the Board as his or her attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney, at the option of the attorney, to execute, acknowledge and record for and in the name of such Owner and his or her Mortgagees such easements, subordinations of Mortgages, or other instruments as may be necessary or desirable to effect and/or enjoy the foregoing.

Section 5. Parking Easements. The Declarant and its agents, contractors, employees, and customers shall have the right and easement to park in parking spaces and other areas where permitted by the Board, Declarant, or the Architectural Control Committee as may be necessary during construction or sale of Units or improvements or the repair and maintenance thereof, or in connection with the sales of Units, whether or not such construction is taking place on or off the Woodland Pointe Area.

Section 6. Easement to Maintain Sales Offices, Models, Etc. Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and sale of Lots or Units shall continue on the Woodland Pointe Area or on any expansion area, it shall be expressly permissible for Declarant and those designated by Declarant to maintain and carry on upon portions of the Common Areas or Lots such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Units whether such Units are located on or off the Woodland Pointe Area, including, but not limited to, administrative/customer services, construction offices/trailers, parking signs, signs, model residences, and sales and resales offices, and the Declarant and its designees and their guests, licensees and invitees shall have an easement for access to such facilities and for use of other facilities reasonably required.

Section 7. Common Driveway Easements. In the case of Owners of adjacent Units sharing common driveway easements, as shown on the Woodland Pointe Phase 1 Plat as recorded in Reception No. 55216714 of Summit County, Ohio, official records, the following shall apply:

- a. The Owner of adjacent Units sharing a driveway shall, from the date of conveyance to him of his Unit, have the right to use the driveway jointly with the Owner and Occupants of the adjacent Unit.
- b. No Owner or Occupant sharing a driveway shall park or permit parking of any vehicle(s) on the shared portion of the driveway, or otherwise obstruct or permit any obstruction of vehicles or persons from entering or exiting over the shared portion of the driveway.
- c. The covenants herein contained shall be perpetual and shall run with the land of both Lots sharing the driveway, but the covenants herein shall not operate to convey to either party the fee to any part of the land owned or to be acquired by the other party, the creation of rights, easements and obligations to said driveways being the sole purpose hereof.

**ARTICLE XIV. GENERAL PROVISIONS**

Section 1. Term. The covenants, restrictions, easements and provisions of this Declaration shall run with and bind the Woodland Pointe Area, and shall inure to the benefit of and shall be enforceable by the Declarant, the Association or the Owner of any Lot in the





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Woodland Pointe Area subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for the term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by the then Owners having a majority of the voting power of the Association, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

Section 2. Amendment of Declaration.

a. Amendment by Declarant. The Declarant shall have the sole right to amend this Declaration and Regulations during the Class B Control Period unilaterally so long as the amendments shall not change the voting rights of the Class A members or the method of calculating Base and Special Assessments pursuant to this Declaration.

b. Amendment to Correct Errors or to Comply with Law. In addition, the Declarant or the Board shall have the right to amend this Declaration, the Articles of Incorporation and/or the Regulations without the consent of any Person to correct errors of omission or commission or as required to comply with the requirements of The Federal National Mortgage Association, the Government National Mortgage Association, The Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, The Federal Housing Association, the Veterans Administration, or any other governmental agency or public or quasi public private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, or to bring the Declaration, the Articles of Incorporation and/or the Regulations in compliance with applicable laws or to resolve any conflicts or ambiguities of the provisions of this Declaration, the Articles or the Regulations.

c. Amendment by Members. After the Class B Control Period, except as set forth in paragraph (b) above or as otherwise provided in this Declaration or the Regulations, this Declaration or the Regulations may be amended only by the affirmative vote of Members representing seventy-five (75%) percent of the total voting power of each Class of Members present and voting at a meeting called for such purpose.

d. Constructive Notice. Each Owner and Mortgagee shall be deemed to have knowledge of any amendment made pursuant to this Section 2 of this Article XIV upon the recording of such amendment in the Summit County Records; and each Owner and Mortgagee shall be entitled at any time to request from the Declarant or the Board copies of the Declaration as then amended.

e. An amendment to be effective must be recorded in the public records of Summit County, Ohio. During the Class B Control Period, the Declarant acting unilaterally shall have the right to execute and file such amendment for recording. The Association, however, shall execute any documents or instruments required or requested by the Declarant to manifest the intention of this Section 2 of this Article XIV.

f. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee



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or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

**Section 3. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**Section 4. Right of Entry.** The Association shall have the right, but not the obligation, to enter into any Lot or Unit for emergency, security, or safety, which right may be exercised by the Association's Board of Trustees, officers, agents, employees or managers. Except in an emergency situation, entry shall only be made during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

**Section 5. Perpetuities.** If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of George W. Bush, 43<sup>rd</sup> President of the United States.

**Section 6. Litigation.** Except during the Class B Control Period, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Board members and seventy-five percent (75%) of the Class A Membership. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of Assessments; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it.

**Section 7. Indemnification.** The Association shall indemnify, to the full extent then permitted by law, Declarant and every officer and trustee of the Association who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (including settlement of any suit or proceeding, if approved by the then Board), whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a trustee, officer, employee or agent of Declarant or an officer or trustee of the Association, or is or was serving at the request of the Association or Declarant as a director, trustee, officer, employee or agent of another corporation, domestic or foreign, non-profit or for profit, partnership, joint venture, trust or other enterprise or as a result of action or inaction by Declarant or such person; provided, however, that the Association shall indemnify any such agent (as opposed to any trustee, officer or employee) of Declarant or the Association to an extent greater than that required by law only if and to the extent that the trustees may, in their discretion, so determine. The indemnification provided hereby shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any law, the Articles or any agreement, vote of disinterested trustees or otherwise, both as to action in official capacities and as to action in another capacity while he is a trustee, officer, employee or agent of Declarant or an officer or trustee of the Association, and shall continue as to a person who has ceased to be a director, trustee, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. Without limiting the generality of the foregoing, the



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Association shall indemnify Declarant and every officer and trustee of the Association for any act or failure to act taken in his capacity as such, whether or not including any mistake of judgment (negligent or otherwise), except for any act or failure to act of willful malfeasance.

Declarant and the officers and trustees of the Association shall have no personal liability with respect to any contract or other commitment made by them on behalf of Declarant and/or the Association, and the Association shall indemnify and forever hold Declarant and each such officer and trustee of the Association free and harmless against any and all liability to others on account of any such contract or commitment, unless such contract or other commitment is illegal or is made with his own individual willful malfeasance.

Section 8. Exhibits. All exhibits referred to in this Declaration are attached to and made a part hereof.

ARTICLE XV. MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first Mortgages on Units in the Woodland Pointe Area. The provisions of this Article apply to both this Declaration and to the Regulations, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional first Mortgagee and any insurer or guarantor of an institutional first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the residence address, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

- a. any condemnation loss or any casualty loss which affects a material portion of the Woodland Pointe Area or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;
- b. any delinquency in the payment of Assessments owed by an Owner of a Unit subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a First Institutional Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit subject to the Mortgage of such eligible holder of any obligation under the Declaration or Regulations of the Association which is not cured within sixty (60) days;
- c. any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or
- d. any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of foregoing. Unless at least two-thirds (2/3) of the first Institutional Mortgagees or Members representing at least two-thirds (2/3) of the total Association vote entitled to be cast thereon consent, the Association shall not:



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a. by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Areas which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Areas, the transfer of Common Areas by Declarant in connection with the creation or modification of Lots, and the transfer of diminutive portions of the Common Areas by Declarant or the Board in good faith shall not be deemed a transfer within the meaning of this subsection);

b. change the method of determining the obligations, Assessments, dues, or other charges which may be levied against an Owner;

c. by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Areas (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);

d. fail to maintain insurance, as required by this Declaration; or

e. use hazard insurance proceeds for any Common Areas losses for other than the repair, replacement, or reconstruction of such property.

First Institutional Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Areas and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first institutional Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. No Priority. No provision of this Declaration or the Regulations gives or shall be construed as giving any Owner or other party priority over any rights of the First Institutional Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Areas.

Section 4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's residence.

Section 5. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article XV or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 6. Applicability of Article. Nothing contained in this Article XV shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Regulations, or Ohio corporate law for any of the acts set out in this Article XV.

Section 7. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have



approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

#### ARTICLE XVI. DECLARANT'S RIGHTS

Section 1. Transfer of Declarant's Rights. Any or all of the special rights and obligations of the Declarant may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant.

Section 2. Declarant's Consent Required. So long as Declarant continues to have rights as a Class B Member, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument or any amendment thereof affecting any portion of the Woodland Pointe Area without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument or any Amendment thereof being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant; provided, however, the rights contained in this Article XVI shall terminate upon the earlier of (i) twenty (20) years from the date this Declaration is recorded, or (ii) upon recording by Declarant of a written statement that all sales activity has ceased.

Section 3. Judgments Against Declarant. In the event that a money judgment shall be obtained against Declarant, such judgment shall be satisfied only out of the interest of the Declarant in the lands constituting the Woodland Pointe Area as then constituted, it being agreed the Declarant shall have no personal liability for any deficiency.

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 NISC 540.00  
 John A Donofrio, Summit Fiscal Officer

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 8<sup>th</sup> day of August 2005.

Woodland Pointe Associates, an Ohio general partnership, Declarant

By: FCLG, Inc., Partner

By: [Signature]  
 Robert F. Monchein, President

By: HGG Woodland Pointe Ltd., Partner

By: [Signature]  
 Gary L. Gross, Member

**COUNTY OF SUMMIT**

No. \_\_\_\_\_  
 CERTIFICATE OF PARTNERSHIP  
 FILED \_\_\_\_\_ 20  
 Recorded - Vol. \_\_\_\_\_ Pg. \_\_\_\_\_  
 OR \_\_\_\_\_ PG \_\_\_\_\_  
 JOHN A. DONOFRIO  
 Fiscal Officer  
 County of Summit  
 Date \_\_\_\_\_ By Dep \_\_\_\_\_

**NO CERTIFICATE OF RECORD AT TIME OF FILING.**

The Woodland Pointe Homeowners Association joins in the execution of this Declaration to express its consent and approval of the terms and provisions hereof, this 8<sup>th</sup> day of August, 2005.

**WOODLAND POINTE HOMEOWNERS ASSOCIATION**

By: [Signature]  
 Kurt Updegraff, President

By: [Signature]  
 Kelly Leggin, Secretary

STATE OF OHIO )  
 )SS.  
 COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me a notary public on the 8<sup>th</sup> day of August, 2005, by Woodland Pointe Associates, by FCLG, Inc., its General Partner acting by and through Robert F. Monchein <sup>President</sup> who acknowledged that he did sign the foregoing Declaration as the free act and deed of the General Partnership, the Corporation, and was his free act and deed as such officer.

[Signature]  
 Notary Public

**MICHAELENE S. PILCH**  
 Notary Public, State of Ohio  
 My Commission Expires Sept. 27, 2005  
 Recorded in Cuyahoga County



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MISC 540.00

STATE OF OHIO )  
 )SS.  
COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me a notary public on the 8<sup>th</sup> day of August, 2005, by Woodland Pointe Associates, by HGG Woodland Pointe Ltd. its General Partner acting by and through Gary L. Gross, its Member, who acknowledged that he did sign the foregoing Declaration as the free act and deed of the General Partnership, the limited liability company, and was his free act and deed as such officer.

Debra M Baran  
Notary Public



DEBRA M. BARAN, Notary Public  
STATE OF OHIO  
My Commission Expires July 20, 2007

STATE OF OHIO )  
 )SS.  
COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me a notary public on the 8<sup>th</sup> day of August, 2005, by Kurt Updegraff the President, and Kelly Leggin the Secretary of Woodland Pointe Homeowners Association., an Ohio corporation not for profit, on behalf of the corporation and the same is the free act and deed of the corporation and their free act and deed as such officers.

Debra M Baran  
Notary Public



DEBRA M. BARAN, Notary Public  
STATE OF OHIO  
My Commission Expires July 20, 2007

This instrument prepared by:  
Aaron S. Evenchik, Esq.  
14300 Ridge Road, Suite 100  
North Royalton, OH 44133

EXHIBIT A

Legal Description of the Initial Woodland Pointe Area

The Initial Woodland Pointe Area, as shown on Exhibit B (Site Plan), part of the recorded Plat for Woodland Pointe as Summit County Reception Number 55216714, includes Sublots 1 through 26, Blocks A, B and C, and Juniper Court and Willow Lane.



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Jehn A Donofrio, Summit Fiscal Officer



EXHIBIT A-1

Legal Description of Owned Expansion Areas

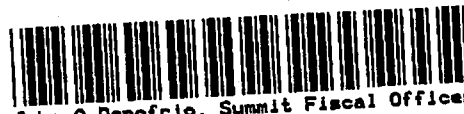
The Owned Expansion Areas, as shown on Exhibit B (Site Plan), part of the recorded Plat for Woodland Pointe as Summit County Reception Number 55216714, includes Block D.

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John A Donofrio, Summit Fiscal Officer

EXHIBIT A-2

Legal Description of the Initial Common Area

The Initial Common Area, as shown on Exhibit B (Site Plan), part of the recorded Plat for Woodland Pointe as Summit County Reception Number 55216714, includes Blocks A, B and C.



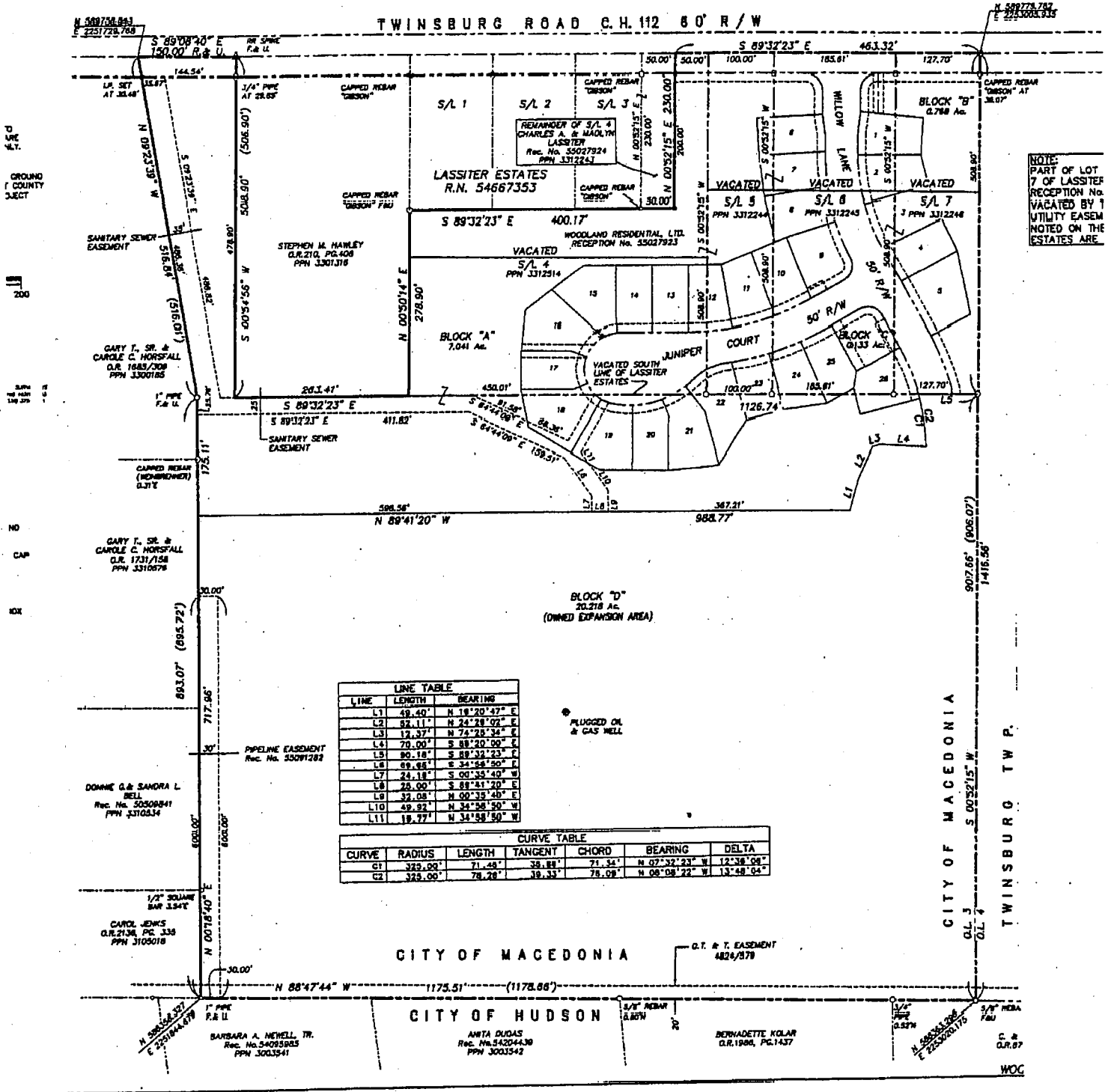
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MISC 540.00

John A Donofrio, Summit Fiscal Officer

EXHIBIT B

Site Plan

WOODLAND POINTE (PHASE 1)  
 BOUNDARY, BLOCK "D", GENERAL PLAN AND VACATION OF LOTS  
 SEE SHEET 3 FOR DETAILS OF PROPOSED SUBDIVISION



NOTE:  
 PART OF LOT 7 OF LASSITER RECEPTION No. 35027924 VACATED BY 1 UTILITY EASEMENT NOTED ON THE ESTATES ARE.

John A Donofrio, Summit Fiscal Officer

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EXHIBIT C

ARTICLES OF INCORPORATION

OF

WOODLAND POINTE HOMEOWNERS ASSOCIATION



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Doc ID → 200505300918



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
02/22/2006	200505300918	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	100.00	.00	.00	.00

**Receipt**

This is not a bill. Please do not remit payment.

WOODLAND RESIDENTIAL  
14300 RIDGE RD., 100  
NORTH ROYALTON, OH 44133

# STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1520256

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**WOODLAND POINTE HOMEOWNERS ASSOCIATION**  
and, that said business records show the filing and recording of:

Document(s)  
**DOMESTIC ARTICLES/NON-PROFIT**

Document No(s):  
**200505300918**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 22nd day of February,  
A.D. 2006.

*J. Kenneth Blackwell*  
Ohio Secretary of State



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John A Donofrio, Summit Fiscal Officer



Prescribed by J. Kenneth Blackwell

Ohio Secretary of State  
Central Office (614) 466-3910  
Toll Free: 1-877-SCS-FILE (1-877-767-3453)

www.state.oh.us/sos  
e-mail: busdev@sos.state.oh.us

Expedite this Form: (check one)	
<input checked="" type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 <small>** Requires an additional fee of \$50 **</small>
<input type="radio"/> No	PO Box 670 Columbus, OH 43218

**INITIAL ARTICLES OF INCORPORATION**  
(For Domestic Profit or Non-Profit)  
Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

<input type="checkbox"/> (1) Articles of Incorporation Profit (113-ARP) ORC 1701	<input checked="" type="checkbox"/> (2) Articles of Incorporation Non-Profit (114-ARN) ORC 1702	<input type="checkbox"/> (3) Articles of Incorporation Professional (170-APP) Profession _____ ORC 1705
--	---	--

2005 FEB 22 11:18 AM

Complete the general information in this section for the box checked above.

FIRST: Name of Corporation Woodland Pointe Homeowners Association

SECOND: Location North Royalton Cuyahoga  
(City) (County)

Effective Date (Optional) \_\_\_\_\_ Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.  
(mm/dd/yyyy)

Check here if additional provisions are attached

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

THIRD: Purpose for which corporation is formed

See Attachment A attached hereto and incorporated herein.

Complete the information in this section if box (1) or (3) is checked.

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

(No. of Shares)	(Type)	(Par Value)

(Refer to instructions if needed)



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John A Donofrio, Summit Fiscal Officer


Complete the information in this section if box (1) (2) or (3) is checked.

### ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Woodland Pointe Homeowners Association hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is


Kurt Updegraff  
(Name)  
14300 Ridge Road, Suite 100  
(Street) NOTE: P.O. Box Addresses are NOT acceptable.

North Royalton, Ohio 44133  
(City) (Zip Code)

Must be authenticated by an authorized representative	 Authorized Representative	<u>2/17/2005</u> Date
	<input type="text"/> Authorized Representative	<input type="text"/> Date
	<input type="text"/> Authorized Representative	<input type="text"/> Date

#### ACCEPTANCE OF APPOINTMENT

The Undersigned, Kurt Updegraff, named herein as the Statutory agent for, Woodland Pointe Homeowners Association, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature:   
(Statutory Agent)



John A Donofrio, Summit Fiscal Officer

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Completing the information in this section is optional.

FIFTH: The following are the names and addresses of the individuals who are to serve as Initial Directors.

Kurt Updegraff  
(Name)  
14300 Ridge Road, Suite 100  
(Street) NOTE: P.O. Box Addresses are NOT acceptable.

North Royalton Ohio 44133  
(City) (State) (Zip Code)

Matt Pakumbo  
(Name)  
14300 Ridge Road, Suite 100  
(Street) NOTE: P.O. Box Addresses are NOT acceptable.

North Royalton Ohio 44133  
(City) (State) (Zip Code)

Kelly Leggin  
(Name)  
14300 Ridge Road, Suite 100  
(Street) NOTE: P.O. Box Addresses are NOT acceptable.

North Royalton Ohio 44133  
(City) (State) (Zip Code)

**REQUIRED**  
 Must be authenticated  
 (signed) by an authorized  
 representative  
 (See instructions)

Kurt Updegraff  
 Authorized Representative

2/17/2005  
 Date

Kurt Updegraff  
 (Print Name)

\_\_\_\_\_  
 Authorized Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 (Print Name)

\_\_\_\_\_  
 Authorized Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 (Print Name)



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**ATTACHMENT A**

**WOODLAND POINTE HOMEOWNERS ASSOCIATION**

a Non-Profit Corporation

THIRD. The purpose(s) for which this corporation is formed is:

1. To own, maintain, repair, replace, manage and operate the Common Area of the Woodland Pointe Area and to do certain maintenance on the Lots shown upon a recorded drawing or subdivision map of the Woodland Pointe Area with the exception of the Common Area, intended to contain a Unit.
2. To establish rules, regulations and criteria applicable to the Woodland Pointe Area.
3. To establish an orderly and efficient system of billing to pay for the expenses incurred in the furtherance of the purposes of the corporation.
4. To carry out the responsibilities and obligations of the corporation set forth in the Declaration of Covenants, conditions and Restrictions for Woodland Pointe Homeowners Association (the "Declaration") which will be filed for record in the office of the Summit County Recorder, to exercise the rights set forth in the Declaration, and to perform such acts and deeds as are deemed necessary to achieve the aforesaid objectives.

John A Donofrio, Summit Fiscal Officer

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Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State  
Central Ohio: (614) 466-3910  
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos  
e-mail: busserv@sos.state.oh.us

### CONSENT FOR USE OF SIMILAR NAME

(For Domestic / Foreign, Profit or Non-Profit)  
Must Be Accompanied By Another Form

2005 FEB 22 11:08:04

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX) This filing does not extend the registration period

<input type="checkbox"/> Where consenting entity is a corporation (147-CSC)	Where consenting entity is a registrant of <input type="checkbox"/> Trade Name <input type="checkbox"/> Service Mark <input type="checkbox"/> Trade Mark (149-CSM)	Where consenting entity is a <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership Having Limited Liability (148-CSL)
--	--	---

Check here if additional provisions are attached

Charter or Registration No. of Entity Giving Consent: 1444740

Name of Entity Giving Consent: Woodland Residential, Ltd.

Gives its Consent To: Woodland Points Homeowners Association

To Use The Name: Woodland Points

**REQUIRED**  
Must be authenticated (signed) by an authorized representative

[Signature] 2/17/2005  
Authorized Representative Date

\_\_\_\_\_  
Authorized Representative Date

If the consenting party is a partnership, all general partners must sign. If only one partner is authorized to sign, a copy of the resolution authorizing the signature must be included.



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John A Donofrio, Summit Fiscal Officer

EXHIBIT D

Regulations



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John A Donofrio, Summit Fiscal Officer

**REGULATIONS OF**  
**WOODLAND POINTE HOMEOWNERS ASSOCIATION**



John A Donofrio, Summit Fiscal Officer

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John A Donofrio, Summit Fiscal Officer

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REGULATIONS  
OF  
WOODLAND POINTE HOMEOWNERS ASSOCIATION

Article I  
Name, Principal Office, and Definitions

Section 1. Name. The name of the Association shall be Woodland Pointe Homeowners Association (hereinafter sometimes referred to as the "Association").

Section 2. Principal Office. The principal office of the Association in the State of Ohio shall be located at 14300 Ridge Road, Suite 100, North Royalton, Ohio.

Section 3. Definitions. The words used in these Regulations (the "Regulations") shall have the same meaning as set forth in that Declaration of Covenants, Conditions and Restrictions for the Woodcraft Glen Homeowners Association (said Declaration, as amended, renewed or extended from time to time is hereinafter sometimes referred to as the "Declaration").

Article II  
Association: Membership,  
Meetings, Quorum, Voting, Proxies

Section 1. Membership. The Association shall have two (2) classes of Membership, Class A and Class B. Class A Members shall be all Owners, with the exception of the Declarant. When more than one person holds an interest in any Lot, all such persons shall be Members. The Class B Member shall be the Declarant.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Trustees.

Section 3. Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within two (2) months from the date of the end of the Class B Control Period, unless the Declarant determines in its sole discretion to call a special meeting prior thereto. Subsequent regular annual meetings shall be set by the Board so as to occur at least ninety (90) but not more than one hundred twenty (120) days before the close of the Association's fiscal year on a date and at a time set by the Board of Trustees. Notwithstanding the above, during the Class B Control Period, the Declarant may hold annual meetings to the extent they may be permitted by applicable law; and such meetings shall be informative only with Declarant appointing all members of the Board and taking all actions as provided in these Regulations and the Declaration.



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Section 4. Special Meetings. The Declarant or the President may call special meetings. In addition after the Class B Control Period, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Trustees or upon a petition signed by Class A Members representing at least twenty-five percent (25%) of the total Class A voting power of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than five (5) nor more than fifty (50) days before the date of such meeting, by or at the direction of the Declarant, President, Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or these Regulations, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered three (3) days after it is deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed to be a waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order.

Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, Members who possess the power to exercise a majority of the voting power of the Association present at such meeting, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to voting Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members representing at least



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John A Donofrio, Summit Fiscal Officer



twenty-five (25%) percent of the total votes of the Members of the Association remain in attendance.

Section 8. Voting. Each Class A Member shall have one (1) vote for each Lot owned. The Class B Member shall have six (6) votes for each Lot owned and for each possible Lot pursuant to the rights granted to it in the Declaration and Articles.

Section 9. Proxies. Except as may be set forth in the Declaration, Class A Members may not vote by proxy.

Section 10. Votes Required. Except for the election of members of the Board of Trustees, and except as otherwise provided in these Regulations or in the Declaration, any action brought before the Class A Membership of the Association shall require the vote of seventy-five percent (75%) of the voting power of the Class A Members of the Association plus, during the Class B Control Period, the written approval of such action by the Class B Member.

Section 11. Quorum. Except as set forth in the Declaration, the presence of (a) fifteen (15) Class A Members or thirty percent (30%) of the Class A Members, whichever is less, and (b) the representative of the Declarant shall constitute a quorum at all meetings of Members of the Association.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as record of all transactions occurring at the meeting.

Section 13. Action Without A Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if written consent setting forth the action so taken is signed by a sufficient number of the Members entitled to vote as is necessary to adopt such matter at a meeting of Members and any such consent shall have the same force and effect as the vote of the Members.

### Article III

#### Board of Trustees: Number, Powers, Meetings

##### A. Composition, Number, and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Trustees. Except with respect to Trustees appointed by the Declarant who need not be Owners or Occupants, the Trustees shall be Owners or Occupants or spouses of Owners or Occupants.

Section 2. Number and Selection - During Class B Control Period - Voting. During the Class B Control Period there shall be five (5) Trustees who shall be selected by the Class B Member acting in its sole discretion. Each such Trustee shall have one (1) vote.



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John A Donofrio, Summit Fiscal Officer

Section 3. Number and Selection - After Class B Control Period - Voting. After the Class B Control Period there shall be five (5) Trustees of the Association. Each such Trustee shall have one (1) vote.

Section 4. Election and Term of Office. (a) Until the termination of the Class B Control Period, the Declarant shall appoint all five (5) members of the Board, who shall serve at the pleasure of the Declarant and may be changed by the Declarant at any time and from time to time.

(b) After the termination of the Class B Control Period the Class A Members shall elect the members of the Board.

(c) At the first annual meeting of Members after the termination of the Class B Control Period, the Class A Members shall elect five (5) Trustees. Two (2) Trustees who receive the most votes shall be elected to serve a term of two (2) years, and three (3) Trustees shall be elected to serve a term of one (1) year. Upon the expiration of the initial term of office of each such Trustee, a successor shall be elected to serve for a term of two (2) years. Thereafter, all Trustees shall be elected to serve two (2) year terms.

(d) At any election of Trustees, each Class A Member shall be entitled to cast one (1) equal vote for each Board member being elected for each Lot owned by such Class A Member. That is, if three (3) Trustees are being elected, each Owner shall have the right to vote for three (3) candidates. The candidates receiving the largest number of votes shall be elected. The Trustees elected by the Class A Members shall hold office until their respective successors have been elected. Trustees may be elected to serve any number of consecutive terms.

Section 5. Removal of Trustees Elected by Class A Members and Vacancies. Any Trustee elected by the Class A Members may be removed, with or without cause, by the vote of the Class A Members holding seventy-five percent (75%) of the voting power of the Class A Members. Any Trustee whose removal is sought shall be given prior notice of any meeting called for that purpose. Upon removal of a Trustee, a successor shall then and there be elected by a majority of the voting power of the Class A Members to fill the vacancy for the remainder of the term of such Trustee.

**B. Meetings.**

Section 6. Organizational Meetings. After the Class B Control Period, the first meeting of the Board of Trustees following selection of the Board shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Board.

Section 7. Regular Meetings. After the Class B Control Period, regular meetings of the Board of Trustees may be held at such time and place as shall be determined from time to time by a majority of the Trustees, but at least one (1) meeting shall be held during each month during the spring and summer of each fiscal year. Notice of the time and place of the meeting shall be communicated to Trustees not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Trustee who has signed a waiver of notice or a written consent to holding of the meeting.

Section 8. Meetings. Special meetings of the Board of Trustees shall be held when called by written notice signed by the Declarant, during the Class B Control Period, and thereafter by the President of the Association or by any three (3) Trustees. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Trustee by one of the following methods: (a) personal delivery; (b) written notice by first class mail, postage prepaid; (c) telephone communication, either directly to the Trustee or to a person at the Trustee's office or home who would reasonably be expected to communicate such notice promptly to the Trustee; or (d) telegram, charges prepaid. All such notices shall be given at the Trustee's telephone number or sent to the Trustee's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least seven (7) days before the time set for the meeting. Notices given by personal delivery, telephone or telegraph shall be delivered, telephoned or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

Section 9. Waiver of Notice. The transactions of any meeting of the Board of Trustees, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present; and (b) either before or after the meeting each of the Trustees not present signs a written waiver of notice, a consent to holding the meeting or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Trustee who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 10. Quorum of Board of Trustees - Votes Required. At all meetings of the Board of Trustees, those Trustees entitled to exercise a majority of the voting power shall constitute a quorum for the transaction of business, and, except as expressly provided to the contrary in the Declaration or the Regulations, a majority of the voting power of the Trustees present at a meeting at which a quorum is present shall constitute the decision of the Board of Trustees. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Trustees, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Trustees who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 11. Compensation. No Trustee shall receive any compensation from the Association for acting as such.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Board of Trustees, and the Secretary shall keep a minute book of meetings of the Board of Trustees, recording therein all resolutions adopted by the Board of Trustees and all transactions and proceedings occurring at such meetings. Meetings may be conducted by telephone and shall be considered as any other meeting, provided all trustees are able through telephone connection to hear and to be heard.



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Section 13. Open Meetings. Subject to the provisions of Section 14 of this Article, after the Class B Control Period, all meetings of the Board shall be open to all owners. Owners other than Trustees may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a Trustee. In such case, the President may limit the time any representative of a Member may speak.

Section 14. Action Without a Formal Meeting. Any action to be taken at a meeting of the Trustees or any action that may be taken at a meeting of the Trustees may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by those Trustees possessing the percentage of the voting power required for such action.

C. Powers and Duties.

Section 15. Powers. Except as set forth in these Regulations or the Declaration, the Board of Trustees shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are by the Declaration, Articles or these Regulations directed to be done and exercised by the voting Members or the membership generally.

In addition to the duties imposed by these Regulations or by any resolution of the Association that may hereafter be adopted, the Board of Trustees shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

- (a) Preparation and adoption of annual budgets;
- (b) Making Assessments to defray the Common Expenses, and establishing the means and methods of collecting such Assessments; provided, unless otherwise determined by the Board of Trustees, the Base Assessment for each Class A Member shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month. Base Assessments shall be calculated on the number of Units in existence at the beginning of any fiscal year; provided, however, that the Board shall take into account reasonable estimates of revenue to be received with respect to Units for which Base Assessments shall be collected during such year. If it shall become apparent during the course of such year that the revenue being collected by the Association is materially more or less than budgeted, or if Common Expenses of the Association are materially more or less than budgeted, the Association shall have the right to increase or decrease the Base Assessments (or to levy a Special Assessment) on account thereof. The members of the Board of Trustees shall also have the right to levy Special Assessments as provided in the Declaration;
- (c) Establish and maintain for the Association a reasonable contingency fund in addition to the Reserve Fund if deemed necessary for replacements of Common Area, siding on exterior walls, roofs and other property required to be maintained, repaired and replaced by the Association, in such amount as the Board may deem necessary. The contingency fund shall be funded through regular Assessments for Common Costs. Upon the sale of a Unit by any owner, such owner shall have no right to any portion of the funds in the contingency fund or Reserve Fund; nor shall such owner have any claim against the Association with respect thereto.



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Extraordinary expenditures incurred in any year which were not originally included in the estimated cash requirement for such year shall be charged first against the contingency fund. The amount of the reserve fund shall be reviewed annually by the Board;

(d) Providing for the operating, care, upkeep and maintenance of the Woodland Pointe Area;

(e) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Association and its property and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

(f) Collecting the Assessments, depositing the proceeds thereof in bank or savings and loan accounts or in money market funds of national brokerage firms or investing the proceeds in certificates of deposit or in other investments insured or issued by the United States Government or an agency thereof, and using the proceeds to administer the Association;

(g) Making and amending Rules and regulations;

(h) Enforcing by legal means the provisions of the Declaration, these Regulations and the Rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Members or Owners concerning the Association;

(i) Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(j) Paying the cost of all services rendered to the Association and not chargeable directly to specific Member;

(k) Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred; and

(l) Making available to any prospective purchaser of a Unit, any Owner of a Unit, any first Mortgagee and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the Regulations, rules and all other books, records and financial statements of the Association.

Section 16. Borrowing. The Board of Trustees shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Woodland Pointe Area with the written approval of members of the Board with at least seventy-five percent (75%) of the voting power of the Board. Notwithstanding anything to the contrary contained in the Declaration, these Regulations or the Articles of Incorporation, no Mortgage lien or other security interest or encumbrance shall be placed on any portion of the Woodland Pointe Area or other assets of the Association without the affirmative vote or written consent of seventy-five percent (75%) of the members of the Board (and seventy-five percent (75%) of the Class A Members).



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Section 17. Enforcement - Fines. The Board shall have the power to impose sanctions including, without limitation, reasonable fines not to exceed Seventy-Five Dollars (\$75.00) for each violation of any duty imposed under the Declaration, these Regulations or any rules and regulations duly adopted hereunder, which shall constitute a lien upon the property of the violating owner (or the Owner of a Unit of a violating occupant of such Unit). In the event that any Occupant of a Unit violates the Declaration, Regulations or a rule or regulation and a fine is imposed, the fine shall first be assessed against the Occupant; provided, however, if the fine is not paid by the Occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, Regulations or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) Notice. Prior to imposition of any sanction under this Section 17, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than ten (10) days within which the Committee, if any, or the Board of Trustees may be requested to have a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

(b) Hearing. If a hearing is requested in a timely manner, the hearing shall be held by the Covenants Committee or by the Board, as determined by the Board, in executive session affording the Owner a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Trustees or the Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(c) Appeal. Following a hearing before the Covenants Committee (as opposed to a hearing before the Board), the violator shall have the right to appeal the decision to the Board of Trustees. To perfect this right, a written notice of appeal must be received by the manager, President or Secretary of the Association within thirty (30) days after the hearing discussion. There shall be no appeal from a decision by the Board.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association acting through the Board of Trustees, may elect to enforce any provisions of the Declaration, these Regulations or the Rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles in the Woodland Pointe Area that are in violation of Rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. All remedies and rights of the Declarant, the Board and the Association shall be non-exclusive and cumulative, and may be exercised at any time or successively.



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(e) Lien Rights. If a fine is not paid when due it shall be deemed to be a Special Assessment for which Collection Charges may be collected and a lien may be created and foreclosed pursuant to Article IV of the Declaration.

Article IV  
Officers

Section 1. Officers. The officers of the Association shall be a President, vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board of Trustees may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Trustees. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election, Term of Office and Vacancies. The officers of the Association shall be elected annually by the Board of Trustees at the first meeting of the Board of Trustees held after the annual meeting of the Association. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Trustees for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Trustees whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Trustees. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Trustees, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.



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Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Trustees, except that during the Class B Control Period either the President or Treasurer can sign checks.

Article V  
Committees

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Trustees present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Trustees designating the committee or with rules adopted by the Board of Trustees.

Section 2. Covenants Committee. In addition to any other committees which may be established by the Board pursuant to Section 1 of this Article, the Board of Trustees may, but shall not be required to, appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) members who are Owners or Occupants. Acting in accordance with the provisions of the Declaration, these Regulations and resolutions the Board may adopt, unless this Board determines to hold a hearing in accordance with the rights of the Board set forth in Article III, Section 17 of their Regulations, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to the Declaration and Article III of these Regulations .

Article VI  
Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Ohio law, the Articles of Incorporation, the Declaration or these Regulations .

Section 3. Conflicts. If there are conflicts between the provisions of Ohio law, the Articles of Incorporation, the Declaration, and these Regulations , the provisions of Ohio law, the Declaration the Articles of Incorporation and the Regulations(in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration and Regulations , membership register, books of account and minutes of meetings of the Members, the Board and committees shall be made available for inspection and copying by any Mortgagee, Member of the Association or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place as the Board shall prescribe:



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(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made;
- (iii) payment of the cost of reproducing copies of documents requested.

and


(c) Inspection by Owners, Members and Trustees. Every Owner, Member and Trustee shall have the absolute right at any reasonable time with at least ten (10) days prior written notice to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection includes the right to make extracts and a copy of relevant documents at the expense of the Person making such copies.

Section 5. Initial Capital Contribution. Upon acquisition of record title by a Class A Member to a Lot with a Unit thereon by the first purchaser thereof other than the Declarant, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-sixth (1/6) of the amount of the annual Base Assessment per Unit in effect on the date such purchaser and the seller executed the agreement of purchase and sale for the Lot. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association, for use in covering Common Expenses incurred by the Association pursuant to the terms of this Declaration and the Regulations .

Section 6. Notices. Unless otherwise provided in these Regulations , all notices, demands, bills, statements or other communications under these Regulations shall be in writing and shall be deemed to have been duly given if delivered personally or three (3) days after it is sent by United States Mail, first class postage prepaid:

- (a) if to a Class A Member, at the address which the Class A Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Class A Member; or
- (b) if to the Declarant, at the address which the Declarant has designated in writing and filed with the Secretary or, if no such address has been designated, at the regular place of business of the Declarant; or
- (c) if to the Association or the Board of Trustees, at the principal office of the Association or to the Unit of the President or Secretary of the Association.

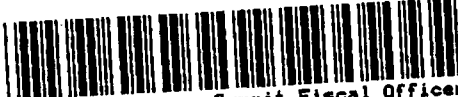
Section 7. Amendment. (a) The Declarant shall have the sole right to amend these Regulations during the Class B Control Period unilaterally so long as the amendments shall not change the voting rights of the Class A members or the method of calculating Base and Special Assessments pursuant to the Declaration.

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(b) In addition, the Declarant or the Board shall have the right to amend these Regulations without the consent of any Person to correct errors of omission or commission or as required to comply with the requirements of The Federal National Mortgage Association, the Government National Mortgage Association, The Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, The Federal Housing Association, the Veterans Administration, or any other governmental agency or any other governmental agency or public or quasi public private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, or to bring these Regulations in compliance with applicable laws or to resolve any conflicts or ambiguities of the provisions of these Regulations .

(c) After the Class B Control Period, except as set forth in paragraph (b) above or as otherwise provided herein, these Regulations may be amended in the same manner as the Declaration may be amended.

(d) No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagee.

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