

AMENDED AND RESTATED

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR ECHO LAKE COMMUNITY ASSOCIATION, INC.

This Amended and Restated Declaration is made this ____ day of _____, 2016, by Echo Lake Community Association, Inc., an Ohio corporation, hereinafter called "Association".

WITNESSETH:

WHEREAS the original Declarant previously imposed covenants and restrictions (the "Initial Declaration") on the Properties as the Declaration of Covenants and Restrictions, dated March 21, 1988 and filed for record in Volume 88-2504, Page 12 of Cuyahoga County Records;

WHEREAS Article VII, Section 6(a), (b) and (c) of the Initial Declaration authorize modification of any of the provisions of the Initial Declaration (except as provided therein), the Association intends to modify the Initial Declaration and to substitute for it this Declaration;

NOW, THEREFORE, effective on the date hereof, the Association declares that the real property described in Article II, and such additions thereto, as may hereafter be made, pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as the "Covenants and Restrictions") hereinafter set forth and further specifies that this Declaration (herein called the "Declaration") shall constitute covenants to run with the land and shall be binding upon the Declarant and its successors and assigns, and all subsequent owners of all or any part of said real property, together with their grantees, successors, heirs, executors, administrators or assigns. The Association may impose a separate and additional declaration of covenants and restrictions applicable only to a Unit Cluster Parcel or a Condominium Property and create a separate ancillary homeowners' association or condominium association to enforce and administer same, but in any event this Declaration shall nevertheless be binding upon such Unit Cluster Parcel and/or Condominium Property with priority and precedence over such separate ancillary declaration. The Initial Declaration and Amendments thereto shall have no further effect after the date hereof except to determine the prior submission of property subject to this Amended Declaration and the provisions of this Declaration shall control with respect to all other matters arising prior to the date hereof.

ARTICLE I

DEFINITIONS

SECTION 1. The following words, when used in this Declaration or any Supplemental Declaration (unless the context prohibits), shall have the following meanings:

(a) “Association” shall mean and refer to the Echo Lake Community Association, Inc. which is a not-for-profit corporation under the laws of the State of Ohio.

(b) The “Properties” shall mean and refer to the property described in Article II and any additions made thereto in accordance with Article II.

(c) “Common Elements” shall mean and refer to those areas of land and improvements and facilities thereon, shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of all owners of the Properties. All Easement Areas and recreational facilities, unless specifically designated in writing upon any subdivision plat pertaining to such ancillary Declaration to be solely for the benefit of the members of such Unit Cluster Parcel or Condominium Property encumbered by said separate ancillary Declaration, shall be deemed to be Common Elements and all such recreational facilities shall be available for use by any owner of a Living Unit and by Declarant.

(d) “Condominium Property” shall mean and refer to any building and related common and limited common elements which are dedicated to be a condominium project pursuant to Chapter 5311 of the Ohio Revised Code.

(e) “Condominium Unit” shall mean any Unit and its related limited common areas and its pro rata share of any common areas of a Condominium Property.

(f) “Living Unit” shall mean and refer to any building, or any portion of a building situated upon a Lot, or any unit of Condominium Property and/or Unit Cluster Parcel, situated within the Properties, designed and intended for use and occupancy as a residence by a single family.

(g) “Lot” shall mean and refer to any subplot (whether or not improved with a house) shown upon any recorded subdivision plat of the Properties and any sublots (whether or not improved with a house) which have been formed due to the further subdivision or consolidation of any subplot.

(h) “Member” shall mean and refer to all those Owners called members of the Association as provided in Article III, Section 1, hereof.

(i) “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon the Properties, but shall not mean or refer to the mortgagee thereof unless and until such mortgagee has acquired title pursuant to foreclosure, or any proceeding in lieu of foreclosure.

(j) “Residential Community” shall include and mean the maximum number of Living Units which may be developed upon the Properties pursuant to the provisions of Article II, Section 1 hereof, as said number may be adjusted from time to time pursuant to Article II hereof, including, but not limited to any additional properties which may be added to or made part of the Properties, pursuant to Article II hereof.

(k) “Unit Cluster Parcel” shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the uses allowed by Section 1252.32 of the Codified Ordinances of the City of Strongsville, or any other successor ordinance regulating Unit Cluster Developments.

(l) “City” shall mean the City of Strongsville, a municipal corporation organized and existing under the laws of the State of Ohio. It is specifically acknowledged by all parties to these Covenants and Restrictions that the “City” is a third party beneficiary to these Covenants and Restrictions and has the same authority to administer and enforce these Covenants and Restrictions as they relate to open spaces, Common Elements, storm sewers and swales, and other Easement Areas as more fully set out herein, as does the Association. The City, as a third-party beneficiary to these Covenants and Restrictions and by giving its approval to these documents, shall in no way be deemed to have waived any of its zoning, building or other requirements of ordinances or general law which requirements shall still be binding upon the Properties if they are more restrictive than the requirements set out within these Covenants and Restrictions.

ARTICLE II

PROPERTIES SUBJECT TO THE DECLARATION; ADDITIONS THERETO

SECTION 1. Existing Property.

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Strongsville, Ohio, includes the Echo Lake Subdivision and is more particularly described in the Initial Declaration and the amendments thereto adding additional property, which are of record.

All of the aforesaid real property shall hereinafter be referred to as “Existing Property”.

SECTION 2. Additions to Existing Property.

The Association may be merged or consolidated with another Association as provided in its Articles, By-Laws or Rules and Regulations. Upon such merger or consolidation, the Association’s properties, rights and obligations may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a

merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by this Declaration with the Existing Property except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. Membership.

Each person or entity who is a record Owner of a fee or undivided fee simple interest in any Lot or Living Unit shall automatically be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the payment of money or performance of an obligation shall not be a Member. When more than one person holds such interest or interests, in any Lot or Living Unit, all such persons shall be Members, but for a quorum, voting, consenting and all other rights of Membership, such persons shall collectively be counted as a single Member, and entitled to one vote for each such Lot or Living Unit, which vote for such Lot or Living Unit shall be exercised as they among themselves deem. Each such Member shall be jointly and severally liable for the payment of the assessments hereinafter provided with respect to such Lot or Living Unit.

SECTION 2. Voting Rights.

The Association shall have two classes of voting Membership:

CLASS A: Class A Members shall be all Members (with the exception of the Owner(s) of any apartments). Class A Members shall be entitled to one vote for each Lot or Living Unit owned by them.

CLASS B: Class B Members shall consist of the Owner(s) of any apartments, who shall be entitled to one vote for every two Lots or Living Units owned by them.

SECTION 3. Articles and By-Laws of the Association.

The Articles of Incorporation and By-Laws of the Association may contain any provisions not in conflict with this Declaration or any Supplemental Declaration as are permitted to be set forth in such Articles and By-Laws by the non-profit corporation law of the State of Ohio as from time to time in effect.

ARTICLE IV

RESERVED EASEMENTS UPON THE PROPERTIES

SECTION 1. Waterway, Spillway, Retention or Detention Pond.

The Association does hereby reserve the right to create easement(s) upon any one or more Lots, Unit Cluster Parcels and/or Condominium Properties for the installation and use of a waterway, spillway, retention or detention pond for the benefit of the Properties as may be shown from time to time on any subdivision plat relating to any part of the Properties.

SECTION 2. Access Road.

The Association does hereby reserve the right to create easement(s) upon any one or more Lots, Unit Cluster Parcels and/or Condominium Properties for the construction and use of an access road or path to construct or repair any such waterway, spillway, retention or detention pond for the benefit of the Properties as may be shown from time to time on any subdivision plat relating to any part of the Properties.

SECTION 3. Landscaping Easement.

The Association does hereby reserve the right to create easement(s) upon any one or more Lots, Unit Cluster Parcels and/or Condominium Properties within the first ten (10) feet thereof which abuts a roadway appurtenant to any such Lot, Unit Cluster Parcel and/or Condominium Property to install and maintain landscaping for the benefit of the Properties as may be shown from time to time on any subdivision plat relating to any part of the Properties.

SECTION 4. Signage Easement.

The Association does hereby reserve the right to create easement(s) upon any one or more Lots, Unit Cluster Parcels and/or Condominium Properties within the first ten (10) feet thereof which abuts a roadway which is appurtenant to any such Lot, Unit Cluster Parcel and/or Condominium Property for the purpose of installing and maintaining signs for the benefit of the Properties.

SECTION 5. Storm and Sanitary Sewer Easement Areas.

The Association may create and grant easements for the installation and maintenance of sanitary sewers, storm sewers, drainage and swales to the City of Strongsville, all as shown on the subdivision plat recorded for the Subdivision. The Association does hereby reserve the right to create further easement(s) upon any one or more Lots, Unit Cluster Parcels and/or Condominium Properties for the purpose of installing and maintaining storm and sanitary sewers, drainage and swales for the benefit of the Properties as may be shown from time to time

on any subdivision plat relating to any part of the Properties. No structures (including but not limited to sidewalks and driveways), plantings or other materials shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas or which may change, retard or increase the flow of water through the respective easement areas. The easement areas and all improvements therein shall be maintained continuously by the Association unless those easement areas are accepted by the City of Strongsville and which the City of Strongsville has formally undertaken to maintain. The City of Strongsville has the right to enter upon and cross each Lot at any place that the City deems necessary in order to install or maintain, or to perform any function or operation in accordance with such easements.

SECTION 6. Public Utility Easements.

The Association does hereby reserve the right to create easement(s) upon any one or more Lots, Unit Cluster Parcels and/or Condominium Properties for the installation, use and maintenance of all utilities as the Association may determine, including, but not limited to, electrical, gas, T.V., cable, sewer and/or water service lines, all as may be shown from time to time on any subdivision plat relating to any part of the Properties. The Association does hereby reserve the right to create additional easement(s) across each Lot, Unit Cluster Parcel and/or Condominium Property for the purpose of installing a second electrical meter on any Living Unit, as Association deems necessary, for the purpose of providing common electrical metering for lighting of signs and street lighting, and an easement to install and maintain and use such electrical lines across said Lot, Unit Cluster Parcel and/or Condominium Property to and from said electrical meter as may be shown from time to time on any subdivision plat relating to any part of the Properties.

SECTION 7. Members' Easements of Enjoyment.

Subject to the provisions of Section 9 of this Article IV, each Member or each Lessee of a Lot or Living Unit of a Member, shall have a right and easement of enjoyment in and to the Common Elements (for himself, his immediate household and guests), in common with all others entitled to use the same, and such easement shall be appurtenant to and shall pass with the title to each Lot or Living Unit. Common elements, facilities and improvements located entirely within a Unit Cluster Parcel and/or a Condominium Property which are designated in writing upon a subdivision plat pertaining to such Unit Cluster Parcel or Condominium Property to be solely for the benefit of the Members of such Unit Cluster Parcel or Condominium Property shall be limited in use and enjoyment to the Members of said separate Unit Cluster Parcel or Condominium Property.

SECTION 8. Extent of Membership Easements.

The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association in accordance with its Articles and By-Laws to borrow money for the purposes of improving the Common Elements and in aid thereof to mortgage said Common Elements. In the event of a default upon any such mortgage, the lender's rights thereunder shall be limited to a right, after taking possession of such Common Elements, to charge admission and other fees as a condition to continued enjoyment by the Members, and, if necessary, to open the enjoyment of such common Elements to a wider public until the mortgage debt is satisfied, whereupon the possession of such Common Elements shall be returned to the Association and all rights of the Members thereof shall be fully restored; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Elements against foreclosure; and

(c) The right of the Association in accordance with its Articles and By-Laws to suspend the enjoyment of the rights described above in Section 7, for any period during which the Members' assessment remains unpaid and for any infraction of its rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Elements; and

(e) The right of the Association to issue annual permits to non-members for the use of all or a part of the Common Elements when and upon such terms as may be determined at a meeting of the Members by the affirmative vote of the Members entitled to exercise two-thirds (2/3) of the voting power of the Association; and

(f) The right of the Association to dedicate or transfer all or any part of the Common Elements to any municipality or any public agency, authority or utility for such purposes and subject to such conditions as may be determined at a meeting of the Members by the affirmative vote of Members entitled to exercise two-thirds (2/3) of the voting power of the Association, provided that written notice shall be given to every Member at least thirty (30) days in advance of the date of such meeting stating that such a dedication or transfer will be considered at such meeting.

SECTION 9. Common Element Maintenance Obligations.

The Association shall maintain all common elements. Maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for all appurtenances, exterior and interior building surfaces, trees, shrubs, grass areas, driveways, walls, concrete, and other improvements in and/or on the Common Elements.

SECTION 10. City as Third-Party Beneficiary.

The City, as a Third-Party Beneficiary, may – although under no obligation or duty to do so – compel compliance with Section 10 of this Article as the City deems necessary by court action or any other legal means.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments.

The Association, for each Lot with a house thereon or a Living Unit within the Properties owned by the Declarant and leased to or rented to another person, hereby covenants and each Owner of any Lot or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

(a) An annual assessment for the operation of the Association, the continued operation, maintenance and repair of the Common Elements, and for the Association's performance of its other functions and responsibilities; and

(b) An annual assessment for the continued operation, maintenance and repair of all Easement Areas, and for the continued operation, maintenance and repair of the sanitary/storm sewer facilities servicing the Properties until such time, if any, as the City of Strongsville assumes the obligation of maintenance and repair of said sanitary/storm sewer facilities and for sidewalks located on the Properties, and for the Association's performance of its other functions and responsibilities; and

(c) Special assessments for improvements or other capital expenditures, for emergency, operating, maintenance or repair costs, and for other costs and expenses not anticipated in determining the applicable annual assessment. Each assessment shall be the same amount for each such Lot or Living Unit.

Each such Lot with a house thereon, and each such Lot or Living Unit owned by any other Owner, shall be subject to a lien in favor of the Association securing any and all unpaid annual and special assessments, as hereinafter provided. All annual and special assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge upon such Lot or Living Unit and if not paid within thirty (30) days after their due date, the Association shall have a continuing lien upon the Lot or Living unit for which such assessment has not been paid, subject to automatic adjustment for subsequent assessments. Each such assessment, together with such interest and late fees thereon and cost of collection thereof as

hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Members and in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, materials, equipment, management and supervision thereof.

SECTION 3. Annual Assessments.

The annual assessment shall be determined by the Directors of the Association and levied annually by the Association prior to the date of the annual meeting of the Members, in such amounts as in its discretion shall be reasonably necessary to meet expenses anticipated during the ensuing year and to accumulate reasonable reserves for anticipated future operating or capital expenditures as required by statute, unless the requirement for a reserve is waived on an annual basis by a majority of the voting power of the Association.

SECTION 4. Special Assessments.

Special assessments may be levied by the Association from time to time at a meeting of the Members by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association and, if there be more than one class of membership, then by the affirmative vote of Members entitled to exercise a majority of the voting power of each class of membership, provided that written notice shall be given to each Member at least thirty (30) days in advance of the date of such meeting stating that a special assessment will be considered at and discussed at such meeting. Special assessments may, if so stated in the Resolution authorizing such assessment, be payable in installments over a period of years.

SECTION 5. Due Dates of Assessments: Defaults.

The due date of the annual assessments shall be March 31 in each year. The due date of any special assessment or installment thereof shall be fixed in the Resolution of the Members authorizing such assessment, and written notice of such special assessment or installment thereof shall be given to each Owner subject thereto at least sixty (60) days in advance of such due date.

If an Owner is in default in the payment of any charges or assessments imposed by the Association for ten (10) days, the Board of Directors may bring suit for and on behalf of themselves and as representatives of all of the Owners, to enforce collection thereof or to foreclose the lien therefor as provided in the Declaration; and, there shall be added to the amount due, the cost of said suit together with a monthly penalty fee of \$10.00 and interest at the rate of eight percent (8%) interest and reasonable attorney's fees as incurred by the Association. To the

extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquency and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the ownership of the Owner involved when payable and may be foreclosed by action brought in the name of the Board of Directors as in the case of foreclosure of liens against real estate, as provided in the Declaration. Any mortgagee shall be entitled to written notice of such failure to pay such assessment.

The Association may file in the office of the County Recorder a Notice of Lien to evidence any delinquent assessment or installment, but the Association shall not be under any duty to file such Notice of Lien and its failure or omission to do so shall not in any way impair or affect the Association's lien and other rights in and against the property and against the Owner of such property.

SECTION 6. Statement of Unpaid Assessment of Charges.

Any prospective grantee or mortgagee of a fee or undivided fee interest in a Lot or Living Unit may rely upon a written statement from the President, Vice President or Treasurer of the Association setting forth the amount of unpaid assessments or charges with respect to such fee or undivided fee interest. In the case of a sale of any such interest, no grantee shall be liable for, nor shall the interest purchased be subject to a lien for, any unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement; nor shall the membership privileges of such grantee (or his household or guests) be suspended by reason of any such unpaid assessment. In the case of the creation of any mortgage, any lien of the Association for unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement shall be subordinate to such mortgage.

SECTION 7. Exempt Property.

The following property shall be exempted from the assessments and lien created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) The Common Elements as defined in Article I, Section 1 hereof;
- (c) All properties exempted from taxation by the laws of the State of Ohio.

Notwithstanding any provisions herein, except as otherwise specifically provided in this Article V, no Lot or Living Unit devoted to residential use shall be exempt from said assessments or liens.

SECTION 8. Association's Duty of Maintenance and Repair.

The Association shall have the duty to maintain and repair and to comply with all applicable governmental laws, ordinances and regulations pertaining to any Easement Area, including, but not limited to, the sanitary/storm sewer facilities servicing the Properties if the City of Strongsville does not assume the obligation of maintenance and repair of said sanitary/storm sewer facilities and for the Association's performance of its other functions and responsibilities.

SECTION 9. Rights of City.

After the transfer of title to the Common Elements to the Association, the City shall have the right, but not the obligation, to impose any special assessments for improvements made by the City which would otherwise be a lien on the Common Elements, on the Living Units within the Properties or the real property on which said Living Units are located, on an equitable basis to be determined by the City.

ARTICLE VI

PROTECTIVE COVENANTS

SECTION 1. Land Use.

No industry, business, trade, occupation or profession of any kind whether for commercial, religious, educational, charitable, or other purposes shall be conducted, maintained or permitted on any Lot or in any Living Unit except such as may be permitted by the Association, except that:

(a) An Owner, the Association, or its agent or representative may perform or cause to be performed any maintenance, repair or remodeling work with respect to any Lot or Living Unit; and

(b) Any business, trade, occupation or profession (the conduct of which does not violate any ordinance of the City), provided, however, that the business, trade, occupation or profession does not involve visits by business invitees to the Lot or Living Unit and does not involve any activities outside of the Living Unit and does not involve any activities (except for deliveries by the United States Postal Service or United Parcel Service or Federal Express or similar delivery services) or any thing visible outside of the Living Unit and does not involve any sounds, vibrations or odors noticeable outside of the Living Unit.

SECTION 2. Architectural Control.

(a) No building, fence, wall, deck, pool, patio or other structure shall be commenced, erected or maintained upon any Lot or Living Unit except as hereinafter provided.

No exterior addition to or change or alteration therein shall be made until the plans and specifications showing the nature, kind, shape, heights, materials colors and location of the same (the "Plans") have been submitted to and approved in writing as to harmony or external design and location in relation to surrounding structure and topography by the Board of Directors of the Association. Notwithstanding anything to the contrary herein, construction of a detached single family house must have at least 1,500 square feet of living area for a one-story home, and 2,500 square feet for a home in excess of one story and in any event, all one-story detached single family homes must have a minimum of 6/12 roof pitch. Said plans must be submitted with information as to exterior color, materials used, front door selection, roof color and garage door design, etc. No such limitations contained herein shall be applicable to Unit Cluster Parcels or Condominium Properties. In the event the Board of Directors fails to approve or disapprove such design and location within thirty (30) days after said Plans have been submitted, the request shall be deemed to have been denied and the Plans disapproved.

Neither the Association nor the Board of Directors shall bear any responsibility of ensuring the marketability, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other government requirements. Neither the Association, the Board of Directors, nor Member of either of the foregoing shall be held liable for any injury, damages or loss arising out of the manner of quality of approved construction on or modifications to any dwelling or other structure.

Antennas, defined as any device used for reception of audio or video programming services, including direct broadcast satellite (DBS), fixed wireless signals, television broadcast, multi-print distribution service (MDS), AM, FM or satellite broadcast, a reception antenna that has limited transmission capability designed for the viewer to select or use video programming provided it meets Federal Communications Commission standards for radio frequency emission, that have a height of less than ten (10) feet from the roofline of the Living Unit, and may be installed only as permitted through antenna rules, authorized through this paragraph to be adopted by the Board of Directors. Antennas for HAM radio signals are prohibited. The antenna rules shall be enforced in the same manner as the Covenants and Restrictions of the Declaration are enforced. Notwithstanding any contrary provision to these Covenants and Restrictions, any restriction of the items described in this paragraph by these Covenants and Restrictions or by any rules of the Board of Directors shall not be more restrictive than permitted under any Federal statute or any rule of the Federal Communications Commission.

(b) Not in limitation of the foregoing, the Board of Directors may, but is not obligated to, approve screening improvements (only on property lines and with such dimensions and designs and constructed of such materials as it deems appropriate, which do not enclose any

area) on Lots, on Common Properties or on Unit Cluster Parcels which are adjacent to real estate which is not subject to these covenants and restrictions.

SECTION 3. Nuisances.

No noxious or offensive activity shall be carried on or upon any Lot or Living Unit nor shall anything be done thereon or therein, either willfully or negligently which may be or become an annoyance or nuisance to any other Lot or Living Unit.

SECTION 4. Accessory or Detached Structures.

No temporary or permanent buildings or structures (including, without limitation, tents, shacks, play systems and storage sheds) shall be erected or placed upon any Lot or Living Unit without the prior approval of the Board of Directors of the Association. No such building or structure nor any trailer, tent, shack, garage, barn or other building shall be used on any Lot or Living Unit at any time as a residence either temporarily or permanently.

SECTION 5. Fences.

No fencing shall be erected or placed upon any Lot or Living Unit without the prior approval of the Board of Directors of the Association. Fences must not exceed six (6) feet in height and all aspects of installation must in accordance with city building codes. The following fencing materials are not permitted: chain link; chicken wire. Temporary or non-permanent fencing is not permitted.

SECTION 6. Garage and Parking Facilities.

Every detached single-family residence shall include or have provided for it, on the Lot or Living Unit on which it is located, an attached garage sufficient to store at least two full-size passenger automobiles, and an accessory concrete driveway with the capacity to hold at least two full-size passenger vehicles. No such garage shall be converted by alteration or use so as to diminish its area below that required for such purpose unless in conjunction with such conversion a garage with equivalent space is provided and approved under the provisions of Section 2 of this Article VI.

SECTION 7. Storage and Parking of Vehicles.

No commercial vehicle, truck, tractor, recreational vehicle, mobile home or trailer (either with or without wheels) or any other transportation device of any kind except as hereinafter provided for shall be stored or kept within the Properties. Automobiles may be stored in a garage. If an automobile is then registered with the Ohio Bureau of Motor Vehicles and is without governmental, commercial or not-for-profit agency logos, lettering or other symbols or designs, the automobile may be parked in a driveway when incidental to the residential use of the

Lot or Living Unit to which the driveway is attached. Boats and travel trailers when incident to the residential use of any Owner may be stored in a garage upon the Lot or Living Unit to which the garage is attached. Commercial, governmental or not-for-profit agency vehicles of any nature may be stored or parked in a garage when incident to the residential use of the Lot or Living Unit to which the garage is attached. "Automobiles" shall include vans, pickup trucks and sport utility trucks having a load capacity of less than 1.5 tons.

Subject to the Rules of the Association, vehicles otherwise permitted to be parked within visitor or guest parking spaces shall not be parked within any guest or visitor parking spaces anywhere within the Common Elements for more than three (3) consecutive days no more often than three (3) times per calendar year; provided, however, that this restriction shall not apply with respect to any Unit Cluster Parcel or Condominium Property, the restrictions applicable to which address the use of visitor or guest parking spaces.

Subject to the Rules of the Association, recreational vehicles, moving trucks or other trailers (except boat trailers) may be parked for a period of time not to exceed forty-eight (48) hours for purposes of loading and unloading, provided the Owner notifies the Board in advance of the temporary parking. Any such vehicle that is temporarily parked shall not be permitted to block the roadways.

SECTION 8. Signs.

No signs of any kind shall be displayed to the public view by the Owner on any Lot or Living Unit except one sign of not more than five (5) square feet advertising the property for sale, advertising a garage, moving or similar sale, or signs for thirty (30) days leading up election days.

SECTION 9. Oil and Mining Operations.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or Living Unit nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or Living Unit. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or Living Unit.

SECTION 10. Livestock, Poultry, Exotic and Other Animals.

No animals or birds of any kind shall be raised, bred or kept on any Lot or Living Unit except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes nor permitted to cause or create a nuisance or disturbance.

Pets shall not be left unattended on any Common Property owned by the Association. Any waste left behind by a pet on any Common Property, Lot or Living Unit shall be cleaned up immediately. All animals must be leashed and controlled by a responsible person when outside of a Lot or Living Unit unless the animal is within a fenced-in yard or is contained by an “invisible”, electronically controlled fence. The Association shall have the authority, upon five (5) days written notice to the Owner, to remove any animal that is not properly contained or controlled by its owner, any animal that bites another animal or human, or any animal that has otherwise become a nuisance to the Association community at large.

SECTION 11. Garbage and Refuse.

No Owner or Occupant of any Lot or Living Unit shall deposit or leave garbage, waste, putrid substances, junk or other waste materials on any Lot, Living Unit or on any Common Properties or on any public street or other public property or in any lake, pond or water course nor permit any other person to deposit any of such materials on any property owned by, or in the possession of, such Owner or Occupant. An Owner or Occupant of any Lot or Living Unit may keep such garbage and refuse as shall necessarily accumulate from the last garbage and rubbish collection provided any such garbage is kept in sanitary containers which shall be subject to regulation by the Association, which containers and refuse, except on the day scheduled for garbage and rubbish collection, shall be kept from public view.

As used in this Section 10, “waste material” shall mean any material which has been discarded or abandoned or any material no longer in use; and without limiting the generality of the foregoing, shall include junk, waste boxes, cartons, plastic or wood scraps or shavings, waste paper and paper products and other combustible materials or substances no longer in use, or if unused, those discarded or abandoned; metal, ceramic, glass or other non-combustible materials, pieces, scraps or substances no longer in use, or if unused, those discarded or abandoned; and machinery, appliances or equipment or parts thereof no longer in use, or if unused, those discarded or abandoned.

As used in this Section 10, “junk” shall mean abandoned, inoperable, partially dismantled or wrecked vehicles of any kind, whether motor vehicle, automobile, motorcycle, emergency vehicle, school bus, bicycle, construction equipment of all types, agricultural equipment of all types, box trucks, box trailers, flatbed trailers, semi-tractor cabs and trailers, all railroad or trolley equipment, aircraft, lighter-than-air-craft, watercraft of all types, or any other form of device for the transportation of persons or property; and without limiting the generality of the foregoing, with respect to any automobile or other transportation device of any kind the operation of which requires issuance of a license by the United States Government or any agency thereof or by the State of Ohio or any agency or political subdivision thereof, any such automobile or other transportation device shall be deemed to be junk unless a current valid license has been issued for the operation of such automobile or other transportation device and (if required by law) is displayed upon such automobile or other transportation device.

SECTION 12. Mowing.

The Owner of each Lot shall mow or cause to be mowed all grass or other vegetation thereon, except decorative landscaping, ground cover and garden plants, to a height not exceeding four inches.

SECTION 13. Sight Distance at Intersections.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot or Living Unit within the triangular area formed by the street property lines and a line connecting them at points fifteen (15) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitation shall apply on any Lot or Living Unit within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

SECTION 14. Land Near Parks and Water Courses.

No building shall be placed nor shall any material or refuse be placed or stored on any Lot or Living Unit within twenty (20) feet of the property line or any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

SECTION 15. Exterior Maintenance.

The Owner of each Lot or Living Unit shall provide reasonable exterior maintenance or replacement upon each such Lot or Living Unit as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, foundations, footings, decks, fences, storage buildings, trees, shrubs, grass, drains, catch basins, sewers, traps, driveways, sidewalks and all other exterior improvements.

SECTION 16. Easements.

Easements for the installation and maintenance of utilities and drainage facilities are reserved in favor of the Association, as defined on the plat diagrams at the time the subdivision was built. Within these easements, no structure, planting or other material shall be placed or be permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels or which may obstruct or retard the flow of water through drainage channels. The Easement Area of each Lot, Unit Cluster Parcel or Condominium Property and all improvements therein shall be maintained continuously by the Owner thereof except for those improvements therein for which a public

authority or public utility is responsible. The Association shall be empowered to assign such easements to the municipality or to the appropriate public authorities or public utilities. Such easements shall entitle the holder thereof to enter upon and across each Lot or Unit Cluster Parcel or Condominium Property at any place as required in order to make any such installation or maintenance within the easement.

SECTION 17. Lawn Ornaments and Lighting.

Notwithstanding any contrary provisions of this Declaration, no more than three (3) lawn ornaments may be located on a Lot and no lawn ornaments may be located within less than five (5) feet of any boundary of a Lot and no lawn ornament may be greater than three (3) feet high nor more than three (3) feet wide nor more than three (3) feet deep.

A “lawn ornament” shall include statues, ornaments, and all other objects and structures (except for buildings authorized pursuant to this Declaration and approved by the Association, and except for landscaping installed by the Association.) Unless installed by the Association, no mechanical devices, electronic devices, lights, or illuminated or self-illuminated objects may be located at any time on a Lot, outside a Living Unit, except for traditional holiday lighting and illuminated or self-illuminated decorations that may be located on a Lot from June 15 through July 15 and from October 1 through January 31 and decorative landscaping illumination that may be located in landscape areas year round.

SECTION 18. Post Lamps.

Notwithstanding any provision to the contrary in the Declaration, as amended, each Home Site Owner shall be solely and exclusively responsible for all repair, replacement and maintenance of the post lamp located within the Lot, or, in the event the post lamp is not located within the Home Site Owner’s Lot, the post lamp that serves the Lot regardless of whether the post lamp is in an area otherwise dedicated as a Common Element. Post lamps are to be turned on from dusk until dawn for the safety and security of the Association Membership.

SECTION 19. Driveways.

Notwithstanding any provision to the contrary in the Declaration, as amended, each Home Unit Owner shall be solely and exclusively responsible for any and all repair, replacement and maintenance of the driveway located within the owner’s Home Site and the extension of the driveway located on Common Elements.

SECTION 20. Irrigation Systems.

Notwithstanding any provision to the contrary in the Declaration, as amended, each Home Site Owner shall be solely and exclusively responsible for all repair, replacement and maintenance of any irrigation system installed by the Home Site Owner (or a predecessor in title

to the Home Site Owner) within the Home Site Owner's Lot and any extension of said irrigation system on Common Elements or public right-of-way. The foregoing provisions shall not be deemed to authorize the installation or extension of an irrigation system on Common Elements.

SECTION 21. Electric Fences and Pet Control Devices.

Not in limitation of any other prohibition, no electrified fence (whether above or below ground) or other pet control devices, herein called "Electric Fences", may be installed or maintained on any Lot unless the entire Electric Fence and all related appliances are underground or located within the Living Unit. The term "Electric Fences" shall include, but not be limited to, any fence or other appliances intended for the purpose of restraining animals or the demarcation of an area to which pets are or are intended to be restricted.

SECTION 22. Clothes Lines.

No clothing or any other household fabric shall be hung outside of any Living Unit.

SECTION 23. Recreational Activities in Water Courses.

Boating, swimming, fishing, wading or any use requiring entry into the retention basins or other Association owned water courses is prohibited unless expressly approved by the Board. Dumping of refuse or any other form of pollution into the water courses, retention basins or surrounding areas is also prohibited.

SECTION 24. Swimming Pools.

No above ground swimming pools are permitted on the Properties.

SECTION 25. Occupancy Restriction.

No person whose name appears on the state registry of sex offenders and child-victim offenders as Tier I, Tier II and/or Tier III offenders, or any other future equivalent classifications, including those whom the county sheriff or other entity must provide community notification, is permitted to establish a residence, occupy, enter on or maintain a residence within any Living Unit or on any Lot within the Properties of the Association.

The Association may seek to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, any breach of this prohibition. If any Member (either by his/her own registration or by the registration of any resident, occupant, guest or tenant) shall breach this sex offender prohibition, said Member shall pay to the Association, in addition to any other sums due, all costs and expenses incurred by the Association in connection with the enforcement of this provision, including reasonable attorney fees and court costs. Said costs and expenses shall be charged as an Assessment against said Member. The Association, in addition to all other remedies available, shall have the right to place a lien upon the estate or interest of said Member as further explained and set forth in this Declaration.

This prohibition shall not be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur. This prohibition does not impose a duty on the Association to monitor the state registry of sexual offenders maintained under the Ohio Revised Code, nor is the Association liable to any Owners, Occupants, guests or any person visiting any Owners or Occupants of the Association for the Association's alleged failure to enforce this provision, whether negligent, intentional, or otherwise.

SECTION 26. Correction by Association of Breach of Covenant.

The Board of Directors may impose reasonable enforcement assessments for violations of the Declaration, Bylaws, and Rules of the Association and reasonable charges for damage to the common elements or other property of the Association.

- a. Prior to imposing the enforcement assessment or charge for damages, the Board must give the unit owner written notice including all of the following:
 1. A description of the property damage or violation;
 2. The amount of the proposed charge or assessment;
 3. A statement that the owner has a right to a hearing before the Board of Directors to contest the proposed charge or assessment;
 4. A statement setting forth the procedures to request a hearing (outlined in (e) below); and
 5. A reasonable date by which the unit owner must cure the violation to avoid the proposed charge or assessment.
- b. The Board cannot levy the charge or assessment before holding any hearing if it is requested.
- c. A reasonable time to cure the violation may be given before imposing the charge or assessment.
- d. Within thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Association shall deliver a written notice of the charge or assessment to the unit owner. This notice may be delivered to the unit owner or any occupant of the unit by personal delivery, certified mail, return receipt requested, or by regular mail.
- e. To request a hearing the owner shall deliver a written notice to the Board not later than the tenth (10th) day after receiving the above notice. If the owner fails to make a timely request for the hearing, the right to the hearing is waived, and the Board may immediately impose the charge for damages or the enforcement assessment. If a unit owner requests the hearing, at least seven (7) days prior to the hearing the Board shall provide the unit owner with a written notice that includes the date, time and location of the hearing.

SECTION 27. Additional Remedies for Breach of Covenant and Restrictions.

In addition, for each day of any violation of any of the covenants hereinafter the expiration of ten (10) days written notice to the Owner of such alleged violation, there shall be due and payable by the Owner a fine of Fifty Dollars (\$50.00) and such fine shall be subject to

collection and secured in the same manner as assessments not paid by the Owner under Article V hereof.

Notwithstanding any provision to the contrary, if the Association takes any action to collect any said Assessments, a Special Assessment, or to enforce the provisions of this Declaration or any rules of the Association, including, but not limited to an action at law, it shall be entitled to recover its reasonable costs and expenses of such action, including but not limited to attorney's fees, administrative expenses incurred by the Association and interest from the due date at the Wall Street Journal prime rate plus three (3%) per annum, or such other rate as may be set by the Board of Directors.

In addition, any Owner who is in violation of any covenant hereof or any rules of the Association, as determined by the Board of Directors of the Association shall be prohibited from the use of or receipt of any benefits with respect to the Common Elements or any portion thereof as determined by the Board of Directors.

ARTICLE VII

DURATION, WAIVER AND MODIFICATION

SECTION 1. Duration and Provision for Periodic Modification.

The covenants and restrictions of this Declaration and any Supplemental Declaration shall run with the land and shall inure to the benefit of and be enforceable by and against the Association, and any other Owner and their respective legal representatives, heirs, devisees, successors and assigns until December 31, 2040, after which time, said covenants and restrictions shall be automatically renewed for successive periods of five (5) years each unless modified or canceled. Any such cancellation shall be effective on the last day of the then current term or renewal term if approved at a meeting of the Members by the affirmative vote of Members entitled to exercise three-fourths (3/4) of the voting power of the Association, provided that such meeting shall be held at least one (1) year in advance of such effective date, and written notice of such meeting shall be given to each Member at least sixty (60) days in advance of the date of such meeting, stating that such cancellation will be considered at such meeting. Promptly following the meeting at which such cancellation is enacted, the President and Secretary of the Association will execute and record an instrument reciting such cancellation.

SECTION 2. Other Modifications.

The covenants and restrictions of this Declaration may be modified by a vote of the Members at a meeting held for that purpose or by written ballot outside of a meeting, provided any modifications or amendments are approved by the affirmative vote of Members entitled to exercise two-thirds of the voting power of the Association. If the amendments are to be voted on at a meeting, written notice shall be given to every Member at least sixty (60) days in advance

of the date of such meeting stating that such modification will be considered at such meeting. If amendments are to be voted on by written ballot outside a meeting, Members shall have at least sixty (60) days to return any such ballot. Promptly following the meeting at which such modification or cancellation is enacted or at a Board meeting where ballots are counted, the President and Secretary of the Association shall execute and record an instrument reciting such amendment.

SECTION 3. Duration of Common Elements Obligations.

Notwithstanding anything in these covenants and restrictions to the contrary, the duties and obligations of the Association as they relate to the Common Elements and the authority to enforce these duties and obligations shall be of unlimited duration, shall be non-modifiable and shall be non-waiverable without the prior written consent of the City.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 1. Notices.

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when electronically mailed, or mailed, postage-paid, to the last-known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

SECTION 2. Enforcement.

Enforcement of the covenants and restrictions of this Declaration or any supplemental declaration shall be by the provisions set forth in this Declaration or by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or both, and against the land to enforce any lien created by the restrictions and covenants of this Declaration, and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 3. Binding Effect.

Each Grantee accepting deed, lease or other instrument conveying any interest in a Lot or Living Unit, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by this Declaration.

SECTION 4. 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.

IN WITNESS WHEREOF, Echo Lake Community Association, Inc., has, by its authorized officers, executed this Declaration this ____ day of _____, 2016.

ECHO LAKE COMMUNITY ASSOCIATION, INC.

By: _____

Thomas Rakowsky, President _____, Secretary

STATE OF OHIO

} SS:

COUNTY OF CUYAHOGA

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named ECHO LAKE COMMUNITY ASSOCIATION, INC., by and through _____ and _____, its authorized _____, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed individually and as such Officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, _____, this ____ day of _____, 2016.

Notary Public

This Instrument Prepared By:

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