

**DECLARATION
OF
EASEMENTS, COVENANTS AND RESTRICTIONS
FOR
MAYFAIR ESTATES**

DATED: AS OF AUGUST 8, 1998

AMENDMENT #1 APRIL 8, 1997

AMENDMENT #2 APRIL 8, 1997

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EXHIBITS

EXHIBIT A – Initial Plat of Mayfair Estates

EXHIBIT B – Legal Description of Development Area

EXHIBIT C – Description of Common Areas (There is no EXHIBIT C attached to this instrument, but there may be EXHIBIT C's attached to Amendments hereto. In such case they will bear the letter C and a number representing the number of the Amendment, such as EXHIBIT C-2, where '2' would mean that the EXHIBIT C would be attached to Amendment No 2.

EXHIBIT D – Articles of Incorporation and By-laws of Mayfair Estates Homeowners Association

DECLARATION
OF
EASEMENTS, COVENANTS AND RESTRICTIONS
FOR
MAYFAIR ESTATES

DECLARATION, made as of this 8th day of August, 1988, by MAYFAIR ESTATES COMPAY, as Ohio Partnership (DECLARANT”).

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property (“SUBDIVISION”) situated in the Township of Green County of Summit and State of Ohio, known as Mayfair Estates, Phase, I, pursuant to a proposed plat of said real property (the “PLAT”), a copy of which is attached hereto as EXHIBIT A.

NOW, THEREFORE, Declarant declares that each Lot (hereafter defined) in the Subdivision shall be held, sold and conveyed subject to the following easements, covenants, restrictions and conditions, which are for the purpose of protecting the value and desirability of the Subdivision and all additions thereto and which shall run with the Lots and Common Areas and the additions thereto and the binding on all parties having any right, title or interest in the Lots and Common Areas, any additions thereto, or any part thereof, and on their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. DEFINITIONS.

Whenever used herein, and in any amendments or supplements hereto, unless the context otherwise requires, the following words shall have the meanings herein stated:

1.1 “ASSESSMENTS” means the charges payable by Owners pursuant to Paragraph 4 of this Declaration.

1.2 “ASSOCIATION” means Mayfair Estates Homeowners Association, an Ohio nonprofit Corporation, its Successors and assigns. The Articles of Incorporation and initial By-laws of the Association shall be in the form marked EXHIBIT D, attached hereto.

1.3 “BENEFITED LAND” means the Development Area, any lands adjacent to the Development: Area now or hereafter owned by Declarant, and any lands owned by others to whom Declarant grants various rights, so long as it is not a part of the Subdivision as defined in Paragraph 1.16, below.

1.4 “BOARD” means the Board of Trustees of the Association.

1.5 "BUILDER" means any person to whom a vacant Lot is conveyed by Declarant.

1.6 "COMMON AREA," "COMMON AREAS" and "COMMON AREAS AND FACILITIES thereon) owned by the Association, including easement rights, for the common use and enjoyment of the Owners. The common Areas include, also, the ponds, lakes and water retention basins shown on the Plat and easements, whether or not shown on the Plat, across such parts of any Lot on which structures are not constructed as are reasonably necessary (a) for ingress and egress to and from such ponds, lakes and water retention basins and public streets and (b) for maintenance. Declarant may, from time to time, convey land described on EXHIBITS A and B to the Association to be held by it as Common Area. Reference to such conveyances or legal descriptions of such land may be made on an EXHIBIT(S) to amendments to this DECR marked EXHIBIT C, C-1, C-2, or the lake.

1.7 "DECLARANT" mean MAYFAIR ESTATES COMPANY and any entities (or partnerships) resulting from a change in partners or partnerships interests of Mayfair Estates Company. Declarant means, also, any person, hereafter defined, to whom there is transferred either directly or indirectly a conveyance or conveyances of any Lots, Common areas, or lands within the Development Area by a deed which contains, in addition to the grant of the land, an express assignment of the rights of Declarant herein in respect to the land conveyed and a statement that the assignment is intended to grant to such person all of the rights then held by the then Declarant-Grantor in respect to such land. These rights may be passed on by such a transferee-'Declarant' to additional transferee-Declarant until the express assignment and intent is no longer contained in a deed of the property.

1.8 "DEVELOPMENT AREA" means the real property described on EXHIBIT B attached hereto. The Development Area is now Owned by Declarant. It is not presently subject to this Declaration of Easements, Covenants and Restrictions and shall not be so unless expressly subjected to this Declaration. All or parts of such property may, however, be added to the Subdivision and subjected to this Declaration from time to time as provided in Paragraph 7.8 below.

1.9 "DEVELOPMENT PERIOD" means the period of time beginning on the date hereof and ending on December 31, 1998.

1.10 "LOT" means any Sublot shown on the Plat and shown on any Plat filled with the Summit County Recorder of any part or parts of the Development Area which may be added to the initial Subdivision and subjected to this Declaration, from time to time, by Declarant. For purposes of this Declaration, the Common Area, including the ponds, lakes, and water retention basins shown on the Plat, shall not be a lot.

1.11 "MEMBER" means any Member of the Association, being the Declarant and other Owners, as may be further defined in the Articles of Incorporation of the Association.

1.12 "OCCUPANT" means a natural person who lives in a dwelling constructed on a Lot.

1.13 "OWNER" means the record owner, whether one or more persons, of a fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such

interest merely as security for the performance of an obligation. It includes a person owning a life estate or a lease having an initial term of fifty years or more. It does not include a person owning a remainder or reversionary interest to a life estate or to a lease with an initial term of fifty years or more.

1.14 "PERSON" means a natural person or corporation, partnership, limited partnership, trust or other entity.

1.15 "PLAT" means that certain proposed plat entitled "Mayfair Estates – Phase 1," a reduced copy of which is attached hereto as EXHIBIT A, and any other plat filed with the Summit County Recorder of any part or parts of the Development Area which are added to the initial Subdivision and subjected to this Declaration.

1.16 "SUBDIVISION" means the real property in Green Township, Summit County, Ohio, subdivided by the Plat, the Common Declarant subjects to the provisions of this Declaration in accordance with Paragraph 7.8(b), below, and any land annexed to the Subdivision in accordance with Paragraph 7.8(a), below

2. **FORMATION OF ASSOCIATION.**

2.1 The Association shall be formed by Declarant not later than such time as record title to all of the Lots, on which houses have been constructed, in the Subdivision (as it may be expanded from time to time) have been conveyed to owners for dwelling purposes.

3. **MEMBERSHIP AND VOTING RIGHTS.**

3.1 Every Owner of a Lot which is subject to this Declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Class A - Class A Members shall be all Owners, with the exception of the Declarant during the period Declarant is a Class B Member, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest as an Owner in a Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the Owners thereof determine, but in no event shall more than one vote be cast with respect to any Lot. If one or more of several Owners of a Lot appear at a meeting by proxy or otherwise such Owner or Owners that appear may exercise all of the vote of the Lot. If two or more persons own an undivided ownership interest in a Lot, and are unable to agree on how their vote for the Lot shall be made, each Owner present, in person or by proxy, shall be entitled to exercise that fraction of one vote equal to the Owner's fraction of ownership interest in the Lot. Persons holding ownership by joint and survivorship shall be considered to have an interest of one over the number of joint and survivorship interests.

Class B - There shall be only one Class B Member, who shall be the Declarant. Declarant shall be entitled to ten Votes for each Lot owned by Declarant. The Class B Membership shall cease and, if and to the extent Declarant owns any Lots, be covered to Class A Membership on the happening of whichever the following events is first to occur:

- (a) December 31, 1998; or
- (b) Owners other than Developer own in the aggregate 95% or more of the Lots. It is possible that Declarant would cease being a Class B Member, but again become a Class B Member by adding an additional part of the Development Area to the Subdivision and subjecting it to this Declaration.

4. **ASSESSMENTS.**

4.1 **Obligation to Pay Assessments.**

The Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the Assessments and charges provided for in this Paragraphs 4. All Assessments, together with interest, late charges, costs, and reasonable attorney fees, shall be a charge and continuing lien upon the Lot against which each Assessment is made. Each Assessment, together with interest, late charges, costs and reasonable attorney fees, shall also be the joint and several personal obligation of each Person who had an ownership interest of such Lot at the time the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them; but the Lot shall continue to be liable for payment of the Assessment.

4.2 **Purpose of Assessments.**

The Assessments levied by the Association shall be used to operate and maintain the Association, to promote the recreation, health, safety and welfare of the Owners and Occupants in the Subdivision, to pay for the improvement, maintenance, repair and replacement of the Common Areas and Facilities, to pay for the Maintenance of any drainage ditches and retention ponds and lakes which the Association may undertake to maintain, to pay for the maintenance of the entrance areas, walls and identification signs, to enforce the covenants, restrictions and conditions of this Declaration, and to otherwise carry out all incidental and related duties of the Association and matters determined by the Association.

4.3 **Uniform Rate of Assessment.**

Except as otherwise provided in Paragraph 4.4 below, all Assessments must be fixed at a uniform, that is, equal, rate for all Lots, and may be collected on a monthly basis, on an annual basis, or on such other basis as the Board determines from time to time.

4.4 Declarant and Builder Lots.

(a) Lots owned by Declarant shall not be subject to any Assessment until dwelling houses, for which occupancy permits have been granted or in which Persons are living, have been constructed on 95% or more of the Lots.

(b) Subject to Paragraph 4.6, Lots owned by Builders shall not be subject to any Assessment until whichever of the following is first to occur:

- (i) a period of 180 days has elapsed following the conveyance of record title of the Lot from Declarant to Builder; or
- (ii) a dwelling house has been constructed on the Lot and either an Occupancy permit for it has been granted or a Person is living in the house.

4.5 Commencement of Assessments: Due Dates.

Once each year after the Association is formed and organized by an election of a Board of Trustees and officers, the Board shall prepare or cause to be prepared and shall adopt a budget for the operation of the Association during an ensuing 12 month period. The amount determined to be needed by such budget shall be allocated and assessed equally against all Lots, except those Lots described in Paragraph 4.4 above. The Board may adopt a calendar or fiscal year for the purpose of establishing a budget and may, if it wishes, change such fiscal or calendar year from time to time. As provided in Paragraph 4.3 above the Board may require the Assessment to be paid on a monthly, annual or other basis. The Board may, also, determine the due date by which such payments shall be made. The failure of the Board to prepare and adopt a budget for any year or to fix the amount of an Assessment for an ensuing year shall not relieve the Owners from paying the Assessment when established by the Board. If the Board should fail to prepare and adopt a budget, the Assessment applicable for preceding year and the time or times for its payment shall be applicable for the ensuing year and shall be paid by the Owners until the Board determines a new Assessment.

The Board may increase or decrease an annual Assessment in a course of a year for sound business reasons. Notice of the Assessments made and revisions thereof shall be given as provided in Paragraph 7.7

4.6 Assessments Before Adoption of Budget.

Prior to the adoption of a budget by the Board each Owner of a Lot, Including builders and others, shall pay to Declarant Fifty Dollars (\$50.00) per calendar year, in advance, as the Lot Assessment. Declarant shall, either itself or through an arrangement with a Builder or others use the monies so provided to landscape, light and maintain the Subdivision entryway, and maintain any drainage ditches and retention basins and lakes in or beneficial to the Subdivision. Declarant may exercise all of the powers and authorities of the Board and Association contained in this Paragraph 4 for a period of two years after this Declaration has been filed for record with the Summit County Recorder if Declarant has, in such period of time, formed the Association; provided that Declarant shall not, in the exercise of such powers and authorities, increase the per Lot Assessment per year to an amount greater than Fifty Dollars (\$50.00). after the Association is formed and organized, however, Declarant may, but shall not be obligated to, waive such right to exercise the powers and authorities of the Board and Association, in which case the Board shall then prepare, adopt a budget, and make Assessments in such amounts as it determines necessary in accordance with Paragraph 4.5.

4.7 Assessment Certificates.

The Association shall, upon written demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments of a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

4.8 Effective of nonpayment of Assessments and Remedies Of the Association.

Any Assessment not paid within 15 days after its due date (as fixed by the Board) shall bear interest from the due date at the rate of twelve percent (12%) per annum; PROVIDED, HOWEVER, that if such rate of interest should be usurious, then the rate shall be the highest rate that they may be charged without being usurious. Any Lot that has an Assessment or interest not paid within 15 days after its due date shall, also, be automatically assessed a late charge of five dollars (\$5.00) a month for each month that an assessment, interest or accrued late charges remain delinquent. The late charges shall accumulate but not bear interest. The Association may bring an action at law against the Owner(s) personally obligated to pay an Assessments.

The Association shall also have a lien on such delinquent Owner's Lot(s) in the amount of the delinquent Assessment which shall include interest, late charges, and reasonable attorney's fees incurred to establish, enforce and collect the amounts due ("ASSESSMENT LIEN"). If the Association deems it advisable it may file an Affidavit of Assessment Lien, pursuant to O.R.C. 5301.252, with the Summit County Recorder setting forth the name of the delinquent Owner, a description of the Lot, the amount of the delinquency, and such other facts as may be necessary to show off the record the Association's lien upon and interest in the Lot which was created upon the failure of the Owner to pay the Assessment due on time. The Owner shall be obligated to pay, and the Assessment Lien shall be deemed to have included within it, all reasonable attorney's fees and all costs and reasonable expenses incurred by or on behalf of the Association in the collection of a delinquent Assessment, the establishment of the Assessment Lien, the filing of an Affidavit of Assessment Lien, the foreclosure of the Assessment Lien as

hereinafter provided, and legal advice given to the Association, the Board, or its officers in connection with the delinquent Assessment.

The Association, upon approval by the Board, may foreclose the Assessment Lien against the delinquent Owner's Lot(s), whether or not an Affidavit of Assessment Lien has been filed for record. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Area or abandonment of the Owner's Lot.

Each Owner, by acceptance of a deed conveying a Lot to him or her, hereby irrevocably appoints the Association, and its agents, his her attorney-in-fact, coupled with an interest, to sign a mortgage in favor of the Association to establish a mortgage lien upon the Owner's Lot in an amount equal to the Assessment Lien. Such appointment is for the purpose of assuring that the Association's Assessment Lien may be filed and established of record in the event there are any difficulties in obtaining a recordation of the lien.

The remedies provided for in this Paragraph 4.8 are in addition to any all other remedies given by this Declaration to the Association or available at law against an Owner who defaults under his or her obligations under this Declaration and in addition to the remedies of the Association under the Articles and By-laws of the Association.

4.9 Subordination of the Lien to Mortgages.

The Assessment Lien provided for herein (including the recordation thereof) shall be subordinate to the lien of any bona fide first mortgage existing of record on the Lot before the accrual of the Assessment Lien. Sale or transfer of any Lot shall neither affect the Assessment Lien on the Owner's Lot nor the Owner's personal obligation to pay the Assessment Lien. However, the sale or transfer of any Lot pursuant to foreclosure of a bona fide first mortgage shall extinguish the Assessment Lien as to assessments which become due after the recording of the first mortgage and prior to such sale or transfer. No such sale or transfer shall relieve the Lot from liability for any Assessments thereafter becoming due or from the lien thereof; and the proceeds of any foreclosure sale in excess of real estate taxes, court costs, and the first mortgage indebtedness shall be payable to the Association to the extent of the Assessment Lien. As provided above, the first mortgage foreclosure shall not relieve the Persons who owned the Lot when the Assessment came due from personal liability for the Assessment; that is, such Owners shall remain personally liable for the Assessment even if the lien thereof should be wiped out during the mortgage foreclosure proceeding.

5. COVENANTS AND RESTRICTIONS.

5.1 Each Lot shall be used only for single family private residence purposes, EXCEPT that Declarant and Builders leasing of Lots and houses owned and constructed or to be owned and constructed by them and for sales offices. And Owner or Occupant may use a portion of his home constructed on a Lot for his office or studio, provided:

(a) that the activities shall not interfere with the quiet enjoyment or comfort of any other Owner or Occupant; and

(b) that such use does not violate any local zoning ordinance.

Except as provided above, no industry, business or trade shall be conducted, maintained or permitted on any part of the Property.

5.2 Until two years after such time as neither Declarant nor any builders own any Lot in the Subdivision:

- (a) No grading or landscaping shall be performed on any Lot, nor shall any building or structure nor any addition thereto nor any alteration thereof be erected, reconstructed, placed or suffered to remain upon any Lot unless and until two (2) copies (one of which may be permanently retained by Declarant) of plans and specifications therefore showing in such detail as Declarant may request, the size, location, type, cost, use, the materials of construction, the color scheme, the grading plan of the Lot (including the grade elevations of said buildings and structures), the landscaping and such other information as Declarant shall request has been furnished to and approved in writing by Declarant. Declarant reserves the right to reject all such plans and specifications as aforesaid for any reasonable ground, including, but not limited to aesthetic reasons. All plans submitted shall be drawn to ¼" or 1/8" scale and include floor plans for all levels and 4 elevations. Elevations shall call out materials and colors specified. Declarant's approval of such plans and specifications shall not be withheld if the same comply with the requirements of this Declaration and with Declarant's general plan for the Subdivision. Declarant shall act on all plans submitted within 14 days after submission by Owner.
- (b) No construction shall be performed on any Lot except by contractors who have first been approved by Declarant in writing, it being the intent of Declarant to maintain the quality of homes in the Subdivision by permitting construction only by contractors who have, in Declarant's judgment, the ability and experience to build fine quality, custom homes in accordance with Declarant's general plan for the Subdivision.
- (c) all grading and landscaping shall be performed in accordance with such approved plans, and no building or structure nor any addition thereto nor alteration thereof shall be created, constructed or permitted to remain unless the same is in accordance with such plans and specifications.
- (d) Mail boxes and mail box holders, if any, shall be uniform in design as specified by Declarant.

5.3 No noxious or offensive activity shall be conducted or permitted on any Lot, and no Lot shall be used in any way or for any purpose which may endanger the health of, or unreasonably disturb the Occupants of an adjoining Lot.

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

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

5.6 The intent of the restrictions in this Paragraph 5.6 is that the value of the homes in this Subdivision should be in the range of \$110,000.00 and up based on the Consumer price index maintained by the Bureau of Statistics in the U.S. Labor Department as of the end of 1988. Any building or structure erected or maintained upon any Lot shall comply with the following requirements:

- (a) The living area of any two-story dwelling shall not be less than two thousand (2,000) square feet. As used herein, "living area" shall not include garages, attics, basements, breezeways, porches, patios, nor areas where less than 50% of the exterior walls are exposed, or any enclosed area not heated for year round living.
- (b) The living area of any one-story dwelling shall not be less than eighteen hundred (1,800) square feet. As used herein, "living area" shall not include garages, attics, basements, breezeways, porches, patios, or areas where less than 50% of the exterior walls are exposed, or any enclosed area not heated for year round living.
- (c) Garages must be minimum size to house two (2) full size automobiles and must be attached to the dwelling.
- (d) Each building shall have a side yard along each Lot line. The least dimension of each said yard shall be not less than 15 feet. The side yard nearest the street on any corner Lot shall have a Width as designated on the recorded plat. No shrubbery shall be closer than the allowed setback to street on corner Lots.

When two or more Lots are acquired as a single building site, the side Lot line shall refer only to the lines bordering on the adjoining property Owner.

- (e) No fence or wall of any kind or for any purpose shall be erected, placed or suffered to remain on any Lot nearer to the street or highway upon which the Lot faces or abuts than the front building line of the residence. A fence may be erected for the purpose of the protection of a private swimming pool or a dog run provided that such pool and/or fence are located in the rear of the Lot.

The size, height, material and color shall be submitted to the Declarant or Association for approval.

- (f) The exterior of each dwelling shall conform with the following:
- (i) The angle of the roof to the horizontal shall not be less than a 4/12 pitch.
 - (ii) The foundation above grade must be faced with brick or a stucco material on the front and on the two sides.
 - (iii) Substantial duplication of existing or planned exterior characteristics of a principal residence for another Lot will not be permitted within five Lots to the right or left of the house in question or a like number of Lots across the street from the Lot in question.

5.7 No outdoor clothes drying area shall be allowed in the Subdivision.

5.8 No unsightly growth such as weeds, underbrush or the like, shall be permitted to grow or remain upon any Lot sold by the Declarant and no refuse, pipe or unsightly objects shall be allowed to be placed or suffered to remain anywhere therein. However, the natural wooded and ground cover conditions of portions of the Lot may remain provided that they are aesthetically pleasing to the appearance of the Development as a whole. Each Owner shall keep all ditches and swales located in whole or in part on his Lot or in the street right-of-way in front of his Lot mowed and free of trash, obstructions, weeds, bushes, and the like. In the event that any Lot Owner shall fail or refuse to keep his Lot or said ditches and swales free from obstructions, weeds, underbrush, refuse or other unsightly growths or objects, Declarant and/or the Association shall have the right upon ten (10) days written notice to the offending Lot Owners, to remove the same at the expense of the Lot Owner. Entrance onto such Owner's Lot for such purpose shall not be deemed a trespass. The costs of such work shall constitute an Assessment against the Lot.

5.9 No building more than two and one-half (2 ½) stories in height shall be erected, placed or suffered to remain on a Lot.

5.10 Not more than one (1) building shall be constructed and maintained on a Lot.

5.11 No tractor, trailer, truck, unlicensed vehicles, boat or recreational vehicle (such as campers, motor homes, horse trailers, etc.), may be stored on a Lot unless such vehicle is kept in a garage or suitable outbuilding, nor shall any such vehicle be parked temporarily in the open on a Lot for a period exceeding seventy-two (72) hours.

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

5.13 No satellite dishes, television towers, radio towers or earth stations (excluding ordinary rooftop television antennas which do not extend more than six (6) feet above the ridge line of the roof) shall be permitted on any Lot.

5.14 All fuel storage containers on a Lot must be placed within the dwelling or underground.

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

5.16 During construction, the Owner shall cause all debris to be removed from his Lot and shall not allow the burial of such debris on the Lot or its use as fill material at any location on the Lot.

5.17 Each Owner shall keep his Lot and the streets providing access thereto free of accumulations of dirt, mud and debris occasioned by work on or around the Lot by such Owner, his contractor or their agents, representatives or employees. If the Owner shall fail to keep his Lot and the streets free of such accumulations, then in addition to all other rights and remedies Declarant and/or the Association may have (including the right to specific performance) Declarant and/or the Association shall have the right to remove such dirt, mud and debris and the cost of such removal, including the cost of clearing and flushing sanitary and storm sewers, catch basins and inlet basins shall be payable by the Owner to Declarant or the Association, on demand as the case may be. The costs of such work shall constitute an Assessment against the Lot.

5.18 Lawns shall be kept properly trimmed at all times. No grains of the ordinary garden or field variety shall be grown on any lot, and no weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any Lot or in any ditches in whole or in part on a Lot or in the street right-of-way in the front of a Lot. Vegetables may be grown on a Lot, provided they are not grown for commercial purposes and provided they are restricted to any area which is situated to the rear of the Lot and which does not exceed an area greater than four hundred (400) square feet not closer than twenty (20) square feet from a Lot line.

5.19 All driveways on a Lot must be paved with concrete or blacktop, immediately if occupancy of the house takes place between May 15 and November 15 of the year, or by May 15 if occupancy occurs between November 15 and April 15.

5.20 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for dogs, cats and other common household pets provided they are not kept, bred or maintained for commercial purposes.

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

5.22 If all or any portion of a residence on a Lot is damaged or destroyed by fire or other casualty, then the Owner shall promptly rebuild, repair or reconstruct such residence or raze the

structure, remove all rubble and debris, fill in any basement areas or excavation areas with clean fill, and grade the Lot in accordance with any applicable improvement plans for the Subdivision or Lot.

5.23 Each Owner and Builder, and Declarant and the Association shall maintain the ditches, storm sewers, culverts, water retention areas and basins, swales and grading for the Lots and Common Areas owned by them in accordance with the Subdivision improvement plans approved by the Summit County Engineer and/or the County Council of the County of Summit; PROVIDED, HOWEVER, that each Owner and Builder will construct and maintain in a good and proper condition a culvert over the drainage ditch in front of his or her Lot, whether or not the drainage ditch, and culver, is on the Lot, to the end that water may flow freely and without obstruction through such ditch and beneath the culvert.

5.24 No Owner or Builder, nor the Association or Declarant, shall release, store or buy or permit the release, storage or burial of any hazardous substance on any Lot or Common Area. As used herein the words, "hazardous substance" and "release" shall have the meanings given to them in the Federal Comprehensive Environmental response, Compensation, and Liability Act [42. U.S.C. 9601].

5.25 No Owner or Builder, nor the Association or Declarant, shall release or permit the release of any petroleum, oils, phosphates, or paints into any of the drainage ditches, lakes, ponds, or water retention basins.

5.26 Notwithstanding the foregoing, fertilizers, herbicides, and pond or lake cleaning and clearing substances may be applied on the Lots and in the ponds, lakes and water retention basins if done in accordance with federally or state permitted release or application permits or exceptions.

6. **DUTIES AND POWERS OF THE ASSOCIATION AND DECLARANT.**

6.1 Rights of Declarant.

Prior to the formation and organization of the Association, Declarant shall have the power and authority, but not the duty, to exercise all the rights and perform all of the duties of the Association set forth herein.

6.2 Common Area Maintenance.

(a) Except as expressly provided to the contrary in the Declaration, the Association shall maintain the Common Areas and all facilities thereon in a clean, safe, neat, healthy and usable condition, and in good repair, and shall promptly make all necessary repairs and replacements. If the need for maintenance, repair or replacement occurs as a result of any negligent act or omission of an Owner or Occupant or any agent, employee, contractor or invitee of an Owner or Occupant, the Association may pay for the cost of said maintenance, repair or replacement if the Owner or Occupant fails to pay for it, in which event the costs thereof shall be added to and become part of the Assessments for which such Owner shall be liable and to which such Owner's or Occupant's Lot is subject and shall be immediately payable.

(b) The entrance to the Subdivision has an island and entrance walls which may be located in street areas dedicated to the County for street purposes. The Association shall attempt to maintain these areas and walls in a neat and attractive condition, so long as the Association is not prohibited from doing so by any applicable governmental authority exercising jurisdiction over the same. The costs of such work will be paid for by the Association and treated as part of the common expenses assessed to the Owners in accordance with Paragraph 4 of this DECR.

6.3 Owner's Failure to Perform an Obligation.

The Association may perform any obligation imposed upon an Owner herein if the Owner fails to perform such obligation within fourteen (14) days after receiving notice of the Owner's default. In such case, the costs and expenses incurred by the Association in performing such duty on behalf of the Owner shall be charged to the Owner who was in default as an assessment. The Association shall have all of the powers of collection as set forth herein for the collection of delinquent Assessments.

6.4 Drainage Ditch and Lake Maintenance.

The Association shall attempt to strictly enforce the obligations of the Owners to maintain drainage ditches located on their Lots or in the street right-of-ways in front of their Lots, as required of Owners in Paragraph 5.8 and 5.18. The Association shall, itself, on behalf of all Owners, keep any of the drainage ditches that may be owned by it clean and clear of bushes, debris, trash, and obstructions. The Board may, in lieu of having Owners maintain the ditches located on their Lots or in the street right-of-ways in front of their Lots, maintain such ditches itself as a common expense of the Association, and assess such expense to all Lot Owners. If the Association undertakes the maintenance of such ditches, it will give written notice of its undertaking to all Owners.

The Association shall, also, maintain all lakes, ponds and water retention basins by keeping them clean, clear of undue sludge build up and weeds, and treated, if necessary, to avoid undue algae or other growths.

The purpose of this obligation imposed on the Association is avoid the maintenance of the drainage ditches and the lakes, ponds and water retention basins by the County or any drainage ditch district and the assessments that result from such public or quasi-public maintenance. Anything herein to the contrary notwithstanding, if the Lots or the Owners are assessed for a Ditch Maintenance fund or for ditch maintenance by any authority other than the Association, and the undertakings and efforts of the Owners and the Association to maintain the drainage ditches, lakes, ponds and water retention basins is not, in the opinion of the Board, cost effective, then the Board may elect to waive, in whole or in part, the obligations herein contained of Owners and of itself to maintain such ditches, lakes, ponds and water retention basins, with the understanding that the County, drainage district, or other applicable authority will duly carry out such maintenance. The Board shall give written notice of such election to all Owners. The Association shall have the power and authority, both for itself and on behalf of all Owners, to bring such actions as it considers appropriate against any assessing authorities to maintain all drainage ditches, lakes, ponds and water retention basins for which an authority is or may

be responsible. This power and authority is not intended to deprive any Owner or Owners from bringing such action against such authority or authorities as an Owner may have in his or her individual capacity.

The Association may, also, contest for itself or on behalf of all Owners any assessments made by any public or quasi-public authorities, district, or County. Owners shall, also, have the right to contest such assessments made by any public or quasi-public authorities, district, or county.

6.5 Taxes and Assessments.

(i) The Association shall pay all real estate taxes and assessments and personal property taxes levied against the Common Areas and the improvements thereon. Since the value and cost of the Lots will include the Lots' proportionate shares in the Common Areas, it is anticipated that the County Auditor will not place a separate and additional value upon the Common Areas.

(ii) If the County Auditor should place a value, other than a nominal value, upon the Common Areas in addition to the tax value placed on each Lot and Unit, the real estate taxes and assessments ("TAXES") arising out of such valuation shall be paid equally by each Owner, that is, the Owner of each Lot shall pay such Owner's prorata share of such Taxes. Subject to the provisions of subparagraph (iii) below, the payment by each Owner shall be made to the Association at least ten (10) days before the last day the Association's tax payment may be made to the County Treasurer without penalty. The Association shall deposit and hold such payments in a separate escrow, or trust account, as agent for each Unit Owner making payment, and shall pay over the aggregate of the payments so made to the County Treasurer before the tax collection delinquent date. Any such tax funds collected by the Association in excess of the Taxes actually required to be paid on the Common Areas shall be refunded forthwith to the Owners making payment in proportion to their payments. The Association may, by rule, require the Unit Owners to make their Common Area tax payments to it, as agent, however, in equal monthly installments throughout the six months preceding the date set by the County for collection, on the basis of the Taxes which the Association reasonably estimates will become due at the next succeeding County collection date. If any special assessments may be paid on an installment basis over a period of years, the Association shall elect to pay such assessment on the installment basis, unless the Members Vote to pay the entire assessment forthwith, on a non-installment basis.

(iii) As stated above, it is the understanding and intent of Declarant and each successor in interest of Declarant that the real value of each Lot consists of the Lot and the non-exclusive appurtenant interest and right of each Lot Owner in and to the Common Areas of the Association. Accordingly, the Association and Unit Owners may and shall take and do all things reasonably necessary and appropriate (A) to eliminate any separate Taxes upon the Common Areas and (B) to provide to the Unit Owners the federal and state income tax benefits accruing to taxpayers for payment of property taxes, including a modification of the tax payment procedures herein set forth. Such a modification might include, for example, having each unit Owner make his check for his share of the Common Area Taxes payable directly to the order of the County Treasurer, delivering such checks to the Association, and having the Association in turn deliver all such checks in kind to the County

Treasurer. Such modifications may be made by rules adopted by the Board, without amendment of this Declaration.

6.6 Insurance.

The Association shall consider obtaining such insurance as it considers appropriate and is reasonably able to obtain to insure the Association and all Owners and Occupants (if possible) from claims and losses for personal injury and/or property damages occurring on the Common Areas.

6.7 Management.

The Association, through its Board, shall provide the management and supervision for the operation of the Common Areas and Facilities. The Association shall maintain such policies, programs and procedures as it deems necessary to fully implement this Declaration and may, but shall not be required to:

- (a) Adopt rules with respect to the use of the Common Area by Owners, Occupants and guests;
- (b) Engage and supervise employees and agents, including without limitation attorneys, accountants and consultants, maintenance first and contractors;
- (c) Delegate all or a portion of its authority and management responsibilities to a manager, managing agent, or management company. Such delegation may be evidenced by a management contract which provides for the duties to be performed by the managing agent and for the payment to the agent of a reasonable compensation.

6.8 Enforcement.

(a) The Association shall have the power and authority to and shall take all actions reasonably necessary to carry out its obligations under this Declaration and to enforce all of the covenants and restrictions contained in this Declaration. Such rights shall include, without limitation, the right, through its agents and employees, to enter upon any part of the Lot or Common Areas where a violation of any of the provisions of this Declaration exists and remove, alleviate, or terminate the violation, and the right to obtain an injunction from any court having jurisdiction for the cessation of such violation. Any and all costs and expenses incurred by the Association, including reasonable attorney's fees, shall be added to and become part of the Assessment upon the Lot owned or occupied by the violator; and the Assessment shall be payable immediately.

(b) The association shall have the power, right and authority to suspend the voting rights of an Owner for any period during which any Assessment against his or her Lot remains unpaid; and for a period not to exceed 360 days for any infraction of the covenants, restrictions, or conditions of this Declaration and for any infraction of the Association's rules and regulations.

(c) The Association shall have the power, right and authority to make Assessments, file liens for the non-payment of Assessments by legal and equitable actions, including foreclosures of its Assessment Liens.

(d) The Association shall have all other powers, rights and authorities granted it herein, under the Ohio not-for-profit corporation law, in its Articles of Incorporation and By-laws, and in law and at equity.

6.9 No Encumbrance on Common Areas.

Except as expressly permitted herein, the Association shall not grant a mortgage or any interest of any kind whatsoever in any part of the Common Areas without the prior written consent of every Owner in the Association and of every Person holding a bona fide mortgage of record in every Lot.

6.10 When the authority of Declarant to approve grading, landscaping and construction on the Lots pursuant to Paragraphs 5.2 and 5.10 hereof ends, such right and authority contained in said Paragraphs 5.2 and 5.10 shall pass to the Board or any Architectural Control Committee appointed by the Board. At the end of such period and continuing thereafter so long as this Declaration is in effect, the Board, or an Architectural Control Committee appointed by the Board, shall have the power, rights and authorities granted to Declarant in said Paragraphs 5.2 and 5.10 and as hereafter provided.

6.11 Approval of Plans or Specifications by Board or Architectural: Control Committee

As provided in Paragraph 6.10 the Board shall have the power, authority and duty to carry out the obligations of Declarant as set forth in Paragraphs 5.2 and 5.10 after the Declarant's authority has terminated. The Board shall exercise such right in conformity with the provisions of Paragraphs 5.2 and 5.10 and by determining that all grading, landscaping and construction on Lots conform with the remaining covenants and restrictions set forth in said Paragraph 5 and various subparts thereof and with or in any improvement plans previously or currently approved by the Summit County Engineer and/or County Council of the County of Summit. The Board shall have the right, but shall not be obligated, to appoint an Architectural Control Committee composed of one or more persons to review plans and specifications submitted to the Board and to perform such other duties as are specified by the Board. If an Owner objects to any decision of the Architectural Control Committee the Owner may appeal such decision to the Board, within thirty (30) days after the Owner receives notice of the Architectural Control Committee's decision. The Board may accept or reject in whole or in part the decision of the Architectural Control Committee.

After Declarant's approval rights expire (see Paragraphs 5.2 and 5.10, above) the Architectural Control Committee or the Board must render its decision in respect to any plans or specifications submitted to it and give notice thereof to an Owner within seven (7) days after the Owner delivers the Owner's plans and specifications to the Committee or Board, whichever is then performing the duties of approving plans and specifications in accordance with Paragraph 6.10. Failure to give notice of its decision within said 7 days shall be deemed to be an approval of the plans and specifications submitted.

6.12 General.

The Association shall have the power and authority to and shall perform and carry out all other duties and acts of the provisions of this Declaration and the Articles and By-laws of the Association, and may take such actions as it, in its discretion, deems desirable to assure compliance on the Lots with all applicable municipal, county and state building, zoning, safety and fire codes and regulations, and with all applicable federal laws and regulations.

7. **GENERAL PROVISIONS.**

7.1 Signs Development Matters.

Development of the Subdivision by Declarant, construction of homes and landscaping on Lots by Builders, and the sale of the Lots are essential to the establishment and welfare of the Subdivision as an ongoing residential community. In order that such work may be completed and the Subdivision established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent Declarant, any Builder, or the employees, contractors or subcontractors of Declarant or any Builder from:

- (a) Working on any part or parts of the Subdivision owned by Declarant or any builder or their representatives, whenever Declarant or any builder determines that such work may be reasonably necessary or advisable in connection with the completion of such work; provided that the work is performed on real property on which Declarant or a Builder has duly obtained authority to work;
- (b) Constructing and maintaining on any part or parts of the Subdivision property owned by Declarant or a builder, such structures as Declarant may deem reasonably necessary or appropriate for the completion of such work, the establishment of the Subdivision as a residential community, and the disposition of the Lots by sale;
- (c) Maintaining such entrance signs and signs on Lots Owned by any Builders or declarant, as any Builders or Declarant may deem reasonably necessary or appropriate in connection with the development, sale, or other disposition of the Lots; PROVIDED that except for the entrance sign(s) erected by Declarant, the signs be only on land owned by the Person erecting the sign.

7.2 Utility Easements.

It is hereby expressly understood that a five (5) foot wide easement on the side of each Lot and a ten (10) foot wide easement at the front and rear of each Lot which shall be used for installing, operating, maintaining and servicing pole lines, cables and conduits for the Electric Company, the Telephone Company and Cablevision Franchise and other public utilities, shall be imposed, excepting, however, the exterior boundaries of this allotment in which case they shall be ten (10) feet in width. The character of the installation and structures which may be constructed, reconstructed, removed and maintained in, on and through these easements shall include all incidental appurtenances, such as guys,

conduits, anchors, transformers, sanitary sewers, storm inlets, storm sewers, grass lined swales, manholes, pedestals, etc.

7.3 Drainage Ditch and Water Retention Basin Easements.

Easements for drainage and water retention are declared to exist throughout the Subdivision by virtue of grades, swales, depressions, and basins shown on the Subdivision improvement plans approved by the Summit County Engineer and/or County Council of the County of Summit. Such plans are incorporated herein by reference. Easements are granted to the Association, any drainage ditch maintenance authority, and their respective agents, employees, and contractors, to cross over any Lots and Common Areas reasonably necessary to gain access to the drainage ditches, lakes, ponds and retention basins and to maintain the same.

7.4 Landscaping.

Buyers will have their Lot landscaped within six (6) months after such buyer has taken possession of his home except home occupied between May 1 and October 1, in which case the landscaping shall take place within sixty (60) days after occupancy.

7.5 Enforcement.

When neither the Declarant nor any Builder own any Lot in the Subdivision either the Association or any Owner shall have the right to enforce, by any appropriate proceeding at law or in equity, the restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. All remedies specified in this Declaration shall be non-exclusive and in addition to any other remedies available in law or equity. Failure by any person to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.6 Notices.

Any notice required pursuant to this Declaration or the By-laws to be given by or to the Association or any Owner, shall be in writing any may be given (i) to the Association (A) by mailing such notice by registered or certified mail, return receipt requested, postage prepaid, to the Statutory Agent of the Association at his (or its) address on file with the Secretary of State of the State of Ohio, or to the resident address of the President of the Association, or (B) by delivering such notice to the address of said Statutory Agent or to the residence of the President; and (ii) to an Owner (A) by mailing the notice either by registered or certified mail, return receipt requested, postage prepaid, or by regular mail to the resident address of the Owner, or (3) by placing the notice upon or beneath the front door of the Owner's house or otherwise leaving it at the Owner's house. notwithstanding the foregoing, any Owner may specify by notice a postal address other than his resident postal address as the place to which notices sent by mail may be sent to him (or her) and notices delivered to such address shall be deemed to have been properly given to such Owner on the date of delivery or refusal to accept delivery or on the third date following the date the notice is mailed. Likewise, the Association, by notice to the Owners,

may specify an address or place, other than that specified herein, for service of notice on the Association.

7.7 Amendment.

This Declaration may be amended by an instrument in writing signed, witnessed and acknowledged in form for recording by Persons owning sixty percent (60%) or more of the voting power of the Association. Every amendment must, also, be signed by (i) the holders of all bona fide first mortgages of record against any lot, all Builders who own any Lot, and the Declarant if Declarant owns any Lot. The amendment shall not be effective until recorded with the Summit County recorder. Notwithstanding anything in this Paragraph 7.7 to the contrary no amendment or attempted termination of this Declaration shall be effective without the signature of Declarant if the Declarant owns a Lot or any part or all of the Development Area, described on EXHIBIT B, and all or any part of such Development Area may still be annexed to the Subdivision and subjected to this Declaration in accordance with the provisions of Paragraph 7.8.

This Declaration may be terminated and the entire Subdivision removed from the provisions of this Declaration by an instrument signed, witnessed and acknowledged in form for recording by Persons owning eighty-five percent (85%) or more of the voting power of the Association, by all holders of all bona fide first mortgages of record against any Lot, by all Builders owning any Lot, and by Declarant, provided the Declarant owns a Lot or any part or parts of the Development Area which may still be annexed to the Subdivision and subjected to the provisions of this Declaration in accordance with Paragraph 7.8 below. Upon termination of this Declaration the Common Areas, if any, shall be owned in common by the Owners of the Lots. The undivided interest in the Common Areas owned by each Owner shall be a fraction, the numerator of which shall be the number of Lots owned by the Owner and the denominator of which shall be the number of Lots within the Subdivision.

7.8 Annexation.

(a) Except as provided in subpart (b) of this Paragraph 7.8, additional land may be annexed to the Subdivision and subjected to this Declaration by the affirmative vote of Members holding sixty-five percent (65%) or more of the voting power of the Association. The addition shall be made of record by the President and Secretary of the Association signing, having witnessed, and acknowledging, in form for recording an amendment to this declaration describing the land to be annexed and certifying that an appropriate vote of the Association was duly had and that a complete record of the votes, including the names of each Member voting in favor of the annexation exists among the records of the Association, which instruments must be recorded with the Summit County recorder. So long as Declarant owns any Lot or any part or all of the Development Area and may still annex such part or parts to the Subdivision and subject them to the provisions of this Declaration in accordance with subpart (b) below, the instrument must also be approved by Declarant. The Declarant's signature indicating such approval must appear on the instrument of annexation.

(b) Declarant may from time to time annex to the Subdivision and subject to the provisions of this Declaration additional land located within the Development Area, without the consent of

Members, at any time or times prior to December 31, 1998. Upon such annexation by Declarant, the land annexed (and the Owner thereof) will be a part of the Subdivision and subject to this Declaration fully as if it (and they) had been included in the original submission. To annex said land, Declarant shall file an amendment to this Declaration with the Summit County Recorder describing the land to annex. Each Owner and his respective mortgages by acceptance of a deed conveying a Lot or a mortgage encumbering a Lot, as the case may be, consents to each such amendment and hereby irrevocably appoints Declarant his attorney-in-fact, coupled with a interest, to annex land and exercise the rights reserved in this subpart (b) as herein provided, and to execute, acknowledge and record for and in the name of such Owner and each such mortgagee an amendment or amendments of this Declaration for such purpose and a consent to such amendment or amendments if anyone at any time should determine that the written approval or consent from any such Persons is required.

(c) Declarant shall have no obligation to add additional land to the provisions of this Declaration.

7.9 Covenants Running with Land.

Each grantee, lessee, or contractee of any interest whatsoever in any Lot or Common Areas, by the acceptance of a deed of conveyance, lease, or contract in respect to any interest in Lot or Common Areas accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges provided for in this declaration. The jurisdiction, rights and powers created or reserved by this Declaration, all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the Land, and shall bind any person having at any time any interest or estate in any Lot or the Common Areas, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed, lease and contract.

7.10 Waiver.

No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

7.11 Severability.

The invalidity of any covenant, restriction, condition, limitation or any other provisions of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration. The cy pres rule shall be applied in all cases where any covenant, restriction, condition, or other provisions of this Declaration or any part thereof is found to be illegal or impossible of being given literal effect.

7.12 Priority of Documents.

In the event of any inconsistency between this Declaration, the Articles of Incorporation of the Association, and the By-laws, the Provisions of this Declaration shall prevail over the Articles of Incorporation and the By-laws, and the Articles of Incorporation shall prevail over the By-laws.

7.13 Member, Board and Officers.

Ohio Revised Code 1702, as it may be amended from time to time, and applicable case law shall govern what actions are to or may be taken by the Members, by the Board, and by the Officers, unless this declaration, the Articles of Incorporation of the Association, or the By-laws of the Association specify that a particular action be taken or authorized in a particular way by the Members, the Board or the Officers.

7.14 Declarant's Option to Purchase.

Each Lot shall be required to have construction of a dwelling commenced thereon not later than two (2) years after the date such Lot was first transferred by Declarant to a bona fide purchaser for value. If construction of a dwelling has not been commenced at the expiration of such two (2) year period, then Declarant shall have the right, by notifying the Owner in writing at any time within one (1) year after the expiration of such two (2) year period that construction of a dwelling was not commenced, to require the Owner thereof to reconvey the Lot to price for which declarant sold the Lot, in the first instance, to the first purchaser thereof. Title to such Lot shall be reconveyed to Declarant, by general warranty deed, free and clear of all liens and encumbrances, and the purchase price paid therefor, not later than thirty (30) days after Declarant's election to reacquire said Lot.

7.15 Easements Reserved by Declarant.

Declarant reserves unto itself, its successors and assigns,

- (i) the right and easement of ingress and egress,
- (ii) the right and easement to drain surface water,
- (iii) the right and easement to construct, install, tie into, use, repair, maintain and replace any and all pipes, vaults, conduits, and parts thereof ("LINES") for water, sanitary sewer, storm sewer, gas, electricity, television, and telephone, and
- (iv) the right and easement to construct, install, tie into, use, repair, maintain and replace private roads and rights-of-way, if any,

in, on, over or under the Common Areas, and the utility, drainage ditch, and water retention basis easements declared to exist at Paragraphs 7.2 and 7.3, above, to the extent necessary for the development, operation and use of all or any parts of the Development Area, lands adjacent to the development Area now or hereafter owned by Declarant, and any lands owned by others to whom Declarant grants the same or similar rights and easements ("BENEFITED LAND"); PROVIDED, HOWEVER, that said ingress and egress and said drainage, construction, installations, connections, uses, repairs, maintenance and replacements be performed and effected in such manner and in such places as not to interfere with or disrupt materially the then existing uses of services, road, Lines, buildings and

structures on the subdivision. Any damage to the Subdivision caused by the use of any such right, reservation and easement shall be promptly repaired. The owner of the land on which said Lines, private roads and rights-of-way exist shall repair, replace and maintain the same. The Association, the Owners of the Lots, and the Owners of the Benefited Land using said Lines, private roads, and rights-of-way shall contribute an equitable share of the actual cost of repairing, maintaining and replacing them based on the nature and extent of their respective uses. If the Benefited Land should be developed for residential purposes, it is contemplated that the Association and Lot Owners, as one group, and the Owners of the Benefited Land, as the other group, using a common sewer line, for example, would pay their proportionate share of the cost of repairing the sewer line based upon the number of residences on the Subdivision and the Benefited Land using the line. If, however, a portion of the Benefited Land should be used for a non-residential purpose that demanded a greater use of the sewer line, the Owner of said land would pay a proportionately greater amount or the cost of repairing the line.

The easements, rights and reservations set forth in this Paragraph 7.15 shall be perpetual and shall run with the land, PROVIDED, HOWEVER, that is and when a part or parts of the Development Area be subjected to this Declaration and become a part of the Subdivision (defined in Paragraph 1.16, hereof) such part or parts shall have the benefit of and be burdened by the other provisions of this Declaration and will no longer be required to be Benefited Land.

7.16 Maintenance and Access Easements.

(a) Easements are hereby created in favor of the Association, its agents, contractees and employees, in and over the Lots to inspect and maintain the Common Area and those portions of the Lots and Lines which the Association is required or permitted to maintain pursuant to this Declaration.

(b) The Association, the Declarant during the Development Period, and their respective agents, employees and contractees, shall have the right to inspect the Lots at reasonable times for the purpose of ascertaining whether the provisions of this Declaration are complied with and to enforce the applicable provisions of Paragraph 5 and 6 as herein set forth.

(c) The Association, the Declarant, any Owner of Benefited Land to whom Declarant has granted easement rights described in Paragraph 7.15, above, and the contractees, agents and employees of the foregoing persons, shall have access to the Subdivision for the purpose of trying into, inspecting, using maintaining, repairing and replacing the Lines and the private roads and right-of-way, if any, within the Common Area of the Subdivision.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has hereunto caused this Declaration to be duly executed this 20th day of September, 1988.

Signed in the presence of:

MAYFAIR ESTATES COMPANY

By _____
Irving Botnick, Managing General Partner

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this 20th day of September, 1988 by IRVING BOTNICK, Managing General Partner of MAYFAIR ESTATES COMPANY, an Ohio General Partnership, on behalf of the Partnership.

Notary Public
ELEANOR LUKOVICS, Notary Public
Residence Summit County
Street Wide Jurisdiction, Ohio
My Commission Expires Sept 30, 1989

This instrument prepared by: Donald H. Powers, Attorney-at-Law
2 Berea Commons, Suite 215; P.O. Box 1059; Berea, Ohio
44017 (216) 243-2955

LIST OF EXHIBITS

- A. Initial Subdivision Plat of Mayfair Estates
- B. Development Area, being property which may be annexed to the initial Subdivision and subjected to the provisions of the Declaration by Declarant.
- C. Description of Common Areas (There is no EXHIBIT C attached to this instrument, but there may be EXHIBIT C's attached to Amendments hereto. In such case they will bear the letter C and a number representing the number of the Amendment, such as EXHIBIT C-2, where '2' would mean that the EXHIBIT C would be attached to Amendment No. 2.)
- D. Articles of Incorporation and By-laws of Mayfair Estates Homeowners Association

EXHIBIT 3

Legal Description of Development Area

Situated in the Township of Green, County of Summit and State of Ohio and known as being part of sections 10 and 11 in said Green Township and more fully described as follows:

Beginning at the intersection of the southwest corner of said section 11 and the centerline of Raber Road (C.H. 246);

THENCE North 04 degrees 08 minutes 48 seconds East a distance of 825.820 feet along said section line to a point;

THENCE North 85 degrees 01 minutes 38 seconds West a distance of 1870.344 feet to an iron pin;

THENCE North 04 degrees 23 minutes 18 seconds East a distance of 1498.820 feet to a point;

THENCE North 85 degrees 07 minutes 14 seconds West a distance of 504.000 feet to a point;

THENCE North 04 degrees 23 minutes 09 seconds East a distance of 331.944 feet to a point in the centerline of Turkeyfoot Lake Road (S.R. 619) (60 feet in width);

THENCH South 85 degrees 06 minutes 45 seconds East a distance of 334.950 feet along said centerline of Turkeyfoot Lake Road to a point for curve;

THENCE along a curve to the left having a radius of 5729.158 feet, a central angle of 006 degrees 47 minutes 05 seconds, an arc length of 678.436 feet, and a chord which bears south 88 degrees 30 minutes 07 seconds East to a point.

THENCE South 04 degrees 07 minutes 51 seconds West a distance of 371.908 feet to a point;

THENCE South 04 degrees 07 minutes 14 seconds East a distance of 1354.170 feet to a point in said section line;

THENCE North 04 degrees 08 minutes 48 seconds East a distance of 331.980 feet to an iron pin found at the quarter section point of sections 10 and 11;

THENCE North 04 degrees 07 minutes 51 seconds East a distance of 255.737 feet along said section line to a point in said centerline of Turkeyfoot Lake Road;

THENCE North 85 degrees 34 minutes 23 seconds East along said centerline of Turkeyfoot Lake Road a distance of 454.941 feet to a point;

THENCE South 04 degrees 07 minutes 51 seconds East a distance of 331.624 feet to a point;

THENCE South 84 degrees 49 minutes 35 seconds East a distance of 876.765 feet to a point;

THENCE South 03 degrees 58 minutes 47 seconds West a distance of 2655.844 feet to a point in said centerline of Raber Road;

THENCE North 85 degrees 00 minutes 00 seconds West a distance of 641.783 feet along said centerline of Raber road to a point;

THENCE North 01 degrees 00 minutes 00 seconds West a distance of 306.680 feet to a point;

THENCE North 85 degrees 00 minutes 00 seconds West a distance of 257.943 feet to a point;

THENCE South 05 degrees 00 minutes 00 seconds West a distance of 305.000 feet to a appoint in said centerline of Raber Road;

THENCE North 85 degrees 00 minutes 00 seconds West along said centerline of Raber Road a distance of 402.600 feet to the POINT OF BEGINNING, and containing 67308410 square feet or 154.5189 acres of land, more or less as based on a survey made by Nicholas A. Spagnuolo, Registered Surveyor No. 5304, in March 1988. Said parcel subject to all easements, restrictions, and reservations of record.

EXCEPTING THEREFROM, HOWEVER, the following described real estate:

Situated in the Township of green, county of Summit and State of Ohio and known as being part of section 10 in said Green Township and more fully described as follows:

Beginning at the intersection of the southeast corner of said section 10 and the centerline of Raber Road (C.H. 246);

THENCE North 04 degrees 00 minutes 48 seconds East a distance of 825.820 feet along said section line to a point;

THENCE North 85 degrees 01 minutes 38 seconds West a distance of 1870.344 feet to an iron pin;

THENCE North 04 degrees 23 minutes 18 seconds East a distance of 1353.820 feet to a point and true place of beginning for the parcel herein described;

THENCE North 04 degrees 23 minutes 18 seconds East a distance of 145.000 feet to a point;

THENCE North 85 degrees 07 minutes 14 seconds West a distance of 504.000 feet to a point;

THENCE North 04 degrees 23 minutes 09 seconds East a distance of 331.944 feet to a point in the centerline of Turkeyfoot Lake Road (5.R. 519) (60 feet in width);

THENCE South 85 degrees 06 minutes 45 seconds East a distance of 334.950 feet along said centerline of Turkeyfoot Lake Road to a point for curve;

THENCE along a curve to the left having a radius of 5729.158 feet, a central angle of 006 degrees 47 minutes 05 seconds, an arc length of 678.436 feet, and a chord which bears South 88 degrees 30 minutes 07 seconds East to a point in the easterly line of Bluegrass Drive, a proposed street (75 feet in width);

THENCE South 04 degrees 07 minutes 51 seconds West a distance of 371.908 feet along said easterly line of Bluegrass Drive to a point;

THENCE North 85 degrees 07 minutes 14 seconds West a distance of 75.006 feet to a point in the Westerly line of said Bluegrass drive;

THENCE South 04 degrees 07 minutes 51 seconds West a distance of 42.906 feet along said Westerly line of Bluegrass drive to a point for curve;

THENCE along a curve to the right having a radius of 342.500, a central angle of 016 degrees 40 minutes 46 seconds, an arc length of 99.706 feet, and a chord which bears South 12 degrees 28 minutes 14 seconds West along said Westerly line of Bluegrass drive to a point;

THENCE North 85 degrees 36 minutes 42 seconds West a distance of 421.010 feet to the POINT OF BEGINNING, and containing 407093 square feet or 9.3456 acres of land including street areas, (S.R. 619 and proposed Bluegrass drive), 351374 square feet or 8.0644 acres of land without street areas, more or less, as based on a survey made by Nicholas A. Spagnuolo, Registered Surveyor No. 5304, in March 1988. Said parcel subject to all easements, restrictions, and reservations of record.

AND EXCEPTING, FURTHER, THEREFROM, the following described real estate, which constitutes PHASE 1 of the Mayfair Estates Subdivision, shown on the Plat, marked EXHIBIT A, preceding this EXHIBIT:

Situated in the Township of Green, County of Summit and State of Ohio and known as being part of section 11 in said Green Township and more fully described as follows:

Beginning at the intersection of the southeast corner of said section 11 and the centerline of Raber Road (C.H. 246);

THENCE North 04 degrees 08 minutes 48 seconds East a distance of 825.820 feet along said section line to a point;

THENCE North 29 degrees 09 minutes 49 seconds East a distance of 82.765 feet to a point;

THENCE North 04 degrees 08 minutes 48 seconds East a distance of 335.364 feet to a point;

THENCE North 85 degrees 14 minutes 58 seconds East a distance of 191.414 feet to a point of curve;

THENCE along a curve to the right having a radius of 905.000 feet, a central angle of 001 degrees 23 minutes 51 seconds an arc length of 22.074 feet, and a chord which bears South 04 degrees 03 minutes 06 seconds East to a point;

THENCE North 86 degrees 38 minutes 49 seconds East distance of 158.773 feet to a point;

THENCE North 44 degrees 18 minutes 19 seconds East a distance of 165.000 feet to a point;

THENCE South 62 degrees 59 minutes 07 seconds East a distance of 541.011 feet to a point;

THENCE South 86 degrees 01 minutes 13 seconds East a distance of 341.165 feet to a point;

THENCE South 03 degrees 58 minutes 47 seconds West a distance of 1201.403 feet to a point in said centerline of Raber Road;

THENCE North 85 degrees 00 minutes 00 seconds West a distance of 641.783 feet along said centerline of Raber Road to a point;

THENCE North 01 degrees 00 minutes 00 seconds West a distance of 306.680 feet to a point;

THENCE North 85 degrees 00 minutes 00 seconds West a distance of 257.943 feet to a point;

THENCE South 05 degrees 00 minutes 00 seconds West a distance of 305.000 feet to a point in said centerline of Raber Road;

THENCE North 85 degrees 00 minutes 00 seconds West along said centerline of Raber Road a distance of 402.600 feet to the POINT OF BEGINNING, and containing 1585005 square feet of 36.3867 acres of land, more or less, as based on a survey made by Nicholas A. Spagnuolo, Registered Surveyor No. 5304, in March 1988. Said parcel subject to all easements, restrictions and reservations of record.

ARTICLE OF INCORPORATION

OF

MAYFAIR ESTATES HOMEOWNERS ASSOCIATION, INC.

The undersigned, a citizen of the United States of America, desiring to form a corporation, NOT FOR PROFIT, under Sections 1702.01 et seq. of the Ohio Revised Code, does hereby certify:

FIRST: Name.

The name of the corporation shall be MAYFAIR ESTATES HOMEOWNERS ASSOCIATION, INC.

SECOND: Location of Principal Office.

The place in Ohio where the principal office of the corporation is to be located is the Township of Green, County of Summit.

THIRD: Definitions.

The following definitions are applicable to these Articles of Incorporation:

(a) "ASSOCIATION" means the non-profit corporation created and existing under the laws of Ohio by virtue of these Articles of Incorporation.

(b) "DECLARATION" means that certain Declaration of Easements, Covenants and Restrictions for Mayfair Estates, dated as of August 8, 1988, made by Declarant for the benefit of the Owners of the Subdivision, and recorded in Volume _____ at page _____ of Summit County, Ohio Records. The Declaration is incorporated by reference herein.

(c) "DECLARANT" means MAYFAIR ESTATES COMPANY and any entitles (or partnerships) resulting from a change in partners or partnership interests of Mayfair Estates Company. Declarant means, also, any person to whom there is transferred either directly or indirectly a conveyance or conveyances of any Lots, Common Areas, or Lands within the Development Area by a deed which contains, in addition to the grant of the land, an express assignment of the rights of Declarant herein in respect to the land conveyed and a statement that the assignment is intended to grant to such person all of the rights then held by the then Declarant-Grantor in respect to such land, these rights may be passed on by such a transferee-'Declarant' to additional transferee-Declarants until the express assignment and intent is no longer contained in a deed of the property.

(d) "DEVELOPMENT AREA" means the real property described on EXHIBIT B attached hereto. The Development Area is now owned by Declarant. It is not presently subject to the Declaration and shall not be so unless expressly subjected to the Declaration. All or parts of such property may, however, be added to the Subdivision and subjected to the Declaration from time to time as provided in the Declaration.

(e) "LOT" means any Sublot shown on the Plat and shown on any Plat filed with the Summit County Recorder of any part or parts of the Development Area which may be added to the initial Subdivision and subjected to the Declaration, from time to time, by Declarant. For purposes of this Declaration, the Common Area, including the ponds, lakes, and water retention basins shown on the Plat, shall not be a Lot.

(f) "MEMBER" means any Member of the Association, being the Declarant and other Owners.

(g) "OWNER" means the record owner, whether one or more persons, of a fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. It includes a person owning a life estate or a lease having an initial term of fifty years or more. It does not include a person owning a remainder or reversionary interest to a life estate or to a lease with an initial term of fifty years or more.

(h) "PLAT" means that certain proposed Plat entitled "Mayfair Estates – Phase 1," a reduced copy of which is attached hereto as EXHIBIT A, and any other Plat filed with the Summit County Recorder of any part or parts of the Development Area which are added to the initial Subdivision and subjected to the Declaration.

(i) "SUBDIVISION" means the real property in Green Township, Summit County, Ohio, subdivided by the Plat, the Common Areas, any additional land in the Development Area which Declarant subjects to the provisions of the annexed to the Subdivision in accordance with Paragraph 7.8(a) of the Declaration.

FOURTH: Purposes and Powers of the Association.

This Association does not contemplate pecuniary gain or profit to the Members thereof. The specific purposes for which it is formed are to carry out the duties and powers of the Association as provided in the Declaration. For these purposes, the Association shall have the right to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time.

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the declaration; pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all license, taxes or governmental charges levied or imposed against the property of the Association.

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(d) Dedicate, sell, transfer or grant easements in all or any part of the Common Areas, or any parts thereof to any public agency, municipality, authority, utility or person for such purposes and subject to such conditions and approvals as may be provided in the Declaration.

(e) Have, exercise, and engage in any and all powers, rights, privileges and acts which a corporation organized under the Ohio Non-Profit Corporation Law (Chapter 1702 of the Ohio Revised Code) by law may now or hereafter have or exercise.

FIFTH: Membership.

Every Owner of a Lot in the Subdivision shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

SIXTH: Voting Rights.

Class A - Class A Members shall be all Owners, with the exception of the Declarant during the period Declarant is a Class B Member, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest as an Owner in a Lot, all such persons shall be Members. The Vote for such Lot shall be exercised as the Owners thereof determine, but in no event shall more than one vote be cast with respect to any Lot. If one or more of several Owners of a Lot appear at a meeting by proxy or otherwise such Owner or Owners that appear may exercise all of the vote of the Lot. If two or more persons own an undivided Ownership interest in a Lot, and are unable to agree on how their vote for the Lot shall be made, each Owner present, in person or by proxy, shall be entitled to exercise that fraction of one vote equal to the Owner's fraction of ownership interest in the Lot. Persons holding ownership by joint and survivorship shall be considered to have an interest of one over the number of joint and survivorship interests.

Class B - There shall be only one Class B Member, who shall be the Declarant. Declarant shall be entitled to ten votes for each Lot owned by Declarant. The Class B membership shall cease and, if an to the extent Declarant owns any Lots, be converted to Class A Membership on the happening of whichever the following events is first to occur:

(a) December 31, 1998; or

(b) Owners other than developer own in the aggregate 95% or more of the Lots. It is possible that Declarant would cease being a Class B Member, but again become a Class B Member by adding an additional part of the development Area to the Subdivision and subjecting it to this Declaration.

SEVENTH: Board of Trustees.

Until the first annual meeting of Members, the affairs of this Association shall be managed by a Board of three Trustees. The names and addresses of the persons who are to act in the capacity of trustee until the election of their successors are:

<u>Name</u>	<u>Address</u>
Irving Botnick	171 Court drive Akron, Ohio 44313
Michael L. Miller	20201 North Park Blvd. Shaker heights, Ohio 44118
Harold S. LaPine	2370 South Overlook Road Cleveland Heights, Ohio 44106

EIGHT: Dissolution.

The Association may be dissolved with the assent given in writing and signed by all Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be conveyed and assigned to the Owners to hold in accordance with the provisions of Paragraph 7.7 of the Declaration.

NINETH: Duration.

The Corporation shall exist perpetually.

TENTH: Amendments.

Amendment of these Articles shall require the assent of Members owning not less than sixty percent (60%) of the voting powers of the Association and the assent of Declarant if Declarant owns a Lot.

ELEVENTH: Indemnity.

Each member of the Board of trustees and officer of the Association and each former member of the Board of Trustees and Officer of the Association shall be indemnified by the Association against the costs and expenses reasonably incurred by him in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which he is or may be made a party by reason of his being or having been such Board Member or officer of the Association (whether or not he is a member or officer at the time of incurring such costs and expenses), except with respect to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for misconduct or negligence in the performance of his duty as such Board member or officer. In case of a settlement of any action, suit or proceeding to which any Board Member or officer of the Corporation, or any former Board member or officer of the Association, is made a party or which may be threatened to be brought

against him by reason of his being or having been a Board Member or officer of the Association, he shall be Indemnified by the Association against the costs and expenses (including the cost of settlement) reasonably incurred by him in connection with such act, suit or proceeding (whether or not he is a Board Member or officer at the time of incurring such costs and expenses) if: (a) the Association shall be advised by independent counsel that such Board Member or officer did not misconduct himself or was not negligent in the performance of his duty as such Board Member or officer with respect to the matters covered by such action, suit or proceeding, and the cost to the Association of indemnifying such Board Member or officer (and all Board members and officers, if any, entitled to indemnification hereunder in such case) if such action, suit or proceeding were carried to a final adjudication in their favor could reasonably be expected to exceed the amount of costs and expenses to be reimbursed to such Board Member and officers as a result of such settlement, or (b) disinterested Association Members entitled to exercise the majority of the voting power shall by vote, at any annual or special meeting of the Association, approve such settlement and the reimbursement to such Board Member or officer of such costs and expenses. The phrase "disinterested member" shall mean all members of the Association other than (i) any Board Member or officer of the Association who is at the time or may be entitled to indemnification pursuant to the foregoing provisions, (ii) any corporation or organization of which such Board Member or officer owns of record or beneficiary ten per cent (10%) or more of any class of voting securities, (iii) any firm of which such Board Member or officer is a partner, and (iv) any spouse, child, parent, brother or sister of any such Board Member or officer. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such Board Member or officer and shall not be exclusive of other rights to which any Board member or officer may be entitled as a matter of law under the Declaration, these Articles, the Bylaws of the Association, any vote of Corporation members or any agreement.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Ohio, I, the undersigned, constituting the incorporation of this Association, have executed these Articles of Incorporation this ____ day of _____. 1988.

Irving Botnick

APPOINTMENT OF STATUTORY AGENT

The undersigned, being the incorporator of MAYFAIR ESTATES HOMEOWNERS ASSOCIATION, INC., hereby appoints himself, IRVING BOTNICK, a natural person residing in the County in which MAYFAIR ESTATES HOMEOWNERS ASSOCIATION, INC., has its principal office, the statutory agent upon whom may be served any process, notice or demand required or permitted by statute to be served upon the Corporation. His complete address is:

929 Hampton Ridge Drive
Akron, Ohio 44313

MAYFAIR ESTATES HOMEOWNERS
ASSOCIATION, INC.

IRVING BOTNICK

MAYFAIR ESTATES HOMEOWNERS ASSOCIATION, INC.

Gentlemen:

I hereby accept the appointment as agent of MAYFAIR ESTATES HOMEOWNERS ASSOCIATION, INC. upon whom process, notices or demands required or permitted by statute to be served upon the Corporation may be served.

IRVING BOTNICK

Date: _____, 1988

AMENDMENT TO THE DECLARATION
OF EASEMENT, COVENANTS AND RESTRICTIONS FOR
MAYFAIR ESTATES HOMEOWNERS ASSOCIATION, INC.

This will certify that copies of this Amendment have
been filed in the Office of the Fiscal Officer. Summit
County, Ohio.

Dated: _____, 2011

Fiscal Officer:

By _____

This Instrument Prepared by:
David J. Lindner Esq.
BUCKINGHAM, DOOLITTLE & BURROUGHS. LLP
1375 E 9th Street, Suite 1700
Cleveland, Ohio 44114
216-621-5300

THIS AMENDMENT is made this _____ day of _____, 2011, by Mayfair Estates Homeowners Association, Inc.

RECITALS

- A. Mayfair Estates Homeowners Association, Inc. (the "Association") and the Mayfair Estates subdivision (the "Subdivision") are governed by and subject to the terms and provisions of the Declaration of Easements, Covenants and Restrictions ("Declaration") recorded on or about November 14, 1988 in Book 146, Pages 961 et seq. of the Official Records of Summit County, as amended from time to time.
- B. Declaration Article 7, Paragraph 7.7 provides that the Declaration may be amended by an instrument in writing, signed, witnessed and acknowledged in form for recording by Persons owning sixty percent (60%) or more of the voting power of the Association, and all holders of first mortgages whose mortgages are of record with the Association.
- C. This Amendment has been approved by sixty percent (60%) or more of the voting power of the Association, whose signatures are attached hereto as **Exhibit A**.
- D. The requirements for this Amendment as set forth in Declaration Have been complied with in all respects.

NOW THEREFORE: the Association, through its Board, hereby amends the Declaration as follows:

- 1. **Incorporation of Recitals**. The above recitals are incorporated by this reference.
- 2. **Definitions**. All terms defined in the Declaration and used herein shall have the same meaning as provided in the Declaration unless otherwise expressly stated.
- 3. **Amendment**. The following amendments are hereby made to the Declaration (new language underlined; deleted language stricken through):

- a) **Article 5, Paragraph 5.10**. Modify Declaration Article 5, Paragraph 5.10 as follows:

Not more than ~~one (1) building~~ one dwelling and one outbuilding shall be constructed and maintained on a Lot.

- b) **Article 5, Paragraph 5.11**. Modify declaration Article 5, Paragraph 5.11 as follows:

No tractor, trailer, commercially licensed vehicle ~~truck~~, unlicensed vehicles, boat or recreational vehicle (such as campers, motor homes, horse trailers, etc.) may be stored on a Lot unless such vehicle is kept in a garage ~~or suitable outbuilding~~, nor shall any such vehicle be parked temporarily in the open on a Lot for a period exceeding seventy two (72) hours.

- (c) **Article 5, Paragraph 5.6**. Add new subparagraph (g) to Article 5, Paragraph 5.6 as follows.

- (e) Any outbuilding (defined as any building on a Lot other than the dwelling) must conform to the following specifications:

- (i) The area shall not exceed 120 square feet
- (ii) The height shall not exceed 12 feet
- (iii) The outbuilding shall be located in the rear portion of the Lot, behind the dwelling, with a minimum clearance of 15 feet from side or rear property lines.
- (iv) The style and design shall be compatible with the dwelling.
- (v) The roof shall be asphalt shingle or material similar to the dwelling.
- (vi) The siding shall be wood or similar or materials to the dwelling. The siding shall be painted or stained in a color compatible with the dwelling and property maintained.

d) **Article 6, Paragraph 6.8.** Add a new subparagraph (e) to Article 6, Paragraph 6.8 as follows:

(e) The Association shall have the power, right and authority to adopt and amend, by majority vote of the Board, any rules and regulations necessary or desirable for the continued operation of the Subdivision as a first-class residential subdivision. Such rules and regulations may expand upon and interpret the provisions of the Declaration so long as they do not directly conflict with the terms of the Declaration. The Board shall notify all Owners in writing of any rules and regulations adopted or amended and shall make copies of the rules and regulations available to all Owners upon request. Any rule or amendment adopted by the Board shall be effective fourteen (14) days after the date it is mailed to all Owners, by regular mail, to the address of each Owner's Lot.

(e) **Article 6, Paragraph 6.11.** Modify Article 6, Paragraph 6.11 as follows:

After Declarant's approval rights expire (see Paragraph 5.2 and 5.10, above) the Architectural Control Committee or the Board must render its decision in respect to any plans or specifications submitted to it and give notice thereof to an Owner within ~~seven (7)~~ forty-five (45) days after the Owner delivers the Owner's plans and specifications to the Committee or Board, whichever is it then performing the duties of approving plans and specifications in accordance with Paragraph 6.10. Failure to give notice of its decision within said ~~7~~ forty-five (45) days shall be deemed to be an approval of the plans and specifications submitted. The forty-five (45) day period shall not begin to run until the Committee or Board deems the Owner's submission complete. If the Committee or Board deems the Owner's submission incomplete, it shall, within a reasonable time after the Owner's submission, notify the Owner of any additional information that must be submitted.

4. Other Provisions Not Affected. Except as set forth above, all other terms of the Declaration remain in force and unamended. In the event of a conflict between the terms of the Declaration and the terms of this Amendment, the terms of this Amendment shall control.
5. Limitation on Actions to Contest Amendment. Any person wishing to challenge or contest this Amendment or any part hereof must bring an action in the Summit County Court of Common Pleas not later than one year after the date this Amendment is recorded or be forever barred.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed this _____ day of March, 2011.

MAYFAIR ESTATES HOMEOWNERS

ASSOCIATION, INC.

By: _____

Print name: Sung Ki L. Leemaster

Title: President

By: _____

Print name: Andrew W. Bernat

Title: Vice President

By: _____

Print name: Robert B. Lawrence, Jr.

Title: Treasurer

By: _____

Print name: Kurt Leibensperger

Title: Secretary

STATE OF OHIO)
)SS.
COUNTY OF SUMMIT)

Before me, a Notary Public in and for said County and State, appeared the above named Sung Ki L. Leemaster, the President of Mayfair Estates Homeowners Association, Inc., who being duly authorized acknowledged that he did sign the foregoing and that the same is his free act and deed and that of the Association.

IN WITNESS WHEREOF, I have set my hand and seal at Green. Ohio. This ____ day of March, 2011.

Notary Public

My commission expires: _____

STATE OF OHIO)
)SS.
COUNTY OF SUMMIT)

Before me, a Notary Public in and for said County and State, appeared the above named Andrew W. Bernat, the Vice President of Mayfair Estates Homeowners Association, Inc., who being duly authorized acknowledged that he did sign the foregoing and that the same is his free act and deed and that of the Association.

IN WITNESS WHEREOF, I have set my hand and seal at Green. Ohio. This ____ day of March, 2011.

Notary Public
My commission expires: _____

STATE OF OHIO)
)SS.
COUNTY OF SUMMIT)

Before me, a Notary Public in and for said County and State, appeared the above named Robert F. Lawrence, Jr., the Treasurer of Mayfair Estates Homeowners Association, Inc., who being duly authorized acknowledged that he did sign the foregoing and that the same is his free act and deed and that of the Association.

IN WITNESS WHEREOF, I have set my hand and seal at Green. Ohio. This ____ day of March, 2011.

Notary Public
My commission expires: _____

STATE OF OHIO)
) SS.
COUNTY OF SUMMIT)

Before me, a Notary Public in and for said County and State, appeared the above named Kurt Leibensperger, the Secretary of Mayfair Estates Homeowners Association, Inc., who being duly authorized acknowledged that he did sign the foregoing and that the same is his free act and deed and that of the Association.

IN WITNESS WHEREOF, I have set my hand and seal at Green. Ohio. This ____ day of March, 2011.

Notary Public

My commission expires: _____

Exhibit A

I hereby approve of the foregoing Amendment to the Declaration of Easements, Covenants and Restrictions for Mayfair Estates Homeowners Association, Inc.

Signature: _____

Print name: _____

Address: _____

STATE OF OHIO)
) SS.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____

Notary Public

My commission expires: _____

Signature: _____

Print name: _____

Address: _____

STATE OF OHIO)
) SS.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____

Notary Public

My commission expires: _____

Signature: _____

Print name: _____

Address: _____

STATE OF OHIO)
) SS.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____

Notary Public

My commission expires: _____

Signature: _____

Print name: _____

Address: _____

STATE OF OHIO)
) SS.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____

Notary Public

My commission expires: _____

