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SECOND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR THE SINGLE FAMILY HOMES OF THE LAKES OF
FRANKLIN MILLS

In accordance with Article XV of the Declaration of Covenants, Conditions and Restrictions for the Single Family Homes of the Lakes of Franklin Mills recorded on April 14, 2004 with the Recorder of Portage County, Ohio as Instrument Number 200410126 and as amended February 23, 2005 as instrument number 200504266 and as Restated April 22, 2005 in instrument number 200509865 (collectively "Declaration"), said Declaration is hereby restated in its entirety as provided in the Restatement attached hereto as Exhibit A. The undersigned certify that the attached Restatement has been approved in writing by 80% of the voting power, and that the written acceptances are on file with the Secretary of the Association.

The Lakes of Franklin Mills
Homeowners Association

Robert Hermann
By: Robert Hermann

Date: 6/9/05

Jackie Hermann
By: Jackie Hermann

Date: 6/9/05

INDEXED

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BONNIE M. HOWE
PORTAGE CO. RECORDER

KT

STATE OF OHIO

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PORTAGE COUNTY

Before me, a Notary Public in and for said County and State, personally appeared The Lakes of Franklin Mills Homeowners Association by Robert Hermann its Board Member who acknowledged that He did sign the foregoing instrument, and that the same is the free act and deed of said The Single Family Homes of the Lakes of Franklin Mills Homeowners Association and It is free act and deed personally and as such Member.

In Testimony Whereof, I have hereunto set my hand and official seal, at Paris, Ohio, this 9 day of June, 2005.

David E. Williams
NOTARY PUBLIC
David E. Williams

Notary Public for State of Ohio
My commission has no expiration date.
R.C. 147.03

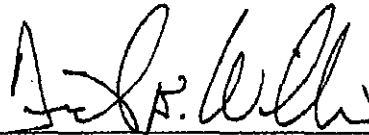
STATE OF OHIO

SS

PORTAGE COUNTY

Before me, a Notary Public in and for said County and State, personally appeared The Lakes of Franklin Mills Homeowners Association by JACKIE HEIMANN its BOARD MEMBER who acknowledged that she did sign the foregoing instrument, and that the same is the free act and deed of said The Single Family Homes of the Lakes of Franklin Mills Homeowners Association and ~~her~~ free act and deed personally and as such Member.
Not

In Testimony Whereof, I have hereunto set my hand and official seal, at Kent, Ohio, this 9 day of June, 2005.



Notary Public

David E. Williams


Notary Public for State of Ohio

My commission has no expiration date.
R.C. 147.03

DEVELOPER'S CONSENT

In accordance with Article XV of The Declaration of Easements, Conditions, Covenants, and Restrictions for the Single Family Homes of the Lakes of Franklin Mills, the undersigned, Forest Lakes Development Ltd., the developer, hereby consents to the attached Amendment.

Forest Lakes Development Ltd.



By: Robert Heimann, managing member

STATE OF OHIO

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PORTAGE COUNTY

Before me, a Notary Public in and for said County and State, personally appeared Forest Lakes Development Ltd. by Robert Heimann its managing member who acknowledged that he did sign the foregoing instrument, and that

the same is the free act and deed of said Forest Lakes Development and his free act and deed personally and as such Member.

In Testimony Whereof, I have hereunto set my hand and official seal, at Rent, Ohio, this 10 day of June, 2005.



JONNIE M. SHORT
Notary Public, State of Ohio
My Commission Expires

10-4-09

Jonnie M. Short
Notary Public

Heimann, Robert/Single Family Homes/Restatement to Single Family 2

**SECOND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
THE SINGLE FAMILY HOMES OF THE LAKES OF FRANKLIN MILLS**

Pursuant to Article XV of The Declaration of Easements, Covenants, Conditions, and Restrictions of the Single Family Homes of the Lakes of Franklin Mills originally recorded with the Recorder of Portage County, Ohio on April 14, 2004, as instrument number 200410126, and as amended on February 23, 2005 as instrument number 200504266 and as Restated on April 22, 2005 in instrument number 200509865 (collectively the "Single Family Declaration") this instrument restates and replaces said Single Family Declaration in its entirety and is hereinafter referred to as the "Single Family Home Restrictions".

**ARTICLE I
PURPOSE**

The purpose of these Single Family Home Restrictions is to subject all Sublots to the Declaration of Easements, Covenants, Conditions and Restrictions for the Lakes of Franklin Mills originally recorded with the Recorder of Portage County, Ohio on January 8, 2002 as instrument number 2002000801, as amended, on February 23, 2005 as instrument number 200504265 (collectively the "Master Declaration") in accordance with Article IX of the Master Declaration and to impose additional restrictions on all Sublots.

**ARTICLE II
DEFINITIONS**

Except as otherwise specifically defined herein, all terms used herein shall have the same meaning as set forth in the Master Declaration. The term "Sublots" specifically includes the Sublots identified on Exhibit A hereto.

**ARTICLE III
ARCHITECTURAL STYLES**

All dwellings on any Sublot shall meet the following requirements and may be one, one and a half (or Cape Cod), or two story in design:

A one story dwelling is a structure, the living area being the first floor space only and constructed with a basement.

A story and a half or Cape Cod dwelling is a structure, the living area of which is on two levels connected by a stairway and constructed with a basement. The upper level is constructed within the gable portion of the roof. Window penetrations are made by the use of dormers.

A two story dwelling is a structure, the living area of which is on two levels connected by a stairway, constructed with a basement.

All dwellings are subject to approval in accordance with Article VIII of the Master Declaration.

ARTICLE IV BUILDING AND LAND USE RESTRICTIONS

All Sublots shall only be occupied by single family residential dwellings meeting the following requirements. All Improvements are subject to approval in accordance with Article VIII of the Master Declaration.

- A. 1300 square feet of living area for a one story ranch dwelling exclusive of garages, porches, or basements.
- B. 1500 square feet of living area for a two story or one and one half story dwelling exclusive of garage, porches, or basement area.
- C. Each dwelling will have a two (2) or three (3) car attached or integral garage.
- D. The minimum roof pitch on all homes shall be 6/12.
- E. Split level homes are not permitted.
- F. Basement homes are not permitted.
- G. Bi-level homes are not permitted.
- H. Multi-level homes may be approved, but only with written permission of the Architectural Committee.
- I. Raised Ranches are not permitted.
- J. A-frame style homes or domes are not permitted.
- K. Duplexes, twinplexes and other forms of multi-family residences are not permitted.
- L. Where required, sidewalks will be constructed of concrete and must be completed within six (6) months of the dwelling being completed (weather permitting).
- M. Lawns and shrubbery between the roadway and dwelling shall be installed within six (6) months after the completion of the dwelling.
- N. Any dwelling that is constructed shall have no concrete or block above grade on that portion of the dwelling facing a dedicated roadway, but may be covered with a brick veneer, or brick pattern poured concrete wall which has been painted to simulate brick.
- O. All driveways and driveway aprons shall be constructed of concrete or brick or bricklike pavers, and shall comply with the requirements of the City of Kent and shall be completed before the dwelling is occupied.
- P. No trailer, basement, tent or other out-buildings shall be used as a residence temporarily or permanently, nor shall any structure of a temporary character be permitted. No garage or utility building shall be erected prior to the erection of the principal dwelling house. In no instance shall the construction on the exterior of a building or structure extend beyond one year from the date construction commenced.
- Q. No Owner shall damage any streets or permit any contractor or materialman to damage any street during the period of any home construction or said

Owner shall be personally liable for any cost of repairing such street, and shall hold Developer and the Association and their successors and assigns harmless from any liability to any governmental entity for the cost of repairing such street.

- R. Easements for installation and maintenance of utilities and drainage facilities as shown on the Plat are reserved for the benefit of the Owners of the Sublots. All utility easements and easements for drainage and storm water control, and all facilities located therein existing for the common benefit of the Owners shall be conveyed by the Developer to the Association and when so conveyed the Association shall accept the same. The Association shall be responsible for the maintenance, repair and replacement of the easements and facilities therein after the date of the conveyance.
- S. Chain link fences, split rail fences, solid fences, and fences made of wood are not permitted on any Sublot. Wrought iron, picket style, and vertical slat fences are permitted so long as they are not made of wood. No fences are permitted within any side line or rear line set back areas. Fences and plants or plantings designed to or which have the practical effect and appearance of a fence, barrier, divider, or enclosure, or which block the view of any body of water by the neighbors are not is permitted in the rear yard of any Sublot that abuts any body of water, except fences to the minimum height required by law may be installed around a pool on Sublots where pools are permitted. All other fences and all plantings designed to or which have the practical effect and appearance of a fence, barrier, divider, or enclosure shall be no more than forty eight (48) inches high. All fences, or plants or plantings designed to or which have the practical effect and appearance of a fence, barrier, divider, or enclosure must be approved by the Board or the Architectural Committee, and must be in compliance with applicable ordinances of the City of Kent and, if required, a permit must be obtained from the building department.
- T. During construction or installation of any Improvement on a Sublot, the Owner shall cause the Sublot to be kept free of unsightly accumulations of rubbish and scrap materials and shall cause all construction materials and any temporary structure to be maintained in a neat and orderly manner. All construction materials shall be removed from the Sublot promptly after completion of construction or installation.
- U. No signs, billboards, or advertising devices of any kind (other than a sign advertising the sale of a Sublot that conforms to the local ordinances), temporary political signs, informational signs such as security systems and the like, and builder and/or contractor temporary signs, and entrance monuments and signs identifying the Property and Developer, shall be erected, placed, or suffered to remain on any Sublot or within the Common Areas. Advertising signs with respect to the construction of a residence, such as utility company signs, signs for financing or signs for products used in the construction, must first have the approval of the Developer, and after

architectural control has been transferred to the Association, approval of the Board.

- V. Parking or storing non working or undriveable vehicles, commercial vehicles or trailers and machinery or equipment outside is prohibited. A commercial vehicle is one that has commercial license plates. A vehicle is undriveable if it is mechanically unfit to be driven on a public street or if it would be a violation of any law to drive it on a public road. Parking mobile homes, non commercial trailers, boats, campers, recreational vehicles and the like outside is permitted provided they do not remain for more than seventy two (72) consecutive hours in any seven (7) consecutive day period. However, these provisions shall not limit the use of trucks, trailers, or equipment during construction.
- W. The keeping, raising, and harboring of cattle, swine, fowl, livestock, or other farm animals or any other animals not normally kept as household pets is prohibited. The keeping of no more than four (4) household pets is permitted provided they are not kept, bred, or maintained for commercial purpose or kept in a manner as to constitute a nuisance. **Outside animal pens are not permitted.**
- X. All garbage or trash containers shall be kept inside until the day preceding scheduled trash pickup and shall be returned to the inside after the trash is picked up on the same day as the trash is picked up.
- Y. No spirits or fermented liquor shall be manufactured or sold either at wholesale or at retail on any Sublot and no place of public entertainment or resort of any character shall be established, conducted, or suffered to remain on any Sublot. This provision shall not apply to sales promotions conducted by the Developer.
- Z. Site lighting which interferes with the comfort, privacy or general welfare of adjacent Owners is prohibited.
- AA. Owners shall keep vacant Sublots reasonably free of refuse, trash, and unsightly objects, and shall keep the vegetation on the Sublot mowed to a height of no more than one foot. Owners of Sublots with homes on them shall keep such Sublots reasonably free of weeds, underbrush, refuse, trash, and unsightly objects, and shall keep the landscaping neat and trimmed and the lawn mowed to a height of not more than six inches.
- BB. Satellite and/or TV dishes must be four feet square or less and may not be placed in front of or on the front of the building. Communication towers or antennas of any sort, except TV antennas attached to a structure and not extending further than four feet above the roof, are not permitted. Overhead wires are not permitted.
- CC. No outdoor clothes drying shall be permitted within the Subdivision.
- DD. The rear wall of any residence on a Sublot that abuts any body of water shall be no farther than 100 feet from the front lot line of the Sublot. Decks off of the rear of any residence on a Sublot that abuts any body of water are

permitted if the floor of the deck is level with or below the level of the first floor of the residence, provided the written approval of the Developer, the Board or the architectural review committee is first obtained. A deck may be prohibited if in the opinion of the Developer, the Board, or the architectural review committee it is constructed, screened, fenced or covered in a manner which unreasonably blocks another Owner's panoramic view of the body of water. Other types of temporary or permanent Improvements such as, but not limited to, children's swing sets, trampolines, play houses, batting cages, and other equipment or facilities for children or adults may be located in the rear yard of a Sublot that abuts any body of water, provided the written approval of the Developer, the Board, or the architectural review committee is first obtained. Any such Improvement may be prohibited if in the opinion of the Developer, the Board, or the architectural review committee it unreasonably blocks another Owner's panoramic view of the body of water.

- EE. All lawns are to be of traditional types of grass which can be kept neatly mowed. Lawns shall make up not less than eighty percent of the Sublot outside the boundaries of any permanent Improvement on the Sublot.
- FF. The location and style of all mailboxes are subject to the Developer's prior approval. Thereafter, the location and style of all mailboxes are subject to the prior approval of the Architectural Committee. No theme mail boxes are permitted. All mail boxes are to be consistent in size, color, and location and are to be traditional in style.

ARTICLE V ENFORCEMENT

Developer, the Board, the Architectural Committee, the Association, and any Owner shall have the right to enforce these Single Family Home Restrictions. The right of enforcement shall include the right to recover damages and/or seek injunctive relief to prevent a violation. Any act or omission which violates any provision of these Single Family Home Restrictions is declared to be a nuisance. Developer, the Board and the Association, and their respective agents, shall have the right to enter on any Sublot at any reasonable time to inspect for violations and the Association, and their respective agents shall have a right of entry on and access to each Sublot, to enable the Association to enforce any provision of these Single Family Home Restrictions or the Master Declaration or any rule or regulation adopted by the Association or the Board, or to protect the health, safety, and welfare of the Owners. An Owner shall be given 15 days written notice to cause the structure, thing, or condition constituting a violation to be removed. If the violation is not removed within said 15 day period, Developer, the Board and the Association and their respective agents shall have the right to abate and remove the violation, move any structure, thing, or condition causing the violation at the expense of the Owner, without any liability to the Owner for trespass or any other claim resulting from such entry, and action taken.

ARTICLE VI LEGAL FEES AND EXPENSES

All costs and expenses, including reasonable attorneys fees, incurred with respect to remedying a violation of these Single Family Home Restrictions or the Master Declaration or any rule or regulation adopted by the Association shall be paid by the Owner(s) violating the same. Any costs, expenses, including reasonable legal fees, incurred by the Board or the Association to collect, enforce, or defend any right or remedy shall be deemed to be a special individual assessment against the violating Owners and will be assessed and enforced, jointly and severally, against said Owners as provided in the Master Declaration.

ARTICLE VII MASTER DECLARATION AND ASSOCIATION

Each Sublot Owner and his, her, their or its heirs, executors, administrators, successors and assigns are bound by the terms and conditions of these Single Family Home Restriction and the Master Declaration. To the extent that the covenants, conditions, and restrictions of these Single Family Home Restrictions and the Master Declaration conflict, the more restrictive covenant, condition or restriction shall prevail, except that the provisions of Article VIII hereof shall control amendment of this instrument. Also, to the extent necessary to give effect to the Master Declaration, it is incorporated herein by reference as is fully rewritten herein.

ARTICLE VIII AMENDMENT

These Single Family Home Restrictions may be amended by an affirmative vote of Sublot Owners entitled to exercise 80% of the voting power of all Sublot Owners and the filing with the Recorder of Portage County, Ohio an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by at least two members of the Board. Said instrument shall certify that Sublot Owners entitled to exercise at least 80% of the voting power have signed a written acceptance of said amendment and that said written acceptance is on file with the Secretary of the Board. Such recorded amendment must be executed by said officers with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached exhibits are recorded. No amendment shall have any effect upon the Developer or the rights of the Developer until and unless the written consent to such amendment is received from the Developer. Such consent shall be retained by the Secretary of the Association. No amendment may be

made to remove the Sublots from the Master Declaration or the Master Association without the consent of the Master Association.

ARTICLE IX COVENANTS

Each Owner of a Sublot, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by these Single Family Home Restrictions, the Plat, the Master Declaration and the By-Laws, and all rights, benefits and privileges of every character hereby or thereby granted, created, reserved or declared and all impositions and obligations hereby or thereby 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 said land and shall inure to the benefit of such owner in like manner as though the provisions of the Master Declaration, the Plat, these Single Family Home Restrictions and the By-Laws were recited and stipulated at length in each and every deed of conveyance. Each Sublot Owner acknowledges and agrees that the other Sublot Owners acquired their Sublots with the economic expectation that these Single Family Home Restrictions will be enforced.

An Owner shall not permit anything to be done or kept in or on such Owner's Sublot, or in the Common Areas which would be in violation of any federal, state, or local law, rule, regulation, code, administrative or judicial order, the Plat, or any duly adopted rule or regulation of the Master Association. Each Owner agrees not to permit its Sublot to be used in any manner which will, when applied in an objective manner consistent with the purposes of the Master Declaration, unreasonably interferes with the use and enjoyment by other Owners of their Sublots or causes an unreasonable annoyance to other Owners.

No owner may exempt himself from the obligations contained in these Single Family Home Restrictions or the Master Declaration, by waiver of the use or enjoyment of any of the Common Areas, or by the abandonment of the Sublot, or otherwise.

ARTICLE X GENERAL PROVISIONS

No covenant, restrictions, conditions, obligations or provisions contained in these Single Family Home Restrictions or the Master Declaration shall be deemed to have been abrogated or waived by reason of any delay or failure to enforce the same irrespective of the number of violations or breaches which may occur. No delay or failure on the part of any aggrieved party to pursue any available right with respect to a violation of any provision shall be held to be a waiver by that party of or in estoppel of that party to assert any right available to the party upon a re-occurrence or continuation of the violation or the occurrence of any different violation. No delay or failure on the part of any aggrieved party to pursue any available right with respect to a violation of any provision shall be held to be

a waiver by that party of or in estoppel of that party to assert any right available to the party upon a re-occurrence or continuation of the violation or the occurrence of any different violation.

In the event any provision of these Single Family Home Restrictions, or the application thereof to any person or circumstance, is determined to be invalid or unenforceable such invalidity shall not impair or affect in any manner the validity, enforceability or effect of the rest of these restrictions, or the application of such provision to any other person or circumstance. Furthermore, if at all possible, the invalid or unenforceable provision, or the application thereof, is not to be avoided. Instead, such provision is to be interpreted and applied in a manner which both makes the provision valid and preserves to the greatest extent the legal, economic, and practical affect of the provision as originally written.

The headings set forth in this Declaration are inserted as a matter of convenience only.

This instrument prepared by:
David E. Williams, Attorney
Williams, Welser & Kratcoski
Eleven South River Street
P.O. Box 396
Kent, Ohio 44240
(330) 673-3444
Heimann\10057016\Restrictions draft of 6.8.05

**EXHIBIT A TO SECOND
RESTATEMENT**

Situated in the City of Kent, County of Portage and State of Ohio and known as being Sublots 1, 2R, 3R, 4R, 5R, 6R and 7R of Phase I of The Lakes of Franklin Mills Subdivision as recorded in Plat 2003-91 with the Recorder of Portage County, Ohio.

Situated in the City of Kent, County of Portage and State of Ohio and known as being Sublots 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 and Sublots 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 104, 105, and 106 of Phase II of The Lakes of Franklin Mills Subdivision as recorded in Plat 2004-92 with the Recorder of Portage County, Ohio.

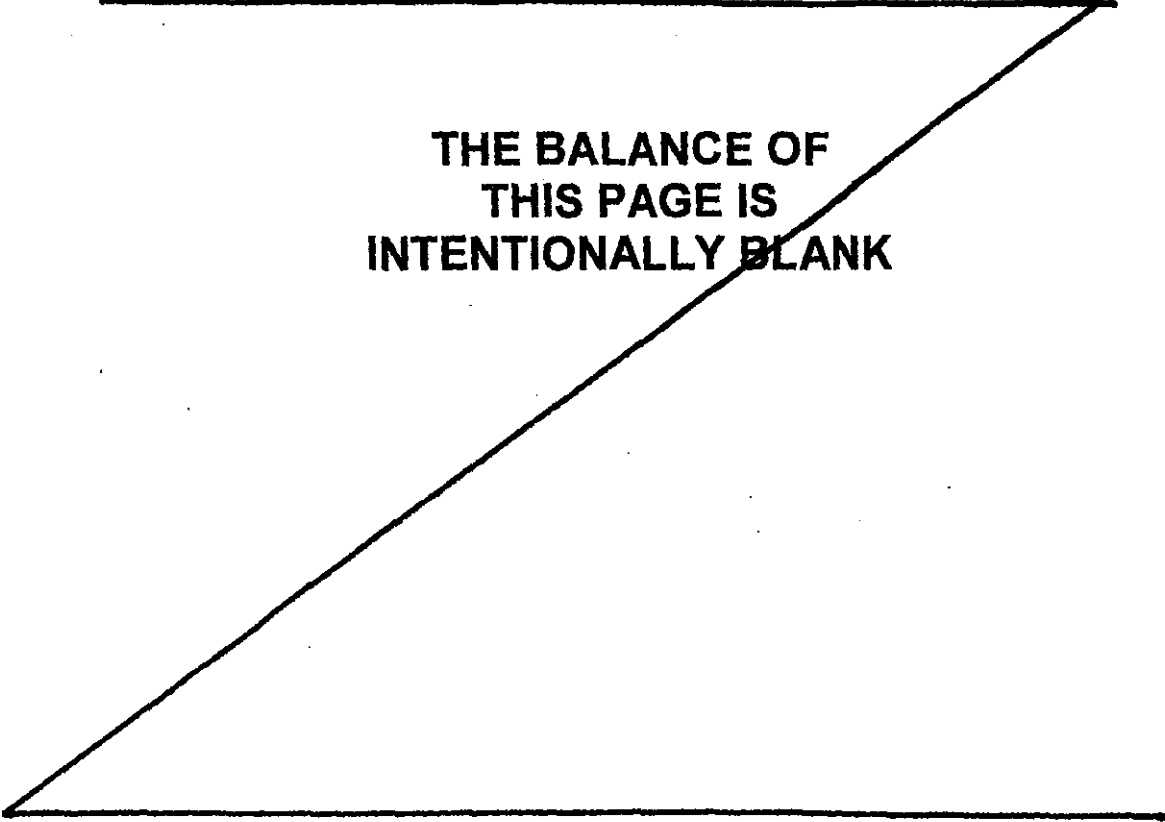
Heimann, Robert/Exhibit A to Restatement

**AMENDMENT TO THE DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS, AND RESTRICTIONS OF THE LAKES OF FRANKLIN MILLS**

WHEREAS, the Declaration of Easements, Covenants, Conditions, and Restrictions for the Lakes of Franklin Mills was originally filed with the recorder of Portage County, Ohio on January 8, 2002 and recorded as instrument number 200200801 (the "Declaration"); and

WHEREAS, in accordance with Section 15.3 of said Declaration, the Declaration may be amended with the written consent of 80% of the owners of the property subject to the Declaration and the Developer;

NOW THEREFORE, the Developer and Owners constituting more than 80% of all of the Owners of the property subject to the Declaration hereby amend the Declaration in accordance with Exhibit A hereto. The signatures of the Developer and the Owners are attached to and are part of the Amendment.



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BONNIE M. HOWE
PORTAGE CO. RECORDER

20 THE DECLARATION OF EASEMENTS, COVENANTS,

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CONDITIONS, AND RESTRICTIONS FOR

RECEIVED FOR RECORD

AT 125802

THE LAKES OF FRANKLIN MILLS

FEE 488.00

✓ RECITALS ✓

Forest Lakes Development Company, Ltd., is the owner of the lands described on herein ("the Property") which lands are subject to a general plan of development as approved by the City of Kent Planning Commission July 17, 2001 ("the Plan").

In accordance with the Plan, Forest Lakes Development Company, Ltd. desires to create upon the Property a planned residential community providing for single family homes and other types of single family dwelling units such as zero lot line properties, cluster homes, and condominiums; for commercial facilities; and for common amenities such as parks, waterways, ponds, fountains, open spaces, walking and biking trails, landscaping, lighting, and signage.

ARTICLE I

PURPOSE

1.1 This Declaration exists for the efficient preservation of values of Sublots and Living Units within the Property, the general welfare of the Owners, compliance with zoning and similar governmental regulations, promotion of the health, safety and welfare of all Owners and the preservation, beautification and maintenance of the Sublots and Living Units, and the operation, maintenance, repair and replacement of the Common Facilities, and aesthetic harmony.

1.2 Forest Lakes Development Company, Ltd. declares that the Property, and such additions thereto as may hereafter be made pursuant to this Declaration, is and shall be held, transferred, sold, conveyed, and occupied subject to the terms, covenants, restrictions, conditions, easements, charges and liens hereinafter set forth.

ARTICLE II

DEFINITIONS

2.1 As used in this Declaration the terms designated below shall have the following meanings:

Annual Assessment: The amount determined by the Board necessary to meet the Annual Expenses and Reserve for each Fiscal Year.

Annual Expenses: All expenses incurred in each Fiscal Year for the administration and operation of the Association and Board in accordance with this Declaration, the Articles, and Bylaws, including expenses related to the defense or enforcement of this Declaration and all expenses related to the ownership, operation, maintenance, repair and replacement of the Common Facilities, including, but not limited to, the cost of utilities, taxes and insurance.

Articles: The articles of incorporation for the Association to be filed with the Secretary of State of Ohio incorporating The Lakes of Franklin Mills Association as a corporation not for profit under the provisions of Chapter 1702 of the Ohio Revised Code, as amended.

Assessable Parcel: Each Sublot and Living Unit within the Property, except lands and vacant Sublots owned by the Developer or Successor Developer and the Commercial Parcel.

Association: The Lakes of Franklin Mills Association, a not for profit corporation whose only members shall be the Owners of Sublots and Living Units within the Property.

Board: Those persons who, as a group, serve as the Board of Trustees of the Association.

Bylaws: Means the bylaws of the Association, as amended.

Common Facilities: The Community Center within the Commercial Parcel, and all lands and/or facilities within the Property which are intended to be devoted to the common use, enjoyment or benefit of the Owners within the Property and which are not (i) within a Sublot or (ii) within a parcel subject to a Condominium Declaration which provides for their operation, maintenance and repair or (iii) within an area subject to a separate Home Owner's Association which provides for their operation, maintenance and repair, or (iv) publically dedicated improvements.

The Commercial Parcel: the lands designated in the Plan for commercial use and shown on the Plat as Block Number 3.

Community Center: A building or a portion thereof, now or hereafter existing within the Commercial Parcel, designated for the use and enjoyment of the Owners and the public. Developer currently owns the Commercial Parcel and has the right to construct a Community Center on the Commercial Parcel. If and when the Developer constructs the Community Center and notifies the Owners that is available for their use the Community Center shall then and thereby be part of the Common Facilities as defined in this Declaration without the necessity of any further amendment to this Declaration, the Plan or the Plat. The Developer may retain ownership of the Community Center or may transfer the same to the Association, but in any event the cost of owning, operating, repairing, replacing and maintaining the Community Center, including but not limited to, real estate taxes, utilities, insurance, floor, ceiling, and wall coverings, lighting, furniture and furnishings, HVAC systems, and plumbing fixtures shall be the responsibility of and paid by the Association to the Developer and shall be assessed by each Owner as part of the Annual Expense of the Association. Whether or not the Association places an Individual Assessment against an Owner for its proportionate share of the costs of maintaining the Community Center as part of the Annual Expense of the Association, such expenses shall constitute an Individual Assessment against each Assessable Parcel Owner's proportionate share of such expenses in the same manner as an Individual Assessment is proportioned among Assessable Parcels, and each Owner shall be obligated to pay Developer such amount.

Declaration: This instrument including the restrictions, covenants, easements, and conditions contained herein, as amended.

Developer: Forest Lakes Development Company, LTD, and its successors and assigns.

Fiscal Year: January 1, to December 31.

Improvements: All buildings, out buildings, storage sheds, and garages; over head, above ground, and underground installations, including but not limited to utility equipment, lines, pipes, wires, towers,

cables, conduits, poles, antennae, satellite dishes, flag poles, swimming pools, hot tubs, spas, and tennis courts; slope alterations including grading; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches; and all other structures of every type, temporary or permanent.

Individual Assessment: Each Assessable Parcel Owner's proportionate share of the Annual Assessment which is an amount equal to the total Annual Assessment divided by the total number of Assessable Parcels.

Living Units: Any residential dwelling with respect to which the Owner has an undivided interest in the underlying land, including, by way of example and not of limitation, free standing homes, zero lot line dwellings, Condominium Units, and Cluster Homes.

Owner: Every person or entity who is a record owner of a fee or undivided fee interest in any Sublot or Living Unit which is subject to this Declaration, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be an Owner.

Plat: The plat for The Lakes of Franklin Mills filed with the Recorder of Portage County, Ohio of which this Declaration is a part, as amended from time to time.

Property: The lands described in the Plat as part of The Lakes of Franklin Mills, as amended from time to time. The term "Property" specifically excludes lands dedicated by the Developer to public use. The term "Property" also excludes lands designated on the Plat as "Future Phases", unless and until such lands are incorporated into The Lakes of Franklin Mills by the Developer in accordance with this Declaration.

Reserve: An amount determined by the Board to be set aside each Fiscal Year for capital repairs and improvements to the Common Facilities and other contingencies.

Sublots: Individual lots within the Property dedicated to free standing single-family homes.

Successor Developer: Any person or party to whom Developer transfers its rights and obligations as Developer with respect to the Property.

Surplus: The amount by which the Annual Assessment exceeds the Annual Expenses in any Fiscal Year.

ARTICLE III

OWNERS COVENANTS AND AGREEMENTS

3.1 Each Owner within the Property hereby covenants and agrees, and by acceptance of a deed to a Sublot or Living Unit, and whether or not it is so expressed in such deed, is deemed to covenant and agree to pay the Association, the Individual Assessment, and Special Assessments and other charges allocable to said Owner and his Sublot or Living Unit in accordance with this Declaration.

3.2 Each Owner within the Property hereby covenants and agrees, and by acceptance of a deed to a Sublot or Living Unit, and whether or not it is so expressed in such deed, is deemed to covenant and agree to be bound by the terms and conditions of this Declaration and the rules, regulations, Articles and By laws of the Association.

ARTICLE IV

USE RESTRICTIONS

4.1 All Sublots and Living Units in the Property, except the Commercial Parcel, shall be used and occupied for single-family residential use. An Owner may maintain a personal or professional library, keep personal business or professional records and accounts, conduct personal business, and make or receive professional communications, provided such activities shall not interfere with the quiet enjoyment or comfort of others and provided further that such activities do not involve the personal services of the Owner. Notwithstanding the foregoing, Developer may maintain one or more Sublots or Living Units as sales models and/or as an office.

4.2 The keeping, raising, and harboring of cattle, swine, fowl, livestock, or other farm animals or insects, spiders, amphibians, reptiles or any other animals not normally kept as household pets is prohibited. The keeping of household pets is, subject to the following provisions and the rules and regulations of the Association, provided they are not kept, bred, or maintained for commercial purpose or

kept in a manner as to constitute a nuisance. No more than four (4) pets are permitted per household. Outside animal pens are not permitted. When any pet shall be outside, the Owner shall at all times have said pet under its control and discipline, and shall clean up after the pet. Without limiting the generality of the foregoing, the regulations promulgated from time to time by the Board may place limitations on the size and type of pets, may provide for the levying of fines against persons who do not clean up after their pets, and may subject the right to maintain a pet to termination if the Board, in its full and complete discretion, determines that the pet constitutes a nuisance or creates a detrimental effect on the Association or other Owners.

4.3 All garbage or trash containers shall be kept inside. The containers may be placed outside on the day prior to scheduled trash pick-up and shall be returned inside after the trash is picked up on the same day as the trash pick-up.

4.4 No spirits or fermented liquor shall be manufactured or sold either at wholesale or at retail on any Sublot or any Living Unit. This provision shall not apply to sales promotions conducted by the Developer or to the Commercial Parcel.

4.5 Site lighting which interferes with the comfort, privacy or general welfare of adjacent Owners is prohibited.

4.6 Owners shall keep vacant Sublots reasonably free of refuse, trash, and unsightly objects and shall keep the vegetation on said sublot mowed to height not greater than twelve (12) inches. Owners of Sublots with Improvements shall keep such Sublots reasonably free of weeds, underbrush, refuse, trash, and unsightly objects, and shall keep the landscaping neat and trimmed and the lawn mowed to height not more than six (6) inches.

4.7 No satellite TV dishes, (except mini dish satellites of an area of four feet square or less), radio towers, antennas, overhead wires (except TV. Antennas attached to a structure and not extending further than four feet above the roof) are permitted.

4.8 No outdoor clothes drying is permitted.

4.9 No Owner shall cause or permit any noxious or offensive activity to be carried on within the Property, which may be or become an annoyance or nuisance to others.

4.10 No Improvement shall be used for any purpose other than that for which it was originally designed and approved by the Architectural Committee;

4.11 No Sublot shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise;

4.12 No facilities, including poles and wires for the transmission of electricity, cable TV, internet services, telephone messages and the like shall be placed or maintained above the surface of the ground;


4.13 No sign or other advertising device of any nature shall be placed upon any lands within the Property except:

- a. A sign advertising Living Unit or Sublot for sale, not in excess of 8 square feet,
- b. Signs placed by the Developer or Successor Developer promoting the development and providing information to owners and prospective purchasers.
- c. Informational signs for identification of streets and areas within the Property.
- d. Political signs prior to elections as permitted by law which shall be removed within three (3) days after the election.
- e. Informational signs such as notices of security systems which shall be within two (2) feet of the building.

4.14 No boats, canoes, or floating devices of any sort are permitted on any pond, lake or waterway within the Property.

4.15 No docks, whether floating or attached to the land, are permitted in any ponds, lakes, or waterways within the Property.

4.16 No swimming, or wading is permitted in any pond, lake or waterway located within the Property.



4.17 Fishing within the Property shall be subject to the rules and regulations of the Board. Without limiting the generality of the foregoing, the Board may, in its full and complete discretion, refuse to permit any fishing at all, or may place such restrictions on the privilege of fishing within the Property as it deems appropriate.

4.18 Below ground swimming pools are permitted within the Property, including the Commercial Parcel, except no pools are permitted on Sublots 58 through 66 due to the proximity to wetlands and the instability of the sites. All in ground pools must be directly behind the house (meaning that no part of the pool or any structure around or used in conjunction with the pool, including pumps, may extend beyond the outside corners of the back wall of the building) and the farthest point of the pool and any structure around the pool or used in conjunction with the pool, including pumps, walkways, patios, gazebos, and fences must not be more than twenty five (25) feet from the back wall of the house. No above ground pools are permitted, except temporary children's pools no more than two (2) feet deep and eight (8) feet in diameter located directly behind the house (within an area not visible from anywhere in the front yard of the house) and no more than fifteen (15) feet from the back wall of the house.

4.19 Portable hot tubs and spas are permitted provided they are directly behind the house and not visible from anywhere in the front yard of the house and the farthest point of the tub, spa, and any enclosure is no more than fifteen (15) feet from the back wall of the house. The design of the tub, spa and any enclosure or screening (including plantings) is subject to the approval of the Architectural Committee and subject to the rules and regulations of the Association.

4.20 No unattached garages, sheds, or out building of any nature whatsoever permitted on any Sublots which abut any body of water within the Property. On all other Sublots one story sheds are permitted provided they are the same or similar color as the house, no larger than ten (10) feet by twelve (12) feet, located directly behind the house (within an area not visible from anywhere in the front yard of the house), and are either attached to the back of the house or the wall of the shed nearest the house is no more than two (2) feet from the back wall of the house.

4.21 No commercial vehicles or trailers (those with commercial plates) and no non operating vehicles may be parked or stored outside anywhere within the Property. A non operating vehicle is one that is mechanically unfit to drive on a public street or would violate a law if driven on a public street. Non commercial trailers, campers, boats, motor homes and other similar such recreational equipment may be temporarily located outside on the Property. Temporarily means for no more than seventy two (72) consecutive hours in any seven (7) consecutive day period. No bulk lumber, bulk materials, or refuse may be located on any Property. This provision does not apply to commercial machinery, equipment, vehicles, and trailers used during construction of Improvements within the Property.

4.22 All Living Units shall be owner occupied. The rental of Living Units is prohibited.

4.23 The installation, modification, (including the painting or staining) of any Improvement is prohibited unless or until approved by the Architectural Committee.

4.24 The Commercial Parcel is designated for commercial purposes which may be used for any purpose consistent with its zoning as amended from time to time which purposes currently include by way of example and not of limitation, the Community Center, businesses engaged in the preparation and processing of food and drink on the premises such as bakeries, meat markets, delicatessens, pizza shops; businesses engaged in the sale of art, stationary, photo supplies, notions, books, music, floral, gifts, pharmaceuticals, drug stores and interior decorating supplies including paint and wallpaper; general and professional offices such as architects, engineers, attorneys, accountants, realtors, financial planners, insurance agents, doctors, dentists, social and charitable organizations; businesses providing personal services such as barber and beauty shops, tailors, dressmakers, shoe repair and drycleaners; restaurants; and child and daycare facilities; computer sales, service and repair; video stores (R rated and under only); drycleaners (drop off sight only).

4.25 The Owners of any lands within the Property which border any body of water owned by the City shall be responsible for and shall maintain their land up to the water's edge, notwithstanding the actual boundary line.

ARTICLE V
COMMON FACILITIES

5.1 Subject to the provisions of Section 5.3 of this Article every owner shall have a right and easement of enjoyment in and to the Common Facilities regardless of whether title to said Common Facilities has been conveyed to the Association and such easement shall be appurtenant to and shall pass with the title to every Sublot and Living Unit.

5.2 Developer may retain legal title to the Common Facilities until such time it has completed improvements thereon and until such time as, in the opinion of Developer, the Association is able to maintain the same. The foregoing requirement to transfer the Common Facilities excludes the Community Center. The Developer may retain ownership of the Community Center and has no obligation to ever transfer it to the Association.

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

- a. The right of the Association, as provided in its Articles, Bylaws, Rules and Regulations and in this Declaration to suspend the enjoyment rights of any Owner during any period during which any assessment remains unpaid or for any period during which any infraction of its published rules and regulations continues, it being understood that any suspension for either nonpayment of any assessment or a breach of the rules or regulations of the Association shall not constitute a waiver or discharge of an Owner's obligation to pay the assessment; and
- b. The right of the Association or the Developer to dedicate or transfer all or any part of the Common Facilities to any municipal, county, state, federal or other public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Developer or Association; and
- c. The right of the Association in accordance within its Articles and Bylaws, to borrow money for the purposes of improving the Common Facilities and to mortgage said facilities; and

- d. The right of the Association to take such steps as it deems reasonably necessary to protect the Common Facilities for the health, safety, or welfare of the Owners, including the right to suspend or restrict the use of the Common Facilities, and to charge a fee for the use of the Common Facilities.
- e. The right to grant utility easements benefiting the Property or any Sublot, Living Unit or Common Facility within the Property.
- f. The right of the Developer to establish rules and regulations for the use of the Community Center, including the right to charge a fee for the use of the Community Center and to suspend or restrict the use of the Community Center.

ARTICLE VI

HOMEOWNER'S ASSOCIATION

6.1 Developer shall form the Association by filing the Articles with the Secretary of the State of Ohio and shall also prepare and adopt a set of Bylaws for the Association. The original Board of Trustees of The Association shall be the three Trustees named in the Articles. Until the Developer surrenders control of the Board as provided herein, all Board of Trustees members shall be selected by the Developer. Otherwise, the internal operations of The Association shall be in conformity of the Articles and Bylaws. The Developer may surrender control of the Board to The Association at any time, but shall do so once 172 living units have been sold.

6.2 The Association exists to administer, enforce, and defend this Declaration, the Articles and Bylaws of the Association, and the rules and regulations adopted by the Association, and to operate and manage the Common Facilities and to assess and collect funds thereafter. Except for the powers expressly preserved to the Members, and in the Articles and Bylaws the Board shall exercise and discharge all duties vested in the Association. By written contract the Board may delegate any or all portion of its authority to one or more managers and pay a reasonable compensation to such managing agents. The Developer, or any

other entity designated by the Developer may be employed as a managing agent.

6.3 Each Owner shall automatically upon acquisition of title to a Sublot or Living Unit be a member of the Association and be entitled to all of the privileges and rights and shall be bound by all of the obligations, regulations and covenants and restrictions set forth in this Declaration, the Articles, Bylaws, rules and rules and regulations of the Association, as amended. Membership in the Association shall be appurtenant to and may not be separated from Sublot or Living Unit ownership. Membership in the Association shall immediately terminate when an Owner ceases to own a Sublot or Living Unit. Each Sublot and Living Unit shall have one vote, which may be exercised as provided in the Association's Articles and Bylaws.

ARTICLE VII

BUDGET

7.1 On or before December 1 of each Fiscal Year the Board shall estimate the Annual Assessment for the ensuing Fiscal Year, which shall include a reasonable amount for the Reserve. On or before December 15 the Board shall notify each Owner in writing as to the amount of the Annual Assessment, with a reasonable itemization thereof, as well as the amount of the Owner's Individual Assessment and the method in which the Individual Assessment is to be paid, e.g. periodically or in a lump sum. If the Annual Assessment proves to be inadequate for any reason, the Board shall prepare an estimate of the additional cash requirements then necessary for the balance of the Fiscal Year and assess such additional amount to each Assessable Parcel Owner. The Board shall serve notice of such further assessment on each Owner by a statement in writing giving the amount and the reasons therefore and the manner in which the additional amount is to be paid. All Assessable Parcel Owners shall be obligated to pay the additional amount as and when required by the Board. If an Assessable Parcel is part of a separate association within the Development, such as a Homeowner's or Condominium Association, the Board may bill such association for its members' share of the Annual Assessment in which case such association shall

pay the amount of its members' share of the Annual Assessment and collect the amount from its members as part of its budget. Such a procedure, if adopted, is for ease of administration only, and does not otherwise affect any right or remedy of the Association or the obligations of each Assessable Parcel owner under the terms of this Declaration.

7.2 Not later than the date of the annual meeting of Owners, the Board shall supply all Owners with an itemized accounting of the Annual Expenses for the preceding Fiscal Year together with a tabulation of the amounts collected, any delinquencies, the amount of any Surplus and the amount of the Reserve. If a Surplus exists, excluding the Reserve, such amount shall be credited to the Assessable Parcel Owner's Individual Assessments until the Surplus is exhausted.

Extraordinary Annual Expenses not included in the Annual Estimate which may be necessary in any given Fiscal Year shall be charged first against the Reserve before any additional assessment is made against Owners. Otherwise, the Reserve shall be used only for capital repairs or improvements within the Common Facilities. In the event that the amount necessary for capital improvements or replacements in any Fiscal Year exceeds the amount accumulated in the Reserve, the Board shall assess the amount necessary to make up the shortage to each Assessable Parcel and shall establish a method for the payment of such amount and shall notify each Owner of the assessment and the method of payment. All Assessable Parcel Owners shall be obligated to pay their share of the assessment in accordance with the payment Plan.

7.3 The failure or delay of the Board to prepare or serve the Annual Assessment shall not constitute a waiver or release in any manner of an Assessable Parcel Owner's obligation to pay the Individual Assessment, including the Reserve, whenever the same shall be determined and in the absence of any Annual Assessment each Assessable Parcel Owner shall continue to pay the Individual Assessment, including the Reserve, at the existing monthly rate established for the previous period.

7.4 The Board may levy a Special Assessment against an Owner to reimburse the Association for costs incurred by the Association chargeable to the particular Owner or Sublot or Living Unit in accordance with this Declaration, or the Bylaws, rules or regulations of the Association. Any such Special

Assessment shall become due and payable on such date as the Board determines and gives notice to the Owner.

7.5 If any assessment, including any Individual Assessment, any Reserve, Special Assessment, or other amount properly chargeable to an Owner or a Sublot or Living Unit in accordance with this Declaration, the Articles, or Bylaws, is not paid within ten days after the same has become due the Board at its option without demand or notice may (i) declare the entire unpaid balance of said amount immediately due and payable in full, and (ii) charge interest on the entire unpaid balance (or an overdue installment loan if it hasn't exercised its option to declare the entire unpaid balance due and payable) at the highest rate of interest then permitted by law, or at such lower rate as the Board may from time to time determine; and (iii) exercise and pursue any right or remedy available to the Association set forth herein, or at law or in equity, to collect or enforce the assessment or amount otherwise due. All rights and remedies available to the Association are cumulative and may be exercised consecutively or concurrently in any order the Board in its sole discretion determines and as often as the occasion therefor arises.

7.6 In addition to any other right or remedy which may be available to the Association, the Association shall have a lien upon a Sublot or Living Unit for the payment of any Individual Assessment, Special Assessment, or other amount properly chargeable to such Sublot or Living Unit, or the Owner thereof which remains unpaid for a period of ten days after the same has become due and payable from the time a certificate therefore is subscribed by the Association and filed with the Recorder of Portage County, Ohio, pursuant to authorization given to the Association by the Board. Such certificate shall contain a description of the Sublot or Living Unit, the name of the Owner, and the amount of due and shall be signed by the President of the Association. Such lien shall remain valid for a period of five years from the time of filing thereof, unless sooner released or satisfied. Such lien may be renewed for additional five-year periods by filing a certificate in the manner prescribed herein prior to the expiration of the previous certificate. Said certificate shall constitute a lien to secure any unpaid Individual Assessments, Special Assessments and other charges allocable to the Sublot or Living Unit together with Individual and Special Assessments and

other charges allocable to such Sublot or Living Unit which accrue thereafter until the lien is released. Such lien shall have priority over all other liens or encumbrances subsequently arising or created, except liens for real estate taxes and assessments and the liens of bona fide purchase money first mortgages. In addition, the Owner shall be personally liable for the payment of all amounts properly chargeable against said Owner or said Owner's Sublot or Living Unit during the period of ownership.

ARTICLE VIII

ARCHITECTURAL CONTROL

8.1 No Improvement shall be commenced, erected or placed within the Property, including any individual Sublot, nor shall any exterior addition to, or change or alteration of, any existing Improvement (including but not limited to painting, staining, and residing) be made until the plans and specifications showing the nature, kind, shape, height, colors, materials, and location of the same shall have been submitted to and approved in writing as being in conformity with the Plan, this Declaration and in harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee. Initially, the Architectural Committee shall consist of 3 persons selected by the Developer, one of whom may be the Developer. Developer may, but is not obligated to, transfer architectural control to the Board. If and when Architectural control is transferred to the Board, the Board shall appoint three (3) members of the Architectural Committee, one or all of whom may be Board Members. Except as hereinafter provided, the affirmative vote of the majority of the membership of the Architectural Committee shall be required in order to adopt or promulgate any rule or regulation or to make any findings, determinations, ruling or order, or to issue any permit, authorization or approval pursuant to the directives or authorizations contained herein. The decisions of a majority of the members of the Architectural Committee with respect to matters coming before it shall be final and binding. If the Architectural Committee fails to approve or disapprove any proposed Improvement within thirty (30) days after the plans and specifications have been submitted, approval will be deemed to have been given with respect to the plans and specifications submitted.

8.2 All plans and specifications submitted to the Architectural Committee shall be in such form and contain such information as shall be required by the Architectural Committee and the Architectural Committee may assess a fee to cover the overhead and administrative costs associated with the operation of the Architectural Committee.

8.3 The Architectural Committee shall have the right to disapprove any plans and specifications submitted to it because of any of the following:

- a. The failure of the proposed Improvement or plans and specifications therefore to comply with this Declaration;
- b. The failure to include information in such plans and specifications as may be reasonably requested;
- c. Objection to the design, size, appearance, color, or materials of any proposed Improvement;
- d. Incompatibility of any proposed Improvement or use with existing structures or uses upon other Sublots or lands within the vicinity of the proposed Improvement;
- e. Objection to the location of any proposed Improvement with reference to any other Sublots or lands in the vicinity;
- f. Objection to the grading plan for any lands;
- g. Objections to the finish, proportions, style of architecture, height, bulk or appropriateness of any proposed Improvement.

8.4 In any case where the Architectural Committee shall disapprove any plans and specifications, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which the action was based. In any such case, the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval, and the Architectural Committee shall encourage the use of professional assistance in arriving at an acceptable

proposal.

8.5 Upon approval by the Architectural Committee of any plans and specifications submitted to it, a copy of such plans and specifications may be required to be deposited for permanent record with the Architectural Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

8.6 The Architectural Committee may promulgate rules governing the form and content of plans, may from time to time amend and modify such rules, and may issue statements of policy with respect to approval or disapproval of architectural styles or details, or other matters, which may be presented for approval.

8.7 If any Improvement shall be altered, erected, or placed or maintained within the Property otherwise than in accordance with plans and specifications approved by the Architectural Committee, such alterations, erections, maintenance or use shall be deemed to be undertaken in violation of this article and without the approval required herein and, upon written notice from the Architectural Committee, any such Improvements so altered, erected, placed or maintained in violation hereof shall be removed and realtered and such use shall be terminated, so as to extinguish such violation.

8.8 If thirty days after notice of such violation the Owner of the lands upon which the violation exists has not removed or termination the same, the Association shall have the right, through its agents and employees to enter upon such lands and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be assessed to the Owner. The Owner shall pay such amount within 10 days after being invoiced. The amount assessed to the Owner is a binding, personal obligation of such Owner and a lien may be filed against the Sublot or Living Unit as provided in this Declaration.

8.9 Any agent of the Association or the Architectural Committee may, upon notice to the Owner, at reasonable times enter upon and inspect any Sublot, Living Unit, or other lands or Improvements thereon for the purpose of ascertaining whether the maintenance, construction, or alteration of the Improvements thereon are in compliance with the provisions hereof, and neither the Association or the

Architectural Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE IX

ADDITIONS TO THE PROPERTY

9.1 The Developer, its successors and assigns, shall have the right, without consent of the Owners or the Association, to bring additional properties within the scheme and operation of this Declaration. The additional properties may be, but are not required to be, the lands described in the Plan or the Plat as Future Phases and properties not a part of the Plan may be added in accordance with this provision.

The additions authorized under this Article shall be made by filing of record a Deed and/or an amended Plat with respect to the additional property which will extend the scheme of this Declaration to such additional lands.

Such Deed and/or amended Plat may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added lands. In no event, however, shall such Deed or amended Plat revoke, modify or add to the covenants and restrictions established by this Declaration as they may effect the lands then subject to this Declaration.

9.2 Upon a merger or consolidation of the Association with any other Association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated Association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. No merger or consolidation, however, shall affect any revocation, change, or addition to the Covenants established by this Declaration as to the Property subject to this Declaration.

ARTICLE X

GENERAL PLAN OF DEVELOPMENT

10.1 The Developer and its successors and assigns are not bound to adhere to the Plan in any

subsequent development of the land shown thereon, and the representations of salesman, agents, employees of Developer or Developer's successors shall not in any way require Developer or its successors to adhere to the Plan in any subsequent development. It shall also be understood that the Developer shall be free to develop such portions or sections of the lands depicted in the Plan, as, in the reasonable exercise of its discretion, it deems in the best interest of the entire development, without regard to the relative location of such portions or sections within the overall Plan; that it shall not be required to follow any predetermined sequence or order of development; and that it may bring within the scheme of this Declaration, additional lands, and develop the same before completing the development of the existing property.

ARTICLE XI

EASEMENTS AND RIGHTS RESERVED FOR THE DEVELOPER

Easements and rights of way are expressly reserved to the Developer, its successors and assigns in, on, over, and under the Property and Sublots for the purpose of erection, installation, construction, and maintenance of poles, wires, lines, and conduits and the necessary or proper attachments and connections for the transmission of electricity, telephone, cable television, and other utilities or other similar facilities and storm water drains, land drains, public and private sewers, pipelines supplying gas, water, and heat, and for other public or quazipublic utility facilities, services, or functions whether above ground or under ground and for slope control purposes including the right to grade and plan slopes and prevent the doing of any activity which might create erosion or sliding problems or change or obstruct or retard drainage flow.

ARTICLE XII

ENFORCEMENT

12.1 Developer, the Board, and any Owner shall have the right to enforce this Declaration, the Bylaws, and the rules and regulations adopted by the Association, at law or in equity, against any party or parties violating or attempting to violate the same. The right of enforcement shall include the right to recover damages and/or seek injunctive relief to prevent a violation. Any act or omission which violates any provision of this Declaration, the Bylaws, or the rules and regulations of the Association is declared to

be a nuisance.

12.2 Developer, the Board and the Association, and their respective agents, shall have the right to enter on any Sublot or Living Unit at any reasonable time to inspect for violations. An Owner violating this Declaration, the Bylaws, or the rules and regulations of the Association shall be given 15 days written notice to cause the structure, thing, or condition constituting the violation to be removed. If the violation is not removed within said 15 day period or after having been removed reappears or reoccurs, Developer, Board, the Association and any Owner shall have the right to abate and remove the violation, move any structure, thing, or condition causing the violation at the expense of the violating Owner, without any liability to such Owner for trespass or any other claim resulting from such entry, and action taken.

12.3 No delay or failure on the part of any aggrieved party to pursue any available right with respect to a violation of any provision of this Declaration shall be held to be a waiver by that party of or an estoppel of that party to assert any right available to the party upon a re-occurrence or continuation of the violation or the occurrence of any different violation.

ARTICLE XIII

EXPENSES AND LEGAL FEES

13.1 All costs and expenses, including reasonable attorneys fees, incurred by the Developer, Association, the Board, and/or any Owner with respect to remedying or preventing a violation of, or enforcing any provision of, this Declaration, the Bylaws, or the rules and regulations of the Association shall be paid by the Owner(s) violating the same. All such costs and expenses, including reasonable attorneys fees, incurred by the Board or the Association shall be deemed to be a Special Assessment against the violating Owner. In any judicial proceeding, the amount of such fees, costs, and expenses shall be added to and made part of any judgment.

ARTICLE XIV

INDEMNIFICATION

14.1 The Association shall indemnify any person (including Developer) who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (excluding actions by or in the right of the Association) and whether formal or informal, by reason of the fact that the person is or was a member of the Board, an officer of the Association, or a member of the Architectural Committee against expenses (including legal fees), judgments, settlements, penalties and fines actually or reasonably incurred in accordance with such action, suit or proceeding, if the person acted in good faith and in a manner reasonably believed by the person to have been in the best interest of the Association, and with respect to any criminal action or proceeding, the person had no reasonable cause to believe such conduct was unlawful. To the extent that a person who is to receive the benefit of the indemnification granted herein has been successful in the defense of any action, suit or proceeding referred to above on the merits or otherwise, or in the defense of any claim, issue or other matter therein, the Association shall indemnify such person against expenses (including legal fees) actually and reasonably incurred by the person. Any other indemnification shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the person is permissible in the circumstances because the person has met the applicable standard of conduct. Such determination may be made by either: (a) a vote of the Board members who are not at the time parties to such action, suit or proceeding; or (b) a written opinion by independent legal counsel.

14.2 The indemnification provided by this article is not exclusive of any other rights to which a person seeking indemnification may be entitled. The right of any person to indemnification under this article shall vest at the time of occurrence or performance of any event, act or omission giving rise to any action, suit or proceeding and, once vested, shall not later be impaired as a result of any amendment, repeal, alteration or other modification of any or all of these provisions.

ARTICLE XV

GENERAL PROVISIONS

15.1 In the event any provision of this Declaration is determined to be illegal, invalid, or unenforceable, such invalidity, illegality, or unenforceability shall not effect the remaining terms and conditions of this Declaration all of which shall remain in full force and effect. Furthermore, it is the intent of the parties that the provision determined to be illegal, invalid, or unenforceable shall, if possible, not be avoided but to the extent permitted by law shall be deemed modified to the extent necessary to make such provision valid and enforceable while preserving to the greatest extent possible the legal, economic, and practical affect of such provision as originally written.

15.2 The covenants and restrictions of this Declaration shall run with the Property and bind each Sublot, Living Unit and Owner, and shall inure to the benefit of and be enforceable by Developer, the Association, or any Owner and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

15.3 So long as the Developer owns any of the Property, this Declaration may be amended only with the written consent of the Developer and an instrument signed by not less than eighty percent (80%) of the Owners. If the Developer does not own any of the Property, this Declaration may be amended by an instrument signed by not less than eighty percent (80%) of the Owners. Notwithstanding the foregoing, no amendment to Article IX entitled, " Additions To The Property ", and no amendment which has the effect of modifying or terminating the Community Center as a part of the Common Facilities or modifying, terminating, or otherwise affecting the Association's or any Owner's obligation to pay the Developer the costs and expenses of owning, operating, repairing, replacing and maintaining of the Community Center as provided in this Declaration shall be effective, unless the Developer consents thereto in writing.

15.4 The Articles and Bylaws, as amended from time to time, are incorporated herein by reference as if fully rewritten herein.

15.5 No Owner may exempt himself from the obligations contained in this Declaration, including the obligations to pay Individual Assessments, Special Assessments, and other charges authorized by this Declaration, by waiver of the use or enjoyment of any of the Common Facilities or by the abandonment of a Sublot or Living Unit. No Owner shall be exempt from the obligation contained in this Declaration, including the obligations to pay Individual Assessments, Special Assessments or other charges authorized by this Declaration because of such Owner's use and enjoyment of the Common Facilities, including the Community Center, is restricted, suspended, or denied in accordance with any rules or regulations duly adopted by the Association and the Developer.

This instrument prepared by:
David E. Williams, Attorney
Eleven South River Street
P.O. Box 308
Kent, Ohio 44240
330-873-3444
Helmann Robert10057012Declarations