



54326154
Page: 1 of 40
08/06/1999 01:45P
EA 166.00

JAMES B MCCARTHY SUMMIT CO AUDITOR

McCarthy

**DECLARATION
OF
COVENANTS, EASEMENTS AND RESTRICTIONS
FOR
ASHFORD GLEN SUBDIVISION
SAGAMORE HILLS, OHIO**



1010 Leader Building
526 Superior Avenue East
Cleveland, Ohio 44114-1401
216-589-8399 800-442-8399 Fax 216-589-4826
www.suretytitle.com e-mail: info@suretytitle.com

This Instrument Prepared by:

Thomas C. Simiele
Attorney at Law
1540 Greenleaf Circle
Cleveland, Ohio 44145

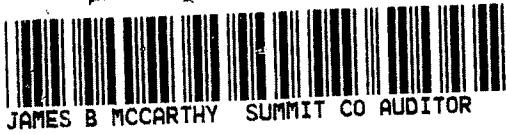
Surety Title Agency, Inc.
ORDER NO. ST 22834
PROPERTY NO. (RML)

July 1, 1999

TRANSFER NOT NECESSARY

8-6-99

James B. McCarthy County Auditor



INDEX

| | |
|---|--------|
| SECTION 1: DEFINITIONS AND EXHIBITS | 6 |
| 1.1 Definitions | 6 |
| 1.1.1 Architectural Review Committee | 6 |
| 1.1.2 Articles | 6 |
| 1.1.3 Assessments | 6 |
| 1.1.4 Association | 6 |
| 1.1.5 Board of Trustees | 6 |
| 1.1.6 Bylaws | 6 |
| 1.1.7 Common Areas and Facilities | 6 |
| 1.1.8 Common Expenses | 7 |
| 1.1.9 Declarant | 7 |
| 1.1.10 Declaration | 7 |
| 1.1.11 Developer | 7 |
| 1.1.12 Documents | 7 |
| 1.1.13 Improvements | 7 |
| 1.1.14 Member | 7 |
| 1.1.15 Owner | 7 |
| 1.1.16 Plat | 7 |
| 1.1.17 Recreational Area and Facilities | 8 |
| 1.1.18 Residence | 8 |
| 1.1.19 Rules and Regulations | 8 |
| 1.1.20 Subdivision | 8 |
| 1.1.21 Sublot | 8 |
| 1.1.22 Supplementary Declaration | 8 |
| 1.1.23 User | 8 |
| 1.2 Exhibits | 8 |
| 1.2.1 Exhibit A Legal Description | 8 |
| 1.2.2 Exhibit B Preliminary Plat | 9 |
| 1.2.3 Exhibit C Architectural Review Committee Design Guidelines | 9 |
| SECTION 2: SUBJECT PROPERTY | 9 |
| 2.1 Sublots | 9 |
| 2.2 Common Areas | 9 |
| 2.3 Future Conveyances | 9 |
| SECTION 3: EASEMENTS | 9 |
| 3.1 Access to Common Areas | 9 |
| 3.2 Use of the RAN with its Common Facilities | 9 |
| 3.3 Access by Developer | 10 |
| SECTION 4: ARCHITECTURAL REVIEW COMMITTEE | 10 |
| 4.1 Structure | 10 |
| 4.2 Purpose | 10 |
| 4.3 Authority to Act | 10 |
| 4.4 Submission of Plans and Specifications | 10 |
| 4.5 Review and Decision | 10 |
| 4.6 Grounds for Disapproval | 11 |



- 4.6.1 Noncompliance with Declaration 11
- 4.6.2 Insufficient Information 11
- 4.6.3 Incompatibility of Design 11
- 4.6.4 Incompatibility of Use 12
- 4.6.5 Improper Location 12
- 4.6.6 Improper Grading 12
- 4.6.7 Other Reasons 12
- 4.7 Appeal 12
- 4.8 Hardship 12
- 4.9 Violations and Remedies 13
 - 4.9.1 Abate Violation 13
 - 4.9.2 Seek Injunction 13
 - 4.9.3 Seek Reimbursement 13
 - 4.9.4 Treat as Assessment 13
- 4.10 Costs and Expenses 13

SECTION 5: IMPROVEMENTS 14

- 5.1 Prior Approval of Plans and Specifications Required 14
- 5.2 Building and Use Restrictions 14
 - 5.2.1 Use 14
 - 5.2.2 Residence Location 14
 - 5.2.3 Residence Size Requirements 14
 - 5.2.4 Driveway 15
 - 5.2.5 Roofing Materials 15
 - 5.2.6 Gutters and Downspouts 15
 - 5.2.7 Chimney 15
 - 5.2.8 Siding 15
 - 5.2.9 Foundation Materials 15
 - 5.2.10 Foundation Plantings 15
 - 5.2.11 Unsightly Growth of Objects 15
 - 5.2.12 Landscaping 16
 - 5.2.13 Lawns 16
 - 5.2.14 Pools 16
 - 5.2.15 Storage of Waste Material 16
 - 5.2.16 Utilities 16
 - 5.2.17 Fences 16
 - 5.2.18 Mailboxes 16
 - 5.2.19 Streetlights 16
 - 5.2.20 Signs 17
 - 5.2.21 Pets, Livestock, Etc. 17
 - 5.2.22 Radio Towers 17
 - 5.2.23 Clothes Drying 17
 - 5.2.24 Accessory Buildings 17
 - 5.2.25 Gardens 17
 - 5.2.26 Maintenance and Repair 17
 - 5.2.27 Construction Debris 18
 - 5.2.28 Vehicles 18
 - 5.2.29 Nuisance 18
 - 5.2.30 Division of a Sublot 18
 - 5.2.31 Construction Bond Required 18

04340134
Page: 4 of 40
08/06/1999 01:45P
EA 166.00

JAMES B MCCARTHY SUMMIT CO AUDITOR



| | | |
|--------|---------------|----|
| 5.2.32 | Water Pumping | 18 |
| 5.2.33 | Construction | 18 |

SECTION 6: ASSOCIATION 18

| | | |
|-------|---------------------------|----|
| 6.1 | Formation and Purpose | 19 |
| 6.2 | Association Documents | 19 |
| 6.3 | Membership in Association | 19 |
| 6.4 | Board of Trustees | 19 |
| 6.4.1 | Borrow | 19 |
| 6.4.2 | Levy Assessments | 19 |
| 6.4.3 | Powers | 19 |
| 6.4.4 | Charge Fees | 20 |
| 6.4.5 | Restrict Use | 20 |
| 6.4.6 | Convey Property | 20 |
| 6.4.7 | Grant Easements | 20 |
| 6.4.8 | Other Powers | 20 |
| 6.5 | Voting | 20 |

SECTION 7: ASSESSMENTS 21

| | | |
|---------|--|----|
| 7.1 | Insurance | 21 |
| 7.2 | Maintenance | 21 |
| 7.2.1 | The RAN with its Common Facilities | 21 |
| 7.2.1.1 | Obligation to Maintain: | 21 |
| 7.2.1.2 | Performance of Obligation | 21 |
| 7.3 | Taxes | 21 |
| 7.4 | Utilities | 21 |
| 7.5 | Assessments of Costs | 21 |
| 7.6 | Lakes and Ponds, Wetlands, Woods, Trails and Streams | 22 |
| 7.7 | Payment of Assessments | 22 |
| 7.7.1 | Sublot owner's Obligation | 22 |
| 7.7.2 | Notification of Assessment Amount | 22 |
| 7.7.3 | Default and Remedies | 23 |
| 7.7.4 | Lien | 23 |

SECTION 8: RIGHTS TO REPURCHASE 24

| | | |
|-----|--------------------------|----|
| 8.1 | Construction Time Limits | 24 |
|-----|--------------------------|----|

SECTION 9: RECREATIONAL AREA, NATURE PRESERVE and COMMON LAND (RAN) 24

| | | |
|-----|------------------------------------|----|
| 9.1 | Transfer of the RAN to Association | 24 |
| 9.2 | Maintenance of the RAN | 24 |
| 9.3 | Obligation to Maintain | 24 |
| 9.4 | Performance of Obligation | 24 |
| 9.5 | Assessment of Costs | 24 |

SECTION 10: GENERAL PROVISIONS 25

| | | |
|------|---------------------|----|
| 10.1 | Rights of Declarant | 25 |
| 10.2 | Amendment | 25 |
| 10.3 | Enforcement | 26 |
| 10.4 | Binding Effect | 26 |

| | | |
|-------|--|----|
| 10.5 | Non-liability of Declarant | 26 |
| 10.6 | Reservation of Mineral, Oil and Gas Rights | 27 |
| 10.7 | Governing Law and Severability | 27 |
| 10.8 | Construction of Terms | 27 |
| 10.9 | Covenants Running with the Land | 27 |
| 10.10 | Validity of Mortgages | 27 |
| 10.11 | Injunctive Relief | 27 |
| 10.12 | Assignability | 27 |

| | | |
|------------------|--|----|
| DECLARANT | | 28 |
|------------------|--|----|

| | | |
|------------------|--------------------------|----|
| EXHIBIT A | Legal Description | 29 |
|------------------|--------------------------|----|

| | | |
|------------------|-------------------------|----|
| EXHIBIT B | Preliminary Plat | 30 |
|------------------|-------------------------|----|

| | | |
|------------------|--|----|
| EXHIBIT C | Ashford Glen Architectural Review Committee | 31 |
|------------------|--|----|

| | | |
|---------------------------------------|--|----|
| ASHFORD GLEN DESIGN GUIDELINES | | 32 |
|---------------------------------------|--|----|

| | | |
|--|--|----|
| Summary | | 32 |
| Minimum Planning and Massing Standards | | 32 |
| Exterior Elevations | | 33 |
| Exterior Materials | | 33 |
| Fences | | 33 |
| Landscaping | | 34 |
| Accessory Structures | | 34 |
| Construction Requirements | | 34 |

| | | |
|--------------------------------------|--|----|
| ASHFORD GLEN APPROVAL PROCESS | | 35 |
|--------------------------------------|--|----|

| | | |
|---------------------------------|------------------|----|
| Preliminary Design Review | | 35 |
| Final Design Review | | 36 |
| Appropriate Building Department | | 37 |
| Design Document Changes | | 37 |
| Design Documents | | 37 |
| Site Plan: | Scale 1'' = 20' | 37 |
| Floor Plans: | Scale 1/4'' = 1' | 37 |
| Exterior Elevations: | Scale 1/4'' = 1' | 38 |
| Building Section: | Scale 3/4'' = 1' | 38 |

| | | |
|--------------------------------------|--|----|
| ASHFORD GLEN COMMITTEE POLICY | | 38 |
|--------------------------------------|--|----|

| | | |
|--|--|----|
| Design Review Committee Responsibilities | | 38 |
| Applicant's Responsibilities | | 39 |
| Design Review Approval | | 39 |
| Variances | | 39 |
| Appeal | | 39 |
| Written Approvals Oral Statements | | 40 |
| Additions Remolding Improvements | | 40 |
| Construction Changes | | 40 |
| Construction Inspections | | 40 |
| Enforcement | | 40 |

54326154
Page: 5 of 40
08/06/1999 01:45P
EA 166.00
JAMES B MCCARTHY SUMMIT CO AUDITOR

SECTION 1: DEFINITIONS AND EXHIBITS

1.1 Definitions:

The following terms, wherever used in this Declaration, shall be deemed to have the meaning as set forth immediately following each term below:

1.1.1 Architectural Review Committee:

The term "Architectural Review Committee" shall be deemed to mean the committee established and empowered pursuant to Section 4 of this Declaration for the purpose of approving the plans and specifications for any Improvements to be made to the Subdivision.

1.1.2 Articles:

The term "Articles" shall be deemed to mean the Articles of Incorporation of the Association as recorded in the office of the Secretary of State of Ohio, together with any and all amendments thereto which may from time to time be similarly recorded.

1.1.3 Assessments:

The term "Assessments" shall be deemed to mean all Insurance Charges, Maintenance Charges, Recreational Charges, Taxes, and Utility Charges, together with any and all other charges, costs, expenses, fees, fines, levies and penalties to be paid to the Association by the Owners in accordance with the terms and conditions set forth in this Declaration, whether the same are general assessments or special assessments.

1.1.4 Association:

The term "Association" shall be deemed to mean the Ashford Glen Homeowners Association, hereinafter "Association," a nonprofit corporation formed pursuant to the laws of the State of Ohio, together with its successors and assigns. The Association shall be formed prior to the transfer of the first lot.

1.1.5 Board of Trustees:

The term "Board of Trustees" shall be deemed to mean the trustees, duly elected by the Members of the Association, who sit as the Association's trustees in accordance with Chapter 1702, Ohio Revised Code.

1.1.6 Bylaws:

The term "Bylaws" shall be deemed to mean the codified rules and regulations pertaining to the government of the business and affairs of the Association, together with any and all amendments or modifications from time to time made thereto.

1.1.7 Common Areas and Facilities:

The term "Common Areas and Facilities" shall mean the entranceways, signs, plantings, boulevard, cul-de-sacs' and entranceway landscaping areas and recreational areas and wetlands and nature preserve, which shall be owned and/or maintained by the Association. It shall be designated the RAN hereinafter.

1.1.8 Common Expenses:

The term "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles. Common Expenses shall also include but not be limited to, taxes, insurance, utilities, any expenses necessary for maintaining entranceways, nature preserve, signs for the Subdivision, boulevard and cul-de-sac island plantings as well as any other expenses incurred with the RAN.

1.1.9 Declarant:

The term "Declarant" shall be deemed to mean the Developer, together with their respective successors and assigns.

1.1.10 Declaration:

The term "Declaration" shall be deemed to mean this Declaration of Covenants, Easements and Restrictions together with any and all amendments and modifications thereto from time to time adopted and recorded in the office of the Recorder, Summit County, Ohio.

1.1.11 Developer:

The term "Developer" shall be deemed to mean Hidden Falls Developers, Ltd. or its successors and assigns.

1.1.12 Documents:

The term "Documents" shall be deemed to mean the Articles, the Bylaws, the Rules and Regulations, and this Declaration.

1.1.13 Improvements:

The term "Improvements" shall be deemed to mean any road, building, facility, structure or other enhancement, whether or not the same may be habitable, enclosed, decorative or otherwise, together with any and all landscaping material (including planting vegetation) wherever located or intended to be located in the RAN of this Subdivision.

1.1.14 Member:

The term "Member" shall be deemed to mean the Developer and all Owners, each of whom shall be a Member of the Association, as provided in the Articles.

1.1.15 Owner:

The term "Owner" shall be deemed to mean all of the legal owner(s) of the title to a freehold estate in a Sublot, regardless of whether or not such person(s) or parties are in actual possession thereof. Any and all disputes concerning the identity of the Owner shall be resolved by an examination of the Deed Records of Summit County, Ohio.

1.1.16 Plat:

54326154
Page: 7 of 40
08/06/1999 01:45P
EA 188.00
JAMES B MCCARTHY SUMMIT CO AUDITOR

The Term "Plat" shall be deemed to mean the plat or plats comprising the Ashford Glen Subdivision as recorded from time to time in the Plat Records of Summit County, Ohio. A copy of the preliminary plat is attached hereto as "Exhibit B" and made a part hereof.

1.1.17 Recreational Area and Nature Preserve:

The Recreational area and Nature Preserve ("RAN") shall be the Parcel defined in "Exhibit B" and shall contain a gazebo, level grass area, ponds, streams and dams, and such other facilities which may be constructed thereon from time to time, as well as undeveloped and wetlands, sign areas, islands, street circles and all other land within the Subdivision other than those residential sublots, dedicated streets and easements and other areas not otherwise deeded by the Developer .

1.1.18 Residence:

The term "Residence" shall be deemed to mean a single-family residential dwelling unit which is constructed upon a Sublot.

1.1.19 Rules and Regulations:

The term "Rules and Regulations" shall be deemed to mean such rules and regulations as may be adopted from time to time by the Ashford Glen Home Owners Association and relating to the care, maintenance, operation and use of the RAN.

1.1.20 Subdivision:

The term "Subdivision" shall be deemed to mean the entire tract of land designated as the Ashford Glen Subdivision on the Preliminary Plat, "Exhibit B" including all Sublots, all Common Areas and any and all roads and access ways designated thereon and any additions or improvements thereto and shall include all additional land which may become part of the Subdivision in the future.

1.1.21 Sublot:

The term "Sublot" shall be mean any Sublot shown on the Plats of the Subdivision, and as may be created on the Additional Land which Sublots may also be referred to as "Sublot".

1.1.22 Supplementary Declaration:

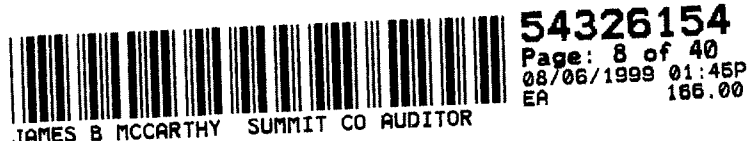
The term "Supplementary Declaration" shall mean and refer to any declaration filed by Declarant and submitting and subjecting any portion of the Additional Land to the rights and obligations imposed by this Declaration.

1.1.23 User:

The term "User" shall be deemed to mean each and every legal occupant of a Residence, together with such occupant's guests and invitees as may be permitted to use and enjoy the The RAN with its Common Facilities pursuant to the Documents.

1.2 Exhibits:

1.2.1 Exhibit A:



A barcode is located in the bottom right area of the page. To its right is the number 54326154. Below the number is the text "Page: 8 of 40", "08/06/1999 01:45P", and "EA 166.00". Below the barcode is the text "JAMES B MCCARTHY SUMMIT CO AUDITOR".



A Legal Description of the property subject to this Declaration is attached hereto as "Exhibit A" and made a part hereof.

1.2.2 Exhibit B:

A reduced photocopy of the Preliminary Plat of the Subdivision is attached hereto as "Exhibit B" and made a part hereof.

1.2.3 Exhibit C:

"Exhibit C" contains the Architectural Review Committee design criteria for home construction.

SECTION 2: SUBJECT PROPERTY

2.1 Sublots:

All of the property described in "Exhibit A" shall be and is hereby made subject to this Declaration. The property consisting of the Ashford Glen Subdivision.

2.2 Common Areas:

The Ran described on the Plat, including but not limited to all cul-de-sac and boulevard islands, shall be and hereby are made subject to this Declaration, as well as all or any portion of the Additional Land as may be added from time to time.

2.3 Future Conveyances:

Each and every conveyance of a Sublot and/or the Common Areas, or any part thereof or any interest therein, shall clearly indicate that such conveyance is made subject to the terms and conditions contained in this Declaration and that the transferee with respect to such conveyance shall be bound by the terms and conditions contained in this Declaration. Further, the terms and conditions contained in this Declaration shall be deemed to be covenants running with the land and shall be binding upon any and all persons or parties having an interest in the Subdivision, including their heirs, administrators, executors, personal representatives, successors and assigns.

SECTION 3: EASEMENTS

3.1 Access to Common Areas:

Every User shall have the right, exercisable in common with the exercise thereof by other Users, to free and complete ingress and egress to and from the RAN, as may be limited by the Ashford Glen Home Owners Association.

3.2 Use of The RAN with its Common Facilities:

Every User shall have the right, exercisable in common with the exercise thereof by other Users, to use and enjoy the RAN with its Common Facilities, subject to the reasonable rules and regulations adopted from time to time by the Ashford Glen Home Owners Association regarding the use thereof. The Ran with its Common Facilities shall be used exclusively for the leisurely and recreational activities and purposes of the Users and for no other purposes whatsoever, without the prior written consent of the Board of Trustees.

3.3 Access by Developer:

The Developer, its agents, assignees, contractors, designees and employees shall have free and complete access to the RAN with its Common Facilities for the purpose of constructing, installing, maintaining, repairing and inspecting the RAN with its Common Facilities. The Developer shall also maintain the right to an easement to all property after it is sold, to conduct repairs to that property or adjacent property.

SECTION 4: ARCHITECTURAL REVIEW COMMITTEE

4.1 Structure:

The Architectural Review Committee shall be composed of no less than three (3) natural person appointed from time to time by the Board of Trustees of the Association.

4.2 Purpose:

The purpose of the Architectural Review Committee shall be to approve any and all plans, drawings and specifications concerning the construction of any Improvement wherever located in the Subdivision or Additional Land annexed to the Subdivision. The Architectural Review Committee shall have the right and authority to authorize, approve, consent to, permit or adopt any rules concerning the construction, maintenance, improvement, reconstruction and removal of any and all improvements of any kind, type or nature whatsoever, wherever located in the Subdivision or Additional Land annexed to the Subdivision, subject to the exercise of any rights by applicable governmental authorities.

4.3 Authority to Act:

The affirmative vote of a majority of the then members of the Architectural Review Committee shall be required in order to adopt, issue or promulgate any approval, authorization, consent, permit or rule pursuant to this Section 4.

4.4 Submission of Plans and Specifications:

A minimum of two (2) sets of plans and specifications shall be submitted to the Architectural Review Committee for its approval prior to the commencement of any work in conjunction with the construction, maintenance, improvement, reconstruction and removal of any Improvements in the Subdivision. The Architectural Review Committee shall have the right to require that any and all such plans and specifications shall be prepared in sufficient detail so as to clearly indicate that the proposed Improvement will comply with the provisions of this Declaration.

4.5 Review and Decision:

The Architectural Review Committee shall review the plans and specifications submitted to it as promptly as is reasonably practicable for the purpose of determining whether or not the same comply with all of the terms and conditions contained in this Declaration. The Architectural Review Committee shall render its decision within one (1) month from and after the date on which the plans and specifications are submitted. If the plans and specifications are approved, the Architectural Review Committee shall clearly so indicate by writing, typing or stamping the word "APPROVED" on each separate sheet contained in the plans and specifications. If the plans and specifications are disapproved, the Architectural Review Committee shall clearly so

indicate by writing, typing or stamping the word "DISAPPROVED" on each separate sheet contained in the plans and specifications. If the Architectural Review Committee fails to render its approval or disapproval within one (1) month renewal period, it shall be presumed that the Plans have been approved. Additionally, each and every such sheet so stamped or marked shall bear the signature of a majority of the then members of the Architectural Review Committee immediately beneath the word "APPROVED" or "DISAPPROVED", as the case may be. Not less than one (1) complete set of such approved or disapproved plans and specifications shall be retained by the Architectural Review Committee for its records and not less than one (1) complete set of such approved or disapproved plans and specifications shall be returned to the party submitting same. The Board may dispose of plans twelve (12) months after the dwelling is completed.

4.6 Grounds for Disapproval:

In any case where the Architectural Review Committee shall either disapprove or conditionally approve any plans and specifications submitted hereunder, then and in such event, such disapproval or qualified approval shall be accompanied by a written statement clearly indicating the grounds upon which such disapproval or qualified approval is based. Further, the Architectural Review Committee shall, if requested and if possible, make reasonable efforts to assist and advise the party submitting such plans and specifications, or his representative, for the purpose of amending the same so as to obtain the future approval of the Architectural Review Committee. The Architectural Review Committee shall consider the criteria set out in the Design Guidelines and Minimum Development Standards attached hereto as "Exhibit C". Notwithstanding the provisions in the Design Guidelines and Minimum Development Standards, the Architectural Review Committee shall have the right to disapprove any plans and specifications submitted hereunder for any of the reasons set forth below or for no specific reason.

4.6.1 Noncompliance with Declaration:

Failure of such plans and/or specifications to comply with the requirements set forth in this Declaration shall constitute reasonable grounds for disapproval.

4.6.2 Insufficient Information:

Failure to include sufficient information on such plans and/or specifications as may be reasonably necessary for the purpose of determining whether or not the same comply with the requirements set forth in this Declaration shall constitute reasonable grounds for disapproval.

4.6.3 Incompatibility of Design:

Incompatibility of design or appearance of any proposed Improvement with respect to the other Improvements then located in the Subdivision or previously approved for construction in the Subdivision shall constitute reasonable grounds for disapproval. Substantial duplication of existing or planned (submitted and approved plans) homes within four lots to the right or the left of the house in question or a like number of lots across the street from the house in question will not be allowed. The determination of "Substantial Duplication" will be made by the Architectural Review Board using the following criteria: a.) color; b.) roof configuration; c.) window and door placement.



No house greater than 2-1/2 stories or 35 feet in height shall be erected, placed, or suffered to remain on any lot, with the exception of lots on the eastern side of the development.

4.6.4 Incompatibility of Use:

Incompatibility of use of any proposed Improvement with respect to the other Improvements then located in the Subdivision or previously approved for construction in the Subdivision shall constitute reasonable grounds for disapproval.

4.6.5 Improper Location:

Improper location of any proposed Improvement with respect to any front, rear, or side yard setbacks as shown on the Plat or otherwise required by the appropriate governmental authorities shall constitute reasonable grounds, for disapproval.

4.6.6 Improper Grading:

The proposed grading of any Sublot in such a manner as may cause or create a drainage problem on adjacent property or would result in an unreasonable difference in elevation with respect to adjacent property shall constitute reasonable grounds for disapproval.

4.6.7 Other Reasons:

Any other reason which, in the reasonable judgment of the Architectural Review Committee, will render the proposed Improvement and/or its use inharmonious with other Improvements and/or uses in the Subdivision shall constitute reasonable grounds for disapproval.

4.7 Appeal:

Should the Architectural Review Committee disapprove any plans and specifications submitted hereunder, then and in such event, the party submitting such plans and specifications shall have the right to appeal that decision to the Board of Trustees of the Association. Such appeal must be submitted to the Board of Trustees, in writing, within one (1) month after the date of receipt of the decision from the Architectural Review Committee. The Board of Trustees shall, within one (1) month after the date of receipt of the written request for review, examine the plans and specifications, together with the grounds for disapproval or qualified approval by the Architectural Review Committee, and issue its written opinion to the party requesting such appeal. It shall require a majority of the ten members of the Board of Trustees to reverse a decision of the Architectural Review Committee, either in whole or in part. Should the action by the Board of Trustees result in the approval of the plans and specifications either in and of itself or in conjunction with a prior partial or qualified approval by the Architectural Review Committee, then and in such event, such plans and specifications shall be deemed to have been approved by the Architectural Review Committee.

4.8 Hardship:

If, in the opinion of the Architectural Review Committee, by reason of the shape, dimensions and/or topography of any of the Sublots or any other reason satisfactory to the Architectural Review Committee, the enforcement of the provisions hereof with respect to the location of any home or any other matter set forth herein, would be a hardship, the Architectural Review

Committee may modify these restrictions with respect thereto so as to permit different restrictions on any such Sublot, if, in the Architectural Review Committee's judgment, such modification will not do material damage to abutting or adjacent Sublots. All hardship cases must conform with all governmental rules & regulations, zoning ordinances and building codes.

4.9 Violations and Remedies:

Should any Improvement be altered, built, constructed, demolished, enhanced, erected, improved, placed or maintained upon, reconstructed or removed from or upon the Subdivision", or should the use thereof be modified in any way from the use originally approved by the Architectural Review Committee as provided in this Section 4, such act shall be deemed to be a violation of this Section 4 and this Declaration. Any party committing any of the aforesaid acts in contravention of this Section 4 shall, immediately upon the receipt of written notice of such violation from the Architectural Review committee, cease and desist from the commission of any such act and immediately commence to take such steps as will alleviate or remedy any such condition of default and shall continue, with all due diligence thereafter until the satisfactory completion of same. Should the party committing such act in contravention of this Section 4 fail to immediately take such remedial action as aforesaid, then and in such event, the Association shall have the right, but not the obligation, in addition to any and all other rights or remedies available to it at law or in equity, each of which remedies shall be deemed to be nonexclusive, to do any of the following.

4.9.1 Abate Violation:

The Association shall have the right to cause its agents and employees to enter upon the Common Areas for the purpose of summarily abating any such use and/or removing any such building or structure.

4.9.2 Seek Injunction:

The Association shall have the right to apply to a court having jurisdiction over the Subdivision and have the right to obtain an injunction for the purpose of abating any such use and/or removing any such building or structure wherever located in the Subdivision.

4.9.3 Seek Reimbursement:

The Association shall be entitled to the full and complete reimbursement from any party committing any of the aforesaid acts in contravention of this Section 4, of any costs, damages and expenses (including attorneys' fees) incurred for the purpose of remedying any such condition of default.

4.9.4 Treat as Assessment:

Should the party committing any acts in contravention of this Section 4 be a User and should such User fail to immediately pay the full amount of all costs, damages, and expenses referred to in Section 4.9.3 above, the Association shall be entitled to treat such amount as an Assessment against the Sublot of which such User is or was the Owner, a member of the owner's family or a guest or invitee of such owner.

4.10 Costs and Expenses:



54326154
Page: 13 of 40
08/06/1999 01:45P
EA 166.00
JAMES B MCCARTHY SUMMIT CO AUDITOR



The Association shall provide the necessary funding for the purpose of paying any and all costs and expenses of the Architectural Review Committee; provided, however, that this provision shall in no way be deemed to impair the right of the Association to the immediate reimbursement for certain costs and expenses pursuant to Section 4.9.3 above, as well as the right to assert the lien referred to in Section 4.9.4 above. The Architectural Review Committee shall have no right to incur any expenses without the prior written approval of the Board of Trustees. No member of the Architectural Review Committee shall receive any salary or fee for serving as such without the prior written approval of the Board of Trustees.

SECTION 5: IMPROVEMENTS

5.1 Prior Approval of Plans and Specifications Required:

No person shall commence the alteration, building, construction, demolition enhancement, erection, improvement, reconstruction or removal of any Improvement or permit any Improvement to be placed or maintained upon any part of the Subdivision or permit the use of any Improvement or Sublot to be altered or modified in any way without the prior written approval of the Architectural Review Committee as set forth in Section 4 above.

5.2 Building and Use Restrictions:

Except as the Architectural Review Committee may otherwise specifically permit in writing, the following building and use restrictions shall apply with respect to the alteration, building, construction, demolition, enhancement, erection, improvement, reconstruction or removal of any Improvements or the placing or maintaining of any Improvements upon any Sublot.

5.2.1 Use:

Each Sublot shall be used for single-family residential dwelling unit purposes in conformity with the terms and conditions contained in this Declaration.

5.2.2 Residence Location:

The proposed location of any Residence or other Improvement upon any Sublot shall be clearly depicted upon a site plan, Plat or plot plan in relation to the boundary lines of any such Sublot. The Architectural Review Committee shall have no authority whatsoever to approve any plans or specifications showing the location of any Improvement which would violate the zoning ordinances of the applicable governmental authorities or the front, side or rear lot line minimum setback requirements indicated on the Plat.

5.2.3 Residence Size Requirements:

Each Residence constructed upon a Sublot shall contain not less than two thousand two hundred fifty (2,250) square feet of space utilizable by the occupants thereof for living space and exclusive of any attics, basements, breezeways, garages, porches, patios or other enclosed areas not heated for year-round living. The living area of any Residence buildings shall be computed on the outside foundation of the first floor, and the exterior dimensions of the second floor. In the case of a cape cod, the second floor area shall be computed from the 1st floor ceilings, the upper open space may not be computed as second-floor footage. That portion of a basement which is exposed at ground level due



to a sloping Sublot and completed as a living area with full windows and/or doors may be given a credit of fifty percent (50%) towards the total floor area required.

5.2.4 Driveway:

All Driveways shall be composed of brick or concrete, and shall be installed over an adequately compacted gravel base. Weather permitting, all driveways shall be installed prior to occupancy of the residential home.

5.2.5 Roofing Materials:

The slope or pitch of the main roof of any Improvement shall be not less than 8/12 subject to the approval of the Architectural Review Committee. Permitted roofing materials for pitched roofs shall be wood shake shingles, slate shingles, tile shingles or architectural grade composition shingles having a minimum manufacturers life expectancy of 30 years installed, or such other materials as may be approved by the Architectural Review Committee.

5.2.6 Gutters and Downspouts:

Rain gutters shall be attached to the lower edge of the roof where appropriate, and such rain gutters shall be connected to appropriate downspouts, which shall be connected to storm sewers.

5.2.7 Chimney:

Every Residence having an exterior chimney for purposes of venting combustion products, shall be constructed of masonry or masonry like materials, all exterior chimneys protruding from the body of the house on any side, shall be constructed of masonry products with an appropriate foundation and must be of such size and proportions as to be architecturally and aesthetically reasonable in relation to the Residence.

5.2.8 Siding:

Highest quality natural type materials shall be the predominant exterior siding. Any material(s) used for exterior siding and/or trim on a Residence, including their size, color, style, composition, method of application and consistency of use, shall be subject to the approval of the Architectural Review Committee. "Brick Fronts" will not be permitted; that is, brick only on the front of the house, which does not wrap a minimum of two feet around and include the sides of the house and or garage.

5.2.9 Foundation Materials:

Any and all areas of exposed foundation must be covered or veneered with decorative brick or stone from grade level to 1st floor level.

5.2.10 Foundation Plantings:

Foundation plantings shall be installed within sixty (60) days after the completion of construction of the Residence, weather permitting.

5.2.11 Unsightly Growth of Objects:

No unsightly vegetation shall be permitted to grow or remain upon any Owner's Sublot and no refuse, pipe, or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. However, the natural wooded and ground cover conditions of portions of the Sublot may remain provided that they are aesthetically pleasing to the appearance of the Subdivision. In the event, that any owner shall fail or refuse to keep his Sublot free from unsightly growths or objects, Declarant and/or the Association shall have the right upon ten (10) days written notice to the offending Owner to remove the same at the expense of the Owner. Entrance onto such Owner's Sublot for such purpose shall not be deemed a trespass.

5.2.12 Landscaping:

Owners will have their Sublot landscaped within six (6) months after the Owner has taken possession of his home except homes occupied between May 1 and October 1, in which case the landscaping shall take place with sixty (60) days after occupancy. Each parcel shall have its lawns and gardens irrigated by means of an underground sprinkler system.

5.2.13 Lawns:

Lawns shall be kept properly trimmed at all times. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any Sublot.

5.2.14 Pools:

No above ground swimming pools shall be allowed on any Sublot.

5.2.15 Storage of Waste Material:

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

5.2.16 Utilities:

All utilities, including, but not by way of limitation, storm sewers, sanitary sewers, natural gas lines, water lines, electrical lines, telephone lines, cable television, etc. shall be installed underground.

5.2.17 Fences:

The size, materials and location of any and all fences must be approved by the Architectural Review Committee consistent with the design criteria in "Exhibit C".

5.2.18 Mailboxes:

Only the standard approved subdivision mailbox will be permitted.

5.2.19 Streetlights:

The Architectural Review Committee shall require each owner to produce a landscape lighting plan and install same contemporaneously with the completion of construction of a Residence upon each Sublot. A standard, approved, post light will be required by all Residences.

5.2.20 Signs:

No advertising sign, billboard or other advertising device shall be built, placed, permitted or suffered to remain on any Sublot, subsequent to the completion of construction of a Residence except a formal real estate "For Sale" sign which shall not exceed eight (8) feet in area.

5.2.21 Pets, Livestock, etc.:

No livestock of any kind shall be permitted on any Sublot. Pets of a usual and customary nature may be kept on any Sublot provided that the same are not permitted to run at large and enter upon adjacent Sublots and/or the Common Areas or otherwise be permitted to become offensive to the occupants of other Sublots. There shall be no commercial or avocational animal husbandry permitted on any Sublot.

5.2.22 Radio Towers:

No, radio towers, antenna or other large exterior communications device shall be permitted on any Sublot.

5.2.23 Clothes Drying:

No outdoor clothes drying area shall be allowed.

5.2.24 Accessory Buildings:

No accessory buildings or structures shall be erected on any Sublot unless approved by the Architectural Review Board and no such building or structure will be approved if it obstructs the views or use of adjoining Sublots.

5.2.25 Gardens:

Vegetables may be grown on a Sublot, Provided they are not grown for commercial purposes and provided they are restricted to an area which is situated to the rear of the Sublot and which does not exceed an area greater than four hundred (400) square feet.

5.2.26 Maintenance and Repair:

Each Owner shall keep his Sublot and the streets providing access thereto free of accumulations of dirt, mud and debris occasioned by work on or around the Sublot by such Owner, his contractor or their agents, representatives of employees. If the Owner shall fail to keep his Sublot 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 cleaning and flushing sanitary and storm sewers, catch basins, and inlet basins shall be payable by the Owner to Declarant or to the Association, on demand as the case may be. Lawns shall be kept properly trimmed at all times, each owner shall, at his sole cost and expense, maintain and keep his dwelling and any other building or structure on his Sublot in a state of good repair. Should the Owner fail to reimburse the Declarant or the Association for any costs incurred pursuant to this section, then such costs shall be deemed an Assessment lien and shall be a continuing lien on such Sublot until paid. The

lien for Assessment fee provided herein shall be subordinate to the lien of any first mortgage.

5.2.27 Construction Debris:

During construction, the Owner shall cause all debris to be placed in large containers and removed from his Sublot on a timely basis, and shall not allow the burial of such debris on the Sublot or its use as fill material at any location on the Sublot or in the Subdivision.

5.2.28 Vehicles:

No boat, truck (licensed as such), trailer, airplane, junk car, unlicensed vehicle or recreational vehicle shall be parked on any part of a Sublot, except that a boat, truck, trailer or recreational vehicle may be parked on the driveway for the limited purpose of loading or unloading the same and a boat, truck, trailer, unlicensed vehicle and recreational vehicle may be parked inside the garage of any Residence. Commercial vehicles are permitted during the period of time that they are necessary to perform specific duties and under no circumstances can be kept overnight by any owner.

5.2.29 Nuisance:

No obnoxious or offensive activities shall be conducted or maintained on any portion of any Sublot or the Common Areas nor shall anything be done thereon which may be or become a nuisance or annoyance to the occupants of other Residences or other Users of the Common Areas.

5.2.30 Division of a Sublot:

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

5.2.31 Construction Bond Required:

Each general contractor who undertakes the construction of a house shall post a bond with the Association to insure that the street, utilities, and common areas are protected from any damage during construction, and that the rules and regulations of the Association are complied with.

5.2.32 Water Pumping:

No water shall be drawn or pumped from any lake, pond or stream and used by any Sublot owner for his personal use.

5.2.33 Construction:

Construction of a house shall be completed within one year from the date ground is broken. This requirement shall be met if the required landscaping and irrigation has been installed and an occupancy permit has been issued.

SECTION 6: ASSOCIATION



54326154
Page: 18 of 40
08/06/1999 01:45P
EA 166.00



6.1 Formation and Purpose:

The Association is a nonprofit corporation formed pursuant to the laws of the State of Ohio. Its purpose is to manage the Common Areas (other than those portions of the Common Areas which are dedicated for the public use on the Plat) and to fulfill all of the duties, obligations and responsibilities of the Association pursuant to the terms and conditions contained in this Declaration.

6.2 Association Documents:

The Association shall be governed and controlled by the Articles of Incorporation, the Bylaws, the terms and conditions contained in this Declaration, all amendments to any of the foregoing and any and all Rules and Regulations adopted by the Association pursuant to any of the foregoing documents.

6.3 Membership in Association:

Each owner of a Sublot shall be a Member of the Association. The voting Member representing each sublot shall have the sole and exclusive right to vote for members of the Board of Trustees. The Members shall have such other rights and privileges as are set forth in the Documents. Each sublot shall be only permitted to cast one vote regardless of the number of joint or co-owners of that lot.

6.4 Board of Trustees:

The Board of Trustees shall have the sole and absolute authority for the purpose of governing and controlling the day-to-day business and affairs of the Association and for doing and performing any and all acts necessary thereto provided, however, that the Board of Trustees shall have the right to elect officers of the Association (as provided in the Articles and the Bylaws) and delegate the obligation to perform any of its duties to those officers, except where the Documents specifically provide that such performance is a nondelegable obligation. The Board of Trustees shall have the sole, exclusive and nondelegable power and authority to do the following.

6.4.1 Borrow:

The Board of Trustees shall have the power to borrow money from time to time for the purpose of improving the RAN with its Common Facilities and to secure the repayment of any such borrowing by giving a mortgage or mortgages upon all or any portion of said The RAN with its Common Facilities. Any such loans shall be on such terms and conditions and evidenced by such documents as the Board of Trustees shall deem reasonable and appropriate.

6.4.2 Levy Assessments:

The Board of Trustees shall have the right to levy the Assessments referred to in Section 7 below and, further, to treat any and all expenditures necessary for the enhancement or improvement of the RAN with its Common Facilities as Assessments.

6.4.3 Powers:

The Board of Trustees shall have the power to suspend the right of any User to enjoy and use the RAN with its Common Facilities for any period of time during which an

Assessment levied against the Sublot of which such User is the Owner, a member of the Owner's family, or a guest or invitee of such admission owner, is delinquent. The Board of Trustees shall also have the right to suspend the right of a User to enjoy and use the RAN with its Common Facilities for a period of up to three (3) months, if such User repeatedly commits an infraction of published Rules and Regulations governing the use and enjoyment of the RAN with its Common Facilities.

6.4.4 Charge Fees:

The Board of Trustees shall have the right to charge a reasonable admission or use fee for the enjoyment and use of the RAN with its Common Facilities by Users who are not owners or immediate family members of Owners who claim the owner's Residence as their Residence. Fees may also be charged for private parties.

6.4.5 Restrict Use:

The Board of Trustees shall have the right to place reasonable limitations upon the number of Users who may enjoy and use the RAN with its Common Facilities at any one-time and also the right to place reasonable restrictions on the length of time during which any one User or group of Users may use any one common area or common facility and also place reasonable restrictions upon the hours in any one day during which the RAN with its Common Facilities may be used by any User.

6.4.6 Convey Property:

The Board of Trustees shall have the right to convey management of the RAN with its Common Facilities to a successor; provided, however, that any such successor shall agree, in writing, to be bound by this Declaration

6.4.7 Grant Easements:

The Board of Trustees shall have the right to grant such easements and/or rights-of-way for the purpose of constructing any RAN with its Common Facilities or for the purpose of constructing, extending, installing, or maintaining any utility services or facilities over, on, or under the Common Areas.

6.4.8 Other Powers:

The Board of Trustees shall have the further right and power to do and perform any and all acts and things which may be necessary and proper for the enhancement, management, preservation and protection of the Association and the Subdivision.

6.5 Voting:

Each and every Owner of each and every Sublot shall be entitled to one vote, except where the Owner of a Sublot is the Developer, in which case, the Developer shall be entitled to four (4) votes for each and every Sublot owned by the Developer. Where there is more than one Owner of a Sublot, the Owners shall jointly have one vote. Except where the Documents otherwise specifically provide, all decisions concerning the business and affairs of the Association and all issues brought before it shall be decided on the basis of an affirmative vote by a majority of the Members present at a meeting held for such purpose.

SECTION 7: ASSESSMENTS



54326154
Page: 21 of 40
08/06/1999 01:45P
EA 166.00

7.1 Insurance:

The Association, as the manager of the RAN with its Common Facilities, shall have the sole and exclusive right to purchase such policies of insurance insuring the Association and its members against such risks and liabilities as the Board of Trustees shall deem necessary. All such insurance contracts shall be purchased from such insurance companies, insuring such risks and liabilities and containing such limits of coverage and other terms and conditions as the Board of Trustees shall deem reasonable and appropriate.

7.2 Maintenance:

7.2.1 The RAN with its Common Facilities:

The following provisions apply with respect to the maintenance of the RAN with its Common Facilities.

7.2.1.1 Obligation to Maintain:

It shall be the sole and exclusive duty, obligation and responsibility of the Association to cause the RAN with its Common Facilities to be maintained and operated in a clean, safe, neat, healthy and workable condition and good state of repair and promptly cause to be made all necessary repairs and replacements, both structural and nonstructural, ordinary, as well as extraordinary, subject only to the provisions of the Documents.

7.2.1.2 Performance of Obligation:

The Association, acting by and through its Board of Trustees, shall have the right to contract with others for the performance of any and all necessary operation, maintenance, management and service functions which are the responsibility of the Association pursuant to the Documents. All such contracts shall be with such parties, for such amounts and upon such terms and conditions as the Board of Trustees shall deem reasonable and appropriate.

7.3 Taxes

The Association shall timely pay any and all real estate taxes and assessments, both general and special, and including any fines, interest, or penalties due thereon, levied or assessed against the Ran, or the Common Facilities, any and all other property which may from time to time be owned by the Association, together with any and all other taxes which may be levied or assessed against the Association (hereinafter collectively referred to as the "Taxes").

7.4 Utilities:

The Association shall cause any and all of its utilities (water, sewer, gas, electricity, telephone, etc.) to be maintained in the name of the Association. The Association shall timely pay any and all charges, costs, expenses, fees, fines, levies, and penalties which may be incurred in connection with said utilities (hereinafter collectively referred to as the "Utilities Charges").

7.5 Assessments of Costs:



The obligation of the Association to pay the costs referred to in Sections 7.1 through 7.4 shall be expressly conditioned upon the Association having sufficient funds with which to pay the costs. The Association shall have the right to declare any and all costs to be an Assessment, which Assessment shall be levied equally upon each and every Sublot. The Association shall also have the right to make a good faith estimate as to the total annual costs which might reasonably be expected to be incurred by the Association and the same shall, if the Association so elects, become an Assessment and charged equally to each Sublot on a periodic basis. Further, should the Association determine that it expects to incur unusually large costs, the Association shall have the right to adjust the amount of the Assessment so as to collect a sufficient amount of funds with which to pay the same.

7.6 Lakes and ponds (Lakes), Wetlands, Woods, Trails and Streams:

The lakes and ponds (Lakes), wetlands, woods, trails and streams in the Subdivision are owned by the members of the Association, and are part of the Common Areas and Facilities. Those areas so designated, shall not be developed, disturbed or used for any purpose except to walk upon, and will be allowed to return to their natural wild state.

7.7 Payment of Assessments:

7.7.1 Sublot Owner's Obligation:

Except as otherwise specifically provided in the Documents, Assessments shall be levied equally upon each and every Sublot and the amount so levied against each Sublot shall become the financial obligation of the Owner of said Sublot. Should the Owner of any specific Sublot include more than one person or parties, all such persons or parties shall be jointly and severally liable for the payment of said Assessment. Each and every Owner of a Sublot hereby covenants and agrees, by the act of accepting an instrument conveying any ownership interest in the Sublot, to pay to the Association, on or before the due date for payment thereof, all Assessments in accordance with the terms and conditions of this Declaration, regardless of whether or not this obligation shall be specifically expressed in any such instrument of conveyance. No Owner may refuse to pay an assessment based upon the fact that the Owner does not use any particular portion of any Common Area or Facility.

7.7.2 Notification of Assessment Amount:

The Association shall have the obligation to provide the Owner of each and every Sublot with written notice as to the amount of the Assessment in effect with respect to said Sublot at the time the Owner notifies the Association that such Owner has acquired an ownership interest in said Sublot. Said written notice shall set forth the amount of the periodic installment of Assessments and the dates on which the same are due and payable. Assessments shall be paid no more frequently than monthly and no less frequently than annually. Thereafter, the Association shall be obligated to provide written notice of the periodic installment of Assessments only when the amount or payment date thereof changes. All such notices shall be effective as of the date set forth therein and may be delivered to the Owner personally, sent to the address of the Sublot via ordinary U. S. Mail, or conspicuously posted at the Sublot. The Owner shall have the duty and obligation to pay the full amount of the periodic installment of Assessments on



each and every periodic anniversary date of the due date of said installment as set forth in the most recent notice given by the Association as provided in this Section 7.7.2.

7.7.3 Default and Remedies:

An Owner shall be deemed to be in default with respect to the payment of Assessments if the full amount of any periodic installment thereof shall not be paid within one (1) month after the same is due and payable. The Association, acting by and through its Board of Trustees, shall have the right to employ and utilize any and all remedies available to it, at law or in equity, for the purpose of enforcing the payment of said Assessments. The delinquent Owner shall reimburse the Association, immediately upon demand, for any and all charges, costs, damages, expenses, and fees (including the Association's legal fees, if any) incurred by the Association in attempting to enforce payment of the Assessments (hereinafter collectively referred to as the "Collection Costs"). The amount of any installments of Assessments in default, together with Collection Costs, shall bear interest from the date when due up to the date of payment, computed on a daily basis, at the maximum interest rate permitted by law. Should the full amount of any periodic installment of Assessments not be paid within two (2) months after the same is due and payable or the full amount of any Collection Costs not be paid within one (1) month after the same is due and payable, the Association, acting by and through its Board of Trustees, shall have the right to declare all installments of Assessments otherwise due during the next twelve (12) months to be immediately due and payable and, further, have the right to file a lien against the Sublot as hereinafter provided. Notification of such declaration shall be given in accordance with any of the methods prescribed in Section 7.7.2 above for the giving of notification as to changes in the amount of the periodic installment of Assessments.

7.7.4 Lien:

Should the Board of Trustees elect to file a lien against a Sublot as set forth in Section 7.7.3 above, such lien shall be perfected by the preparation of a certificate of lien and the filing thereof with the Summit County Recorder for recording. The certificate of lien shall be in such form as is prescribed by law and shall contain the name of the Owner; a legal description of the Sublot; the entire amount claimed to be due and owing, including the Collection Costs and interest thereon; and a statement referring to the provisions of this Declaration authorizing the filing thereof. Each and every Owner of each and every Sublot hereby specifically acknowledges and agrees by acceptance of an instrument of conveyance of an ownership interest in a Sublot that the Association shall have the authority, power, and right to file such lien and grants the Association the right to foreclose the lien, regardless of whether or not such right is specifically granted in any instrument of conveyance given to such Owner. A lien filed pursuant to this Section 7.7.4 shall be inferior and subordinate to statutory liens for real estate taxes and assessments and such agreements, conditions, covenants, easements, liens, mortgages, reservations, restrictions and other matters of record filed prior in time to it. The lien shall continue in full force and effect until, such time as the entire amount claimed therein has been paid and satisfied, whereupon the Association shall promptly cause the same to be released and discharged of record. The Board of Trustees shall also have the right to foreclose upon its lien in accordance with the laws of the State of Ohio.



SECTION 8: RIGHTS TO REPURCHASE

8.1 Construction Time Limits:

Each Sub-lot shall be required to have construction of a dwelling commenced thereon not later than eighteen (18) months after the date such Sublot was first transferred by Declarant. If construction of a dwelling has not been commenced at the expiration of eighteen (18) months period, then Declarant shall have the right, by notifying the owner in writing at any time within one (1) year after such time, to require the Owner thereof to reconvey the Sublot to such Declarant. The purchase price for such Sublot shall be equal to the price (if any) paid for the Sublot by such Owner. Title to such Sublot shall be reconveyed to such Declarant, by general warranty deed, free and clear of all liens and encumbrances, except those in effect at the time Owner received title to the sublot and the purchase price paid therefore and the deed to the sublot shall be exchanged not later than sixty (60) days after such Declarant election to reacquire said Sublot.

SECTION 9: RECREATIONAL AREA, NATURE PRESERVE, and COMMON LANDS (RAN)

9.1 Transfer of the RAN to Association:

At such time as Developer may elect, but no later than when the Association has 55 members consisting of homeowners (not builders), the Association shall assume operation and control of the RAN with its Common Facilities free and clear of any liens or financial encumbrances, except taxes and assessments not yet due and payable.

9.2 Maintenance of the RAN:

Prior to the transfer of the operation of the RAN with its Common Facilities to the Association, Developer shall maintain and operate the RAN.

9.3 Obligation to Maintain:

It shall be the sole and exclusive duty, obligation and responsibility of the Association to cause the RAN with its Common Facilities to be maintained and operated in a clean, safe, neat, healthy and workable condition and good state of repair and promptly cause to be made all necessary repairs and replacements, both structural and nonstructural, ordinary, as well as extraordinary, subject only to the provisions of the Documents.

9.4 Performance of Obligation:

The Association, acting by and through its Board of Trustees, shall have the right to contract with others for the performance of any and all necessary operation, maintenance, management and service functions which are the responsibility of the Association pursuant to Section 7.2.1.1. All such contracts shall be with such parties, for such amounts and upon such terms and conditions as the Board of Trustees shall deem reasonable and appropriate.

9.5 Assessment of Costs:

The obligation of the Association to perform the maintenance functions referred to this Section 9.4 shall be expressly conditioned upon the Association having sufficient funds with which to

pay any and all charges, costs, expenses, fees, fines, levies and penalties which may be incurred in connection therewith (hereinafter collectively referred to as the "Recreational Area Maintenance Charges"). The Association shall have the right to declare any and all Recreational Area Maintenance Charges to be an Assessment, which Assessment shall be levied equally upon each and every Sublot. The Association shall also have the right to make a good faith estimate as to the total annual Recreational Area Maintenance Charges which might reasonably be expected to be incurred by the Association and the same shall, if the Association so elects, become an Assessment and charged equally to the Sublots on a periodic basis. Further, should the Association determine that it expects to incur unusually large Recreational Area Maintenance Charges, the Association shall have the right to adjust the amount of the Assessment so as to collect a sufficient amount of funds with which to pay the same.

SECTION 10: GENERAL PROVISIONS

10.1 Rights of Declarant:

Development by Declarant of the Sublots within the Subdivision and the sale of the Sublots is 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 be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent Declarant or the employees, contractors or subcontractors of the Declarant, from:

- (a) Working on any part or parts of the Subdivision owned by Declarant or its representatives, as Declarant determines may be reasonably necessary or advisable in connection with the completion of such work;
- (b) Constructing and maintaining on any part or parts of the Subdivision property owned by Declarant, 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 Sublots by sale.
- (c) Conducting on any part or parts of the subdivision owned by the Declarant, the business of completing such work, of establishing the Subdivision as a residential community, and the selling of Sublots.
- (d) Maintaining such entrance signs on any of the Sublots owned by Declarant, as Declarant may deem reasonably necessary or appropriate in connection with the development, sale, or other disposition of the Sublots.
- (e) Such other activity deemed necessary and appropriate by the developer.

10.2 Amendment:

Until the earlier of January 1, 2005, or the date that Owners other than Declarant first own in the aggregate ninety-eight percent (98%) or more of the Sublots in the Subdivision, this Declaration may only be amended by the Declarant, who shall have the right to amend any provisions

contained in this Declaration at any time and from time to time. Thereafter, except as hereinafter provided, this Declaration may be amended by an instrument in writing signed by owners owning not less than sixty-six and two-thirds percent (66 2/3%) of the Sublots in the Subdivision. No amendment to this Declaration shall be effective unless it is in recordable form and until it has been filed for record with the Summit County Recorder.

10.3 Enforcement:

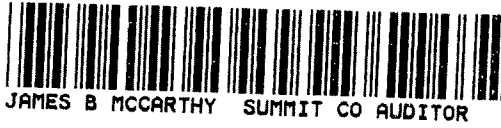
The Declarant, the Association and/or any Owner(s) shall have the right to compel the enforcement of the terms and conditions contained in this Declaration by any proceeding at law or in equity against any person or persons violating or attempting to violate any term or condition herein contained. Such enforcement may seek to restrain any such violation and/or may seek to recover damages as a consequence thereof. The failure of the Association (or any other party permitted by this Declaration to enforce the terms and conditions hereof) shall in no manner or event be deemed to constitute a waiver of the right to do so in the event of a continuing violation or successive occurrences of a violation or violations.

10.4 Binding Effect:

All of the terms and conditions contained in this Declaration are and shall be deemed to be covenants running with the land and shall be binding upon each and every subsequent transferee of any legal or equitable interest in the RAN with its Common Facilities, and/or Sublots to the full extent as set forth herein. Each transferee accepting any interest in the Subdivision, or any part or portion thereof, whether freehold, leasehold, or otherwise (whether oral or written) specifically acquires such interest subject to the terms and conditions set forth in this Declaration, whether or not such instrument of conveyance contains those terms and conditions or refers to this Declaration. Every owner hereby covenants for himself or herself and his or her heirs, administrators, executors, personal representatives, successors and assigns to observe, perform and be bound by all of the terms and conditions set forth in this Declaration and to incorporate the same by reference to this Declaration and its volume and page of recording in any instrument or document conveying any interest in the Subdivision or portion thereof.

10.5 Non-liability of Declarant:

Neither Declarant nor Declarant's representatives, successors or assigns, nor any of Declarants' agents, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or in Declarants' (or its representative's or agent's) capacity as Declarant, Developer, contractor, manager, or seller of any portion of the Subdivision or Additional Land, if any, whether or not such claim: (i) shall be asserted by any Member, the Association or by any person or entity claiming through any of them; or (ii) shall be on account or injury to person or damage to or loss of property wherever located and however caused; or (iii) shall arise ex contractu or (except in the case of gross negligence) ex delicto. Without limiting the generality of the foregoing, the foregoing enumerations include all claims for, or arising by reason of, the RAN with its Common Facilities or any part thereof, being or becoming out of repair, or containing any patent or latent defects, or by reason of any act or neglect or any Member, or the Association and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the RAN with its Common Facilities or by reason of the failure to function or disrepair of any utility services.



10.6 Reservation of Mineral, Oil and Gas Rights:

A seller of the land to the Declarant and Declarant have reserved and excepted unto themselves, their successors and assigns, all mineral, oil, gas or other hydrocarbons and their constituents, excepting coal, of any nature whatsoever, underlying the Subdivision. These reservations are reserved for the purpose of permitting existing wells, flow lines, and a tank battery neighboring the premises to continue to operate pursuant to the existing oil and gas leases.

10.7 Governing Law and Severability:

This Declaration is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the State of Ohio. If any term or provision of this Declaration, or the application thereof to any person or circumstance, shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, but rather shall be enforced to the fullest extent permitted by law.

10.8 Construction of Terms:

The section headings contained herein are for convenience only and do not construe, define or limit the contents of such sections. The use herein of the singular number shall be deemed to mean the plural, and vice versa, and the masculine gender shall be deemed to mean the feminine or neuter, and vice versa, wherever the sense of this Declaration so requires.

10.9 Covenants Running with the Land:

The terms, covenants, conditions, easements and restrictions of this Declaration shall create perpetual, mutual and reciprocal benefits and servitudes upon the property, running with the land. The terms, covenants, conditions, easements and restrictions of this Declaration shall be binding upon anyone having any right, title or interest in a Sublot or any part thereof and shall inure to the benefit of Declarant, the Association and each owner.

10.10 Validity of Mortgages:

No violation of this Declaration shall defeat or render invalid the lien of any Mortgagee made in good faith and for value upon any portion of the Properties; provided, however, that any Mortgagee in actual possession, or any purchaser at any Mortgagee's foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner.

10.11 Injunctive Relief:

Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity.

10.12 Assignability:

The Declarants, its successors and assigns, notwithstanding any other provision herein to the contrary, shall at all times have the right to fully transfer, convey and assign any or all of its right, title and interest under this Declaration provided that such transferee, grantee or assignee shall take such rights subject to all obligations also contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Covenants, Easements, and Restrictions for Ashford Glen Subdivision of Sagamore Hills, Ohio as of the month, day, and year first written above.

DECLARANT

Signed in the presence of the following witnesses as to the Declarant:

Hidden Falls Developers, Ltd.

[Signature]

by: *A. William Gallagher*
A. William Gallagher
President

William S. Gallagher

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

SS.

54326154
Page: 28 of 40
08/06/1999 01:45P
EA 166.00
JAMES B MCCARTHY SUMMIT CO AUDITOR

Before me, a Notary Public in a for said County and State, personally appeared A. William Gallagher, as President of Hidden Falls Developers, Ltd., known to me, who acknowledged that he did sign the foregoing Declaration of Covenants, Easements and Restrictions and that the same is his free act and deed, individually and as President.

In testimony whereof, I have hereunto set my hand and official seal at Cleveland, Ohio ,
on *July 15th*, 199*9*

[Signature]
Notary Public
ROBERT G. SIMPELE, Attorney
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date,
Section 147.03 R.C.



Exhibit A Legal Description

Situated in the Township of Sagamore Hills (formerly Northfield Township), County of Summit, and State of Ohio, and known as being a part of Original Lot Nos. 82 and 83 of said Township.

Beginning at an iron pin monument found at the center line intersection of Chaffee Road, 50 feet wide, and Valley View Road, 100 feet wide, and the Principal Place of Beginning;

Thence South $81^{\circ} 36' 58''$ East along the centerline of Valley View Road, a distance of 149.58 feet to a point of curvature;

Thence along the arc of a curve, deflecting to the left, and having a radius of 2864.79 feet, a central angle of $17^{\circ} 55' 05''$, a tangent of 451.64 feet, a chord which bears North $89^{\circ} 25' 29''$ East, 892.26 feet, a distance of 895.90 feet to a P.K. Nail set;

Thence South $09^{\circ} 32' 03''$ East, a distance of 828.13 feet to a $5/8''$ iron pin set with cap, (#7394 Ciuni and Lynn);

Thence North $85^{\circ} 48' 01''$ East, a distance of 764.57 feet to a $5/8''$ iron pin set with cap, (#7394 Ciuni and Lynn) on the westerly line of land conveyed to the Cleveland Electric and Illuminating Company, (formerly Lake Erie and Pittsburgh Railway Co.), as recorded in Volume 4957, Page 235 of Summit County Deed Records;

Thence South $06^{\circ} 32' 15''$ East along the westerly line of land so conveyed, a distance of 938.83 feet to a $5/8''$ iron pin set with cap, (#7394 Ciuni and Lynn), on the northerly line of lands now or formerly owned by R.T. Hudson, by instrument dated October 18, 1995;

Thence North $89^{\circ} 58' 03''$ West along the northerly line of land so conveyed and its northwesterly prolongation, a distance of 2012.74 feet, to a P.K. Nail set in the centerline of Chaffee Road, 50 feet in width, at its intersection with the northwesterly corner of lands now or formerly owned by A. E. Pruchnicki, Trustee, by instrument dated September 6, 19⁰⁴;

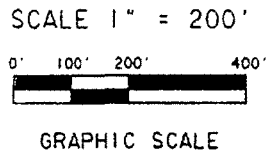
Thence North $01^{\circ} 08' 36''$ West along the centerline of Chaffee Road, and passing through an iron pin monument found, 620.35 feet therefrom, a distance of 1705.47 feet to the Principal Place of Beginning, and continuing 60.2103 acres of land, according to a survey by Ciuni & Lynn Associates Joseph R. Ciuni Registered Surveyor No. 7394 in October 1997 and Revised in March 1998 be the same more or less, but subject to all legal highways and easements of record.



JAMES B MCCARTHY SUMMIT CO AUDITOR

ASHFORD GLEN SUBDIVISION
SAGAMORE HILLS TOWNSHIP
SCALE: 1" = 200'

STATE OF OHIO

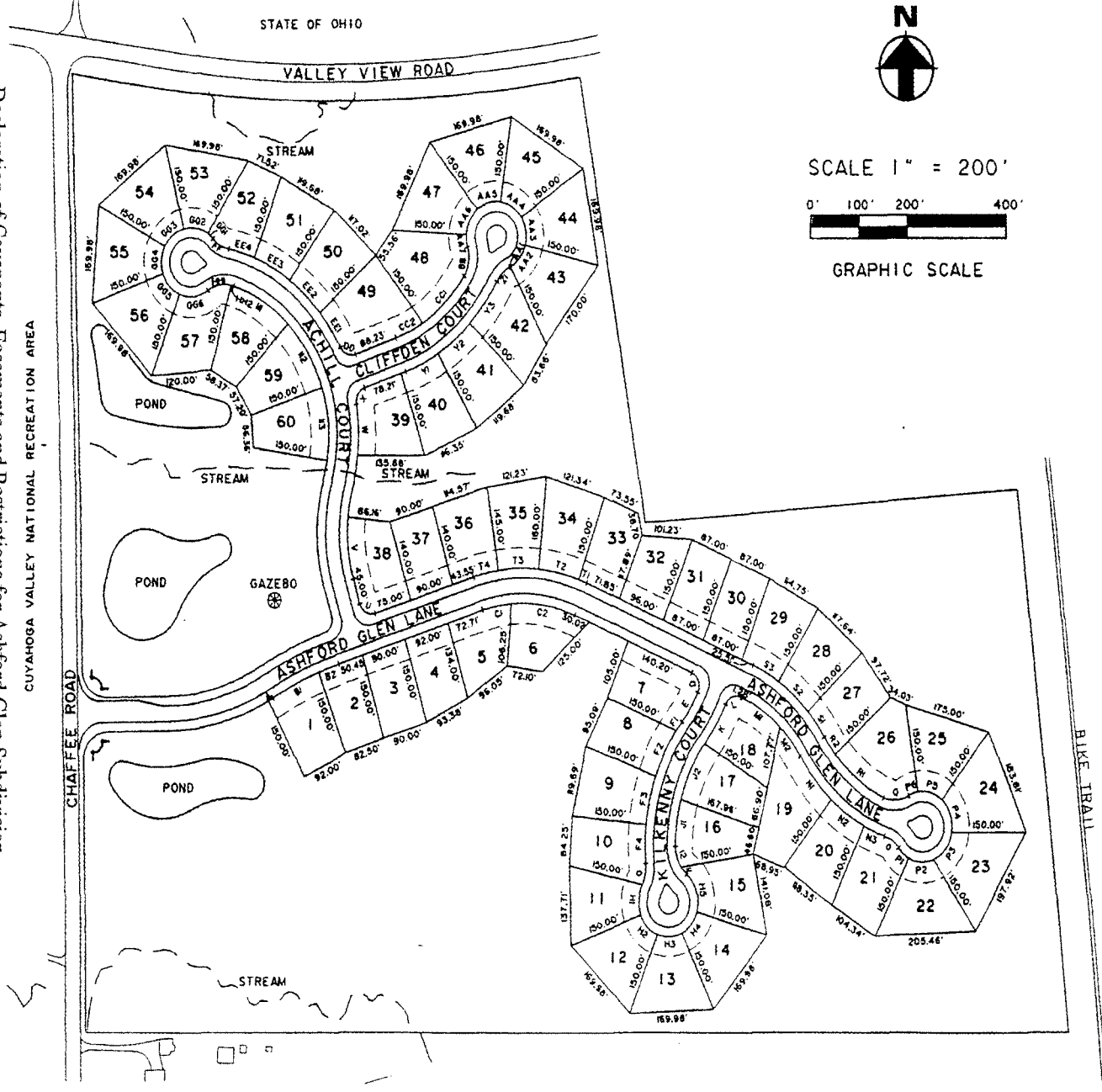


CURVE DATA

| NUMBER | RADIUS | ARC | CHORD | TANGENT | DELTA IAI | CHORD BEARING |
|--------|---------|---------|---------|---------|-----------|---------------|
| A | 430.00' | 9.78' | 9.78' | 4.04' | 01°16'11" | S 60°51'37" W |
| B1 | 870.00' | 102.28' | 102.16' | 81.23' | 06°44'41" | S 64°34'52" W |
| B2 | 870.00' | 41.31' | 41.31' | 20.66' | 03°31'59" | S 70°43'12" W |
| C1 | 270.00' | 36.36' | 36.44' | 29.39' | 13°25'35" | S 78°41'59" W |
| C2 | 270.00' | 130.57' | 129.31' | 68.99' | 27°42'31" | S 81°13'58" E |
| D | 25.00' | 40.71' | 36.36' | 26.49' | 93°18'29" | S 20°43'28" E |
| E | 270.00' | 60.91' | 60.78' | 30.39' | 12°55'32" | S 32°23'33" W |
| F1 | 330.00' | 18.28' | 19.28' | 9.44' | 03°20'00" | S 37°10'54" W |
| F2 | 330.00' | 88.78' | 86.51' | 44.66' | 18°24'50" | S 27°48'04" W |
| F3 | 330.00' | 82.50' | 82.29' | 41.47' | 14°19'26" | S 12°55'55" W |
| F4 | 330.00' | 66.36' | 66.25' | 33.29' | 11°31'17" | S 00°00'34" W |
| G | 60.00' | 36.84' | 36.27' | 19.02' | 38°11'02" | S 11°50'28" W |
| H1 | 60.00' | 52.89' | 51.19' | 28.30' | 50°30'18" | S 04°10'48" W |
| H2 | 60.00' | 50.00' | 48.57' | 26.55' | 47°44'47" | S 44°56'44" E |
| H3 | 60.00' | 50.00' | 48.57' | 26.55' | 47°44'47" | S 87°16'28" W |
| H4 | 60.00' | 50.00' | 48.57' | 26.55' | 47°44'47" | S 39°33'41" W |
| H5 | 60.00' | 71.09' | 67.01' | 40.38' | 87°53'16" | S 18°15'21" E |
| I1 | 80.00' | 16.29' | 16.24' | 8.20' | 15°33'24" | S 44°25'16" E |
| I2 | 80.00' | 37.45' | 36.84' | 19.36' | 35°40'40" | S 18°45'44" E |
| J1 | 270.00' | 80.36' | 80.06' | 40.49' | 17°03'23" | S 07°36'47" W |
| J2 | 270.00' | 106.88' | 106.18' | 54.15' | 22°40'51" | S 27°30'54" W |
| K | 330.00' | 80.35' | 80.16' | 40.38' | 13°57'06" | S 31°32'47" W |
| L | 25.00' | 38.27' | 34.64' | 24.02' | 87°43'03" | S 68°43'46" W |
| M1 | 270.00' | 96.32' | 96.01' | 48.78' | 20°28'58" | S 57°08'13" E |
| M2 | 270.00' | 66.77' | 65.60' | 33.06' | 15°57'22" | S 39°55'04" E |
| N1 | 330.00' | 96.85' | 96.50' | 48.78' | 16°48'56" | S 41°20'50" E |
| N2 | 330.00' | 81.57' | 81.36' | 40.99' | 14°08'45" | S 56°50'11" E |
| N3 | 330.00' | 45.15' | 45.11' | 22.81' | 07°50'18" | S 67°50'12" E |
| O | 60.00' | 36.84' | 36.27' | 19.02' | 35°11'02" | S 34°09'50" E |
| P1 | 60.00' | 27.37' | 27.14' | 13.93' | 28°06'28" | S 49°38'33" E |
| P2 | 60.00' | 51.61' | 50.04' | 27.53' | 49°17'13" | S 87°21'23" E |
| P3 | 60.00' | 61.88' | 59.17' | 34.01' | 59°05'15" | S 38°27'23" W |
| P4 | 60.00' | 61.62' | 58.95' | 33.84' | 58°50'34" | S 20°30'32" E |
| P5 | 60.00' | 61.57' | 50.00' | 27.50' | 49°14'55" | S 74°33'16" E |
| P6 | 60.00' | 18.92' | 19.83' | 10.05' | 19°01'31" | S 71°18'31" W |
| Q | 60.00' | 53.74' | 51.96' | 28.82' | 51°19'04" | S 87°27'17" W |
| R1 | 270.00' | 122.36' | 121.32' | 62.25' | 28°57'8" | S 53°54'13" E |
| R2 | 270.00' | 37.61' | 37.58' | 18.84' | 07°58'82" | S 36°56'48" E |
| S1 | 330.00' | 55.77' | 55.71' | 27.95' | 09°41'00" | S 37°46'52" E |
| S2 | 330.00' | 81.08' | 80.88' | 40.75' | 14°04'40" | S 49°39'42" E |
| S3 | 330.00' | 61.30' | 61.41' | 30.84' | 10°40'41" | S 62°02'22" E |
| T1 | 330.00' | 16.83' | 16.83' | 8.32' | 02°53'16" | S 88°48'21" E |
| T2 | 330.00' | 82.50' | 82.29' | 41.47' | 14°19'26" | S 77°25'42" E |
| T3 | 330.00' | 82.50' | 82.29' | 41.47' | 14°19'26" | S 88°14'52" W |
| U | 25.00' | 49.53' | 49.48' | 24.81' | 08°35'58" | S 76°47'10" W |
| V | 270.00' | 106.83' | 106.14' | 54.12' | 22°40'14" | S 08°10'42" E |
| W | 330.00' | 89.74' | 89.46' | 45.15' | 15°54'46" | S 01°51'01" E |
| X | 25.00' | 35.36' | 32.50' | 21.38' | 81°05'14" | S 30°54'12" W |
| Y1 | 330.00' | 73.30' | 73.18' | 36.80' | 12°43'33" | S 45°05'02" W |
| Y2 | 330.00' | 82.60' | 82.28' | 41.46' | 14°19'24" | S 51°33'33" W |
| Y3 | 330.00' | 69.11' | 68.84' | 44.83' | 15°28'16" | S 36°39'43" W |
| Z | 60.00' | 36.84' | 36.27' | 19.02' | 35°11'02" | S 46°51'06" W |
| AA1 | 60.00' | 2.50' | 2.50' | 1.25' | 02°23'29" | S 62°54'52" W |
| AA2 | 60.00' | 50.00' | 48.57' | 26.55' | 47°44'48" | S 37°50'44" W |
| AA3 | 60.00' | 50.00' | 48.57' | 26.55' | 47°44'47" | S 09°54'03" E |
| AA4 | 60.00' | 50.00' | 48.57' | 26.55' | 47°44'47" | S 37°38'51" E |
| AA5 | 60.00' | 50.00' | 48.57' | 26.55' | 47°44'47" | S 74°36'22" W |
| AA6 | 60.00' | 50.00' | 48.57' | 26.55' | 47°44'45" | S 26°51'38" W |
| AA7 | 60.00' | 21.48' | 21.36' | 10.85' | 20°30'32" | S 07°18'03" E |
| BB | 60.00' | 53.74' | 51.96' | 28.82' | 51°19'04" | S 08°08'14" W |
| CC1 | 270.00' | 117.46' | 116.54' | 59.67' | 24°55'32" | S 46°15'32" W |
| CC2 | 270.00' | 59.87' | 59.84' | 30.11' | 12°43'31" | S 65°02'03" W |
| DD | 25.00' | 35.36' | 32.50' | 21.38' | 81°05'14" | S 68°00'34" E |
| EE1 | 330.00' | 71.60' | 71.46' | 35.94' | 12°25'54" | S 33°40'54" E |
| EE2 | 330.00' | 82.50' | 82.29' | 41.47' | 14°19'26" | S 47°03'54" E |
| EE3 | 330.00' | 82.50' | 82.29' | 41.47' | 14°19'26" | S 61°23'00" E |
| EE4 | 330.00' | 53.51' | 53.45' | 26.82' | 09°17'28" | S 73°11'27" E |
| FF | 60.00' | 36.84' | 36.27' | 19.02' | 35°11'02" | S 80°14'40" E |
| GG1 | 60.00' | 14.48' | 14.45' | 7.28' | 13°49'41" | S 49°34'00" E |
| GG2 | 60.00' | 50.00' | 48.57' | 26.55' | 47°44'48" | S 80°21'14" E |
| GG3 | 60.00' | 50.00' | 48.57' | 26.55' | 47°44'47" | S 51°53'58" W |
| GG4 | 60.00' | 50.00' | 48.57' | 26.55' | 47°44'47" | S 04°08'11" W |
| GG5 | 60.00' | 50.00' | 48.57' | 26.55' | 47°44'47" | S 43°35'36" E |
| GG6 | 60.00' | 59.50' | 57.09' | 32.45' | 56°49'03" | S 84°07'26" W |
| HH1 | 60.00' | 49.01' | 47.66' | 25.97' | 46°48'18" | S 79°07'04" W |
| HH2 | 60.00' | 4.73' | 4.72' | 2.36' | 04°30'46" | S 75°13'24" E |
| II1 | 270.00' | 126.80' | 126.80' | 63.23' | 27°09'45" | S 59°23'08" E |
| II2 | 270.00' | 126.80' | 126.70' | 63.26' | 27°34'31" | S 32°01'00" E |
| II3 | 270.00' | 126.80' | 126.80' | 63.23' | 27°09'45" | S 04°58'52" E |

Declaration of Covenants, Easements and Restrictions for Ashford Glen Subdivision

Exhibit B
Preliminary Plat



CUYAHOGA VALLEY NATIONAL RECREATION AREA

Exhibit C

Ashford Glen Architectural Review Committee Design Guidelines and Minimum Development Standards:

Development Concept

Ashford Glen is a unique development designed to compliment the surrounding countryside. The lots and streets have been positioned in such a way as to blend naturally with the wonderful rolling topography of the site.

Like the development, the structures to be built within the development must compliment the environment in shape, massing and texture. Spatial compatibility and quality of detail will be part of the criteria for approval for any structure within the development.

Development Policy

By the authority established in Section 4 of the "Declaration of Covenants, Easements and Restrictions for "ASHFORD GLEN", (Master Declarations), the following are the minimum building standards for Ashford Glen as interpreted and applied by the Architectural Review Committee). The purpose of the ARC is to guide development with a view to maximum compatibility of construction and landscaping with the natural topography and development concept of Ashford Glen.

The ARC seeks to assure that the topography should dictate what is proposed on any particular parcel. Construction, grading, landscaping and irrigation plans must be submitted for design approval prior to proceeding with any site work or construction. The ARC will meet as required when necessary to review all applications.

Individuals contemplating construction, landscaping, additions or alterations are required to obtain the prior approval of the ARC by written request to:

Ashford Glen Subdivision
Design Review Committee
10019 Cliff Dr.
Cleveland, Ohio 44102



Adopted: November 19, 1998

ASHFORD GLEN DESIGN GUIDELINES

SUMMARY

The following summarizes those design elements which the Architectural Review Committee (ARC) Requires, recommends and encourages:

1. Use of professionals qualified in the fields of planning, architecture, landscape design and surveying.
2. Compliance with all deed restrictions as found in the Master Declaration.
3. Sagamore Hills Township and Summit County latest building and zoning regulations.
4. Preservation of the natural character of the site and topography.
5. Overall good design with high-grade superior quality construction. Use of natural materials for the exterior finish such as stone, brick, stucco or wood are preferred. The use of aluminum or vinyl products will not be encouraged on the exterior of any structure.
6. Emphasis on the aesthetics of exterior architectural and landscape design.

MINIMUM PLANNING AND MASSING STANDARDS

1. All dwellings shall be used for only single family purposes.
2. Set Backs shall be in general:
 - a. Front yard 35' minimum plus 12' utility easement (47' minimum from back of curb)
 - b. Side yard 20' minimum separation between dwellings
 - c. Rear yard 10' minimum

The final position of the proposed dwelling and final grade will be at the sole discretion of the ARC.

3. Minimum floor areas are:

One floor greater than 2,250 square feet. (ranch)
Story and a half greater than 2,500 square feet. (Cape Cod)
Multi-floor greater than 2,750 square feet. (colonial)

4. Maximum height:



JAMES B MCCARTHY SUMMIT CO AUDITOR

54326154
Page: 32 of 40
08/06/1999 01:45P
EA 166.00



This is to be determined on a dwelling by dwelling basis based on spatial compatibility. Not to exceed 35'.

5. Driveways are to be concrete, patterned stone or brick.

EXTERIOR ELEVATIONS

1. Exterior elevations of all new and future alterations will be reviewed for architectural design, materials and for aesthetic appearance in terms of the overall dwelling and its relationship to other homes in the neighborhood.
2. Approval of all new exterior design and future alterations will be based on overall design themes and will consider; a) mass and scale; b) materials, textures, color and finishes; c) continuity between primary design elements and secondary treatments; d) placement of windows, doors and openings; e) vertical and horizontal lines; f) roof pitches.
3. The ARC may bar any proposed new construction or changes to existing homes on purely aesthetic grounds if in its sole judgement such action is required to maintain the standards of Ashford Glen.
4. The approval of plans for a specific site does not automatically imply approval by the ARC of identical or similar plans for another building site within the development.

EXTERIOR MATERIALS

1. The selection of exterior materials shall be harmonious with the architectural style of each dwelling unit and the community development as a whole. Natural materials are required however some synthetic materials are allowed pending ARC approval.
2. The following exterior materials are not approved for construction: Fiberglass, aluminum, logs, or fiberglass garage doors. High quality simulated stone from natural materials will be considered on their own merit by the ARC but are subject to disapproval. Modular prefabricated homes will not be permitted.
3. The ARC shall have the final approval of all exterior color submittals and each applicant must submit to the ARC as part of the final review, a sample board showing the color and specific material of the roof, exterior walls, shutters, trim and other exterior construction items.
4. Roofing materials should be dimensional asphalt/fiberglass shingles, wood shakes, slate, concrete, ceramic, copper, standing seam metal.

FENCES

1. Attempts to establish property lines through individual fencing are not approved. Every effort must be made to retain the feeling of open space.



2. No wall, fence coping or boundary planting may be constructed or maintained in such a manner as to interfere with the vision of drivers at any intersection of streets or roads.
3. No chain link fences shall be permitted.
4. Fence height shall not be more than six (6) feet.

LANDSCAPING

1. All property within a subplot including easements and right of ways must be landscaped in a professional manner in accordance with ARC specifications.
2. A plan for the irrigation of the landscaped areas must accompany the application to the ARC. The approved irrigation plan must be executed with the landscape work.
3. An exterior lighting plan for all homes is required. This plan shall insure that the Subdivision shall not suffer light pollution or that lights shall shine into adjoining property.

ACCESSORY STRUCTURES

1. Accessory structures (i.e. play houses, tool sheds) will not be permitted unless the approval of the ARC is obtained. Dog runs will not be permitted.
2. All playground equipment will be placed in the rear yard and only with the prior approval of the ARC.
3. Applicants shall be responsible for all utility services from the point of utility company connections underground to the applicant's home site. All utilities shall be underground with all service equipment shielded by landscaping.
4. Mailboxes and newspaper containers shall be specified as to their style and the location by the ARC.

CONSTRUCTION REQUIREMENTS

1. All job sites will be kept in a clean and orderly condition. No materials will be stored or placed in the swale or right of way areas. Debris shall be removed weekly at a minimum.
2. No signage is permitted at any job site unless required by law or approved by the ARC.
3. All lot corners, perimeter foundation corners, principal patio and deck corners, driveways and walks shall be staked at the lot owners expense.
4. All builders or homeowners are required to keep on record a 24-hr. emergency phone number.



5. No alcoholic beverages or illegal drugs are permitted on any job site.
6. The playing of loud music is prohibited.
7. Any agent, subcontractor, employees or builders who violate construction site requirements or any other ARC criteria will be removed and prohibited from entering Ashford Glen for construction related purposes.
8. Normal hours of operation shall be observed.
9. Owners, and contractors shall not allow mud, dirt or construction debris to be deposited on any public roadway or adjacent building lot. All contractors and their subcontractors will strictly adhere to this policy. Immediate clean up of all truck debris and mud shall be performed by the owner or contractor of the building site.
10. Damage done to any curbs, roadways, driveways, utilities of the common areas or right of ways by owners or contractor shall be the responsibility of the owners or the contractors employed by them. Repairs necessitated by this form of damage may be performed by the developers and billed to the property owner of the lot engaging said contractors.

ASHFORD GLEN APPROVAL PROCESS

The following outline of steps may be further augmented and detailed by the ARC from time to time. No construction or site disturbance of any nature whatsoever may take place until required approvals are obtained from the (ARC).

PRELIMINARY DESIGN REVIEW

The applicant may submit preliminary schematic plans (2 sets), consisting of the following.

1. Site Plan – Including grading and utility plan.
1" = 20' minimum
2. Floor Plans
1/4" = 1'
3. Exterior Elevations – All sides
1/4" = 1'
4. Exterior materials color and finish.
5. Request for any variance.

The ARC will review the design documents within fifteen- (15) days and return one (1) set of plans to the applicant with appropriate comments. The purpose of this is to insure that plans will meet the Ashford Glen's Architectural Review Committee standards without spending unnecessary funds for complete architectural services.

FINAL DESIGN REVIEW

The applicant may submit two (2) sets of the final construction plans, together with actual material samples, product photographs and color chips to be utilized, supplemented with the following minimum plans and materials:

1. Site Plan, Topography, Landscape and Irrigation Plans.
2. Floor Plans
3. Building Sections
4. Exterior Elevations, All Sides
5. Window Schedule listing, Type, Size and Finish
6. Door Schedule, listing Type, Size and Finish
7. Patios/Decks: Materials, Size and Finish
8. Screened enclosures
9. Mechanical Equipment: Location and Screening Detail
10. Driveway: Materials and Finish
11. Exterior Lighting Detail
12. Color and Material Selections
 - a. Siding – manufacturer, color, specifications and sample required
 - b. Shingle -- manufacturer, color, and sample required
 - c. Brick or Stone -- manufacturer, color, and sample required
 - d. Shutters – material, color and color chart
 - e. Trim – material, color and color chart
 - f. Soffit – material, color and color chart
 - g. Exterior Doors – material, color and color chart
 - h. Garage Door – material, color and color chart
 - i. Gutters and Downspouts – material, color and color chart

The ARC will review all design documents, sample materials and color chips and return one (1) set of plans to the applicant within fifteen (15) days with the necessary approval or appropriate comments in the event of conditional approval or disapproval. See, submittal form for the above.

APPROPRIATE BUILDING DEPARTMENT

The applicant must submit the ARC approved final construction plans to A) The Sagamore Hills Township Zoning Department, B) The Summit County Building Department and C) Any other Agency having jurisdiction for the issuance of required permits and fees.

DESIGN DOCUMENT CHANGES

The applicant must notify the ARC prior to making any changes to approved plans. A letter with applicable supporting data (as required) must be submitted for file. Any deviations, as determined solely by the ARC, may require ARC approval prior to commencement of work with respect to any changes. The ARC reserves the right to inspect construction in progress for conformity with approved design documents and applicant is expected to fully cooperate with the ARC at all times.

DESIGN DOCUMENTS

In order to provide a systematic and uniform review of the proposed construction, the design documents should adhere to the criteria outlined below.

SITE PLAN: Scale 1" = 20'

Property Lines
Building Setback Lines
Easements
Right-of-ways
Driveways
Patios/Decks
Walkways
Drainage Plan
Dwelling Overhangs-first and second floors
Landscape and Irrigation Plans
Topography – Existing and Proposed Finish Grade
Equipment
Retaining Walls and Screening
Exterior Lighting



FLOOR PLANS: Scale 1/4" = 1'

Basement (Lower Level)
First Floor



Second Floor
Garage
List Gross Square Footage of each Floor

EXTERIOR ELEVATIONS: Scale 1/4" = 1'

Existing Grade
Cuts and Fills
All Exterior Views of all Structures including Materials, Color and Texture.

BUILDING SECTION: Scale 3/4" = 1'

Wall/Roof Section
Roof Pitch, Material and Color.

ASHFORD GLEN COMMITTEE POLICY

DESIGN REVIEW COMMITTEE RESPONSIBILITIES

On behalf of the Master Association, the Architectural Review Committee (ARC) is empowered to perform the following services:

1. To establish architectural criteria and exterior design themes for the Community.
2. To establish design review criteria for the protection of property values and to provide the best possible safeguards for continuing appreciation.
3. To review all design review applications for compliance with design review criteria.
4. To assure compatible architectural designs and harmonious relationships with neighboring building sites.
5. To enforce high standards of design and quality construction.
6. To assure properties are properly maintained.
7. To monitor violations of design criteria and advise the Master Association's Board of Trustees of appropriate action.
8. To amend design review criteria as required by changing standards.
9. To contact applicant whose plans and specifications have been disapproved or conditionally approved and to provide reasonable assistance and recommendations for adjustment to bring applications into compliance with design review criteria.



- 10. To maintain records of applications and design documents.
- 11. To inform members of the Master Association regarding activities of the Design Review Committee and changes in criteria as they may occur.

APPLICANT’S RESPONSIBILITIES

The ARC assumes no liability for applicant’s responsibilities, which include but are not limited to the following:

- 1. Performance or quality of work by any contractor or subcontractor.
- 2. Compliance with all laws, codes and ordinances of any governmental body or agency.
- 3. Obtain all necessary permits and bonds required of any governmental agency or body.
- 4. Determination of structural, mechanical, electrical and all other technical aspects of a proposed design that can only be determined by competent professionals.
- 5. Determination of environmental restrictions, drainage and grading requirements and all subsurface soil conditions.
- 6. Compliance with the Master Declaration on all ARC criteria.
- 7. Accuracy of all stakeouts and surveys.

DESIGN REVIEW APPROVAL

Construction of new homes and any changes, modifications, alterations or improvements to existing homes must receive final ARC approval of the design’s aesthetic merit prior to obtaining County issued building permits to assure buildings health and safety codes are met. The ARC is neither qualified nor assumes liability for reviewing plans and specifications for building code compliance.

VARIANCES

All requests to the ARC for variances from the requirements set forth in the guideline or any other rules or regulations shall be made in writing. Any variance granted shall be considered unique and will not set any precedent for future decisions by the ARC.

APPEAL

If an applicant has been denied or the approval is subject to limiting conditions which the applicant feels are unfair, the applicant may after receipt of a written denial or limited approval of the application, request a hearing before the full Board of Trustees of the Master Association. The request must be in writing. Applicant will be notified of a hearing date.

WRITTEN APPROVALS – ORAL STATEMENTS

Applications for preliminary design review will be returned with the ARC's decision, comments and limiting conditions signed by a member of the ARC along with one set of design documents. The foregoing items shall be the sole source of reference regarding ARC approval and oral statements shall not be relied upon unless incorporated into written approvals or noted on design documents and signed by the ARC.

ADDITIONS – REMODELING – IMPROVEMENTS

Applicants for changes, modifications, alterations and improvements to existing homes shall consult with the ARC to determine the design documents required for approval. No work shall commence without approval of the ARC. This includes without limitation, repainting of a home if another color is used other than the original approved by the ARC. This does not include normal maintenance not affecting the original approved design or color scheme.

CONSTRUCTION CHANGES

All construction must be completed in accordance with the application and design documents as approved. Exterior changes to subject property must receive prior approval from the ARC. Applicants requesting design change approval must consult with the ARC to determine design documents required if any for approval.

CONSTRUCTION INSPECTIONS

Periodic inspections may be made by the ARC while construction is in progress only to determine compliance with the approved design documents and construction quality. Code compliance shall remain the responsibility of the permit issuer. The ARC is empowered to enforce its policies as set forth in the Master Declaration and these guidelines, by any action, including an action in court of law or equity to assure compliance.

ENFORCEMENT

In the event of a breach or any attempt or threatened breach of any term, covenant, condition, restriction, right or procedure set forth herein, the ARC shall be entitled within the limits prescribed in "Section 10 *et seq.*- Enforcement" found in the Declaration of Covenants, Conditions Easements and Restrictions, adopted bylaws of ASHFORD GLEN HOMEOWNERS ASSOCIATION, to enforce and police defined violations.

