

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF EASEMENTS

FOR

Steward - Assoc

THE WOODLAND VILLAS SUBDIVISION
CUYAHOGA FALLS, SUMMIT COUNTY, OHIO

Declarant, **WOODLAND VILLAS, LLC**, an Ohio limited liability company, is the owner of certain real estate in the City of Cuyahoga Falls, Summit County Ohio, described in Exhibit A, attached hereto and incorporated herein (hereinafter referred to as "Property").

Declarant hereby declares that the Property will be held, sold and conveyed subject to the covenants, conditions, restrictions and reservation of easements herein, which are for the purpose of protecting the value and desirability of and which will run with the Property submitted hereunder, together with such additional property as may subsequently be added, and which are binding on all parties having any right, title or interest in the Property, and their successors and assigns, and which shall inure to the benefit of each owner of any portion thereof.

ARTICLE I
DEFINITIONS

- 1.1. **Additional Land.** "Additional Land" means the property that may be made subject to this Declaration in the future pursuant to Article XII.
- 1.2. **Allocated Interests.** "Allocated Interests" means the Common Expense Liability and votes in the Association as set forth in Article III.
- 1.3. **Assessments.** "Assessments" means the Annual General Assessment, Working Capital Fund Assessment, Special Assessment, and all other assessments, charges, expenses, and liabilities allocated to a Lot as further established by Article VII of this Declaration.
- 1.4. **Association.** "Association" means The Woodland Villas Homeowners Association, Inc., an Ohio nonprofit corporation, its successors and assigns. Except as the context may otherwise require "Association" means the Board of Directors acting on behalf of the Association.

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- 1.5. Board.** "Board" means the Board of Directors of the Association.
- 1.6. Builder.** "Builder" means any person or entity (including the Declarant) that acquires a Lot for the purpose of improving that Lot and erecting a Dwelling Unit thereon for resale to an Owner.
- 1.7. Code of Regulations.** "Code of Regulations" means the bylaws of the Association attached as Exhibit B.
- 1.8. Common Elements.** "Common Elements" means any property the Association holds in fee or has use of pursuant to a lease or easement other than a Lot, including but not limited to easements in favor of the Association.
- 1.9. Common Expense Liability.** "Common Expense Liability" means the liability for Common Expenses allocated to each Lot pursuant to Article III, of this Declaration.
- 1.10. Common Expenses.** "Common Expenses" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.
- 1.11. Declarant.** "Declarant" means Woodland Villas, LLC, its successors and assigns.
- 1.12. Declarant Control Period.** "Declarant Control Period" means the period of time that the Declarant may appoint, remove and re-organize the members of the Board of Directors and the officers of the Association as more fully set forth in Article XIII.
- 1.13. Declaration.** "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for The Woodland Villas Subdivision, including any amendments hereto.
- 1.14. Dwelling Unit.** "Dwelling Unit" means a building situated on the Property designed and intended for use and occupancy as a single-family residence.
- 1.15. Fiscal Year.** "Fiscal Year" means January 1st through December 31st, or as subsequently determined by the Board of Directors.
- 1.16. Lot.** "Lot" means the physical portion of the Property designated for separate ownership or occupancy, the boundaries of which are described pursuant to Article II, Section 2.1.
- 1.17. Member.** "Member" means any person or entity entitled to membership in the Association as provided herein.
- 1.18. Occupant.** "Occupant" means any person in possession of a Lot or Dwelling Unit whether or not such possession is lawful and includes but is not be limited to, an Owner's family members, guests, invitees, tenants and lessees.
- 1.19. Owner.** "Owner" means the Declarant or other person or entity who owns a Lot, but does not include a person or entity having an interest in a Lot solely as security for an obligation.



1.20. Property. "Property" means the real estate described in Exhibit A attached hereto and any other property that may be made subject to the terms of this Declaration, together with any improvements made thereon.

1.21. Record Plat. "Record Plat" means the record plat for The Woodland Villas Subdivision recorded with the Summit County Fiscal Office on November 1, 2018 as Instrument No. 56424050 and any subsequent plats or replats made subject to this Declaration.

1.22. Successor Declarant. "Successor Declarant" means any person or entity who succeeds to the Development Rights pursuant to Article XII of this Declaration.

1.23. Surface Water Management System. "Surface Water Management System" means the system designed for the Property by the Declarant for storm water, soil erosion and sediment control as more fully defined in Article V herein.

ARTICLE II LOTS

2.1. Description of Lot Boundaries. The boundaries of the Lots are those as set forth on the Record Plat.

ARTICLE III ALLOCATION OF ALLOCATED INTERESTS

3.1. Common Expense Liability. The allocation of Allocated Interests for Common Expense Liability will be determined in accordance with the allocation of the various assessments as set forth in Article VII, Section 7.3.

3.2. Votes in the Association. The allocation of Allocated Interests for voting purposes is one vote per Lot.

ARTICLE IV COMMON ELEMENTS AND EASEMENTS

4.1. Description. The Common Elements are all portions of the Property including but not limited to any mound and tree buffers, detention and retention basins, all entrance monuments at the entrance to the community. The Common Elements include any portion of the Property owned by the Association in fee or by easement or leased to the Association.

4.2. Easements. The Lots and Common Elements are subject to certain easements. These easements are appurtenant to and pass with the title to the Lots.

4.2.1. Enjoyment. The Common Elements are subject to an easement of enjoyment in favor of the Lots and Owners. Such easements are limited to the purposes for which the easements are created. Nothing herein shall be construed to provide any right of access to the Lots by any persons who are not Owners thereof.

4.2.2. Access. A non-exclusive easement is granted to all police, fire and other emergency personnel, and to all similar governmental or quasi-governmental persons or agencies, and to the local, state and national governmental or quasi-governmental agencies and their employees, but not to the public in general, to enter upon the Common Elements in the performance of their duties.

4.2.3. The City of Cuyahoga Falls. A non-exclusive easement is granted to the City of Cuyahoga Falls, and to all police, fire and other emergency personnel, ambulance operators, delivery, garbage and trash removal personnel, and to all similar persons, and to the local governmental authorities, but not to the public in general, to enter upon the Common Elements and the Surface Water Management System in the performance of their duties.

4.2.4. Utility Easements. The Lots and Common Elements are subject to and there is hereby granted an easement as shown on the Record Plat and more particularly described therein in favor of appropriate utility and service companies and government agencies or authorities for such utility and service lines and equipment as more fully described on the Record Plat.

4.2.5. Maintenance Easement. There is hereby reserved for the benefit of the Association and the City of Cuyahoga Falls, and their respective agents, employees, successors, and assigns, an alienable, transferable and perpetual right and easement to enter upon any and all Lots for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash and debris in order to maintain reasonable standards of health, fire safety and appearance within the Property, provided that such easements shall not impose any duty or obligation upon Declarant, the City of Cuyahoga Falls, or the Association to perform any such actions.

4.3. Owner's Delegation Rights. Any Owner may delegate his or her easement rights and rights of enjoyment to the Common Elements to any occupants, guests, invitees, tenants or lessees thereof. Any Owner who leases his or her Lot to another party is deemed to have delegated such rights to such other party during the term of such lease. Any such delegation, however, must be in accordance with and subject to reasonable rules, regulations and limitation as may be adopted by the Association in accordance with its Code of Regulations.

4.4. Limitation on Common Elements and Easements. All Common Elements, easements and rights granted herein are subject to:

4.4.1. Restrictions set forth in this Declaration.

4.4.2. Any rules and regulations adopted by the Association and the right to enforce such rules and regulations consistent with this Declaration.

4.4.3. The right of the Association to levy assessments for the Common Expenses and other assessments as set forth herein.

4.4.4. The right of the Declarant and the Association to amend the Record Plat and to grant further rights and easements within, upon, over, under, and across the Common Elements for the benefit of the Owners, the Association or Declarant. The Association, however, has no right to amend the Record Plat with respect to the Lots.

4.4.5. All rights granted to the Association in this Declaration.

**ARTICLE V
SURFACE WATER MANAGEMENT**

5.1. Storm Water Easement and Surface Water Management System. The Declarant and Association have a non-exclusive right and easement in common to utilize the watercourses, ditches, waterways, lakes, courses, swales, retention basins, detention basins, spillway flow paths, courses, storm sewers, concrete gutters, mechanical devices, and drainage pipes ("Surface Water Management System") in, under, and over the Property, including but not limited to the Lots, Common Elements, and any open spaces shown on the Record Plat (the "Open Spaces"), for the purpose of storm water, soil erosion and sediment control, and the drainage of surface waters on the Property, said right of ways and easements being hereby established for said purposes ("Storm Water Easement"). The Surface Water Management System includes the "Storm Easements" as defined herein and any "Storm Easements" and "Stormwater Management Easement" as shown on the Record Plat. Such easements shall not run to the public at large. The Association shall maintain and administer the Surface Water Management System in accordance with the guidelines as may be promulgated from time to time by the State of Ohio, Summit County and/or the City of Cuyahoga Falls. The Association has primary responsibility for the maintenance of the Surface Water Management System.

5.2. Storm Water Lot Easement and Lots. Each Lot is subject to and is benefited by the Storm Easements. Unless otherwise provided in the Record Plat, each Lot is subject to a five (5) foot private drainage easement along each side lot line and a five (5) foot private drainage easement along the rear lot line. Such easements are non-exclusive as to the Owners and run to the Association. Such easements, however, shall not run to the public at large. No Owner shall do anything within a Lot or Dwelling Unit that unreasonably increases the flow of surface water.

5.3. Access to Lots. For the purpose solely of performing the maintenance required or authorized herein, the Association, through its duly authorized agents or employees, or subcontractors, have the right, after reasonable notice to the Owner, to enter upon the Lot at reasonable hours on any day. In case of emergency, no notice is required to enter upon a Lot.

5.4. Individual Maintenance. Notwithstanding Article V, Section 5.1 above, each Owner must maintain that portion of the Surface Water Management System that is located within and serves only that Owner's Lot. Such maintenance responsibility includes keeping these easements clean and unobstructed, which includes but is not limited to grass-cutting and vegetation control within the easements located on that Owner's Lot. Maintenance of the Surface Water Management System must be in accordance with the guidelines and standards set forth by the City of Cuyahoga Falls and Summit County. If any portion of the Surface Water Management System serving only one Lot is damaged, the Owner of that Lot must promptly cause it to be repaired.

5.5. Maintenance and Repair. Except for those portions of the Surface Water Management System that are located within and serve only one Owner's Lot as described in Article V, Section 5.4 above, the Association shall provide for all maintenance and repair of the Surface Water Management System including the following:

5.5.1. Inspection of the outlet pipe to check for structural integrity, obstructions, and condition of rip rap quarterly and after any visual inspection during other routine maintenance.

5.5.2. Inspection for sediment accumulation annually and the removal of sediment accumulation every five to ten years as needed.

5.5.3. Examination of side slopes for erosion twice a year in the spring and fall and after any major storm events. Any damage observed must be repaired immediately by filling in eroded areas with topsoil, seeding, and mulch or straw to prevent it from being washed into the basin or other methods required to stabilize the banks.

5.5.4. Mowing at least once per year.

5.5.5. No unnatural fertilization shall take place in the detention basin.

5.5.6. Record keeping of all inspections, observations, and maintenance activities performed.

5.6. Restriction on Use. No Owner may use or permit any other persons to use the Surface Water Management System in any manner which would constitute a nuisance, hazard or unsanitary condition or be in violation of any local, state, or federal law ordinance, rule, regulation or statute or inconsistent with this Declaration.

5.7. Reservation of Easement Rights. The Declarant reserves the right to allow any Additional Land submitted by Declarant to utilize the Surface Water Management System.

5.8. Annual Report. The Association must complete an annual inspection of the Surface Water Management System and submit a corresponding annual written report to the Engineer of the City of Cuyahoga Falls by June 1st of each year. The report, at a minimum, must include the following items:

5.8.1. The date of inspection;

5.8.2. Vicinity sketch showing general area where the Surface Water Management System is located;

5.8.3. A summary of all maintenance activities with respect to the Surface Water Management System that have taken place since the previous year's annual inspection;

5.8.4. Current photos of and a description of the condition of design features specific to the Surface Water Management System;

5.8.5. Indication of any deviations from the original approved plan for the Surface Water Management System;

5.8.6. Identification of any improvements necessary to restore original design function of the Surface Water Management System;



5.8.7. A summary of maintenance activities that will be undertaken in the next six (6) months with respect to the Surface Water Management System;

5.8.8. Any other items of information with respect to the Surface Water Management System reasonably requested by the City Engineer;

5.8.9. Identification and contact information of the entity responsible for maintenance of the Surface Water Management System;

5.8.10. Identification, contact information and seal with original signature and date of the person responsible for preparing the annual report;

5.8.11. To ensure compliance hereof, the Association hereby grants the City of Cuyahoga Falls, its authorized agents and employees, the right to enter upon the Property and to inspect the Surface Water Management System whenever the City of Cuyahoga Falls deems necessary. The City of Cuyahoga Falls shall provide the Association copies of the inspection finding and a directive to commence with any necessary repairs.

5.9. Alteration Prohibition. The Association must not alter the Surface Water Management System without the prior written approval of the City of Cuyahoga Falls Engineer.

5.10. Open Spaces; Conservation Easements. In accordance with the approval stipulations imposed by the City of Cuyahoga Falls, Open Space Block E on the Plat will be deeded to the City of Cuyahoga Falls because it is best equipped to preserve open space land. Open Space Block F (detention basins) shall be owned and maintained by the Association. This detention area shall incorporate naturalized landscaping (consistent with City of Cuyahoga Falls Codified Ordinance Section 1145.03D) that includes varied native and non-native grasses and wildflowers comparable to those found in undisturbed natural environments. Block G shall include an 8' to 10' wide asphalt or concrete multi-purpose trail that connects South and West Woodland Drives. Block G shall be deeded to the City of Cuyahoga Falls. In addition, conservation easements will be included in all conveyance deeds for Lot Nos. 1, 11, 12, 13, 14, 17, 61, 62, 63, 67 and 68 as the same are currently depicted in the Plat.

5.11. Rights of the City of Cuyahoga Falls in the Event of Default by the Association. In the event of any default or failure by the Association in the performance of any of the covenants and warranties pertaining to the Association's maintenance of the Surface Water Management System, or if the Association fails to maintain the Surface Water Management System in accordance with the approved design standards and with the law and applicable executive regulation, and in either case, the Association fails to correct such default or failure within thirty (30) days after Association receives written notice of such default from the City of Cuyahoga Falls, or to begin to take action to correct such default or failure within such thirty (30) day period if the correction of such default or failure cannot reasonably be completed within such thirty (30) day period, or in the event of an emergency as determined by the City of Cuyahoga Falls in its sole discretion, the City of Cuyahoga Falls, after providing reasonable notice to the Association, may enter upon the Property and take whatever steps are reasonably necessary to correct deficiencies identified in the inspection report and to charge the reasonable cost of such repairs to the Association. The Association will reimburse the City of Cuyahoga Falls upon demand, within thirty (30) days of receipt thereof for all actual cost incurred by the City of Cuyahoga Falls hereunder. All reasonable costs thereof expended by the City



of Cuyahoga Falls in performing such necessary maintenance or repairs shall constitute a lien against the Property. However, nothing herein obligates the City of Cuyahoga Falls to maintain the Surface Water Management System.

5.12. Release of City: The Association hereby releases the City of Cuyahoga Falls and its employees, officers and assigns from all damages, accidents, casualties, occurrences, or claims that might arise or be asserted from the construction, presence, existence, or maintenance of the Surface Water Management System in accordance with the terms set forth herein, except for such damages, accidents, casualties, occurrences or claims that arise out of the negligence or willful misconduct of the City of Cuyahoga Falls or its employees, officers and assigns.

ARTICLE VI OWNERS ASSOCIATION

6.1. Formation. The Declarant has caused or will cause to be chartered in accordance with Chapter 1702 of the Ohio Revised Code, a nonprofit corporation named The Woodland Villas Homeowners Association, Inc. The purposes for the Association are to provide for the administrative governance, maintenance and upkeep of the Property and to promote the health, safety, and welfare of the Owners and Occupants of the Property.

6.2. Membership. The membership of the Association will at all times consist exclusively of Owners of the Lots. All such Owners are Members of the Association. Membership is appurtenant to and may not be separated from such ownership.

6.3. Powers of the Association. Subject to Special Declarant Rights hereinafter set forth, the Association may:

6.3.1. adopt and amend a Code of Regulations for the government of the Association, the conduct of its affairs and the management of the Property;

6.3.2. adopt rules and regulations for the use and occupation of the Common Elements and to enforce violations of the rules and regulation and the provisions and restrictions of the Declaration as against the Owners and Occupants;

6.3.3. adopt and amend architectural standards and design guidelines for the Property that are consistent with or exceed the Residential Neighborhood Design Standards and Building Setbacks (Section 1142.02 General Design Standards and Table 1132-2 Residential Lot and Design Standards) as set forth in the proposed home designs submitted by Ryan Home to the City of Cuyahoga Falls and approved in the Staff Report of the City of Cuyahoga Falls Planning Commission on June 5, 2018. In addition, 50% of all front facades must include either natural color brick veneer, stone, cast stone or front porches. All siding shall be cement fiberboard or quality vinyl siding. On long straight streets some variety of setbacks will be allowed, depending on the degree of variety of the front elevations. Where there are more than 6 lots in a row on a straight street, 25% of the houses shall have a setback different from the other 75%. This setback modification should be utilized on lots with stream corridors in the rear setbacks. In addition, Lots 43, 48, 52, 57, 62, 63, 64, 65, 66, 67, 68, 74, 80 and 87 shall have front yard setbacks of 25 feet and rear yard setbacks of 45 feet;

6.3.4. adopt and amend budgets for revenues, expenditures and reserves and levy and collect Assessments from Owners;

6.3.5. hire and discharge managing agents and other employees, agents and independent contractors;

6.3.6. institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the community;

6.3.7. make contracts and incur liabilities;

6.3.8. regulate the use, maintenance, repair, replacement and modification of the Common Elements for which the Association has maintenance responsibility and other rights as set forth herein;

6.3.9. cause additional improvements to be made as part of the Common Elements except that this power is limited to improvements consistent with the purposes of the Association;

6.3.10. acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property;

6.3.11. grant easements, liens, licenses and concessions through or over the Common Elements;

6.3.12. impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements and for services provided to Owners;

6.3.13. impose charges for late payments of Assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the Declarations, Code of Regulations, Rules and Regulations of the Association;

6.3.14. impose reasonable charges for the preparation and recordation of amendments to the Declaration or for statements of unpaid Assessments;

6.3.15. provide for indemnification of its officers and board of Directors and maintain directors' and officers' liability insurance;

6.3.16. assign its right to future income, including the right to receive Common Expense Assessments;

6.3.17. exercise any other powers conferred by the Declaration, Code of Regulations or Articles of Incorporation;

6.3.18. exercise all other powers that may be exercised in the State of Ohio by nonprofit corporations;

6.3.19. exercise any other powers necessary and proper for the governance and operation of the Association.



6.4. Voting Rights. Subject to Special Declarant Rights as set forth in Article XIII, Members are entitled to vote on matters properly before them in accordance with this Article, the Code of Regulations, and the laws of the State of Ohio.

6.5. Number of Votes. Each Lot has one vote. If only one of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts the vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to any Lots owned by the Association may be cast.

6.6. Proxies. A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy terminates one year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering the Lot, its presentation to the Board of a copy of the mortgage is notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation does not affect any vote or act previously taken. Each proxy automatically ceases upon conveyance of the Lot.

Unless expressly reserved and the Association is notified of such reservation, a land contract vendee as defined in Chapter 5313 of the Revised Code, is deemed the proxy of a land contract vendor for purposes of this section.

6.7. Annual Meeting. Except during the Declarant Control Period, a meeting of the Members of the Association must be held at least once each calendar year.

6.8. Management Agent. The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board may authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, certain powers granted to the Board by this Declaration. The Declarant, or an affiliate of the Declarant, may be employed as a managing agent or manager. No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without termination fee on ninety (90) days or less written notice.

ARTICLE VII ASSESSMENTS

7.1. Establishment of Assessments. There are hereby established for the benefit of the Association, its successors and assigns, as a charge on each Lot, certain Assessments for Common Expenses and other liabilities and expenses. Each Owner, except Declarant and Builders, by acceptance of a deed covenants and agrees to pay such Assessments.



7.2. Purpose of the Assessments. The Assessments are established for the benefit and use of the Association and shall be used in covering the costs of its Common Expenses and for other such expenses, liabilities, and purposes as hereinafter set forth.

7.3. Allocation of Assessments. The Common Expense Liability of each Lot is its portion of the Common Expense. The Common Expense Liability and the Annual General Assessment shall be allocated equally to each Lot.

7.4. Working Capital Fund Assessment. At the time of the conveyance of a Lot to an Owner other than a Builder or Declarant, the purchaser of such Lot will be assessed an initial capital contribution to the working capital fund ("Working Capital Fund Assessment") of the Association. Such Assessment is not an advance payment of the Annual General Assessment, and it will not be held in any sort of trust or reserve account. Builders and Declarant are not subject to such Working Capital Fund Assessment. The initial Working Capital Fund Assessment is Three Hundred Dollars (\$300.00) per Lot, subject to adjustment from time to time by the Association.

7.5. Annual General Assessment. There is hereby established an Annual General Assessment for the purpose of the Common Expenses of the Association. The Common Expenses include but are not limited to: (1) operation, maintenance, repair and replacement as required by this Declaration; (2) the cost of any insurance required by this Declaration; (3) reasonable reserves for contingencies and replacement; (4) administrative, accounting, legal and management fees; and (5) all other costs, expenses, and liabilities incurred by the Association in the exercise of its powers and duties pursuant to this Declaration. Builder and Declarant are not subject to the Annual General Assessment.

7.6. Computation and Payment of Annual General Assessment. The Annual General Assessment will be computed and levied in accordance with the budget adopted by the Board pursuant to the Code of Regulations. The Annual General Assessment for each Lot shall be levied and shall commence on the first day of the month following the conveyance of the Lot to an Owner other than a Builder or Declarant. The initial Annual General Assessment shall be prorated on a monthly basis to the end of the Fiscal Year and shall be collected at closing of the conveyance of the Lot from the Builder. So long as there has been no default in payment of the Assessment, it shall be payable in annual installments, or at such other time periods as the Board decides. The Board has the power from time to time to adopt such billing, collection and payment procedures, charges and other payment time schedules as it deems appropriate.

7.7. Annual General Assessment Amount. Beginning with the recording of this Declaration and until December 31, 20___, the maximum Annual General Assessment is **Three Hundred Dollars (\$300.00)**. Beginning with the Annual General Assessment levied as of January 1, 20___ and annually thereafter, the Board, without a vote of the Owners, may increase or decrease the Annual General Assessment. If the board increases the Annual General Assessment, then, within thirty (30) days of notice of such increase, twenty-five percent (25%) of the Members in good standing, may petition the Board for a special meeting of the Association to reconsider such increase. At such meeting sixty-six and two-thirds percent (66 2/3%) of the Members in good standing may vote to reduce the increase by any amount therein proposed, but not lower than the previous year's maximum amount. In no event may the Annual General Assessment be lowered to an amount less than the minimum necessary to meet the Association's obligations contained in this Declaration.



7.8. Special Assessment. The Board of Directors have the right to establish a Special Assessment for the operation of the Association, including but not limited to the maintenance and repair of the Common Elements and to make up budgetary shortfalls. Builder and Declarant are not subject to such Special Assessments.

7.9. Individual Assessment. Subject to the notice and hearing provisions of Article VII, Section 7.10 of this Declaration, the Association has the right to assess an individual Lot ("Individual Assessment"), except those Lots owned by Declarant or Builder, for any of the following:

7.9.1. any costs and expenses, including but not limited to attorneys' fees, witness and expert witness fees and costs, court costs, for the Association's performance of any maintenance or repair to a Lot or the Common Elements in accordance with Article VIII, Section 8.3 and Article IV, Section 4.2.5 or the Association's performance of maintenance or repair caused through the willful or negligent act of an Owner or its occupants, family, tenants, guests or invitees.

7.9.2. any costs, including but not limited to attorneys' fees, witness and expert witness fees and costs, court costs, discovery costs, and other expenses incurred, charges, or fines, the associated with the Association's enforcement of this Declaration, the Code of Regulations, or any other rules and regulations of the Association, including, but not limited to any charges or fines imposed or levied in accordance with Article IX, Section 9.3.1.1.

7.9.3. any costs or charges permitted by the Declaration or Code of Regulations.

7.10. Procedures for Imposing an Individual Assessment for Damages or Enforcement.

7.10.1. Notice. Prior to imposing an Individual Assessment pursuant to Section 7.4, the Board must give the Owner written notice containing:

7.10.1.1. A description of the property damaged or the violation;

7.10.1.2. The amount of the proposed Individual Assessment;

7.10.1.3. A statement that the Owner has a right to a hearing before the Board of Directors to contest the proposed Individual Assessment;

7.10.1.4. A statement setting forth the procedures to request a hearing pursuant to Section 7.5.2; and

7.10.1.5. A reasonable date by which the Owner must cure the violation to avoid the proposed Individual Assessment, if such an opportunity to cure is applicable.

7.10.2. Hearing. To request a hearing pursuant to Section 7.10.2, an Owner must deliver a written notice of such request no later than the tenth day after receiving the notice provided in Section 7.10.1 of this Article. If the Owner fails to make a timely request for a hearing, the right to such hearing is waived, and the Board may immediately impose the Individual Assessment referenced in the notice provided above. If an Owner requests a hearing, the Board will not levy the Individual Assessment before holding a hearing, and will, at least seven days prior to the hearing provide the Owner with a written notice of the date, time and location of the hearing. Within 30 days



following a hearing at which the Board imposes an Individual Assessment, the Board must deliver a written notice of the Individual Assessment to the Unit Owner.

7.10.3. Manner of Notice. Any notice required under this Section must be in writing and served as follows:

7.10.3.1. If upon the Owner: by personal delivery, certified mail return receipt requested, or other method which includes a written evidence of receipt to the Owner or Occupants at the Lot or Dwelling Unit at the address of the Lot, provided that if the Owner has provided the Association with an alternate address, to the Owner at such alternative address;

7.10.3.2. If upon the Association: by personal delivery, certified mail return receipt requested, or other method which includes a written evidence of receipt to the President of the Association or to any on-site representative of any professional management company hired by the Association.

7.10.3.3. All such notices must be in accordance with Article XV, Section 15.3.

7.11. Credit of Assessment Amounts Received. The Association shall credit any amount it receives from an Owner for an Assessment in the following order:

7.11.1. To interest owed to the Associations;

7.11.2. To administrative late fees or Assessments owed to the Association;

7.11.3. To collection costs, attorney's fees, and other costs and expenses incurred in the collection of the Assessment;

7.11.4. To the oldest principal amounts the Owner owes to the Association.

7.12. Lien for Assessments. The Association has a lien upon the estate or interest in a Lot for the payment of any Assessment or charge levied against a Lot, as well as any related interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, and costs that are chargeable against the Lot and remain unpaid ten (10) days after any portion has become due and payable.

7.12.1. Creation. The lien is for any Assessment created by this Declaration and is a charge and a continuing lien on each Lot that shall run with the land. All persons or entities acquiring an interest in a Lot after the filing of this Declaration take such interest subject to the lien.

7.12.2. Effective Dates. The lien is effective on the date a certificate of lien is filed for record in the Summit County Fiscal Office, pursuant to authorization by the Board. The certificate must contain a description of the Lot, the name of the Owner, and the amount of the unpaid Assessment. The certificate of lien must be subscribed by an officer of the Association or other designated representative of the Association.



7.12.3. Continuing Lien. The lien is a continuing lien upon the Lot against which each Assessment or charge is made, subject to automatic subsequent adjustments reflecting any additional unpaid interest, administrative late fees, Assessments, collection costs, attorney's fees, and court costs.

7.12.4. Priority of the Lien. The lien created by this section shall be prior to all liens and encumbrances recorded subsequent to this Declaration except the lien for real estate taxes and assessments and the lien of any bona fide first mortgage filed of record.

7.12.5. Subordination and Mortgagee Protection. Notwithstanding any of the provisions hereof to the contrary, the lien of any Assessment levied pursuant to this Declaration (and any late charges, interest, costs and attorney fees) is subordinate to, and shall in no way affect the rights of the holder of a first mortgage made in good faith for value received; provided, however, that such subordination shall apply only to Assessments, or installments thereof, which have become due and payable prior to the date of Sheriff's sale of such Lot pursuant to a foreclosure or the date of a deed in lieu of foreclosure. Such sale or transfer does not relieve the mortgagee or the purchaser of a Lot at such sale from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment. Mortgagees are not required to collect Assessments on behalf of the Association. Failure to pay Assessments shall not constitute a default under any mortgage insured by FHA/VA. Any portion of any Assessment that is not collected as a result of this Section is deemed to be a Common Expense collectible from all Owners, including the person or entity acquiring the Lot pursuant to sheriff's sale or deed in lieu of foreclosure.

7.12.6. Extinguishment of the Lien. The lien is valid for a period of five (5) years from the date of filing, unless it is sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property unless it is discharged by the final judgment or order of court in any action brought to discharge the lien.

7.12.7. Estoppel Certificate. Upon request of any mortgagee or Owner and upon payment in full of all Assessments and other charges permitted by this Declaration that are due to the Association, the Association shall execute and deliver to such mortgagee or Owner an Estoppel Certificate. Such certificate must be in recordable form and note the payment of the outstanding Assessments and charges and that the Association is estopped from the enforcement of its lien with respect to Assessment and charges becoming due and payable prior to the date of the Certificate. The Association may charge a reasonable fee for the preparation of such certificate.

7.13. Delinquency and Acceleration. Any installment of an Assessment provided for by this Declaration is delinquent if not paid on the due date as established by this Declaration or by the Board. With respect to each installment of an Assessment not paid within five (5) days of its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, costs of collection, reasonable attorney fees, and interest at the rate of ten percent (10%) of the late payment. Interest will be calculated from the date of delinquency to the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days of its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment due without further notice or demand to the Owner. The Association may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law or this Declaration.

7.14. Remedies Cumulative. A suit to recover a money judgment for unpaid Assessments and charges may be maintained without foreclosing or waiving the right to enforce the lien. A foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

7.15. Personal Obligation. The Assessments, including but not limited to charges and fines, if any, payable by each Owner, together with any penalty, interest, costs and reasonable attorney fees are the personal obligation of the Owner of the Lot at the time incurred. The personal obligation will not pass to any successors in title unless expressly assumed by them.

7.16. Statement of Unpaid Assessments. The Association must upon written request of the Owner, contract purchaser, or first mortgagee, furnish a statement setting forth the amount of unpaid Assessments against the Lot. This statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board and every Owner. The Association may charge a reasonable amount for this statement.

7.17. No Waiver of Liability for Common Expenses. Except for Declarant and Builder, no Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the Assessments are made.

ARTICLE VII UPKEEP OF THE PROPERTY

8.1. Lots. Each and every Lot, its Dwelling Unit and any improvement erected thereon must be maintained in a reasonable manner in accordance with the standard generally prevailing throughout the Property and per the City of Cuyahoga Falls guidelines.

8.2. Common Elements; Transition Buffer. The Association will maintain the Common Elements and any Landscape Easements on lots. The landscaping will be maintained in accordance with the Landscape Maintenance Chart attached as Exhibit C. In addition, insofar as the City of Cuyahoga Falls has determined that Lots 50 through 55 are adjacent to property with a land use capability (LUC) 101 A-Cash Grain or General Farm classification, a 10' wide transition buffer within the conservation easement on these Lots is imposed. This area will be planted by the Declarant and maintained by the Association. In addition, as depicted on the Plat, Block G will include a multi-purpose trail.

8.3. Association's Right to Maintain. In the event an Owner fails to provide maintenance as required by this Declaration in a manner reasonably satisfactory to the Association, and if such Owner fails to comply for ten (10) days after being notified of such failure and upon being provided an opportunity to be heard concerning such failure, then the Association, and its respective agents, employees, successors, and assigns, have the right to enter upon said Lot pursuant to Article IV, Section 4.2.5 and repair, maintain and restore the Lot. In the event that such failure poses a health, safety or security risk, then no notice or hearing need be given. The cost of such maintenance and repair shall be assessed against the subject Lot in accordance with Article VII, Section 7.9. Nothing in this Section shall be construed as (a) imposing any duty on the Association to perform repair, maintain, and restore a Lot, and/or (b) giving the Association any right to repair, maintain, or restore any Dwelling Unit.



8.4. Access to Lots. For the purpose solely of performing the maintenance required or authorized herein, the Association, through its duly authorized agents or employees, or subcontractors, have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day.

8.5. Enforcement by City. The Association has primary responsibility to maintain, preserve and administer the Property in compliance with the Record Plat for the subdivision and subject to ordinances and regulations of the City of Cuyahoga Falls. This obligation of the Association will continue so long as there are Common Elements within the Association that require maintenance and administration as required by the ordinances and regulations of the City of Cuyahoga Falls.

In the event of a failure by the Association to maintain or make necessary improvements or to enforce the provisions of this Declaration, which failure is material and adversely affects the public interest, the City of Cuyahoga Falls has the right, but not the obligation, after proper notice, to enter on the Common Elements to make the required improvements and/or to perform those maintenance functions and/or to enforce the provisions of the Declaration. In addition, the City of Cuyahoga Falls has the right to proceed against the Association and the Owners for reimbursement of its costs expended pursuant to this section. In this event, the Association is required to collect Special Assessments, as set forth in Article VII, Section 7.8, from the Owners to reimburse the City of Cuyahoga Falls for such costs. If the Association fails to collect and remit such Assessments to the City of Cuyahoga Falls, then the City of Cuyahoga Falls has the right to proceed on behalf of the Association. The City of Cuyahoga Falls has all rights accorded to the Association in Article VII, including the right to levy Individual Assessments and to file liens against the Lots.

8.6. Common Elements. The Association shall directly pay or reimburse Declarant for any real estate taxes and assessments assessed with respect to any of the Common Elements, and if Declarant at any time requests, the Association shall unconditionally and for a nominal consideration of ten dollars (\$10.00) accept a deed to hold title to the Common Elements Declarant chooses to deed over to the Association. The Association shall pay and be responsible for all taxes and assessments levied against portions of the Property owned or leased by the Association including, but not limited to, personal property taxes, real estate taxes, and special assessments.

ARTICLE IX RESTRICTIONS

9.1. Use and Occupancy. The following restrictions are applicable to the use and occupancy of the Property.

9.1.1. Compliance with Laws. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof must be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property must be complied with by and at the sole expense of the Owner.

9.1.2. Harmful Discharges. There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere (other than normal residential chimney emissions), no production, storage or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground or any body of water, if such emission,



production, storage or discharge may adversely affect the use or intended use of any portion of the Property or may adversely affect the health, safety, welfare, or comfort of any person. No waste nor any substance or materials of any kind shall be discharged into any public sewer or the Surface Water Management System serving the Property or any part thereof in violation of any regulation of any public body having jurisdiction over such public sewer, or Surface Water Management System.

9.1.3. Noise. No person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property.

9.1.4. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Declarant or Builder while actively marketing the Lots for sale; (ii) street and identification signs installed by the Association or the Declarant; (iii) temporary signs and security signs as set forth in the Design Guidelines; (iv) reasonably sized political signs installed in accordance with the time frames and size limits set forth in the Design Guidelines referred to in Section 9.2.1.2, and (v) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale.

9.1.1. No Trade or Business. No trade or business of any kind may be conducted in or from any Lot or Dwelling Unit except that an Owner or Occupant of a Lot or Dwelling Unit may conduct such business activity within the Lot or Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Lot or Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve employees who do not reside in the Dwelling Unit and does not involve persons coming on to the Lot who do not reside in the Property except by appointment only; and (d) the business activity is consistent with the residential character of the Property.

The terms "business" and "trade" as used in this provision have their ordinary generally accepted meanings and include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full-time or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required thereof. The term "trade" or "business" for purposes of this restriction does not include the construction, operation and maintenance of any model home or homes and sales construction offices by any Builder.

9.1.5. Trash. Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind is permitted on any Lot. Trash containers (except during construction) are not permitted to remain in public view except on days of trash collection. No incinerator may be kept or maintained upon any Lot.

9.1.6. Parking; Vehicle Repairs. Except in connection with construction activities, commercial trucks, trailers, campers, recreational vehicles, boats and other large vehicles may be parked on the Property only if in fully enclosed garages. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed may be kept upon any portion of the Property.



Vehicle repairs and storage of vehicles are permitted on the Property only if in garages. Recreational vehicles and boats may be parked in the driveways for a period not to exceed seventy-two (72) hours during any thirty (30) day period for the purpose of cleaning, loading or unloading.

9.1.7. Animals. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot or upon the Common Elements except that the keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds), is permitted. Such pets are not to be kept or maintained for commercial purposes or for breeding. No external compound cages, kennels or hutches are permitted. Owners and occupants shall not allow pets to defecate within Common Elements, Rights of Way, Roads, or Lots without immediately picking up and properly disposing of such waste.

9.1.8. Open Fires. Open burning is not permitted on the Property, except that outdoor fireplaces, grills, and chimneys may be used if equipped with fire screens to prevent the discharge of embers or ashes.

9.1.9. Outdoor Wood Boilers. Outdoor wood boilers for heating purposes are not permitted on the Property.

9.2. Architectural Restrictions. The following architectural restrictions are applicable to the Lots.

9.2.1. Plan Approval. No structure may be placed, erected or installed upon any Lot, no construction (which term includes within its definition staking, clearing, excavation, grading, and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs may take place until the requirements of this section have been fully met. Prior to any construction, the Owner or Builder must first submit to the Declarant (which for the terms of this section includes its designee) a complete set of building plans for the proposed construction. The Declarant will approve, reject or modify such plans in a writing sent to the Owner or Builder in question not more than thirty (30) days after the plans are submitted to the Declarant. The thirty (30) day period will commence upon execution of a written notice by the Declarant acknowledging receipt of plans and specifications and all information required therewith. The Declarant will review the plans as to the quality of workmanship and design and harmony of external structures with existing structures and as to location in relation to surrounding structures, topography and finish grade elevation. The Declarant will not unreasonably withhold approval of any plans that conform in every way with this Declaration and with the general character of the development on neighboring Lots within the Property. If the Declarant fails to approve, reject, or modify the plans within the thirty (30) day period, the Declarant's approval is deemed to have been given, and no further permission is needed before the improvements described in such plans may be constructed or installed. However, in no event may any improvements by constructed or installed that violate any terms of this Declaration.

9.2.1.1. Declarant's Plan Approval Period. Declarant's right of plan approval exists for as long as Declarant owns any portion of the Property including but not limited to Lots and/or Dwelling Units. Declarant's right of plan approval includes any alterations to existing Lots or Dwelling Units and / or items requiring prior approval by this Declaration. In any items or matters that are discretionary, the Declarant's decision is conclusive upon all parties.



9.2.1.2. Design Guidelines. The Declarant will prepare and, on behalf of itself and the Association, promulgate design and development guidelines governing construction within the Property, which include application and review procedures to be followed in submitting an application for approval hereunder ("*Design Guidelines*"). The Design Guidelines shall be those of the Association, and the Declarant and then the Association, when the Declarant no longer owns any portion of the Property have sole and full authority to modify and to amend them from time to time without the consent of any Owner or mortgage holder. The Declarant and/or the Association must make the Design Guidelines available to Builders and Owners who seek to engage in construction upon all or any portion of the Property. **There is no requirement that these Guidelines be recorded or rerecorded if amended or modified. Each Builder and Owner is cautioned to request the most current version of the Guidelines prior to undertaking any improvement. The most current version shall be on file with the Declarant and/or the Association, as the case may be.**

9.2.1.3. Association's Right of Plan Approval. After Declarant's right of plan approval has expired, the Association is responsible for plan approval. The Declarant may assign its right of plan approval, or any portion thereof, to the Association at any time.

9.2.1.4. No Liability. Each Owner and Builder is responsible to ensure that all construction or any modifications are in compliance with the Declaration and approved plans. If the Declarant, its successor or designee, the Association or the Board have acted in good faith on the basis of such information possessed by them, neither the Declarant, the Board, individually and collectively, are liable to the Association or to any Owner or any third party for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; or (b) the construction or performance of any work whether or not pursuant to approved plans, drawings, and specifications.

9.2.2. Dwelling Type. Except when permitted by Section 9.2.15 and 9.2.16, no building or other structure shall be erected, altered, placed or be permitted to remain on any Lot other than one single family dwelling and an attached garage for at least two cars.

9.2.3. Dwelling Floor Areas. The living area of the Dwelling Unit exclusive of porches, decks, attics, basements, areas not heated year-round and garages must be no less than the areas set forth in the Design Guidelines.

9.2.4. Roof Requirements. The roof and gables of each Dwelling unit must be in accordance with the Design Guidelines.

9.2.5. Set Back, Minimum Elevation and Yard Requirements. All Dwelling Units must be located in accordance with the building set back lines, minimum basement elevation and yard requirements as shown on the Record Plat and as set forth in the City of Cuyahoga Falls Zoning Ordinance. The Owner and Builder are responsible for compliance with these standards. Declarant is not responsible for any failure to comply with these standards.

9.2.6. Front Yards and Driveways. Yards must be landscaped in conformity with the requirements set forth in the Design Guidelines. All driveways must be paved with concrete, brick or paving stones. Landscaping, driveways and sidewalks must be completed within three (3) months of occupation of the Dwelling Unit, weather permitting.

9.2.7. Construction Materials. No Dwelling Units shall be constructed of concrete block, cinder block or other similar materials unless the exterior of the Dwelling Unit is covered with brick and/or vinyl siding in conformity with the requirements of the Design Guidelines. No underground Dwelling Units are permitted.

9.2.8. Exterior Siding. Any exterior wooden sheathing materials must have prior approval and conform to the requirements of the Design Guidelines.

9.2.9. Front Storage. No front porch shall be used for the storage of any property except normal porch furniture. No front yard shall be used for storage of any kind of property. This restriction does not apply to building materials and/or equipment stored on the Lot during construction of the Dwelling Unit.

9.2.10. Radio and Television Antennas. With the exception of one meter maximum size home satellite dishes, no exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Dwelling Unit, without the prior written approval as provided in Section 9.2.1, and in accordance with the Design Guidelines established by the Declarant or the Association. Nothing herein shall be construed so as to be in conflict with current Federal Communications Commission's rules and regulations for antennas or satellite dishes.

9.2.11. Air Conditioning and Heat Pump Equipment. Air-conditioning and heating equipment must be located and screened in such a manner so as to provide minimum visual impact from other Lots.

9.2.12. Awnings. No metal or plastic awnings for windows, doors or patios may be erected or used.

9.2.13. Exterior Carpeting. No exterior carpeting is permitted if it is visible from the street or any neighboring Lot.

9.2.14. Mailboxes. Mailboxes will be installed by each Builder and must be of uniform style and color. If a mailbox needs to be replaced, each Owner, at his or her expense, must install a matching mailbox/paper box in accordance with specifications as to style and color as installed by the Builder. Cluster mailboxes may be required by the local postal service.

9.2.15. Fences. Perimeter privacy fences are permissible with prior approval and in accordance with the Design Guidelines as set forth in Section 9.2.1.

9.2.16. Other Structures. No structure of a temporary character, trailer, or shack is permitted on any Lot. Barns, storage sheds or other outbuildings must have prior approval in



accordance with Section 9.2.1. Such outbuildings must comply with the Design Guidelines. Construction trailers and/or temporary storage sheds are permitted only during construction. Above ground and semi-exposed pools are not permitted. Any in-ground pool or spa must be screened with a privacy fence in accordance with Design Guidelines and must comply with the zoning requirements of the City of Cuyahoga Falls. Play equipment and basketball hoops must comply with Design Guidelines. No outdoor clothes drying apparatus is permitted.

9.2.17. Completion. Construction of a Dwelling Unit on any Lot must be completed within one (1) year from the date construction is started.

9.2.18. Lot Maintenance. All Lots must be kept mowed and free of debris and clutter. Each Owner must fully install a lawn on its Lot within three months of the Lot's purchase. Each Owner and the Association, as the case may be, must keep and maintain the property owned, leased to or controlled by or in the possession of it, and all improvements, buildings and structures therein or thereon, in a clean and safe condition and in good order and repair, including, but not limited to, the seeding, watering and mowing of all lawns, the weeding of plant or flower beds, the pruning of trees, shrubbery and grass; the painting (or other appropriate external care) of all buildings, structures and other improvements located thereon, and the absence of conditions constituting violations of applicable building, fire and health codes and the Declaration, all in a manner and with such frequency as is consistent with good property management. During construction, each Owner and Builder is responsible for keeping the streets and adjacent Lots and Common Elements clean and free of debris. The Declarant and the Association have the right to assess the Owner or Builder, as the case may be, for the cost of mowing or clean up in the event that the Owner or Builder fails to do so.

9.3. Remedies for Breach of Covenants and Restrictions. The violation of any covenant or restriction, contained in the Declaration or violation of any rule or regulation duly adopted by the Board gives the Board the authority to enforce the covenants, restrictions, rules and regulations in accordance with this Section.

9.3.1. Actions. The Board may take any of the following actions.

9.3.1.1. levy a fine against the Owner or Occupant that shall also be an Individual Assessment under Section 7.9.

9.3.1.2. to enter upon a Lot or portion thereof upon which or, as to which, such violation or breach exists and to summarily abate and remove at the expense of the Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, and the Association, the Board, or its agents shall not be thereby deemed guilty in any manner of trespass or wrongful act.

9.3.1.3. to institute appropriate legal proceedings to enjoin, abate or remedy the continuance of any breach.

9.3.1.4. to undertake such dispute resolution methods such as mediation and arbitration, except that this provision shall not be construed as any requirement to do so as a condition precedent to legal proceedings.



9.3.2. Notice and Opportunity to be Heard. Prior to any action, the Board must give the Owner and/or Occupant notice of the violation and an opportunity to be heard in the same manner as set forth in Article VII. Such notice and opportunity is not required in emergency situations or for repeated or continuing violations.

**ARTICLE X
INSURANCE AND CASUALTY LOSSES**

10.1. Insurance. The Board or its duly authorized agent have the authority to and will obtain such insurance as it may deem necessary to protect the Common Elements, the Owners, the Association and the Board. The resident Board, Officers and Managing Agent shall be bonded through the Association.

10.2. Repair and Restoration. If the damage or destruction for which insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board may, without the necessity of a vote of the Members, levy a Special Assessment against all Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

10.3. Insurance Obligations of Lot Owners.

10.3.1. Casualty Insurance. Each Lot Owner must obtain and maintain in effect, all-risk insurance coverage and other appropriate damage and physical loss insurance, all in an amount equal to the then current full replacement value of the Dwelling Unit. Each Lot Owner must upon request provide the Association with evidence that such coverage is in effect.

10.3.2. Liability Insurance. Each Lot Owner must obtain and maintain in effect adequate liability insurance covering such Unit Owner's Lot and Dwelling Unit. The Association may establish minimum amounts and types of liability insurance coverage each Unit Owner must carry.

10.3.3. Obligation to Repair and Restore. Subject only to the rights of a holder of a *bona fide* first mortgage lien on a damaged Dwelling Unit, the insurance proceeds from a policy covering a Dwelling Unit must first be applied to the repair, restoration or replacement of such Dwelling Unit. Each Lot Owner is responsible for the repair, restoration or replacement of such Dwelling Unit pursuant to the terms hereof. Any such repair, restoration, or replacement must (subject to advances and changes in construction techniques and materials generally used in construction and then current generally accepted design criteria) be generally harmonious and consistent with the original construction or such other plans and specifications as are approved in accordance with Article IX of this Declaration.

10.3.3.1. If the proceeds of the insurance are insufficient to pay for the cost of repair, restoration, or replacement of a Dwelling Unit, the Lot Owner is responsible for the payment of any such deficiency necessary to complete the repair, restoration, or replacement.



10.3.4. Association Rights. If any Lot Owner fails to obtain the insurance required in this Section or fails to pay the premiums therefore when and as required or fails to perform the obligation of a Lot Owner under this Section, then the Association may, but is not obligated to, obtain such insurance, make such payments for such Lot Owner and/or perform such obligations, and levy the cost of such payments or performance as an Individual Assessment pursuant to Article VII, Section 7.4 of this Declaration.

10.3.5. Additional Insurance. Each Lot Owner may obtain additional insurance at such Owner's expense. No such policies, however, (i) shall be primary to that of the Association for any risk that the Association is obligated to insure and (ii) no Lot Owner may exercise such right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on any part of the Property at any time.

ARTICLE XI CONDEMNATION

11.1. Whenever all or any part of the Common Elements are taken (or conveyed in lieu of and under threat of condemnation by the Board, acting on its behalf or on the written direction of all Owners of Lots subject to the taking, if any) by any authority having the power of condemnation or eminent domain, the award made for such taking is payable to the Association.

11.2. If the taking involves a portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, if it still owns any portion of the Property and at least seventy-five percent (75%) of the Members of the Association otherwise agree, the Association must restore or replace such improvements so taken on the remaining land included in the Common Elements, to the extent lands are available therefore, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article X hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired applies. If the taking does not involve any improvements on the Common Elements, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds must be disbursed to the Association and used for such purposes as the Board determines.

ARTICLE XII DEVELOPMENT RIGHTS

12.1. Submission of Additional Land. The Declarant reserves the rights to add additional property to the Property and to the terms of this Declaration without consent of the Owners so long as Declarant owns any part of the Property, or for a period of twenty (20) years beginning with the date of recording of the Declaration, whichever is later. The submission shall be accomplished by the filing of an amendment or supplement to this Declaration identifying the Additional Land, the Lots and the Common Elements.

12.2. Notice to the Board. The Declarant must promptly notify the Board of the filing of any Supplemental Declaration.

12.3. Easements Reserved. In addition to the easements already reserved to Declarant, the Declarant reserves for itself, its successors and assigns and any Builder, the following easements:

12.3.1. Easements for drainage and all utilities as shown on the Record Plat, or any amendments thereto.

12.3.2. Easements for ingress, egress, stormwater control, any Surface Water Management system, drainage and all utilities over the Common Elements.

12.3.3. An easement over the Common Elements as may be reasonably necessary for the purpose of discharging its obligations or exercising any rights under the Declaration.

12.3.4. An easement for ingress, egress, stormwater control, any Surface Water Management System, drainage and all utilities over the Common Elements and in favor of the Additional Property and the right to convey such easements to others in the event that the Additional Property is not submitted to this Declaration.

12.3.5. Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and sales of Dwelling Units continue, it is expressly permissible for Declarant to maintain and carry on upon portions of the Common Elements such facilities and activities as, in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction or sale of Dwelling Units, including, but not limited to, administrative/customer services, construction offices/trailers, parking signs, identification signs, model units, and sales and resales offices, and Declarant, its guests, licensees and invitees have an easement for access to all such facilities. The right to maintain and carry on such facilities and activities specifically includes the right to use Dwelling Units owned by Declarant and/or Builders as models and sales offices. Declarant further reserves the right for itself and its successors, assigns, contractors, material suppliers and other performing work and furnishing materials to construct Dwelling Units and other improvements upon the Property to conduct business and carry on construction/site development activities during business hours that are customary within the Greater Cleveland and Akron areas.

12.4. Assignment of Development Rights. The Declarant, including any Successor Declarant, reserves the right to assign any or all of its Development Rights, including the Special Declarant Rights set forth in Article XIII, to any Successor Declarant for the purpose of further development and improvement of the Property. No assignment is effective unless and until a writing executed by the assignor and assignee is filed with the Recorder of Summit County, Ohio.

12.5. Transfer of Development Rights by Foreclosure. Unless otherwise provided in any mortgage securing the Property held by Declarant, in the case of foreclosure of such mortgage, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, of any portion of the Property held by the Declarant subject to the Development Rights herein reserved (including the Special Declarant Rights), a person acquiring title to such property, but only upon his request, succeeds to all such Development Rights. The judgment or instrument conveying title must provide for the transfer of such rights. Upon foreclosure sale, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, the Declarant ceases to have any of the rights herein reserved. A successor to the Development Rights held by a transferee who acquired such rights pursuant to this Section, may declare by a recorded instrument the intention to hold such rights solely for transfer to another person. Thereafter,

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until transferring such Development Rights to any person acquiring title to the Property subject to the Development Rights, or until recording an instrument permitting exercise of such rights, that successor may not exercise any of those rights, and any attempted exercise is void. So long as a Successor Declarant may not exercise any Development Rights under this section, such Declarant is not subject to any liability as a Declarant.

ARTICLE XIII SPECIAL DECLARANT RIGHTS

13.1. Use for Sale Purposes. Declarant reserves for itself, its successors and assigns, and any Builder the right to maintain sales offices and models on the Lots.

13.2. Signs and Marketing. The Declarant reserves the right for itself and any Builder to post signs and displays in the Property to promote sales of Lots, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Owners.

13.3. Control of the Association.

13.3.1. Appointment of Directors and Officers. The Declarant reserves the right to appoint and remove the members of the Board and the Officers of the Association and to designate an Executive Committee of the Board during the Declarant Control Period which commences upon the recording of this Declaration and terminates no later than the earlier of:

13.3.1.1. sixty (60) days after the conveyance of ninety-five percent (95%) of the Lots (including Lots to be included on the Additional Land) to Owners other than Declarant or any Builder;

13.3.1.2. twenty (20) years after recording of this Declaration.

13.3.2. Reorganization of the Board. At any time during the Declarant Control Period the Declarant may determine, in its sole discretion, the number of Directors to serve on the Board, but in no case can there be less than three Directors.

13.3.3. Early Termination of Control. The Declarant may voluntarily surrender the right to appoint and remove Directors and officers before the termination of the Declarant Control Period. In that event, the Declarant may require for the duration of the Declarant Control Period that specified actions of the Association or the Board be approved by Declarant before they become effective. Such voluntary termination must be evidenced by a recorded instrument executed by the Declarant setting forth the termination of right to appoint and the actions that require Declarant's approval. The Declarant's decision to allow the Owners to elect the Board, in whole or in part, during the Declarant Control Period is not a waiver of Declarant's rights as specified in this Article XIII.

13.4. Declarant's Personal Property. The Declarant and any Builder reserve the right to retain all personal property and equipment used in sales, management, construction and maintenance of the Property that has not been represented as property of the Association. The Declarant and Builder reserve the right to remove, within one (1) year after the sale of the last Lot, from the Property any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.



13.5. Right to Amend Documents. Notwithstanding anything above to the contrary, this Declaration may be amended at any time without the vote of Owners by a written instrument executed by the Declarant for the purposes of: (a) adding Additional Land pursuant to Article XII; (b) eliminating or correcting any typographical or other inadvertent error herein; (c) eliminating or resolving any ambiguity herein; (d) if in the judgment of the Declarant the purposes of the general plan of development will be better served by such amendment or modification; (e) if in the judgment of the Declarant the amendment or modification is necessary to better implement the purposes of the Declaration; (f) making nominal changes; (g) clarifying Declarant's original intent; (h) enabling a title insurance company to issue title insurance coverage with respect to the Property or any portion thereof; and/or (i) making any change necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure, purchase, or grant loans on a Lot. No such amendment, however, shall materially affect any Owner's interest in the Association or the Common Elements. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make or consent to a subsequent amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, or other evidence of obligation or other instrument affecting any portion of the Property and acceptance thereof is deemed to be a grant and acknowledgment of, and a consent to the reservation of power to the Declarant to vote in favor of, and make a subsequent amendment. Each Owner and his mortgagee, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, hereby appoints Declarant his attorney-in-fact, coupled with an interest, to execute on his behalf any such amendment. Additionally, each Owner and his mortgagee, by acceptance of a deed to a Lot or a mortgage encumbering such Lot is deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in this paragraph. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph. The Declarant, however, may not amend the Declaration in any manner that impacts the rights of the City of Cuyahoga Falls pursuant to this Declaration without prior approval of the planning authorities having jurisdiction.

13.6. Right to Disapprove of Actions. This section may not be amended without the express written consent of the Declarant as long as the Declarant owns a Lot or any part of the Property. So long as Declarant owns a Lot or any part of the Property, Declarant has a right to disapprove of actions of the Board or any Board Committee. This right is exercisable only by the Declarant, its successors, and assigns who specifically take this power in a recorded instrument. The right to disapprove is as follows:

No action authorized by the Board or any Board Committee is effective, nor may any action, policy, or program be implemented until and unless:

13.6.1. The Declarant is given written notice of all meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address Declarant has registered with the Secretary of the Association, as it may change from time to time, which notice sets forth with reasonable particularity the agenda for the meeting; and



13.6.2. The Declarant is given the opportunity at any such meeting to join in or have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee thereof, or the Association. The Declarant, its representatives or agents have the right to make its concerns, thoughts, and suggestions known to the members of the Board and/or subject committee. The Declarant has the right to disapprove of any action, policy, or program proposed by the Board or any committee thereof. This right to disapprove shall serve to block any proposed action from moving forward. The Declarant may not use its right of disapproval to require a reduction in the level of services the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

13.7. Non-Liability of Declarant. Except as otherwise specifically provided in this Declaration or any written warranty by the Declarant to an Owner or the Association, neither the Declarant nor its respective heirs, executors, administrators, trusts, shareholders, parents, subsidiaries, affiliates, members, directors, managers, officers, employees, agents, insurers, predecessors, successors and assigns (“Declarant Parties”) are liable for any claim whatsoever arising out of or by reason of the Declarant Parties inactions or actions performed pursuant to any authority granted or delegated to them by or pursuant to this Declaration, the Code of Regulations, the Design Guidelines, the Articles of Incorporation, or any other documents governing the Association, whether or not such claims are asserted by an Owner, the Association, or any person or entity claiming by and through any of them. Upon the termination of the Declarant Control Period and the election of the Board of Directors by the Owners, each Owner, the Association and or any person or entity claiming by and through any of them forever release, acquit and discharge the Declarant Parties from any and all claims, demands, obligations, judgments, actions, causes of action and liabilities, at law or equity, for injuries, losses and damages, whether personal, property or economic, whether now known or unknown, vested or contingent, direct or indirect, that were or could have been raised, from the beginning of time arising out of or related to the Declarant Parties any and all inactions or actions performed in connection with the formation, administration, and governance of the Association and the development of the Property.

ARTICLE XIV DURATION, AMENDMENT AND TERMINATION

14.1. Duration. This Declaration, and its provisions, are covenants running with the land and bind the Property and shall (regardless of whether any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by Declarant and the Association and their legal representatives, successors and assigns and continue in full force and effect for twenty (20) years from the date on which this Declaration is recorded. Thereafter this Declaration shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Article.

14.2. Amendment. Except as provided in Section 13.5 and 14.3, prior to the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument executed by Declarant and the Owners of at least 75% of all Lots.

14.2.1 Except as provided in Section 13.5 and 14.3, after the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least seventy-five percent (75%) of all Lots; provided,

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however, that any amendment purporting to affect the rights of Declarant in this Declaration is not effective without the prior written consent of Declarant.

14.2.2 Except for amendments provided by Section 13.5, all amendments must be executed by the Declarant and by the President and Secretary of the Association. Such Amendment must certify that the proper notices were sent and that the requisite vote was obtained. Amendments need not be signed by the Owners and the City of Cuyahoga Falls.

14.2.2 Any amendments to this Declaration, in whole or in part, that directly impact the rights of the City of Cuyahoga Falls pursuant to this Declaration must be approved by the City of Cuyahoga Falls.

14.3. Amendments by Board. The Board may amend the Declaration in any manner reasonably necessary for any of the following:

14.3.1 To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration, and similar institutions;

14.3.2 To meet the requirements of insurance underwriters;

14.3.3 To bring the Declaration into compliance with the laws of the United States, the State of Ohio or any political subdivision thereof; or

14.3.4 To correct clerical or typographical errors or obvious factual errors in the Declaration, Supplemental or an exhibit to the Declaration.

14.4. Termination. This Declaration and the regime created thereby may be terminated only in accordance with this Section.

14.4.1. Consent Required. This Declaration may be terminated only upon consent of eighty percent (80%) of the Owners, and if during the Declarant Control Period, by consent of the Declarant, and only with the prior approval of the City of Cuyahoga Falls.

14.4.2 Agreement to Terminate. No termination is effective unless an agreement to terminate is filed for record with the Summit County Fiscal Office. This agreement must be executed in the same manner as a deed by the requisite number of Owners. The agreement must provide for disposition of the Common Elements, disposition of Association funds and other resolutions and provisions necessary to terminate the regime and wind up the affairs of the Association.

ARTICLE XV MISCELLANEOUS

15.1. Anti-Discrimination Compliance. The Board must comply with all applicable state and federal laws concerning prohibitions against discrimination on the basis of race, color, religion, sex, military status, national origin, disability, age, or ancestry, including but not limited to, Chapter 4112



of the Ohio Revised Code. No private right of action additional to those conferred by the applicable state and federal anti-discrimination laws is conferred on any aggrieved individuals by this section.

15.2. No Reverter. No covenant, condition, restriction or reservation of easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

15.3. Notices. Any notice required or permitted to be given to an Owner or Occupant by the Board pursuant to the provisions of this Declaration shall be deemed given when delivered by certified or registered mail, overnight delivery service, hand delivery, or any other method which includes a written evidence of receipt; addressed to such person's last address as it appears on the records of the Association.

15.4. Construction. The Board has the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction is final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

15.5. Invalidity. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason does not affect the validity of any other provision hereof.

15.6. Headings. The headings of the Articles and Sections are for conveyance only and do not affect the meaning or construction of the contents of this Declaration.

15.7. Gender. Throughout this Declaration, the masculine gender includes the feminine and neuter, and the singular, the plural and vice versa.

15.8. Conflict. In the event of a conflict between the restrictions contained in this Declaration or any one or more of them and the restrictions of any Declaration which may be recorded subsequent to this Declaration, the more restrictive restriction, covenant, condition, easement (when more burdensome as to the Owners and/or Association) or other obligation shall control. In the event of conflict between the provisions of this Declaration or any amendments or supplements and more restrictive provisions of the City of Cuyahoga Falls zoning ordinance, building codes or other requirements, the City of Cuyahoga Falls requirements shall control.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 16 day of November, 2018.

Woodland Villas, LLC, an Ohio limited liability company

By: 

Name: Daniel Karam
Title: Authorized Representative



STATE OF OHIO)
) ss:
COUNTY OF SUMMIT)

Before me a Notary Public in and for said County and State, personally appeared Daniel Karam , known to me to be the Authorized Representative of Woodland Villas, LLC, the limited liability company which executed the forgoing instrument, and acknowledged to me that he did sign said instrument in the name and on behalf of said company as such Authorized Representative, having been duly authorized by its Members, and that the same is his free act and deed both individually and as such Authorized Representative of said limited liability company.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal at Cuyahoga Falls, Ohio, this 16 day of November, 2018.



Notary Public, State of Ohio



Trisha C. Anderson
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 10/20/2023

PREPARED BY
WOODLAND VILLAS



LIST OF EXHIBITS

Exhibit A – Legal description of the Property


Exhibit B – Code of Regulations

Exhibit C – Chart of Maintenance Responsibilities



EXHIBIT A

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12/07/2018 12:24 PM Recording Fee: \$ 412.00
Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer
DOC # 56432340



Parcel A
28.9688 Acres

Situated in the State of Ohio, County of Summit, City of Cuyahoga Falls, being part Original Northampton Township Lot 3 West of the Cuyahoga River, being portions of the lands conveyed to Bart Pignatelli and Victoria E. Schafer, Co-Trustees as recorded in Document #55680473 and Document #56249568 of Summit County Recorder's records and being more particularly bounded and described as follows:

Beginning at a 1/2" pipe found and held marking the intersection of the centerline of Sourek Trail (60' wide) with the south line of said Original Northampton Township Lot 3.

Thence N 00°40'18"W, along the centerline of Sourek Trail, a distance of 297.01' to a point thereon being the northwest corner of land conveyed to Dlarlo Daniele and Kathleen D. Daniele, Trustees as recorded in O.R. 1485, Page 890 of Summit County Recorder's records and being the **TRUE PLACE OF BEGINNING** for the parcel of land described herein;

Thence continuing N 00°40'18"W, along the centerline of Sourek Trail, a distance of 637.48' to a point thereon;

Thence N 89°19'42"E, passing over a 5/8" rebar (cap id. "C&A") set on the east right-of-way line of Sourek Trail at 30.00', a total distance of 170.00' to a 5/8" rebar (cap id. "C&A") set;

Thence N 83°01'37"E, a distance of 68.52' to a 5/8" rebar (cap id. "C&A") set;

Thence N 83°45'45"E, a distance of 52.18' to a 5/8" rebar (cap id. "C&A") set;

Thence N 00°40'18"W, a distance of 105.42' to a 5/8" rebar (cap id. "C&A") set;

Thence N 89°11'54"E, a distance of 762.41' to a 5/8" rebar (cap id. "C&A") set;

Thence N 43°50'37"E, a distance of 348.73' to a 5/8" rebar (cap id. "C&A") set;

Thence N 46°09'23"W, a distance of 152.68' to a 5/8" rebar (cap id. "C&A") set;

Thence S 89°11'54"W, a distance of 588.83' to a 5/8" rebar (cap id. "C&A") set;

Thence N 37°20'54"E, a distance of 345.73' to a 5/8" rebar (cap id. "C&A") set on the north line of said Original Northampton Township Lot 3;

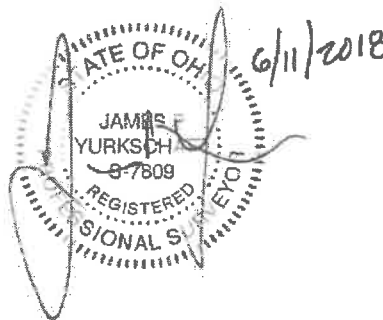
Thence N 89°49'40"E, along the north line of said Original Northampton Township Lot 3, a distance of 628.36' to a 5/8" rebar found and held thereon marking the northwest corner of land conveyed to Richard M. Wendelken and Diane M. Wendelken as recorded in Document #55665000 of Summit County Recorder's records;

Thence S 01°11'47"E, along the west line of said Wendelken land, a distance of 1346.38' to a point thereon being the northeast corner of said Daniele, Trustees land (witness a 1" pipe found 0.51' south and 1.25' west);

Thence N 86°07'00"W, along a north line of said Daniele, Trustees land, a distance of 876.65' to a 3/4" pipe found and held marking a corner thereof;

Thence S 79°21'35"W, along a north line of said Daniele, Trustees land and passing over a 3/4" pipe found and held on the east right-of-way line of Sourek Trail at 557.38', a total distance of 587.84' to the **TRUE PLACE OF BEGINNING** and containing 28.9688 acres (1,261,879 square feet) of land of which 0.4372 acres are contained within the right-of-way limits of Sourek Trail as surveyed by James P. Yurkschatt (P.S. 7809) of Campbell and Associates, Inc. on June 11, 2018.

The basis of bearings for this description is Grid North of the Ohio State Plane Coordinate System, North Zone, NAD83(2011).



Parcel B
0.7656 Acres

Situated in the State of Ohio, County of Summit, City of Cuyahoga Falls, being part Original Northampton Township Lot 3 West of the Cuyahoga River, being a portion of the land conveyed to Bart Pignatelli and Victoria E. Schafer, Co-Trustees as recorded in Document #55680473 of Summit County Recorder's records and being more particularly bounded and described as follows:

Beginning at a 1/2" pipe found and held marking the intersection of the centerline of Sourek Trail (60' wide) with the south line of said Original Northampton Township Lot 3.

Thence N 00°40'18"W, along the centerline of Sourek Trail, a distance of 934.49' to a point thereon being the *TRUE PLACE OF BEGINNING* for the parcel of land described herein;

Thence continuing N 00°40'18"W, along the centerline of Sourek Trail, a distance of 117.34' to a point thereon;

Thence N 89°11'54"E, passing over a 5/8" rebar (cap id. "C&A") set on the east right-of-way line of Sourek Trail at 30.00', a total distance of 290.03' to a 5/8" rebar (cap id. "C&A") set;

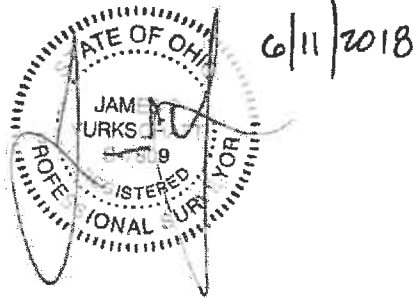
Thence S 00°40'18"E, a distance of 105.42' to a 5/8" rebar (cap id. "C&A") set;

Thence S 83°45'45"W, a distance of 52.18' to a 5/8" rebar (cap id. "C&A") set;

Thence S 83°01'37"W, a distance of 68.52' to a 5/8" rebar (cap id. "C&A") set;

Thence S 89°19'42"W, passing over a 5/8" rebar (cap id. "C&A") set on the east right-of-way line of Sourek Trail at 140.00', a total distance of 170.00' to the *TRUE PLACE OF BEGINNING* and containing 0.7656 acres (33,350 square feet) of land of which 0.0808 acres are contained within the right-of-way limits of Sourek Trail as surveyed by James P. Yurkschatt (P.S. 7809) of Campbell and Associates, Inc. on June 11, 2018.

The basis of bearings for this description is Grid North of the Ohio State Plane Coordinate System, North Zone, NAD83(2011).



DOC # 56432340

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12/07/2018 12:24 PM Recording Fee: \$ 412.00
Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer



Parcel C
11.0572 Acres

Situated in the State of Ohio, County of Summit, City of Cuyahoga Falls, being part Original Northampton Township Lot 3 West of the Cuyahoga River, being portions of the lands conveyed to Bart Pignatelli and Victoria E. Schafer, Co-Trustees as recorded in Document #55680473 and Document #56249568 of Summit County Recorder's records and being more particularly bounded and described as follows:

Beginning at a ½" pipe found and held marking the intersection of the centerline of Sourek Trail (60' wide) with the south line of said Original Northampton Township Lot 3.

Thence N 00°40'18"W, along the centerline of Sourek Trail, a distance of 1051.83' to a point thereon being the **TRUE PLACE OF BEGINNING** for the parcel of land described herein;

Thence continuing N 00°40'18"W, along the centerline of Sourek Trail, a distance of 216.21' to a point thereon being the southwest corner of land conveyed to Kathy P. Grider and Clifton W. Grider as recorded in Document #56245098 of Summit County Recorder's records;

Thence N 89°49'40"E, along the south line of said Grider land, passing over the east right-of-way line of Sourek Trail at 30.00' (witness a 5/8" rebar found 0.11' south and 0.61' east) and a 5/8" rebar (cap id. "C&A") set for reference at 250.00', a total distance of 330.00' to the southeast corner of said Grider land being a point in a pond;

Thence N 00°40'18"W, along the east line of said Grider land, passing over a 5/8" rebar (cap id. "C&A") set for reference at 250.00' and the south right-of-way line of the easterly extension of Sourek Trail at 390.00' (witness a ¾" pipe found 0.27' south and 0.20' west), a total distance of 420.00' to the northeast corner of said Grider land being a point on the centerline of the easterly extension of Sourek Trail and the north line of said Original Northampton Township Lot 3;

Thence N 89°49'40"E, along the centerline of the easterly extension of Sourek Trail and the north line of said Original Northampton Township Lot 3, passing over the east terminus right-of-way line of the easterly extension of Sourek Trail at 170.00' (witness a ¾" pinch-top pipe found 0.24' south and 0.23' west), a total distance of 482.20' to a 5/8" rebar (cap id. "C&A") set;

Thence S 37°20'54"W, a distance of 345.73' to a 5/8" rebar (cap id. "C&A") set;

Thence N 89°11'54"E, a distance of 588.83' to a 5/8" rebar (cap id. "C&A") set;

Thence S 46°09'23"E, a distance of 152.68' to a 5/8" rebar (cap id. "C&A") set;

Thence S 43°50'37"W, a distance of 348.73' to a 5/8" rebar (cap id. "C&A") set;

Thence S 89°11'54"W, passing over a 5/8" rebar (cap id. "C&A") set on the east right-of-way line of Sourek Trail at 1022.44', a total distance of 1052.44' to the **TRUE PLACE OF BEGINNING** and containing 11.0572 acres (481,652 square feet) of land of which 0.2658 acres are contained within the right-of-way limits of Sourek Trail as surveyed by James P. Yurkschat (P.S. 7809) of Campbell and Associates, Inc. on June 11, 2018.

The basis of bearings for this description is Grid North of the Ohio State Plane Coordinate System, North Zone, NAD83(2011).

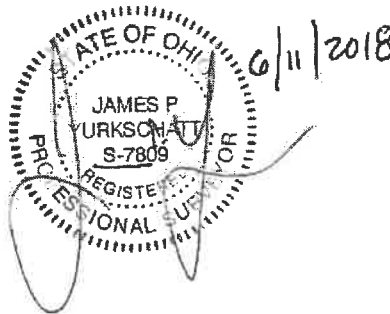


EXHIBIT B
CODE OF REGULATIONS
FOR
THE WOODLAND VILLAS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
GENERAL

SECTION 1. Name and Nature of the Association. The name of the Association is The Woodland Villas Homeowners Association, Inc., an Ohio nonprofit corporation.

SECTION 2. Membership. Upon acquisition of title to a Lot, each Owner automatically becomes a Member of the Association. Such Membership terminates upon the sale or other disposition by such Member of his or her Lot, at which time the new Owner of such Lot automatically becomes a Member of the Association.

SECTION 3. Definitions. The terms used in this Code of Regulations have the same meanings as set forth in the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for The Woodland Villas Subdivision recorded in Instrument no. _____ of the Official Records of Summit County, Ohio, unless the context prohibits or unless otherwise expressly defined herein.

ARTICLE II
MEETINGS OF MEMBERS

SECTION 1. Place of Meetings. Meetings of the Association will be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either in the City of Cuyahoga Falls, Summit County, Ohio or as convenient thereto as possible and practical.

SECTION 2. Annual Meetings. The first meeting of the Members, whether a regular or special meeting, must be held within sixty (60) days from the date of the end of the Declarant Control Period. The next annual meeting must be set by the Board so as to occur no later than thirty (30) days before the close of the Association's fiscal year. Subsequent annual meetings of the Members must be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. The annual meeting of the Members will be held at a date and time as set by the Board.

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SECTION 3. Special Meetings. The President may call special meetings. In addition, it is the duty of the President to call special meetings of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or a written petition signed by at least twenty-five percent (25%) of the total votes of the Association. The notice of special meetings must state the date, time and place of such meeting and the purpose thereof. No business may be transacted at special meetings except as stated in the notice.

SECTION 4. Notice of Meetings. It is the duty of the Secretary to cause to be delivered to the Owner of record of each Lot a notice of each annual or special meetings of the Association stating time and place where it is to be held, and in the case of a special meeting the purpose. Notice must be given in accordance with Article VII, Section 7 herein. Notices for meetings of the Members must be served not less than ten (10) nor more than sixty (60) days before a meeting.

SECTION 5. Waiver of Notice. Waiver of notice of a meeting of the Members is deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after the holding of such meeting. In the event of attendance of any Member at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice is deemed to be a waiver by him or her of notice of such meeting.

SECTION 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If the time and place of the adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting must be given to Members in the manner prescribed for special meetings.

Those present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken must be approved by at least a majority of Members required to constitute a quorum.

SECTION 7. Voting Rights. Each Lot has one vote. If only one of several Owners of a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts a vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to a Lot owned by the Association may be cast.

Unless expressly reserved and the Association is notified of such reservation, a land contract vendee as defined in Chapter 5313 of the Revised Code, is deemed to be the proxy of a land contract vendor for purposes of this section.

SECTION 8. Proxies. A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the Owners of a Lot through a duly executed proxy. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy terminates one year after its date, unless it specifies a shorter time. If a first mortgagee is designated a proxy under the terms of a first mortgage covering the Lot, its presentation to the Board of a copy of the mortgage is notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation does not affect any vote or act previously taken. Each proxy automatically ceases upon conveyance of the Lot.

SECTION 9. Majority of Owners. As used in this Code of Regulations, the term majority means those votes, Owners, Members or other group as the context may indicate totaling more than fifty percent (50%) of the total number.

SECTION 10. Quorum. Except as otherwise provided in these Code of Regulations or in the Declaration, those Members present, in person or by proxy constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

SECTION 11. Conduct of Meetings. The President will preside over all meetings of the Association, and the Secretary will keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transactions occurring thereat.

SECTION 12. Action without a Meeting. Any action which may be authorized or taken at a meeting of the Members, except the election of Board members, may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by not less than a majority of the Members. Any such writing must be entered into the minute book of the Association.

ARTICLE III BOARD OF DIRECTORS

SECTION 1. Governing Body. Except as otherwise provided by law, the Articles of Incorporation, the Declaration or this Code of Regulations, all of the authority of the Association shall be exercised by or under the direction of the Board of Directors, each of whom has one vote.

SECTION 2. Number and Qualification of Directors. The Board of Directors in the Association shall consist of no less than three (3) and no more than five (5) persons and shall be those named in the Articles of Incorporation or other such person or persons as may be substituted by the Declarant pursuant to Article XIII, Section 13.3 thereof. Except with respect to Directors appointed by the Declarant, the Board must consist of Members or spouses of Members; provided, however, no person and his or her spouse may serve on the Board at the same time. The spouse of an Owner is qualified to act as a Director if both the Owner and the spouse occupy the Lot. If an Owner is not an individual, that Owner may nominate for the Board of Directors any principal,



member or manager of a limited liability company, partner, director, officer, or employee of that Owner.

SECTION 3. Director's During Declarant Control Period. The Declarant reserves the right, without a meeting of the Board, Members, and/or Officers and without notice to the same, to unilaterally appoint and remove the members of the Board and the Officers of the Association and to re-organize the Board and determine the numbers of Directors during the Declarant Control Period. The Directors selected by the Declarant serve at the pleasure of the Declarant until one hundred eighty (180) days after the end of the Declarant Control Period pursuant to the Declaration.

SECTION 4. Right to Disapprove of Actions. This section may not be amended without the express written consent of the Declarant as long as the Declarant owns a Lot. So long as Declarant owns a Lot or any part of the Property, Declarant has the right to disapprove of actions of the Board or any Board Committee. This right is exercisable only by the Declarant, its successors, and assigns who specifically take this power in a recorded instrument. The right to disapprove is as follows:

No action authorized by the Board or any Board Committee is effective, nor may any action, policy, or program be implemented until and unless:

- a. The Declarant is given written notice of all meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address Declarant has registered with the Secretary of the Association, as it may change from time to time, which notice must set forth with reasonable particularity the agenda for the meeting; and
- b. The Declarant is given the opportunity at any such meeting to join in or have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee thereof, or the Association. The Declarant, its representatives or agents has the right to make its concerns, thoughts, and suggestions known to the members of the Board and/or subject committee. The Declarant has the right to disapprove of any action, policy, or program proposed by the Board or any committee thereof. If exercised, this right to disapprove blocks any proposed action from moving forward. The Declarant may not use its right of disapproval to require a reduction in the level of services the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

SECTION 5. Powers and Duties. In addition to the duties imposed by the Articles of Incorporation and the Declaration or by any resolution of the Association that may be hereafter adopted, the Board has the power to and is responsible for the following, in way of explanation, but not limitation:

- a. preparation and adoption of an annual budget in which there is established the contribution of each Owner to the Common Expenses;

- b. making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments; provided, however, that unless otherwise determined by the Board, the annual assessment against the proportionate share of the Common Expenses are payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;
- c. providing for the operation, care, upkeep, and maintenance of all the Common Elements;
- d. collecting the assessments, depositing the proceeds thereof in a Board-approved bank depository, and using the proceeds to administer the Association; provided, however, that any reserve fund may be deposited, in the Board's best business judgment, in depositories other than banks;
- e. making and amending rules;
- f. opening of bank accounts on behalf of the Association and designating the signatories required;
- g. enforcing by legal means the provisions of the Declaration, this Code of Regulations, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- h. obtaining and carrying insurance against liabilities, as provided in the Declaration, and paying the premium cost thereof;
- i. paying the cost of all services rendered to the Association or its Members and not chargeable directly to individual Owners;
- j. keeping books with accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;
- k. making available to any prospective purchaser of a Dwelling Unit, any Owner of a Dwelling Unit, any first mortgagee, and the holders, insurers, and guarantors of a first mortgage on any Dwelling Unit, current copies of the Declaration, the Articles, this Code of Regulations, rules governing Dwelling Units, and all other books, records, and financial statements of the Master Association. The Association may impose a reasonable charge for the foregoing in order to defray duplication costs;
- l. permitting utility suppliers to use portions of the Property reasonably necessary to the ongoing or operation of the Property; and

- m. entering into easement agreements, license agreements and other agreements with utility companies (both private and public), with Owners within the Property, and with the owners of neighboring properties.

SECTION 6. Nomination of Directors. Except for Directors selected by the Declarant, nominations for election of the Board of Directors must be made by the Members at the annual meeting. The Members present at an annual meeting or at a special meeting called for the purpose of electing Directors may make as many nominations for election to the Board as they may in their discretion determine, but in no event less than the number of vacancies or terms to be filled. Nominations are permitted from the floor. All candidates must have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

SECTION 7. Election of Directors. Except for Directors selected by the Declarant, the Directors must be elected at each annual meeting of the Members of the Association or at a special meeting called for the purpose of electing Directors. At a meeting of Members of the Association at which Directors are to be elected, only persons nominated as candidates are eligible for election as Directors and the candidates receiving the greatest number of votes will be elected. The Board may adopt rules regarding nominations and procedure for elections. Election to the Board shall be by secret written ballot and at such elections, the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration.

SECTION 8. Term of Office; Resignations. Except for those Directors appointed by the Declarant, each Director holds office for a term of two (2) years and until his or her successor is elected, or until his or her earlier resignation, removal from office, or death. It is intended by these Code of Regulations that the terms of the Directors shall be staggered with one (1) Director being elected in odd numbered years and two (2) Directors being elected in even numbered years. The initial terms of the Directors elected by the Owners shall be adjusted to carry out this intent.

Any Director may resign at any time by oral statement to that effect made at a meeting of the Board of Directors or in writing to that effect delivered to the Secretary of the Association. Such resignation to take effect immediately or at such other time as the Director may specify. In the event of death or resignation of a Director, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

SECTION 9. Compensation. Members of the Board of Directors shall serve without compensation, except that they may be reimbursed for actual expenses incurred on behalf of the Association.

SECTION 10. Removal of Directors. Except for those Directors appointed by the Declarant, at any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority vote of the Owners, and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed must be given at least ten (10) days' notice of the calling of the meeting and the purposes thereof and must be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) unexcused absences from Board meetings or who is delinquent in payment of an Assessment for more than twenty (20) days may be removed by a majority vote of the Directors at meeting, a quorum being present.



SECTION 11. Organization Meetings. The first meeting of the members of the Board of Directors following each annual meeting of the Members must be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

SECTION 12. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as determined from time to time by a majority of the Directors, but at least four (4) such meetings must be held during each fiscal year with at least one (1) per quarter.

SECTION 13. Special Meetings. Special meetings of the Board of Directors must be held when called by written notice signed by the President or Secretary of the Association, or by any two (2) Directors. The notice must specify the time and place of the meeting and the nature of any special business to be considered.

SECTION 14. Notice of Meetings; Waiver. Notice of the time and place of each meeting of the Directors, whether regular or special, must be given to each Director at least seventy-two (72) hours before the time set for the meeting in accordance with Article VII, Section 7.

Waiver of notice of meetings of the Directors is deemed the equivalent of proper notice. Any Director may, in writing, waive notice of any meeting of the Board, either before or after the holding of such meeting. Such writing must be entered into the minutes of the meeting. In the event of attendance of any Director at any meeting without protesting, prior to or at the commencement of at the meeting, the lack of proper notice is deemed to be a waiver by him or her of notice of such meeting.

SECTION 15. Quorum of the Board of Directors. At all meetings of the Board of Directors, a majority of the Directors constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of the Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

SECTION 16. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transaction occurring thereat.

SECTION 16. Open Meetings. All meetings of the Board of Directors are open to all Members of the Association, but Members other than the Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

SECTION 17. Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, or orders of business of similar nature. The nature of any and all business to be considered in executive session must first be announced in open session.



SECTION 18. Action without a Meeting. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting if such action is approved by the written consent of a majority of the Directors. Any such writing must be entered into the minute book of the Association. An explanation of the action taken must be posted at a prominent place or places within the Property within three (3) days after written consents of all the Board members have been obtained.

SECTION 19. Voting By Directors. A Director who is present at a meeting of the Board or any committee meeting when corporate action is taken is deemed to have assented to the action taken unless:

- a) He or she objects at the beginning of the meeting (or promptly upon arrival) to holding it or transacting business at the meeting;
- b) His or her dissent or abstention from the action taken is entered in the minutes of the meeting; or
- c) He or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting. This right of dissent or abstention is not available to a Director who votes in favor of the action taken.

ARTICLE IV OFFICERS

SECTION 1. Officers. The officers of the Association are a President, Vice President, Secretary and Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it deems desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer must be elected from among members of the Board of Directors. After expiration of the Declarant Control Period, all officers must be Members of the Association.

SECTION 2. Election; Term of Office; Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

SECTION 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

SECTION 4. Powers and Duties. The officers of the Association each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. The President is the chief executive officer of the Association. The Secretary has primary responsibility for the preparation and maintenance of all minutes and other records or actions by the Board, and providing



all notice required hereunder and handle all correspondence or other communications of the Association, either directly or by delegation to other committees, the management agent, or both. The Treasurer has the primary responsibility for the preparation of the budget and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

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

ARTICLE V COMMITTEES

SECTION 1. General. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee must be composed as required by law and operate in accordance with the terms of the resolution of the Board designating such committee or with rules adopted by the Board and to the full extent permitted by law.

SECTION 2. Executive Committee. The Board of Directors may, by resolution adopted or signed by all of the Directors, appoint an Executive Committee to consist of one or more Directors. The Board may delegate any or all of its duties to such committee. Any resolution or writing appointing such committee must acknowledge the responsibility of all of the Directors for the operation and administration of the Association. During the Declarant Control Period, the Declarant has the right to appoint an Executive Committee and to delegate such duties as the Declarant deems necessary.

SECTION 3. Architectural Control Committee. The Board of Directors may appoint an Architectural Control Committee which is responsible for plan approval in accordance with Article IX of the Declaration. In addition, the committee may develop and promulgate architectural standards and guidelines with respect to those matters that are within the Association's authority to regulate.

ARTICLE VI DETERMINATION AND PAYMENT OF ASSESSMENTS

SECTION 1. Adoption of Budget. It is the duty of the Board to prepare and adopt a budget covering the estimated Common Expenses of the Association for the coming fiscal year. The budget must also include a capital contribution or reserve in accordance with a capital budget separately prepared. After adoption of the budget, the Board shall cause the summary of the budget and the Assessments to be levied against each Lot not owned by Declarant for the following year to be delivered to each Owner. Such summary must be delivered at least thirty (30) days prior to the start of the fiscal year. The budget and Assessments will take effect on the first day of the fiscal year.

SECTION 2. Capital Budget and Contribution. The Board must annually prepare a capital budget which must take into account the number and nature of replaceable assets, the expected life of each asset and the expected repair or replacement cost. The Board may set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing by annual assessments over the period of the budget. The capital contribution required must be fixed by the Board and included within the budget and assessment, as provided in Section 1 of this Article. A copy of the capital budget must be distributed to each Owner in the same manner as the operating budget.

SECTION 3. Petition for Reconsideration of Budget Increase. If the Board receives a petition for reconsideration of budget increase as set forth in Article VII, Section 7.9 of the Declaration, then the Board must forthwith call a special meeting of the Members. At such meeting, the Members in good standing, in person or by proxy, exercising at least sixty-six and two-thirds percent (66 2/3%) of voting power of the Association, may vote to reduce the increase by any amount proposed in the petition, but not lower than the previous year's budget, nor lower than the amount necessary to meet the Declaration obligations of the Association.

SECTION 4. Failure to Adopt Budget. The failure or delay of the Board to adopt a budget as provided herein does not constitute a waiver or release of the obligation of an Owner to pay the Assessments. In such event, the Assessments based upon the budget last adopted will continue until such time as the Board adopts a new budget.

SECTION 5. Computation of Assessments. The Assessments for Common Expenses for each Lot will be determined in accordance with the operating budget and the capital contribution budget as they apply to the various Lots. Unless otherwise determined by the Board, all Assessments shall be charged on an annual basis. No Assessment of any kind can be levied against Declarant or any Lots owned by Declarant.

SECTION 6. Payment, Delinquency and Acceleration. Unless otherwise determined by the Board, all Assessments are payable annually. Any installment of an Assessment becomes delinquent if not paid on the due date as established by the Board. With respect to each installment of an Assessment not paid within five (5) days after its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, together with interest at the rate provided in Section 1343.03 of the Ohio Revised Code calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days after its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment for the then current fiscal year, attributable to that Lot, to be immediately due and payable without further demand and may enforce collection of the full Assessment and all charges thereon in any manner authorized by law, the Declaration and these Code of Regulations.

SECTION 7. Remedies for Default. If an Owner is in default of payment of an Assessment, the Board may authorize collection through any lawful means, including but not limited to foreclosure of the lien perfected by the filing of the Declaration. Interest and all costs of such collection, including but not limited to court costs, lien fees, witness and expert witness fees, discovery costs, and attorney fees shall be included in the amount due from the Owner and may be



collected. The Board may authorize the Association to bid its interest at any foreclosure sale and to acquire, hold, lease, mortgage, and convey any Lot.

**ARTICLE VII
MISCELLANEOUS**

SECTION 1. Fiscal Year. The Association has a fiscal year beginning on January 1 and ending December 31.

SECTION 2. Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) governs the conduct of Association proceedings when not in conflict with Ohio law, the Articles of Incorporation, the Declaration, or this Code of Regulations.

SECTION 3. Conflicts. If there are conflicts or inconsistencies between the Articles of Incorporation, the Declaration, and these Code of Regulations, the Declaration, the Articles of Incorporation, and this Code of Regulations (in that order) shall prevail.

SECTION 4. Books and Records.

Inspection by Members. The membership book, account books and minutes of the Association, the Board and any committee must be made available for inspection and copying by any Member or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the City of Cuyahoga Falls, Summit County, Ohio, as the Board shall prescribe.

a. **Rules for Inspection.** The Board shall establish reasonable rules with respect to:

i. notice to be given to the custodian of the records by the Members desiring to make the inspection;

ii. hours and days of the week when such inspection may be made; and

iii. payment of the cost of reproducing copies requested by a Member.

b. **Withholding of Books and Records.** Communications, books and records may be withheld from examination or copying by Members to the extent that the records concern:

i. information that pertains to Property-related personnel matters;

ii. communications with legal counsel or attorney work product that pertains to pending litigation or other Property related matters;

iii. information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

iv. information that relates to matters involving enforcement of Association documents or rules and regulations promulgated pursuant thereto;

v. information, the disclosure of which would be in violation of law;
or

vi. meeting minutes or other records of an executive session duly called.

c. Inspection by Directors. Every Director has the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

SECTION 5. Records of Unit Owners. Within thirty days after a Dwelling Unit Owner takes title to a Lot, the Owner must provide the following information in writing to the Association through the Board:

a. The home address, home and business mailing addresses, and the home and business telephone numbers of the Owner, first mortgage holder, and all Occupants of the Dwelling Unit;

b. The name, business address and business telephone number of any person who manages the Owner's Dwelling Unit as an agent of that Owner.

c. Within thirty days after a change in any information that this section requires, an Owner must notify the Association, through the Board, in writing of the change. When the Board requests, an Owner must timely verify or update the information.

SECTION 6. Authorized Communications Equipment. Authorized communications equipment means any communications equipment which provides a transmission, including, but not limited to, by telephone, teletype, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention of, the Member or Director involved and, with respect to meetings, allows all persons participating in the meeting to contemporaneously communicate with each other. The Board has the right to adopt procedures and guidelines regarding such equipment and its use.

SECTION 7. Notices. Unless otherwise provided in this Code of Regulations, all notices, demands, bills, statements, or other communications under this Code of Regulations must be in writing and will be deemed to have been duly given if delivered personally or sent by any one of the following: facsimile, electronic mail, or by United States mail, express mail, or courier service, with postage or fees prepaid:



a. if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if not such address has been designated, at the address of the residence of such Owner; or

b. if to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the Board with written notice to the Owners.

c. In computing the period of time for the giving of a notice required or permitted under the Articles, the Declaration, the Code of Regulations, or a resolution of its Members or Directors, the day on which the notice is given is excluded, and the day when the act for which notice is given is to be done is included, unless the instrument calling for the notice otherwise provides. If notice is given by personal delivery or transmitted by facsimile or electronic mail, the notice is deemed to have been given when delivered or transmitted. If notice is sent by United States mail, express mail or courier service, the notice is deemed to have been given three (3) days after deposited in the mail or the next day when deposited with the overnight or same day courier service, instructing the service to make delivery no later than overnight.

d. A written notice or report delivered as part of a newsletter or other publication regularly sent to the Members shall constitute a written notice or report if addressed or delivered to the Member's address shown in the Association's current list of members, or, in the case of Members who are residents of the same household and who have the same address in the Association's current list of Members, if addressed or delivered to one of such Members at the address appearing on the Association's current list of Members.

SECTION 8. Amendment. The Declarant may unilaterally amend this Code of Regulations at any time during the Declarant Control Period. Thereafter, this Code of Regulations may be amended by a majority of the Owners. During such time as the Declarant has the right to appoint Directors of the Association pursuant to Article XIII, Section 13.3 of the Declaration, the Declarant has the right to consent to any amendment to this Code of Regulations pursuant to the provisions in the Declaration before it becomes effective.

SECTION 9. Financial Review. A review of the accounts of the Association must be made annually in the manner as the Board of Directors may decide, provided, however, after having received the Board's report at the annual meeting, the Owners, by majority vote, may require the accounts of the Association to be audited as a Common Expense by a public accountant.

Adopted pursuant to a resolution of the Incorporators dated _____.

EXHIBIT C
Chart of Maintenance Responsibilities

Item of Maintenance*	Ownership	Responsibility For Cost of Maintenance /Repair**	Responsibility For Performance of Maintenance/Repair**
Utilities that are part of the Common Elements	Association	Association	Association, including snow and ice removal***
Individual Driveways	Lot Owner	Lot Owner	Lot Owner
Sidewalks along streets	Lot Owner	Lot Owner	Lot Owner
Sidewalks within Lot line	Lot Owner	Lot Owner	Lot Owner
Porch Slab	Lot Owner	Lot Owner	Lot Owner
Porch Structure	Lot Owner	Lot Owner	Lot Owner
Patios/Privacy Fences	Lot Owner	Lot Owner	Lot Owner
Decks	Lot Owner	Lot Owner	Lot Owner
Windows	Lot Owner	Lot Owner	Lot Owner
Shutters	Lot Owner	Lot Owner	Lot Owner with prior consent required to change color
Roof	Lot Owner	Lot Owner	Lot Owner
Fire Suppression Sprinklers in Dwelling Units (if applicable)	Lot Owner	Lot Owner	Lot Owner
Siding	Lot Owner	Lot Owner	Lot Owner with prior consent required to change color
Item of Maintenance*	Ownership	Responsibility For Cost of Maintenance /Repair**	Responsibility For Performance of Maintenance/Repair**



Landscaping of Lot	Lot Owner	Lot Owner	Lot Owner
Landscaping of Open Space	Association	Association	Association
Grass on Lot	Lot Owner	Lot Owner	Lot Owner
Trimwork	Lot Owner	Lot Owner	Lot Owner
Exterior Doors	Lot Owner	Lot Owner	Lot Owner with prior consent required to change color
Sliding Glass Doors	Lot Owner	Lot Owner	Lot Owner
Garage Doors	Lot Owner	Lot Owner	Lot Owner
Insurance (Common Elements)	Association	Public liability and casualty damage on Common Elements by Association	N/A
Insurance (Lots and Dwelling Unit)	Lot Owner	Lot Owner	N/A

***FOR ANY ITEM NOT LISTED THE RESPONSIBILITY FOR COST AND THE PERFORMANCE SHALL BE THE RESPONSIBILITY OF THE OWNER OF THAT ITEM.**

****UNLESS OTHERWISE PROVIDED IN THE DECLARATION, MAINTENANCE/REPAIR SHALL INCLUDE THE OBLIGATION TO REPLACE.**

*****THE ASSOCIATION IS NOT REQUIRED TO REMOVE OR PLOW ICE AND SNOW UNLESS AT A DEPTH OF TWO (2) INCHES OR MORE.**

