

W.M. Chicago
LORI CALCEI *File*
PORTAGE CO. RECORDER

201702839 212

RECEIVED FOR RECORD
AT 9.13.19
FEE 736.00

INDEXED

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS *80*
FOR
FOREST RIDGE OF AURORA**

DECLARANT:

**Forest Ridge of Aurora, LLC
22720 Fairview Center Drive, #150
Fairview Park, Ohio 44126
440-801-1690**

THIS INSTRUMENT PREPARED BY:

**Cary J. Zabell Co., LPA
25201 Chagrin Blvd., Suite 130
Beachwood, OH 44122
216.831.8111**

Table of Contents

ARTICLE I DEFINITIONS	1
Additional Property	1
Articles and Articles of Incorporation	1
Assessments	1
Association	1
Board	2
Builder	2
Building	2
Code	2
Common Areas	2
Common Expense Liability	2
Common Expenses	2
Conservation Easement	2
Declarant	2
Declaration	2
Dwelling Unit	2
Easements for Access and Utilities	2
Lot	2
Member	2
Mortgagee	3
Occupant	3
Organizational Documents	3
Owner	3
Property	3
Record Plat	3
Surface Water Management System	3
ARTICLE II NAME, PURPOSE AND GENERAL DESCRIPTION	3
Name	3
Purpose	3
Description	3
ARTICLE III LOTS AND ALLOCATION OF UNDIVIDED INTERESTS	4
Description of Lots	4
Lot Boundaries	4
Common Expense Liability	4
ARTICLE IV COMMON AREAS	4
Description of Common Areas	4
Title to the Common Areas	4

ARTICLE V LOT OWNERS ASSOCIATION	4
Formation	4
Membership	4
Powers of the Association	4
Voting Rights	8
Proxies	8
Annual Meeting	8
Service of Process	9
Acquisition of Real Property	9
Agreement For Professional Management	9
 ARTICLE VI ASSESSMENTS AND COMMON EXPENSES	 9
Common Expenses	9
Common Expense Liability	9
Establishment of Assessments	9
Purpose of the Assessments	9
Annual General Assessment	9
Water/Sewer Assessment	10
Working Capital Fund	10
Individual Lot Assessment	10
Procedures for Imposing an Individual Lot Assessment for Damages or	
Enforcement	10
Notice	10
Hearing	11
Manner of Notice	11
Special Assessments	11
Reserves	12
Allocation of Assessments.	12
Annual General Assessment	12
Other Assessments	12
Computation and Payment of Annual General Assessment	12
Effect of Nonpayment of Assessment; Remedies of the Association.	13
Acceleration, Interest, Fees and Costs	13
Application of Payments	13
Lien for Assessments	14
Creation	14
Effective Dates	14
Perfection	14
Notice of Lien	14
Priority of the Lien	14
Subordination and Mortgagee Protection	14
Extinguishment of Lien Rights	14
Estoppel Certificate	14
Remedies Cumulative	15

Personal Obligation	15
Statement of Unpaid Assessments	15
No Waiver of Liability for Common Expenses	15
Declarant's Obligations	15
ARTICLE VII UPKEEP OF THE PROPERTY	15
Maintenance Responsibility	15
Association's Right to Maintain	16
Access to Lot	16
The City of Aurora's Right to Maintain	16
No Alterations	17
Conservation Easement	17
City of Aurora Riparian Areas and Wetlands Regulations	17
ARTICLE VIII RESTRICTIONS ON USE OF LOTS AND COMMON AREAS	17
Purpose	17
Residential Use	18
Improper Uses	18
Insurance Risk	18
Use of Common Areas	18
Obstruction or Alteration of the Common Areas	18
Animals and Pets	18
Rental of Units	18
Signs	19
No Laundry	19
Use in Accordance with Rules	19
Parking of Vehicles	19
No Trade or Business	19
No Discrimination	20
Architectural Restrictions	20
Plan Approval	20
Design Guidelines	20
Declarant's Plan Approval Period	21
Declarant's Control of New Construction	21
Intentionally Deleted	21
Association's Right of Plan Approval	21
No Liability	21
Dwelling Type	21
Dwelling Floor Areas	21
Roof Requirements	21
Set Back, Minimum Elevation and Yard Requirements	22
Front Yards and Driveways	22
Construction Materials	22
Exterior Siding	22

Exterior Doors and Shutters	22
Fences	22
Front Storage.....	22
Radio and Television Antennas and Satellite Dishes	22
Air Conditioning and Heat Pump Equipment	23
Awnings.....	23
Exterior Carpeting.....	23
Mailboxes	23
Foundations	23
Chimneys	23
Other Structures Including Sheds.....	23
Pools, Hot Tubs and Spas.....	23
Clothes Drying Apparatus	23
Play Equipment.....	23
Basketball Hoops.....	24
Swing Sets	24
Gardens.....	24
Decks and Patios	24
Lamp Posts	24
Flagpoles	24
Completion.....	24
Maintenance	24
ARTICLE IX EASEMENTS	25
Access Easements.....	25
Utility and Other Easements.....	25
The City of Aurora	25
Easements for Surface Water Management.....	26
Surface Water Management System.....	26
Surface Water Management System Easements.....	26
Declarant's Easement to Correct Drainage.....	26
Access	26
Maintenance	26
Restriction on Use.....	27
Easements Reserved to Declarant	27
Reservation by Declarant of Easements for Ingress, Egress and Utilities.....	27
ARTICLE X INSURANCE.....	27
Authority to Purchase	27
Physical Damage Insurance	28
Liability Insurance.....	30
Other Insurance	30
Insurance Trustee	30
Board as Agent	31

Damage or Destruction and Restoration of Common Areas.....	31
Sufficient Insurance	31
Insufficient Insurance.....	31
Damage Caused by Owners.	31
Non-Restoration of Damage or Destruction.....	31
Insurance for Dwelling Unites on Lots	32
Casualty Insurance	32
Liability Insurance.....	32
Disbursements of Construction Funds.....	32
Establishment of Construction Fund.	32
Balance After Payment.....	32
Condemnation.	32
ARTICLE XI AMENDMENT OF DECLARATION AND CODE.....	34
By the Lot Owners	34
By the Declarant.....	34
Amendments by Board.....	35
ARTICLE XII MORTGAGEE PROTECTIVE PROVISIONS	35
Introduction.....	35
Amendments of an Adverse Nature	35
Notice to Mortgagees	35
Limitations in Actions of the Association	36
Notification of Default	36
Unpaid Assessments.....	36
Actions by Meeting of Members	36
Approval of Capital Expenditures	37
ARTICLE XIII REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS.....	37
Remedies	37
Notice Required.....	37
Costs.....	38
ARTICLE XIV SPECIAL DECLARANT RIGHTS.....	38
Use for Sale Purposes	38
Signs and Marketing.....	38
Control of the Association.....	38
Declarant's Personal Property	38
ARTICLE XV MISCELLANEOUS PROVISIONS	39
Binding Effect.....	39
Nonwaiver of Provisions.....	39
Severability	39
Headings	39

Liberal Construction	39
Gender and Grammar	39
ARTICLE XVI DEVELOPMENT RIGHTS	39
Expansion of the Property	39
Common Areas on Additional Property	40
Exercise of Option	40
Assignment of Option	40
Successor Owner Not Liable For Actions of Declarant	41
Transfer of Development Rights by Foreclosure	41
Power of Attorney	41

EXHIBITS:

- “A” - Legal Description of Property
- “B” - Lot Numbers and Addresses
- “C” - References to Drawings
- “D” - Code of Forest Ridge of Aurora Homeowner’s Association, Inc.
- “E” - Legal Description of Additional Property
- “F” - Articles of Incorporation of Forest Ridge of Aurora Homeowner’s Association, Inc.

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS
FOR
FOREST RIDGE SUBDIVISION
PHASE I**

FOREST RIDGE OF AURORA, LLC, an Ohio limited liability company, whose address is **22720 Fairview Center Drive, #150 Fairview Park, Ohio 44126**, (hereinafter referred to as **Declarant**) being the owner of the property (with the exception of Lot 1, described herein), and **NVR Inc.**, a Virginia Corporation, dba **Ryan Homes** (“**NVR**”), being the owner of Lot 1, all of which is located in The City of Aurora, Portage County, Ohio, and more fully described in Exhibit “**A**” attached hereto and incorporated herein (hereinafter referred as the “**Property**”)

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and reservations of easements herein, which are for the purpose of protecting the value and desirability of and which shall run with the Property submitted hereunder or which may subsequently be added, and shall be binding on all parties having any right, title or interest in the Property, their successors and assigns, and shall inure to the benefit of each owner thereof. **NVR** hereby submits its interest in Lot 1 to the covenants, conditions, restrictions, and reservations of this Declaration and declares that Lot 1 shall be held, sold, and conveyed subject to this Declaration as if Declarant was the owner of Lot 1 at the time of the filing of this Declaration.

**ARTICLE I
DEFINITIONS**

1.1 “**Additional Property**” means all or part of the real property described in Exhibit “E”. This property may be added to the project and subject to this Declaration.

1.2 “**Articles**” and “**Articles of Incorporation**” mean the articles, filed with the Secretary of State of Ohio, incorporating the Association as a nonprofit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from time to time. A copy of the Articles is attached as Exhibit “F”.

1.3 “**Assessments**” means those charges by the Association to each Owner for the maintenance of all Common Areas, Common Expenses, Easements, and any other charge authorized under this Declaration.

1.4 “**Association**” means Forest Ridge of Aurora Homeowners Association, Inc., an Ohio nonprofit Corporation, its successors and assigns. Except as the context otherwise requires “**Association**,” shall mean the Board of Directors acting on behalf of the Association.

1.5 “**Board**” shall mean the Board of Directors of the Association as provided by the Act.

1.6 “**Builder**” shall mean any person or entity (including the Declarant) who acquires a Lot for the purpose of improving that Lot and erecting a Dwelling Unit thereon for resale to an Owner

1.7 “**Building**” shall mean the detached two-story single-family or a one-story ranch style single family structure described in Article II, Section 2.3 hereof.

1.8 “**Code**” means the Code of Regulations of the Association, as the same may be lawfully amended from time to time. A true copy of the Code is attached hereto and made a part hereof.

1.9 “**Common Areas**” means all portions of the Property other than the Lots and including Easements for Access and Utilities over portions of each Lot as further defined in Article IV, Section 4.1.

1.10 “**Common Expense Liability**” means the liability for Common Expenses allocated to each Lot pursuant to Article VI, of this Declaration.

1.11 “**Common Expenses**” means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves as further defined in Article VI of this Declaration.

1.12 “**Conservation Easement**” means a recorded instrument held by a conservancy for the purpose of protecting the natural features of the Property in perpetuity.

1.13 “**Declarant**” means Forest Ridge of Aurora, LLC, an Ohio limited liability company, its successors and assigns.

1.14 “**Declaration**” means this Declaration of Covenants, Conditions, and Restrictions for Forest Ridge of Aurora, including any amendments thereto.

1.15 “**Dwelling Unit**” means a building situated on a Lot designed and intended for use and occupancy as a single family residence

1.16 “**Easements for Access and Utilities**” means the portion of each Lot and Common Area utilized for access roads and utilities throughout the Property pursuant to Article IX.

1.17 “**Lot**” means the physical portion of the Property designated for separate ownership or occupancy, the boundaries of which shall be those as set forth on the Record Plat.

1.18 “**Member**” means any person or entity entitled to membership in the Association as provided herein.

1.19 “**Mortgagee**” means any holder, insurer or guarantor of a first or second mortgage of any Unit.

1.20 “**Occupant**” means any person in possession of a Lot whether or not such possession is lawful and shall include but not be limited to, a Lot Owner’s family members, guests, invitees, tenants and lessees.

1.21 “**Organizational Documents**” means the Articles, the Code, the Drawings, and this Declaration, as the same may lawfully be amended from time to time.

1.22 “**Owner**” means the Declarant or other person or entity which owns a Lot, but does not include a person or entity having an interest in a Lot solely as security for an obligation,

1.23 “**Property**” means the real estate described in Exhibit “A” attached hereto, including any buildings, improvements and structures thereon, together with all licenses, easement rights and appurtenances; provided, however, when the Additional Property or any portion or portions thereof, has been added to the Property pursuant to the provisions of Article XVI hereof, the term “Property” shall also include the Additional Property, or any portion or portions thereof, together with all buildings, improvements and structures belonging to the Additional Property, all easements, rights, and appurtenances belonging to the Additional Property.

1.24 “**Record Plat**” means the record plat for Forest Ridge of Aurora Subdivision recorded as instrument number 201618118 in the records of Portage County.

1.25 “**Surface Water Management System**” shall mean the system designed for the Property by the Declarant for stormwater, soil erosion and sediment control. Such system shall include all existing watercourses, ditches, retention basins and swales located on the Property.

**ARTICLE II
NAME, PURPOSE AND GENERAL DESCRIPTION**

2.1. Name. The name of the Property shall be Forest Ridge of Aurora.

2.2. Purpose. The Property shall be used only for residential purposes.

2.3. Description. The initial Property shall consist of sixty (60) Lots and associated Common Areas. The Property may be expanded in a second phase of development pursuant to Section XVI.

**ARTICLE III
LOTS AND ALLOCATIONS**

3.1. Description of Lots. Each Lot shall be a freehold estate. This means that a Lot is considered a parcel of real property for all intents and purposes under Ohio law. Each of the Lots in Phase I and its address are set forth in the attached Exhibit "B".

3.2 Lot Boundaries. Each Lot shall be the area within the parcel lines as set forth on the Record Plat. Each Lot includes everything within the boundaries of the Lot including, but not limited to, the Easements for Access and Utilities, the storm water management easements, and the 12' dry utility easement.

3.3 Common Expense Liability. The allocation for Common Expense Liability in the Association shall be in accordance with the allocations of the various assessments set forth in Section VI.

**ARTICLE IV
COMMON AREAS**

4.1. Description of Common Areas. Common Areas shall mean all real and personal property now or hereafter owned by the Association or otherwise held for the common use and enjoyment of the Owners or Occupants of the Property. Common Areas shall include all portions of the Property not part of a Lot and any area within any individual Lot over which an easement has been granted or reserved to the Association and all improvements constructed in conjunction with such easements. The Common Areas are intended for the common use, benefit and enjoyment of all Occupants of the Property. Any Owner may delegate, in accordance with the Code and subject to reasonable rules, regulations, and limitations as may be adopted in accordance therewith, his or her right of enjoyment to the Common Areas to the members of his or her family, tenants, and social invitees. Common Areas does not mean or imply that the public at large acquires any easement of use or enjoyment therein.

4.2. Title to the Common Areas. Declarant shall convey the Common Areas to the Association not later than the later of the time when the last Lot on the Property or the Additional Property has been conveyed to an Owner other than the Declarant or the Builder; and 10 years after the filing of this Declaration, or earlier at the sole discretion of the Declarant. The conveyance shall be by limited warranty deed and shall have priority over all liens and encumbrances whatsoever except the easements, covenants, restrictions and provisions of this Declaration; easements, covenants, restrictions, conditions and other similar matters of record; real estate taxes and assessments which are a lien, but are not due and payable at the time of said conveyance; and zoning and other ordinances, if any. Declarant shall cause any mortgagee of the Common Areas to subordinate its mortgage on such areas in favor of this Declaration. The Association shall hold title to said parcels subject to the provisions of this Declaration. After title to the Common Area is transferred to the Association, or its successors and assigns, except as otherwise provided herein, the Declarant shall have no greater ownership or control over the

Common Area than the ownership or control of Owners or Occupants within the Property, or Additional Property as the same is added to the Property. Each Lot Owner shall have a non-exclusive easement of enjoyment in and to the Common Areas and a non-exclusive easement of ingress and egress over the Common Areas. All rights herein shall be subject to:

4.2.1. Restrictions set forth in this Declaration;

4.2.2. Any rules and regulations adopted by the Association;

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

4.2.4. All rights granted to the Association in this Declaration, the Code and the Articles of Incorporation.

ARTICLE V LOT OWNERS ASSOCIATION

5.1. Formation. The Declarant has caused to be chartered in accordance with Chapter 1702 of the Ohio Revised Code, a nonprofit corporation named Forest Ridge of Aurora Homeowners Association, Inc. The purposes for the Association are to provide for the administration, governance, maintenance and upkeep of the Property and to promote the health, safety and welfare of the Owners and Occupants of the Property.

5.2. Membership. The membership of the Association is and shall be divided into two (2) classes:

5.2.1. Class "A" Membership. Each Owner of a Lot, excluding the Builder, shall automatically be a Class "A" Member of the Association. Furthermore, membership in the Association is mandatory of all Owners of Dwelling Units and Lots within the Property, excluding the Builder. The Class "A" Membership is appurtenant to the ownership of each Lot and shall not be separable from the ownership of any Lot and shall be deemed to have been terminated with any voluntary or involuntary conveyance of any Lot, whether or not such membership is expressly referred to in the instrument effecting such conveyance, at which time the new Owner or other successor in interest shall immediately and automatically become a Member of the Association with all rights and responsibilities relative thereto. No Owner, whether one or more persons, shall have more than one membership per Lot owned.

5.2.2. Class "B" Membership. The Declarant shall automatically be the sole Class "B" Member of the Association.

5.3 Powers of the Association. The Association, acting through its Board, shall have all authority to manage, maintain, repair, replace, alter and improve the Common Areas and assess and collect funds for the payment thereof, and do all things, and exercise all rights

provided by the Organizational Documents, or the Act, that are not specifically reserved to Lot Owners, including, without limitation:

5.3.1 Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the board determines are necessary or desirable in the management of the Property and the Association;

5.3.2 Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Property, or that involves two or more Lot Owners and relates to matters affecting the Property;

5.3.3. Enter into contracts and incur liabilities relating to the operation of the Property;

5.3.4. Regulate the use, maintenance, repair, replacement, modification, and appearance of the Property;

5.3.5. Adopt rules that regulate the use or occupancy of Lots, the maintenance, repair, replacement, modification, and appearance of Lots and Common Areas when the actions regulated by those rules affect Common Areas or other Lots;

5.3.6. Cause additional improvements to be made as part of the Common Areas;

5.3.7. Purchase, encumber, and convey Lots, and, subject to the requirements of Section 5.8 of this Declaration, acquire an interest in other real property and encumber or convey that interest. All expenses incurred in connection with the acquisition, encumbrance, use and operation of that interest are Common Expenses;

5.3.8. Acquire, encumber, and convey or otherwise transfer personal property;

5.3.9.. Hold in the name of the Association the real property and personal property acquired pursuant to Sections 5.3.7 and 5.3.8 of this Section;

5.3.10. Grant easements, leases, licenses, and concessions through or over the Common Areas;

5.3.11. Impose and collect fees or other charges for the use, rental, or operation of the Common Areas or for services provided to Lot Owners;

5.3.12. Impose interest and late charges for the late payment of Assessments and impose returned check charges;

5.3.13. Promulgate and impose reasonable enforcement assessments for violations of the Declaration, the Code, and the Rules of the Association, and reasonable charges for damage to the Common Areas or other property;

5.3.14. Adopt and amend rules that regulate the collection of delinquent Assessments and the application of payments of delinquent Assessments;

5.3.15. Impose reasonable charges for preparing, recording, or copying amendments to the Declaration, resale certificates, or statements of unpaid Assessments;

5.3.16. Enter a Lot for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Areas, another Lot, or to the health or safety of the occupants of that Lot or another Lot;

5.3.17. To borrow funds, as needed, and pledge such security and rights of the Association as may be necessary or desirable to obtain any such loan including, without limitation, the pledge or assignment of the Association's right to future income and the Association's right to levy assessments upon the members;

5.3.18. Suspend the voting privileges of a Lot Owner or the Occupants of a Lot the Owners of which are delinquent in the payment of assessments for more than thirty days;

5.3.19. Purchase insurance and fidelity bonds required by this Declaration, the Code, or by Federal Home Loan Bank Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Lots on the Property, or such other insurance and fidelity bonds as the directors consider appropriate or necessary;

5.3.20. Invest excess funds in investments that meet standards for fiduciary investments under Ohio law;

5.3.21. Exercise powers that are:

5.3.21.1. Conferred by this Declaration or the Code, or the law of the State of Ohio;

5.3.21.2. Necessary to incorporate or reincorporate the Association as an Ohio nonprofit corporation;

5.3.21.3. Permitted to be exercised in Ohio by a nonprofit corporation;

5.3.21.4. Necessary and proper for the government and operation of the Association.

5.4. **Voting Rights.** Votes in the Association shall be allocated as follows:

5.4.1. Class "A" Member. Class "A" Members shall be entitled to one (1) equal vote for each Lot which they own; there shall be only one (1) vote for each Lot. In any situation where a Member is entitled to exercise a vote and more than one (1) individual or entity holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those individuals or entities determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the vote of the Lot shall be suspended if more than one (1) individual or entity seeks to exercise it. In the case of a Lot owned or held in the name of a corporation, partnership, limited partnership, limited liability company, trust or other entity, a certificate signed by such Owner shall be filed with the Secretary of the Association naming the person authorized to cast a vote for such Lot, which certificate shall be conclusive until a subsequent substitute certificate is filed with the Secretary of the Association. If such certificate is not on file, the vote of such entity shall not be considered, nor shall the presence of a person purporting to act on behalf of such entity at a meeting be considered in determining whether the quorum requirement for such meeting has been met. When a fiduciary or other legal representative of an Owner has furnished to the Association proof of such person's authority, such person may vote as though he or she were the Owner.

5.4.2. Class "B" Member. The Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the Code, are specified elsewhere in the Declaration and the Code. The Class "B" Member shall be entitled to appoint a majority of the directors of the Board during the Class "B" Control Period, as specified in Article III, Section 2 of the Code. After termination of the Class "B" Control Period in accordance with Article III, Section 2 of the Code, if the Declarant continues to own any Lot, including any Additional Property, the Declarant shall have a right to disapprove actions of the Board and any committee as provided in Article III, Section 3, of the Code.

5.5. **Proxies.** Votes allocated to a Lot may be cast pursuant to a proxy duly executed by a Lot Owner. If the 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. A Lot Owner may revoke a proxy given pursuant to this section only by actual notice of the 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. A proxy shall terminate one year after its date, unless it specified a shorter time. Unless expressly reserved and the Association is notified of the reservation, a land contract vendee shall be deemed the proxy of a land contract vendor for purposes of this section.

5.6. **Annual Meeting.** A meeting of the Association must be held at least once each fiscal year once the first meeting is held in accordance with the Code.

5.7. **Service of Process.** Forest Ridge of Aurora, LLC, whose place of business is 22720 Fairview Center Dr., Suite 150, Fairview Park, Ohio 44126, is the person to receive service of process for the Association. At such time as the President of the Association is elected, he or she shall be substituted as Statutory Agent by filing with the Secretary of State the appropriate form for the appointment of such agent.

5.8. **Acquisition of Real Property.** Except as otherwise provided herein, the approval of Lot Owners exercising not less than seventy-five percent (75%) of the voting power of Lot Owners, as well as the authorization of the Board, shall be required for the Association to purchase or sell real property that does not constitute a "Lot" in the Property. In the event that such transaction takes place prior to the date that the Lot Owners, other than the Declarant, assume control of the Association, such transaction shall require only the approval of the Declarant. Expenses incurred in connection with the purchase or sale of real property shall constitute a Common Expense.

5.9. **Agreement For Professional Management.** Upon the expiration of the Class "B" control period, any agreement for professional management of the Property may not exceed three years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on 90 days or less written notice.

ARTICLE VI ASSESSMENTS AND COMMON EXPENSES

6.1. **Common Expenses.** The Common Expenses shall be those costs, charges, and expenditures that are common to all of the completed Lots in the ordinary course of operation. There is no requirement that these be equal, proportional or apply exactly the same to each Lot. The Association shall have the right to determine which expenses are Common Expenses and which are not. The Association shall have the right to assess such non-common expenses to the Lots in any reasonable allocation.

6.2. **Common Expense Liability.** The Common Expense Liability of each Lot shall be its portion of the Common Expenses, as described herein.

6.3. **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 expenses. Each Lot Owner, except as otherwise provided herein, by acceptance of a deed, covenants and agrees to pay such Assessments.

6.4. **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 purposes as hereinafter set forth.

6.5. **Annual General Assessment.** There is hereby established an Annual General Assessment for the Common Expense Liability for each Lot. The Common Expenses shall be, but not limited to: (1) operation, maintenance repair and replacement as required by this

Declaration; (2) a pro-rata share of the cost of off-site surface water management; (3) unless otherwise determined by the Board, the cost of any insurance required by this Declaration; (4) reasonable reserves for contingencies and replacement; (5) administrative, accounting, legal and management fees; (6) the cost of utilities which may serve the Common Area; and (7) all other costs and liabilities incurred by the Association in the exercise of its powers and duties pursuant to this Declaration.

6.6. Water/Sewer Assessment. If required, the Board will separately assess for the cost of any City Water or Sewer Assessments owed to the City.

6.7. Working Capital Fund. The Association shall establish a Working Capital Fund to insure that the Association will have the funds to meet unforeseen expenditures or to purchase any additional equipment or services. The initial Working Capital Fund shall be \$300.00 for each Lot. Any amounts paid to this fund shall not be considered as advance payments of Common Expense Liability. At the time of Closing of a Lot from a Builder, the purchaser of such lot shall be assessed the sum of Three Hundred Dollars (\$300.00) as such purchaser's initial capital contribution to the Working Capital Fund of the Association. The Association shall use this Assessment for its operating expenses. This Assessment is not an advance payment on the Annual General Assessment, and it will not be held in any sort of trust or reserve account. Builders shall not be subject to such Working Capital Fund Assessment.

6.8. Individual Lot Assessment. The Association shall have the right to assess an individual Lot for any of the following:

6.8.1. any costs or expenses determined by the Association not to be a Common Expense as set forth above.

6.8.2. any costs incurred by the Association in the performance of any maintenance in accordance with Article VII, Section 7.2.

6.8.3. subject to the provisions of Section 6.9, any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner, employees, tenants, guests or invitees, including attorney fees, court costs and other expenses incurred to obtain access to the subject Lot.

6.8.4. subject to the provisions of Section 6.9, any costs associated with the enforcement of this Declaration, the Code or the Rules and Regulations of the Association, including, but not limited to attorney's fees, witness fees and costs, and court costs.

6.9. Procedures for Imposing an Individual Lot Assessment for Damages or Enforcement.

6.9.1. Notice. Prior to imposing an Individual Lot Assessment for damages pursuant to Section 6.8.3, or for enforcement pursuant to Section 6.8.4, the Board shall give the Owners of the Lot written notice containing:

- 6.9.1.1. a description of the property damaged or the violation;
- 6.9.1.2. The amount of the proposed Individual Lot Assessment;
- 6.9.1.3. A statement that the owner has a right to a hearing before the Board to contest the proposed Individual Lot Assessment;
- 6.9.1.4. A statement setting forth the procedures to request a hearing pursuant to Section 6.9.2; and
- 6.9.1.5. A reasonable date by which the Lot Owners must cure the violation to avoid the proposed Individual Lot Assessment.

6.9.2. Hearing. A Lot Owner may request a hearing by delivering written notice of such request no later than the tenth day after receiving the notice provided in Section 6.9.1 of this Article. If the Lot Owners fail to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the Individual Lot Assessment referenced in the notice provided above, or may allow a reasonable time to cure the violation before imposing an Individual Lot Assessment. If a Lot Owner requests a hearing, the Board shall not levy the Individual Lot Assessment before holding a hearing, and will, at least seven days prior to the hearing; provide the Lot Owners with a written notice of the date, time and location of the hearing. Within 30 days following a hearing at which the Board imposes a Individual Lot Assessment, the Board shall deliver a written notice of the Individual Lot Assessment to the Lot Owners.

6.9.3. Manner of Notice. Any notice required under this Section to be served:

6.9.3.1. upon the Lot Owners shall be delivered personally to the Owners or Occupants at the Lot, or mailed (by certified mail, return receipt requested) to the Owners at the address of the Lot, provided that if the Owners have provided the Association with an alternate address, all such notices shall be mailed (by certified mail, return receipt requested) to the Owners at such alternative address.

6.9.3.2. upon the Association shall be delivered personally to any officer of the Association or to any on-site representative of any professional management company hired by the Association; or mailed (by certified mail, return receipt requested) to any officer of the Association or to the management company hired by the Association.

6.10. Special Assessments. In addition to the other Assessments authorized herein, the Association may levy Special Assessments in any fiscal year. So long as the total amount of Special Assessments allocable to each Lot does not exceed thirty percent (30%) of the Annual General Assessment for that fiscal year, the Board may impose the Special Assessments.

6.11. Reserves. Each annual budget for Annual General Assessments shall include an amount reasonably considered by the Board to be sufficient as a reserve for replacements and contingencies. Extraordinary expenses not originally included in the annual budget that may become necessary during the year may be charged first against such reserve as the Board shall determine. The Association shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Board deems appropriate. The Association shall also have the right to apply any reserve amounts to Common Expenses as the Board deems appropriate. In addition, the budget shall also include a reserve for the Private Streets and Surface Water Management System . This reserve shall be collected as a portion of the Annual General Assessment and shall be replenished as needed, but no later than within 24 months. If the Annual General Assessments are insufficient to replenish this reserve, then the Association may levy a Special Assessment.

6.12. Allocation of Assessments.

6.12.1. Annual General Assessment. The Annual General Assessment for Common Expense Liability shall be calculated by dividing the total Common Expenses by the number of Lots owned by any party other than the Declarant and the Builder.

6.12.2. Other Assessments. The other Assessments shall be allocated as applicable to the respective Lots and as determined by the Board.

6.13. Computation and Payment of Annual General Assessment. The Annual General Assessment shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Code. This Assessment shall be effective as to each Lot on the first day of the Association's fiscal year, excluding any Lot owned by the Declarant or Builder. So long as there has been no default in payment of the Assessment, it shall be payable in monthly installments due on the first day of each month or quarterly. The Board shall have the power from time to time to adopt such billing, collection and payment procedures, charges and other payment time schedules as it deems appropriate. The initial Annual General Assessment shall be \$1,800.00 for the calendar year 2017, the initial Annual General Assessment shall be first payable at the closing of the purchase of the Lot in a prorated amount, and shall be collected monthly or quarterly. Beginning in January, 2018, the Annual General Assessment shall be collected on a monthly or quarterly basis. If the Board increases the Annual General Assessment greater than five percent (5%) from the previous year, then, within thirty (30) days of notice of such increase, Members in good standing exercising at least twenty-five percent (25%) of the voting power of the Association, may petition the Board for a special meeting of the Association to reconsider such increase. 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 the voting power of the Association, may vote to reduce the increase by any amount therein proposed, but not lower than the previous year's maximum amount.

6.14. Effect of Nonpayment of Assessment; Remedies of the Association.

6.14.1. Acceleration, Interest, Fees and Costs. If any installment of an Assessment is not paid within ten (10) days of its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment immediately due without further notice or demand to the Lot Owner. The Association may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law or this Declaration. The filing of any petition for relief pursuant to the United States Bankruptcy Code by a Lot Owner whose Assessment has been accelerated shall operate as a restoration of the Assessment to its prior status as if it has not been accelerated. The Board, at its option, without notice or demand, may also charge additional amounts for:

6.14.1.1. reasonable, uniform administrative late fees as determined by the Board from time to time;

6.14.1.2. enforcement charges and collection costs (including, without limitation, attorneys and paralegal fees) the Association incurs or estimates that it will incur in connection with the collection of the delinquency;

6.14.1.3. interest on the entire unpaid balance of Assessments and costs incurred by the Association in connection with such collection, at the rate provided in Section 1343.03 of the Ohio Revised Code (and as amended from time to time); and

6.14.1.4. any other charges authorized by the Declaration, Code or the Rules and Regulations promulgated by the Board, (collectively referred to herein as the "interest, fees and costs"), all to the extent not prohibited by Ohio law.

6.14.2. Application of Payments. Payments made by a Lot Owner for assessments shall be applied:

6.14.2.1. first, for the payment of interest accrued on the delinquent installments or portions of unpaid assessments and on costs incurred by the Association in connection with such collection, at the rate provided in Section 1343.03 of the Ohio Revised Code (and as amended from time to time);

6.14.2.2. second, for the payment of administrative late fees charged with respect to the delinquency applicable to the Lot;

6.14.2.3. third, to reimburse the Association for enforcement charges and collection costs (including, without limitation, attorneys and paralegal fees) incurred by the association in connection with the delinquency;

6.14.2.4. fourth, to the payment of delinquent installments or portions of assessments which remain unpaid.

6.15. Lien for Assessments. The Association shall have a lien for any Assessment levied against a Lot, and for any other fee or charge imposed under this Declaration.

6.15.1. Creation. The lien for Assessments, fees and charges is created by this Declaration and shall be a charge and a continuing lien on each Lot, which 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.

6.15.2. Effective Dates. The lien for the Common Expense Liability for each Lot as set forth in the Annual General Assessment shall be effective on the first day of the fiscal year of the Association. The lien for other Assessments shall be effective on the first day of the month following the notice of the levy on the Owners affected.

6.15.3. Perfection. Recording of this Declaration constitutes notice and perfection of the Lien.

6.15.4. Notice of Lien. The Association may file a notice of lien with the Recorder of Portage County. Such notice shall not be required for the Association to enforce its lien.

6.15.5. 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 of political subdivisions and the lien of any bona fide first mortgage filed of record.

6.15.6. 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) shall be 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 shall not relieve the mortgagee or the purchaser of a Lot at such sale from liability for any Assessments thereafter becoming due, or from the lien of any such subsequent Assessment.

6.15.7. Extinguishment of Lien Rights. The right to enforce a lien for unpaid Assessments is extinguished unless proceedings to enforce it are instituted within five (5) years after the full amount of the Assessment becomes due. If a Lot Owner subject to a lien files a petition for relief under the United States Bankruptcy Code, then the period of time to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay under Section 362 of the Bankruptcy Code is lifted.

6.15.8. Estoppel Certificate. Upon request of any mortgagee or Lot 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 Lot

Owner an Estoppel Certificate. Such certificate shall be in recordable form and shall 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.

6.16. Remedies Cumulative. A suit to recover 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.

6.17. Personal Obligation. The Assessments, including fines, if any, payable by each Lot Owner, together with any penalty, interest, costs and reasonable attorney fees shall be the personal obligation of the Lot Owner of the Lot at the time incurred. The personal obligation shall not pass to any successors in title unless expressly assumed by them. Except as provided in Section 6.15.6, successors in title shall be subject to all lien rights of the Association.

6.18. Statement of Unpaid Assessments. The Association shall upon written request of the Lot 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 Lot Owner. The Association may charge a reasonable amount for this statement.

6.19. No Waiver of Liability for Common Expenses. No Lot Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Areas or by abandonment of the Lot against which the Assessments are made.

6.20. Declarant's Obligations. Neither the Declarant nor the Builder shall be responsible to pay any portion of the Common Expense Liability or Assessments.

ARTICLE VII UPKEEP OF THE PROPERTY

7.1. Maintenance Responsibility. Notwithstanding the ownership of the various portions of the Common Areas and the Lots, the Property shall be maintained and repaired by each Lot Owner and the Association in accordance with the provisions of this Section 7.1.

7.1.1. The Lot Owner shall maintain the Lot, including, but not limited to, the Dwelling and all internal and external installations. The Lot Owner shall repair and replace areas appurtenant to the Lot including, but not limited to driveways, sidewalks, and walkways. The Lot Owner shall also remove snow from any walkways and sidewalks on or appurtenant to their Lot.

7.1.2. The Association shall maintain, repair and replace the Common Areas(excluding any portion of any driveway, sidewalk, or walkway on any Lot) and maintain all originally installed landscaping on each Lot. The Association shall also provide snow plowing of the driveways on each Lot.

7.2. Association's Right to Maintain. In the event that an Owner shall fail to provide maintenance as required by this Declaration in a manner satisfactory to the Association, then the Association shall have the right, through its agents and employees, to enter upon said Lot and provide such maintenance as may be required. Except as otherwise expressly set forth herein, the Association is not responsible for the maintenance, repair or replacement of any portion of a Lot, except a Lot owned by the Association, if any. If in the opinion of the Board, maintenance, repairs or service to a Lot are necessary to prevent damage or destruction to any other part of the Property or for public safety, the Association may cause such maintenance, repair or service to be made to a Lot at the Lot Owner's expense. No action shall be taken until the Association has given notice and an opportunity to be heard to the Lot Owner in accordance with the procedures set forth in Article VI, Section 6.9. 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 (including charges incurred by the Association for attorney's fees, court costs and other expenses incurred to obtain access to the subject Lot) shall be assessed against the subject Lot in accordance with Article VI, Section 6.8.2.

7.3. Access to Lot. For the purpose solely of performing the maintenance or exercising the rights and obligations required or authorized herein, the Association, through its duly authorized agents or employees or subcontractors, shall have the right to enter a Lot at a reasonable hour on any day.

7.4. The City of Aurora's Right to Maintain . The Association shall have primary responsibility to maintain, preserve and administer the Property in compliance with the Organizational Document's for the Property and subject to the zoning regulations of The City of Aurora. This obligation of the Association shall continue so long as there are Common Areas within the Association that require maintenance and administration as required by the regulations of The City of Aurora.

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 Aurora shall have the right, but not the obligation, after proper notice, to enter on the Common Areas to make the required improvements and / or to perform those maintenance functions and / or to enforce the provisions of the Declaration. In this event, the Association shall be required to collect Special Assessments, as set forth in Article VI, Section 6.10, from the Owners to reimburse the City of Aurora for such costs. If the Association fails to collect and remit such Assessments to the City of Aurora, then the City of Aurora shall have the right to proceed on behalf of the Association. The City of Aurora shall have all rights accorded to the Association in Articles V and VI, including the right to levy Individual Assessments and to file liens against the Lots.

7.5. No Alterations. In the performance of any maintenance as required herein, no Owner shall make any alteration to, additions to and take any action regarding the Lot or the Common Areas that would or might jeopardize or impair the safety or soundness of the Lots and/or Common Areas without the prior written consent of the Board as hereinafter provided.

7.6. Conservation Easement. The Association shall be responsible for maintaining and controlling the areas dedicated as Protected Property under the terms and conditions imposed on such Protected Property in accordance with the Conservation Easement and Stewardship Fee Covenant granted to the West Creek Preservation Committee filed as instrument number 201606313 of the Portage County Records (the "Conservation Easement"). Said Conservation Easement shall provide for the preservation of the Protected Property as restricted Common Areas for the use and enjoyment of residents within Forest Ridge of Aurora. No improvements shall be permitted within said easement other than those contained and approved within dedicated easements for public utilities and storm water management facilities or to provide public or private recreation. In addition to the authority of the Homeowners Association to enforce the Conservation Easement, the West Creek Preservation Committee, and the City of Aurora are authorized to enforce the restrictions set forth in the Conservation Easement. The Conservation Easement shall not be removed except with the advance consent demonstrated by legislative action of the City of Aurora Council. Furthermore, wetlands and/or stream channels and designated upland buffers which exist within the Protected Property are to be preserved in perpetuity pursuant to the Conservation Easement and Department of the Army Permit Number 2005-01167, issued on April 17, 2008 and verified April 24, 2008 by the United States Army Corps of Engineers, Buffalo District; and the Ohio Environmental Protection Agency Water Quality Certification ID Number 073059 issued on February 25, 2008; and by the OEPA Isolated Level 2 Permit Number 073060 issued on February 25, 2008 (collectively the "Permits"). The restricted uses within the Protected Property are identified in Conservation Easement and Special Condition 7.b. of Corps Permit; and pursuant to Item III.A.A., Item III.A.B.1., and Item III.A.D. of the OEPA Permit. The Declarant, Association, Builder and all Owners and Occupants shall be subject to all terms and conditions of the Conservation Easement and Stewardship Fee Covenant and the Permits. The Stewardship Fee, equal to the product obtained by multiplying .0025 by the total consideration for each transfer, shall be due and payable on all transfers of Property, at any time, including, but not limited to, any resale of any Lots.

7.7. City of Aurora Riparian Areas and Wetland Regulations. All Property depicted on the Recorded Plat with a Development Land Conservation Easement designation shall be regulated by Chapter 1157, Riparian Areas and Wetlands, of the City of Aurora's Codified Ordinances.

ARTICLE VIII RESTRICTIONS ON USE OF LOTS AND COMMON AREAS

8.1. Purpose. Each Lot and the Common Areas shall be used for such purposes as set forth in Section 2.2 of this Declaration.

8.2. Residential Use. No Lot shall be used for other than a single-family residence, unless authorized by the Association. This restriction shall not apply to the Declarant relative to model units and sales offices.

8.3. Improper Uses. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all applicable laws, ordinances and other governmental regulations shall be complied with by and at the sole expense of the Lot Owner(s) and/or the Association having the responsibility for the upkeep of the affected portion(s) of the Property.

8.4. Insurance Risk. No Owner shall permit anything to be done or kept in any Lot or in the Common Areas that will increase the Associations' rate of insurance without the prior consent of the Association. No Owner shall permit anything to be done or kept in any Lot or in the Common Areas which will result in the cancellation of the Association's insurance, or which would be in violation of any law.

8.5. Use of Common Areas. The Common Areas shall be used only for the furnishing of the services and facilities for which the same are reasonably intended and which are incident to the use and occupancy of the Lots.

8.6. Obstruction or Alteration of the Common Areas. No Lot Owner shall obstruct any of the Common Areas, nor shall any Lot Owner store anything upon any of the Common Areas except within any areas designated for storage by resolution of the Board. Nothing shall be constructed or altered in, or removed from, the Common Areas except with the prior written consent of the Board and in accordance with the Rules and Regulations or other regulations or other resolutions of the Board.

8.7. Animals and Pets. 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 Areas, without the approval of the Board, except that the keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds) without the approval of the Board, is permitted, subject to the Rules and Regulations adopted by the Board, so long as such pets are not kept or maintained for commercial purposes or for breeding. Any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten days written notice from the Board. Pets shall not be permitted upon the Common Areas unless accompanied by someone who can control the pet and unless carried or leashed. Any Owner or Occupant who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Owner and the Declarant, free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets that may leave the Lot shall be inoculated as required by law. All Owners and Occupants shall clean up all pet droppings immediately.

8.8. Rental of Units. Unless approved by the Board and incorporated into the Rules and Regulations of the Association, no Dwelling Unit may be leased or rented in the Property.

8.8.1. The Board of Directors shall have the power to make and enforce reasonable rules and regulations, including sanctions for violations, in accordance with the Declaration and Code, to enforce the provisions of this section.

8.8.2. Model homes shall not be subject to this rental restriction until such time as the model home is conveyed to an Owner who occupies the Unit.

8.9. Signs. No signs shall be posted in any place within the Property visible from any portion of the Common Areas except pursuant to the Rules and Regulations adopted by the Board. Provided, however, reasonable signs shall be permitted on a Lot while a Unit is under construction or listed for resale.

8.9.1. Model homes shall not be subject to this signage restriction until such time as the model home is conveyed to an Owner who occupies the Unit.

8.10. No Laundry. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung or exposed on any part of the Lots or the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials.

8.11. Use in Accordance with Rules. There shall be no use of the Common Areas except in accordance with the Rules and Regulations adopted by the Board. Each Lot Owner shall be responsible for the activities of his or her tenants, family members, employees, agents and invitees.

8.12. Parking of Vehicles. No commercial vehicle, truck, van camper, boat, trailer or recreational vehicle shall be stored or parked on the Lots or the Common Areas unless parked entirely within a garage on a Lot, or in accordance with the Rules and Regulations adopted by the Association from time to time. No inoperative or unsightly vehicle shall be stored or parked on the Lots or the Common Areas unless parked entirely within a garage on a Lot. The Association shall have the authority to enact reasonable rules with respect to vehicles and parking. The Association shall have the right to tow vehicles parked in violation of such Rules and Regulations.

8.13. No Trade or Business. No trade or business of any kind may be conducted in or from any Lot. An Owner or Occupant of a Lot, however, may conduct such business activity within the Lot 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; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming on to the Lot who do not reside in the Property; and (d) the business activity is consistent with the residential character of the Property.

8.13.1. The terms "business" and "trade" as used in this provision shall be construed to have their ordinary generally accepted meanings. These meanings shall 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. It shall make no difference as to whether (i) such activity is engaged in full-time or part-time; (ii) such activity is intended to or does generate a profit; and (iii) a license is required thereof. Model homes shall not be subject to this restriction until such time as the model home is conveyed to an Owner who occupies the Unit.

8.14. No Discrimination. No Owner (including the Declarant), Occupant, or any employee, agent or representative thereof, shall discriminate upon the basis of sex, race, age, color, creed, national origin or familial status in the sale, lease or rental of any Lot or in the use of the Common Areas.

8.15. Architectural Restrictions. The following architectural restrictions shall be applicable to the Property. Other restrictions may be set forth in a Supplemental Declaration.

8.15.1. Plan Approval. Certain activities require prior plan approval in accordance with this section. These activities are: the placement, installation or erection of any structure upon the Property; construction, including staking, clearing, excavation, grading, and other site work; exterior alteration or modification of existing improvements and plantings or removal of plants, trees, or shrubs. Prior to any of these activities, the Owner or Builder shall first submit to the Declarant (which for the terms of this section shall include its designee) a complete set of building plans for the proposed construction. The Declarant shall 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 shall commence upon execution of a written notice by the Declarant acknowledging receipt of plans and specifications and all information required therewith. The Declarant shall 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 shall not unreasonably withhold approval of any plans that conform in every way with the 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 shall be deemed to have been given, and no further permission shall be needed before the improvements described in such plans may be constructed or installed. However, in no event shall any improvements be constructed or installed that violate the express terms of this Declaration or any Supplemental Declaration. Upon the expiration of the Class "B" control period, the plan approval rights set forth herein shall be the responsibility of the Association.

8.15.2. Design Guidelines. The Declarant shall prepare and promulgate design and development guidelines governing construction within the Properties. These guidelines shall 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. The Declarant and/or the Association shall have sole and full authority to modify and to amend them from time to time without the consent of any Owner. The Declarant and/or the Association shall 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 having jurisdiction.

8.15.3. Declarant's Plan Approval Period. Declarant's right of plan approval shall exist for as long as Declarant owns any portion of the Property. Declarant's right of plan approval shall include any alterations to existing Lots and / or items requiring prior approval by this Declaration. In any items or matters that are discretionary, the Declarant's decision shall be conclusive upon all parties.

8.15.4. Declarant's Control of New Construction. The Declarant shall have exclusive control of new construction within the Property. No provision of this Declaration or the Design Guidelines, as the same relates to new construction, may be modified without Declarant's consent. No Owner shall apply for a building permit without the prior written approval of the Declarant.

8.15.5. Intentionally Deleted.

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

8.15.7. No Liability. Each Owner and Builder is responsible to insure that all construction or any modifications are in compliance with the Design Guidelines, restrictions and approved plans. If the Declarant or the Directors have acted in good faith on the basis of such information possessed by them, then neither the Declarant, the Board nor any Director shall be liable to the Association or to any Owner 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.

8.15.8. Dwelling Type. No building shall be erected, altered, placed or be permitted to remain on the Property other than single family type dwellings with an enclosed garage for at least two cars.

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

8.15.10. Roof Requirements. The roof and gables of each Unit shall be no less than 6/12 pitch unless (a) the City of Aurora's Architectural Review Board stipulates a pitch that is lower than 6/12 or (b) Builder or an Owner is required to lower the pitch to adhere to the Similarity of Buildings provision in section 1321.07 of the City of Aurora's code. Porch and

patio roofs may be 3.5/12 pitch. All shingles shall be of a uniform color. All roof penetrations shall be located on the rear side of the Unit.

8.15.11. Set Back, Minimum Elevation and Yard Requirements. All Units shall be located in accordance with the building set back lines, minimum basement elevation and yard requirements as shown on the plans approved by The City of Aurora and as set forth in The City of Aurora Zoning Ordinance. The Owner or Builder shall be responsible for compliance with these standards. Declarant shall not be responsible for any failure to comply with these standards.

8.15.12. Front Yards and Driveways. Front yards shall be landscaped as soon after completion of the Unit as is practical and shall meet the minimum design guidelines. All driveways and walks shall be paved with concrete, within one (1) year after construction starts and shall include a walkway from the driveway to the front door as well as a walkway along the frontage of the Lot as required by the City of Aurora.

8.15.13. Construction Materials. No Units shall be constructed of concrete block, cinder block or other similar materials unless the exterior of the Unit is covered with brick and / or siding. No underground Units shall be permitted. Each Dwelling Unit shall have a minimum of 10% brick or stone on the front elevation unless the roof pitch is required to be lower than 6/12 as set forth in Section 8.15.10.

8.15.14. Exterior Siding. Any wooden sheeting materials must have prior approval.

8.15.15. Exterior Doors and Shutters. No changes or alterations, including the installation of screen doors and / or storm doors and color changes, to the exterior doors and/or shutters shall be permitted unless and until prior approval in accordance with Section 8.15.1 above has been obtained.

8.15.16. Fences. No fence of any sort may be erected unless and until prior approval in accordance with Section 8.15.1 above has been obtained, and only four feet maximum wrought iron type fences or white PVC fences shall be permitted. No fence shall be erected in the front yard. For purposes of this section, the front yard shall run from the street to the rear line of the Dwelling Unit. Invisible pet fences are permitted without prior approval. All fences must comply with local building codes and zoning regulations.

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

8.15.18. Radio and Television Antennas and 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 Lot, without the prior written approval as provided in Section 8.15.1, and in accordance with the 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 and satellite dishes.

8.15.19. Air Conditioning and Heat Pump Equipment. No window type air conditioners are allowed.

8.15.20. Awnings. No awnings for windows, doors or patios may be erected or used.

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

8.15.22. Mailboxes. Mailboxes may be cluster type mail boxes with the location and design as approved by the Declarant and the US Postal Service.

8.15.23. Foundations. All Unit foundations shall be brick, stone, decorative block or poured wall with decorative imprint. No part of a foundation more than 16" on any side of a unit may be exposed masonry or concrete.

8.15.24. Chimneys. All chimneys with metal flues must be enclosed within a chase that may be sided. Any direct vent chimney and / or furnace flues, hotwater heater or any other flues shall be vented only to the rear or side of the Unit.

8.15.25. Other Structures Including Sheds. Except as provided below, no structure of a temporary character, trailer, shack, barn, storage shed or other outbuilding shall be permitted. Construction trailers shall be permitted only during construction. Sheds and storage buildings shall not be permitted.

8.15.26. Pools, Hot Tubs and Spas. No swimming pools of any type (except small portable wading pools not to exceed one (1.0) foot in depth which shall not be permitted to remain in place for more than 48 hours) shall be permitted without prior review and approval by the Declarant or the Association and built in accordance with the Design Guidelines. All hot tubs and spas must have prior approval and be in ground or if above ground incorporated into a deck. All hot tubs and spas must be screened with a privacy fence and landscaping that meets the fence requirements in 8.15.16.

8.15.27. Clothes Drying Apparatus. No outdoor clothes drying apparatus of any sort shall be permitted.

8.15.28. Play Equipment. No large-scale play equipment, such as jungle gyms or sandboxes shall be permitted and no basketball hoops, whether permanent or movable, shall be permitted without prior approval of the Declarant and in accordance with city codes and the Design Guidelines.

8.15.29. Basketball Hoops. No basketball hoops shall be permitted on any Lot without prior approval of the Declarant and in accordance with city codes and Design Guidelines.

8.15.30. Swing Sets. Swing Sets shall only be permitted in the rear yard of any Lot and must be made of wood or other natural look material.

8.15.31. Gardens. Decorative landscaping, and small well-kept gardens for personal use are permitted with prior approval in accordance with Section 8.15.1. The Association shall have the right to require the Owner to maintain such additional landscaping and garden and also the right to remove such additional landscaping and garden if the Owner fails to maintain it in a reasonable condition.

8.15.32. Decks and Patios. No decks or patios may be installed or extended without prior approval of the Declarant or the Association and in accordance with city codes and the Design Guidelines.

8.15.33. Lamp Posts. intentionally deleted

8.15.34. Flagpoles. Permanent flagpoles for the display of the flag of the United States of America shall be permitted with the prior written approval as provided in Section 8.15.1, provided that the pole and flag size not out of proportion with the Dwelling Unit and Lot Area. No exterior lighting shall be permitted. Flags shall be displayed in accordance with the following:

8.15.34.1. The patriotic customs set forth in 4 U.S.C.A. 5-10, as amended, governing the display and use of the flag of the United States;

8.15.34.2. The consent of the Lot Owner or of any person having lawful control of the Lot;

8.15.34.3. The recommended flagpole standards set forth in "Our Flag," published pursuant to S.C.R. 61 of the 105th Congress, 1st Session (1998);

8.15.34.4. Any federal law, proclamation of the president of the United States or the governor of the State of Ohio, a section of the Revised Code, or local ordinance or resolution.

8.15.35. Completion. Construction of a Unit shall be completed within one (1) year from the date construction is started.

8.15.36. Maintenance. All Lots and appurtenant Common Areas must be kept mowed and free of debris and clutter. During construction, each Owner and Builder shall be responsible for keeping the streets and adjacent property clean and free of debris. The Declarant shall have the right to assess and Owner or Builder for the cost of mowing or clean up

in the event that the Owner or Builder fails to do so. Owners shall be responsible for all costs incurred to repair or replace damaged curbs and/or gutters along the front of the Owner's Lot resulting from construction vehicles or any negligence during the construction of the Lot.

ARTICLE IX EASEMENTS FOR ACCESS AND UTILITIES

9.1. Access Easements.

9.1.1. Each Lot Owner is hereby granted a non-exclusive easement in common with each other Lot Owner upon, across, over and through each Lot and any Common Areas, all as shown as Private Roadways on the Record Plat, in favor of Declarant and the Association, and Local, State and Federal Authorities, all Owners, Occupants, and their respective guests, licensees and invitees for vehicular or pedestrian ingress and egress, as the case may be, to and from all of the various portions of the Property, subject to such reasonable rules, regulations and restrictions as may be imposed by the Association. Each Lot is hereby burdened with and subjected to an easement for ingress and egress through all Common Areas by persons lawfully using or entitled to the same.

9.1.2. To the extent necessary, each Lot and the Common Areas shall have an easement for encroachment over, across and through the Common Areas and the Common Areas shall be subject to such easement for encroachment.

9.2. Utility and Other Easements. The Common Areas, including those portions of each Lot shown on the Record Plat as Access and Utility Easements shall be, and are hereby, made subject to easements in favor of the Declarant, Association, appropriate utility and service companies and government agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion or the Properties. The easements provided for by this Section 9.2 shall include, without limitation, rights of the Association, any providing utility, any service company and any governmental agency or authority and any of them to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise) security systems, electrical wires, conduits and equipment and ducts and vents and any other appropriate equipment and facilities over, under, through, along and on the Lots and Common Areas. Notwithstanding the foregoing provisions of this Section 9.3, unless approved by the Lot Owner affected thereby, any such easement through a Lot shall be located either in substantially the same location as such facilities or similar facilities existed as of the time of recording of this Declaration and the Record Plat, or so as not to materially interfere with the use or occupancy of the Dwelling Unit by its occupants. Each Owner hereby gives to the Association an irrevocable power of attorney, coupled with an interest, for the purposes of granting such easements as may be required by this Section 9.2.

9.3. The City of Aurora: The Common Areas and the Access and Utility Easements shall be subject to non-exclusive easement to the City of Aurora, 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. Under this easement, those persons may enter upon the Access and Utility Easements and the Common Areas in the performance of their duties. This easement does not run to the public in general.

9.4. Easements for Surface Water Management.

9.4.1. Surface Water Management System. The Surface Water Management System shall consist of the “Private Storm Sewer Easements” and “Private Drainage Easements” as shown on the Drawings. 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 Ohio EPA, The City of Aurora or Portage County.

9.4.2. Surface Water Management System Easements. Each Lot and the Common Areas shall be subject to and shall be benefited by an easement for storm sewers, drainage and surface water management as more particularly shown on the Drawings. Such easement shall be non-exclusive as to the Owners and shall run to the Association. The Association has control and responsibility for drainage and surface water management. Such easement, however, shall not run to the public at large.

9.4.3. Declarant’s Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Areas and the Lots for the purpose of maintaining and correcting drainage of surface water in order to maintain a reasonable standard of health, safety and appearance. This easement expressly included the right to cut any trees, bushes or shrubbery, to grade or regrade the soil or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected area as closely to its original condition as possible. Upon termination of the Class “B” control period, this easement shall also run to the Association.

9.4.4. Access. For the purpose solely of performing the maintenance required or authorized herein, the Association shall have the right to enter upon the Common Areas and Lots at reasonable hours on any day. The Association may act through its duly authorized agents or employees, or subcontractors. The Association must give reasonable notice to the Owner before acting unless they are performing routine maintenance on any Lot, or in the case of an emergency.

9.4.5. Maintenance. The Association shall have primary responsibility for the maintenance of the Water Quality Ponds, including any pipes, concrete gutters or mechanical devices, including vegetation control and debris removal. The Association shall also maintain the portions of the Surface Water Management System, which serve the Lots, including responsibility for grass-cutting and vegetation control within the easements. Such responsibility shall include keeping these easements clean and unobstructed. Maintenance of the Surface Water Management System shall be in accordance with the guidelines and standards set forth by any governmental entity or any other agency having authority.

9.5. Restriction on Use. No Owner shall 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. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of the retention basin.

9.6. Easements Reserved to Declarant. The Declarant hereby reserves, for its benefit and the benefit of its successors and assigns, including the Builder, non-exclusive easements to, over and upon the Common Areas (a) for access for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available, (b) for the periods provided for warranties hereunder, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Lot purchasers and (c) until the Declarant has sold all Lots, to maintain one or more Lots for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs. Such easements described in this paragraph are subject to the Declarant's obligation to restore any areas or improvements damaged by the Declarant's use of such easements.

In addition, Declarant hereby reserves for its benefit and the benefit of its successors and assigns, including the Builder, and the benefit of future owners, including future Lot Owners and Occupants of the area into which the Property may be expanded (the "Additional Property") hereinafter described, a non-exclusive perpetual easement for pedestrian and vehicular access over roadways and footpaths within the Property, for ingress and egress to and from the Additional Property, and each part thereof, and a public street, and to extend the same onto the Additional Property. Additionally, Declarant, for itself, its successors and assigns, reserves an easement across the Common Areas to reach, and right to extend and tie into, utility lines in the Common Areas, as permitted by public authority and the utility company involved, to extend such lines into the Additional Property to service the same. These easements shall continue in effect whether or not all of the Additional Property, or any part thereof, is added to the Association.

9.7. Reservation by Declarant of Easements for Ingress, Egress and Utilities. The Declarant reserves for the benefit of the Additional Property easements for ingress and egress over the Lots and the Common Areas and easements for the availability of utilities from and to the Lots and the Common Areas whether or not the Property is amended to include the Additional Property.

ARTICLE X INSURANCE

10.1. Authority to Purchase. Except as otherwise provided in Section 10.5 of this Declaration, all insurance policies relating to the Common Areas shall be purchased by or on behalf of the Association. Neither the Declarant, the Association, nor any Director(s), officer(s), or managing agent (if any) shall be liable for failure to obtain any coverage required by this

Article if such failure to is due to the unavailability of such coverage from reputable insurance companies, or if such coverage are so available only at demonstrably unreasonable cost. The Association shall promptly furnish to each Lot Owner written notice of the procurement, subsequent changes in and the termination of all insurance coverage obtained on behalf of the Association.

10.1.1. Each such policy shall provide that:

10.1.1.1. The insurer waives any right to claim by way of subrogation against the Declarant, the Association, the Board, the managing agent or the Lot owners, and their respective guests, invitees, tenants, agents and employees and, in the case of the Lot owners, the members of their households;

10.1.1.2. Such policy shall not be canceled, invalidated or suspended due to the conduct of any Lot owner (including the members of such Lot owner's household and such Lot owner's guests, invitees, tenants, agents and employees) or of any member, officer or employee of the Board or the managing agent without a prior demand in writing that the Board or the managing agent cure the defect and neither shall have so cured such defect within sixty days after such demand; and

10.1.1.3. Such policy may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty days prior written notice to the Board, the managing agent and all Mortgagees.

10.1.2. The Declarant, so long as Declarant shall own any Lot, shall be protected by all such policies as a Lot Owner. The coverage provided to the Declarant under the insurance policies obtained in compliance with this Article X shall not be deemed to protect or be for the benefit of any general contractor engaged by the Declarant nor shall such coverage be deemed to protect the Declarant against liability for (or waive any rights with respect to) warranty claims.

10.1.3. All policies of insurance shall be written by reputable companies licensed or qualified to do business in the State of Ohio. Physical damage policies shall be in form and substance and with carriers acceptable to a majority of the Mortgagees,

10.1.4. The deductible, if any, on any insurance policy purchased by the Board shall be a Common Expense; provided, however, that the Association may, pursuant to Section 10.7.3, assess any deductible amount necessitated by the act, neglect or carelessness for which a Lot Owner is responsible against such Lot Owner.

10.2. Physical Damage Insurance. The Board shall obtain and maintain a blanket policy of commercial property insurance with broad form coverage and risks of direct physical loss coverage with vandalism, malicious mischief, windstorm, sprinkler leakage (if applicable), debris removal, cost of demolition and water damage endorsements (water damage shall not include flood as defined by the Federal Emergency Flood Act). Such insurance shall cover the Common Areas, and excluding all Lots and all fixtures and improvements that are

reasonably and customarily considered part of a Lot, and excluding land, excavations, portions of foundations below the under surfaces of the slab floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies. Such insurance shall cover the interests of the Association, the Board, all Lot Owners, and all Mortgagees, as their interests may appear and shall name the Mortgagees as their interests may appear. Such insurance shall be subject to the loss payment and adjustments provisions in favor of the Board as Insurance Director contained in Section 10.5 and 10.6 of this Declaration. Such insurance shall be in an amount equal to One Hundred (100%) percent of the then current replacement costs of the insured property without deduction for depreciation. Such amount shall be determined annually by the Board with the assistance of the managing agent (if any), the insurance company affording such coverage and (if the Board so resolves) a qualified appraiser of real estate.

10.2.1. Such policy shall also provide the following provisions.

10.2.1.1. Waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision not to do so is made pursuant to Section 10.7.4 of this Declaration. In such event, that the insurer shall pay on the basis of the replacement guarantee endorsement subject to the loss payment provision of the policy.

10.2.1.2. The following endorsements (or equivalent): (i) “no control” (to the effect that coverage shall not be prejudiced by any act or neglect of any Lot Owner, occupant or other person if such act or neglect is not within the control of the insured, nor by failure of the insured or any other person to comply with any warranty or condition concerning any portion of the Properties not controlled by the insured); (ii) “contingent liability from operation of buildings laws or codes”; (iii) “increased cost of construction”; and (iv) “agreed amount” or elimination of co-insurance clause.

10.2.1.3. That any “no other insurance” clause excludes individual Lot Owners’ policies from its operation so that the physical damage policy purchased on behalf of the Association shall be deemed primary coverage and any individual Lot Owners’ policies shall be deemed excess coverage, and in no event shall the insurance company obtained and maintained on behalf of the Association hereunder be brought into contribution with insurance purchased by individual Lot Owners or the mortgagees unless otherwise required by law.

10.2.1.4. That a duplicate original of such policy, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder, together with proof of payment of premiums shall be delivered by the insurer to any mortgagee whose request therefor is received by the insurer at least thirty (30) days prior to expiration of the then current policy.

10.2.1.5. The policy may include a reasonable deductible and the amount thereof shall be added to the face amount of the policy in determining whether the amount equals the full replacement cost. The Board may adopt a reasonable apportionment of the deductible between the Lot Owners and the Association.

10.3. Liability Insurance. The Board shall obtain and maintain commercial general liability insurance (including without limitation coverage of all officers against libel, slander, false arrest, invasion of privacy and errors and omissions) and property damage insurance in such limits as the Board may from time to time determine, insuring the Association, each officer, the managing agent, all Mortgagees, and each Lot Owner against any liability to the public or to the Lot Owners (and their invitees, agents and employees) arising out of or incident to the ownership and/or use of the Common Areas. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) a cross liability endorsement under which the rights of a named insured shall not be prejudiced with respect to his action against another named insured; (ii) hired and non-owned vehicle coverage; (iii) deletion of the normal products exclusion with respect to events sponsored by the Association; and (iv) a “severability of interest” endorsement which shall preclude the insurer from denying liability to a Lot Owner because of negligent acts or omissions of the Association, any officer(s) or any other Lot Owner(s). The Board shall review such limits once a year, but in no event shall such insurance be less than One Million (\$1,000,000.00) Dollars covering all claims for bodily injury or property damage arising out of one occurrence.

10.4. Other Insurance. The Board shall obtain and maintain:

10.4.1. Adequate fidelity coverage to protect against dishonest acts on the part of officers, agents and employees of the Association and all others who handle or are responsible for handling the funds of the Association, including management companies or a managing agent. Such fidelity coverage shall: (i) name the Association as an obligee; (ii) be written in an amount not less than one half (1/2) of the total annual assessment for Common Expenses for the then current fiscal year; and (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of “employee” or similar expression;

10.4.2. If required by any governmental or quasi-governmental agency, including without limitation the federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, flood insurance in accordance with the then applicable regulations of such agency;

10.4.3. Workmen’s compensation coverage if and to the extent necessary to meet the requirements of law; and

10.4.4. Such other insurance as the Board may determine or as may be required from time to time by resolutions of the Association.

10.5. Insurance Trustee. Unless otherwise provided in a separate Insurance Trust Agreement, all physical damage insurance policies purchased by or on behalf of the Association shall be for the benefit of the Association, the Lot Owners and the Mortgagees, as their respective interests may appear, and shall provide that all proceeds of such policies shall be paid in trust to the Board as Insurance Trustee (or any other trustee appointed by a separate insurance trust agreement) to be applied pursuant to the terms of this Article X. The sole duty of

the Board as Insurance Trustee (or any other trustee appointed by a separate insurance trust agreement) shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes stated in this Article X, for the benefit of the insured and their beneficiaries thereunder.

10.6. Board as Agent. The Board as Insurance Trustee (or any other trustee appointed by a separate insurance trust agreement) is hereby irrevocably constituted as agent for the Association, each Lot Owner, each mortgagee, other named insured and the beneficiaries, and any other holder of a lien or other interest in the Property, to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon payment of claims.

10.7. Damage or Destruction and Restoration of Common Areas.

10.7.1. Sufficient Insurance. If any Common Areas, or any portion thereof, shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage, together with the deductible amount applicable to the loss or damage under the terms of the policy, shall be sufficient to pay the cost of repair, restoration, or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Association in payment therefor. Except as provided in Section 10.7.3, the amount of the deductible is a Common Expense.

10.7.2. Insufficient Insurance. If any Common Areas, or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds together with the amount of the deductible is not sufficient to pay the cost of repair, restoration, or reconstruction, then, unless within ninety (90) days after such damage or destruction not less than seventy-five percent (75%) of the voting power of Unit Owners elect not to repair or restore such damage or destruction, such repair, restoration, or reconstruction of the Common Areas so damaged or destroyed shall be undertaken by the Association. All insurance proceeds available as a result of the loss or damage shall be applied by the Association to the cost of the repair. Except as provided in Section 10.7.3, the cost of the repairs not covered by, or in excess of, insurance proceeds is a Common Expense.

10.7.3. Damage Caused by Owners. If the damage or destruction is caused through the willful or negligent act of an Owner, employees, tenants, guests or invitees, then the Association shall undertake the necessary repairs and subject to the provisions of Article VI, Section 6.9, and charge any costs incurred to the Owner causing such damage or destruction.

10.7.4. Non-Restoration of Damage or Destruction. Notwithstanding the existence of sufficient insurance, the Lot Owners may, upon the affirmative vote of not less than seventy-five percent (75%) of the voting power of Lot Owners taken within ninety (90) days after such damage or destruction, elect not to repair or restore such damage or destruction.

10.8. Insurance for Dwelling Units on Lots.

10.8.1 Casualty Insurance. Each Owner shall carry casualty insurance on all insurable improvements comprising their Dwelling Unit or constructed within their Lot (“Owner Casualty Policy”). The Owner Casualty Policy shall be in an amount not less than one hundred percent (100%) of the insurable replacement costs of such improvements with a “Guaranteed Replacement Cost Endorsement” (excluding excavation and foundation costs and other items normally excluded from such coverage) and such amount shall be reviewed annually. Such insurance shall include loss or damage by fire and other hazards covered by the standard extended coverage endorsement, such other risks as from time to time may be reasonably required by the Association including, but not limited to, debris removal, vandalism, malicious mischief, windstorm and water damage, if available, waiver of the insurer’s rights of subrogation against Owners, Occupants of Dwelling Units and the Association. A certificate evidencing the Owner Casualty Policy shall be deposited with the Association by each Owner upon request.

10.8.2. Liability Insurance. Each Owner shall carry liability insurance (“Owner Liability Insurance”) insuring against liability for personal injury, disease, illness and death, or injury to or destruction of property occurring upon, in or about or arising from each Owner or Dwelling Unit or Lot with a combined single limit of not less than One Million Dollars (\$1,000,000.00). A certificate evidencing the Owner Liability Insurance shall be deposited with the Association by each Owner upon request.

10.9. Disbursements of Construction Funds.

10.9.1. Establishment of Construction Fund. Any proceeds of insurance collected on account of any casualty to any Common Areas or any other property owned by the Association, any sums appropriated by the Board from reserves and any sums received from collections of Special Assessments on account of such casualty, shall constitute a construction fund to be deposited with the Insurance Trustee as determined in accordance with Section 10.5 of this Declaration. This fund shall be disbursed for payment of the costs of repair and reconstruction upon resolutions of the Board in a manner that assures completion in accordance with plans, specifications and estimates and payment of all contractors in accordance with the mechanic’s lien laws of the State of Ohio.

10.9.2. Balance After Payment. If there is a balance in the construction fund after payment of all costs of the repair and reconstruction for which the construction fund is established, such balance shall be credited to all Lot Owners evenly against their respective Common Expense Liability then due or thereafter becoming due.

10.10. Condemnation.

10.10.1. Whenever any authority having the power of condemnation or eminent domain takes or proposes to take all or any part of the Common Area, each Lot Owner shall be entitled to notice thereof. Each Lot Owner hereby designates and appoints the Association by and through its Board, as his or her exclusive agent to handle, negotiate, settle,

and conduct all matters, proceedings and litigation incident to such taking or proposed taking; and the Association shall have the power and authority to do so. Any award made for such taking shall be payable to the Association. Unless otherwise provided by law at the time of such taking, any award made therefor shall be disbursed by the Association as hereinafter provided in this Section 10.10.

10.10.2. If the entire Property is taken by eminent domain or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Property and this Declaration shall terminate. As determined by the Board, in its sole discretion, the condemnation award shall be retained as reserves, or the condemnation award will be apportioned among the Lot Owners in accordance with their respective Interests in the Common Areas. The Association shall as soon as practicable determine the share of the condemnation award to which each Lot Owner is entitled and each such share shall be paid into separate accounts and disbursed as soon as practicable to the Lot Owners entitled to same. No Lot Owner, however, shall receive any portion of his share of such award until all liens and encumbrances on his Lot have been paid, released or discharged.

10.10.3. If less than the entire Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Property and this Declaration shall not terminate. Each Lot Owner shall be entitled to a share of the condemnation award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the condemnation award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Lot Owners, as follows:

10.10.3.1. the total amount allocated to taking of or injury to the Common Areas shall be apportioned among Lot Owners in proportion to their respective Interests in the Common Areas;

10.10.3.2. the total amount allocated to severance damages shall be apportioned to those Lots which were not taken or condemned;

10.10.3.3. the respective amounts allocated to the taking of or injury to a particular Lot and/or improvements a Lot Owner has made within his own Lot shall be apportioned to the particular Lot involved, and

10.10.3.4. the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable under the circumstances.

10.10.3.5. If an allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation award the Association shall employ such allocation to the extent it is relevant and applicable.

10.10.3.6. Distribution of apportioned proceeds shall be made by checks payable jointly to the respective Lot Owners and their respective Eligible Mortgagees.

10.10.4. If a partial taking results in the taking of a complete Lot, the Lot Owner thereof automatically shall cease to be a member of the Association. Thereafter the Board shall reallocate the ownership, voting rights, assessment ratio and other rights determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall file an amendment of this Declaration evidencing such reallocation, which amendment need only be approved by the Board and by all Lot Owners whose interests in the Common Areas are affected.

10.10.5. The payment of funds by the condemning authority pursuant to this Section 10.10 and any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Sections 10.7, 10.8 and 10.9.

10.10.6. Each Lot Owner and his respective Eligible Mortgagee, by acceptance of a deed conveying such Property Ownership Interest or a mortgage encumbering such Property Ownership Interest, as the case may be, hereby irrevocably appoints the Association his attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney, at the option of the attorney, to carry out the provisions of this Section 10.10.

10.10.7. The holder, insurer or guarantor of a first mortgage on a Lot shall receive timely written notice of any condemnation that affects either a material portion of the Property or the Lot securing its mortgage.

ARTICLE XI AMENDMENT OF DECLARATION AND CODE

11.1. By the Lot Owners. Except as otherwise provided in this Declaration and/or in the Code, this Declaration and the Code may be amended upon the filing for record with the Recorder of Portage County, Ohio, of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added. Such amendment must be executed with the same formalities as this instrument and must refer to the recording reference of the first page of this instrument and its attached exhibits. It must contain a certification by the President of the Association stating that Lot Owners entitled to exercise at least seventy five (75%) percent of the voting power of the Association have approved the amendment. Such amendment need not be signed by the Lot Owners.

11.2. By the Declarant. 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 purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant's original intent; making any change necessary or desirable to meet the requirements of any institutional lender, or any other agency which may insure or purchase

loans on a Lot. No such amendment, however, shall materially affect any Owner's interest in the Association or the Common Areas. Each Owner and his or her mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. 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 a Declarant to be necessary or proper to effectuate the provisions of this paragraph.

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

11.3.1. 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;

11.3.2. To meet the requirements of insurance underwriters;

11.3.3. To bring the Declaration into compliance with law;

11.3.4. To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration; or

11.3.5. To designate a successor to the person named to receive service of process for the Association.

ARTICLE XII MORTGAGEE PROTECTIVE PROVISIONS

12.1. Introduction. This Article establishes certain standards and covenants which are for the benefit of the Mortgages having a security interest in the Property. This Article is supplemental to any other provisions of the documents. This Article is not a substitute for any other provisions. In the case of conflict, this Article shall control.

12.2. Amendments of an Adverse Nature. Amendments of the Declaration of a material adverse nature to Mortgagees shall be agreed to by Mortgagees that represent at least 51 percent of the votes of Lots that are subject to mortgages. Implied approval may be assumed when a Mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

12.3. Notice to Mortgagees. The Association shall give the Mortgagee and guarantor of the mortgage on any Lot the right to timely written notice of:

12.3.1. Any condemnation or casualty loss that affects either a material portion of the project or the Lot securing its mortgage;

12.3.2. Any 60-day delinquency in the payment of assessments or charges owed by the owner of any Lot on which it holds the mortgage;

12.3.3. A lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

12.3.4. Any proposed action that requires the consent of a specified percentage of Mortgagees.

12.4. Limitations in Actions of the Association. In the case of condemnation or substantial loss to the Common Areas of the Property, unless at least two-thirds of the first Mortgagees (based on one vote for each first mortgage owned) and Lot Owners (other than the Declarant) of the individual Lots have given their prior written approval, the Association may not:

12.4.1. Seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas by act or omission. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Areas by the Association is not a transfer within the meaning of this clause. This requirement will be deemed waived to the extent necessary to allow the phasing or additions in accordance with Article XVI of this Declaration; and

12.4.2. Use hazard insurance proceeds for losses to the Property (whether Lots or Common Areas) for other than the repair, replacement or reconstruction of the Property.

12.5. Notification of Default. A first Mortgagee, upon request, is entitled to written notification from the Association of any default in the performance by an individual Lot borrower of any obligation under the Declaration not cured within 60 days.

12.6. Unpaid Assessments. Any first Mortgagee who obtains title to a Lot pursuant to the remedies in the mortgage or through foreclosure shall not be liable for more than six months of the Lot's unpaid regularly budgeted assessments or charges accrued before acquisition of the title to the Lot by the Mortgagee. If the Association's lien priority includes costs of collecting unpaid assessments, the lender/seller/servicer will be liable for any fees or costs related to the collection of the unpaid assessments.

12.7. Actions by Meeting of Members. If any of the above actions are taken at a meeting of the Members, then the following provisions apply:

12.7.1. at least 25 days advance notice to all Members is required;

12.7.2. the notice states the purpose of the meeting and contains a summary of any material amendments or extraordinary actions proposed;

12.7.3. the notice contains a copy of the proxy that can be cast in lieu of attendance at the meeting; and

12.7.4. the quorum is at least 20 percent of the total number of votes.

12.8. Approval of Capital Expenditures. A majority vote of the Members is required to approve capital expenditures, other than for repair and replacement, during any fiscal year of more than twenty (20%) percent of the budget for Common Expenses for that fiscal year.

ARTICLE XIII REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS

13.1. Remedies. The violation of any covenant or restriction contained in the Declaration or the Code or violation of any rule or regulation duly adopted by the Association shall give the Board the authority to enforce the covenants, restrictions, rules and regulations in accordance with this Section.

13.1.1. The Board may take any of the following actions:

13.1.1.1. levy a enforcement assessment against the Lot Owner or Occupant which shall also be an Individual Lot Assessment under Article VI, Section 6.9, of the Declaration.;

13.1.1.2. to enter upon a Lot or a portion thereof upon which, or as to which, a 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 an of the provisions of the Declaration or Code, and the Board or its agents shall not be deemed guilty in any manner of trespass or wrongful act;

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

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

13.2. Notice Required. Prior to any action, the Board shall give the Lot Owner and/or Occupant reasonable notice of the violation and an opportunity to be heard regarding it. Such notice and opportunity shall not be required in emergency situations or for repeated or continuing violations.

13.3. Costs. The costs of any remedies, including, but not limited to, the costs to enter and summarily remove violations, court costs and attorneys' fees, shall be the personal obligation of the Lot Owner and charged to the Lot as an Individual Lot Assessment under Article VI, Section 6.8 of the Declaration.

ARTICLE XIV SPECIAL DECLARANT RIGHTS

14.1. Use for Sale Purposes. Declarant reserves for itself, its successors and assigns and the Builder, the right to maintain sales offices and models in the Lots or in the Common Areas.

14.2. Signs and Marketing. The Declarant reserves for itself, its successors and assigns and the Builder, the right to post signs and displays in the Common Areas to promote sales of Lots and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Owners.

14.3. Control of the Association.

14.3.1. 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 for the period of Class "B" control of the Association as set forth in the Code

14.3.2. Early Termination of Control. The Declarant may voluntarily surrender the right to appoint and remove Directors and officers before the termination of the period set forth above. In that event, the Declarant may require, for the duration of that period that specified actions of the Association or the Board, be approved by Declarant before they become effective. Such voluntary termination shall be evidenced by a recorded instrument executed by the Declarant setting forth the termination of right to appoint and the actions which require Declarant's approval.

14.3.3. Initial Board; Transition from Declarant Control. The Board initially shall be those three persons named as the initial Directors pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by Declarant. Upon termination of the Class "B" control period, the Association shall meet and all Lot Owners, including the Declarant, shall elect the Directors to replace all of those Directors earlier elected or designated by the Declarant, as further set forth in the Code.

14.4. Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves 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.

**ARTICLE XV
MISCELLANEOUS PROVISIONS**

15.1. Binding Effect. Each Lot Owner, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, by all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

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

15.3. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or if any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

15.4. Headings. The heading to each article and to each section hereof are inserted only as a matter of convenience and for reference and no way define, limit or describe the scope or intent of this Declaration nor in any way affect this Declaration.

15.5. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class professional development.

15.6. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereby apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

**ARTICLE XVI
DEVELOPMENT RIGHTS**

16.1. Expansion of the Property. The Declarant expressly reserves to itself, its successors and assigns, the option and right to expand the Property. To do so, the Declarant may subject to the Declaration submit to the Property all or any portion of the Additional Property described in Exhibit "E" attached hereto and by this reference incorporated herein, including any improvements thereon. The Declarant, however, is not obligated to expand the Property.

16.1.1. Consent of the Lot Owners shall not be required to exercise this option.

16.1.2. This option to expand shall expire ten (10) years from the date that this Declaration is filed with the Recorder of Portage County. This option shall be renewable for an additional seven (7) year period at the option of the Declarant, during the six months prior to the time that the option expires with notice to the Association.

16.1.3. There are no circumstances that will terminate the option to expand prior to the time established pursuant to Section 16.1.2.

16.1.4. A legal description of all Additional Property that may be annexed is set forth in Exhibit "E".

16.1.5. Declarant is not required to annex all or any portion of the Additional Property. Declarant shall not be required to annex all or a particular portion of the Additional Property, in the event that any of the Additional Property is annexed. There are no limitations on Declarant's right to annex all or a particular portion of the Additional Property.

16.1.6. Declarant may annex portions of the Additional Property from time to time, and at different times, within the time limit previously described. There are no limitations fixing the boundaries of portions annexed, or regulating the order in which portions are annexed.

16.1.7. There are no limitations as to the locations of any improvements that may be made on any portion of the Additional Property.

16.1.8. The maximum number of Lots that may be created on the Additional Property is 31.

16.1.9. In terms of quality of construction and principal material used, structures erected on the Additional Property shall be compatible with those on the Property.

16.1.10. There is no requirement that Lots created on the Additional Property shall be the same type or shall be substantially identical to Lots of the Property. There are no limitations on the types of Lots that may be created on the Additional Property.

16.2. Common Areas on Additional Property. The Declarant expressly reserves the right to create Common Areas within any portion of the Additional Property, which shall become Common Areas of the Property.

16.3. Exercise of Option. This option reserved shall be exercised by the Declarant, its successors and assigns. The Declarant shall exercise this option by adoption, execution and recordation of an amendment to this Declaration together with such drawings and other documents as may be required.

16.4. Assignment of Option. The Declarant may assign all or part of the rights reserved herein with respect to all or part of the Additional Property. Such assignment shall not be effective until an instrument evidencing such assignment is recorded in the office of the

Recorder of Portage County, Ohio. Upon such assignment and unless expressly assumed, neither the Declarant nor the successor declarant shall be liable for warranty obligations, misrepresentations, or breaches of fiduciary duty made by the other.

16.5. Successor Owner Not Liable For Actions of Declarant. A successor owner of the Property or of Additional Property added to the Property who is not an affiliate of the Declarant and who is a bona fide purchaser of the property for value, or a purchaser who acquires the property at a sheriff's sale or by deed-in-lieu of a foreclosure, is not liable in damages for harm caused by an action or omission of the Declarant or a breach of an obligation by the Declarant.

16.6. 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 that 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, 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 does not exercise any Development Rights under this section, such declarant is not subject to any liability as a declarant.

16.7. Power of Attorney. Coupled with this option to expand the regime, the Declarant expressly reserves in favor of itself, its successors and assigns, a power of attorney to act on behalf of any person having an interest in the Property or the Additional Land, whether such interest is legal or equitable, including interests held as security for an obligation, granting to the Declarant, its successors and assigns, the right and power to take such steps and execute any documents as are necessary to effect the expansion of the regime and the annexation of the Additional Property. This power of attorney shall not be affected by the death or disability of any principal and shall be irrevocable as long as the option to expand the regime is in effect. In any event, this power of attorney shall remain in effect for as long as the Declarant's option to expand as set forth above is in effect.

(Signature Block on Following Page)

IN WITNESS WHEREOF, Forest Ridge of Aurora, LLC has caused this Declaration to be signed this 10th day of February, 2017, by WXZ Development/Aurora, LLC, its Manager.

Forest Ridge of Aurora, LLC
By its Manager:

WXZ Development/Aurora, LLC
By its Manager:

WXZ Development, Inc.

By: [Signature]
James R. Wymer, President

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS

Before me, a Notary Public in and for said County and State, personally appeared the above named Forest Ridge of Aurora, LLC, by WXZ Development/Aurora, LLC, its Manager, by WXZ Development, Inc, its Manager, by James R. Wymer, its President, who acknowledged that he did sign the foregoing instrument as such officer of said company, and that the same is his free act and deed and that of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Fainview Park, Ohio, this 10th day of February 2017.

[Signature]
Notary Public, State of Ohio

TRICIA LANGE
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
My commission expires Aug. 4, 2020



IN WITNESS WHEREOF, NVR Inc. hereby consents to the inclusion of Lot 1 in the Property subject to this Declaration and has caused this Declaration to be signed this 6th day of February, 2017.

NVR, Inc.

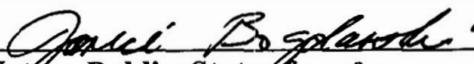
By: 

NVR Inc, its V.P. Division Mgr

STATE OF Ohio)
)
COUNTY OF Cuyahoga) SS

Before me, a Notary Public in and for said County and State, personally appeared the above named NVR Inc., by JOE SCHWANATKA, its V.P. DIV. MGR, who acknowledged that he/she did sign the foregoing instrument as such officer of said corporation, and that the same is his/her free act and deed and that of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at BRACKSVILLE, Ohio, this 6th day of FEBRUARY, 2017.


Notary Public, State of Ohio



JANICE BOGDANSKI
Notary Public
My Commission Expires
March 30, 2019

FEB 09 2017

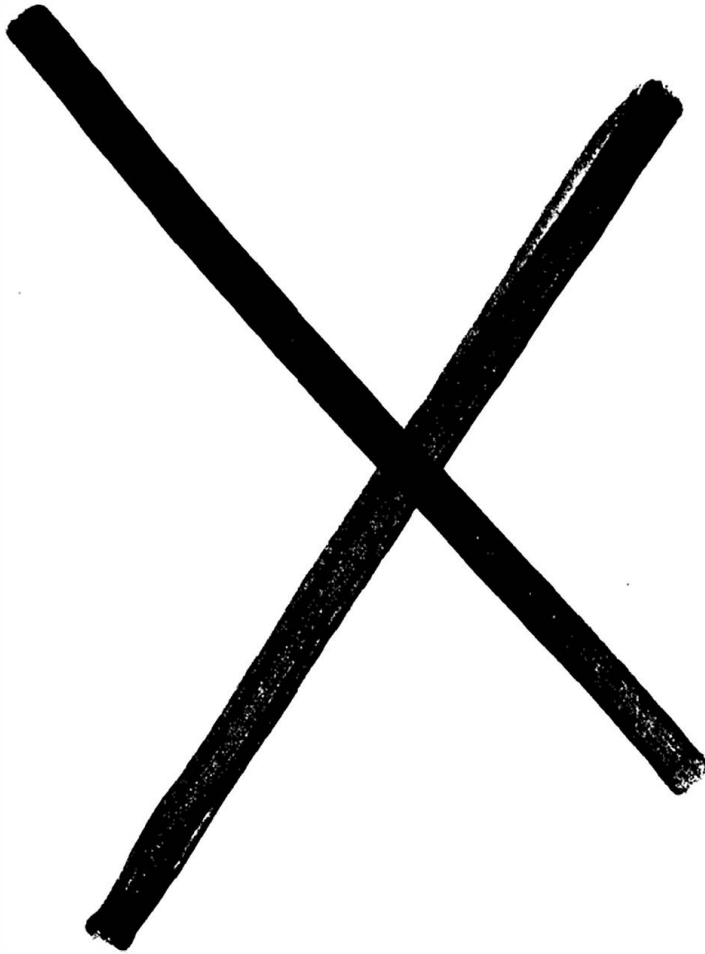
EXHIBIT A

Legal Description of Property

Situated in the City of Aurora, County of Portage and State of Ohio: Being part of Original Aurora Township Lot Nos. 4 & 5 and known as being all of Blocks "B" and "C" and Sublots 1 through 35 and 67 through 91 as depicted in the Plat of Subdivision for Forest Ridge of Aurora – Phase 1 as recorded as Portage County Recorder's Instrument Number 201618118 as shown by the recorded plat in Vol. 2016, Page 64 of Portage County Plat Records.

EXHIBIT B

Lot Numbers and Addresses

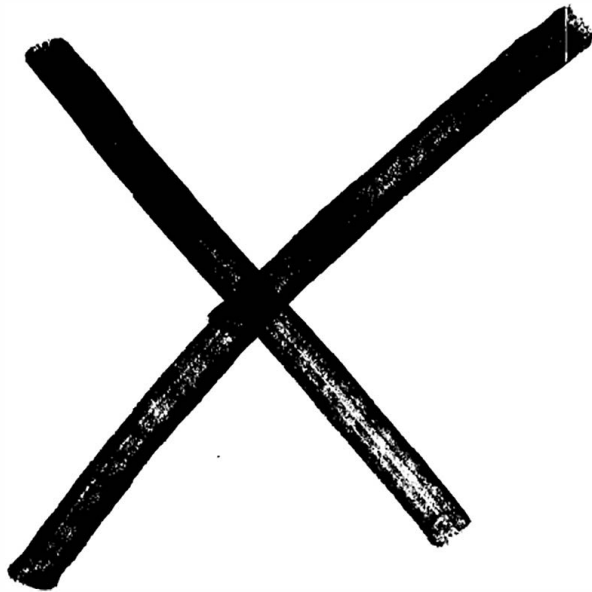


Parcel	Lot Number	Address	Street	Acres
PHASE I PLATTED - PARCELS - LOTS - ADDRESSES				
03-004-10-00-006-001	1	70	LAKELAND WAY	0.19
03-004-10-00-006-002	2	80	LAKELAND WAY	0.205
03-004-10-00-006-003	3	100	LAKELAND WAY	0.268
03-004-10-00-006-004	4	120	LAKELAND WAY	0.266
03-004-10-00-006-005	5	130	LAKELAND WAY	0.225
03-004-10-00-006-006	6	140	LAKELAND WAY	0.229
03-004-10-00-006-007	7	150	LAKELAND WAY	0.237
03-004-10-00-006-008	8	170	LAKELAND WAY	0.298
03-004-10-00-006-009	9	180	LAKELAND WAY	0.243
03-004-10-00-006-010	10	190	LAKELAND WAY	0.241
03-004-10-00-006-011	11	200	LAKELAND WAY	0.239
03-004-10-00-006-012	12	210	LAKELAND WAY	0.237
03-004-10-00-006-013	13	230 - 920	LAKELAND OR WARBLER WAY	0.398
03-004-10-00-006-014	14	940	WARBLER WAY	0.218
03-004-10-00-006-015	15	950	WARBLER WAY	0.305
03-004-10-00-006-016	16	960	WARBLER WAY	0.238
03-004-10-00-006-017	17	970	WARBLER WAY	0.282
03-004-10-00-006-018	18	980	WARBLER WAY	0.271
03-004-10-00-006-019	19	985	WARBLER WAY	0.268
03-004-10-00-006-020	20	975	WARBLER WAY	0.289
03-004-10-00-006-021	21	965	WARBLER WAY	0.273
03-004-10-00-006-022	22	955	WARBLER WAY	0.22
03-004-10-00-006-023	23	945	WARBLER WAY	0.274
03-004-10-00-006-024	24	935	WARBLER WAY	0.254
03-004-10-00-006-025	25	250 - 915	LAKELAND OR WARBLER WAY	0.35
03-004-10-00-006-026	26	260	LAKELAND WAY	0.216
03-004-10-00-006-027	27	270	LAKELAND WAY	0.23
03-004-10-00-006-028	28	280	LAKELAND WAY	0.243
03-004-10-00-006-029	29	290	LAKELAND WAY	0.249
03-004-10-00-006-030	30	300	LAKELAND WAY	0.252
03-004-10-00-006-031	31	310	LAKELAND WAY	0.253
03-004-10-00-006-032	32	320	LAKELAND WAY	0.254
03-004-10-00-006-033	33	330	LAKELAND WAY	0.252
03-004-10-00-006-034	34	340	LAKELAND WAY	0.246
03-004-10-00-006-035	35	350	LAKELAND WAY	0.22
03-004-10-00-006-036	67	295	LAKELAND WAY	0.241
03-004-10-00-006-037	68	285	LAKELAND WAY	0.244
03-004-10-00-006-038	69	275	LAKELAND WAY	0.246
03-004-10-00-006-039	70	265	LAKELAND WAY	0.245
03-004-10-00-006-040	71	255	LAKELAND WAY	0.243
03-004-10-00-006-041	72	245	LAKELAND WAY	0.241
03-004-10-00-006-042	73	235	LAKELAND WAY	0.241
03-004-10-00-006-043	74	225	LAKELAND WAY	0.241

Parcel	Lot Number	Address	Street	Acres
03-004-10-00-006-044	75	215	LAKELAND WAY	0.236
03-004-10-00-006-045	76	205	LAKELAND WAY	0.222
03-004-10-00-006-046	77	195	LAKELAND WAY	0.208
03-004-10-00-006-047	78	185	LAKELAND WAY	0.204
03-004-10-00-006-048	79	175	LAKELAND WAY	0.208
03-004-10-00-006-049	80	165	LAKELAND WAY	0.228
03-004-10-00-006-050	81	155	LAKELAND WAY	0.219
03-004-10-00-006-051	82	145	LAKELAND WAY	0.202
03-004-10-00-006-052	83	135	LAKELAND WAY	0.202
03-004-10-00-006-053	84	125	LAKELAND WAY	0.217
03-004-10-00-006-054	85	115	LAKELAND WAY	0.221
03-004-10-00-006-055	86	105	LAKELAND WAY	0.231
03-004-10-00-006-056	87	95	LAKELAND WAY	0.248
03-004-10-00-006-057	88	85	LAKELAND WAY	0.247
03-004-10-00-006-058	89	75	LAKELAND WAY	0.248
03-004-10-00-006-059	90	65	LAKELAND WAY	0.249
03-004-10-00-006-060	91	55	LAKELAND WAY	0.212
03-004-10-00-006-061	BLOCK A MITIGATION AREA	OPEN SPACE BLOCK		70.012
03-004-10-00-006-062	BLOCK B EAST SIDE	OPEN SPACE BLOCK		18.035
03-004-10-00-006-063	BLOCK C WEST SIDE	OPEN SPACE BLOCK		16.606
03-004-10-00-006-064	BLOCK D PHASE 2	FUTURE DEVELOPMENT/OPEN SPACE		24.185

EXHIBIT C

References to Drawings



RES - Forest Ridge - Aurora, OH

NEFF & Associates							
#	Name	Date	Revision Date	Revision Date	Revision Date	Revision Date	Revision Date
C0.0	Title Sheet	9.23.15	10.26.15	1.6.16	2.19.16	3.15.16	5.3.16
C0.1	General Notes	9.23.15	1.6.16	2.19.16			
C1.0	Existing Conditions & Tree Clearing Plan	9.23.15	10.26.15	1.6.16	2.19.16	5.3.16	
C1.1	Wetland Disturbance Plan	9.23.15	10.26.15	1.6.16	2.19.16	5.3.16	
C1.2	Site Geometric Plan	9.23.15	1.6.16	2.19.16	5.3.16		
C2.0	Storm Water Pollution Prevention Title Sheet	9.23.15	1.6.16	2.19.16	5.3.16		
C2.1	Storm Water Pollution Prevention Plan Specs	9.23.15	1.6.16	2.19.16	3.15.16	5.3.16	
C2.2	Storm Water Pollution Prevention Plan Specs	9.23.15	1.6.16	2.19.16			
C2.3	Storm Water Pollution Prevention Plan Specs	9.23.15	1.6.16	2.19.16			
C2.4	Storm Water Pollution Prevention Plan	9.23.15	10.26.15	1.6.16	2.19.16	3.15.16	5.3.16
C2.5	Storm Water Pollution Prevention Plan	9.23.15	10.26.15	1.6.16	2.19.16	5.3.16	
C2.6	Storm Water Pollution Prevention Plan	9.23.15	10.26.15	1.6.16	2.19.16	5.3.16	
C2.7	Storm Water Pollution Prevention Plan	9.23.15	10.26.15	1.6.16	2.19.16	3.15.16	5.3.16
C2.8	Storm Water Pollution Prevention Plan	9.23.15	10.26.15	1.6.16	2.19.16	5.3.16	
C2.9	Storm Water Pollution Prevention Plan	9.23.15	10.26.15	1.6.16	2.19.16	5.3.16	
C2.10	Bioretention Basin "A" Detail	9.23.15	10.26.15	1.6.16	2.19.16	3.15.16	5.2.16
C2.11	Detention Basin "B" Detail	9.23.15	10.26.15	1.6.16	2.19.16	5.3.16	
C2.12	Detention Basin "C" Detail	9.23.15	10.26.15	1.6.16	2.19.16	3.15.16	5.3.16
C2.13	Detention Basin "D" Detail	9.23.15	10.26.15	1.6.16	2.19.16	5.3.16	
C2.14	Sediment Pond Details	9.23.15	10.26.15	1.6.16	2.19.16	5.3.16	
C2.15	Storm Water Pollution Prevention Details	9.23.15	1.6.16	2.19.16			
C2.16	Storm Water Pollution Prevention Details	9.23.15	1.6.16	2.19.16			
C2.17	Storm Water Pollution Prevention Details	9.23.15	1.6.16	2.19.16			
C3.0	Overall Earthwork Grading Plan	9.23.15	10.26.15	1.6.16	2.19.16	5.3.16	
C3.1	Site Earthwork Grading Plan	9.23.15	10.26.15	1.6.16	2.19.16	5.3.16	
C3.2	Site Earthwork Grading Plan	9.23.15	10.26.15	1.6.16	2.19.16	5.3.16	
C3.3	Site Earthwork Grading Plan	9.23.15	10.26.15	1.6.16	2.19.16	5.3.16	
C3.4	Site Earthwork Grading Plan	9.23.15	10.26.15	1.6.16	2.19.16	5.3.16	
C3.5	Site Earthwork Grading Plan	9.23.15	10.26.15	1.6.16	2.19.16	5.3.16	
C3.6	Site Final Grading Plan	9.23.15	10.26.15	1.6.16	2.19.16	5.3.16	
C3.7	Site Final Grading Plan	9.23.15	10.26.15	1.6.16	2.19.16	5.3.16	
C3.8	Site Final Grading Plan	9.23.15	10.26.15	1.6.16	2.19.16	5.3.16	
C3.9	Site Final Grading Plan	9.23.15	10.26.15	1.6.16	2.19.16	5.3.16	
C3.10	Site Final Grading Plan	9.23.15	10.26.15	1.6.16	2.19.16	5.3.16	
C3.11	Site Intersection Details	9.23.15	1.6.16	2.19.16	3.15.16	5.3.16	
C3.12	Site Intersection Details	9.23.15	1.6.16	2.19.16	5.3.16		
C3.13	S.R. 82 Road Widening – Pavement Demolition Plan	9.23.15	10.26.15	1.6.16	2.19.16	3.15.16	
C3.14	S.R. 82 Road Widening – Paving and Utility Plan	9.23.15	10.26.15	1.6.16	2.19.16		
C3.15	S.R. 82 Road Widening – Maintenance of Traffic Plan	9.23.15	10.26.15	1.6.16	2.19.16		
C3.16	S.R. 62 Road Widening Plan – Sta. 1+00-5+50	9.23.15	10.26.15	1.6.16	2.19.16	3.15.16	5.3.16
C3.17	S.R. 62 Road Widening Plan – Sta. 5+50-10+50	9.23.15	10.26.15	1.6.16	2.19.16	3.15.16	5.3.16
C3.18	S.R. 82 Road Widening Plan – Sta. 10+50-15+50	9.23.15	10.26.15	1.6.16	2.19.16	3.15.16	5.3.16
C3.19	S.R. 62 Road Widening Cross Sections – Sta. 1+00-7+50	9.23.15	10.26.15	1.6.16	2.19.16		
C3.20	S.R. 82 Road Widening Cross Sections – Sta. 8+00-14+50	9.23.15	10.26.15	1.6.16	2.19.16		
C4.0	Overall Site Utility Plan	9.23.15	10.26.15	1.6.16	2.19.16	3.15.16	5.3.16
C4.1	Site Utility Plan	9.23.15	10.26.15	1.6.16	2.19.16	3.15.16	5.3.16
C4.2	Site Utility Plan	9.23.15	10.26.15	1.6.16	2.19.16	3.15.16	5.3.16
C5.0	Site Layout and Traffic Plan	9.23.15	10.26.15	1.6.16	2.19.16		
C5.1	Lakeland Way – Sta. 0+00 to 5+50	9.23.15	1.6.16	2.19.16	3.15.16	5.3.16	
C5.2	Lakeland Way – Sta. 5+50 to 10+50	9.23.15	1.6.16	2.19.16	5.3.16		
C5.3	Lakeland Way – Sta. 10+50 to 15+50	9.23.15	1.6.16	2.19.16	3.15.16	5.3.16	
C5.4	Lakeland Way – Sta. 15+50 to 21+00	9.23.15	1.6.16	2.19.16	5.3.16		
C5.5	Lakeland Way – Sta. 21+00 to 23+50	9.23.15	1.6.16	2.19.16	5.3.16		
C5.6	Warbler Way – Sta. 0+50 to 6+00	9.23.15	1.6.16	2.19.16	5.3.16		

C5.7	Miscellaneous Profiles – "A", "B", & "C"	9.23.15	1.6.16	2.19.16	5.3.16		
C5.8	Miscellaneous Profiles – "D", "E", & "F"	9.23.15	1.6.16	2.19.16	3.15.16	5.3.16	
C5.9	Miscellaneous Profiles – "G"	9.23.15	1.6.16	2.19.16	3.15.16	5.3.16	
C7.0	Typical Section & Roadway Details	9.23.15	1.6.16	2.19.16			
C7.1	Site Details	9.23.15	1.6.16	2.19.16			
C7.2	Storm Sewer Details	9.23.15	1.6.16	2.19.16			
C7.3	Storm Sewer Details	9.23.15	1.6.16	2.19.16			
C7.4	Storm Sewer Details	9.23.15	1.6.16	2.19.16			
C7.5	Sanitary Sewer Details	9.23.15	1.6.16	2.19.16			
C7.6	Water Details	9.23.15	1.6.16	2.19.16			
C8.0	Wetland Mitigation Plan	9.23.15	1.6.16	2.19.16			
C8.1	Wetland Mitigation Plan	9.23.15	1.6.16	2.19.16	5.3.16		
C8.2	Wetland Mitigation Plan	9.23.15	1.6.16	2.19.16	5.3.16		
C8.3	Wetland Mitigation Plan	9.23.15	1.6.16	2.19.16			

Schoenbrunn Landscaping Inc.

#	Name	Date	Revision Date	Revision Date	Revision Date	Revision Date	Revision Date
L-1	Proposed Landscaping Entry Plan	11.3.16	11.8.16	11.18.16	12.16.16	12.27.16	

Geotech Report - North Central Engineering: 6.23.15

EXHIBIT D

**Code of Forest Ridge of Aurora
Homeowner's Association, Inc.**

