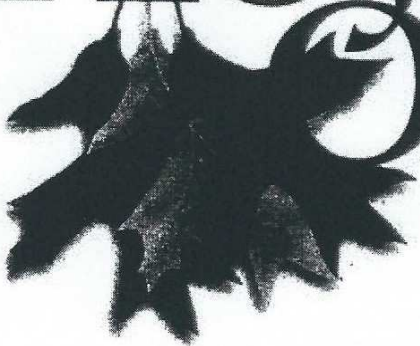


Ashley Oaks



Declarations of Covenants and Restrictions

And

By-Laws

Of

ASHLEY OAKS HOMEOWNERS' ASSOCIATION

Strongsville, Ohio

May 25, 2017

ASHLEY OAKS HOMEOWNERS' ASSOCIATION

P.O. BOX 360293

Strongsville, Ohio 44136

**THE FOLLOWING PAGES ARE THE DECLARATIONS OF
ASHLEY OAKS HOMEOWNERS' ASSOCIATION, INC AS
REVISED AND RESTATED IN MAY, 2017**

**THESE PROVISIONS PERTAIN TO ALL PROPERTIES IN
ASHLEY OAKS, INCLUDING OAKMONT VILLAS**

RESTATED DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
ASHLEY OAKS SUBDIVISION
Strongsville, Ohio

This Restated Declaration, made on the 25th day of MAY, 2017 by Ashley Oaks Homeowners Association, Inc., an Ohio non-profit corporation, hereinafter called "Association."

WITNESSETH:

WHEREAS Association is the owner of certain property described in Article II of this Declaration consisting of approximately 73 acres and Developer desired to create thereon a residential community with approximately 190 living units therein (consisting of approximately 115 detached single family living units and approximately 75 cluster and/or condominium living units, as said number of living units and mix thereof may be adjusted from time to time as provided in Article II hereof) with permanent open spaces, easement areas and other common properties and facilities for the benefit of the said residential community; and

WHEREAS such residential community was developed in phases over a period of years; and

WHEREAS the Developer, pursuant to the general plan of residential development and in furtherance of the desire to provide for the presentation of the values and amenities in said residential community, subjected the real property described in Article II, together with such additions as may hereafter be made thereto (as provided in Article II), to the covenants, restrictions, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS the Developer deemed it desirable for the efficient preservation of the values and amenities in said residential community to create an agency to which should be delegated and assigned the power of maintaining and administering the open spaces, common properties and facilities and easement areas as set forth in Article IV hereof and administering and

enforcing the covenants and restrictions set forth herein and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS Developer therefore caused to be incorporated under the laws of the State of Ohio, as a non-profit corporation, Ashley Oaks Homeowners Association, for the purposes of exercising the functions aforesaid;

WHEREAS, any amendments to the original Declaration are incorporated into this Restated Declaration, except for the Second Amendment to Declaration of Covenants and Restrictions for Ashley Oaks Subdivision (Instrument Number 200002252000), which has been Amended and Restated (Instrument Number 201603170146) and remains separately filed.

NOW, THEREFORE, the Developer declared that the real property described in Article II, and such additions thereto, as may hereafter be made, pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth and further specifies that this Declaration shall constitute covenants to run with the land and shall be binding upon the Developer and its successors and assigns, and all subsequent owners of all or any part of said real property, together with their grantees, successors, heirs, executors, administrators or assigns. Developer may have imposed a separate and additional Declaration of Covenants and Restrictions applicable only to a Unit Cluster Parcel or a Condominium Property and create a separate ancillary homeowners' association or condominium association to enforce and administer same, but in any event the within Declaration of Covenants and Restrictions shall nevertheless be binding upon such Unit Cluster Parcel and/or Condominium Property with priority and precedence over such separate ancillary Declaration.

ARTICLE I

DEFINITIONS

SECTION 1. The following words, when used in this Declaration or any Supplemental Declaration (unless the context prohibits), shall have the following meanings:

- (a) "Association" shall mean and refer to the Ashley Oaks Homeowners Association.
- (b) The "Properties" shall mean and refer to the property described in Article II and any additions made thereto in accordance with Article II.
- (c) "Common Properties" shall mean and refer to those areas of land and improvements and facilities thereon, shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of all owners of the Properties. All Easement Areas and recreational facilities, unless specifically designated in writing upon any

subdivision plat pertaining to such separate ancillary Declaration to be solely for the benefit of the members of such Unit Cluster Parcel or Condominium Property encumbered by said separate ancillary Declaration, shall be deemed to be Common Properties and all such recreational facilities shall be available for use by any owner of a Living Unit and by Developer.

(d) "Condominium Property" shall mean and refer to any building and related common and limited common areas which are dedicated to be a condominium project pursuant to Chapter 5311 of the Ohio Revised Code.

(e) "Condominium Unit" shall mean any Unit and its related limited common areas and its pro rata share of any common areas of a Condominium Property.

(f) "Developer" shall mean and refer to Queenswood Developers, Inc. and its successors and assigns and an individual or entity to whom or to which Queenswood Developers, Inc. or a successor Developer conveys all or substantially an of the real estate comprising the Properties which have not been previously conveyed and one (1) or more individuals or entities to whom or to which Queenswood Developers, Inc. or a successor Developer, at any time or from time to time, assigns or conveys all or any portion of the rights and/or obligations of the Developer hereunder.

(g) "Development Period" shall mean the development of the residential community in stages, projected to occur over a period of years ending December 31, 2004.

(h) "Living Unit" shall mean and refer to any building, or any portion of a building situated upon a Lot, or any unit of Condominium Property and/or any Unit Cluster Parcel, situated within the Properties, designed and intended for use and occupancy as a residence by a single family.

(i) "Lot" shall mean and refer to any subplot (whether or not improved with a house) shown upon any recorded subdivision plat of the Properties.

(j) "Member" shall mean and refer to all those Owners called members of the Association as provided in Article III, Section 1, hereof.

(k) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon the Properties, but shall not mean or refer to the mortgagee thereof unless and until such mortgagee has acquired title pursuant to foreclosure, or any proceeding in lieu of foreclosure.

(l) "Residential Community" shall include and mean the 190 Living Units to be developed upon the Properties, as said number may be adjusted from time to time pursuant to Article II hereof.

(m) "Unit Cluster Parcel" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the uses allowed by Section 1252.32 of the Codified Ordinances of the City of Strongsville, or any other successor ordinance regulating Unit Cluster Developments.

(n) "City" shall mean the City of Strongsville, a municipal corporation organized and existing under the laws of the State of Ohio. It is specifically acknowledged by all parties to these Covenants and Restrictions that the "City" is a third party beneficiary to these Covenants and Restrictions and has the same authority to administer and enforce these Covenants and Restrictions as they relate to the open spaces, Common Properties, storm sewers and swales, and other Easement Areas as more fully set out herein, as does the Association or Developer. The City, as a third-party beneficiary to these Covenants and Restrictions and by giving its approval to these documents, shall in no way be deemed to have waived any of its zoning, building or other requirements of ordinances or general law which requirements shall still be binding upon the Properties if they are more restrictive than the requirements set out within these Covenants and Restrictions.

ARTICLE II

PROPERTIES SUBJECT TO THE DECLARATION; ADDITIONS THERETO

SECTION 1. Existing Property.

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Strongsville, Ohio, includes the Ashley Oaks Subdivision and is more particularly described in Exhibit "A" annexed hereto and made a part hereof.

All of the aforesaid real property shall hereinafter be referred to as "Existing Property."

SECTION 2. Additions to Existing Property.

Additional lands may become subject to this Declaration in the following manner:

(a) Additions by the Developer With the Prior Approval of the City. The Developer, with the prior written approval of the City, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development. Nothing, however, contained herein shall bind the Developer to make any additions or to adhere to any particular plan of development.

(b) Additions by the Association with the Prior Approval of the City. The Association, with the prior written approval of the City, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development. Nothing, however, contained herein shall bind the Association to make any additions or to adhere to any particular plan of development.

(c) Any such addition shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions in a form approved by the Developer or the Association, as applicable, with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such additional property. Such Supplemental Declaration may contain such complementary additions and modifications of these Covenants and Restrictions as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the scheme of these Covenants and Restrictions. In no event, however, shall such Supplemental Declaration revoke, modify or add to the Covenants and Restrictions established by this Declaration within the Existing Property, nor shall such instrument provide for assessment of the added property at a lower rate than that applicable to the Existing Property.

(d) Such additions shall extend the jurisdiction, functions, duties and membership of the Association to such properties. In the event of such addition, the definition of Residential Community shall be amended to include any additional Living Units to be developed in such additional property.

(e) The Association may be merged or consolidated with another Association as provided in its Articles, By-Laws or Rules and Regulations. Upon such merger or consolidation, the Association's properties, rights and obligations may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change Of addition to the covenants and restrictions established by this Declaration with the Existing Property except as hereinafter provided. Developer shall have the right to assign any and all of the rights reserved to it in this Article II.

Developer, on its own behalf as the owner of all the Existing Property, and on behalf of all subsequent owners, hereby consents to and approves, and each subsequent Owner and its mortgagee by acceptance of a deed conveying such ownership interest, as the case may be, thereby consents to and approves the provisions of this Article II, including without limitation and the generality of the foregoing, and the amendment and modification of this Declaration by Developer in the manner provided in this Article II herein and Article VII herein.

SECTION 3. Changes in Development.

Developer reserves the right to add to or subtract from the projected 190 Living Units to be developed by Developer as part of the Residential Community, and/or the mix of detached single family living units and/or Cluster Units or Condominium Units within the Residential Community, In the event of any change in the number of Living Units, the definition of Residential Community shall be amended to reflect said change. In no event does Developer warrant, expressly or by implication, that any particular number of Living Units, whether 190 or any other particular number, more or less, will, in fact, be developed within the Existing Property and/or any addition thereto or that 115 or any other number, more or less, of detached single family living units will be developed or that 75 or any other particular number, more or less, of Cluster Units or Condominium Units will be developed, now or in the future in the Existing Property or any addition thereto.

Developer reserves the right to make such changes in the boundaries of Lots and/or Unit Cluster Parcels or Condominium Property shown on any subdivision plat, with the approval of the City, as Developer deems advisable, provided that no such change may be made if same would materially adversely affect the boundaries or the beneficial use and enjoyment of any Living Unit then owned by persons other than Developer without the written consent of such person.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS
IN THE ASSOCIATION

SECTION 1. Membership.

Each person or entity who is a record Owner of a fee or undivided fee simple interest in any Lot or Living Unit shall automatically be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the payment of money or performance of an obligation shall not be a Member. When more than one person holds such interest or interests, in any lot or Living Unit, all such persons shall be Members, but for quorum, voting, consenting and all other rights of Membership, such persons shall collectively be counted as a single Member, and entitled to one vote for each such Lot or Living Unit, which vote for such Lot or Living Unit shall be exercised as they among themselves deem. Each such Member shall be jointly and severally liable for the payment of the assessments hereinafter provided with respect to such Lot or Living Unit.

SECTION 2. Voting Rights.

The Association (until the expiration of the Development Period, or until the occurrence of the event specified below, whichever event shall first occur) shall have two classes of voting Membership:

CLASS A: Class A Members shall be all Members (with the exception of the Developer until such time as the Developer's Class B votes are converted to Class A votes). Class A Members shall be entitled to one vote for each Lot or Living Unit owned by them.

CLASS B; The Class B Member shall be the Developer. The Class B Member shall be entitled to 2 votes for each Living Unit then owned by Developer and each Lot, Unit Cluster within a proposed Unit Cluster Parcel or Condominium Unit within a proposed Condominium Property then owned by Developer which constitutes a part of the Residential Community (as hereinbefore defined), provided that the Class B Membership shall cease and become converted to a Class A Membership on the happening of the following event:

When, or on the expiration of the Development Period, whichever event shall first occur, the total votes outstanding in the class A Membership equal the total votes outstanding in the Class B Membership as computed upon the basis set forth above.

From and after the happening of the said event, the Class B Member shall be deemed to be a Class A Member and entitled to one vote for each Lot or Living Unit owned by it.

SECTION 3. Articles and By-Laws of the Association.

The Articles of Incorporation and By-Laws of the Association may contain any provisions not in conflict with this Declaration or any Supplemental Declaration as are permitted to be set forth in such Articles and By-Laws by the non-profit corporation law of the State of Ohio as from time to time in effect.

ARTICLE IV

RESERVED EASEMENTS UPON THE PROPERTIES

SECTION 1. Spillway and Retention Pond.

Developer does hereby reserve the right to create easement(s) upon any one or more Lots, Unit Cluster Parcels and/or Condominium Properties for the installation and use of a spillway

and retention pond for the benefit of the Properties as may be shown from time to time on any subdivision plat relating to any part of the Properties.

SECTION 2. Access Road.

Developer does hereby reserve the right to create easement(s) upon any one or more Lots, Unit Cluster Parcels and/or Condominium Properties for the construction and use of an access road to any such spillway and retention pond for the benefit of the Properties as may be shown from time to time on any subdivision plat relating to any part of the Properties.

SECTION 3. Landscape Easement.

Developer does hereby reserve the right to create easement(s) upon any one or more Lots, Unit Cluster Parcels and/or Condominium Properties within the first ten (10) feet thereof which abuts a roadway appurtenant to any such Lot, Unit Cluster Parcel and/or Condominium Property to install and maintain landscaping for the benefit of the Properties as may be shown from time to time on any subdivision plat relating to any part of the Properties.

SECTION 4. Signage Easement.

Developer does hereby reserve the right to create easement(s) upon any one or more Lots, Unit Cluster Parcels and/or Condominium Properties within the first ten (10) feet thereof which abuts a roadway which is appurtenant to any such Lot, Unit Cluster Parcel and/or Condominium Property for the purpose of installing and maintaining signs for the benefit of the Properties and/or the sale of any Lot or Living Unit within the Properties by Developer, as may be shown from time to time on any subdivision plat relating to any part of the Properties.

SECTION 5. Storm and Sanitary Sewer Easement Areas.

Developer has reserved and/or created and granted or may create and grant easements for the installation and maintenance of sanitary sewers, storm sewers, drainage, and swales to the City of Strongsville, all as shown on the subdivision plat to be recorded for the Subdivision. Developer does hereby reserve the right to create further easement(s) upon anyone or more Lots, Unit Cluster Parcels and/or Condominium Properties for the purpose of installing and maintaining storm and sanitary sewers, drainage and swales for the benefit of the Properties as may be shown from time to time on any subdivision plat relating to any part of the Properties, No structures (including but not limited to sidewalks and driveways), plantings or other materials shall be placed Or permitted to remain within such easement areas which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas or which may change, retard or increase the flow of water through the respective easement areas.

The easement areas and all improvements therein shall be maintained continuously by the Association unless those easement areas are accepted by the City of Strongsville and which the City of Strongsville has formally undertaken to maintain. The City of Strongsville has the right to enter upon and cross each Lot at any place that the City deems necessary in order to install or maintain, or to perform any function or operation in accordance with such easements.

SECTION 6. Public Utility Easements.

Developer does hereby reserve the right to create easement(s) upon any one or more Lots, Unit Cluster Parcels and/or Condominium Properties for the installation, use and maintenance of all utilities as Developer may determine, including, but not limited to, electrical, gas, T. V. cable, sewer and/or water service lines, all as may be shown from time to time on any subdivision plat relating to any part of the Properties. Developer does hereby reserve the right to create additional easement(s) across each Lot, Unit Cluster Parcel and/or Condominium Property for the purpose of installing a second electrical meter on any Living Unit, as Developer deems necessary, for the purpose of providing common electrical metering for lighting of signs and street lighting, and an easement to install and maintain and use such electrical lines across said Lot, Unit Cluster Parcel and/or Condominium Property to and from said electrical meter as may be shown from time to time on any subdivision plat relating to any part of the Properties.

SECTION 7. Members' Easements of Enjoyment.

Subject to the provisions of Section 9 of this Article IV, each Member or each Lessee of a Lot or Living Unit of a Member, shall have a right and easement of enjoyment in and to the Common Properties (for himself, his immediate household and guests), in common with all others entitled to use the same, and such easement shall be appurtenant to and shall pass with the title to each Lot or Living Unit. Common areas, facilities and improvements located entirely within a Unit Cluster Parcel and/or a Condominium Property which are designated in writing upon subdivision plat pertaining to such Unit Cluster Parcel or Condominium Property to be solely for the benefit of the Members of such Unit Cluster Parcel or Condominium Property shall be limited in use and enjoyment to the Members of said separate Unit Cluster Parcel or Condominium Property.

SECTION 8. Title to Common Property.

Developer may retain the legal title to any part or all of the Common Properties until such time as all improvements to be constructed upon said Common Properties have been completed thereon, and until such time as, in the opinion of the Developer, the Association is able to maintain the same. Notwithstanding any provisions herein, the Developer hereby covenants for itself and its successors and assigns that it shall convey all of the Common Properties to the

Association no later than the expiration of the Development Period. Developer, with the prior written approval of the City, retains the right to change and adjust the boundaries, location and size of any Common Properties so long as Developer is the owner of said Common Properties or until the expiration of the Development Period, whichever last occurs.

SECTION 9. Extent of Membership Easements.

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

(a) The right of the Developer and of the Association in accordance with its Articles and By-Laws to borrow money for the purposes of improving the Common Properties and in aid thereof to mortgage said Common Properties. In the event of a default upon any such mortgage, the lender's rights thereunder shall be limited to a right, after taking possession of such Common Properties, to charge admission and other fees as a condition to continued enjoyment by the Members, and, if necessary, to open the enjoyment of such common Properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such Common Properties shall be returned to the Association and all rights of the Members thereof shall be fully restored; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure; and

(c) The right of the Association in accordance with its Articles and By-Laws to suspend the enjoyment of the rights described above in Section 7, for any period during which the Member's assessment remains unpaid and for any infraction of its rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(e) The right of the Association to issue annual permits to non-members for the use of all or a part of the Common Properties when and upon such terms as may be determined at a meeting of the Members by the affirmative vote of Members entitled to exercise two-thirds (2/3) of the voting power of the Association; and

(f) The right of the Association to dedicate or transfer all or any part of the Common Properties to any municipality or any public agency, authority or utility for such purposes and subject to such conditions as may be determined at a meeting of the Members by the affirmative vote of Members entitled to exercise two-thirds (2/3) of the voting power of the Association, provided that written notice shall be given to every Member at least thirty (30) days in advance

of the date of such meeting stating that such a dedication or transfer will be considered at such meeting.

SECTION 10. Common Property Maintenance Obligations.

Developer, on behalf of the Association, shall maintain all common Properties until such time as any improvements to be located upon said Common Properties are installed, completed, paid for in full, and turned over or conveyed to the Homeowners' Association. Maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for all appurtenances, exterior and interior building surfaces, trees, shrubs, grass areas, driveways, walls, concrete, and other improvements in and/or on the Common Properties. Developer shall be entitled to reimbursement for such maintenance costs from the assessments arising pursuant to Article V hereof. All costs of initial construction or completion of any such improvements upon any Common Properties by the Developer shall be payable solely by Developer.

SECTION 11. Association's Maintenance Obligations.

The Association shall assume the same duty to maintain all Common Properties as does the Developer, as set out in this Article, after title has been conveyed to the Association.

SECTION 12. City as Third-Party Beneficiary.

The City, as a Third-Party Beneficiary, may - although no obligation or duty to do so - compel compliance with Sections 10 and 11 of this Article as the City deems necessary by court action or any other legal means.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments.

The Developer, for each Lot with a house thereon or a Living Unit within the Properties owned by Developer and leased to or rented to another person, hereby covenants and each other Owner of any Lot or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

(a) An annual assessment for the continued operation, maintenance and repair of the Common Properties and for the Association's performance of its other functions and responsibilities; and

(b) An annual assessment for the continued operation, maintenance and repair of all Easement Areas, and for continued operation, maintenance and repair of the sanitary/storm sewer facilities servicing the Properties until such time, if any, as the City of Strongsville assumes the obligation of maintenance and repair of said sanitary/storm sewer facilities and for sidewalks located on the Properties, and for the Association's performance of its other functions and responsibilities; and

(c) Special assessments for improvements or other capital expenditures, for emergency, operating, maintenance or repair costs, and for other costs and expenses not anticipated in determining the applicable annual assessment. Each assessment shall be in the same amount for each such Lot or Living Unit. Each such Lot with a house thereon or a Living Unit owned by the Developer and leased or rented to another person, and each such Lot or Living Unit owned by any other Owner, shall be subject to a lien in favor of the Association securing any and all unpaid annual and special assessments, as hereinafter provided. All annual and special assessments, together with any administrative late fee as hereinafter provided, shall be a charge upon such Lot or Living Unit and if not paid within thirty (30) days after their due date, the Association shall have a lien upon the Lot or Living Unit for which such assessment has not been paid. Each such assessment, together with such administrative late fee thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

SECTION 2. Annual Assessments.

The Annual assessment shall be levied annually by the Association prior to the date of the annual meeting of the Members, in such amounts as in its discretion shall be reasonably necessary to meet expenses anticipated during the ensuing year and to accumulate reasonable reserves for anticipated future operating or capital expenditures. At the annual meeting of the Members, the amount of the annual assessment as levied by the Trustees may be increased or decreased by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association. In no event, however, shall the annual assessment for years beginning prior to January 1, 2000, exceed One Hundred Fifty Dollars (\$150.00) per Lot or Living Unit. Provided, however, that during such period of time as said maximum level of assessment is in effect, Developer shall have no obligation to pay any assessment upon any Lot or Living Unit owned by Developer unless said Living Unit is leased or rented to another person. Any builder who purchases a Lot from Developer shall have no liability to pay any general or special assessment for a period of one (1) year from the transfer of title to such Lot to such builder.

SECTION 3. Special Assessments.

Special assessments may be levied by the Association from time to time at a meeting of the Members by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association and, if there be more than one class of membership, then by the affirmative vote of Members entitled to exercise a majority of the voting power of each class of membership, provided that written notice shall be given to each Member at least thirty (30) days in advance of the date of such meeting stating that a special assessment will be considered at and discussed at such meeting. Special assessments may, if so stated in the Resolution authorizing such assessment, be payable in installments over a period of years.

SECTION 4. Due Dates of Assessments: Defaults.

The due date of the annual assessments shall be January 1 in each year. The due date of any special assessment or installment thereof shall be fixed in the Resolution of the Members authorizing such assessment, and written notice of such special assessment or installment thereof shall be given to each Owner subject thereto at least sixty (60) days in advance of such due date.

If any annual or special assessment, or installment of a special assessment, is not paid within ten (10) days after the due date, such delinquent assessment or installment shall include a reasonable administrative late fee as determined by the Board, and the Association may after such thirty (30) day period bring an action at law against the Owner responsible for the payment of such assessment, and (additionally or alternatively) may foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include any reasonable administrative late fee on the assessment or installment amount, together with the costs of the action and reasonable attorneys' fees.

The Association may file in the office of the County Recorder a Notice of Lien to evidence any delinquent assessment or installment, but the Association shall not be under any duty to file such Notice of Lien and its failure or omission to do so shall not in any way impair or affect the Association's lien and other rights in and against the property and against the Owner of such property.

SECTION 5. Statement of Unpaid Assessments of Charges.

Any prospective grantee or mortgagee of a fee or undivided fee interest in a Lot or Living Unit may rely upon a written statement from the President, Vice-President or Treasurer of the Association setting forth the amount of unpaid assessments or charges with respect to such fee or undivided fee interest. In the case of a sale of any such interest, no grantee shall be liable for, nor shall the interest purchased be subject to a lien for, any unpaid assessments which became due

prior to the date of such statement and which are not set forth in such statement; nor shall the membership privileges of such grantee (or his household or guests) be suspended by reason of any such unpaid assessment. In the case of the creation of any mortgage, any lien of the Association for unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement shall be subordinate to such mortgage.

SECTION 6. Exempt Property.

The following property shall be exempted from the assessments and lien created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) The Common Properties as defined in Article I, Section 1 hereof;
- (c) All properties exempted from taxation by the laws of the State of Ohio.

Notwithstanding any provisions herein, except as otherwise specifically provided in this Article V, no Lot or Living Unit devoted to residential use shall be exempt from said assessments or liens.

SECTION 7. Association's Duty of Maintenance and Repair.

The Association shall have the duty to maintain and repair and. to comply with all applicable governmental laws, ordinances and regulations pertaining to any Easement Area, including. but not limited to, the sanitary/storm sewer facilities servicing the Properties if the City of Strongsville does not assume the obligation of maintenance and repair of said sanitary/storm sewer facilities and for the Association's performance of its other functions and responsibilities.

SECTION 8. Rights of City.

After the transfer of title to the Common Properties to the Association, the City shall have the right) but not the obligation, to impose any special assessments for improvements made by the City which would otherwise be a lien on the Common Properties, on the Living Units within the Properties or the real property on which said Living Units are located, on an equitable basis to be determined by the City.

ARTICLE VI

PROTECTIVE COVENANTS

SECTION 1. Land Use.

No industry, business, trade, occupation or profession of any kind whether for commercial, religious, educational, charitable, or other purposes shall be conducted, maintained or permitted on any Lot or in any Living Unit except such as may be permitted by the Association, and except that:

(a) The Developer may perform or cause to be performed such work and conduct such activities as are incident to the completion of the development and construction of the Properties, and to the sale or lease of Lots or Living Units, including but not limited to the maintaining of model houses, and sales offices by the Developer; nothing herein contained shall restrict the right of the Developer to delegate or assign its rights hereunder to an authorized builder, building company or other person, firm or entity; and

(b) An Owner, the Association, or its agent or representative may perform or cause to be performed any maintenance, repair or remodeling work with respect to any Lot or Living Unit; and

(c) Any business, trade, occupation or profession (the conduct of which does not violate any ordinance of the City), provided, however, that the business, trade, occupation or profession does not involve visits by business invitees to the Lot or Living Unit and does not involve any activities outside of the Living Unit and does not involve any activities (except for deliveries by the United States Postal Service or United Parcel Service or Federal Express or similar delivery services) or any thing visible outside of the Living Unit and does not involve any sounds, vibrations or odors noticeable outside of the Living Unit.

SECTION 2. Architectural Control.

(a) No building, fence, wall or other structure, including, without limitation, any structure used for the receipt or transmission of radio or television signals except a television antennae of the type customarily used in residential areas in the immediate vicinity, shall be commenced, erected or maintained upon any Lot or Living Unit except by the Developer, or its authorized builder or building company, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials and location of the same (the "Plans") have been submitted to and approved in writing as to harmony or external design and location in relation to surrounding structures and topography by the Board of Trustees of the Association, or by an architectural committee

composed of three or more representatives appointed by the Board. Notwithstanding anything to the contrary herein, no Lot shall be architecturally approved with a detached single family house if such detached single family house to be constructed thereon has less than 2,000 square feet of living area for a one-story home and 2,100 square feet for a home in excess of one story and in any event, all one-story detached single family homes must have a minimum of 6/12 roof pitch. Said Plans must be submitted, together with the completed Architectural Review Committee Approval Application, as to exterior color, materials used, front door selection, roof color and garage door design, etc. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said Plans have been submitted to it, the request shall be deemed to have been denied and the Plans disapproved. No such limitations contained herein shall be applicable to Unit Cluster Parcels or Condominium Properties.

(b) Not in limitation of the foregoing, the Board of Trustees of the Association and the Architectural Review Committee may, but are not obligated to, (i) approve fences (at such locations and with such dimensions and designs and constructed of such materials as the Board and the Committee deem appropriate from time to time) and (ii) approve swimming pools (at such locations and with such dimensions and designs and constructed of such materials as the Board or the Committee deem appropriate from time to time) on Lots, on Common Properties or on Unit Cluster Parcels; provided, however, that no portion of the part of the pool, which contains the water, may protrude more than twelve inches (12") above the grade approved (as part of the original approval and development process) by the City of Strongsville for the location where a swimming pool is proposed to be or is located. Notwithstanding any provision of these covenants and restrictions to the contrary, the water level of a swimming pool (not wholly enclosed within a residence) shall not at any time be higher than twelve inches (12") above said grade."

(c) Notwithstanding any provision of these covenants and restrictions to the contrary, an Owner may install on the Owner's Lot or Living Unit one (1) direct television dish or other reception appliance; provided, however, that the dish or reception appliance does not exceed eighteen inches (18 ") as measured in a straight line from any point on the dish or other reception appliance to any other point thereon.

SECTION 3. Nuisances.

No noxious or offensive activity shall be carried on or upon any Lot or Living Unit nor shall anything be done thereon or therein, either willfully or negligently which may be or become an annoyance or nuisance to any other Lot or Living Unit.

SECTION 4. Temporary Structures.

No temporary buildings or structures (including, without limitation, tents, shacks, and storage sheds) shall be erected or placed upon any Lot or Living Unit without the prior approval of the Board of Trustees of the Association. No such temporary building or structure nor any trailer, basement, tent, shack, garage, barn or other building shall be used on any Lot or Living Unit at any time as a residence either temporarily or permanently. Nothing herein contained shall prohibit the erection and maintenance of temporary structures as approved by the Developer incident to the development and construction of the Properties.

SECTION 5. Garage and Parking Facilities.

Every detached single-family residence shall include or have provided for it, on the Lot or Living Unit on which it is located, a garage sufficient to store at least one full-size automobile, and an accessory paved driveway; and no such garage shall be converted by alteration or use so as to diminish its area below that required for such purpose unless in conjunction with such conversion a garage with equivalent space is provided and approved under the provisions of Section 2 of this Article VI.

SECTION 6. Storage and Parking of Vehicles.

No commercial vehicle, truck, tractor, mobile home or trailer (either with or without wheels) or any other transportation device of any kind except as hereinafter provided for shall be stored or kept within the Properties. Private automobiles may be stored in a garage or parked in a private driveway provided such garage or driveway conforms to the requirements of Section 5 when incident to the residential use of the Lot or Living Unit upon which such garage or driveway is situated. Boats and travel trailers when incident to the residential use of any Owner may be stored in a garage upon the Lot or Living Unit associated with such dwelling provided such garage conforms to the requirements of Section 5 of this Article VI.

SECTION 7. Signs.

No signs of any kind shall be displayed to the public view by the Owner on any Lot or Living Unit except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the Developer or authorized by Developer to advertise the Property during the construction and sales periods for such Lot.

SECTION 8. Oil and Mining Operations.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or Living Unit nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or Living Unit. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or Living Unit.

SECTION 9. Livestock and Poultry.

No animals or birds of any kind shall be raised, bred or kept on any Lot or Living Unit except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes nor permitted to cause or create a nuisance or disturbance.

SECTION 10. Garbage and Refuse Disposal.

No Owner or Occupant of any Lot or Living Unit shall deposit or leave garbage, waste, putrid substances, junk or other waste materials on any Lot, Living Unit or on any other part of the Properties or on any public street or other public property or in any lake, pond or water course nor permit any other person to deposit any of such materials on any property owned by, or in the possession of, such Owner or Occupant. An Owner or Occupant of any Lot or Living Unit may keep such garbage and refuse as shall necessarily accumulate from the last garbage and rubbish collection provided any such garbage is kept in sanitary containers which shall be subject to regulation by the Association, which containers and refuse, except on the day scheduled for garbage and rubbish collection, shall be kept from public view.

As used in this Section 10, "waste material" shall mean any material which has been discarded or abandoned or any material no longer in use; and without limiting the generality of the foregoing, shall include junk, waste boxes, cartons, plastic or wood scraps or shavings, waste paper and paper products and other combustible materials or substances no longer in use, or if unused, those discarded or abandoned; metal or ceramic scraps or pieces of all types, glass or other non-combustible materials or substances no longer in use, or if unused, those discarded or abandoned; and machinery, appliances or equipment or parts thereof no longer in use, or if unused, those discarded or abandoned.

As used in this Section 10, "junk" shall mean abandoned, inoperable, partially dismantled or wrecked vehicles of any kind, whether motor vehicle, automobile, motorcycle, emergency vehicle, school bus, bicycle, commercial tractor, agricultural tractor, house trailer, truck, bus, trailer, semitrailer, pole trailer, railroad train, railroad car, street car or trackless trolley, aircraft,

lighter-than-air-craft, watercraft or any other form of device for the transportation of persons or property; and without limiting the generality of the foregoing, with respect to any automobile or other transportation device of any kind the operation of which requires issuance of a license by the United States Government or any agency thereof or by the State of Ohio or any agency or political subdivision thereof, any such automobile or other transportation device shall be deemed to be junk unless a current valid license has been issued for the operation of such automobile or other transportation device and (if required by law) is displayed upon such automobile or other transportation device.

SECTION 11. Mowing

The Owner of each Lot shall mow or cause to be mowed ail grass or other vegetation thereon, except decorative landscaping, ground cover and garden plants, to a height not exceeding four inches.

SECTION 12. Sight Distance at Intersections.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot or Living Unit within the triangular area formed by the street property lines and a line connecting them at points fifteen (15) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitation shall apply on any Lot or Living Unit within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

SECTION 13. Land Near Parks and Water Courses.

No building shall be placed nor shall any material or refuse be placed or stored on any Lot or Living Unit within twenty (20) feet of the property line or any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

SECTION 14. Exterior Maintenance.

The Owner of each Lot or Living Unit shall provide reasonable exterior maintenance upon each such Lot Of Living Unit as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, drains, catch basins, sewers, traps, driveways, walks and all other exterior improvements.

SECTION 15. Easements.

Easements for installation and maintenance of utilities and drainage facilities are reserved in favor of the Developer until the expiration of the Development Period, and thereafter in favor of the Association, over the rear ten (10) feet of each Lot and where required on each Unit Cluster Parcel or Condominium Property within the Properties. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels or which may obstruct or retard the flow of water through Drainage channels. The Easement Area of each Lot and Unit Cluster Parcel and all improvements therein shall be maintained continuously by the Owner thereof except for those improvements therein for which a public authority or public utility is responsible. The Developer, until the expiration of the Development Period, and thereafter, the Association shall be empowered to assign such easements to the municipality or to the appropriate public authorities or public utilities. Such easements shall entitle the holder thereof to enter upon and across each Lot or Unit Cluster Parcel or Condominium Property at any place as required in order to make any such installation or maintenance within the easement.

SECTION 16. Correction by Association of Breach of Covenant.

If the Board of Trustees of the Association, after giving reasonable notice to the Owner of the Lot or Living Unit, Unit Cluster Parcel or Condominium Property involved and reasonable opportunity for such owner to be heard, determines by the affirmative vote of three-fourths (3/4) of the authorized number of Trustees that a breach of any protective covenant has occurred and that it is necessary in order to prevent material deterioration of neighborhood property values that the Association correct such breach, then after giving such Owner notice of such determination by certified mail, the Association, through its duly authorized agents or employees, shall enter upon the Lot or Living Unit, Unit Cluster Parcel or Condominium Property involved and correct such breach of covenant by reasonable means. The cost of such correction of a breach of covenant shall be assessed against the Lot or Living Unit, Unit Cluster Parcel or Condominium Property upon which such corrective work is done, and shall become a lien upon such Lot or Living Unit, Unit Cluster Parcel or Condominium Property and the obligation of the Owner thereof, and immediately due and payable, in all respects as provided in Article V hereof.

Any Owner of a Lot or Living Unit, Unit Cluster Parcel or Condominium Property affected by such a determination of the Trustees to correct a breach of covenant pursuant to this Section 16 may, within ten (10) days after the date of the mailing of the certified mail notice of such determination, appeal such determination to the membership by sending a Notice of Appeal to the President or Secretary of the Association by registered or certified mail at the address of

such officer as it appears on the records of the Association at the time of such mailing. No action shall be taken or authorized by the Association pursuant to any such determination until after ten (10) days have elapsed from the date the certified mail notice to the Owner involved was mailed, and, if Notice of Appeal has not been received by the President or Secretary (or other officer in the absence of the President or Secretary) within such ten (10) day period, then the Association may take or authorize the taking of action pursuant to such determination; but if within such period such Notice of Appeal has been received, or if after such period but before the taking of such action a Notice of Appeal is received which has been mailed within such ten (10) day period, then no action shall be taken pursuant to such determination until such determination has been confirmed at a meeting of the Members by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association, and if there be more than one class of membership, then by the affirmative vote of Members entitled to exercise a majority of the voting power of each class of membership, provided that written notice shall be given to all members at least thirty (30) days in advance of the date of such meeting, stating that such determination and Notice of Appeal will be considered at such meeting.

SECTION 17. Additional Remedies for Breach of Covenant and Restrictions.

In addition, for each day of any violation of any of the covenants hereinafter the expiration of ten (10) days written notice to the Owner of such alleged violation, there shall be due and payable by the Owner a fine of Fifty Dollars (\$50.00) and such fine shall be subject to collection and secured in the same manner as assessments not paid by the Owner under Article V hereof.

SECTION 18. Occupancy Restriction.

A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Living Unit or remaining in or on the property for any length of time. The classification of Be sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction, The Association shall not, however, be liable to any Owner or occupant, or anyone visiting any Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

SECTION 19. Leasing.

No Living Unit shall be leased to others by an Owner for any purpose whatsoever. The intent of this restriction is to create a community of resident Owners. This restriction on leasing shall not apply to Living Units that are occupied by the parent(s), child(ren), or siblings of the Owner(s). All Owners with an executed lease at the time of this Amendment are permitted to let the lease run until the current lease term expires, provided a copy of said lease is furnished to the Association within thirty (30) days of this Amendment. Upon expiration of the current lease term, no subsequent lease or renewals of a lease shall be permitted unless the requirements to request a hardship, as set out in this provision, are met. It shall be deemed a violation of this provision if an Owner fails to provide a copy of the current lease as set forth above.

To meet special situations, and to avoid undue hardship or practical difficulties, the Board will grant an automatic, one-time exception to this restriction on leasing to the Owner. This exception shall be automatically granted upon written application to the Board for the hardship exception. Upon receiving written approval from the Board, the Owner may lease the Living Unit to a specified renter for a period of no less than six (6) months and no more than twenty- four (24) consecutive months, provided it is the same tenant for the entire lease term. This hardship shall not be extended, nor can it be transferred or sub-let to another lessee. At the conclusion of the lease term or upon the lessee vacating the property prior to the end of the lease term, the Living Unit shall be Owner occupied. An executed copy of the written lease and a list of all persons in residence in the Living Unit shall be provided to the Board prior to the start of the lease term. Any such lease must contain a provision that requires the tenant and all occupants to abide by the Declaration, the Bylaws, and the Rules and Regulations of the Association. The Owner shall continue to be liable for the obligations of ownership of the Living Unit and shall be responsible for the conduct of the lessee.

The Board shall have the right to dispossess or otherwise act for the Owner in case of default under the lease for violation of the Declaration, Bylaws, or the Rules and Regulations, including violation of this section. The Association may initiate eviction proceedings to evict any tenant, for any violation of the Declaration, Bylaws, Rules and Regulations, or applicable laws, by the tenant, any occupant of the Living Unit, or the Owner. The action shall be brought by the Association, as the Owner's agent, in the name of the Owner(s). The Association shall give the Owner(s) at least ten (10) days written notice of the intended eviction action. The costs of the eviction action, including attorney fees, paralegal fees, court costs, and other expenses incurred by the Association for the eviction action, shall be charged to the Owner(s) and shall be the subject of a special assessment against the offending Owner(s) and made a lien against that Living Unit.

In no event shall a Living Unit be leased under this section for transient or hotel purposes, which is defined to mean: (i) rental for any period less than six (6) full months, or (ii) any rental if the occupants of the Living Unit are provided, in connection with the rental, customary hotel services such as room service for food and beverage, maid service, furnishing of laundry or linen service, or bell-boy services.

Any corporate or fiduciary entity owning any Living Unit must file a certificate with the Association designating the individual who will have the ability to vote on behalf of the entity owner, occupy the Living Unit, and is personally responsible for unpaid assessments. Designated individuals must have at least a majority ownership in the corporate entity or control of the fiduciary entity as either a trustee or beneficiary. The name(s) of the designated individual(s), home and work addresses, home, work, and mobile telephone numbers, and emergency contact information must be included. Any time the above information changes, the Association must be notified within three (3) days of the change.

ARTICLE VII

DURATION, WAIVER AND MODIFICATION

SECTION 1. Duration and Provision for Periodic Modification.

The covenants and restrictions of this Declaration and any Supplemental Declaration shall run with the land and shall inure to the benefit of and be enforceable by and against the Association, the Developer and any other Owner and their respective legal representatives, heirs, devisees, successors and assigns until December 31, 2042, after which time, said covenants and restrictions shall be automatically renewed for successive periods of five (5) years each unless modified or canceled, effective on the last day of the then current term or renewal term, at a meeting of the Members by the affirmative vote of Members entitled to exercise three-fourths (3/4) of the voting power of the Association, provided that such meeting shall be held at least one (1) year in advance of such effective date, and written notice of such meeting shall be given to each Member at least sixty (60) days in advance of the date of such meeting, stating that such modification or cancellation will be considered at such meeting. Promptly following the meeting at which such modification or cancellation is enacted, the President and Secretary of the Association will execute and record an instrument reciting such modification or cancellation.

SECTION 2. Modification by Developer.

Until the expiration of the Development Period, or when the total votes outstanding in the Class A Membership of the Association equal the total votes outstanding in the Class B Membership as provided in Article III, Section 2 hereof, whichever event first occurs, the

Developer shall be entitled to modify any of the provisions of these covenants and restrictions or to waive any such provisions either generally or with respect to particular properties if in the judgment of the Developer, the development or lack of development of the Properties requires such modification or waiver or if in the judgment of the Developer, the purposes of the general plan of development will be better served by such modification or waiver, provided that the Developer may not, pursuant to this Section 2, increase the maximum annual assessment provided by Section 2 of Article V for years beginning prior to January 1, 2000. Promptly following any modifications of the covenants and restrictions of this Declaration adopted by the Developer, pursuant to this Section 2, the Developer shall execute and record an instrument reciting such modification. The Developer shall have the right to assign its rights hereunder.

SECTION 3. Other Modifications.

(a) The covenants and restrictions of this Declaration may be modified effective on the ninetieth (90th) day following a meeting of the Members held for such purposes by the affirmative vote of Members entitled to exercise seventy-five percent (75) of the voting power of the Association provided that written notice shall be given to every Member at least sixty (60) days in advance of the date of such meeting stating that such modification will be considered at such meeting. Promptly following the meeting at which such modification or cancellation is enacted, the President and Secretary of the Association shall execute and record an instrument reciting such modification or cancellation.

(b) At any time and from time to time, Developer or any of one (1) or more successor Developers may assign all or any portion of the rights and/or obligations of Developer hereunder. Any such assignment shall be effective upon the filing for record of an instrument executed by the Developer making the assignment specifying the successor Developer and rights and/or obligations assigned.

SECTION 4. Duration of Common Properties Obligations.

Notwithstanding anything in these covenants and Restrictions to the contrary, the duties and obligations of either the Developer or Association, as they relate to the Common Properties and the authority to enforce these duties and obligations shall be of unlimited duration, shall be non-modifiable and shall be non-waiverable without the prior written consent of the City.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 1. Notices.

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last-known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

SECTION 2. Enforcement.

Enforcement of the covenants and restrictions of this Declaration or any supplemental declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or both, and against the land to enforce any lien created by the restrictions and covenants of this Declaration, and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

If any Owner (either by his or her conduct or by the conduct of any occupant or guest of his or her Living Unit) shall violate any provision of the Declaration, Bylaw or rules, the Board may levy reasonable enforcement assessments and reasonable charges for damage to the Common Area or any part of Ashley Oaks for which the Association is responsible to maintain, and said Owner shall pay to the Association, in addition to any other sums due, any enforcement assessments for violation of said provision or rule levied by the Board, all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule, including reasonable attorney fees and/or court costs. Said enforcement assessments, costs and expenses shall be charged as a special assessment against said Owner. The Association, in addition to all other remedies available, shall have the right to place a lien upon the estate or interest of said Owner as further explained and set forth in Article V, Section 1.

SECTION 3. Service Provided by Association.

The Association, in addition to its performance of the functions and responsibilities hereinabove provided for it, may, but shall not be required to, provide other services determined by the Trustees to be of general benefit or utility to the Owners of the Properties, including, without limitation, the services of refuse collection and disposal in lieu of or supplementary to municipal refuse collection and disposal, and the expense of any such service or services shall be met by the levy of assessments pursuant to Article V.

SECTION 4. Perpetuities and Restraints on Alienation.

If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of survivor of the now living descendants of Richard A. Puzzitiello, Jr.

HOFMANN-METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS

24 Beech Street - P.O. Box 343

Berea, Ohio 44017 (216) 234-7350

YOUR AREA CODE HAS BEEN CHANGED TO (440)

George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President**EXHIBIT "A"**

CUYAHOGA COUNTY RECORDER

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BENDER**DESCRIPTION****ASHLEY OAKS PHASE I**

MARCH 1, 1999

REVISED APRIL 6, 1999

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Parcel "B" and "D" in a Lot Split for Whitlatch & Company recorded in Volume 295, Pages 31 and 32 and other lands in Original Strongsville Township Lot Nos. 84 and 85, and further bounded and described as follows:

Beginning at an Iron Monument at the Southeasterly corner of said Lot No. 85, said monument being at the intersection of the centerline of Loan Road (60 feet wide) with the centerline of Prospect Road (60 feet wide);

Thence North 00 degrees 28 minutes 05 seconds East along said centerline of Prospect Road, a distance of 451.34 feet to a point;

Thence North 88 degrees 58 minutes 12 seconds West, a distance of 50.00 feet to a point in the Westerly line of Prospect Road, said point being the principal place of beginning;

Thence continuing North 88 degrees 58 minutes 12 seconds West, a distance of 10.00 feet to a point;

Thence North 00 degrees 28 minutes 05 seconds East and parallel with said Westerly line, a distance of 71.65 feet to a point of curvature;

Thence Northwestwardly along the arc of a circle deflecting to the left, a distance of 43.90 feet to a point of tangency in the Southerly line of a proposed 50 foot wide street, said arc having a radius of 25.00 feet and a chord which bears North 49 degrees 50 minutes 16 seconds West, a distance of 38.47 feet;

Thence Southeastwardly along the arc of a circle deflecting to the left, a distance of 17.18 feet to a point of reverse curvature, said arc having a radius of 70.00 feet and a chord which bears South 72 degrees 49 minutes 35 seconds West, a distance of 17.13 feet;

Thence Southwestwardly along the arc of a circle deflecting to the right, a distance of 57.25 feet to a point of tangency, said arc having a radius of 130.00 feet and a chord which bears South 78 degrees 24 minutes 47 seconds West, a distance of 56.79 feet;

Thence North 88 degrees 58 minutes 12 seconds West, a distance of 84.78 feet to a point of curvature;

Thence Southwestwardly along the arc of a circle deflecting to the left, a distance of 55.70 feet to a point of compound curvature, said arc having a radius of 571.43 feet and a chord which bears South 88 degrees (4 minutes) 14 seconds West, a distance of 55.64 feet;

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BENDER - ASHLEY OAKS PHASE I
MARCH 1, 1999

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CUYAHOGA COUNTY RECORDER
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Thence Southwesterly along the arc of a circle deflecting to the left, a distance of 18.24 feet to a point, the Westerly line of Parcel "B" in said Lot Split, said arc having a radius of 270.00 feet and a chord which bears South 83 degrees 30 minutes 40 seconds West, a distance of 18.24 feet;

Thence South 00 degrees 28 minutes 05 seconds West along said Westerly line, a distance of 304.32 feet to a point;

Thence North 88 degrees 56 minutes 48 seconds West, a distance of 250.07 feet to a point;

Thence North 00 degrees 28 minutes 05 seconds East, a distance of 35.10 feet to a point;

Thence Southwesterly along the arc of a circle deflecting to the right, a distance of 97.20 feet to a point, said arc having a radius of 205.00 feet and a chord which bears South 48 degrees 41 minutes 05 seconds West, a distance of 96.29 feet;

Thence South 01 degrees 01 minutes 48 seconds West, a distance of 166.29 feet to a point;

Thence North 88 degrees 58 minutes 12 seconds West, a distance of 340.01 feet to a point;

Thence South 01 degrees 01 minutes 48 seconds West, a distance of 158.53 feet to a point;

Thence North 88 degrees 58 minutes 12 seconds West, a distance of 201.00 feet to a point;

Thence North 01 degrees 01 minutes 48 seconds East, a distance of 36.58 feet to a point;

Thence North 88 degrees 58 minutes 12 seconds West, a distance of 198.88 feet to a point;

Thence North 25 degrees 46 minutes 32 seconds West, a distance of 45.65 feet to a point;

Thence North 69 degrees 26 minutes 05 seconds West, a distance of 64.43 feet to a point;

Thence North 06 degrees 34 minutes 34 seconds East, a distance of 69.38 feet to a point;

Thence North 86 degrees 19 minutes 42 seconds West, a distance of 197.81 feet to a point;

Thence Northeasterly along the arc of a circle deflecting to the right, a distance of 13.76 feet to a point, said arc having a radius of 580.00 feet and a chord which bears North 04 degrees 21 minutes 05 seconds East, a distance of 13.76 feet;

Thence North 84 degrees 53 minutes 07 seconds West, a distance of 141.00 feet to a point;

Thence Southwesterly along the arc of a circle deflecting to the left, a distance of 65.02 feet to a point, said arc having a radius of 721.00 feet and a chord which bears South 02 degrees 26 minutes 52 seconds West, a distance of 65.00 feet;

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MARCH 1, 1999

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Thence South 89 degrees 51 minutes 52 seconds West, a distance of 272.38 feet to a point in the Southeastery right-of-way of the B & O Railroad (66 feet wide);

Thence North 23 degrees 05 minutes 18 seconds East along said Southeastery line, a distance of 763.70 feet to a point;

Thence South 88 degrees 38 minutes 12 seconds East, a distance of 1,453.99 feet to the Northwestery corner of Parcel "D" in said Lot Split;

Thence South 00 degrees 28 minutes 05 seconds West along the Westerly line of said Parcel "D" and its prolongation Southerly, a distance of 128.65 feet to a point in the Northerly line of said proposed 50 foot wide street;

Thence South 88 degrees 58 minutes 12 seconds East, a distance of 159.02 feet to a point of curvature;

Thence Northeastery along the arc of a circle deflecting to the left, a distance of 35.23 feet to a point of reverse curvature, said arc having a radius of 80.00 feet and a chord which bears North 78 degrees 24 minutes 47 seconds East, a distance of 34.95 feet;

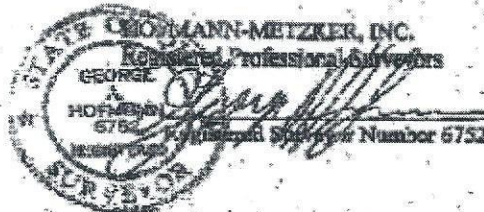
Thence Northeastery along the arc of a circle deflecting to the right, a distance of 44.81 feet to a point of tangency, said arc having a radius of 120.00 feet and a chord which bears North 75 degrees 29 minutes 39 seconds East, a distance of 44.55 feet;

Thence Northeastery along the arc of a circle deflecting to the left, a distance of 37.84 feet to a point, said arc having a radius of 25.00 feet and a chord which bears North 43 degrees 49 minutes 48 seconds East, a distance of 34.33 feet;

Thence South 89 degrees 31 minutes 55 seconds East, a distance of 10.00 feet to a point in the Westerly line Prospect Road (60 feet wide);

Thence South 00 degrees 28 minutes 05 seconds West along said Westerly line, a distance of 100.53 feet to the principal place of beginning and containing 1,104,945.012 square feet - 25.37 acres of land according to a survey performed by George A. Hofmann, P.S. No. 6752.

Distances are given in feet and decimal parts thereof. The courses used in this description are given to an assumed meridian and are used to indicate angles only.



HOFMANN - METZKER, INC.
REGISTERED PROFESSIONAL SURVEYORS
P. O. BOX 343 - 24 BEECH STREET
BEAVER, OH 44017 (440) 234-7330
FAX: (440) 234-7351
BENDER

George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

DESCRIPTION
ASHLEY PHASE II

MARCH 7, 2000
JUNE 5, 2000
REVISED JUNE 14, 2000

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 84 and further bounded and described as follows:

Beginning at an Iron Monument marking the Northeastly corner of said Original Lot No. 84, said point also being the intersection of the centerline of Prospect Road (60 feet wide) with the centerline of Linn Road (50 feet wide);

Thence South 00 degrees 13 minutes 41 seconds West along said centerline of Prospect Road, a distance of 933.85 feet to its intersection with the centerline of Linn Road (to the West);

Thence South 43 degrees 27 minutes 51 seconds West along said centerline of Linn Road, a distance of 481.70 feet to point;

Thence North 00 degrees 13 minutes 41 seconds East, a distance of 45.80 feet to a point in the Northwestly line of Linn Road and the principal place of beginning;

Thence South 43 degrees 27 minutes 51 seconds West along said Northwestly line, a distance of 776.03 feet to a point;

Thence North 42 degrees 34 minutes 09 seconds West, a distance of 41.87 feet to a point;

Thence North 00 degrees 13 minutes 41 seconds East, a distance of 600.56 feet to a point;

Thence North 88 degrees 56 minutes 48 seconds West, a distance of 294.58 feet to a point;

Thence North 76 degrees 02 minutes 37 seconds West, a distance of 94.43 feet to a point;

Thence North 15 degrees 34 minutes 33 seconds East, a distance of 130.00 feet to a point;

Thence Southeastly along the arc of a circle deflecting to the left, a distance of 4.52 feet to a point, said arc having a radius of 530.00 feet and a chord which bears South 74 degrees 40 minutes 07 seconds East, a distance of 4.52 feet;

Thence North 15 degrees 03 minutes 14 seconds East, a distance of 240.86 feet to a point;

Thence North 88 degrees 58 minutes 12 seconds West, a distance of 54.66 feet to a point;

Thence North 71 degrees 23 minutes 33 seconds West, a distance of 61.06 feet to a point;

Thence North 24 degrees 16 minutes 44 seconds West, a distance of 128.31 feet to a point;

Thence North 01 degrees 01 minutes 48 seconds East, a distance of 276.45 feet to a point;

Thence North 7 degrees 48 minutes 38 seconds East, a distance of 241.68 feet to a point;

PAGE 2
DESCRIPTION - ASHLEY PHASE II
JUNE 5, 2000 - REVISED JUNE 14, 2000

Thence North 25 degrees 46 minutes 48 seconds West, a distance of 89.63 feet to a point;
Thence South 88 degrees 58 minutes 12 seconds East, a distance of 198.88 feet to a point;
Thence South 67 degrees 02 minutes 48 seconds West, a distance of 36.58 feet to a point;
Thence South 88 degrees 58 minutes 12 seconds East, a distance of 201.00 feet to a point;
Thence South 01 degree 12 minutes 22 seconds East, a distance of 85.07 feet to a point;
Thence South 15 degrees 02 minutes 39 seconds West, a distance of 82.45 feet to a point;
Thence South 12 degrees 11 minutes 25 seconds West, a distance of 86.64 feet to a point;
Thence South 03 degrees 04 minutes 36 seconds West, a distance of 80.05 feet to a point;
Thence South 64 degrees 28 minutes 42 seconds East, a distance of 48.98 feet to a point;
Thence South 88 degrees 58 minutes 12 seconds East, a distance of 166.53 feet to a point;
Thence South 81 degree 01 minutes 48 seconds West, a distance of 21.93 feet to a point;
Thence Southeastery along the arc of a circle deflecting to the left, a distance of 88.38 feet to a point,
said arc having a radius of 225.00 feet and a chord which bears South 10 degrees 13 minutes 23 seconds
East, a distance of 87.81 feet;
Thence South 57 degrees 11 minutes 28 seconds West, a distance of 116.43 feet to a point;
Thence South 30 degrees 41 minutes 25 seconds East, a distance of 53.16 feet to a point;
Thence South 42 degrees 11 minutes 37 seconds East, a distance of 73.12 feet to a point;
Thence South 34 degrees 00 minutes 29 seconds East, a distance of 34.67 feet to a point;
Thence South 02 degrees 30 minutes 47 seconds West, a distance of 69.99 feet to a point;
Thence Southeastery along the arc of a circle deflecting to the right, a distance of 284.58 feet to a point,
said arc having a radius of 714.00 feet and a chord which bears South 75 degrees 30 minutes 16 seconds
East, a distance of 282.70 feet;
Thence South 25 degrees 54 minutes 56 seconds West, a distance of 134.00 feet to a point;

PAGE 3
DESCRIPTION - ASHLEY PHASE II
JUNE 8, 2000 - REVISED JUNE 14, 2000

Thence Southwesterly along the arc of a circle deflecting to the right, a distance of 177.64 feet to a point of tangency, said arc having a radius of 580.00 feet and a chord which bears South 55 degrees 18 minutes 26 seconds East, a distance of 176.95 feet;

Thence South 46 degrees 32 minutes 09 seconds East, a distance of 143.40 feet to a point of curvature;

Thence Northeasterly along the arc of a circle deflecting to the left, a distance of 15.71 feet to the principal place of beginning, said arc having a radius of 10.00 feet and a chord which bears North 88 degrees 27 minutes 51 seconds East, a distance of 14.14 feet and containing 731,314.453 square feet - 16.79 acres of land;

The courses used in this description are given to an assumed meridian and are used to indicate angles only. Distances are given in feet and decimal parts thereof.

HOFMANN-METZKER, INC.
Registered Professional Surveyors

By: 

Registered Surveyor Number 6752

HOFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS
P. O. BOX 343 - 24 BENCH STREET
BEREA, OH 44017 (440) 234-7330
FAX: (440) 234-7351

George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

EXHIBIT "A"

BINDER

DESCRIPTION

JUNE 14, 2000

REVISED: SEPTEMBER 21, 2000

OAKMONT PHASE II

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 84 and further bounded and described as follows:

Beginning at an Iron Monument marking the Northeastly corner of said Original Lot No. 84, said point also being the intersection of the centerline of Prospect Road (60 feet wide) with the centerline of Lunn Road (60 feet wide);

Thence South 00 degrees 13 minutes 41 seconds West along said centerline of Prospect Road, a distance of 933.85 feet to its intersection with the centerline of Lunn Road (to the West);

Thence South 43 degrees 27 minutes 51 seconds West along said centerline of Lunn Road, a distance of 481.76 feet to point;

Thence North 00 degrees 13 minutes 41 seconds East, a distance of 45.80 feet to a point in the Northwestly line of Lunn Road and the principal place of beginning;

Thence Southwestly along the arc of a circle deflecting to the right, a distance of 15.71 feet to a point of tangency, said arc having a radius of 10.00 feet and a chord which bears South 88 degrees 27 minutes 51 seconds West, a distance of 14.14 feet;

Thence North 46 degrees 32 minutes 09 seconds West, a distance of 143.40 feet to a point of curvature;

Thence Northwestly along the arc of a circle deflecting to the left, a distance of 177.64 feet to a point, said arc having a radius of 580.00 feet and a chord which bears North 55 degrees 18 minutes 36 seconds West, a distance of 176.95 feet;

Thence North 25 degrees 54 minutes 56 seconds East, a distance of 134.00 feet to a point;

Thence Northwestly along the arc of a circle deflecting to the left, a distance of 284.58 feet to a point, said arc having a radius of 714.00 feet and a chord which bears North 75 degrees 30 minutes 10 seconds West a distance of 282.70 feet;

Thence North 02 degrees 30 minutes 47 seconds East, a distance of 60.99 feet to a point;

Thence North 54 degrees 00 minutes 29 seconds West, a distance of 34.67 feet to a point;

Thence North 42 degrees 11 minutes 37 seconds West, a distance of 73.12 feet to a point;

Thence North 30 degrees 41 minutes 25 seconds West, a distance of 63.16 feet to a point;

Thence North 37 degrees 11 minutes 28 seconds East, a distance of 116.43 feet to a point;

PAGE 2
DESCRIPTION - OAKMONT PHASE II
REVISED: SEPTEMBER 21, 2000

Thence Southeasterly along the arc of a circle deflecting to the left, a distance of 17.61 feet to a point, said arc having a radius of 225.00 and a chord which bears South 23 degrees 42 minutes 59 seconds East, a distance of 17.69 feet to a point;

Thence North 64 degrees 02 minutes 31 seconds East, a distance of 50.00 feet to a point;

Thence South 88 degrees 58 minutes 12 seconds East, a distance of 148.78 feet to a point;

Thence North 00 degrees 13 minutes 41 seconds East, a distance of 114.87 feet to a point;

Thence South 89 degrees 46 minutes 19 seconds East, a distance of 163.00 feet to a point;

Thence North 00 degrees 13 minutes 41 seconds East, a distance of 5.75 feet to a point;

Thence South 89 degrees 46 minutes 19 seconds East, a distance of 124.50 feet to a point;

Thence South 00 degrees 13 minutes 41 seconds West, a distance of 765.72 feet to the principal place of beginning and containing 243,182.028 square feet - 5.583 acres of land;

The courses used in this description are given to an assumed meridian and arc used to indicate angles only. Distances are given in feet and decimal parts thereof.

HOFMANN-METZKER, INC.
Registered Professional Surveyors

By: 

- Registered Surveyor Number 6752752



HOFFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS
 P. O. BOX 343 - 24 BEECH STREET
 BEREA, OH 44017 (440) 234-7330
 FAX: (440) 234-7331

George A. Hoffmann, P.S., President
 Richard D. Metzker, P.S., Vice President

EXHIBIT "A"

MARCH 12, 2001

SENDER

DESCRIPTION

ASHLEY OAKS PHASE III

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot Nos. 84 and 85 and further bounded and described as follows:

Beginning at the Southwesterly corner of Sublot No. 75 in the Ashley Oaks Subdivision Phase II, recorded in Volume 310, Page 76, 77 of Cuyahoga County Map Records:

Thence North 88 degrees 56 minutes 48 seconds West, a distance of 587.66 feet to a point;

Thence North 90 degrees 13 minutes 41 seconds East, a distance of 825.00 feet to a point;

Thence North 88 degrees 56 minutes 48 seconds West, a distance of 431.45 feet to a point in the Easterly line of the B & O Railroad (66 feet wide);

Thence North 23 degrees 05 minutes 18 seconds East along said Easterly line, a distance of 396.79 feet to a Southwesterly corner of Ashley Oaks Phase I, recorded in Volume 301, Page 39, 39A of Cuyahoga County Map Records;

Thence North 89 degrees 51 minutes 52 seconds East along the Southerly line of said Ashley Oaks Phase I, a distance of 272.38 feet to a point;

Thence Northeasterly along the arc of a circle deflecting to the right, a distance of 65.02 feet to the Southwesterly corner of Sublot Number 21 in said subdivision, said arc having a radius of 721.00 feet and a chord which bears North 02 degrees 26 minutes 52 seconds East, a distance of 65.00 feet;

Thence South 84 degrees 58 minutes 07 seconds East along the Southerly line of said Sublot Number 21, a distance of 141.00 feet to a point in the Westerly line Searler Oak Trail (60 feet wide);

Thence Southwesterly along said Westerly line along the arc of circle deflecting to the left, a distance of 13.76 feet to a point, said arc having a radius of 580.00 feet a chord which bears South 04 degrees 21 minutes 06 seconds West, a distance of 13.76 feet;

Thence South 86 degrees 19 minutes 42 seconds East, a distance of 197.81 feet to a point;

Thence South 05 degrees 34 minutes 34 seconds West, a distance of 69.38 feet to a point;

Thence South 69 degrees 26 minutes 05 seconds East, a distance of 64.43 feet to a point;

PAGE 2
DESCRIPTION - ASHLEY PHASE III
MARCH 12, 2001

Thence South 25 degrees 46 minutes 48 seconds East, a distance of 135.28 feet to a point;

Thence South 07 degrees 48 minutes 58 seconds West, a distance of 241.69 feet to a point;

Thence South 01 degree 30 minutes 48 seconds West, a distance of 276.45 feet to a point;

Thence South 34 degrees 16 minutes 44 seconds East, a distance of 128.80 feet to a point;

Thence South 71 degrees 23 minutes 33 seconds East, a distance of 61.06 feet to a point;

Thence South 88 degrees 58 minutes 12 seconds East, a distance of 54.66 feet to a point;

Thence South 15 degrees 05 minutes 14 seconds West, a distance of 240.86 feet to a point;

Thence Northwesterly along the arc of a circle deflecting to the right, a distance of 4.52 feet to a point, said arc having a radius of 530.00 feet and a chord which bears North 74 degrees 40 minutes 07 seconds West, a distance of 4.52 feet;

Thence South 15 degrees 34 minutes 33 seconds West, a distance of 130.00 feet to a point;

Thence South 76 degrees 02 minutes 37 seconds East, a distance of 94.43 feet to the point of beginning and containing 698,442.942 square feet - 16.03 acres of land according to a survey by George A. Hoffman, Registered Surveyor Number 6752.

The courses used in this description are given to an assumed meridian and are used to indicate angles only.

Iron Pins set are 3/8 inch rebar - 30 inches long and capped (6752/7477).

Distances are given in feet and decimal parts thereof.

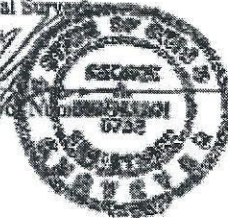
TRANSFER NOT REQUIRED

AUG 13 2001

FRANK RUSSO
Cayahoga County Auditor

HOFMANN-METZKER, INC.
Registered Professional Surveyor

| |
|--|
| ROBERT KLASER, R.E., P.S. COUNTY ENGINEER TAX MAP DIVISION |
| RECEIVED FOR RECORD INDEXED SP-17 |



**THE FOLLOWING PAGES ARE THE BY-LAWS OF ASHLEY
OAKS HOMEOWNERS' ASSOCIATION, INC AS REVISED AND
RESTATED IN MAY, 2017**

**THESE PROVISIONS PERTAIN TO ALL PROPERTIES IN
ASHLEY OAKS, INCLUDING OAKMONT VILLAS**

RESTATED BY-LAWS
OF
ASHLEY OAKS HOMEOWNERS ASSOCIATION

These Restated By-Laws of the Ashley Oaks Homeowners Association, Inc., a non-profit corporation in the State of Ohio. The Restated By-Laws were approved by a majority of the Board of Directors in order to combine previously recorded amendments to the By-Laws and make corrections to obvious errors. All proceedings necessary to approve the By-Laws have been complied with. The By-Laws are subject to the Planned Community Act, in Chapter 5312 of the Ohio Revised Code as currently enacted and shall be subject to all future amendments and alterations.

ARTICLE I
DEFINITIONS

SECTION 1.

"Association" shall mean and refer to the Ashley Oaks Homeowners Association, Inc.

SECTION 2.

The "Properties" shall mean and refer to the property described in Article II and any additions made thereto in accordance with Article II.

SECTION 3.

"Common Properties" shall mean and refer to those areas of land and improvements and facilities thereon, shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of all owners of the Properties. All Easement Areas and recreational facilities, unless specifically designated in writing upon any subdivision plat pertaining to such separate ancillary Declaration to be solely for the benefit of the members of such Unit Cluster Parcel or Condominium Property encumbered by said separate ancillary Declaration, shall be deemed to be Common Properties and all such recreational facilities shall be available for use by any owner of a Living Unit and by Developer.

SECTION 4.

"Condominium Property" shall mean and refer to any building and related common and limited common areas which are dedicated to be a, condominium project pursuant to Chapter 5311 of the Ohio Revised Code.

SECTION 5.

"Condominium Unit" shall mean any Unit and its related limited common areas and its pro rata share of any common areas of a Condominium Property.

SECTION 6.

"Developer" shall mean and refer to Queenswood Developers, Inc., an Ohio corporation, and its successors and assigns and an individual or entity to whom or to which Queenswood Developers, Inc. or a successor Developer conveys all or substantially all of the real estate comprising the Properties (which have not been previously conveyed) and one or more individuals or entities to whom or to which Queenswood Developers, Inc. or a successor Developer, at any time or from time to time, assigns or conveys all or any portion of the rights and/or obligations of the Developer hereunder.

SECTION 7.

"Development Period" shall mean the development of the residential community in stages, projected to occur over a period of years ending December 31, 2004.

SECTION 8.

"Living Unit" shall mean and refer to any building, or any portion of a building situated upon a Lot, or any unit of Condominium Property and/or any Unit Cluster Parcel, situated within the Properties, designed and intended for use and occupancy as a residence by a single family.

SECTION 9.

"Lot" shall mean and refer to any subplot (whether or not improved with a house) shown upon any recorded subdivision plat of the Properties,

SECTION 10.

"Member" shall mean and refer to all those Owners called members of the Association as provided in Article III, Section 1, hereof.

SECTION 11.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon the Properties, but shall not mean or refer to the mortgagee thereof unless and until such mortgagee has acquired title pursuant to foreclosure, or any proceeding in lieu of foreclosure.

SECTION 12.

"Residential Community" shall include and mean the 190 Living Units to be developed upon the Properties, as said number may be adjusted from time to time pursuant to Article II hereof.

SECTION 13.

"Unit Cluster Parcel" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the uses allowed' by Section 1252.32 of the Codified Ordinances of the City of Strongsville, or any other successor ordinance regulating Unit Cluster Developments,

SECTION 14.

"City" shall mean the City of Strongsville, a municipal corporation organized and existing under the laws of the State of Ohio. It is specifically acknowledged by all parties to these "Covenants and Restrictions that the "City" is a third party beneficiary to these Covenants and Restrictions and has the same authority to administer and enforce these Covenants and Restrictions as they relate to the open spaces, Common Properties, storm sewers and swales, and other Easement Areas as more fully set out herein, as does the Association or Developer. The City, as a third party beneficiary to these Covenants and Restrictions and by giving its approval to these documents, shall in no way be deemed to have waived any of its zoning, building or other requirements of ordinances or general law which requirements shall still be binding upon the Properties if they are more restrictive than the requirements set out within these Covenants and Restrictions.

ARTICLE II

MEMBERSHIP

SECTION 1. Membership.

Each person or entity who is a record Owner of a fee or undivided fee simple interest in any Lot or Living Unit shall automatically be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the payment of money or performance of an obligation shall not be a Member. When more than one person holds such interest, or interests, in any Lot or Living Unit, all such persons shall be Members, but for quorum, voting, consenting and all other rights of Membership, such persons shall collectively be counted as a single Member, and entitled to one (1) vote for each such Lot or Living Unit, which vote for such Lot or Living Unit shall be exercised as they among themselves deem, Each such Member shall be jointly and severally liable for the payment of the assessments hereinafter provided with respect to such Lot or Living Unit.

SECTION 2. Rights Subject to Payment of Assessments.

The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of and becomes a lien upon the property against which such assessments are made as provided by Article V of the Declaration of Covenants and Restrictions to which The Properties are subject.

SECTION 3. Suspension of Membership Rights.

The membership rights of any person whose interest in The Properties is subject to assessments under Section 2 of this Article II, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Trustees during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Trustees have adopted and published rules and regulations governing the use of the Common Properties and facilities, and the personal conduct of any person thereon, as provided in Article V, Section 2 of these By-Laws, they may in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days,

SECTION 4. Sale or Transfer of Lot or Living Unit.

Membership may not be separated in any way from ownership of a Lot or Living Unit and upon the sale or transfer of title to a Lot or Living Unit, the membership of such assignor shall cease and terminate automatically, whether such transfer is voluntary or involuntary or by operation of law, provided, however, that if ownership is held in two or more names, the membership of the non-transferring owner shall in no way be affected.

ARTICLE III

VOTING RIGHTS

The Association (until the expiration of the Development Period, or until the occurrence of the event specified below, whichever event shall first occur) shall have two classes of voting Membership:

CLASS A: Class A Members shall be all Members (with the exception of the Developer until such time as the Developer's Class B votes are converted to Class A votes), Class A Members shall be entitled to one vote for each Lot OT Living Unit owned by them.

CLASS B: The Class B Member shall be the Developer. The Class B Member shall be entitled to two (2) votes for each Living Unit then owned by Developer and each Lot, Unit Cluster within a proposed Unit Cluster Parcel or Condominium Unit within a proposed Condominium Property then owned by Developer, which constitutes a part of the Residential

Community (as hereinbefore defined) provided that the Class B Membership shall cease and become converted to a Class A Membership on the happening of the following event:

When, or on the expiration of the Development Period, whichever event shall first occur, the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership as computed upon the basis set forth above.

From and after the happening of the said event, the Class B Member shall be deemed to be a Class A Member and entitled to one vote for each Lot or Living Unit owned by it.

ARTICLE IV

PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT

SECTION 1. Right of Enjoyment.

Each Member shall be entitled to the use and enjoyment of the Common Properties as provided by Article IV of the Declaration of Covenants and Restrictions applicable to The Properties.

SECTION 2. Delegation of Rights.

Any Member may delegate his rights of enjoyment in the Common Properties to his immediate household and guests or to any of his lessees who reside upon The Properties under a leasehold interest for a term of one (1) year or more. Such Member shall notify the Secretary in writing of the name of any such person and of the relationship of the Member to such person. The rights and privileges of such person are subject to suspension under Article II, Section 3 hereof, to the same extent as those of the Member, and are further subject to the reasonable rules and regulations of the Association governing the use of the Common Properties.

ARTICLE V

GENERAL POWERS OF THE ASSOCIATION

SECTION 1. Payments from Assessment Funds.

The Association shall payout of the fund hereinafter provided for, the following:

(a) Care of Common Properties. Landscaping, gardening, snow removal, cleaning, maintenance, repair and replacements of the Common Properties and any of its facilities, the operation, maintenance and repair of any recreational facilities on The Properties, a reasonable pro rata share of the costs of operation, maintenance and repair of such other recreational areas and facilities as may be made available for the non-exclusive use of all Owners (whether or not located on the Properties), and such other common expenses as the Association shall determine are necessary and proper;

(b) Wages and Fees for Services. The services of any person or firm employed by the Association, including without limitation, the services of any person or persons required for the maintenance or operation of the Common Properties (including a recreation director, if any) and legal and/or accounting services, necessary and proper in the operation of The Properties or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association;

(c) Capital Additions and Improvements. The Association's powers herein enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements having a total cost in excess of Ten Thousand Dollars (\$10,000.00), nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of the Common Properties requiring an expenditure in excess of Ten Thousand Dollars (\$10,000.00) without in each case the prior approval of the Members of the Association entitled to exercise a majority of the voting power of the Association;

(d) Liability Insurance. A policy or policies insuring the Association, the members of the Board and the Owners against any liability to the public or to the Owners of Lots or Living Units and their invitees or tenants, incident to the ownership and/or use of the Common Properties, the limits of which policy shall be reviewed annually;

(e) Workmen's Compensation. Workmen's Compensation Insurance to the extent necessary to comply with any applicable laws;

(f) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against The Properties or any part thereof which may in the opinion of the Association constitute a lien against the Common Properties rather than merely against the interests of particular Owners; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specifically assessed to said Owners;

(g) Additional Expenses. Any other materials, supplies, labor, services, maintenance, repairs, alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these By-Laws or by law or which in the opinion of the Trustees shall be necessary or proper for the maintenance and operation of The Properties or the enforcement of the Declaration or these By-Laws.

SECTION 2. Rules and Regulations.

The Association, by vote of the Members entitled to exercise a majority of the voting power of the Association, may adopt such reasonable rules and regulations and from time to time

amend the same supplementing the rules and regulations set forth in the Declaration and these By-Laws as it may deem advisable for the maintenance, conservation and beautification of The Properties and for the health, comfort, safety and general welfare of the Owners and occupants of The Properties. Written notice of such rules and regulations shall be given to all Owners and The Properties shall at all times be maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration or of these By-Laws, the provisions of the Declaration and of these By-Laws shall govern.

SECTION 3. No Active Business to be Conducted for Profit.

Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Owners or any of them.

SECTION 4. Delegation of Duties.

Nothing herein contained shall be construed so as to preclude the Association, through its Board of Trustees and officers, from delegating to persons, firms or corporations of its choice such duties and responsibilities of the Association as the Trustees of the Association shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

SECTION 5. Applicable Laws.

The Association shall be subject to and governed by the provisions of any statutes adopted at any time and applicable to The Properties, provided, however, that all inconsistencies between or among the permissive provisions of any statute and any provision of the Declaration and these By-Laws, shall be resolved in favor of the Declaration and these By-Laws, and any inconsistencies between any statute applicable to Associations formed to administer the Common Property shall be resolved in favor of the latter statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or By-Laws of the Association, the terms and provisions of the Declaration shall prevail, and the Owners and all persons claiming under them covenant to vote in favor of such amendments in the Articles or By-Laws, as will remove such conflicts or inconsistencies.

SECTION 6. Additions to Properties and Membership.

Additions to The Properties may be made only in accordance with the provisions of Article II, Section 2, of the recorded Declaration of Covenants and Restrictions applicable to The Properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties, and membership of the Association to such Properties.

ARTICLE VI
BOARD OF TRUSTEES

SECTION 1. Number and Qualifications.

The affairs of the Association shall be managed by a board of five (5) Trustees, all of whom must be Members of the Association, or be officers or representatives of the Developer.

SECTION 2. Election of Trustees: Vacancies.

The Trustees initially appointed by the Developer as Incorporator shall serve for an initial term as specified in Section 3 hereof. Thereafter, the Trustees shall be elected at each annual meeting of Members of the Association or at a special meeting called for the purpose of electing Trustees. At a meeting of Members of the Association at which Trustees are to be elected, only persons nominated as candidates shall be eligible for election as Trustees, and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board of Trustees, however caused, the remaining Trustees, though less than a majority of the whole authorized number of Trustees may, by the vote of a majority of their number, fill any such vacancy for the unexpired term.

SECTION 3. Term of Office: Resignations.

Each Trustee shall hold office until the second annual meeting of the Members of the Association, following his election and until his successor is elected, or until his earlier resignation, removal from office or death. Any Trustee may resign at any time by oral statement to that effect made at a meeting of the Board of Trustees or in a writing to that effect to take effect immediately or at such other time as the Trustee may specify. Members of the Board of Trustees shall serve without compensation,

SECTION 4. Organization Meeting.

Immediately after each annual meeting of the Association, the newly-elected Trustees and those Trustees whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

SECTION 5. Regular Meetings.

Regular meetings of the Board of Trustees may be held at such times and places as shall be determined by a majority of the Trustees; but at least four (4) such meetings shall be held during each fiscal year.

SECTION 6. Special Meetings.

Special meetings of the Board of Trustees may be held at any time upon call by the President or any two Trustees. Written notice of the time and place of each such meeting shall be

given to each Trustee either by personal delivery or by mail, telegram or telephone at least two (2) days before the meeting, which notice need not specify the purpose of the meeting; provided, however, that attendance of any Trustee at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting and such notice may be waived in writing either before or after the holding of such meeting, by any Trustee, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting of the Trustees.

SECTION 7. Quorum: Adjournment.

A quorum of the Board of Trustees shall consist of a majority of the Trustees then in office; provided, that a majority of the Trustees present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board of Trustees at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws.

SECTION 8. Removal of Trustees.

At any regular or special meeting of Members of the Association duly called, at which a quorum shall be present, anyone or more of the Trustees may be removed with or without cause by the vote of Members entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, and a successor or successors to such Trustee or Trustees so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Trustee whose removal has been proposed by the Members of the Association shall be given an opportunity to be heard at such meeting.

SECTION 9. Fidelity Bonds.

The Board of Trustees shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate Fidelity Bonds. The premiums on such bonds shall be paid by the Association and shall be a common expense.

SECTION 10. Indemnification of Trustees.

Each Trustee shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party, or which he may become involved, solely by reason of his being or having been a Trustee, or any settlement thereof, whether or not he is a Trustee at the time the expenses are incurred, except in such cases wherein the Trustee is adjudged guilty of

willful misfeasance or malfeasance in the performance of his duties, provided, that in the event of a settlement, the indemnification shall apply only when the Board of Trustees approves such settlement and reimbursement as being for the best interests of the Board of Trustees and the Association.

ARTICLE VII

OFFICERS

SECTION 1. Election and Designation of Officers.

The Board of Trustees shall elect a President, a Vice-President, a Secretary and a Treasurer. The Board of Trustees may also appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in their judgment may be necessary. The President and the Treasurer shall be members of the Board of Trustees and all officers shall be Members of the Association or an officer or representative of Developer.

SECTION 2. Term of Office: Vacancies.

The officers of the Association shall hold office until the next organizational meeting of the Board of Trustees and until their successors are elected, except in the case of resignation, removal from office or death. The Board of Trustees may remove any officer at any time with or without cause by a majority vote of the Trustees then in office. Any vacancy in any office may be filled by the Board of Trustees.

SECTION 3. The President.

The President shall preside at all meetings of the Board of Trustees, shall see that orders and resolutions of the Board of Trustees are carried out and shall sign all notes, checks, leases, mortgages, deeds, and all other written instruments, which shall be countersigned as provided below.

SECTION 4. The Vice-President.

The Vice-President shall perform all the duties of the President in his absence.

SECTION 5. The: Secretary.

The Secretary shall be ex officio the secretary of the Board of Trustees, shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all Members of the Association together with their addresses as registered by such Members. He shall countersign all leases, mortgages, deeds and all other written instruments, along with the President, or in his absence, the Vice-President.

SECTION 6. The Treasurer.

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees, provided, however, that a resolution of the Board of Trustees shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the President, or in his absence, by the Vice-President.

The Treasurer shall keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

SECTION 7. Other Officers.

The Assistant Secretaries and Assistant Treasurers, if any, and any other officers which the Board of Trustees may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board of Trustees.

SECTION 8. Delegation of Authority and Duties.

The Board of Trustees is authorized to delegate the authority and duties of any officer to any other officer and generally to control the actions of the officers and to require the performance of duties in addition to those mentioned herein.

ARTICLE VIII

MEETINGS OF MEMBERS

SECTION 1. Annual Meeting.

The regular annual meeting of the Members shall be held on the third Saturday of the month of January in each year at ten o'clock a.m. or at such other time as may be designated in the notice of such meeting.

SECTION 2. Special Meetings.

Special meetings of the Members for any purpose may be called at any time by the President, the Vice-President, the Secretary or the Treasurer, or by any two or more Members of the Board of Trustees, or upon written request of the Members who have a right to vote one-fourth of all of the votes of the entire membership or who have a right to vote one-fourth of the votes of the Class A membership.

SECTION 3. Notices of Meetings.

Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the Members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these By-Laws to give such notice. The notice shall be given by personal delivery or by mail to each Member of the Association who is an Owner of record of a Lot or Living Unit located in The Properties as of the day next preceding the day on which notice is given. If mailed, the notice shall be addressed to the Members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purposes of any meeting of Members of the Association may be waived in writing, either before or after the holding of such meeting, by any Members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, shall be deemed to be a waiver by him of notice of such meeting.

SECTION 4. Quorum; Adjournment.

Except as may be otherwise provided by law or by the Declaration, at any meeting of the Members of the Association, the Members of the Association entitled to exercise a majority of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting, provided, however, that the Members of the Association entitled to exercise a majority of the voting power represented at a meeting of Members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

SECTION 5. Majority Vote.

For the purposes of these By-Laws, any requirement herein to "a majority of the voting power of the Association" shall mean the vote of the Class A and Class B Members voting as a whole as one combined class of stock, except as to the number of votes which each Class A and each Class B Member is entitled to vote. The vote of a majority of the total voting power of the Association at a meeting at which a quorum is present shall be binding upon all Members for all purposes except where in the Declaration, or these By-Laws or by law, a higher percentage vote is required.

SECTION 6. Order of Business.

The order of business of meetings of the Members of the Association shall be as follows:

- (1) Calling of meeting to order.
- (2) Proof of notice of meeting or waiver of notice.

- (3) Reading of minutes of preceding meeting.
- (4) Reports of Officers.
- (5) Reports of Committees.
- (6) Election of Inspectors of election.
- (7) Election of Trustees.
- (8) Unfinished and/or old business.
- (9) New Business.
- (10) Adjournment.

SECTION 7. Place of Meetings.

Meetings of Members may be held within or without the State of Ohio at the discretion of the Board of Trustees.

SECTION 8. Irregular Elections and Votes.

Notwithstanding any good faith error or irregularities (including, but not limited to, the lack of a quorum) with respect to the nomination or election of any member of the Board or any officer of the Association or with respect to any action taken by the Association, all acts and omissions in good faith and otherwise in compliance with the law and the Declaration and these By-Laws, shall be binding and effective as if such errors or irregularities had not occurred; provided, however, that the required notice to Association members or Board members was made in each case.

ARTICLE IX

PROXIES

SECTION 1. Authorized.

At all corporate meetings of Members of the Association, each Member may vote in person or by proxy.

SECTION 2. Requirements and Duration.

All proxies shall be in writing and filed with the Secretary prior to the commencement of the meeting at which such proxy is to be exercised. The proxy for the Annual Meeting will extend for five (5) years to begin at the next scheduled Annual Meeting. All other proxies shall be effective for the dates stated in such proxy but in no case more than five (5) years for the

signing date. Every proxy shall automatically cease upon the sale of the Lot or Living Unit of the Member. Any proxy shall be invalidated for any particular meeting covered by such proxy and attended in person by the signer.

SECTION 3. All Proxies Revocable.

All-proxies shall be revocable at any time by actual notice to the Secretary of the Association by the Member making such designation. Notice to the Association in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

ARTICLE X

DETERMINATION AND PAYMENT OF ASSESSMENTS

SECTION 1. Obligation to Pay Assessments.

It shall be the duty of the Developer for each Lot with a house thereon and Living Unit owned by it and leased or rented to another person, and of each other Owner to pay his proportionate share of the assessment for the expenses of administration, maintenance and repair of the Common Properties and of the other expenses provided for herein. Such proportionate share shall be calculated by dividing the total amount of expenses by the total number of Lots and Living Units to be assessed and each assessment shall be in the same amount for each such Lot or Living Unit. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Trustees of the Association, as hereinafter provided and in accordance with the provisions of the recorded Declaration of Covenants and Restrictions.

SECTION 2. Preparation of Estimated Budget.

Each year on or before December 1st, the Association shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements and shall on or before December 15th notify the Owner of each such Lot and Living Unit in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to said Owners according to the proportionate shares set forth in Section 1 of this Article X. On or before January 1st of the ensuing year, the Owner of each such Lot and Living Unit shall be obligated to pay to the Association or as it may direct, the assessments made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Association shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. In

no event, however, shall the annual assessment for years beginning prior to January 1, 2000 exceed One Hundred Fifty Dollars (\$150.00) per Lot or Living Unit. Any builder who purchases a Lot from Developer shall have no liability to pay any general or special assessment for a period of one (1) year from the transfer of title to such Lot to such builder.

SECTION 3. Reserve for Contingencies and Replacements.

The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate, which may be necessary for the year, shall be charged first against such reserve. If the "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Association shall prepare an estimate of the additional cash requirements necessary, or necessary for the balance of the year, which additional amount of cash requirement shall be assessed to all of the Owners, and shall be considered as part of the annual assessment. The Association shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become due and payable no later than thirty (30) days after the delivery or mailing of such notice of further assessments.

SECTION 4. Budget for First Year.

When the first Board of Trustees elected hereunder takes office, the Association shall determine the "estimated cash requirement," as hereinabove defined, for the period commencing thirty (30) days after the said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in Section 2 of this Article X.

SECTION 5. Failure to Prepare Annual Budget.

The failure or delay of the Association to prepare or serve the annual or adjusted estimate on an Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the annual charge at the existing rate established for the previous year until such new annual or adjusted estimate shall have been mailed or delivered.

SECTION 6. Books and Records of Association.

The Association shall keep full and correct books of account and the same shall be open for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days notice to the Board of Trustees and payment of a reasonable fee, any Owner

shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

SECTION 7. Status of Funds Collected by Association.

All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the Owners in the proportion set forth in Section 1 of this Article X.

SECTION 8. Remedies for Failure to Pay Assessments.

If an Owner is in default in the payment of the aforesaid charges or assessments for ten (10) days, the Board of Trustees may bring suit for and on behalf of themselves and as representatives of all of the Owners, to enforce collection thereof or to foreclose the lien therefor as provided in the Declaration; and, there shall be added to the amount due, the cost of said suit together with interest at the rate of three percent (3) above the prime rate of interest from time to time charged by Society Bank, N.A. and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the ownership of the Owner involved when payable and may be foreclosed by action brought in the name of the Board of Trustees as in the case of foreclosure of liens against real estate, as provided in the Declaration. Any mortgagee shall be entitled to written notice of such failure to pay such assessment.

ARTICLE XI

AMENDMENTS

SECTION 1. Procedure.

These By-Laws may be amended, at a regular or special meeting, provided that any matter stated herein to be or which is in fact governed by the Declaration of Covenants and Restrictions applicable to The Properties may not be amended except as provided in such Declaration.

SECTION 2. Conflicts.

In the case of any conflict between the Covenants and Restrictions applicable to The Properties and these By-Laws, the Covenants and Restrictions shall control.

SECTION 3. Rights Not Impaired.

No amendment shall be effective to impair or dilute any rights of Members that are governed by the recorded Declaration of Covenants and Restrictions applicable to The Properties (as, for example, membership and voting rights) which are part of the property interests created thereby.

ARTICLE XII

GENERAL PROVISIONS

SECTION 1. Copies of Notice to Mortgage Lenders.

Upon written request to the Board of Trustees of any duly recorded mortgage or trust deed against any Lot or Living Unit, the Board of Trustees shall give such mortgage holder a copy of any and all notices permitted or required by the Declaration or these By-Laws to be given to the Owner or Owners whose Lot or Living Unit ownership is subject to such mortgage or trust deed.

SECTION 2. Service of Notice on Devisees and Personal Representatives.

Notices required to be given any devisees or personal representatives of a deceased Owner may be delivered either personally or by mail to such party at his, her or its address appearing on the records of the court wherein the estate of such deceased Owner is being administered.

SECTION 3. Disposition of Assets Upon Dissolution.

Upon dissolution of the Association, the assets, both real and personal of the corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. No such disposition of Association properties shall be effective to divest or diminish any right or title of any Member vested in him under the recorded Covenants and Restrictions applicable to The Properties unless made in accordance with the provisions of the Declaration of such Covenants and Restrictions.

SECTION 4. Non-Waiver of Covenants.

No covenants, restrictions, conditions, obligations or provisions contained in the Declaration of Covenants and Restrictions applicable to The Properties or these By-Laws 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.

SECTION 5. Agreements Binding.

All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these By-Laws shall be deemed to be binding on all Owners, their successors, heirs and assigns.

SECTION 6. Severability.

The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

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**THE FOLLOWING PAGES ARE AMENDMENT TWO TO THE
DECLARATIONS OF ASHLEY OAKS HOMEOWNERS'
ASSOCIATION, INC**

**NOTE THIS IS THE ONLY AMENDMENT TO THE ASHLEY
OAKS DECLARATIONS AS OF MAY, 2017**

**THESE PROVISIONS PERTAIN ONLY TO PROPERTIES IN
OAKMONT AT ASHLEY OAKS HOMEOWNERS
ASSOCIATION, INC. (PROPERTIES ON CHESTNUT OAK LN.
AND OAK HOLLOW LN.).**

AMENDED AND RESTATED SECOND AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
ASHLEY OAKS SUBDIVISION
STRONGSVILLE, OHIO

PLEASE CROSS MARGINAL REFERENCE WITH THE RESTATED SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR ASHLEY OAKS SUBDIVISION RECORDED AT INSTRUMENT NO. 201102220691 OF THE CUYAHOGA COUNTY RECORDS.

**AMENDED AND RESTATED SECOND AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
ASHLEY OAKS SUBDIVISION**

THIS Amended and Restated Second Amendment to Declaration of Covenants and Restrictions for Ashley Oaks Subdivision (hereinafter “Amended and Restated Declaration”), made this _____ day of _____ 2016, by Oakmont at Ashley Oaks Homeowners’ Association, Inc. (hereinafter called “Association”).

WITNESSETH:

WHEREAS, the Second Amendment to Declaration of Covenants and Restrictions for Ashley Oaks Subdivision (hereinafter referred to as “Declaration”) was originally recorded February 25, 2000, at Instrument No. 200002251034 of the Cuyahoga County Records; and

WHEREAS, an Amendment to the Declaration was recorded on January 29, 2003 at Instrument No. 200301291188 of the Cuyahoga County Records (hereinafter “2003 Amendment”); and

WHEREAS, an Amendment to the Declaration was recorded on June 20, 2007 at Instrument No. 200706200008 of the Cuyahoga County Records (hereinafter “2007 Amendment”); and

WHEREAS, a Restated Second Amendment to Declaration and the Bylaws were recorded on February 22, 2011 at Instrument No. 201102220691 of the Cuyahoga County Records (hereinafter “Restated Declaration”); and

WHEREAS, this Amended and Restated Declaration incorporates the Declaration, the 2003 Amendment, the 2007 Amendment, and the Restated Declaration and the result is a single text that is written though the 2003 Amendment, the 2007 Amendment, and the Restated Declaration have been included in this Amended and Restated Declaration; and

WHEREAS, the Association is a homeowners association consisting of all Owners in Oakmont at Ashley Oaks and as such is the representative of all Owners; and

WHEREAS, Article X, Section 3 of the Declaration authorizes amendments to the Declaration; and

WHEREAS, Owners representing in excess of 75% of the voting power of the Association executed an instrument in writing setting forth new matters to be added and restated; and

WHEREAS, the Association has in its records the consents to the revisions made in this Amended and Restated Declaration signed by the Owners representing 82.27% of the voting power and further has in its records, the consents, if any, of the mortgagees as certified herein by the Secretary; and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5312 of the Ohio Revised Code and the Declaration have in all respects been complied with;

WHEREAS, any exhibit attached to the Declaration shall remain in full force and affect as attached thereto as if reattached herein; and

NOW, THEREFORE, the Association declares that the property described as Phase I below shall be held, sold, and conveyed subject to the following easements, covenants, restrictions and conditions, which are for the purpose of protecting the value and desirability of the property and which shall run with the property, shall be binding on all parties having any right, title or interest in the property, or any part thereof and on their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

**AMENDED AND RESTATED SECOND AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
ASHLEY OAKS SUBDIVISION
STRONGSVILLE, OHIO**

QUEENSWOOD DEVELOPERS, INC. (the "Developer"), an Ohio corporation submitted certain premises known as the Ashley Oaks Subdivision No.1 in Strongsville, Ohio containing approx. 73 acres of land (the "Property") to that certain Declaration of Covenants and Restrictions (the "Declaration") which Declaration was dated February 18, 1999 and recorded on Aug. 20,1999, as Cuyahoga County Recorder's Instrument No. 199908200213.

Pursuant to Article II, Section 2 of the Declaration, additional real property may be added to, and made subject to, the Declaration, with the prior approval (which approval has been given) of the City of Strongsville, by the Developer.

Parkview Homes, Inc. is the owner of the premises described in Exhibit A hereto (the "Premises"), which Premises are adjacent to the Property. Parkview Homes, Inc. and Queenswood Developers, Inc. desire to submit the Premises to the Declaration.

NOW, THEREFORE, Queenswood Developers, Inc. and Parkview Homes, Inc. do hereby (a "supplemental declaration" pursuant to Article II, Section 2 of the Declaration) declare that the Premises described in Exhibit A hereto are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens contained in the Declaration and the Premises shall be entitled to all of the rights, benefits and privileges arising from the Declaration and the Ashley Oaks Homeowners Association.

DESCRIPTION

**OAKMONT
(PHASE 1 – TOTAL AREA)**

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot 84 and 85, and further bounded and described as follows:

Beginning at a 5/8" Iron Pin in an Iron Monument Box at the Southeasterly corner of said Original Lot No. 85, said point also being the intersection of the centerline of Prospect Road (60 feet wide) with the centerline of Lunn Road (60 feet wide);

Thence North 00 degrees 28 minutes 05 seconds East along said centerline of Prospect Road, a distance of 15.00 feet to a point:

Thence North 88 degrees 56 minutes 48 seconds West, a distance of 330.07 feet to the principal place of beginning (1-1/2" Iron type found – 0.10 feet West - 0.22 feet North):

Thence South 00 degrees 13 minutes 41 seconds West, a distance of 495.03 feet to a point;

Thence North 89 degrees 46 minutes 19 seconds West, a distance of 124.50 feet to a point;

Thence South 00 degrees 13 minutes 41 seconds West, a distance of 5.75 feet to a point;

Thence North 89 degrees 46 minutes 19 seconds West, a distance of 165.00 feet to a point;

Thence South 00 degrees 13 minutes 41 seconds West, a distance of 114.87 feet to a point;

Thence North 88 degrees 58 minutes 12 seconds West, a distance of 148.78 feet to a point;

Thence South 64 degrees 02 minutes 31 seconds West, a distance of 50.00 feet to a point;

Thence Northwesterly along the arc of a circle deflecting to the right, a distance of 105.98 feet to a point of tangency, said arc having a radius of 225.00 feet and a chord which bears North 12 degrees 27 minutes 51 seconds West, a distance of 105.00 feet:

Thence North 01 degrees 01 minutes 48 seconds East, a distance of 21.93 feet to a point;

Thence North 88 degrees 58 minutes 12 seconds West, a distance of 165.73 feet to a point;

Thence North 05 degrees 21 minutes 23 seconds West, a distance of 59.12 feet to a point;

Thence North 05 degrees 44 minutes 30 seconds a distance of 80.27 feet to a point;

Thence North 14 degrees 38 minutes 02 seconds East, a distance of 82.31 feet to a point;

Thence North 09 degrees 08 minutes 37 seconds East, a distance of 80.81 feet to a point;

Thence North 01 degrees 01 minutes 48 seconds East, a distance of 238.53 feet to a point;

Thence South 88 degrees 58 minutes 12 seconds East, a distance of 340.01 feet to a point;

Thence North 01 degrees 01 minutes 48 seconds East, a distance of 166.29 feet to a point in the Southerly line of Old Oak Drive (Proposed);

Thence Northeasterly along the arc of a circle deflecting to the left, a distance of 97.22 feet to a point, said arc having a radius of 205.00 feet and a chord which bears North 48 degrees 40 minutes 56 seconds East, a distance of 96.31 feet;

Thence South 00 degrees 28 minutes 05 seconds West, a distance of 250.09 feet to the Southwesterly corner of a parcel of land conveyed to Henry F., Henry E. And Tina E. Yanish by deed recorded in Volume 92-9396, Page 21 of Cuyahoga County Deed Records;

Thence South 88 degrees 56 minutes 48 seconds East along the Southerly line of said land conveyed, a distance of 220.00 feet to the principal place of beginning and containing 376,102.824 - 8.63 acres of land.

Distances are given in feet and decimal parts thereof.

The courses used in this description are given to an assumed meridian and are used to indicate angles only.

**AMENDED AND RESTATED SECOND AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
ASHLEY OAKS SUBDIVISION**

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AMENDED AND RESTATED SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR ASHLEY OAKS SUBDIVISION

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (the "Declaration") made and entered into this 13th day of January, 2000, by Parkview Homes, Inc., an Ohio corporation, located in Strongsville, Ohio, which together with its successors and assigns is hereinafter referred to as the "Company" or "Developer".

WHEREAS, the Company is owner in fee simple of certain real estate situated in the City of Strongsville, County of Cuyahoga and State of Ohio, which is more fully described in Exhibit "A" attached hereto and made a part hereof (the "Premises"); and

WHEREAS, the Premises are a part of that certain larger tract of land known or designated as Ashley Oaks in Strongsville, Ohio, upon a portion of which, Ashley Oaks Subdivision No.1, a Declaration of Covenants and Restrictions was imposed, as recorded in Document No. 199908200213 of Cuyahoga County Records, dated February 18, 1999 and recorded on August 20, 1999, together with Amendments thereof recorded in the Cuyahoga County Records (the "Ashley Oaks Declaration"). Pursuant to such Ashley Oaks Declaration, there was created the Ashley Oaks Homeowners Association (hereafter "Ashley Oaks Association"), an Ohio not-for-profit corporation to administer and exercise the functions and powers set forth in the Ashley Oaks Declaration: and

WHEREAS, pursuant to Article II of the Ashley Oaks Declaration, the Premises were added to Ashley Oaks Subdivision by the Declarant thereof, as Additional Property; and by such action the scheme of the Ashley Oaks Declaration was extended to the Premises; and

WHEREAS, the Company desires to develop the Premises as Single Family Detached and Cluster Dwellings, under the Planning and Zoning Code of the City of Strongsville, Ohio; and

WHEREAS, the Company, for its own benefit, and for the benefit of all future owners, mortgagees and occupants of said Premises or any part thereof, desires to establish the covenants, rights, easements, privileges and restrictions hereinafter set forth with respect to said Premises and the ownership, use, conduct and maintenance of the Common Properties located therein (the within covenants, rights, easements, privileges and restrictions being in addition to, and not in lieu of, any of the covenants, rights, easements, privileges and restrictions created upon the Premises by reason of the Ashley Oaks Declaration); and

WHEREAS, the Company has deemed it desirable for the efficient preservation of the values and amenities in the Premises to create an agency to which should be transferred the Common Properties of the Premises and to which should be delegated and assigned the

obligations for administering and enforcing the Declaration, and collecting and disbursing the assessments and charges hereinafter created: and

WHEREAS, the Company intends to cause the incorporation under the laws of the State of Ohio of a non-profit corporation, the Oakmont at Ashley Oaks Homeowners' Association, Inc. for the purposes of exercising the functions delegated to it pursuant to this Declaration.

ARTICLE I

IMPOSITION OF COVENANTS AND RESTRICTIONS

NOW, THEREFORE, the Company, on behalf of itself and its successors, assigns and grantees, does hereby:

1. Declare that the real property described in Exhibit "A", and such additions thereto, as may hereafter be made, pursuant to Article III hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (hereafter sometimes referred to as "Covenants") hereinafter set forth in this Declaration, and further declares that this Declaration shall constitute covenants to run with the land and shall be binding upon the Company, its successors and assigns, and all subsequent owners of all or any part of said real property, together with its and their grantees, successors, heirs, executors, administrators and assigns.

2. Covenant and agree that the Common Properties, located within the Premises, shall, at all times during the term of this Declaration, remain and be used solely for the Common nonexclusive use of the Owners within the Premises, their lessees, members of their immediate household, and guests, subject to the following rights, reservations and easements:

(a) Subject to the rights reserved to the Company, its successors and assigns in Articles III and IV hereof:

(b) Subject to the rights of the Company, its successors and assigns to construct, install, use and maintain storm and sanitary sewers, swales, water lines, drainage facilities, retention areas, utilities, and cable lines in the Common Properties, and to reserve and grant easements for the same to itself, the public authorities, public agencies and public utilities.

3. Declare that the Association may administer and exercise certain of the functions and powers set forth in the Ashley Oaks Declaration as may be delegated to it by the Ashley Oaks Association, subject to agreement between the Ashley Oaks Association and the Association as the same relates solely and only to the Premises, the Cluster Sites and houses constructed thereon and the Common Properties located exclusively in the Premises, or adjacent thereto.

4. Declare that the Company has created and granted or may create and grant easements for the installation and maintenance of sanitary sewers, storm sewers, drainage and swales to the City of Strongsville.

5. Declare that no structures (including but not limited to sidewalks and driveways), plantings or other materials shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas or which may change, retard or increase the flow of water through the respective easement areas. The easement areas and all improvements therein shall be maintained continuously by the Association unless those easement areas are accepted by the City of Strongsville and which the City of Strongsville has formally undertaken to maintain. The City of Strongsville shall have the right to enter upon and across the Common Properties and each Cluster Site at any place that the City deems necessary in order to install or maintain, or to perform any function or operation in accordance with such easements.

ARTICLE II

DEFINITIONS

Section 1. “Association” shall mean and refer to the Oakmont at Ashley Oaks Homeowners’ Association, Inc., an Ohio not-for-profit corporation, its successors and assigns.

Section 2. “Cluster Site Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Cluster Site which is a part of the Premises, but excluding those persons having such interest merely as security for the performance of an obligation.

Section 3. “Premises” shall mean and refer to that certain real property hereinbefore described in Exhibit “A”, and any and all additional real properties as may be submitted to the within Declaration by Developer as hereinafter provided in Article III hereof. “Premises” is sometimes hereafter referred to as “Properties”.

Section 4.

A. “Common Properties,” or “Common Property” shall mean and refer to those areas of land within the Premises, if any, which are intended to remain as open areas and buffer zones, and for storm water retention areas, drainage, swales, storm and sanitary sewers, water main, utilities, guest parking, entrance ways, walls, earth mounds and landscaping, for the common use, benefit and enjoyment of all Cluster Site Owners and which are specifically designated as such on any subdivision plat recorded in the Cuyahoga County Records of the Premises, or which are designated or described as such in this Declaration, or on any drawing

which is an Exhibit to this Declaration. The terms “Common Elements” and “Common Element,” when appearing in this Declaration shall convey the same meaning.

B. “Common Easement Area” shall mean and refer to those areas of the Cluster Sites within the Premises, which are intended for the common use, benefit and enjoyment of all Cluster Site Owners and which are designated as such on any such subdivision record plat of the Premises, or are designated or described as such in this Declaration, or on any drawing which is an Exhibit to this Declaration. Payment of the real estate taxes and assessments on each Cluster Site, including the part thereof subject to any Common Easement Area or other easement, shall be the obligation of the Cluster Site Owner.

Section 5. “Cluster Site” shall mean and refer to any subplot (whether or not improved with a house), including any Single Family Detached House constructed upon a Sublot shown upon any record subdivision plat of the Premises with the exception of the Common Properties. Each Cluster Site shall have a separate permanent parcel number assigned to it by the Cuyahoga County Auditor for tax purposes after recording of the deed to a purchaser from Developer.

Section 6. “Articles of Incorporation and Bylaws” shall mean the Articles of Incorporation and Bylaws of the Association. The Articles of Incorporation and Bylaws of the Association may contain any provisions not in conflict with this Declaration or any Supplemental Declaration as are permitted to be set forth in such Articles and Bylaws by the nonprofit corporation law of the State of Ohio, as from time to time in effect.

Section 7. “City” shall mean the City of Strongsville, a municipal corporation organized and existing under the laws of the State of Ohio. It is specifically acknowledged by all parties to these Covenants and Restrictions that the “City” is a third party beneficiary to these Covenants and Restrictions and has the same authority to administer and enforce these Covenants and Restrictions as they relate to the Common Elements, storm sewers and swales, as more fully set out herein, as does the Association or Developer.

Section 8. “Developer” shall mean and refer to Parkview Homes, Inc., and its successors and assigns, and an individual or entity to whom or to which Parkview Homes, Inc. or a successor Developer conveys all or substantially all of the real estate comprising the Properties, which have not been previously conveyed, and one (1) or more individuals or entities to whom or to which Parkview Homes, Inc. or a successor Developer, at any time or from time to time, signs or conveys all or any portion of the rights and/or obligations of the Developer hereunder.

Section 9. “Development Period” shall mean the period of the development of the Premises, together with any additions thereto by Developer, projected to occur over a period or years ending December 31, 2012.

Section 10. “Living Unit” shall include the term “house”, and shall mean and refer to any building or any portion of a building situated within the Premises, or any Cluster Site,

designed and intended for use and occupancy as a residence by a single family. A residential single family housing unit situated on the Premises, whether attached or detached, is herein defined as a “Living Unit” or a “House.”

Section 11. “Front Landscaping Area” shall mean all land on a Cluster Site existing between the street and a line or lines designated by the front elevation of the building not to include the porch, and extending to the perpendicular property lines.

Section 12. “C5 Annex” shall mean the earth mounds installed by the Developer in the rear of the Cluster Sites located on the east side of Oak Hollow Lane.

ARTICLE III

PROPERTIES SUBJECT TO THE DECLARATION, AND ADDITIONS THERETO; POWERS IN DEVELOPER

Section 1. Premises. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Strongsville, Ohio, includes Oakmont at Ashley Oaks, all as is more particularly described in Exhibit “A” annexed hereto and made a part hereof.

Section 2. Additions to Premises. The Developer, with the prior written approval of the City, shall have the right to bring within the scheme of this Declaration such additional Properties as Developer may elect during the Development Period. Nothing, however, contained herein shall bind the Developer to make any additions or to adhere to any particular plan of development. Any such addition shall be made by the Developer, within the Development Period, with the prior approval of the City, provided that any such proposed addition is part of that certain larger tract of land, known or designated as Ashley Oaks, as Ashley Oaks may be expanded or increased from time to time pursuant to the Ashley Oaks Declaration. Any such addition shall be made by filing of record a supplemental Declaration, in a form approved by the Developer with respect to the additional Property, which shall extend the scheme of the covenants, rights, easements, privileges and restrictions of this Declaration to such additional Property. Such instrument may contain such complementary additions and modifications of this Declaration as may be necessary to reflect the different character, if any, of the added Property and as are not inconsistent with this Declaration. Such additions shall extend the jurisdiction, functions, duties and membership of the Association to such Properties.

Section 3. Changes in Boundaries of Cluster Sites and Common Elements. The Developer reserves the right to make such changes in the boundaries of Cluster Sites and in the Common Properties with the approval of the City as it deems advisable, provided that no such change may be made if the same would adversely affect the boundaries or the beneficial use and enjoyment of any Cluster Site then owned by persons other than Developer without the written

consent of such person. The Board of Directors of the Association shall have the right to approve any such change of a Common Element after the Development Period, or when title to seventy-five percent (75%) of the Cluster Sites within the Premises has been conveyed by Developer to Cluster Site Homeowners, whichever shall first occur.

Section 4. Reservation of Easements by Developer. The Developer does hereby reserve and grant to itself, its successors and assigns:

(a) Easements in, upon, and over all Common Properties and Cluster Sites for the purpose of maintaining same, for the installation, use, maintenance and repair of all utilities, roads and common facilities necessary for the Ashley Oaks Subdivision or any other property located within Ashley Oaks, for access across said Cluster Site and/or Common Properties to and from other property located within the Ashley Oaks, and for the installation, use, maintenance and repair of such improvements to the Premises, the Common Properties, any Cluster Site, or any other properties as Developer may determine, including, but not limited to, utilities, roads, drives, electrical, telephone, gas, cable, storm and sanitary sewers, and/or water service lines. Developer does hereby reserve an easement across each Cluster Site for the purpose of installing a second electrical meter on the house, as Developer deems necessary, for the purpose of providing common electrical metering for lighting of Common Properties, signs and street lighting, and an easement to install and maintain and use electrical lines across said Cluster Site to and from said electrical meter; and

(b) The right to grant and reserve easements for the above purposes to any public authority, public agency or any public utility.

Developer retains until December 31, 2012, or until such time as Developer has sold all Cluster Sites improved with a home to the Cluster Site Homeowners in the Premises, whichever event first occurs, the right to construct, install, maintain, use and relocate additional signs and/or existing signs advertising the Premises and/or Living Units therein for sale constructed by Developer; such signs to be located on any portion of the Common Properties as Developer may from time to time designate, together with an easement of access thereto sufficient for the purposes stated herein. Such signs shall comply with all ordinances of the City of Strongsville and shall be aesthetically compatible with the Premises in the reasonable discretion of Developer.

Section 5. Association Merger. The Association may be merged or consolidated with another Association as provided in its Articles, Bylaws or Rules of Regulations. Upon such merger or consolidation, the Association's properties, rights and obligations may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one plan. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and

restrictions established by this Declaration within the existing property except as hereinafter provided.

Section 6. Assignment of Developer's Rights. Developer shall have the right to assign any and all of the rights reserved to it in this Declaration to a nominee or subsequent Developer of the Premises.

Section 7. Consent to Reservation of Rights and Powers. Developer on its own behalf as the owner of all the Premises, and on behalf of all subsequent owners, hereby consents to and approves, and each subsequent Owner by acceptance of a deed conveying such ownership interest, and each mortgagee of said subsequent Owner by acceptance of a mortgage deed of such Owner's interest, thereby consents to and approves the provisions of this Article III, including without limitation and the generality of the foregoing, the amendment and modification of this Declaration by Developer in the manner provided in this Article III herein and Article X herein.

ARTICLE IV

OWNERSHIP, USE AND MANAGEMENT OF THE COMMON PROPERTIES

Section 1. Every Member, and each Lessee of a Cluster Site or Living Unit of a Member (for himself, his immediate household, and guests), shall have a non-exclusive right and easement of enjoyment and use of the Common Properties owned by the Association for use as open space and/or green belt purposes, in common with all others entitled to use the same, and such easement shall be appurtenant to and shall pass with the title to every Cluster Site. Said right and easement shall be subject to the following provisions:

(a) The right of the Developer, and of the Association to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties.

(b) The right of the Association to make reasonable rules and regulations regarding the use of the Common Properties and Common Easement Areas, including driveways, parking spaces, and access easements by the Members and other persons entitled to such use.

(c) The right of the Association to suspend a Member's voting rights and right to use of the Common Properties (i) for any period during which any assessment against such Member's Cluster Site remains unpaid, or (ii) for a period not to exceed thirty (30) days, for an infraction of the Association's published rules and regulations by such Member, or his immediate household or guests.

(d) The right of the Association, with the prior consent of the Developer for so long as Developer owns any parcel of property within the Premises, to dedicate or transfer all or any part of the Common Properties to any public agency, public authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors of the Association.

(e) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure.

Section 2. The right of use and enjoyment of the Common Properties shall not commence as to any Cluster Site Owner, his guests and family, until such Cluster Site Owner commences paying assessments pursuant to Article V.

Section 3. (a) The Developer may retain control of the Common Properties until such time as all improvements have been completed thereon by Developer, and until such time, as in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provisions herein, the Developer hereby covenants for itself and its successors and assigns that it shall convey title to and turn over control, care and maintenance of the Common Properties to the Association no later than the expiration of the Development Period, or when title to fifty percent (50%) of the total number of Cluster Sites (which may be included within the Premises and the land adjoining the Premises as have been approved by the City) have been conveyed by Developer to Cluster Site Homeowners, whichever event shall first occur.

(b) The Developer shall have the duty to maintain all Common Properties, Common Easement Areas, guest parking, storm water retention areas, easements, drives, storm sewers, and swales until such time as all improvements are installed, completed, paid for in full, and turned over to the Association. Maintenance shall include but not be limited to painting, repairing, replacing, and caring for all appurtenances, exterior and interior building surfaces, trees, shrubs, grass areas, driveways, paving, walls, concrete, and other improvements in and or on the Common Properties and Common Easement Areas.

(c) The Developer shall pay for all real estate taxes and assessments on all Common Properties until such time as all improvements on the Common Properties are certified by the City, as having been completed, and the Common Properties are formally deeded over to the Association.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Each person or entity who is a record Owner of a fee or undivided fee simple interest in any Cluster Site shall automatically be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the payment of money or performance of an obligation shall not be a Member. When more than one person holds such interest or interests, in any Cluster Site, all such persons shall be Members, but for quorum, voting, consenting and all other rights of Membership, such persons shall collectively be counted as a single Member, and entitled to one vote for each such Cluster Site, which vote for such Cluster Site shall be exercised as they among themselves deem. Each such Member shall be jointly and severally liable for the payment of the assessments herein provided with respect to such Cluster Site.

Section 2. Voting Rights. The Association (until the expiration of the Development Period, or until the occurrence of the event specified below, whichever event shall first occur) shall have two classes of voting Membership:

Class A: Class A Members shall be all Members with exception of the Developer. Class A Members shall be entitled to one vote for each Cluster Site owned by them.

Class B: The Class B Member shall be the Developer. The Class B Member shall be entitled to two votes for each Cluster Site owned by it. The Developer shall be deemed to own Cluster Sites equal to the total number of Cluster Sites on the Premises and on adjoining land (as have been approved by the City) except for those which have been conveyed by the Developer.

ARTICLE VI

MAINTENANCE ASSESSMENTS

Section 1. Creation of the Assessments. Each Cluster Site Owner (other than the Developer or its nominee), by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and hereby covenants and agrees to pay the Association:

(a) An annual assessment for the continued operation, care, maintenance and repair of the Common Properties and the Cluster Sites as provided in this Declaration, and for the Association's performance of its other functions and responsibilities; and

(b) Special assessments for improvements or other capital expenditures, including the acquisition of additional property for use as Common Elements, for emergency, operating, maintenance or repair costs, and for other costs and expenses not anticipated in determining the applicable annual assessment. Each assessment shall be in the same amount for each Cluster Site.

It shall be the duty of the Developer for each Living Unit owned by it, and of each other Cluster Site Owner to pay the proportionate share of the assessments for the expenses of administration, maintenance and repair of the Common Elements and of the other expenses provided for in the Declaration and Bylaws. Such proportionate share shall be calculated by dividing the total amount of expenses (except for expenses paid with proceeds of a loan) by the total number of Living Units (owned by the Developer and the number of Cluster Sites not owned by the Developer) within the Properties and each assessment shall be in the same amount for each such Living Unit and Cluster Site. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Directors of the Association, as hereinafter provided and in accordance with the provisions of the Declaration.

Section 2. Annual Assessments. The annual assessment shall be determined and levied annually by the Directors of the Association prior to the date of the annual meeting of the Members, in such amounts as in their discretion shall be reasonably necessary to meet expenses anticipated during the ensuing year and to accumulate reasonable reserves for anticipated future operating or capital expenditures. The annual assessments for each calendar year shall be payable to the Association in quarterly installments. The Association shall mail an invoice to each Owner on or about the first (1st) of the month preceding the start of the next quarter (e.g. December 1st for the 1st quarter, March 1st for the 2nd quarter, June 1st for the 3rd quarter, and September 1st for the 4th quarter). That invoice will be due on the last day of the month invoiced (e.g. December 31st, March 31st, June 30th, and September 30th).

Section 3. Special Assessments. Special Assessments may be levied by the Association from time to time at a meeting of the Members by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association and, if there be more than one class of membership, then by the affirmative vote of Members entitled to exercise a majority of the voting power of each class of membership, provided that written notice shall be given to each Member at least thirty (30) days in advance of the date of such meeting stating that a special assessment will be considered at and discussed at such meeting. Special assessments may, if so stated in the Resolution authorizing such assessment, be payable in installments over a period of years.

All such Annual and Special Assessments shall be in addition to any Annual or Special Assessments payable to the Ashley Oaks Association pursuant to the Ashley Oaks Declaration.

Section 4. Due Dates of Assessments: Defaults: Lien Rights and Priority of Liens: Personal Liability.

(a) The due dates of the quarterly installments of the annual assessments shall be on the last day of each month prior to the start of the next calendar quarter. The due date of any special assessment or installment thereof shall be fixed in the Resolution of the Members authorizing such assessment, and written notice of such special assessment or installment thereof shall be given to each Owner subject thereto at least sixty (60) days in advance of such due date.

(b) If any installment of the annual assessment, or special assessment, or installment of a special assessment, or other assessment charged to a Cluster Site Owner by the Association, is not fully paid by its due date an Administrative Late Charge of \$25.00 per month (subject to reasonable increases based upon the Board's discretion) shall be incurred and invoiced to each Delinquent Account.

(c) The Annual Assessments and Special Assessments, and any other assessments authorized in the Declaration and charged by the Association to a Cluster Site Owner, together with any late charges, interest thereon and costs of collection thereof as hereinafter provided, applicable to a Cluster Site, shall be a charge on such Cluster Site and upon perfection, as hereafter provided, shall constitute a lien upon the Cluster Site against which each such assessment is made securing any such unpaid assessments, charges, costs, and interest, until paid in full.

Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Cluster Site at the time when the assessment or charge fell due.

(d) If at any time an installment of an Assessment or any other charge or assessment due hereunder remains unpaid for twenty-one (21) or more days after it has become due and payable, a Certificate of Lien for all or any part of the unpaid balance of the Assessment, together with interest, late payment charges and costs and reasonable attorneys fees, may be filed for record with the Recorder of Cuyahoga County, Ohio, pursuant to authorization by the Board. The Certificate shall contain a description of the Cluster Site against which the lien shall exist, the name or names of the record Owner(s), the amount of the unpaid portion of the Assessments and the interest, charges and costs, and shall be signed by the President or the chief officer of the Association. Such lien shall become effective on the date the certificate or lien is filed for record in the office of the Cuyahoga County Recorder, and shall remain valid until released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of the court in an action brought to discharge such lien as hereinafter provided.

(e) The Association may, after such twenty-one (21) day period, bring an action at law against the Owner responsible for the payment of such assessment, and,

additionally or alternatively may foreclose the lien against the Cluster Site of said Owner for the amount of such assessment, plus interest on the assessment or installment amount as above provided, and together with the costs of the action and reasonable attorneys' fees in favor of the Association, for which amounts judgment may be rendered by a court of competent jurisdiction in favor of the Association.

(f) The lien provided for in this Section shall have priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and the lien of a bona fide first mortgage which has been filed for record prior to the filing of the certificate for record. The lien may be foreclosed in the same manner as a mortgage on real property in an action of the Association brought by the President or other chief officer as authorized by the Board. During the pendency of any such foreclosure action, the Owner or Owners of the Living Unit on the Cluster Site affected shall be required to pay a reasonable rental for such Living Unit commencing as of the date foreclosure proceedings are filed and continuing during the pendency of such action. The plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale.

(g) Any Cluster Site Owner who believes that an Assessment against such Owner's Cluster Site has been improperly charged or a lien improperly filed may commence an action in the Court of Common Pleas for Cuyahoga County, Ohio, for a termination or modification of the Assessment and/or the discharge or modification of any such lien.

(h) When the holder of a first mortgage on a Cluster Site acquires title by virtue of foreclosure of the mortgage or by deed in lieu of foreclosure, or any purchaser acquires the Cluster Site at a foreclosure sale of a first mortgage, such holder or purchaser shall take the Cluster Site free of any claims for unpaid Assessments and charges against the Cluster Site other than those Assessments which were the subject of a certificate of lien filed for record prior to the recording of such mortgage.

(i) In the case of a bona fide sale of a Cluster Site, no grantee shall be liable for, nor shall the interest purchased be subject to a lien for any unpaid assessments, late charges, interest or attorneys fees which became due prior to the date of transfer of title to said grantee, unless a lien has been filed for the same as hereinabove set forth in this Section, prior to the date of transfer of title to said grantee.

Section 5. Computation and Application of Annual Assessments. The annual assessments to be levied against each Cluster Site Owner shall be equal to the product of the total annual budget for the Association times a fraction, the numerator of which is one (1) and the denominator of which is the total number of Cluster Sites within the Premises. The assessments levied and collected by the Association shall be applied by the Association toward payment of the following costs and expenses:

- (a) For all costs and expenses incurred by the Association in the performance of all Association functions and services, and for the discharge of all duties and obligations of the Association, as set forth in this Declaration, the Bylaws, or as established by the Association;
- (b) The full amount of any taxes and assessments levied against the Common Properties;
- (c) For all legal and accounting services required by the Association;
- (d) For the cost of collecting assessments, and expenses of maintaining the Association; and
- (e) For any and all other purposes which the Association may determine from time to time to be for the general benefit of the owners of the Cluster Sites, and the Association.

It shall be the responsibility of the Association to provide such services for the benefit of the Cluster Site Owners, but only to the extent of the funds received by it from the aforesaid Annual and/or Special Assessments. In providing such services, the Association shall have the sole discretion as to when and to what extent and in what manner such services are to be provided. The Association may delegate the performance of any such services to any agent, contractor, or management company hired by the Association to perform any of such services.

Such assessments may be increased, decreased or adjusted from time to time by the Association as the interests of the Cluster Site Owners in the Premises may, in its judgment, require. The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all the interested parties.

Section 6. Abatement. No diminution or abatement of assessments shall be allowed or claimed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Properties or from any action taken to comply with any law, ordinance or order of a governmental authority.

Section 7. Notice of Delinquency. The Association shall have the right to cause written notice of delinquency in payment of assessments to be mailed to the mortgagee of record, if any, of the Cluster Site on which assessments have not been paid. Such notice shall be deemed sufficient if mailed postage prepaid to said mortgagee at the last known address thereof as indicated on the recorded mortgage, within fifteen (15) days after due date of said assessment.

Section 8. Rights of City. After the transfer of title to the Common Properties to the Association, the City shall have the right but not the obligation to impose any special assessments for improvements made by the City which would otherwise be a lien on the Common Properties, on the Cluster Sites within the Development area or the real property on

which said Cluster Sites are located, on an equitable basis to be determined by the City. The assessments set forth above are enforceable as provided by law or under this Article VI.

Section 9. Obligation of Developer to Pay Assessments. Notwithstanding any contrary provision of these Covenants and Restrictions, the Developer shall not be obligated to pay any assessments (whether annual or special) with respect to any Cluster Site owned by the Developer unless and until a structure has been erected upon the Cluster Site in question. With respect to Cluster Sites, owned by the Developer, on which a structure has been constructed, the Developer shall be responsible for the payment of Assessments (whether Annual or Special) to the same extent as any other Cluster Site Owner.

Section 10. Exempt Property. The following property shall be exempted from the assessments and lien created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) The Common Properties as defined in the Declaration;
- (c) All properties of the City of Strongsville which are exempted from taxation by the laws of the State of Ohio;
- (d) Any Cluster Site held by the Developer or its nominee for sale, so long as no structure has been erected on said Cluster Site.

Section 11. Cost of Enforcement. If any Cluster Site Owner (either by his or her conduct or by the conduct of any occupant or guest of his or her Living Unit) shall violate any provision of the Declaration, Bylaws or rules and regulations adopted by the Board, said Cluster Site Owner shall pay to the Association, in addition to any other sums due, any enforcement assessments for violation of said provision or rule levied by the Board, all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule, including reasonable attorney fees and/or court costs. Said enforcement assessments, costs and expenses shall be charged as a special assessment against said Cluster Site Owner. The Association, in addition to all other remedies available, shall have the right to place a lien upon the estate or interest of said Cluster Site Owner as further explained and set forth in Declaration Section 4 of this Article VI.

ARTICLE VII

COVENANTS FOR MAINTENANCE

Section 1. The Association shall have the duty to maintain all Common Properties, Common Easement Areas, guest parking, storm water retention areas, easements, drives, storm sewers, and swales beginning at such time as title has been conveyed to the Association. Maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for all appurtenances, exterior and interior building (located in or on the Common Properties or Common Easement Areas) surfaces, trees, shrubs, grass areas, driveways, paving, walls, concrete, and other improvements in and/or on the Common Properties, and Common Easement Areas.

Section 2. The Association shall be further responsible for:

(a) The care and maintenance of the Common Properties, Common Easement Areas, including but not limited to the parking improvements, driveways, structures, mailboxes and posts, landscaping, lawns, earth mounds, walls and fences, including landscape timber walls, located on the Common Properties, and Common Easement Areas,

(b) The payment of the real estate taxes and assessments assessed by the public authorities against the Common Properties,

(c) Except for any landscaping installed or altered by a Cluster Site Owner and except for landscaping installed in the areas described in Article IX, Section 7, maintenance of the landscaping, earth mounds and landscape timber walls for all Cluster Sites, and lawn mowing and general lawn care for all of the Cluster Sites, Common Properties, tree lawns, and easements, provided that in the discretion of the Board of Directors, the Association need not replace any plantings located in any Common Properties or on any Cluster Site which may be damaged or which may die,

(d) The maintenance, repair and replacement of the public sidewalks abutting the Premises, driveway aprons for each Cluster Site, and common easement areas for guest parking, driveways and landscaping, easements, storm sewers, drainage and swales (including catch basins therein and any other appurtenances, hard surfaces, or drives thereon) as said easements are shown in Exhibits to this Declaration, or as otherwise shown on any record plat, or created by any other instrument of record of the Premises,

(e) The care and maintenance of the following exterior portion of each Living Unit on a Cluster Site: the painting of exterior surface of all entrance doors, garage doors and exterior trim; except for minor repairs and touch up, all Living Units within the Premises shall be

repainted/restained approximately the same time, within the discretion of the Board of Directors and subject to the approval of color and type of such painting or staining by the Board of Directors, and

(f) Snow removal of the common parking and individual driveways of the Cluster Sites, or other areas of the Premises deemed necessary in the discretion of the Board of Directors.

Section 4. Responsibility of Cluster Site Owners. Each Cluster Site Owner shall maintain in good condition and repair (including replacements as necessary) all other portions of his Cluster Site, including the house thereon, not maintained by Association as above provided, including but not limited to the individual driveways for the house, the private walkways and patios, including all windows and glass, all exterior lighting fixtures, exterior light bulbs, exterior siding, gas and electric service lines, and exterior heating and cooling units. The Cluster Site Owner, shall also periodically water the lawns and landscaping on his Cluster Site, for the proper maintenance and growth thereof, at said owner's expense. In the event that a Cluster Site Owner fails to perform the obligations required of said Owner as herein provided, after Notice by the Association to perform the same, the Association may perform such maintenance and make such repairs, replacements or painting, and assess the cost thereof to said Owner. The Cluster Site Owner shall pay the cost assessed by the Association on demand with interest thereon at the rate of ten percent (10%) per annum (but in no event higher than the highest rate which may be legally charged) until paid. Until paid, such assessment shall be a charge against said Owner's Cluster Site and shall constitute a lien thereon by the Association, upon perfection in the manner provided in Article VI, Section 4.

ARTICLE VIII

INSURANCE

Section 1. Insurance to be Obtained by Cluster Site Owners. Each Cluster Site Owner shall maintain at a minimum a homeowner's Class 3 policy of fire and extended coverage hazard insurance (with a malicious mischief and vandalism endorsement) upon the house located upon his Cluster Site, with replacement cost endorsement, in the full insurable value of such house, and coverage for loss or damage to contents and personal property. At the request of the Association, all insurance proceeds payable as a result of damage to a Cluster Site shall be paid to an insurance trustee satisfactory to the Association to be used for the sole purpose of repairing and restoring the house. Said policy shall include a policy of public liability insurance upon the Cluster Site and the Common Properties with such limits of coverage as the Association may select.

Such public liability policy shall name the Association as an additional insured. In the event of any damage to or destruction of the house, the Cluster Site Owner shall promptly

commence repair and restoration of the house to the condition existing prior to such damage or destruction, using the insurance proceeds to the extent available. If the Cluster Site Owner does not promptly commence said restoration and thereafter diligently complete said restoration, the Association shall have the right to enter upon the Cluster Site and complete said restoration, using the insurance proceeds for such purpose. Evidence of such insurance shall be provided to the Developer and to the Association at the time of Closing of the purchase and sale of each Cluster Site. The Association shall be furnished with a copy of said policies and originals of said endorsements prior to ten (10) days before the expiration of each policy each year.

Section 2. Insurance to be obtained by Association. The Association shall obtain and pay out of the funds collected through assessments:

(a) Liability Insurance. A policy or policies insuring the Association, its officers and Directors, and the owners against any liability to the public or to the Owners' of Cluster Sites and their invitees or tenants, incident to the ownership and/or use of Common Properties, and Common Easement Areas, the limits of which policy shall be reviewed annually by the Association, but which shall not be less than \$1,000,000.00 in respect of any one occurrence, and not less than \$500,000.00 in respect to damage to or destruction of property arising out of any one occurrence.

(b) Casualty Insurance. All hazards casualty insurance insuring against loss or damage to any structure or improvements on the Common Properties.

(c) Errors and Omissions. The Board of Directors is authorized to insure its members and officers from liability resulting from an act or a failure to act, pursuant to the authority of office or an act or failure to act, intended to be committed pursuant to authority of office.

(d) Worker's Compensation Insurance. The Board of Directors is authorized to obtain Worker's Compensation and unemployment insurance to the extent necessary to comply with any applicable laws.

(e) Fidelity Bonds. Fidelity Bonds shall be required for all officers and employees of the Association handling or responsible for Association funds. The premiums on such bonds shall be paid by the Association as a common expense.

All of said insurance to be obtained by the Association, shall be subject to availability of said insurance by insurance carriers authorized to write such insurance in the State of Ohio.

ARTICLE IX

PROTECTIVE COVENANTS AND EASEMENTS

Section 1. Protective Covenants of Ashley Oaks Declaration. In addition to the provisions of this Declaration, the Premises are subject to the protective covenants of the Ashley Oaks Declaration, as supplemented and modified from time to time. Not in limitation of the foregoing, except for the Developer and its agents, contractors and employees, nothing may be constructed or altered upon any Cluster Site without first obtaining the approval of the Ashley Oaks Association as set forth in the Ashley Oaks Declaration with such exceptions as are set forth therein.

Section 2. Land Use. No industry, business, trade, occupation or profession of any kind whether for commercial, religious, educational, charitable, or other purposes shall be conducted, maintained or permitted on any Cluster Site except such as may be permitted by the Association, and except that:

(a) The Developer, its duly authorized representatives or any Cluster Site owner duly authorized by Developer, may with respect to the Premises or any part thereof, engage in any and all activities and perform such work as are incident to property development and construction; (ii) maintain thereon or on or in any Living Unit, one or more sales and rental offices and model houses for the sale and lease of Cluster Sites and Living Units and general business activities related thereto; and (iii) place such signs thereon or on any Living Unit to facilitate sales, and to advertise the development and model houses, such signs to be in compliance with City regulations. Nothing herein contained shall restrict the right of the Developer to delegate or assign its rights hereunder to a nominee, successor Developer, or to a builder, building company or other person, firm or entity, authorized by the Developer.

(b) A Cluster Site Owner, or the Association, or their agents or representatives may perform or cause to be performed any maintenance, repair or remodeling work with respect to any Cluster Site, Living Unit, the Common Properties, or Association Property.

(c) Any business, trade, occupation or profession (the conduct of which does not violate any ordinance of the City); provided, however, that the business, trade, occupation or profession does not involve visits by business invitees to the Cluster Site or Living Unit and does not involve any activities outside of the Cluster Site or Living Unit and does not involve any activities (except for deliveries by the United States Postal Service or the United Parcel Service or Federal Express or similar delivery services) or anything visible outside of the Cluster Site or the Living Unit and does not involve any sounds, vibrations or odors noticeable outside of the Cluster Site or Living Unit.

Section 3. Architectural Control. No building or other structures shall be erected, constructed, reconstructed, placed, altered or suffered to remain upon any Cluster Site on the

Premises by any person, except by the Developer and its agents, contractors and employees, unless and until the plans and specifications showing the size, height, type and materials of construction thereof and the location of the same shall have been submitted to and approved in writing as to the harmony of the external design and the location in relation to surrounding structures and topography by the Developer, as long as the Developer owns any part or interest in the property subject to this Declaration. After the Developer ceases to own any part or interest in the property subject to this Declaration, such submission of plans and specifications shall be made to the Association for approval.

Such plans and specifications shall be complied with as approved in all material respects.

Notwithstanding anything to the contrary in the Ashley Oaks Declaration, or in this Declaration, the Developer or the Association, as the case may be, shall have the right hereunder to refuse to permit any "out-building", to be erected, constructed, reconstructed, placed or replaced on any Cluster Site and/or the right to refuse to permit the construction of or expansion of any deck which extends to a depth beyond the depth of such deck originally approved by the Planning Commission of the City of Strongsville at the initial approval of the Ashley Oaks site plan. The provisions of this Section shall not prohibit or restrict any temporary construction buildings used in the development and construction of the Premises by Developer, its agents, contractors and employees.

The Association's right of review and approval hereunder shall be exercised by the Board of Directors, or by an Architectural Committee of three representatives appointed by said Board. If the Developer, or said Board, or its designated Committee, as the case may be, fails to approve or disapprove any such plans and specifications within forty-five (45) days after the same has been submitted to it, approval will be deemed to have been granted, and this Article will be deemed to have been fully complied with. Notwithstanding approval by the Association, the request may be denied by the Ashley Oaks Association in accordance with the Ashley Oaks Declaration.

Not in limitation of the foregoing, the Board of Directors and/or Architectural Committee, as the case may be, may, but is not obligated to, approve fences (at such locations and with such dimensions and designs and constructed of such materials as it deems appropriate) on Cluster Sites or on Common Properties which are adjacent to real estate which is not subject to these Covenants and Restrictions and at such other locations with respect to which the Board may, from time to time, authorize fences or authorize an Architectural Review Committee to approve fences.

Landscaping changes not heretofore described in this Section must be submitted to the Board for review and approval; the Board's whose primary, but not exclusive, considerations shall be the effect on landscaping maintenance cost and the harmony with surrounding landscaping structures. Under no circumstances may a Cluster Site Owner modify landscaping that increases landscaping expenses.

Section 4. Utility Easements. Easements for installation and maintenance of utilities, storm and sanitary sewers, water main and drainage facilities and swales are reserved in favor of the Developer and the Association, in and over the front ten (10) feet and rear fifteen (15) feet, of each Cluster Site, in and over the Common Properties, and in and over easement areas as shown on any record plat of the Premises, approved by the City and recorded in the Cuyahoga County Records. Within these easements, no structure, planting or other material, without the approval of the City, shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, storm and sanitary sewers, and water main, or which may change the direction of flow of drainage channels, or which may obstruct or retard the flow of water through drainage channels. The easement area of each Cluster Site and all improvements therein shall be maintained continuously by the owner thereof, except for those areas and improvements for which the Association, a public authority or public utility is responsible. The Developer, its successors, and assigns so long as it shall maintain a property interest in the Premises, additions thereto or in any adjoining lands, and thereafter the Association, shall be empowered to assign such easements to the municipality or to the appropriate public authorities or public utilities. Such easements shall entitle the holder thereof to enter upon and across each Cluster Site, or Common Property at any place as required in order to make any such installation or maintenance within the easement, provided that such holder shall restore the Premises to the condition existing prior to such installation or maintenance.

Section 5. Drainage Easement. The Developer, each Cluster Site Owner and the Association shall have the non-exclusive right and easement in common to utilize the waterways, lakes, courses, storm sewers, drainage pipes and retention basins in, over and upon the Common Properties for the purpose of the drainage of surface waters on the Premises, said rights-of-way and easements being hereby established for said purposes. It shall be the obligation of the Association to properly maintain, repair and operate such drainage system, retention basins and storm sewers existing on the Common Properties.

Section 6. Television Dishes. Notwithstanding any provision of these Covenants and Restrictions to the contrary, a Cluster Site Owner may install on the Cluster Site or Living Unit one (1) direct television dish cluster or other reception appliance; provided, however, that the dish cluster or reception appliance does not exceed eighteen (18) inches as measured in a straight line from any point on the dish or other receipt appliance to any other point thereon. Such dish, cluster, or appliance must not be located in the Front Landscaping Area and must not be readily visible from the street.

Section 7. Landscaping. No Cluster Site Owner may alter, remove or replace any landscaping located in, on, above or about the Premises, including, but not limited to, the Cluster Site of the Cluster Site Owner. At the expense of the Cluster Site Owner, the Cluster Site Owner must remove and replace any portion of the landscaping on the Owner's Cluster Site, except for the C5 Annex installed by the Developer and/or the Association that has died or has become

diseased, with a replacement of the same species that is not substantially larger than the item replaced. With respect to the portion of the Cluster Site consisting of a ten (10) foot wide strip immediately adjacent to the rear wall of the Living Unit extending between lines which are extensions of the side walls of the Living Unit, each Cluster Site Owner may modify or alter or replace the landscaping within said part of the Cluster Site; provided, however, that the alteration or replacement is not a nuisance as then defined under the common law of the State of Ohio

(a) With respect to graveled areas between adjacent Living Units, such areas must be maintained substantially as installed by the Developer; no vegetation may be planted therein, no structures may be erected therein (i.e. flower or storage boxes), and any additions or modifications to the utility services and equipment located therein must be approved in advance by the Architectural Review Committee.

(b) With respect to other (i.e. not graveled) landscaping between adjacent Living Units and landscaping between a Living Unit and adjacent Common Elements and not part of the Front Landscaping Area, Cluster Site Owners may modify the landscaping by installing mulched beds with sharp, natural edges, provided, however, that such beds, unless installed prior to January 1, 2007, do not obstruct or interfere with the operation of a thirty-six inch (36") wide lawn mower between such beds and/or adjacent areas, and may plant living ornamental vegetation within such beds. No inanimate materials that extend beyond ground level may be placed in such beds without the approval of the Association.

(c) With respect to the C5 Annex, prior written approval by the Association must be obtained for all landscaping changes.

(d) All mulch viewable from the street must match the color of the mulch installed by the Association in the Front Landscaping Area.

Section 8. Occupancy Restriction. No person who is adjudicated to be a sexual predator or a habitual sex offender and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a Living Unit and/or enter onto or remain in or on the Premises for any length of time. Any violation of this restriction shall subject the Cluster Site Owner and/or any occupant of the Living Unit to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Cluster Site Owner or occupant, or anyone visiting any Cluster Site Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

ARTICLE X

DURATION, WAIVER AND AMENDMENT

Section 1. Duration and Provision for Periodic Modification. The duration of the covenants of Article IX shall be as provided in Article IX. All other covenants of this Declaration and any Supplemental Declaration shall run with the land and shall inure to the benefit of and be enforceable by and against the Association, the Developer and any other Owner and their respective legal representatives, heirs, devisees, successors and assigns until December 31, 2025, after which time, said covenants shall be automatically renewed for successive periods of five (5) years each, unless amended, modified or canceled, effective on the last day of the then current term or renewal term, at a meeting of the Members by the affirmative vote of Members entitled to exercise seventy-five percent (75%) of the voting power of the Association, provided that such meeting shall be held at least ninety (90) days in advance of such effective date, and written notice of such meeting shall be given to each Member at least sixty (60) days in advance of the date of such meeting, stating that such amendment, modification or cancellation will be considered at such meeting. Promptly following the meeting at which such amendment, modification or cancellation is enacted, the President and Secretary of Association will execute and record an instrument reciting such modification or cancellation.

Section 2. Amendment by Developer. Until the expiration of the Development Period, Developer shall and does hereby reserve the right to amend or modify any of the provisions of this Declaration, or to waive any such provision either generally or with respect to particular Cluster Sites, parcels, or Premises if in the judgment of the Developer, the development or lack of development of the Cluster Site, parcel, or Premises requires such modification or waiver, or if in the judgment of the Developer, the purposes of the general plan of development will be better served by such amendment or modification or waiver, or if in the judgment of the Developer, such an amendment, modification or waiver is necessary to better implement the purposes of the Declaration, provided that the Developer may not, pursuant to this Section 2, increase the maximum annual assessment provided by Section 2 of Article VI for years beginning prior to January 1, 2001. Further, Developer may make such amendments and modifications to this Declaration as the same may be required to permit any mortgage encumbering any part of the Premises to be insured or financed by any lending institution, agency or instrumentality providing mortgage financing and/or providing insurance for mortgage financing. Such amendment which Developer has the right to make may be made without the consent or approval of any Cluster Site Owner and/or any mortgagee of any such Owner, and all of the same do hereby constitute and appoint Developer as such Owner's and/or mortgagee's true and lawful attorney-in-fact to execute for and on behalf of such Cluster Site Owner and/or the mortgagee such document or instrument as Developer deems appropriate and necessary to cause such amendment to be made; which power of attorney is hereby declared to be coupled with an interest. Promptly following any amendment or modification of this Declaration adopted by the Developer, pursuant to this Section 2, the Developer shall execute and record an instrument

reciting such amendment or modification in the office of the Cuyahoga County Recorder. The Developer shall have the right to assign its rights hereunder.

Section 3. Other Amendments. This Declaration may be amended or modified, effective on the date set forth in the amendment, following a meeting of the Members held for such purposes by the affirmative vote of Members entitled to exercise seventy-five per cent (75%) of the voting power of the Association, provided that written notice shall be given to every Member at least sixty (60) days in advance of the date of such meeting stating that such amendment or modification will be considered at such meeting; or this Declaration may be amended or modified in a writing adopted without a meeting, signed by Members entitled to exercise seventy-five percent (75%) of the voting power of the Association. Promptly following the meeting at which such amendment, modification or cancellation is enacted, or promptly following the adoption of such amendment, modification or cancellation in a writing adopted without a meeting and signed by the members entitled to exercise seventy-five percent (75%) of the voting power of the Association as aforesaid, the President and Secretary of the Association shall execute and record an instrument reciting such amendment, modification or cancellation in the office of the Cuyahoga County Recorder.

Section 4. Duration of Common Property Obligations. Notwithstanding anything in this Declaration to the contrary, the duties and obligations of the Developer until conveyance of the Common Properties to the Association by Developer as provided in Articles IV and VII, and thereafter the duties and obligations of the Association, as they relate to the Common Properties, and the authority to enforce these duties and obligations shall be of unlimited duration, shall be non-modifiable and shall be non-waiverable without the prior written consent of the City.

Section 5. Dissolution or Termination. Notwithstanding anything in this Declaration to the contrary, the Association may be dissolved or terminated only with the express written consent of the City.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Notices. All notices hereunder shall be in writing. All notices given or required to be given by the Association to its Members shall be deemed to have actually been given if actually received and, whether or not actually received, when deposited in the United States mail, postage prepaid, and addressed to the Member at his address as it appears on the books of the Association.

Section 2. Enforcement. Enforcement of the covenants of this Declaration or any Supplemental Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover

damages, or both, and against the land to enforce any lien created by the covenants of this Declaration, and failure by the Association or any Owner to enforce any covenant herein contained

shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. The City, as a third party beneficiary, may, but is not required to, compel compliance with Article IV, Section 3(b) or Article VII, Section 1 hereof as the City deems necessary by court action or any other means.

Section 4. The City, as a third party beneficiary to these Covenants and Restrictions and by giving its approval to these documents, shall in no way be deemed to have waived any of its zoning, building or other requirements of ordinances or general law which requirements shall still be binding upon the Premises if they are more restrictive than the requirements set out within these Covenants and Restrictions.

Section 5. Service Provided by Association. The Association, in addition to its performance of the functions and responsibilities hereinabove provided for it, may but shall not be required to, provide other services determined by the Directors to be of general benefit or utility to the Owners of the Properties, including, without limitation, the services of snow removal and refuse collection and disposal supplementary to or in lieu of such municipal services, and the expense of any such service or services shall be met by the levy of assessments pursuant to Article VI.

Section 6. Liability of Developer. In executing this Declaration and Bylaws, or any documents or instruments necessary to fully perform the obligation of the Developer under the Declaration and Bylaws, no personal liability shall arise or be enforceable against the Developer, or its Members, or against the Managers, Directors, Officers, Agents, Employees or Stockholders of the Developer, or of its Members, individually or personally and the liability of such persons and entities shall be limited to the real property owned by Developer described in Article III. All claimants shall look solely to said Property for satisfaction of claims or judgments of any nature arising in connection with the affairs of the Developer and its Members, and no claim or judgment in tort, contract, or otherwise shall be enforceable against the Members of Developer, or against the Managers, Directors, Officers, Agents, or Employees or Stockholders of Developer or its Members, individually or personally, arising out of the ownership, management, development, construction, operation or maintenance of the property by the Developer, but only against said property.

Section 7. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Section 8. Variances. The Developer, for so long as it owns the Premises, or any interest therein, and thereafter the Association shall have the right to waive or modify any of these restrictions and their application to any of the parcels with the consent of the Owner of the

Cluster Site with respect to which such restrictions are waived or modified if, in the judgment of the Developer or the Association, as the case may be, which judgment shall be conclusive, such waiver or modification will be in general keeping with the character of the then existing development of the Premises and desirable for its further development, but any such waiver or modification shall be in writing and delivered to such Owner.

Section 9. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Bob Taft, Governor of the State of Ohio.

Section 10. Articles and Bylaws of the Association. The Articles of Incorporation and Bylaws of the Association may contain any provisions not in conflict with this Declaration or any Supplemental Declaration as are permitted to be set forth in such Articles and Bylaws by the nonprofit corporation law of the State of Ohio as from time to time in effect.

Section 11. Construction of Terms. The paragraph headings contained in this Declaration are for reference purposes only and shall not affect in any way the meaning or interpretation of this instrument. The use herein of the singular number shall be deemed to include the plural, and vice versa, and the masculine shall be deemed to mean the feminine or neuter, and vice versa, wherever the sense of this instrument so requires.

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OAKMONT AT ASHLEY OAKS HOMEOWNERS' ASSOCIATION, INC.

IN WITNESS WHEREOF, the undersigned, being the Officers of the Oakmont at Ashley Oaks Homeowners' Association, Inc., have hereunto set their hands on this _____ day of _____, 2016.

Signed in the presence of:

KATHY MARTIN, its PRESIDENT

LEE FAMIANO, its SECRETARY

STATE OF OHIO)
) **SS:**
COUNTY OF _____)

Before me, a Notary Public, in and for such County and State, personally appeared the above-named **OAKMONT AT ASHLEY OAKS HOMEOWNERS' ASSOCIATION, INC.**, by its President, **KATHY MARTIN**, and its Secretary, **LEE FAMIANO**, respectively, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of such corporation, and the free act and deed of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2016.

Notary Public

This Instrument Prepared By:
Steven M. Ott, Esq.
Ott & Associates Co., LPA
1300 East 9th Street, Suite 1520
Cleveland, Ohio 44114
(216) 771-2600 (Telephone)
(216) 830-8939 (Facsimile)

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF _____) **SS:**

Kathy Martin, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Oakmont at Ashley Oaks Homeowners' Association, Inc.
2. As such President, she caused copies of the Amended and Restated Declaration to be distributed per the governing documents for review and vote on the same for adoption. All Owners shall receive recorded copies of this amendment.
3. Further affiant sayeth naught.

KATHY MARTIN, PRESIDENT

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named **Kathy Martin**, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2016.

Notary Public

CERTIFICATION OF THE SECRETARY

The undersigned, being the duly elected an qualified Secretary of the Oakmont at Ashley Oaks Homeowners' Association, Inc., hereby certifies that there are executed consents of the requisite number of Members to pass this Amended and Restated Second Amendment to Declaration in the records of the Association. Further, there are no mortgagees on file with the Association with regard to requiring consent prior to amendment.

LEE FAMIANO, SECRETARY

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named **Lee Famiano**, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2016.

Notary Public

**RESTATED BYLAWS
OF
OAKMONT AT ASHLEY OAKS
HOMEOWNERS' ASSOCIATION, INC.**

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**RESTATED BYLAWS
OF
OAKMONT AT ASHLEY OAKS HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE I

DEFINITIONS

The definitions of the Declaration of Oakmont at Ashley Oaks are incorporated herein by reference and made a part hereof.

ARTICLE II

MEMBERSHIP

SECTION 1. Membership. Each person or entity who is a record Owner of a fee or undivided fee simple interest in any Cluster Site of the Properties shall automatically be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the payment of money or performance of an obligation shall not be a Member. When more than one person holds such interest, or interests, all such persons shall be Members, but for quorum, voting, consenting and all other rights of Membership, such persons shall collectively be counted as a single Member, and entitled to one (1) vote for each such Cluster Site, which vote shall be exercised as they among themselves deem. Each such Member shall be jointly and severally liable for the payment of the assessments hereinafter provided with respect to such Cluster Site.

SECTION 2. Rights Subject to Payment of Assessment. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of and becomes a lien upon the property against which such assessments are made as provided by Article V of the Declaration to which the Properties are subject.

SECTION 3. Suspension of Membership Rights. The membership rights of any person whose interest in The Properties is subject to assessments under Section 2 of this Article II, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when

the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Elements, and the personal conduct of any person thereon, as provided in Article V, Section 2, of these Bylaws, they may in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

ARTICLE III

VOTING RIGHTS

SECTION 1. Classes of Membership. The Association shall have two classes of voting Membership:

CLASS A: Class A Members shall be all Members with the exception of the Developer. Class A Members shall be entitled to one (1) vote for each Cluster Site owned by them.

CLASS B: The Class B Member shall be the Developer. The Class B Member shall be entitled to two (2) votes for each Cluster Site owned by it. The Developer shall be deemed to own Cluster Sites on land adjoining the Premises which have been approved by the City in addition to the Cluster Sites owned by it on the Premises.

ARTICLE IV

PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT

SECTION 1. Right of Enjoyment. Each Member, for himself, his immediate household and guests, shall be entitled to the use and enjoyment of the Common Properties as provided by Article IV of the Declaration applicable to The Properties.

SECTION 2. Delegation of Rights. Any Member may delegate his rights of enjoyment in the Common Properties to any lessee who resides upon The Properties under a leasehold interest for a term of one (1) year or more, and the immediate household, and guests of such lessee. Such Member shall notify the Secretary in writing of the name of any such person and of the relationship of the

Member to such person. The rights and privileges of such person are subject to suspension under Article II, Section 3 hereof, to the same extent as those of the Member, and are further subject to the reasonable rules and regulations of the Association governing the use of the Common Properties.

ARTICLE V

GENERAL POWERS OF THE ASSOCIATION

SECTION 1. Payments from Assessment Funds. The Association shall payout of the funds hereinafter provided for, the following:

(a) **Care of Properties and Common Properties.** Landscaping, gardening, snow removal, cleaning, maintenance, repair and replacements of the Properties and Common Properties and any of its facilities and Common Easement Areas, as provided by the Declaration, and such other common expenses as the Association shall determine are necessary and proper.

(b) **Wages and Fees for Services.** The services of any person or firm employed by the Association, including without limitation, the services of any person or persons required for the maintenance or operation of the Common Properties and legal and/or accounting services, necessary and proper in the operation of The Properties or the enforcement of the Declaration and these Bylaws and for the organization, operation and enforcement of the rights of the Association.

(c) **Capital Additions and Improvements.** The Association's powers herein enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements, having a total cost in excess of Ten Thousand Dollars (\$10,000.00), nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of the Common Properties requiring an expenditure in excess of Ten Thousand Dollars (\$10,000.00) without in each case the prior approval of the Members of the Association entitled to exercise a majority of the voting power of the Association.

(d) **Insurance.** A policy or policies of insurance, as required or authorized by the Declaration, or as otherwise required in the opinion of the

Board of Directors, for the operations of the Association, the Board of Directors, and the Properties.

(e) Worker's Compensation. Worker's Compensation Insurance to the extent necessary to comply with any application laws;

(f) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against The Properties or any part thereof which may in the opinion of the Association constitute a lien against the Common Elements rather than merely against the interests of particular Owners; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable, for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specifically assessed to said Owners;

(g) Interest and Loan Proceeds. Any interest with respect to loans made by the Association and amounts paid to repay loans; and

(h) Additional Expenses. Any other materials, supplies, labor, services, maintenance, repairs, alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these Bylaws or by law or which in the opinion of the Directors shall be necessary or proper for the maintenance and operation of The Properties or the enforcement of the Declaration or these Bylaws.

SECTION 2. Rules and Regulations. The Association, by vote of the Members entitled to exercise a majority of the voting power of the Association, may adopt such reasonable rules and regulations and from time to time amend the same supplementing the rules and regulations set forth in the Declaration and these Bylaws as it may deem advisable for the care, maintenance, operation and beautification of The Properties and for the health, comfort, safety and general welfare of the Owners and occupants of The Properties. Written notice of such rules and regulations shall be given to all Owners and The Properties shall at all times be maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration and of these Bylaws, the provisions of the Declaration and of these Bylaws shall govern.

SECTION 3. No Active Business to be Conducted for Profit. Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Owners or any of them.

SECTION 4. Delegation of Duties. Nothing herein contained shall be construed so as to preclude the Association, through its Board of Directors and officers, from delegating to persons, firms or corporations of its choice such duties and responsibilities of the Association as the Directors of the Association shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

ARTICLE VI

BOARD OF DIRECTORS

SECTION 1. Number and Qualification. The affairs of the Association shall be managed by a board of five (5) Directors, all of whom must be Members of the Association and occupiers of a Living Unit; provided, however, that no Living Unit may be represented by more than one (1) person on the Board at any one time.

SECTION 2. Election of Directors: Vacancies. The Directors shall be elected at each annual meeting of Members of the Association or at a special meeting called for the purpose of electing Directors. At a meeting of Members of the Association at which Directors are to be elected, only persons nominated as candidates shall be eligible for election as Directors, and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board of Directors, however caused, the remaining Directors, though less than a majority of the whole authorized number of Directors, may, by the vote of a majority of their number, fill any such vacancy for the unexpired term.

SECTION 3. Term of Office: Resignations. Each Director shall hold office for a term of two (2) years following his election, except as hereafter provided, and until his successor is elected, or until his earlier resignation, removal from office or death. Any Director may resign at any time by oral statement to that effect made at a meeting of the Board of Directors or in a writing to that effect to take effect immediately or at such other time as the Director may specify. Members of the Board of Directors shall serve without compensation. At the first

annual meeting of the Members of the Association, the term of office of two Directors shall be fixed so that such term will expire on the date of the second annual meeting of Members of the Association, and the term of office of three Directors shall be fixed so that such term will expire on the date of the third annual meeting of the Members of the Association. At the expiration of such initial term of office of each respective Director, his successor shall be elected to serve for a term of two (2) years.

SECTION 4. Organization Meeting. Immediately after each annual meeting of the Association, the newly elected Directors and those Directors whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

SECTION 5. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and places as shall be determined by a majority of the Directors; but at least one (1) meeting shall be held during each fiscal year.

SECTION 6. Special Meetings. Special meetings of the Board of Directors may be held at any time upon call by the President or any two (2) Directors. Written notice of the time and place of each such meeting shall be given to each Director either by personal delivery or by mail, telegram or telephone at least two (2) days before the meeting, which notice need not specify the purpose of the meeting; provided, however, that attendance of any Director at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting and such notice may be waived in writing either before or after the holding of such meeting, by any Director, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting of the Directors.

SECTION 7. Quorum; Adjournment. A quorum of the Board of Directors shall consist of a majority of the Directors then in office; provided, that a majority of the Directors present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At

each meeting of the Board of Directors at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these Bylaws.

SECTION 8. Removal of Directors. At any regular or special meeting of Members of the Association duly called, at which a quorum shall be present, anyone or more of the Directors may be removed with or without cause by the vote of Members entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, and a successor or successors to such Director or Directors so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Director whose removal has been proposed by the Members of the Association shall be given an opportunity to be heard at such meeting.

SECTION 9. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate Fidelity Bonds. The premiums on such bonds shall be paid by the Association and shall be a common expense.

SECTION 10. Indemnification of Directors and Officers. Each Director and Officer shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party, or which he may become involved, solely by reason of his being or having been a Director or Officer, or any settlement thereof, whether or not he is a Director or Officer at the time the expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided, that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Board of Directors and the Association.

ARTICLE VII

OFFICERS

SECTION 1. Election and Designation of Officers. The Board of Directors shall elect a President, a Vice-President, a Secretary and a Treasurer. The Board

of Directors may also appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in their judgment may be necessary. All officers must be Directors and Members of the Association.

SECTION 2. Term of Office: Vacancies. The officers of the Association shall hold office until the next organizational meeting of the Board of Directors and until their successors are elected, except in the case of resignation, removal from office or death. The Board of Directors may remove any officer at any time with or without cause by a majority vote of the Directors then in office. Any vacancy in any office may be filled by the Board of Directors.

SECTION 3. The President. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments, which shall be countersigned as provided below.

SECTION 4. The Vice-President. The Vice-President shall perform all the duties of the President in his absence.

SECTION 5. The Secretary. The Secretary shall be ex officio the secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all Members of the Association together with their addresses as registered by such Members. He shall countersign all leases, mortgages, deeds and all other written instruments, along with the President, or in the absence of the President, the Vice-President.

SECTION 6. The Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors, shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks of the Association, provided that such checks shall also be signed by the President, or in his absence, by the Vice-President.

The Treasurer shall keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

SECTION 7. Other Officers. The Assistant Secretaries and Assistant Treasurers, if any, and any other officers which the Board of Directors may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board of Directors.

SECTION 8. Delegation of Authority and Duties. The Board of Directors is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the Performance of duties in addition to those mentioned herein.

ARTICLE VIII

MEETINGS OF MEMBERS

SECTION 1. Annual Meeting. The regular annual meeting of the Members shall be held on the third Saturday of the month of January in each year at ten o'clock a.m. or at such other date and time in January as may be designated in the notice of such meeting.

SECTION 2. Special Meetings. Special meetings of the Members for any purpose may be called at any time by the President, the Vice-President, the Secretary or the Treasurer, or by any two or more Members of the Board of Directors, or upon written request of the Members who have a right to vote one-fourth of all of the votes of the entire membership or who have a right to vote one-fourth of the votes of the Class A membership.

SECTION 3. Notices of Meetings. Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the Members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these Bylaws to give such notice. The notice shall be given by personal delivery or by mail to each member of the Association who is an Owner of record of a Lot or Living Unit located in

The Properties as of the day next preceding the day on which notice is given. If mailed, the notice shall be addressed to the Members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purposes of any meeting of Members of the Association may be waived in writing, either before or after the holding of such meeting, by any Members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, shall be deemed to be a waiver by him of notice of such meeting.

SECTION 4. Quorum, adjournment. Except as may be otherwise provided by law or by the Declaration, at any meeting of the Members of the Association, the Members of the Association entitled to exercise a majority of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting, provided, however, that the Members of the Association entitled to exercise a majority of the voting power represented at a meeting of Members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

SECTION 5. Majority Vote. The vote of a majority at a meeting at which a quorum is present shall be binding upon all Members for all purposes except where in the Declaration, or these Bylaws or by law, a higher percentage vote is required.

SECTION 6. Order of Business. The order of business of meetings of the Members of the Association shall be as follows:

- (1) Calling of meeting to order.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading of minutes of preceding meeting.
- (4) Reports of Officers.
- (5) Reports of Committees.
- (6) Election of Inspectors of election.
- (7) Election of Directors.
- (8) Unfinished and/or old business.
- (9) New Business.
- (10) Adjournment.

ARTICLE IX

PROXIES

SECTION 1. Authorized. At all corporate meetings of Members of the Association, each Member may vote in person or by proxy.

SECTION 2. Requirements and Duration. All proxies shall be in writing and filed with the Secretary prior to commencement of the meeting at which such proxy is to be voted. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the Member of his Cluster Site.

SECTION 3. All Proxies Revocable. All proxies shall be revocable at any time by actual notice to the Secretary of the Association by the Member making such designation. Notice to the Association in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

ARTICLE X

DETERMINATION AND PAYMENT OF ASSESSMENTS

SECTION 1. Preparation of Estimated Budget. Annual Assessments. Each year on or before December 1st, the Association shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements and shall on or before December 15th notify the Owner of each Living Unit in writing as to the amount of such estimate, and reasonable itemization thereof. Said "estimated cash requirements" shall be assessed to said Owners according to the proportionate shares set forth in the Declaration. Said annual assessments shall be paid to the Association by the Owners above specified in twelve (12) equal monthly installments on or before the first day of each calendar month commencing January 1st of the ensuing year. On or before the date of the annual meeting of each calendar year, the Association shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant

to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves.

SECTION 2. Reserve for Contingencies and Replacements. The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If the “estimated cash requirement” proves inadequate for any reason, including non-payment of any Owner’s assessment, the Association shall prepare an estimate of the additional cash requirements necessary, or necessary for the balance of the year, which additional amount of cash requirement shall be assessed to all of the Owners, and shall be considered as part of the annual assessment. The Association shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become due and payable no later than thirty (30) days after the delivery or mailing of such notice of further assessments.

SECTION 3. Budget for First Year. When the first Board of Directors elected hereunder takes office, the Association shall determine the “estimated cash requirement,” as hereinabove defined, for the period commencing thirty (30) days after the said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in Section 1 of this Article X.

SECTION 4. Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or serve the annual or adjusted estimate on an Owner shall not constitute a waiver or release in any manner of such Owner’s obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the annual charge at the existing rate established for the previous year until such new annual or adjusted estimate shall have been mailed or delivered.

SECTION 5. Books and Records of Association. The Association shall keep full and correct books of account and the same shall be open for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be required by the Owner. Upon ten (10) days notice to the Board of Directors and payment of a

reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges owing from such Owner.

SECTION 6. Status Funds of Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the Owners in the proportion set forth in the Declaration.

SECTION 7. Remedies Failure to Pay Assessments. If an Owner is in default in the payment of the aforesaid charges or assessments, or other charges authorized by the Declaration, for thirty (30) days, the Board of Directors may bring suit for and on behalf of themselves and as representatives of all of the Owners, to enforce collection thereof or to foreclose the lien therefor as provided in the Declaration; and, there shall be added to the amount due, the cost of said suit together with interest at ten percent (10%) per annum and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the ownership of the Owner involved when payable and may be foreclosed by action brought in the name of the Board of Directors as in the case of foreclosure of liens against real estate, as provided in the Declaration. Any mortgagee shall be entitled to written notice of such failure to pay such assessment.

ARTICLE XI

AMENDMENTS

SECTION 1. Procedure. These Bylaws may amended, at a regular meeting or special meeting of the Members, by a vote of a majority of a quorum of each class of Members present in person or by proxy, provided that any matter stated herein to be or which is in fact governed by the Declaration of Covenants and Restrictions applicable to The Properties may not be amended except as provided in such Declaration.

SECTION 2. Conflicts. In the case of any conflict between the Declaration applicable to The Properties and these Bylaws, the Declaration shall control.

SECTION 3. Rights Not Impaired. No amendment shall be effective to impair or dilute any rights of Members that are governed by the recorded Declaration applicable to The Properties (as, for example, membership and voting rights) which are part of the property interests created thereby.

ARTICLE XII

GENERAL PROVISIONS

SECTION 1. Copies of Notice to Mortgage Lenders. Upon written request to the Board of Directors of any duly recorded mortgage or trust deed against any Living Unit, the Board of Directors shall give such mortgage holder a copy of any and all notices permitted or required by the Declaration or these Bylaws to be given to the Owner or Owners whose Living Unit ownership is subject to such mortgage or trust deed.

SECTION 2. Service of Notice on Devisees and Personal Representatives. Notices required to be given any devisees or personal representatives of a deceased Owner may be delivered either personally or by mail to such party at his, her or its address appearing on the records of the court wherein the estate of such deceased Owner is being administered.

SECTION 3. Disposition of Assets Upon Dissolution. Upon dissolution of the Association, the assets, both real and personal of the corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. No such disposition of Association properties shall be effective to divest or diminish any right or title of any Member vested in him under the recorded Declaration applicable to The Properties unless made in accordance with the provisions of the Declaration of such Covenants and Restrictions.

SECTION 4. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration applicable to The Properties or these Bylaws 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.

SECTION 5. Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedure established in the Declaration and these Bylaws shall be deemed to be binding on all Owners, their successors, heirs and assigns.

SECTION 6. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of these Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these Bylaws.

SECTION 7. Action Without a Meeting. Any action which may be authorized or taken at a meeting of the Members or of the Directors, as the case may be, may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, all of the Members or all of the Directors, as the case may be, who would be entitled to notice of a meeting for such purpose, or, in the case of Members, such other proportion or number of voting members, not less than a majority, as the Articles of Incorporation, Declaration, or Bylaws permit. Any such writings shall be filed with or entered upon the records of the corporation. Any certificate with respect to the authorization or taking of any such action which is required to be filed in the office of the Secretary of State shall recite that the authorization or taking of such action was in a writing or writings approved and signed as specified in this Section. This Section is pursuant to Section 1702.25 of the Ohio Revised Code.