DECLARATION OF COVENANTS AND RESTRICTIONS
OF
HIGH POINT ASSOCIATION
FOR
HIGH POINT
STRONGSVILLE, OHIO

HIGH POINT

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This Declaration, made this 3rd day of November, 1976, by CASA Development CO., hereinafter called "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of certain property described in Article II of this Declaration and desires to create thereon a residential community with permanent open spaces and other common facilities for the benefit of the said community; and

WHEREAS, the Developer pursuant to the general plan of residential development and in furtherance of the desire to provide for the preservation of the values and amenities in said community, and for the maintenance of said open spaces and continued common facilities; and to this end, desires to subject 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 has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency which should be delegated and assigned the power of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Ohio as a non-profit corporation the High Point Association for the purposes of exercising the function aforesaid;

NOW, THEREFORE, the Developer declares 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 help, 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 together with their grantees, successors, heirs, executors, administrators or assigns.

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 High Point 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 shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the Owners and Properties.

(d) "Developer" shall mean and refer to CASA DEVELOPMENT CO. and its successors and assigns, including but not limited to Parkview Corp. and/or the Ancrist Development Company.

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

(f) "Lot: shall mean and refer to any sublot (whether or not improved with a house) shown upon any recorded subdivision plat of The Properties with the exception of Common Properties as heretofore defined.

(g) "Unit Cluster Parcel" shall mean and refer to those areas of land shown on the plat of the Properties and intended to be devoted to the uses allowed by Section 1125.60 of the Codified Ordinances of the City of Strongsville, or any other successor ordinance regulating Single Family Detached Housing and Cluster Developments.

(h) "Owner" shall mean and refer to the record owner, whether one of more persons or entities, of the fee simple title to any Lot of 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. The term Owner of a Unit Cluster Parcel shall include any Condominium Association or other entity organized pursuant to Chapter 5311 or the Ohio Revised Code.

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

(j) "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 properties, common areas, storm sewers, and swales, as more fully set out herein, as does the Association or Developer.

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 High Point Subdivisions 1 through 4 and the Unit Cluster Parcels appurtenant thereto, all as 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 the Declaration in the following manner:

(a) Additions by the Developer. The Developer, its successors and assigns, 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, its successors or assigns, to make any additions or to adhere to any particular plan of development.

(b) Any such addition shall be made by filing of record a Supplemental Declarations of Covenants and Restrictions in a form approved by the Developer with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplemental Declarations may contain such complementary additions and modifications 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.

(c) Such additions shall extend the jurisdiction, functions, duties and membership of the Association to such properties.

(d) 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 or addition to the covenants and restrictions established by this Declaration within 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 owners, hereby consent to and approves, and each subsequent Owner and his 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.

ARTICLE III
MEMEBERSHIP AND VOTING RIGHTS
IN THE ASSOCIATION

Section 1. Memebership.

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 Associations, 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, 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 exercised as they among themselves deem. Each member shall be jointly and severally liable for the payment of the assessments hereinafter provided with respect to such Lot of Living Unit.

Section 2. Voting Rights.

The Association (until December 31, 1982, and thereafter until the occurrence of the event specified below) 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 vote for each Lot of Living Unit owned by them.

Class B: The Class B Member shall be the Developer. The Class B Member shall be entitled to three votes for each Lot of Living Unit owned by it provided that the Class B Membership shall cease and become converted to a Class A Membership on the happening of the following event:

When (but not before December 31, 1982) 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 of 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

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment.

Subject to the provisions of Section 3 of this Article IV, each Member of 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 of Living Unit.

Section 2. Title to Common Property.

The Developer may retain the legal title to the Common Properties until such time as the improvements have been completed thereon, 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 there it shall convey the Common Properties to the Association no later than December 31, 1987.

Section 3. 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 purpose 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 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 Section1, 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 dedicated 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 and if there be more than one Class of Membership, then by the affirmative voting of Members entitled to exercise two-thirds (2/3) of the voting power of each Class of Membership, 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.

<u>Section 4.</u> <u>Drainage Easement.</u>

Subject to the rights set forth in Section 3 of this Article IV, the Developer, each 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 water of the Properties, said rights-of-way and easement being hereby established for said purposes. It shall be the obligation of the Association to properly maintain, repair, operate and control such drainage system existing on the Common Properties.

The Developer and (after the transfer of title to the Common Properties) the Association shall have the right to grant and assign easements for the maintenance, repair, operation and control of such drainage system in, over and upon the Common Properties to a properly constituted public authority or public utility. No owner shall in any way hinder or obstruct the operation and flow of the drainage system.

Section 5. Adjustment of Common Properties and Granting of Easements.

Developer does hereby retain the right, so long as it is the Owner of a Lot or Living Unit, to grant such easements as in its sole discretion it believes are necessary for the successful development of the project across, upon, over or beneath any unsold Lot and/or any portion of the Common Properties. Further, Developer retains the right until January 1, 2000 to make changes in the area, size, location, configuration and dimensions of the Common Properties, including removing portions of the Common Properties from such designation and using such portions so removed for the use and benefit of Developer, so long as any of the aforesaid changes and/or deletions do not materially impair the use and enjoyment of the Lots and Living Units of the Owners.

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 it 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 therefore, 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 it's other functions and responsibilities; and

(b) Special assessments for improvements or other capital expenditures, including the acquisition of additional property for use as Common Properties, 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 of 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, together with interest thereon as hereinafter provided, shall be a charge upon such Lot of Living Unit and if not paid within thirty (30) days after their due date, the Association shall have a lien upon the Lot of Living Unit for which such assessment has not been paid. Each such assessment, together with such interest 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 shall be levied annually by the trustees 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. 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, 1980, exceed $100.00 per Lot of Living Unit.

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 discusses at such meeting. Special assessments may, if so stated in the Resolution authorizing such assessments, be payable in installment over a period of years.

Section 4. Due Dates of Assessments; Defaults.

The due date of the annual assessment shall be January 1 is 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 of installment thereof shall be given to each Owner subject thereto at least sixty (60) days in advance of such due date.

If an annual or special assessment, or installment of a special assessment, is not paid within thirty (30) days after the due date, such delinquent assessment or installment shall bear interest from the due date at the rate of two percent (2%) above the prime rate of interest charged from time to time by Ameritrust Company, N.A., 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 interest on the assessment or installment amount as above provided, together with the costs of the action and reasonable attorney's fees.

The Association may file in the office of the County Recorded 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 of undivided fee interest in a Lot of 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 of charged 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, not 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 assessment and lien created herein:

(a) All properties to the extent of any easement of 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, upon the terms to the extent of such legal exemption;

(d) The following property shall be exempted from the assessments and liens created herein.

a. All properties to the extent of any easement or other interest therein dedicated and accepted by the City of Strongsville and devoted to public use.

b. All properties of the City of Strongsville exempted from taxation by the laws of the State of Ohio, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no Lot or Living Unit devoted to residential use shall be exempt from said assessments or liens.

Section 7.

After the transfer of title to the Common Property 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 Recreation and Open Area, or Common Properties, on the lots within the Development area or the real property on which said lots are located, on an equitable basis to be determined by the City.

Section 8. Nonliability of Builder

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 9. Release from Liability

No Owner shall be discharged from any obligation to pay an assessment because such Owner has chosen not to, or has failed to, use the Common Properties.

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 purpose shall be conducted, maintained or permitted on any Lot of in any Living Unit except such as may be permitted by the Association, and except that

(a) The Development 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 to the Developer to delegate or assign, its rights hereunder to an authorized builder, building company or other person, firm or entity.

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

Section 2. Architectural Control.

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties except by the Developer, or its authorized builder, building company, or other person, firm or entity. No exterior addition to or change or alteration to the Properties shall be made until the plans and specifications showing the nature, kind, shape, heights, materials and location of the same have been submitted to and approved in writing as to harmony or external design and relocation 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 (until December 31, 1999, the architectural committee shall consist of three (3) members, two (2) of whom shall be appointed by the Developer and the other being appointed by all Owners other than Developer). In the event said Board of its designated

committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

Section 3. Nuisances.

No noxious or offensive activity shall be carried on upon any Lot or Unit Cluster Parcel nor upon the Common Properties nor shall anything be done thereon or therein, either willfully or negligently which may be or become an annoyance or nuisance to the neighborhood.

Section 4. Motor Vehicles.

No motorcycles, motorbikes, minibikes, snowmobiles, or any other similar motorized vehicles, shall be permitted on any part of the Common Properties.

Section 5. Temporary Structures.

No temporary buildings or structures (including, without limitation, tents, shacks, and storage sheds) shall be erected or placed upon any Lot of Unit Cluster Parcel without prior approval of the Board of Trustees of the Association. No such temporary building or structure not any trailer, basement, tent, shack, garage, barn or other building shall be used on any Lot of Unit Cluster Parcel 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 6. Garage and Parking Facilities.

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

Section 7. Storage and Parking of Vehicles.

No commercial vehicle, truck, tractor, recreational vehicle, travel trailer, snowmobile. Boat, boat trailer, mobile home or trailer (either with or without wheels) or any other transportation devices of any kind excepting only noncommercial private automobiles shall be stored or kept on any Lot, Cluster Parcel, or any Common 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 6

when incident to the residential use of the Lot or Unit Cluster Parcel upon which such garage or driveway is situated.

Section 8. Signs.

No Owner, other than Developer, shall display to the public view on any Lot or Unit Cluster Parcel any signs of any nature excepting only one sign of not more than five (5) square feet advertising the property for sale or rent. Developer shall have the right to erect and maintain such signs pertaining to the Properties as Developer may determine, which signs may be placed upon any Lot owned by Developer and/or any Common Properties.

Section 9. 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 of Unit Cluster Parcel not shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot of Unit Cluster Parcel. No derrick or other structures designed for use in boring for oil or natural gal shall be erected, maintained or permitted upon any Lot or Unit Cluster Parcel.

Section 10. Livestock and Poultry.

No animals or birds of any kind shall be raised, bred or kept on any Lot or Unit Cluster Parcel 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 11. Garbage and Refuse Disposal.

No Owner or Occupant of any Lot of Living Unit shall deposit or leave garbage, waste, putrid substances, junk or other waste materials on any Lot, Unit Cluster Parcel 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 such materials on any property owned by, or in the possession of, such Owner or Occupant. An Owner or Occupant of any Lot of 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 of the day scheduled for garbage and rubbish collection, shall be kept from public view.

As used in this Section 11, “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 11, “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 12. Mowing.

The Owner of each Lot or Unit Cluster Parcel (except a Lot of Unit Cluster Parcel with respect to which the Association has assumed and is properly discharging such responsibility) shall mow or cause to be mowed all grass or other vegetation thereon, except decorative landscaping, ground cover and garden plants, to a height not exceeding four inches.

Section 13. Sight Distance at Intersections.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feel above the roadways shall be placed or permitted to remain on any corner Lot of Unit Cluster Parcel 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 limitations shall apply on any Lot or Unit Cluster Parcel within ten (10) feel 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 14. Land Near Parks and Water Courses.

No building shall be placed nor shall any material or refuse be placed or stored on any Lot of Unit Cluster Parcel within twenty (20) feet of the property line of 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 15. Exterior Maintenance.

The Owner of each Lot or Unit Cluster Parcel (except a Lot or Unit Cluster Parcel with respect to which the Association has assumed and is properly discharging such responsibility) shall provide reasonable exterior maintenance upon each such Lot or Unit Cluster Parcel 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 16. Easements.

Easements for installation and maintenance of utilities and drainage facilities are reserved in favor of the Developer until December 31, 1987, and thereafter in favor of the Association, over the rear ten (10) feel of each Lot and where required on each Unit Cluster Parcel 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. 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 December 31, 2987, 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 at any place as required in order to make any such installation or maintenance within the easement.

Section 17. 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, Living Unit, or Unit Cluster Parcel involved and reasonable opportunity for such Owner to be heard, determines b 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, than after giving such Owner notice of such determination by certified mail, the Association, through it's duly authorized agents or employees, shall enter upon the Lot, Living Unit or Unit Cluster Parcel involved and correct such breach of covenant shall be assessed against the Lot, Living Unit or Unit Cluster Parcel upon which such corrective work is done, and shall become a lien upon such Lot, Living Unit or Unit Cluster Parcel 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, Living Unit or Unit Cluster Parcel affected by such a determination of the Trustees to correct a breach of covenant pursuant to this Section 17 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 the 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 18. Developer's Duty to Maintain Common Property and Storm Sewers and Swales.

The Developer shall have the duty to maintain all common properties, storm sewers, and swales until such a time as all improvements are installed, completed, paid for in full, and turned over to the Homeowner's 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 Property, storm sewers, and swales.

Section 19. Association's Duty to Maintain Common Property and Storm Sewers and Swales.

The Association shall have the same duty to maintain all Common Property, storm sewers, and swales as does the Developer, as set out in Section 2 of this Article, after title has been conveyed to the Association.

Section 20. City's Rights and Authority to Compel Maintenance of Common Property, Storm Sewers and Swales.

The City, as a Third Party beneficiary, may – although under no obligation or duty to do so – compel compliance with Section 18 and 19 of this Article as the City deems necessary by Court action or any other means.

ARTICLE VII

DURATION, WAIVER AND MODIFICATION

Section 1. Duration and Provision for Periodic Modification.

The covenants and restrictions of this Declaration and Supplemental Declaration shall run with the land and shall inure to the benefits of and be enforceable by the against the Association, the Developer and any other Owner and their respective legal representatives, heirs, devisees, successors and assigns until December 31, 2006, after which time, said covenants and restrictions shall be automatically renewed for successive periods of five (5) years each unless modified or cancelled, effective of 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 December 31, 1982, 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 later occurs, the Developer shall be entitled to modify any of the 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 purpose 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, 1980. 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.

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 ninety per cent (90%) 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.

Section 4.

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 Property 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 restriction and covenants of this Declaration, and failure by the Association or any Owner to enforce any covenant or restriction contained shall in no event be deemed a waiver of the right to do so thereafter.

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 violations 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 Richard A. Puzzitiello, President of Casa Development Co.

Section 5.

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 subdivision if they are more restrictive than the requirements set out within these Covenants and Restrictions.

<u>EXHIBIT A</u>

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being a part of Original Strongsville Township Lots Nos. 39, 40, 41 and 42 and bounded and described as follows:

Beginning on the centerline of Drake Road, 60 feet wide, at the Northeasterly corner of a parcel of land conveyed to Bruce Crumpler by deed recorded in Volume 11635, Page 759 of Cuyahoga County Records of Deeds;

Thence N. 88°43'20" E., along the centerline of Drake Road a distance of 160.00 feet;

Thence S. 0°11'40" W., a distance of 400.00 feet;

Thence N. 88°43'20" E., a distance of 150.00 feet;

Thence N. 0°11'40" E., a distance of 400.00 feet to the centerline of Drake Road;

Thence N. 88°43'20" E., along the centerline of Drake Road a distance of 180.27 feet to the Westerly line of the Deerfield Lake Subdivision No. 1 as shown by the recorded plat in Volume 217 of Maps, Pages 64, 65 and 66 of Cuyahoga County Records;

Thence S. 0°11'40" W., along the Westerly line of Deerfield Lake Subdivision No. 1 a distance of 2,627.01 feet to the Northerly line of a parcel of land conveyed to Theordore Kerns by deed recorded in Volume 1762, page 583 of Cuyahoga County Records of Deeds;

Thence S. 88°34'23" W., along the Northerly line of land so conveyed to Theordore Kerns a distance of 129.54 feet to the Northwesterly corner thereof;

Thence s. 0°19'40" W., along the Westerly line of land so conveyed to Theordore Kerns a distance of 489.45 feet to the Southeasterly corner of a parcel of land conveyed to Alrose Housing Corp. by deed recorded in Volume 9764, Page 234 of Cuyahoga County Records of Deeds;

Thence S. 89°14'26" W., along the Southerly line of land so conveyed to Alrose Housing Corp. a distance of 1786.17 feet to the Southwesterly corner thereof;

Thence N. 0°11'49" W., along Westerly line of land so conveyed to Alrose Housing Corp. a distance of 1786.17 feet to the Southwesterly corner thereof;

Thence continuing N. 0°16'08" E., along said Westerly line a distance of 2382.93 feet to the Southwesterly corner of a parcel of land conveyed to Albert Domonkos and Ann Domonkos by deed recorded in Volume 10981, Page 83 of Cuyahoga County Records of Deeds;

Exhibit A

Thence N. 89°45’00” E., along the Southerly line of land so conveyed to Albert and Ann Domonkos a distance of 100.00 feet to the Southeasterly corner thereof;

Thence N. 0°16’08” E., along the Easterly line of land so conveyed to Albert and Ann Domonkos a distance of 250.00 feet to the centerline of Drake Road;

Thence N. 89°45’00” E., along the centerline of Drake Road a distance of 522.96 feet to the Northwesterly corner of Parcel No. 1 of land conveyed to Eva Crumpler by deed recorded in Volume 12905, Page 35 of Cuyahoga County Records of Deeds;

Thence S. 0°15’00” E., along the Westerly line of said Parcel No. 1 a distance of 250.00 feet to the Southwesterly corner thereof;

Thence N. 89°45’00” E., along the Southerly line of said Parcel No. 1 and along the Southerly line of a parcel of land conveyed to Bruce Crumpler by deed recorded in Volume 13363, Page 651 of Cuyahoga County Records of Deeds a distance of 310.00 feet to the Southeasterly corner thereof;

Thence N. 0°15’00” W., along the Easterly line of land conveyed to Bruce Crumpler in Volume 13363, Page651 a distance of 2500.00 feet to the centerline of Drake Road;

Thence N. 89°45’00” E., along the centerline of Drake Road a distance of 210.00 feet to the Northwesterly corner of Parcel No. 2 of land so conveyed to Eva Crumpler;

Thence S. 0°07’24” W., along the Westerly line of said Parcel No. 2 a distance of 390.00 feet to the Southwesterly corner thereof;

Thence N. 89°45’00” E., along the Southerly line of said Parcel No. 2 a distance of 205.00 feet the to Southeasterly corner thereof;

Thence N. 0°07’24” E., along the Easterly line of said Parcel No. 2 a distance of 140.00 feet to the Southerly line of land conveyed to Bruce Crumpler in Volume 11635, Page 759;

Thence N. 88°43’20” E., along the Southerly line of land conveyed to Bruce Crumpler in Volume 11635, Page 759 a distance of 78.50 feet to the Southeasterly corner thereof;

Thence N. 0°07’24” E., along the Easterly line of land conveyed to Bruce Crumpler in Volume 11635, Page 759 a distance of 250.00 feet to the place of beginning and containing 129.0767 acres of land (not including Drake Road) according to a survey by The Henry G. Reitz Engineering Company dated August, 1976, be the same more or less but subject to all legal highways.

<u>Exhibit A</u>

Excepting therefrom that portion of the following-described parcel which is contained within said 129.0767 acres:

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being a part of Original Strongsville Township Lots No. 42 and bounded and described as follows:

Thence S. 89°45’00” W., a distance of 11.56 feet;

Thence N. 0°15’00” E., a distance of 619.72 feet to the principal place of beginning;

Thence S. 56°46’40” E., a distance of 288.58 feet;

Thence S. 33°13’20” W., a distance of 491.95 feet;

Thence S. 56°46’40” E., a distance of 135.00 feet;

Thence S. 33°13’20” W., a distance of 60.00 feet;

Thence N. 56°46’40” W., a distance of 135.00 feet;

Thence S. 33°13’20” W., a distance of 184.00 feet;

Thence N. 56°46’40” W., a distance of 241.74 feet;

Thence N. 36°46’40” W., a distance of 552.00 feet;

Thence N. 53°13’20” E., a distance of 345.90 feet;

Thence N. 89°45’00” E., a distance of 402.73 feet;

Thence S. 56°46’40” E., a distance of 17.62 feet to the principal place of beginning, and containing 10.00 acres of land, be the same more of less but subject to all legal highways.