

200209200053

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR
WESTFIELD PARK**

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

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and reservation of easements herein, which are for the purpose of protecting the value and desirability of and which shall run with the Property submitted hereunder or which may subsequently be added, and shall be binding on all parties having any right, title or interest in the Property, its successors and assigns, and shall inure to the benefit of each owner thereof. The Declaration is subject to general laws, County regulations and Township Requirements. In the event of a conflict between the Declaration and general laws, County regulations or Township Requirements; the general laws, County regulations or Township Requirements shall prevail.

**ARTICLE I
DEFINITIONS**

- 1.1. Additional Land.** "Additional Land" means the property described in Exhibit B which may be made subject to this Declaration pursuant to Article XI.
- 1.2. Assessments.** "Assessments" means those charges upon the Lots established by Article VI of this Declaration.
- 1.3. Association.** "Association" means Westfield Park Homeowners Association, Inc., an Ohio nonprofit-corporation, its successors and assigns. Except as the context otherwise requires "Association" shall mean the Board of Trustees acting on behalf of the Association.
- 1.4. Board.** "Board" shall mean the Board of Trustees of the Association.
- 1.5. Builder.** "Builder" means any person or entity (including the Declarant) who acquires a Lot for the purpose of improving that Lot and erecting a Dwelling Unit thereon for resale to an Owner.
- 1.6. Common Elements.** "Common Elements" shall mean any real estate owned or leased by the Association, including easements in favor of the Association and landscape buffers.

1.7. County. "County" shall mean Cuyahoga County, Ohio.

1.8. Common Expenses. "Common Expenses" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.

1.9. Declarant. "Declarant" means **Westfield Park, LLC**, an Ohio limited liability company.

1.10. Declaration. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Westfield Park, including any amendments hereto.

1.11. Development Rights. "Development Rights" means the rights reserved by the Declarant pursuant to Article XI.

1.12. Dwelling Unit. "Dwelling Unit" means a building situated on the Property designed and intended for use and occupancy as a single family residence.

1.13. Lot. "Lot" means the physical portion of the Property designated for separate ownership or occupancy, the boundaries of which are described pursuant to Article II, Section 2.1.

1.14. Member. "Member" means any person or entity who becomes a member of the Association as provided in Article V, Section 5.2 hereof.

1.15. Occupant. "Occupant" means any person in possession of a Lot or Dwelling Unit whether or not such possession is lawful and shall include, but not be limited to, an Owner's family members, guests, invitees, tenants and lessees.

1.16. Owner. "Owner" means the Declarant or other person or entity who owns a Lot, but does not include a person or entity having an interest in a Lot solely as security for an obligation.

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

1.18. Record Plan. "Record Plan" means the record plat for Westfield Park Section 1 as recorded in the Cuyahoga County Recorder's Plat Records.

1.19. Retention Basin. "Retention Basin" means that portion of the Property set aside for storm water detention management as designated on the Record Plan.

1.20. Special Declarant Rights. "Special Declarant Rights" means the rights reserved by the Declarant in Article XII.

1.21. Surface Water Management System. "Surface Water Management System" shall mean the system designed for the Property by the Declarant for storm water, soil erosion and sediment

control. Such system shall include the storm sewer system, Retention Basin and all existing watercourses, ditches and swales located in utility or drainage easements within the Property.

1.22. Township. "Township" shall mean Olmsted Township, Ohio.

1.23. Township Requirements. "Township Requirements" shall mean the requirements of the Township Zoning Resolution and the Township Building Code.

ARTICLE II

LOTS

2.1. Description of Lot Boundaries. The boundaries of the Lots shall be those as set forth on the Record Plan.

ARTICLE III

COMMON ELEMENTS AND EASEMENTS

3.1 Description. The Common Elements shall be any portion of, or interest in, the Property owned by the Association, including easements in favor of the Association. The Common Elements include the private streets within the Property as identified on the Record Plan. The private streets are designated as Block "D" on the Record Plan. These private streets are expressly declared to be easements for ingress and egress for the benefit of the Owners and others as set forth in this Declaration. The Common Elements also include certain park areas designated as Block "C" on the Record Plan, screening and buffer zones and entrance setback and monumentation areas designated as Block "A" and Block "B" on the Record Plan and the Retention Basin.

3.2 Easements. The Lots and Common Elements shall include certain easements. These easements shall be appurtenant to and pass with the title to the Lots.

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

3.2.2 Drainage. The Property shall be subject to easements in favor of the Lots benefited for surface water management as further defined in Article IV. No Owner shall do anything within a Lot or Dwelling Unit which shall unreasonably increase the flow of surface water.

3.2.3 Utilities. The Lots and certain of the Common Elements shall be subject to utility easements as shown on the Record Plan.

3.2.4 Sidewalk Easement. The Lots and certain of the Common Elements shall be subject to a 4 foot sidewalk easement as shown on the Record Plan. The sidewalk easement is declared to be an easement for ingress and egress for the benefit of Owners and others as set forth in this Declaration and shall run to the Association.

3.2.5 Local Governmental Authorities. A non-exclusive easement is granted to the Township and the County, and to all police, fire and other emergency personnel, ambulance operators, delivery, garbage and trash removal personnel, and to all similar persons, and to the local governmental authorities, but not to the public in general, to enter upon the Common Elements and the Surface Water Management System in the performance of their duties. This shall not be construed as an obligation on the part of the aforementioned public agencies to maintain or repair any facilities or utilities in these areas.

3.3 Owner's Delegation Rights. Any Owner may delegate his or her easement rights and rights of enjoyment to the Common Elements to any Occupants, and any guests, invitees, tenants or lessees thereof. Any Owner who has leased his or her Lot shall be deemed to have delegated such rights. Any such delegation, however, shall be in accordance with and subject to reasonable rules, regulations and limitations as may be adopted by the Association in accordance with its Code of Regulations.

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

3.4.1 Restrictions set forth in this Declaration.

3.4.2 Any rules and regulations adopted by the Association and the right to enforce such rules and regulations.

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

3.4.4 The right of the Declarant and the Association to amend the Record Plan and to grant further rights and easements within, upon, over, under, and across the Common Elements for the benefit of the Owners, the Association or Declarant.

3.4.5 The Common Elements cannot be mortgaged or conveyed without the consent of two-thirds (2/3) of the Members, excluding the Declarant. During any Declarant Control Period as set forth in Article XII, no portion of the Common Elements can be dedicated without the prior approval of the Federal Housing Administration or the Veterans Administration, if either such agency is insuring or guaranteeing the mortgage on any Lot.

3.4.6 If access to any residence is through the Common Elements, any conveyance or encumbrance of such area is subject to the Owner's easement.

3.4.7 All rights granted to the Association in this Declaration.

ARTICLE IV
SURFACE WATER MANAGEMENT

4.1 Surface Water Management System. The Association shall administer the Surface Water Management System in accordance with the guidelines as may be promulgated from time to time by the Township, the County or the State of Ohio.

4.2 Surface Water Management System Easements. Each Lot shall be subject to and shall be benefited by an easement for drainage and surface water management as more particularly shown on the Record Plan. Such easement shall be non-exclusive as to the Owners and shall run to the Association. Such easement, however, shall not run to the public at large.

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

4.4 Individual Maintenance. Each Owner shall maintain that portion of the Surface Water Management System which serves only that Owner's Lot. Each Owner shall have primary responsibility for lawn care and vegetation control within the easements located on his or her Lot. Such responsibility shall include keeping these easements clean and unobstructed. Each Owner shall be responsible for maintaining the grade of that portion of the Surface Water Management System located on his or her Lot in accordance with the improvement plans prepared by Declarant and approved by the Township and the County. Maintenance of the Surface Water Management System shall be in accordance with the guidelines and standards set forth by the County and the State of Ohio. If any portion of the Surface Water Management System which serves only one Lot is damaged, the Owner of that Lot shall promptly cause it to be repaired.

4.5 Association Maintenance. The Association shall provide for all maintenance of the Retention Basin, including the repair or maintenance of any pipes, concrete gutters or mechanical devices, lawn care, vegetation control and debris removal. The Association shall maintain such other portions of the Surface Water Management System which serve more than one Lot not maintained by the individual Lot Owners as set forth in Section 4.4 above.

4.6 Restriction on use. No Owner shall use or permit any other persons to use the Surface Water Management System in any manner which would constitute a nuisance, hazard or

unsanitary condition or be in violation of any local, state, or federal law, ordinance, rule, regulation or statute.

ARTICLE V OWNERS ASSOCIATION

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

5.2 Membership. The membership of the Association shall at all times consist exclusively of Owners of the Lots. All such Owners shall automatically be Members. Membership shall be appurtenant to and may not be separated from such ownership.

5.3 Powers of the Association. Subject to Special Declarant Rights hereinafter set forth in Article XII, the Association may:

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

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

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

5.3.4 hire and discharge managing agents and other employees, agents and independent contractors, and bond officers and employees with fiscal responsibilities;

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

5.3.6 make contracts and incur liabilities;

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

5.3.8 cause additional improvements to be made as part of the Common Elements;

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

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

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

5.3.12 impose charges for late payments of Assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Code of Regulations, and the rules and regulations of the Association;

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

5.3.14 provide for indemnification of its officers and the Board and maintain directors' and officers' liability insurance;

5.3.15 assign its right to future income, including the right to receive Common Expense Assessments, except that this power shall be limited to the purposes of repair of existing structures or improvements;

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

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

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

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

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

5.6 Proxies. A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering the Lot, its presentation to the Board of a copy of the mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot. Unless expressly reserved and the Association is notified of such reservation, a land contract vendee as defined in Chapter 5313 of the Revised Code, shall be deemed the proxy of a land contract vendor for purposes of this section.

5.7 Annual Meeting. No annual meeting shall be required during the Declarant Control Period. After the Declarant Control Period, a meeting of the Members of the Association must be held at least once each year.

5.8 Management Agent. The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, certain powers granted to the Board by this Declaration. The Declarant, or an affiliate of the Declarant, may be employed as a managing agent or manager.

ARTICLE VI ASSESSMENTS

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

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

6.3 Annual General Assessment. There is hereby established an "Annual General Assessment" for the purpose of funding the Common Expenses of the Association. The Common Expenses shall include among other things; (1) the cost of management and operation of the Association; (2) the cost of operation, maintenance, repair and replacement of the Common Elements; (3) the cost of any insurance required by this Declaration or determined to be in the best interest of the Association by the Board; (4) reasonable reserves for contingencies

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and replacement; (5) administrative, accounting and legal fees incurred on behalf of the Association; and (6) all other costs and liabilities incurred by the Association in the exercise of its powers and duties pursuant to this Declaration.

6.4 Individual Assessment. The Association after approval by two-thirds (2/3) vote of all members of the Board shall have the right to assess an individual Lot for any of the following:

6.4.1 costs incurred by the Association in the performance of any maintenance in accordance with Article VII, Section 7.3.

6.4.2 any charges or fines imposed or levied in accordance with Article VIII, Section 8.3.1.1.

6.4.3 any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner or Occupant or their family, tenants, guests or invitees, including attorney fees, court costs and other expenses incurred.

6.4.4 any costs associated with the enforcement of this Declaration or the rules and regulations of the Association, including, but not limited to attorneys fees and court costs.

6.5 Working Capital Fund Assessment. At the time of closing of a Lot from a Builder, the purchaser of such Lot shall be assessed the sum of \$250 as such purchaser's initial capital contribution to the working capital fund of the Association. This Assessment shall be used by the Association for its operating expenses. Such Assessment is in addition to, and not an advance payment of, the Annual General Assessment, and it will not be held in any sort of trust or reserve account. Neither Declarant nor Builder shall be subject to or required to pay such Working Capital Fund Assessment.

6.6 Trash Collection Assessment. If determined by the Board to be in the best interest of the Association, the Association may contract for the trash collection service to be provided to the Lots and separately assess the cost of such trash collection service. The Trash Collection Assessment may be allocated and made payable on any reasonable basis as determined by the Board.

6.7 Special Assessment. There is hereby established a Special Assessment for the purpose of repairing or restoring damage or destruction to the Common Elements as further set forth in Article IX, Section 9.2. Neither Declarant nor Builder shall be subject to or required to pay any Special Assessment.

6.8 Computation and Payment of Annual General Assessment. The Annual General Assessment shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Code of Regulations. This Assessment shall be effective as to each Lot on the first day of the Association's fiscal year. The initial Annual General Assessment as to each Lot shall commence on the first day of the month following the earlier of (i) its conveyance to an Owner other than a Builder; or (ii) occupation of the Dwelling Unit. The initial Annual General

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Assessment as to each Lot shall be prorated on a monthly basis to the end of the Association's fiscal year, and shall be collected at closing of the conveyance of the Lot from the Builder. So long as there has been no default in payment of the Assessment, it shall be payable in annual installments due on the fifteenth (15th) day of the first (1st) month of each fiscal year. The Board shall have the power from time to time to adopt such billing, collection and payment procedures, charges and other payment time schedules as it deems appropriate. Declarant and Builder shall not be subject to or required to pay the Annual General Assessment.

6.9 Maximum Annual Assessment. Beginning with the recording of this Declaration and until December 31, 2002, the maximum Annual General Assessment as to each Lot shall be \$200. Beginning with Assessments levied as of January 1, 2003, and annually thereafter, the Board, without a vote of the Owners, may increase or decrease the Annual General Assessment. If the Board increases the Annual General Assessment by more than the percentage increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics, United States City Average - All Items over the twelve (12) month period ending on the last day of the month preceding the effective date of the Annual General Assessment increase (the "CPI Increase"), then, within thirty (30) days of notice of such increase, Members in good standing exercising ten percent (10%) or more of the voting power of the Association may petition the Board for a special meeting of the Association to reconsider such increase. At such meeting, Members in good standing, in person or by proxy, exercising more than sixty-six and two-thirds percent (66 2/3%) of the voting power of the Association may vote to reduce the increased Annual General Assessment to any amount therein proposed, but not lower than the previous year's amount increased by the CPI Increase.

6.10 Allocation of Assessments. The Annual General Assessment shall be allocated equally to each Lot. The other Assessments shall be allocated as applicable to the respective Lots and as determined by the Board.

6.11 Lien for Assessments. The Association shall have a lien for any Assessment levied against a Lot, for fines imposed against an Owner or Occupant, and for interest, costs and reasonable attorney fees.

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

6.11.2 Effective Dates. The lien for the Annual General Assessment as to each Lot shall be effective on the first day of the fiscal year of the Association. The lien for other Assessments shall be effective on the first day of the month following the notice of its levy on the Owners affected.

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

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

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

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

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

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

6.12 Delinquency and Acceleration. Any installment of an Assessment provided for by this Declaration shall become delinquent if not paid on the due date as established by this Declaration or by the Board. With respect to each installment of an Assessment not paid within five (5) days of its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, costs of collection, reasonable attorney fees and interest at the rate provided in Section 1343.03 of the Ohio Revised Code (and as amended from time to time). Interest shall be calculated from the date of delinquency to the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days of its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment immediately due without further notice or demand to the Owner. The Association may enforce the collection of the full

Assessment and all charges thereon in any manner authorized by law or this Declaration. The filing of any petition for relief pursuant to the United States Bankruptcy Code by an Owner whose Assessment has been accelerated shall operate as a restoration of the Assessment to its prior status as if it has not been accelerated.

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

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

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

6.16 No Waiver of Liability for Common Expenses. No Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the Assessments are made. Notwithstanding the foregoing, neither Declarant nor Builder shall obligated to pay Common Expenses.

6.17 Loan. In the event that sufficient funds are not on hand to pay Common Expenses as and when the same become due, Declarant may loan the Association such sums as may be required to pay said Common Expenses. All such sums shall draw interest at the prime rate charged by KeyBank National Association at the time said loan is made.

ARTICLE VII

UPKEEP OF THE PROPERTY

7.1 Lots. Each and every Lot, its Dwelling Unit and any improvement erected thereon shall be maintained by its Owner in a reasonable manner in accordance with the standard generally prevailing throughout the Property. Each and every Owner shall have primary responsibility for lawn care and vegetation control within the drainage and utility easements located on his or her Lot. The Association may from time to time adopt reasonable rules and regulations governing the maintenance of Lots.

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7.2 Common Elements. Except as otherwise specifically stated herein, the Association shall maintain the Common Elements.

7.3 Association's Right to Maintain. If an Owner shall fail to provide maintenance as required by this Declaration in a manner satisfactory to the Association, and such Owner has failed to comply for ten (10) days after being so notified of such failure (and after being provided an opportunity to be heard concerning such failure), the Association shall have the right, through its agents and employees, to enter upon Owner's Lot and repair, maintain and restore the Lot. In the event that such failure poses a health, safety or security risk, then no notice or hearing need be given. The cost of such maintenance and repair shall be assessed against the subject Lot in accordance with Article VI, Section 6.4. Nothing in this Section shall be construed as giving the Association any right to repair, maintain or restore any Dwelling Unit.

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

ARTICLE VIII RESTRICTIONS

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

8.1.1 Compliance with Laws. No improper, offensive or unlawful use shall be made of the Property or any part thereof. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction over any portion of the Property shall be observed and complied with, by and at the expense of all Owners and Occupants.

8.1.2 Harmful Discharges. There shall be no production, storage or discharge of hazardous wastes on the Property or discharges or emissions of liquid, solid wastes, gases or other harmful matter into the ground, atmosphere or any body of water, if such emission, production, storage or discharge may adversely effect the use or intended use of any portion of the Property or may adversely effect the health, safety or comfort of any person. No waste nor any substance or materials of any kind shall be discharged into any public sewer or the Surface Water Management System serving the Property or any part thereof in violation of any law, order, rule, regulation or requirement of any applicable government or governmental agency.

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

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8.1.4 Signs. No signs shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Declarant or Builder while actively marketing the Lots for sale; (ii) street and identification signs installed by the Association or the Declarant; and (iii) one temporary real estate sign, approved by Declarant, not to exceed six square feet in area advertising that such Lot is on the market. All such signs are subject to Township Requirements.

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

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

8.1.6. Trash. Except in connection with Declarant's or Builder's construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials, machinery or trash of any other kind shall be permitted on the Property. Trash containers (except during construction) shall be kept in a clean and sanitary condition and shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot.

8.1.7. Parking; Vehicle Repairs. Except in connection with Declarant's or Builder's construction activities, buses, trucks, trailers, campers, recreational vehicles, snowmobiles, jet skis, boats and other large vehicles may be parked on the Property only if in garages. The Association shall have the right to make rules and regulations regarding parking on the private streets, including the prohibition thereof. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Property. Vehicle repairs and storage of vehicles are permitted on the Property only if in garages. Recreational vehicles and boats may be parked in the driveways for a period not to exceed forty-eight (48) hours for the purpose of cleaning, loading or unloading.

8.1.8. Animals. The maintenance, keeping, boarding or raising of animals of any kind, regardless of number, is prohibited on any Lot except that the keeping of guide animals and

orderly domestic pets (e.g., dogs, cats or caged birds), is permitted, subject to rules and regulations which may be adopted by the Board. Such pets are not to be kept or maintained for commercial purposes or for breeding. No external compound cages, kennels or hutches shall be permitted.

Any pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days written notice from the Board or as otherwise provided by law. Pets shall not be permitted on the Common Elements unless accompanied by someone who can control the pet and unless carried or leashed. Any Owner or Occupant who keeps or maintains any pet on any portion of the Property shall be deemed to have indemnified and agreed to hold the Association harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets which may leave the Dwelling Unit or Lot must be inoculated as required by law.

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

8.1.10. Storage Tanks. All tanks for the storage of propane gas, fuel or oil shall be located beneath ground level, except that propane tanks for service to the entire subdivision, or on a temporary basis, for construction of an approved structure may be located above ground.

8.1.11. Wells. No well for the production of gas, water or oil, whether intended for temporary or permanent purposes, shall be drilled or maintained on any Lot.

8.1.12. Water Discharge. Storm water must be disposed of through the Surface Water Management System and in accordance with the regulations of the entity have jurisdiction thereof. Sump pumps which discharge directly into the street through a curb are prohibited.

8.2 Architectural Restrictions. The following architectural restrictions shall be applicable to the Lots. In addition to the following, all necessary permits or approvals must be obtained from the Township prior to the commencement of construction or installation.

8.2.1. Plan Approval. No structure shall be placed, erected or installed upon any Lot, and no construction (which term shall include within its definition staking, clearing, excavation, grading, and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place until Declarant's approval has first been obtained pursuant to this section. Prior to any construction, the Owner or Builder shall first submit to the Declarant (which for the terms of this section shall include its designee) a complete set of building plans for the proposed construction. The Declarant shall approve, reject or request additional information with respect to such plans in a writing sent to the Owner or Builder in question not more than thirty (30) days after the plans are submitted to the Declarant. The thirty (30) period shall commence upon execution of a written notice by the Declarant acknowledging receipt of plans and specifications and all information required therewith. Upon

Declarant's receipt of additional information requested hereunder, Declarant shall have an additional thirty (30) days to approve or reject the plans submitted. The Declarant shall review the plans as to their compliance with this Declaration and the Design Guidelines (as defined below) as well as the quality of workmanship and design and harmony of external structures with existing structures and as to location in relation to surrounding structures, topography and finish grade elevation. If the Declarant fails to approve, reject, or request additional information with respect to the plans within the thirty (30) day period, the Declarant's approval shall be deemed to have been given, and no further permission shall be needed before the improvements described in such plans may be constructed or installed. However, in no event shall any improvements be constructed or installed which violate any terms of this Declaration.

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

8.2.1.2. Design Guidelines. The Declarant shall prepare and, on behalf of itself and the Association, shall promulgate design and development guidelines governing construction within the Property ("Design Guidelines"). The Design Guidelines shall be those of the Association, and the Declarant and/or the Association shall have sole and full authority to modify and to amend them from time to time without the consent of any Owner. The Declarant and/or the Association shall make the Design Guidelines available to Builders and Owners who seek to engage in construction upon all or any portion of the Property. A copy of the current Design Guidelines is attached as Exhibit C. Design Guidelines are subject to compliance with Township Requirements.

8.2.1.3. Declarant's Control of New Construction. The Declarant shall have exclusive control of new construction within the Property. No provision of this Declaration or the Design Guidelines, as the same relates to new construction, may be modified without Declarant's consent.

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

8.2.1.5. No Liability. Each Owner and Builder are responsible to insure that all construction, or any modifications, are in compliance with the restrictions and approved plans. If the Declarant or the Trustees have acted in good faith on the basis of such information possessed by them, neither the Declarant, the Board nor any Trustee shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; or (b) the construction or

performance of any work whether or not pursuant to approved plans, drawings, and specifications.

8.2.2. Dwelling Type. No building shall be erected, altered, placed or be permitted to remain on any Lot other than one (1) single-family dwelling with an attached garage for at least two cars that has been approved in accordance with Section 8.2.1 hereof.

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

8.2.4. Roof Requirements. The roof and gables of each Dwelling Unit shall be in accordance with the Design Guidelines.

8.2.5. Set Back, Minimum Elevation and Yard Requirements. All Dwelling Units shall be located in accordance with the building set back lines, minimum basement elevation and yard requirements as shown on the Record Plan and approved improvement plans for the Property and as required by applicable codes, ordinances and regulations. The Owner or Builder shall be responsible for compliance with these standards. Declarant shall not be responsible for any failure to comply with these standards.

8.2.6. Front Yards and Driveways. Front yards shall be landscaped in accordance with the Design Guidelines. All driveways shall be paved in accordance with the Design Guidelines.

8.2.7. Exterior Siding. The exterior siding of each Dwelling Unit shall be in accordance with the Design Guidelines.

8.2.8. Front Storage. No front porch shall be used for the storage of any items except normal porch furniture. No front yard shall be used for storage of any kind of items. This restriction shall not apply to building materials and / or equipment stored on the Lot during construction of the Dwelling Unit, provided that any such building materials are incorporated into the approved improvements within ninety (90) days after their delivery to the Lot.

8.2.9. Radio and Television Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Dwelling Unit, without prior written approval as provided in Section 8.2.1, and unless in accordance with the Design Guidelines. Nothing herein shall be construed so as to be in conflict with current Federal Communications Commission's rules and regulations for antennas.

8.2.10. Air Conditioning and Heat Pump Equipment. Air-conditioning and heating equipment should be located in side or rear yards and screened in such a manner so as to provide minimum visual impact from other Lots.

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

8.2.12. Fences. No fence of any sort may be erected unless the same is in accordance with the Design Guidelines and until prior approval in accordance with Section 8.2.1 of the Declaration has been obtained. The Declarant reserves the right to prohibit all fences or types of fences on certain Lots. Chain link fences shall not be permitted.

8.2.13. Other Structures. No structure of a temporary character, trailer, or shack shall be permitted on any Lot. No barns, storage sheds or other outbuildings shall be permitted on any Lot.

8.2.14. Pools and Spas. No above ground or in-ground swimming pools shall be permitted, except that small portable "kiddie" pools are permitted in accordance with the Design Guidelines. Hot-tubs and spas must be in accordance with the Design Guidelines and have prior approval in accordance with Section 8.2.1.

8.2.15. Play Equipment and Basketball Hoops. All play equipment and basketball hoops must be approved in accordance with Section 8.2.1 hereof and comply with the Design Guidelines.

8.2.16. Tennis and Basketball Courts. No tennis or basketball courts shall be permitted on any Lot.

8.2.17. Clothes Drying. No outdoor close drying apparatus of any sort shall be permitted.

8.2.18. Mailboxes. Each Dwelling Unit shall have a mailbox which shall be of uniform design, style and color as determined by Declarant.

8.2.19. Front Walk Pole Light. A front walk pole light that automatically illuminates at darkness shall be installed in the front yard of each Lot at the time of construction of a Dwelling Unit thereon. All pole lights must be of uniform design, style and color as determined by Declarant. Such pole lights shall be maintained in operation by the Owner.

8.2.20. Completion. Construction of a Dwelling Unit on any Lot shall be completed within six (6) months from the date construction is started.

8.2.21. Lot Maintenance. All Lots, including any easement areas located thereon, must be kept mowed and free of debris and clutter by the Owner. During construction, each Owner and Builder shall be responsible for keeping the streets and adjacent Lots clean and free of debris. The Declarant shall have the right to assess any Owner or Builder for the cost of mowing or clean up in the event that the Owner or Builder fails to do so.

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

8.3.1 Actions. The Board may take any or all of the following actions:

8.3.1.1. levy a fine against the Owner or Occupant which shall also be an Individual Assessment under Section 6.4.

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

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

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

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

8.3.3. Individual Actions. Each Owner is empowered to enforce the covenants by appropriate legal proceedings or alternative dispute resolution methods.

ARTICLE IX

INSURANCE AND CASUALTY LOSSES

9.1 Insurance. The Board or its duly authorized agent shall have the authority to and shall obtain such insurance as it may deem necessary to protect the Common Elements, the Owners, the Association and the Board.

9.2 Repair and Restoration. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Owners, levy a Special Assessment against all Owners. Additional Special Assessments may be levied at any time

during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

ARTICLE X CONDEMNATION

10.1 Taking of Common Elements. Whenever all or any part of the Common Elements shall be taken (or conveyed in lieu of and under threat of condemnation by the Board, acting on its behalf or on the written direction of all Owners of Lots subject to the taking, if any) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association, as trustee for all Owners, to be disbursed in accordance with Section 10.2.

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

ARTICLE XI DEVELOPMENT RIGHTS

11.1. Submission of Additional Land. The Declarant reserves the right to submit all or any portion of the Additional Land to the terms of this Declaration without consent of the Owners for a period of seven (7) years beginning with the date of recording of the Declaration. The submission shall be accomplished by the filing of an Amendment identifying the Additional Land, the Lots and the Common Elements. Annexation of any land other than the Additional Land during the Declarant Control Period shall require the prior approval of the Federal Housing Administration or the Veterans Administration, if either such agency is insuring or guaranteeing the mortgage on any Lot.

11.2. Notice to the Board. The Declarant shall promptly notify the Board of the filing of any Amendment hereto.

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11.3. Easements Reserved. The Declarant reserves for itself, its successors and assigns and any Builder, the following easements:

11.3.1. Easements for drainage and all utilities as shown on the Record Plan.

11.3.2. Easements for ingress, egress, drainage and all utilities over the Common Elements provided that such easements do not unreasonably interfere with any Owner's rights of enjoyment.

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

11.3.4. An easement for ingress, egress, drainage and all utilities over the Common Elements and in favor of the Additional Property and the right to convey those easements to others in the event that the Additional Property is not submitted to this Declaration.

11.4. Assignment of Development Rights. The Declarant reserves the right to assign any or all of its Development Rights to any person or entity for the purpose of further development and improvement of the Property. No assignment shall be effective unless in a writing filed with the Recorder of Cuyahoga County, Ohio.

11.5. Transfer of Development Rights by Foreclosure. Unless otherwise provided in any mortgage securing the Property held by Declarant, in the case of foreclosure of such mortgage, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings with respect to any portion of the Property held by the Declarant subject to the Development Rights herein reserved (including the Special Declarant Rights), a person acquiring title to such property, but only upon his request, succeeds to all such Development Rights. The judgment or instrument conveying title must provide for the transfer of such rights. Upon foreclosure sale, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, the Declarant ceases to have any of the rights herein reserved. A successor to the Development Rights held by a transferee who acquired such rights pursuant to this Section may declare by a recorded instrument the intention to hold such rights solely for transfer to another person. Thereafter, until transferring such Development Rights to any person acquiring title to the Property subject to the Development Rights, or until recording an instrument permitting exercise of such rights, that successor may not exercise any of those rights, and any attempted exercise is void. So long as a successor declarant may not exercise any Development Rights under this section, such declarant is not subject to any liability as a declarant.

ARTICLE XII

SPECIAL DECLARANT RIGHTS

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

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

12.3. Control of the Association.

12.3.1. Appointment of Trustees and Officers. The Declarant reserves the right to appoint and remove the members of the Board and the officers of the Association during the Declarant Control Period which commences upon the recording of this Declaration and shall terminate no later than the earlier of.

12.3.1.1. sixty (60) days after the conveyance of seventy-five percent (75%) of the Lots (including Lots to be included on the Additional Land) to Owners other than Declarant or any Builder;

12.3.1.2. seven (7) years after recording of this Declaration.

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

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

12.5 Right to Amend Documents. Notwithstanding anything above to the contrary, this Declaration may be amended at any time without the vote of Owners by a written instrument executed by the Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant's original intent; making any change necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Lot. No such amendment, however, shall materially affect any Owner's interest in the Association or the Common Elements. Each Owner and his mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the

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provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph.

ARTICLE XIII

DURATION, AMENDMENT AND TERMINATION

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

13.2 Amendment. Except as provided in Section 12.5, prior to the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument executed by Declarant, approved by the Owners of at least seventy-five percent (75%) of all Lots, and the prior approval of the Federal Housing Administration or the Veterans Administration, if either such agency is insuring or guaranteeing the mortgage on any Lot.

13.2.1. Except as provided in Section 12.5, after the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least seventy-five percent (75%) of all Lots.

13.2.2. All Amendments shall be executed by the Declarant and shall be executed by the President and Secretary of the Association. Such Amendment shall certify that the proper notices were sent and that the requisite vote was obtained. Amendments need not be signed by the Owners nor the Federal Housing Administration or the Veterans Administration.

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

13.3.1. Consent Required. This Declaration may be terminated only upon consent of eighty percent (80%) of the Owners and, if during the Declarant Control Period, by consent of the Declarant and the prior approval of the Federal Housing Administration or the Veterans Administration, if either such agency is insuring or guaranteeing the mortgage on any Lot.

13.3.2. Agreement to Terminate. No termination shall be effective unless an agreement to terminate is filed for record with the Cuyahoga County Recorder and notice is

provided to the Township. This agreement shall be executed in the same manner as an amendment as provided above. The agreement shall provide for disposition of the Common Elements, disposition of Association funds and other resolutions and provisions necessary to terminate the regime and wind up the affairs of the Association.

ARTICLE XIV
MISCELLANEOUS

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

14.2. Notices. Any notice required or permitted to be given to an Owner or resident by the Board pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, addressed to such person's last address as it appears on the records of the Association.

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

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

14.5. Headings. The headings of the Articles and Sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

14.6. Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural and vice versa.

14.7. Conflict. In the event of a conflict between a restriction, covenant, condition, easement or obligation herein and those of any instrument of the Association which may be recorded subsequent to this Declaration, the more restrictive restriction, covenant, condition, easement or other obligation shall control.



NEFF & ASSOCIATES

A PROFESSIONAL CORPORATION
ENGINEERS ' PLANNERS
LANDSCAPE ARCHITECTS
SURVEYORS

Exhibit A

Legal Description Phase 1
October 25, 2001 File No.
12244-LD001

Situated in the Township of Olmsted, County of Cuyahoga, State of Ohio and known as being part of Original Olmsted Township. Tract No. 3 and is further bounded and described as follows:

Beginning at a 5/8" iron pin found in the center line of Steams Road (60 feet wide) at its intersection with the center line of Schady Road (50 feet wide). Thence South 88°-46'-35" East, along said center line of Schady Road, a distance of 1 159.11 feet to the Southeasterly corner of a parcel of land conveyed to the Olmsted Falls Board of Education by deed recorded in Volume 9022, Pages 405 & 407 of Cuyahoga County Records and the principal place of beginning of the land herein described;

- Course 1 Thence North 01°-50'-53" East, along the Easterly line of land so conveyed to the Olmsted Falls Board of Education, passing through a 5/8" iron pin (Reitz Eng.) found at 25.00 feet (the Northerly right of way line of said Shady Road), a distance of 465.00 feet to a 5/8" iron pin (Reitz Eng.) found at an angle point therein;
- Course 2 Thence North 00°-00'-00" East, continuing along the Easterly line of land so conveyed to (lie Olmsted Falls Board of Education, a distance of 368.90 feet to a 5/8" iron pin (Reitz Eng.) found at the Northeasterly corner thereof;
- Course 3 Thence North 88°-46'-30" West, along the Northerly line of land so conveyed to the Olmsted Falls Board of Education, a distance of 219.32 feet;
- Course 4 Thence North 01°-13'-30" East, a distance of 150.00 feet;
- Course 5 Thence South 88°-46'-30" East, a distance of 6.96 feet;
- Course 6 Thence North 00°-00'-00" East, a distance of 181.17 feet;
- Course 7 Thence North 90°-00'-00" East, a distance of 129.76 feet;
- Course 8 Thence South 00°-17'-20" West, a distance of 6.92 feet;
- Course 9 Thence South 89°-42'-40" East, a distance of 224.00 feet;

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- Course 10 Thence South 00°-17'-20" West, a distance of 10.54 feet;
- Course 11 Thence South 89°-42'-40" East, a distance of 134.00 feet to the Westerly line of a parcel of land conveyed to Michael R. and Julie A. Stallard by deed recorded in Volume 95-02707, Page 7 of Cuyahoga County Records;
- Course 12 Thence South 00°-17'-20" West, along the Westerly line of land so conveyed to Michael R. and Julie A. Stallard, passing through a 5/8" iron pin (Reitz Eng.) found at 1131.23 feet (the Northerly right of way line of Shady Road, as aforesaid), a distance of 1156.23 feet to the center line thereof;
- Course 13 Thence North 88°-46'-35" West, along said center line of Schady Road, a distance of 287.80 feet to the principal place of beginning and containing 9.0351 Acres (393,569 Square Feet) of land according to a survey made by The Henry G. Reitz Engineering Co. dated March, 200].

The subject area being part of the same land conveyed to Michael J. DiSanto by deed recorded in A.F.N. 199905241478 of Cuyahoga County Records.

The basis of bearings for the area described is North 88°-46'-35" West as the center line of Schady Road per a previous survey.

Be the same more or less but subject to all legal highways.



NEFF & ASSOCIATES
A PROFESSIONAL CORPORATION
ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS
SURVEYORS

Legal Description
Block "E" Remainder
August 21,2002
File No. 12244-LD003

Situated in the Township of Olmsted, County of Cuyahoga, State of Ohio and known as being part of Original Olmsted Township, Tract No. 3 and is further bounded and described as follows:

Beginning at a 5/8" iron pin found in the center line of Steams Road (60 feet wide) at its intersection with the center line of Schady Road (50 feet wide). Thence South $S8^{\circ}-46'-35''$ East, along said center line of Schady Road, a distance of 1159.11 feet to the Southeasterly corner of a parcel of land conveyed to the Olmsted Falls Board of Education by deed recorded in Volume 9022, Pages 405 & 407 of Cuyahoga County Records and the principal place of beginning of the land herein described. Thence North $01^{\circ}-50'-53''$ East, along the Easterly line of land so conveyed to the Olmsted Falls Board of Education, passing through a 5/8" iron pin (Reitz Eng.) found at 25,00 feet (the Northerly right of way line of said Shady Road), a distance of 465.00 feet to a 5/8" iron pin (Reitz Eng.) found at an angle point therein. Thence North $00^{\circ}-00'-00''$ East, continuing along said Easterly line of land so conveyed to the Olmsted Falls Board of Education, a distance of 368,90 feet to a 5/8" iron pin (Reitz Eng.) found at the Northeasterly corner thereof. Thence North $g8^{\circ}-46'-30''$ West, along the Northerly line of land so conveyed to the Olmsted Falls Board of Education, a distance of 219.32 feet to the principal place of beginning of the land herein described;

Course 1 Thence North $88^{\circ}-46'-30''$ West, continuing along said Northerly line of land so conveyed to the Olmsted Falls Board of Education, a distance of 470.68 feet to the Northwesterly corner thereof and the Easterly line of a parcel of land conveyed to Watson Brown by deed recorded in Volume 92-2533, Page 40 of Cuyahoga County Records;

Course 2 Thence North $00^{\circ}-00'-00''$ East, along said Easterly line of land so conveyed to Watson Brown, passing through a 5/8" iron pin found at 0.20 feet, along the Northerly prolongation thereof and along the Easterly line of a parcel of land so conveyed to Gary R. and Valerie J. Gillet by deed recorded in Volume 91-2632, Page 18 of Cuyahoga County Records, a distance of 970.97 feet to the Northeasterly corner thereof and Southerly line of Parcel No. 1 of land conveyed to Jack L. and Edna Peepers by deed recorded in Volume 8846, Page 384 of Cuyahoga County Records;

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- Course 3 Thence North 89°-33'-30" East, along said Southerly line of Parcel No. 1 and along the Southerly line of Parcel No. 2 of land conveyed to Gary A. and Donna L. Reitler by deed recorded in Volume 91-7224, page 55 of Cuyahoga County Records, a distance of 971.55 feet to- 5/8" iron pin (Reitz Eng) found at the Southeasterly comer thereof and the Westerly line of a parcel of land conveyed to Michael R. and Julie A. Stallard by deed recorded in Volume 95-02707, Page 7 of Cuyahoga County Records;
- Course 4 Thence South 00°-17'-20" West, along said Westerly line of land so conveyed to Michael R. and Julie A. Stallard, a distance of 676.32 feet;
- Course 5 Thence North 89°-42'-40" West, a distance of 134.00 feet;
- Course 6 Thence North 00°-17'-20" East, a distance of 10.54 feet;
- Course 7 Thence North 39⁰-42'•40" West, a distance of 224.00 feet;
- Course 8 Thence North 00°-17'-20" East, a distance of 6.92 feet,
- Course 9 Thence North 90°-00'.00" West, a distance of 129.76 feet;
- Course 10 Thence South 00°-00'-00" West. a distance of 181.17 feet;
- Course 11 Thence North 88°-46'-30" West, a distance of 6.96 fest;
- Course 12 Thence South 01°-13'-30" West, a distance of 150.00 feet to the principal place of beginning and containing 18.2269 Acres (793,963 Square Feet) of land according to a survey made by The Henry G. Reitz Engineering Co. dated March, 2001.

The subject area being part of the same land conveyed to Michael J. DiSanto by deed recorded in A.F.N. 199905241478 of Cuyahoga County Records.

The basis of bearings for the area described is North 88⁰-46'-35" West as the center line of Shady Road per a previous survey.

Be the same more or less but subject to all legal highways.

EXHIBIT C

WESTFIELD PARK HOMEOWNERS ASSOCIATION DESIGN GUIDELINES

The following standards have been developed and promulgated by the Declarant in accordance with Article VIII, Section 8.2.1.2 of the Declaration and are applicable to all new construction and all modifications or improvements. These Design Guidelines are not part of the Declaration and can be amended by the Declarant or the Association without a vote of the Owners.

GENERAL GUIDELINES .APPLICABLE TO ALL LOTS

House Placement and Yard Grading. Dwelling Units shall be constructed at the elevations shown on the approved improvement plans. Each Owner and/or Builder shall endeavor to retain as much of the natural woods as is practical. Builders shall be responsible to regrade the Lot to conform to the improvement plans approved for the subdivision.

The following guidelines shall be used in determining placement with respect to style and elevations:

- a. There must be a minimum of one (1) different house model separating like models on the same side of the street. No like model elevations shall be directly across the street from each other.
- b. Dwellings on comer lots shall be canted relative to the comer of the Lot, whenever possible, as determined by the house width in relation to the Lot width.

Dwelling Unit Size. Dwelling Units must contain at least 1,200 square feet of living area for a one story dwelling and 1,300 square feet of living area for a one and a half or two-story dwelling. Declarant reserves the right to make minor variances if, in its sole opinion, the intent of the section is maintained. Living areas shall be calculated exclusive of porches, decks, attics, basements, garages and other areas not heated year round.

Siding. Exterior siding of the Dwelling Unit shall be stucco, cedar, brick or vinyl and shall be approved by Declarant.

Roof. The roof and gables of each Dwelling Unit shall be no less than 6/12 pitch. All shingles shall be of a uniform color. Roof vents are to be the same color as the roof of the house, except for plumbing vents which shall be located only on a back roof facing the rear of a Lot.

Foundations. Slab and crawl space foundations shall be permitted.

Garages. A minimum two car garage is required.

Driveways. All driveways shall be paved with asphalt or concrete. Gravel or dirt driveways are prohibited.

Color Schemes. The following guidelines shall be followed when determining color scheme:

- a. In any group of five (5) consecutive dwellings on the same side of a street, at least three exterior siding colors must be used. No two (2) adjacent dwellings shall have the same exterior siding color.
- b. On any cross-street intersection, at least two siding colors must be used.
- c. Dwellings directly across the street from one another should have different exterior siding colors.
- d. No blue, blue-gray or gray-blue exterior siding shall be permitted.

Underground and Log Houses. Underground and log structures are prohibited.

Porches, appendages and additions. No porches, appendages, or additions shall be permitted unless they are of a size, style, color and type compatible with the original design of the house and, in the case of appendages and additions, shall match the house material and coloring exactly. Porches, appendages or additions must be integrated into the design of the house. Compatibility shall be at the discretion of the Declarant.

Yard. All yard areas will be seeded or sodded within ninety (90) days after Builder's closing with a homebuyer unless the weather is prohibitive in which case all yard areas will be seeded or sodded as soon as the weather permits.

Landscaping. Each dwelling shall have a landscaping package with a retail value of not less than \$800. Said landscaping shall exclude the cost of grass or sod and is meant to provide for trees, shrubs and flowers around the dwelling. At least one (1) tree of two inch (2") caliper measured one foot (1') from the ground shall be planted in the front yard of each dwelling. Said tree may be of deciduous or evergreen variety. Said landscaping shall be installed within ninety (90) days after Builder's closing with a homebuyer unless the weather is prohibitive in which case it shall be installed as soon as the weather permits. Copies of landscape invoices shall be provided to Declarant on request.

Awnings. Canvas awnings may be used subject to prior approval of size, color, location and manner of installation for the particular Lot in question.

Exterior Carpeting. No exterior carpeting may be used if it is visible from any neighboring Lot or the street.

Decks and Railings. All decks and the railings thereon shall be wood and the railings shall be stained the same color as the deck. A deck shall not extend beyond the rear comers of the dwelling.

Solar Panels. No solar panels shall be permitted.

Chimneys. All chimneys with metal flues must be enclosed within a chase that is sided with a siding that matches the exterior siding of the dwelling. Any direct vent chimney and / or furnace flues, hot water heater or any other flues shall be vented only to the rear or side of the Dwelling Unit

Skylights. Skylights may be used on a back roof facing the rear of a Lot. Other locations may be approved for a contemporary design house depending upon the design and the particulars of the Lot.

Entrance Structures. No additional driveway entrance structures shall be permitted.

Pools. No above ground or in-ground swimming pools shall be permitted, except that small portable "kiddie" pools shall be permitted in rear yards only behind the dwelling so long as said pool is not in place for more than seventy-two (72) consecutive hours.

Spas and Hot Tubs. Hot tubs and spas shall be permitted provided that hot tubs and spas must be in-ground or if above ground incorporated into a deck. All hot tubs and spas must be screened with a privacy fence meeting the provisions of these Design Guidelines or other such adequate screening as approved by the Declarant.

Play Equipment. Play apparatus or structures shall be located in the rear yard at a location approved by Declarant and not located within any side or rear setback lines. Such structures shall be of wood construction with natural coloring or may be painted or stained brown or gray. Structures may include colored items of equipment, such as a slide or swing set seats, so long as all such equipment is the same color and said color is approved by Declarant. Any play structures that include a roof shall be shingled in the same color as the dwelling. All play equipment on any one lot shall be the same colors.

Basketball Hoops. No basketball hoop or goal may be placed on any Lot, regardless of location, until its specifications and location have been approved in accordance with these guidelines. Portable basketball goals also require approval.

- a. Specifications. In general, any commercially available goal will be acceptable. Goals with home-made backboards or posts will not be acceptable. Backboards must be clear or painted white. The post should be painted in subdued colors so as to blend in with the surroundings as much as possible. All goals must be maintained. Any backboard or goal that becomes broken or damaged, must be

repaired, replaced or removed. Any lighting for the goal must be directed away from any neighboring dwelling or patio or deck areas.

- b. **Location.** No basketball goals shall be permitted in the front of any Lot or dwelling. No goal may be attached to any dwelling or garage. All goals must be located at least ten (10) feet back from any property line. A portable basketball goal may be located on a driveway for the period of its current use. No portable goal shall be located in the street. Any portable goal must be put away after use. Any portable goal left out overnight shall be considered in violation of these guidelines.
- c. **Use.** Use shall be limited to reasonable play hours depending upon seasons. No use will be permitted after 10:00 p.m., nor earlier than 9:00 am. The Board shall have the right to set different hours in the event that use creates an unreasonable disturbance.

Fencing. Chain link fences shall not be permitted. Fences may be erected only in the rear yard on any Lot. On corner lots, fences may not be placed within the setback on the street side. Perimeter fences are permitted if they are three rail split rail, picket or other approved type of fence not to exceed four (4) feet in height. No perimeter privacy fences are permitted. A shadow box style privacy fence may be installed in an approved location immediately around a hot tub or spa. An approved wire mesh may be attached to a split rail fence for additional enclosure. With respect to picket fences, the spacing between pickets shall be no less than one-half (1/2) the width of the face of the picket. The Declarant and the Association reserve the right to restrict fencing in areas where its presence would adversely impact the aesthetics of the community. Each Owner shall maintain fencing in a reasonable manner so it does not become unsightly.

Invisible Pet Fences. Invisible pet fences shall be allowed.

Radio and Television Antennas or Towers. These guidelines are to be interpreted so as to balance the right of the individual owners to receive acceptable quality broadcast signals in accordance with F.C.C. regulations with the right and duty of the Association to preserve, protect and enhance the value of the properties within the subdivision.

- A. **Prohibited Apparatus.** All exterior antennas and radio, television or microwave towers are prohibited. No satellite dish larger than twenty inches (20") in diameter shall be erected or maintained on any Lot or Dwelling Unit.
- B. **Permitted Locations.** An approved satellite dish must be located in the rear yard or on the rear of the Dwelling Unit in such a manner so as not to be visible by a person standing at the edge of the street directly in front of the Dwelling Unit. Other locations are permitted if placement under these guidelines precludes reception of an acceptable quality signal. In such case, the owner and the Declarant or the Association shall attempt to find a location with the least visual impact upon the surrounding properties. An "acceptable

CUYAHOGA COUNTY RECORDER

200209200053 PAGES 33 of 34

quality signal" is one that is intended for reception in the viewing area and is consistent with the quality of signals received by others in the immediate vicinity. No

location shall be permitted if installation creates a line of sight problem for drivers in the vicinity. The Declarant or the Association may prohibit a location that imposes a legitimate safety concern. An example of a location that imposes a legitimate safety concern is one that is near high voltage power lines or one where the guy wires obstruct legitimate pedestrian access

- C. Other Requirements. The Declarant or the Association may require that the satellite dish be painted in a fashion that will not interfere with reception so that it blends into the background against which it is mounted or that the satellite dish be screened so as to reduce the visual impact. Any such requirements must be reasonable in light of the cost of the equipment or services and the visual impact of the satellite dish.
- D. Continued Maintenance. Each owner shall maintain any satellite dish in a reasonable manner so as not become unsightly. Each owner shall remove any satellite dish upon cessation of its use.

House Numbers. House numbers must be placed on all mailboxes.

Discretion. Any discretion to be exercised in the review of plans shall be that of the Declarant.

Variances. The Declarant or the Association may grant variances from these guidelines if such variance will not be of substantial detriment to adjacent Lots and will not materially impair these guidelines and the overall best interest of the subdivision.

Right to Modify Guidelines. The Declarant and the Association reserve the right to modify these guidelines, provided however, that no such modification shall be made that will materially and adversely affect the overall character of the Property as a first class development.

CUYAHOGA COUNTY RECORDER
200304230556 PAGE 1 of 6

CUYAHOGA COUNTY RECORDER
PATRICK J. OMALLEY
DEED 04/23/2003 11:37:28
200304230556

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATION OF EASEMENTS FOR WESTFIELD PARK**

**TO PROVIDE FOR THE ADDITION OF
WESTFIELD PARK PHASE II**

The undersigned WESTFIELD PARK, LLC, an Ohio limited liability company ("Developer"), was the developer of a certain residential development in Olmsted Township, Cuyahoga County, Ohio, known as Westfield Park Phase I as delineated on a plat thereof recorded in Plat Volume 320, Pages 25-27 of the plat records of Cuyahoga County, Ohio ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon and reserved certain easements in the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Westfield Park dated September 5, 2002 (the "Declaration"), which Declaration was recorded in A.F.N. 200209200053 of the Cuyahoga County, Ohio Records.

WHEREAS, Developer, pursuant to Article 11.1 of the Declaration, retained the right to submit all or any portion of the Additional Land described in Exhibit B of the Declaration to the terms of the Declaration.

WHEREAS, Developer is developing Westfield Park Phase II, a subdivision in Olmsted Township, Cuyahoga County, Ohio consisting of lots 47 through 91, inclusive and Common Elements which consist of additional screening and buffer zones shown as Block "F" and Block "G" and additional private street shown as Block "H" and Block "I" on the record plat for Westfield Park Phase II (the "Subdivision") which is contiguous to the Development and which is a part of the Additional Land described in the Declaration.

WHEREAS, the real estate upon which the Subdivision is being developed is described in Exhibit A attached hereto.

WHEREAS, Developer desires to amend the Declaration to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration.

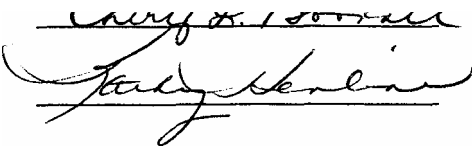
NOW, THEREFORE, the undersigned states as follows:

Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants, conditions and easements, and grants to the Subdivision all of the benefits, contained in the Declaration as if the Subdivision had been included in the Declaration and described in Exhibit A of the Declaration. All Owners of Lots within the Subdivision shall automatically become Members of the Association as stated in Article 5.2 of the Declaration.

IN WITNESS WHEREOF, WESTFIELD PARK, LLC has caused this instrument to be executed by its duly authorized representative this 24th day of February, 2003.

Signed and acknowledged
in the presence of:

WESTFIELD PARK, LLC, an Ohio
limited liability company



BY: REPUBLIC DEVELOPMENT LLC,
an Ohio limited liability company, managing member

John E. Buckey
President/Ohio Division

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 24th day of February, 2003, by JOHN E. BUCKEY, President/Ohio Division of REPUBLIC DEVELOPMENT LLC, an Ohio limited liability company, managing member of WESTFIELD PARK, LLC, an Ohio limited liability company, on behalf of the company.

Cheryl Goodall
Cheryl L. Miller
Notary Public, State of Ohio
Commission Expires 3/25/04





NEFF & ASSOCIATES
 A PROFESSIONAL CORPORATION
 ENGINEERS • PLANNERS
 LANDSCAPE ARCHITECTS
 SURVEYORS

Legal Description
 Block 1 in Phase 2
 October 10, 2002
 FileNo.12244-LD006

CUYAHOGA COUNTY RECORDER
 200304230556 PAGE 3 of 6

Exhibit A Page 1
 of 4

Situated in the Township of Olmsted, County of Cuyahoga, State of Ohio and known as being part of Block "E" in Westfield Park Subdivision - Phase 1 of part of Original Olmsted Township, Tract No. 3 as shown by the recorded plat in Volume 320 of Maps, Pages 25-27 of Cuyahoga County Records and is further bounded and described as follows:

Beginning at a 5/8" iron pin (#7065) found at a Southeasterly comer of said Block "E" and a Southwesterly comer of Block "B" in said Westfield Park Subdivision - Phase 1;

- Course 1 Thence North 88°-46'-30" West, along a Southerly line of said Block "E", a distance of 222.00 feet;
- Course 2 Thence North 01°-13'-30" East, a distance of 150.00 feet;
- Course 3** Thence South 88°-46'-30" East, a distance of 7.17 feet;
- Course 4 Thence North 00°-00'-00" West, a distance of 128.83 feet;
- Course 5 Thence North 90°-00'-00" East. a distance of 121.00 feet;
- Course 6 Thence South 00°-00'-00" East, a distance of 9.40 feet;
- Course 7 Thence North 90°-00'-00" East, a distance of 100.74 feet to an Easterly line of Block "E", as aforesaid;
- Course 8 Thence South 00°-00'-00" West, along said Easterly line of Block "E", a distance of 124.17 feet to a Southeasterly comer thereof;
- Course 9 Thence North 88°-46'-30" West, along a Southerly line of said Block "E", a distance of 6.96 feet to an interior comer thereof;

Page 2
October 10,2002
File No.I2244-LD006

Exhibit A
Page 2 of 4

Course 10 Thence South 01°-13'-30" West,, along an Easterly line said Block "E", a distance of 150.00 feet to the place of beginning and containing 1.4106 Acres (61,444 Square Feet) of land according to a survey made by Thomas J. Neff, Jr., Registered Surveyor No. 7065-Ohio in September of 2002.

The subject area being part of the same land conveyed to Westfield Park, LLC by deed recorded in A.F.N. 200106140738 of Cuyahoga County Records.

The basis of bearings for the area described is North 88°-46'-35" West as the center line of Schady Road per Volume 320 of Maps, Pages 25-27 of Cuyahoga County Records.

Be the same more or less but subject to all legal highways.



NEFF & ASSOCIATES

A PROFESSIONAL CORPORATION

ENGINEERS • PLANNERS

LANDSCAPE ARCHITECTS

SURVEYORS

Legal Description
Block 2 in Phase 2
October 10, 2002
FileNo.I2244-LD008

Exhibit A
Page 3 of 4

CUYAHOGA COUNTY RECORDER
200304230556 PAGE 5 of 6

Situated in the Township of Olmsted, County of Cuyahoga, State of Ohio and known as being part of Block "E" in Westfield Park Subdivision - Phase 1 of part of Original Olmsted Township, Tract No. 3 as shown by the recorded plat in Volume 320 of Maps, Pages 25-27 of Cuyahoga County Records and is further bounded and described as follows:

Beginning at a 5/8" iron pin (#7065) found at a Southeasterly comer of said Block "E" and the Northeasterly comer of Block "A" in said Westfield Park Subdivision - Phase 1.

- Course 1 Thence North 00°-17'-20" East, along an Easterly line of said Block "E", a distance of 676.82 feet to the Northeasterly comer thereof;
- Course 2 Thence South 89°-33'-30" West, along the Northerly line said Block "E". a distance of 319.46 feet;
- Course 3 Thence South 00°-26'-30" East, a distance of 124.00 feet;
- Course 4 Thence South 89°-33'-30" West, a distance of 18,71 feet to a point of curvature;
- Course 5 Thence Southwesterly, along the arc of a curve deflecting to the left, a distance of 68.55 feet to the point of tangency. Said arc having a radius of 44.00 feet, a central angle of 89°-16'-10" and a chord which bears South 44°-55'-25" West, a distance of 61.83 feet;
- Course 6 Thence South 00°-17'-20" West, a distance of 212.16 feet;
- Course 7 Thence South 90⁰-00¹-00" West, a distance of 109.15 feet;
- Course 8 Thence South 00⁰-00'-00" East, a distance of 275.00 to an interior comer of Block "E", as aforesaid;
- Course 9 Thence South 90°-00'-00" East, along a Southerly line of. said Block "E", a distance of 129.76 feet to an interior comer thereof;

- Course 10 Thence South 00°-17'-20" West, along a Westerly of said Block "E", a distance of 6,92 feet to a Southwesterly comer thereof,
- Course 11 Thence South 89°-42'-40" East. along a Southerly line of said Block "E", a distance of 224.00 feet to an interior comer thereof;
- Course 12 Thence South 00°-17'-20" West, along a Westerly line of said Block "E", a distance of 10.54 feet to a Southwesterly corner thereof;
- Course 13 Thence South 89°-42'-40" East, along a Southerly line of said Block "E", a distance of 134.00 feet to the place of beginning and containing 6.3209 Acres (275,338 Square Feet) of land according to a survey made by Thomas J. Neff, Jr. Registered Surveyor No, 7065 - Ohio in September of 2001.

The subject area being part of the same land conveyed to Westfield Park, LLC by deed recorded in A.J.N. 200106140733 of Cuyahoga County Records.

The basis of bearings for the area described is North 88°-46'-35" West as the center line of Schady Road as evidenced by the plat recorded in Volume 320 of Maps, Pages 25-27 of Cuyahoga Comity Records,

Be the same more or less but subject to all legal highways.

**CUYAHOGA COUNTY RECORDER
PATRICK J. OMALLEY
DEED 01/27/2004 02:33:54 PM
200401270686**

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATION OF EASEMENTS FOR WESTFIELD PARK

TO PROVIDE FOR THE ADDITION OF
WESTFIELD PARK PHASE III**

The undersigned WESTFIELD PARK, LLC, an Ohio limited liability company ("Developer"), was the developer of certain residential developments in Olmsted Township, Cuyahoga County, Ohio, known as Westfield Park Phase I as delineated on a plat thereof recorded in Plat Volume 320, Pages 25-27 of the plat records of Cuyahoga County, Ohio and Westfield Park Phase II as delineated on a plat thereof recorded in Plat Volume 324, Page 30-32 of the plat records of Cuyahoga County, Ohio (collectively the "Developments").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon and reserved certain easements in the Developments pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Westfield Park dated September 5, 2002 recorded in A.F.N. 200209200053 of the Cuyahoga County, Ohio Records and amended by the Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Westfield Park dated February 24, 2003 recorded in A.F.N. 200304230556 of the Cuyahoga County, Ohio Records (said Declaration as amended being hereinafter referred to as the "Declaration").

WHEREAS, Developer, pursuant to Article 11.1 of the Declaration, retained the right to submit all or any portion of the Additional Land described in Exhibit B of the Declaration to the terms of the Declaration.

WHEREAS, Developer is developing Westfield Park Phase III, a subdivision in Olmsted Township, Cuyahoga County, Ohio consisting of lots 92 through 136, inclusive, and Common Elements which include a common area shown as Block "E2", as additional screening and buffer zone shown as Block "K" and additional private street shown as Block "J" on the record plat for Westfield Park Phase III (the "Subdivision") which is contiguous to the Developments and which is a part of the Additional Land described in the Declaration.

WHEREAS, the real estate upon which the Subdivision is being developed is described in Exhibit A attached hereto.

WHEREAS, Developer desires to amend the Declaration to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration.

**CUYAHOGA COUNTY RECORDER
200401270686 PAGE 1 of 4**

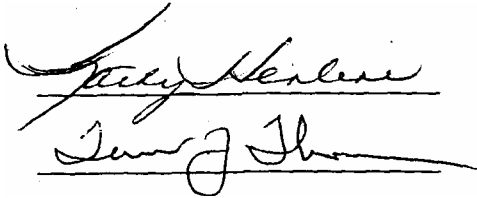
NOW, THEREFORE, the undersigned states as follows:

Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants, conditions and easements, and grants to the Subdivision all of the benefits, contained in the Declaration as if the Subdivision had been included in the Declaration and described in Exhibit A of the Declaration. All Owners of Lots within the Subdivision shall automatically become Members of the Association as stated in Article 5.2 of the Declaration.

IN WITNESS WHEREOF, WESTFIELD PARK, LLC has caused this instrument to be executed by its duly authorized representative this 12th day of December, 2003.

Signed and acknowledged in
the presence of:

WESTFIELD PARK, LLC, an Ohio
limited liability company



BY: REPUBLIC DEVELOPMENT LLC,
an Ohio limited liability company, managing member

By: John E. Buckey
President/Ohio Division

STATE OF OHIO)
)SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 12th day of December, 2003, by JOHN E. BUCKEY, President/Ohio Division of REPUBLIC DEVELOPMENT LLC, an Ohio limited liability company, managing member of WESTFIELD PARK, LLC, an Ohio limited liability company, on behalf of the company.



Notary Public
Kathy Henline
Commission expires: 9/18/07



NEFF & ASSOCIATES

A PROFESSIONAL CORPORATION
ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS
SURVEYORS

Legal Description
Block "E1"-Phase 3
October 10, 2002
File No. 12244-LD007

EXHIBIT A

CUYAHOGA COUNTY RECORDER
200401270686 PAGE 3 of 4

Situated in the Township of Olmsted, County of Cuyahoga, State of Ohio and known as being part of Block "E" in Westfield Park Subdivision - Phase 1 of part of Original Olmsted Township, Tract No. 3 as shown by the recorded plat in Volume 320 of Maps, Pages 25-27 of Cuyahoga County Records and is further bounded and described as follows:

Beginning at a 5/8" iron pin (#7065) found at a Southeasterly comer of said Block "E" and a Southwesterly of Block "B" in said Westfield Park Subdivision - Phase 1. Thence North 88°-46'-30" West, along a Southerly line of said Block "E", a distance of 222.00 feet to the principal place of beginning of the land herein described;

- Course 1 Thence North 88°-46'-30" West, continuing along said Southerly line of Block "E", a distance of 248.68 feet to the Southwesterly comer thereof;
- Course 2 Thence North 00°-00'-00" East, along the Westerly line of said Block "E", passing through a 5/8" iron pin found at 0.20 feet, a distance of 970.97 feet to the Northwesterly comer thereof;
- Course 3 Thence North 89°-33'-30" East, along the Northerly line said Block "E", a distance of 652.39 feet;
- Course 4 Thence South 00°-26'-30" East, a distance of 124.00 feet;
- Course 5 Thence South 89°-33'-30" West, a distance of 18.71 feet to a point of curvature;
- Course 6 Thence Southwesterly, along the arc of a curve deflecting to the left, a distance of 68.55 feet to the point of tangency. Said arc having a radius of 44.00 feet, a central angle of 89°-16'-10" and a chord which bears South 44°-55'-25" West, a distance of 61.83 feet;
- Course 7 Thence South 00°-17'-20" West, a distance of 212.16 feet;
- Course 8 Thence South 90°-00'-00" West, a distance of 109.15 feet;

October 10, 2002
File No. 12244-LD007

- Course 9 Thence South 00°-00'-00" East, a distance of 332.00 feet;
- Course 10 Thence South 90°-00'-00" West, a distance of 100.74 feet;
- Course 11 Thence North 00°-00'-00" West, a distance of 9.40 feet;
- Course 12 Thence South 90°-00'-00" West, a distance of 121.00 feet;
- Course 13 Thence South 00°-00'-00" East, a distance of 128.83 feet;
- Course 14 Thence North 88°-46'-30" West. a distance of 7.17 feet;
- Course 15 Thence South 01°-13'-30" West, a distance of 150.00 feet to the principal place of beginning and containing 10.4954 Acres (457,180 Square Feet) of land according to a survey made by Thomas J. Neff, Jr., Registered Surveyor No. 7065-Ohio in September of 2001.

The subject area being part of the same land conveyed to Westfield Park, LLC by deed recorded in A.F.N. 200106140733 of Cuyahoga County Records.

The basis of bearings for the area described is North 88°-46'-35" West as the center line of Schady Road as evidenced by the plat recorded in Volume 320 of Maps, Pages 25-27 of Cuyahoga County Records.

Be the same more or less but subject to all legal highways.

***TRANSFER NOT
REQUIRED***

JAN 27 2004

FRANK RUSSO
CUYAHOGA COUNTY AUDITOR

TRANSFER NOT

REQUIRED JAN 27 2004

ROBERT KLAIBER JR., PE., PS.
CUYAHOGA COUNTY ENGINEER

