

ECHO LAKE VILLAGE

Welcome to Echo Lake Village, a community benefitting from the many attributes of a planned development. We are honored that you have chosen Echo Lake Village as your new home. The quality builder, vast expanse of open spaces, wooded areas and lakes, the landscaped entranceway, unique site development and the attractive yet functional recreation area all contribute towards a prestigious living environment. As a resident, you benefit from the 26 acres meandering through Echo Lake Village which the Master Developer has permanently dedicated to open space.

Enclosed is copy of the recorded Declaration of Covenants and Restrictions. This Declaration establishes in part the rules and regulations for all of Echo Lake Village. You will find an additional document attached which further defines specific rules and regulations regarding the construction of fences, sheds and mailboxes. Again, these guidelines will insure the preservation of value and beauty of this unique community.

As you are aware, all property owners within Echo Lake Village are members of the Echo Lake Community Association, Inc. It is the Association's responsibility to regulate and maintain all recreation facilities, common areas and the landscaped entranceway. The common areas include 2 lakes and the recreation site contains a community building, swimming pool and tennis court. The Association's primary purpose is to maintain a quality environment while protecting and enhancing your investment.

There are three classes of voting membership in the Association and all homeowners are Class A Members.

- (a) Class A. Members include every person or entity who is a record owner of a fee or undivided fee interest in any lot within Echo Lake Village and shall have one vote.
- (b) Class B. Members are the Master Developer of Echo Lake Village which shall have two votes for each lot owned by it within Echo Lake Village until such time as the total votes of the Class B Members equal the total votes of the Class A Members at that time.
- (c) Class C. Members are the owners of the Echo Lake Village Apartments who shall be entitled to one vote for every two living units.

All Members and members of their immediate families shall have the right to enjoy the use of the Common Areas and Recreation Facilities.

All improvements to the Common Areas will be done by the Developer. The Developer has the duty to maintain the Common Areas until they are transferred to the Association. Once the Common Areas (or a portion thereof) are transferred, an annual assessment of \$120.00 shall be charged against each living unit, including townhouses, plexes, apartments and attached and detached single family dwellings, by the Association for the maintenance of the Common Areas, Recreation Facilities and entrance landscaping. After the first year, the Board of Trustees shall establish the assessments for each year thereafter.

The Association assessments cover the following:

- Maintenance and repair of the Recreation Facilities
- Maintenance and repair of the Common Areas and Entranceway
- Insurance coverage for the Common Areas and Recreation Facilities
- Real estate taxes for the Common Areas
- Reserve for future requirements
- Payment of management fee to management company

The Association has entered into a contract with Carlyle Management Company to manage the Association. As manager of the Association, they are working for you and your neighbors. They will administer all responsibilities of The Association. Any questions you may have should be directed to them at:

Carlyle Management Co.  
28001 Chagrin Blvd.  
Cleveland, Ohio 44122  
464-7465  
Bob Kaleta

The Trustees of the Association are elected at an annual meeting for that purpose and presently are:

- Thomas Rakowsky - Resident Homeowner
- Donald Bennett - Bennett Builders
- Scott Gillispie - Laurens Green
- Marcy Woznicki - Goldberg Companies
- Carol Moscarino - Sunrise Development Co.

The Officers of the Association are appointed by the Board of Trustees and presently are:

Thomas Rakowsky, President  
Marcy Woznicki, Vice President  
Donald Bennett, Treasurer  
Carol Moscarino, Secretary

ECHO LAKE VILLAGE

HOMEOWNERS GUIDE



## HOMEOWNERS GUIDE

The attached quotes from Articles VI, VII and VIII from the Echo Lake Declaration are the rules for the Association. In addition to these rules, the present Board of Trustees and Officers have also formed rules and specifications concerning fences, storage sheds and mailboxes.

The purpose of the attached Deed Restrictions and Rules and Regulations for Echo Lake Community Association is to protect the rights of each resident and to maintain Echo Lake Village as a high quality community. Violations of these rules should be reported to the Management Company.

Each owner and resident shall be responsible for maintaining the standards of his lot and home, and as a user of the common areas, shall have the responsibility for helping keep common areas clean and orderly.

Homeowners must have landscaping installed and all yards seeded and lawns established within one (1) year from date of an occupancy permit being issued, per Strongsville Ordinance No. 1442.08J.

Homeowners are responsible for the actions of their families, guests and tenants.

It will NOT be the purpose of the Board of Trustees to mediate disputes between neighbors.

Any questions regarding the Homeowners' Guide should be directed to Sunrise Development Co. or the Management Company.

Please keep this guide for your future reference and for use in explaining the rules and regulations to prospective buyers, real estate agents or tenants. Additional copies may be requested from Sunrise Development Co. or the Management Company.

The enforcement of the Deed Restrictions and Rules & Regulations for the Association will be handled in the following manner:

There will be a drive through inspection every (2) weeks. During this time, we will be looking for any infractions of the rules.


A representative of the Management Company or Sunrise Development Co. will inspect the property visually and will investigate, when necessary, by entering the property AFTER proper notification to the lot owner.

Homeowners will also be asked to report any infractions of these rules to the Board of Trustees and Officers of the Association. They will review the reported infractions and report their findings to the Management Company.

A written report, indicating infractions, will be forwarded to the Board of Trustees monthly.

Lot owners will be given 14 days to remove improper or improperly installed items. If the infraction is not corrected within this period, the complaint will be turned over to an attorney for legal enforcement. Any and all legal costs will be assessed to the owner violating the rule.

Copies of the Deed Restrictions and Rules & supplied to the builders, sales agents and homeowners. During the transfer of property, receive copies from the Management Co.



All requests for decks, pools, fences, storage etc. MUST be forwarded to the Management Company for approval. Please allow 2-3 weeks for a response.

The purpose of the attached Deed Restrictions and Rules & Regulations for Echo Lake Community Association is to protect the rights of each resident and to maintain and increase property values within Echo Lake Village.

GENERAL RESTRICTIONS AS FOUND IN ARTICLE VII OF  
THE ECHO LAKE DECLARATION OF COVENANTS AND RESTRICTIONS

Section 1 - No external or outside antenna of any kind shall be maintained except that an antenna for normal television reception may be used not in excess of 35 feet in height above ground level, provided however that in the event a cable transmission system is available to Owners, said Owners must within 90 days after the availability of such a cable system discontinue the use of the external television antenna and remove the same from the exterior of any Living Unit or Lot.

Section 2 - No sign or other advertising device of any nature shall be placed upon any Lot except for signs placed by the Declarant or by Builders and Developers and approved by the Declarant promoting the development and providing information to Owners and prospective purchasers. "House For Sale" signs may be permitted with the approval of the Board of Trustees.

Section 3 - No Living Unit shall be used for other than residential purposes, except that this restriction shall not apply to dwelling units used as model homes by Declarant, Builders and Developers and as administrative offices of the Association.

Section 4 - No clothing or any other household fabric shall be hung outside of any Living Unit.

Section 5 - No machinery shall be placed or operated upon any Lot except such machinery as is used in maintenance of a private residence.

Section 6 - Fences or walls of any kind may not be erected or permitted to remain on the Property unless approved by the Architectural Control Committee or unless originally constructed by the Declarant or with his written approval.

Section 7 - No dumping is permitted on any part of the Properties unless necessary for construction or improvements and authorized by the Developer or the Board of Trustees of the Association.

Section 8 - No automobile, truck, boat, recreational vehicle, airplane or vehicle of any kind, licensed or unlicensed, may be stored on any street or driveway in or upon the Properties except in the confine of garages or parking areas approved by the Board.

Section 9 - Unless written approval of the Board is given, there will be no discharge of guns, ammunition or explosives. No fishing, hunting, trapping, or poisoning of wildlife is permitted, except for rodent control, or except upon prior written approval of the Board.

Section 10 - No motorized vehicles (mini-bikes, motorcycles, mopeds, etc.) shall be permitted on the all-purpose trails or walkways.

Section 11 - Boating, swimming, fishing, wading or any use requiring entry into the retention basins is prohibited unless expressly approved by the Board. Dumping or refuse or any other form of pollution into the retention basins or surrounding areas is also prohibited.

Section 12 - No above ground swimming pools are permitted on the Properties.

Section 13 - Construction trailers utilized by Builders and/or Developers shall be placed as far off public and private rights-of-way and concealed from view as much as possible. Disturbed areas adjacent to public or private rights-of-way or the Common Properties shall be graded and seeded as soon as possible by the Builder/Developer. Every reasonable effort shall be made by the Builder/Developer to keep the sites clear of debris.

ARTICLE VII (in part)  
GENERAL PROVISIONS

Section 1 - Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from date of this Declaration is recorded, after which time said Covenants and Restrictions shall be automatically extended for successive period of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots and Living Units has been recorded, agreeing to terminate said Covenants and Restrictions.

## ARTICLE VI

Architectural Control. No building, fence, wall or other structure shall be erected, placed, or altered within the properties, until the plans and specifications showing the nature, kind, shape, heights, materials, colors and location of the same shall have been submitted to and approved by the Declarant in writing to assure harmony of external design and location in relation to surrounding structures, topography, landscape plans, signage types, project and street names, lighting, mail drop locations and structures, etc. Responsibility for Architectural Control as described above will transfer from the Declarant to the Association upon completion of construction of two thirds (2/3) of all Living Units within the Properties, whereupon the Board of Trustees is to establish an Architectural Review Committee comprising three (3) members, of which one shall be a practicing architect with a degree in architecture from an accredited university. The Declarant shall retain the right to appoint one member of the Architectural Review Committee until all Living Units are completed, at which time the Board of Trustees shall appoint all three members. If a member does not have the credentials of a practicing architect, then a person possessing said credentials shall be retained by the Committee for advisement. The Board of Directors shall then establish rules and regulations by which the Architectural Review Committee shall conduct its meetings.

As pointed out in Article VI, Architectural Control, all additions and/or changes to structures MUST BE REQUESTED IN WRITING. This may be done by submitting your plan to Carlyle Management Co., 28001 Chagrin Blvd., Cleveland, OH, 44122. This request will then be forwarded to the Board of Trustees for approval. (Please allow 2-3 weeks for distribution and approval from the Board of Trustees. This approval will, normally, be requested from the City to secure building permits for decks, fences, storage shed, etc.)

Requests should include the following information:

1. Type of addition or change (fence, storage shed, deck, etc.)
2. Location
3. Materials
4. Size

The following are the specifications for:

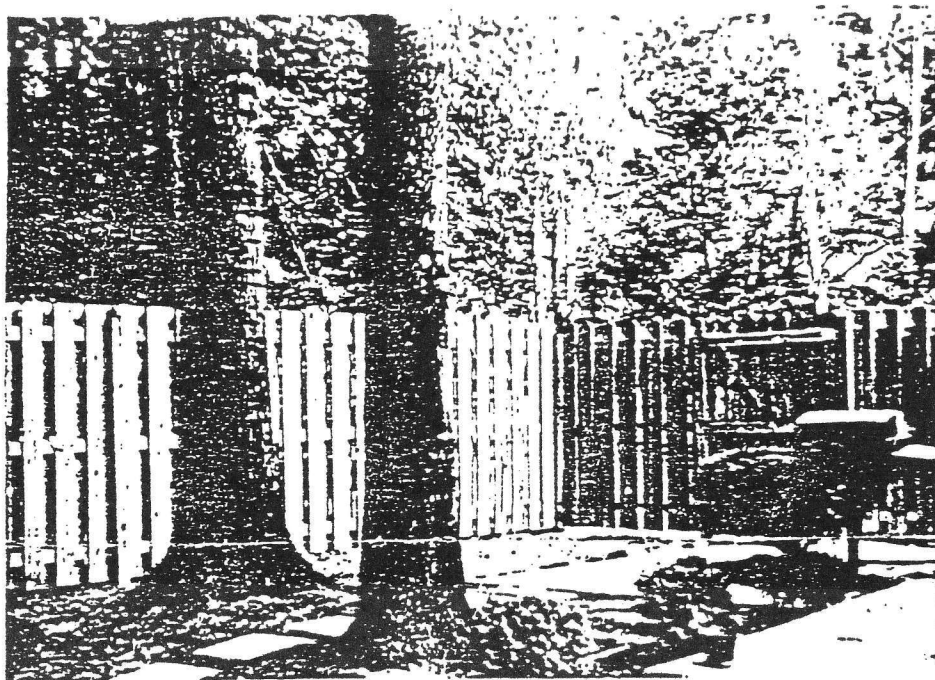
- I. Fences
- II. Decks
- III. Storage Sheds
- IV. Mailboxes

## I. FENCES

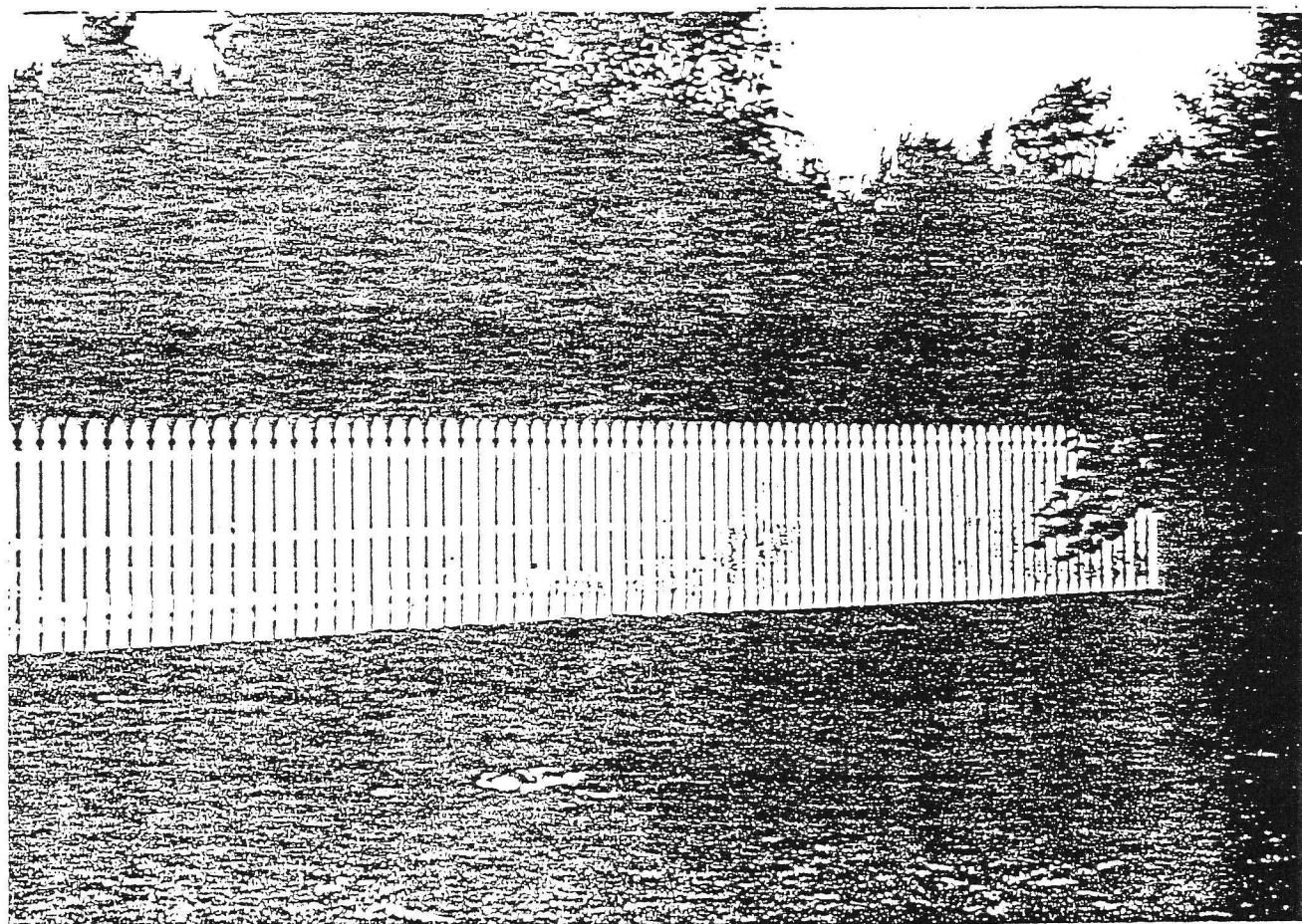
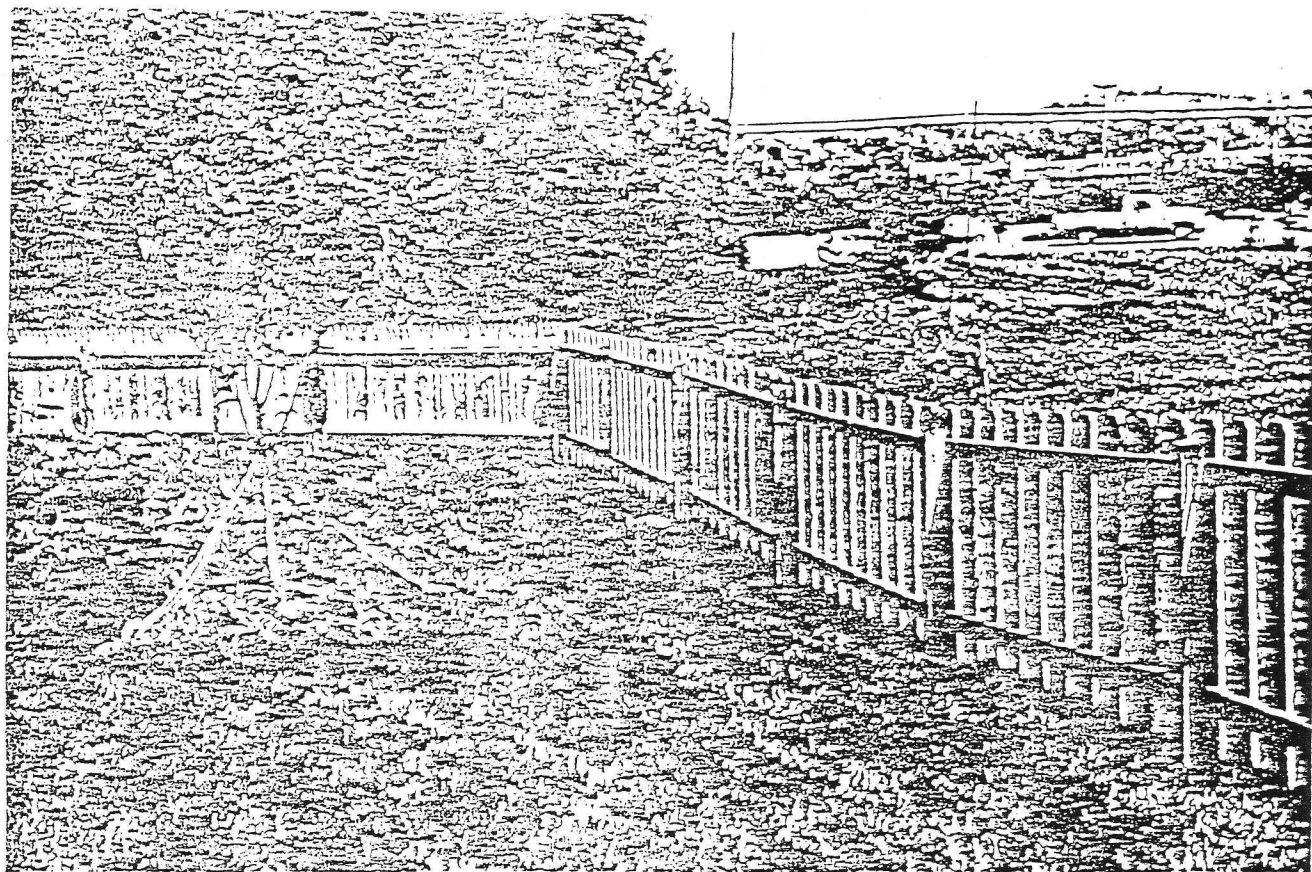
1. A BUILDING PERMIT IS REQUIRED BY THE CITY.
2. Requests for fences MUST be submitted IN WRITING to Carlyle Management Co. for Board approval.
3. Fences must be 4 ft. in height and can be one of the following styles:
  - a. White Picket Fence
  - b. Board on Board, treated
  - c. Open Board, treated(See attached for pictures)
4. All fence posts MUST be cemented in the ground and constructed of treated lumber.

All fences MUST be approved by the Board of Trustees. Homeowners requesting approval of a 4 ft. high fence in one of the above styles should have no problem in receiving immediate approval.

The Board will consider requests for variances in fence height or styles individually.









## II. DECKS

1. A BUILDING PERMIT IS REQUIRED BY THE CITY.
2. Requests for decks MUST be submitted IN WRITING to Carlyle Management Co. for Board approval.
3. All decks must be constructed of treated lumber and the posts cemented in the ground.

It is the recommendation of the Board that decks not be painted, but may be stained and treated with a clear sealer (example: Thompson Water Sealer).

### III. STORAGE SHEDS

1. A BUILDING PERMIT IS REQUIRED BY THE CITY.
2. All requests for storage sheds MUST be submitted IN WRITING to Carlyle Management Co. for Board approval.

Requests meeting the below requirements should have little trouble receiving immediate approval. The Board will consider requests for variances in shed requirements individually.

Attached is information concerning specifications and styles.

1. The style(s) of storage shed(s) approved by the Board are:
  - a. Low wall barn
  - b. Utility building
2. The size permitted is:
  - a. 8 ft. x 10 ft.
  - b. 10 ft. x 10 ft.
  - c. 10 ft. x 12 ft.
  - d. 10 ft. x 14 ft.
3. Siding on storage sheds MUST be wood.
3. Colors MUST conform with the home or a natural wood with a clear preservative.

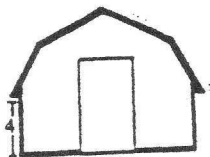
Many pre-fab kits are available. The information attached is from Sturdy Built Manufacturing located in Streetsboro. You are under no obligation to purchase from this source. Quotes and information are available through this company, as well as many others.

Specifications for sheds are also attached. Any sheds built MUST conform with these specifications.

# STURDY-BUILT mfg.

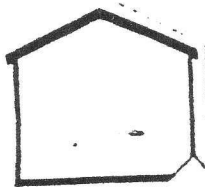
STURDY BUILT LANE • CLAYSBURG, PA 16625 • 814-239-5171

## LO-WALL BARN



Lo Wall

4' sidewalls/ approx. 8' overall height  
Studs 24" o.c.  
Double top plates  
1x4 wind bracing  
Corner studs  
Flooring 1x8 ship-lap or T&G pine treated  
Floor joists, 2x4, 16' O.C., pressure treated  
Skids 4x6 oak creosoted  
Siding 1x8 solid pine, or 1x8 solid cedar, shiplap  
Roof sheathing - 1" pine board  
Trusses - hydraulically pressed, 24" o.c.  
8" overhang  
Crossbuck trim on door  
Doors double, 36" w/ 2x4 framing, U.S.A. steel heavy  
duty hinges  
2x8 over 2x4 top plate  
Rust resistant ring shank siding nails, gluetite  
framing nails  
All shingles hand nailed  
Shingles self-sealing, fiberglass, 20 year warranty  
30 year warranty on floor system  
1 year warranty on workmanship



Utility

## UTILITY

Same specifications as lo-wall barn except:

6' sidewalls/ approx. 8' overall height  
27x30 aluminum sliding window or fixed octagon  
window included



SPECIAL PRICING AVAILABLE

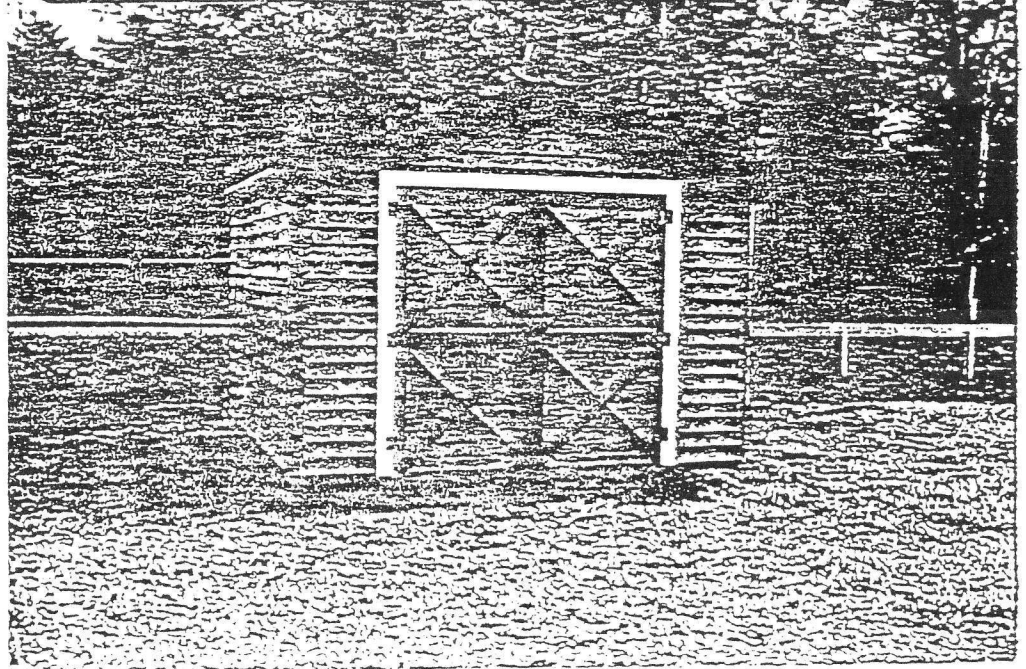
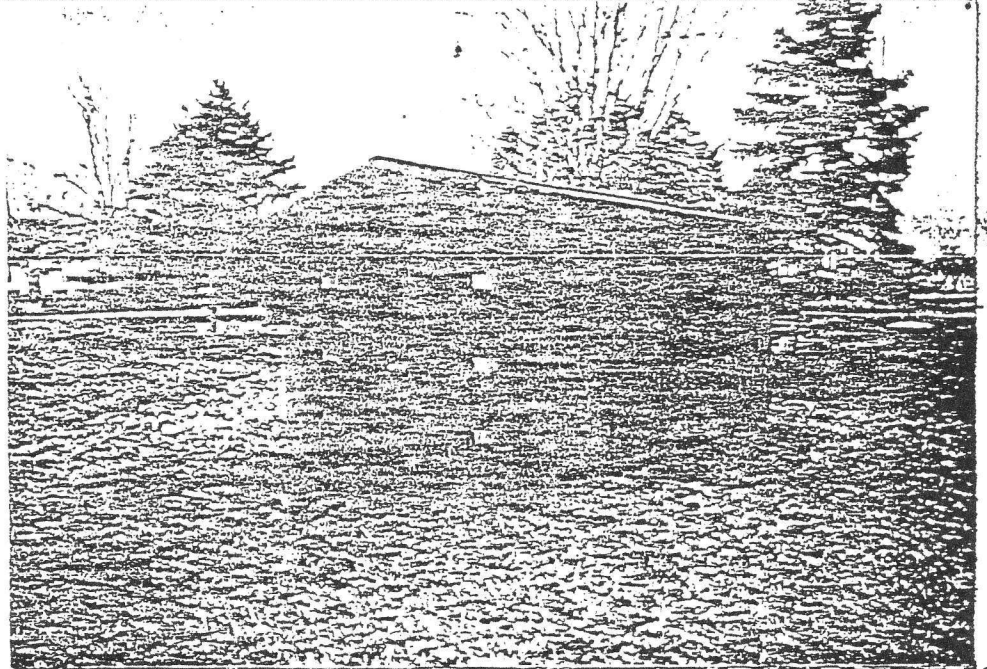
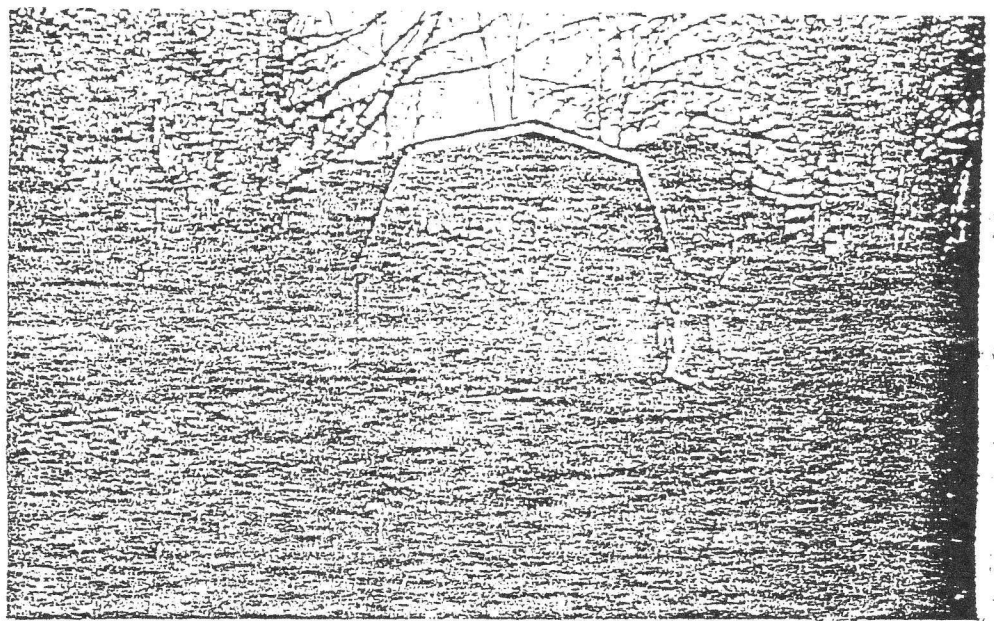
\* Both style buildings priced the same!

8x10	1242	installed
	1118	pre fab kit
10x10	1450	installed
	1305	pre fab kit
10x12	1652	installed
	1487	pre fab kit
10x14	1862	installed
	1676	pre fab kit

\* All prices plus sales tax & \$75 freight

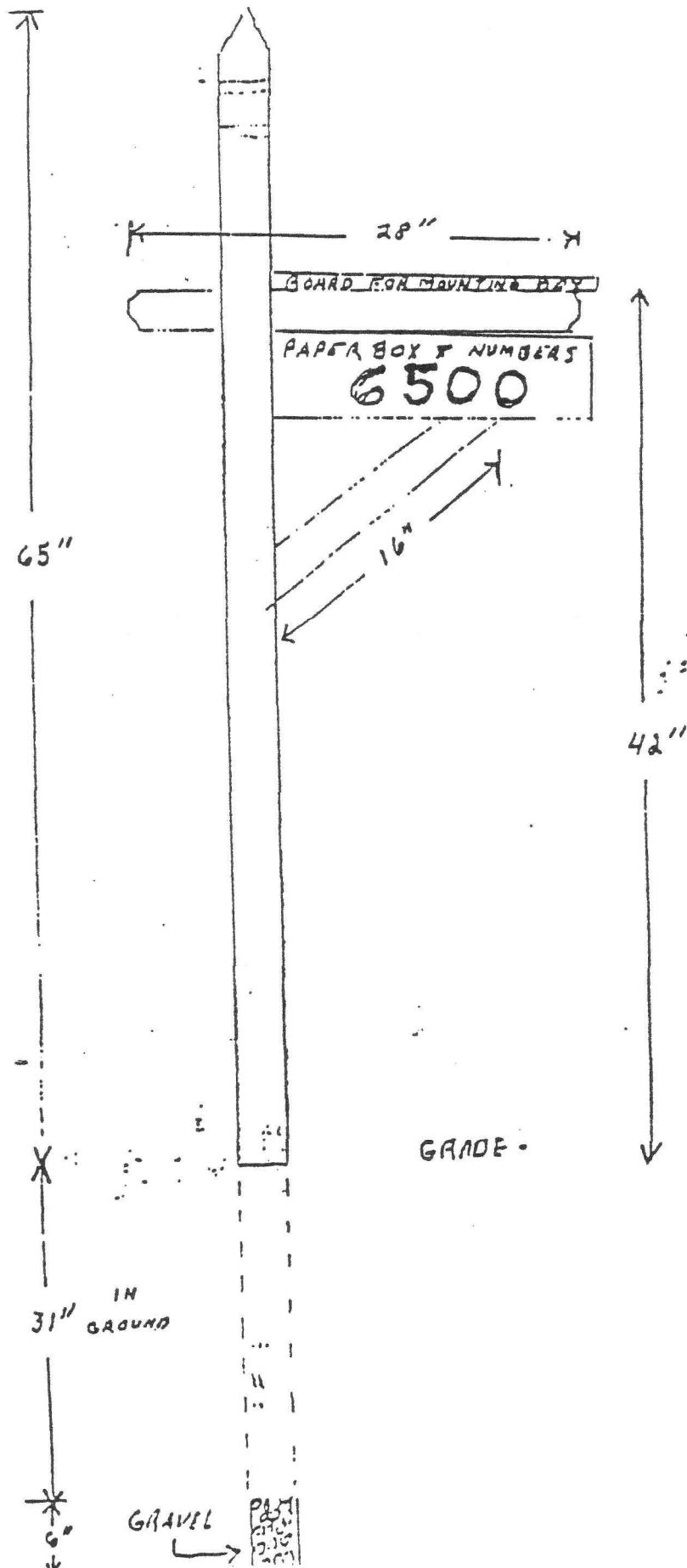
\* Pre fab kits come with fully assembled walls, doors and trusses, remaining material pre-cut, hardware, nails, shingles, and instructions included.

NOTE: PRICING AND INFORMATION MAY BE SECURED FROM A CONTRACTOR OF YOUR CHOICE.



#### IV. MAILBOXES

1. RECOMMENDED MAIL BOX POST IS PICTURED ON NEXT PAGE.
2. Post must be constructed of treated lumber, 4 x 4, put together with galvanized screws.
3. Post should be 65" long.
4. Mailbox should be 42" from ground
5. Post should be set 4' from driveway apron and 20" from curb.





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RECEIVED  
ECHO LAKE  
COMMUNITY ASSOCIATION  
INC.  
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DECLARATION OF COVENANTS AND RESTRICTIONS

ECHO LAKE COMMUNITY ASSOCIATION, INC.

1988 THIS DECLARATION, made this 21 day of March, by and between SUNRISE DEVELOPMENT, CO., hereinafter referred to as DECLARANT, and ECHO LAKE COMMUNITY ASSOCIATION, INC., hereinafter sometimes referred to as ASSOCIATION, both of 10800 Brookpark Road, Cleveland, Ohio, 44130.

WITNESSETH That

WHEREAS, Declarant is the owner of the real property described in Article II, Section 1 of this Declaration (hereinafter referred to as the "Declaration") and desires to create thereon a Residential Community, to be called "Echo Lake Village", with permanent parks, playgrounds, open spaces, recreational facilities and other common facilities; and to this end, desires to subject said real property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Echo Lake Village is being developed as a Planned Development Area in accordance with the Echo Lake Village Preliminary Plan as approved by the Strongsville Planning Commission on June 25, 1987, and by the Strongsville City Council on October 19, 1987, by Resolution No. 1987-156; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said Community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the Community properties and facilities and administering and enforcing the covenants and restrictions and collection and disbursing the assessments and charges hereinafter created; and

WHEREAS, there has been incorporated under the laws of the State of Ohio, as a non-profit corporation, ECHO LAKE COMMUNITY ASSOCIATION, INC. (the "Association") for the purpose of exercising the functions aforesaid; and

WHEREAS, the Association joins in the Declaration for the purpose of accepting the duties and responsibilities imposed upon it by the protective covenants and restrictions herein contained;

NOW, THEREFORE, Declarant declares that the real property described in Article II, Section 1 (the "Properties") shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens contained in this Declaration and further specifies that this Declaration shall constitute covenants to run with the land and shall be binding upon Declarant and its successors and assigns and all other owners of any part of said real property, together with their grantees, successors, heirs, executors, administrators or assigns.

ARTICLE I  
DEFINITIONS

Section 1. The following words when used in this Declaration shall have the following meanings (unless the context shall prohibit):

(a) "Association" shall mean and refer to ECHO LAKE COMMUNITY ASSOCIATION, INC.

(b) Definitions: The word "City" shall be a defined term as follows:

APPROVED  
FEE LEGAL  
3/1/88

RECEIVED  
ECHO LAKE  
COMMUNITY ASSOCIATION  
INC.  
3/17/88  
ECHOHQA



(b) Definitions: The word "City" shall be defined as follows:

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

(c) "Common Properties" shall mean and refer to those areas of land in the Properties as described in Exhibit "B" attached hereto and made a part hereof, and intended to be devoted to the common use and enjoyment of the members of the Association.

(d) "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions and any supplements or amendments thereto.

(e) "Declarant" shall mean and refer to Sunrise Development Co.

(f) "Living Unit" shall mean and refer to any townhouse, plex, apartment and attached and detached single family dwelling located on a lot, or any Condominium Unit shown on any recorded Condominium Declaration and drawing filed therewith.

(g) "Proposed Living Unit" shall mean and refer to living units proposed but not yet constructed or units under construction as shown on preliminary plans submitted and approved by the Strongsville Planning Commission by Developers and/or Builders. Where a parcel has been purchased by a Developer or Builder and no preliminary plan for that parcel has been submitted to the Planning Commission, then the number of proposed units shall be determined based on the maximum density permitted by the zoning code on the parcel.

(h) "Lot" shall mean and refer to any subdivision of land shown upon any recorded subdivision map of the properties with the exception of Common Properties.

(i) "Member" shall mean and refer to all who are members of the Association as provided in Article III, Section I hereunder.

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

(k) "Resident" shall mean and refer to one or more persons or entities having a leasehold interest in any Living Unit under a written lease from an Owner.

(l) "Plex" shall mean and refer to single family dwelling units which are attached to one another by varying combinations of common walls and floors and which have individual heating and plumbing and a separate exterior entrance.

ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION

Section 1 - The Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Strongsville, Ohio, and is shown in Exhibit "A" attached hereto and made a part hereof.

Section 2 - Common Properties and Facilities. That part of The Properties, subjected to use for a retention basins, recreation facilities and Common Open Space and designated as Common Properties on the preliminary plan submitted to the City by the Declarant for final plan approval.

Section 3 - Mergers. Upon any merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligation of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within The Properties except as hereinafter provided.

Section 4 - Developers. It is the intantion of the Declarant to eventually convey portions of the Properties (with the exception of the Common Properties and parcels developed by the Declarant) as blocks to various Developers/Builders for the subdivision and improvement of the blocks with various types of residential buildings in conformance with the approved Echo Lake Village Preliminary Plan and municipal zoning ordinances.

Each Developer may create his own second tier of homeowners or condominium association to develop, maintain and administer the common areas of individual subdivisions and may also impose covenants and building use restrictions to supplement those contained in this Declaration, pertaining to such subdivision. Such additional covenants and restrictions shall not conflict with those contained herein and in the case of any conflict, the provisions herein shall control.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1 - Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, Living Unit or Proposed Living Unit which is subject by covenants of record to assessment by the Association, or who is a tenant of a Living Unit, shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2 - Voting Rights. The membership of the Association shall be divided into four classes entitled to the rights hereinafter set forth with respect to such classifications.

The Association shall have three classes of voting membership, namely Class A, Class B, and Class C.

Class A. Class A members shall be all those Owners as defined in Article I, Subsection (j), with the exception of the Declarant. Class A members shall be entitled to one vote for each Living Unit or Proposed Living Unit in which they hold the fee simple interest or interests. When more than one person holds such interest or interests in any Living Unit or Proposed Living Unit, all such persons shall be members, and the vote for such Living Unit or Proposed Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Living Unit or Proposed Living Unit.

Class B. The Class B member shall be the Declarant and shall be entitled to two votes for each Living Unit or Proposed Living Unit owned in The Properties, defined in Article II, Section I, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class B membership equal the total votes outstanding in the Class A membership. Thereafter, the Class B member shall be deemed to be a Class A member entitled to one vote for each Living Unit or Proposed Living Unit in The Properties owned by it as defined in Article II.

Class C. Class C members shall consist of the owner(s) of any apartments, who shall be entitled to one vote for every two living units completed.

Class D. Class D members shall consist of all tenants of Living Units, who shall receive all the benefits of the Association but shall not be entitled to vote on any matter brought before the members of the Association.

For purposes of determining the votes allowed under this Section as to unallotted land, the number of proposed living units not yet under construction shall be based on the Echo Lake Village Preliminary Plan as approved by Strongsville City Council on October 19, 1987 by Resolution No. 1987-156, or future revised plans as approved by Council, or preliminary plans prepared by the Declarant or Builders for specific parcels within Echo Lake Village which have been approved by the Planning Commission. When Living Units and Proposed Living Units are counted, the Lot or Lots upon which such Living Units or Proposed Living Units are to be situated shall not be counted. Owners of multi-family rental complexes, including apartments, townhouses and attached single family living units, shall be entitled to votes only for those units completed for which an occupancy permit is available.

Section 3 - Articles and Code of Regulations of the Association. The Articles of Incorporation and Code of Regulations of the Association may contain any provisions not in conflict with this Declaration or any Supplemental Declaration as are permitted to be set forth in such Articles and Code of Regulations by the non-profit corporation law of the State of Ohio as it may be in effect from time to time.

#### ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1 - Members' Easement of Enjoyment. Subject to the provisions of Section 6 of this Article IV, every Member or, instead of said Member, any tenant or lessee thereof who is in



residence upon said Member's Living Unit shall have for himself, his immediate household and guests, as permitted by the Rules and Regulations, a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every lot or living unit.

Section 2 - Title to Common Properties: Duty to Maintain. The Declarant shall retain the legal title to the Common Properties until such time as it has completed the improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same.

Section 3 - Declarant's Duty to maintain Common Properties and Storm Sewers and Swales. The Declarant shall have the duty to maintain the Common Properties, storm sewers, and swales until such time as such improvements are installed, completed, and paid for in full, on any portion of the Common Properties and such portion is turned over to the Association.

Maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for all appurtenances, exterior and interior building surfaces, trees, shrubs, grass areas, driveways, walls, concrete and other improvements in and/or on the Common Properties, storm sewers, and swales.

Section 4 - City's Rights and Authority to Compel Maintenance of Common Properties, Storm Sewers, and Swales. The City, as a Third Party beneficiary, may - although under no obligation or duty to do so - compel compliance with Section 3 or 5 of this Article as the City deems necessary by Court action or any other means.

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

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

Section 5 - Association's Duty to Maintain Common Properties and Storm Sewers and Swales. The Association shall have the same duty to maintain all Common Properties, storm sewers, and swales as does the Declarant, as set out in Section 3 of this Article, after title to the Common Properties has been conveyed to the Association.

Section 6 - Extent of Members' Easements. The rights and easements of enjoyment created by this Article IV shall be subject to the following:

(a) The right of the Declarant, and the Association in accordance with its Articles of Incorporation and Code of Regulations, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage,

the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

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

(c) The right of the Declarant or the Association, as the case may be, in accordance with its Code of Regulations, to adopt uniform rules and regulations governing the use of the Common Properties, and to suspend the enjoyment rights of any Member or tenant or lessee thereof and his household and guests for non-payment of an assessment during any period which such assessments remains in default, or for any infraction of such rules and regulations; and

(d) The right of the Declarant or the Association, as the case may be, to limit the number of guests of Members in or upon the Common Properties or any buildings or facilities located thereon; and

(e) The right of the Association to issue annual permits to Non-Members for the use of all or a part of the Common Properties, at such time and upon such terms as may be determined from time to time at a meeting of the Board by the affirmative vote of a majority of the Board; and

(f) The right of the Association to dedicate or transfer all or any part of the Common Properties to any municipality or any public agency, authority or utility, for such purposes and subject to such conditions as may be determined at a meeting of the Members at which a quorum is present by the affirmative vote of two-thirds (2/3) of the Members present at such meeting or by proxy.

Section 7 - Extension of Privileges. A Member's right of enjoyment in the Common Properties and the facilities located thereon shall extend automatically to all his tenants and all members of their immediate families residing on any portion of The Properties. No guests shall be entitled to such right of enjoyment except as provided in rules and regulations by the Association.

Subject to the rights set forth in Section 6 of this Article IV, the Declarant, each Owner, the City and the Association shall have the non-exclusive right and easement in common to utilize the waterways, courses, storm sewers, drainage pipes and retention basins in, over and upon the Common Properties for the purposes of the drainage of surface waters on The Properties, said rights-of-way and easements being hereby established for said purposes. It shall be the obligation of the Association to properly maintain, repair, operate and control such drainage system existing on the Common Properties.

The Declarant reserves the right to grant easements for the installation and maintenance of sanitary sewers, storm sewers, drainage, and swales to the City of Strongsville.

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

#### ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENT

Section 1 - Creation of the Lien and Personal Obligation of Assessment. Each Owner of any Living Unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed, and owners of rental units within a multi-family complex shall be deemed to covenant and agree to pay the Association: (1) annual assessment or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. In determining the assessment to be paid by apartment owners, each apartment unit shall be assessed as a Living Unit.

No assessments or fees shall be levied against proposed living units.

Section 2 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Members and in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, materials, equipment, management and supervision thereof.

Section 3 - Basis and Maximum of Annual Assessments. The date of commencement of the annual assessment shall be based upon the date which the Common Properties or any portion thereof is conveyed by the Declarant to the Association. The annual assessment shall be \$120.00 per Living Unit. The assessment period shall be based on the calendar year. Within a building encompassing more than one owner-occupied type of Living Unit and where occupancy has occurred, the Builder shall pay fifty per cent (50%) of the annual assessments for each other Unit owned by the Builder. The Board of Trustees shall establish a Budget and set the assessments for each year thereafter.



The Board of Trustees of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4 - Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall have the assent of two-thirds (2/3) of the Board of Trustees.

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

The assessments set out in Sections 3 and 4 above are enforceable as provided by law or under Article V, Section 7 of this Declaration.

Section 5 - Date of Commencement of Assessments. Subject to the provisions of Section 3 of this Article V, the annual assessments provided for therein shall commence on the date (which shall be the first day of a month) fixed by the Board of Trustees of the Association to be the date of commencement.

The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The Assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the annual assessments which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve (12).

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessments.

Section 6 - Duties of the Board of Trustees. The Board of Trustees of the Association shall fix the date of commencement and the amount of the assessment against each Living Unit or Proposed Living Unit for each Assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

Section 7 - Effect of Non-Payment of Assessment.  
Personal Obligation of the Owner; The Lien. Remedies of the Association. If the assessments are not paid on the date when due (being the dates specified in Section 5 hereof), then such assessment shall become delinquent, together with such interest thereon and cost of collection thereof as hereinafter provided.

If an installment of an annual or special assessment is not paid within thirty (30) days after the due date, such delinquent assessment or installment shall bear interest from the due date at the highest rate permitted by law, and the Association may after such thirty (30) day period bring an action at law against the Owner responsible for the payment of such assessment, and may foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessment or installment amount as above provided, together with the costs of the action and reasonable attorney's fees in an amount to be determined by the court.

The personal obligation of the then Owner to pay such assessments shall remain his personal obligation and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

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

Section 8 - Subordination of the Lien to Primary Mortgagee. The Lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage, if any, placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 9 - Exempt Property. The following property shall be exempted from the assessments and liens created herein: (a) All properties to the extent of any easement or other interest therein dedicated to and accepted by the City of Strongsville and devoted to public use; (b) All properties of the City of Strongsville which are exempted from taxation by the laws of the State of Ohio; (c) All Common Properties.

#### ARTICLE VI

Architectural Control. No building, fence, wall or other structure shall be erected, placed, or altered within the properties, until the plans and specifications showing the nature, kind, shape, heights, materials, colors and location of



the same shall have been submitted to and approved by the Declarant in writing to assure harmony of external design and location in relation to surrounding structures, topography, landscape plans, signage types, project and street names, lighting, mail drop locations and structures, etc. Responsibility for Architectural Control as described above will transfer from the Declarant to the Association upon completion of construction of two thirds (2/3) of all Living Units within the Properties, whereupon the Board of Trustees is to establish an Architectural Review Committee composed of which one shall be a practicing architect from an accredited university retain the right to appoint one member Review Committee until all Living Units the Board of Trustees shall appoint a member does not have the credentials architect, then a person possessing retained by the Committee for advice Directors shall then establish rules the Architectural Review Committee shall

#### ARTICLE VII GENERAL RESTRICTIONS

Section 1 - No external or outside antenna of any kind shall be maintained except that an antenna for normal television reception may be used not in excess of 35 feet in height above ground level, provided however that in the event a cable transmission system is available to Owners, said Owners must within 90 days after the availability of such a cable system discontinue the use of the external television antenna and remove the same from the exterior of any Living Unit or Lot.

Section 2 - No sign or other advertising device of any nature shall be placed upon any Lot except for signs placed by the Declarant or by Builders and Developers and approved by the Declarant promoting the development and providing information to Owners and prospective purchasers. "House For Sale" signs may be permitted with the approval of the Board of Trustees.

Section 3 - No Living Unit shall be used for other than residential purposes, except that this restriction shall not apply to dwelling units used as model homes by Declarant, Builders and Developers and as administrative offices of the Association.

Section 4 - No clothing or any other household fabric shall be hung outside of any Living Unit.

Section 5 - No machinery shall be placed or operated upon any Lot except such machinery as is used in maintenance of a private residence.

Section 6 - Fences or walls of any kind may not be erected or permitted to remain on the Property unless approved by the Architectural Control Committee or unless originally constructed by the Declarant or with his written approval.

Section 7 - No dumping is permitted on any part of the Properties unless necessary for construction or improvements and authorized by the Developer or the Board of Trustees of the Association.

Section 8 - No automobile, truck, boat, recreational vehicle, airplane or vehicle of any kind, licensed or unlicensed, may be stored on any street or driveway in or upon the Properties except in the confine of garages or parking areas approved by the Board.

Section 9 - Unless written approval of the Board is given, there will be no discharge of guns, ammunition or explosives. No fishing, hunting, trapping, or poisoning of wildlife is permitted, except for rodent control, or except upon prior written approval of the Board.

Section 10 - No motorized vehicles (mini-bikes, motorcycles, mopeds, etc.) shall be permitted on the all-purpose trails or walkways.

Section 11 - Boating, swimming, fishing, wading or any use requiring entry into the retention basins is prohibited unless expressly approved by the Board. Dumping or refuse or any other form of pollution into the retention basins or surrounding areas is also prohibited.

Section 12 - No above ground swimming pools are permitted on the Properties.

Section 13 - Construction trailers utilized by Builders and/or Developers shall be placed as far off public and private rights-of-way and concealed from view as much as possible. Disturbed areas adjacent to public or private rights-of-way or the Common Properties shall be graded and seeded as soon as possible by the Builder/Developer. Every reasonable effort shall be made by the Builder/Developer to keep the sites clear of debris.

#### ARTICLE VII GENERAL PROVISIONS

Section 1 - Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from date of this Declaration is recorded, after which time said Covenants and Restrictions shall be automatically extended for successive period of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots and Living Units has been recorded, agreeing to terminate said Covenants and Restrictions.

For purposes of meeting the two-thirds requirement, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted. Provided, however, that no such agreement to terminate shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2 - Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3 - Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4 - Binding Effect. Each Grantee accepting a deed, lease or other instrument conveying any interest in a Lot, Proposed Living Unit, or Living Unit, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by this Declaration.

Section 5 - Assignability. The Declarant, its successors and assigns, notwithstanding any other provision herein to the contrary, shall at all times have the right to fully transfer, convey and assign all of its rights, title and interest under this Declaration, provided that such transferee, grantee or assignee shall take such rights subject to all obligations also contained herein.

Section 6 - Amendments. The terms and conditions of this Declaration may be amended, annulled or waived by an instrument in writing recorded in the public records of Cuyahoga County, Ohio, in the following manner and subject to the following conditions:

(a) Until such time as Class B membership shall cease and become converted to Class A membership as described in Article III, Section 2, Declarant, or Declarant's designated successors or assigns, shall have the sole right and power of granting waivers to provisions of this Declaration and amending this Declaration provided no such amendment shall materially and adversely affect the value of existing Living Units or shall prevent a Living Unit from being used by the Owner in the same manner that it was being used prior to the adoption of such amendment.

(b) After Class B membership shall cease and become converted to Class A membership, an amendment, annulment or waiver of any provision hereof shall have been approved at duly called and held meetings by not less than 66-2/3 per cent of the membership present at meetings at which quorums were present in person or by proxy.

(c) In addition to the above, the Declarant and/or the Association shall have the right to amend this Declaration without the consent of any person to correct errors of omission or commission or as required to comply with requirements of any governmental agency or public, quasi-public or private entity, or to bring the Declaration in compliance with the applicable laws, statutes and ordinances.

Section 7 - Special Amendment. Either the Declarant or the Association shall have the right and power to authorize and record a special amendment ("Special Amendment") to this Declaration at any time and from time to time, which amends this Declaration to correct clerical or typographical errors in this Declaration. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant and to the Board to make a Special Amendment on behalf of each Owner, as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, other evidence of obligation, or other

Instrument affecting the Properties and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant and to the Board to vote in favor or make and record Special Amendments.

Section 3 - Severability. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant and Association have hereunto set their hands at Cleveland, Ohio the date and year first above written.

Signed and acknowledged  
in the Presence of:

SUNRISE DEVELOPMENT CO.

By: [Signature]  
Sam Miller, President

[Signature]  
[Signature]

ECHO LAKE COMMUNITY  
ASSOCIATION, INC.

By: [Signature]  
President

[Signature]  
[Signature]  
[Signature]  
[Signature]

By: [Signature]  
Secretary

STATE OF OHIO )  
                  ) SS:  
CUYAHOGA COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named SUNRISE DEVELOPMENT CO., by Sam H. Miller, its President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 21 day of MARCH, 1955.

[Signature]  
Notary Public

NOTARY PUBLIC  
CLERK OF COURT  
CLERK OF COURT