

AMENDED AND RESTATED

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR ECHO LAKE COMMUNITY ASSOCIATION, INC.

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

This Amended and Restated Declaration is made this _____ day of _____, 2016, by Echo Lake Community Association, Inc., an Ohio corporation, hereinafter called "Association".

~~WITNESSETH THAT:~~

~~WHEREAS, Declarant is the owner of 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 lien, 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 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;~~

~~WHEREAS the original Declarant previously imposed covenants and restrictions (the "Initial Declaration") on the Properties as the Declaration of Covenants and Restrictions, dated March 21, 1988 and filed for record in Volume 88-2504, Page 12 of Cuyahoga County Records;~~

WHEREAS Article VII, Section 6(a), (b) and (c) of the Initial Declaration authorize modification of any of the provisions of the Initial Declaration (except as provided therein), the Association intends to modify the Initial Declaration and to substitute for it this Declaration;

NOW, THEREFORE, ~~Declarant~~effective on the date hereof, the Association declares that the real property described in Article II, ~~Section 1 (the "Properties")~~and such additions thereto, as may hereafter be made, pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens contained in this Declaration (sometimes referred to as the "Covenants and Restrictions") hereinafter set forth and further specifies that this Declaration (herein called the "Declaration") shall constitute covenants to run with the land and shall be binding upon the Declarant and its successors and assigns, and all subsequent owners of all other owners of any part of said real property, together with their grantees, successors, heirs, executors, administrators or assigns. The Association may impose a separate and additional declaration of covenants and restrictions applicable only to a Unit Cluster Parcel or a Condominium Property and create a separate ancillary homeowners' association or condominium association to enforce and administer same, but in any event this Declaration shall nevertheless be binding upon such Unit Cluster Parcel and/or Condominium Property with priority and precedence over such separate ancillary declaration. The Initial Declaration and Amendments thereto shall have no further effect after the date hereof except to determine the prior submission of property subject to this Amended Declaration and the provisions of this Declaration shall control with respect to all other matters arising prior to the date hereof.

ARTICLE I

DEFINITIONS

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

(a) "Association" shall mean and refer to ECHO LAKE COMMUNITY ASSOCIATION, INC~~the Echo Lake Community Association, Inc. which is a not-for-profit corporation under the laws of the State of Ohio.~~

(b) Definitions:—The word “City Properties” shall mean and refer to the property described in Article II and any additions made thereto in accordance with Article II.

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

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

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

(f) ~~a defined term~~ “Living Unit” shall mean and refer to any building, or any portion of a building situated upon a Lot, or any unit of Condominium Property and/or Unit Cluster Parcel, situated within the Properties, designed and intended for use and occupancy as follows: a residence by a single family.

(g) “Lot” shall mean and refer to any subplot (whether or not improved with a house) shown upon any recorded subdivision plat of the Properties and any sublots (whether or not improved with a house) which have been formed due to the further subdivision or consolidation of any subplot.

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

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

(j) “Residential Community” shall include and mean the maximum number of Living Units which may be developed upon the Properties pursuant to the provisions of Article II, Section 1 hereof, as said number may be adjusted from time to time pursuant to Article II hereof, including, but not limited to any additional properties which may be added to or made part of the Properties, pursuant to Article II hereof.

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

(l) "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~~these Covenants and Restrictions that the "City" is a third party beneficiary to these Covenants and Restrictions, and has the same authority to administer and enforce these Covenants and ~~Restriction~~Restrictions as they relate to ~~the open spaces~~, Common ~~Properties~~Elements, storm sewers, and swales, and other Easement Areas as more fully set out herein, as does the Association. The City, as a third-party beneficiary to these Covenants and Restrictions and by giving its approval to these documents, shall in no way be deemed to have waived any of its zoning, building or Declaration~~other requirements of ordinances or general law which requirements shall still be binding upon the Properties if they are more restrictive than the requirements set out within these Covenants and Restrictions.~~

~~(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.~~

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~~(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.~~

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~~(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.~~

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ARTICLE II
PROPERTY
PROPERTIES SUBJECT TO THIS THE DECLARATION;
ADDITIONS THERETO

SECTION 1. Existing Property.

~~The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Strongsville, Ohio, and is shown in Exhibit "A" attached hereto and made a part hereof includes the Echo Lake Subdivision and is more particularly described in the Initial Declaration and the amendments thereto adding additional property, which are of record.~~

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

SECTION 2. Additions to Existing Property.

~~_____ The Association may be merged or consolidated with another Association as provided in its Articles, By-Laws or Rules and Regulations. Upon any such merger or consolidation of the Association with another association, its, the Association's~~ 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~~ obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall ~~affec~~ effect any revocation, change or addition to the covenants and restrictions established by this Declaration ~~within The Properties~~ with the Existing Property except as hereinafter provided.

~~Section 4 – Developers. It is the intention 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 at any conflict, the provisions herein shall control.~~

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

~~_____ Section~~ SECTION 1 ~~–~~ Membership.

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

severally liable for the payment of the assessments hereinafter provided with respect to such Lot or Living Unit.

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

SECTION 2. Voting Rights.

~~The Association shall have threetwo classes of voting membership, namely Membership:~~

CLASS A: Class A, ~~Class B, and Class C~~ Members shall be all Members (with the exception of the Owner(s) of any apartments). Class A Members shall be entitled to one vote for each Lot or Living Unit owned by them.

~~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~~ CLASS B: Class B Members shall consist of the ~~owner~~ 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 Lots or 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 owned by them.~~

~~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~~SECTION 3-- Articles and Code of Regulations By-Laws of the Association.

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

ARTICLE IV
PROPERTY RIGHTS IN
RESERVED EASEMENTS UPON 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 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 improvements thereon and until such time as, in the opinion 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 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 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~~SECTION 1. Waterway, Spillway, Retention or Detention Pond.

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

waterway, spillway, retention or detention pond for the benefit of the Properties as may be shown from time to time on any subdivision plat relating to any part of the Properties.

SECTION 2. Access Road.

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

SECTION 3. Landscaping Easement.

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

SECTION 4. Signage Easement.

The Association does hereby reserve the right to create easement(s) upon any one or more Lots, Unit Cluster Parcels and/or Condominium Properties within the first ten (10) feet thereof which abuts a roadway which is appurtenant to any such Lot, Unit Cluster Parcel and/or Condominium Property for the purpose of installing and maintaining signs for the benefit of the Properties.

SECTION 5. Storm and Sanitary Sewer Easement Areas.

The Association may create and grant easements for the installation and maintenance of sanitary sewers, storm sewers, drainage, and swales to the City of Strongsville.

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

areas are accepted by the City of Strongsville and which the City of Strongsville has formally undertaken to maintain. The City of Strongsville ~~shall have~~has the right to enter upon and ~~across~~cross each ~~lot~~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~~easements.

SECTION 6. Public Utility Easements.

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

SECTION 7. Members' Easements of Enjoyment.

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

SECTION 8. Extent of Membership Easements.

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

(a) The right of the Association in accordance with its Articles and By-Laws to borrow money for the purposes of improving the Common Elements and in aid thereof to mortgage said Common Elements. In the event of a default upon any such mortgage, the lender's rights thereunder shall be limited to a right, after taking possession of such Common Elements, to charge admission and other fees as a condition to continued enjoyment by the

Members, and, if necessary, to open the enjoyment of such common Elements to a wider public until the mortgage debt is satisfied, whereupon the possession of such Common Elements shall be returned to the Association and all rights of the Members thereof shall be fully restored; and

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

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

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Elements; 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 Elements when and upon such terms as may be determined at a meeting of the Members by the affirmative vote of the Members entitled to exercise two-thirds (2/3) of the voting power of the Association; and

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

SECTION 9. Common Element Maintenance Obligations.

The Association shall maintain all common elements. 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 Elements.

SECTION 10. City as Third-Party Beneficiary.

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

ARTICLE V

COVENANT FOR MAINTENANCE ~~ASSESSMENT~~ASSESSMENTS

~~Section~~SECTION 1— Creation of the Lien and Personal Obligation of Assessment. Each Assessments.

The Association, for each Lot with a house thereon or a Living Unit within the Properties owned by the Declarant and leased to or rented to another person, hereby covenants and each Owner of any Lot or Living Unit by acceptance of a deed ~~therefore~~herefor, whether or not it shall be so expressed in any such deed, ~~and owners of rental units within a multi-family complex or other conveyance,~~ shall be deemed to covenant and agree to pay to the Association: ~~(1)~~

(a) An annual assessment ~~or charges; (2)~~for the operation of the Association, the continued operation, maintenance and repair of the Common Elements, and for the Association's performance of its other functions and responsibilities; and

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

(c) Special assessments for improvements or other capital expenditures, for emergency, operating, maintenance or repair costs, and for other costs and expenses not anticipated in determining the applicable annual assessment. Each assessment shall be the same amount for each such Lot or Living Unit.

Each such Lot with a house thereon, and each such Lot or Living Unit owned by any other Owner, shall be subject to a lien in favor of the Association securing any and all unpaid annual ~~and~~ special assessments ~~for capital improvements, such assessments to be fixed, established and collected from time to time,~~ as hereinafter provided. ~~The~~All annual and special assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge ~~on the land and shall be~~ upon such Lot or Living Unit and if not paid within thirty (30) days ~~after their due date, the Association shall have~~ a continuing lien upon the ~~property against~~ Lot or Living unit for which ~~each~~ such assessment ~~is made~~ has not been paid, subject to automatic adjustment for subsequent assessments. Each such assessment, together with such interest and late fees thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the ~~time~~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~~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.~~

~~The due date if 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 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.~~

SECTION 3. Annual Assessments.

~~The annual assessment shall be determined by the Directors of the Association and levied annually by the Association prior to the date of the annual meeting of the Members, in such amounts as in its discretion shall be reasonably necessary to meet expenses anticipated during the ensuing year and to accumulate reasonable reserves for anticipated future operating or capital expenditures as required by statute, unless the requirement for a reserve is waived on an annual basis by a majority of the voting power of the Association.~~

SECTION 4. Special Assessments.

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

SECTION 5. Due Dates of Assessments: Defaults.

~~The due date of the annual assessments shall be March 31 in each year. The due date of any special assessment or installment thereof shall be fixed in the Resolution of the Members authorizing such assessment, and written notice of such special assessment or installment thereof shall be given to each Owner subject thereto at least sixty (60) days in advance of such due date.~~

~~If an Owner is in default in the payment of any charges or assessments imposed by the Association for ten (10) days, the Board of Directors may bring suit for and on behalf of themselves and as representatives of all of the Owners, to enforce collection thereof or to foreclose the lien therefor as provided in the Declaration; and, there shall be added to the amount due, the cost of said suit together with a monthly penalty fee of \$10.00 and interest at the rate of~~

eight percent (8%) interest and reasonable attorney's fees as incurred by the Association. To the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquency and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the ownership of the Owner involved when payable and may be foreclosed by action brought in the name of the Board of Directors as in the case of foreclosure of liens against real estate, as provided in the Declaration. Any mortgagee shall be entitled to written notice of such failure to pay such assessment.

_____The Association may file in the office of the County Recorder a Notice of Lien to evidence any delinquent assessment ~~efor~~ 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~~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 — SECTION 6. Statement of Unpaid Assessment of Charges.

Any prospective grantee or mortgagee of a fee or undivided fee interest in a Lot or Living Unit may rely upon a written statement from the President, Vice President or Treasurer of the Association setting forth the amount of unpaid assessments or charges with respect to such fee or undivided fee interest. In the case of a sale of any such interest, no grantee shall be liable for, nor shall the interest purchased be subject to a lien for, any unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement; nor shall the membership privileges of such grantee (or his household or guests) be suspended by reason of any such unpaid assessment. In the case of the creation of any mortgage, any lien of the Association for unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement shall be subordinate to such mortgage.

SECTION 7. Exempt Property.

_____The following property shall be exempted from the assessments and ~~liens~~lien created herein:

_____ (a) _____ All properties to the extent of any easement or other interest therein dedicated ~~to~~ and accepted by the ~~City of Strongsville~~local public authority and devoted to public use;

(b) The Common Elements as defined in Article I, Section 1 hereof;

(c) All properties of the City of Strongsville which are exempted from taxation by the laws of the State of Ohio; ~~(c) All Common Properties.~~

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

SECTION 8. Association's Duty of Maintenance and Repair.

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

SECTION 9. Rights of City.

After the transfer of title to the Common Elements 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 Elements, on the Living Units within the Properties or the real property on which said Living Units are located, on an equitable basis to be determined by the City.

ARTICLE VI

ARTICLE VI

PROTECTIVE COVENANTS

SECTION 1. Land Use.

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

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

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

SECTION 2. Architectural Control.

(a) No building, fence, wall, deck, pool, patio or other structure shall be commenced, erected, placed, or altered within the properties, or maintained upon any Lot or Living Unit except as hereinafter provided.

No exterior addition to or change or alteration therein shall be made until the plans and specifications showing the nature, kind, shape, heights, materials, colors and location of the same ~~shall~~ (the "Plans") have been submitted to and approved ~~by the Declarant~~ in writing as to assure harmony of external design and location in relation to surrounding structures, topography, structure and topography by the Board of Directors of the Association. Notwithstanding anything to the contrary herein, construction of a detached single family house must have at least 1,500 square feet of living area for a one-story home, and 2,500 square feet for a home in excess of one story and in any event, all one-story detached single family homes must have a minimum of 6/12 roof pitch. Said plans must be submitted with information as to exterior color, materials used, front door selection, roof color and garage door design, etc. No such limitations contained herein shall be applicable to Unit Cluster Parcels or Condominium Properties. In the event the Board of Directors fails to approve or disapprove such design and location within thirty (30) days after said Plans have been submitted, the request shall be deemed to have been denied and the Plans disapproved.

Neither the Association nor the Board of Directors shall bear any responsibility of ensuring the marketability, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other government requirements. Neither the Association, the Board of Directors, nor Member of either of the foregoing shall be held liable for any injury, damages or loss arising out of the manner of quality of approved construction on or modifications to any dwelling or other structure.

Antennas, defined as any device used for reception of audio or video programming services, including direct broadcast satellite (DBS), fixed wireless signals, television broadcast, multi-print distribution service (MDS), AM, FM or satellite broadcast, a reception antenna that

has limited transmission capability designed for the viewer to select or use video programming provided it meets Federal Communications Commission standards for radio frequency emission, that have a height of less than ten (10) feet from the roofline of the Living Unit, and may be installed only as permitted through antenna rules, authorized through this paragraph to be adopted by the Board of Directors. Antennas for HAM radio signals are prohibited. The antenna rules shall be enforced in the same manner as the Covenants and Restrictions of the Declaration are enforced. Notwithstanding any contrary provision to these Covenants and Restrictions, any restriction of the items described in this paragraph by these Covenants and Restrictions or by any rules of the Board of Directors shall not be more restrictive than permitted under any Federal statute or any rule of the Federal Communications Commission.

(b) Not in limitation of the foregoing, the Board of Directors may, but is not obligated to, approve screening improvements (only on property lines and with such dimensions and designs and constructed of such materials as it deems appropriate, which do not enclose any area) on Lots, on Common Properties or on Unit Cluster Parcels which are adjacent to real estate which is not subject to these covenants and restrictions.

SECTION 3. Nuisances.

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

SECTION 4. Accessory or Detached Structures.

No temporary or permanent buildings or structures (including, without limitation, tents, shacks, play systems and storage sheds) shall be erected or placed upon any Lot or Living Unit without the prior approval of the Board of Directors of the Association. No such building or structure nor any trailer, tent, shack, garage, barn or other building shall be used on any Lot or Living Unit at any time as a residence either temporarily or permanently.

SECTION 5. Fences.

No fencing shall be erected or placed upon any Lot or Living Unit without the prior approval of the Board of Directors of the Association. Fences must not exceed six (6) feet in height and all aspects of installation must in accordance with city building codes. The following fencing materials are not permitted: chain link; chicken wire. Temporary or non-permanent fencing is not permitted.

SECTION 6. Garage and Parking Facilities.

Every detached single-family residence shall include or have provided for it, on the Lot or Living Unit on which it is located, an attached garage sufficient to store at least two full-size

passenger automobiles, and an accessory concrete driveway with the capacity to hold at least two full-size passenger vehicles. No such garage shall be converted by alteration or use so as to diminish its area below that required for such purpose unless in conjunction with such conversion a garage with equivalent space is provided and approved under the provisions of Section 2 of this Article VI.

SECTION 7. Storage and Parking of Vehicles.

No commercial vehicle, truck, tractor, recreational vehicle, mobile home or trailer (either with or without wheels) or any other transportation device of any kind except as hereinafter provided shall be stored or kept within the Properties. Automobiles may be stored in a garage. If an automobile is then registered with the Ohio Bureau of Motor Vehicles and is without governmental, commercial or not-for-profit agency logos, lettering or other symbols or designs, the automobile may be parked in a driveway when incidental to the residential use of the Lot or Living Unit to which the driveway is attached. Boats and travel trailers when incidental to the residential use of any Owner may be stored in a garage upon the Lot or Living Unit to which the garage is attached. Commercial, governmental or not-for-profit agency vehicles of any nature may be stored or parked in a garage when incidental to the residential use of the Lot or Living Unit to which the garage is attached. "Automobiles" shall include vans, pickup trucks and sport utility trucks having a load capacity of less than 1.5 tons.

Subject to the Rules of the Association, vehicles otherwise permitted to be parked within visitor or guest parking spaces shall not be parked within any guest or visitor parking spaces anywhere within the Common Elements for more than three (3) consecutive days no more often than three (3) times per calendar year; provided, however, that this restriction shall not apply with respect to any Unit Cluster Parcel or Condominium Property, the restrictions applicable to which address the use of visitor or guest parking spaces.

Subject to the Rules of the Association, recreational vehicles, moving trucks or other trailers (except boat trailers) may be parked for a period of time not to exceed forty-eight (48) hours for purposes of loading and unloading, provided the Owner notifies the Board in advance of the temporary parking. Any such vehicle that is temporarily parked shall not be permitted to block the roadways.

SECTION 8. Signs.

No signs of any kind shall be displayed to the public view by the Owner on any Lot or Living Unit except one sign of not more than five (5) square feet advertising the property for sale, advertising a garage, moving or similar sale, or signs for thirty (30) days leading up election days.

SECTION 9. Oil and Mining Operations.

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

SECTION 10. Livestock, Poultry, Exotic and Other Animals.

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

Pets shall not be left unattended on any Common Property owned by the Association. Any waste left behind by a pet on any Common Property, Lot or Living Unit shall be cleaned up immediately. All animals must be leashed and controlled by a responsible person when outside of a Lot or Living Unit unless the animal is within a fenced-in yard or is contained by an “invisible”, electronically controlled fence. The Association shall have the authority, upon five (5) days written notice to the Owner, to remove any animal that is not properly contained or controlled by its owner, any animal that bites another animal or human, or any animal that has otherwise become a nuisance to the Association community at large.

SECTION 11. Garbage and Refuse.

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

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

As used in this Section 10, “junk” shall mean abandoned, inoperable, partially dismantled or wrecked vehicles of any kind, whether motor vehicle, automobile, motorcycle, emergency vehicle, school bus, bicycle, construction equipment of all types, agricultural equipment of all types, box trucks, box trailers, flatbed trailers, semi-tractor cabs and trailers, all railroad or trolley equipment, aircraft, lighter-than-air-craft, watercraft of all types, or any other form of device for the transportation of persons or property; and without limiting the generality of the foregoing, with respect to any automobile or other transportation device of any kind the operation of which requires issuance of a license by the United States Government or any agency thereof or by the State of Ohio or any agency or political subdivision thereof, any such automobile or other transportation device shall be deemed to be junk unless a current valid license has been issued for the operation of such automobile or other transportation device and (if required by law) is displayed upon such automobile or other transportation device.

SECTION 12. Mowing.

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

SECTION 13. Sight Distance at Intersections.

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

SECTION 14. Land Near Parks and Water Courses.

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

SECTION 15. Exterior Maintenance.

The Owner of each Lot or Living Unit shall provide reasonable exterior maintenance or replacement upon each such Lot or Living Unit as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, foundations, footings, decks, fences,

storage buildings, trees, shrubs, grass, drains, catch basins, sewers, traps, driveways, sidewalks and all other exterior improvements.

SECTION 16. Easements.

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

SECTION 17. Lawn Ornaments and Lighting.

Notwithstanding any contrary provisions of this Declaration, no more than three (3) lawn ornaments may be located on a Lot and no lawn ornaments may be located within less than five (5) feet of any boundary of a Lot and no lawn ornament may be greater than three (3) feet high nor more than three (3) feet wide nor more than three (3) feet deep.

A “lawn ornament” shall include statues, ornaments, and all other objects and structures (except for buildings authorized pursuant to this Declaration and approved by the Association, and except for landscaping installed by the Association.) Unless installed by the Association, no mechanical devices, electronic devices, lights, or illuminated or self-illuminated objects may be located at any time on a Lot, outside a Living Unit, except for traditional holiday lighting and illuminated or self-illuminated decorations that may be located on a Lot from June 15 through July 15 and from October 1 through January 31 and decorative landscaping illumination that may be located in landscape plans, signage types, project and street names, lighting, mail drop locations and structures, etc. Responsibility for Architectural areas year round.

SECTION 18. Post Lamps.

Notwithstanding any provision to the contrary in the Declaration, as amended, each Home Site Owner shall be solely and exclusively responsible for all repair, replacement and maintenance of the post lamp located within the Lot, or, in the event the post lamp is not located within the Home Site Owner’s Lot, the post lamp that serves the Lot regardless of whether the

post lamp is in an area otherwise dedicated as a Common Element. Post lamps are to be turned on from dusk until dawn for the safety and security of the Association Membership.

SECTION 19. Driveways.

Notwithstanding any provision to the contrary in the Declaration, as amended, each Home Unit Owner shall be solely and exclusively responsible for any and all repair, replacement and maintenance of the driveway located within the owner's Home Site and the extension of the driveway located on Common Elements.

SECTION 20. Irrigation Systems.

Notwithstanding any provision to the contrary in the Declaration, as amended, each Home Site Owner shall be solely and exclusively responsible for all repair, replacement and maintenance of any irrigation system installed by the Home Site Owner (or a predecessor in title to the Home Site Owner) within the Home Site Owner's Lot and any extension of said irrigation system on Common Elements or public right-of-way. The foregoing provisions shall not be deemed to authorize the installation or extension of an irrigation system on Common Elements.

SECTION 21. Electric Fences and Pet 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~~Devices.

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— Not in limitation of any other prohibition, no electrified fence (whether above or below ground) or other pet control devices, herein called "Electric Fences", may be installed or maintained on any Lot unless the entire Electric Fence and all related appliances are underground or located within the Living Unit. The term "Electric Fences" shall include, but not be limited to, any fence or other appliances intended for the purpose of restraining animals or the demarcation of an area to which pets are or are intended to be restricted.~~

SECTION 22. Clothes Lines.

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~~—SECTION 23. Recreational Activities in Water Courses.

Boating, swimming, fishing, wading or any use requiring entry into the retention basins or other Association owned water courses is prohibited unless expressly approved by the Board. Dumping ~~or of~~ refuse or any other form of pollution into the water courses, retention basins or surrounding areas is also prohibited.

~~SECTION 12~~—24. Swimming Pools.

No above ground swimming pools are permitted on the Properties.

SECTION 25. Occupancy Restriction.

No person whose name appears on the state registry of sex offenders and child-victim offenders as Tier I, Tier II and/or Tier III offenders, or any other future equivalent classifications, including those whom the county sheriff or other entity must provide community notification, is permitted to establish a residence, occupy, enter on or maintain a residence within any Living Unit or on any Lot within the Properties of the Association.

The Association may seek to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, any breach of this prohibition. If any Member (either by his/her own registration or by the registration of any resident, occupant, guest or tenant) shall breach this sex offender prohibition, said Member shall pay to the Association, in addition to any other sums due, all costs and expenses incurred by the Association in connection with the enforcement of this provision, including reasonable attorney fees and court costs. Said costs and expenses shall be charged as an Assessment against said Member. The Association, in addition to all other remedies available, shall have the right to place a lien upon the estate or interest of said Member as further explained and set forth in this Declaration.

This prohibition shall not be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur. This prohibition does not impose a duty on the Association to monitor the state registry of sexual offenders maintained under the Ohio Revised Code, nor is the Association liable to any Owners, Occupants, guests or any person visiting any Owners or Occupants of the Association for the Association's alleged failure to enforce this provision, whether negligent, intentional, or otherwise.

SECTION 26. Correction by Association of Breach of Covenant.

The Board of Directors may impose reasonable enforcement assessments for violations of the Declaration, Bylaws, and Rules of the Association and reasonable charges for damage to the common elements or other property of the Association.

- a. Prior to imposing the enforcement assessment or charge for damages, the Board must give the unit owner written notice including all of the following:
 1. A description of the property damage or violation;
 2. The amount of the proposed charge or assessment;
 3. A statement that the owner has a right to a hearing before the Board of Directors to contest the proposed charge or assessment;
 4. A statement setting forth the procedures to request a hearing (outlined in (e) below); and
 5. A reasonable date by which the unit owner must cure the violation to avoid the proposed charge or assessment.
- b. The Board cannot levy the charge or assessment before holding any hearing if it is requested.
- c. A reasonable time to cure the violation may be given before imposing the charge or assessment.
- d. Within thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Association shall deliver a written notice of the charge or assessment to the unit owner. This notice may be delivered to the unit owner or any occupant of the unit by personal delivery, certified mail, return receipt requested, or by regular mail.
- e. To request a hearing the owner shall deliver a written notice to the Board not later than the tenth (10th) day after receiving the above notice. If the owner fails to make a timely request for the hearing, the right to the hearing is waived, and the Board may immediately impose the charge for damages or the enforcement assessment. If a unit owner requests the hearing, at least seven (7) days prior to the hearing the Board shall provide the unit owner with a written notice that includes the date, time and location of the hearing.

SECTION 27. Additional Remedies for Breach of Covenant and Restrictions.

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

Notwithstanding any provision to the contrary, if the Association takes any action to collect any said Assessments, a Special Assessment, or to enforce the provisions of this Declaration or any rules of the Association, including, but not limited to an action at law, it shall be entitled to recover its reasonable costs and expenses of such action, including but not limited to attorney's fees, administrative expenses incurred by the Association and interest from the due

date at the Wall Street Journal prime rate plus three (3%) per annum, or such other rate as may be set by the Board of Directors.

In addition, any Owner who is in violation of any covenant hereof or any rules of the Association, as determined by the Board of Directors of the Association shall be prohibited from the use of or receipt of any benefits with respect to the Common Elements or any portion thereof as determined by the Board of Directors.

ARTICLE VII

~~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 impossible by the Builder/Developer. Every reasonable effort shall be made by the Builder/Developer to keep the sites clear of debris.~~

ARTICLE VII

DURATION, WAIVER AND MODIFICATION

SECTION 1. Duration and Provision for Periodic Modification.

The covenants and restrictions of this Declaration and any Supplemental Declaration shall run with the land and shall inure to the benefit of and be enforceable by and against the Association, and any other Owner and their respective legal representatives, heirs, devisees, successors and assigns until December 31, 2040, after which time, said covenants and restrictions shall be automatically renewed for successive periods of five (5) years each unless modified or canceled. Any such cancellation shall be effective on the last day of the then current term or renewal term if approved at a meeting of the Members by the affirmative vote of Members entitled to exercise three-fourths (3/4) of the voting power of the Association, provided that such meeting shall be held at least one (1) year in advance of such effective date, and written notice of such meeting shall be given to each Member at least sixty (60) days in advance of the date of such meeting, stating that such cancellation will be considered at such meeting. Promptly following the meeting at which such cancellation is enacted, the President and Secretary of the Association will execute and record an instrument reciting such cancellation.

SECTION 2. Other Modifications.

The covenants and restrictions of this Declaration may be modified by a vote of the Members at a meeting held for that purpose or by written ballot outside of a meeting, provided any modifications or amendments are approved by the affirmative vote of Members entitled to exercise two-thirds of the voting power of the Association. If the amendments are to be voted

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on at a meeting, written notice shall be given to every Member at least sixty (60) days in advance of the date of such meeting stating that such modification will be considered at such meeting. If amendments are to be voted on by written ballot outside a meeting, Members shall have at least sixty (60) days to return any such ballot. Promptly following the meeting at which such modification or cancellation is enacted or at a Board meeting where ballots are counted, the President and Secretary of the Association shall execute and record an instrument reciting such amendment.

SECTION 3. Duration of Common Elements Obligations.

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

ARTICLE VIII

GENERAL PROVISIONS

~~Section 1—Duration.— The Covenants and Restrictions of this Declaration shall run with and bind the land, and inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, 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.~~ SECTION 1. Notices.

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

~~Section 3—SECTION 2. Enforcement.~~

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

Section 4—SECTION 3. Binding Effect.

Each Grantee accepting 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 8—SECTION 4. 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~~ Echo Lake Community Association ~~have hereunto set their hands at Cleveland, Ohio the date and year first above written,~~ Inc., has, by its authorized officers, executed this Declaration this _____ day of _____, 2016.

Signed and acknowledged

In the presence of: _____ SUNRISE DEVELOPMENT CO.

By: _____

Sam Miller, President

ECHO LAKE COMMUNITY

_____ ASSOCIATION, INC.

By: _____

By: _____

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 21st day of March, 1988.

Notary Public

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

By: _____
Thomas Rakowsky, President _____ Secretary

STATE OF OHIO

↓ SS:

COUNTY OF CUYAHOGA

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named ECHO LAKE COMMUNITY ASSOCIATION, INC., by Robert L. Dyer, its President, and Neil F. Brennan, its Secretary, by and through _____ and _____ its authorized _____, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed individually and as such ~~officers~~ Officers and the free act and deed of said ~~corporation~~ Corporation.

____ IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at ~~Cleveland,~~
~~Ohio,~~ _____, this ~~21st~~ _____ day of ~~March,~~
~~1988~~ _____, 2016.

_____ Notary Public

This Instrument Prepared By:
Steven M. Ott, Esq.
Lindsey A. Wrubel, Esq.
Ott & Associates Co., LPA
1300 East 9th St., Suite 1520
Cleveland, OH 44114
(216) 771-2600

