



Our objective is to maintain Country View Estates as a very nice place to live. In order to accomplish this, we have established the attached Declaration of Easements, Covenants and Restrictions. They take into consideration the health, safety, welfare and comfort of all residents.

Each Homeowner will be a member of the Master Association and will be responsible for paying a yearly assessment. This assessment goes towards the maintenance and upkeep of the common areas owned by the Association.

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

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COUNTRY VIEW ESTATES SUBDIVISION

DECLARATION OF EASEMENTS, COVENANTS, & RESTRICTIONS

DECLARATION, made as of this 17th day of October, 2006, by Signature of Sharon LLC, an Ohio limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in the attached Exhibit A, and being platted as a Subdivision in Brimfield Township, Portage County, Ohio known as Country View Estates Subdivision (herein the "Subdivision") as recorded in Plat 2006-89;

NOW, THEREFORE, Declarant declares that each Lot (hereafter defined) in the Subdivision shall be held, sold and conveyed subject to the following easements, covenants, restrictions and conditions, which are hereby made to protect the value of the Subdivision and all additions thereto, and which shall run with the Lots and be binding on all parties having any right, title or interest in the Lots, and on their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. It shall be an express requirement in the drafting of any deeds conveying such Lots that the deeds must incorporate these easements, covenants, restrictions and conditions by reference.

1. **DEFINITIONS.**

Whenever used herein, and in any amendments or supplements hereto, unless the context otherwise requires, the following words shall have the meanings herein stated:

1.1 "Architectural Review Board" means a committee appointed by the Board to review plans and specifications for improvements made and to be made on the Lots, when that function is no longer performed by Declarant. Its decisions may be appealed by the proponent of an improvement or by any opponent who is an Owner to the Board.

1.2 "Assessments" means the charges payable by owners pursuant to Paragraph 4 of this Declaration.

1.3 "Association" means Signature of Sharon Homeowners Association, an Ohio nonprofit corporation, its successors and assigns.

1.4 "Board" and "Board of Trustees" means the Board of Trustees of the Association.

1.5 "Builder(s)" means any person to whom a vacant Lot is conveyed by Declarant. Declarant may also be a builder.

1.6 "Bylaws" means the Bylaws of the Association.

1.7 "Lot" means any Sublot shown on the Plat.

BONNIE M. HOWE
PORTAGE CO. RECORDER

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1.8 "Member" means any Member of the Association, being the Declarant and other Owners, as may be further defined in the Articles of Incorporation of the Association.

1.9 "Occupant" means a natural person who lives in a dwelling constructed on a Lot.

1.10 "Owner" means the record owner, whether one or more persons, of a fee simple title to any Lot which is a part of the Subdivision, excluding those having such interest merely as security for the performance of an obligation. "Owner" includes a person owning a life estate or a lease having an initial term of fifty years or more. It does not include a person owning a remainder or reversionary interest to a life estate or to a lease with an initial term of fifty years or more.

1.11 "Person" means a natural person or corporation, partnership, limited partnership, limited liability company, trust or other entity.

1.12 "Plat" means the plat of the land described on EXHIBIT A, that will be filed for record to create Signature of Sharon Subdivision, Phase I, and the plat(s) of any additional lands added to the Subdivision by Declarant from time to time.

1.13 "Subdivision" means the real property in Brimfield Township, Portage County, Ohio, described on EXHIBIT A, that is being subdivided by a plat and any additional lands hereafter added to property and subjected to this Declaration by Declarant, from time to time. As used herein the word "Subdivision" does not mean the dedicated and accepted public right-of-ways, even though they lie within the description contained on EXHIBIT A.

1.14 "Trustees" means the Trustees, or members, of the Board.

2. FORMATION OF ASSOCIATION.

2.1 The Association shall be formed by Declarant not later than such time as record title to one of the Lots, on which a house has been constructed, is conveyed to a bona fide purchaser and occupied.

3. MEMBERSHIP AND VOTING RIGHTS.

3.1 Membership.

Every Owner of a Lot which is subject to this Declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3.2 The Classes.

The Association shall have two classes of voting membership:

Class A -

Class A Members shall be all Owners, except Declarant during the period Declarant is a Class B Member, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest as an Owner in a Lot, all such persons shall be Members. The vote for each Lot shall be exercised as the

Owners thereof determine, but in no event shall more than one vote be cast with respect to any Lot. If one or more of several Owners of a Lot appear at a meeting by proxy or otherwise such Owner or Owners that appear may exercise all of the vote of the Lot. If two or more persons own an undivided ownership interest in a Lot, and are unable to agree on how their vote for the Lot shall be made, each Owner present, in person or by proxy, shall be entitled to exercise that fraction of one vote equal to the Owner's fraction of ownership interest in the Lot. Persons holding ownership by joint and survivorship shall be considered to have an interest of one over the number of joint and survivorship interests.

Class B -

There shall be only one Class B Member, who shall be the Declarant, unless Declarant has expressly assigned Declarant's rights as Declarant to a person in respect to any particular Lots or land that is subject to this Declaration, in which case there may be more than one Declarant. Declarant shall be entitled to ten votes for each Lot owned by Declarant. The Class B Membership shall cease and, to the extent Declarant owns any Lots, be converted to Class A Membership on the happening of whichever the following events is first to occur:

- (a) Fifteen years from the date of this Declaration; or
- (b) Declarant does not own any Lots.

If Declarant's membership ceases because Declarant no longer owns any Lots, Declarant's membership as a Class B Member may be reinstated if Declarant adds more land, with Lots, to the Subdivision and subjects it to this Declaration.

4. ASSESSMENTS.

4.1 Obligation to Pay Assessments.

The Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the Assessments and charges provided for in this Paragraph 4. All Assessments, together with interest, late charges, costs, and reasonable attorney fees, shall be a charge and continuing lien upon the Lot against which each Assessment is made. Each Assessment, together with interest, late charges, costs and reasonable attorney fees, shall also be the joint and several personal obligation of each Person who had an ownership interest of such Lot at the time the Assessment fell due. The words "Assessment" and "Assessments" when used herein shall mean the Assessment and all interest accrued thereon, all late charges, all costs and all attorney fees incurred in connection with the collection or advice given in respect to any delinquent Assessment, even though the words interest, late charge(s), costs and attorney fees may not herein be used with the word "Assessment" or "Assessments." The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them; but the Lot shall continue to be liable for payment of the Assessment.

4.2 Purpose of Assessments.

The Assessments levied by the Association shall be used to operate and maintain the

Association, to promote the health, safety and welfare of the Owners and Occupants in the Subdivision, to pay for the such maintenance and repairs as may be the responsibility of the Association, to enforce the covenants, restrictions and conditions of this Declaration, and to otherwise carry out all incidental and related duties of the Association.

Without limiting the foregoing, Assessments shall be levied and used for the following purposes:

- Maintenance of landscape areas and signage as provided herein, as well as landscaping and mowing to the extent that the same may be the responsibility of the Association.
- Payment of operating expenses and management fees to the management companies;
- Fees and expenses of professionals hired to assist and counsel the Declarant, Trustees and Association in carrying out the duties imposed on them by this Declaration;
- Costs, expenses, and fees incurred by any Committees of the Association, such for example, as the Architectural Review Board (or the Declarant when acting in the capacity of such Architectural Review Board), and the fees of any professionals hired by such Committees or the Declarant when acting in the capacity of such Architectural Review Board;
- Insurance for the Association, its Trustees, Committee members, Architectural Review Board members, agents, and employees;
- Utilities such as electricity or gas for community lighting or relating to signage.

4.3 Uniform Rate of Assessment.

Except as otherwise provided in Paragraph 4.4 below, all Assessments must be fixed at a uniform, that is, equal, rate for all Lots other than those described in Paragraph 4.4 below, and may be collected on a monthly basis, on an annual basis, or on such other basis as the Board determines from time to time.

4.4 Declarant Lots.

Lots owned by Declarant shall not be subject to any Assessment until dwelling houses in which Persons are living, have been constructed on them.

4.5 Commencement of Assessments; Due Dates.

(a) Once each year after the Association is formed and organized by an election of a Board of Trustees and officers, the Board shall prepare or cause to be prepared and shall adopt a budget for the operation of the Association during an ensuing 12-month or lesser period. The amount determined to be needed by such budget shall be allocated and assessed equally against all Lots, except those Lots described in Paragraph 4.4 above. The Board may adopt a calendar or fiscal year for the purpose of establishing a budget and may if it wishes, change such fiscal or calendar year from time to time. As provided in Paragraph 4.3 above the Board may require the Assessment to be paid on a monthly, annual or other basis. The Board may also determine the due date by which such payments shall be made. The failure of the Board to prepare and adopt a budget for any year or to fix the amount of an Assessment for

an ensuing year shall not relieve the Owners from paying the Assessment when established by the Board. If the Board should fail to prepare and adopt a budget, the Assessment applicable for the preceding year and the time or times for its payment shall be applicable for the ensuing year and shall be paid by the Owners until the Board determines a new Assessment. The Board may increase or decrease an annual Assessment in a course of a year for sound business reasons.

(b) At the time of closing of the initial sale of any Lot by the Declarant, whether to a Builder or to a private owner, the purchaser of such Lot shall be assessed the sum of Two-Hundred and Fifty and 00/100 Dollars (\$250.00) as such purchaser's annual General Assessment for the balance of that year. This Assessment shall be a flat assessment imposed without regard to the date of the closing of the Lot sale, and shall stand as the purchaser's contribution for that year for the Annual General Assessment.

4.6 Assessments Before Adoption of Budget.

Prior to the adoption of a budget by the Board each Owner of a Lot, including Builders, but excluding Declarant, shall pay to Declarant or a managing agent hired by Declarant on the first day of each month the amount Declarant determines from time to time necessary to pay for the matters described in Paragraph 4.2, above. Declarant shall, either itself, by a managing agent hired by Declarant, or by others, use the Assessments collected for the purposes described in said Paragraph 4.2. Whether or not the Association has been formed, and regardless of the voting rights provided for herein, in the Articles of Incorporation of the Association or in the Bylaws, Declarant may exercise all of the powers and authorities of the Board and Association contained in this Section 4 until whichever of the following is first to occur: (a) no Declarant owns a Lot or (b) fifteen years after the date of these Declarations. After the Association is formed and organized, Declarant may, but shall not be obligated to, waive such right to exercise the powers and authorities of the Board and Association, in which case the Board shall then prepare, adopt a budget, and make Assessments in such amounts as it determines necessary in accordance with Paragraph 4.5. If Declarant is dissatisfied with the manner in which the Board and Association act, Declarant may supersede the acts and directions of the Board and again exercise all powers, duties, and authorities of the Board and Association at any time and from time to time until whichever of the foregoing is first to occur, namely (a) no Declarant owns a Lot or (b) fifteen years after the date of these Declarations.

4.7 Assessment Certificates.

The Association shall, upon written demand, and for a charge established from time to time by the Board, furnish a certificate signed by an officer of the Association setting forth whether the Assessments of a specified Lot have been paid, to what extent the Board or managing agent believe they are delinquent, and what amount the Board claims is due. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

4.8 Effect of Nonpayment of Assessments and Remedies of the Association.

Any Assessment not paid within 10 days after its due date (as fixed by the Board) shall bear interest from the due date at the rate of twelve percent (12%) per annum; PROVIDED, HOWEVER, that if such rate of interest should be usurious, then the rate shall be the highest rate that may be charged without being usurious. Any Lot that has an Assessment or interest not paid within 10 days after its due

date shall, also, be automatically assessed a late charge of Twenty-Five Dollars (\$25.00) a month for each month that an Assessment, interest or accrued late charge remains delinquent. The late charges shall accumulate but not bear interest. The Association may bring an action at law against the Owner(s) personally obligated to pay any Assessments. The Association shall also have a lien on such delinquent Owner's Lot(s) in the amount of the delinquent Assessment which, as stated in Paragraph 4.1, shall include interest, late charges, reasonable attorneys fees, and the estimated costs to establish, enforce and collect the amounts due ("ASSESSMENT LIEN"). If the Association deems it advisable it may file an Affidavit of Assessment Lien, pursuant to O.R.C. § 5301.252, with the Portage County Recorder setting forth the name of the delinquent Owner, a description of the Lot, the amount of the delinquency, and such other facts as may be necessary to show of record the Association's lien upon and interest in the Lot which was created upon the failure of the Owner to pay the Assessment due on time. The Owner shall be obligated to pay, and the Assessment Lien shall be deemed to have included within it, all interest, all late charges, and all attorneys fees, costs, and expenses incurred or estimated will be incurred by or on behalf of the Association in the collection of a delinquent Assessment, the establishment of the Assessment Lien, the filing of an Affidavit of Assessment Lien, the foreclosure of the Assessment Lien as hereinafter provided, and legal advice given to the Association, the Board, or its officers in connection with the delinquent Assessment.

The Association, upon approval by the Board, may foreclose the Assessment Lien against the delinquent Owner's Lot(s), whether or not an Affidavit of Assessment Lien has been filed for record. No Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of the Owner's Lot.

Since homeowner associations, and trustees and officers elected to manage them, often consist of persons not trained in legal formalities, no legal formalities or technicalities shall be required as conditions precedent to validate actions commenced by the Association, Board, or its officers to collect unpaid Assessments. The test of the propriety of an assessment and of efforts undertaken in the name of the Association to collect it shall be whether the majority voting power of the Association votes to direct the Board and its officers to change the Assessment and cease all efforts and actions to collect an Assessment against a particular Owner.

Each Owner, by acceptance of a deed conveying a Lot to him or her, hereby irrevocably appoints the Association, and its agents, his or her attorney-in-fact, coupled with an interest, to sign a mortgage in favor of the Association to establish a mortgage lien upon the Owner's Lot in an amount equal to the Assessment Lien. Such appointment is for the purpose of assuring that the Association's Assessment Lien may be filed and established of record in the event there are any difficulties in obtaining a recordation of the lien.

The remedies provided for in this Paragraph 4.8 are in addition to any and all other remedies given by this Declaration to the Association or available at law against an Owner who defaults under his or her obligations under this Declaration and in addition to the rights and remedies of the Association under the Articles and By-Laws of the Association.

4.9 Subordination of the Lien to Mortgages.

The Assessment Lien provided for herein (including the recordation thereof) shall be subordinate to the lien of any bona fide first mortgage existing of record on the Lot before the accrual of the Assessment Lien. Sale or transfer of any Lot shall neither affect the Assessment Lien on the Owner's Lot

nor the Owner's personal obligation to pay the Assessment Lien, except that if the proceeds of a Lot sold in the foreclosure of a first mortgage are insufficient to pay the first mortgage indebtedness, real estate taxes, and court costs, the unpaid part of the Assessment Lien shall be extinguished. The proceeds of any foreclosure sale in excess of real estate taxes) court costs; and the first mortgage indebtedness shall be payable to the Association to the extent of the Assessment Lien. As provided above) the first mortgage foreclosure shall not relieve the Persons who owned the Lot when the Assessment came due from personal liability for the Assessment; that is, such Owners shall remain personally liable for the Assessment even if the lien thereof should be wiped out during the mortgage foreclosure proceeding.

5. COVENANTS AND RESTRICTIONS.

5.1 Single-Family Dwelling.

(a) Permitted Use. The Lots shall be exclusively for the residence purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than a single family dwelling together with garage or appurtenant outbuildings. Only one dwelling shall be erected per lot. Each Lot shall be used only for single family private residence purposes, EXCEPT that Builders who obtain express, prior, written permission from the Declarant may use Lots owned by them as "model suites" for the sale or leasing of Lots and houses owned and constructed or to be owned and constructed by them and for sales offices. Permission for "model suites" use is in the sole discretion of the Declarant. An Owner or Occupant may use a portion of his home constructed on a Lot for his office or studio, provided that such use complies with applicable zoning requirements. Except as provided above, no industry, business or trade shall be conducted, maintained or permitted on any part of the Property. No portion of any Lot may be used for any roadway purpose except to the extent of use as a driveway for access to a structure located within the Lot.

(b) Home size. Each dwelling shall contain at least One Thousand Seven Hundred (1,700) square feet if a one-story home or Two Thousand Two Hundred (2,200) square feet for a two story dwelling and Two Thousand One Hundred (2,100) square feet for a Cape Cod or Split Level. Such dwelling square footage shall exclude any finished area in the basement, regardless of whether area is exposed to the exterior. Garages, basements, decks, porches screened or otherwise shall not be taken into account in calculating the minimum square footage areas as required by this Restrictive Covenant. No portion of a structure may be built into or underground with the exception of the basement. An exposed area of the basement with a finished exterior, such as a walkout basement, is permitted. However, whether finished or not, no space below grade will count towards the calculation of minimum square footage. As to multi story rooms: For purposes of computing square footage, 2 story rooms will count as twice the calculated floor square footage.

(c) Attached Garage Requirements. Each dwelling shall have a two (2) car attached front entry, side entry or rear entry garage.

(d) Driveways. Driveways must be concrete or pavers and must be paved within 6 months of Buyer taking possession. The cost of the drive way must be included in the contract to build the home.

(e) Roof Pitch. Roof pitches are to have a minimum slope of seven (7) vertical to twelve (12) units horizontal for the main body of the dwelling. Porches, garages, and extensions may have a different slope when architecturally appropriate and/or when necessary to accommodate the placement of other architectural features such as windows, window shutters and trim details, but are to be no less than three and one half (3 1/2) units vertical to twelve (12) units horizontal.

(f) Exterior Finishing. Natural or synthetic masonry, brick, stone or a stucco type product is required on twenty five percent (25%) of the front elevation. Natural or synthetic masonry,

brick, stone or a stucco type product is required on the front elevation from grade to bottom of siding. On corner lots brick, or an approved alternative, is required on both elevations facing the street. Stamped concrete or concrete block will be accepted on rear and side elevations.

(g) Fireplaces. All chimneys with metal flues must be enclosed within a chase that may be sided. Any direct vent chimney and / or furnace flues, hot water heater or any other flues shall be vented only to the rear or side of the Dwelling Unit

(h) Landscaping Time Limit. Buyers will have their Lot landscaped within six (6) months after each buyer has taken possession of his home except homes occupied between May 1 and October 1, in which case the landscaping shall take place within sixty (60) days after occupancy.

(i) Setbacks. No part of any dwelling, exclusive of open porches, eves, or steps shall be erected, placed, or permitted to remain on any lot within thirty five (35) feet of the front of the property, nor within twelve feet (12) of either side lines of the lot nor within thirty (30) feet of the rear of the lot. For corner lots, the minimum depth for the "second front yard" shall be twenty five (25) feet. No portion of any lot nearer to any street or highway shall be used for any purpose other than that of a lawn. Nothing herein contained however shall be construed as preventing the use of such portion of any lot for walks and drives, the planting or maintenance of trees and shrubbery, the growing of flowers or ornamental plants for purposes of beautifying of the said lot.

(j) Basketball. Basketball back-boards must be behind the front of the home. Use shall be limited to reasonable play hours depending upon seasons. No use will be permitted after 11:00 pm, nor earlier than 9:00 am. The Board shall have the right to set different hours in the event that use creates an unreasonable disturbance.

(k) Fences. Standard chain link or other metal fences shall not be permitted. Fences may be erected only in the Rear Yard. On corner lots, fences may not be placed within the setback on the street side. Perimeter fences are permitted if they are three rail wood split rail not to exceed five (5) feet in height or privacy fences not to exceed six (6) feet in height. Wire fencing material (4" x 4" dog wire) may be attached to the split rail fences for additional enclosure. All swimming pool fencing shall be reviewed on an individual basis in accordance with general standard hereinafter set forth. Decorative fencing will be reviewed upon an individual basis considering the visual impact on surrounding lots. The Declarant and the Association reserve the right to restrict fencing in areas where its presence would adversely impact the aesthetics of the community.

(l) Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, camper, garage, or other outbuilding shall be used on any lot any time as a residence, either temporarily or permanently. No mobile homes, trailers, boats, or other types of recreational vehicles shall be stored on a lot unless they are housed in a permanent four-sided structure to be approved by Declarant prior to construction.

(m) Outbuildings. All efforts to meet storage needs should be addressed if possible within the confines of the main residential structure. No unattached garages are permitted. Nevertheless, out-buildings or detached structures (other than garages) for non-residential / non-commercial use may be permitted as long as the following conditions are met:

1. Submittal of drawings with elevations, colors, materials, and site plan to Declarant or Association for approval.
2. Building will be no bigger than 192 square feet total area and must not exceed 12' in height. Maximum door size shall be limited to 60" in width.
3. Building must be built on site with like exterior and roof materials as used on the Dwelling Unit. Only non-maintenance exterior products or wood will be permitted.
4. Building must be placed at least 12' off any property line and placed as inconspicuously to adjoining neighbors as possible. Declarant or Association reserves

the right to determine property placement of any out buildings.

5. Declarant or Association reserves the right to require additional landscape screening of out building visible to neighbors and/or from any street view.

(n) Swimming Pools. Above ground swimming pools of any kind shall be prohibited. In-ground swimming pools, hot tubs and spas shall be permitted provided that such pool, hot tub or spa is located in the Rear Yard and at least ten (12) feet from any property line. Privacy fencing or other such adequate screening as approved by the Committee is required. All swimming pools must be approved by the Committee as to style and location. No permanent above-ground pools are permitted.

(o) Flagpoles. Ground mounted flagpoles are not permitted in the front yard.

(p) Mailboxes and Post Lights. Uniform mailboxes will be required. The approved types of mailbox shall be specified by the Declarant.

(q) Pets. The keeping, raising and harboring of cattle, swine, fowl, livestock, other farm animals, or any other animals not normally kept as household pets. Provided, however, that nothing in this restriction shall prohibit the keeping of household pets provided they are not kept, bred, or maintained for commercial purposes or kept in a manner as to constitute a nuisance. Outside animal pens will not be permitted.

(r) Front Yard Decorations. No yard ornaments or topiary bushes are permitted in any portion of the front yard. Yard ornaments include, but are not limited to: figures, sculptures, bird baths, crystal balls, etc. Temporary or seasonal ornaments are permitted, for example: Christmas decorations, baby announcements, etc.

(s) Completion of Construction. Construction, once commenced, shall be completed within eighteen (18) months.

5.2 Declarant's Plan Approval.

No structure shall be placed, erected or installed upon any Lot, no construction (which term shall include within its definition staking, clearing, excavation, grading, and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place until the requirements of this section have been fully met. Prior to any construction, the Owner or Builder shall first submit to the Declarant (which for the terms of this section shall include its designee or the Board, after Declarant has turned this responsibility over to the Association) a complete set of building plans with the lot plat map, topographic map, and color selections for the proposed construction. Declarant or the Board may, but shall not be required to, publish design guidelines covering matters such as color selections and specifying the form to be used by Owners or Builders seeking plan approvals. The Declarant shall use its best efforts to approve, reject or modify such plans in a writing sent to the Owner or Builder in question within thirty (30) days after the plans are submitted to the Declarant. The Declarant shall review the plans as to the quality of workmanship and design and harmony of external structures with existing structures and as to location in relation to surrounding structures, topography and finish grade elevation. The Declarant shall not unreasonably withhold approval of any plans that conform in every way with the Declaration and with the general character of the development on neighboring Lots within the Property. In no event shall any improvements be constructed or installed which violate any terms of this Declaration.

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

5.3 Time Period Respecting Declarant's Authorities.

The rights of Declarant set forth in Paragraph 5.2 shall supersede the rights of the Association, the Board, and any Architectural Review Board formed hereunder, until whichever of the following is first to occur;

- (a) No Declarant owns a Lot, or
- (b) fifteen years from the date of this Declaration.

There shall be no time limit in respect to Lots owned by Declarant and builders in the exception provided for them in Paragraph 5.1 above; that is, a Lot owned by Declarant and builders may be used as model suites for the sale or leasing of their Lots or any house constructed by a Declarant or builder on a Lot.

5.4 No Lot Division.

Except for Lots owned by Declarant, no Lot shall be further divided, nor shall any portion less than the whole Lot be conveyed, either voluntarily or involuntarily without prior approval of the Board or Declarant. So long as Declarant shall own a Lot, changes in the boundary between adjoining Lots may be made only with the prior written approval of Declarant.

5.5 No Offensive Activities.

No noxious or offensive activity shall be conducted or permitted on any Lot, and no Lot shall be used in any way or for any purpose which may endanger the health of, or unreasonably disturb the Occupants of an adjoining Lot.

5.6 No Outdoor Clothes Drying.

No outdoor clothes drying area shall be allowed in the Subdivision.

5.7 Individual Lot Maintenance.

The Builder and Owners shall be responsible to regrade the Lot in accordance with the grading plan as approved by Brimfield Township and Portage County. Any deviations from such plan must be preapproved by the Township, County and the Developer.

No unsightly growth of weeds, underbrush or the like, shall be permitted to grow or remain upon any Lot sold by the Declarant and no refuse, pipe or unsightly objects shall be allowed to be placed or suffered to remain anywhere therein. However, the natural wooded and ground cover conditions of portions of the Lot may remain provided that they are aesthetically pleasing to the appearance of the Development as a whole. Except for the obligations of the Association set forth below, each Owner shall keep all ditches, swales, drainage areas, curbs, sidewalks, ponds and gutters located in whole or in part on his Lot or in the street right-of-way in front of his Lot mowed and free of trash, obstructions, weeds, bushes, and the like.

5.8 Underground Utility Lines.

All electrical, television or telephone cables and facilities which are to extend from the street abutting a Lot to any house) building or other structure located on the Lot shall be placed underground (all of the project's utilities will be underground).

5.9 Communication Devices.

No satellite dishes, television towers, radio towers or earth stations shall be permitted on any Lot, PROVIDED, HOWEVER, satellite dishes may be installed on a Lot for reception by the residence on the Lot on which it is installed, if the dish and its appurtenances are not visible from the street. Such dishes must be limited in size to being reasonably similar to those dishes used by DirectTV and the like and may not be in the front of the house.

5.10 Fuel Storage.

All fuel storage containers on a Lot must be placed within the dwelling or underground subject to applicable laws and regulations.

5.11 Trash.

No rubbish, trash, garbage or waste material shall be kept or permitted on any Lot except in sanitary containers that shall be placed within the enclosed areas, so they are concealed from public view.

5.12 Construction Debris.

During construction, the Owner shall cause all debris to be removed from his Lot and shall not allow the burial of such debris on the Lot or its use as fill material at any location on the Lot.

5.13 Construction Mud and Damage.

Each Owner shall keep his Lot and the streets providing access thereto free of accumulations of dirt, mud and debris, and be responsible for all repairs of damages to the swales, ditches, storm sewers, streets, sidewalks and curbs occasioned by work on or around the Lot by such Owner, his contractor or their agents, representatives or employees. If the Owner shall fail to keep his Lot and the streets free of such accumulations) or fail to repair such damages to the swales, ditches, storm sewers, streets, sidewalks and curbs, then in addition to all other rights and remedies Declarant and/or the Association may have (including the right to specific performance) Declarant and/or the Association shall have the right to remove such dirt, mud and debris, and repair all damages to the street and curbs and the cost of such removal, or repair including the cost of cleaning and flushing sanitary and storm sewers, catch basins and inlet basins shall be payable by the Owner to Declarant or the Association, on demand as the case may be. The costs of such work shall constitute an Assessment against the Lot.

All excess earth or dirt resulting from grading and/or excavating of lots for construction shall be removed from same lot by the time landscaping is completed. Such excess earth or dirt shall be deposited on a site designated by the Developer within the subdivision unless the Developer notifies the Owner or Builder that the Developer does not want the excess earth or dirt in which case the Owner or Builder shall remove it from the subdivision.

5.14 Building Maintenance.

Each Owner shall, at his sole cost and expense, maintain and keep his or her dwelling and any other building or structure on his or her Lot in a state of good repair.

5.15 Building Casualties.

If all or any portion of a residence on a Lot is damaged or destroyed by fire or other casualty, the Owner shall promptly rebuild, repair or reconstruct such residence or raze the structure, remove all rubble and debris, fill in any basement areas or excavation areas with clean fill, and grade the Lot in accordance with any applicable improvement plans for the Subdivision or Lot.

5.16 Hazardous Substances.

No Owner or Builder shall release, store or bury or permit the release, storage or burial of any hazardous substance on any Lot. As used herein the words, "hazardous substance" and "release" shall have the meanings given to them in the Federal Comprehensive Environmental Response, Compensation, and Liability Act [42 U.S.C. 9601].

5.17 Petroleum Products.

No Owner or Builder shall - release or permit the release of any petroleum, oils, phosphates, or paints into any drainage ditches, lakes, ponds, or water retention basins.

5.18 Fertilizers.

Notwithstanding the foregoing, fertilizers, herbicides, and pond or lake cleaning and clearing substances may be applied on the Lots and in ponds, lakes and water retention basins if done in accordance with federal, state or Association permitted release or application permits or exceptions.

5.19 Wetlands Restrictions

1. Upon completion of the final phase of the subdivision, the designated wetlands and stream, as designated on the Plat, shall be preserved and maintained by the Country View Homeowner's Association. Until completion of the final phase of the subdivision, the designated wetlands and stream, as designated on the Plat, shall be preserved and maintained by the Declarant and the Homeowner's Association.

2. A perpetual deed restriction shall be placed on the remaining wetlands and stream on-site to guarantee their preservation for wetland and wildlife resources. The wetland and stream areas are not to be adversely impacted. Upon recording, this Declaration shall constitute a perpetual deed restriction as required by this paragraph and a certified copy of the deed restriction as set forth in the recorded Declaration shall be provided to the Corps upon execution.

3. The plot plan, or Plat, entitled Country View Estates, accompanying this Declaration entitled Country View Estates, identifies the boundary of the Federal jurisdictional wetlands. It is required that the U.S. Army Corps of Engineers, Regulatory Branch, be contacted prior to performing any work which encroaches into the Federal

wetland. The present address for such office is 1776 Niagara Street, Buffalo, New York 14207-3199.

4. There shall be no construction or placing of buildings, camping accommodations or mobile homes, fences, signs, billboards or other advertising material, or other structures within the wetlands as designated in the Plat.

5. There shall be no removal, destruction, or cutting of vegetation, spraying with herbicides, grazing of domestic animals, or disturbance or manipulation of the wetlands without first obtaining Department of the Army authorization. Control of nuisance vegetation, or any other manipulation within the mitigation areas, shall only occur after receiving Corps of Engineers concurrence that such management practices are necessary to ensure the long-term success of the mitigation program.

6. The disposal of trees, brush and other debris in any stream corridor, wetland or surface water is prohibited.

7. The permit, issued by the Department of the Army, Corps of Engineers, shall be recorded with the Recorder of Portage County, Ohio, contemporaneously with the recording of the Plat and of this Declaration and proof of registration shall be forwarded to the Corps of Engineers District office so it may be incorporated into the file.

8. Siltation barriers shall be installed between the wetlands and the adjoining development to prevent siltation into the wetlands.

9. All erosion and sediment control practices shall be in place prior to any grading or filling operations and installation of proposed structures or utilities. They shall remain in place until construction is completed and the area is stabilized.

10. As soon as possible following construction, all exposed banks and slopes shall be seeded and mulched to prevent erosion.

11. Prior to the discharge of any dredged or fill material into wetlands or other waters of the U.S. authorized by this permit, the permittee shall install and maintain erosion and sedimentation controls in and/or adjacent to wetlands or other waters of the United States which are not immediately scheduled to be filled and/or authorized to be filled. Plans for erosion and sedimentation controls in and/or adjacent to wetlands or other waters of the U.S. shall be contained in a project specific Storm Water Pollution Prevention Plan (SWP3) that has been approved by the Ohio Environmental Protection Agency. The SWP3 and request for approval of the erosion and sedimentation controls in and/or adjacent to wetlands or other waters of the U.S. shall be submitted to the Ohio Environmental Protection Agency, Northeast District Office, 2110 East Aurora Road, Twinsburg, Ohio 44087. A copy of the approved SWP3 shall be submitted to this office to the attention of Megan Oberst.

5.20 Prohibition of Subdivision of Open Spaces

Restricted open space, as shown upon the Plat, shall be prohibited from further subdivision or development.

6. DUTIES AND POWERS OF THE ASSOCIATION AND DECLARANT

6.1 Rights of Declarant

Declarant shall have the power and authority, but not the duty, to exercise all of the rights and perform all of the duties of the Association set forth herein until whichever of the following is first to

occur:

- (a) No Declarant owns a Lot, or
- (b) fifteen years from the date of this Declaration.

If any provision provides a longer time for a particular right of Declarant or builder, the longer time shall be applicable in respect to the matter covered by the particular provision.

6.2 Maintenance.

The Association shall maintain the signage located at the entrance to the Subdivision and related landscaping in a neat and attractive condition, so long as the Association is not prohibited from doing so by any applicable governmental authority exercising jurisdiction over the same. The Association shall likewise maintain the pond area and other common areas. The costs of such work will be paid for by the Association and treated as part of the common expenses assessed to the Owners in accordance with Paragraph 4 of this Declaration.

6.3 Insurance.

The Association shall consider obtaining such insurance as it considers appropriate and is reasonably able to obtain to insure the Association and all Owners and Occupants (if possible) from claims and losses for personal injury and/or property damages occurring on any areas to be maintained by it.

6.4 Enforcement.

(a) The Association shall have the power and authority to and shall take all actions reasonably necessary to carry out its obligations under this Declaration and to enforce all of the covenants and restrictions contained in this Declaration. Such rights shall include, without limitation, the right, through its agents and employees, to enter upon any part of any Lot or area where a violation of any of the provisions of this Declaration exists and remove, alleviate, or terminate the violation, and the right to obtain an injunction from any court having jurisdiction for the cessation of such violation. Any and all costs and expenses incurred by the Association, including reasonable attorney's fees, shall be added to and become part of the Assessment upon the Lot owned or occupied by the violator. The Assessment shall be payable immediately.

(b) The Association shall have the power, right and authority to suspend the voting rights of an Owner for any period during which any Assessment against his or her Lot remains unpaid; and for a period not to exceed 360 days for any infraction of the covenants, restrictions, or conditions of this Declaration and for any infraction of the Association's rules and regulations.

(c) The Association shall have the power, right and authority to make Assessments, file liens for the non-payment of Assessments, and collect and authorize the collection of Assessments by legal and equitable actions, including foreclosures of its Assessment Liens.

(d) The Association shall have all other powers, rights and authorities granted it herein, under the Ohio not-for-profit corporation law, in its Articles of Incorporation and ByLaws, and in law and at equity.

(e) For a period of fifteen years from the date of this Declaration, or until Declarant does not own any Lots, whichever may first occur, Declarant shall have the right, but not the obligation, to exercise any of the power or authority for enforcement provided to the Association in this Section 6.4. In the event that the Declarant may elect to exercise such power or authority, the Declarant shall have the right to recover costs and expenses that otherwise would have been the right of the Association.

6.5 Board's Approval Authority After Declarant's Authority Ends.

When the authority of Declarant to approve grading, landscaping and construction on the Lots pursuant to Paragraph 5.2 hereof ends, such right and authority contained in Paragraphs 5.2 shall pass to the Board of Trustees and the Architectural Review Board. At the end of such period and continuing thereafter so long as this Declaration is in effect, the Architectural Review Board and the Board of Trustees shall have the power, rights and authorities granted to Declarant in Paragraph 5.2 and as hereafter provided.

6.6 Approval of Plans or Specifications by Board of Trustees or Architectural Review Board.

(a) When the authority of Declarant to review and approve plans and specifications ends, the Board of Trustees shall appoint an Architectural Review Board composed of one or more persons to review plans and specifications for improvements to be made and altered on the Lots. The Architectural Review Board may hire an architect licensed to practice architecture in the State of Ohio and, also, when deemed desirable, engineers and surveyors. The fees and expenses of such professionals shall be an expense of the Association and paid through Assessments.

(b) The Architectural Review Board shall exercise the rights herein conferred upon them in conformity with the provisions of Paragraph 5.2 and improvement plans previously or currently approved for the Subdivision.

(c) After Declarant's approval rights expire (see Paragraph 5.2, above) the Architectural Review Board must render its decision in respect to any plans or specifications submitted to it and give notice thereof to an Owner within thirty (30) days after the Owner delivers the Owner's plans and specifications to the Architectural Review Board. Failure to give notice of its decision within said thirty (30) days shall be deemed to be an approval of the plans and specifications submitted.

6.8 General.

The Association shall have the power and authority to and shall perform and carry out all other duties and acts reasonably necessary to give effect to and implement the intent of the provisions of this Declaration and the Articles and Bylaws of the Association, and may take such actions as it, in its discretion, deems desirable to assure compliance on the Lots with all applicable municipal, county and state building, zoning, safety and fire codes and regulations, and with all applicable federal laws and regulations.

7. GENERAL PROVISIONS.

7.1 Signe Development Matters.

Development of the Subdivision by Declarant, construction of homes and landscaping on Lots by Builders, and the sale of the Lots are essential to the establishment and welfare of the Subdivision as an ongoing residential community. In order that such work may be completed and the Subdivision established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent Declarant, any Builder, or the employees, contractors or subcontractors of Declarant or any Builder from:

(a) Working on any part or parts of the Subdivision owned by Declarant or any Builder or their representatives, whenever Declarant or any Builder determines that such work may be reasonably necessary or advisable in connection with the completion of such work; provided that the work is performed on real property owned by the Declarant or the Builder or on property on which Declarant or a Builder has duly obtained authority to work;

(b) Constructing and maintaining on any part or parts of the Subdivision property owned by Declarant or a Builder, such structures as Declarant may deem reasonably necessary or appropriate for the completion of such work, the establishment of the Subdivision as a residential community, and the disposition of the Lots by sale;

(c) No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Declarant and/or any Builder while actively marketing the Lots for sale; (ii) street and identification signs installed by the Association or the Declarant; (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is on the market; and (iv) political signs permitted by applicable law, provided they are removed within 48 hours after the election is over.

7.2 Utility Easements.

It is hereby expressly understood that in addition to easements appearing in the public records and that may appear on the Plat(s), a five (5) foot wide easement on the sides and a twelve (12) foot wide easement on the front and rear of each Lot shall be used for installing, operating, maintaining and servicing lines, cables, conduits, pipes and swales for the electric company, telephone company, television or communication service company, and other public utilities or the Association. The character of the installation and structures which may be constructed, reconstructed, removed and maintained in, on and through these easements shall include all incidental appurtenances, such as guys, conduits, anchors, transformers, etc.

7.3 Drainage and Pond

(A) Surface Water Management System. The Surface Water Management System shall consist of the "Storm Easements" and "Stormwater Management Easement" as shown on the Recorded Plat. The Association shall maintain and administer the Surface Water Management System in accordance with the guidelines as may be promulgated from time to time by Brimfield Township or Portage County.

Except for those portions of the Storm Water Management System dedicated to and accepted by any governmental entity, the Association shall have primary responsibility for the maintenance of the retention basin(s), including any pipes, concrete gutters or mechanical devices.

(B) **Surface Water Management System Easements.** Each Lot shall be subject to and shall be benefited by an easement for storm sewers, drainage and surface water management as more particularly shown on the Recorded Plat. Such easement shall be non-exclusive as to the Owners and shall run to the Association. Such easement, however, shall not run to the public at large.

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

(D) **Individual Maintenance.** Each Owner shall maintain that portion of the Surface Water Management System which serves only that Owner's Lot. Each Owner shall have primary responsibility for grass-cutting and vegetation control within the easements located on his or her Lot. Such responsibility shall include keeping these easements clean and unobstructed. Maintenance of the Surface Water Management System shall be in accordance with the guidelines and standards set forth by Brimfield Township or Portage County. If any portion of the Surface Water Management System which serves only one Lot is damaged, the Owner of that portion shall promptly cause it to be repaired.

(E) **Retention Basin and Pond Maintenance.** The Association shall provide for all maintenance of the retention basins and ponds, including vegetation control and debris removal.

(F) **Restriction on use.** No Owner shall use or permit any other persons to use the Surface Water Management System in any manner which would constitute a nuisance, hazard or unsanitary condition or be in violation of any local, state, or federal law ordinance, rule, regulation or statute.

(G) **All Lots and Common Areas** within the Subdivision shall be subject to easements in favor of the Lots benefited for Surface Water Management as further defined this section. No Owner shall do anything within a Lot or Dwelling Unit which shall unreasonably increase or decrease the flow of surface water.

7.4 Upkeep of the Property

(A) **Lots.** Each and every Lot, its Dwelling Unit and any improvement erected thereon shall be maintained in a reasonable manner in accordance with the standard generally prevailing throughout the Properties.

(B) **Common Elements.** The Declarant may, but is not obligated to, retain title to the Common Elements until such time as the Declarant is required to transfer its right, title, and interest in the Common Elements to the Association as provided in this Declaration. At any time prior to the time the Declarant is obligated to transfer its interest in the Common Elements to the Association, the Developer may, but is not obligated to, transfer some or all of the Common Elements to the Association. At such time as the Declarant transfers his interest in the Common Elements to the Association, the Association is obligated to, and shall, accept such transfer. Notwithstanding the fact that title to the Common Elements may be in the Declarant, at all times the Association is responsible for and shall pay for all costs of ownership, operation, maintenance, governance, use, repair and replacement of the Common Elements. Nevertheless, as is set forth more fully in Articles XIII, Special Declarant's Rights, unless and until the Declarant determines to turn over these functions to the Association, all functions, rights and responsibilities that would otherwise be exercised and performed by the Association and its Board will be exercised and performed by the Declarant. Notwithstanding such functions, rights and responsibilities of the Declarant and the Association, each Owner is responsible for any damage or destruction to the Common Elements caused by any act or neglect of the Owner or any invitee, licensee, or guest of a the Owner or Occupant of the Owner's Lot.

(C) Association's Right to Maintain If an Owner shall fail to provide maintenance as required by this Declaration in a manner satisfactory to the Declarant or, subsequently, the Association, and such Owner has failed to comply for ten (10) days after being so notified of such failure (and after being provided an opportunity to be heard concerning such failure), the Declarant or, subsequently, the Association, shall have the right, through its agents and employees, to enter upon Owner's Lot and repair, maintain and restore the Lot. In the event that such failure poses a health, safety or security risk, then no notice or hearing need be given. The cost of such maintenance and repair shall be assessed against the subject Lot in accordance with Article VII, Section 7.4. Nothing in this Section shall be construed as giving the Declarant or, subsequently, the Association, any right or responsibility to repair, maintain or restore any Dwelling Unit.

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

7.5 Enforcement.

When neither the Declarant nor any Builder own any Lot in the Subdivision either the Association or any Owner shall have the right to enforce, by any appropriate proceeding at law or in equity, the restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. All remedies specified in this Declaration shall be non-exclusive and in addition to any other remedies available in law or equity. Failure by any person to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.6 Notices.

Any notice required pursuant to this Declaration or the Bylaws to be given by or to the Association or any Owner, shall be in writing and may be given (i) to the Association (A) by mailing such notice by registered or certified mail, return receipt requested, postage prepaid, to the Statutory Agent of the Association at his (or its) address on file with the Secretary of State of the State of Ohio, or to the residence address of the President of the Association, or (B) by delivering such notice to the address of said Statutory Agent or to the residence of the President; and (ii) to an Owner (A) by mailing the notice either by registered or certified mail, return receipt requested, postage prepaid, or by regular mail to the residence address of the Owner, or (B) by placing the notice upon or beneath the front door of the Owner's house or otherwise leaving it at the Owner's house, or (C) in the event that the Owner's house or residence address is other than at the dwelling constructed upon the Lot in question then by placing the notice upon or beneath the front door of the dwelling constructed upon the Lot in question. Notwithstanding the foregoing, any Owner may specify by notice a postal address other than his resident postal address as the place to which notices sent by mail may be sent to him (or her) and notices delivered to such address shall be deemed to have been properly given to such Owner on the date of delivery or refusal to accept delivery or on the third date following the date the notice is mailed. Likewise, the Association, by notice to the Owners, may specify an address or place, other than that specified herein, for service of notice on the Association.

7.7 Amendment.

(a) This Declaration may be amended by an instrument in writing signed, witnessed and

acknowledged in form for recording by Persons owning sixty percent (60%) or more of the voting power of the Association. Every amendment must, also, be signed by (i) the holders of all bona fide first mortgages of record against any Lot, (ii) all Builders who own any Lot, and (iii) the Declarant if Declarant owns any Lot and for a period of two (2) years thereafter; PROVIDED, that if an amendment is not signed by the holder of a bona fide first mortgage, the amendment will be effective for all Lots and Owners signing except as to the holder of the mortgage who did not sign. The amendment shall not be effective until recorded with the Portage County Recorder. Notwithstanding anything in this Paragraph to the contrary no amendment or attempted termination of this Declaration shall be effective without the signature of Declarant if the Declarant owns a Lot.

(b) So long as Declarant owns a Lot in the Subdivision and for a period of two (2) years thereafter, Declarant may amend this Declaration and the Bylaws by Declarant's signature alone, and without the signature or approval of any Owner, Builder or mortgagee. Such amendment by Declarant shall be effective upon being recorded with the Portage County Recorder.

(c) This Declaration may be terminated and the entire Subdivision removed from the provisions of this Declaration by an instrument signed and acknowledged in recordable form by Persons owning eighty-five percent (85%) or more of the voting power of the Association, by all holders of all bona fide first mortgages of record against any Lot, by all Builders owning any Lot, and by Declarant so long as Declarant owns a Lot and for a period of two (2) years thereafter. Upon termination of this Declaration areas owned by the Association, if any, shall be owned by the Owner(s) in common.

7.8 Covenants Running with Land.

Each grantee, lessee, or contractee of any interest whatsoever in any Lot, by the acceptance of a deed of conveyance, lease, or contract in respect to any interest in a Lot accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges provided for in this Declaration. Each such entity undertakes and agrees to place, in any instrument granting any interest in any Lot, a clause incorporating by reference this Declaration. The jurisdiction, rights and powers created or reserved by this Declaration, all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the Land, and shall bind any person having at any time any interest or estate in any Lot, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed, lease and contract.

7.9 Waiver.

No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

7.10 Severability.

The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration. The *cy pres* rule shall be applied in all cases where any covenant, restriction, condition, or other provisions of this Declaration or any part thereof is found to be illegal or impossible of being given literal effect.

7.11 Priority of Documents.

In the event of any inconsistency between this Declaration, the Articles of Incorporation of the Association, and the By-Laws, the provisions of this Declaration shall prevail over the Articles of Incorporation and the By-Laws, and the Articles of Incorporation shall prevail over the By-Laws.

7.12 Members Board and Officers.

Ohio Revised Code Chapter 1702, as it may be amended from time to time, and applicable case law shall govern what actions are to or may be taken by the Members, by the Board, and by the Officers, unless this Declaration, the Articles of Incorporation of the Association, or the Bylaws of the Association specify that a particular action be taken or authorized in a particular way by the Members, the Board or the Officers.

7.13 Maintenance and Access Easements.

(a) Easements are hereby created in favor of Declarant and the Association, their agents, contractees and employees, in and over the Lots to inspect and maintain those portions of the Lots and areas which Declarant or the Association is required or permitted to maintain pursuant to this Declaration.

(b) The Association, the Declarant, and their respective agents, employees and contractees, shall have the right to inspect the Lots at reasonable times for the purpose of ascertaining whether the provisions of this Declaration are being complied with and to enforce the applicable provisions of Paragraphs 5 and 6 as herein set forth.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has hereunto caused this Declaration to be duly executed this 17th day of October, 2006.

Signature of Sharon LLC, Declarant

By: _____

(print name)

Arthur J. Michaels

Its: Secretary - Treasurer

ACKNOWLEDGMENT

The undersigned, a Notary Public in and for the State of Ohio and County of Summit, hereby certify that Arthur J. Michaels, personally appeared before me, this 17th day of October, 2006, and acknowledged that he is the Secretary of Sharon LLC, an Ohio limited liability company, that he did sign the foregoing document on behalf of that company, in that capacity, being duly authorized to do so, and that the same is his and its free act and voluntary deed.

Notary Public

My comm's expires: 4-14-08

This instrument prepared by:
Daniel J. McGowan, Esq., Ohio Atty. Reg. No. 0017826
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