

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS**

**OF**

**CORBETT'S FARM SUBDIVISION**

**TWINSBURG, SUMMIT COUNTY, OHIO**

**PULTE HOMES OF OHIO, LLC  
A Michigan Limited Liability Company**

**387 Medina Road, Suite 1700  
Medina, Ohio 44256  
Phone: 330/239-2157**

**This Instrument Prepared By:**

**Matthew T. Viola, Attorney at Law  
Kohrman Jackson & Krantz PLL  
1375 East Ninth Street, 20th Floor  
Cleveland, Ohio 44114  
(216) 696-8700**

{K0354963.1}



Kristen Scalise, Summit Co Fiscal Office

**56044040**

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## DECLARATION

Submitting the property known as Corbett's Farm Subdivision, with open spaces and other common areas, being located in Twinsburg, Summit County, Ohio.

(This will certify that copies of this Declaration, together with Exhibits thereto, have been filed in the Office of the County Recorder, Summit County, Ohio).

Date: \_\_\_\_\_, 201\_\_.

Summit County Fiscal Office

By: \_\_\_\_\_

{K0354963.1}



Kristen Scalise, Summit Co Fiscal Office

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## CORBETT'S FARM HOMEOWNERS' ASSOCIATION, INC.

### DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

#### CORBETT'S FARM SUBDIVISION, TWINSBURG, SUMMIT COUNTY, OHIO

THIS DECLARATION, (the "**Declaration**") made this 17<sup>th</sup> day of MARCH, 2014, by and between PULTE HOMES OF OHIO, LLC, a Michigan limited liability company (hereinafter referred to as "**Declarant**"), and CORBETT'S FARM HOMEOWNERS' ASSOCIATION, INC., an Ohio not-for-profit corporation (hereinafter referred to as the "**Association**").

#### PREAMBLE

- A. The Declarant is the owner of real property containing approximately 79 acres situated in Twinsburg, Summit County, Ohio consisting of Sublots 1 through 95, inclusive, duly dedicated public streets and Common Areas all as shown on the Site Plan (the "**Subdivision**"), which is legally described in Exhibit "A" attached hereto and incorporated herein (the "**Property**");
- B. The Declarant desires to create thereon a planned residential community pursuant to Ohio Revised Code Chapter 5312 (the Ohio Planned Community Law) which, upon completion, is planned to consist of (however the Declarant is under no obligation to construct) ninety-five (95) Dwelling Units (hereafter defined) (to be constructed on individual Sublots (hereafter defined) created within the Property, publicly dedicated rights-of-way, and Common Areas (hereafter defined) to be owned and maintained by the Association (hereafter defined) for the benefit of the Owners (hereafter defined) of the Dwelling Units;
- C. The Declarant has deemed it desirable for the efficient preservation of the values and amenities in the Property to create an agency to which should be delegated and assigned the powers of maintaining and administering the Areas of Common Responsibility within the Property and administering and enforcing the covenants and restrictions of this Declaration, and collecting and disbursing the assessments and charges created therein, and to this end has incorporated under the laws of the State of Ohio, as a non-profit corporation, being **CORBETT'S FARM HOMEOWNERS' ASSOCIATION, INC.**, (hereinafter referred to as the "**Association**") for the purposes of exercising the functions aforesaid;
- D. The Association joins in this Declaration for the purpose of accepting the duties and responsibilities imposed upon it by the protective covenants and restrictions herein contained; and
- E. Declarant declares that the Property, as the same may be expanded from time to time, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "**Covenants and Restrictions**")



hereinafter set forth, and further specified that this Declaration shall constitute covenants to run with the land and shall be binding upon Declarant, and its successors and assigns and all other owners of any part of said real Property, together with their grantees, successors, heirs, executors, administrators or assigns.

## **ARTICLE I**

### **PREAMBLE; PROPERTY; DECLARANT'S RIGHT TO ADD AND DELETE LAND**

#### **Section 1.1 - Preamble**

The Preamble is incorporated in and made a part of this Declaration.

#### **Section 1.2 – Property**

The Property which is and shall be owned, held, transferred, sold, used and occupied subject to this Declaration is the real property described in **Exhibit “A”** and shown graphically on **Exhibit “B”**.

#### **Section 1.3 – Expansion and Contraction of the Property**

(a) The Declarant reserves the right from time to time to add additional property to the Property and to subject the same to the provisions of this Declaration. To add any additional property, the Declarant shall execute and record a Subsequent Amendment to this Declaration which expressly provides that the land described therein shall become a part of the Property and shall be subject to the provisions set forth in this Declaration, except as the same may be modified by the Subsequent Amendment. The additional property may be any of the property more fully described in **Exhibit “B”** as attached hereto and incorporated herein (the “**Additional Property**”) and may be annexed by the Declarant without the consent of Members within ten (10) years of the date this Declaration is recorded in the Summit County records.

(b) The Declarant reserves the right from time to time to delete lands from the Property (provided the lands so deleted have not been previously declared Common Areas) and thereby to free such lands from the provisions of this Declaration. Lands not owned by Declarant may be deleted from the Property only with the written consent of the title owner thereof. To delete such lands, the Declarant shall execute and record a Subsequent Amendment to this Declaration which expressly provides that the land described therein shall no longer be a part of the Property and shall no longer be subject to the provisions set forth in this Declaration.

#### **Section 1.4 – Developer’s right to Divide and Combine the Property During Class “B” Control Period**

During the Class “B” Control Period, the Declarant shall have the unilateral right, privilege, and option, without the consent of the Class “A” Members, to divide the Property into two or more separate properties governed by separate associations, or to combine property within any other community with the Property pursuant to Section 1.3 above, in which case the resulting Property may, at the option of Declarant, be governed by either the Association or by any other association

governing another community thereby being combined. To accomplish such division or combination the Declarant shall execute and record a Subsequent Amendment to this Declaration.

### **Section 1.5 – Property**

After the expiration of the Class “B” Control Period, the Board shall have the right, with the consent of two-thirds (2/3rds) of each class of Members of the Association, to divide the Property into two or more properties governed by separate associations, or to combine any other community with the Property pursuant to Section 1.4 above, in which case the resulting Property may, as approved by two-thirds (2/3rds) of each class of Members of the Association, be governed by either the Association or by any other association governing another community thereby being combined. To accomplish such division or combination the Association shall execute and record a Subsequent Amendment to this Declaration.

## **ARTICLE II** **EXHIBITS AND DEFINITIONS**

### **Section 2.1 - Exhibits**

The following Exhibits are attached to and made a part of this Declaration:

<u>EXHIBIT “A”</u> :	A legal description of the Property
<u>EXHIBIT “B”</u> :	Site Plan of the Property
<u>EXHIBIT “C”</u> :	Form Certificate of Compliance (See 7.26 of this Declaration)
<u>EXHIBIT “D”</u> :	Grant of Conservation Easement
<u>EXHIBIT “E”</u> :	Declaration of Covenants, Conditions and Restrictions
<u>EXHIBIT “F”</u> :	Inspection and Maintenance Agreement for Storm Water Best Management Practices, Corbett’s Farm Subdivision No. 1, entered into on September 4, 2013 between Declarant and the City.

### **Section 2.2 - Definitions**

For the purposes of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

- (a) **“Act”**. Ohio Revised Code Chapter 5312 (the Ohio Planned Community Law).
- (b) **“Affiliate of Declarant”**. Any person who controls, is controlled by, or is under common control with the Declarant. (1) A Person “controls” the Declarant if the Person (a) is a general partner, officer, director, managing member or employer of the Declarant, (b) directly or indirectly or acting in concert with one or more other Persons, or through one or more subsidiaries



owns, controls, holds with power to vote, or holds proxies representing more than twenty percent (20%) of the voting interest in the Declarant, (c) controls in any manner the election of a majority of the directors of the Declarant, or (d) has contributed more than twenty percent (20%) of the capital of the Declarant; (2) a Person "is controlled by" a Declarant if the Declarant (a) is a general partner, officer, director, or employer of the Person, (b) directly or indirectly or acting in concert with one or more other Persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing more than twenty percent (20%) of the voting interest in the Person, (c) controls in any manner the election of a majority of the directors of the Person, or (d) has contributed more than twenty percent (20%) of the capital of the Person. Control does not exist if the powers described in this subsection are held solely as security for an obligation and are not exercised.

(c) **"Areas of Common Responsibility"**. The Areas of Common Responsibility shall mean and refer to (1) the Common Areas (including Open Spaces); (2) the entrances to the Property situated off of existing and future public streets that abut the Property (the **"Entrances"**) and landscaping, lighting, irrigation and other improvements with the Entrances; (3) islands and/or medians within public rights-of-way to which the Association has been granted landscaping easements, if any; (4) sidewalks and all walking or recreation paths (if any) within Common Areas; (5) storm drainage that generally serves the Property and that is not the responsibility of the City or the County, including storm water retention/detention and management areas (including such areas outside the Property over which an easement has been granted to the Association) and including the provisions of the Inspection and Maintenance Agreement (hereinafter defined); (6) real and personal property owned by the Association; (7) real and personal property not owned by the Association but determined by the Board to be the responsibility of the Association; (8) landscaping of the Common Areas; (9) maintenance and repair of structure(s) within the Common Areas (including fencing); and (10) lighting within the Common Areas.

(d) **"Articles" or "Articles of Incorporation"**. The Articles of Incorporation of the Association which are filed with the Secretary of State of Ohio to create the Association.

(e) **"Assessments"**. The assessments levied against all Owners of Dwelling Units to fund Common Expenses.

(f) **"Association"**. Corbett's Farm Homeowners' Association, Inc., a non-profit Ohio corporation, its successors and assigns, created to govern, operate, control and administer the Areas of Common Responsibility and to supervise and enforce this Declaration.

(g) **"Board"**. The Board of Directors of the Association.

(h) **"City"**. The City shall mean the City of Twinsburg, a municipal corporation organized and existing under the laws of the State of Ohio. It is specifically acknowledged by all parties to this Declaration that the City is a third party beneficiary to certain provisions of this Declaration and has the same authority to administer and enforce such provisions as they relate to Common Areas, storm sewers and swales, and storm water retention/detention and management areas as does the Association or the Declarant.



(i) **"Class 'B' Control Period"**. The period of time during which the Class "B" Member (the Declarant) is entitled to appoint a majority of the members of the Board, as provided in Article III, Section 2 of the Code.

(j) **"Code"**. The Code of Regulations of the Association which is the instrument filed with this Declaration that is referred to as "Regulations" pursuant to Ohio Revised Code Chapter 1702 (Ohio Nonprofit Corporation Law).

(k) **"Common Areas"**. All real and personal property now or hereafter owned by the Association or otherwise held for the common use and enjoyment of the Owners or Occupants. Common Areas shall include all portions of the Property not part of a Sublot, and not part of a dedicated right-of-way. The Common Areas are intended for the common use, benefit and enjoyment of all Occupants of the Property. Any Owner may delegate, in accordance with the Code and subject to reasonable rules, regulations, and limitations as may be adopted in accordance therewith, his or her right of enjoyment to the Common Areas and facilities to the members of his or her family, tenants, and social invitees and shall be deemed to have made a delegation of all such rights to the Occupants of any leased Dwelling Unit. Common Areas does not mean or imply that the public at large acquires any easement of use or enjoyment therein. The Common Areas are not for the use by the general public, but are for the common use and enjoyment of the Owners and Occupants of Dwelling Units within the Property. The Common Areas shall be conveyed to the Association at the time of the termination of the Class "B" Control Period, or such earlier time as desired by the Declarant in its sole and absolute discretion.

(l) **"Common Expenses"**. The actual and estimated expenses of operating the Association, both for general or special purposes, including reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Code, and the Articles of Incorporation of the Association. Unless otherwise provided in this Declaration, all costs the Association incurs in the administration, governance and maintenance of the Property are Common Expenses and all costs of administration, operation, maintenance, repair and replacement of Common Areas are Common Expenses. The funding for the perpetual inspection, operation and maintenance of the storm water management practices listed in the Inspection and Maintenance Agreement is a Common Expense.

(m) **"County"**. Summit County, Ohio.

(n) **"Design Review Committee"**. The committee created by this Declaration and granted original jurisdiction to review and approve or disapprove exterior and structural improvements, landscaping, additions to the Dwelling Units and changes within the Property.

(o) **"Declarant"**. Pulte Homes of Ohio, LLC, a Michigan limited liability company, and the specifically designated successors or assigns of any of their rights as Declarant under the Declaration or under any supplement to the Declaration involving the Property as the same may be expanded or contracted from time to time. No person, real or corporate, shall be deemed to be a successor, alternate or additional Declarant for the purposes of the Declaration unless and until such person or entity has been specifically so designated by Declarant herein, by instrument in writing and placed of record, and shall be deemed a successor and assign of Declarant only to the particular

rights and interests of Declarant under the Declaration or under a supplement to the Declaration. The Declarant is also sometimes referred to herein as the "**Original Declarant**".

(p) "**Dwelling Unit(s)**". All units of residential housing to be situated on the Property. Without limiting the generality of the foregoing, Dwelling Unit(s) shall mean a portion of the Property intended for any type of independent ownership for use and occupancy as a single family residence and shall, unless otherwise specified, include within its meaning (by way of illustration, but not by way of limitation) single family houses (including attached Dwelling Units) on separately platted Sublots, as may be developed, used and defined as herein provided or as provided in Subsequent Amendments; provided, further, the term Dwelling Unit shall also include all portions of the Sublot owned as a part of any structure thereon. For the purposes of this Declaration, a Dwelling Unit shall come into existence when the improvements constructed thereon are sufficiently complete to reasonably permit the habitation thereof, whether or not a certificate of occupancy has been issued for the Dwelling Unit by the governmental authority having jurisdiction over the same, and the Dwelling Unit has been conveyed to a person other than the Declarant.

(q) "**Eligible Mortgage Holders**". Eligible Mortgage Holders shall mean banks, savings and loan associations, insurance companies and other institutional lenders, holders, insurers or guarantors of first mortgages on the Property or portions thereof.

(r) "**Inspection and Maintenance Agreement**". The Inspection and Maintenance Agreement for Storm Water Best Management Practices, Corbett's Farm Subdivision No. 1, dated September 4, 2013, entered into between the Association and the City as set forth in **Exhibit "F"** of this Declaration. Any provisions of the Declaration relating to the Inspection and Maintenance Agreement may not be amended without the written approval of the City.

(s) "**Member**". A person or entity entitled to membership in the Association, as provided in the Declaration and Code.

(t) "**Occupant**". A person in possession of a Dwelling Unit including, without limitation, an Owner or any guest, invitee, lessee, tenant, or family member of an Owner occupying or otherwise using a Dwelling Unit.

(u) "**Open Spaces**". Land that is assigned for open space use, including "common land" and "open spaces" (if any) required by the City's Planning and Zoning Code, if any. The Open Spaces are to be owned and administered by the Association.

(v) "**Owner**". The record Owner of fee simple title in a Sublot and Dwelling Unit situated thereon, including the Declarant (except as otherwise provided herein) with respect to any unsold Dwelling Unit, but Owner shall exclude in all cases any party holding an interest merely as security for the performance of an obligation. If a Dwelling Unit is sold under a land installment contract, the purchaser ("vendee") (rather than the fee Owner) will be considered to be the Owner. For the purpose of this Declaration, the Owner of Dwelling Units that are rented to others shall be as follows: for the purpose of votes and Assessments, the record Owner of the Dwelling Unit; for the purpose of use and enjoyment of common facilities and amenities which are part of the Common Areas, the Tenant residing in the Dwelling Unit. Every Owner shall be treated for all purposes as a





single Owner for each Dwelling Unit held irrespective of whether such ownership is joint or in common. Where such ownership is joint or in common, the majority vote of such Owners shall be necessary to cast any vote to which such Owners are entitled.

(w) **"Ownership Interest"**. The entire right, title and interest of any Owner in all of the freehold and leasehold estates of such Owner in his Dwelling Unit.

(x) **"Plat"**. The subdivision plats creating Sublots, Common Areas and streets within the Property. The Plats will specifically designate thereon the Common Areas owned or to be owned by the Association.

(y) **"Person"**. A natural individual, corporation, partnership, limited partnership, limited liability company, trust or other entity to which the law attributes the capacity of having rights and duties.

(z) **"Property"**. The land described in Exhibit "A" of this Declaration as the same may from time to time be amended.

(aa) **"Proposed Dwelling Unit"**. Shall mean and refer to Dwelling Units proposed but not yet constructed or Dwelling Units under construction as shown on preliminary plans submitted by the Declarant and any subsequent plans approved by the City.

(bb) **"Rules"**. Rules and regulations promulgated by the Board that govern the operation and use of the Sublots, Dwelling Units, Areas of Common Responsibility, Common Areas, and any other property owned by the Association.

(cc) **"Site Plan"**. The preliminary site plan of the Property dated July 11, 2013, prepared by Polaris Engineering. The Site Plan may be supplemented and amended from time to time. The Site Plan shows the Property described in Exhibit "B".

(dd) **"Special Declarant Rights"** means those rights reserved for the benefit of the Declarant as provided for in this Declaration and the Code, and shall include, without limitation, the following rights: (1) to maintain sales offices, management offices, customer services offices, signs identifying and/or advertising the Property; (2) to grant and to reserve easements over the Property and to use easements through the Common Areas for the purpose of making improvements within the Property; and (3) to appoint or remove any Board Members or officers of the Association during the period that the Declarant has the right to elect or designate members of the Board.

(ee) **"Subdivision"** means the Corbett's Farm Subdivision as shown and graphically depicted on the Site Plan.

(ff) **"Sublot"**. A platted single-family lot upon which a Dwelling Unit has been or may be constructed.

(gg) **"Subsequent Amendment"**. An amendment to this Declaration which adds additional property to that covered by this Declaration, or deletes property from that which is



covered by this Declaration. A Subsequent Amendment may, but is not required to: (i) impose, expressly or by reference, additional restrictions and obligations on the land submitted by such Subsequent Amendment to the provisions of this Declaration; and/or (ii) otherwise amend this Declaration and/or the Code.

(hh) **"Tenant"**. Any person(s) having a possessory leasehold estate in a Dwelling Unit, other than an Owner.

### **ARTICLE III** **EASEMENTS**

#### **Section 3.1 - Utility Easements**

There is hereby reserved in favor of Declarant and granted to the Association, its successors and assigns, a non-exclusive easement upon, across, over, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of all utilities and service lines and systems including, but not limited to, water, storm and sanitary sewers, energy, drainage, gas, telephone, electricity, television, cable and communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Declarant and/or the Association and their successors and assigns, or the providing utility or service company, to install and maintain facilities and equipment on the Property provided that such facilities shall not materially impair or interfere with any Dwelling Units and provided further that any areas disturbed by such installation and maintenance are restored to substantially the condition in which they were found. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or located except as approved by the Declarant or the Design Review Committee or unless the same are shown on a recorded plat. There is hereby reserved in favor of the Declarant and the Association the right (but not the obligation) to grant neighboring property owners easements for utility purposes so long as the granting of easements for utility purposes does not overburden the utilities serving the Property. Any conflicts between the provisions of this Section and a plat granting similar easements shall be resolved in favor of the plat.

#### **Section 3.2 - Easement for Ingress and Egress**

There is hereby created a non-exclusive easement upon, across, over and through all roadways, sidewalks, walkways, pathways and parking areas constructed within the Common Areas in favor of Declarant and the Association, all Owners, Occupants, and their respective guests, licensees and invitees for pedestrian ingress and egress, to and from all of the various portions of the Property. Notwithstanding the foregoing, the Declarant and/or the Association may limit this right of ingress and egress by a Subsequent Amendment. There is hereby reserved in favor of the Declarant or the Association the right (but not the obligation) to grant neighboring property owners easements for roadway access purposes so long as the granting of an easement does not overburden the roadways serving the Property.

#### **Section 3.3 – Owner’s Easement of Enjoyment**

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Declarant, every Owner, an Occupant and the guest of such parties shall have a right and non-exclusive easement of use and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Sublot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and right to use of the recreational facilities (if any) by an Owner for any period during which any assessment against his Sublot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its Rules;

(b) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board. After the Class "B" Control Period, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been signed by seventy-five percent (75%) of the Members and has been recorded with the County.

### **Section 3.4 - Common Areas**

Declarant, all Owners, Occupants and the guests of such parties shall have the right to enter upon, and shall have the non-exclusive right and easement to use and enjoy the Common Areas for their intended purposes in accordance with this Declaration and the applicable Rules which shall be appurtenant to and shall pass with the title to every Sublot, subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board. After the Class "B" Control Period, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by seventy-five percent (75%) of the Members has been recorded.

### **Section 3.5 - Easements for Construction, Alteration, etc.**

Easements are hereby created in favor of the Declarant, the Association, all Owners, and their respective agents, contractors, and employees upon such portions of the Common Areas and Sublots as may be reasonably necessary for access thereto in connection with the construction, alteration, rebuilding, restoration, maintenance and repair of any Dwelling Unit or other structures and improvements within the Property or serving the Property; provided, however, that in the exercise of any rights under this easement, there shall be no unreasonable interference with the use of any Dwelling Unit, Sublot, or other structure or improvement on the Property. Any Person benefiting from the foregoing easement shall indemnify and save harmless the Declarant, the Association, and each Owner and Occupant from and against any and all losses, damages, liabilities, claims and expenses, including reasonable attorneys' and paralegals' fees resulting from any such construction, rebuilding, alteration, restoration, maintenance and shall repair any damage caused in connection with such activities to substantially the condition that existed prior to such activities.

### **Section 3.6 - Parking in Common Areas; Off-Street Parking Spaces**

There shall be no parking of motor vehicles within the Common Areas unless within marked off-street parking spaces (if any) as permitted by the Association and the City. The Declarant and/or the Association reserve the right and easement to create additional off-street parking spaces to be situated within the Common Areas.

### **Section 3.7 - Emergency and Service Easements**

There is hereby granted to the City and the County an easement for access to the Common Areas for emergency purposes or in the event of nonperformance of maintenance of improvements affecting the public interest. Advance notice is not required for emergency entrance onto the Common Areas. Fire, police, health, sanitation, medical, ambulance, school buses, utility company, mail service and other public or quasi-public emergency and service personnel and their vehicles shall have an easement for ingress and egress over and across all roads or drives within the Property for the performance of their respective duties.

### **Section 3.8 - Drainage Rights and Authority to Transfer Drainage and other Easement Rights to the City**

The Declarant, each Owner, and the Association shall have the non-exclusive right and easement in common to utilize storm detention and/or retention areas (if any), storm sewers and drainage pipes in, over, and upon the Common Areas for the purposes of drainage of surface waters on the Property, said right and easement being hereby established for said purpose. It shall be the obligation of the Association to properly maintain, repair, operate and control such drainage system on the Common Areas unless and until those easement areas are dedicated by the Association and accepted by the City and/or the County or other governmental authority having jurisdiction by formal action of the City and/or County. No Person shall interfere with the free flow of water through any drainage ditches or storm sewers within the Property.

### **Section 3.9 - Easement to Maintain Sales Offices, Models, Signage, etc.**

Notwithstanding any provisions contained in this Declaration to the contrary, so long as the construction and sale of Dwelling Units by the Declarant (or an Affiliate of the Declarant or the holder of Special Declarant Rights) is continuing within the Property, it shall be expressly permissible for the Declarant to maintain and carry on upon portions of the Common Areas such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction and/or sale of Dwelling Units within the Property, including, but not limited to, administrative/customer services, construction offices/trailers, parking signs, identification signs, sales signs, and sales and resales offices, and the Declarant, its guests, licensees and invitees shall have an easement for access to all such facilities. The right to maintain and carry on such facilities and activities shall specifically include the right to use Dwelling Units owned by the Declarant, as models and sales offices. The Declarant further reserves the right for itself and its successors, assigns, contractors, material suppliers and others performing work and furnishing materials to construct Dwelling Units and other improvements upon the Property to conduct business and carry on construction/site development activities during business hours that are customary within the Northeast Ohio area. This Section may not be amended or modified without the express written consent of the Declarant.

### **Section 3.10 - Maintenance Easement**

There is hereby reserved for the benefit of the Association and its agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement (but not the

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duty) to enter upon any Sublot for the purpose of maintenance and/or maintaining reasonable standards of health, fire safety, and appearance within the Property.

### **Section 3.11 – Environmental Easement**

There is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement on, over, and across the Common Areas and the vacant portion of a Sublot for the purpose of taking any action necessary to effect compliance with the environmental rules, regulations, and procedures from time to time promulgated or instituted by the Board, the Design Review Committee, or by any governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides and the right to maintain wetland areas.

### **Section 3.12 - Scope of Easements and Dedication of Roadways and Utilities**

As the improvements to be located within the Property for the easement rights granted or reserved hereunder may be definable within specific areas, the Declarant or the Association (with the Declarant's prior written consent so long as Declarant is a Class "B" Member) shall have the right (but not the obligation) to: (a) limit such easements to specific areas and purposes, and record a document or documents releasing the balance of the lands from the burden of such easements; and/or (b) record a plat or other document or documents setting forth the specific areas subjected to such easements; and/or (c) dedicate to public or private use specific areas (and the improvements contained therein) within the Property to meet the requirements of the County, City, and/or other public authorities having jurisdiction over the same. The Declarant or the Association may exercise any of such rights without the necessity of obtaining the consent or approval of Owners and other Persons for whose benefit the easement rights are granted or reserved.

### **Section 3.13 – Owner's Right to Ingress and Egress**

Each Owner shall have the perpetual right as an appurtenance to such Owner's Dwelling Unit to ingress and egress over, upon and across the Common Areas necessary for access to his or her Dwelling Unit, and such rights shall be appurtenant to and pass with the title to the Dwelling Unit.

### **Section 3.14 - Easements To Run With the Land**

All easements and rights described herein are easements appurtenant to the Property, including the Sublots, Dwelling Units, and the Common Areas, shall run with said lands, perpetually and at all times shall inure to the benefit of and be binding upon the Declarant, its successors and assigns, and any Owner, Tenant, Occupant, purchaser, mortgagee, or other Person having an interest in the Property, or any part or portion thereof. Reference to the easements and rights described in any part of this Declaration, in any deed of conveyance, lease, mortgage, trust deed, declaration for another type of residential association, or other evidence of obligation, shall be sufficient to grant such easements and rights to the respective grantees, lessees, mortgagees or trustees of such property, or any portion thereof, and to reserve to the grantor or lessor therein, their successors and assigns, as easements appurtenant to the remainder of the such properties, easements created by this



Declaration for the benefit of any Owner, Tenant, Occupant, purchaser, mortgagee, City, County, and/or other Person in respect to any portion of the Property as fully and completely as though such easements and rights were recited fully as set forth in their entirety in such document.

#### **ARTICLE IV** **OWNERSHIP AND OPERATION OF COMMON AREAS**

##### **Section 4.1 - Conveyances of Common Areas**

Declarant shall convey the Common Areas to the Association on or before termination of the Class "B" Control Period. Such conveyance shall be by limited warranty deed and shall have priority over all liens and encumbrances whatsoever except the easements, covenants, restrictions and provisions of this Declaration; easements, covenants, restrictions, conditions and other similar matters of record; real estate taxes and assessments which are a lien, but are not due and payable at the time of said conveyance; and zoning and other ordinances, if any. The Association shall hold title to said parcels subject to the provisions of this Declaration. After title to the Common Areas are transferred to the Association, except as otherwise provided herein (including the reservation by Declarant of easement rights), the Declarant shall have no greater ownership or control over the Common Areas than the ownership or control of Owners or Occupants within the Property, or the Additional Property as the same is added to the Property. The Declarant reserves the right to sign a transfer tax exemption form on behalf of the Association during or after the Class "B" Control Period.

##### **Section 4.2 - Use of Common Areas**

Any Owner may delegate, in accordance with the Code and subject to reasonable rules, regulations, and limitations as may be adopted in accordance therewith, and in further accordance with all City zoning restrictions, his or her right of enjoyment to the Common Areas to the members of his or her family, tenants, and social invitees and shall be deemed to have made a delegation of all such rights to the Occupants or Tenants of any leased Dwelling Unit.

##### **Section 4.3 – Alteration of Common Areas**

All alterations to the Common Areas, including, but not limited to, installation of any improvements, construction of any building or structure, or planting, trimming, or maintenance of any landscaping, lawn or trees, shall be made or done solely by or at the direction of the Association (or the Declarant, during the Class "B" Control Period, shall be done in accordance with all City zoning restrictions, and no such alterations shall be permitted to be completed by any Owner or Occupant without prior written approval of the Association.



**ARTICLE V**  
**THE ASSOCIATION**

**Section 5.1 - Existence**

The Association is an Ohio not-for-profit corporation. The Association shall not be terminated or dissolved unless the maintenance responsibilities of the Association with respect to the Common Areas are assumed by a successor association or successor in title to the Common Areas.

**Section 5.2 - Membership and Voting Rights**

(a) **Classes of Membership**

The membership of the Association is and shall be divided into two (2) classes:

- (1) **Class "A" Membership.** Each Owner of a Sublot, with the exception of the Declarant, shall automatically be a Class "A" Member of the Association. All Owners shall be Members of the Association, and membership in the Association is mandatory of all Owners of Sublots within the Property. The Class "A" Membership is appurtenant to the ownership of each Sublot and shall not be separable from the ownership of any Sublot and shall be deemed to have been terminated with any voluntary or involuntary conveyance of any Sublot, whether or not such membership is expressly referred to in the instrument effecting such conveyance, at which time the new Owner or other successor in interest shall immediately and automatically become a Member of the Association with all rights and responsibilities relative thereto. No Owner, whether one or more Persons, shall have more than one membership in the Association per Sublot owned.
- (2) **Class "B" Membership.** The Declarant shall automatically be the sole Class "B" Member of the Association.

(b) **Voting Rights**

- (1) **Class "A" Member.** Class "A" Members shall be entitled to one (1) equal vote for each Sublot in which they hold the interest required for membership under Section 5.2(a)(1) hereof; there shall be only one (1) vote for each Sublot. In any situation where a Member is entitled to exercise a vote and more than one (1) Person holds the interest in such Sublot required for membership, the vote for such Sublot shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the vote of the Sublot shall be suspended if more than one (1) Person seeks to exercise it. In the case of a Sublot owned or held in the name of a corporation, partnership, limited partnership, limited liability company, trust or other entity, a



certificate signed by such Owner shall be filed with the Secretary of the Association naming the Person authorized to cast a vote for such Sublot, which certificate shall be conclusive until a subsequent substitute certificate is filed with the Secretary of the Association. If such certificate is not on file, the vote of such entity shall not be considered, nor shall the presence of a Person purporting to act on behalf of such entity at a meeting be considered in determining whether the quorum requirement for such meeting has been met. When a fiduciary or other legal representative of an Owner has furnished to the Association proof of such person's authority, such person may vote as though he or she were the Owner.

- (2) **Class "B" Member.** The Class "B" member shall be the Declarant and shall be entitled to three (3) votes for each Sublot owned. The Class "B" membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or (ii) ten (10) years from the date of the filing of this Declaration. The period during which the Class "B" Membership exists is referred to as the "Class "B" Control Period."

For purposes of determining the number of votes allowed under this Section the total number of Sublots shall be ninety-five (95), which is the total number of Sublots which the Declarant intends to (but is not obligated to) submit to the provisions of this Declaration.

### **Section 5.3 - Board and Officers of the Association**

The Board and the Officers of the Association shall be elected as provided in the Code and shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, the Articles of Incorporation and Code, except as otherwise specifically provided.

### **Section 5.4 - Powers of the Association**

Notwithstanding the rights and easements of enjoyment and use created in Article III of this Declaration, and in addition to any power the Association shall have pursuant to this Declaration or in law, the Association shall have the power:

(a) To borrow money from time to time for the purpose of improving the Common Areas or for meeting its obligations with respect to the Areas of Common Responsibility, and may secure said financing by an assignment of future income from Assessments; provided, however, no such financing shall be secured with a mortgage upon any portion of the Property owned by the Association.

(b) To take such steps as are reasonably necessary to protect the Common Areas from foreclosure.

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(c) To convey the Common Areas or a portion thereof, to a successor; provided, however, that any such conveyance shall require the affirmative vote of seventy-five percent (75%) of each class of Members, and provided further that such successor shall agree, in writing, to be bound by the easements, covenants, restrictions and spirit of this Declaration, provided that if ingress and egress to any Sublot is through any Common Area, such conveyance shall be subject to the Owner's easement of ingress or egress.

(d) To enter or authorize its agents to enter on or upon the Property, or any part thereof, when necessary in connection with any maintenance, repair or construction for which the Association is responsible or has a right to maintain, repair or construct. Such entry shall be made with as little inconvenience to the Owner and Occupants thereof as practicable and any damage caused thereby shall be repaired by the Association.

(e) To grant or obtain or dedicate to public use easements and rights-of-way (i) for access and easements for the construction, extension, installation, maintenance or replacement of utility services and facilities, or (ii) to or from a public utility or governmental authority, and to or from any body or agency which has the power of eminent domain or condemnation over any portion of the Property; provided, however, that after the Class "B" Control Period no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer be signed by seventy-five percent (75%) of the Members has been recorded. Prior to the termination of the Class "B" Control Period the Declarant has the exclusive authority to exercise the right of dedication or transfer.

## **ARTICLE VI** **RESPONSIBILITIES OF THE ASSOCIATION**

The Association shall have the exclusive duty to perform the following functions:

### **Section 6.1 - Maintenance of Areas of Common Responsibility**

The Association shall maintain the Areas of Common Responsibility in a clean, safe, neat, healthy and workable condition, and in good repair, and shall promptly make all necessary repairs and replacements, structural and nonstructural, ordinary as well as extraordinary, subject only to the provisions of this Declaration. The Association has the right to set aside portions of the Common Area (including Open Space) to be left to grow in their natural state. The Association is under no obligation to clear, trim, mow, fertilize or otherwise maintain the natural vegetation in such natural areas. The Association may provide equipment and supplies necessary for the maintenance (including landscape maintenance) and enjoyment of such property. All work performed by the Association under this Article shall be performed in a good and workmanlike manner.

The City, as a third party beneficiary, may, although under no obligation or duty to do so, compel the Association's compliance with this Section 6.1 as the City deems necessary by court action or by any other means. The City shall have the right, after thirty (30) days written notice to the Association, to perform such actions required of the Association hereunder, with the costs thereof levied as an Assessment against the Association in the same manner that the Association may levy Assessments against an Owner pursuant to Article IX herein. Should the Association fail to pay



such Assessment to the City, the City shall have the same enforcement rights against the Association as the Association has against a delinquent Owner pursuant to Sections 9.3 and 9.9 herein, and shall have the right to (i) place a lien against the Common Areas in the same manor as provided in Article X herein for liens by the Association placed on Dwelling Units, and (ii) may levy Assessments against Dwelling Unit Owners for the payment of such Assessment in the same manor as the Association may levy Assessments against Owners, and, in the event any such Owner shall fail to pay any such Assessment levied by the City, the City shall have all remedies as the Association for such failure, including, but not limited to, the right to place a lien on a nonpaying Owner's Dwelling Unit pursuant to Article X herein.

The following are included among such Areas of Common Responsibility:

(a) **Entrances.** To operate, and to maintain, repair and replace, any entranceway area at or in the vicinity of any entrance to the Property from public roadways, and all associated landscaping and other related facilities, walkways, benches, signs, lighting, and decorative walls, situated at or in the vicinity of the entrance(s) to the Property.

(b) **Common Areas and Open Spaces.** To maintain all improvements and landscaping situated within the Common Areas (including, but not limited to, entrances, fences, walls, gates, sidewalks, and all walking or recreation paths, paving, and all utilities installed within such Common Areas) in a good and attractive condition, for the use and enjoyment of Owners. The Association shall accept a deed to and hold title to such areas in accordance with Section 4.1.

(c) **Common Area Lighting.** With respect to all parts (including, but not limited to, poles, standards, fixtures) of a lighting system (if any) which may be installed by or at the direction of Declarant or the Association in the Common Areas, to maintain the same in good order and condition, to make all replacements and renewals necessary to so maintain the same, and to operate and to pay all costs of operating the same. (Each Owner shall pay the cost of operating any and all lights within such Owner's Sublot, and shall maintain the same in good order and working condition, making all necessary replacements and repairs.)

(d) **Maintenance of Non-Association Property.** The Association shall maintain property which it does not own, including, without limitation, property dedicated to the public, if the Board determines that it is in the best interest of the Association for the Association to maintain the same.

(e) **Storm Water Drainage.** To maintain all piping, culverts, drains, storm water detention and retention basins, and other facilities now or hereafter situated upon any portion of the Property that are not the responsibility of the City or the County and which are intended for the collection, retention, detention, transmittal or disposal of storm-water in clean and sanitary condition and in good order and repair and to make all replacements and renewals necessary to so maintain the same. The Owner's responsibilities shall be deemed transferred to the Association concurrently with the conveyance of the Common Areas to the Association pursuant to Section 4.1 of this Declaration. Furthermore, the Areas of Common Responsibility shall include mowing, cleaning trash and debris from outlet structures and removing accumulated sediment from any storm water detention and retention basins. On at least an annual basis, all storm water drainage systems shall be inspected by a

qualified storm water professional to determine if any repairs are necessary, which repairs, if necessary, shall made in an efficient manner. The inspections shall include, inspecting embankments and outlet structures for damage and proper flow and monitoring sediment accumulations.

## **Section 6.2 - Taxes and Assessments**

The Association shall pay all taxes and assessments levied against portions of the Property owned by the Association, including, without limitation, personal property taxes, general real estate taxes and special assessments certified by the applicable public authority following conveyance of such property to the Association, the same to be prorated to the date such property is created as a separate tax parcel and is submitted to this Declaration.

## **Section 6.3 - Utilities**

The Association shall pay all charges for water, sewer, electricity, light, heat or power, telephone and other services used, rented or supplied to or in connection with any property owned and/or operated by the Association. All such utility services shall be contracted for, metered and billed by and through the Association.

## **Section 6.4 – Maintenance of Common Area Landscaping**

The Association shall provide maintenance, repair, and replacement of the lawn and landscaping situated within designated areas of the Common Areas (subject to the provisions of Section 6.1). Such maintenance may include, but may not be necessarily limited to, irrigation, mowing and edging or lawn areas, weeding, fertilizing, replacement of dead plant material, re-seeding and re-mulching.

## **Section 6.5 - Insurance and Reconstruction**

The insurance which shall be carried upon the Common Areas shall be governed by the following provisions:

(a) **Casualty Insurance.** The Association shall carry casualty insurance on all insurable improvements comprising the Common Areas and all personal property as may be owned by the Association and for which the Association is responsible (the “**Casualty Policy**”). Such insurance shall be written in the name of, and the proceeds thereof shall be payable to the Association. The casualty insurance to be purchased hereunder by the Association shall be in an amount not less than one hundred percent (100%) of the insurable replacement cost of such improvements, with a "Guaranteed Replacement Cost Endorsement" (excluding excavation and foundation costs and other items normally excluded from coverage), as determined by a qualified appraiser, the amount determined and the insurance to be reviewed annually and adjusted if necessary. The cost of the appraisal shall be a Common Expense. Such insurance shall include the following coverages:

- (1) loss or damage by fire and other hazards covered by the standard extended coverage endorsement;

- (2) such policy shall include, if reasonably available, a "Construction Code Endorsement" or its equivalent, a "Demolition Cost Endorsement" or its equivalent, an "Increased Cost of Construction Endorsement" or the equivalent, a "Contingent Liability from Operation of Building Laws Endorsement", or its equivalent, and an "Agreed Amount and Inflation Guard Endorsement" or its equivalent; and
- (3) such other risks (including flood insurance if such insurance is available) as from time to time customarily shall be covered with respect to improvements similar to those within the Common Areas in construction, location and use, including, but not limited to, debris removal, vandalism, malicious mischief, windstorm and water damage, subject to such deductible amounts as the Board shall determine, provided, however, such deductible amounts shall not exceed the lesser of Five Thousand Dollars (\$5,000) or one percent (1%) of the policy amount. Deductible amounts shall be treated as a Common Expense.

(b) **Liability Insurance for Common Areas.** The Association shall insure itself, the members of the Board, and the Owners and Occupants of Dwelling Units against liability for personal injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Common Areas, including, without limitation, water damage, legal liability, hired automobile, non-owner automobile and off-premises employee coverage, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000) in respect to personal injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000) in respect to any one occurrence, and to the limit of not less than One Million Dollars (\$1,000,000) in respect to damage to or destruction of property arising out of any one accident. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Owners as a group to an Owner. In the event the insurance effected by the Association on behalf of the Owners and Occupants of Dwelling Units who are not Owners against liability for personal injury or property damage arising from or relating to the Common Areas shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a Common Expense to the Owners. The Association shall also obtain directors and officers liability coverage, if reasonably available.

(c) **Fidelity Bonds.** To the extent available for a reasonable premium, a fidelity bond indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association, a Board member, an Owner or of any other person handling the funds of the Association (including a managing agent, a management company and its employees who control or dispense the funds of the Association), in such amount as the Board shall deem desirable on the exercise by the Board of its best business judgment, but in no event shall the amount of the bond be less than an amount equal to three (3) months' Assessments, plus reserves in the custody of the Association, managing agent or management company. The fidelity bond shall name the Association as the obligee, and the premium for such bond shall be a Common Expense. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.



Such bond shall provide that it may not be canceled for non-payment of any premiums or otherwise substantially modified without ten (10) days prior written notice to the Association.

(d) **Flood Insurance.** The Association shall carry flood insurance on all insurable improvements comprising the Common Areas located within a designated flood plain and floodway, as defined by currently effective federal law or regulation.

(e) **Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association prior to the expiration date of such policies and shall be assessed as Common Expenses.

(f) **Owner Casualty and Liability Insurance.** Each Owner shall, at his or her own expense, obtain: (A) casualty insurance covering his or her Dwelling Unit; (B) flood insurance if the Dwelling Unit is located within a designated flood plain or floodway as defined in (d) above; (C) casualty insurance covering the contents of his or her Dwelling Unit and (D) public liability insurance for personal injuries or damage arising out of the use and occupancy of his Dwelling Unit and Sublot.

(g) **Rating of Insurance Company.** All policies for insurance of the Association shall be written with a company licensed to do business in Ohio and holding a rating of B/VI or better in the Financial Category as established by A. M. Best Company, Inc. if reasonably available, or, if not available, the most nearly equivalent rating.

(h) **Annual Review of Policies.** All policies for insurance shall be reviewed annually by the Board to determine whether the coverage contained in the policies is sufficient to make any and all necessary repairs or replacement of the property which may have been damaged or destroyed.

(i) **Waiver of Subrogation.** Each Person as a condition of accepting title and/or possession of a Dwelling Unit and the Association agree for themselves, and their respective successors, heirs, executors, administrators, personal representatives, assigns, and lessees, provided said agreement does not invalidate or prejudice any policy of insurance, that in the event that any building, structure or improvement within the Property or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance, the rights, if any, of any of them against the other, or against the employees, agents, licensees or invitees of any of them with respect to such damage or destruction and with respect to any loss resulting therefrom are hereby waived.

(j) **Renter's Insurance.** If an Owner rents his Dwelling Unit, such Owner shall require his tenant to obtain a "Renter's Insurance Policy."

#### **Section 6.6 - Management**

The Association shall provide the management and supervision for the operation of the Areas of Common Responsibility. The Association shall establish and maintain such policies, programs and procedures to fully implement this Declaration for the purposes intended and for the benefit of the Members and may, but shall not be required to:

- (a) Adopt Rules;
- (b) Engage employees and agents, including without limitation, security personnel, attorneys, accountants and consultants, maintenance firms and contractors;
- (c) Delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company. Such delegation may be evidenced by a management contract which shall provide for the duties to be performed by the managing agent and for the payment to the managing agent of a reasonable compensation. Upon the expiration of each management agreement, the Association may renew said management agreement or enter into a different agreement with the same or a different managing agent, provided that no management agreement or renewal thereof shall be for a period longer than one (1) year (subject to the right of either party to terminate the management contract without cause and without payment of a termination fee, upon ninety (90) days written notice to the other party), and provided, further, that the Board may designate a different managing agent with whom the Association shall enter into an agreement after the end of the then existing management agreement.

#### **Section 6.7 - Rules and Regulations**

The Association, through the Board, may make and enforce reasonable rules and regulations governing the Areas of Common Responsibility, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Code of the Association. An Owner shall be subject to the foregoing sanctions in the event of a violation by such Owner, his family, guests, Tenants or by his co-Owners or the family, guests or Tenants of such co-Owners. Furthermore, the Association, through the Board, may, by contract or other agreement, enforce City or County ordinances or permit the City, County or other governmental authority having jurisdiction to enforce ordinances on the Property for the benefit of the Association and its Members. The City and the County shall each have the right, but not the obligation, to enforce the Rules and Regulations in the same capacity as the Association.

#### **Section 6.8 - Original Declarant's Rights**

During the Class "B" Control Period, the Original Declarant shall exercise all or any of the powers, rights, duties and functions of the Association, including, without limitation, the right to levy special assessments as authorized herein, the right to enter into a management contract, the right to obtain insurance under Original Declarant's blanket policy (if any), the right to perform each duty and obligation of the Association set forth herein, the right to collect assessments and disburse all funds of the Association, and the right to have a lien (and to foreclose said lien) on a Dwelling Unit for unpaid assessments in the manner and to the extent granted to the Association as herein provided.

#### **Section 6.9 – Enforcement of Covenants**



The Association shall take all actions reasonably necessary under the circumstances to enforce the covenants and restrictions set forth in Article VII hereof. The City and the County shall each have the right, but not the obligation, to enforce the covenants and restrictions in the same capacity as the Association.

## **ARTICLE VII** **COVENANTS AND RESTRICTIONS**

The intent of this Declaration is to cause the Property to be well kept and maintained. Therefore, the covenants and restrictions provided in this Article shall be applicable to the Owners, Land Contract Vendees, Lessees, Tenants and Occupants of the Property. The following Covenants and Restrictions shall be broadly construed and interpreted in furtherance of this intent. The Association, acting through its Board, shall have standing and the power to enforce such standards.

The Association, acting through the Board, shall have authority to make and to enforce standards and restrictions governing the use of the Property in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. Such regulations and use restrictions shall be binding upon all Owners, Land Contract Vendees, Lessees, Tenants and Occupants.

### **Section 7.1 - Covenant of Good Maintenance**

Each Owner shall have the exclusive duty to maintain the interior of such Owner's Dwelling Unit and Sublot in good condition and repair and shall keep the exterior and interior of such Dwelling Unit, Sublot, and the adjacent Common Areas free from debris, rubbish, rubble and other conditions created by such Owners or Occupants or their guests. If a maintenance, repair or replacement required of an Owner, is not promptly commenced or is not diligently and continuously completed by an Owner, the Association, after approval of two-thirds (2/3) vote of the Board, shall have the right (but not the obligation) through its agents and employees, to enter upon said Owner's Sublot and to commence or complete the maintenance, repair or replacement and shall charge the Owner for the cost thereof (together with a reasonable charge for the Association's overhead or administrative costs). If said charge is not paid by the Owner, the Association shall levy a special Assessment against the Owner.

### **Section 7.2 - Trailers, Sheds and Temporary Structures**

No temporary building, trailer, recreation vehicle, garage, tent, or any similar structure shall be used, temporarily or permanently, as a residence or office on any part of the Property at any time. Subject to City regulations, Declarant shall have the right to maintain a temporary trailer on the property in accordance with Article III, Section 3.9 hereof. No shack, barn or shed shall be permitted on any Sublot.

### **Section 7.3 - Fences, Walls and Hedges**

Fences, walls, trees, hedges, and shrub plantings shall be maintained in a sightly and attractive manner, and shall not obstruct the right-of-way sight lines for vehicular traffic. Fences and



walls of any kind shall not be erected, begun or permitted to remain upon any portion of the Property unless approved by the Design Review Committee or unless originally constructed by Declarant. No fence or wall shall exceed four (4) feet in height and must be situated behind the rear elevation of the home. No chain link fences shall be permitted.

#### **Section 7.4 – Jungle Gyms and Recreational Apparatuses**

Jungle gyms or any similar recreational apparatuses of any kind shall not be erected, begun, or permitted to remain on any portion of a Sublot unless approved by the Design Review Committee or unless originally constructed by the Original Declarant.

#### **Section 7.5 – Nuisance**

No noxious or any activity constituting an unreasonable source of discomfort or annoyance shall be carried on upon any portion of the Property (including the Dwelling Units situated thereon), nor shall anything be done thereon that may be or become a nuisance or annoyance to other Owners. The Board shall have absolute power to determine what is “reasonable” and what is “unreasonable” under this Section except that the Board’s determination shall not bind the City, County, or other governmental agency in enforcing nuisance laws.

#### **Section 7.6 – Animals**

No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any portion of the Property (including the Dwelling Units situated thereon) except that dogs, cats, birds and other customary household pets approved by the Board may be kept, subject to Rules adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or annoyance shall be permanently removed from the Property upon three (3) days written notice from the Board. Dogs shall at all times whenever they are outside a Dwelling Unit be confined within a fenced-in area (including an invisible fence) or on a leash held by a responsible person.

#### **Section 7.7 – Signs**

No sign or other advertising device of any nature shall be placed upon any portion of the Property except for signs and advertising devices installed by or at the direction of the Design Review Committee, or which the Design Review Committee approves as to color, location, nature, size and similar characteristics. “For Rent” signs are prohibited. “For Sale” signs are permitted with the prior written approval of the Design Review Committee as to type, size and location of such signs. Notwithstanding the foregoing, the restrictions of this Section 7.7 shall not apply to Declarant. Furthermore, the right to install signs and the type of signage must comply with City requirements.

#### **Section 7.8 – Storage of Material and Trash Handling**

No lumber, metals, bulk material, refuse or trash shall be burned, whether in indoor incinerators or otherwise (excluding the burning of firewood in a fireplace), kept, stored or allowed

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to accumulate on any portion of the Property, except normal residential accumulation pending pick-up and except subject to City regulations, building materials during the course of construction or reconstruction of any approved building or structure, except firewood may be stored within Dwelling Units, but not outside Dwelling Units (and not on decks (if permitted) patios). If trash or other refuse is to be disposed of by being picked up and carried away on a regular recurring basis, containers may be placed in the open on any day that a pick-up is to be made, thereby providing access to persons making such pick-up. At all other times such containers shall be stored in such manner that they cannot be seen from adjacent and surrounding property. No dumping of rubbish shall be permitted on any portion of the Property. Anything herein to contrary notwithstanding, the Association or the Board may adopt a Rule or Rules which permit burning, incineration or storage of refuse or trash if the same becomes reasonably necessary for the safety, health or welfare of the Occupants, and is permitted by law. No clothing, laundry or other household items may be hung outside Dwelling Units (or on patios), unless such items are not visible from any street within the Property.

#### **Section 7.9 – Commercial or Professional Uses**

Except as expressly permitted in this Declaration, or by Rules adopted in accordance with this Declaration, no industry, business, trade or full-time occupation or profession of any kind, commercial, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property; provided, however, subject to City ordinance or regulations an Occupant may use a portion of his or her Dwelling Unit for his or her office or studio, so long as the activities therein shall not interfere with the quiet enjoyment or comfort of any other Occupant and that such use does not result in the Dwelling Unit becoming principally an office, school or studio as distinct from a Dwelling Unit. Any employee of a permitted business other than the Owner of that Sublot shall not visit the property at any time for any commercial purpose.

#### **Section 7.10 – Storage of Vehicles and Machinery**

No commercial truck or van (except for a non-commercial two-axle truck or van with no more than four tires), camper, camper trailer, recreation vehicle, boat, boat trailer, all-terrain vehicle, airplane, snowmobile, commercial vehicle, mobile home, tractor, bus, farm equipment, off-road vehicles or other vehicle (except for automobiles with two axles and four tires and motorcycles) of any kind, licensed or unlicensed, shall be stored on any driveway or other area in or upon the Property, except in the confines of garages, or parking areas approved by the Design Review Committee subject to City regulations. No machinery of any kind shall be placed or operated upon any portion of the Property except such machinery which is customarily required for the maintenance of the Property, related improvements, lawns and landscaping. Notwithstanding the foregoing, the Declarant may maintain a construction/office/sales trailer(s) on the Common Areas and on Sublots owned by the Declarant so long as the construction and sales by the Declarant (an affiliate of Declarant or the holder of Special Declarant Rights) of the Dwelling Units is continuing.



### **Section 7.11 – Firearms; Preservation of Wildlife**

Firearms, ammunition and explosives of every kind shall not be discharged nor shall any traps or snares be set, nor shall any hunting or poisoning of wildlife of any kind be permitted in or upon the Property, except for rodent control, with the prior written approval of the Board.

### **Section 7.12 – Control of Trucks, Commercial Vehicles**

No tractor trailers, commercial tractors, commercial vehicles, road machinery, excavating equipment shall be permitted to remain on any portion of the Property or on the public right-of-way adjoining any portion of the Property for any period of time whatsoever, except while making deliveries or performing services thereon and except as necessary for the improvement, construction, reconstruction or repair of buildings or structures or other improvements on the Property subject to compliance with City zoning requirements.

### **Section 7.13 – Mailboxes**

Only those types of mailboxes, as installed by the Declarant, will be permitted. No additions to the original mailboxes will be permitted. Mailboxes shall generally be installed two (2) to a post, except if the arrangement of Dwelling Units in odd numbers reasonably requires the installation of a post with a single mailbox. Separate stand-alone mailboxes for newspapers are prohibited. All replacements of mailboxes shall be uniform and duplicate in appearance to the size, type, color and location of the mailboxes installed by the Declarant.

### **Section 7.14 – Poles, Wires, Antennae and DDS Satellite System**

Subject to applicable easement rights, no facilities, including poles and wires, for the transmission of electricity, telephone messages, ham radio messages and the like shall be placed or maintained above the surface of the ground in any portion without the prior approval of the Design Review Committee and subject to City regulations. This provision shall not apply for temporary facilities for the construction or repair of any building or other structure. A Digital or Direct Satellite System (“**DDS System**”), thirty-nine inches (39”) or less in diameter, may be attached to a Dwelling Unit so long as the DDS System is not visible from the street, and so long as the prior approval of the location of the DDS System is given by the Design Review Committee and the same complies with City zoning requirements.

### **Section 7.15 – Swimming Pool and Hot Tub Restrictions**

No above ground swimming pools are permitted on the Property. Wading pools, no more than two (2) feet in height, installed temporarily during the summer months, are permitted in the rear of the Sublot. In ground pools are permitted with the approval of the Design Review Committee. Hot tubs must be located directly behind the rear elevation of a Dwelling Unit, on a deck or patio immediately adjacent to the Dwelling Unit. No hot tub shall exceed thirty (30) square feet of surface area and a depth of 3.5 feet. Each Owner of a hot tub must maintain the filtration system in proper working order, and in no case shall any hot tub be drained onto any portion of the Property other than the property of the hot tub Owner. Any approved hot tub must be kept in a clean and sanitary



condition at all times and must have covers that shall be fastened and key locked when unattended and/or not in use. hot tubs must have the prior approval of the Design Review Committee.

#### **Section 7.16 – Fire Pits**

Fire pits may be installed within Sublots only with the prior approval of the Design Review Committee, subject to the provisions of this Section 7.16. Fire pits must be located behind the rear elevation of a Dwelling Unit, and within the confines of the side building lines. Additionally, fire pits must be located a minimum of five (5) feet from a Dwelling Unit, deck, or other flammable structure. Fire pits must be located within a concrete or other nonflammable patio.

#### **Section 7.17 - Alterations to Exterior of Dwelling Units**

The exterior of any building or structure in the Property shall not be altered, modified, changed or redecorated in such a way as to change the appearance or decor of the structure, nor shall any of the landscaping appurtenant to such building or structure be materially changed without the express written authorization of the Board and the Design Review Committee.

#### **Section 7.18 – Grading and Drainage**

No person shall change the grade on any portion of the Property without first obtaining the consent of the Design Review Committee. No Person shall interfere with the free flow of water through any drainage ditches or storm sewers within the Property. The City, County or other governmental authority having jurisdiction shall have the right (but not the obligation) to enter upon the Common Areas of the Property to repair and maintain all storm, drainage, courses, ditches, structures and appurtenances for the purpose of relieving any flooding condition or threatened flooding condition which might be harmful to other property.

#### **Section 7.19 – Resubdivision of Sublots**

No Sublot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise after acquisition from the Declarant. Declarant, however, hereby expressly reserves the right to replat any Sublot owned by the Declarant.

#### **Section 7.20 - Use of the Name "Corbett's Farm"**

No Person shall use the name "Corbett's Farm" or any derivative thereof in any printed or promotional material without the prior written consent of Declarant. However, Owners may use the name "Corbett's Farm" in printed and promotional material where such word is used solely to specify that particular property is located within the Property.

#### **Section 7.21 - Compliance with City, County or other Government Codes**

Each Owner shall comply with all City, County, and other governmental requirements. It is agreed that a violation of any such requirements or any restriction, condition, covenant or restriction

imposed now or hereafter by the provisions of this Declaration is a nuisance per se that can be abated by the Association or such governmental authority.

### **Section 7.22 - Sale, Leasing or Other Alienation of Dwelling Units**

(a) **Owner's Right to Lease Dwelling Unit.** An Owner shall have the right to lease all (but not less than all) of such Owner's Dwelling Unit upon such terms and conditions as the Owner may deem advisable, except that no Dwelling Unit shall be leased or subleased for transient or hotel purposes. Any lease or sublease of a Dwelling Unit for a period of less than six (6) months shall be deemed to be a lease or sublease for transient or hotel purposes. Any lease or sublease of a Dwelling Unit shall be in writing and shall provide: (1) that the lease or sublease shall be subject to the terms of this Declaration, the Code and Rules and that any failure of a lessee to comply with the terms of this Declaration, the Code and Rules shall be in default under the lease or sublease; (2) that the Association shall have the right to require the Owner to deposit with the Association an amount not to exceed two months' rent as security to provide funds for repairs and to assure compliance with this Declaration, the Code and Rules; (3) the form of lease shall be subject to the approval of the Association; and (4) the limitations with respect to leasing of Dwelling Units shall not apply to the: (A) Declarant or an Affiliate of the Declarant; (B) an Eligible Mortgage Holder in connection with a mortgage foreclosure (or a acceptance of a deed in lieu of foreclosure) or with respect to any sale or transfer from a Eligible Mortgage Holder or any other Person who acquired the Dwelling Unit in connection with a foreclosure or deed-in-lieu.

(b) **Association's Rights with Respect to Leased Dwelling Units.** Violations of these covenants, conditions or restrictions shall be grounds for the Association or any Owner to commence a civil action for damages, injunctive relief, or both, and an award of court costs and reasonable attorneys' fees in both types of action. The Association has the following rights in order to implement the provisions of this Section 7.22:

- (1) The Association may initiate eviction proceedings pursuant to Chapters 5321 and 1923 of the Ohio Revised Code to evict a tenant for a violation of this Section. The action shall be brought by the Association, as the Owner's agent, in the name of the Owner.
- (2) In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Owner at least ten (10) days' written notice of the intended eviction action.
- (3) The costs of any eviction action brought pursuant to this Section, including reasonable attorneys' fees, shall be charged to the Owner and shall be the subject of a special assessment against the offending Dwelling Unit and made a lien against that Dwelling Unit.

(c) **No Sale or Rental to a Sexually-Oriented Offender.** No Owner shall lease, convey or transfer a Dwelling Unit to any Person who is required pursuant to the provisions of Section 2950.04 of the Ohio Revised Code (or other similar statute from any other jurisdiction), to register as a sexually-oriented offender, nor shall any Owner permit any Dwelling Unit to be occupied by any such sexually-oriented offender. Neither the Declarant nor the Association shall be liable to any

Owner, Occupant or their guests, as a result of the Declarant's or the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provision of this restriction.

(d) **Names of Owners and Occupants of Dwelling Units.** To enable the Association to maintain accurate records of the names, addresses and phone numbers of Owners and other Occupants of the Dwelling Units, each Owner agrees to notify the Association, within five (5) days after such Owner's Dwelling Unit has been transferred or leased to another person. In addition, each Owner agrees to provide to a purchaser or lessee of such Owner's Dwelling Unit a copy of this Declaration, the Code, the Rules and other relevant documents.

### **Section 7.23 - Violation of this Article**

(a) If any Person required to comply with the foregoing Covenants and Restrictions is in violation of any one of same, including, but not by way of limitation, design review criteria or standards established by the Design Review Committee, the Declarant (as long as the Declarant is a Class "B" Member of the Association) or the Board and/or the Design Review Committee and/or the Covenants Committee (as defined in Article VIII, Section 3 of the Code) shall have the right to give written notice to such Person to terminate, remove or extinguish such violation. Such notice shall expressly set forth the facts constituting such violation.

(b) Except in the case of an emergency situation, the violating party shall have fifteen (15) days after written notice of the violation to take reasonable action to cause the removal, alleviation or termination of same. In the case of an emergency situation, or in the case of the failure of the violating party to comply with the provisions hereof after notice, the Declarant and/or the Association shall have the right, through their respective agents and employees, to enter upon the land where the violation exists and to summarily terminate, remove or extinguish the violation. In addition to the foregoing, the Declarant and/or the Association shall have the right to obtain an injunction from any court having jurisdiction for the cessation of such violation or attempted violation of this Article. The rights and remedies of the Association and Declarant contained in this Article shall be nonexclusive and in addition to any other right or remedy available at law or in equity, including a claim or action for specific performance and/or money damages (including punitive damages), and attorneys' and paralegals' fees. Furthermore, the failure or neglect to enforce any term, covenant, condition, restriction, right or procedure herein shall in no event and under no circumstance be construed, deemed or held to be a waiver with respect to any subsequent breach or violation thereof. Subject to the provisions of the Section of the Code entitled, "Hearing Procedure", a Person in violation of this Article VII shall be obligated to the Association and/or Declarant for money damages and for the full amount of all costs and expenses, including attorneys' and paralegals' fees, incurred to remedy any such violation. If said amounts are not paid within ten (10) calendar days following said notification, then said amount shall be deemed "delinquent", and shall, upon perfection as provided in Section 8.4, become a continuing lien upon the portion of the Property owned or occupied by such Person(s) and a personal obligation of the Person(s) violating this Article. In addition, the Owner of any portion of the Property shall be liable jointly and severally for any obligations of any Occupant of such Owner's property.



### **Section 7.24 – Displaying the Flag of the United States**

Pursuant to Section 5301.072 of the Ohio Revised Code, the placement of a flagpole that is used for the purpose of displaying of the flag of the United States shall be permitted within the Sublot of the Owner or shall be permitted on the exterior of the Owner's Dwelling Unit in accordance with the following:

- (a) Flags shall be displayed in accordance with the following:
  - (1) The patriotic customs set forth in 4 U.S.C.A. 5-10, as amended, governing the display and use of the flag of the United States;
  - (2) The consent of the Owner of the Dwelling Unit;
  - (3) The recommended flagpole standards set forth in "Our Flag," published pursuant to S.C.R. 61 of the 105th Congress, 1st Session (1998);
  - (4) Any federal law, proclamation of the President of the United States or the governor of the State of Ohio, a section of the Ohio Revised Code, or local ordinance or resolution; and
  - (5) The compliance with the regulations set forth in (b) below.
- (b) In addition to (a) above, the following regulations shall govern the display of a United States flag:
  - (1) The size of the flag shall not exceed 3 feet by 5 feet.
  - (2) The display of a flag on a flagpole (not to exceed twenty feet in height) shall only be permitted within the Sublot of the Owner displaying the flag or the display of a flag on the exterior of an Owner's Dwelling Unit. The Board shall have the right to designate the precise location of the exterior of the Dwelling Unit from which the flag may be displayed.
  - (3) No exterior lighting of the flag shall be permitted.
  - (4) If displayed immediately adjacent to the exterior side of the Owner's Dwelling Unit, screws or nails holding the flag shall be made into wood and not into vinyl or other non-wood siding, nor into brick or stone. The Owner shall be responsible for the repair of any damage to the Dwelling Unit caused by such installation.
  - (5) A total of no more than one flag may be displayed on a Sublot or a Dwelling Unit.

(c) Pursuant to Section 5301.072(B) of the Ohio Revised Code, a covenant, condition, restriction, rule regulation, bylaw, governing document or agreement of the construction of any of these items that violates Subsection (a) above is against public policy and unenforceable in any court of this state to the extent it violates said Subsection (a) above.

#### **Section 7.25 - Restrictions of Other Documents**

Nothing contained in this Declaration shall preclude the imposition of more stringent restrictions imposed elsewhere in this Declaration, restrictions imposed on Sublots within subdivisions, restrictions imposed in deeds conveying the Property or portions thereof and restrictions imposed by the Design Review Committee so long as such restrictions are not inconsistent with restrictions imposed by the this Declaration, created by the Association or adopted by the Board. The City and County are third party beneficiaries of the provisions of this Declaration; provided, however, if the City's or County's zoning, building or other requirements of ordinances and general law are more restrictive than these covenants and restrictions, the City's or County's requirements, as the case may be, shall prevail.

#### **Section 7.26 - Certificate of Compliance with Restrictions in Connection with Resales of Dwelling Units**

Upon an Owner's reconveyance of such Owner's Dwelling Unit or an interest therein, such Owner (i.e. seller) shall request the Association to issue a Certificate of Compliance stating that the Association has no record of a violation of this Article and stating the unpaid Assessments and amount of the Assessments attributable to such Dwelling Unit. A Certificate of Compliance may be relied upon by all persons for all purposes. Neither the Board, nor such officer or agent shall have any liability to the seller, buyer or mortgagee of a Dwelling Unit or to others if the Certificate of Compliance issued hereunder is not correct. The Association may require the advance payment of a reasonable processing fee for the issuance of the Certificate of Compliance. The Certificate shall be substantially in the form of Exhibit "C" attached hereto.

### **ARTICLE VIII** **DESIGN REVIEW COMMITTEE**

#### **Section 8.1 – Power of Design Review Committee**

There is hereby created a Design Review Committee for the purpose of architectural and engineering control to secure and maintain an attractive, harmonious residential community. The Declarant shall function as and grant all approvals provided for herein until the Declarant conveys the last Sublot the Declarant owns within the Property except that the Declarant may elect to delegate and assign such duties and responsibilities to the Design Review Committee prior to that time. The Design Review Committee appointed by the Declarant need not be made up of members of the Association. After the Declarant has conveyed the last Sublot, the Design Review Committee shall be composed of no less than three (3) individuals appointed by the Board of Directors to serve at the Board's pleasure. A vote of the majority of members of the Design Review Committee shall be required to constitute the decision of the Design Review Committee. This Article may not be amended without the Declarant's written consent so long as the Declarant (or an Affiliate of the



Declarant) or a Person designated by the Declarant as being exempt from the provisions of this subsection owns any land that is subject to the Declaration

### **Section 8.2 – Operation of Design Review Committee**

No Dwelling Unit shall be altered, modified or changed in any way which changes exterior or the appearance thereof, nor shall any Dwelling Unit be rebuilt, nor shall an addition be made, or deck added or modified, to a Dwelling Unit, nor shall any grading be changed unless an application, plans and specifications for the proposed alteration, modification, change or addition shall have been submitted to and approved in writing by the Design Review Committee. Furthermore, no landscaping within a Common Area shall be installed by the Owner(s) of a Dwelling Unit(s) or situated in close proximity to such Common Areas unless an application, plan and specifications for such installation shall have been submitted to and approved in writing by the Design Review Committee; and the Design Review Committee may impose as a condition of such approval that the maintenance and replacement of such landscaping shall be the responsibility of such Owner(s), and not the responsibility of the Association. If the Design Review Committee fails to approve or disapprove said application, plans and specifications within thirty (30) days after the same was submitted to it, approval will not be required and this Section will be deemed to have been fully complied with. Provided, however, the provisions of this subsection requiring submission of plans and specifications to and obtaining approval from the Design Review Committee shall not be applicable to the Declarant, nor an Affiliate of the Declarant, nor a Person designated by the Declarant as being exempt from the provisions of this subsection.

### **Section 8.3 – Inspection**

The Design Review Committee may inspect work being performed with its permission to assure compliance with this Declaration and applicable regulations. The presence of a member of the Design Review Committee, or an agent thereof, on any Sublot shall not be deemed a trespass so long as the presence is in furtherance of said member's duties as a member of the Design Review Committee.

### **Section 8.4 – Violations and Remedies**

Should any Dwelling Unit be altered, constructed, or an addition be made thereto within the Sublot, or related improvements be reconstructed or removed from or upon any Sublot, or should the use thereof be modified in any way from the use originally constructed or installed without first obtaining prior written approval of the Declarant or Design Review Committee as provided in this Article VIII, such act shall be deemed to be a violation of this Article VIII and this Declaration. Any party violating this Article VIII shall, immediately upon the receipt of written notice of such violation from the Declarant or Design Review Committee, cease and desist from the commission of any such act and immediately commence to take such steps as will alleviate or remedy any such condition of default and shall continue with all due diligence thereafter until the satisfactory completion of same. Should the party committing such act in contravention of this Article VIII fail to immediately take such remedial action as aforesaid, then and in such event, the Association shall have the right, but not the obligation, in addition to any and all other rights or remedies available to it or an enforcing governmental agency, at law or in equity, each of which remedies shall be deemed nonexclusive, to do any of the following:

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(a) **Abate Violation.** Without liability to the Owner of the Sublot, cause its agents and employees to enter upon the Sublot and/or the Dwelling Units for the purpose of summarily abating any such use and/or removing any such building or structure or other improvement.

(b) **Seek Injunction.** Apply to a court having jurisdiction over the Property for the purpose of obtaining an injunction directing the violating party to abate any such use and/or removing any such building or structure wherever located in the Property.

(c) **Seek Reimbursement.** Seek full and complete reimbursement from any party committing any of the aforesaid acts in contravention of this Article VIII, of any costs, damages and expenses (including without limitation court costs, attorneys' and paralegals' fees, litigation costs, and costs to collect such sum) incurred by the Association with respect to its exercise of any of its rights for the purpose of remedying any such condition of default.

(d) **Treat as Assessment.** Should the party committing any acts in contravention of this Article VIII be an Occupant and should such Occupant fail to immediately pay the full amount of all costs, damages, and expenses referred to in above, the Association shall be entitled to treat such amount as an Assessment against the Sublot of which such Occupant is or was the Owner, a member of the Owner's family or a guest or invitee of such Owner.

## **ARTICLE IX** **ASSESSMENTS**

### **Section 9.1 - Definition of Assessments**

As used in this Declaration, Assessments shall mean all of the costs and expenses incurred by the Association in the exercise of its obligations with respect to the Areas of Common Responsibility, including, without limitation:

(a) All expenditures required to fulfill the responsibilities of the Association, including, but not limited to, expenditures relating to maintenance fees;

(b) All amounts incurred in collecting Assessments, including all legal and accounting fees;

(c) Reserves for uncollectible Assessments, unanticipated expenses, replacements, major repairs and contingencies;

(d) Annual capital additions and improvements and/or capital acquisitions (but not repairs or replacements) having a total cost in excess of Seven Thousand Five Hundred Dollars (\$7,500.00), without in each case the prior approval of the Class "B" Member and the vote of at least two-thirds (2/3rds) of the Class "A" Members who are voting in person or by proxy, at a meeting duly called for this purpose. In case of an emergency requiring prompt action to avoid further loss, the Board shall have the discretion to expend whatever is necessary to mitigate such loss.

(e) Such other costs, charges and expenses which the Association determines to be necessary and appropriate within the meaning and spirit of this Declaration.



### **Section 9.2 -Responsibility for Payment of Assessments**

(a) All Owners of Sublots (other than the Declarant) shall be responsible for paying Assessments levied against such Sublots. The Declarant or the Board shall prepare or cause the preparation of an annual operating budget for the Association and shall fix the amount of the Assessments, which shall be equal as to each Sublot and shall equal to the amount of such annual budget divided by the number of Sublots subject to Assessment. Written notice of the Assessments shall be sent to the Owner of each Sublot. Payment of Assessments may be required by the Declarant or Board on a monthly, quarterly, semi-annual or annual basis.

(b) During the Class "B" Control Period, the Declarant shall determine the Assessments to be paid by the Owners, and the Declarant shall pay all Common Expenses which are not covered by the annual Assessments payable by Owners of Dwelling Units other than the Declarant as set forth above. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of both. The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Declarant or other entities for the payment of some portion of the Common Expenses during the Class "B" Control Period. An Eligible Mortgage Holder acquiring title to all or any portion of the Property as a result of: (i) a foreclosure sale; or (ii) a deed in lieu of foreclosure, shall not be responsible for the Declarant's obligation for payment of the Common Expenses which are not covered by the annual Assessments payable by Owners of Dwelling Units during the Class "B" Control Period. After the Class "B" Control Period, the amount of Assessments attributable to Dwelling Units shall be established by the Board as of January 1 of each year, and each Owner of a Dwelling Unit shall pay an equal amount of such Assessments.

### **Section 9.3 – Creation of the Lien and Personal Obligation of Assessments**

Each Owner of any Sublot (other than the Declarant) 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: (1) annual Assessments or charges, (2) special Assessments for capital improvements, and (3) additional Assessments, all such Assessments to be established and collected as hereinafter provided. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Sublot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

### **Section 9.4 – Purpose of Assessments**

The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and Occupants of the Property for the improvement and maintenance of the Common Areas and as is otherwise consistent with the rights and responsibilities of the Association hereunder and for the benefit of the Members.

### **Section 9.5 – Maximum Annual Assessment**

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Until January 1 of the year immediately following the conveyance of the first Dwelling Unit to an Owner, the maximum annual Assessment shall be Seven Hundred and 00/100 Dollars (\$700.00) per Sublot.

(a) From and after January 1 of the year immediately following the conveyance of the first Dwelling Unit to an Owner, the maximum annual Assessment each year may not be increased more than ten percent (10%) above the maximum Assessment for the previous year without a vote of at least fifty-one percent (51%) of the Class "A" Members (excluding the Declarant). A lesser approval is acceptable if the action is taken by a vote of two-thirds (2/3rds) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose in accordance with Section 9.6 below.

(b) In addition to the annual Assessments authorized herein, 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, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, and/or to meet any other emergency or unforeseen expenses of the Association, provided that any such special Assessment shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) Special Assessments shall be due as provided by the Board.

#### **Section 9.6 – Notice and Quorum for any Action Authorized Under Sections 9.1(d) and 9.5**

Written notice of any meeting called for the purpose of taking any action authorized under Section 9.1(d) and 9.5 above shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

#### **Section 9.7 – Uniform Rate of Assessment**

Both annual and special Assessments must be fixed at a uniform rate for all Dwelling Units and may be collected on a monthly, quarterly, semi-annual or annual basis, or other periodic basis not more often than monthly or less often than annually as determined by the Board. Notwithstanding the foregoing, if the Association performs services which do not benefit the Declarant, such as recreational supervision, Sublots owned by the Declarant that do not contain Dwelling Units may be assessed a percentage of the Assessment referred to in Section 9.5 hereof based on the services that do not benefit the Declarant, provided that the financial stability of the Association will not be jeopardized.

#### **Section 9.8 – Date of Commencement of Annual Assessments: Due Dates**



The annual Assessment provided for herein shall commence as to Dwelling Units on the first date of the month following the conveyance to an Owner of the first Dwelling Unit. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual Assessment against each Dwelling Unit at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. If additional land is annexed to the Property as herein permitted, the annual Assessments as to Dwelling Units added to the Property by such annexation shall commence on the first (1<sup>st</sup>) day of the month following conveyance to an Owner of a Dwelling Unit within the annexed land. The Association, shall, upon demand, and for a reasonable charge, furnish a Certificate of Compliance in the form of **Exhibit "C"** of this Declaration signed by an officer of the Association setting forth the amount of the Assessment on a specified Dwelling Unit and setting forth whether the Assessment has been paid. A properly executed Certificate of Compliance of the Association as to the status of Assessments on a Sublot is binding upon the Association as of the date of its issuance.

#### **Section 9.9 – Effect of Nonpayment of Assessments; Remedies of the Association**

Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum (not to exceed the highest interest rate chargeable to individuals under applicable law) and shall be subject to the remedies available to the Association as set forth in Section 10.1 this Declaration. In addition, the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose a lien against the Owner's Sublot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of his Sublot. Failure to pay any Assessment(s) shall not constitute default under an insured Mortgage.

#### **Section 9.10 – Subordination of the Lien to Mortgages**

The lien of the Assessments provided for herein shall be subordinate to the lien of any recorded first mortgage. The sale or transfer of a Dwelling Unit shall not affect the Assessment lien. However, the sale or transfer of any Dwelling Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of record for such Assessments as to payments which become due prior to such sale or transfer.

#### **Section 9.11 – Exempt Property**

Notwithstanding anything to the contrary herein, the Common Areas shall be exempt from payment of Assessments or Additional Assessments. All property dedicated to and accepted by a public authority and all property owned by a charitable or non-profit organization exempt from the laws of the State of Ohio shall be exempt from the Assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said Assessments.

#### **Section 9.12 – No Exemption for Non-Use of Facilities; No Refund of Reserves**

An Owner not otherwise exempt from the Assessments may not exempt him or herself from liability for Assessments levied against them by waiver of the use of the Common Areas that are



owned and/or operated by the Association or by abandonment of such Owner's Dwelling Unit. Furthermore, no Owner shall be entitled to any portion of the funds held for reserves; nor shall any Owner have a claim against the Association with respect thereto.

### **Section 9.13 - Non-Liability of Foreclosure Sale Purchaser for Past Due Assessments**

Where the mortgagee of a first mortgage of record acquires an Ownership Interest as a result of foreclosure of the mortgage or an acceptance of a deed in lieu of foreclosure, such mortgagee, its successors and assigns, shall not be liable for the Assessments levied against the Owner of such Ownership Interest prior to the acquisition of the Ownership Interest. The Owner or Owners of an Ownership Interest prior to the judicial sale thereof shall be and remain personally liable, jointly and severally, for the Assessments accruing against the judicially sold Ownership Interest prior to the date of the judicial sale as provided in Section 10.3, but any unpaid part of the Assessments shall be assessed and levied against all of the Owners, including the Owner of the Ownership Interest foreclosed, his successors or assigns, at the time of the first Assessment next following the acquisition of title by such mortgagee, its successors and assigns.

### **Section 9.14 - Liability for Assessments on Voluntary Conveyance**

Upon the voluntary conveyance of an Ownership Interest the grantee of the Ownership Interest shall be jointly and severally liable with the grantor for all unpaid Assessments levied pursuant to this Declaration against the grantor of his Ownership Interest prior to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such prospective grantee, upon written request delivered to the Association, shall be entitled to a statement from the Board or an officer of the Association setting forth the amount of all unpaid Assessments due the Association with respect to the Ownership Interest to be conveyed and such grantee shall not be liable for, nor shall the Ownership Interest conveyed be subject to a lien, for any unpaid Assessments which become due prior to the date of the making of such request if the same are not set forth in such statement. The statement referred to herein shall be included in the Certificate of Compliance with Restrictions referred to in Section 7.26 of this Declaration. The Association may require the advance payment of a processing fee for the issuance of the Certificate of Compliance. A devise of an Ownership Interest or the distribution of said Ownership Interest pursuant to the Statute of Descent and Distribution shall be deemed to be a voluntary conveyance. An unpaid Assessment shall not be deemed a charge or lien against the Ownership Interest until perfected as such pursuant to Article X.

### **Section 9.15 - Additional Assessments**

If the Assessments shall for any reason prove to be insufficient to cover the actual expenses incurred by the Association, the Association shall, at such time as it deems it necessary and proper, levy an additional assessment (the "**Additional Assessment**") against the Owners of Dwelling Units. Each such Owner shall pay an equal share of each such Additional Assessment as if the Additional Assessment were part of the original Assessment.

## **ARTICLE X** **LIENS**



### **Section 10.1 - Perfection of Lien**

(a) If any Owner or a Declarant shall fail to pay an Assessment or Additional Assessment levied in accordance with this Declaration (such Owner hereinafter referred to as the “**Delinquent Owner**”) when due and such Assessment or Additional Assessment is delinquent, or if an Owner or a Declarant shall violate any rule or breach any restriction, covenant or provision contained in the Declaration or Code, the Board may authorize the perfection of a lien on the Ownership Interest of the delinquent and/or violating Owner or Declarant by filing for record with the Recorder of the County, a Certificate of Lien. The Certificate of Lien shall be in recordable form and shall include the name of the delinquent Owner, a description of the Ownership Interest of the delinquent Owner, the entire amount claimed for the delinquency and/or violation, including interest thereon and Costs of Collection, and a statement referring to the provisions of this Declaration authorizing the Certificate of Lien. The lien is a continuing lien upon the Dwelling Unit against which each Assessment or charge is made, subject to automatic subsequent adjustments reflecting any additional unpaid interest, administrative late fees, Enforcement Assessments, collection costs, attorney’s fees, paralegal fees and court costs.

(b) In addition, the Board may file a lien against a Sublot for costs of maintenance, repair or replacement incurred by the Association due to the willful or negligent act of an Owner or Occupant of a Sublot, or their family, tenants, guests or invitees, together with Costs of Collection.

### **Section 10.2 - Duration of Lien**

Said lien shall remain valid for a period of five (5) years from the date of filing of said Certificate of Lien, unless sooner released or satisfied in the same manner provided by law for the release or satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in action to discharge such lien.

### **Section 10.3 - Priority**

A lien perfected under this Article X shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of first mortgagees against Dwelling Units. A lien perfected pursuant to this Article may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association after authorization from the Board. In any such foreclosure action, the affected Owner shall be required to pay reasonable rental for such Ownership Interest during the pendency of such action and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. Any funds received at the judicial sale of the delinquent Owner or Declarant's Ownership Interest in excess of a first mortgage lien, court costs and the taxes and assessment liens shall be paid over to the Association to the extent of its lien.



#### **Section 10.4 - Dispute as to Assessment**

The Declarant or any Owner or Declarant who believes that an Assessment levied by the Association against him for which a Certificate of Lien has been filed by the Association has been improperly determined, may bring an action under the provisions contained in Section 16.8 of this Declaration for the discharge of all or any portion of such lien; but the lien shall continue until the actual amount of the lien so determined is paid in full or otherwise be fully discharged. In such action, if it is finally determined that the unpaid amount of the Assessment or charge was improperly charged to the Owner, the court shall enter an order that it determines to be just which may provide for a discharge of record of all or a portion of the lien and an award of attorney's fees to the Owner.

#### **Section 10.5 - No Waiver Implied**

The creation of a lien upon an Ownership Interest owned by a delinquent Owner shall not waive, preclude or prejudice the Association for pursuing any and all other remedies granted to it elsewhere in this Declaration, whether at law or in equity.

#### **Section 10.6 - Personal Obligations**

The obligations created pursuant to this Article X shall be and remain the personal obligations of the delinquent Owner until fully paid, discharged or abated and shall be binding on the heirs, personal representatives, successors and assigns of such delinquent Owner.

### **ARTICLE XI** **REMEDIES OF THE ASSOCIATION**

#### **Section 11.1 - Denial of Voting Rights, Use of Recreation Facilities (if any) and Discontinuance of Certain Services**

If any Owner fails to pay an Assessment when due, such Owner and the Occupants of any and all of such Owner shall not be entitled to vote on Association matters or to use recreation facilities (if any) or to receive certain services from the Association until said Assessment is paid in full.

#### **Section 11.2 - Specific Remedies**

The violation of any Rule, or the breach of any restriction, covenant or provision contained in this Declaration or in the Code, shall give the Association, the Original Declarant and their designated agent the right, in addition to all other rights set forth herein and provided by law, (a) to enter upon the Dwelling Unit or Sublot or portion thereof upon which, or as to which, such violation or breach exists, and summarily abate and remove, at the expense of the Owner or Declarant of the Ownership Interest where the violation or breach exists, any structure, thing, or condition that may exist thereon, which is contrary to the intent and meaning of this Declaration, the Code, or the Rules, and the Association, or its designated agent shall not thereby be deemed guilty in any manner of trespass; (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity,



the continuance of any breach; (c) to commence and prosecute an action for specific performance or an action to recover any damages which may have been sustained by the Association or any of its Members as well as an action for punitive damages if warranted; and/or (d) to collect costs of suit and reasonable attorneys' and paralegals' fees incurred in connection with the exercise by the Association of any remedies hereunder, the same to be deemed "Costs of Collection" under Section 11.3 hereof.

### **Section 11.3 - Cost of Collection**

If any Owner fails to pay any Assessment when due or upon delinquency in the payment of any sums or cost due under this Declaration, the Association may pursue any or all of the following remedies, which remedies shall be in addition to any other remedy available in this Declaration, or at law or in equity:

(a) Sue and collect from such Owner the amount due and payable, together with interest thereon as provided in this Declaration and Costs of Collection (hereafter defined).

(b) In addition to the amount referred to in (a) above, the Association may assess against such Owner, an administrative fee, not to exceed fifteen percent (15%) of the amount of the delinquency or One Hundred Dollars (\$100), whichever amount is greater, said amount to be determined by the Board provided, however, in no event shall said amount exceed the highest interest rate chargeable to individuals under applicable law. Said administrative fee shall be in addition to interest and the expenses of collection incurred by the Association, such as attorneys' fees, paralegals' fees, court costs and filing fees. The actual expenses of collection and the administrative fee shall hereinafter be referred to as "**Cost of Collection**".

(c) Foreclose a lien filed in accordance with Article X of this Declaration in the same manner as provided by the laws of the State of Ohio for the foreclosure of real estate mortgages.

### **Section 11.4 – Application of Payments**

The Association shall credit any amount it receives from an Owner in the following order:

- (a) To interest owed the Association.
- (b) To administrative late fees or Enforcement Assessments owed the Association.
- (c) To Cost of Collection.
- (d) To the oldest principal amounts the Owner owes the Association for Common Expenses chargeable to the Dwelling Unit or Sublot.



### **Section 11.5 - Binding Effect**

The remedies provided in this Article XI against a Delinquent Owner or Declarant may also be pursued against the heirs, executors, administrators, successors and assigns and grantees of such Owner or Declarant, except as specifically provided in Sections 9.13 and 9.14 of this Declaration.

### **ARTICLE XII** **NO PARTITION**

Except as is permitted in this Declaration or in any amendments thereto, there shall be no physical partition of the Common Areas or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition. This Article shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

### **ARTICLE XIII** **CONDEMNATION**

Whenever all or any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, the Association shall give each Owner notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant (so long as the Declarant is a Class "B" Member), and at least seventy-five percent (75%) of the Class "A" Members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor, in accordance with plans prepared by the Design Review Committee and approved by the Board. If the taking does not involve any improvements on the Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine in its sole and absolute discretion.

### **ARTICLE XIV** **MORTGAGEES' RIGHTS**

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Dwelling Units and Sublots. To the extent applicable, necessary, or proper, the provisions of this Article shall apply to both this Declaration and to the Code. Where indicated, these provisions apply only to Eligible Mortgage Holders; provided, however, that voting percentages set forth herein are subject to and controlled by higher percentage requirements, if any, set forth elsewhere in this Declaration for specific actions.



### **Section 14.1 - Notices of Action**

An Eligible Mortgage Holder who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the address of the Sublot), will be entitled to timely written notice of:

- (a) any proposed termination of the Association;
- (b) any condemnation or casualty loss which affects a material portion of the Property or which affects any Dwelling Unit on which there is a first mortgage held, insured, or guaranteed by an Eligible Mortgage Holder;
- (c) any delinquency in the payment of assessments or other charges owed by an Owner subject to the mortgage of such Eligible Mortgage Holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days;
- (d) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or
- (e) any proposed action which would require the consent of eligible holders, as required in Sections 14.2 and 14.3 of this Article.

If an Eligible Mortgage holder fails to submit a response to any written proposal for an amendment under this Article XIV within thirty (30) days after it receives proper notice of the proposal, the implied approval of such Eligible Mortgage Holder to the proposal shall be deemed assumed, provided, the notice was delivered by certified or registered mail, with a "return receipt" requested.

### **Section 14.2 - Other Provisions for First Lien Holders**

To the extent possible under Ohio law:

- (a) Any restoration or repair of the Property following a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval of the Eligible Mortgage Holders on Dwelling Units to which at least fifty-one percent (51%) of the votes of Dwelling Units and the Eligible Mortgage Holders of first mortgages of the Class "A" and the Class "B" Members, subject to mortgages held by such Eligible Mortgage Holders, are allocated, is obtained to act otherwise.
- (b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Mortgage Holders on Dwelling Units of at least fifty-one percent (51%) of the votes of Dwelling Units and the Eligible Mortgage Holders of first mortgages of the Class "A" Members and the Class "B" Member, subject to mortgages held by such Eligible Mortgage Holders, are allocated.

### **Section 14.3 - Amendments to Documents**

The following provisions do not apply to amendments to the constituent documents or termination of the Association made as a result of destruction, damage, or condemnation pursuant to Section 14.3(a) and (b) of this Article:

(a) The consent of at least sixty-seven percent (67%) of the Class "A" Members and of the Class "B" Member and the approval of the Eligible Mortgage Holders to which at least sixty-seven percent (67%) of the votes of Dwelling Units subject to a mortgage appertain, shall be required to terminate the Association.

(b) The vote of at least sixty-seven percent (67%) of the Class "A" Members and the consent of the Class "B" Member and the approval of Eligible Mortgage Holders to which at least fifty-one percent (51%) of the votes of Dwelling Units subject to mortgages appertain, shall be required to materially amend any provisions of the Declaration, Code, or Articles of Incorporation of the Association, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following: (1) voting rights; (2) Assessments, Additional Assessments, Assessment liens, or priority assessment liens; (3) reserves for maintenance, repair, and replacement of the Common Areas; (4) responsibility for maintenance and repair; (5) insurance or fidelity bonds; (6) rights to use of the Common Areas; (7) leasing of the Dwelling Units; (8) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Sublot (this provision is subject and subordinate to any provision in an agreement for the sale by the Declarant of a Sublot); (9) establishment of self-management by the Association where professional management has been required by an Eligible Mortgage Holder; (10) restoration or repair of the Property (after hazard damage or partial condemnation) in a manner other than that specified in this Declaration; (11) any action to terminate the legal status of the Property after substantial destruction or condemnation occurs; (12) expansion or contraction of the Property, or the addition of the Property other than as provided in Section 1.3 of this Declaration; or (13) any provisions included in this Declaration, Code, or Articles which are for the express benefit of Eligible Mortgage Holders on Sublots.

### **Section 14.4 - Special Federal Home Loan Mortgage Corporation Provisions**

So long as required by the Federal Home Loan Mortgage Corporation, the following provisions shall apply to this Declaration:

(a) Unless two-thirds (2/3) of the first mortgagees or Owners give their consent, the Association shall not: (1) by act or omission seek to abandon, become a partition, subdivide, encumber, sell or transfer any portion of the Property owned by the Association (the granting of easements for public utilities or for public purposes or the dedication to public use of utilities or roads consistent with the intended use of the Property shall not be deemed a transfer); (2) change the method of determining the obligations, Assessments, dues or other charges which may be levied against an Owner; (3) fail to maintain fire and extended coverage insurance as required by this Declaration; or (4) use hazard insurance proceeds for any Common Area losses for other than repair, replacement or reconstruction of such properties.

(b) The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from mortgagees or Owners or a larger percentage vote as otherwise required for any of the actions contained in this Article.

(c) First mortgagees may, jointly or singularly, pay taxes or other charges which are in default or which may or have become a charge against the Common Area and may pay overdue premiums of casualty insurance policies or secure new casualty insurance coverage upon the lapse of a policy, for the Common Areas and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

(d) Mortgagee shall not be required to collect Assessments.

#### **Section 14.5 – Special Ohio Provisions**

(a) Pursuant to Ohio Revised Code Section 5312.12(C)(1), in any foreclosure action that the holder of a lien commences, the holder shall name the Association as a defendant in the action. The Association or the holder of the lien is entitled to the appointment of a receiver to collect rental payments due on the property. Any rental payment a receiver collects during the pendency of the foreclosure action shall be applied first to the payment of the portion of the Common Expenses chargeable to the Sublot during the foreclosure action.

(b) Pursuant to Ohio Revised Code Section 5312.12(C)(3) a mortgage on a Sublot may contain a provision that secures the mortgagee's advances for the payment of the portion of the Common Expenses chargeable against the Sublot upon which the mortgagee holds the mortgage.

### **ARTICLE XV** **TRANSFER OF SPECIAL DECLARANT RIGHTS**

#### **Section 15.1 - Instrument Transferring Special Declarant Rights**

A Declarant may transfer Special Declarant Rights created or reserved in this Declaration or in the Code by an instrument evidencing the transfer recorded in the land records of the County in which the Property is located. The instrument is not effective unless executed by both the transferor and transferee.

#### **Section 15.2 - Liability of Transferor of Special Declarant Rights**

(a) If the successor to any Special Declarant Right is an Affiliate of a Declarant, the transferor is jointly and severally liable with the successor for any obligation or liability of the successor which related to the Property.

(b) If a transferor retains any Special Declarant Rights but transfers other Special Declarant Rights to a successor who is not an Affiliate of the Declarant, the transferor is also liable for any obligations and liabilities relating to the retained Special Declarant Rights imposed on a Declarant by the Declaration or Code arising after the transfer.

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(c) A transferor has no liability for any act or omission, or any breach of contractual or warranty obligation arising from the exercise of a Special Declarant Right by a successor Declarant who is not an Affiliate of the transferor.

### **Section 15.3 – Acquisition of Special Declarant Rights**

Unless otherwise provided in a mortgage held by a first mortgagee, in case of foreclosure of such mortgage (or deed in lieu of foreclosure), tax sale, judicial sale, or sale under the Bankruptcy Code or receivership proceedings, of any Dwelling Units owned by the Declarant in the Property, the Person acquiring title to all the Dwelling Units being foreclosed (or deed in lieu of foreclosure) or sold, but only upon his request, succeeds to all Special Declarant Rights related to such Dwelling Unit, or only to any rights reserved in the Declaration and/or Code to maintain models, sales offices, customer service offices and signs. The judgment or instrument conveying title shall provide for transfer of only the Special Declarant Rights requested.

### **Section 15.4 – Termination of Special Declarant Rights**

Upon foreclosure (or deed in lieu of foreclosure), tax sale, judicial sale of any Dwelling Units owned by the Declarant in the Property; (1) the Declarant ceases to have any Special Declarant Rights, and (2) the right of the Declarant to elect or designate Board Members pursuant to the Code terminates unless the judgment or instrument conveying title provides for transfer of all Special Declarant Rights held by the Declarant to a successor Declarant.

### **Section 15.5 – Liabilities of a Transferee of Special Declarant Rights**

The liabilities and obligations of persons who succeed to Special Declarant Rights are as follows:

(a) A successor to any Special Declarant Right who is an Affiliate of a Declarant is subject to all obligations and liabilities imposed on the transferor by the Declaration and Code.

(b) A successor to any Special Declarant Right, other than a successor described in paragraphs (c) or (d) of this subsection, who is not an Affiliate of a Declarant, is subject to all obligations and liabilities imposed by the Declaration and Code: (i) on a Declarant which relate to such Declarant's exercise or non-exercise of Special Declarant Rights; or (ii) on the transferor, other than: (A) misrepresentations by any previous Declarant; (B) warranty obligations on improvements made by any previous Declarant, or made before this Declaration is recorded; (C) breach of any fiduciary obligation by any previous Declarant or appointees to the Board of Directors; or (D) any liability or obligation imposed on the transferor as a result of the transferor's acts or omissions after the transfer.

(c) A successor to only Special Declarant Rights reserved in the Declaration and/or Code to maintain models, sales offices, customer service offices and signs, if such successor is not an Affiliate of a Declarant, may not exercise any other Special Declarant Right (except as specifically designated by the Declarant), and is not subject to any liability or obligation as a Declarant.



(d) A successor to all Special Declarant Rights held by the transferor who is not an Affiliate of that Declarant and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to sublots or Dwelling Units under Subsection (b), may declare the intention in a recorded instrument to hold those rights solely for transfer to another person. Thereafter, until transferring all Special Declarant Rights to any person acquiring title to any Dwelling Unit owned by the successor, or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than any right held by the Code for the duration of the period that a Declarant has the right to elect or designate Board Members, and any attempted exercise of this rights is void. So long as a successor Declarant may not exercise Special Declarant Rights under this Subsection, such successor Declarant is not subject to any liability or obligation as a Declarant.

### **Section 15.6 – Limitation on Liability of Transferee of Special Declarant Rights**

Nothing in this Article subjects any successor to a Special Declarant Right to any claims against or other obligations of a transferor Declarant, other than claims and obligations arising under this Declaration or the Code.

## **ARTICLE XVI** **GENERAL PROVISIONS**

### **Section 16.1 - Covenants Run With the Property; Binding Effect**

All of the Easements, Covenants and Restrictions which are imposed upon, granted and/or reserved in this Declaration constitute Easements, Covenants and Restrictions running with the Property and are binding upon every subsequent transferee of all or any portion thereof, including, without limitation, grantees, Tenants, Owners and Occupants.

Each grantee accepting a deed or Tenant accepting a lease (whether oral or written) which conveys any interest in any portion of the Property that is submitted to all or any portion of this Declaration, 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 all provisions of this Declaration and to incorporate said Declaration by reference in any deed, lease or other agreement of all or any portion of his interest in any real property subject hereto.

### **Section 16.2 - Notices**

(a) Any notices required to be given to any Person under the provisions of this Declaration shall be deemed to have been given when personally delivered to such Person's Dwelling Unit or mailed, postage prepaid, to the last known address of such Person or principal place of business if a corporation, or other business entity, provided, however, that a notice of "delinquency" of any payment due hereunder shall be made by personal delivery to such Dwelling Unit or principal place of business if a corporation, or by certified or registered mail, return receipt requested, or by e-mail (if authorized by a Member). The effective date of such a notice shall be the date said notice is personally delivered, or postmarked, or the date of confirmation or receipt of an e-mail, as the case may be.

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Kristen Scalise, Summit Co Fiscal Office

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(b) Notices to the Declarant shall be deemed given only when received and must be either hand delivered or mailed by certified or registered mail, postage prepaid, to Pulte Homes of Ohio, LLC (Declarant), 387 Medina Road, Suite 1700, Medina, Ohio 44256, with a copy to Matthew T. Viola, Esq., Kohrman Jackson & Krantz, PLL, 1375 East 9th Street, 20th Floor, Cleveland, Ohio 44114.

### **Section 16.3 - Enforcement-Waiver**

Enforcement of the provisions of this Declaration may be by any proceeding at law or in equity against any Person or Persons violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages and against the Person, or to enforce any lien perfected pursuant to this Declaration. The failure by the Association or any one permitted by this Declaration to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter. The County and the City shall each have the right, but not the obligation, to enforce the provisions of this Declaration.

### **Section 16.4 - Construction of the Provisions of this Declaration**

The Declarant, the Association or the Design Review Committee, where specifically authorized herein to act, shall have the right to construe and interpret the provisions of this Declaration and in the absence of an adjudication by arbitrator(s) or a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all Persons or property which benefit or which are bound by the provisions hereof. Any conflict between any construction or interpretation of the Declarant, the Association or the Design Review Committee and that of any Person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation by the Declarant, the Association or the Design Review Committee, as the case may be.

The Association and the Design Review Committee, to the extent specifically provided herein, may adopt and promulgate Rules regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting the Rules and in making any finding determination, ruling or order, or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association and the Design Review Committee, as the case may be, shall take into consideration the best interest of the Declarant(s), Owners, Tenants and Occupants to the end that Corbett's Farm Subdivision shall be preserved and maintained as a high quality residential community.

### **Section 16.5 - Reservations by Original Declarant - Exempt Property**

(a) Original Declarant reserves the right and easement for itself and Owners of nearby lands to whom Original Declarant, in Original Declarant's sole discretion, may grant the same, the right and easement to tie into, use, repair, maintain and replace without charge any and all common lines, pipes, utilities, conduits, ducts, wires, cables, private roads and rights-of-way in, on, or over the Property (as the Property may be expanded by a Subsequent Amendment) or any part thereof that will not materially interfere with the use or operation of a building or structure or other improvement thereon, in connection with the development and/or operation of real property. Any damage to



buildings, improvements and real estate (including landscaping, if any) caused thereby shall be promptly repaired and restored to its prior condition by the party to whom such right and easement had been granted.

(b) Original Declarant hereby reserves the right to grant to or enter into any easements for the installation, maintenance, service or operation of any and all common lines, pipes, utilities, conduits, ducts, wires, cables, private roads and rights-of-way in, on, or over the Property (as the Property may be expanded), or any part thereof that will not materially interfere with the use or operation of a building, structure or other improvement thereon. Any damage caused thereby shall be promptly repaired and the land shall be restored to its prior condition.

(c) Original Declarant reserves the right to enter into easements with any utility or public authority which Original Declarant believes, in its sole discretion, to be in the best interests of the development of the Property (as the Property may be expanded).

(d) Original Declarant reserves the right to perform or cause to be performed such work as is incident to the completion of the development and improvement of the Property (as the Property may be expanded by a Subsequent Amendment), owned or controlled by the Original Declarant, notwithstanding any covenant, easement, restriction or provision of this Declaration or its exhibits, which may be to the contrary.

(e) Original Declarant reserves the right to impose, reserve or enter into additional covenants, easements and restrictions with grantees of Dwelling Units and Sublots as long as such additional easements, covenants and restrictions are not in conflict with the rights, duties and obligations of Owners as set forth in this Declaration.

(f) Each reservation, right and easement specified or permitted pursuant to this Article shall include the right of ingress and egress for the full utilization and enjoyment of the rights reserved and/or granted herein. The word "common" as used in this paragraph shall mean any and all lines, pipes, utilities, conduits, ducts, wires, cables, private roads and rights-of-way intended for the use of or used by more than one Owner. Any easements or rights referred to in this Article, whether granted by Original Declarant prior to the filing of this Declaration or subsequent thereto, shall at all times have priority over the provisions of this Declaration and any lien created under this Declaration.

(g) So long as Declarant is a Class "B" Member, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

#### **Section 16.6 - Assignability by Original Declarant**

The Original Declarant, and its successors, shall have the right from time to time to assign all or any part of its rights as a Declarant under this Declaration (but not the rights expressly conferred



upon the Original Declarant), provided that the deed or other writing selected by Original Declarant, in Original Declarant's sole discretion, shall expressly state that the rights of a Declarant shall be assigned. Any such assignment may provide that said assignee shall have the rights of a Declarant (other than those rights reserved by the Original Declarant in any such assignment) set forth in this Declaration with respect to the Dwelling Units and/or real property owned by such designee.

#### **Section 16.7 - Severability**

Invalidation of any one of the easements, covenants, restrictions or provisions contained herein shall in no way affect any other provision which shall remain in full force and effect.

#### **Section 16.8 - Litigation**

(a) No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by the vote of seventy-five percent (75%) of the Class "A" Members, and, during the Class B Control Period, the Class "B" Member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Articles IX and X hereof, (c) proceedings involving challenges to real estate taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

(b) Pursuant to Ohio Revised Code Section 5312.13, the Association and all Owners, Occupants, tenants, and other persons lawfully in possession and control of any part of an Ownership Interest shall comply with any covenant, condition, and restriction set forth in any recorded document to which they are subject, including this Declaration and the Code, as lawfully amended and with the Rules, as lawfully amended. Any violation is grounds for the Association or any Owner to commence a civil action for damages, injunctive relief, or both, and an award of court costs and reasonable attorney's fees in both types of action.

(c) Pursuant to Ohio Revised Code Section 5312.14, in any action relating to the Common Areas, or to any right, duty, or obligation possessed or imposed upon the Association by statute or otherwise, the Association may sue or be sued as a separate legal entity. Service of summons or other process may be made upon the Association by serving the process personally upon the president of the Board or the Person named as statutory agent of the Association. Any action brought by or on behalf of the Association shall be pursuant to authority granted by the Board.

#### **Section 16.9 - Validity of Mortgages**

No violation of any provision of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner of any portion of the Property.



### **Section 16.10 - Amendment of Declaration**

Except as expressly provided to the contrary in this Declaration, this Declaration may be amended as follows:

(a) For so long as the Declarant or a successor designated by the Declarant is the Owner of a fee simple interest in the Property, the Original Declarant shall be entitled from time to time to amend or modify any of the provisions of this Declaration or to waive any of the provisions, either generally or with respect to particular portion of the Property, if in its judgment, the development or lack of development of the Property requires such amendment, modification or waiver, or if in its judgment the purposes of the general plan of development of the Dwelling Units will be better served by such amendment, modification or waiver, provided no such amendment, modification or waiver shall materially and adversely affect the value of existing Dwelling Units or shall prevent a Dwelling Unit from being used by the Owner in the same manner that said Dwelling Unit was used prior to the adoption of said amendment, modification or waiver. To amend or modify the Declaration in accordance with this paragraph, Original Declarant shall file a supplement to this Declaration setting forth the amendment or modification, which supplement need not be but shall, at Original Declarant's request, be executed by the Association and all Owners of real property within the Property. Each such Owner, by accepting a deed to his Dwelling Unit or other real property, hereby appoints Original Declarant his attorney-in-fact, coupled with an interest, to execute on his behalf any such amendments. Each amendment or modification shall be effective when signed by the Original Declarant and filed for record with the Recorder of the County.

(b) This Declaration may also be amended or modified by Original Declarant or the Association at any time and from time to time for the purpose of: (1) complying with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public entity, or private insurance company which performs (or may in the future perform) functions similar to those currently performed by such entities; or (2) inducing any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages; or (3) correcting clerical or typographical or obvious factual errors in this Declaration or any Exhibit hereto or any supplement or amendment hereto; or (4) complying with the underwriting requirements of insurance companies providing casualty insurance, liability insurance or other insurance coverages for the Association; or (5) bringing any provision hereof into compliance or conformity with the provisions of any applicable governmental statute, ordinance, rule or regulation or any judicial determination; or (6) correcting obvious factual errors within this Declaration and other documents governing the Property and correcting any inconsistencies between this Declaration and other documents governing the Property, the correction of which would not materially impair the interest of any Owner or Eligible Mortgage Holder; or (7) enabling a title insurance company to issue title insurance coverage with respect to the Property or any portion thereof; or (8) complying with the requirements of the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, and the Ohio Environmental Protection Agency. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant and/or to the Board to vote in favor of, make, or consent to a Subsequent Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument

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affecting any portion of the Property 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 Original Declarant to vote in favor of, make and record a Subsequent Amendment. To effect said amendment, Original Declarant shall file a supplement to the Declaration setting forth the Subsequent Amendment which shall be signed by Original Declarant and shall be effective upon the filing of the Subsequent Amendment with the County.

(c) Original Declarant shall have the right to amend this Declaration at any time and from time to time during the Class B Control Period.

(d) Except as expressly provided in this Declaration, and after expiration of the period set forth in (a) of this Article, any provision of this Declaration may be amended or repealed following a meeting of the Members held for such purpose, by the affirmative vote of at least a majority of the voting power of the Class "A" Members unless a greater percentage of vote is required pursuant to this Declaration or in accordance with the Act or other statutes of the State of Ohio; provided, however, that any amendment which would terminate or materially affect the easements set forth in Article III of this Declaration shall not be amended (except as expressly provided in this Declaration) unless all Persons whose rights are terminated or materially affected shall affirmatively consent in writing to such amendment; provided further, that any amendment affecting the rights of Declarant in this Declaration shall not be effective without the prior written consent of Declarant; and provided further, no amendment may increase the financial burden of an Owner without the prior written consent of such Owner. Written notice shall be given each Member at least ten (10) days in advance of the date of the meeting held for the purpose of amending this Declaration, which notice shall expressly state the modification to be considered at such meeting. Each amendment shall be effective when signed by the President and one other officer of the Association, signed by the Declarant if the amendment affects the rights of the Declarant, and filed for record with the County.

(e) No amendment shall limit any right granted to the City in this Declaration without the consent of the City.

(f) A vote to terminate the applicability of this Declaration and to dissolve the Association requires the unanimous consent of Owners.

#### **Section 16.11 - Interest Rates**

After this Declaration shall have been recorded for five (5) years or more, the Board shall have the right to change any interest rate or late payment charge referred to herein by majority vote, but in no event shall said interest rate or late payment charge exceed the highest interest rate chargeable to individuals under applicable law.

#### **Section 16.12 - Headings**

The heading of each Article and of each Section in this Declaration is inserted only as a matter of convenience and for reference and in no way defines, limits or describes the scope or intent of this Declaration or in any way affects this Declaration.

### **Section 16.13 - Gender**

The use of the masculine gender herein or in the Code shall be deemed to include the feminine and neutral genders, as the case may be, and the use of singular shall be deemed to include the plural, wherever the context so requires.

### **Section 16.14 – Liberal Interpretation**

The provisions of this Declaration shall be liberally interpreted to effectuate its purpose of the development and operation of a first-class residential community.

### **Section 16.15 - Rule Against Perpetuities**

If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common-law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Barack Obama, President of the United States of America, and Joseph Biden, Vice President of the United States of America.

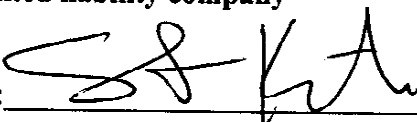
### **Section 16.16 – Conservation and Wetlands**

The Association and each Owner (by purchasing a Sublot subject thereto) acknowledge portions of the Property shall be subject to the terms and conditions contained in the Grant of Conservation Easement in favor of the Ohio Land Stewardship attached hereto and incorporated herein as **Exhibit “D”** and the Declaration of Covenants, Conditions and Restrictions for the benefit of the Department of the Army, U.S. Army Corps of Engineers attached hereto and incorporated herein as **Exhibit “E”**.

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**PULTE HOMES OF OHIO, LLC, a Michigan  
limited liability company**

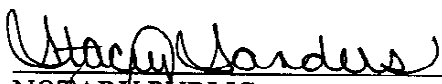
By: 

Its: VP OF LAND

STATE OF OHIO                    )  
  ) SS  
MEDINA COUNTY )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Pulte Homes of Ohio, LLC, by STAN KATANIK, its VP OF LAND, who acknowledged that she/he executed the within instrument and that such execution was the free act and deed of said limited liability company and was his free act and deed both individually and in his capacity as a VICE PRESIDENT of said limited liability company.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this 17 day of MARCH, 2014.

  
NOTARY PUBLIC  
My Commission Expires: 10-21-14

Stacey  
Sanders



STACEY SANDERS  
Notary Public, State of Ohio  
Cuyahoga County  
My Commission Expires Oct. 21, 2014



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

**PARCEL A:**

**SITUATED IN THE CITY OF TWINSBURG, COUNTY OF SUMMIT, AND STATE OF OHIO, AND KNOWN AS BEING PART OF ORIGINAL TWINSBURG TOWNSHIP LOTS 1 AND 5, TRACT 2, AND BOUNDED AND DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT IN THE CENTERLINE OF GLENWOOD DRIVE, 60 FEET WIDE, AT ITS INTERSECTION WITH THE CENTERLINE OF DARROW ROAD (S.R. 91), VARIABLE WIDTH, FROM WHICH POINT AN IRON MONUMENT FOUND BEARS SOUTH 88° 06' 27" EAST, 0.07 FEET;**

**THENCE NORTH 88° 06' 27" WEST ALONG THE CENTERLINE OF GLENWOOD DRIVE, 925.66 FEET TO A POINT, AND THE PRINCIPAL PLACE OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;**

**THENCE NORTH 88° 06' 27" WEST ALONG THE CENTERLINE OF GLENWOOD DRIVE, 1378.01 FEET TO AN IRON MONUMENT FOUND AT AN ANGLE POINT, THEREIN;**

**THENCE NORTH 87° 14' 41" WEST ALONG THE CENTERLINE OF GLENWOOD DRIVE, 767.46 FEET TO ITS INTERSECTION WITH THE EASTERLY LINE OF THE CHESTNUT TRAILS SUBDIVISION AS SHOWN BY THE PLAT RECORDED IN CABINET J, SLIDES 312 - 318 OF SUMMIT COUNTY PLAT RECORDS;**

**THENCE NORTH 1° 12' 39" EAST ALONG THE EASTERLY LINE OF THE CHESTNUT TRAILS SUBDIVISION, AND PASSING THROUGH AN IRON PIN SET IN THE NORTHERLY LINE OF GLENWOOD DRIVE, 1171.23 FEET TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF THE MEADOWOOD SUBDIVISION PHASE 8B AS SHOWN BY THE PLAT RECORDED IN CABINET H, SLIDES 262 - 264 OF SUMMIT COUNTY PLAT RECORDS, AND FROM WHICH POINT AN IRON PIN FOUND BEARS NORTH 87° 31' 41" WEST, 0.09 FEET, SOUTH 2° 28' 19" WEST, 0.36 FEET;**

**THENCE SOUTH 87° 31' 41" EAST ALONG THE SOUTHERLY LINE OF SAID MEADOWOOD SUBDIVISION PHASE 8B, AND THE SOUTHERLY LINE OF MEADOWOOD SUBDIVISION PHASE 8A (CABINET H, SLIDES 260 - 261), PHASE 6 (CABINET G, SLIDES 682- 684), PHASE 7A (CABINET H, SLIDES 983 - 985), AND PHASE 7B (CABINET H, SLIDES 981 - 982), AND PASSING THROUGH AN IRON PIN SET IN THE WESTERLY LINE OF DARROW ROAD, 3058.36 FEET TO ITS**

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**INTERSECTION WITH THE CENTERLINE OF DARROW ROAD;**

**THENCE SOUTH 0° 33' 39" WEST ALONG THE CENTERLINE OF DARROW ROAD, 472.98 FEET TO A POINT;**

**THENCE NORTH 89° 26' 21" WEST, PASSING THROUGH AN IRON PIN SET IN THE WESTERLY LINE OF DARROW ROAD, 142.34 FEET TO AN IRON PIN SET;**

**THENCE SOUTH 0° 33' 39" WEST, 23.65 FEET TO AN IRON PIN SET;**

**THENCE NORTH 89° 26' 21" WEST, 64.76 FEET TO AN IRON PIN SET;**

**THENCE SOUTH 0° 33' 39" WEST, 38.71 FEET TO AN IRON PIN SET;**

**THENCE SOUTH 59° 20' 25" EAST, 86.86 FEET TO AN IRON PIN SET;**

**THENCE SOUTH 0° 33' 39" WEST, 86.96 FEET TO AN IRON PIN SET;**

**THENCE SOUTH 45° 33' 39" WEST, 153.00 FEET TO AN IRON PIN SET;**

**THENCE NORTH 88° 06' 27" WEST, 685.45 FEET TO AN IRON PIN SET;**

**THENCE SOUTH 0° 33' 39" WEST, PASSING THROUGH AN IRON PIN SET IN THE NORTHERLY LINE OF GLENWOOD DRIVE, 372.45 FEET TO THE PRINCIPAL PLACE OF BEGINNING, AND CONTAINING 72.9250 ACRES OF LAND, OF WHICH 1.8036 ACRES LIE WITHIN THE ROAD RIGHT-OF-WAYS, ALL ACCORDING TO THE SURVEY BY DONALD G. BOHNING & ASSOCIATES, INC. DATED OCTOBER, 2006.**

**THE COURSES USED IN THIS DESCRIPTION ARE REFERENCED TO AN ASSUMED MERIDIAN AND ARE USED TO INDICATE ANGLES ONLY.**

**TAX ID #6409089**

**PARCEL B:**

**SITUATED IN THE CITY OF TWINSBURG, COUNTY OF SUMMIT, AND STATE OF OHIO, AND KNOWN AS BEING PART OF ORIGINAL TWINSBURG TOWNSHIP LOT 5, TRACT 2, AND BOUNDED AND DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT IN THE CENTERLINE OF GLENWOOD DRIVE, 60 FEET WIDE, AT ITS INTERSECTION WITH THE CENTERLINE OF DARROW ROAD (S. R. 91), VARIABLE WIDTH, FROM WHICH POINT AN IRON MONUMENT FOUND BEARS SOUTH 88° 06' 27" EAST, 0.07 FEET;**

**THENCE NORTH 88° 06' 27" WEST ALONG THE CENTERLINE OF GLENWOOD DRIVE, 925.66 FEET TO A POINT;**

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**THENCE NORTH 0° 33' 39" EAST, PASSING THROUGH AN IRON PIN SET IN THE  
NORTHERLY LINE OF GLENWOOD DRIVE, 372.45 FEET TO AN IRON PIN SET;**

**THENCE SOUTH 88° 06' 27" EAST, 685.45 FEET TO AN IRON PIN SET;**

**THENCE NORTH 45° 33' 39" EAST, 153.00 FEET TO AN IRON PIN SET;**

**THENCE NORTH 0° 33' 39" EAST, 86.96 FEET TO AN IRON PIN SET;**

**THENCE NORTH 59° 20' 25" WEST, 86.86 FEET TO AN IRON PIN SET;**

**THENCE NORTH 0° 33' 39" EAST, 38.71 FEET TO AN IRON PIN SET;**

**THENCE SOUTH 89° 26' 21" EAST, 64.76 FEET TO AN IRON PIN SET;**

**THENCE NORTH 0° 33' 39" EAST, 23.65 FEET TO AN IRON PIN SET;**

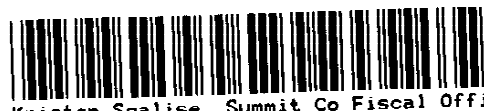
**THENCE SOUTH 89° 26' 21" EAST, PASSING THROUGH AN IRON PIN SET IN THE  
WESTERLY LINE OF DARROW ROAD, 142.34 FEET TO A POINT IN THE  
CENTERLINE OF DARROW ROAD;**

**THENCE SOUTH 0° 33' 39" WEST ALONG THE CENTERLINE OF DARROW ROAD,  
679.11 FEET TO THE PLACE OF BEGINNING, AND CONTAINING 9.0843 ACRES OF  
LAND OF WHICH 1.0843 ACRES LIE WITHIN THE ROAD RIGHT-OF-WAYS, ALL  
ACCORDING TO THE SURVEY BY DONALD G. BOHNING & ASSOCIATES, INC.  
DATED OCTOBER, 2006.**

**THE COURSES USED IN THIS DESCRIPTION ARE REFERENCED TO AN  
ASSUMED MERIDIAN AND ARE USED TO INDICATE ANGLES ONLY.**

**TAX ID # 6409090**

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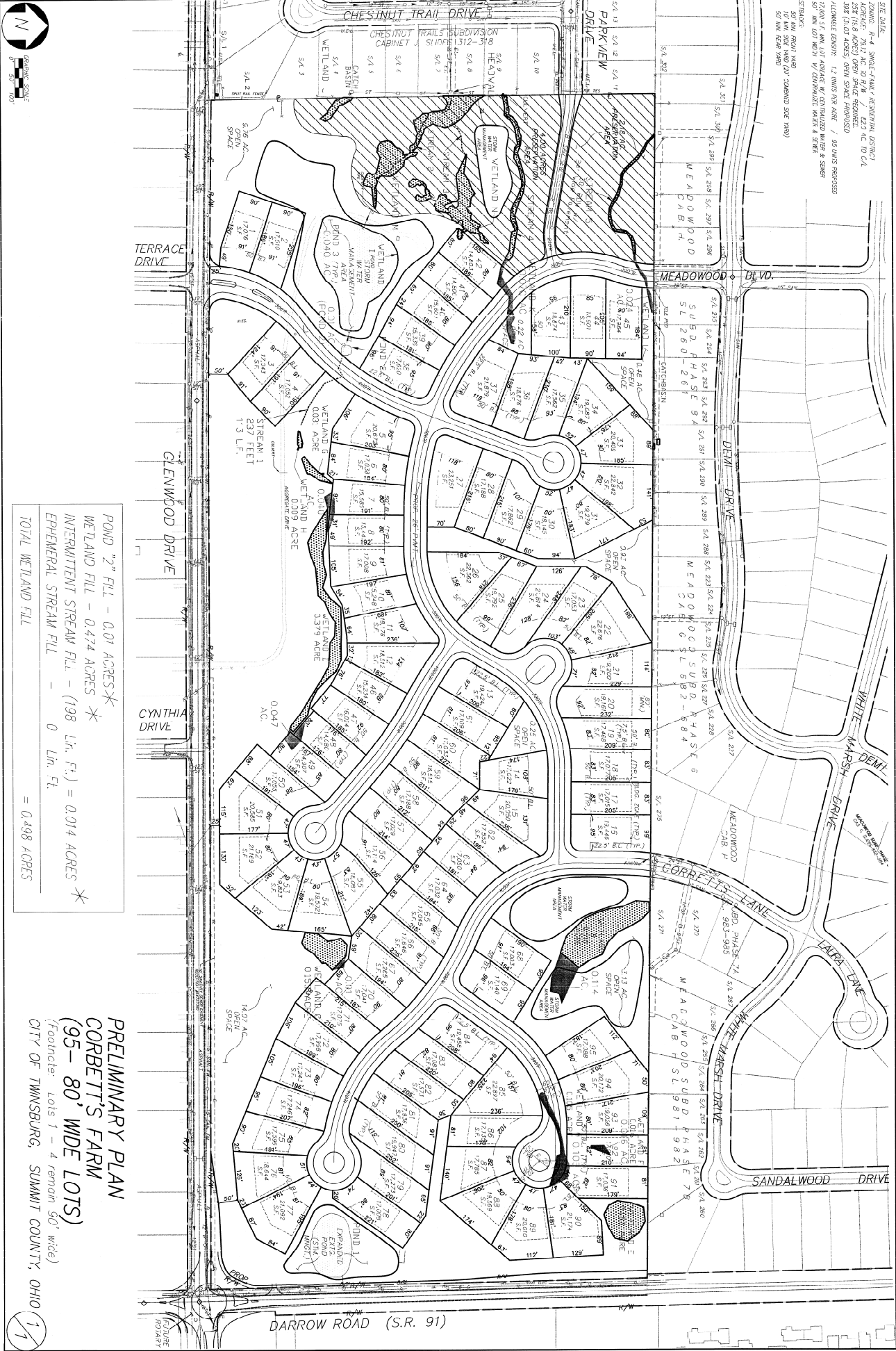


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EXHIBIT "B"  
SITE PLAN OF THE PROPERTY



POND "2" FILL - 0.01 ACRES \*  
WETLAND FILL - 0.474 ACRES \*  
INTERMITTENT STREAM FILL - (198 L.F.) = 0.014 ACRES \*  
EPHEMERAL STREAM FILL - 0 L.F. FT.  
TOTAL WETLAND FILL = 0.498 ACRES

PRELIMINARY PLAN  
CORBETT'S FARM  
(95- 80' WIDE LOTS)  
(Footnote: Lots 1 - 4 remain 50' wide)  
CITY OF TWINSBURG, SUMMIT COUNTY, OHIO



50944040

**EXHIBIT "C"**

**CERTIFICATE OF COMPLIANCE AND STATUS OF ASSESSMENTS  
WITH RESPECT TO THE RESALE OF A DWELLING UNIT  
AT CORBETT'S FARM SUBDIVISION  
TWINSBURG, SUMMIT COUNTY, OHIO**

Corbett's Farm Homeowners' Association, Inc., a non-profit Ohio corporation (the "**Association**"), created to govern, operate, control and administer the "Areas of Common Responsibility" for Corbett's Farm Subdivision, Twinsburg, Summit County, Ohio ("Corbett's Farm") and to supervise and enforce the Declaration of Covenants, Conditions, Easements and Restrictions for Corbett's Farm (the "**Declaration**") hereby certifies as follows:

1. The Association has received notice of a proposed sale of the Dwelling Unit located on Sublot No. \_\_\_\_\_, located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ County, Ohio.
2. The proposed purchaser(s) of the Dwelling Unit is (are) \_\_\_\_\_.
3. The owner(s) of the Dwelling Unit (is) (are) \_\_\_\_\_.
4. The Association has no record of a violation of the Covenants and Restrictions contained in the Declaration except \_\_\_\_\_  
(if none, write "None").
5. The current annual assessment attributable to the Dwelling Unit is \$ \_\_\_\_\_.
6. The assessments are payable at the rate of \$ \_\_\_\_\_ per (month) (quarter); said assessments being payable through \_\_\_\_\_ 201\_\_.
7. A fee is payable to the Association upon the issuance of this Certificate in accordance with the terms of the Declaration.

This Certificate of Compliance is being issued pursuant to Section 7.26 of the Declaration.

**CORBETT'S FARM HOMEOWNER'S  
ASSOCIATION, INC.**

By: \_\_\_\_\_

Date: \_\_\_\_\_, 201\_\_

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**EXHIBIT D**

19503

TRANSFER NOT NECESSARY  
SEC. 319.202 REV. CODE COMPLIED WITH

Exempt Consideration  
 KRISTEN M. SCALISE CPA, CFE By KM  
 FISCAL OFFICER Deputy Fiscal Officer

12-16-13

TRANSFER NOT NECESSARY  
 KRISTEN M. SCALISE CPA, CFE, FISCAL OFFICER

Env

**GRANT OF CONSERVATION EASEMENT**

① This grant of Conservation Easement ("Conservation Easement") is made this 10<sup>th</sup> day of December, 2013 (the "Effective Date"), by Pulte Homes of Ohio, a Michigan limited liability company, whose address is 387 Medina Road, Suite 1700, Medina, Ohio (hereinafter referred to as the "Grantor") in favor of Ohio Land Stewardship, a non-profit 5013-C organization incorporated in the State of Ohio, whose address is 7664 Tyler Boulevard, Mentor, Ohio 44060 (hereinafter referred to as the "Grantee").

**WITNESSETH:**

WHEREAS, Grantor is the owner in fee simple of certain real property located in Summit County, Ohio consisting of approximately 80.925 acres and situated in the Tinkers Creek Watershed, as more particularly described on Exhibit A (the "Property"); and

WHEREAS, Grantor intends to construct a residential subdivision on the Property (the "Project"), which Project will impact certain surface water features located on the Property, and the approvals obtained by the Grantor for the Project include Department of the Army Permit Number 2008-00517 ("Army Permit") from the U.S. Army Corps of Engineers, Regulatory Branch, 1776 Niagara Street, Buffalo, New York, 14207-3199 (the "Army Corps"); and

WHEREAS, in order to mitigate the Project-related impacts on the Property and as a condition of being issued the Army Permit, the Army Corps has required that the Owner set aside mitigation property and to protect this property with a conservation easement; and

WHEREAS, the mitigation property consists of two separate areas totaling approximately 5.5682 acres as depicted in Exhibit B and legally described on Exhibit B-1, both attached hereto and made a part hereof (which real property is hereinafter referred to as the "Protected Property"); and

WHEREAS, Grantor has delivered to Grantee a wetland delineation and Department of the Army Permit dated September 3, 2013, which consists of maps, reports, photographs, descriptions of prominent vegetation, land use history and distinct natural features

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Resource Title National Agency  
 7100 E Pleasant Valley Rd Ste 100  
 Independence OH 44131

characterizing the Protected Property as of the Effective Date and the parties acknowledge that the Wetland Delineation Report is an objective information baseline for monitoring compliance with the terms of this Conservation Easement.

WHEREAS, the Protected Property is located within the Tinkers Creek Watershed and has substantial value as a natural resource in its present state as an open and wooded wetland area, constituting a natural habitat for plants and wildlife (the "Values"); and

WHEREAS, Grantor acknowledges that a yearly fee of \$1,800.00, subject to adjustment every three (3) years as set forth herein, shall be payable to Grantee, 7664 Tyler Blvd., Mentor, Ohio 44060 to monitor the Protected Property. In the event of non-payment of such monitoring fee, Grantee and its successors and assigns, shall have the right to file a lien for such unpaid transfer fees which shall be a lien on the Property but which lien shall be subordinate to the Conservation Easement and to the lien of any mortgage on the Property. Any such lien may be enforced and/or foreclosed in accordance with the laws of the State of Ohio; and

WHEREAS, the Grantor and Grantee recognize the aforesaid Values of the Protected Property in its present state, and have, by the conveyance and acceptance of this Conservation Easement, respectively, the common purpose of conserving the aforesaid Values of the Protected Property, and preventing the use or development of the Protected Property for any purpose or in any manner that would conflict with the Values of the Protected Property; and

WHEREAS, the Grantor and Grantee have the common purpose of conserving and protecting the Values of the Protected Property in perpetuity as "a relatively natural habitat for fish, wildlife or plants, or similar ecosystem, as that phrase is used in the P.L. 96-541, 26 U.S.C. 170(h)(4)(A)(ii), as amended and in regulations promulgated thereunder; and

WHEREAS, "ecological scientific, educational, and aesthetic value", "natural, scenic and open condition" and "natural values", as used herein, shall, without limiting the generality of the terms, mean a condition that is no less natural than the Values of the Protected Property at the time of this Conservation Easement, "natural" meaning that native plants and wildlife are permitted to carry out their lifecycles without human interference; and

WHEREAS, Section 5301.69 of the Ohio Revised Code (O.R.C.) authorizes the Grantee to acquire and hold conservation easements for the purposes set forth herein; and

WHEREAS, Grantor intends to and does hereby convey to the Grantee the right to preserve and protect the Values of the Protected Property in perpetuity and to prevent or remedy subsequent activities or uses that are inconsistent with the terms of this Conservation Easement; and

WHEREAS, by accepting this grant, the Grantee agrees to honor the intentions of the Grantor stated herein and to preserve and protect in perpetuity the conservation of the Protected Property according to the terms of this Conservation Easement; and  
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WHEREAS, Grantor and Grantee intend that this Conservation Easement shall be a "conservation easement" as defined in Section 5301.67 of the Ohio Revised Code; and

WHEREAS, Grantee is willing to accept this Conservation Easement, subject to the reservations and to the terms and conditions and obligations set out herein and imposed hereby.

NOW, THEREFORE, for and in consideration of the premises and the foregoing recitations, and other good and valuable consideration in hand paid, and in further consideration of the mutual purposes, covenants, terms, conditions, and restrictions hereinafter set forth with the intention of making an absolute and unconditional gift, and pursuant to the provisions relating to conservation easements set forth in Ohio Revised Code Sections 5301.67 et seq., the Grantor does hereby grant, give, and convey unto the Grantee, its successors and assigns forever and in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, in, upon, and over the Protected Property, for the purposes of preserving, protecting, and maintaining the Protected Property as a scenic, natural, and wooded area, as habitat for plants, wildlife, and together with the right of visual access to and view of the Protected Property in its natural, scenic and open condition.

**THE TERMS, CONDITIONS, AND RESTRICTIONS OF THE CONSERVATION  
EASEMENT ARE AS HEREINAFTER SET FORTH:**

1. There shall be no other structures of any kind, including, but not limited to, billboards or advertising of any kind, camping accommodations, and mobile homes shall be hereafter erected or placed on the Protected Property.
2. Except for activities that either preserve or enhance the wetland habitat of the Protected Property, there shall be no dumping of soil, trash, ashes, garbage, waste, or other unsightly or offensive material, nor any placement of aboveground or underground storage tanks, on or in the Protected Property, and no changing of its topography through the placing of soil or other substance or material such as land fill or dredging spoils.
3. Except for activities that either preserve or enhance the wetland habitat of the Protected Property, there shall be no fillings, excavations, mining, drilling, construction of roads or other changes in the general topography of the land on the Protected Property in any manner excepting that caused by the forces of nature.
4. Except for activities that either preserve or enhance the wetland habitat of the Protected Property, there shall be no removal or destruction of native growth in the open and wooded areas, use of fertilizers, spraying with biocides, introduction of non-native animals, grazing of domestic animals or disturbance or change in the natural habitat except in accordance with good husbandry practices, including selective harvesting of timber, plant material or seed for the Grantor's use, and enhancement of wildlife habitat.

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5. No power transmission lines shall be erected, nor shall interests in the Protected Property be granted for this purpose. It is the intent of this Conservation Easement to convey to the Grantee, its successors and assigns such an interest in the Protected Property as is sufficient to prohibit the exercise of the power of eminent domain by public utility and any other body or person.
6. Except for activities that either preserve or enhance the wetland habitat of the Protected Property, there shall be no activities, actions, or uses detrimental or adverse to water conservation, erosion control, soil conservation, and fish and wildlife or habitat preservation on the Protected Property.
7. Except for activities that either preserve or enhance the wetland habitat of the Protected Property, there shall be no manipulation or alteration of natural water courses, lake shores, marshes, or other water bodies or activities or uses detrimental to water purity, providing that existing small dams and ponds on the Protected Property, if any, may be maintained and repaired.
8. Except for exclusive purposes of maintenance of the Protected Property, there shall be no operation of automobiles, trucks, boats and any other watercraft, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any recreational motorized vehicles on the Protected Property.
9. Except for the Permitted Encumbrances (defined below), the Protected Property shall be managed in a manner consistent with practices customarily followed in the a "Land Conservancy District" for the protection, preservation and conservation of land in its present state as a natural, scenic open, and wooded area, constituting a natural habitat for plants and wildlife. Each and every other activity or construction that might endanger the natural or scenic state of the Protected Property is forbidden. Without limiting the foregoing, it is Grantor's intent that this Conservation Easement prohibits commercial recreational use of the Protected Property within the meaning of Section 2031(c) of the Internal Revenue Code and regulations promulgated thereunder.
10. In the event a violation of these terms, conditions, or restrictions is found to exist, the Grantee, or its successors or assigns, may, after notice to the Grantor, or the Grantor's personal representatives, heirs, successors or assigns, institute an action to enjoin by ex parte, temporary, and/or permanent injunction such violation, to require the restoration of the Protected Property to its prior conditions, and/or for damages for breach of covenants. If the Grantor, or its successors or assigns, commences a cure of such violation within the 30' day period following such notification and thereafter continuously and diligently pursues such cure to completion' in a reasonable manner and without delay, other than delay caused by the forces of nature, the violation shall not be deemed actionable. Nothing herein shall be construed to entitle the Grantee to institute any enforcement proceedings against the Grantor for any changes to Protected Property due to causes

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beyond the Grantor's control, such as changes caused by fire, floods, or storms. All proceedings shall be instituted against the person or persons violating the terms, conditions or restrictions of this Conservation Easement. The Grantee, or its successors or assigns, does not waive or forfeit the right to take action as may be necessary to insure compliance with the terms, conditions, and purposes of the Conservation Easement by prior failure to act.

11. Grantee, or its duly authorized representative, may enter the Protected Property at any time during normal daylight hours for the purposes of inspecting the Protected Property in order to further the objectives and determine compliance with the terms of this Conservation Easement.
12. Beginning on January 1, 2014, and continuing on each January 1 thereafter for so long as this Conservation Easement remains in effect, Grantor or the then-current owner of the Protected Property shall pay to Grantee a monitoring fee (the "Monitoring Fee") equal to \$1,800.00, subject to adjustment as set forth in this Section 12. Beginning on January 1, 2017, and every three (3) years thereafter, the Monitoring Fee shall be adjusted based on the annual average increase or decrease, as applicable, in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average - All Items (1982-84 = 100) as published by the Bureau of Labor Statistics of the U.S. Department of Labor (the "Index"), in accordance with the following formula: compute the average annual percentage increase or decrease, if any, in the Index from the beginning of such three year period to the end of such three year period. The Monitoring Fee shall then be increased or decreased by the aforementioned -average annual percentage change of the Index.
13. Grantee or its duly authorized representatives shall inspect the Protected Property not less than once during each calendar year (during October, November, or December) to perform water measurement, gather data, and to confirm compliance with the terms of this Conservation Easement. Grantee shall deliver to Grantor an annual report no later than December 31 of each year setting forth a summary of such inspections.
14. Not later than ninety (90) days after the first (1<sup>st</sup>), third (3<sup>rd</sup>), and fifth (5<sup>th</sup>) anniversary of the Effective Date, Grantee shall prepare and submit to the Army Corps (c/o U.S. Army Corps of Engineers, Buffalo District, Regulatory Branch, 1776 Niagara Street, Buffalo, New York 14207) a report of the water levels, wetland boundaries, vegetation, and hydrology of the Protected Property, which reports shall include pictures of the wetland areas, with a copy to the Grantor. In addition, Grantee shall promptly provide such additional reports or information as may be reasonably required by the Army Corps in connection with the Army Permit, the U.S. Environmental Protection Agency or the Ohio Environmental Protection Agency. Grantee shall send a copy of all reports and correspondence required herein to Grantor.
15. The Grantor agrees that the terms, conditions, restrictions, and purposes of this  
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Conservation Easement will be inserted or referenced by it in any subsequent deed, or other legal instrument, by which it divests itself of either the fee simple title to, or of its possessory interest in, the Protected Property.

16. This Conservation Easement may be amended only with the written consent of Grantee and Grantor. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall comply with Section 170(h) of the Internal Revenue Code or any regulations promulgated in accordance with that Section. Any such amendment shall also be consistent with Section 5301.67 through 5301.70 of the Ohio Revised Code or any regulations promulgated pursuant to such code.
17. The Grantee may transfer or assign its rights in the Conservation Easement to another entity authorized to accept conservation easements pursuant to Section 5301.69 of the Ohio Revised Code without the prior written approval of the Grantor, provided such entity assumes all of Grantee's obligations hereunder.
18. This Conservation Easement constitutes a real property interest immediately vested in the Grantee.
19. If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement may be terminated or extinguished pursuant to the written agreement of the parties, provided that the Army Corps consents in writing to such termination or extinguishment.
20. It is the intent of this Conservation Easement to convey to the Grantee, its successors and assigns such an interest in the Protected Property as is sufficient to prohibit the exercise of the power of eminent domain by public utility and any other body or person. Whenever all or part of the Protected Property is taken in exercise of eminent domain so as to abrogate the restriction imposed by this conservation easement, the Grantor and the Grantee shall join in appropriate actions to recover the full value of the Protected Property (or portion thereof) taken and all incidental or direct damages that result from such taking. Any expense incurred by the Grantor or the Grantee in any such action shall be first reimbursed out of the recovered proceeds. The remainder of such proceeds shall be paid to Grantor.
21. Without limiting any other provision of this Conservation Easement, Grantor and Grantee agree and intend that the Conservation Easement granted and accepted hereby constitute a "Conservation Easement" as that term is used Section 5301.67 through 5301.70 of the Ohio Revised Code and that the Conservation Easement granted hereby shall be entitled to all the benefits of such sections.

Promptly following mutual execution and delivery of this Conservation Easement, Grantee shall (a) post permanent wetland preservation signs around the perimeter of the Protected Property

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in locations that are reasonably acceptable to Grantor and Grantee, and (b) verify installation of such signs in writing to the U.S. Army Corps of Engineers, Buffalo District, Regulatory Branch, 1776 Niagara Street, Buffalo, New York 14207. The appearance and size of such signs shall be reasonably acceptable to Grantor and Grantee (but in no event shall any sign be smaller than 4 inches by 6 inches).



22. At least sixty (60) days prior to any action being taken to void or modify this Conservation Easement, any management plan or long-term protection mechanism contained herein (including transfer of title or establishment of any legal claims) with regard to the Protected Property, Grantor or Grantee must provide written notice of such action to the U.S. Army Corps, Buffalo District, Regulatory Branch, 1776 Niagara Street, Buffalo, New York 14207.

#### EXCEPTIONS TO THE CONSERVATION EASEMENT

1. The Conservation Easement is taken subject to pre-existing easements and other encumbrances of record affecting the Protected Property, if any ("Permitted Encumbrances").
2. The Grantor has the right but no duty to remove for safety purposes and for use as firewood, fallen logs or dead trees in the easement areas.
3. The Grantor may construct a walking trail through the easement. Any walking trail shall be limited to a maximum width of six (6) feet, and may be constructed of wood chips, limestone, gravel, concrete, or asphalt. Said walking trail shall not impact any delineated wetlands, and shall be installed in a manner that does not require the removal or cutting of any living tree.
4. Except as expressly limited herein, Grantor reserves for itself, its heirs and assigns, all rights as owner of the easement property, including the right to use the easement property for all purposes consistent with this easement, including but not limited to public access to the protected property for outdoor, passive recreational purpose.

TO HAVE AND TO HOLD to the use of the Grantee, its successors and assigns, forever the covenants agreed to and the terms, conditions, restrictions, and purposes imposed as aforesaid shall be binding not only upon the Grantor, but also their respective agents, personal representatives, heirs and assigns, and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Protected Property.

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Kristen Sealice, Summit Co. Fiscal Officer

By:

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SS:

**Notary Public**

■

### ACCEPTANCE

The undersigned does hereby consent to and accept the within Conservation Easement and all obligations imposed thereby.

IN WITNESS WHEREOF, the undersigned has executed and delivered this ACCEPTANCE this 6<sup>th</sup> day of December, 2013.

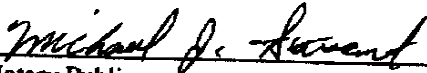
Ohio Land Stewardship

By:   
Patrick Duncan, Director

State of Ohio )  
County of Lake )SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Ohio Land Stewardship, by Patrick Duncan, its Director, who acknowledged that he did execute the foregoing instrument and that the same is his own free act and deed as such representatives and the free act and deed of such non-profit corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 6<sup>th</sup> day of December 2013.

  
Notary Public  
My Commission Expires: \_\_\_\_\_

Michael J. Stewart  
Michael J. Stewart, Attorney At Law  
Notary Public, State of Ohio  
My Commission has no expiration date  
Section 147.03 O.R.C.

no exp. date

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By: Donald Zaliski, Board Member

Print: Donald Zaliski

(As to both parties)

State of Ohio )  
 )SS:  
County of )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Ohio Land Stewardship, represented by DONALD ZALISKI, Board Member, who acknowledged that they did execute the foregoing instrument and that the same is their own free act and deed as such representatives and the free act and deed of such Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 2nd day of December 2013.

R. J. Budway  
Notary Public  
My Commission Expires: R. J. BUDWAY, Attorney  
Notary Public, State of Ohio  
My Commission Expires: 09/20/2017

By: Clifford D. Baggett, Board Member

Print: Clifford D. Baggett

(As to both parties)

State of Ohio )  
 )SS:  
County of Lake )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Ohio Land Stewardship, represented by Clifford D. Baggett, Board Member, who acknowledged that they did execute the foregoing instrument and that the same is their own free act and deed as such representatives and the free act and deed of such Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 10 day of December 2013.

Patricia A. Doganiero  
Notary Public  
My Commission Expires: 9/20/2017

THIS INSTRUMENT PREPARED BY:

Ohio Land Stewardship  
7664 Tyler Boulevard  
Mentor, Ohio 44060

{K0356584.1}



PATRICIA A DOGANIERO  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
September 20, 2017  
Recorded in  
Cuyahoga County



Kristen Scalise, Summit Co Fiscal Office

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Escrow File No.: CLE130731A

**EXHIBIT "A"**

**PARCEL A:**

**SITUATED IN THE CITY OF TWINSBURG, COUNTY OF SUMMIT, AND STATE OF OHIO, AND KNOWN AS BEING PART OF ORIGINAL TWINSBURG TOWNSHIP LOTS 1 AND 5, TRACT 2, AND BOUNDED AND DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT IN THE CENTERLINE OF GLENWOOD DRIVE, 60 FEET WIDE, AT ITS INTERSECTION WITH THE CENTERLINE OF DARROW ROAD (S.R. 91), VARIABLE WIDTH, FROM WHICH POINT AN IRON MONUMENT FOUND BEARS SOUTH 88° 06' 27" EAST, 0.07 FEET;**

**THENCE NORTH 88° 06' 27" WEST ALONG THE CENTERLINE OF GLENWOOD DRIVE, 925.66 FEET TO A POINT, AND THE PRINCIPAL PLACE OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;**

**THENCE NORTH 88° 06' 27" WEST ALONG THE CENTERLINE OF GLENWOOD DRIVE, 1378.01 FEET TO AN IRON MONUMENT FOUND AT AN ANGLE POINT, THEREIN;**

**THENCE NORTH 87° 14' 41" WEST ALONG THE CENTERLINE OF GLENWOOD DRIVE, 767.46 FEET TO ITS INTERSECTION WITH THE EASTERLY LINE OF THE CHESTNUT TRAILS SUBDIVISION AS SHOWN BY THE PLAT RECORDED IN CABINET J, SLIDES 312 - 318 OF SUMMIT COUNTY PLAT RECORDS;**

**THENCE NORTH 1° 12' 39" EAST ALONG THE EASTERLY LINE OF THE CHESTNUT TRAILS SUBDIVISION, AND PASSING THROUGH AN IRON PIN SET IN THE NORTHERLY LINE OF GLENWOOD DRIVE, 1171.23 FEET TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF THE MEADOWOOD SUBDIVISION PHASE 8B AS SHOWN BY THE PLAT RECORDED IN CABINET H, SLIDES 262 - 264 OF SUMMIT COUNTY PLAT RECORDS, AND FROM WHICH POINT AN IRON PIN FOUND BEARS NORTH 87° 31' 41" WEST, 0.09 FEET, SOUTH 2° 28' 19" WEST, 0.36 FEET;**

**THENCE SOUTH 87° 31' 41" EAST ALONG THE SOUTHERLY LINE OF SAID MEADOWOOD SUBDIVISION PHASE 8B, AND THE SOUTHERLY LINE OF**



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MEADOWOOD SUBDIVISION PHASE 8A (CABINET H, SLIDES 260 - 261), PHASE 6 (CABINET G, SLIDES 682- 684), PHASE 7A (CABINET H, SLIDES 983 - 985), AND PHASE 7B (CABINET H, SLIDES 981 - 982), AND PASSING THROUGH AN IRON PIN SET IN THE WESTERLY LINE OF DARROW ROAD, 3058.36 FEET TO ITS INTERSECTION WITH THE CENTERLINE OF DARROW ROAD;

THENCE SOUTH 0° 33' 39" WEST ALONG THE CENTERLINE OF DARROW ROAD, 472.98 FEET TO A POINT;

THENCE NORTH 89° 26' 21" WEST, PASSING THROUGH AN IRON PIN SET IN THE WESTERLY LINE OF DARROW ROAD, 142.34 FEET TO AN IRON PIN SET;

THENCE SOUTH 0° 33' 39" WEST, 23.65 FEET TO AN IRON PIN SET;

THENCE NORTH 89° 26' 21" WEST, 64.76 FEET TO AN IRON PIN SET;

THENCE SOUTH 0° 33' 39" WEST, 38.71 FEET TO AN IRON PIN SET;

THENCE SOUTH 59° 20' 25" EAST, 86.86 FEET TO AN IRON PIN SET;

THENCE SOUTH 0° 33' 39" WEST, 86.96 FEET TO AN IRON PIN SET;

THENCE SOUTH 45° 33' 39" WEST, 153.00 FEET TO AN IRON PIN SET;

THENCE NORTH 88° 06' 27" WEST, 685.45 FEET TO AN IRON PIN SET;

THENCE SOUTH 0° 33' 39" WEST, PASSING THROUGH AN IRON PIN SET IN THE NORTHERLY LINE OF GLENWOOD DRIVE, 372.45 FEET TO THE PRINCIPAL PLACE OF BEGINNING, AND CONTAINING 72.9250 ACRES OF LAND, OF WHICH 1.8036 ACRES LIE WITHIN THE ROAD RIGHT-OF-WAYS, ALL ACCORDING TO THE SURVEY BY DONALD G. BOHNING & ASSOCIATES, INC. DATED OCTOBER, 2006.

THE COURSES USED IN THIS DESCRIPTION ARE REFERENCED TO AN ASSUMED MERIDIAN AND ARE USED TO INDICATE ANGLES ONLY.

TAX ID #6409089 *TNN*

**PARCEL B:**

SITUATED IN THE CITY OF TWINSBURG, COUNTY OF SUMMIT, AND STATE OF OHIO, AND KNOWN AS BEING PART OF ORIGINAL TWINSBURG TOWNSHIP LOT 5, TRACT 2, AND BOUNDED AND DESCRIBED AS FOLLOWS:



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BEGINNING AT A POINT IN THE CENTERLINE OF GLENWOOD DRIVE, 60 FEET WIDE, AT ITS INTERSECTION WITH THE CENTERLINE OF DARROW ROAD (S. R. 91), VARIABLE WIDTH, FROM WHICH POINT AN IRON MONUMENT FOUND BEARS SOUTH 88° 06' 27" EAST, 0.07 FEET;

THENCE NORTH 88° 06' 27" WEST ALONG THE CENTERLINE OF GLENWOOD DRIVE, 925.66 FEET TO A POINT;

THENCE NORTH 0° 33' 39" EAST, PASSING THROUGH AN IRON PIN SET IN THE NORTHERLY LINE OF GLENWOOD DRIVE, 372.45 FEET TO AN IRON PIN SET;

THENCE SOUTH 88° 06' 27" EAST, 685.45 FEET TO AN IRON PIN SET;

THENCE NORTH 45° 33' 39" EAST, 153.00 FEET TO AN IRON PIN SET;

THENCE NORTH 0° 33' 39" EAST, 86.96 FEET TO AN IRON PIN SET;

THENCE NORTH 59° 20' 25" WEST, 86.86 FEET TO AN IRON PIN SET;

THENCE NORTH 0° 33' 39" EAST, 38.71 FEET TO AN IRON PIN SET;

THENCE SOUTH 89° 26' 21" EAST, 64.76 FEET TO AN IRON PIN SET;

THENCE NORTH 0° 33' 39" EAST, 23.65 FEET TO AN IRON PIN SET;

THENCE SOUTH 89° 26' 21" EAST, PASSING THROUGH AN IRON PIN SET IN THE WESTERLY LINE OF DARROW ROAD, 142.34 FEET TO A POINT IN THE CENTERLINE OF DARROW ROAD;

THENCE SOUTH 0° 33' 39" WEST ALONG THE CENTERLINE OF DARROW ROAD, 679.11 FEET TO THE PLACE OF BEGINNING, AND CONTAINING 9.0843 ACRES OF LAND OF WHICH 1.0843 ACRES LIE WITHIN THE ROAD RIGHT-OF-WAYS, ALL ACCORDING TO THE SURVEY BY DONALD G. BOHNING & ASSOCIATES, INC. DATED OCTOBER, 2006.

THE COURSES USED IN THIS DESCRIPTION ARE REFERENCED TO AN ASSUMED MERIDIAN AND ARE USED TO INDICATE ANGLES ONLY.

TAX ID # 6409090 TNN



EXHIBIT B

SEE GRANT OF CONSERVATION EASEMENT RECORDED AS DOCUMENT NO.  
56015914 OF THE SUMMIT COUNTY RECORDS

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Kristen Scalise, Summit Co Fiscal Office



**EXHIBIT B-1**



**Polaris Engineering & Surveying**  
34600 Chardon Road Suite D  
Willoughby Hills, Ohio 44094  
Office: (440) 944-4433  
Fax: (440) 944-3722

**AUGUST 21, 2013**

**LEGAL DESCRIPTION  
OF A CONSERVATION EASEMENT AREA  
IN THE CITY OF TWINSBURG  
(CONSERVATION EASEMENT AREA 1)**

Situated in the City of Twinsburg, County of Summit, and State of Ohio, and being part of original Twinsburg Township Lots 1 and 5, further known as being a conservation easement area over part of land conveyed to Corbett Farms LLC., by deed recorded as reception number 55444681 of Summit County Records, and described as follows:

Beginning in the easterly line of Chestnut Trails Subdivision as shown by plat recorded in Cabinet "J", Slides 312-318, of Summit County Plat Records, at the northeasterly corner of the dedicated right of way of Parkview Drive (60 feet wide):

- COURSE 1** Thence North 01°12'39" East, along the easterly line of said Chestnut Trails Subdivision, 187.26 feet to the southerly line of Meadowood Subdivision Phase 8-B as shown by plat recorded in Cabinet "H", Slides 262-264 of Summit County Plat Records;
- COURSE 2** Thence South 87°31'41" East, along the southerly line of said Meadowood Subdivision Phase 8-B, and the southerly line of Meadowood Subdivision Phase 8-A as shown by plat recorded in Cabinet "H", Slides 260-261 of Summit County Plat Records, 416.41 feet;
- COURSE 3** Thence South 10°04'51" West, 53.19 feet;
- COURSE 4** Thence South 21°36'50" West, 84.53 feet;



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EA 192.00

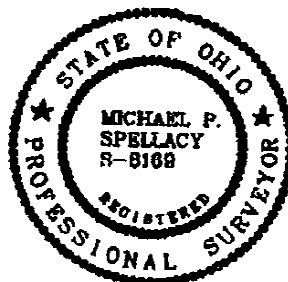
EXHIBIT B-1

AUGUST 21, 2013  
LEGAL DESCRIPTION  
OF A CONSERVATION EASEMENT AREA  
IN THE CITY OF TWINSBURG  
(CONSERVATION EASEMENT AREA 1)  
PAGE 2

- COURSE 6 Thence South 00°00'00" East, 115.37 feet;  
COURSE 6 Thence North 90°00'00" West, 63.56 feet;  
COURSE 7 Thence North 77°58'08" West, 223.98 feet;  
COURSE 8 Thence North 72°35'55" West, 101.55 feet to the place of beginning, and containing 2.0411 acres (88,912 square feet) as calculated and described in August, 2013 by Michael P. Spellacy, P.S. 8169 of Polaris Engineering and Surveying and subject to all legal highways and easements of record.

Michael P. Spellacy 8/21/2013  
Michael P. Spellacy - P.S. #8169 - 08/21/2013

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Kristen Scalise, Summit Co Fiscal Office

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**EXHIBIT B-1**



**Polaris Engineering & Surveying**  
34800 Chardon Road Suite D  
Willoughby Hills, Ohio 44094  
Office: (440) 944-4433  
Fax: (440) 944-3722

**AUGUST 21, 2013**

**LEGAL DESCRIPTION**

**OF A CONSERVATION EASEMENT AREA  
IN THE CITY OF TWINSBURG  
(CONSERVATION EASEMENT AREA 2)**

Situated in the City of Twinsburg, County of Summit, and State of Ohio, and being part of original Twinsburg Township Lots 1 and 5, further known as being a conservation easement area over part of land conveyed to Corbett Farms LLC., by deed recorded as reception number 55444681 of Summit County Records, and described as follows:

Beginning in the easterly line of Chestnut Trails Subdivision as shown by plat recorded in Cabinet "J", Slides 312-318, of Summit County Plat Records, at the southeasterly corner of the dedicated right of way of Parkview Drive (60 feet wide):

- COURSE 1** Thence North 89°39'03" East, 90.69 feet;
- COURSE 2** Thence South 77°58'08" East, 318.24 feet;
- COURSE 3** Thence South 21°58'48" East, 84.56 feet;
- COURSE 4** Thence South 42°30'08" West, 17.26 feet;
- COURSE 5** Thence North 87°31'41" West, 130.00 feet;
- COURSE 6** Thence North 61°10'12" West, 73.50 feet;
- COURSE 7** Thence South 74°21'59" West, 69.61 feet;



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LEGAL DESCRIPTION  
OF A CONSERVATION EASEMENT AREA  
IN THE CITY OF TWINSBURG  
(CONSERVATION EASEMENT AREA 2)  
PAGE 2**

**COURSE 8** Thence North 87°31'41" West, 87.96 feet;  
**COURSE 9** Thence South 60°23'30" West, 49.25 feet;  
**COURSE 10** Thence South 02°16'03" West, 70.00 feet;  
**COURSE 11** Thence South 87°43'57" East, 40.00 feet;  
**COURSE 12** Thence South 02°16'03" West, 20.00 feet;  
**COURSE 13** Thence South 87°43'57" East, 20.00 feet;  
**COURSE 14** Thence North 02°16'03" East, 20.00 feet;  
**COURSE 15** Thence South 87°43'57" East, 82.00 feet;  
**COURSE 16** Thence North 68°19'42" East, 55.19 feet;  
**COURSE 17** Thence South 88°16'00" East, 65.94 feet;  
**COURSE 18** Thence North 61°59'39" East, 61.56 feet;  
**COURSE 19** Thence South 87°31'41" East, 34.93 feet;  
**COURSE 20** Thence South 42°28'19" West, 86.34 feet;  
**COURSE 21** Thence South 15°57'26" West, 285.01 feet;  
**COURSE 22** Thence North 86°52'17" West, 201.85 feet;  
**COURSE 23** Thence South 00°42'02" West, 108.18 feet;



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Kristen Scalise, Summit Co Fiscal Office

EXHIBIT B-1

AUGUST 21, 2013  
LEGAL DESCRIPTION  
OF A CONSERVATION EASEMENT AREA  
IN THE CITY OF TWINSBURG  
(CONSERVATION EASEMENT AREA 2)  
PAGE 2

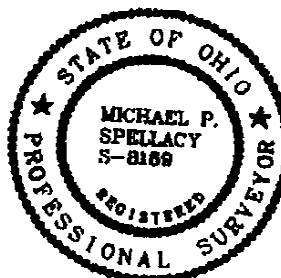
COURSE 24 Thence North 88°47'21" West, 68.95 feet to the easterly line of said Chestnut Trails Subdivision;

COURSE 25 Thence North 01°12'39" East, along said easterly subdivision line, 626.39 feet to the place of beginning, and containing 3.5271 acres (153,640 square feet) as calculated and described in August, 2013 by Michael P. Spellacy, P.S. 8169 of Polaris Engineering and Surveying and subject to all legal highways and easements of record.

*Michael P. Spellacy 8/21/2013*

Michael P. Spellacy - P.S. #8169 - 08/21/2013

64-09089  
Tw000003A7001000



TNN  
Description approved by Tax Maps  
Approval good for 30 days from

*Tw/3 16P 12/16/13*

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Kristen Scalise, Summit Co Fiscal Office

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**EXHIBIT E**

SA  
Resource Title National Agency  
7100 E Pleasant Valley Rd Ste 100  
Independence OH 44131

② DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made and entered into this 31<sup>st</sup> day of OCTOBER, 2013, by PULTE HOMES OF OHIO, LLC, a Michigan limited liability company ("Declarant"), for the benefit of the DEPARTMENT OF THE ARMY, U.S. ARMY CORPS OF ENGINEERS (the "Beneficiary").

RECITALS

WHEREAS, Declarant is the owner of that certain real property situated in the City of Twinsburg, County of Summit, State of Ohio, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, Declarant intends to construct certain improvements within the Property (specifically being single family homes and ancillary improvements) and, in connection therewith, Declarant wishes to protect certain wetlands located within the Property as legally described on Exhibit "B" and graphically depicted on Exhibit "C", both of which are attached hereto and incorporated herein by this reference (collectively, the "Wetlands"); and

WHEREAS, Declarant desires to describe herein its Declaration with respect to the Wetlands and its protection of such agreement to be for the benefit of the Beneficiary.

NOW, THEREFORE, in consideration of the above and of the covenants herein contained, Declarant hereby declares that the Property and all present and future owners and occupants of the Property shall be and hereby are subject to the terms, covenants, conditions and restrictions hereinafter set forth in this Declaration, so that said Property shall be maintained, kept, sold and used in full compliance with and subject to this Declaration and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

1. Definitions.

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(a) For purposes hereof, a fee simple owner of any portion of the Property shall be known as an "Owner", it being intended that this Declaration shall thereby bind and include not only the Declarant but also its successors and assigns as a fee simple owner of such portion of the Property.

(b) The covenants, conditions and restrictions contained herein pertain to the Department of the Army Permit No. 2008-00517, as published in the Federal Register, Volume 77, No. 34, on Tuesday, February 21, 2012 (the "Permit").

2. Maintenance. It is the responsibility of the Declarant and each Owner to maintain the Wetlands located on the Property to ensure it complies with the restrictions set forth herein.

3. Restrictions. Declarant agrees that the following restrictions shall apply to the Wetlands:

(a) There shall be no activities or uses detrimental to water purity within the Wetlands and no alteration or manipulation of the natural water courses, streams, gorges, marshes, wetlands, ponds or other water bodies by draining, filling, dredging, diking or otherwise except in accordance with generally accepted conservation procedures designed to enhance wetland and water course attributes and except as may be necessary to (i) prevent or halt soil erosion, soil slippage, and damage from erosion, or (ii) maintain, repair or remove existing small dams and ponds.

(c) There shall be no fillings, excavations, dredging, mining, drilling, removal of soil, clay, sand, gravel, rock, minerals or other inorganic and natural organic materials or other changes in the general topography, on the surface or subsurface of the Wetlands in any manner, except as may be required to maintain any permitted activities within the Wetlands.

(d) Except as otherwise permitted herein, no roads, buildings or other structures of any kind, camping accommodations, or mobile homes, shall be hereafter erected or placed within the Wetlands. No fences shall be hereafter erected within the Wetlands, except that any existing fences may be maintained, repaired, replaced or removed as needed, and except that fences may be installed along the Wetlands boundary or around special preserved or restricted areas for ecological and conservation purposes, provided that any fence or fence maintenance does not impede stream and water flow and further provided that such installation or maintenance shall be performed with minimal disturbance to vegetation within the Wetlands.

(e) There shall be no operation of automobiles, trucks, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any recreational motorized vehicles within the Wetlands, except for police cars, emergency vehicles, and equipment necessary to accomplish the restoration, operation and maintenance activities allowed herein.

(f) There shall be no removal or destruction of native growth, nor the cutting of trees, shrubs, or other vegetation within the Wetlands, except as approved by the Beneficiary. Nor shall there be any use of fertilizers, spraying with biocides or pesticides (to combat insects which pose a health hazard), introduction of nonnative animals, grazing of domestic animals or

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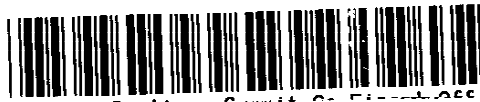
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disturbance or change in the natural habitat. Notwithstanding the foregoing, vegetation within the Wetlands may be managed as may be necessary for:

- A. any permitted uses contained herein;
  - B. the control or prevention of imminent hazard, disease or fire and to restore natural habitat areas to promote native vegetation, except for the blocking of streams;
  - C. the removal and clearing of diseased, dying, damaged, destroyed or fallen trees, shrubs, or other vegetation which can be cut and left laying in place, except for blocking streams provided however that diseased trees and vegetation which are cut may be removed from the site in order to prevent the spread of the disease;
  - D. the elimination and removal of grapevines, poison ivy, invasive species and other toxic and undesirable growth which can be cut and left laying in place, except for blocking streams;
  - E. environmental study or evaluation and/or wildlife habitat enhancement; and
  - F. the maintenance of any utilities, easements, encumbrances or facilities that exist as of the date of the recording of this Declaration.
- (g) There shall be no dumping of soil, trash, ashes, garbage, waste, or other unsightly or offensive material, nor any placement of underground storage tanks, on or in the Wetlands.
- (h) No signs or advertising of any kind or nature shall be located within the Wetlands except for:
- A. Signs marking the entrances, directions and boundaries on the Wetlands in favor of the Beneficiary. The Beneficiary shall have the right to post or clearly mark the boundaries of the Wetlands, if desired.
  - B. Declarant may erect signs within the Wetlands to warn visitors of hazards (if any), and to notify visitors of prohibited activities.
  - C. Declarant shall have the obligation to post signs within each parcel bordering the Wetlands (not more than 200 feet apart) which indicate that it is burdened by certain restrictions; provided, however, that the size, style and location of the signs will be subject to Beneficiary's advance review and approval, which review and approval will not be unreasonably withheld or delayed.

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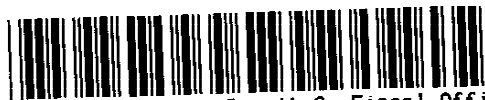
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4. Permitted Use. Declarant shall have the right to use of the Wetlands for all purposes consistent with this Declaration, including for public access for outdoor, passive and recreational purposes, provided the same shall not prevent or interfere with the full use and enjoyment of the Wetlands or is destructive of the Wetlands' conservation values.
5. Run with the Land. The restrictions set forth in this Declaration shall be perpetual and shall run with the land for the benefit of, and shall be enforceable by Declarant, any Owner and the Beneficiary.
6. Termination or Amendment. This Declaration and the covenants, conditions and restrictions set forth herein shall not be amended, released, extinguished or otherwise modified by Declarant or an Owner without the prior written consent of the Beneficiary, which consent may be withheld in its sole and absolute discretion.
7. Recording. Declarant agrees that this Declaration shall be recorded in the Recorder's Office of Summit County, Ohio, and shall therefore encumber all of the Property, including any portion conveyed to an Owner. Furthermore, this Declaration shall be incorporated into the governing documents of any homeowners' association applicable to the Property.
8. Remediation. In the event a violation of these terms, conditions, or restrictions is found to exist, Beneficiary may, after notice to the Declarant, or each Owner, institute an action to enjoin by *ex parte*, temporary, and/or permanent injunction such violation, to require the restoration of the Wetlands to its prior conditions, and/or for damages for breach of covenant. Nothing herein shall be construed to entitle Beneficiary to institute any enforcement proceedings against Declarant for any changes to the Wetlands due to causes beyond Declarant's control, such as changes caused by natural fire, floods, storm, or unauthorized wrongful acts of third persons.
9. Inspection. Beneficiary, or its duly authorized representative, may enter the Wetlands at any time on any day. Declarant agrees to allow access across its adjacent property if access from a public street to the Wetlands is for any reason unavailable.
10. Declarant's Continuing Obligation. Declarant's continuing obligations hereunder shall cease upon transfer of Declarant's entire interest in the Property, provided however, that Grantor shall remain liable to Grantee for any breach of the warranties, representation, covenants, and/or promises contained herein occurring or existing prior to the date of such transfer.
11. Miscellaneous.
- A. Ohio Law to Govern. The laws of the State of Ohio shall govern this Declaration. If any provision herein is found to be invalid, the remainder of the provisions of this Declaration shall not be affected thereby.

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B. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Any party may change from time to time their respective address for notice hereunder by like notice to the other party.

The notice addresses are as follows:

Declarant: Pulte Homes of Ohio, LLC  
387 Medina Road, Suite 1700  
Medina, Ohio 44256

Beneficiary: U.S. Army Corps. of Engineers  
1776 Niagara Street  
Buffalo, NY 14207-3199  
Attention: Chief, Monitoring & Enforcement Section

C. Rule Against Perpetuities. If any of the conditions, covenants or restrictions created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common-law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Barack Obama, President of the United States of America, and Joseph Biden, Vice President of the United States of America.

D. 60-Day Notice Requirement. At least sixty (60) days prior to any action being taken to void or modify this Declaration, any management plan or long-term protection mechanism contained herein (including transfer of title or establishment of any legal claims) with regard to the Wetlands, Declarant must provide written notice of such action to the Beneficiary at the address set forth above.

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PULTE HOMES OF OHIO, LLC, a Michigan  
limited liability company

By: St & Kti

Its: VP, LAND ACQ.

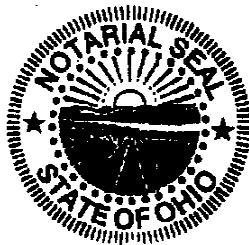
STATE OF OHIO )  
 ) SS  
MEDINA COUNTY )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the  
above named Pulte Homes of Ohio, LLC, by STAN KATANIC, its  
VP, LAND ACQ., who acknowledged that he/she executed the within instrument and that  
such execution was the free act and deed of said limited liability company and was his/her free act  
and deed both individually and in his capacity as a VP, LAND ACQ. of said limited  
liability company.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this 31 day  
of OCTOBER, 2013

Stacey Sanders  
NOTARY PUBLIC  
My Commission Expires: 10-21-14

This Instrument Prepared By:  
Matthew T. Viola, Attorney at Law  
Kohrman Jackson & Krantz PLL  
1375 East Ninth Street, 20th Floor  
Cleveland, Ohio 44114  
(216) 696-8700



Stacey Sanders  
STACEY SANDERS  
Notary Public, State of Ohio  
Cuyahoga County  
My Commission Expires Oct. 21, 2014

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Kristen Scalise, Summit Co Fiscal Office

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Escrow File No.: CLE130731A

**EXHIBIT "A"**

**PARCEL A:**

**SITUATED IN THE CITY OF TWINSBURG, COUNTY OF SUMMIT, AND STATE OF OHIO, AND KNOWN AS BEING PART OF ORIGINAL TWINSBURG TOWNSHIP LOTS 1 AND 5, TRACT 2, AND BOUNDED AND DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT IN THE CENTERLINE OF GLENWOOD DRIVE, 60 FEET WIDE, AT ITS INTERSECTION WITH THE CENTERLINE OF DARROW ROAD (S.R. 91), VARIABLE WIDTH, FROM WHICH POINT AN IRON MONUMENT FOUND BEARS SOUTH 88° 06' 27" EAST, 0.07 FEET;**

**THENCE NORTH 88° 06' 27" WEST ALONG THE CENTERLINE OF GLENWOOD DRIVE, 925.66 FEET TO A POINT, AND THE PRINCIPAL PLACE OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;**

**THENCE NORTH 88° 06' 27" WEST ALONG THE CENTERLINE OF GLENWOOD DRIVE, 1378.01 FEET TO AN IRON MONUMENT FOUND AT AN ANGLE POINT, THEREIN;**

**THENCE NORTH 87° 14' 41" WEST ALONG THE CENTERLINE OF GLENWOOD DRIVE, 767.46 FEET TO ITS INTERSECTION WITH THE EASTERLY LINE OF THE CHESTNUT TRAILS SUBDIVISION AS SHOWN BY THE PLAT RECORDED IN CABINET J, SLIDES 312 - 318 OF SUMMIT COUNTY PLAT RECORDS;**

**THENCE NORTH 1° 12' 39" EAST ALONG THE EASTERLY LINE OF THE CHESTNUT TRAILS SUBDIVISION, AND PASSING THROUGH AN IRON PIN SET IN THE NORTHERLY LINE OF GLENWOOD DRIVE, 1171.23 FEET TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF THE MEADOWOOD SUBDIVISION PHASE 8B AS SHOWN BY THE PLAT RECORDED IN CABINET H, SLIDES 262 - 264 OF SUMMIT COUNTY PLAT RECORDS, AND FROM WHICH POINT AN IRON PIN FOUND BEARS NORTH 87° 31' 41" WEST, 0.09 FEET, SOUTH 2° 28' 19" WEST, 0.36 FEET;**

**THENCE SOUTH 87° 31' 41" EAST ALONG THE SOUTHERLY LINE OF SAID MEADOWOOD SUBDIVISION PHASE 8B, AND THE SOUTHERLY LINE OF**



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MEADOWOOD SUBDIVISION PHASE 8A (CABINET H, SLIDES 260 - 261), PHASE 6 (CABINET G, SLIDES 682- 684), PHASE 7A (CABINET H, SLIDES 983 - 985), AND PHASE 7B (CABINET H, SLIDES 981 - 982), AND PASSING THROUGH AN IRON PIN SET IN THE WESTERLY LINE OF DARROW ROAD, 3058.36 FEET TO ITS INTERSECTION WITH THE CENTERLINE OF DARROW ROAD;

THENCE SOUTH 0° 33' 39" WEST ALONG THE CENTERLINE OF DARROW ROAD, 472.98 FEET TO A POINT;

THENCE NORTH 89° 26' 21" WEST, PASSING THROUGH AN IRON PIN SET IN THE WESTERLY LINE OF DARROW ROAD, 142.34 FEET TO AN IRON PIN SET;

THENCE SOUTH 0° 33' 39" WEST, 23.65 FEET TO AN IRON PIN SET;

THENCE NORTH 89° 26' 21" WEST, 64.76 FEET TO AN IRON PIN SET;

THENCE SOUTH 0° 33' 39" WEST, 38.71 FEET TO AN IRON PIN SET;

THENCE SOUTH 59° 20' 25" EAST, 86.86 FEET TO AN IRON PIN SET;

THENCE SOUTH 0° 33' 39" WEST, 86.96 FEET TO AN IRON PIN SET;

THENCE SOUTH 45° 33' 39" WEST, 153.00 FEET TO AN IRON PIN SET;

THENCE NORTH 88° 06' 27" WEST, 685.45 FEET TO AN IRON PIN SET;

THENCE SOUTH 0° 33' 39" WEST, PASSING THROUGH AN IRON PIN SET IN THE NORTHERLY LINE OF GLENWOOD DRIVE, 372.45 FEET TO THE PRINCIPAL PLACE OF BEGINNING, AND CONTAINING 72.9250 ACRES OF LAND, OF WHICH 1.8036 ACRES LIE WITHIN THE ROAD RIGHT-OF-WAYS, ALL ACCORDING TO THE SURVEY BY DONALD G. BOHNING & ASSOCIATES, INC. DATED OCTOBER, 2006.

THE COURSES USED IN THIS DESCRIPTION ARE REFERENCED TO AN ASSUMED MERIDIAN AND ARE USED TO INDICATE ANGLES ONLY.

TAX ID #6409089

**PARCEL B:**

SITUATED IN THE CITY OF TWINSBURG, COUNTY OF SUMMIT, AND STATE OF OHIO, AND KNOWN AS BEING PART OF ORIGINAL TWINSBURG TOWNSHIP LOT 5, TRACT 2, AND BOUNDED AND DESCRIBED AS FOLLOWS:



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**BEGINNING AT A POINT IN THE CENTERLINE OF GLENWOOD DRIVE, 60 FEET WIDE, AT ITS INTERSECTION WITH THE CENTERLINE OF DARROW ROAD (S. R. 91), VARIABLE WIDTH, FROM WHICH POINT AN IRON MONUMENT FOUND BEARS SOUTH 88° 06' 27" EAST, 0.07 FEET;**

**THENCE NORTH 88° 06' 27" WEST ALONG THE CENTERLINE OF GLENWOOD DRIVE, 925.66 FEET TO A POINT;**

**THENCE NORTH 0° 33' 39" EAST, PASSING THROUGH AN IRON PIN SET IN THE NORTHERLY LINE OF GLENWOOD DRIVE, 372.45 FEET TO AN IRON PIN SET;**

**THENCE SOUTH 88° 06' 27" EAST, 685.45 FEET TO AN IRON PIN SET;**

**THENCE NORTH 45° 33' 39" EAST, 153.00 FEET TO AN IRON PIN SET;**

**THENCE NORTH 0° 33' 39" EAST, 86.96 FEET TO AN IRON PIN SET;**

**THENCE NORTH 59° 20' 25" WEST, 86.86 FEET TO AN IRON PIN SET;**

**THENCE NORTH 0° 33' 39" EAST, 38.71 FEET TO AN IRON PIN SET;**

**THENCE SOUTH 89° 26' 21" EAST, 64.76 FEET TO AN IRON PIN SET;**

**THENCE NORTH 0° 33' 39" EAST, 23.65 FEET TO AN IRON PIN SET;**

**THENCE SOUTH 89° 26' 21" EAST, PASSING THROUGH AN IRON PIN SET IN THE WESTERLY LINE OF DARROW ROAD, 142.34 FEET TO A POINT IN THE CENTERLINE OF DARROW ROAD;**

**THENCE SOUTH 0° 33' 39" WEST ALONG THE CENTERLINE OF DARROW ROAD, 679.11 FEET TO THE PLACE OF BEGINNING, AND CONTAINING 9.0843 ACRES OF LAND OF WHICH 1.0843 ACRES LIE WITHIN THE ROAD RIGHT-OF-WAYS, ALL ACCORDING TO THE SURVEY BY DONALD G. BOHNING & ASSOCIATES, INC. DATED OCTOBER, 2006.**

**THE COURSES USED IN THIS DESCRIPTION ARE REFERENCED TO AN ASSUMED MERIDIAN AND ARE USED TO INDICATE ANGLES ONLY.**

**TAX ID # 6409090**



**EXHIBIT B**



**Polaris Engineering & Surveying**  
34600 Chardon Road Suite D  
Willoughby Hills, Ohio 44094  
Office: (440) 944-4433  
Fax: (440) 944-3722

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**AUGUST 22, 2013**  
**LEGAL DESCRIPTION**  
**OF A WETLANDS AREA**  
**IN THE CITY OF TWINSBURG**  
**(WETLANDS AREA 1)**

Situated in the City of Twinsburg, County of Summit, and State of Ohio, and being part of original Twinsburg Township Lots 1 and 5, further known as being a wetlands area over part of land conveyed to Corbett Farms LLC., by deed recorded as reception number 55444681 of Summit County Records (Parcel #6409089), and described as follows:

Beginning at an angle point in the centerline of Glenwood Drive (80 feet wide), said point lying North 88°06'27" West, 2303.67 feet from the intersection of the centerline of said Glenwood Drive, with the Centerline of Darrow Road (S.R. 91), and witnessed by an iron pin in a monument box found 0.23 feet north and 0.10 feet east of said place of beginning:

Thence South 88°06'27" East, along the centerline of said Glenwood Drive, 80.19 feet to a point therein;

Thence North 01°53'33" East, at a right angle to the centerline of said Glenwood Drive, 256.45 feet to the Principal Place of Beginning:

**COURSE 1** Thence North 65°16'17" West, 85.74 feet;

**COURSE 2** Thence North 50°26'52" West, 59.88 feet;

**COURSE 3** Thence North 39°33'08" East, 10.00 feet;

**COURSE 4** Thence South 50°26'52" East, 58.58 feet;

**COURSE 5** Thence South 65°16'17" East, 74.81 feet;



Kristen Scalise, Summit Co Fiscal Office

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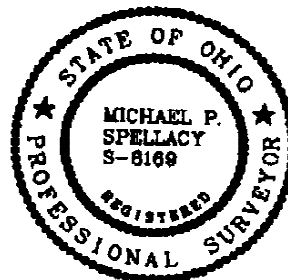
**EXHIBIT B**

**AUGUST 22, 2013  
LEGAL DESCRIPTION  
OF A WETLANDS AREA  
IN THE CITY OF TWINSBURG  
(WETLANDS AREA 1)  
PAGE 2**

- COURSE 6** Thence North 83°33'49" East, 34.04 feet;  
**COURSE 7** Thence North 84°41'41" East, 28.56 feet;  
**COURSE 8** Thence North 53°18'35" East, 34.98 feet;  
**COURSE 9** Thence North 44°23'12" East, 34.84 feet;  
**COURSE 10** Thence North 40°51'03" East, 32.74 feet;  
**COURSE 11** Thence South 81°15'41" East, 10.40 feet;  
**COURSE 12** Thence South 14°55'04" West, 37.51 feet;  
**COURSE 13** Thence South 31°00'50" West, 37.47 feet;  
**COURSE 14** Thence South 73°45'59" West, 76.34 feet;  
**COURSE 15** Thence North 88°20'45" West, 39.57 feet to the place of beginning, and containing 0.1160 acres (5,501 square feet) as calculated and described in August, 2013 by Michael P. Spellacy, P.S. 8169 of Polaris Engineering and Surveying and subject to all legal highways and easements of record.

*Michael P. Spellacy*

Michael P. Spellacy - P.S. #8169 - 08/22/2013



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**EXHIBIT B**



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**AUGUST 22, 2013**  
**LEGAL DESCRIPTION**  
**OF A WETLANDS AREA**  
**IN THE CITY OF TWINSBURG**  
**(WETLANDS AREA 2)**

Situated in the City of Twinsburg, County of Summit, and State of Ohio, and being part of original Twinsburg Township Lots 1 and 5, further known as being a wetlands area over part of land conveyed to Corbett Farms LLC., by deed recorded as reception number 55444681 of Summit County Records (Parcel #6409089), and described as follows:

Beginning at an angle point in the centerline of Glenwood Drive (60 feet wide), said point lying North 88°06'27" West, 2303.67 feet from the intersection of the centerline of said Glenwood Drive, with the Centerline of Darrow Road (S.R. 91), and witnessed by an iron pin in a monument box found 0.23 feet north and 0.10 feet east of said place of beginning;

Thence South 88°06'27" East, along the centerline of said Glenwood Drive, 352.30 feet to a point therein;

Thence North 01°53'33" East, at a right angle to the centerline of said Glenwood Drive, 277.27 feet to the Principal Place of Beginning:

**COURSE 1** Thence North 53°11'19" West, 101.70 feet;

**COURSE 2** Thence North 08°44'19" East, 8.09 feet;

**COURSE 3** Thence South 81°15'41" East, 54.22 feet;

**COURSE 4** Thence North 89°35'36" East, 153.81 feet;

**COURSE 5** Thence North 59°57'59" East, 54.33 feet;



Kristen Scalise, Summit Co Fiscal Office

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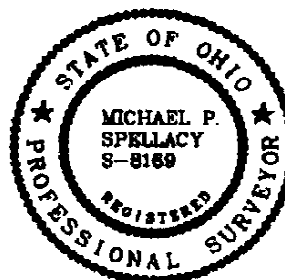
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**AUGUST 22, 2013  
LEGAL DESCRIPTION  
OF A WETLANDS AREA  
IN THE CITY OF TWINSBURG  
(WETLANDS AREA 2)  
PAGE 2**

- COURSE 6** Thence North 83°35'20" East, 82.40 feet;  
**COURSE 7** Thence South 89°18'07" East, 48.28 feet;  
**COURSE 8** Thence South 58°41'20" East, 87.56 feet;  
**COURSE 9** Thence South 47°12'52" East, 77.30 feet;  
**COURSE 10** Thence North 42°23'54" East, 8.94 feet;  
**COURSE 11** Thence South 47°36'06" East, 80.00 feet;  
**COURSE 12** Thence South 41°14'37" West, 23.78 feet;  
**COURSE 13** Thence North 50°14'02" West, 61.21 feet;  
**COURSE 14** Thence North 57°17'04" West, 130.37 feet;  
**COURSE 15** Thence North 84°26'42" West, 123.05 feet;  
**COURSE 16** Thence South 58°16'56" West, 63.75 feet;  
**COURSE 17** Thence South 81°14'33" West, 153.13 feet to the place of beginning, and containing 0.5585 acres (24,329 square feet) as calculated and described in August, 2013 by Michael P. Spellacy, P.S. 8169 of Polaris Engineering and Surveying and subject to all legal highways and easements of record.

*Michael P. Spellacy*

Michael P. Spellacy - P.S. #8169 - 08/22/2013



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**EXHIBIT B**



**Polaris Engineering & Surveying**  
34600 Chardon Road Suite D  
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**AUGUST 22, 2013  
LEGAL DESCRIPTION  
OF A WETLANDS AREA  
IN THE CITY OF TWINSBURG  
(WETLANDS AREA 3)**


Situated in the City of Twinsburg, County of Summit, and State of Ohio, and being part of original Twinsburg Township Lots 1 and 5, further known as being a wetlands area over part of land conveyed to Corbett Farms LLC., by deed recorded as reception number 55444681 of Summit County Records (Parcel #6409089), and part of land conveyed to Corbett Farms LLC., by deed recorded as reception number 55444682 of Summit County Records (Parcel #6409090), and described as follows:

Beginning at an iron pin in a monument box at the intersection of Darrow Road (S.R. 91) and the centerline of Glenwood Drive:

Thence North 88°06'27" West, along the centerline of said Glenwood Drive, 906.64 feet to a point therein;

Thence North 01°53'33" East, at a right angle to the centerline of said Glenwood Drive, 257.85 feet to the Principal Place of Beginning:

- COURSE 1** Thence North 68°31'26" West, 36.22 feet;  
**COURSE 2** Thence North 07°23'36" East, 124.25 feet;  
**COURSE 3** Thence South 79°19'00" East, 58.76 feet;  
**COURSE 4** Thence South 44°19'11" East, 89.20 feet;  
**COURSE 5** Thence South 41°49'28" West, 27.80 feet;

  
Kristen Scalise, Summit Co Fiscal Office

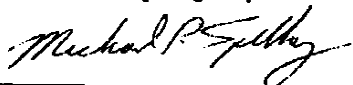
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LEGAL DESCRIPTION  
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IN THE CITY OF TWINSBURG  
(WETLANDS AREA 3)  
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**COURSE 6** Thence South 83°51'39" West, 93.50 feet to the place of beginning, and containing 0.2686 acres (11,701 square feet) as calculated and described in August, 2013 by Michael P. Spellacy, P.S. 8169 of Polaris Engineering and Surveying and subject to all legal highways and easements of record.



Michael P. Spellacy - P.S. #8169 - 08/22/2013



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**EXHIBIT B**



**Polaris Engineering & Surveying**  
34600 Chardon Road Suite D  
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**AUGUST 22, 2013**

**LEGAL DESCRIPTION  
OF A WETLANDS AREA  
IN THE CITY OF TWINSBURG  
(WETLANDS AREA 4)**

Situated in the City of Twinsburg, County of Summit, and State of Ohio, and being part of original Twinsburg Township Lots 1 and 5, further known as being a wetlands area over part of land conveyed to Corbett Farms LLC, by deed recorded as reception number 55444681 of Summit County Records (Parcel #6409089), and described as follows:

Beginning in the centerline of Corbetts Lane (60 feet wide) as its intersection with the southerly line of Meadowood Subdivision Phase 7-A as shown by plat recorded in Cabinet "H", Sildes 983-985, of Summit County Plat Records:

Thence South 87°31'41" East, along the southerly line of said Meadowood Subdivision Phase 7-A, 95.71 feet to the Principal Place of Beginning:

- COURSE 1** Thence South 87°31'41" East, continuing along the southerly line of said Meadowood Subdivision Phase 7-A 35.00 feet;
- COURSE 2** Thence South 39°58'49" East, 30.11 feet;
- COURSE 3** Thence South 27°12'34" East, 33.87 feet;
- COURSE 4** Thence South 24°53'16" East, 32.88 feet;
- COURSE 5** Thence South 42°11'58" East, 34.38 feet;



Kristen Scalise, Summit Co Fiscal Office

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**EXHIBIT B**

**AUGUST 22, 2013  
LEGAL DESCRIPTION  
OF A WETLANDS AREA  
IN THE CITY OF TWINSBURG  
(WETLANDS AREA 4)  
PAGE 2**

- COURSE 6** Thence South 63°18'21" East, 33.92 feet;  
**COURSE 7** Thence South 24°53'16" East, 37.23 feet;  
**COURSE 8** Thence South 31°33'16" East, 38.12 feet;  
**COURSE 9** Thence South 42°05'28" West, 68.27 feet;  
**COURSE 10** Thence North 67°26'07" West, 47.93 feet;  
**COURSE 11** Thence North 42°43'11" West, 69.20 feet;  
**COURSE 12** Thence North 21°45'05" West, 33.89 feet;  
**COURSE 13** Thence North 15°40'37" West, 34.19 feet;  
**COURSE 14** Thence North 06°27'10" West, 35.07 feet;  
**COURSE 15** Thence North 22°07'43" West, 37.76 feet;  
**COURSE 16** Thence North 06°43'11" East, 35.23 feet;  
**COURSE 17** Thence North 02°28'19" East, 3.71 feet to the place of beginning, and containing 0.4673 acres (20,354 square feet) as calculated and described in August, 2013 by Michael P. Spellacy, P.S. 8169 of Polaris Engineering and Surveying and subject to all legal highways and easements of record.

*Michael P. Spellacy*

Michael P. Spellacy - P.S. #8169 - 08/22/2013



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**EXHIBIT B**



**Polaris Engineering & Surveying**  
34600 Chardon Road Suite D  
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**AUGUST 22, 2013  
LEGAL DESCRIPTION  
OF A WETLANDS AREA  
IN THE CITY OF TWINSBURG  
(WETLANDS AREA 5)**

Situated in the City of Twinsburg, County of Summit, and State of Ohio, and being part of original Twinsburg Township Lots 1 and 5, further known as being a wetlands area over part of land conveyed to Corbett Farms LLC., by deed recorded as reception number 55444681 of Summit County Records (Parcel #6409089), and described as follows:

Beginning in the centerline of Corbetts Lane (60 feet wide) as its intersection with the southerly line of Meadowood Subdivision Phase 7-A as shown by plat recorded in Cabinet "H", Slides 983-985, of Summit County Plat Records:

Thence South 87°31'41" East, along the southerly line of said Meadowood Subdivision Phase 7-A, and the southerly line of Meadowood Subdivision Phase 7-B as shown by plat recorded in Cabinet "H", Slides 981-982, of Summit County Plat Records, 851.91 feet to the Principal Place of Beginning:

- COURSE 1** Thence South 87°31'41" East, continuing along the southerly line of said Meadowood Subdivision Phase 7-B 66.69 feet;
- COURSE 2** Thence South 60°15'01" East, 30.62 feet;
- COURSE 3** Thence South 33°18'53" East, 43.40 feet;



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Kristen Scalise, Summit Co Fiscal Office

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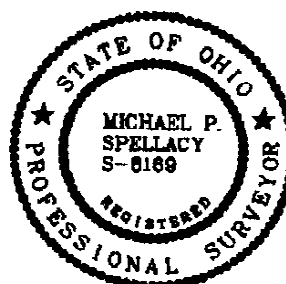
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**AUGUST 22, 2013  
LEGAL DESCRIPTION  
OF A WETLANDS AREA  
IN THE CITY OF TWINSBURG  
(WETLANDS AREA 5)  
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- COURSE 4** Thence South  $14^{\circ}00'59''$  West, 41.52 feet;  
**COURSE 5** Thence South  $81^{\circ}17'53''$  West, 54.71 feet;  
**COURSE 6** Thence South  $88^{\circ}48'41''$  West, 64.29 feet;  
**COURSE 7** Thence North  $02^{\circ}28'19''$  East, 122.34 feet to the place of beginning, and containing 0.2795 acres (12,174 square feet) as calculated and described in August, 2013 by Michael P. Spellacy, P.S. 8169 of Polaris Engineering and Surveying and subject to all legal highways and easements of record.

*Michael P. Spellacy*

Michael P. Spellacy - P.S. #8169 - 08/22/2013



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EXHIBIT C

SEE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED  
AS DOCUMENT NO. 56015915 OF THE SUMMIT COUNTY RECORDS

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Kristen Scalise, Summit Co Fiscal Office

## EXHIBITS

FOR A COPY OF EXHIBITS, PLEASE REQUEST FROM THE CORBETT'S FARM  
HOMEOWNERS' ASSOCIATION, INC. OR THE CITY OF TWINSBURG

{K0373641.1}



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