SECOND AMENDED AND RESTATED
MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS OF
THE VILLAGE, A PLANNED RESIDENTIAL COMMUNITY
BEACHWOOD, OHIO

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RECITALS

A. On or about February 26, 1993, James A. Ratner, Trustee ("Declarant"), filed the Amended and Restated Master Declaration of Covenants, Conditions, Easements, and Restrictions of The Village, a Planned Residential Community ("Declaration"), at Cuyahoga County Fiscal Office Volume 93-01693, Page 32 et seq.

B. The Declaration subjected the real estate described in Exhibit "B" of the Declaration, ("Property") to the easements, covenants, and restrictions contained in the Declaration.

C. The Village Community Association ("Association") is a corporation consisting of all Owners in The Village and as such is the representative of all Owners.

D. Declaration Article XVIII, Section 18.7, as amended by the Amendment filed with the Cuyahoga County Recorder on August 13, 2002, at Instrument No. 200208130480, authorizes amendments to the Declaration.

E. Board members representing at least two-thirds of the Board that were present a duly called Board meeting have signed a Corporate Resolution to approve the Second Amended and Restated Master Declaration of Covenants, Conditions, Easements, and Restrictions of The Village, a Planned Residential Community (the "Second Amended and Restated Declaration") setting forth the matters to be modified, the purpose and effect of the Second Amended and Restated Declaration being to amend the Declaration, and all previously made and recorded amendments to the Declaration, in its entirety. A copy of signed the Corporate Resolution is attached to this document as Exhibit 1.
F. The proceedings necessary to amend the Declaration as required by Chapter 5312 of the Ohio Revised Code and the Declaration have been complied with.

AMENDMENT

The Amended and Restated Master Declaration of Covenants, Conditions, Easements, and Restrictions of The Village, a Planned Residential Community, Beachwood, Ohio, is amended by the following:

A) DELETE the DECLARATION Pages 1 through 61 together with all Exhibits (except to the extent Exhibits are made part of the Second Amended and Restated Declaration, including with respect to the legal descriptions for the Property and other property and easements as referenced in the Second Amended and Restated Declaration) to the Declaration, as recorded at Cuyahoga County Fiscal Office Volume 93-01693, Page 32 et seq., as well as any subsequent amendments to the Declaration.


C) Any conflict between the provisions of the Second Amended and Restated Master Declaration of Covenants, Conditions, Easements, and Restrictions of The Village, a Planned Residential Community, Beachwood, Ohio, as contained in the attached document and the Declaration previously recorded in Cuyahoga County Records Volume 93-01693, Page 32 et seq., is to be interpreted in favor of the provisions of the Second Amended and Restated Declaration. The invalidity of any part of any provision in the Second Amended and Restated Declaration does not impair or affect in any manner the validity or enforceability of the remainder of the Second Amended and Restated Declaration. Upon the recording of this amendment, only Owners of record at the time of the filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds. Any legal challenge must be brought in the Cuyahoga County Court of Common Pleas within one year of the recording of the amendment.
The Village Community Association has caused the execution of this instrument this 21st day of April, 2020

THE VILLAGE COMMUNITY ASSOCIATION

By: [Signature]

STEPHEN BOSSIN, President

By: [Signature]

SALLY ZARNEY, Secretary
STATE OF OHIO  
COUNTY OF CUYAHOGA

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named The Village Community Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 4 of 5, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

I have hereunto set my hand and official seal this 21ST day of APRIL, 2020

[Signature]
NOTARY PUBLIC

Place notary stamp/seal here:

This instrument prepared by:
KAMAN & CUSIMANO, LLC, Attorneys at Law
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
ohiocondolaw.com
CORPORATE RESOLUTIONS
OF
THE VILLAGE COMMUNITY ASSOCIATION

THE UNDERSIGNED, constituting at least 70 percent of all of the duly elected members of the Board of Directors ("Board") of The Village Community Association ("Association"), do hereby adopt the following resolutions as the actions of the Board:

RESOLVED, that the Amended and Restated Master Declaration of Covenants, Conditions, Easements and Restrictions of The Village, A Planned Residential Community, Beachwood, Ohio, as filed with the Cuyahoga County Fiscal Office at Volume 93-01693, Page 32 et seq. ("Declaration") is hereby replaced in its entirety with the Second Amended and Restated Master Declaration of Covenants, Conditions, Easements and Restrictions of The Village, A Planned Residential Community, Beachwood, Ohio, which is attached to and made part of this Resolution:

FURTHER RESOLVED, that the Board President and Secretary are hereby authorized to sign such documents as are needed to file the Second Amended and Restated Declaration with the Cuyahoga County Fiscal Office.

IT IS HEREBY CERTIFIED that the foregoing Resolutions have been duly adopted by the Board of Borrower in accordance with the Declaration and the Association’s Bylaws, and the laws of the State of Ohio.

IN WITNESS WHEREOF, we, the Board, who have signed below and collectively constitute at least 70 percent of the Board of Directors, have affixed our names to these Corporate Resolutions on this 21st day of April, 2020

The Village Community Association
an Ohio not-for-profit corporation

By: ________________________ By: ________________________
   Stephen Bossin, President                Nicole Gallagher, At Large

By: ________________________ By: ________________________
   Harvey Shankman, Treasurer              J’aime Huret, At Large

By: ________________________ By: ________________________
   Donna Snodgrass, Vice President          Christine Maguire, At Large

By: ________________________ By: ________________________
   Sally Zarems, Secretary                 Harlan Miller, At Large

By: ________________________ By: ________________________
   Sheldon Adelman, At Large               Moses Sefanovitz, At Large
The Village Community Association  
Master Declaration of Covenants, Conditions, Easements, and Restrictions

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ARTICLE I

PREAMBLE: PROPERTY SUBJECT TO THIS DECLARATION

Section 1.1 Preamble. The Preamble is incorporated in and made a part of
this Declaration. Unless defined in this Preamble, capitalized terms used in this
Preamble are defined in Article II, Section 2.2 of this Declaration.

(a) James A. Ratner, Trustee was the “Declarant” for The Village.
Declarant, as the owner of the real Property in the City of Beachwood, Ohio,
drawn on Exhibit A and legally described in Exhibit B and adjacent land,
originally executed the Master Declaration of Covenants, Conditions,
Easements and Restrictions of the Village, a Planned Residential Community,
dated as of January 30, 1984, which was recorded in Volume 84-0435, Page 59
of Cuyahoga County Records, together with a supplementary Declaration to
Master Declaration of Covenants, Conditions, Easements and Restrictions of
the Village, a Planned Residential Community, dated as of June 21, 1984,
which was recorded in Volume 84-5027, Page 14, of Cuyahoga County Records,
a Second Supplementary Declaration to Master Declaration of Covenants,
Conditions, Easements and Restrictions of The Village, a Planned Residential
Community, Beachwood, Ohio, dated as of April 27, 1987, which was recorded
in Volume 87-3516, Page 36 of Cuyahoga County Records, and Master
Declaration Modification (“Master Declaration Modification”) dated as of
January 27, 1988, which was recorded in Volume 88-0398, Page 41 of
Cuyahoga County Records, and a Master Declaration Modification No. 2 dated
as of July 10, 1989, which was recorded in Volume 89-3986, Page 18 of
Cuyahoga County Records (collectively referred to as the “Original
Declaration”).
(b) On February 17, 1993, Declarant executed an Amended and Restated Master Declaration of Covenants, Conditions, Easements, and Restrictions of The Village, A Planned Residential Community, Beachwood, Ohio, which was recorded in Volume 93-01693, Page 32 of Cuyahoga County Records ("First Amended Declaration"). The First Amended Declaration restated the Original Declaration in its entirety incorporating into one document all amendments, supplements, and modifications made to the Original Declaration and to further amend the Original Declaration.

(c) The City approved Declarant's plan for the development of the Property and adjacent land as a residential community with diversified types of housing, and for that purpose the City adopted zoning ordinances in accordance with appropriate sections of the City Planning & Zoning Code dividing the Property and adjacent land into four (4) use districts consisting of a Single-Family House District (Class U-1 District), Attached Single-Family House District(s) (Class U-2A District), an Apartment House District (Class U-3 District) and High-Rise Apartment Districts (Class U-3A District).

(d) The residential community developed is now known as "The Village."

(e) Declarant desired to provide for the orderly development of the Property, the establishment and maintenance of architectural controls and standards, the preservation of open space, the use and maintenance of the Central Facilities, and the protection of values within the Property so that residents in The Village may enjoy a fine environment for their families. For that purpose, Declarant prepared the First Amended Declaration to define the manner in which the Property would be governed and administered.

(f) Declarant intended that The Village be a cohesive residential community. The Village presently consists of approximately 50 free-standing detached homes, 248 attached single-family residences, 33 condominium units, and 494 apartment units in Apartment Buildings having four stories or less. In addition, the Property was developed to include Central Facilities, which include a clubhouse, a central swimming pool, tennis courts, two lakes, private streets, walkways, and all-purpose trails for the use in common of all residents in the Property, together with the land beneath the Central Facilities and additional areas of land that are intended to remain as open areas and buffer zones, all of which comprise the Common Elements.
(g) Since the Common Elements include most of the land area of the Property, owners of certain Units within The Village have constructed on the Common Elements adjacent to their Unit’s decks and patios, gas grills, gardening areas, and other similar installations. These Limited Use Facilities are used, appointed, maintained, and repaired exclusively by the Persons for whose benefit the Limited Use Facilities are installed. The term “Limited Use Facilities” does not include any of the foregoing facilities located in Easthaven in the Village.

(h) Declarant created The Village Community Association as the central authority to regulate, administer, and govern the Property for the fulfillment of the foregoing purposes with the power to levy and collect Assessments from Owners within the Property to pay the costs and expenses of operating, maintaining, repairing, and replacing the Central Facilities, the Common Elements, and the exterior aspects of structures within The Village, which are designed for private use.

(i) To feasibly develop and maintain marketability and mortgageability of the Apartment Buildings, a Lot of an Apartment Building includes, in addition to the footprint, adjacent land containing Surface Parking Areas that is used exclusively by the Owners and Occupants of the Apartment Building and their guests and Underground Parking Facilities beneath the surface of the land adjacent to the footprint where underground parking facilities is constructed. Although the Surface Parking Areas are not Common Elements, as they are available for use by all Owners and Occupants of the Apartment Building and their guests, their existence help prevent the existing Common Elements parking facilities from being overburdened, and they help alleviate the necessity of the Association providing additional Common Elements parking facilities for Owners and Occupants of Apartment Buildings and their guests.

(j) Under the Declaration, the Association has the duty to operate, maintain (including maintaining and replacing landscaping), repair, and replace (collectively referred to as “Repair” in this Preamble) the Common Elements within The Village (which was originally contemplated to include all open surface parking areas within The Village) and to repair certain portions of the Exterior Walls and Roofs of the Single-Family Residences and Apartment Buildings while the Repair obligations of Owners were limited to other portions of the Single-Family Residences and the Apartment Buildings.
(k) Declarant believed, and Owners of Apartment Buildings (sometimes referred to as "Apartment Owners") agree, that it was and remains beneficial to all Owners and Occupants of The Village to permit the Apartment Buildings to undertake (and to relieve the Association from undertaking) the Association's obligations to Repair the Exterior Walls and Roofs of the Apartment Buildings, the Surface Parking Areas, and those Common Elements in close proximity and operating in conjunction with the Apartment Building adjacent thereto (the "Apartment Common Elements") and other obligations of the Association as hereinafter provided.

(l) The Common Costs attributable to Repairing the Exterior Walls and Roofs of the Apartment Buildings, the Surface Parking Areas, and the Apartment Common Elements, and to the other obligations of the Association, which is undertaken by the Apartment Owners as set forth in this Declaration, represent a portion of the aggregate Assessments that would otherwise be charged to Apartment Owners in accordance with Article IX of this Declaration.

(m) In accordance with the Declarant's decision, Apartment Owners were and remain responsible to undertake the Repair and other obligations with respect to Apartment Buildings and, therefore, the Assessments charged to the Apartment Owners are reduced to the amounts set forth in Exhibit F.

(n) The Owners of Easthaven at the Village also constructed and continue to operate, solely for the benefit of occupants of Easthaven at the Village, recreational facilities, including tennis court(s), swimming pool, and a clubhouse. Declarant believes, and the Owner of Easthaven at the Village agrees, it was and remains appropriate to permit the Owners of Easthaven at the Village to not only undertake the Repair of its Apartment Buildings but to operate and maintain its own recreational facilities and to provide that Occupants of Easthaven at the Village are not to be permitted to use certain recreational and other facilities available to other Owners and Occupants of The Village, all as more specifically set forth hereafter.

(o) Subsequent to the filing of the First Amended Declaration, the Association's Board of Directors caused the First Amended Declaration to be amended in accordance with Article XVIII, Section 18.7(b) of the First Amended Declaration, which amendment was recorded on March 5, 2012, in Instrument No. 201203050208 of the Cuyahoga County Records ("2012
Amendment)

(p) The Association’s Board of Directors have now decided and agreed upon further modifications to the First Amended Declaration, which modifications are set forth in this Second Amended and Restated Master Declaration of Covenants, Conditions, Easements, and Restrictions of The Village, A Planned Residential Community, which also incorporates the 2012 Amendment.

Section 1.2 Property. The Property that is owned, held, transferred, sold, conveyed, used, and occupied subject to this Declaration is the real property described in Exhibit B.

ARTICLE II

EXHIBITS AND DEFINITIONS

Section 2.1 Exhibits. The following Exhibits are attached to and made a part of this Declaration:

EXHIBIT A · A copy of the Park Development, Beachwood, Ohio Zoning Classification Map dated May 17, 1979 which may be enlarged, contracted, or changed as herein provided.

EXHIBIT B · Legal description of The Village Community.

EXHIBIT C · The Articles of Incorporation of The Village Community Association filed with the Secretary of State of the State of Ohio, as amended.

EXHIBIT D · The Bylaws of the Village Community Association, as amended.

EXHIBIT E · 1 Legal description of “Easthaven at the Village” property.

EXHIBIT E · 2 Legal description of “Atrium I” property.

EXHIBIT E · 3 Legal description of “Atrium II” property.
Section 2.2. Definitions. The following definitions are applicable to this Declaration:

(a) "APARTMENT BUILDINGS" means, individually and collectively, the "Easthaven at the Village Apartments," consisting of 360 apartment Units, the legal description for which is set forth in Exhibit E-1, the "Atrium I Apartments," consisting of 46 apartment Units, the legal description for which is set forth in Exhibit E-2, and "Atrium II Apartments," consisting of 88 apartment Units, the legal description for which is set forth in Exhibit E-3.

(b) "ARCHITECTURAL REVIEW COMMITTEE", is a permanent standing committee of the Board of Directors. The Architectural Review Committee has the authority, responsibilities, and power as may be set forth by the Board. Examples of items intended to be referred to the Architectural Review Committee may include the following: to review and to recommend approval or disapproval to the Board of all plans and specifications for proposed construction, alteration, replacement, certain repairs and maintenance, and for any change of use of any improvements, including landscaping. The Board will appoint the chairperson and members of the Architectural Review Committee, who will serve at the pleasure of the Board.

(c) "ASSESSMENTS," the share of Common Costs referred to in Article IX, Section 9.1 and Special Assessments together with "Other Charges," which from time to time are levied by the Board as permitted by other Sections of this Declaration and are required to be paid by an Owner. "Other Charges" include (i) interest upon each Assessment and other charges as determined from time to time by the Board but in no event greater than the highest legal rate that may be charged to an individual without being usurious from the date the Assessments or other charges first become due to the date it is paid in full, (ii) a late payment charge if any Assessment is not paid within 10 days of the date due, as the Board may establish from time to time, and (iii) the reasonable costs of collection of any unpaid Assessments and other charges (including court costs and reasonable costs of collection of any unpaid Assessments,
including attorneys' fees).

(d) "ASSOCIATION," The Village Community Association, a non-profit Ohio Corporation, its successors and assigns, created to govern, operate, control, and administer The Village including the Central Facilities, the Limited Use Facilities, and Common Elements, and to supervise and enforce the Covenants and Restrictions.

(e) "BOARD," the Board of Directors of the Association.

(f) "CENTRAL FACILITIES," a clubhouse, a swimming pool, tennis courts, lakes, parking area, private streets, walkways, all-purpose trails, and such other recreational aspects as may from time to time be provided by and are owned by the Association, excluding any of the foregoing located in Easthaven at the Village, Atrium I, or Atrium II.

(g) "CITY," the City of Beachwood, Ohio, a municipal corporation organized and existing under the laws of the State of Ohio.

(h) "COMMON ELEMENTS," those areas of land, excluding areas of land in Easthaven at the Village, Atrium I, and Atrium II, intended to remain as open areas, the Central Facilities and the land on which the Central Facilities and the Limited Use Facilities are located, and buffer zones for the common use, benefit, and enjoyment (except as otherwise restricted herein) of all Occupants of the Property.

(i) "CONDOMINIUM PROPERTY" means the Verandas at the Village Condominium, consisting of 33 condominium Units, which is subject to a Declaration of Condominium Ownership filed at Volume 86-2251, Page 65 of Cuyahoga County Records, as well as Chapter 5311 of the Ohio Revised Code. The "Condominium Building" is the building located on the Condominium Property.

(j) "CONDOMINIUM ASSOCIATION" means the Verandas at the Village Condominium Owners Association.

(k) "DECLARANT," the Declarant named above.

(l) "DECLARATION," this Second Amended and Restated Master
Declaration of Covenants, Conditions, Easements and Restrictions.

(m) "EXTERIOR WALLS," means the outside covering of the walls forming the perimeter of any Unit or building, excluding an Apartment Building, on the Property, including the exterior faces of the exterior walls, but excluding the sheathing (if any) to which the exterior siding may be mounted and any structural portion of the wall. Notwithstanding anything in this Declaration to the contrary, a foundation or other part of an exterior wall located below the finished floor is not a part of an Exterior Wall for any purpose of this Declaration.

(n) "FINANCE COMMITTEE" is a permanent standing committee of the Board of Directors. The Committee has the authority, responsibilities, and power as may be set forth by the Board. Examples of items intended to be referred the Board to the Committee may include: reviewing and advising the Board on future anticipated operating and capital expenses, including the potential source(s) of funding for future expenses, and the investing of Association reserve or other funds. The Board will appoint the chairperson and members of the Committee, with preference given to Members who have some accounting, business, or financial background in the private or public sector, and who will serve at the pleasure of the Board.

(o) "FLOOR AREA," the square footage of Units is measured to the exterior faces of all perimeter walls and to the center of any party walls, including garage or other additions to a Unit, but excluding originally constructed two-car garages, basement areas that are a full level below the grade, and any exterior porches, decks, patios, balconies, and similar exterior improvements, as shown on the plans and specifications submitted to the Architectural Review Committee in connection with the construction of the Unit and as certified thereon by an Architect. The Floor Area for Units in Buildings containing more than one Unit will exclude all areas not part of the Unit, including common hallways, lobbies, stairways, elevators, laundry rooms, and garages containing parking space for more than one Unit.

(p) "LIMITED USE FACILITY," a deck, patio, gas grill, and its related installations, gardening areas, and other amenities, and features appurtenant to and intended for the use of one or a limited number of designated Units and constructed on a Common Element, excluding any or the foregoing located on any Lot for an Apartment Building.
(q) "LOT," consists of the land under the footprint of a single family Unit or the land under the footprint of a building containing more than one single family Unit. In addition, in Apartment or Condominium Buildings, if the Association determines that there will be a material impact on the feasibility of developing an Apartment or Condominium Building, the Association may include in the definition of a Lot (a) the land to be used for surface parking for the Apartment or Condominium Building, together with the driveways, curbing, paved areas, landscaped areas and other improvements appurtenant thereto (collectively, the “Surface Parking Areas”), (b) the areas used for underground parking facilities not under the footprint of the building, which may include the surface of such areas, and the driveways, curbing, paved areas, landscaped areas, and other improvements appurtenant thereto (collectively, the “Underground Parking Facilities”), and (c) land not more than 20 feet from the footprint, which, if not part of the Underground Parking Facilities, is a part of the Apartment or Condominium Building for all purposes of this Declaration and the surface of the land over the Underground Parking Facility will either be part of the Lot or the Apartment or Condominium Common Elements. No part of a Lot is included within the “Common Elements.”

(r) “MEMBER,” each Owner is a member of the Association. The Association has such other Members, if any, as are designated in the Articles or the Bylaws.

(s) “OCCUPANT,” any person who lives temporarily or permanently in a Residence.

(t) “OWNER,” any person who holds part or all of the record title to a Unit or an Apartment Building or to a leasehold estate in a Unit or Apartment Building having an initial term of 50 years or more. The word “Owner” does not include (i) any person holding, whether or not of record, a nonpossessory future interest in a Unit, including the vendee on a land contract for the purchase of a Unit, or a leasehold estate in a Unit having an initial term of less than 50 years; or (ii) any Person having an interest merely as security for the payment of or performance of an obligation unless and until said Person has acquired title through foreclosure or any act or proceeding in lieu of foreclosure.

(i) For the Condominium Property, and any other
condominium property that may be created within the Village, the term "Owner" means and includes both the Owners of condominium Units in the condominium building and the Condominium Association, and their liability is joint and several.

(ii) An Owner of an Apartment Building is sometimes referred to as an "Apartment Owner."

(iii) A "Home Owner" or "Home Unit Owner," is the Owner of a Home Unit as defined Declaration Article II, Section 2.2(bb).

(u) "OWNERSHIP INTEREST," the fee simple interest of any Owner of a Lot, Unit, or any other land or real property within the Property, or the leasehold estate of an Owner having an initial term of 50 years or more therein.

(v) "PERSON," a natural person, corporation, partnership, limited partnership, trust, and any other legal entity to which the law attributes the capacity of holding title to real property.

(w) "PROPERTY," the land described in Exhibit B constituting The Village Community in its entirety.

(x) "RESIDENCE," (a) a constructed Unit of a building containing only one Unit, and (b) any building containing more than one Unit, including the Units of such multiple-Unit building and all interior Common Elements, such as hallways, stairs, elevators, laundry facilities, lobbies, and recreation areas. A Residence includes any Underground Parking Facilities.

(y) "ROOF," the top covering of any Condominium Building or Home Unit on the Property, excluding the sheathing to which the exterior roofing material is attached and any structural portion of the Roof. Notwithstanding anything in this Declaration to the contrary, a skylight is not a part of a Roof for any purpose of this Declaration.

(z) "RULES," the rules and regulations to govern the operation and use of the Common Elements, the Central Facilities, the Limited Use Facilities, any property owned by the Association, and the Units as may be adopted from time to time by the Board or the Architectural Review Committee to implement and carry out the provisions and intent of this Declaration.
(aa) "TENANT," a Person living in and having a possessory leasehold estate in a Unit, other than an Owner.

(bb) "UNIT," a building or a part of a building providing separate and complete living, cooking, sleeping, bathing, and toilet facilities for one family. There are three different types of Units consisting of: (1) "Apartment Unit," which is a Unit located in an Apartment Building; (2) "Condominium Unit," which is a Unit located in a Condominium Building; or, (3) "Home Unit," which is not a Condominium Unit and is either a free-standing detached home, or a home that is attached to one or more other homes. As of the date of this Declaration, there are 494 Apartment Units, 33 Condominium Units, 50 free-standing detached Home Units, and 248 Home Units that are attached to another Home Unit.

(cc) "VILLAGE," The Village Community. The terms "Property" and "The Village" refer to and mean the same real property area.

ARTICLE III

COVENANTS, CONDITIONS, AND RESTRICTIONS

Section 3.1 Purpose of Property; Application and Scope of Covenants, Conditions, and Restrictions. The purpose of the Property, Units, Lots, and facilities is to create and maintain a residential community and those uses that are both customarily accessory and incidental to residential living. Each Unit must be used as a residential Unit and for no other purpose except as permitted by this Article III or elsewhere in this Declaration. The covenants, conditions, and restrictions in this Article III apply to all Units unless otherwise stated. In addition, nothing in this Article III or elsewhere in this Declaration prohibits or limits the Owner of any Apartment Building or the Condominium Association from adopting and enforcing restrictions, regulations, or prohibitions that are more restrictive than the provisions contained in this Article III for their respective Apartment Building or Condominium Association property.

Section 3.2 Leasing of Home Units. The Home Units are and are intended to remain an owner-occupied community within The Village. Accordingly, the leasing, letting, or rental of a Home Unit, whether for monetary compensation or not, for business, speculative, investment, or any other purpose is prohibited; except only and
subject to the following:

(a) The above prohibition on leasing does not apply to:

(i) Apartment Building Owners;

(ii) Condominium Unit Owners;

(iii) Units that are occupied by the parent(s) or child(ren) of the Home Unit Owner(s); and,

(iv) any Home Unit Owner(s) who was leasing or renting their Home Unit as of March 5, 2012, and who had registered their Home Unit as being leased with the Association on or before June 5, 2012 ("Grandfathered Unit"): said Owner(s) will continue to enjoy the privilege of leasing that Grandfathered Unit until the title to said Grandfathered Unit is transferred to a subsequent Owner(s).

(b) Whenever any Home Unit is owned by a corporation, partnership, trustee, or other entity, the Owner of the Home Unit, through its officers or agents, i.e. president or chief executive officer, partner, or trustee, must designate in writing one particular person or family that is entitled to use the Home Unit. The designated person or family must be an employee of or have an ownership or legal interest, e.g. by being a named beneficiary of the trust, in the entity owning the Home Unit. Only the designated person or family, its care-givers, co-habitants, and guests may use the Home Unit. If the Owner wishes to designate another person or family as the person or family entitled to use the Home Unit, the Board must approve the occupancy of the Home Unit by the new person or family.

(c) To meet a special situation and to avoid practical difficulty or other undue hardship, each Owner(s) has the right to lease their Home Unit to a specified lessee for a one-time period of no more than 24 consecutive months, subject to the restrictions and requirements as identified in subsections (d) and (e) below. To exercise this right, Owner:

(i) must provide the Board with prior, written notice at least 10 business days prior to the commencement of the lease:
(ii) must have been the title owner of the Home Unit for at least one year prior to leasing the Home Unit, unless the Owner became the title owner of the Home Unit directly through inheritance of the Home Unit upon the demise of the former Owner of the Home Unit; an intent of this limitation being to prevent any person from buying or otherwise acquiring a Home Unit for the purpose of leasing the Home Unit (e.g. as an investor-owner); and,

(iii) cannot be more than 30 days delinquent in any Assessment or other payment due to the Association. If the Owner is more than 30 days delinquent, the Owner may request and receive a one-time hardship exception only with the Board’s prior written consent.

(d) The leasing of any Home Unit in accordance with subsections (a) or (c) above is subject to the following conditions and restrictions:

(i) No Home Unit can be rented or leased by the Owner for transient purposes, which is defined to mean a rental for any period less than 90 full, consecutive calendar days, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Home Unit, in whole or in part, is also prohibited.

(ii) The Association has at all times a limited power-of-attorney from and on behalf of any Owner who is more than 30 days delinquent in the payment of any Assessment or charges due the Association to collect the lease/rent payments directly from the delinquent Owner’s tenant/renter until the delinquency is paid in full.

(iii) All leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and Rules. When a Owner leases their Home Unit, the Owner(s) relinquishes all amenity privileges, but continue(s) to be responsible for all obligations of ownership of their Home Unit and the Owner is jointly and severally liable with the lessee to the Association for the conduct of the lessee and any damage to property. The Owner(s) must deliver a copy of any lease to the Board prior to the beginning of the lease term.

(e) Any land contract for the sale of a Home Unit must require an
initial payment of at least five percent of the purchase price and require payment in full of the balance of the purchase price within 15 years of the execution of the land contract. Any land contract must be recorded with the Cuyahoga County Fiscal Office and a recorded copy of the land contract must be delivered to the Board within 30 days of such recording. The buyer of a Home Unit under a land contract meeting the requirements of this subparagraph (e) is the Occupant of the Home Unit, but is not considered the Owner for Association voting purposes until the buyer has fulfilled the terms of the land contract in full. Any land contract not meeting the requirements of this subparagraph (e) is an impermissible lease.

(f) The Board may adopt and enforce Rules and definitions in furtherance, but not in contradiction, of the above provisions, including rules to address and eliminate attempts to circumvent the meaning or intent of this Article III, Section 3.2 and in furtherance of the preservation of the Home Units within The Village as owner-occupied Units and against the leasing of Home Units for investment or other purposes. The Board further has full power and authority to deny the occupancy of any Home Unit by any person or family if the Board, in its sole discretion, determines that the Owner of the Home Unit is intending or seeking to circumvent the meaning, purpose, or intent of this Article III, Section 3.2. The above prohibition on leasing does not apply to Home Units that are occupied by the parent(s) or child(ren) of the Owner(s).

Section 3.3 Occupancy Restriction. A person who is classified as a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification of either, and for whom the County Sheriff or other government entity must provide community notification of the sex offender’s residence, is prohibited from residing in or occupying a Residence or remaining in or on the Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law in accordance with the Ohio Sex Offenders Act, as may be amended or renamed from time to time, or similar statute from another jurisdiction. The Association is not, however, liable to any Owner or Occupant, or anyone visiting any Owner or the Association, as a result of the Association’s alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

Section 3.4 Animals. Except as expressly provided for below, animals, including dogs, cats, rabbits, livestock, reptiles, fowl, poultry, snakes or other reptiles,
exotic breeds, potbellied pigs, miniature horses, wild hybrids, or any other animals of any kind, are prohibited from being raised, bred, or kept in any Unit or in the Common Elements.

(a) An Occupant may have and keep dogs (excluding, however, any vicious dog, as is further described below) and cats in the Unit. Feral cats are prohibited from anywhere on the Property.

(b) An Occupant may further have birds that are kept in a bird cage in the Unit and fish or other aquatic life in a fish tank, in the Unit subject to the Rules.

(c) An Occupant may have an assistance animal meeting the requirements of State and Federal law, which is in addition to the pet(s) provided for in Declaration Article III, Section 3.4(a) and (b) above, only for such time as the person requiring the service animal meets the accommodation requirements of State and Federal laws and occupies the Unit.

(d) Any dog, cat, bird, fish or other aquatic life, or service animal permitted by this Declaration Article III, Section 3.4 is referred to as a “Permitted Pet.” All Permitted Pets are subject to the Rules, which may require registration of all Permitted dogs and cats as well as a fee for keeping any such Permitted dog or cat in the Unit.

(e) All Permitted Pets must be licensed with and as required by the City of Beachwood and the State of Ohio. No Permitted Pet may at any time be kept, bred, or maintained for any commercial purpose.

(f) Any Permitted Pet that repeatedly or routinely: causes or creates a violation of the Rules, makes objectionable noise or odors, endangers the health of any Owner or Occupant, or causes or creates nuisances or unreasonable disturbances, must be permanently removed from the Property, upon three days written notice from the Board.

(g) A dog must be kept in a Unit, and only on those portions of the Property as the Board designates, unless the dog is on a hand-held leash, being carried, or otherwise transported in a vehicle or contained across the Property. The use of a tethered dog run, run line, pet tie-out stake, or similar device is prohibited.
(h) The owner of any Permitted Pet must immediately clean and properly dispose of all animal excrement so that it is not left on any part of the Common Elements.

(i) A “vicious dog” means a dog that: (1) is prohibited by any City of Beachwood ordinance or any other applicable governmental law; (2) lunged at any person or other pet in a threatening manner on more than one occasion; (3) has caused injury, including death, to any person; (4) is defined or found to be a vicious dog under any State or local law, ordinance, or other regulation, or by a court of law; (5) has bitten or injured a person on the Property; or, (6) has bitten, injured, or killed another pet. Upon the Board’s determination that a given dog is a vicious dog, such dog is prohibited from being kept, harbored, or permitted to remain on any part of the Property for any length of time.

(j) The Board may regulate, including prohibit, the feeding of non-domesticated animals, including birds. This includes the power to adopt Rules to regulate the number and location of any bird or other feeders, if the Board so permits.

Section 3.5 Commercial, Religious, or Professional Uses. No industry, trade, profession, or any other business of any kind, whether commercial, religious, educational, or otherwise, whether designated for or not for profit, altruism, exploration, or otherwise, may be conducted, maintained, or permitted by any Occupant on any part of the Property, except that an Occupant may use a portion of the Unit for business activity(ies) so long as:

(a) The existence or operation of such activity is not apparent or detectable by sight, sound, or smell from outside the Unit and does not interfere with the quiet enjoyment or comfort of any other Owner or Occupant;

(b) The activity is consistent with the residential character of The Village and does not constitute a nuisance, or hazardous or offensive use, or threaten the security or safety of other Occupants;

(c) The activity conforms to all zoning and other governmental requirements;

(d) In no event may any part of a Unit be used as a school, music studio, or day care facility;
(e) The activity does not involve non-resident employees, staff, or independent contractors working in the Unit;

(f) The activity does not result in walk-in traffic to the Unit from the general public or from regular or repeated business invitees nor result in any door-to-door solicitation of other Owners or Occupants;

(g) The activity does not result in the Unit becoming principally an office or business as distinct from a residence or in the Unit developing a reputation as an office or a business; and,

(h) The activity does not result in or involve regular or unreasonably large volume of business-related deliveries to or from the Unit, as may be further defined or regulated in the Rules.

The Board, in its sole discretion, determines whether or not any business activity violates any of the above conditions or requirements. The Board may adopt Rules that further limit such use but may not adopt Rules that lessen the prohibitions against such use as set forth in this Section. The Owners of the Apartment Buildings and the Condominium Association may adopt rules for their respective Apartment Building and Condominium Building that further limit or prohibit such use, but may not adopt rules or permit uses prohibited by the Rules or the above provisions.

Section 3.6 Garage and Estate Sales. Garage, estate, yard, or similar type sales are prohibited anywhere within The Village.

Section 3.7 Nuisance. No noxious or offensive activity, as may be further defined in and regulated by the Rules, will be carried on in any part of the Property, either willfully or negligently, that may be or become an annoyance or nuisance to the Association, its employees, agents, or contractors, or other Owners or Occupants. This includes any transmission of any other communication or electronic signals, whether audio, video, or otherwise, that interfere with communication reception in any other Unit or Lot, the operation of any remote controlled device, whether operated along, under, or above the ground, that may detect, capture, or transmit audio or streaming (e.g. video) or fixed (e.g. photographs) images of or from any Unit or Limited Common Element, except as needed by the Association or the Owner of an Apartment Building for the inspection or maintenance of any part of Property, or the engaging in any activity that results in offensive or unreasonable noise or odors adversely impairing the use or enjoyment of the Common Elements or two or more
Section 3.8 Storage of Material and Trash Handling. No lumber, metals, bulk material, refuse, or trash will be burned, whether in indoor incinerators or otherwise (excluding the burning of wood in a fireplace), kept, stored, or allowed to accumulate on any portion of the Property, except normal residential accumulation pending pick-up and except building materials during the course of construction or reconstruction of any approved building or structure. 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 and permitted to remain in the open only on any day that a pick-up is to be made, so as to provide access to Persons making the pick-up. At all other times such containers will be stored in garages attached to single family residences or in other interior areas expressly designated by the Board for such purpose. No dumping is permitted on any part of the Property.

Section 3.9 Cannabis and Other Substances. The Village is a community committed to a drug-free and crime-free environment. The trafficking of cannabis (also known as marijuana), or any narcotic drugs, or other controlled or illegal substances (as defined by State or Federal law) (referred to as “illegal substances”) constituting a crime as defined by the laws of the United States of America, the State of Ohio, or the City of Beachwood, in or about any part of the Property, including within any Unit, is prohibited. The smoking of any form of cannabis or any illegal substance is prohibited anywhere on the Property, including within individual Units. “Smoking” includes the inhaling, exhalung, burning, or vaporizing of any form of cannabis or any illegal substance. Growing, cultivation, production, or sale of cannabis or any illegal substance, vegetable, or plant is prohibited anywhere within or on the Property, including within individual Units. Nothing in this restriction permits, implicitly or explicitly, the use or consumption of cannabis or any illegal substance in violation of any applicable State or Federal law within a Unit; however, the use and consummation of cannabis in any form anywhere on the Property outside of a Unit, including the Common Elements, the Central Facilities, or on any patio, deck, porch, or balcony, is prohibited. The Association is not, however, liable to any Unit Owner or Occupant, or anyone visiting any Unit Owner or the Association, as a result of the Association’s alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction. Further, the Association is not required to take enforcement action against any Person who uses cannabis for medical purposes in strict accordance with the laws of the State of Ohio, even if the Person’s use constitutes a crime under the laws of the United States of America.
Section 3.10 Neighbor-to-Neighbor Disputes. The Association may, but is not obliged to, take enforcement action when a dispute under the Declaration or Rules is solely a dispute between neighbors involving an alleged nuisance or offensive behavior, not involving the Common Elements and not involving a violation of the Association's architectural or maintenance standards. In any dispute between neighbors, Owners must first work in good faith with each other to resolve their differences before the complaining Owner reports an alleged violation of the governing documents to the Association. An Owner's complaint to the Association about a neighbor must: (a) be in writing; (b) give as much detail as possible concerning the dispute; (c) provide specific information about what informal efforts to resolve the matter were undertaken by the complaining Owner(s); and (d) provide the name(s), address(es), phone number(s), and email address(es) of the complaining Owner(s).

Section 3.11 Firearms and Fireworks. The discharge of any firearm, ammunition, fireworks, and explosives anywhere on the Property is prohibited. The carrying of any firearm, except for those with current Ohio concealed carry permits, or concealed firearm is prohibited upon all Common Elements, except for transport from a person's vehicle directly to their Unit. A firearm or concealed firearm may not be kept or stored in any motor vehicle parked anywhere on the Common Elements at any time. The setting of traps or snares, as well as fishing, hunting, or poisoning of wildlife of any kind, is prohibited in or upon the Property, except for rodent control or except upon the Board's prior written approval.

Section 3.12 Open Fires. Open fires and devices for open fires, including fire pits, are prohibited on any part of the Property. Grills or similar cooking devices, along with chimeneas, are permitted only in areas specifically designated in the Rules. Open flame grills, chimeneas, or other devices as the Board may define in the Rules are prohibited to be located or used: (a) on any balcony or patio of a Unit that is connected or attached to two or more other Units (meaning a total of at least three attached Units), except as permitted by the Rules and applicable fire codes, rules, or regulations; (b) in areas prohibited by applicable fire codes, rules, or regulations; or, (c) by the terms, provisions, or requirements of any fire or other insurance policies affecting the Property, including the Units. The Owner is liable for any damage caused by or arising from the placement or use of a grill, chimenea, or other device, including damage to the exterior surface of the Residence.

Section 3.13 Exterior Appearance. The exterior of any building or structure on the Property will not be altered, modified, changed, or redecorated in any way as to change the appearance or décor of the structure, nor will any of the landscaping
appurtenant to any building or structure be materially changed without the Board’s express written authorization or resolution or as provided for in Declaration Article IV, below.

Section 3.14 Window Treatments. The installation of any drapery, venetian blind, or other window cover or treatment in the window of any Unit that may be seen from outside the building must comply with the Rules with respect to the color of the window treatment visible from outside the building.

Section 3.15 Lights on Exterior of Residence. For the purpose of providing security, each Owner must install and maintain one light of the kind designated by the Architectural Review Committee on the exterior of the garage of each Home Unit, which automatically goes on at dusk and remains on until dawn. Each Owner must keep and maintain the light in good condition and repair and must replace any burnt out bulbs promptly as required. The Architectural Review Committee further has the right to require Owners of Apartment Buildings, Condominium Buildings, and other buildings or facilities within The Village, to construct exterior lighting and if so required, the owners of said buildings will keep the lighting on during all hours of darkness and in good working condition at all times. The Board may adopt Rules in connection with the lighting.

Section 3.16 Signs. Signs, including political and For Sale signs, and other advertising device of any nature are prohibited anywhere on the Property, except for signs and advertising devices the Board approves.

Section 3.17 Poles, Wires, Antennae, Communication Devices.

(a) Except for any antennae or other external communication device installed by or with the Association’s approval, no exterior antennae or other external communication device is permitted on the roof or exterior wall of any building or structure within The Village or on the Common Elements. Subject to applicable easements and rights, no facilities, including poles and wires, for the transmission of electricity, telephone messages, and the like, including clothes lines, will be placed or maintained above the surface of the ground in any portion of the Property, without the prior approval of the Board or Architectural Review Committee.

(b) Notwithstanding any provision of the foregoing to the contrary, the Board will grant or permit the installation of antennae, including satellite
dishes having a maximum diameter of one meter in size, to receive video transmissions to be installed on Owner property or Limited Common Element property to the extent required by permitted regulations issued by the Federal Communications Commission. Any damage to property or injury to person arising out of or occurring as a result of the installation or use of the antennae is the responsibility and liability of the Owner or Occupant. The Board may require, prior to granting the permit for the installation of the antennae that the applicant maintain insurance in the amount as may be set by the Board, to provide property damage and liability coverage for any claims arising thereunder and the Association will be named as an additional insured.

Section 3.18 Trailers. No temporary buildings, trailer, garage, tent, shack, barn, or any similar structure will be used, temporarily or permanently, as a Unit or Residence on any part of The Village at any time, unless approved by the Board.

Section 3.19 Vehicles and Machinery.

(a) Boats, trailers of any type, motor homes, mobile homes, minibikes, trail bikes, snowmobiles, recreational vehicles, house car, cargo van, trucks (other than a sports utility vehicle, pick-up truck, or van commonly referred to as a three-quarter-ton or smaller sports utility vehicle, pick-up truck, or van by the automotive industry) are prohibited from being parked or stored on any part of the Property, except for those items that may be and are parked entirely in the garage for a Residence. The Board, through the Rules or with written approval, may permit the short-term parking and unloading/loading of any otherwise prohibited vehicle for up to a maximum of three hours. The Board may further permit, as defined and to the extent permitted in the Rules, the parking of recreational vehicles on a temporary basis in the clubhouse parking lot.

(b) Commercial vehicles, including tractor trailers, road machinery, excavating equipment, and any vehicle that displays or has any equipment, signs, or markings of a commercial nature, including ladder racks, or snowplows or snowplow hitches, or commercial license plates, are prohibited from being parked or stored on any driveway or outside parking area, except during normal business hours or for an emergency in conjunction with deliveries to a Residence, or the maintenance, repair, or replacement of a Residence or Lot. This prohibition does not apply to the Association in the performance or in conjunction with the Association’s maintenance, repair,
replacement, or operation of the Property. This prohibition also does not apply to the Owner of an Apartment Building in the performance or in conjunction with the Apartment Building Owner’s maintenance, repair, replacement, or operation of the Owner’s Apartment Building. Licensed commercial vehicles may be parked in the garage provided the garage door for the Residence is kept fully closed at all times.

(c) Home Unit Owners are permitted to park vehicles on the driveway of their Home Unit. Each vehicle parked on a driveway must fit entirely on the Home Unit’s driveway, must comply with Section 3.19(g) below, and must not be a vehicle described in Section 3.19(a) or (b) above. The long-term storage, as the Board may further define in the Rules (with “long-term” meaning no less than 180 days), of any vehicle on a driveway is prohibited.

(d) No machinery of any kind may be placed or operated upon any portion of the Property, except machinery that is customarily required for the maintenance of Residences, related improvements, lawns, and landscaping, and except for conventional home or hobby machinery.

(e) Garages of all Home Units must be used first and foremost for the parking of vehicles; the conversion of a garage into living space or storage space is prohibited. For the safety, security, and aesthetics of the community, garage doors of Home Units are to be kept closed overnight and generally during day time hours when the garage is not being used. The Rules may further specify when garage doors must be closed and may be kept open that are consistent with the prior sentence.

(f) “For Sale” or similar signage is prohibited in, on, or from any vehicle parked or stored on the Property. Covering of a vehicle outside of a garage, including in any open-air parking lot within The Village, is prohibited. Junk vehicles, including excessively noisy or polluting vehicles, as solely determined by the Board, or equipment or vehicles on blocks are prohibited from being operated or stored anywhere on the Property.

(g) All vehicles on the Property must be kept in a state of good and clean repair. The Owner is responsible for the cost to clean up or repair any damage to the Property by a vehicle, including due to leaking oil or other vehicle fluids, whether from a vehicle owned by the Owner or owned by or belonging to the Owner’s Occupant, or their tenant, a member of the Owner or
Occupant's family, or the Owner or Occupant’s guest or invitee. Routine vehicle maintenance or repair work may be performed only inside the Residence garage; but vehicles may be washed on the Residence's driveway.

(h) Motorcycles, excluding mini-bikes and trail bikes, are permitted on the Property but are subject to any Rule limiting the permissible decibel noise level from a motorcycle when running or in use anywhere on the Property.

(i) Motorized vehicles are prohibited on the all purpose trails or walkways within The Village; however, this prohibition does not apply to Association authorized maintenance or service vehicles or to an Occupant or their guest who meets the accommodation requirements of State and Federal laws for the use of an assistance mobility device, which must be used in accordance with the Rules.

(j) The Board may designate and reserve one or more parking spaces as “resident only” parking and one or more parking spaces as “guest parking” and set Rules for the use of the designated parking spaces, including prohibiting any guest, resident, or Owner from the use of same.

(k) “Motorcycle” and “motorized vehicle” are defined as those terms are defined and used under the provisions of Ohio Revised Code Chapter 4511 dealing with the operation of motor vehicles and are also defined to include any motorized vehicle requiring an operator’s license issued by the State of Ohio or other governmental authority or which requires a license plate or certificate issued by the State of Ohio or other governmental authority to be operated on the public roadways.

Section 3.20 Fences, Walls, Hedges. Fences, walls, trees, hedges, and shrub plantings will be maintained in a sightly and attractive manner, and will not obstruct the right-of-way sight lines for vehicular traffic. Fences or walls of any kind will not be erected or permitted to remain upon any portion of the Property unless approved by the Architectural Review Committee or unless originally constructed by Declarant.

Section 3.21 Protection of Trees and Plants. Except in an emergency to preserve the safety of Occupants and property, no tree will be removed without the express authorization of the Board or Architectural Review Committee, which, in its discretion, may adopt and promulgate Rules regarding the preservation of trees and other natural resources.
Section 3.22 Pipe Lines and Drilling. No water pipe, gas pipe, sewer pipe, or drainage pipe will be installed or maintained on any portion of the Property above the surface of the ground, except hoses and movable pipes used for temporary irrigation purposes. No portion of the surface or subsurface of the Property will be used for the purpose of boring, mining, quarrying, exploring, or removing oil, gas, or other hydrocarbons, minerals, gravel, or earth.

Section 3.23 Grading. The changing or alteration of the grade on any portion of the Property is prohibited, without first obtaining the consent of the Board or the Architectural Review Committee.

Section 3.24 Drainage Ditches - Access by the City. No Person will interfere with the free flow of water through any drainage system within The Village. The City has the right to enter The Village to repair and maintain all storm drainage courses, ditches, structures, and appurtenances including the lakes within The Village, for the purpose of relieving any flooding condition or threatened flooding condition which might be harmful to the property within the City.

Section 3.25 Use of Lake(s). Unless otherwise expressly approved by the Board, any lake, pond, or other body of water (except swimming pools) within the Property will not be used for boating, swimming, fishing, wading, or other use requiring entry into said water by any Person, device, or implement, nor will any Person dump or cause to be dumped, discard, or otherwise dispose of refuse into or otherwise pollute said bodies of water and the area surrounding them.

Section 3.26 Use of Common Elements, Central Facilities, and Limited Use Facilities.

(a) No Person will use the Common Elements or will construct, install, or permit anything to remain in the Common Elements, except as expressly permitted by this Declaration and as set forth in the Rules.

(b) No Person will use the Central Facilities or the Limited Use Facilities, except as expressly permitted in this Declaration or as set forth in the Rules.

(c) All areas not under permanent structure, except for naturalized areas designated by the Association, must be improved and landscaped in accordance with a landscaping plan approved by the Board.
Section 3.27 Prohibition Against Access to North Woodland Road. No portion of the Property will be used in such a manner so as to provide vehicular or pedestrian access to North Woodland Road.

Section 3.28 Combination or Division of Lots. No Lot may be divided into two or more Lots and no Lot may be combined with one or more other Lots, without in each case the Board’s prior written approval. If two or more Lots are combined, the combined Lot will have the Ownership Interests and voting rights that are equal to the Ownership Interests and voting rights of the former separated Lots. If a Lot is divided into two or more Lots, the Ownership Interest and voting rights of each Lot will be a fraction of the Ownership Interests and voting rights of the former undivided Lot, with the total of such fractions equaling the total Ownership Interests and voting rights held by or assigned to the former undivided Lot.

Section 3.29 Sale of a Lot or Condominium Unit and Occupancy Information. Prior to the transfer of any Lot or Condominium Unit, the Owner must submit to the Association: (a) the new Owner’s name, home address, electronic mail address, home and business mailing addresses, and the home, mobile, and business telephone numbers of the Owner and all Occupants of the Residence; (b) payment in full to the Association of all outstanding Assessments and other charges levied against the Lot or Condominium Unit and that are due or become due up until the date of transfer of the Lot or Condominium Unit; and (c) a written verification that the new Owner has received a set of governing documents, including this Declaration, the Bylaws, and any subsequent amendment, and the Rules (a set may be obtained from the Association at a reasonable charge). An additional purpose for the submission of this information is to provide the Association with an opportunity to verify that the Assessments chargeable to the Lot or Condominium Unit are current. Within 30 days of title transferring to a new Owner, the Owner must provide to the Association the Owner’s and all Occupants’ names, mailing addresses, and telephone numbers. Any change in the information, whether or not the result of a subsequent transfer, must be provided to the Board, in writing, within 30 days of said change.

Section 3.30 Use of Association Name. Except as authorized by the Board, no Owner or Occupant may use the name “The Village Community Association,” or any derivative using “The Village,” in any website domain name, web address, URL, or social media address, including Facebook, nextdoor, or other sites. No Owner or Occupant may use the name “The Village Community Association,” or any derivative using “The Village,” in any printed, electronic, or promotional material without the Board’s prior written consent. However, Owners may use the name “The Village
Community Association" and "The Village" in printed, electronic, and promotional material where such words are used solely to specify where their respective particular Residence is located within The Village subdivision.

Section 3.31 Violation of Article III. If any Person required to comply with the foregoing covenants, conditions, and restrictions is in violation of any one of the same, the Association is entitled to take or pursue any of the rights, remedies, or other actions as provided for in Declaration Article XII or under applicable State law.

ARTICLE IV

ARCHITECTURAL REVIEW COMMITTEE

Section 4.1 Structure of Committee.

(a) The Architectural Review Committee (sometimes referred to as the “Committee” in this Article IV) is composed of three natural persons. At least two of the three Committee members must be a Member or Occupant. At least one member of the Architectural Review Committee must be a professional engineer or architect licensed, or, if retired, formerly licensed, in the State of Ohio. The persons who serve on the Committee are designated from time to time by the Board. The affirmative vote of two members of the Architectural Review Committee is required to adopt or promulgate any Rule or to issue any permit, authorization, or approval in accordance with this Article IV.

(b) Committee Review by Board. Notwithstanding any provision to the contrary as may be set forth in this Declaration, any action, approval, or disapproval voted by the Architectural Review Committee is subject to the Board’s approval. No construction, installation, or change in any building or structure upon the Property will occur until first approved by the Board. Any authorization or approval granted by the Architectural Review Committee is subject to and requires the Board’s prior approval.

Section 4.2 Approval of Plans.

(a) To preserve, protect, and promote the original design and appearance of the Property, as well as property values of The Village
Community as a whole, all of the following, which are collectively referred to in this Declaration as "Improvements," are prohibited, except in strict accordance with this Article IV:

(i) the commencement, erection, placement, or movement onto the Property of any building or structure, of a permanent or temporary nature;

(ii) the alteration, modification, or changing in any manner of any Roof, common utility line, Exterior Wall, foundation wall, Surface Parking Area, or Underground Parking Facilities;

(iii) the alteration of any building or structure upon the Property that in any way changes the exterior or the appearance of the building or structure;

(iv) the commencement, erection, placement, or movement onto the Property of any exterior installation, fixture, display, sign, or other item, of a permanent or temporary nature;

(v) the commencement or making of any new use on any part of the Property;

(vi) the commencement or changing of any grading;

(vii) the installation or changing of any landscaping.

(b) To obtain approval for any proposed Improvement, the Owner, also referred to as the "applicant," must submit detailed plans and specifications of the proposed Improvement, including the description of any proposed new use, to the Architectural Review Committee, in writing, for the Committee's review and, if acceptable, approval.

(i) **Home Units.** Any Improvements for a Home Unit must comply with any manual(s) the Board or the Architectural Review Committee adopts for existing structures, which is on file with the Association as the same may be amended and approved by the Board from time to time. The plans and specifications submitted to the Committee must be in such form and contain the information as the
Committee requires and set forth in the manuals.

(ii) The Board may at any time cause to be prepared and to be made applicable to the Property, design and construction criteria for other structures within The Village, including Apartment Buildings and the Condominium Building.

(c) The Architectural Review Committee's approval of any proposed Improvement is initially based upon the applicable manual (as then amended) in effect at the time that the plans and specifications are submitted to the Committee.

Section 4.3 Grounds for Disapproval. The Architectural Review Committee has the right to disapprove any plans and specifications an applicant submits to the Committee, or to otherwise deny any authorizations requested of it under other provisions of this Declaration, because of any of the following:

(a) Failure of the plans or specifications to comply with any Covenants and Restrictions contained in this Declaration or design and construction criteria adopted by the Association.

(b) Failure to include information in the plans and specifications as may have been reasonably requested.

(c) Incompatibility of design or appearance of any Improvement with any existing or contemplated structures or buildings upon the same or other property in the vicinity.

(d) Objection to the location of any proposed Improvement upon any portion of the Property with reference to any other area in the vicinity.

(e) Objection to the grading plan.

(f) Objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any proposed Improvement.
(g) Any other matter that, in the reasonable judgment of the Architectural Review Committee, will render the proposed Improvement or use inharmonious with the general plan of improvements of the Property or the buildings, structures, or uses located upon other portions or in the vicinity of the proposed Improvement.

In any case where the Architectural Review Committee disapproves any plans and specifications or approves the same only as modified or under specified conditions, the disapproval or qualified approval will be accompanied by a written statement of the grounds upon which the action was based. The Architectural Review Committee will, if requested, make reasonable efforts to assist and advise the applicant to enable the applicant to provide an acceptable proposal for submission for approval.

Section 4.4 Right of Appeal. If the Architectural Review Committee disapproves any plans and specifications, there is a right to appeal the decision to the Board. The applicant must submit the appeal to the Board, in writing, within 30 days after receipt of notice of the decision from the Architectural Review Committee. No later than 30 days after receipt of the notice of appeal, the Board will examine the plans and specifications submitted, as well as the grounds upon which the Architectural Review Committee disapproved the plans and specifications. The affirmative vote of at least seven of the ten Board members is required to reverse or modify an Architectural Review Committee decision.

Section 4.5 Variances. Notwithstanding anything to the contrary in this Declaration, the Board has the right and authority to, but is not required to, grant variances to any policies, prohibitions, Restrictions, specifications, or requirements set forth in this Declaration, the Rules, or any manual as referenced in Article IV, Section 4.2 above, for any proposed Improvement upon the affirmative vote of at least seven of the ten Board members. However, the Board cannot grant a variance for a proposed Improvement unless the Board, in its sole discretion, determines the proposed variance does not and will not, in addition to any other standards the Board may from time to time adopt: (a) adversely affect The Village; (b) create a safety hazard or nuisance; (c) have an unsightly appearance; and, (d) have a material adverse impact on any other Owner, Occupant, or Residence. Due to the uniqueness and variety in the configuration, design, location, or layout of each building on the Property, as well as the Units, each and every request for a variance will be considered and decided upon separately on its own respective facts, circumstances,
and merits: no past approved variances, past course of dealings, or past practices binds or requires the Board to approve or deny any later variance request. The Board has the sole right and authority to promulgate construction standards, requirements, rules, and regulations with respect to the design, style, location, number, color, and other specifications for any exception or variance, including those provided for by the Rules. The Owner, including any successor Owner of the same Residence, who obtains a variance must indemnify and save the Association, the Board, and any other Owner or Occupant, harmless from and against any and all liabilities, claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, which may result from or are in connection with any variance granted to the Owner.

Section 4.6 Violation of Article IV.

(a) If any Improvement is commenced, altered, erected, installed, placed, maintained, or used upon any portion of the Property that is not in accordance with the plans and specifications the Architectural Review Committee (unless exempted in accordance with the provisions of this Article IV), the commencement, alteration, erection, installation, placement, maintenance, or use is deemed to have been undertaken in violation of this Article IV and without the approval required in this Article IV. Upon written notice from either the Architectural Review Committee or the Board, any such Improvement so commenced, altered, installed, erected, placed, maintained, or used upon any portion of the Property in violation of this Article IV will be promptly removed, re-altered, or terminated, as required by the Board.

(b) If within 15 days after written notice of the violation, the applicant has not taken reasonable steps toward the alleviation or termination of the same or if the remedial action is not prosecuted with due diligence until satisfactory completion of same, the Association has the right, through agents and employees, to enter upon the land and to summarily abate and remove any Improvement, or to take such steps as may be necessary to extinguish the use, or to cure the violation. In addition to the foregoing, the Association has the right to obtain an injunction from any court having jurisdiction for the cessation of the violation. The Association's rights and remedies contained in this Article IV are non-exclusive and in addition to any other rights or remedies available at law or in equity. The Association will notify in writing the Person in violation of this Article IV of all of the costs incurred to remedy same and any damages to which the Association may be entitled. If the amounts are not paid within 10 days following the notification, then the amounts are
“delinquent” and together with the Other Charges, as defined in Article II, Section 2.2(c), are, upon perfection as provided in Article X, Section 10.1, 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 IV. In addition, the Owner of any portion of the Property is liable jointly and severally for any obligations of any Occupant of the Owner’s property.

Section 4.7 Costs of Architectural Review Committee. The Association will from time to time establish a fee to be paid by any Owner applying for a review and approval of the Architectural Review Committee, which fee covers the costs and expenses of the review by the Architectural Review Committee, which may include, among other items, compensation for its members, support staff, and the employment of professional consultants. The Association may also establish an annual budget for any additional costs and expenses not covered by the application fee.

Section 4.8 Liability of Members of Architectural Review Committee. No Member of the Architectural Review Committee is liable to the Association, any Member, or any Person for their acts or omissions or for failure to act.

ARTICLE V

CENTRAL FACILITIES: LIMITED USE FACILITIES

Section 5.1. The Declarant constructed the Central Facilities in the Common Elements. Use of any Central Facility is restricted to Owners and Occupants or guests of those Units against which costs are allocated in accordance with Exhibit F.

Section 5.2.

(a) Each Owner may request the Association to permit the Owner to construct or install Limited Use Facilities in the Common Elements for use in connection with one or more Residences. The plans and specifications for any proposed Limited Use Facilities must be submitted to and approved by the Architectural Review Committee in accordance with Article IV.

(b) The Association will maintain a record of all Limited Use Facilities permitted to be installed or constructed on the Common Elements and the Residences to which the Limited Use Facilities are appurtenant. The
right to use and the obligations with respect to the Limited Use Facilities will pass with the conveyance of such Owner's Residence to a subsequent grantee.

(c) The Association has the right to adopt Rules with respect to the use of the Limited Use Facilities, including the restriction of hours that the Limited Use Facilities may be used.

(d) The Owners entitled to use a given Limited Use Facility will pay for all utilities used in connection with the operation of the Limited Use Facility and will employ any personnel required in connection with the operation of the Limited Use Facility.

(e) The Limited Use Facilities must be kept in good condition and repair, clean, and in a sightly manner at all times by the Owners entitled to use the Limited Use Facilities, jointly and severally, at their sole cost and expense.

(f) If:

(i) the Association believes that the Limited Use Facilities:
(A) are unsightly,
(B) are not in good condition and repair, free of dirt and refuse, or,
(C) constitute a hazardous or dangerous condition;

(ii) the Rules with respect to the Limited Use Facilities are not being complied with; or,

(iii) the Limited Use Facilities are detrimental to The Village in the Association's sole discretion,

then the Association will, except in an emergency situation, notify the Owners entitled to use the Limited Use Facilities stating the violation then existing. If within 15 days after the Association's written notice (or at once in an emergency situation) reasonable steps have not been taken toward the alleviation or termination of the same or if the remedial action is not prosecuted with due diligence until satisfactory completion of same, the Association has the right, through its agents and employees, to enter upon the land and to summarily abate, extinguish, remove, or otherwise cure the defect
or to prohibit the use of the Limited Use Facilities.

(g) The Association will notify in writing the Owners entitled to use the Limited Use Facility of all costs incurred to remedy any violation and any damages to which the Association is entitled. If the amounts are not paid within 10 days following said notification, then the costs are “delinquent” and together with the Other Charges as defined in Article II, Section 2.2(c) will, upon perfection as provided in Article X, Section 10.1, become a continuing lien upon the portion of the Property owned or occupied by such Owners and a personal obligation of the Person(s) violating this Article V. In addition, the Owner of any portion of the Property is liable jointly and severally for any violations of an Occupant of the Owner's Property.

(h) If after notifying the Owner(s) of any violation of this Article V and if the violations persist, the Association, in addition to any other rights or remedies that may be permitted in law, equity, or in this Declaration, has the right to assume ownership of the Limited Use Facilities and, at the expense of the Owner, to remove the same or to convert the same to a Central Facility.

ARTICLE VI
OWNER RESPONSIBILITIES
MAINTENANCE: INSURANCE: NEGLIGENT AND TORTIOUS ACTS: TAXES AND ASSESSMENTS

Section 6.1. Maintenance. Every Owner must keep their respective Unit, Condominium Building, or Apartment Building in a state of good working order, condition, and repair, in a clean, safe, and sanitary condition, and in conformity with all applicable laws, ordinances, and regulations. All required replacements must be of the same (or better) specification, quality, kind, and type as the item being replaced. Each Owner must keep the exterior and interior of their Unit and the adjacent Common Elements free from debris, rubbish, rubble, and other conditions created by the Owner or their Occupants or guests. The maintenance of Units, Condominium Buildings, and Apartment Buildings is further subject to the following:

(a) Apartment Buildings. Each Apartment Owner is responsible for the entirety of the Apartment Owner's respective Apartment Building and Lot, including any Surface Parking Areas and Underground Parking Facilities,
together with all utility lines and systems that serve only the Apartment Owner's respective Apartment Building or Lot, wherever located. In addition, each Apartment Owner covenants and agrees that:

(i) The Owner assumes the obligations of the Association under the Declaration to promptly repair the Exterior Walls and the Roofs of the Owner's Apartment Building, the Surface Parking Areas, and the Apartment Common Elements, which Apartment Common Elements include the portion of a Lot of an Apartment Building outside of the bounds of the footprint for all purposes of the Apartment Agreement.

(ii) The Owner's duties with respect to the Apartment Common Elements and Surface Parking Areas include the payment of taxes and assessments, the repair and replacement of all paving, curbs, and lighting facilities, maintaining and replacing landscaping, removing snow and ice, providing adequate lighting, keeping the Apartment Common Elements and Surface Parking Areas in a clean, safe, and sightly condition free from rubble, litter, and trash, and repairing the utility lines (exclusively serving the Apartment Building, Apartment Common Elements, and for the Surface Parking Areas) installed in, on, or over the Apartment Common Elements of the Surface Parking Areas.

(iii) The Owner will indemnify and save harmless the Association from and against any and all claims, liabilities, damages, costs, and expenses, including attorney fees, incurred with respect to the Apartment Common Elements, the Surface Parking Areas, or the use or Repair thereof, or the tortious or negligent acts or omissions of the Owner.

(iv) The Owner will maintain general public liability insurance with contractual liability coverage which will name as additional insureds the Association with single limits of not less than Two Million Dollars, or such other amount as the Association may from time to time determine as is customary for similar types of properties.

(v) The Association, as the case may be, has the right to establish reasonable rules and regulations with respect to the Apartment Common Elements and the Surface Parking Areas to be uniformly established and enforced as to all similar Apartment Buildings and to designate and deal with Limited Use Facilities as specified in Declaration
Article V.

(vi) The Owner has no right to alter, change, revise, or demolish any Apartment Common Elements, Surface Parking Areas, Roof, or Exterior Wall, without the prior approval of the Architectural Review Committee applying the standards set forth in this Declaration.

(vii) All work to be done by the Owner must be done in accordance with all laws, ordinances, statutes, rules, and regulations of all applicable public authority, and in a good and workmanlike manner.

(viii) If an Owner will not repair the Exterior Walls and Roofs of the Apartment Building, the Apartment Common Elements, or the Surface Parking Areas, and if they are not in good condition and repair, clean, and sightly, or not in accordance with the standards established by the Association for the remainder of The Village, or if the Owner otherwise fails to comply with the provisions of the Declaration, and if the failure continues for 30 days after the receipt of written notice (which 30 day grace period is extended if the Apartment Owner has commenced to cure the default within said 30 day period and proceeds with due diligence thereafter, or which notice and grace period is reduced or eliminated in the event of an emergency), the Association has the right, in addition to all other rights and remedies set forth in the Declaration or which may be available in law or equity, to make the repairs or otherwise cure the default, and the Owner will reimburse the Association for the cost thereof (together with reasonable charges for the Association’s overhead and administrative costs) within 15 days from receipt of an invoice from the Association. If the invoice is not paid within said 15 day period, the Board has the right to levy a special Assessment against the Owner in accordance with the provisions of Declaration Article IX in addition to any other rights or remedies that may be available under the Declaration, in law or equity.

(ix) If any repair is necessitated because of the acts or omissions of any Occupant or the guest of an Occupant, then the Apartment Owner has the obligation to promptly make the repair, but the Apartment Owner has the right to proceed against the person causing the damage to the same extent as the Association would have had in accordance with the Declaration if the Association makes a repair required of an Owner and under applicable law. In addition, nothing in this Declaration is deemed to
exclude any rights the Association may have against the Apartment Owner under applicable law.

(x) The Owner will promptly pay for all work done in the Apartment Common Elements and Surface Parking Areas and will indemnify and save harmless the Association from any and all liabilities, claims, and damages that may be incurred as a result of the failure of the Owner to pay for any work alleged to have been performed in the Apartment Common Elements at the direction of an Owner. In the event that any mechanics', materialmen's, or other lien is filed in connection with any work alleged to have been performed at the direction of an Apartment Owner, the Owner will remove said lien of record by payment, bonding, or otherwise, within 30 days following receipt of notification from the Association.

(xi) The Assessments to be paid by each Owner of an Apartment Building are reduced by the percentage agreed to by the Association and the Apartment Owner, but in no event will the Assessments be reduced to less than the respective amounts set forth for the Apartment Building identified in Exhibit F.

(b) Home Units. Except as expressly stated in Declaration Article VIII, Section 8.1(a), each Home Owner is responsible, at the Owner's expense, to maintain, repair, and replace all portions and components of the Owner's Unit and Lot, including all components of, and all fixtures and installations of or attached to, the exterior of the Unit. Each Home Owner's responsibility includes:

(i) Balconies, Decks, and Patios. Any balcony, deck, or patio attached to or only serving the Unit.

(ii) Basements, Crawl Spaces, and Foundations. Any basement or crawl space walls and floor, as well as all the portion of any foundation walls below grade (meaning, below the surface of the ground), including any needed exterior waterproofing of any wall or floor.

(iii) Building Insulation. All insulation and baffles located in the perimeter walls or ceiling, including any attic area, of the Unit, including any additional insulation or baffles that the Association may
require in conjunction with the Association’s maintenance of the Roof in accordance with Declaration Article VIII, Section 8.1.

(iv) **Building Structural Components.** The structural and other components of the Unit that lie within the area bounded by the exterior covering of a Unit, and the structural portions of the Exterior Walls and Roof, including landscape repairs or restoration that arise as a result of any repair to any part or component of the Unit structure.

(v) **Chimneys.** The flue, liner, and exterior screen of any chimney, and the removal of any debris or animal(s) from the interior of the chimney space.

(vi) **Exterior Electrical Outlets.** Any exterior electrical outlet, including the electrical wiring leading to and serving the outlet, that is connected to the Unit’s electric service.

(vii) **Exterior Lights.** Any exterior light fixture, including the wiring for the fixture that is connected to the Unit’s electrical service; however, the Association may, but is not required to, replace bulbs in any exterior light fixture, with all costs incurred assessed to the respective Owner or charged as a Common Expense, as the Board so determines.

(viii) **Exterior Water Spigot.** Any exterior water spigot, including the waterline leading to and serving the spigot, which is connected to the Unit’s water supply.

(ix) **Doors.** All entry doors, including any screen, security, patio, and garage door, located in the perimeter wall of the Unit, including any door lock, knocker, handle, kickplate, weatherstripping, and other components and hardware, any perimeter door frame, trim, molding, sash, and jamb; excluding the painting of the exterior of any door (including garage door) surface, including exterior frames, trim, and molding in accordance with Declaration Article VIII, Section 8.1.

(x) **Door Entry Systems.** Any intercom, doorbell, or other Unit entry or alert system, along with all associated wiring and other associated components, wherever located.
(xi) **Windows.** All windows, including fixed windows and skylights, located in the perimeter walls or Roof of the Unit, including window hardware and the window glass, window frames, screens, sashes, trim, flashing, molding, and jambs. The Owner's responsibility for windows includes the caulking and painting of the exterior of window frame, trim, and mold following the installation of a replacement window; the exterior painting and caulking of window mold at other times will be done by the Association in accordance with Declaration Article VIII, Section 8.1. For any bay window, the Owner is also responsible for the roof or other covering of and serving the bay window, as well as the underneath structural support for any bay window.

(xii) **Mailbox Doors and Lock.** The door and lock for any mailbox or other mail receptacle assigned or serving the Unit.

(xiii) **Heating and Cooling.** Heating and cooling systems and components, including all duct work, condensate lines, and other fixtures and related components, serving only the Unit wherever located. If the Owner (or any predecessor Owner of the Unit) moves or relocates any air-conditioner compressor or unit or heat pump to an exterior location, which may only be done with the Board's prior written consent, the Owner remains responsible for the space formerly occupied by the air-conditioner compressor or unit or heat pump as well as the space in which the air-conditioner compressor or unit or heat pump is moved to and the air-conditioner compressor or unit or heat pump itself. The Owner is also responsible for the pad or other base on which the air-conditioner compressor or unit or heat pump is located.

(xiv) **Radon Gas.** Mitigation or any related work or improvements to address radon gas or similar concerns.

(xv) **Stacks and Vents.** Furnace, kitchen, and soil vents and stacks up to the point the vents or stacks intersect with the Roof decking or the exterior siding of the Unit. The Owner is further responsible for the entirety of any dryer vent, including the exterior dryer vent cap or cover; however, the Association may, but is not required to, inspect and clean any dryer vents and ducts for safety-related reasons, with all costs incurred assessed to the respective Owner.
(xvi) **Snow Removal.** Each Owner will keep the walks leading from the front and the rear of the Unit to the exterior driveway and any patios, decks, stoops, and steps free of unreasonable accumulations of snow and ice. The Association may, but is not required to, provide reasonable snow removal services from front walkways, with all costs incurred assessed to the respective Owner or charged as a Common Expense, as the Board so determines.

(xvii) **Utilities.** Utility lines, pipes, wires, plugs, conduits, and other components as follows:

1. **Electric.** The portion of any electric service and line, and all related components and equipment, serving only the Owner's Unit wherever located, including the electric meter serving the Unit.

2. **Natural Gas.** The portion of any natural gas service and line, and all related components and equipment, serving only the Owner's Unit wherever located, including the gas meter serving the Unit; however, the Association may, but is not required to, paint any exterior gas meter or natural gas line, with all costs incurred assessed to the respective Owner or charged as a Common Expense, as the Board so determines.

3. **Telephone, Cable, and Communications.** All telephone, cable, and communication lines, whether for telephone, television, or internet service, serving only the Owner's Unit wherever located.

4. **Storm Sewer and Footer Drains.** All storm sewer drain lines serving the Owner's Unit up to a distance of 15 feet from the Exterior Wall, including basement or foundation wall, of the Unit, as well as any footer drain adjacent to or running parallel to any basement, crawl space, or foundation wall of the Unit.

5. **Sanitary Sewer.** Any sanitary drain line, including any garage, basement, or crawl space drain line, serving only the Owner's Unit, wherever located.
6. **Waterlines.** The portion of any water service and waterline, and all related components and equipment, serving only the Owner's Unit, including the water meter, wherever located.

Any electric, gas, water, sanitary sewer, telephone, cable, or communications service line that serves two or more attached Home Units is the joint and several responsibility of the Owners of the attached Home Units so that Owners of attached Home Units have similar utility line responsibilities to those of the Owners of free-standing detached Home Units. In the event the Owners of two or more attached Home Units cannot agree on the needed repair or replacement of a given shared service line, the Association has the right and authority to perform the work, as the Board so decides, and assess all costs, fees, and expenses the Association incurs to the Owners of the attached Home Units.

(xviii) **Improvements.** Any Owner Improvement(s), unless the Association has explicitly agreed to assume such responsibility in writing. This includes, wherever located: (1) any landscaping beds, plantings, and trees; (2) hardscape features, such as edging materials, lighting, and decorative or retaining walls; (3) privacy fences; (4) any walkway installed, altered, or improved by the Owner; (5) any addition, sunroom, or other enclosure, including the portion of the Unit that is enclosed by the enclosure, but excluding the Roof and Exterior Wall of the enclosure as provided for in Declaration Article VIII, Section 8.1. Nothing in this Declaration Article VI, Section 6.1(b) gives any Owner permission to install or place any Improvement outside the bounds of the Unit without the Board's prior written consent or in accordance with the Rules as further provided for elsewhere in this Declaration. The Owner's responsibility for Improvements is further subject to the following:

1. All of the work required of the Owner in this Declaration Article VI, Section 6.1(b) includes responsibility for any Improvement installed by a prior Owner of the Owner's Unit. The Owner must use competent and qualified labor to perform the work. The work must be performed promptly, properly, and in a good workmanlike manner, using first-class materials of
equivalent or better quality than those originally installed or incorporated into the Property, and in accordance with any Board designated specifications.

2. The Association has the right, but not the obligation, to, at any time, maintain, repair, and replace any Improvements in a uniform manner and charge the cost of the work to the Owner(s), which costs will be charged to the respective Owner(s) in a fair and reasonable manner as determined by the Board.

3. In addition, the Owner is responsible for all costs and expenses, whether incurred by the Association, the Owner, or others, to remove and subsequently re-install, if reasonably possible, any Improvements as is necessary for the Association to maintain, which includes inspect, repair, and replace, the Unit, the Common Elements, or other portions of the Property the Association is responsible for under this Declaration.

4. If the design, construction, maintenance, use, or removal of any Improvement causes or results in damage to, or in any manner adversely affects, the Roof or Exterior Wall on which the Improvement is located or attached to, or any adjacent Roof or building area, as the Board so determines, the Owner is responsible, at their sole cost and expense, for the proper and prompt repair or other correction thereof in a manner satisfactory to the Association.

(xix) Building Leaks. Each Owner must make all repairs and replacements to the Exterior Walls and Roof caused by fire or other casualty insurable in accordance with the provisions of Article VI, Section 6.1(d). If a seepage problem in the Exterior Walls or Roof occurs, the Owner is obligated to repair the seepage problem or defect, including any landscape damage or repair arising or related thereto, unless the seepage problem has occurred as a result of a defect in the outside covering of the Exterior Wall (above the finished floor) or the Roof, in which event, the Association will repair the defect only. The Association is not liable or responsible for any other seepage problems or defects or for any consequential damages. The Association is not responsible, liable, or obligated for any interior damage, direct or proximate, caused

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by an exterior defect, and the Association will not repair any such interior damage, direct or proximate.

(xx) Exceptions to Association Responsibility. In accordance with Declaration Article VIII, Section 8.1, the Association is generally responsible to repair and replace the non-structural portion of the Exterior Walls and Roof of Home Units and the Condominium Property. But, if repairs and replacements are necessitated as a result of the tortious or negligent acts or omissions of a Home Owner, or an Occupant or guest of a Home Owner, or if caused as a result of a fire or other casualty required to be covered by insurance in accordance with Declaration Article VI, Section 6.2, the Association will not make the repair or replacement unless the repair or replacement is not promptly commenced or is not diligently and continuously completed by the Home Owner, in which event the Association will commence or complete the repair or replacement and will charge the Unit Owner for the cost of the work (together with a reasonable charge for the Association’s overhead or administrative costs). If the charge is not paid by the Unit Owner, the Association will levy a special assessment against the Unit Owner.

(xxii) Exterior Report Work. Any maintenance, repair, and replacement work required of an Owner that requires any exterior work, including any alteration or excavation of, any Roof, Exterior Wall, Limited Use Facility, or Common Element, is subject to the Rules, which may, but are not required to, require that the work be performed by or under contract from the Association and assessed to the Owner.

(c) Condominium. As between the Association and the Condominium Association, the Condominium Association is responsible for all installations, fixtures, and other components of the Condominium Property in the same manner and to the same extent as Owners of Home Units as listed in Declaration Article VI, Section 6.1(b) above, except for balconies (but not ground floor patios) and any other components of the Condominium Property as are identified as the Association’s responsibility in Declaration Article VIII, Section 8.1. Any responsibility delegated to the Condominium Association in this Declaration may be further delegated to one or more Owners of Condominium Units as provided for in the Condominium Declaration.

(d) Repair or Removal of Damaged Property. In the event that
any improvement, building, or structure (collectively referred to as "structure") within the Property is damaged or destroyed by any event, casualty, or occurrence, whether intentional or unintentional, the Owner of the given property will promptly either (a) immediately commence the repair or rebuilding of the structure following the damage or destruction and diligently and continuously complete the same, or (b) raze the structure and remove all rubble and debris from the area within 60 days following the damage or destruction.

(e) **Duty to Report.** Each Owner must promptly report to the Board the need for any maintenance or repair to any portion of the Property that the Association is obligated to maintain, repair, or replace under this Declaration, particularly with respect to any part of the Property within, attached to, or appurtenant to the Owner's Unit.

(f) **Non-Disturbance.** Each Owner must perform and complete the Owner's responsibilities in such a manner so as not to unreasonably disturb any other Person(s) residing within The Village.

(g) **Interpretation and Application of Maintenance Obligations.** In the event of any uncertainty or good faith dispute as to whether the Association or an individual Owner is responsible for the maintenance, repair, or replacement of a given item under this Article VI, Declaration Article VIII, or any other provision of the Declaration or the Bylaws, the Board's determination, exercised in good faith, as to whether any particular maintenance, repair, or replacement to be made is the Association's responsibility, the individual Owner's responsibility, or the Association's and Owner's shared responsibility in such proportion as the Board so determines, is final; however, the Board's determination must thereafter be consistently followed. When the Board maintains, repairs, or replaces any item the Association is responsible for under this Declaration and the Association's work also requires that an item the Owner is responsible for under this Declaration be maintained, repaired, or replaced, which includes moving or removing, in conjunction with the Association's work, the Association may perform all the work and assess the costs the Association incurs to repair, move, remove, or replace the Owner's item to the Owner. When an Owner maintains, repairs, or replaces any item of the Owner's Home Unit or Condominium Building that the Owner is responsible for under this Declaration and the Owner's work also requires some repair or replacement to
the portion of the Home Unit or Condominium Building the Association is otherwise responsible for, the Owner will perform all needed work to the entirety of the Owner’s Home Unit or Condominium Building, at the Owner's sole risk and expense.

Section 6.2 Insurance.

(a) **Liability Insurance.** Every Owner must maintain adequate liability insurance covering the Owner’s Unit, Condominium Building, or Apartment Building, and all Limited Use Facilities appurtenant to the Unit, Condominium Building, or Apartment Building. The Association must be additional insureds under all liability policies covering Limited Use Facilities and each Owner will deliver a copy of their policy naming the Association as an additional insured. The Association has the right to designate the limits of liability covered by the policy with respect to the liability insurance as a prerequisite for permitting the construction, installation, or use of a Limited Use Facility. Without limiting the generality of the foregoing:

(i) Each Apartment Building Owner must maintain adequate liability insurance covering all portions of the Apartment Building not contained within the bounds of a Unit, including any Underground Parking Facilities and Surface Parking Areas that are part of a Lot.

(ii) The Condominium Association must maintain adequate liability insurance covering all portions of the Condominium Property, except the Condominium Units.

(iii) Each Home Owner must have the Association named as an additional insured on the Home Owner's liability insurance policy with respect to any exterior deck or other exterior Improvement serving the Owner's Home Unit.

(b) **Property Insurance.** Each Owner must maintain fire, extended coverage, vandalism, and malicious mischief, “all risk” and other types of hazard insurance coverage, as are designated from time to time in the Rules, on the Owner's Unit, Condominium Building, or Apartment Building in the amount of the full replacement cost of the Unit or building, such policy to have an Agreed Amount Endorsement to avoid a co-insurance penalty. The Owner(s) entitled to use a Limited Use Facility has the responsibility of providing the
hazard insurance covering said Limited Use Facility. Each Unit Owner will maintain hazard insurance on such Owner's contents and personal property, as the Owner desires. Without limiting the foregoing provisions:

(i) Each Owner of an Apartment Building must maintain adequate fire, extended coverage, vandalism, and malicious "all-risk" and other types of hazard insurance coverage on the portion of the Apartment Building not within the bounds of a Unit as part of the hazard insurance policy set forth above, which includes coverage on any Underground Parking Facilities and any Surface Parking Areas.

(ii) The Condominium Association must maintain adequate fire, extended coverage, vandalism, and malicious "all-risk" and other types of hazard insurance coverage on the portion of the Condominium Property as required in the Condominium Declaration, as part of the hazard insurance policy set forth above.

(c) **Proof of Insurance.** Each Owner must file a copy of the policy(ies), or other evidence of insurance, in compliance with Article VI, Section 6.2(a) and (b) above as the Board may require, with the Association within 30 days of the Owner taking title to the Unit and within 30 days receipt of a written request from the Association.

(d) **Interior Repairs.** The Association has no obligation to repair or replace any damage, nor to obtain insurance coverage therefor, arising out of any damage incurred by a Home Unit Owner (and the Condominium Association on behalf of the Condominium Unit Owners) occurring to the interior of the Unit or any personal property of the Unit Owner, occurring, directly or indirectly, as a proximate cause from water penetration or seepage through the exterior covering of the Unit (roof or siding), through the foundation of the Unit, or from any sewer or drain backup. Any remediation for damage occurring to the aforementioned is the sole obligation and responsibility of Unit Owner, and each Unit Owner will maintain adequate property damage insurance for any loss arising hereunder.

(e) **Waiver of Subrogation.** Each Owner, and Occupant, and any other Person that owns, leases, operates, or Reviews any portion of the Property, as a condition of accepting title or possession of a Lot, Unit, or any other portion of the Property, 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 of any Owner, Occupant, or any other Person that owns, leases, operates, or Reviews any portion of the Property, and the lessees and sublessees of any of them, the rights, if any, of any of them against the other or the Association, or against the employees, agents, licensees, or invitees of any of them or the Association with respect to such damage or destruction and with respect to any loss resulting therefrom are hereby waived to the extent of the proceeds of insurance covering said damage or destruction.

Section 6.3 Taxes and Assessments. Each Owner is responsible for payment of the taxes and assessments for such Owner's Unit and all Limited Use Facilities appurtenant to the Unit. If taxes and assessments are not assessed against the appurtenant Unit(s), but are assessed against the Association, the Association will pay such taxes and assessments and will charge the appurtenant Unit Owners for their pro rata share of the costs of the taxes and assessments, as a Special Assessment, payable within 15 days of receipt of an invoice by the Association. The determination of the amount of the taxes and assessments attributable to a Limited Use Facility is made by the Board in its sole discretion and is conclusive and binding upon all Persons. Without limiting the foregoing provisions of this Declaration Article VI, Section 6.3, an Owner of an Apartment Building will pay all taxes and assessments for the Owner's Lot, including taxes and assessments on Underground Parking Facilities and on Surface Parking Areas that are part of the Apartment Owner's Lot.

Section 6.4 Home Unit Party Walls and Interior Utility Lines.

(a) Each wall that forms a common wall or boundary between two Home Units constitutes a party wall and all utility lines running through and serving two or more Home Units within a party wall constitutes common utility lines, and to the extent not inconsistent with the provisions of this Article VI, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions apply.

(b) Party Wall Owners. Every Owner of a Home Unit having a party
wall and every Owner having a common utility line are deemed to have accepted
the party wall and common utility line covenants set forth in this Declaration
Article VI, Section 6.4.

(c) **Use of Party Wall.** The Owners of Home Units divided by the
party wall or sharing a common utility line have the right to use it jointly. The
term "use" as to a common utility line includes normal use.

(d) **Modification of Party Wall, Change of Common Utility Line.**

(i) Neither Owner of a Unit sharing a party wall may extend
or increase the height of the party wall except upon the written approval
of the other Owner and holders of any mortgages on both Units. No such
extension or increase in height may be made that impairs the strength
or injures the existing wall or the foundation of the buildings.

(iii) In the event of such extension or increase in the height of
the wall, the other Owner has the right to use the extended or
heightened part of the wall by paying to the constructing party one-half
of the costs of the part of the wall, as they will use.

(iii) Any extension or increased height of the wall is a party
wall, becomes part of the existing wall, and is subject to the terms
hereof.

(iv) No change is made in a common utility line without
approval of all Owners using the common utility line and the holders of
any mortgages on the Units.

(e) **Damage Insurance.**

(i) In the event of damage or destruction of a party wall or a
common utility line from any cause whatsoever, other than the
negligence or willful misconduct of a joint Owner, the Owners sharing
the party wall or the common utility line will, at their own expense,
repair or rebuild the wall or the common utility line, and each Owner
has the right to full use of the wall or common utilities so repaired or
rebuilt. If a joint Owner's (or a joint Owner's Occupant, family, or guest)
negligence or willful misconduct causes damage or destruction of a party
wall or common utility line, the joint Owner bears the entire cost of repair or reconstruction. If a joint Owner refuses to pay the Owner's share, or all of the cost in the case of negligence or willful misconduct, the other Owner(s) may have the damage repaired or reconstructed and is entitled to a lien on the Unit of the Owner so failing to pay for the amount of the defaulting Owner's share of the repair or replacement costs. If a joint Owner gives a mortgage upon the Owner's Unit, then the mortgagee has the full right to exercise the rights of its mortgagor as a party hereunder and, in addition, the right to add to the outstanding balance of the mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to the mortgagee by the defaulting Owner.

(ii) Each Owner sharing a party wall or common utility line will obtain insurance on the Owner's Unit, which at all times is in an amount equal to the replacement cost of the Unit, such policy to provide coverage for any damage to the party wall or common utility line on account of fire and other perils commonly covered in extended coverage and "all risk" endorsements.

(iii) All repairs or rebuilding is in accordance with the plans and specifications of a registered architect or engineer and in conformity with the applicable building codes.

(f) Access.

(i) In the event repairs or reconstruction are necessary, all necessary entries on an adjacent Unit will not be deemed a trespass so long as the repairs and reconstruction are done in a reasonable and workmanlike manner, and consent is hereby given to enter at reasonable times adjacent property to make any necessary repairs and reconstruction.

(ii) Each Owner is licensed by the other to enter upon the other's Unit or Lot to make repairs or rebuild the party wall or the common utility line.

(iii) Any Owner exercising its rights under this Subparagraph (f) will give notice to the other Owner of such Owner's desire to have
access and will only enter the other Owner's Unit or Lot at reasonable times, except in the event of an emergency.

(g) **Other Use.** Each Owner sharing a party wall has the full right to use the party wall for the support of beams and structural materials or in any other lawful manner not prohibited hereby. However, the Owner's use of the party wall must not injure, impair the strength of, or endanger the wall, foundation, or other portion of the Unit of the other Owner, and will not impair or endanger the party wall benefits and supports to which the adjoining Unit is entitled. All further use is subject to the terms of this Declaration Article VI.

**Section 6.5 Indemnity by Owners and Occupants.** Each Owner and Occupant (each an "Indemnitor") will indemnify the Association and every other Owner and Occupant from and against any and all claims, actions, damages, liability, and expense in connection with death or injury to a Person(s) or loss or damage to Property occurring in, on, or about, or arising out of the land, Lot, or Unit occupied or owned by such Indemnitor and all appurtenant Limited Use Facilities, the use or the occupancy thereof, or the conduct of the Indemnitor, but only where the claims, actions, damages, liabilities, or expenses are occasioned wholly or in material part by any negligent act or omission by the Indemnitor.

**ARTICLE VII**

**THE VILLAGE COMMUNITY ASSOCIATION**

**Section 7.1 Existence.** The Association is a duly constituted non-profit corporation existing under the laws of the State of Ohio. Copies of its Articles of Incorporation and Bylaws are marked, respectively, Exhibit C and Exhibit D, and are attached to this Declaration.

**Section 7.2 Membership.** Each Owner of a Unit or a Lot will by virtue of such ownership be an Association Member, as further defined and classified in the Bylaws.

**Section 7.3 Board of Directors and Officers.** The composition and election of Board of Directors is as provided for in the Bylaws. The Board is vested with and will exercise all of the powers of the Association and will elect the officers of the Association, will discharge the duties and obligations of the Association, and have all of the rights conferred by law, the Articles of Incorporation, and the Bylaws. Board
members are Owners of a Unit or the designee of the Owner of any Apartment Building or Condominium Association.

Section 7.4 Purpose and Powers of the Association. The Association has been formed for the specific purpose of providing for the maintenance, preservation, and architectural compatibility and harmony of The Village Community, the Central Facilities, Common Elements, and Limited Use Facilities within the Property, the promotion of the health, safety, and welfare of the residents of The Village Community, the administration and enforcement of this Declaration, and such other purposes as are contained in this Declaration or set forth in the Articles of Incorporation or the Bylaws. Whether or not stated in the Articles or Bylaws, the Association acting solely through its Board is empowered:

(a) To suspend the enjoyment and use rights (but not in roads, accessways, and utilities) in the Central Facilities, Common Elements, and Limited Use Facilities of all the Occupants and Owners (and their guests) of any Unit or Lot for which an Assessment or Other Charge is delinquent during the period of delinquency; and to suspend the use and enjoyment rights (but not in roads, accessways, and utilities) in the Central Facilities, Common Elements, and Limited Use Facilities of any Person in violation of any of the Covenants and Restrictions of this Declaration for any period during which the violation exists. If an Occupant of a Unit is in violation, the rights of the Owner and all other Occupants of that Unit may also be suspended. If an Owner is in violation, the rights of all Occupants and guests of the Owner and Occupants may also be suspended.

(b) To charge reasonable admission and other fees for use by guests of Occupants or of Members and to charge reasonable fees for the extraordinary use of Central Facilities by Members (such as fees for cleaning a party room, if any, used by a Member, but not for normal use of a swimming pool, tennis court, or other facility) as more fully defined in the Rules; however, nothing herein authorizes or permits the establishment of a commercial business or enterprise relating to the use of the Central Facilities or the Limited Use Facilities.

(c) To enter or authorize its agents to enter in or upon any property or any part thereof, when necessary in connection with any inspection, maintenance, repair, or construction for which the Association is responsible or has a right to inspect, maintain, repair, or reconstruct. The entry will be
made with as little inconvenience to the Owner and Occupants as reasonably practicable under the circumstances. The Association will repair any damage to the Owner's property, to the extent of its depreciated value.

(d) To grant or obtain easements and rights-of-way for access and parking, and to dedicate for public use all or any part of the streets and other Central Facilities or Common Elements owned by the Association.

ARTICLE VIII

ASSOCIATION RESPONSIBILITIES

Section 8.1. Except as otherwise provided in this Declaration, including Article VI, Section 6.1(a), the Association will perform the following functions:

(a) **Maintenance.**

(i) **Common Elements.** The Association will, to the extent and at such times as the Board so determines, in the exercise of its commercially reasonable business judgment, maintain and repair the Common Elements, along with the Central Facilities, all Surface Parking Areas, and any other property the Association owns. This includes any areas used for the parking of vehicles and access over which an easement has been granted to an Owner, all landscaped areas other than landscape Improvements, any storm drainage system, including both lakes and all open channels, and any utility lines, cables, pipes, wires, installations, equipment, and appurtenances the Association owns (except for “Common Utility Lines” referred to in this Declaration). The Association will maintain and repair such items in a reasonably clean, safe, neat, healthy, and workable condition, and in good repair, and will make all necessary repairs and replacements, structural and non-structural, ordinary as well as extraordinary, in a reasonable manner, subject only to the provisions of this Declaration.

(ii) **Home Units.** The Association will, within a reasonable time following written notice of the necessity thereof, reasonably maintain, which, unless otherwise indicated, includes painting, repair, and replace, as the Board so determines in the exercise of its business
judgment, the following portions of each Home Unit as installed by the original builder or the Association:

(1) **Chimneys.** The chimney cap and screen, as well as the tuckpointing of a chimney.

(2) **Driveways.** The driveway serving each Unit.

(3) **Exterior Walls.** The non-structural portions of the Exterior Walls, consisting of the exterior siding, house wrap or similar material, fascia boards, flashing, and exterior building trim and molding, but excluding exterior window or door trim and molding. In addition, at the time the Association replaces the siding of the Exterior Wall of a Unit, the Association will, as an Association expense, also replace any plywood or similar Exterior Wall sheathing material as the Board reasonably determines is needed; needed repair or replacement of the plywood or other sheathing material at any other time is the Owner's responsibility.

(4) **Perimeter Doors and Windows.** Painting only of the exterior surface of entrance doors, including the garage door, to a Home Unit, including the door trim and molding, and, except following the installation of a replacement window, painting of the exterior surface of the windows of each Home Unit, including the caulking, as needed, of the window frames.

(5) **Privacy Fences.** Privacy fences, including gates, if any.

(6) **Roofs.** The non-structural portions of the Roofs, consisting of the shingles, underlayment, and flashing, but excluding any insulation, baffles, or other items or components beneath the roof decking, and also excluding any heating cables installed on a Roof. In addition, at the time the Association replaces the Roof of a Unit, the Association will, as an Association expense, also replace any plywood or similar Roof sheathing material as well as static vents, such as attic, soffit, and ridge vents, both as the Board reasonably determines is needed; needed
repair or replacement of the plywood or other sheathing material or any Roof vents at any other time is the Owner's responsibility. The Association is not, however, responsible for the adequacy or sufficiency of the ventilation of any attic or any other part of the Home below the Roof covering.

(7) **Roof Drainage.** The gutters, including gutter cleaning, and downspouts serving each Unit, to the point of connection of a downspout to the footer drain or other storm water drain line serving the Unit.

(8) **Stacks and Vents.** The portion of any furnace, kitchen, or soil stack or vent, from the point the stack or vent intersects from the Roof deck or Exterior Wall covering outwards.

(9) **Unit Numbers.** The address numbers installed on the Exterior Wall of each Home.

(10) **Walkways.** The concrete walkway on grade and any related steps leading to the front door of the Unit. The Association may alter or change the walkway material from concrete to such other material the Board selects.

(iii) **Condominium.** As between the Association and the Condominium Association, the Association is responsible for all installations, fixtures, and other components of the Condominium Property in the same manner and to the same extent as the Association is responsible for components of Home Units as listed in Declaration Article VIII, Section 8.1(a)(ii) above. In addition, the Association is responsible for the reasonable maintenance, repair, and replacement of:

(1) the concrete floors and railings of the balconies of the Condominium Building; and,

(2) the free-standing electric pole lights.

(iv) **Exceptions to Association Responsibility.** The Association is not responsible for the components or installations of a Home Unit or a Condominium Building as described in Declaration Article VIII,
Section 8.1(a)(ii) or (iii) above, if a given repair or replacement thereof is necessitated by (A) the tortious or negligent acts or omissions of any Owner or Occupant or guest of an Owner or Occupant of the Unit or Building requiring the repair or replacement, (B) a fire or other casualty required to be insured against by the Owner in accordance with Declaration Article VI, or (C) any cause which is discovered during the first year following the initial occupancy of the Unit. Notwithstanding the above, the Association has the right to make repairs or replacements specified under Items (A), (B), and (C) if the Owner does not immediately begin the repair or replacement or does not diligently or continuously complete the same; and the Owner will reimburse the Association for the costs thereof (together with reasonable charges for the Association’s overhead and administrative costs) within 15 days following receipt of an invoice from the Association. If the invoice is not paid, the Association may levy a special Assessment against the Owner and their Unit or Building for the amount thereof.

(b) **Equipment and Supplies.** The Association will provide equipment and supplies necessary for the maintenance and enjoyment of the Common Elements, the Central Facilities, and any other property that the Association is required to maintain from time to time.

(c) **Damage to Central Facilities.** In case of damage or destruction to any of the Central Facilities, the Association will restore the Central Facilities to a condition at least equal to the condition in which they existed prior to the damage or destruction, unless the cost of the repair or restoration is 50% or more of the replacement value thereof, and the loss is not covered by insurance. If three-fourths of the Board members, representing those Units who will be obligated to pay for the restoration or repair, affirmatively vote not to rebuild, repair, or restore the damaged Central Facilities, the Central Facilities so damaged or destroyed need not be repaired, restored, or replaced. Anything herein to the contrary notwithstanding, the Board must rebuild or restore lakes, private streets, private sewers, and private water mains.

(d) **Liability of the Association.** The Association and the Association’s agents and employees are not liable for, and each Owner and Occupant waives all claims for, injury or death to person(s) or loss or damage to property, or any consequential or incidental damage or loss, resulting from any accident or occurrence in or upon any Unit, Common Element, or any other part of The
Village. This waiver includes claims resulting from any of the following regardless of whether it is the Association’s obligation to repair or remain the same:

(i) fire, wind, or other casualty;

(ii) any defect in or failure of any plumbing, heating, cooling, hot water heating, sprinkler system, electrical wiring or equipment, gas pipes and equipment, water and sewer pipes, stairs, rails, or walks;

(iii) broken glass;

(iv) backing up of any sewer pipe or downspout;

(v) the bursting, leaking, or running over any tank, sink, water closet, waste pipe, drain, or any other pipe or tank in, upon, or about any Unit, the Common Elements, or any other part of The Village;

(vi) the escape of hot water;

(vii) water, snow, or ice being upon or coming through the Roof, Exterior Wall, skylight, trap door, foundation, stairs, walks, or any other place upon the Unit, Common Elements, or any other part of The Village;

(viii) the falling of any fixture, plaster, or stucco; and

(ix) any act, omission, or negligence of trespassers, thieves, or other Occupants of any part of The Village, or of owners or occupants of adjacent or contiguous property.

(e) **Taxes and Assessments.** The Association will pay all taxes and assessments levied against the Central Facilities and the Common Elements (exclusive of any Limited Use Facilities and the land beneath a Limited Use Facility, which is paid by the Owners of Units to which they are appurtenant), any other property that the Association may own, and Surface Parking Areas, including personal property taxes, general real estate taxes, and special assessments certified by the applicable public authority. If separate tax bills cannot be obtained from the County Auditor or other taxing authority, and if
the County Auditor or other taxing authority refuses to estimate the tax bill with respect to the property owned by the Association, the Board will, in good faith, determine the amount of taxes and assessments that are attributable to the various properties included within the tax bill(s). The Owners of property covered by the tax bill will pay the determining party their share immediately upon demand. Any Person whose property is included within the tax bill, provided their share of the tax bill is 30% or more of the total tax bill, has the right, in their own name or in the Association’s name, to file a complaint against the valuation of the property by appropriate proceedings; however, any complaint or contest does not authorize any Person to withhold payment of any tax or assessment as it becomes due.

(f) Utilities. The Association will pay all charges for water, gas, sewer, electricity, light, heat or power, telephone, and other services used, rented, or supplied to or in connection with the Central Facilities, the Common Elements, any other property owned by the Association, and the Surface Parking Areas. All such utility services are contracted for, metered, and billed by and to the Association.

(g) Insurance. The Association will obtain and keep in full force and effect the following insurance:

(i) Fire, extended coverage, vandalism, and malicious mischief insurance, of the type now generally known as full (or all) risk insurance, insuring all of the Central Facilities and all other improvements owned by the Association in an amount equal to at least 80% of the full replacement cost thereof, including the foundation and excavation costs of the swimming pool and of the paving and concrete work of any tennis courts and similar recreational areas, but excluding the foundations of any other buildings. The insurance may have a deductible clause in an amount reasonably determined by the Board and will be written with an agreed amount endorsement to eliminate the possibility of a co-insurance penalty.

(ii) General public liability insurance against claims for bodily injury or death occurring upon, in, or about the Central Facilities, the Limited Use Facilities (notwithstanding that the Owners of Units appurtenant to the Limited Use Facilities are required to maintain general public liability insurance for the Limited Use Facilities) and the
Common Elements and any other property the Association owns, controls, or maintains, the insurance to afford protection to the limit of not less than Two Million Dollars single limit for both bodily injury and death, and a limit of not less than Five Hundred Thousand Dollars with respect to property damage.

(iii) The Association may, but is not obligated to, obtain and maintain any additional and other insurance as the Board deems desirable, including directors and officers liability insurance.

(iv) The Association agrees, as long as the 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 the Association’s insurance, the rights, if any, of the Association against any Owner or Occupant, or against the employees, agents, licensees, or invitees of any of them with respect to the damage or destruction and with respect to any loss resulting therefrom are hereby waived to the extent of the proceeds of insurance received covering the damage or destruction.

(h) Rubbish and Garbage Removal. The Association is responsible for the collection of rubbish and garbage attributable to each Unit, in accordance with Rules to be adopted by the Association from time to time.

(i) Management. The Association will provide the management and supervision for the operation of the Common Elements, the Central Facilities, and Limited Use Facilities. The Association will 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 is not required to):

(i) Adopt Rules;

(ii) Engage employees and agents, including lifeguards and other attendants, “social directors,” attorneys, accountants and consultants, maintenance firms, and contractors;
(iii) Delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company. The delegation may be evidenced by a management contract that provides for the duties to be performed by the managing agent and for the payment to the managing agent of a reasonable compensation as a Common Cost as defined in Article IX of this Declaration. Upon the expiration of each management agreement, the Association may renew the management agreement or enter into a different agreement with the same or a different managing agent. No management agreement or renewal can be for a period longer than three years; and,

(iv) Enter or authorize its agents at reasonable times and with reasonable notice (except in emergencies) to enter in or upon any Unit, Condominium Building, or Apartment Building, at the Association's sole discretion, if an Owner or Occupant fails to keep or maintain the Unit, Condominium Building, or Apartment Building in a clean and safe condition as required by this Declaration for the purpose of performing said Owner's obligations for good maintenance and to charge the Owner the cost of performing said good maintenance including a charge for overhead and profit. The charge is added to and becomes part of the Assessment against the Unit or Apartment Building and is a lien upon the Unit or Apartment Building with the same force and effect as all other liens for Assessments provided in this Declaration.

(j) Construction of Additional Central Facilities. The Association may authorize the construction, alteration, renovation, modification, or reconstruction of the Central Facilities or Common Elements; however, the Association will not construct, alter, renovate, modify, or reconstruct any utility lines or private streets that serve an Apartment Building in any way that would result in a material interference with the use of the utilities or private streets by the Apartment Building Owner or Occupants, or their guests.

(k) Enforcement. The Association will, as and when the Board so determines, take actions reasonably necessary under the circumstances to enforce the Covenants, Conditions, and Restrictions set forth in this Declaration.

(l) Architectural Review Committee and Appeal. The Association will
implement the provisions of this Declaration with respect to the Architectural Review Committee.

(m) General. The Association will perform and carry out all other duties and acts reasonably necessary to give effect to and implement the intent of the provisions of this Declaration.

ARTICLE IX

COMMON COSTS – ASSESSMENTS

Section 9.1 Common Costs. Each Owner, whether or not it is so expressed in any contract, deed, or other conveyance, covenants and agrees to pay the Association an annual Assessment for Common Costs, as determined by the Board and in accordance with this Declaration to meet the Association's annual Common Costs. "Common Costs" means all of the costs and expenses the Association incurs in owning, maintaining, repairing, lighting, replacing, cleaning, painting, decorating, preserving, upgrading, administering, managing, operating, and leasing the Common Elements, the Central Facilities, the other property and improvements of the Association, and any other property in accordance with this Declaration, including the Roofs and Exterior Walls of the Residences and the Surface Parking Areas, as well as in carrying out the Association's responsibilities, duties, and obligations as set forth in this Declaration and the Bylaws. However, as provided for in Declaration Article IX, Section 9.2 and Exhibit F, not all Common Costs are to be assessed against all Owners. The Common Costs may include:

(a) The costs of all operating expenses of the Common Elements and Central Facilities and the services furnished to or in connection with the Common Elements and Central Facilities, including charges by the Association for any services furnished by it.

(b) The cost of management and administration of the Association, including fees paid to any management agent.

(c) The amount of all taxes, assessments, and other impositions levied or assessed against the Common Elements, Central Facilities, and Surface Parking Areas.

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(d) The cost of all insurance the Association carries.

(e) The cost of utilities and other services that the Association may provide, whether for the Common Elements, Central Facilities, or any other purpose.

(f) The cost of maintaining, replacing, and repairing the portions of the Exterior Walls, Roofs, and Surface Parking Areas the Association is required to maintain, repair, or replace in accordance with this Declaration, and the Central Facilities and the Common Elements, including all common utilities therein, and the costs of maintaining, repairing, and replacing all landscaping on the Common Elements, together with any equipment as the Board determines is necessary and proper in connection with the performance of the Association's obligations.

(g) The cost of funding all reserves established by the Association, including a general operating reserve and a reserve for capital expenditures.

(h) Any other costs, charges, and expenses that the Association determines to be necessary and appropriate within the meaning and spirit of this Declaration.

Section 9.2 Annual Budget and Annual Assessments. The Board will prepare or cause the preparation of an annual budget for the Association and will fix the amount of the annual Assessment against each Home Unit, Condominium Unit, and Apartment Building. The amount to be assessed against each Home Unit, Condominium Unit, and Apartment Building will be in accordance with the allocation of Common Costs set forth in Exhibit F. As provided in Exhibit F, some Common Costs are to be assessed against all Home Units, Condominium Units, and Apartment Buildings, some common costs are to be assessed only against Home Units and Condominium Units along with the respective Owner(s) of the Atrium I Apartments and Atrium II Apartments, and some common costs are to be assessed only against the Home Units and Condominium Units. Written notice of the annual Assessment will be sent to each Owner. Payment of Assessments may be required on a monthly, quarterly, semi-annual, or annual basis. The obligation to pay all Assessments is an independent covenant. No person liable for the payment of an Assessment may be exempt from liability for the payment of an Assessment by abandonment of any Unit or Apartment Building, or by the abandonment or waiver of any right to the use and enjoyment of the Central Facilities. Any amendments to Exhibit F must be made in
accordance with Declaration Article XVI, Section 16.7.

Section 9.3 Calculation of Annual Assessments to be paid by Owners.

(a) The annual Assessment for each Owner is determined by the ratio or percentage that the number of square feet of Floor Area in all Home Units, Condominium Units, and Apartment Buildings owned by the respective Owner bears to the total number of square feet of Floor Area of all Home Units, Condominium Units, and Apartment Buildings owned by all Owners, with adjustments to those calculations for the Apartment Buildings to be made in accordance with Part II on Exhibit F.

(b) The Association will maintain a record of the Floor Area of each Home Unit and Condominium Unit, as well as each Apartment Building. In the event of any discrepancy between the Association's records of the Floor Area for any Home Unit, Condominium Unit, or Apartment Building, and the records of any other entity, including Cuyahoga County or the City of Beachwood, the Association's records will control for the purpose of determining the Floor Area used in the calculation of Assessments. Every Owner hereby releases, indemnifies, and holds the Association, including the Board and management, harmless from and against any and all losses, damages, liabilities, claims, and expenses, including attorneys' fees, resulting from, arising from, or relating to any claims in connection with the calculation of any Floor Area, including any alleged claim of past overpayment of Assessments.

Section 9.4 Commencement of Payment of Assessments. In the event that an annual Assessment first becomes payable by an Owner on a date other than January 1 of any calendar year, then the annual Assessment for the calendar year will be prorated on a daily basis.

Section 9.5 Special Assessments.

(a) The Board has the right to levy special Assessments for construction of additional Central Facilities, improvement of the Common Elements, and otherwise provided that a given special Assessment is approved in accordance with the Bylaws.

(b) The Association has the right to levy special Assessments against
individual Owners and their Units or Apartment Building in the event the Association makes any repairs or replacements to their Unit or Apartment Building for which reimbursement of the costs and expenses are required to be made by the Owner of the Unit or Apartment Building. In addition, the Association has the right to levy a special Assessment against an individual Owner and their Unit or Apartment Building if the Association incurs any costs, expenses, or damages as a result of the failure of any Owner to comply with the Covenants, Conditions, and Restrictions set forth in this Declaration or the Rules.

Section 9.6 Failure to Pay Assessments When Due.

(a) In the event any Owner fails to pay any Assessment made by the Board within ten days after the same has become due and payable, the Board may, in its discretion and in addition to any other right or remedy conferred by law or contained herein or in the Bylaws, discontinue any or all utilities, services, and access to amenities to or for the Unit or Apartment Building owned by the Owner that may be included as part of the Common Costs. Any Assessment not paid within ten days after the same has become due and payable, is subject to a monthly administrative late charge established by the Board. Each Owner is also liable for any and all costs incurred by the Association in connection with the collection of delinquent Assessments from the Owner, including reasonable attorneys’ fees, monthly administrative late charges, court costs, and other related charges.

(b) The Association will credit any partial payment(s) made by the Owner for or on any Assessment or other charges due the Association in the following order of priority:

(i) To any interest owed to the Association;

(ii) To any administrative late fees owed to the Association;

(iii) To collection costs, attorney’s fees, and paralegal fees incurred by the Association; and, finally,

(iv) To the principal amounts the Owner owes to the Association for the Common Costs, or for special Assessments, including enforcement Assessments, chargeable against the Unit or Apartment Building.

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Section 9.7 Acceleration of Annual Assessment. In the event that any Owner defaults in full payment of any assessment allowed to be paid on an installment or monthly payment basis, the remaining balance of the annual Assessment applicable to the year in which default occurs will immediately become due and payable in full. Written notice of the amount due in full may be given by the Association to the Owner or such other obligor, but the failure to provide notice is not a waiver of the acceleration of full payment. In addition, the acceleration of the annual Assessment is applicable to each subsequent annual Assessment payable within 30 days after determination of the annual Assessment and continuing until the Board removes or withdraws the acceleration sanction.

Section 9.8 Creation of Lien and Personal Obligation. If a Person liable for the payment of an Assessment fails to pay the same when due, the Association will notify the Person, in writing, of their failure to make the payment. If the Assessment is not paid within 10 calendar days following the notification, the Assessment is "delinquent" and, together with the Other Charges will, upon "perfection" as provided in Declaration Article X, Section 10.1, become a continuing lien upon the portion of the Property owned or occupied by the Person(s) and a personal obligation of the Person(s) who have not paid the Assessment. A Co-Owner of a Lot(s), Unit(s), or Apartment Building is personally liable, jointly and severally, with all other Co-Owners for all Assessments made by the Association with respect to said Lot, Unit, or Apartment Building.

Section 9.9 Non-Liability of Foreclosure Sale Purchaser for Past Due Assessments. Where the holder of a first mortgage of record or its designee acquires an Ownership Interest as a result of foreclosure of the mortgage or of the acceptance of a deed in lieu of foreclosure, or where a purchaser at a foreclosure sale acquires an Ownership Interest, no such mortgagee, designee, or purchaser or its successors and assigns, are liable for the Assessments levied against the Owner of the Ownership Interest prior to its acquisition of the Ownership Interest by the mortgagee, designee, or purchaser or for the payment of any lien on the Ownership Interest prior to the acquisition. Any funds received on the judicial sale of the Ownership Interest in excess of the mortgage lien, the court costs, and the real estate taxes and assessments will be paid over to the Association to apply on all Assessments or liens of the Association owed by the Owner of an Ownership Interest prior to the judicial sale thereof, and the Owner's heirs, executors, administrators, personal representatives, successors, and assigns, are and remain personally and primarily liable, jointly and severally, for the Assessments and liens of the Association accruing against the judicially sold Ownership Interest prior to the date of the judicial sale, as provided in
this Article IX. Any lien for any unpaid Assessments is extinguished by any transfer in foreclosure or by any deed in lieu thereof, but any unpaid part of the Assessments or liens of the Association are deemed to be Common Costs and are assessed and levied against all of the Owners, including the Owner of the Ownership Interest foreclosed or transferred as aforesaid.

Section 9.10 Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of an Ownership Interest, the grantee of the Ownership Interest is jointly and severally liable with the grantor for all unpaid Assessments levied in accordance with this Declaration against the grantor and the Ownership Interest prior to the time of the grant or conveyance, without prejudice to the grantee’s right to recover from the grantor the amounts paid by the grantee therefor. However, any prospective grantee is, upon written request delivered to the Association’s President or Secretary, entitled to a statement from the Board setting forth the amount of all unpaid assessments due the Association and the grantee is not liable for, nor will the Ownership Interest conveyed be subject to a lien for, any unpaid Assessments that become due prior to the date of the making of the request if the same are not set forth in the statement. A devise of an Ownership Interest or the distribution of said Ownership Interest in accordance with the statute of Descent and Distribution is deemed to be a voluntary conveyance.

Section 9.11 Exemption from Assessments and Liens. Notwithstanding anything in this Declaration to the contrary, the following property is exempted from the Assessments and liens created herein: All properties to the extent of any easement or other interest therein dedicated and accepted by the City and devoted to public use.

ARTICLE X

LIENS

Section 10.1 Perfection of Liens. If any Owner fails to pay when due an Assessment levied in accordance with this Declaration or any other amount due in accordance with the provisions of this Declaration (the Owner referred to in this Article X as the “Delinquent Person”) and the Assessment or amount is delinquent in accordance with the provisions of this Declaration, the Board may authorize the perfection of a lien on the Ownership Interest of the Delinquent Person in the Property by filing for record with the Fiscal Office of Cuyahoga County, Ohio, a
Certificate of Lien. The Certificate of Lien will be in recordable form and will include the following:

(a) The name of the Delinquent Person.

(b) A description of the land owned by the Delinquent Person.

(c) The entire amount claimed, including the amount of any delinquency and Other Charges, together with interest at the highest interest rate permitted by law and any other amounts provided for in this Declaration.

(d) A statement referring to the provisions of this Declaration and lien authorization.

Section 10.2 Duration of Lien. The lien will remain valid for a period of five years from the time 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 brought to discharge the lien or unless an action for foreclosure has commenced with respect to the lien within said five year period.

Section 10.3 Priority. The lien provided for in this Declaration Article X takes priority over any lien or encumbrance subsequently arising or created, except for: a) liens for real estate taxes and assessments of political subdivisions, and b) liens of bona fide first mortgages, which have been filed for record. However, with respect to any bona fide first mortgage on a Unit or Apartment Building that is filed for record after the date of this Declaration, an amount equal to the lesser of the amount of the delinquency or six months of Common Cost Assessments levied against the Unit or Apartment Building, based on the budget adopted by the Association for the year in which the foreclosure action against the Unit or Apartment Building is commenced, plus the Association’s reasonable attorney’s fees, costs, and expenses related to the foreclosure, is prior to any lien or encumbrance previously arising or created by such bona fide first mortgage. The lien provided for in this Declaration Article X may be foreclosed in the same manner as a mortgage on real property in an action brought by or on behalf of the Association after authorization from the Board. In any foreclosure action, the Owner(s) of the Unit or Apartment Building affected is required to pay a reasonable rental for the Unit or Apartment Building during the pendency of the action, in addition to any Assessments otherwise chargeable against the Unit or Apartment Building, and the Association in the action is entitled to the
appointment of a receiver to collect the same. At any foreclosure sale, the Association, or its agent or nominee, is entitled to bid and acquire the Unit or Apartment Building. Any funds received on the judicial sale of the Delinquent Person's Ownership Interest in excess of the mortgage liens, the court costs, and tax and assessment liens will be paid over to the Association to the extent of its lien.

Section 10.4 Dispute as to Assessment. Any Person who believes that any Assessment levied by the Association for which the Association has filed a Certificate of Lien has been improperly determined, may bring an action in the Court of Common Pleas of Cuyahoga County, Ohio, for discharge of all or any portion of the lien; but until a court or arbitrator determines that the lien is improper, the lien will continue until the lien is paid in full; and the Association may counterclaim in the action for foreclosure of the amount of lien found to be due.

Section 10.5 No Waiver Implied. The creation of a lien upon any Ownership Interest owned by a Delinquent Person will not waive, preclude, nor prejudice the Association from pursuing any and all other remedies granted to it elsewhere in this Declaration, at law, or in equity.

Section 10.6 Personal Obligations. The obligations created in accordance with this Declaration are and remain the personal obligations of the Delinquent Person until fully paid, discharged, or abated as well as being obligations that run with the land and are binding on the heirs, executors, administrators, personal representatives, successors, and assigns of the Delinquent Person.

ARTICLE XI

EASEMENTS

Section 11.1 Utility Easements. The Declarant granted the Association a blanket easement upon, across, over, through, and under the Property for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems, including water, sewer, energy, drainage, gas, telephone, electricity, television, cable, and communication lines and systems. By virtue of this easement, the Association, or the providing utility or service company if authorized by the Association, is permitted to install and maintain facilities and equipment on the Property, to excavate for those purposes, and to affix and maintain wires, circuits, and conduits on, in, and under the Roofs and Exterior Walls of buildings and other
structures constructed within the Property; however, the utility or service company must restore disturbed areas to the condition in which they were found. Notwithstanding anything to the contrary contained in this Article XI, Section 11.1, no sewers, electrical lines, water lines, or other utility service lines or facilities for the utilities may be installed or relocated, except as approved by the Architectural Review Committee. The blanket easement described in this Article XI, Section 11.1 is not applicable to the property described in Exhibit E (Easthaven at the Village). The Property described in Exhibit E (Easthaven at the Village) is and will be, however, a beneficiary of any easements created on the remaining Property.

Section 11.2 Easements for Ingress and Egress. There is hereby created a blanket easement upon, across, over, and through the sidewalks, walkways, roads, bike paths, all purpose trails, and parking areas in favor of the Association, all Owners and Occupants, and the guests, licensees, and invitees of those parties for pedestrian and vehicular ingress and egress to and from all of the various portions of the Property. However, nothing in this Article XI, Section 11.2 is deemed to authorize a trespass upon a Lot, title to which is held by an Owner for the Owner's private use, and nothing herein will permit access to North Woodland Road, which is prohibited in Declaration Article III, Section 3.27. The easements described in this Article XI, Section 11.2 are not applicable to the real property described in Exhibit E (Easthaven at the Village). The property described in Exhibit E (Easthaven at the Village) is and will be, however, a beneficiary of any easements created on the remaining Property.

Section 11.3 Open Space: Central Facilities And Limited Use Facilities.

(a) All Owners, Occupants, and the guests of those parties have the right to enter upon, use, and enjoy the Common Elements and Central Facilities for their intended purposes in accordance with this Declaration and the applicable Rules.

(b) All Owners, Occupants, and the guests of those parties have the right to enter upon, use, and enjoy the Limited Use Facilities designated for their use in accordance with this Declaration and the applicable Rules.

(c) Anything in this Declaration to the contrary notwithstanding except for uses of Central Facilities in accordance with the easements granted in Article XI, Sections 11.1 and 11.2 above, Owners and Occupants of Easthaven at the Village and their guests are not permitted to use the Central Facilities or Limited Use Facilities, the use of which is limited to Owners and
Occupants of any of the remaining Property and their guests. Use of all portions of Easthaven at the Village is limited to Owners and Occupants of Easthaven at the Village and their guests.

Section 11.4 Easements for Inspection, Construction, Alterations, Maintenance. Easements are hereby created upon portions of the Common Elements necessary in connection with the inspection, construction, alteration, rebuilding, restoration, maintenance, and repair of any Residence, Central Facility, Limited Use Facility and other structures and improvements within The Village; however, in the exercise of any rights under this easement, there can be no unreasonable interference, as the Board so determines, with the use of any building or structure on the Property. Any Person benefiting from the foregoing easement will indemnify, defend, and save harmless the Association, and each Owner, from and against any and all losses, damages, liabilities, claims, and expenses, including reasonable attorneys’ fees resulting from any construction, rebuilding, alteration, restoration, maintenance, and repair within The Village. Any Person benefiting from the foregoing easement must also repair, or pay for the cost of repair, any damage caused in connection with the activities to the Association’s satisfaction.

Section 11.5 Right of Inspection and Access. The Association, through the Board, the members of the Architectural Review Committee, and any agent or employee of any of them, has an easement for and may at any reasonable time or times, enter upon any of the land in The Village, including any improvements, buildings, and structures therein, for the purpose of inspecting, improving, installing, constructing, altering, repairing, maintaining, replacing, remedying, and curing any condition, structure, or building, or any part thereof, in accordance with the provisions of this Declaration.

Section 11.6 Easements for Encroachments on the Common Elements. Easements are hereby created for any balcony, Roof, or other portion of a Unit or structure that extends over the Common Elements as long as the same was shown on the plans and specifications approved by the Architectural Review Committee. Easements are also created on the Common Elements resulting from the construction, installation, settling, or natural shifting of any Unit or other building or structure in The Village on the Common Elements so long as the same were inadvertently or unintentionally created.

Section 11.7 Lake Easement. There is hereby created an easement for the benefit of the Owners and Occupants of the Property and guests of those parties (the
“Beneficiaries”) in and over all of the lake and property located on the south side of the lake described in Exhibits G and G-1 (the “Lake”), but excluding the land comprising the north shore of the Lake and ending at the water line on the north side of the Lake (the “Lake Easement Property”) for use by the Beneficiaries for recreation purposes and other purposes as the Association may approve. The encroachments of decks and patios on the south side of the Lake existing as of the date of this Declaration are hereby deemed approved and permitted. The use of the Lake included in this Easement is subject to the limitations set forth in Declaration Article III, Section 3.25. However, the Owner of the property described in Exhibit E (Easthaven at the Village) has the right to install decorative fountains and related equipment in the Lake and have the responsibility to maintain the fountains and related equipment in good operating and safe and sanitary conditions. The Association will at all times maintain and repair the Lake Easement Property in accordance with all laws, rules, or regulations of any governmental agency having jurisdiction and will maintain the Lake Easement Property in a reasonably safe, neat, clean, and sanitary condition at all times. The cost of the maintenance and repair of the Lake will be treated as a Common Cost in accordance with Article IX and paid in accordance with Exhibit F. The Association will indemnify and save harmless the Owner of the property described in Exhibit E (Easthaven at the Village) from and against any and all losses, damages, liabilities, claims, and expenses, including reasonable attorneys’ fees resulting from any claims in connection with the Lake Easement Property or any failure to maintain and repair the Lake Easement Property in accordance with the foregoing. The Association will maintain public liability insurance policies naming the indemnities described above in an amount as may be determined by the Board but not less than One Million Dollars per person.

ARTICLE XII

REMEDIES OF THE ASSOCIATION

Section 12.1. Suspension of Rights. If any Person fails to pay an Assessment when due, the Person, the Occupants, or any and all Residences owned by the Person and their guests are not entitled to use the Common Elements (but are entitled to use roads, accessways, and utilities), Central Facilities, and the Limited Use Facilities designated by the Board until said assessment is fully paid.
Section 12.2. Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision contained in this Declaration or in the Bylaws, gives the Board, on behalf of the Association, in addition to the rights hereinafter set forth in this Declaration Article XII, the right:

(a) To enter upon the Common Elements, including the Limited Common Elements, and any Residence, or portion thereof, upon which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the Owner of the Residence, any personal property, structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, the Bylaws, or the Rules, and the Association, its Board, or its agents, is not thereby 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 suspend an Owner’s (including any Occupant(s), tenant(s), or resident(s) of the Residence) use of the Common Element amenities or benefit of Association services; and,

(d) To promulgate Rules to effect and to cause the effectuation of reasonable sanctions, including the imposition of reasonable enforcement Assessments, as may be further defined in the Rules or Chapter 5312, payable to the Association after notice and a reasonable opportunity to request a hearing (and if so requested, to be actually heard) is provided;

all as may be deemed necessary or proper to secure and compel compliance with the Declaration, Bylaws, or Rules, as well as to deter continued non-compliance with the Declaration, Bylaws, or Rules.

Section 12.3 Past Due Assessments. If any person fails to pay any Assessment when due or upon delinquency in payment of any other costs due under this Declaration, the Association may pursue any or all of the following remedies, which are in addition to any other remedy available in this Declaration, at law or in equity:

(a) Assess against the Owner “liquidated damages” not to exceed 15% of the amount of the delinquency or $100.00, per month, whichever is greater, said amount to be determined by the Board. The liquidated damages are
deemed to be in addition to the Other Charges.

(b) Sue and collect from the Person the amount due and payable, together with the Other Charges.

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

Section 12.4. Cost of Enforcement. If any Owner (either by their own conduct or by the conduct of any Occupant(s), tenant(s), resident(s), guest(s), or employee(s) of their Residence) violates any provisions in this Declaration, the Bylaws, or Rules, the Owner will pay to the Association, in addition to any other sums due, including all costs of repair or removal and any enforcement Assessments, all costs and expenses the Association incurs in connection with the enforcement of the provision or Rule, including reasonable attorneys’ fees and court costs. The costs and expenses will be charged as an Assessment against the Owner’s Residence. The Association, in addition to all other remedies available, has the right to place a lien upon the estate or interest of the Owner for all costs and charges provided for in this Declaration Article XII, as further explained and set forth in Declaration Article X.

Section 12.5 Cure By Association. If any Owner fails to perform any act that they are required to perform by this Declaration, the Bylaws, or the Rules, the Association, through the Board, may, but is not obligated to, undertake the performance or cure the violation, and will charge and collect from that Owner the entire cost and expense, including reasonable attorneys’ fees, the Association incurs. Any amount is deemed to be a special Assessment upon the Owner and is due and payable when the payment of the Assessment next following notification of the charge becomes due and payable, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for Common Costs.

Section 12.6 Eviction By Association. The Association may initiate eviction proceedings, in accordance with Chapters 5321 and 1923 of the Revised Code as well as any applicable City codes or regulations, to evict a tenant of a Home Unit for a violation of any Rule or Declaration or Bylaws’ restriction or covenant. The Association will bring the action, as the Home Unit Owner’s agent, in the name of the Home Unit Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association will give the Home Unit Owner at least ten days prior, written notice of the intended eviction action. The costs of any eviction
action, including reasonable attorneys' fees, will be charged to the Home Unit Owner and is the subject of a special assessment against the offending Home Unit and made a lien against that Home Unit.

ARTICLE XIII

CONDOMINIUM

Section 13.1 No Condominiums Without Association's Consent. No condominium will be formed within The Village without first obtaining the Association's prior written consent. The Association reserves the right to approve all Condominium Declarations, Bylaws, Drawings, and Disclosure Statements and any amendments thereto. Each developer or declarant of a condominium association will submit a proposed Declaration of Condominium Ownership, Bylaws, Drawings, and Disclosure Statement, and any amendments thereto, to the Association for approval prior to offering any condominium units for sale; and any condominium documents (or any modification thereof) not approved by the Association are null and void.

Section 13.2 Condominium Associations – Duties – Rights.

(a) The condominium association created in connection with a condominium is responsible for the maintenance and repair of all interior common elements of the Condominium Building, and all other repairs and replacements within the condominium project that Owners of Home Units are responsible for and for insuring the buildings(s) in which the condominium is located in accordance with the requirements of Declaration Article VI. The Village Association is responsible for the maintenance and repair of the non-structural portions of the Roof and Exterior Walls (unless caused by a fire or other casualty required to be insured against in accordance with Declaration Article VI or the negligence or acts of a Unit Owner, Occupant, or guest) in the same manner and to the same extent as the Association maintains and repairs the same for Home Units.

(b) The condominium association may have Limited Use Facilities within the Common Elements adjacent to the condominium building in the same manner and subject to the same conditions and Rules as Owners of Home Units may have for Limited Use Facilities. The condominium association is liable and responsible to The Village Association for any costs attributable to
any remedial action, repairs, or other actions undertaken by The Village Association with respect to the Limited Use Facilities appurtenant to the condominium; and if the condominium association does not pay any amounts due, then the Owners within the condominium are liable for and subject to the same liens, jointly and severally, as are Owners of Home Units.

ARTICLE XIV

TRANSFER OF UNITS AND CONTACT INFORMATION

Section 14.1 Transfer of Unit and Apartment Building Requirements. The Association does not have a right of first refusal with respect to the purchase or any other conveyance, whether by gift, involuntary sale, or otherwise, of a Home Unit, Condominium Unit, or Apartment Building. However, to protect the value of the community as a whole, prior to the transfer of title to a Home Unit, Condominium Unit, or Apartment Building, the Owner of the respective property must notify the Association of the pending transfer at least 5 business days before the title transfer and submit to the Association:

(a) a copy of the executed sales or purchase agreement for the Home Unit, Condominium Unit, or Apartment Building;

(b) payment in full to the Association of all outstanding Assessments and other charges levied against the Home Unit, Condominium Unit, or Apartment Building and that are due or become due up until the date of transfer of the Home Unit, Condominium Unit, or Apartment Building;

(c) a written verification that the new Owner has received a set of governing documents, including the Declaration, Bylaws, and Rules (a set of such documents may be obtained from the Association for a reasonable charge); and,

(d) the new Owner's name, home (for Home Units and Condominium Units) address, electronic mail address, regular U.S. mail mailing addresses, as well as the name, business address, and business telephone number of any person who manages the Owner's Home Unit, Condominium Unit, or Apartment Building as an agent of that Owner.

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The transfer of title to a Home Unit, Condominium Unit, or Apartment Building is conditioned on the prior compliance with the above requirements. But, the above requirements do not apply to a transfer of title: (a) from the sheriff as part of a foreclosure sale; (b) to a Mortgagee as a deed in lieu; (c) to a trust for the Unit Owner or Apartment Owner; or, (d) to the children, parents, or siblings, whether by blood, marriage, or adoption, or spouse of a Home Unit or Condominium Unit Owner. The Board may adopt and enforce Rules and definitions in furtherance, but not in contradiction, of the above provisions, including rules to address and eliminate attempts to circumvent the meaning or intent of this Article XV.

Section 14.2 Contact Information. Within 30 days after a change in any information stipulated in Declaration Article XIV, Section 14.1(d), an Owner must notify the Association, in writing, of the change. When the Board requests, an Owner must verify or update the information. Contact information provided by Owners to the Association is confidential and the Association will not distribute or otherwise share any of the contact information received from Owners to any Person, except as needed in accordance with the Association’s maintenance, operation, and administration of The Village or the Association itself, and as required by law.

ARTICLE XV

GENERAL PROVISIONS

Section 15.1 Covenants Run with the Land: Binding Effect. All of the easements, covenants, and restrictions that are imposed upon, granted, and reserved in this Declaration (including payment of Assessments) constitute easements, covenants, and restrictions running with the land and are binding upon every subsequent transferee of all or any part thereof including grantees, tenants, and Owners. Each grantee accepting a deed or tenant accepting a lease (whether oral or written) that conveys any interest in any portion of the Property whether or not the same incorporates or refers to this Declaration, covenants for themselves, their heirs, personal representatives, successors, and assigns to observe, perform, and be bound by the provisions of this Declaration.

Section 15.2 Duration of Easements, Covenants, and Restrictions. The term of this Declaration, including the provisions of Declaration Article III that are imposed, granted, and reserved upon all or any part of the Property by this Declaration, ends upon the date all of the Owners of all of the real property within the Property and the
City agree, in writing in recordable form, to terminate this Declaration and the
writing is filed with the Cuyahoga County Fiscal Office.

Section 15.3 Plural Owners. In the event that any Owner holds title to any
portion of the Property as a joint tenant, tenant in common, tenant by the entirety,
or in any other manner with one or more other Persons (referred to as a “Co-Owner”),
the signature of any one of the Co-Owners is binding upon and is effective as an
authorization from all of the other Owners of the portion of the Property. In addition,
the vote cast at any meeting of the Association by one Co-Owner is binding upon and
is effective as an authorized vote from all of the Co-Owners of the portion of the
Property. If two or more Co-Owners vote, their vote is divided equally among them
unless they otherwise agree in writing delivered to the Association’s Secretary at the
time immediately prior to the taking of the vote; for example, if four Persons have
three votes and if each of the four Persons votes, the votes of each Person are $\frac{3}{4}$ of a
vote.

Section 15.4 Notices.

(a) Service of Notices on the Board and Association. Notices required
to be given to the Board or Association must be delivered personally or by
regular U.S. mail, with postage prepaid, to the Board President, to any two
other Board members, to the Association at the address of the Property, to the
Association’s manager or management company, if any, or to any other address
as the Board may designate by a written notice to the Owners.

(b) Service of Notices on Owners. Unless otherwise expressly
provided for in this Declaration or the Bylaws, any notice required or permitted
by the Declaration or Bylaws to any Owner will be in writing and is deemed
effectively given when the notice is (i) personally delivered to the Owner, (ii)
placed under or attached to the front or main entry door of the Owner’s Unit
or Residence, (iii) sent by regular U.S. mail, first-class postage prepaid, to the
Owner’s Residence address or to another address the Owner designates in
writing to the Board, or (iv) delivered in accordance with Article XV, Section
15.4(c) below. If there is more than one person owning a single Residence, a
notice given to any one of those several persons is deemed to have been given
personally to all of the persons owning an interest in the Residence.
(c) **New Communication Technologies.**

(i) Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted or approved by the Board, as well as by Ohio and federal law, now or in the future, in addition to the methods described in Article XV, Section 15.4(a) and (b) above, the following may be accomplished using electronic mail or other transmission technology available at that time that is a generally accepted business practice:

(A) any notice required in the Declaration or Bylaws to be sent or received;
(B) any signature, vote, consent, or approval required to be obtained; and,
(C) any payment required to be made by the Declaration or Bylaws.

(ii) The use of electronic mail or other transmission technology is subject to the following:

(1) The Association may use electronic mail or other transmission technology to send any required notice only to Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices, including any notice of delinquency of any payment due, in accordance with Article XV, Section 15.4(b)(i) through (iii) above.

(2) For voting on the election of Board members, if provided for in the Bylaws, the Association may provide for voting by electronic mail or other transmission technology. However, if the Association cannot assure the anonymity of an Owner's vote, the Association must provide the Owner with the option of casting an anonymous printed ballot.
(3) An electronic mail or other transmission technology to an Owner is not considered delivered and effective if the Association’s transmission to the Owner fails two consecutive times, e.g. the Association receives an “undeliverable” or similar message, or the inability to deliver the transmission to the Owner becomes known to the person responsible for sending the transmission. If the electronic mail or other transmission technology is not delivered or effective, the Association will deliver the notice or other communication to the Owner in accordance with Article XV, Section 15.4(b)(i) through (iii) above.

Section 15.5 Enforcement – Waiver. Enforcement of the easements, covenants, and restrictions may be by any proceeding at law or in equity against any Person or Persons violating or attempting to violate any Covenant or Restriction, either to restrain violation or to recover damages and against the Person or Ownership Interest, or to enforce any lien created by the covenants of this Declaration. The failure by the Association or any one permitted by this Declaration to enforce any Covenant or Restriction herein contained is in no event deemed a waiver of the right to do so thereafter.

Section 15.6 Construction of the Provisions of this Declaration. The Association (or the Architectural Review Committee, where specifically authorized herein to act), has the right to construe and interpret the provisions of this Declaration and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation is final and binding as to all Persons or property that benefit or that are bound by the provisions hereof. Any conflict between any construction or interpretation of the Association or the Architectural Review Committee and that of any Person or entity entitled to enforce the provisions hereof is resolved in favor of the construction or interpretation of the Association or the Architectural Review Committee, as the case may be. Nothing set forth in this Declaration deprives any Person from enforcing any of their legal or equitable remedies notwithstanding any contrary interpretation by the Association or Architectural Review Committee.

The Association (and the Architectural 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 Rules and in making any findings, 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 Architectural Review Committee will take into consideration the best interests of the Owners, tenants, and Occupants of the Property to the end that the Property is preserved and maintained as a high quality, residential community.

**Section 15.7 Amendments.** The terms and conditions of this Declaration may be amended, annulled, or waived by an instrument in writing recorded in the public records of Cuyahoga County, Ohio, in the following manner and subject to the following conditions:

(a) Subject to subparagraph (b) of this Article XV, Section 15.7, an amendment, annulment, or waiver of any provision of this Declaration has been approved by not less than two-thirds of the Board present at a duly called and held special, general, or annual Board meeting at which a quorum was present in person or by proxy.

(b) The Association has the right to amend this Declaration, the Articles of Incorporation, and the Bylaws without the consent or any Person to correct errors of omission or commission or as required to comply with the requirements or any institutional lender or purchaser of mortgages in the secondary market, including, but not limited to, Federal National Mortgage Associations ("FNMA"), the Government National Mortgage Association ("GNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), the Department of Housing and Urban Development ("HUD"), the Federal Housing Association ("FHA"), the Veterans Administration ("VA"), or any other government agency public, quasi-public, or private entity (e.g., commercial banks, savings and loan associations, insurance companies, pension funds, investment banking firms, mortgage pools, master limited partnerships, and real estate investment trusts).

(c) Except as stated above, the Articles of Incorporation and Bylaws of the Association may be amended in the manner so provided in those documents.

(d) All amendments of this Declaration are binding upon all Owners and Occupants of any part of the Property and any persons claiming by or through said Owners or Occupants, including all mortgagees and grantees, whether or not the amendments were made before or after a Person became an Owner or Occupant of any part of the Property; and each Owner or Occupant and prospective Owners or Occupants are deemed to have knowledge of each
amendment. Any Owner, Occupant, or interested Person has the right to obtain a copy of the Declaration and all amendments thereto, by writing the Association. The Association has the right to charge a reasonable sum to cover its expenses in furnishing any documents, including, by way of example and not as a limitation, minutes of any meeting of the Board, the Annual Meeting minutes, the Declaration, any amendments thereto, the Bylaws of the Association, and any amendments thereto.

(e) Notwithstanding anything herein to the contrary, any amendments that change the percentage allocations set forth in Exhibit F require the affirmative vote of all of the Board members, whether present or not, who represent the area whose percentage is intended to be affected.

Section 15.8 Requests for Information by Mortgagees. The Association will make reasonable good faith efforts to supply information requested in writing by any mortgagee, which information may be related to or affect the property upon which the requesting mortgagee has a lien.

Section 15.9 Severability. Invalidity or unenforceability or any provision hereof will in no way affect the validity or enforceability of any other provision.

Section 15.10 Construction. Wherever the masculine singular form of the pronoun is used in this Declaration or the attached Bylaws, it will be construed to mean the masculine, feminine, or neuter, singular or plural, as the context so requires. As used in this Declaration and the Bylaws, the following applies:

(a) The word “will” indicates a mandatory obligation to do or not do a given action; the word “will” meaning the same as “must,” “shall,” or “is required to,” unless specifically provided for otherwise in the context it is used.

(b) The words “they,” “their,” “them,” and the like are used as both plural and singular pronouns, which include and encompass the singular “he,” “she,” “his,” “her,” “him,” and the like.

(c) The words “include,” “includes,” and “including” mean “including, but not limited to,” “including, without limitation,” and any other variation of those phrases.

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EXHIBIT A

The Park Development, Beachwood, Ohio

Zoning Classification Map Dated May 17, 1979
ZONING CLASS U-2

23.684 ACRE

ROAD

DUE NORTH 60'

DUE NORTH

60'

N. 69' 43' 0" W 770.00'

O. L. 10 TWP.

O. L. 20 TWP.

N. 69' 43' 0" W 770.00'

DUE NORTH 292'

DUE NORTH

292'

O. 900.00' S

A. 994.25' T.W.

E. 38201.58'

G. 69' 43' 0" W 770.00'

DUE NORTH 100'

DUE NORTH

100'

S. 69' 43' 0" E 20.00'

S. 69' 43' 0" E 20.00'

DUE NORTH 100'

DUE NORTH

100'

S. 69' 43' 0" E 20.00'

S. 69' 43' 0" E 20.00'

DUE NORTH 100'

DUE NORTH

100'
PARCEL V
29.643 AC.
ZONING CLASS U-2

\( \theta = 30^\circ, \phi = 34^\circ, 35^\prime, 11^\prime \)
\( \psi = 100^\circ, 05^\prime, 10^\circ, 30^\prime \)
\( \phi = 206^\circ, 92^\prime, 17^\prime, 11^\prime, 36^\prime, N \)
EXHIBIT A TO
THE MASTER DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
OF THE VILLAGE, A PLANNED RESIDENTIAL
COMMUNITY, BEACHWOOD, OHIO DATED
JANUARY 30, 1984
THE MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF THE VILLAGE, A PLANNED RESIDENTIAL COMMUNITY, BEACHWOOD, OHIO DATED JANUARY 30, 1984

The "Property" as defined in the Master Declaration consists of all of the land shown in Parcels V, VI, VII, VIII and IX together with the portion hatched on Parcel III.

DEVELOPMENT

OHIO

ASSIFICATION MAP

MAY 17, 1979

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143.545

1,096

1,215

JOB NO. 865-8
SITUATED IN THE CITY OF BEACHWOOD, COUNTY OF CUYAHOGA AND STATE OF OHIO FURTHER KNOWN AS BEING PART OF ORIGINAL WARRIVILLE TOWNSHIP LOTS No. 10 AND 20 FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN MONUMENT BOX AT THE INTERSECTION OF THE CENTRAL LINE OF RICHMOND ROAD AND THE SOUTH LINE OF SAID ORIGINAL LOT No. 10, SAID MONUMENT BEING 2,667.98 FEET DUE SOUTH ALONG THE CENTRAL LINE OF RICHMOND ROAD FROM THE CENTRAL LINE OF CEDAR ROAD; THENCE 30°05'16"W, 1,846.89 FEET ALONG THE CENTRAL LINE OF RICHMOND ROAD TO A POINT OF INTERSECTION WITH THE WESTERN EXTENSION OF THE NORTH LINE OF THE RAPID TRAMWAY LAND SALES CO'S SUBDIVISION NO. 35 RECORDED IN VOLUME 141, PAGE 33 OF CUYAHOGA COUNTY MAP RECORDS; THENCE 289°39'23"E, 610.00 FEET ALONG SAI D NORTH LINE TO THE PLACE OF BEGINNIN G OF THE PARCEL HEREIN CONTAINED:

**Course No. 1** - Thence N24°05'12"E, 404.36 feet to a point on the central line of the interior loop drive; .........

**Course No. 2** - Thence S34°13'11"E 61.95 feet along said central line to a point of curvature;

**Course No. 3** - Thence along said curved central line deflecting to the left having a radius of 250.00 feet, a chord bearing N75°18'25"E, 470.75 feet, an arc distance of 611.54 feet to a point of reverse curvature;

**Course No. 4** - Thence along said curved central line deflecting to the right having a radius of 400.00 feet, a chord bearing N27°10'00"E, 306.13 feet, an arc distance of 314.16 feet to a point of tangency;

**Course No. 5** - Thence N50°00'00"E, 315.62 feet along said central line to a point of curvature;

**Course No. 6** - Thence along said curved central line deflecting to the left having a radius of 350.00 feet, a chord bearing N35°04'10"E, 180.32 feet, an arc distance of 182.38 feet to a point of reverse curvature;

**Course No. 7** - Thence along said curved central line deflecting to the right having a radius of 350.00 feet, a chord bearing N52°14'20"E, 375.37 feet, an arc distance of 306.16 feet to a point of reverse curvature;

**Course No. 8** - Thence along said curved central line deflecting to the left having a radius of 350.00 feet, a chord bearing N21°04'21"E, 628.77 feet, an arc distance of 701.02 feet to a point;
LEGAL DESCRIPTION
PROPOSED ZONING CLASS UI-A1
MAP DESIGNATION PARCEL VI (Exhibit "A")

Course No. 9 - Thence N47°08'42"E, 134.49 feet to a point;

Course No. 10 - Thence N0°20'13"E, 160.00 feet to a point;

Course No. 11 - Thence N45° 20'12"E, 250.00 feet to a point on the west line of a parcel of land conveyed to the Jewish Orthodox Home for the Aged by deed recorded in Volume 11816, Page 263 of Cuyahoga Deed Records;

Course No. 12 - Thence S0°19'06"W, 1065.26 feet along said line to the northeast corner of a parcel of land conveyed to A. & A. Schager, recorded in Torrens Certificate No. 7322;

Course No. 13 - Thence N89°43'30"W, 199.90 feet along the north lines of said Schager parcel and of a parcel of land conveyed to J. Krantz, recorded in Torrens Certificate No. 75977, to the northwest corner therein;

Course No. 14 - Thence S0°19'47"W, 75.11 feet along the west line of said Krantz parcel to a point of curvature therein;

Course No. 15 - Thence along the curved west line of said Krantz parcel deflecting to the left, having a radius of 250.01 feet, a chord bearing S18°22'10"E, 166.86 feet, an arc distance of 189.86 feet to a point of compound curvature therein;

Course No. 16 - Thence along the curved west line of said Krantz parcel deflecting to the left, having a radius of 28.37 feet, a chord bearing S09°30'25"E, 18.75 feet, an arc distance of 42.63 feet to a point on the north sideline of North Woodland Road (60 feet wide);

Course No. 17 - Thence along the curved north sideline of North Woodland Road, deflecting to the left, having a radius of 756.20 feet, a chord bearing S24°16'48"E, 12.70 feet, an arc distance of 12.70 feet to a point of tangency;

Course No. 18 - Thence S42°41'07"W, 78.95 feet along said north sideline to the southeast corner of a parcel of land conveyed to C. & P. Vialhaber, recorded in Torrens Certificate No. 11341;

Course No. 19 - Thence along the curved east line of said Vialhaber parcel deflecting to the left, having a radius of 14.84 feet, a chord bearing S24°47'30"E, 21.40 feet, an arc distance of 23.43 feet to a point;

Course No. 20 - Thence N37°06'08"W, 26.92 feet along the east line of said Vialhaber parcel to a point of curvature therein;

Exhibit "B" - Page 2
THE C. W. COURTNEY COMPANY

LEGAL DESCRIPTION
PROPOSED ZONING CLASS UI-AL
MAP DESIGNATION PARCEL VI (Exhibit "A")

Course No. 21 - Thence along the curved east line of said Vialhaber parcel deflecting to the right, having a radius of 310.01 feet, a chord bearing N21°57'14"W, 158.28 feet, an arc distance of 150.05 feet to a point of reverse curvature therein;

Course No. 22 - Thence along the curved east line of said Vialhaber parcel deflecting to the left, having a radius of 20.00 feet, a chord bearing N31°44'15"W, 24.83 feet, an arc distance of 26.12 feet to the northeast corner therein;

Course No. 23 - Thence W89°46'41"W, 107.00 feet along the north line of said Vialhaber parcel to the northwest corner therein;

Course No. 24 - Thence S0°13'17"W, 159.04 feet along the west line of said Vialhaber parcel to a point on the north line of a parcel of land conveyed to P. Miller, recorded in Torrens Certificate No. 96081;

Course No. 25 - Thence S73°57'17"W, 96.95 feet along the north line of said Miller parcel to the northwest corner, also being the northwest corner of a parcel of land conveyed to J. R. Voss; recorded in Torrens Certificate No. 118210;

Course No. 26 - Thence S42°41'07"W, 100.00 feet along the north line of said Voss parcel to the northwest corner therein, being on the east line of a parcel of land conveyed to E. Larich, recorded in Torrens Certificate No. 6973;

Course No. 27 - Thence N47°18'53"W, 57.24 feet along the east line of said Larich parcel to the northwest corner therein;

Course No. 28 - Thence S73°08'52"W, 78.11 feet along the north line of said Larich parcel to a point;

Course No. 29 - Thence S27°20'14"W, 241.26 feet along the north line of said Larich parcel, of a parcel of land conveyed to E. Golden, recorded in Torrens Certificate No. 83793 and of a parcel of land conveyed to W. Sweeney recorded in Torrens Certificate No. 119551 to the northwest corner therein, being on the east line of a parcel of land conveyed to E. & H. Sawicki, recorded in Torrens Certificate No. 119781;

Course No. 30 - Thence N47°18'53"W, 24.70 feet along the east line of said Sawicki parcel to the northeast corner therein;

Course No. 31 - Thence S27°20'14"W, 170.31 feet along the north line of said Sawicki parcel to the northeast corner therein;

Exhibit "B" - Pago 3
THE C. W. COURTNEY COMPANY

LEGAL DESCRIPTION

PROPOSED TUNING CLASS U1-A1
MAP DESIGNATION PARCEL VI (Exhibit "A")

(continued)

Course No. 17 - Thence along the curved west line of said Sawicki parcel deflecting to the right, having a radius of 783.28 feet, a chord bearing S5°59'16"W, 204.20 feet, an arc distance of 205.00 feet to a point;

Course No. 18 - Thence S47°18'53"W, 20.00 feet along said west line to point of curvature therein;

Course No. 19 - Thence along the curved west line of said Sawicki parcel deflecting to the left, having a radius of 20.00 feet, a chord bearing N87°41'07"W, 23.28 feet, an arc distance of 31.42 feet to the north sideline North Woodland Road (60 feet wide);

Course No. 20 - Thence S42°41'07"W, 90.00 feet along said north sideline to the southeast corner of a parcel conveyed to W. & J. Leavensworth, recorded Torrens Certificate No. 79754;

Course No. 21 - Thence along the curved east line of said Leavensworth parcel deflecting to the left, having a radius of 20.00 feet, a chord bearing N2°18'51"W, 18.38 feet, an arc distance of 31.42 feet to a point;

Course No. 22 - Thence N47°18'53"W, 20.00 feet along the east line of said Leavensworth parcel to a point of curvature therein;

Course No. 23 - Thence along the curved east line of said Leavensworth parcel deflecting to the left, having a radius of 713.18 feet, a chord bearing N38°26'10"W, 276.11 feet, an arc distance of 277.87 feet to the northwest corner therein;

Course No. 24 - Thence S0°13'17"W, 210.98 feet along the west line of said Leavensworth parcel to the southwest corner therein;

Course No. 25 - Thence S88°46'43"E, 53.01 feet along the south line of said Leavensworth parcel to the northwest corner of a parcel of land conveyed W. & J. Leavensworth by deed recorded in Volume 8583, Page 252 of Cuyahoga County Deed Records;

Course No. 26 - Thence S0°20'38"W, 200.24 feet along the west line of said Leavensworth parcel to the north sideline of North Woodland Road (60 feet wide)
LEGAL DESCRIPTION
PROPOSED MINING CLAIM U1-A1
MAP DESIGNATION PARCEL U7 (Exhibit "A")

Course No. 42 - Thence S41°31'48"W, 93.22 feet along the north sideline of North Woodland Road (60 feet wide) to the northeast corner of a parcel of land conveyed to E. E. Bennett by deed recorded in Volume 1436, page 198 of Cuyahoga County Deed Records;

Course No. 43 - Thence N89°39'22"W, 397.46 feet along the north line of said Bennett parcel to the northeast corner therein;

Course No. 44 - Thence S0°36'18"W, 225.03 feet along the west lines of said Bennett parcel and of a parcel of land conveyed to J. & M. Curwens by deed recorded in Volume 14251, Page 185 of Cuyahoga County Deed Records; being on the north line of the Rapid Transit Land Sales Co. Subdivision as aforesaid;

Course No. 45 - Thence N89°39'22"W, 754.70 feet along said subdivision north line to the place of beginning and containing 21.847 acres of land.

May 15, 1979

THE C. W. COURTNEY CO.
Situated in the City of Beachwood, County of Cuyahoga, and State of Ohio further known as being part of original Warrensville Township Lot No. 10 at Lot No. 20 further bounded and described as follows:

Beginning at an iron pin monument here at the intersection of the centerline of Richmond Road and the south line of said original Lot No. 10, said monument being 2,597.98 feet due south along the centerline of Richmond Rd from the centerline of Cedar Road; thence due north along the centerline of Richmond Road 869.05 feet to a point; thence due east 20.00 feet to a point on the east side line of Richmond Road; and on the southerly turnout of Fashion Drive (60 feet wide) and the principal place of beginning of the parcel herein described:

Course No. 1 - Thence along said turnout 3˚ 45' 00" 00' E. 28.28 feet to a point on the south sideline of Fashion Drive (60 feet wide);

Course No. 2 - Thence due east along said south sideline 740.00 feet to the centerline of the north access drive;

Course No. 3 - Thence due south along said centerline 600.00 feet to the centerline of the interior loop drive;

Course No. 4 - Thence due east, 100.00 feet along the centerline of the interior loop drive to a point of curvature;

Course No. 5 - Thence continuing along said curved centerline, due east to the right, having a radius of 350.00 feet, a chord bearing 8˚ 36' 15" 181.72 feet, an arc distance of 181.72 feet to a point;

Course No. 6 - Thence continuing along said centerline 5˚ 12' 30" 234.00 feet to a point;

Course No. 7 - Thence 5˚ 31' 42" 46.41 feet to a point;

Course No. 8 - Thence due west, 418.95 feet to a point on the centerline of the interior loop drive;

Course No. 9 - Thence due south, 402.21 feet along said centerline to centerline of the west access drive;

Course No. 10 - Thence N 89˚ 47' 04" W. 510.00 feet along the centerline of the west access drive to a point on the east sideline of Richmond Road (60 feet wide)

Exhibit "B" - Page 6
THE C.W. COURTNEY COMPANY

LEGAL DESCRIPTION FOR
PREPROPOSED ZONING CLASS U-ZA
MAP DESIGNATION PARCELS VII & IX (Exhibit "A")

(Continued)

Course No. 11 - Thence N 0° 04' 35" E, 120.00 feet along said east line to the south line of parcel of land conveyed to June Kriwinsky and races therein in Torrens Certificate No. 72634;

Course No. 12 - Thence S 89° 47.04" E, 100.00 feet along said Kriwinsky south line to the southeast corner therein;

Course No. 13 - Thence N 0° 04' 35" E, 103.00 feet along said Kriwinsky south line to the northeast corner therein;

Course No. 14 - Thence N 89° 47.04" W, 179.96 feet along said Kriwinsky north line to a point of curvature;

Course No. 15 - Thence along said Kriwinsky's curved north line, deflected to the left, having a radius of 20.00 feet, a chord bearing S 45° 09' 46" E, 28.31 feet, an arc of 31.45 feet to a point on the east sideline of Richmond Road (60 feet wide);

Course No. 16 - Thence along the east sideline of Richmond Road (60 feet wide) N 0° 08' 36" W, 90.17 feet to the south line of a parcel conveyed to Eva Robbins and recorded in Torrens Certificate No. 47443;

Course No. 17 - Thence along Robbins' curved south line, deflecting to the left, having a radius of 20.17 feet, a chord bearing S 44° 50' 14" E, 28.50 feet, an arc distance of 31.65 feet to a point;

Course No. 18 - Thence along Robbins' south line S 89° 47.04" E, 171.17 feet to the southeast corner therein;

Course No. 19 - Thence along Robbins' east line and the east line of parcel conveyed to Edward Vaserman and recorded in Torrens Certificate No. N 0° 06' 35" E, 202.30 feet to a point on the south line of a parcel conveyed to Abram A. Leary and recorded in Torrens Certificate No. 111382;

Course No. 20 - Thence along Leary's south line S 89° 43' 41" E, 70.5 feet to the southeast corner therein;

Course No. 21 - Thence along Leary's east line N 0° 06' 36" E, 100.00 feet to the northeast corner therein;

Course No. 22 - Thence along Leary's north line N 89° 43' 41" W, 270.00 feet to the east sideline of Richmond Road (60 feet wide);

Course No. 23 - Thence along the east sideline of Richmond Road (60 feet wide) N 0° 06' 36" E, 267.63 feet to a point on the north line of original Warrensville Township Lot No. 20 and the south line of original Warrensville Township Lot No. 10;

Exhibit "B" - Page 7
LEGAL DESCRIPTION FOR
PROPOSED ZONING CLASSES U-2A
PARCEL DESIGNATION PARCELS VIII & IX (Exhibit "A")
(Continued)

Course No. 24 - Thence continuing along the east sideline of Richmond Road (60 feet wide) due north 1.52 feet to the south line of a parcel conveyed to John F. Sexton by deed recorded in Volume 11123, Page 415 of Cuyahoga County Deed Records;

Course No. 25 - Thence along Sexton's south line S 89° 41' 07" W, 22 feet to the southeast corner therein;

Course No. 26 - Thence along Sexton's east line due north 96.46 feet the northeast corner therein;

Course No. 27 - Thence along Sexton's north line N 89° 43' 07" W, 220 feet to a point on the east sideline of Richmond Road (60 feet wide);

Course No. 28 - Thence along the east sideline of Richmond Road (60 feet wide) due north, 769.71 feet to the place of beginning and containing 31.74 acres of land.

THE C. W. COURTNEY COMPANY

May 11, 1979
Situated in the City of Beachwood, County of Cuyahoga and State of Ohio further known as being part of Original Warrensville Township Lots No. 10 and 20, bounded and described as follows:

Beginning at an iron pin monument box at the intersection of the centerline of Cedar Road and the south line of said Original Lot No. 10, said monument being 2,697.98 feet due south along the centerline of Richmond Road from the centerline of Richmond Road; thence 50°06'16"W along the centerline of Richmond Road 845.04 feet to a point; thence 389°47'04"T, 30.00 feet to the intersection of the east side line of Richmond Road with the centerline of the west access road and the place of beginning of the parcel herein described;

Course No. 1 - Thence 539°47'04"T, 320.00 feet along the centerline of the west access drive to the centerline of the interior loop drive;

Course No. 2 - Thence due north, 403.51 feet along the centerline of the interior loop drive to a point of curvature in said centerline;

Course No. 3 - Thence due east, 418.95 feet to a point;

Course No. 4 - Thence 531°52'02"T, 303.51 feet to a point;

Course No. 5 - Thence 297°00'00"T, 44.27 feet to a point;

Course No. 6 - Thence 445°00'00"T, 496.00 feet to a point;

Course No. 7 - Thence 70°00'00"E, 360.00 feet to a point;

Course No. 8 - Thence 643°01'41"E, 50.00 feet to a point;

Course No. 9 - Thence 17°38'15"E, 100.00 feet to a point;

Course No. 10 - Thence 70°00'00"E, 150.00 feet to a point;

Course No. 11 - Thence 535°28'58"E, 403.74 feet to a point on the centerline of the interior loop drive.
THE C.W. COURTNEY COMPANY

LEGAL DESCRIPTION FOR PROPOSED ZONING CLASS U-3A
MAP DESIGNATION PARCEL V & VIII (CONTINUED) (EXHIBIT "A")

Course No. 12 - Thence along the curved centerline of the interior 1c drive, deflecting to the right, having a radius of 350.00 feet, a chord bearing S13°26'46"W, 548.34 feet, an arc distance of 629.83 feet to a point of curve curvature;

Course No. 13 - Thence along said curved centerline, deflecting to the left, having a radius of 350.00 feet, a chord bearing S32°34'20"W, 375.37 feet, an arc distance of 396.06 feet to a point of reverse curvature;

Course No. 14 - Thence along said curved centerline, deflecting to the right, having a radius of 350.00 feet, a chord bearing S35°04'20"W, 163.32 feet, an arc distance of 182.38 feet to a point of tangency;

Course No. 15 - Thence S30°00'00"W, 525.62 feet along said centerline a point of curvature;

Course No. 16 - Thence along the curved said centerline deflecting to left, having a radius of 400.00 feet, a chord bearing S27°30'00"W, 106.15 feet, an arc distance of 114.18 feet to a point of reverse curvature;

Course No. 17 - Thence along the curved said sideline, deflecting to the right, having a radius of 250.00 feet, a chord bearing S25°18'25"W, 470.75 feet, an arc distance 613.54 feet to a point of tangency;

Course No. 18 - N34°23'11"W, 61.95 feet along said centerline to a point,

Course No. 19 - Thence N24°53'17"W, 404.66 feet to a point on the north of the Rapid Transit Land Sales Co's Subdivision No. 35 recorded in Volume page 23 of Cuyahoga County Map Records;

Course No. 20 - Thence N89°39'22"W, 367.00 feet along said north line the southeast corner of a parcel conveyed to Ivan and Nancy Saunders by deed recorded in Volume 12311, Page 649 of Cuyahoga County Deed Records;

Course No. 21 - Thence N04°06'16"E, 106.00 feet along the east line of Saunders parcel and a parcel of land conveyed to Sanford W. Finger by deed recorded in Volume 1131, Page 341 of Cuyahoga County Deed Records;

Course No. 22 - Thence N89°39'22"W, 230.00 feet along the north line of said Finger parcel to the east sideline of Richmond Road (60 feet wide).
THE C.W. COURTNEY COMPANY

LEGAL DESCRIPTION FOR PROPOSED ZONING CLASSES D-2A

MAP DESIGNATION PAPERS V & VIII (continued) (Exhibit "A")

Course No. 23 - Thence N°06°16'36"E, 50.00 feet along the east line of Richmond Road to the south line of a parcel of land conveyed to Earle Kantz by deed recorded in Volume 7831, Page 99 of Cuyahoga County Deed Records;

Course No. 24 - Thence S°08°19'27"W, 230.00 feet along the south line of said Kantz parcel to the southeast corner therein;

Course No. 25 - Thence N°08°18'36"E, 206.39 feet along the east line of said Kantz parcel and a parcel of land conveyed to Curtis and Warren Smith by deed recorded in Volume 12329, Page 651 of Cuyahoga County Deed Records to the northeast corner therein;

Course No. 26 - Thence E°58°47'04"W, 13.00 feet along the north line of said Smith parcel to the southeast corner of a parcel of land conveyed to Richard H. Fechtar and recorded in Torrens Certificate No. 97510;

Course No. 27 - Thence N°06°16'36"E, 105.00 feet along the east line of said Fechtar parcel and a parcel of land conveyed to Bernice Koelessen and an estate of David H. Kilgore and recorded in Torrens Certificate No. 65701 to the parcel of land conveyed to Jas.A. Kilgore and recorded in Torrens Certificate No. 111439 to the north east corner therein;

Course No. 28 - Thence N°39°47'04"W, 179.38 feet along the north line of said Kilgore parcel to a point of curvature therein;

Course No. 29 - Thence along the curved north line of said Kilgore parcel, deflecting to the left, having a radius of 20.00 feet, a chord bearing S°43°09'46"W, 28.31 feet, an arc distance of 31.45 feet to a point on the east sideline of Richmond Road (60 feet wide);

Course No. 30 - Thence N°0°06'18"E, 50.17 feet along the east side line of Richmond Road (60 feet wide) to the southwest corner of a parcel of land conveyed to Fnaald and M. Rochan and recorded in Torrens Certificate No. 113824;

Course No. 31 - Thence along the curved south line of said Rochan parcel, deflecting to the left, having a radius of 20.17 feet, a chord bearing S°43°50'14"E, 28.50 feet, an arc distance of 31.65 feet to a point;

Course No. 32 - Thence S°39°47'04"E, along the south line of said Rochan parcel 179.38 feet to the southeast corner therein;

Exhibit "B" - Page 11
THE C. W. COURNEY COMPANY

LEGAL DESCRIPTION FOR PROPOSED ZONING CLASS U-2A
MAP DESIGNATION PARCEL V & WTV (CONTINUED) (EXHIBIT "A")

Course No. 33 - Thence N 0° 04' 18" E, 105.00 feet along the east
line of said Blanx parcel to the northeast corner therein;

Course No. 34 - Thence N 85° 47' 04" W, 200.00 feet along the north
line of said Blanx parcel to the east sideline of Richmond Road, (60 feet
wide);

Course No. 35 - Thence N 0° 06' 36" E, 30.00 feet along the east
sideline of Richmond Road (60 feet wide) to the place of beginning and
containing 34.810 acres of land.

THE C. W. COURNEY COMPANY

May 13, 1979
Situated in the City of Beachwood, County of Cuyahoga and State of Ohio and known as being a part of Griswold Township Lot Number 10 and Lot Number 20 and being a parcel of land which is bounded and described as follows:

Commencing at the intersection of the center line of Richmond Road, 60 feet wide, with the center line of George Zaiger Drive, 60 feet wide;

thence due East along the center line of George Zaiger Drive a distance of 708 feet to a point therein;

thence due South a distance of 297.63 feet along the centerline of a private road known as Park Blvd. North to a point of curvature;

thence southeasterly a distance of 156.18 feet along the arc of a circle deflecting to the right, having a radius of 500 feet and whose chord bears South 5 degrees 35 minutes 33 seconds West a distance of 155.93 feet to a point of reverse curvature;

thence southeasterly a distance of 303.02 feet along the arc of a circle deflecting to the left, having a radius of 400 feet and whose chord bears South 10 degrees 31 minutes 00 seconds East a distance of 295.82 feet to a point of tangency;

thence South 32 degrees 13 minutes 07 seconds East a distance of 50 feet to a point of intersection between the centerline of the aforesaid Park Blvd. North and the centerline of a private road known as Park Avenue;

thence northeasterly a distance of 66.89 feet along the arc of a circle deflecting to the right, having a radius of 400 feet and whose chord bears North 62 degrees 14 minutes 19 seconds East a distance of 66.81 feet to a point of compound curvature;

thence easterly a distance of 233.60 feet along the arc of a circle deflecting to the right, having a radius of 350 feet and whose chord bears North 86 degrees 29 minutes 58 seconds East a distance of 229.28 feet to a point of tangency;

thence South 74 degrees 23 minutes 50 seconds East a distance of 117.11 feet
Course No. 1 - thence due South a distance of 409.18 feet to a point;
Course No. 2 - thence South 25 degrees 00 minutes 00 seconds East a
distance of 251.58 feet to a point of intersection with a zoning line;
Course No. 3 - thence South 45 degrees 00 minutes 00 seconds West a
distance of 165.00 feet along said zoning line to an angle point therein;
Course No. 4 - thence South 70 degrees 00 minutes 00 seconds West a
distance of 44.27 feet along said zoning line to an angle point therein;
Course No. 5 - thence North 53 degrees 52 minutes 02 seconds West a
distance of 303.51 feet along said zoning line to an angle point therein;
Course No. 6 - thence North 26 degrees 43 minutes 30 seconds East a
distance of 660.61 feet along said zoning line to the point of beginning and
containing 3.1250 acres of land, be the same more or less but subject to

to legal highways.

File No. 83158
January 6, 1984

Exhibit "B" - Page 14
PARCEL 1.

Legal Description

Situated in the City of Beachwood, County of Cuyahoga and State of Ohio and known as being a part of Original Warrensville Township Lot Number 10 and being a parcel of land which is bounded and described as follows:

Beginning at the intersection of the centerline of Richmond Road, 60 feet wide, with the centerline of George Zeiger Drive, 60 feet wide;

thence due East along the centerline of George Zeiger Drive a distance of 798 feet to a point therein;

thence due South a distance of 30.00 feet along the centerline of a private road known as Park Blvd. North to the principal point of beginning of the parcel herein described;

Course No. 1 - thence due East a distance of 87.22 feet to a point;

Course No. 2 - thence due South a distance of 445.80 feet to a point;

Course No. 3 - thence South 89° 43' 07" East a distance of 811.81 feet to a point;

Course No. 4 - thence due South a distance of 20.71 feet to a point;

Course No. 5 - thence due West a distance of 221.71 feet to a point;

Course No. 6 - thence South 26° 43' 30" West a distance of 337.90 feet to a point;

Course No. 7 - thence North 63° 16' 30" West a distance of 200.00 feet to a point of curvature of a tangent curve concave to the South;

Course No. 8 - thence westwardly along the arc of said curve, deflecting to the left, having a radius of 350.00 feet and a central angle of 26° 43' 30" for an arc distance of 163.25 feet to a point of tangency;

Course No. 9 - thence due West a distance of 100.00 feet to a point;

Course No. 10 - thence due North a distance of 500.00 feet to the principal point of beginning and containing 4.1424 Acres of land be the same more or less but subject to a 30 feet wide utility easement and to legal highways.

PARCEL 2.

Situated in the City of Beachwood, County of Cuyahoga and State of Ohio and further known as being part of original Warrensville Township Lot No. 10 and 20 further bounded and described as follows:

Beginning at an iron pin monument box at the intersection of the centerline of Richmond Road and the South line of said original lot No. 10, said monument being 2,697.98 feet due South along the centerline of Richmond Road from the centerline of Cedar Road; thence North along the centerline of Richmond Road 600.06 feet to the intersection with the prolongation of the South sideline of Fashion Drive (60 feet wide) and its westerly prolongation 798.00 feet to the centerline of the North access drive; thence South along the centerline of the North access drive 600.00 feet to the centerline of the interior loop drive; thence along the centerline of the interior loop drive the following courses to the place of beginning of the parcel herein described; due West 100.00 feet; along a curve deflecting to the right, having a radius of 350.00 feet, a chord bearing S 76° 38' 15" E, 161.78 feet, an arc distance of 163.25 feet to a point; S 63° 16' 30" E, 224.00 feet;
Course No. 1 - thence continuing along said centerline South 63° 16’ 30" East, 66.00 feet to a point;

Course No. 2 - thence North 26° 43’ 30" East, 337.90 feet to a point;

Course No. 3 - thence due East, 3/6.72 feet to a point;

Course No. 4 - thence South 30° 29’ 11" East, 247.02 feet to a point on the centerline of the interior loop drive;

Course No. 5 - thence along the curved centerline of the interior loop drive deflecting to the right, having a radius of 350.00 feet a chord bearing South 71° 33’ 36" East, 562.35 feet an arc distance of 653.04 feet to a point;

Course No. 6 - thence South 55° 28’ 58" West, 403.74 feet to a point;

Course No. 7 - thence North 70° 00’ 00" West, 150.00 feet to a point;

Course No. 8 - thence South 07° 46’ 38" West, 200.00 feet to a point;

Course No. 9 - thence South 63° 03’ 43" West, 80.00 feet to a point;

Course No. 10 - thence North 70° 00’ 00" West, 360.00 feet to a point;

Course No. 11 - thence South 45° 00’ 00" West, 490.00 feet to a point;

Course No. 12 - thence South 70° 00’ 00" West, 44.27 feet to a point;

Course No. 13 - thence North 53° 52’ 02" West, 303.51 feet to a point;

Course No. 14 - thence North 26° 43’ 30" East, 660.61 feet to the place of beginning and containing 18.852 acres of land.
Situated in the City of Beachwood, County of Cuyahoga and State of Ohio and known as being a part of Original Warrensville Township Lot Number 20 and being a parcel of land which is bounded and described as follows:

Commencing at the intersection of the most easterly line of Block N of the Park Development as recorded in Volume 232, Page 26 of Cuyahoga County Records with the northwesterly line of North Woodland Road (60 feet):

thence North 00 degrees 20 minutes 38 seconds East a distance of 200.24 feet along the easterly line of Block N and the westerly line of PPN 741-27-4 to a point;

thence North 89 degrees 46 minutes 43 seconds West along a southerly line of PPN 741-27-4 and a northerly line of Block N a distance of 41.01 feet to the POINT OF BEGINNING of the parcel herein described;

Course No. 1 - thence continuing North 89 degrees 46 minutes 43 seconds West a distance of 12.00 feet to a point;

Course No. 2 - thence north 00 degrees 13 minutes 17 seconds East along a westerly line of PPN 741-27-4 and a easterly line of Block N a distance of 133.69 feet to a point;

Course No. 3 - thence South 89 degrees 46 minutes 43 seconds East a distance of 12.00 feet to a point;

Course No. 4 - thence South 00 degrees 13 minutes 17 seconds West a distance of 133.69 feet to the POINT OF BEGINNING and containing 0.0368 acres and be the same more or less but subject to legal highways.
BUT EXCLUDING THE FOLLOWING:

Situated in the City of Beachwood, County of Cuyahoga and State of Ohio and known as being a part of Original Warrensville Township Lot Number 20 and being a parcel of land which is bounded and described as follows:

Commencing at the intersection of the most easterly line of Block N of the Park Development as recorded in Volume 232, Page 26 of Cuyahoga County Records with the northwesterly line of North Woodland Road (60 feet);

thence North 00 degrees 20 minutes 38 seconds East a distance of 139.71 feet along the easterly line of Block N and the westerly line of PPN 741-27-4 to the POINT OF BEGINNING of the parcel herein described;

Course No. 1 - thence continuing North 00 degrees 20 minutes 38 seconds East a distance of 60.53 feet to a point;

Course No. 2 - thence North 89 degrees 46 minutes 43 seconds West a distance of 53.01 feet to a point;

Course No. 3 - thence South 40 degrees 55 minutes 16 seconds East a distance of 80.37 feet to the POINT OF BEGINNING and containing 0.0368 acres of land be the same more or less but subject to legal highways.
EXHIBIT C

ARTICLES OF INCORPORATION

The Amended Articles of Incorporation of The Village Community Association at recorded on August 24, 2018, with the Cuyahoga County Fiscal Officer at Instrument Number 201808240446.
EXHIBIT D

BYLAWS

The Amended and Restated Bylaws of The Village Community Association as recorded on August 24, 2018, with the Cuyahoga County Fiscal Officer at Instrument Number 201808240446.
Located in the City of Beachwood, County of Cuyahoga and State of Ohio and known as being part of Original Warrensville Township Lots Nos. 10 and 21, and known as being Block 'G' in Lot Split and Consolidation Map for James A. Rafter, Trustee, as recorded in Volume 281 of Maps. Page 82 of Cuyahoga County Records, and bounded and described as follows:

Beginning at the intersection of the center line of Richmond Road, 60 feet wide, with the center line of George Zeiger Drive, 60 feet wide, thence due East along the center line of George Zeiger Drive a distance of 732 feet to a point therein; thence due South a distance of 305.92 feet along the center line of a private road known as Park Boulevard North, 100 feet wide, to a point in the South line of the aforesaid George Zeiger Drive; thence due East a distance of 602.33 feet along the South line of the aforesaid George Zeiger Drive to a point of curvature of a tangent curve concave to the North; thence Easterly along the arc of said curve, to the left, having a radius of 285 feet and a central angle of 19 deg. 22' 12" for an arc distance of 88.44 feet and whose chord bears North 80 deg. 56' 19" East a distance of 97.35 feet to a non-tangent line; thence due South, on the line between lands conveyed to Four Season Associates, as recorded in Volume 95-1429, Page 11 of Cuyahoga County Records, and Four Seasons Associates III, as recorded in Volume 89-1384, Page 10 of Cuyahoga County Records, a distance of 241.86 feet to the principal place of beginning of the parcel of land described herein:

Course No. 1: thence due East along a Southerly line of lands so conveyed to Four Season Associates III a distance of 145 feet to a point;

Course No. 2: thence continuing along a Southerly line of land so conveyed to Four Season Associates III, North 50 deg. 31' 19" East a distance of 119.14 feet to a point;

Course No. 3: thence due East, along a Southerly line of lands so conveyed to Four Season Associates III and land conveyed to Milton A. Wolf, Co-Trustee and Larry Goldberg, Co-Trustee, as recorded in Volume 90-6137, Page 11 of Cuyahoga County Records, a distance of 785.90 feet to a point in the West line of land conveyed to Montefiore Home, as recorded in Volume 99-1804, Page 29 of Cuyahoga County Records, said line also being the East line of Original Warrensville Township Lot No. 10;

Course No. 4: thence South 00 deg. 33' 12" West along the West line of land so conveyed to Montefiore Home and the East line of Original Warrensville Township Lot No. 10, a distance of 143.74 feet to a point;

Course No. 5: thence South 45 deg. 20' 12" West, a distance of 250.00 feet to a point.
EXHIBIT E

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Course No. 6: thence South 00 deg. 20' 12" West, a distance of 160.00 feet to a point;
Course No. 7: thence South 47 deg. 08' 42" West, a distance of 134.49 feet to a point on the arc of a non-tangent curve concave to the South, a radial line of said curve through said point having a bearing of North 47 deg. 08' 42" East;
Course No. 8: thence Easterly and Southeasterly along the arc of said curve, to the right, having a radius of 350.00 feet and a central angle of 24 deg. 57' 46" for an arc distance of 152.49 feet and a chord that bears South 30 deg. 22' 25" East, a distance of 151.29 feet to a non-tangent line, said line being a Northwesterly line of parcel V-K of The Park Development;
Course No. 9: thence South 55 deg. 30' 00" West, along said Northwesterly line of Parcel V-K a distance of 403.98 feet to a point;
Course No. 10: thence continuing along the line of Parcel V-K North 69 deg. 58' 57" West, a distance of 150 feet to a point;
Course No. 11: thence continuing along the line of Parcel V-K South 07 deg. 47' 41" West a distance of 169.98 feet to a point on the Easterly right-of-way line of Village Lane (a private road, 60 feet wide);
Course No. 12: thence North 20 deg. 36' 46" West, along the Easterly right-of-way line of Village Lane a distance of 321.10 feet to a point of tangency;
Course No. 13: thence Northwesterly and Westerly along the right-of-way line of Village Lane and the arc of said curve, to the left, having a radius of 280.00 feet and a central angle of 69 deg. 20' 14" for an arc distance of 338.85 feet and a chord that bears North 55 deg. 16' 53" West, a distance of 318.54 feet to a point of tangency;
Course No. 14: thence continuing along the right-of-way of Village Lane, North 89 deg. 57' 00" West, a distance of 281.29 feet to a point of curvature of a tangent curve concave to the North;
Course No. 15: thence Westerly along the right-of-way line of Village Lane and the arc of said curve, to the right, having a radius of 320.00 feet and a central angle of 15 deg. 15' 35" for an arc distance of 87.09 feet and a chord that bears North 82 deg. 09' 13" West, a distance of 86.82 feet to a point of tangency;
Course No. 16: thence continuing along the right-of-way of Village Lane, North 74 deg. 21' 25" West, a distance of 117.01 feet to a point of curvature of a tangent curve concave to the South;
Course No. 17: thence North 0 deg. 20' 13" East, a distance of 235.60 feet to a point on the Southerly line of land conveyed to Four Season Associates as aforesaid;
Course No. 18: thence South 89 deg. 43' 07" East, along the Southerly line of land so conveyed to Four Season Associates a distance of 536.19 feet to a point, said point also being the Southeasterly corner of the land so conveyed to Four Season Associates;

Course No. 19: thence due North along the Easterly line of land so conveyed to Four Season Associates a distance of 218.76 feet to the point of beginning, and containing 19.0393 acres of land, be the same more or less.
LEGAL DESCRIPTION OF VILLAGE 1 PARCEL

Situated in the City of Beachwood, County of Cuyahoga and State of Ohio, and known as being part of Original Warrensville Township Lot Number 10 and Lot Number 20 and part of The Park Development and together forming a parcel of land bounded and described as follows:

Beginning at the intersection of the center line of Richmond Road, 60 feet in width, with the center line of George Zeiger Drive, 60 feet in width;

thence due East along the center line of George Zeiger Drive 798.00 feet to its intersection with the center line of Park Boulevard North, 100 feet in width, (a private road);

thence due South 297.63 feet along said center line of Park Boulevard North to a point of curvature of tangent curve concave to the West;

thence southerly 156.17 feet along said curved center line, having a radius of 800.00 feet, a central angle of 11°11'07" and a chord which bears South 05°35'33" West 155.93 feet to a point of reverse curvature of a tangent curve concave to the East of said center line;

thence southerly, deflecting to the left 303.02 feet along said curved center line, having a radius of 400.00 feet, a central angle of 43°24'14" and a chord which bears South 10°31'00" East 295.82 feet to a point of tangency;

thence South 32°13'07" East 50.00 feet to a point on the arc of a non-tangent curve concave to the southeast, said curve being the center line of Village Lane, 60 feet in width (a private road), a radial line of said curve through said point having a bearing of North 32°13'07" West;

thence northeasterly, deflecting to the right an arc distance of 66.89 feet, said curve having a radius of 400.00 feet, a central angle of 09°36'53" and a chord which bears North 62°34'19" East 66.81 feet to a point of compound curvature of a tangent curve concave to the South;

thence easterly, deflecting to the right an arc distance of 233.60 feet, said curve having a radius of 350.00 feet, a central angle of 38°14'24" and a chord which bears North 86°28'58" East 229.28 feet to a point of tangency;

thence South 74°23'50" East 117.03 feet to a point of tangency;

PAGE 1 OF 3
thence southeasterly, deflecting to the left, an arc distance of 95.31 feet, said curve having a radius of 350.00 feet and a chord which bears South 82°11'55" East 95.02 feet;

thence due East 75.00 feet;

thence due South 30.00 feet to a point on the southerly line of said Village Lane, said point being the PRINCIPAL PLACE OF BEGINNING of the premises herein to be described;

Course 1 - thence due South 225.00 feet;

Course 2 - thence South 15°35'58" East 124.31 feet;

Course 3 - thence South 82°00'00" West 256.54 feet;

Course 4 - thence North 08°00'00" West 85.40 feet;

Course 5 - thence North 09°10'46" East 37.50 feet;

Course 6 - thence North 82°00'00" East 32.87 feet;

Course 7 - thence North 08°00'00" West 61.11 feet;

Course 8 - thence North 82°00'00" East 12.33 feet;

Course 9 - thence North 08°00'00" West 30.50 feet;

Course 10 - thence North 82°00'00" East 41.00 feet;

Course 11 - thence North 08°00'00" West 17.00 feet;

Course 12 - thence North 82°00'00" East 17.68 feet;

Course 13 - thence North 08°00'00" West 74.62 feet;

Course 14 - thence North 82°00'00" East 14.00 feet;

Course 15 - thence northeasterly, deflecting to the left, an arc distance of 9.43 feet, said curve having a radius of 6.00 feet and a chord which bears North 37°00'00" East 8.49 feet;

Course 16 - thence North 08°00'00" West 14.00 feet;

Course 17 - thence North 82°00'00" East 82.00 feet;

Course 18 - thence South 08°00'00" East 14.00 feet;

Course 19 - thence southeasterly, deflecting to the left, an arc distance of 9.43 feet, said curve having a radius of 6.00 feet and a chord which bears South 53°00'00" East 8.49 feet;

Course 20 - thence North 82°00'00" East 16.75 feet;
Course 21 - thence northeasterly, deflecting to the left, an arc distance of 20.04 feet, said curve having a radius of 14.00 feet and a chord which bears North 41°00'00" East 18.37 feet;

Course 22 - thence due North 32.07 feet;

Course 23 - thence due East 16.00 feet to the principal place of beginning and containing 64,584 square feet or 1.483 acres of land according to a survey of Dempsey & Associates, Inc., Professional Surveyors.
Situated in the City of Beachwood, County of Cuyahoga and State of Ohio and known as being a part of Original Warrensville Township Lot Number 20 and a part of The Park Development and being a parcel of land bounded and described as follows:

Commencing at the intersection of the center line of Richmond Road, 80 feet wide, with the center line of George Zeiger Drive, 80 feet wide;

thence due East along the center line of George Zeiger Drive a distance of 798 feet to a point of intersection with the centerline of a private road known as Park Blvd. North (100 feet wide);

thence due South a distance of 297.63 feet along the centerline of the aforesaid Park Blvd. North to a point of curvature of a tangent curve concave to the west;

thence southerly along the arc of said curve, to the right, having a radius of 800.00 feet and a central angle of 11 degrees 11 minutes 07 seconds for an arc distance of 156.17 feet and a chord that bears South 05 degrees 35 minutes 33 seconds West a distance of 155.93 feet to a point of reverse curvature of a tangent curve concave to the east;

thence southerly along the arc of said curve, to the left, having a radius of 400.00 feet and a central angle of 43 degrees 24 minutes 14 seconds for an arc distance of 303.02 feet and a chord that bears South 10 degrees 31 minutes 00 seconds East a distance of 295.82 feet to a point of tangency.

ENVIRONMENTAL DESIGN ASSOCIATES, INC.
thence South 32 degrees 13 minutes 07 seconds East a distance of 50.00 feet to a point on the arc of a non-tangent curve concave to the southeast, said curve being the centerline of Village Lane, a private road 60 feet wide, a radial line of said curve through said point having a bearing of North 32 degrees 13 minutes 07 seconds West;

thence northeasterly along the arc of said curve, to the right, having a radius of 400.00 feet and a central angle of 09 degrees 34 minutes 53 seconds for an arc distance of 66.89 feet and a chord that bears North 62 degrees 34 minutes 19 seconds East a distance of 66.81 feet to a point of compound curvature of a tangent curve concave to the south;

thence easterly along the arc of said curve, to the right, having a radius of 350.00 feet and a central angle of 038 degrees 14 minutes 24 seconds for an arc distance of 233.60 feet and a chord that bears North 86 degrees 28 minutes 58 seconds East a distance of 229.28 feet to a point of tangency;

thence South 74 degrees 23 minutes 50 seconds East a distance of 117.03 feet to a point of curvature of a tangent curve concave to the north;

thence easterly along the arc of said curve, to the left, having a radius of 350.00 feet and a central angle of 015 degrees 36 minutes 10 seconds for an arc distance of 95.31 feet and a chord that bears South 82 degrees 11 minutes 55 seconds East a distance of 95.02 feet to a point of tangency;

thence due East a distance of 75.00 feet to a point;

thence due South a distance of 30.00 feet to a point on the southerly line of the aforesaid Village Lane and the POINT OF BEGINNING of the parcel to be described herein;

**Course No. 1** - thence due East a distance of 205.64 feet to a point of curvature of a tangent curve concave to the southwest;

ENVIROMENTAL DESIGN ASSOCIATES, INC.
Course No. 2 - thence easterly and southeasterly, along the arc of said curve, to the right, having a radius of 220.00 feet and a central angle of 069 degrees 22 minutes 11 seconds for an arc distance of 266.36 feet and a chord that bears South 55 degrees 18 minutes 54 seconds East a distance of 250.39 feet to a point of tangency;

Course No. 3 - thence South 20 degrees 37 minutes 49 seconds East a distance of 352.34 feet to a point;

Course No. 4 - thence South 63 degrees 03 minutes 43 seconds West a distance of 34.00 feet to a point;

Course No. 5 - thence North 70 degrees 00 minutes 00 seconds West a distance of 360.00 feet to a point;

Course No. 6 - thence South 87 degrees 45 minutes 15 seconds West a distance of 128.83 feet to a point;

Course No. 7 - thence North 15 degrees 35 minutes 58 seconds West a distance of 150.00 feet to a point;

Course No. 8 - thence due North a distance of 225.00 feet to the POINT OF BEGINNING of the parcel described herein and containing 3.9258 acres of land, be the same more or less, but subject to public highways and easements of record.

File No. 80112

October 12, 1987
EXHIBIT F

Allocation of Association Costs by Unit Type

The Annual Assessment for an Owner is the product of the number of square feet of floor area in all the units owned by the Owner and the total fee per square foot for the Owner's unit type.

All detached and attached Home Units and Verandas (Condominium) units are Type I. All Atrium I and Atrium II units are Type II. All Easthaven units are Type III.

An annual line item budget will be prepared for each item shown on Exhibit F. The total fee per square foot for a given unit type is the sum of the line items allocated to each unit type, divided by the total floor area for all units of that type.

The line items will be allocated based on the following formula:

\[
\text{Total amount budgeted for a line item times the ratio of the total unit type floor area, times its allocation per Exhibit F and the sum of all unit type floor areas, times their allocations per Exhibit F.}
\]

An example is:

<table>
<thead>
<tr>
<th>Total</th>
<th>Square Feet</th>
<th>Allocation</th>
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<tr>
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<td>748,982</td>
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<td></td>
<td>205,753</td>
<td>25%</td>
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<tr>
<td></td>
<td>388,400</td>
<td>10%</td>
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</table>

Total budget for line item $70,000

The fee for this line item for a Type I unit will be:

\[
\frac{\$70,000 \times 748,982 \times 100\%}{748,982 \times 100\% + 205,753 \times 25\% + 388,400 \times 10\%}
\]

\[
\frac{\$70,000 \times 0.892431}{748,982} = \$62,470.18
\]

The per square foot assessment for the line item for a Type I unit will be:

\[
\frac{\$62,470.18}{748,982} = \$0.083406
\]
The fee for this line item for a Type II unit will be:

\[
\$70,000 \times \left[ \frac{205,753 \times 25\%}{748,982 \times 100\% + 205,753 \times 25\% + 388,400 \times 10\%} \right]
\]

\$70,000 \times .0612899 = \$4,290.30

The per square foot assessment for the line item for a Type II unit will be:

\$4,290.30 \div 205753 = \$0.0208517

The fee for this line item for a Type III unit will be:

\[
\$70,000 \times \left[ \frac{388,400 \times 10\%}{748,982 \times 100\% + 205,753 \times 25\% + 388,400 \times 10\%} \right]
\]

\$70,000 \times .0462788 = \$3,239.52

The per square foot assessment for the line item for a Type III unit will be:

\$3,239.52 \div 388,400 = \$0.0083406
## PERCENTAGES TO BE USED IN ALLOCATION FORMULA

<table>
<thead>
<tr>
<th>Service</th>
<th>S.F., Attached, &amp; Verandas</th>
<th>Atrium I &amp; II</th>
<th>Easthaven</th>
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</table>

(1) Insurance is a lump sum. Recreation facilities portion of insurance costs will be estimated and charged to recreation insurance.

(2) All Common Areas less clubhouse.
DESCRIPTION OF
LAKE EASEMENT
IN
BLOCK "B" OF COMBINED MID-RISE AND HIGH RISE AREA
IN THE VILLAGE

Situated in the City of Beachwood, County of Cuyahoga and State of Ohio
and known as being a part of Original Warrensville Township Lots Number 10 and
20 and being a parcel of land which is bounded and described as follows;

Beginning at the intersection of the center line of Richmond Road, 60
feet wide, with the center line of George Zeiger Drive, 60 feet wide;

thence due East along the center line of George Zeiger Drive a distance
of 798.00 feet to a point therein;

thence due South a distance of 30.00 feet along the centerline of a
private road known as North Park Boulevard, A.K.A. Park Boulevard North, (100
feet wide) to a point in the south line of the aforesaid George Zeiger Drive;

thence due East a distance of 802.53 feet along the south line of the
aforesaid George Zeiger Drive to a point of curvature of a tangent curve
concave to the North;

thence easterly along the arc of said curve, to the left, having a radius
of 285.00 feet and a central angle of 19 degrees 47 minutes 22 seconds for an
arc distance of 98.44 feet and whose chord bears North 80 degrees 06 minutes
19 seconds East a distance of 97.95 feet to a non-tangent line;

thence due South, on the line between lands conveyed to Four Seasons
Associates as recorded in Volume 83-2429 Page 31 of Cuyahoga County Records
and Four Seasons Associates III as recorded in Volume 89-1384 Page 30 of
Cuyahoga County Records, a distance of 247.86 feet to a point, from which
point an iron pin found (Courtney) bears 0.05 feet west.
thence due East along a southerly line of lands so conveyed to Four
Seasons Associates III, a distance of 165.00 feet to a point, from which point an iron pin found (Courtney) bears 0.06 feet south;
thence continuing along a southerly line of lands so conveyed to Four
Seasons Associates III, North 50 degrees 31 minutes 39 seconds East a distance of 110.11 feet to a point, from which point an iron pin found bears 0.09 feet south;
thence due East, along a southerly line of lands so conveyed to Four
Seasons Associates III and land conveyed to Milton A. Wolf, Co-trustee and
Larry Goldberg, Co-trustee as recorded Volume 90-6137 Page 31 of Cuyahoga
County Records, a distance of 785.90 feet to a point in the west line of land
conveyed to the Montefiore Home as recorded in Volume 89-3804 Page 29 of
Cuyahoga County Records, said line also being the east line of Original
Warrensville Township Lot 10, from which point an iron pin found bears 0.13
feet south, 0.06 feet east;
thence South 00 degrees 20 minutes 12 seconds West along the west line of
the land so conveyed to the Montefiore Home and the east line of Original
Warrensville Township Lot 10, a distance of 143.74 feet to an iron pin set;
thence South 45 degrees 20 minutes 12 seconds West a distance of 250.00
feet to a point, from which point an iron pin found bears 0.18 feet south, 0.03 feet west;
thence South 00 degrees 20 minutes 12 seconds West a distance of 160.00
feet to an iron pin set;

Exhibit G
thence South 47 degrees 08 minutes 42 seconds West a distance of 134.49 feet to a point on the arc of a non-tangent curve concave to the south, a radial line of said curve through said point having a bearing of North 47 degrees 08 minutes 42 seconds East, from which point an iron pin found bears 0.16 feet south, 0.09 feet west;

thence easterly and southeasterly along the arc of said curve, to the right, having a radius of 350.00 feet and a central angle of 11 degrees 07 minutes 55 seconds for an arc distance of 68.00 feet and a chord that bears South 27 degrees 17 minutes 20 seconds East a distance of 67.89 feet to a point, said point being the PRINCIPLE POINT OF BEGINNING of the parcel of land described herein;

Course No. 1 - thence continuing easterly and southeasterly along the arc of said curve, to the right, having a radius of 350.00 feet and a central angle of 13 degrees 49 minutes 51 seconds for an arc distance of 84.49 feet and a chord that bears South 24 degrees 48 minutes 27 seconds East a distance of 84.28 feet to an iron pin set along a non-tangent line, said line being a northwesterly line of Parcel V-K of the Park Development, as shown by the recorded plat in Volume 245 Page 84 of Cayuga County Map Records;

Course No. 2 - thence South 55 degrees 30 minutes 00 seconds West along said northwesterly line of Parcel V-K, a distance of 403.98 feet to a nail set;

Course No. 3 - thence continuing along a northerly line of Parcel V-K, North 69 degrees 58 minutes 57 seconds West, a distance of 150.00 feet to an iron pin set;

Exhibit G
Exhibit 6

Page 4 Description of Lots Statement (Concluded)

Section 07 degrees 47 minutes 41 seconds East, a distance of 109.69 feet to a point;

Section 07 degrees 47 minutes 50 seconds East a distance of 133.45 feet to a point;

Section 07 degrees 47 minutes 58 seconds East a distance of 211.89 feet to a point;

Section 07 degrees 47 minutes 49 seconds East a distance of 264.12 feet to a point.

Lat. 38° 40' 30" N.  Lng. 83° 46' 30" W.
Course No. 14 - thence North 57 degrees 25 minutes 07 seconds East a distance of 91.93 feet to a point;

Course No. 15 - thence South 80 degrees 05 minutes 25 seconds East a distance of 77.73 feet to the POINT OF BEGINNING and containing 2.0985 acres of land be the same more or less.

January 22, 1993
91278LAK.DOC
EXHIBIT G-1

SKETCH TO ACCOMPANY LEGAL DESCRIPTION OF EASEMENT AROUND LAKE