

CUYAHOGA COUNTY RECORDER

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DECLARATION OF RESTRICTIVE COVENANTS

OF

FALLS GLEN CLUSTERS

A Cluster Home Development

Olmsted Falls, Ohio

Being Developed By:

FALLS GLEN CLUSTERS LLC

An Ohio Limited Liability Company

**6908 Engle Road, Unit D
Middleburg Heights, Ohio 44130
440-243-5500**

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION, made this 12 day of May, 2008 by FALLS GLEN LLC, hereinafter called "Developer" and Falls Glen Clusters Homeowners' Association, Inc. referred to herein as the "Association".

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common facilities; and, to this end, desires to subject the real property described in Article II to the Covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

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

WHEREAS, Developer has incorporated under the laws of the State of Ohio, as a non-profit corporation, The Association of Owners in the Falls Glen Subdivision, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

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

- a) "Assessments" Shall mean all insurance charges, maintenance charges, taxes and utilities charges, together with any and all other charges, costs, expenses, fees, fines, levies and penalties to be paid by the Association by the Owners in accordance with the terms and conditions set forth in this Declaration.
- b) "Association" Shall mean and refer to The Association of Owners in the Falls Glen Subdivision.

- c) "The Properties" Shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.
- d) "Common Properties" Shall mean and refer to those areas of land shown on the recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.
- e) "Lot" Shall mean and refer to sublet of land shown upon the recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.
- f) "Owner" Shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- g) "Member" Shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Olmsted Falls, County of Cuyahoga and State of Ohio, and is shown on the recorded Subdivision Plat, Phase 1.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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

Section 2. Voting Rights. Members shall be all those owners as defined in Section 1. Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members; Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of use and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its heirs and assigns that it shall convey the Common Properties to the Association, free and clear of all liens and encumbrances, not later than the date the last cluster home is conveyed by the Developer to an Owner other than the Developer. Such conveyance shall be by limited warranty deed and shall have priority over all liens and encumbrances whatsoever except the easements, covenants, restrictions and provisions of the Declaration; easements, covenants, restrictions, conditions and other similar matters of record; real estate taxes and assessments which are a lien, but are not due and payable at the time of said conveyance; and zoning and other ordinances, if any.

Section 3. Extent of Members' Easements. The rights and easements of use and enjoyment created hereby shall be subject to the following:

- a) The right of the Developer and of the Association in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge fees as a condition to continued use and enjoyment by the members until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored; and
- b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and
- c) The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid; and
- d) The right of the Association to charge fees for the use of the Common Properties; and
- e) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof,

shall be effective unless an instrument signed by Members entitled to case two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

ARTICLE V

UTILITY EASEMENTS

The Developer hereby reserve unto itself, its successors and assigns and upon the completion of all residences in the subdivision and the conveyances of all 31 sublots, unto the Association easements and the right to grant easements for ingress and egress and for the installation and maintenance of water lines, sewer lines, electrical lines, telephone lines, cable television lines and any other utility over, along and across all lands described in Article II. All said utility lines shall be installed below the ground unless it shall be impracticable to do so.

All said utilities shall be placed in the roadway or other common areas. However, if it shall not be convenient to do so, the right is specifically reserved to the Developer or its assigns to install or permit installation of said utilities over any portion of the properties necessary for the efficient and economical installation thereof.

In the event of any installation or maintenance on property not part of the Common Property, it shall be required of the one doing such work to do so with as little disturbance of the property as possible and to return the said property to the condition that existed prior to said installation or maintenance.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot owned by it within The Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property as the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of

the residents in The Properties and in particular for the improvement and maintenance of Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, materials, management and supervision thereof, the costs of illumination of the Common Properties, trash removal and other services for the benefit of the Owners as may be agreed upon by the said Owners.

Section 3. Basis and Owners of Annual Assessments. Until the year beginning January 20____, the annual assessment shall be _____ Dollars per lot. Hereafter, the annual assessment may be increased by vote of the Members, as hereinafter provided, or by the Board of Trustees who are hereby authorized to increase annual assessments by not more than ten percent (10%), without the vote of the Members. Each lot Owner shall pay the same amount of annual assessment.

The annual assessment shall be sufficient for the payment of the premiums on a comprehensive general liability insurance against any and all claims for bodily or personal injuries or property damage brought against the Association and shall cover claims for property damage on neighboring lands caused by the negligence of the Association in failing to maintain the Common Properties, which insurance shall be at a minimum in a single limit amount of One Million Dollars (\$1,000,000.00). The Board of Trustees of the Association shall keep such insurance in effect at all times.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, except that if the capital improvement shall be less than five thousand dollars (\$5,000.00) the Board of Trustees is hereby authorized to expend such sum without the assent of the Members, Each lot Owner shall pay the same amount of special assessment.

Section 5. Change in Annual Assessments. Subject to the limitations of Section 3 hereof, the Association may change the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voters of the Members who are voting in person or by proxy, at a

meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. In addition, the Board of Trustees may increase the assessments without the vote of the Members as provided in Section 3 hereof.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast fifty-five (55%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Trustees of the Association to be the date of commencement.

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

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

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

Section 8. Duties of the Board of Trustees. The Board of Trustees of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

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

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

Section 9. Effect of Non-Payment Assessment: The Personal Obligation of the Owner; The Lien; Remedies of the Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 10 percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained such judgment shall include interest on the assessments above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action..

Any Owner whose assessments are delinquent shall not be entitled to vote at any regular or special meeting of the Association until such delinquent assessments are paid in full.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article I, Section 1, hereof.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments charges or liens.

ARTICLE VII

RESTRICTIVE COVENANTS

The following Restrictions and Covenants hereinafter set out are to run with the land and shall be binding upon all parties owning lots in the Falls Glen Subdivision located in the City of Olmsted Falls, Ohio.

Section 1. No lots shall be used for other than single-family residence purpose. There shall not exist on any lot any time more than one residence. No trailer, tent, shack, barn, temporary building, outbuilding or guest house shall be erected on any of the lots. No garage shall be constructed except as an integral part of the residence it is intended to serve.

Section 2. No building or any part thereof, including garages and porches, shall be erected on any lot closer than five (5) feet from the side lot line, or closer than thirty (30) feet to the rear lot line. In addition, all city zoning setback restrictions must be adhered to.

Section 3. No clotheslines or drying yards shall be permitted. No signs or other advertising shall be displayed on any lot unless the size, form and number of the same are approved by the Board of Trustees of the Association. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the lots, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any Owner of any property in the subdivision shall fail or refuse to keep such premises free from weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon such lands and remove the same at the expense of the Owner and such entry shall not be deemed a trespass and in the event of such removal a lien shall arise and be created in favor of the Association and against such lot for the full amount chargeable to such lot and such amount shall be due and payable within thirty (30) days after the Owner is billed therefore.

Section 4. No boundary wall or fence shall be constructed nor boundary line hedge or shrubbery shall be permitted without meeting all applicable governmental codes and obtaining all required permits.

Section 5. No trailers or habitable motor vehicles of any nature shall be kept on or stored on any part of the property except with an enclosed garage. No trucks, motorcycles, boats or any other types of transportation shall be parked overnight on any lot except in an enclosed garage.

Section 6. No noxious or offensive activity shall be carried on in the subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance to the other Owners in the subdivision.

Section 7. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept on the Premises or in the Common Properties or Facilities, except dogs, cats or other household pets may be kept on the Premises subject to the rules adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Premises upon three (3) days' written notice from the Board of Trustees. Any damage to the Common Properties or Facilities caused by an Owner's pet may be repaired or cleaned up by the Board of Trustees at the Owner's expense, and such expense shall be billed to the Owner and treated as an assessment.

Section 8. The lands shown on the recorded subdivision plat as open Space shall be retained as Common Properties and no building shall be erected or permitted to remain on such lands nor may such lands or any part thereof be conveyed to any person. This restriction is granted for the benefit of the City of Olmsted Falls and may be modified or released upon the concurrence of its City Council.

ARTICLE VIII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review by Committee. No building, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same and meeting all applicable governmental codes and obtaining all required permits shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Trustees of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and specification have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior of the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IX

BOARD OF TRUSTEES

Section 1. Number and Qualification. The Board shall consist of three persons, each of whom must be an Owner as defined in Article 1, Section 1.

Section 2. Election of Trustees; Vacancies. Except as stated above, the required Trustees shall be elected at each annual meeting of members of the Association, but when the annual meeting is not held or Trustees are not elected thereat, they may be elected at a special meeting called and held for that purpose. Such election shall be by written secret ballot whenever requested by any member; but unless such request is made, the election

may be conducted in any manner approved at such meeting. Only persons nominated as candidates shall be eligible for election as Trustees and the candidates receiving the greatest number of votes shall be elected. Each member may vote for as many candidates as there are vacancies in the Board however caused. Persons receiving the votes of members entitled to exercise the greatest percentage of voting power shall be elected Trustees. The office of a Trustee who ceases to be qualified to serve as such shall automatically become vacant immediately thereupon. The remaining Trustees, though less than a majority of the authorized number of Trustees, shall, by a vote of the majority of their number, fill any vacancy for the unexpired term.

Section 3. Term of Office; Resignations. Except as herein provided each Trustee shall hold office until the second annual meeting of the members of the Association following that at which he was elected and until his successor is elected, or until his earlier resignation, removal from office or death. Any Trustee may resign at any time by oral statement to that effect delivered to the Secretary of the Association; such resignation shall take effect immediately or at such other time as the Trustee may specify. At the first annual meeting of the members of the Association, the term of office of two Trustees shall be fixed so that such term will expire on the date of the next annual meeting of the members of the Association. The term of office of the remaining Trustee shall be fixed so that such terms will expire on the date of the second annual meeting following the first annual meeting. The candidate receiving votes representing the greatest percentages of the voting power of the Association shall be elected for the longer term. Tie votes shall be decided by a drawing of lots. At the expiration of such initial term of office of each of the Trustees elected at the first annual meeting, their respective successor trustees shall be elected to serve for a term of two (2) years as aforesaid.

Section 4. Organization meeting. Immediately after each annual meeting of members of the Association or special meeting held in lieu thereof, the newly elected Trustees and those Trustees whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting of Trustees need not be given.

Section 5. Regular meetings. Regular meetings of the Board may be held at such times and places within Cuyahoga County, Ohio, as shall be determined from time to time by majority of the Trustees by resolution or regulations, but at least four such meetings shall be held during each fiscal year.

Section 6. Special Meeting Notice. Special meetings of the Board may be held at any time upon call by the President or any two Trustees. Notice of the time, place and purposes of each special meeting shall be given to each Trustee by the Secretary or by the person or persons calling such meeting. Such notice shall state the purpose or purposes of the meeting and may be given in any manner or method and at such time so that the Trustee receiving it may have reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if delivered or mailed at least forty-eight (48) hours prior to the meeting and directed to the residence of the Trustees as shown upon the Secretary's records. The giving of notice shall be

deemed to have been waived by any Trustee who shall attend and participate in such meeting and may be waived, in writing or by telegram, by any Trustee either before or after such meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting of the Board of Trustees.

Section 7. Open Meetings. All meetings of the Board shall be open to all Owners. Adequate notice of all meetings shall be posted conspicuously on the Property at least forty-eight (48) hours in advance of meetings of the Board except in case of emergency.

Section 8. Quorum; Adjournment. A majority of the Board shall constitute a quorum for the transaction of business, except that a majority of the Trustees in office shall constitute a quorum for filling a vacancy on the Board. Whenever less than a quorum is present at the time and place appointed for any meeting of the Board, a majority of those present may adjourn the meeting from time to time until a quorum shall be present. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board at which a quorum is present, all questions and business shall be determined by a majority vote of those present.

Section 9. Removal of Trustees. Except as otherwise provided herein, the Board may remove any Trustee and thereby create a vacancy in the Board if by order of the court he has been found to be of unsound mind, or if he is physically incapacitated, adjudicated a bankruptcy, or fails to attend three consecutive meetings of the Board. At any regular or special meeting of the members of the Association duly called at which a quorum shall be present, any one or more of the Trustees may be removed with or without cause by the vote of Members entitled to exercise a majority of the voting power of the Association, and a successor or successors to such Trustee or Trustees so removed may be elected at the same meeting for the unexpired term for each such removed Trustee. Any Trustee whose removal has been proposed by the Members of the Association shall be given an opportunity to be heard at such meeting prior to the vote of his removal.

Section 10. Compensation. The Trustees shall not receive any salary or compensation for their services, as such; provided that nothing herein contained shall be construed to preclude any Trustee from having dealings with the Association in any other capacity and receiving compensation therefor.

Section 11. Regulations. For the government of its action, the Board may adopt such Regulations consistent with this Declaration as they deem appropriate.

Section 12. Powers and Duties. Except as otherwise provided by law, or this Declaration, all power and authority of the Association shall be exercised by the Board. The Board shall be responsible for the maintenance, repair and replacement of the Common Areas and Facilities. In carrying out the purposes of the Association and

subject to the limitations prescribed by law or this Declaration, the Board for and on behalf of the Association may:

- (a) Purchase or otherwise acquire, lease as lessees, hold, use lease as lessor, sell, exchange, transfer, and dispose of the property or any description or interest therein;
- (b) Make contracts;
- (c) Effect insurance;
- (d) Borrow money, and issue, sell, and pledge notes, bonds, and other evidences of indebtedness of the Association provided that if such borrowing is in excess of \$25,000.00 the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association shall be obtained at a special meeting duly held for such purpose.
- (e) Levy assessments against Owners.
- (f) Employ a managing agent to perform such duties and services as the Board may authorize; and
- (g) Do all things permitted by law and exercise all power and authority within the purposes stated in the Declaration or incidental thereto.

Section 13. Committees. The Board may by resolution provide for such standing or special committees as it deems desirable, and discontinue the same at its discretion. Each such committee consisting of not less than three (3) members shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the Board. Each such committee shall keep full records and accounts of its proceedings and transactions. All action by any such committee shall be reported to the Board at its meeting next succeeding such action and shall be subject to control, revision and alteration by the Board; provided that no rights of third persons shall be prejudicially affected thereby. Each such committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the Board, and it shall also meet at the call of the President of the Association or of any two members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions relating to the notice required to be given of special meetings of the Board shall also apply to meeting of each such committee. A majority of the members of a committee shall constitute a quorum. Each such committee may act in writing or by telephone with written confirmation, without a meeting, but no such action shall be effective unless concurred in by all members of the committee. Vacancies in such committee shall be filled by the Board or as it may provide.

ARTICLE X

EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association may at the request of the Owner provide exterior maintenance and landscaping upon each Lot as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, flowers and other exterior improvements.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article VI hereof and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article VI hereof. Provided that the Board of Trustees of the Association, when establishing the annual assessment against each Lot for any assessment year as required under Article VI hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

In the event such exterior maintenance is provided for less than all of the lot owners, it shall be done so only on a contract basis and on such financial terms as agreed upon by the Owners and the Association.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Duration. Except for the restrictions set forth in Section 7 of Article VI pertaining to the Common Properties described in Exhibit C, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds (2/3) of the Lots has been recorded agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. The restriction set forth in Section 7 of Article VII pertaining to the Common Properties described in Exhibit C may not be modified or released, except upon concurrence of the Council of the City of Olmsted Falls.

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

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

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. Action by members or Trustees Without a Meeting. In accordance with Sec. 1702.25 of the Ohio Revised Code, any action which may be authorized or taken at a meeting of the Members or of the Trustees, as the case may be, may be taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, all of the Members or all of the Trustees, as the case may be, who would be entitled to notice of a meeting for such purpose, or, in the case of Members, such other portion of the Members as are required to approve an action as stated herein.

Section 6. Recording of Lien. No lien which may arise under any provisions of this instrument shall be enforceable and valid unless the basis for said lien and other requirements of Section 5301.252 of the Ohio Revised Code have been included in a duly executed affidavit and filed with the Recorder of Cuyahoga County.

ARTICLE XII

In the event any governmental agency should levy any assessment, whether it be for sewer lines, road improvements, street lighting or any other such reason and said assessment is Falls Glen Subdivision, then said assessment shall be paid equally by all 31 Owners of sublots in the Subdivision.

The method of collecting said funds and the right to place a lien on the property of the non-contributing owners shall be the same as contained in the Declaration for other assessments.

IN WITNESS WHEREOF, the said Falls Glen, LLC has caused the execution of this instrument this 12th day of MAY 2008.

FALLS GLEN CLUSTERS, LLC
By Falls Glen, Inc.
Its Managing Member

By: [Signature]
Kenneth R. Sacks President

By: [Signature]
H. David Howe, Jr., Secretary



KARIN MEYER
Resident Summit County
Notary Public, State of Ohio
My Commission Expires 1-21-11

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Falls Glen Clusters, LLC by Falls Glen, Inc. its Managing Member, by Kenneth R. Sacks, President, and H. David Howe, Jr., Secretary, who acknowledge that they did sign the foregoing instrument 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 12th day of MAY 2008.



KARIN MEYER
Resident Summit County
Notary Public, State of Ohio
My Commission Expires 1-21-11

[Signature]
Notary Public

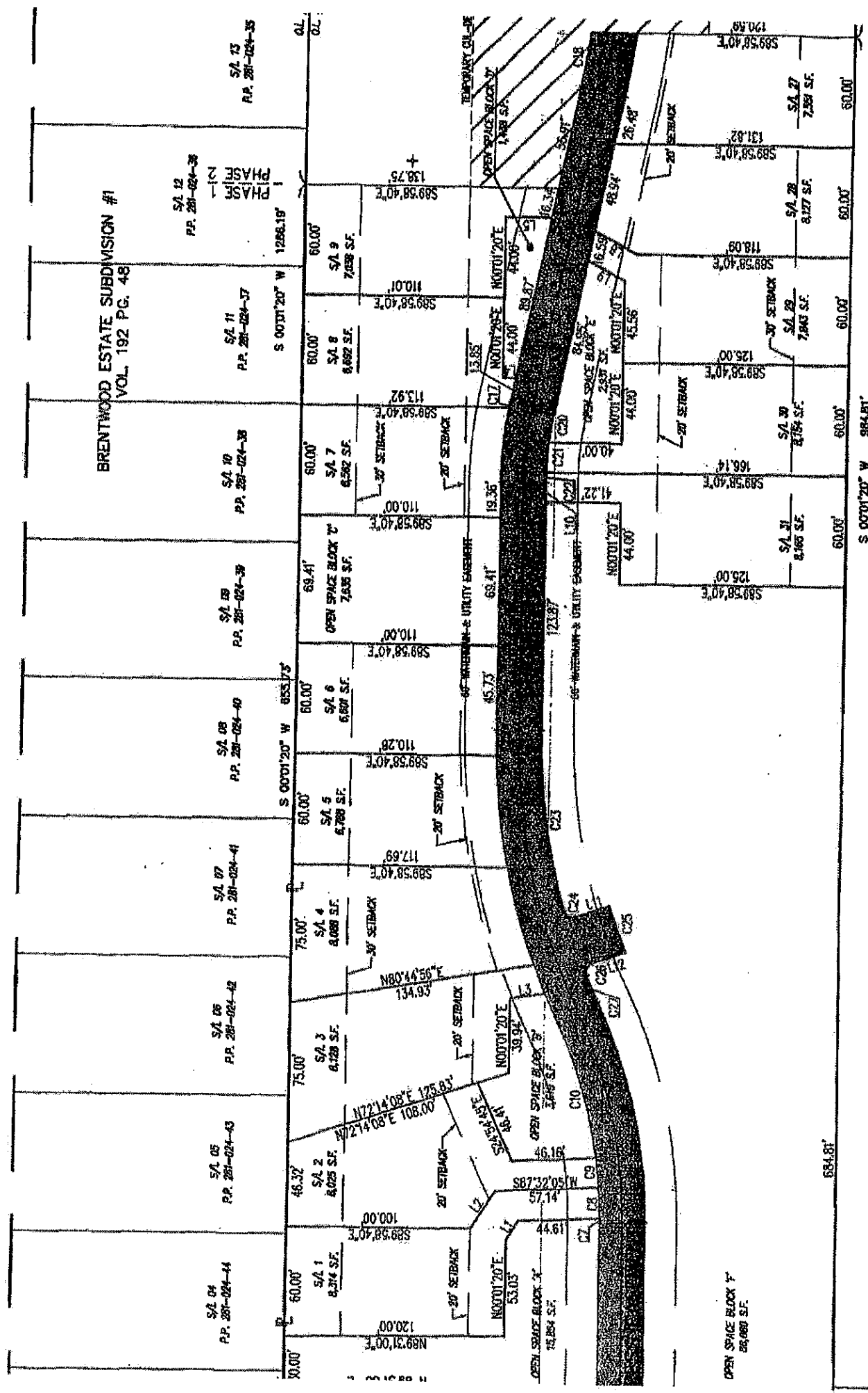
FALLS GLEN PARCEL NUMBERS

SUBLOT	PARCEL NUMBER	
3	281-24-069	
4	281-24-070	
8	281-24-075	
9	281-24-076	
29	281-24-079	
30	281-24-080	
31	281-24-081	
Phase 2 Land	281-24-082	4.06 Acres

1,585.35' Rec. & Used N 00°01'20" E

1,056.01' Obs (Man to Man)

ROAD 60'



S 00°01'20" W 1529.60'

S 00°01'20" W 984.81'

S 00°01'20" W 984.81'

S 00°01'20" W 984.81'

S 00°01'20" W 984.81'

S 00°01'20" W 984.81'

S 00°01'20" W 984.81'

FALLS GLEN CLUSTERS
HOME OWNER'S ASSOCIATION

BUDGET

Projections Based on 14 Units (Phase I)

<u>Category</u>	<u>Annual</u>
Common Area Electricity	\$ 650.00
Landscaping	5,770.00
Snow Removal (Streets & Driveways)	3,650.00
Insurance	300.00
Management	2,352.00
Legal & Accounting	300.00
Replacement Reserve	500.00
General Maintenance and Repairs	200.00
Real Estate Taxes (Common Areas)	3,000.00
Office Expense, Postage and Miscellaneous	<u>150.00</u>
Total Annual Expenses	\$ 16,872.00

Monthly Maintenance Fee: \$100.00 per Unit

All amounts are rounded off to the nearest dollar.

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 6
DEED 7/6/2011 1:48:41 PM
201107060433

**FIRST AMENDMENT TO THE
DECLARATION OF RESTRICTIVE COVENANTS OF
FALLS GLEN CLUSTERS**

This First Amendment to the Declaration of Restrictive Covenants of Falls Glen Clusters ("Amendment") is made this 1st day of June, 2011, pursuant to Ohio Revised Code Chapter 5312 and the Declaration of Restrictive Covenants of Falls Glen Clusters ("Declaration"), which was filed of record on May 19, 2008 with the Cuyahoga County Recorder as AFN No. 200805190683.

RECITALS

WHEREAS, the Declaration is binding upon all Owners and the property submitted thereto;

WHEREAS, Falls Glen Clusters, LLC is the Developer under the Declaration and the Declarant herein;

WHEREAS, pursuant to Ohio Revised Code Section 5312.05, the Declaration may be amended with the approval of at least seventy-five percent (75%) of the Owners of all Lots, as the Declaration, itself, is silent as to the method of amending the Declaration; and

WHEREAS, the Declarant, with the approval of at least seventy-five percent (75%) of the Owners of all Lots, desires to amend the Declaration as stated herein.

NOW, THEREFORE, Declarant hereby declares and amends the Declaration as follows:

1. That all terms defined in the Declaration shall have the same meaning in this Amendment, unless such term is otherwise defined herein.

2. That Article I of the Declaration, entitled "Definitions," shall be amended to include the following definition:

h) "Developer Control Period" shall mean the period of time set forth in Article XIII, Section 2.

3. That Article II of the Declaration, entitled "Property Subject To This Declaration," shall be deleted in its entirety and replaced by the following:

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Olmsted Falls, County of Cuyahoga and State of Ohio, and is shown on the Plat of Falls Glen Clusters recorded with the Cuyahoga County Recorder's Office on September 8, 2005, at Volume 341, Page 38-39, consisting of 9.9104 acres and including lands designated thereon as "Phase 1" and "Residual Block G", as well as any additional lands subject to the Declaration through future Supplemental Declarations.

4. That Article VI, Section 1 of the Declaration, entitled "Creation of the Lien and Personal Obligation of Assessments," shall be deleted in its entirety and replaced by the following:

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, except the Developer as the Owner of a Lot that is vacant or that contains a dwelling which has not been issued an occupancy permit, shall pay to the Association: (1) annual assessments or charges; and (2) special assessments, if any, for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided, and shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Notwithstanding any other provision in the Declaration, there shall not be any annual or special assessment, excepting assessments referred to in Article XII of the Declaration, placed upon any Lot owned by the Developer when such Lot does not contain a dwelling or other structure that has been issued an occupancy permit by the applicable local authority having such jurisdiction.

5. That Article VI, Section 3 of the Declaration, entitled "Basis and Owners of Annual Assessments," shall be deleted in its entirety and replaced by the following:

Section 3. Basis and Owners of Annual Assessments. During the Developer Control Period, the Developer shall establish the amount of the annual assessment. Thereafter, the annual assessment may be increased by vote of the Members, as hereinafter provided, or by the Board of Trustees who are hereby authorized to increase annual assessments by not more than ten percent (10%), without the vote of the Members. Each Owner, except the Developer as the Owner of a Lot that is vacant or that contains a dwelling which has not been issued an occupancy permit, shall pay the same amount of annual assessment.

The annual assessment shall be sufficient for the payment of the premiums on a comprehensive general liability insurance against any and all claims for bodily or personal injuries or property damage brought against the Association and shall cover claims for property damage on neighboring lands caused by the negligence of the Association in failing to maintain the Common Properties, which insurance shall be at a minimum in a single limit amount of One Million Dollars (\$1,000,000.00). The Board of Trustees of the Association shall keep such insurance in effect at all times. The Association shall maintain officers and directors liability insurance coverage.

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

6. That the Declaration shall be amended by the creation of a new Article XIII, entitled "Special Developer Rights," to read as follows:

ARTICLE XIII

SPECIAL DEVELOPER RIGHTS

Section 1. Use for Sale Purposes. The Developer reserves for itself, its successors and assigns, the right to maintain sales offices and models on the Lots. The Developer reserves the right for itself to post signs and displays in the Property to promote sales of Lots, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Owners.

Section 2. The Developer Control Period. The Developer Control Period shall commence upon the recording of the Declaration and shall terminate upon the earlier to occur of the following:

(a) The conveyance of one hundred percent (100%) of the Lots (including Lots and/or units from additional land subject to the Declaration through future Supplemental Declarations) to Owners other than Developer; or

(b) Fifteen (15) years after the recording of the Declaration.

Section 3. Control of the Association. The Developer shall have the right to appoint and remove the members of the Board of Trustees and the officers of the Association during the Developer Control Period, provided that such members of the Board of Trustees and Officers are either Owners or employees or officers of the Developer or any management company retained by the Developer or the Association for management of the Association.

The Developer may voluntarily surrender the right to appoint and remove members of the Board of Trustees and officers before the termination of the Developer Control Period. In that event, the Developer may require, for the remainder of the Developer Control Period, that specified actions of the Association or the Board of Trustees be approved by the Developer before they become effective. Such voluntary termination shall be evidenced by a recorded instrument executed by the Developer setting forth the termination of right to appoint and the actions which would require Developer's approval.

Section 4. Right of Developer to Amend Documents. Notwithstanding anything to the contrary, this Declaration may be amended at any time during the Developer Control Period without the vote of Owners by a written instrument executed by the Developer and duly recorded for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Developer's original intent; making any change necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Lot; and including in the Declaration any provision which mirrors State law. No such amendment, however, shall materially affect any Owner's interest in the Association or the Common Properties. Each Owner and his mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Developer. All such Owners and their mortgagees, upon request of Developer, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by

Developer to be necessary or proper to effectuate the provisions of this paragraph.

Section 5. Submission of Additional Land. The Developer reserves the right to submit additional land to the terms of this Declaration without consent of the Owners at any time during the Developer Control Period. The submission shall be accomplished by the filing of a Supplemental Declaration identifying the additional land, the Lots and the Common Properties.

7. That the Declaration shall be amended by the creation of a new Article XIV, entitled "Amendments to the Declaration," to read as follows:

ARTICLE XIV

AMENDMENTS TO THE DECLARATION

Section 1. Amendments to the Declaration. Except as provided in Article XIII, Section 4, prior to the end of the Developer Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument executed by Developer and approved by the Owners of at least seventy-five percent (75%) of all Lots, either in writing or by a vote at a meeting called for this purpose. After the Developer Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least seventy-five percent (75%) of all Lots, either in writing or by a vote at a meeting called for this purpose.

Section 2. Execution of Amendments. All Amendments shall be executed by the Developer, if required, and shall be executed by the President and Secretary of the Association. Such Amendment shall certify that the proper notices were sent and that the requisite vote of the Owners was obtained. Amendments need not be signed by the Owners.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the FALLS GLEN CLUSTERS, LLC, as Declarant, has caused this Amendment to be made as of this 1st day of June, 2011.

FALLS GLEN CLUSTERS, LLC

By: Falls Glen, Inc.
Its Managing Member

By: [Signature]
Kenneth R. Sacks, President

By: [Signature]
H. David Howe, Jr., Secretary

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State aforesaid, personally appeared the above named FALLS GLEN CLUSTERS, LLC, by Falls Glen, Inc., its Managing Member, by Kenneth R. Sacks, President, and H. David Howe, Jr. Secretary who acknowledged that they did sign the foregoing instrument and that the same was their free act and deed individually and in the capacity indicated.

Given, under my hand and Notarial Seal this 1st day of June, 2011.



LEE ANN PRETO
Resident Medina County
Notary Public, State of Ohio
My Commission Expires 08/13/13

[Signature]
Notary

The undersigned, as President and Secretary of the Falls Glen Clusters Homeowners Association, hereby certify that, pursuant to the requirements of the Declaration of Restrictive Covenants of Falls Glen Clusters and Ohio Revised Code Section 5312.05, the Owners of at least seventy-five (75%) of all Lots have consented to the Amendment herein.

[Signature]
Kenneth SACKS, President

[Signature]
H. DAVID HOWE, JR., Secretary

Date: 06/01/11

Date: 6/1/11

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 3
DEED 2/27/2020 10:19:34 AM
202002270279

**SECOND AMENDMENT TO THE
DECLARATION OF RESTRICTIVE COVENANTS OF
FALLS GLEN CLUSTERS**

This Second Amendment to the Declaration of Restrictive Covenants of Falls Glen Clusters is made this 7th day of February 2020, pursuant to the *Declaration of Restrictive Covenants of Falls Glen Clusters* (“*Declaration*”) as on record with the County Recorder at Inst. No. 200805190683, and as amended at Inst. No. 201107060433, and consistent with Chapter 5312 of the Ohio Revised Code.

RECITALS

WHEREAS, the *Declaration* contains covenants and restrictions running with the land, binding upon the real property submitted thereto and all persons being Owners as identified therein;

WHEREAS, Falls Glen Clusters, LLC was the original Developer under the *Declaration*, and at the time of the First Amendment thereto;

WHEREAS, Valore Properties, Inc. is now the successor Developer specifically assigned those rights expressly reserved to the original Developer;

WHEREAS, Falls Glen Cluster Homeowners Association, Inc. remains under the administration outlined by the Developer Control Period defined within the *Declaration*, as amended;

WHEREAS, Valore Properties, Inc. did submit the subject real property to a replat on record with the Cuyahoga County Fiscal Officer at Inst. No. 201912160694;

WHEREAS, it remains the right of the Developer under Article XIII, Section 4, to amend the *Declaration* “without the vote of Owners by a written instrument executed by the Developer and duly recorded for the purpose of . . . eliminating or resolving any ambiguity herein; making nominal changes; (or) clarifying Developer’s original intent; . . . and including in the Declaration any provision which mirrors State law”;

WHEREAS, Article XIV, Section 2, of the *Declaration* instructs that all amendments must be executed by the Developer, if required, and that amendments need not be signed by the Owners;

WHEREAS, consistent with R.C. § 5312.05(A), amendments may be as specified within the association’s declaration or bylaws; and

WHEREAS, the successor Developer, being specifically assigned those rights to act herein as Declarant, desires to amend the *Declaration* as stated herein.

NOW, THEREFORE, BE IT RESOLVED, that Declarant hereby declares and amends the *Declaration* as follows:

1. That ARTICLE X, EXTERIOR MAINTENANCE, Section 1, Exterior Maintenance is deleted in its entirety and replaced by the clarifying provision below:

Section 1. Maintenance by Association. In addition to maintenance upon the Common Properties as contemplated in Article VI, Section 2 herein, the Association shall provide reasonable turf maintenance, chemical lawn treatment, and snow removal of the sidewalks and driveways. The services stated within this provision shall be paid from the maintenance assessments levied equally upon all Owners.

2. That ARTICLE X, EXTERIOR MAINTENANCE, Section 2, Assessment of Cost, is deleted in its entirety and replaced by the clarifying provision below:

Section 2. Maintenance by Owner. Maintenance of any building, Lot, or improvement constructed upon a Lot within the Association shall be the primary responsibility of the Owner thereof. Notwithstanding the Owner obligation, the Association retains the permissive authority to perform maintenance or remedy Owner violations and failures concerning the same.

- (a) Owners are expected to provide exterior maintenance and landscaping upon each Lot consistent with the standard prevailing throughout the community, and in accordance with any Design Guidelines promulgated by the Association, its Board of Directors, or those standards adopted by the Architectural Control Committee. The Owner obligation specifically includes maintenance and landscaping as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, flowers, and other exterior improvements.
- (b) Coextensive with those rights afforded homeowners associations under R.C. § 5312.06(D) and consistent with the inherent right of owners associations under R.C. § 5312.13 to ensure compliance with covenants, conditions, and restrictions, the Association may compel, perform, or otherwise remedy any Owner's failure to comply with provisions of this *Declaration*.
- (c) Any cost associated with the Association's exercise of the permissive authority to perform exterior maintenance upon any Lot, other than those items set forth in Article X, Section 1, shall be assessed against the Lot upon which such maintenance is performed and shall be added to and become part of the maintenance assessments that said Lot is subject to under Article VI, hereof. As part of such maintenance assessment and constituting authorized charges, any individual Lot assessment an Owner fails to pay shall become a lien and obligation of the Owner consistent with R.C. § 5312.11 and R.C. § 5312.12.

Any conflict between the above provision and any other provisions of the Articles, Declaration, and any subsequently adopted Rules shall be interpreted in favor of the above amendment. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity

of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in a court of common pleas within one (1) year of the recordation.

IN WITNESS WHEREOF, VALORE PROPERTIES, INC., as successor Developer and assigned those rights reserved for the original Developer/Declarant, has caused this Amendment to be made as of this 7th day of February 2020.

VALORE PROPERTIES, INC.

By: [Signature]
Authorized Representative

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Valore Properties, Inc. by and through its managing member, and those individuals acting by and on behalf of Falls Glen Clusters Homeowners Association, Inc. as the Developer-controlled Board of Directors, and representing that they are vested with such rights and authorizations indicated herein, acknowledging that they did sign the foregoing instrument and that the same was their free act and deed individually and in the capacity indicated.

Given under my hand and Notarial Seal on this 7th day of February 2020.



The undersigned, as acting President and Secretary of the Falls Glen Clusters Homeowners Association, Inc. hereby certify that pursuant to the requirements of the *Declaration of Restrictive Covenants of Falls Glen Clusters*, as amended, and consistent with R.C. § 5312.05, this Second Amendment is expressly authorized as a right reserved to the Developer and appropriately being exercised by the successor identified herein.

[Signature]
ANTHONY M. VALORE President

Date: Feb 7th, 2020

[Signature]
ANTHONY M. VALORE Secretary

Date: FEB 7th, 2020

This Instrument Prepared by:
Erick J. Nevin, Esq.
Foth & Foth Co., L.P.A.
01.29.2020

**FALLS GLEN CLUSTERS OF OLMSTED FALLS HOMEOWNERS ASSOCIATION
DESIGN GUIDELINES & ARCHITECTURAL CONTROL PROVISIONS**

The following standards have been developed and promulgated by the Declarant in accordance with Article VIII, of the Declaration and are applicable to all new construction and all modifications or improvements. These Design Guidelines are not part of the Declaration and can be amended by the Declarant or the Association without a vote of the Owners.

NOTE: PRIOR PLAN APPROVAL IS REQUIRED FOR ALL STRUCTURES OR IMPROVEMENTS PLACED ON THE LOT BY THE HOMEOWNER, INCLUDING BASKETBALL HOOPS, PLAY EQUIPMENT, STORAGE BUILDINGS, SWIMMING POOLS AND FENCES.

GENERAL GUIDELINES APPLICABLE TO ALL LOTS

Dwelling Type. No building shall be erected, altered, placed or be permitted to remain on any Lot other than one single-family dwelling and attached garage.

Garages. Detached garages of any size are not permitted.

Yards, Driveways and Walks. Front yards shall be grass and landscaped as soon after completion of the Dwelling Unit as is practical under weather conditions. Rear Yards shall be defined as that portion of the Lot which is behind the rear elevation of the Dwelling Unit extended to each Lot line. All driveways shall be paved with asphalt, concrete, paver bricks or paving stone. Gravel or dirt driveways are prohibited.

Color Schemes. All dwellings shall be in conformance with the original color scheme as promulgated by the Declarant. The following guidelines shall be followed when determining color scheme with respect to location.

- a. In any group of five dwellings on the same side of a street, at least three siding colors must be used. Never use the same color on two consecutive dwellings.
- b. On any cross-street intersection, at least two siding colors must be used.
- c. Dwellings directly across the street from one another should have different siding colors.

Underground and Log Houses. Underground and log structures are prohibited.

Porches, appendages and additions. No porches, appendages, or additions shall be permitted unless they are of a size, style, color and type compatible with the original design of the house and shall match the house material and coloring exactly. Porches, appendages or additions must be integrated into the design of the house. Compatibility shall be at the discretion of the Declarant or the Association. Covered porches and pergolas can be detached based on city restrictions.

Front Storage. No front porch shall be used for the storage of any items except normal porch furniture. No front yard shall be used for the storage of any item of any kind.

Awnings. No metal or plastic awnings for windows, doors, decks or patios may be erected or used. Canvas awnings may be used subject to prior approval of size, color, location and manner of installation for the particular lot in question.

Exterior Carpeting. No exterior carpeting may be used if it is visible from any neighboring lot or the street.

Railings. All deck and balcony railings shall be of the same style, color and/or be compatible with the deck or balcony.

Solar Panels. No solar panels shall be permitted.

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

Water Discharge. Storm water must be disposed in accordance with the drainage plan for the subdivision and county/township regulations.

Skylights. Skylights may be used on a back roof facing the rear of a lot. Other locations may be approved by the Declarant or the Association for a contemporary design house depending upon the design and the particulars of the lot.

Entrance Structures. No additional driveway entrance structures shall be permitted.

Pools. Pools shall be permitted but must be approved by the HOA. Small portable “kiddie” pools shall be permitted in rear yards only behind the Dwelling Unit so long as said pool is not in place for more than seventy-two (72) consecutive hours.

Spas and Hot Tubs. Hot tubs and spas shall be permitted provided that hot tubs and spas must be in-ground or if above ground incorporated into a deck. All hot tubs and spas must be screened with a privacy fence meeting the provisions of these Design Guidelines or other such adequate screening as approved by the Declarant or the Association.

Play Equipment. Play apparatus or structures shall be located in the Rear Yard and not located within any side or rear setback lines. Such structures shall be of wood construction with natural coloring or may be painted or stained brown or gray. Structures that include colored items of equipment, such as a slide or swing set seats, so long as all such equipment is the same color. Any play structures that include a roof shall be shingled in the same color as the dwelling. All play equipment on any one lot shall be the same colors.

Basketball Hoops. No basketball hoop or goal may be placed on any lot, regardless of location, until its specifications and location have been approved in accordance with these guidelines. Portable basketball goals also require approval.

- a. Specifications. In general, any commercially available goal will be acceptable. Goals with home-made backboards or posts will not be acceptable. Backboards must be clear. The post should be painted in neutral colors so as to blend in with the surroundings as much as possible. All goals must be maintained. Any backboard or goal that becomes broken or damaged, must be repaired, replaced or removed. Any lighting for the goal must be directed away from any neighboring dwelling or patio or deck areas.
- b. Location. No goal may be attached to any dwelling or garage. All goals must be located at least ten (10) feet back from any property line. A portable basketball goal may be located on a driveway for the period of its current use. Any portable goal must be put away after use. Any portable goal left out overnight shall be considered in violation of these guidelines.
- c. Use. Use shall be limited to reasonable play hours depending upon seasons. No use will be permitted after 11 pm, nor earlier than 9:00 am. The Board shall have the right to set different hours in the event that use creates an unreasonable disturbance.

Sheds and Storage Buildings. Storage sheds, outbuildings, storage buildings are not permitted.

Air Conditioning and Heat Pump Equipment. Air conditioning and heat pump equipment shall be located in side yards or Rear Yards. To the extent reasonably possible, such equipment shall be screened from view in a manner approved for each particular lot.

Fencing. Rear yards of lots 1-12 are permitted to have solid board on board like currently existing homes. Side yard fences are permitted to be either chain link, wrought iron, metal or white picket fence (no solid wood fence). Fences must have Six (6) foot gate opening for lawn mower to access rear yards. The Declarant and the Association reserve the right to restrict fencing in areas where its presence would adversely impact the aesthetics of the community.

Radio and Television Antennas. These guidelines are to be interpreted so as to balance the right of the individual owners to receive acceptable quality broadcast signals in accordance with F.C.C. regulations with the right and duty of the Association to preserve, protect and enhance the value of the properties within the subdivision.

A. Prohibited Apparatus. All exterior antennas, except the following, are prohibited:

1. an antenna that is designed to receive direct broadcast satellite service, including direct-to-home satellite services, that is one meter or less in diameter; or
2. an antenna that is designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and that is one meter or less in diameter or diagonal measurement; or
3. an antenna that is designed to receive television broadcast signals.

B. Permitted Locations.

An antenna must be located in the rear yard or on the rear of the Dwelling Unit in such a manner so as not to be visible by a person of normal height standing at the edge of the street directly in front of the Dwelling Unit. Other locations are permitted if placement under these guidelines precludes reception of an acceptable quality signal upon approval of the Declarant or the Association. In such case, the owner and the Declarant or the Association shall attempt to find a location with the least visual impact upon the surrounding properties. An "acceptable quality signal" is one that is intended for reception in the viewing area and is consistent with the quality of signals received by others in the immediate vicinity. No location shall be permitted if installation creates a line of sight problem for drivers in the vicinity. The Declarant or the Association may prohibit a location that imposes a legitimate safety concern. An example of a location that imposes a legitimate safety concern is one that is near high voltage power lines or one where the guy wires obstruct legitimate pedestrian access

C. Other Requirements.

The Declarant or the Association may require that the antenna be painted in a fashion that will not interfere with reception so that it blends into the background against which it is mounted or that the antenna be screened so as to reduce the visual impact. Any such requirements must be reasonable in light of the cost of the equipment or services and the visual impact of the antenna. The Declarant or the Association may impose restrictions on methods of installation that create legitimate safety concerns. For example, permitted methods of installation may include reasonable height restrictions and adequate bolting and guying.

D. Continued Maintenance.

Each owner shall maintain any antenna in a reasonable manner so as not become unsightly. Each owner shall remove any antenna upon cessation of its use.

Landscaping. Landscaping and normal lawn are required around all houses.

Lot Maintenance. All Lots must be kept free of debris and clutter. During any construction, each Owner and Builder shall be responsible for keeping the streets and adjacent lots clean and free of debris. No fill material shall be dumped on any lot except within five (5) days of commencement of construction. The Association shall have the right to assess any owner for the costs of clean up in the event that the owner fails to do so.

Lot Grading. The Builder and Owners shall be responsible to regrade the Lot in accordance with the grading plan as approved by Cuyahoga County and / or the City of Olmsted Falls. Any deviations from such plan must be preapproved by the County/City and the Declarant.

Mailboxes. Cluster mailbox units (CBU's) as required and approved by the US Postal Service will be installed by the Builder.

House Numbers. House numbers are required on each Dwelling Unit.

Exterior Lighting. Plans showing sufficient detail as to size, wattage and type of bulb to be used in the exterior lighting must be submitted to the Association prior to installation. Exterior lighting must be directed in such a manner so as not to intrude into neighboring lots and houses.

Discretion. Any discretion to be exercised in the review of plans shall be that of the Declarant or the Association.

Variances. The Declarant or the Association may grant variances from these guidelines if such variance will not be of substantial detriment to adjacent lots and will not materially impair these guidelines and the overall best interest of the subdivision.

Right to Modify Guidelines. The Declarant and the Association reserve the right to modify these guidelines, provided however, that no such modification shall be made that will materially and adversely affect the overall character of the properties as a first class development. No modification shall be made with respect to new construction unless consented to in writing by the Declarant.

Title:	Falls Glen CLusters Homeowners Association Penalty Standard	Effective:	02/01/2020
Version:	1.0	Classification:	Required



Any identical violation(s) reported within 3 years of the first notification shall be considered an extension of the original violation and will immediately progress to the next step of the escalation process. This includes immediately assessing fines or resolving at the homeowners expense if final notices have been previously issued.

When a violation is observed or reported against the Homeowners Association Governing Documentation, the following process shall be followed:

1. **Confirmation** - The Homeowners Association and/or their delegate(s) will review the reported violation and validate violation does exist. If confirmed, the remaining process will be enacted as applicable.
2. **Informational Notice** – The resident will receive a letter from the Homeowners Association and/or their delegate(s) specifically defining:
 - The violation identified
 - The specific declaration(s) in violation
 - Requested resolution timeframe
 - In most cases, homeowners will have 21 days to resolve the issue.
 - If a violation poses a health, safety or security risk to anyone in proximity of violation an expedited resolution timeframe may be enacted.*
3. **Final Notice** – The resident will receive a final letter from the Homeowners Association and/or their delegate(s) specifically defining:
 - The violation identified
 - The specific declaration(s) in violation
 - Final Resolution Timeframe – 7 Days

A \$10.00 administrative fee shall be assessed against the homeowner in violation as part of this notice.

4. Weekly Assessment Commencement and/or Homeowners Association Remediation

After the 7 day timeline has passed, and the lot is still out of compliance:

- **The homeowner of the lot shall be charged \$100 per week (per violation) until the lot is back in compliance.**
- **In accordance with the Declaration of Covenants, the Homeowners Association may exercise their right through its agents, contractors and employees to remediate the violation at the homeowner's expense.**

5. **Monthly Assessment** – An administrative charge of \$30.00 per month shall be incurred for any unpaid balance. Owners are advised that they must allow 7-10 business days to process through regular mail service or be subject to a late charge.

6. **Hearing** – Homeowner may request a hearing for an extension in resolving their violation(s) with the Homeowners Association Board of Directors. The following will be considered in issuing a judgment:
 - Violation in Question
 - Applicable Penalties
 - Acceptable Resolutions
 - Closure of Violation

The Homeowners Association Board of Directors will preside over all hearings. A quorum must be present. Judgments will be issued based on majority rule and are considered final. Please contact the Homeowners Association Board of Directors at info@titanmanagementservices.com to request a hearing.

Financial Penalty Structure

Per the Declaration of Covenants, the Homeowners Association has the authority to levy fines in addition to other penalties for non-compliance of the Governing Documentation. Below outlines the standardized penalty structure approved by Board of Directors.

Note: The Board of Directors reserves the right to deviate from penalties at any time. Elevated penalties may be considered in the event of safety concerns, severity, number of reoccurrences, and impact to the overall community.

*Immediate Resolution

If such violation posts a health, safety or security risk, then no notice or hearing need be given.

The Association may assess the cost of such resolution against the subject Lot in accordance with the Declaration of Covenants. These costs are in addition to and may supersede the financial penalties stated above.

Revision History

Date	Version	Description
2/1/20	1.0	Document Ratified and Published