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**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR  
LANDS END SOUTH SUBDIVISION**

Declarant, **Valore Properties, Inc.** an Ohio corporation, is the owner of certain real estate in the City of Westlake, Cuyahoga County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property").

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and reservation of easements herein and to the provisions of Chapter 5312 of the Ohio Revised Code. This chapter is the Ohio Planned Community Act and will be referred to as "the Act." This Declaration is for the purpose of protecting the value and desirability of the Property and which shall run with the Property submitted hereunder or which may subsequently be added, and shall be binding on all parties having any right, title or interest in the Property, its successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**

**DEFINITIONS**

- 1.1. Allocated Interests.** "Allocated Interests" means the Common Expense Liability and votes in the Association as set forth in Article III.
- 1.2. Assessments.** "Assessments" means those charges upon the Sublot established by Article VII of this Declaration.
- 1.3. Association.** "Association" means Lands End South Homeowners Association, Inc., an Ohio nonprofit corporation, its successors and assigns. Except as the context otherwise requires "Association" shall mean the Board of Directors acting on behalf of the Association.

- 1.4. Board.** "Board" shall mean the Board of Directors of the Association.
- 1.5. Builder.** "Builder" means any person or entity (including the Declarant) who acquires a Sublot for the purpose of improving that Sublot and erecting a Dwelling Unit thereon for resale to an Owner.
- 1.6. Bylaws.** "Bylaws" means the bylaws of the Association attached hereto and incorporated herein as Exhibit B.
- 1.7. Common Elements.** "Common Elements" shall mean any real estate owned or leased by the Association other than a Sublot, including easements in favor of the Association.
- 1.8. Common Expense Liability.** "Common Expense Liability" means the liability for Common Expenses allocated to each Sublot pursuant to Article III, of this Declaration.
- 1.9. Common Expenses.** "Common Expenses" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.
- 1.10. Declarant.** "Declarant" means Valore Properties, Inc. its successors and assigns.
- 1.11. Declarant Control Period.** "Declarant Control Period" means the period of time that the Declarant may appoint members of the Board of Directors and the officers of the Association as set forth in Article XIII.
- 1.12. Declaration.** "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Lands End South Subdivision, including any amendments or supplements hereto.
- 1.13. Development Period.** "Development Period" means the period commencing on the date of recording of this Declaration and ending on the date fifteen (15) years thereafter within which the Declarant has the right to exercise the Development Rights set forth in Article XII.
- 1.14. Development Rights.** "Development Rights" means those rights reserved by the Declarant in Article XII.
- 1.15. Dwelling Unit.** "Dwelling Unit" means a detached building designed and intended for use and occupancy as a single-family residence.

**1.16. Member.** "Member" means any person or entity entitled to membership in the Association as provided herein.

**1.17. Occupant.** "Occupant" means any person in possession of a Sublot or Dwelling Unit whether or not such possession is lawful and shall include but not be limited to, an Owner's family members, guests, invitees, tenants and lessees.

**1.18. Owner.** "Owner" means the Declarant or other person or entity that owns a Sublot, but does not include a person or entity having an interest in a Sublot solely as security for an obligation.

**1.19. Property.** "Property" means the real estate described in Exhibit "A" attached hereto and any other property, which may be made subject to the terms of this Declaration, together with any improvements, made thereon.

**1.20. Record Plan.** "Record Plan" means the record plat for Lands End South Subdivision, Reception No. 20220414034 Cuyahoga County, Ohio Plat Records, and any subsequent plats or replats thereof.

**1.21. Special Declarant Rights.** "Special Declarant Rights" means those rights reserved by the Declarant in Article XIII.

**1.22. Sublot.** "Sublot" means the physical portion of the Property designated for separate ownership or occupancy, the boundaries of which are described pursuant to Article II, Section 2.1.

**1.23. Surface Water Management System.** "Surface Water Management System" shall mean the system designed for the Property by the Declarant for storm water, soil erosion and sediment control. Such system shall include all existing watercourses, ditches, retention basins and swales located in the Property.

## ARTICLE II

### SUBLOTS AND BOUNDARIES

- 2.1. Types of Sublot .** There shall be one type of Sublot within the Property, which are for the construction and occupation of a detached single-family Dwelling Unit,
- 2.2. Description of Sublot Boundaries.** The boundaries of the Sublots shall be those as set forth on the Record Plan.

## ARTICLE III

### ALLOCATION OF ALLOCATED INTERESTS

- 3.1. Common Expense Liability.** The allocation of Allocated Interests for Common Expense Liability shall be determined in accordance with the allocation of the various assessments as set forth in Article VII, Section 7.8.
- 3.2. Votes in the Association.** The allocation of Allocated Interests for voting purposes shall be one vote per Sublot .

## ARTICLE IV

### COMMON ELEMENTS AND EASEMENTS

- 4.1. Description.** The Common Elements shall be any portion of the Property owned by the Association in fee or by easement or leased to the Association.
- 4.2. Easements.** The Property shall be subject to certain easements. These easements shall be appurtenant to and pass with the title to the Sublot .
- 4.3. Enjoyment.** The Common Elements shall be subject to an easement of enjoyment in favor of the Sublot and Owners. Such easement shall be limited to the purposes for which the easements are created. Nothing herein shall be construed to provide any right of access to the Sublot by any persons who are not Owners thereof.
- 4.4. Access.** The Common Elements shall be subject to permanent nonexclusive easements for ingress and egress in favor of the Sublot . Such easements shall be limited to the purposes for

which the easements were created. A non-exclusive easement is granted to the Owners of all Sublot, Occupants, their guests and invitees, and to all police, fire and other emergency personnel, and to all similar persons, and to the local governmental authorities, but not to the public in general, to enter upon the Common Elements, as shown on the Record Plan in the performance of their duties.

**4.5. Sublot Utility Easements.** The Sublots and Dwelling Units are subject to and benefitted by an easement for utilities. Each Sublot Owner shall have the right to use so much of the utility easement for any purpose not inconsistent with the common use of such easement.

**4.6. Drainage.** The Sublot shall be subject to easements in favor of the Sublot benefitted for Surface Water Management as further defined in Article V. No Owner shall do anything on or within a Sublot or Dwelling Unit that shall unreasonably increase the flow of surface water.

**4.7. City of Westlake.** A non-exclusive easement is granted to the City of Westlake, and to all police, fire and other emergency personnel, ambulance operators, delivery, garbage and trash removal personnel, and to all similar persons, and to the local governmental authorities, but not to the public in general, to enter upon the Common Elements and the Surface Water Management System in the performance of their duties.

**4.8. Owner's Delegation Rights.** Any Owner may delegate his or her easement rights and rights of enjoyment to the Common Elements to any Occupants, and any guests, invitees, tenants or lessees thereof. Any Owner who has leased his or her Sublot shall be deemed to have delegated such rights. Any such delegation, however, shall be in accordance with and subject to reasonable rules, regulations and limitation as may be adopted by the Association in accordance with its Bylaws.

**4.9. Limitation on Common Elements and Easements.** All Common Elements, easements and rights granted herein are subject to:

4.9.1. Restrictions set forth in this Declaration and any Supplemental Declaration.

4.9.2. Any rules and regulations adopted by the Association and the right to enforce such rules and regulations.

4.9.3. The right of the Association to levy assessments for the Common Expenses, and other assessments as set forth herein.

4.9.4. The right of the Declarant and the Association to amend the Record Plat and to grant further rights and easements within, upon, over, under, and across the Common Elements for the benefit of the Owners, the Association or Declarant.

**4.9.5.** The Common Elements cannot be mortgaged or conveyed without the consent of two-thirds of the Owners, excluding the Declarant. A conveyance or encumbrance of the Common Elements shall not deprive any Sublot or Dwelling Unit of its rights of access nor affect the priority of validity of pre-existing encumbrances. During any Declarant Control Period as set forth in Article XIII, no portion of the Common Elements can be dedicated without the prior approval of the Federal Housing Administration or the Veterans Administration, if either such agency is insuring or guaranteeing the mortgage on any Sublot.

**4.9.6.** If access to any residence is through the Common Elements, any conveyance or encumbrance of such area is subject to the Sublot Owner's easement.

**4.9.7.** All rights granted to the Association in this Declaration.

**4.9.8.** Development rights and Special Declarant Rights as set forth in Articles XII and XIII.

## ARTICLE V

### SURFACE WATER MANAGEMENT

**5.1. Surface Water Management System.** The Surface Water Management System shall consist of drainage easements as shown on the Record Plan. The Association shall maintain and administer the Surface Water Management System in accordance with the guidelines as may be promulgated from time to time by the City of Westlake.

**5.2. Surface Water Management System Easements.** Each Sublot shall be subject to and shall be benefited by an easement for storm sewers, drainage and surface water management as more particularly shown on the Record Plan. Such easement shall be non-exclusive as to the Owners and shall run to the Association, which has control and responsibility for drainage and surface water management. Such easement, however, shall not run to the public at large.

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

**5.4. Individual Maintenance.** Each Owner shall maintain that portion of the Surface Water Management System, which serves only that Owner's Sublot , including grass-cutting and vegetation control within the drainage swales located on the Sublot. Such responsibility shall

include keeping these easements clean and unobstructed. If the Association is providing grass mowing under Article VIII, then the Association shall be responsible for the drainage swale mowing. Maintenance of the Surface Water Management System shall in accordance with the guidelines and standards set forth by any governmental entity or any other agency having authority.

**5.5. Storm Water Management Basin Maintenance.** The Association shall have primary responsibility for the maintenance of the storm water management basin which shall mean that the stormwater management/water quality basin facility (the "Facility"). The Association will conduct regular maintenance of the Facility in accordance with the City of Westlake and Cuyahoga County requirements.

**5.6. Prohibition of Alterations.** The Association is prohibited from altering the design of the Facility without prior written approval from the City of Westlake Engineer.

**5.7. Restriction on Use.** No Owner shall use or permit any other persons to use the Surface Water Management System in any manner which would constitute a nuisance, hazard or unsanitary condition or be in violation of any local, state, or federal law ordinance, rule, regulation or statute. No use of the retention basin including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Facility.

## ARTICLE VI

### OWNERS ASSOCIATION

**6.1. Formation.** The Declarant has caused or will cause to be chartered a nonprofit corporation named Lands End South Homeowners Association, Inc. The purposes for the Association are to provide for the administrative governance, maintenance and upkeep of the Property and to promote the health, safety, and welfare of the Owners and Occupants of the Property.

**6.2. Membership.** The membership of the Association shall at all times consist exclusively of Owners of the Sublot. All such Owners shall be members. Membership shall be appurtenant to and may not be separated from such ownership.

**6.3. Powers of the Association.** Subject to Special Declarant Rights hereinafter set forth, the Association may:

**6.3.1.** adopt and amend a Bylaws for the government of the Association, the conduct of its affairs and the management of the Property (a copy of the Bylaws is attached as Exhibit B);

**6.3.2.** adopt rules and regulations for the use and occupation of the Common Elements and to enforce violations of the rules and regulation and the provisions and restrictions of the Declaration as against the Owners and Occupants.

**6.3.3.** adopt and amend budgets for revenues, expenditures and reserves and levy and collect Assessments from Owners;

**6.3.4.** hire and discharge managing agents and other employees, agents and independent contractors;

**6.3.5.** institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the community;

**6.3.6.** make contracts and incur liabilities;

**6.3.7.** regulate the use, maintenance, repair, replacement and modification of the Common Elements for which the Association has maintenance responsibility and other rights as set forth herein;

**6.3.8.** cause additional improvements to be made as part of the Common Elements;

**6.3.9.** acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property;

**6.3.10.** grant easements, liens, licenses and concessions through or over the Common Elements;

**6.3.11.** impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements and for services provided to Owners;

**6.3.12.** impose charges for late payments of Assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the Declarations, the Bylaws, and any rules and regulations of the Association;

**6.3.13.** impose reasonable charges for the preparation and recordation of amendments to the Declaration or for statements of unpaid Assessments;

**6.3.14.** provide for indemnification of its officers and board of Directors and maintain directors' and officers' liability insurance;



**6.3.15.** assign its right to future income, including the right to receive Common Expense Assessments, except that this power shall be limited to the purposes of repair of existing structures or improvements;

**6.3.16.** exercise any other powers conferred by the Declaration, Bylaws or Articles of Incorporation;

**6.3.17.** exercise all other powers that may be exercised in this state by nonprofit corporations;

**6.3.18.** exercise any other powers necessary and proper for the governance and operation of the Association.

**6.4. Voting Rights.** Subject to Special Declarant Rights as set forth in Article XIII, Owners shall be entitled to vote on matters properly before them in accordance with this Article, the Bylaws and the laws of the State of Ohio.

**6.5. Number of Votes.** Each Sublot shall have one vote. If only one of several Owners for a Sublot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Sublot. If more than one of the Owners is present, the vote allocated to that Sublot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts the vote allocated to that Sublot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Sublot. The Association may adopt rules regarding deadlocks. No votes allocated to any Sublot owned by the Association may be cast.

**6.6. Proxies.** A vote allocated to a Sublot may be cast pursuant to a proxy duly executed by an Owner. If a Sublot is owned by more than one person, each Owner of the Sublot may vote or register protest to the casting of votes by the Owners of a Sublot through a duly executed proxy. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Sublot.

Unless expressly reserved and the Association is notified of such reservation, a land contract vendee shall be deemed the proxy of a land contract vendor for purposes of this section.

**6.7. Annual Meeting.** A meeting of the Members of the Association must be held at least once each year.

**6.8. Management Agent.** The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, certain powers granted to the Board by this Declaration. The Declarant, or an affiliate of the Declarant, may be employed as a managing agent or manager.

No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without termination fee on ninety (90) days or less written notice. Same management company can be used if all parties are in good standing.

## ARTICLE VII

### ASSESSMENTS

**7.1. Establishment of Assessments.** There are hereby established for the benefit of the Association, its successors and assigns, as a charge on each Sublot, certain Assessments for Common Expenses and other expenses. Each Owner, by acceptance of a deed, covenants and agrees to pay such Assessments.

**7.2. Purpose of the Assessments.** The Assessments are established for the benefit and use of the Association and shall be used in covering the costs of its Common Expenses and for other such purposes as hereinafter set forth.

**7.3. Annual General Assessment.** There is hereby established an Annual General Assessment levied against all Sublot for the purpose of the Common Expenses of the Association. The Common Expenses shall be, but not limited to, (1) operation, maintenance, repair and replacement as required by this Declaration; (2) the cost of any insurance required by this Declaration; (3) reasonable reserves for contingencies and replacement; and (4) administrative, accounting, legal and management fees; (5) all other costs and liabilities incurred by the Association in the exercise of its powers and duties pursuant to this Declaration.

**7.4. Individual Assessment.** The Association after approval by two-thirds (2/3) vote of all members of the Board shall have the right to assess an individual Sublot for any of the following:

7.4.1. any costs incurred by the Association in the performance of any maintenance in accordance with Article VIII, Section 8.3.

7.4.2. any charges or fines imposed or levied in accordance with Article IX, Section 9.3.1.1.

**7.4.3.** any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner or Occupant or their family, tenants, guests or invitees, including attorney fees, court costs and other expenses incurred.

**7.4.4.** any costs associated with the enforcement of this Declaration (including restrictions and easements) or the Rules and Regulations of the Association, including, but not limited to attorneys fees, witness fees and costs, and court costs.

**7.4.5.** any costs or charges permitted by this Declaration, any Supplemental Declarations, amendments, or the Bylaws to be charged or assessed as an Individual Assessment.

**7.5. Working Capital Fund; Initial Assessment.** At the time of closing of a Sublot from a Builder, the purchaser of such Sublot shall be assessed the sum of ~~\$250.00~~ for each Dwelling Unit to be constructed as initial capital contribution to the working capital fund of the Association. These Assessments shall be used by the Association for its operating expenses. Such Assessment is not an advance payment of the Annual General Assessment, and it will not be held in any sort of trust or reserve account.

Annually, the Board, without a vote of the Owners, may increase or decrease the Annual General Assessment. If the Board increases the Annual General Assessment, then, within Thirty (30) days of notice of such increase, Members in good standing exercising Ten (10%) percent of the voting power of the Association, may petition the Board for a special meeting of the Association to reconsider such increase. At such meeting, the Members in good standing, in person or by proxy, exercising sixty-six and two thirds (66 2/3%) percent of voting power of the Association, may vote to reduce the increase by any amount therein proposed, but not lower than the previous years maximum amount.

**7.6. Special Assessment.** There may be established a Special Assessment for the purpose of repairing or restoring damage or destruction to the Common Elements as further set forth in Article X.

**7.7. Computation and Payment of Annual General Assessment.** The Annual General Assessment shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Bylaws. This Assessment shall be effective as to each Sublot on the first day of the Association's fiscal year. The initial Annual General Assessment as to each Sublot shall commence on the first day of the month following the earlier of (i) its conveyance to an Owner other than a Builder; or (ii) occupation of the Dwelling Unit. The initial Annual General Assessment shall be prorated on a monthly basis to the end of the Association's fiscal year, and shall be collected at closing of the conveyance of the Sublot from the Builder. So long as there has been no default in payment of the Assessment, it shall be payable in annual installments due on the first day of each fiscal year. The Board shall have the power from time to time to adopt

such billing, collection and payment procedures, charges and other payment time schedules, as it deems appropriate.

**7.8. Allocation of Assessments.** The Common Expense Liability of each Sublot shall be its portion of the Common Expense. The Common Expense Liability and the Annual General Assessment shall be allocated equally to each Sublot. The other Assessments shall be allocated as applicable to the respective Sublot and as determined by the Board.

**7.9. Lien for Assessments.** The Association shall have a lien for any Assessment levied against a Sublot, for fines imposed against an Owner or Occupant, and for interest, costs and reasonable attorney fees.

**7.9.1. Creation.** The lien for Assessments is created by this Declaration and shall be a charge and a continuing lien on each Sublot, which shall run with the land. All persons or entities acquiring an interest in a Sublot after the filing of this Declaration take such interest subject to the lien.

**7.9.2. Effective Dates.** The lien for the Common Expense Liability for each Sublot as set forth in the Annual General Assessment shall be effective on the first day of the fiscal year of the Association. The lien for other Assessments shall be effective on the first day of the month following the notice of its levy on the Owners affected.

**7.9.3. Perfection.** Recording of this Declaration constitutes notice and perfection of the Lien.

**7.9.4. Notice of Lien.** The Association shall file a notice of lien with the land records of the Cuyahoga County and in accordance with the requirement of the Act.

**7.9.5. Priority of the Lien.** The lien created by this Section shall be prior to all liens and encumbrances recorded subsequent to this Declaration except the lien for real estate taxes and assessments and the lien of any bona fide first mortgage filed of record.

**7.9.6. Subordination and Mortgagee Protection.** Notwithstanding any of the provisions hereof to the contrary, the lien of any Assessment levied pursuant to this Declaration (and any late charges, interest, costs and attorney fees) shall be subordinate to, and shall in no way affect the rights of the holder of a first mortgage made in good faith for value received; provided, however, that such subordination shall apply only to Assessments, or installments thereof, which have become due and payable prior to the date of sale of such Sublot pursuant to a foreclosure or the date of a deed in lieu of foreclosure. Such sale or transfer shall not relieve the mortgagee or

the purchaser of a Sublot at such sale from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment. Mortgagees are not required to collect Assessments on behalf of the Association. Failure to pay Assessments shall not constitute a default under any mortgage insured by FHA/VA.

**7.9.7. Extinguishment of the Lien.** A lien for unpaid Assessments is extinguished unless proceedings to enforce it are instituted within five (5) years after the full amount of the Assessment becomes due. If an Owner of a Sublot subject to a lien files a petition for relief under the United States Bankruptcy Code, then the period of time to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay under Section 362 of the Bankruptcy Code is lifted.

**7.9.8. Estoppel Certificate.** Upon request of any mortgagee or Owner and upon payment in full of all Assessments and other charges permitted by this Declaration that are due to the Association, the Association shall execute and deliver to such mortgagee or Owner an Estoppel Certificate. Such certificate shall be in recordable form and shall note the payment of the outstanding Assessments and charges and that the Association is estopped from the enforcement of its lien with respect to Assessment and charges becoming due and payable prior to the date of the Certificate. The Association may charge a reasonable fee for the preparation of such certificate.

**7.10. Delinquency and Acceleration.** Any installment of an Assessment provided for by this Declaration shall become delinquent if not paid on the due date as established by this Declaration or by the Board. With respect to each installment of an Assessment not paid within five (5) days of its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, costs of collection, reasonable attorney fees and interest at the rate provided in Section 1343.03 of the Ohio Revised Code (and as amended from time to time). Interest shall be calculated from the date of delinquency to the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days of its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment immediately due and payable without further notice or demand to the Owner. The Association may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law or this Declaration. The filing of any petition for relief pursuant to the United States Bankruptcy Code by an Owner whose Assessment has been accelerated shall operate as a restoration of the Assessment to its prior status as if it has not been accelerated.

**7.11. Remedies Cumulative.** A suit to recover money judgment for unpaid Assessments and charges may be maintained without foreclosing or waiving the right to enforce the lien. A foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

**7.12. Personal Obligation.** The Assessments, including fines, if any, payable by each Owner, together with any penalty, interest, costs and reasonable attorney fees shall be the personal

obligation of the Owner of the Sublot at the time incurred. The personal obligation shall not pass to any successors in title unless expressly assumed by them.

**7.13. Statement of Unpaid Assessments.** The Association shall upon written request of the Owner, contract purchaser, or first mortgagee, furnish a statement setting forth the amount of unpaid Assessments against the Sublot. This statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board and every Owner. The Association may charge a reasonable amount for this statement.

**7.14. No Waiver of Liability for Common Expenses.** No Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Sublot against which the Assessments are made.

## ARTICLE VIII

### UPKEEP OF THE PROPERTY

**8.1. Sublot.** Each and every Sublot, its Dwelling Unit and any improvement erected thereon shall be maintained in a reasonable manner in accordance with the standard generally prevailing throughout the Property

**8.2. Common Elements.** The Association shall maintain the Common Elements.

**8.3. Association's Easement for Maintenance.** The Association is hereby granted an easement over the Sublots for the purpose of providing the maintenance required by this Declaration (ie entry stone columns).

**8.4. Association's Right to Maintain.** In the event that an Owner shall fail to provide maintenance as required by this Declaration in a manner satisfactory to the Association, and such Owner has failed to comply for ten (10) days after being so notified of such failure and upon being provided an opportunity to be heard concerning such failure, then the Association shall have the right, through its agents and employees, to enter upon said Sublot and repair, maintain and restore the Sublot. In the event that such failure poses a health, safety or security risk, then no notice or hearing need be given. The cost of such maintenance and repair shall be assessed against the subject Sublot in accordance with Article VII, Section 7.4.

**8.5. Access to Sublot.** For the purpose solely of performing the maintenance required or authorized herein, the Association through its duly authorized agents or employees, or

subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon any Sublot at reasonable hours on any day.

## ARTICLE IX

### RESTRICTIONS

**9.1. Use and Occupancy.** The following restrictions are applicable all Sublots with respect to the use and occupancy of the Property.

**9.1.1. Compliance with Laws.** No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner.

**9.1.2. Harmful Discharges.** There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere (other than normal residential chimney emissions), no production, storage or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground or any body of water, if such emission, production, storage or discharge may adversely effect the use or intended use of any portion of the Property or may adversely effect the health, safety or comfort of any person. No waste nor any substance or materials of any kind shall be discharged into any public sewer or the Surface Water Management System serving the Property or any part thereof in violation of any regulation of any public body having jurisdiction over such public sewer, or Surface Water Management System.

**9.1.3. Noise.** No person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property.

**9.1.4. Signs.** No signs of any character shall be erected, posted or displayed upon the Property, including the Dwelling Unit, except: (i) marketing signs installed by the Declarant while actively marketing the Sublot for sale; (ii) street and identification signs installed by the Association or the Declarant; and (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Sublot is on the market.

**9.1.5. No Trade or Business.** No trade or business of any kind may be conducted in or from any Sublot or Dwelling Unit except that an Owner or Occupant of a Sublot or Dwelling Unit may conduct such business activity within the Sublot or Dwelling Unit so long as: (a) the existence

or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Sublot or Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming on to the Sublot who do not reside in the Property; and (d) the business activity is consistent with the residential character of the Property.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full-time or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required thereof. The term "trade" or "business" for purposes of this restriction shall not include the construction, operation and maintenance of any model home or homes and sales offices by any Builder during reasonable hours.

**9.1.6. Trash.** Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Sublot . Trash containers (except during construction) shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Sublot .

**9.1.7. Parking; Vehicle Repairs.** Except in connection with construction activities, trucks, trailers, campers, recreational vehicles, boats and other large vehicles may be parked on the Property only if in garages. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Property. Vehicle repairs and storage of vehicles are permitted on the Property only if in garages. Recreational vehicles and boats may be parked in the driveways for a period not to exceed seventy-two (72) hours for the purpose of cleaning, loading or unloading. It is the intent of this restriction to limit parking in the driveways to personal non-commercial vehicles.

**9.1.8. Animals.** The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Sublot . The keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds) is permitted. No pets shall be kept or maintained for commercial purposes or for breeding. No external compound cages, kennels or hutches shall be permitted.

Any pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days written notice from the Board. Pets shall not be permitted on the Common Elements unless accompanied by someone who can control



the pet and unless carried or leashed. Any Owner or Occupant who keeps or maintains any pet on any portion of the Property shall be deemed to have indemnified and agreed to hold the Association harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets which may leave the Dwelling Unit or Sublot must be inoculated as required by law.

**9.1.9. Outdoor Fires.** No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted on any Sublot, except that an outdoor fireplace or permanent outdoor fire pit may be approved by written approval from the Architecture Review Committee as further described herein.

**9.1.10. Clothes Drying.** No outdoor clothes drying apparatus may be placed on any Sublot.

**9.1.11. Outdoor Wood Boilers.** Outdoor wood boilers for heating purposes are not permitted on the Property.

**9.2. Architectural Restrictions.** The following architectural restrictions shall be applicable to all Sublot. Other restrictions may be set forth in a Supplemental Declaration.

**9.2.1. Plan Approval.** No structure shall be placed, erected or installed upon any Lot, no construction (which term shall include within its definition staking, clearing, excavation, grading, and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place until the requirements of this section have been fully met. Prior to any construction, the Owner or Builder shall first submit to the Declarant (which for the terms of this section shall include its designee) in duplicate, plans and drawings, in a one-eighth (1/8) scale or larger, which shall contain, at a minimum:

- (a) front, rear and side elevations;
- (b) floor plans showing major dimensions and openings;
- (c) exterior building material to include color and type of material (vinyl, aluminum, cedar, etc.);
- (d) exterior trim color;
- (e) roofing material and color;
- (f) other materials necessary to illustrate the character of the proposed construction;
- (g) a statement of the estimated completion dates of all construction and improvements; and
- (h) other standards set forth within this Declaration (and any amendments hereto) or as may be published by the Architecture Review Committee.

These requirements also pertain to any alterations and/or additions. The Declarant shall approve, reject or modify such plans in a writing sent to the Owner or Builder in question not more than thirty (30) days after the plans are submitted to the Declarant. The thirty (30) day period shall commence upon execution of a written notice by the Declarant acknowledging receipt of plans and specifications and all information required therewith. The Declarant shall review the plans as to the quality of workmanship and design and harmony of external structures with existing structures and as to location in relation to surrounding structures, topography and finish grade elevation. The Declarant shall not unreasonably withhold approval of any plans that conform in every way with the Declaration and with the general character of the development on neighboring Sublot within the Property. If the Declarant fails to approve, reject, or modify the plans within the thirty (30) day period, the Declarant's approval shall be deemed to have been given, and no further permission shall be needed before the improvements described in such plans may be constructed or installed. However, in no event shall any improvements be constructed or installed that violate any terms of this Declaration.

**9.2.2. Design Guidelines.** The Declarant may prepare and, on behalf of itself and the Association, shall promulgate design and development guidelines governing construction within the Properties, which shall include application and review procedures to be followed in submitting an application for approval hereunder ("Design Guidelines"). The Design Guidelines shall be those of the Association, and the Declarant and/or the Association shall have sole and full authority to modify and to amend them from time to time without the consent of any Owner. The Declarant and/or the Association shall make the Design Guidelines available to Builders and Owners who seek to engage in construction upon all or any portion of the Property.

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

**9.2.4. Declarant's Control of New Construction.** The Declarant shall have exclusive control of new construction within the Property. No provision of this Declaration or the Design Guidelines, as the same relates to new construction, may be modified without Declarant's consent.

**9.2.5. Association's Right of Plan Approval.** After Declarant's right of plan approval has expired, the Association shall be responsible for plan approval. The Declarant may assign its right of plan approval or any portion thereof, to the Association. The Association may delegate such right of plan approval to an Architectural Review Committee.

**9.2.6. Design Review by the City of Westlake.** In addition to review by the Declarant or the Association, per City of Westlake Development Regulations, and as the same may from time to time be amended, site improvements such as fences, decks, patios, sidewalks, landscape islands, planting beds and similar items shall be reviewed by the Chief Building Official and approved only after a determination has been made that the following standards and any future standards as may be from time to time adopted by the City of Westlake, will be met.

**9.2.6.1.** The proposed improvement will not result in a change of grade that would materially affect storm water drainage patterns or result in an increase in storm water discharges to a neighboring property.

**9.2.6.2.** Proposed improvements will not be situated so as to place outdoor use in close proximity to a neighboring property's noise sensitive rooms such as bedrooms.

**9.2.6.3.** Where above-ground improvements include modification of existing ground by excavation or fill, the applicant shall provide a site plan indicating the existing and proposed elevations, location of the improvement, and distances of the proposed modifications to adjoining property lines.

**9.2.7. No Liability.** Each Owner and Builder is responsible to insure that all construction or any modifications, are in compliance with the Design Guidelines, restrictions and approved plans. If the Declarant or the Directors have acted in good faith on the basis of such information possessed by them, neither the Developer, the Board nor any Director shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; or (b) the construction or performance of any work whether or not pursuant to approved plans, drawings, and specifications.

**9.2.8. Dwelling Type.** No building shall be erected, altered, placed or be permitted to remain on any Sublot other than a single-family dwelling unit and a garage for at least one car.

**9.2.9. Dwelling Floor Areas.** The minimum square footage of the Dwelling Units is a minimum of 2800 square feet finished space on main and second floor above grade.

**9.2.10. Roof Requirements.** The roof and gables of each Dwelling unit shall in accordance with the Westlake Zoning Ordinance.

**9.2.11. Set Back, Minimum Elevation and Yard Requirements.** All Dwelling Units shall be located in accordance with the building set back lines, minimum basement elevation and yard requirements as shown on the Record Plan and as set forth in the City of Westlake Zoning Ordinance. Any such building shall face toward the front line of the Sublot except that buildings

to be constructed on corner Sublot shall face in the direction designated by the Design Review Committee. The Owner or Builder shall be responsible for compliance with these standards. Declarant shall not be responsible for any failure to comply with these standards.

**9.2.12. Landscaping.** Front, side and rear yards shall be landscaped as soon after completion of the Dwelling Unit as is practical. Each Owner shall install a lawn sprinkler system in the front, side and back yards.

**9.2.13. Construction Materials.** No Dwelling Units shall be constructed of concrete block, cinder block or other similar materials unless the exterior of the Dwelling Unit is covered with brick, stucco, stone, composite wood and/or vinyl siding. No underground Dwelling Units shall be permitted.

**9.2.14. 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 storage of any kind of items. This restriction shall not apply to building materials and / or equipment stored on the Sublot during construction of the Dwelling Unit.

**9.2.15. Radio and Television Antennas.** No exterior antennas, aerials, satellite dishes (only on rear of homes), or other apparatus for the reception or transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Dwelling Unit, without the prior written approval as provided in Section 9.2.1, and in accordance with the Guidelines established by the Declarant or the Association. Nothing herein shall be construed so as to be in conflict with current Federal Communications Commission's rules and regulations for antennas.

**9.2.16. Air Conditioning and Heat Pump Equipment.** Air-conditioning and heating equipment should be located on the side or the rear of the Sublot .

**9.2.17. Awnings.** No metal or plastic awnings for windows, doors or patios may be erected or used.

**9.2.18. Exterior Carpeting.** No exterior carpeting shall be permitted if it is visible from the street or any neighboring Sublot .

**9.2.19. Mailboxes.** Mailboxes and posts shall be of decorative style and made of heavy duty aluminum or vinyl in black or bronze finish.

**9.2.20. Foundations.** All Dwelling Unit foundations shall be of poured walls with decorative imprint or brick to grade, masonry block.

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

**9.2.22. Fences.** No fence of any sort, may be erected unless the same is constructed only of wrought iron, vinyl or synthetic wood and until prior approval in accordance with Section 9.2 of the Declaration has been obtained. The Declarant reserves the right to prohibit all fences or types of fences on certain Lots. Invisible pet fences are permitted without prior approval.

**9.2.23. Other Structures.** Storage sheds and accessory buildings must have prior approval.

**9.2.24. Pools and Spas.** All pools, hot tubs and spas must have prior approval. No above ground pools of 1' or more in height. For pools under 1' height need no prior approval.

**9.2.25. Play Equipment, Lawn Accessories.** Stationary or installed play equipment, such as swing sets, jungle gyms and sandboxes shall be permitted only with prior approval. Clotheslines shall not be allowed. Bird baths, bird houses, frog ponds, lawn sculptures or similar types of accessories and lawn furnishings, sand boxes or other children's play equipment shall be permitted only with prior approval.

**9.2.26. Gardens.** Small vegetable and fruit gardens shall be permitted in the rear yard. No agricultural or farming activity for commercial purposes shall be permitted. Additional landscaping may be installed with prior approval in accordance with Section 9.2 of the Declaration.

**9.2.27. Completion.** Construction of a Dwelling Unit on any Sublot shall be completed within one (1) year from the date construction is started.

**9.2.28. Sublot Maintenance.** It shall be the responsibility of each Owner of a Sublot to prevent the accumulation of litter, trash, packing crates, or any other accumulations which shall create an unkempt condition of the buildings or grounds on a Sublot and/or which shall otherwise tend to substantially decrease the beauty of the Property as a whole or the specific area. No loose trash will be permitted to be strewn about the Property at any time. Garbage containers must be kept out of sight from the street, except during garbage collection hours. All personal use items shall be stored inside when not in use. These items include, but are not limited to, yard tools, sprinklers, wheel barrows and children's toys which would create a nuisance for the community. Owners shall follow the requirements for maintenance set forth in any applicable landscaping guidelines provided to the Owners by the Declarant and/or the Association. All improvements on the Sublot shall be kept within reasonable neighborhood standards as determined by the Design

Review Committee. During construction, each Owner and Builder shall be responsible for keeping the streets and adjacent Sublot clean and free of debris. The Declarant shall have the right to assess and Owner or Builder for the cost of mowing or clean up in the event that the Owner or Builder fails to do so. Owners shall be responsible for all costs incurred to repair or replace damaged curbs and/or gutters along the front of the Owner's Sublot resulting from construction vehicles or any negligence during the construction of the Dwelling Unit.

**9.3. Remedies for Breach of Covenants and Restrictions.** The violation of any covenant, easement or restriction contained in the Declaration or violation of any rule or regulation duly adopted by the Board shall give the Board the authority to enforce the covenants, restrictions, rules and regulations in accordance with this Section.

**9.3.1. Actions.** The Board may take any or all of the following actions:

**9.3.1.1.** levy a fine against the Builder, Owner or Occupant, which shall also be an Individual Assessment under Section 7.4.

**9.3.1.2.** to enter upon a Sublot or portion thereof upon which or, as to which, such violation or breach exists and to summarily abate and remove at the expense of the Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, and the Board, or its agents shall not be thereby deemed guilty in any manner of trespass or wrongful act.

**9.3.1.3.** to institute appropriate legal proceedings to enjoin, abate or remedy the continuance of any breach.

**9.3.1.4.** undertake such dispute resolution methods such as mediation and arbitration, except that this provision shall not be construed as any requirement to do so as a condition precedent to legal proceedings.

**9.3.2. Notice and Opportunity to be Heard.** Prior to any action, the Board shall give the Builder, Owner and/or Occupant reasonable notice of the violation and an opportunity to be heard in accordance with the notice provisions set forth in Article VII and the Bylaws. Such notice and opportunity shall not be required in emergency situations or for repeated or continuing violations.

**9.3.3. Individual Actions.** Each Owner is empowered to enforce the covenants by appropriate legal proceedings or alternative dispute resolution methods.

## ARTICLE X

### INSURANCE AND CASUALTY LOSSES

**10.1. Property Insurance.** The Association's Board of Directors, or its duly authorized agent shall have the authority to and shall obtain blanket "all risk" commercial property insurance, for all insurable improvements on the Common Elements and such other property as the Association is obligated to maintain and insure. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

**10.2. Liability Insurance.** The Board shall also obtain a commercial general liability insurance policy covering the Common Elements, insuring the Association and its Members for all damage or injury caused by the negligence of the Association, any of its Members, employees or agents, or any other person who has a right to occupy a Dwelling Unit. The commercial general liability insurance policy shall include coverage for Bodily Injury, Property Damage, Personal and Advertising Injury, Premises Medical Payments, and Products-Completed Operations Liability written on an "occurrence" basis, with no exclusion for Explosion, Collapse or Underground insurance coverage, with Limits of Liability of at least: \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate and \$2,000,000 Products-Completed Operations Aggregate, \$1,000 Premises Medical Payments.

**10.3. Premiums.** Premiums for all insurance on the Common Elements shall be a Common Expense of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

**10.4. Specifications.** All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth:

**10.4.1.** All policies shall be written with a company authorized to do business in Ohio which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating which is available.

**10.4.2.** All policies on the Common Elements shall be for the benefit of the Association and its Members, and their Mortgagees, as their interests may appear.

**10.4.3.** Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

**10.4.4.** In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

**10.4.5.** All property insurance policies shall have an inflation guard endorsement, if reasonably available, and, if the policy contains a co-insurance clause, it shall also have an agreed amount endorsement. The Association shall arrange for an annual review of the sufficiency of insurance coverage by the licensed insurance agent that provides the property insurance and other types of insurance for the Association.

**10.5. Additional Specifications.** The Association's Board of Directors shall be required to use reasonable efforts to secure insurance policies that will provide the following:

**10.5.1.** a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, officers, employees and manager, the Owners and Occupants of Units, and their respective tenants, servants, agents, and guests;

**10.5.2.** a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

**10.5.3.** a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of any one or more individual Owners;

**10.5.4.** a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of any curable defect or violation without prior demand in writing delivered to the Association to cure the defect or violation and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

**10.5.5.** a statement that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

**10.5.6.** a statement that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.



**10.6. Other Insurance.** In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, Directors' and Officers' Liability coverage, Crime Insurance coverage and Cyber Insurance coverage including Social Engineering. Minimum limits of insurance should be no less than \$1,000,000 Each Claim for Directors' and Officers' Liability coverage, and \$50,000 Cyber Insurance coverage. Crime Insurance coverages should include at a minimum Employee Dishonesty, Forgery, Computer Fraud and Funds Transfer Fraud, in a dollar amount per claim that is reasonable to cover financial transactions handled by the Board of Directors involving Association funds.

**10.7. Individual Insurance.** Each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk property insurance on the Sublot ; the Dwelling Unit and structures associated therewith. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his or her Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article IX of this Declaration. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Sublot of all debris and ruins and thereafter the Owner shall maintain the Sublot in a neat and attractive, landscaped condition consistent with the standard prevailing in the neighborhood. Each Owner shall be required to provide evidence of such insurance upon request of the Association. This individual insurance requirement may be supplemented or modified in a Supplemental Declaration.

**10.8. Damage and Destruction.**

**10.8.1.** Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

**10.8.2.** Any damage or destruction to the Common Elements shall be repaired or reconstructed unless the Owners representing at least seventy-five (75%) percent of the total votes of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until

such funds or information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Elements shall be repaired or reconstructed.

**10.8.3.** In the event that it should be determined in the manner described above that the damage or destruction to the Common Elements shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be cleared of all debris and ruins and maintained by the Association, or the Owners, as applicable, in a neat and attractive, landscaped condition consistent with the standards prevailing in the neighborhood.

**10.9. Disbursement of Proceeds.** If the damage or destruction for which the proceeds of insurance policies held by the Association are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s), as their Interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

**10.10. Repair and Reconstruction.** If the damage or destruction to the Common Elements for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Owners, levy a special assessment against the Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

**10.11. Additional Insurance Provisions.** The Declarant or Board, without a vote of the Unit Owners, may amend the provisions of this Article or any supplemental provisions set forth in a Supplemental Declaration, if such amendment is necessary to comply with secondary mortgage market guidelines or is 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 Unit.

## ARTICLE XI

### CONDEMNATION

**11.1.** Whenever all or any part of the Common Elements shall be taken (or conveyed in lieu of and under threat of condemnation by the Board) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. No Owner, however, shall have the right to participate in the proceedings incident thereto, unless otherwise required by law. The award made for such taking shall be payable to the Association, as trustee for all Owners, to be disbursed as follows:

**11.1.1.** If the taking involves a portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five (75%) percent of the Owners shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements, to be extent lands are available therefore, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article X hereof regarding the disbursement of funds in respect to casualty damage or destruction, which is to be repaired, shall apply.

**11.1.2.** If the taking does not involve any improvements on the Common Elements, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

## ARTICLE XII

### DEVELOPMENT RIGHTS

**12.1. Completion of Development.** The Declarant reserves the rights to take any action reasonably necessary to complete the development without consent of the Owners at any time during the Development Period.

**12.2. Notice to the Board.** The Declarant shall promptly notify the Board of the filing of any Supplemental Declaration.

**12.3. Easements Reserved.** The Declarant reserves for itself, its successors and assigns and any Builder, the following easements:

**12.3.1.** Easements for drainage and all utilities as shown on the Record Plan.

**12.3.2.** Easements for ingress, egress, drainage and all utilities over the Common Elements provided that such easements do not unreasonably interfere with any Owner's rights of enjoyment.

**12.3.3.** An easement over the Common Elements as may be reasonably necessary for the purpose of discharging its obligations or exercising any rights under the Declaration.

**12.3.4.** An easement for ingress, egress, drainage and all utilities over the Common Elements and in favor of the Additional Property and the right to convey that easements to others in the event that the Additional Property is not submitted to this Declaration..

**12.4. Assignment of Development Rights.** The Declarant reserves the right to assign any or all of its Development Rights to any person or entity for the purpose of further development and improvement of the Property. No assignment shall be effective unless in a writing filed with the land records of Cuyahoga County, Ohio

**12.5. Transfer of Development Rights by Foreclosure.** Unless otherwise provided in any mortgage securing the Property held by Declarant, in the case of foreclosure of such mortgage, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, of any portion of the Property held by the Declarant subject to the Development Rights herein reserved (including the Special Declarant Rights), a person acquiring title to such property, but only upon his request, succeeds to all such Development Rights. The judgment or instrument conveying title must provide for the transfer of such rights. Upon foreclosure sale, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, the Declarant ceases to have any of the rights herein reserved. A successor to the Development Rights held by a transferee that acquired such rights pursuant to this Section, may declare by a recorded instrument the intention to hold such rights solely for transfer to another person. Thereafter, until transferring such Development Rights to any person acquiring title to the Property subject to the Development Rights, or until recording an instrument permitting exercise of such rights, that successor may not exercise any of those rights, and any attempted exercise is void. So long as a successor declarant may not exercise any Development Rights under this section, such declarant is not subject to any liability as a declarant.

## ARTICLE XIII

### SPECIAL DECLARANT RIGHTS

**13.1. Use for Sale Purposes.** Declarant reserve for itself, its successors and assigns, and any Builder the right to maintain sales offices and models on the Sublot .

**13.2. Signs and Marketing.** The Declarant reserve the right for itself and any Builder to post signs and displays in the Property to promote sales of Sublot, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Owners.

**13.3. Control of the Association.**

**13.3.1. Appointment of Directors and Officers.** The Declarant reserve the right to appoint and remove the members of the Board and the Officers of the Association during the Declarant Control Period which period will commence upon the recording of this Declaration and shall terminate no later than the earlier of:

**13.3.1.1.** sixty (60) days after the conveyance of Ninety (90%) of the Sublot (including Sublot and/or units to be included on the Additional Land) to Owners other than Declarant or any Builder;

**13.3.1.2.** Fifteen (15) years after recording of this Declaration.

**13.3.2. Early Termination of Control.** The Declarant may voluntarily surrender the right to appoint and remove Directors and officers before the termination of the period set forth above. In that event, the Declarant may require, for the duration of that period, that specified actions of the Association or the Board, be approved by Declarant before they become effective. Such voluntary termination shall be evidenced by a recorded instrument executed by the Declarant setting forth the termination of right to appoint and the actions which require Declarant's approval.

**13.4. Declarant's Personal Property.** The Declarant and any Builder reserve the right to retain all personal property and equipment used in sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant and Builder reserve the right to remove, within One (1) year after the sale of the last Sublot, from the Property any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

**13.5. Right to Amend Documents.** Notwithstanding anything above to the contrary, this Declaration may be amended at any time without the vote of Owners by a written instrument executed by the Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant' 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 Sublot. No such amendment, however, shall materially affect any Owner's interest in the Association or the Common Elements. Each Owner and his mortgagees, by acceptance of a deed to a Sublot or a mortgage encumbering such Sublot, shall be deemed to have consented to and approved of the

provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by a Declarant to be necessary or proper to effectuate the provisions of this paragraph.

**13.6. Declarant's Rights.** Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred to other persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or in the Bylaws, as applicable. Furthermore, no such transfer shall be effective unless it is in a written instrument signed by both the Declarant and the transferee and duly recorded in the public records of Cuyahoga County, Ohio. Nothing in this Declaration shall be construed to require the Declarant or any transferee to develop any of the property adjacent to or contiguous with the Property.

Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and initial sales of units shall continue, it shall be expressly permissible for the Declarant and Builders to maintain and carry on upon portions of the Common Elements and public streets such facilities and activities as, in the sole option of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such units, including, but not limited to business offices, signs, model units, sales offices, and rental units. The Declarant and Builders authorized by Declarant shall have easements for access to and use of such facilities as well as vehicular access for construction along public streets. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to units owned by the Declarant and any common area or other facilities which may be owned by the Association, as models, sales offices, or rental units.

In addition, notwithstanding any contrary provision of this Declaration, the Bylaws, or any Association rules, the Declarant shall have the right to replat or revise the recorded plats relating to any portion of the Property without the consent of any Owner other than the Owner(s) of the Sublot in which the boundaries are altered.

So long as Declarant owns any land within the Property, Declarant may, without the express written consent of any Owner, the Board, the Association or the Design Review Committee, include in any contract or deed hereafter executed covering all or any portion of the Property, any additional covenants or restrictions applicable to such lands, so long as they are consistent with and do not lower the standards set forth in this Declaration and do not violate any covenants or restrictions then in effect and recorded against the Subdivision. Further, the Declarant may make any amendments to the Declaration which are necessary to comply with the guidelines established by, or the requirements of, any governmental authority, title insurer or

institutional lender without the express written consent of any Owner, the Association, the Board of Directors, or the Design Review Committee.

So long as the Declarant continues to have rights under this Article, no person or entity shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or similar instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the public records.

#### ARTICLE XIV

##### DURATION, AMENDMENT AND TERMINATION

**14.1. Duration.** This Declaration, and its provisions, shall be covenants running with the land and shall bind the property and shall (regardless of whether any such beneficiary owns an interest in any Sublot ) inure to the benefit of and be enforceable by Declarant, the Association, and each Owner, Occupant and their legal representatives, heirs, devisees, successors and assigns and shall continue in full force and effect for fifteen (15) years from the date on which this Declaration is recorded. Thereafter this Declaration shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Article.

**14.2. Amendment.** Except as provided in Section 13.5, prior to the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument executed by Declarant, approved by the Owners of at least 75% of all Sublot .

**14.2.1.** Except as provided in this Section 14.2, after the end of the Declarant 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 (75%) percent of all Sublot .

**14.2.2.** All Amendments shall be executed by the Declarant, and any Builder, 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 was obtained. Amendments need not be signed by the Owners.

**14.3. Termination.** This Declaration and the regime created thereby may be terminated only in accordance with this Section.

**14.3.1. Consent Required.** This Declaration may be terminated only upon unanimous consent of the Owners of the Sublots, and if during the Declarant Control Period, by consent the Declarant.

**14.3.2. Agreement to Terminate.** No termination shall be effective unless an agreement to terminate is filed for record with the land records of the Cuyahoga County Fiscal Office. This agreement shall be executed in the same manner as an amendment. The agreement shall provide for disposition of the Common Elements, disposition of Association funds and other resolutions and provisions necessary to terminate the regime and wind up the affairs of the Association.

#### ARTICLE XIV

#### MISCELLANEOUS

**15.1. No Reverter.** No covenant, condition, restriction or reservation of easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

**15.2. Notices.** Any notice required or permitted to be given to an Owner or resident by the Board pursuant to the provisions of this Declaration shall be deemed given when transmitted pursuant to the notice provisions set forth in the Bylaws to such person's last address as it appears on the records of the Association.

**15.3. Construction.** The Board shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

**15.4. Invalidity.** The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

**15.5. Discrimination.** No action shall at any time be taken by the Association or its Board that in any manner would discriminate against any Unit Owner in favor of another.

**15.6. Headings.** The headings of the Articles and Sections are for conveyance only and shall not affect the meaning or construction of the contents of this Declaration.


**15.7. Gender.** Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural and vice versa.

**15.8. Conflict.** In the event of a conflict between the Restrictions or any one or more of them and the restrictions of any Declaration which may be recorded subsequent to this Declaration, the more restrictive restriction, covenant, condition, easement or other obligation shall control.



IN WITNESS WHEREOF, Valore Properties, Inc. has caused this Declaration to be signed this 30<sup>th</sup> day of March, 2022.

Valore Properties, Inc.

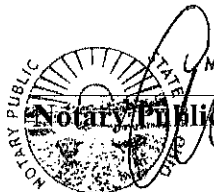
by: 

STATE OF OHIO )

) ss:

COUNTY OF Cuyahoga )

The foregoing instrument was acknowledged before me, this 30<sup>th</sup> day of March, 2022, by Anthony M Valore, President of Valore Properties, Inc. an Ohio corporation, on behalf of the company.

 MARI CRACIUN DINU  
Notary Public  
State of Ohio  
My Comm. Expires  
March 7, 2026

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Space reserved for recording agencies

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**EXHIBIT A**  
**Property being submitted per Plat**



**EXHIBIT B**  
**BYLAWS**  
**FOR**  
**LANDS END SOUTH HOMEOWNERS ASSOCIATION, INC.**  
**HOMEOWNER'S ASSOCIATION, INC.**

**ARTICLE I**  
**GENERAL**

**SECTION 1. Name and Nature of the Association.** The name of the Association shall be Lands End South Homeowners Association, Inc., and shall be an Ohio nonprofit corporation.

**SECTION 2. Membership.** Each owner upon acquisition of title to a Sublot hall automatically become a member of the Association (a "Member"). Such Membership shall terminate upon the sale or other disposition by such Member of his or her Sublot ownership, at which time the new Owner of such Sublot hall automatically become a Member of the Association.

**SECTION 3. Definitions.** The terms used in this Bylaws shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements recorded with the public records of Cuyahoga County, Ohio (the "Declaration"), unless the context shall prohibit.

**ARTICLE II**  
**MEETINGS OF MEMBERS**

**SECTION 1. Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either in the City of Westlake, Cuyahoga County, Ohio or as convenient thereto as possible and practical.

**SECTION 2. Annual Meetings.** The first meeting of the Members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. The next annual meeting shall be set by the Board so as to occur no later than thirty (30) days before the close of the Association's fiscal year. Subsequent annual meetings of the Members shall be held within thirty (30) days of the same day of the same month of each year

thereafter at an hour set by the Board. The annual meeting of the Members shall be held at a date and time as set by the Board.

**SECTION 3. Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call special meetings of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or a written petition signed by at least twenty-five (25%) percent of the total votes of the Association. The notice of special meetings shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at special meetings except as stated in the notice.

**SECTION 4. Notice of Meetings.** It shall be the duty of the Secretary to cause to be delivered to the Owner of record of each Sublot a notice of each annual or special meetings of the Association stating the purpose of the meeting, as well as the time and place where it is to be held. Notice shall be given in accordance with Article VIII, Section 7. Notices for meetings of the Members shall be served not less than ten (10) nor more than sixty (60) days before a meeting..

**SECTION 5. Waiver of Notice.** Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after the holding of such meeting. Attendance of any Member at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of such meeting.

**SECTION 6. Adjournment of Meetings.** If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place of the adjourned meeting are not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings.

Those present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of Members required to constitute a quorum.

**SECTION 7. Voting Rights.** Each Sublot shall have one vote. If only one of several Owners for a Sublot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Sublot. If more than one of the Owners is present, the vote allocated

to that Sublot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts a vote allocated to that Sublot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Sublot. The Association may adopt rules regarding deadlocks. No votes allocated to a Sublot owned by the Association may be cast. Voting at elections and votes on other matters may be conducted by mail.

**SECTION 8. Proxies.** A vote allocated to a Sublot may be cast pursuant to a proxy duly executed by an Owner. If a Sublot is owned by more than one person, each Owner of the Sublot may vote or register protest to the casting of votes by the Owners of a Sublot through a duly executed proxy. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Sublot.

**SECTION 9. Majority of Owners.** As used in this Bylaws, the term majority shall mean those votes, Owners, Members or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

**SECTION 10. Quorum.** Except as otherwise provided in these Bylaws or in the Declaration, those Members present in person or by proxy shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

**SECTION 11. Conduct of Meetings.** The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transactions occurring thereat.

**SECTION 12. Action Without A Meeting.** Any action which may be authorized or taken at a meeting of the members, except the election of Board members, may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by not less than a majority of the Members. Any such writing shall be entered into the minute book of the Association.

**ARTICLE III  
BOARD OF DIRECTORS**

**SECTION 1. Governing Body.** Except as otherwise provided by law, the Articles of Incorporation, the Declaration or these Bylaws, all of the authority of the Association shall be exercised by or under the direction of the Board of Directors.

**SECTION 2. Number and Qualification of Directors.** The initial Board of Directors in the Association shall consist of three (3) persons and shall be those named in the Articles of Incorporation or other such person or persons as may be substituted by the Declarant pursuant to Article XIII, Section 13.3 of the Declaration. At such time as the Owners other than the Declarant, are entitled to elect all members of the Board, the Board of Directors shall be expanded to consist of five (5) persons. Except those appointed by the Declarant, all Directors must be Owners. The spouse of an Owner is qualified to act as a Director if both the Owner and the spouse occupy the Sublot . No person and his or her spouse may serve on the Board at the same time.

**SECTION 3. Nomination of Directors.** Except for Directors selected by the Declarant, nominations for election of the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board at each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

**SECTION 4. Election of Directors.** The Directors shall be elected at each annual meeting of the Members of the Association or at a special meeting called for the purpose of electing Directors. At a meeting of Members of the Association at which Directors are to be elected, only persons nominated as candidates shall be eligible for election as Directors and the candidates receiving the greatest number of votes shall be elected. The Board may adopt rules regarding nominations and procedure for elections. Election to the Board shall be by secret written ballot and at such elections, the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration.

**SECTION 5. Term of Office; Resignations.** Except for those Directors appointed by the Declarant, each Director shall hold office for a term of two (2) years and until his or her successor is elected, or until his or her earlier resignation, removal from office, or death. It

is intended by these Bylaws that the terms of the Directors shall be staggered with three (3) Directors being elected in odd numbered years and two (2) Directors being elected in even numbered years. The initial terms of the Directors elected by the Owners shall be adjusted to carry out this intent.

Any Director may resign at any time by oral statement to that effect made at a meeting of the Board of Directors or in writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Director may specify. In the event of death or resignation of a Director, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

**SECTION 6. Compensation.** Members of the Board of Directors shall serve without compensation, except that they may be reimbursed for actual expenses incurred on behalf of the Association.

**SECTION 7. Removal of Directors.** Except for those appointed by the Declarant, at any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority vote of the Members, and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting and the purposes thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) unexcused absences from Board meetings or who is delinquent in payment of an Assessment for more than twenty (20) days may be removed by a majority vote of the Directors at meeting, a quorum being present.

**SECTION 8. Organization Meetings.** The first meeting of the Board of Directors following each annual meeting of the Members shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

**SECTION 9. Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter.

**SECTION 10. Special Meetings.** Special meetings of the Board of Directors shall be held when called by written notice signed by the President or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.



**SECTION 11. Notice of Meetings; Waiver.** Notice of the time and place of each meeting of the Directors, whether regular or special, shall be given to each Director at least seventy-two (72) hours before the time set for the meeting.

Waiver of notice of meetings of the Directors shall be deemed the equivalent of proper notice. Any Director may, in writing, waive notice of any meeting of the Board, either before or after the holding of such meeting. Such writing shall be entered into the minutes of the meeting. Attendance of any Director at any meeting without protesting, prior to or at the commencement of at the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of notice of such meeting.

**SECTION 12. Quorum of the Board of Directors.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of the Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

**SECTION 13. Conduct of Meetings.** The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transaction occurring thereat.

**SECTION 14. Open Meetings.** All meetings of the Board of Directors shall be open to all Members of the Association, but Members other than the Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

**SECTION 15. Executive Session.** The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, or orders of business of similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

**SECTION 16. Action Without A Meeting.** Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by all the Directors. Any such writing shall be entered into the minute book of the Association. An explanation of the action

taken shall be posted at a prominent place or places within the Property within three (3) days after written consents of all the Board members have been obtained.

**SECTION 17. Voting By Directors.** A Director who is present at a meeting of the Board or any committee meeting when corporate action is taken shall be deemed to have assented to the action taken unless:

a) He or she objects at the beginning of the meeting (or promptly upon arrival) to holding it or transacting business at the meeting;

b) His or her dissent or abstention from the action taken is entered in the minutes of the meeting; or

c) He or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Association immediately after adjournment of the meeting. This right of dissent or abstention shall not be available to a Director who votes in favor of the action taken.

#### **ARTICLE IV OFFICERS**

**SECTION 1. Officers.** The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among members of the Board of Directors.

**SECTION 2. Election; Term of Office; Vacancies.** The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

**SECTION 3. Removal.** Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

**SECTION 4. Powers and Duties.** The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and

duties as may from time to time be specifically conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have the primary responsibility for the preparation of the budget and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

**SECTION 5. Resignation.** Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

## ARTICLE V COMMITTEES

**SECTION 1. General.** Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and operate in accordance with the terms of the resolution of the Board designating such committee or with rules adopted by the Board and to the full extent permitted by law.

**SECTION 2. Executive Committee.** The Board of Directors may, by resolution adopted or signed by all of the Directors, appoint an Executive Committee to consist of three (3) Directors. The Board may delegate any or all of its duties to such committee. Any resolution or writing appointing such committee must acknowledge the responsibility of all of the Directors for the operation and administration of the Association.

**SECTION 3. Design Review Committee.** The Board of Directors may appoint a Design Review Committee which shall be responsible for plan approval in accordance with Article IX of the Declaration. In addition, the committee shall develop and promulgate architectural standards and guidelines with respect to those matters that are within the Association's authority to regulate.

## ARTICLE VI DETERMINATION AND PAYMENT OF ASSESSMENTS

**SECTION 1. Adoption of Budget.** It shall be the duty of the Board to prepare and adopt a budget covering the estimated Common Expenses and the various Neighborhood Expenses of the Association for the coming fiscal year. The budget shall also include a capital

contribution or reserve in accordance with a capital budget separately prepared. After adoption of the budget, the Board shall cause the summary of the budget and the Assessments to be levied against each Sublot for the following year to be delivered to each Owner. Such summary shall be delivered at least thirty (30) days prior to the start of the fiscal year. The budget and Assessments shall take effect on the first day of the fiscal year.

**SECTION 2. Capital Budget and Contribution.** The Board shall annually prepare a capital budget, which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in Section 1 of this Article. A copy of the capital budget shall be distributed to each Owner in the same manner as the operating budget.

**SECTION 3. Petition for Reconsideration of Budget Increase.** If the Board receives a petition for reconsideration of budget increase as set forth in Article VII, Section 7.7 of the Declaration, then the Board shall forthwith call a special meeting of the Members. At such meeting, the Members in good standing, in person or by proxy, exercising at least sixty-six and two thirds (66 2/3%) percent of voting power of the Association, may vote to reduce the increase by any amount proposed in the petition, but not lower than the previous year's budget.

**SECTION 4. Failure to Adopt Budget.** The failure or delay of the Board to adopt a budget as provided herein shall not constitute a waiver or release of the obligation of an Owner to pay the Assessments. In such event, the Assessments based upon the budget last adopted shall continue until such time as the Board adopts a new budget.

**SECTION 5. Computation of Assessments.** The Assessments for Common Expenses for each Sublot shall be determined in accordance with the operating budget and the capital contribution budget as they apply to the various Sublot. Unless otherwise determined by the Board, all Assessments shall be charged on an annual basis.

**SECTION 6. Payment, Delinquency and Acceleration.** Unless otherwise determined by the Board, all Assessments shall be payable annually. Any installment of an Assessment shall become delinquent if not paid on the due date as established by the Board. With respect to each installment of an Assessment not paid within five (5) days after its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, together with interest at the rate provided in Section 1343.03 of the Ohio Revised Code calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days after its due date, the Board may,

at its election, declare all of the unpaid balance of the Assessment for the then current fiscal year, attributable to that Sublot , to be immediately due and payable without further demand and may enforce collection of the full Assessment and all charges thereon in any manner authorized by law, the Declaration and these Bylaws.

**SECTION 7. Remedies for Default.** If an Owner is in default of payment of an Assessment, the Board may authorize collection through any lawful means, including foreclosure of the lien. Interest and all costs of such collection, including but not limited to court costs, lien fees, attorney fees shall be included in the amount due from the Owner and may be collected. The Board may authorize the Association to bid its interest at any foreclosure sale and to acquire, hold, lease, mortgage and convey any Sublot .

## **ARTICLE VII MISCELLANEOUS**

**SECTION 1. Fiscal Year.** The Association may adopt any fiscal year as determined by the Board.

**SECTION 2. Parliamentary Rules.** Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Ohio law, the Articles of Incorporation, the Declaration, or this Bylaws.

**SECTION 3. Conflicts.** If there are conflicts or inconsistencies between the provisions of Ohio law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Ohio law, the Declaration, the Articles of Incorporation, and this Bylaws (in that order) shall prevail.

**SECTION 4. Books and Records.**

**a. Inspection by Members.** The membership book, account books and minutes of the Association, the Board and any committee shall be made available for inspection and copying by any Member or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within Cuyahoga County, Ohio, as the Board shall prescribe.

**b. Rules for Inspection.** The Board shall establish reasonable rules with respect to:

- i. notice to be given to the custodian of the records by the Members desiring to make the inspection;
- ii. hours and days of the week when such inspection may be made; and
- iii. payment of the cost of reproducing copies requested by a Member.

**c. Inspection by Directors.** Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

**SECTION 5. Records of Owners.** Within thirty days after an Owner takes title to a Sublot, the Owner shall provide the following information in writing to the Association through the Board:

**a.** The home address, home and business mailing addresses, and the home and business telephone numbers of the Owner and all Occupants of the Sublot ;

**b.** The name, business address and business telephone number of any person who manages the Owner's Sublot as an agent of that Owner.

**c.** Within thirty days after a change in any information that this section requires, an Owner shall notify the association, through the Board, in writing of the change. When the Board requests, an Owner shall verify or update the information.

**SECTION 6. Authorized Communications Equipment.** Authorized communications equipment means any communications equipment which provides a transmission, including, but not limited to, by telephone, telecopy, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention of, the Member or Director involved and, with respect to meetings, allows all persons participating in the meeting to contemporaneously communicate with each other. The Board shall have the right to adopt procedures and guidelines regarding such equipment and its use.

**SECTION 7. Notices.** Unless otherwise provided in this Code of Regulations, all notices, demands, bills, statements, or other communications under this Code of Regulations shall be in writing and shall be deemed to have been duly given if delivered personally or sent by telegram, by the use of authorized communications equipment, or by United States mail, express mail, or courier service, with postage or fees prepaid:

a. if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if not such address has been designated, at the address of the residence of such Owner; or

b. if to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the Board with written notice to the Owners.

c. In computing the period of time for the giving of a notice required or permitted under the Articles, the Declaration, the Code of Regulations, or a resolution of its Members or Directors, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If notice is given by personal delivery or transmitted by telegram, facsimile, telecopy or electronic mail, the notice shall be deemed to have been given when delivered or transmitted. If notice is sent by United States mail, express mail or courier service, the notice shall be deemed to have been given 3 days after deposited in the mail or the next day when deposited with the overnight or same day courier service, instructing the service to make delivery no later than overnight.

d. A written notice or report delivered as part of a newsletter or other publication regularly sent to the Members shall constitute a written notice or report if addressed or delivered to the Member's address shown in the Association's current list of members, or, in the case of Members who are residents of the same household and who have the same address in the Association's current list of Members, if addressed or delivered to one of such Members at the address appearing on the Association's current list of Members.

**SECTION 8. Amendment.** Except as otherwise provided by law or the Declaration, this Bylaws may be amended by a majority of the Members. During such time as the Declarant has the right to appoint Directors of the Association pursuant to Article XIII, Section 13.3 of the Declaration, the Declarant shall have the right to veto any amendment to this Bylaws which unreasonably impact Declarant's ability to sell Sublot . Likewise, during such period, the Federal Housing Administration or the Veterans Administration shall have the right to veto any amendment, if either such agency is insuring or guaranteeing the mortgage on any Sublot .

**SECTION 9. Financial Review.** A review of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide, provided, however, after having received the Board's report at the annual meeting, the Owners, by majority vote, may require the accounts of the Association to be audited as a Common Expense by a public accountant.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Exhibit C  
Chart of Maintenance Responsibilities**

<b>Item of Maintenance*</b>	<b>Responsibility For Cost of Maintenance /Repair**</b>	<b>Responsibility For Performance of Maintenance/Repair**</b>
Private Drive servicing multiple homes (if applicable)	Association	Association, including snow and ice removal; regular seal coating
Common Elements, Open Space	Association	Association
Individual Driveways	Sublot Owner	Association
Sidewalks along public streets (not on individual Sublot )	Association	Association
Sidewalks within Sublot line	Sublot Owner	Association
Landscaping (not on individual Sublot )	Association	Association
Landscaping (on Sublot )	Sublot Owner	Association
Lawns (in common areas)	Association	Association
Lawns (on Sublot )	Sublot Owner	Association

**\* FOR ANY ITEM NOT LISTED THE REPSONSIBILTY FOR COST AND THE PERFORMANCE SHALL BE THE RESPONSIBILITY OF THE OWNER OF THAT ITEM.**

**\*\* UNLESS OTHERWISE PROVIDED IN THE DECLARATION, MAINTENANCE/REPAIR SHALL INCLUDE THE OBLIGATION TO REPLACE.**

**EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT UNDER THE COMMON LAW OF THE STATE OF OHIO, NO OWNER OF REAL PROPERTY IS OBLIGATED TO REMOVE THE NATURAL ACCUMULATIONS OF ICE AND SNOW AND IS NOT LIABLE FOR INJURIES CAUSED AS A RESULT OF THE SNOW OR ICE. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES ON**



**BEHALF OF THE OWNER, THE OWNERS HEIRS, SUCCESSORS AND ASSIGNS AND ALL OCCUPANTS, THAT THE ASSOCIATION'S RESPONSIBILITY TO PLOW SNOW SHALL NOT BE CONSTRUED AS AN ASSUMPTION OF THE OBLIGATION TO REMOVE ALL SNOW AND ICE. THE ASSOCIATION, IN ITS SOLE DISCRETION, SHALL DETERMINE THE NEED FOR SNOW PLOWING. EACH OWNER AND OCCUPANT SHALL REPORT ANY UNNATURAL ACCUMULATIONS OF ICE AND SNOW TO THE ASSOCIATION. THE ASSOCIATION, IT'S DIRECTORS, AGENTS, CONTRACTORS AND ASSIGNS, SHALL NOT BE LIABLE FOR ANY INJURY CAUSED AS A RESULT OF SNOW OR ICE, UNLESS IN BREACH OF THE DUTY AS SET FORTH HEREIN.**

**THE ASSOCIATION SHALL NOT BE REQUIRED TO REMOVE OR PLOW ICE AND SNOW UNLESS UNTIL A DEPTH OF 2 INCHES.**