

**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**

**OF**

**TRENTON VILLAGE 1 AND 2**

**STRONGSVILLE, OHIO**

**SUMMER HILL HOMES, INC.  
17547 SUN MEADOW TRAIL  
STRONGSVILLE, OHIO 44136**

NEED  
# 86-00  
③

339528

92 SEP 19 9 10: 22

VOL. 92-3172 PAGE 9

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
OF  
TRENTON VILLAGE 1 AND 2  
STRONGSVILLE, OHIO

SUMMER HILL HOMES, INC.  
17547 SUN MEADOW TRAIL  
STRONGSVILLE, OHIO 44136

K. VEHOVEC

CHICAGO TITLE INSURANCE CO.  
471107  
24371

DECLARATION  
OF  
COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
TRENTON VILLAGE 1 AND 2  
STRONGSVILLE, OHIO

TABLE OF CONTENTS

ARTICLE I	Imposition of Restrictions.....	2-3
ARTICLE II	Definitions.....	3-5
ARTICLE III	Properties Subject to the Declaration, and Additions Thereto; Powers in Developer.....	5-7
ARTICLE IV	Ownership, Use and Maintenance of the Common Areas.....	8
ARTICLE V	Maintenance Assessments.....	9-13
ARTICLE VI	Covenants for Maintenance.....	13-14
ARTICLE VII	Insurance.....	15-16
ARTICLE VIII	Party Walls.....	16-17
ARTICLE IX	Protective Covenants.....	17-19
ARTICLE X	Duration, Waiver and Amendment.....	19-20
ARTICLE XI	General Provisions.....	21-22
	EXHIBIT "A" Legal Description of Trenton Village 1 and 2.	
	EXHIBIT "B-1" Drawing of Trenton Village 1, Cluster Sites 1-7, Common Easement Areas, Common Driveway and Parking Easements.	
	EXHIBIT "B-2" Drawing of Trenton Village 2, Cluster Sites 8-18, Common Easement Areas, Common Driveway and Parking Easements.	

DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS  
TRENTON VILLAGE 1 AND 2

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (the "Declaration") made and entered into this 6<sup>th</sup> day of July, 1992, by Summer Hill Homes, Inc., an Ohio corporation located in Strongsville, Ohio, which together with its successors and assigns is hereinafter referred to as the "Corporation" or "Developer".

WHEREAS, the Corporation is owner in fee simple of certain real estate situated in the City of Strongsville, County of Cuyahoga and State of Ohio, which is more fully described in Exhibit A attached hereto and made a part hereof (the "Premises"); and

WHEREAS, the Premises are a part of that certain larger tract of land known as the High Point Development in Strongsville, Ohio, upon which High Point Development a Declaration of Covenants and Restrictions was imposed, as recorded in Volume 144114, Page 677 of Cuyahoga County Records, together with Amendments thereof recorded in the Cuyahoga County Records (the "High Point Declaration"). Pursuant to such High Point Declaration, there was created the High Point Association, an Ohio not-for-profit corporation to administer and exercise the functions and powers set forth in the High Point Declaration; and

WHEREAS, the Corporation desires to develop the Premises as Single Family Detached and Cluster Dwellings, , under the Planning and Zoning Code of the City of Strongsville, Ohio; and

WHEREAS, the Corporation, for its own benefit, and for the benefit of all future owners, mortgagees and occupants of said Premises or any part thereof, desires to establish the rights, easements, privileges and restrictions hereinafter set forth with respect to said Premises and the use, conduct and maintenance of the Common Areas located therein (the within rights, easements, privileges and restrictions being in addition to, and not in lieu of, any of the rights, easements, privileges and restrictions created upon the Premises by reason of the High Point Declaration); and

WHEREAS, the Corporation has deemed it desirable for the efficient preservation of the values and amenities in Premises to create an agency to which should be transferred the Common Areas and to which should be delegated and assigned the obligation for administering and enforcing the Declaration, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Corporation intends to cause the incorporation under the laws of the State of Ohio of a non-profit corporation, the Trenton Village 1 and 2 Homeowners' Association, Inc. for the purposes of exercising the functions delegated to it pursuant to this Declaration.

ARTICLE I

IMPOSITION OF RESTRICTIONS

NOW, THEREFORE, the Corporation, on behalf of itself and its successors, assigns and grantees, does hereby:

1. Declare that the real property described in Exhibit A, and such additions thereto, as may hereafter be made, pursuant to Article III hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (hereafter sometimes referred to as "Covenants") hereinafter set forth in this Declaration, and further specifies that this Declaration shall constitute covenants to run with the land and shall be binding upon the Corporation and its successors and assigns, and all subsequent owners of all or any part of said real property, together with their grantees, successors, heirs, executors, administrators and assigns.
2. Covenant and agree that, subject to the rights reserved to the Casa Development Company, its successors and assigns under the Declaration of Covenants and Restrictions and By-Laws of High Point Association and to the Corporation herein in Articles III and IV hereof, the Common Areas, as hereinafter defined, which are located within the Premises, shall, at all times during the term of this Declaration, remain and be used solely as common open-space for the non-exclusive use of the Cluster Site Owners within Trenton Village 1 and 2, provided, however, that the Corporation may construct, install, use and maintain storm sewers and/or swales and other utilities within the Common Areas.
3. Acknowledge that the Premises are subject to the Declaration of Covenants and Restrictions and By-Laws of High Point Association for High Point, Strongsville, Ohio, as recorded in Volume 14414, Page 677 of Cuyahoga County Records, as amended, and all of the terms, conditions and provisions therein, except as expressly amended herein, shall be and are binding upon and inure to the benefit of the Premises of the Corporation, its successors and assigns.

The Corporation further declares that:

4. The Association may administer and exercise certain of the functions and powers set forth in the High Point Declaration as may be delegated to it by the High Point Association, subject to agreement between the High Point Association and the Association as the same relates solely and only to the Premises, the Cluster Sites and houses constructed thereon and the Common Areas located exclusively in the Premises.

5. The Developer has created and granted or may create and grant easements for the installation and maintenance of sanitary sewers, storm sewers, drainage and swales to the City of Strongsville.

No structures (including but not limited to sidewalks and driveways), plantings or other materials shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas or which may change, retard or increase the flow of water through the respective easement areas. The easement areas and all improvements therein shall be maintained continuously by the Association unless those easement areas are accepted by the City of Strongsville and which the City of Strongsville has formally undertaken to maintain. The City of Strongsville shall have the right to enter upon and across each Cluster Site at any place that the City deems necessary in order to install or maintain, or to perform any function or operation in accordance with such easements.

## ARTICLE II

### DEFINITIONS

Section 1. "Association" shall mean and refer to the Trenton Village 1 and 2 Homeowners' Association, Inc., an Ohio not-for-profit corporation, its successors and assigns.

Section 2. "Cluster Site Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Cluster Site which is a part of the Premises, but excluding those persons having such interest merely as security for the performance of an obligation.

Section 3. "Premises" shall mean and refer to that certain real property hereinbefore described in Exhibit A, and any and all additional real properties as may be submitted to the within Declaration by Developer as hereinafter provided in Article III hereof. "Premises" is sometimes hereafter referred to as "Properties".

Section 4. A. "Common Area" shall mean and refer to those areas of land within the Premises, if any, which are

intended to remain as open areas and buffer zones for the common use, benefit and enjoyment of all Cluster Site Owners and which are designated by the term "Common Area", "Common Properties" or any phrase containing those words on any subdivision plat filed upon the Premises. All Cluster Sites abut on publicly dedicated and accepted streets.

B. "Common Easement Area" shall mean and refer to those areas of the Cluster Sites within the Premises, which are intended for the common use, benefit and enjoyment of all Cluster Site Owners for guest parking, common driveways, common landscape, or access to Common Area, and which are designated by the terms "Common Driveway Easement", "Common Parking Easement", "Access Easement", or any phrase containing those words on any subdivision plat filed upon the Premises, or on any drawing contained as an exhibit to this Declaration. Payment of the real estate taxes and assessments on each Cluster Site, including the part thereof subject to any Common Easement Area or other easement, shall be the obligation of the Cluster Site Owner.

Section 5. "Cluster Site" shall mean and refer to any subplot (whether or not improved with a house) shown upon any recorded subdivision plat of the Premises with the exception of the Common Area. Each Cluster Site shall have a separate permanent parcel number assigned to it by the Cuyahoga County Auditor for tax purposes after recording of the deed to a purchaser from Developer.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Trenton Village 1 and 2 Homeowners' Association, Inc. pursuant to the By-Laws of the Association. Each person or entity who is a record Owner of a fee or undivided fee simple interest in any Cluster Site shall automatically be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the payment of money or performance of an obligation shall not be a Member. The Association (until December 31, 2002, or until the occurrence of the event specified below, whichever event shall occur first) shall have two classes of voting Membership:

**CLASS A:** Class A Members shall be all Members with the exception of the Developer. Class A Members shall be entitled to one vote for each Cluster Site owned by them.

**CLASS B:** The Class B Member shall be the Developer. The Class B Member shall be entitled to two votes for each Cluster Site owned by it provided that the Class B Membership shall cease and become converted to a Class A Membership on December 31, 2002 or when title to seventy-five percent (75%) of the Cluster Sites within the Premises has been conveyed by Developer to Cluster

Site Homeowners, whichever shall first occur. From and after the happening of said event, the Class B Member shall be deemed to be a Class A Member and entitled to one vote for each Cluster Site owned by it.

Section 7. "Articles of Incorporation and By-Laws" shall mean the Articles of Incorporation and By-Laws of the Association. The Articles of Incorporation and By-Laws of the Association may contain any provisions not in conflict with this Declaration or any Supplemental Declaration as are permitted to be set forth in such Articles and By-Laws by the nonprofit corporation law of the State of Ohio as from time to time in effect.

Section 8. "City" shall mean the City of Strongsville, a municipal corporation organized and existing under the laws of the State of Ohio. It is specifically acknowledged by all parties to these Covenants and Restrictions that the "City" is a third party beneficiary to these Covenants and Restrictions and has the same authority to administer and enforce these Covenants and Restrictions as they relate to the Common Areas, storm sewers and swales, as more fully set out herein, as does the Association or Developer. The City, as a third party beneficiary to these Covenants and Restrictions and by giving its approval to these documents, shall in no way be deemed to have waived any of its zoning, building or other requirements of ordinances or general law which requirements shall still be binding upon the Premises if they are more restrictive than the requirements set out within these Covenants and Restrictions.

Section 9. "Developer" shall mean and refer to Summer Hill Homes, Inc., and its respective successors and assigns, and shall include any successor Developer and any builder while owner of the Premises, Cluster Site, Model Home or Model Living Unit.

Section 10. "Living Unit" shall include the term "house", and shall mean and refer to any building or any portion of a building situated within the Premises, or on Cluster Site, designed and intended for use and occupancy as a residence by a single family. A residential single family housing unit situated on the Premises, whether attached or detached, is herein defined as a "Living Unit" or a "House".

### ARTICLE III

#### PROPERTIES SUBJECT TO THE DECLARATION, AND ADDITIONS

##### THERE TO; POWERS IN DEVELOPER

Section 1. Premises. The real property which is and shall be held, transferred sold, conveyed and occupied subject to this Declaration is located in the City of Strongsville,



Ohio, includes Trenton Village 1 and 2, all as is more particularly described in Exhibit A annexed hereto and made a part hereof.

Section 2. Powers in Developer.

(a) Changes in Boundaries of Cluster Sites and Common Areas. The Developer reserves the right to make such changes in the boundaries of Cluster Sites and in the Common Areas with the approval of the City as it deems advisable, provided that no such change may be made if same would adversely affect the boundaries or the beneficial use and enjoyment of any Cluster Site then owned by persons other than Developer without the written consent of such person and shall be approved by the Board of Trustees of the Association.

(b) Additions to Premises. The Developer retains the right to add additional parcels of land to the Premises, from time to time hereafter, with the approval of the City, on the following terms and conditions. Additional real property may, upon approval by the Developer prior to fifty (50) years after the sale of the first Cluster Site in the Trenton Village 1 and 2 to a bona fide buyer, and thereafter upon approval by the Trenton Village 1 and 2 Homeowners' Association, Inc. in accordance with its By-Laws, become subject to the rights, easements, privileges and restrictions contained herein, provided that any such proposed addition is adjacent to the premises (or to any property added hereto in accordance with terms of this Article). Property abutting or located across a street or highway from any portion of the Premises described in Exhibit A or any property added hereto or located within One Hundred (100) feet from any portion of any property subject to these Restrictions shall be considered to be adjacent to such property. Any such addition shall be made by filing of record an Amendment to these Restrictions to such additional property. Such instrument may contain such complementary additions and modifications of these Restrictions as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with these Restrictions. Such additions shall extend the jurisdiction, functions, duties and membership of the Association to such properties. Nothing, however, shall bind the Developer to add additional property to these restrictions or similar restrictions.

(c) Reservation of Easement by Developer. The Developer does hereby reserve and is granted hereby easements in, upon, and over all Common Areas and Cluster Sites for the purpose of maintaining same, for the installation, use and maintenance of all utilities, roads and common facilities necessary for the Trenton Village 1 and 2 or any other property located within High Point Subdivision, for access across said Cluster Site and/or Common Area to and from other property located within the High Point Subdivision, and for the

installation of such improvements to the Premises, any Cluster Site, or any other properties as Developer may determine, including, but not limited to, utilities, electrical, gas, cable, storm and sanitary sewers, and/or water service lines. Developer does hereby reserve an easement across each Cluster Site for the purpose of installing a second electrical meter on the house, as Developer deems necessary, for the purpose of providing common electrical metering for lighting of Common Areas, signs and street lighting, and an easement to install and maintain and use electrical lines across said Cluster Site to and from said electrical meter.

Developer retains until December 31, 2002, or until such time as Developer has sold all houses constructed by Developer in the Premises, whichever event first occurs, the right to construct, install, maintain, use and relocate additional signs and/or existing signs advertising the Premises and/or living units therein for sale constructed by Developer; such signs to be located on any portion of the Common Areas as Developer may from time to time designate, together with an easement of access thereto sufficient for the purposes stated herein. Such signs shall comply with all ordinances of the City of Strongsville and shall be aesthetically compatible with the Premises in the reasonable discretion of Developer.

(d) Association Merger. The Association may be merged or consolidated with another Association as provided in its Articles, By-Laws or Rules of Regulations. Upon such merger or consolidation, the Association's properties, rights and obligations may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one plan. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by this Declaration within the existing property except as hereinafter provided.

Developer shall have the right to assign any and all of the rights reserved to it in this Article III to a nominee or subsequent Developer of the Premises.

Developer on its own behalf as the owner of all the Premises, and on behalf of all subsequent owners, hereby consents to and approves, and each subsequent Owner by acceptance of a deed conveying such ownership interest, and each mortgagee of said subsequent Owner thereby consents to and approves the provisions of this Article III.

ARTICLE IV

OWNERSHIP, USE AND MANAGEMENT OF THE COMMON AREAS

Section 1. Every Member shall have a non-exclusive right and easement of enjoyment and use of any Common Area which is owned by the Association for use as open space and/or green belt purposes, and such easement shall be appurtenant to and shall pass with the title to every Cluster Site, subject to the following provisions:

(a) The right of the Association to make reasonable rules and regulations regarding the use of the Common Areas and Common Easement Areas, including driveways, parking spaces, and access easements by the Members and other persons entitled to such use.

(b) The right of the Association to suspend a Member's voting rights and right to use of the Common Areas (i) for any period during which any assessment against such Member's Cluster Site remains unpaid, or (ii) for a period not to exceed thirty (30) days, for an infraction of the Association's published rules and regulations by such Member or his family or guests.

(c) The right of the Association, with the prior consent of the Developer for so long as Developer owns any parcel of property within the Premises, to dedicate or transfer all or any part of the Common Areas to any public agency, public authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Trustees of the Association.

(d) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure.

(e) No use shall be made of the Common Areas in violation of the provisions of the High Point Declaration.

Section 2. The right of use and enjoyment of the Common Areas shall not commence as to any Cluster Site Owner, his guests and family, until such Cluster Site Owner commences paying assessments pursuant to Article V.

Section 3. The Developer may retain the legal title to the Common Areas until such time as all improvements have been completed on the Premises, and until such time, as in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provisions herein, the Developer hereby covenants for itself and its successors and assigns that it shall convey the Common Areas to the Association no later than December 31, 2002, or when title to seventy-five percent (75%) of the Cluster Sites within the Premises have been conveyed by Developer to Cluster Site Homeowners, whichever shall first occur.

ARTICLE VMAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Cluster Site Owner (other than the Developer or its nominee), by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and hereby covenants and agrees to pay to the Association:

(a) An annual assessment for the continued operation, care, maintenance and repair of the Common Areas and the Cluster Sites as provided in this Declaration, and for the Association's performance of its other functions and responsibilities; and

(b) Special assessments for improvements or other capital expenditures, including the acquisition of additional property for use as Common Areas, for emergency, operating, maintenance or repair costs, and for other costs and expenses not anticipated in determining the applicable annual assessment. Each assessment shall be in the same amount for each Cluster Site. Each Cluster Site (other than a Cluster Site owned by the Developer or its nominee), shall be subject to a lien in favor of the Association securing any and all unpaid annual and special assessments, as hereinafter provided. All annual and special assessments, together with interest thereupon as hereinafter provided, shall be a charge upon such Cluster Site and if not paid within thirty (30) days after their due date, the Association shall have a lien upon the Cluster Site for which such assessment has not been paid. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Annual Assessments. The annual assessment shall be determined and levied annually by the Trustees of the Association prior to the date of the annual meeting of the Members, in such amounts as in their discretion shall be reasonably necessary to meet expenses anticipated during the ensuing year and to accumulate reasonable reserves for anticipated future operating or capital expenditures. The annual assessments for each calendar year shall be payable to the Association in monthly installments beginning on the first day of January of such ensuing year. The monthly assessment for years beginning prior to January 1, 1993 shall not exceed Eight Hundred Forty Dollars (\$840.00) per year (Seventy Dollars [\$70.00] per month) for each Cluster Site. Such annual assessments shall be in addition to the annual assessments payable to the High Point Association, which are levied and collected against each Cluster Site Owner, independently of the assessments by Trenton Village 1 and 2 Association herein.

Section 3. Special Assessments. Special Assessments may be levied by the Association from time to time at a meeting of the Members by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association and, if there be more than one class of membership, then by the affirmative vote of Members entitled to exercise a majority of the voting power of each class of membership, provided that written notice shall be given to each Member at least thirty (30) days in advance of the date of such meeting stating that a special assessment will be considered at and discussed at such meeting. Special assessments may, if so stated in the Resolution authorizing such assessment, be payable in installments over a period of years.

Section 4. Due Dates of Assessments; Defaults. The due dates of the monthly installments of the annual assessments shall be on the first day of each month commencing January 1 in each year; provided that in the case of Cluster Site Owner acquiring a living unit from the Developer after January 1 of any calendar year, the monthly installments of the annual assessments shall commence on the first day of the calendar month following the conveyance of such living unit by Developer to the Cluster Site Owner. The due date of any special assessment or installment thereof shall be fixed in the Resolution of the Members authorizing such assessment, and written notice of such special assessment or installment thereof shall be given to each Owner subject thereto at least sixty (60) days in advance of such due date.

The Annual Assessments and Special Assessments, together with any interest thereon and costs of collection thereof as hereinafter provided, applicable to each Cluster Site, shall be a charge on such Cluster Site and shall be a continuing lien upon the Cluster Site against which each such assessment is made until paid in full, but such liens shall be inferior to any prior recorded, valid first lien mortgage and/or vendor's lien. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Cluster Site at the time when the assessment or charge fell due.

If any installment of the annual assessment, or special assessment, or installment of a special assessment, is not paid within thirty (30) days after the due date, such delinquent installment or assessment shall bear interest from the due date at the rate of Ten Percent (10%) per annum (but in no event higher than the highest rate which may be legally charged) until paid. The Association may after such thirty (30) day period bring an action at law against the Owner responsible for the payment of such assessment, and, additionally or alternatively may foreclose the lien against the Cluster Site of said Owner for the amount of such assessment, plus interest on the assessment or installment amount as above provided, and together

with the costs of the action and reasonable attorney's fees in favor of the Association, for which amounts judgment may be rendered by a court of competent jurisdiction in favor of the Association.

The Association may file in the office of the County Recorder a Notice of Lien to evidence any delinquent assessment or installment, but the Association shall not be under any duty to file such Notice of Lien and its failure or omission to do so shall not in any way impair or affect the Association's lien and other rights in and against the property and against the Owner of such property.

Section 5. Statement of Unpaid Assessments or Charges.

Any prospective grantee or mortgagee of a fee or undivided fee interest in a Cluster Site may rely upon a written statement from the President, Vice President or Treasurer of the Association setting forth the amount of unpaid assessments or charges with respect to such fee or undivided fee interest. In the case of a sale of any such interest, no grantee shall be liable for, nor shall the interest purchased be subject to a lien for, any unpaid assessments which became due prior to the date of such statement and which is not set forth in such statement; nor shall the membership privileges of such grantee (or his household or guests) be suspended by reason of any such unpaid assessment. In the case of the creation of any mortgage, any lien of the Association for unpaid assessments which became due prior to the date of such statement and which is not set forth in such statement shall be subordinate to such mortgage.

Section 6. Computation and Application of Annual Assessments. The annual assessments to be levied against each Cluster Site Owner shall be equal to the product of the total annual budget for the Association times a fraction, the numerator of which is one (1) and the denominator of which is the total number of Cluster Sites within the Premises. The assessments levied and collected by the Association shall be applied toward payment of the following costs and expenses:

- (a) For the discharge of all obligations of the Association as set forth in this Declaration, the By-Laws, or as established by the Association;
- (b) the full amount of any taxes and assessments levied against the Common Areas;
- (c) for legal and accounting services for the Association;
- (d) for the cost of collecting assessments, and expenses of maintaining the Association; and

- (e) for any and all other purposes which the Association may determine from time to time to be for the general benefit of the owners of the Cluster Sites.

It shall be the responsibility of the Association to provide such services for the benefit of the Cluster Site Owners, but only to the extent of the funds received by it from the aforesaid Annual and/or Special Assessments. In providing such services, the Association shall have the sole discretion as to when and to what extent and in what manner such services are to be provided. The Association may delegate the performance of any such services to any agent, contractor, or management company hired by the Association to perform any of such services. In addition, the Association shall be authorized and entitled to exercise and perform all of the functions, duties and powers delegated to it by the High Point Association as same relate to the Premises.

Such assessments may be increased, decreased or adjusted from time to time by the Association as the interests of the Cluster Site Owners in the Premises may, in its judgment, require. The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all the interested parties.

Section 7. Abatement. No diminution or abatement of assessments shall be allowed or claimed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or from any action taken to comply with any law, ordinance or order of a governmental authority.

Section 8. Notice of Delinquency. The Association shall have the right to cause written notice of delinquency in payment of assessments to be mailed to the mortgagee of record, if any, of the Cluster Site on which assessments have not been paid. Such notice shall be deemed sufficient if mailed postage prepaid to said mortgagee at the last known address thereof as indicated on the recorded mortgage, within fifteen (15) days after due date of said assessment.

Section 9. Rights of City. After the transfer of title to the Common Area to the Association, the City shall have the right but not the obligation to impose any special assessments for improvements made by the City which would otherwise be a lien on the Common Area, on the Cluster Sites within the Development area or the real property on which said Cluster Sites are located, on an equitable basis to be determined by the City.

Section 10. Exempt Property. The following property shall be exempted from the assessments and lien created herein:

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) The Common Areas as defined in Article II, Section 4 hereof;

(c) All properties of the City of Strongsville which are exempted from taxation by the laws of the State of Ohio.

(d) Any Cluster Site held by the Developer or its nominee as a Model Home or for sale, and not occupied as a dwelling.

## ARTICLE VI

### COVENANTS FOR MAINTENANCE

Section 1. The Developer shall have the duty to maintain all Common Areas, Common Easement Areas for access, guest parking, driveways and landscaping, storm sewers, and swales until such time as all improvements are installed, completed, paid for in full, and turned over to the Homeowner's Association. Maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for all appurtenances, exterior and interior building surfaces, trees, shrubs, grass areas, driveways, walls, concrete, and other improvements in and/or on the Common Areas, Common Easement Areas for access, guest parking, driveways and landscaping, storm sewers, and swales.

Section 2. The Association shall have the same duty to maintain all Common Areas, common easement areas for access, guest parking, driveways and landscaping, storm sewers, and swales as does the Developer, as set out in this Article, after title has been conveyed to the Association.

Section 3. The Association shall be responsible for:

(a) the care and maintenance of the Common Areas, including the parking improvements, structures, landscaping and lawns located on the Common Areas, and Common Easement Areas,

(b) the payment of the real estate taxes and assessments assessed by the public authorities against the Common Areas,

(c) maintenance of the landscaping for all Cluster Sites (excepting in any private courtyard), and lawn mowing and general lawn care for all of the Cluster Sites, Common Areas,



tree lawns, and easements, provided that in the discretion of the Board of Trustees, the Association need not replace any trees located in any Common Areas or on any Cluster Site which may be damaged or which may die,

(d) the maintenance, repair and replacement of the public sidewalks abutting the Premises, driveway aprons for each Cluster Site, and common easement areas for guest parking, driveways and landscaping, storm sewers, drainage and swales (including catch basins therein) as said easements are shown in Exhibits B-1 and B-2 hereof, or as otherwise shown on any record plat, or created by any other instrument of record of the Premises,

(e) the care and maintenance of the following exterior portion of each Living Unit on a Cluster Site: the painting of exterior surface of all entrance doors, garage doors and exterior trim. Except for minor repairs and touchup, all Living Units within the Premises shall be repainted/restained at approximately the same time, within the discretion of the Board of Trustees and subject to the approval of color and type of such painting or staining by the Board of Trustees,

(h) snow removal of the common parking and individual driveways of the Cluster Sites, or other areas of the Premises deemed necessary in the discretion of the Board of Trustees.

#### Section 4. Responsibility of Cluster Site Owners.

Each Cluster Site Owner shall maintain (including repair and replacements) all other portions of his Cluster Site, including the house thereon, not maintained by Association as above provided, including but not limited to the individual driveways for the house, the private walkways and patios, including all windows and glass, all exterior lighting fixtures, exterior light bulbs, exterior siding, gas and electric service lines, and exterior heating and cooling units. The Cluster Site Owner shall also periodically water the lawns and landscaping on his Cluster Site, for the proper maintenance and growth thereof, at said owner's expense. In the event that a Cluster Site Owner fails to maintain such as herein provided after request by Association, the Association may perform such maintenance and make such repairs, replacements or painting, and the Cluster Site Owner shall reimburse the Association on demand with interest thereon at the rate of ten percent (10%) per annum (but in no event higher than the highest rate which may be legally charged) until paid. Any such disbursement by the Association shall be deemed to be a special assessment subject to the provisions of Article V hereof.

Section 5. City as Third Party Beneficiary. The City, as a Third Party Beneficiary, may - although under no obligation or duty to do so - compel compliance with Section 1 or 2 of this Article as the City deems necessary by court action or any other legal means.

ARTICLE VIIINSURANCE

Section 1. Insurance to be Obtained by Cluster Site Owners. Each Cluster Site Owner shall maintain at a minimum a homeowner's Class 3 policy of fire and extended coverage hazard insurance (with a malicious mischief and vandalism endorsement) upon the house located upon his Cluster Site, with replacement cost endorsement, in an amount not less than ninety percent (90%) of the full insurable value of such house, and coverage for loss or damage to contents and personal property. Said policy shall name the Association as an additional insured, and at the request of the Association, all insurance proceeds payable as a result of damage to a Cluster Site shall be paid to an insurance trustee satisfactory to the Association to be used for the sole purpose of repairing and restoring the house. Said policy shall include a policy of public liability insurance upon the Cluster Site and the Common Areas with such limits of coverage as the Association may select. Such public liability policy shall name the Association as an additional insured. In the event of any damage to or destruction of the house, the Cluster Site Owner shall promptly commence repair and restoration of the house to the condition existing prior to such damage or destruction, using the insurance proceeds to the extent available. If the Cluster Site Owner does not promptly commence said restoration and thereafter diligently complete said restoration, the Association shall have the right to enter upon the Cluster Site and complete said restoration, using the insurance proceeds for such purpose. Evidence of such insurance shall be provided to the Developer and to the Association at the time of Closing of the purchase and sale of each Cluster Site. The Association shall be furnished with a copy of said policies and originals of said endorsements prior to ten (10) days before the expiration of each policy each year.

Section 2. Insurance to be obtained by Association. The Association shall obtain and pay out of the funds collected through assessments:

(a) Liability Insurance. A policy or policies insuring the Association, its officers and Trustees, and the owners against any liability to the public or to the Owners of Cluster Sites and their invitees or tenants, incident to the ownership and/or use of Common Areas, and Common Easement Areas, the limits of which policy shall be reviewed annually by the Association, but which shall not be less than \$1,000,000.00 in respect of any one occurrence, and not less than \$500,000.00 in respect to damage to or destruction of property arising out of any one occurrence.

(b) Casualty Insurance. All hazards casualty insurance insuring against loss or damage to any structure or improvements on the Common Areas.

(c) Errors and Omissions. The Board of Trustees is authorized to insure its members and officers from liability resulting from an act or a failure to act, pursuant to the authority of office or an act or failure to act, intended to be committed pursuant to authority of office.

(d) Worker's Compensation Insurance. The Board of Trustees is authorized to obtain Worker's Compensation and unemployment insurance to the extent necessary to comply with any applicable laws.

(e) Fidelity Bonds. Fidelity Bonds shall be required for all officers and employees of the Association handling or responsible for Association funds. The premiums on such bonds shall be paid by the Association as a common expense.

All of said insurance to be obtained by the Association, shall be subject to availability of said insurance by insurance carriers authorized to write such insurance in the State of Ohio.

#### ARTICLE VIII

##### PARTY WALLS

In the case of owners of adjacent Cluster Sites sharing party walls, the following Party Wall Agreement shall apply:

##### PARTY WALL AGREEMENT ("AGREEMENT")

(a) To the extent not inconsistent with the provisions of this AGREEMENT, the general laws of Ohio regarding party walls and liability for property damage due to negligence or willful acts and omissions shall apply to such party wall.

(b) The owner of an adjacent Cluster Site sharing a party wall shall, from the date of conveyance to him of his Cluster Site, have the right to use the wall jointly with the owner of the adjoining Cluster Site.

(c) The cost of reasonable repair, maintenance and replacement of a party wall shall be equally shared by the Cluster Site Owners who share such wall.

(d) If a party wall is destroyed or damaged by fire or other casualty, the wall shall be repaired or rebuilt at the joint expense of both adjoining Cluster Site Owners, provided that any sum received from insurance against such injury or destruction shall be first applied to such repair or

restoration. If either Cluster Site Owner refuses to repair or restore such party wall, after such damage or destruction, the other Cluster Site Owner may restore it, and if the adjoining Cluster Site Owner thereafter makes use of the wall, he shall contribute equally to the cost of restoration therefor without prejudice however, to the right of the Cluster Site Owner who restores the wall to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

(e) The right of any Cluster Site Owner to contribution from any other Cluster Site Owner hereunder shall be appurtenant to the land and shall pass to such Cluster Site Owner's successors in title.

(f) The covenants herein contained shall be perpetual and shall run with the land of both Cluster Sites sharing a party wall, but the covenants herein shall not operate to convey to either party the fee to any part of the land owned or to be acquired by the other party, the creation of rights, easements and obligations to said party walls being the sole purpose hereof.

(g) In the event any dispute or controversy shall arise concerning a party wall under the provisions of this AGREEMENT, such dispute or controversy shall be submitted by the owners of the Cluster Sites affected to the arbitration of two disinterested and competent persons, mutually chosen, who shall select the third (provided that, by mutual agreement the parties may submit the matter to the arbitration of one arbitrator mutually chosen), and the decision of the arbitrators shall be binding upon the parties. The rules of the American Arbitration Association shall apply. The place of arbitration shall be Cuyahoga County, Ohio.

(h) Each owner of a Cluster Site sharing a party wall by accepting a Deed to his Cluster Site and house shall be bound by the covenants of this AGREEMENT, which shall be for the benefit of and binding upon the owners, their successors in title, and their respective heirs, administrators, successors and assigns.

ARTICLE IX

PROTECTIVE COVENANTS

Section 1. Protective Covenants of High Point Declaration. The protective covenants of the High Point Declaration, as amended, are incorporated herein by reference and made a part hereof, as supplemented and modified herein.

Section 2. Land Use. No industry, business, trade, occupation or profession of any kind whether for commercial,

religious, educational, charitable, or other purposes shall be conducted, maintained or permitted on any Cluster Site except such as may be permitted by the Association, and except that:

(a) The Developer may perform or cause to be performed such work and conduct such activities as are incident to the development and construction of the Premises, and to the sale or lease of Cluster Sites and houses, including but not limited to the construction, maintenance, repair, operation and reconstruction of model houses, and sales and rental offices by the Developer; and including the posting of signs advertising the development and model houses, such signs to be in compliance with City regulations. Nothing herein contained shall restrict the right of the Developer to delegate or assign its rights hereunder to a nominee, successor Developer, or to a builder, building company or other person, firm or entity, authorized by the Developer.

(b) A Cluster Site Owner, or the Association, or their agents or representatives may perform or cause to be performed any maintenance, repair or remodeling work with respect to any Cluster Site, house, Common Area, or Association Property.

Section 3. Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved in favor of the Developer and the Association, over the front and rear ten (10) feet of each Cluster Site, and over the Common Areas. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels or which may obstruct or retard the flow of water through drainage channels. The easement area of each Cluster Site and all improvements therein shall be maintained continuously by the owner thereof, except for those areas and improvements for which the Association, a public authority or public utility is responsible. The Developer, its successor and assigns so long as it shall maintain a property interest in the Premises, additions thereto or in any adjoining lands, and thereafter, the Association shall be empowered to assign such easements to the municipality or to the appropriate public authorities or public utilities. Such easements shall entitle the holder thereof to enter upon and across each Cluster Site, or Common Area at any place as required in order to make any such installation or maintenance within the easement.

Section 4. Drainage Easement. The Developer, each Cluster Site Owner and the Association shall have the non-exclusive right and easement in common to utilize the waterways, lakes, courses, storm sewers, drainage pipes and retention basins in, over and upon the Common Areas for the purpose of the drainage of surface waters on the Premises, said

rights-of-way and easements being hereby established for said purposes. It shall be the obligation of the Association to properly maintain, repair and operate such drainage system existing on the Common Areas.

ARTICLE X

DURATION, WAIVER AND AMENDMENT

Section 1. Duration and Provision for Periodic Modification. The duration of the covenants of ARTICLE VIII shall be as provided in ARTICLE VIII. All other covenants of this Declaration and any Supplemental Declaration shall run with the land and shall inure to the benefit of and be enforceable by and against the Association, the Developer and any other Owner and their respective legal representatives, heirs, devisees, successors and assigns until December 31, 2022, after which time, said covenants shall be automatically renewed for successive periods of five (5) years each, unless amended, modified or canceled, effective on the last day of the then current term or renewal term, at a meeting of the Members by the affirmative vote of Members entitled to exercise three-fourths (3/4) of the voting power of the Association, provided that such meeting shall be held at least one (1) year in advance of such effective date, and written notice of such meeting shall be given to each Member at least sixty (60) days in advance of the date of such meeting, stating that such amendment, modification or cancellation will be considered at such meeting. Promptly following the meeting at which such amendment, modification or cancellation is enacted, the President and Secretary of Association will execute and record an instrument reciting such modification or cancellation.

Section 2. Amendment by Developer. Until December 31, 2002, or when seventy-five percent (75%) of the Cluster Sites within the Premises have been conveyed by the Developer to Cluster Site Homeowners, as provided in Article II, Section 6 hereof, whichever event occurs first, Developer shall and does hereby reserve the right to amend or modify any of the provisions of this Declaration, or to waive any such provision either generally or with respect to particular Cluster Sites, parcels, or Premises if in the judgment of the Developer, the development or lack of development of the Cluster Site, parcel, or Premises requires such modification or waiver, or if in the judgment of the Developer, the purposes of the general plan of development will be better served by such amendment or modification or waiver, or if in the judgment of the Developer, such an amendment, modification or waiver is necessary to better implement the purposes of the Declaration, provided that the Developer may not, pursuant to this Section 2, increase the maximum annual assessment provided by Section 2 of Article V for years beginning prior to January 1, 1993. Further, Developer may make such amendments and modifications to this Declaration

as the same may be required to permit any mortgage encumbering any part of the Premises to be insured or financed by any lending institution, agency or instrumentality providing mortgage financing and/or providing insurance for mortgage financing. Such amendment which Developer has the right to make may be made without the consent or approval of any Cluster Site Owner and/or any mortgagee of any such Owner, and all of the same do hereby constitute and appoint Developer as such Owner's and/or mortgagee's true and lawful attorney-in-fact to execute for and on behalf of such Cluster Site Owner and/or the mortgagee such document or instrument as Developer deems appropriate and necessary to cause such amendment to be made; which power of attorney is hereby declared to be coupled with an interest. Promptly following any amendment or modification of this Declaration adopted by the Developer, pursuant to this Section 2, the Developer shall execute and record an instrument reciting such amendment or modification in the office of the Cuyahoga County Recorder. The Developer shall have the right to assign its rights hereunder.

Section 3. Other Amendments. This Declaration may be amended or modified effective on the ninetieth (90th) day following a meeting of the Members held for such purposes by the affirmative vote of Members entitled to exercise seventy-five per cent (75%) of the voting power of the Association, provided that written notice shall be given to every Member at least sixty (60) days in advance of the date of such meeting stating that such amendment or modification will be considered at such meeting; or this Declaration may be amended or modified in a writing adopted without a meeting, signed by Members entitled to exercise seventy-five percent (75%) of the voting power of the Association. Promptly following the meeting at which such amendment, modification or cancellation is enacted, or promptly following the adoption of such amendment, modification or cancellation in a writing adopted without a meeting and signed by the members entitled to exercise seventy-five percent (75%) of the voting power of the Association as aforesaid, the President and Secretary of the Association shall execute and record an instrument reciting such amendment, modification or cancellation in the office of the Cuyahoga County Recorder.

Section 4. Duration of Common Area Obligations. Notwithstanding anything in these Covenants and Restrictions to the contrary, the duties and obligations of either the Developer or Association, as they relate to the Common Areas, and Common Easement Areas, and the authority to enforce these duties and obligations shall be of unlimited duration, shall be non-modifiable and shall be non-waiverable without the prior written consent of the City.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Notices. All notices given or required to be given by the Association to its Members shall be deemed to have actually been given if actually received and, whether or not actually received, when deposited in the United States mail, postage prepaid, and addressed to the Member at his address as it appears on the books of the Association.

Section 2. Enforcement. Enforcement of the covenants of this Declaration or any Supplemental Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, or both, and against the land to enforce any lien created by the covenants of this Declaration, and failure by the Association or any Owner to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Service Provided by Association. The Association, in addition to its performance of the functions and responsibilities hereinabove provided for it, may but shall not be required to, provide other services determined by the Trustees to be of general benefit or utility to the Owners of the Properties, including, without limitation, the services of snow removal and refuse collection and disposal supplementary to or in lieu of such municipal services, and the expense of any such service or services shall be met by the levy of assessments pursuant to Article V.

Section 4. Liability of Developer. In executing this Declaration and By-Laws, or any documents or instruments necessary to fully perform the obligation of the Developer under the Declaration and By-Laws, no personal liability shall arise or be enforceable against the Developer, or the Directors, Officers, Agents, Employees or Stockholders of the Developer, individually or personally and their liability shall be limited to the property owned by Developer described in Article III. All persons shall look solely to said property for satisfaction of claims or judgments of any nature arising in connection with the affairs of the Developer and no claim or judgment in tort, contract, or otherwise shall be enforceable against the Directors, Officers, Agents, Employees or Stockholders of Developer, individually or personally, but only against said property.

Section 5. Invalidation of any of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.



Section 6. The Association shall have the right to waive or modify any of these restrictions and their application to any of the parcels with the consent of the Owner of the Cluster Site with respect to which such restrictions are waived or modified if, in the Association's judgment, which shall be conclusive, such waiver or modification will be in general keeping with the character of the then existing development of the Premises and desirable for its further development, but any such waiver or modification shall be in writing and delivered to each Owner.

Section 7. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of George Bush, President of the United States.

IN WITNESS WHEREOF, Summer Hill Homes, Inc. has by its authorized officers executed this Declaration this 6 day of July, 1992.

Signed in the Presence of:

Jeffrey C. Mery  
Daniel H. Pozik

SUMMER HILL HOMES, INC.

Richard J. Adams  
President  
Gregory P. [Signature]  
Assistant Secretary

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

Before me, a Notary Public in and for said County,  
personally appeared Richard D. [Signature], President, and  
Craig [Signature] Assistant Secretary of Summer Hill Homes,  
Inc., this 6<sup>th</sup> day of July, 1992.

[Signature]  
Notary Public

My Commission Expires:  
JANET L. DEANNA  
NOTARY PUBLIC State of Ohio  
~~My Commission Expires August 20, 1992~~

This Instrument Prepared by:

Frank Moss, Esq.  
1020 Leader Building  
Cleveland, Ohio 441141-1477  
(216) 696-5211

Approved as to legal form only  
by the Law Department of the  
City of Strongsville

by [Signature]  
Assistant Director of Law.

Dated 7-15-92

# THE HENRY G. REITZ ENGINEERING CO.

Civil Engineers and Surveyors  
4214 ROCKY RIVER DRIVE  
CLEVELAND, OHIO 44135-1948

John G. Saylor, *President*  
Donald E. Woike, *Vice Pres.*  
Stuart W. Saylor, *Vice Pres.*  
James T. Saylor, *Vice-Pres.*  
Paul T. Saylor, Jr., *Sec.-Treas.*

(216) 251-3033  
FAX: 251-5149

June 18, 1992

## Description of Trenton Village 1

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Block "R-1" in the High Point Subdivision No. 5 Phase I, of part of Original Strongsville Township Lot No. 42, as shown by the recorded plat in Volume 226 of Maps, Page 123 of Cuyahoga County Records, and bounded and described as follows:

Beginning on the Southerly line of Drake Road, 60 feet wide, at the Northeasterly corner of the Cambridge Colony Resubdivision, as shown by the recorded plat in Volume 236 of Maps, Page 57 of Cuyahoga County Records;

Thence N. 89° 45' 00" E., along the Southerly line of Drake Road, a distance of 370.22 feet;

Thence S. 0° 15' 00" E., a distance of 157.00 feet;

Thence S. 84° 31' 42" W., a distance of 373.20 feet to the Easterly line of said Cambridge Colony Resubdivision;

Thence N. 0° 10' 42" E., along the Easterly line of said Cambridge Colony Resubdivision, a distance of 190.97 feet to the place of beginning, be the same more or less, but subject to all legal highways.

.....and being further known as Sublots Nos. 1 thru 7 inclusive in Trenton Village 1 Subdivision of Part of Original Strongsville Township Lot No. 42 as shown by the recorded plat in Volume 260 of Maps, Page 29 of Cuyahoga County Records.

# THE HENRY G. REITZ ENGINEERING CO.

Civil Engineers and Surveyors  
4214 ROCKY RIVER DRIVE  
CLEVELAND, OHIO 44135-1948

John G. Saylor, *President*  
Donald E. Woike, *Vice Pres.*  
Stuart W. Saylor, *Vice Pres.*  
James T. Saylor, *Vice-Pres.*  
Paul T. Saylor, Jr., *Sec.-Treas.*

(216) 251-3033  
FAX: 251-5149

August 19, 1992

8-20-92

## Revised Description of Trenton Village 2

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot No. 42, and bounded and described as follows:

Beginning at an iron monument on the Easterly line of said Original Lot No. 42, at its intersection with the centerline of Drake Road, 60 feet wide;

Thence S.  $89^{\circ} 45' 00''$  W., along the centerline of Drake Road, a distance of 1347.96 feet to the Westerly line of a parcel of land conveyed to Albert S. Domonkos and Ann Domonkos, by deed recorded in Volume 10981, Page 83 of Cuyahoga County Records of Deeds;

Thence S.  $0^{\circ} 16' 08''$  W., a distance of 30.00 feet to the principal place of beginning;

Thence S.  $0^{\circ} 16' 08''$  W., along the Westerly line of land so conveyed to Albert S. and Ann Domonkos, a distance of 220.01 feet to the Southwesterly corner thereof;

Thence N.  $89^{\circ} 45' 00''$  E., along the Southerly line of land so conveyed to Albert S. and Ann Domonkos, a distance of 100.00 feet to the Westerly line of the Bridgeport Colony Cluster Development, as shown by the recorded plat in Volume 226 of Maps, Page 141 of Cuyahoga County Records;

Thence S.  $0^{\circ} 16' 08''$  W., along the Westerly line of said Bridgeport Colony Cluster Development, a distance of 10.00 feet to the Northerly line of the High Point Subdivision No. 5 Phase 1, as shown by the recorded plat in Volume 226 of Maps, Page 123 of Cuyahoga County Records;

Thence S.  $89^{\circ} 45' 00''$  W., along the Northerly line of said High Point Subdivision No. 5 Phase 1, a distance of 11.25 feet to the Northwesterly corner thereof;

Thence S.  $0^{\circ} 15' 00''$  E., along the Westerly line of said High Point Subdivision No. 5 Phase 1, a distance of 140.00 feet to the Northerly line of Brandywine Drive, 60 feet wide;

Thence S.  $89^{\circ} 45' 00''$  W., along the Northerly line of Brandywine Drive, a distance of 289.64 feet to a point of curvature of a curved turnout;

Thence Northwesterly, along said curved turnout, a distance of 31.42 feet on the arc of a circle deflecting to the right, whose radius is 20.00 feet and whose chord bears N. 45° 15' 00" W., a distance of 28.28 feet to a point of tangency on the Easterly line of High Point Club Boulevard, 100 feet wide;

Thence N. 0° 15' 00" W., along the Easterly line of High Point Club Boulevard, a distance of 295.00 feet;

Thence N. 89° 45' 00" E., a distance of 127.88 feet;

Thence N. 0° 15' 00" W., a distance of 55.00 feet to the Southerly line of Drake Rd., 60 feet wide;

Thence N. 89° 45' 00" E., along the Southerly line of Drake Road, a distance of 95.09 feet to the principal place of beginning, be the same more or less, but subject to all legal highways.

..... and being further known as Sublot Nos. 8 thru 18 inclusive and Block A Trenton Village Common Property in Trenton Village 2 Subdivision of Part of Original Strongsville Township Lot No. 42 as shown by the recorded plat in Volume 260 of Maps, Page 30 of Cuyahoga County Map Records.

**AMENDMENT NO. 1 TO DECLARATION OF  
COVENANTS, RESTRICTIONS AND EASEMENTS OF  
TRENTON VILLAGE 1 AND 2, STRONGSVILLE, OHIO**

**AMENDMENT NO. 1 TO DECLARATION OF  
COVENANTS, RESTRICTIONS AND EASEMENTS OF  
TRENTON VILLAGE 1 AND 2, STRONGSVILLE, OHIO**

This Amendment No. 1 to Declaration made as of this 30th day of September, 1992 by Summer Hill Homes, Inc., an Ohio corporation, hereinafter referred to as "Developer".

**R E C I T A L S:**

A. Developer entered into a Declaration of Covenants, Restrictions and Easements ("Declaration") and adopted By-Laws for Trenton Village 1 and 2 Association, Inc. dated July 6, 1992, said Declaration being recorded September 18, 1992 in Volume 92-8172, Page 9 et seq. of Cuyahoga County Records.

B. Trenton Village 1 and 2 Association, Inc. an Ohio corporation not-for-profit was formed on July 6, 1992, by Articles of Incorporation filed with the Secretary of State of Ohio, and the Declaration and By-Laws were duly adopted by said Association on July 7, 1992.

C. The Developer owns 100% of the ownership interests in Trenton Village 1 and 2, and as such holds 100% of the membership and voting power in the Association pursuant to the Declaration, By-Laws, and the Association Articles of Incorporation.

D. Pursuant to Article X of the Declaration, the Developer has retained the right to amend the Declaration until December 31, 2002, or when 75% of the cluster sites within the Premises have been conveyed by the Developer to cluster site

homeowners; Developer further retains the right of such amendment by the ownership of at least 75% of the voting power in the Association.

E. It is desirable in the judgment of the Developer to amend Article VI of the Declaration in the manner hereafter provided.

NOW THEREFORE, the Declaration is hereby amended and modified in the following respects:

1. Article VI, Section 3, is hereby amended by the adoption of a new sub-paragraph (i) of said Section 3, as follows:

ARTICLE VI

COVENANTS FOR MAINTENANCE

Section 3. The Association shall be responsible for:

\*\*\*

(i). The care, maintenance, repair and replacement of the landscape garden timber walls and earth mounds at the rear of Sublots 1 through 7, Trenton Village 1 Subdivision.

2. Article IX, is hereby amended by the addition of Section 5, as follows:

ARTICLE IX

PROTECTIVE COVENANTS

\*\*\*

Section 5. Easement for Landscape Garden Timber Wall and Mounds. Easements are reserved and granted in favor of the



Developer, the Association, and the owners of the following sublots, their successors and assigns, over the rear ten (10) feet of Sublot Nos. 1 through 7, Trenton Village 1 Subdivision for installation, maintenance, repair and/or replacement of earth mounds and landscape garden timber walls, together with the necessary right of way to exercise the easement rights herein reserved and granted.

IN WITNESS WHEREOF, Summer Hill Homes, Inc. has by its authorized officers executed this Amendment No. 1 to the Declaration this 30<sup>th</sup> day of SEPTEMBER, 1992

In the presence of:

Frank Moss  
Barbara G. Minor

SUMMER HILL HOMES, INC.

By: Richard J. DeAnna  
President

By: Robert G. Nottrodt  
Secretary

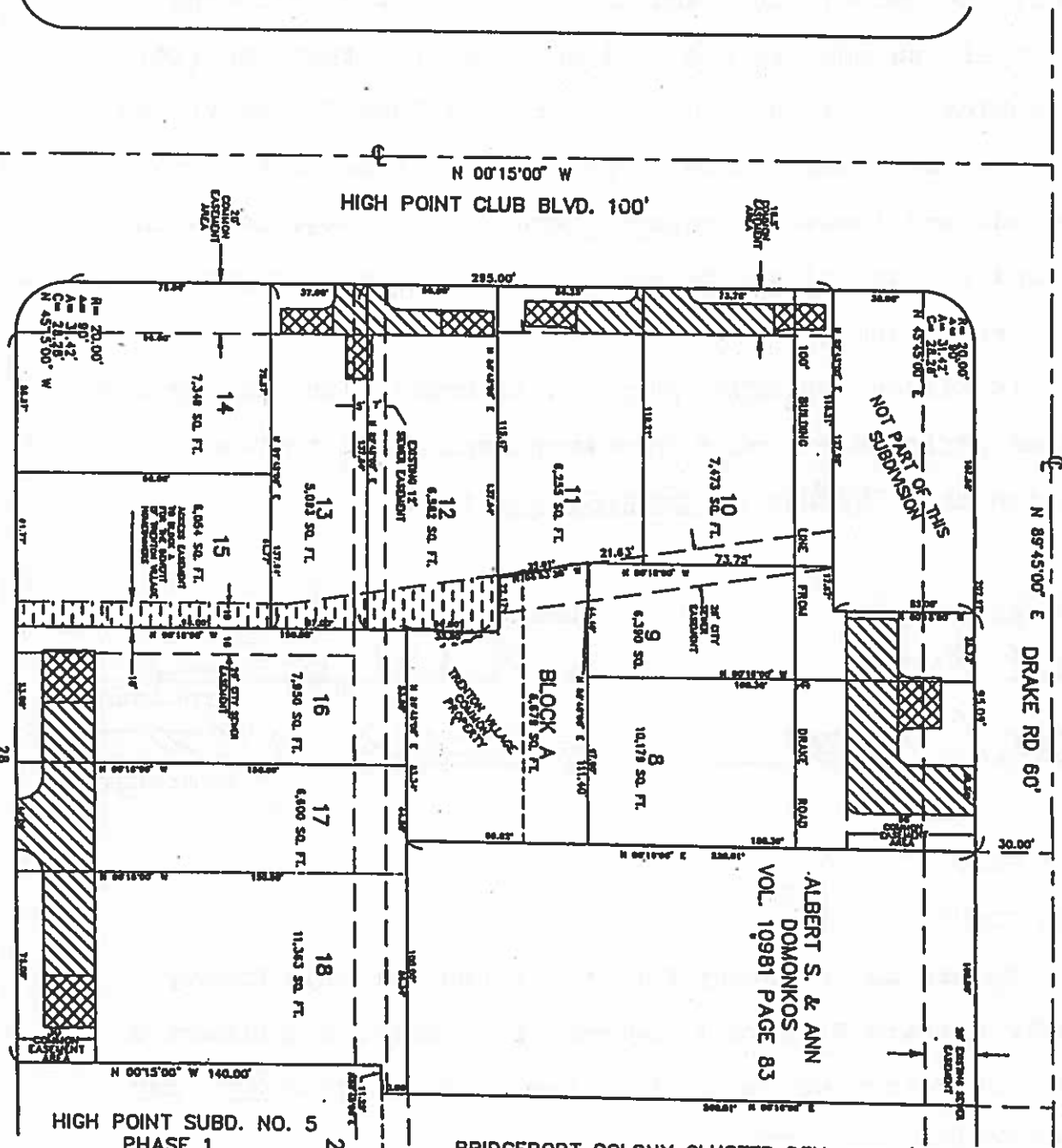
STATE OF OHIO            )  
                                  ) SS:  
CUYAHOGA COUNTY        )

Before me, a Notary Public, in and for said County, personally appears Richard J. DeAnna, President, and Robert G. Nottrodt, Secretary of Summer Hill Homes, Inc., this 30<sup>th</sup> day of SEPTEMBER, 1992.

Frank Moss  
Notary Public

My Commission Expires:




~~FRANK MOSS, Attorney at Law~~  
Notary Public, State of Ohio  
My Commission has no Expiration  
Sec. 147.03 RC  
Sec. 147.03 RC



HIGH POINT SUBD. NO. 5  
 PHASE 1  
 VOL. 226 PAGE 123

BRIDGEPORT COLONY CLUSTER DEV.  
 VOL. 226 PAGE 141

ALBERT S. & ANN  
 DOMONKOS  
 VOL. 10981 PAGE 83

-  ACCESS EASEMENT
-  COMMON PARKING EASEMENT
-  COMMON DRIVEWAY EASEMENT



# DRAKE ROAD 60'

N 89°45'00" E

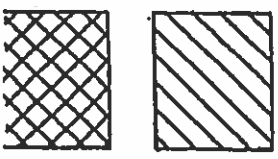
## CAMBRIDGE COLONY RESUBDIVISION

VOL. 236 PAGE 57

EXHIBIT "B-1"

CASA DEVELOPMENT CO.  
397-17-11

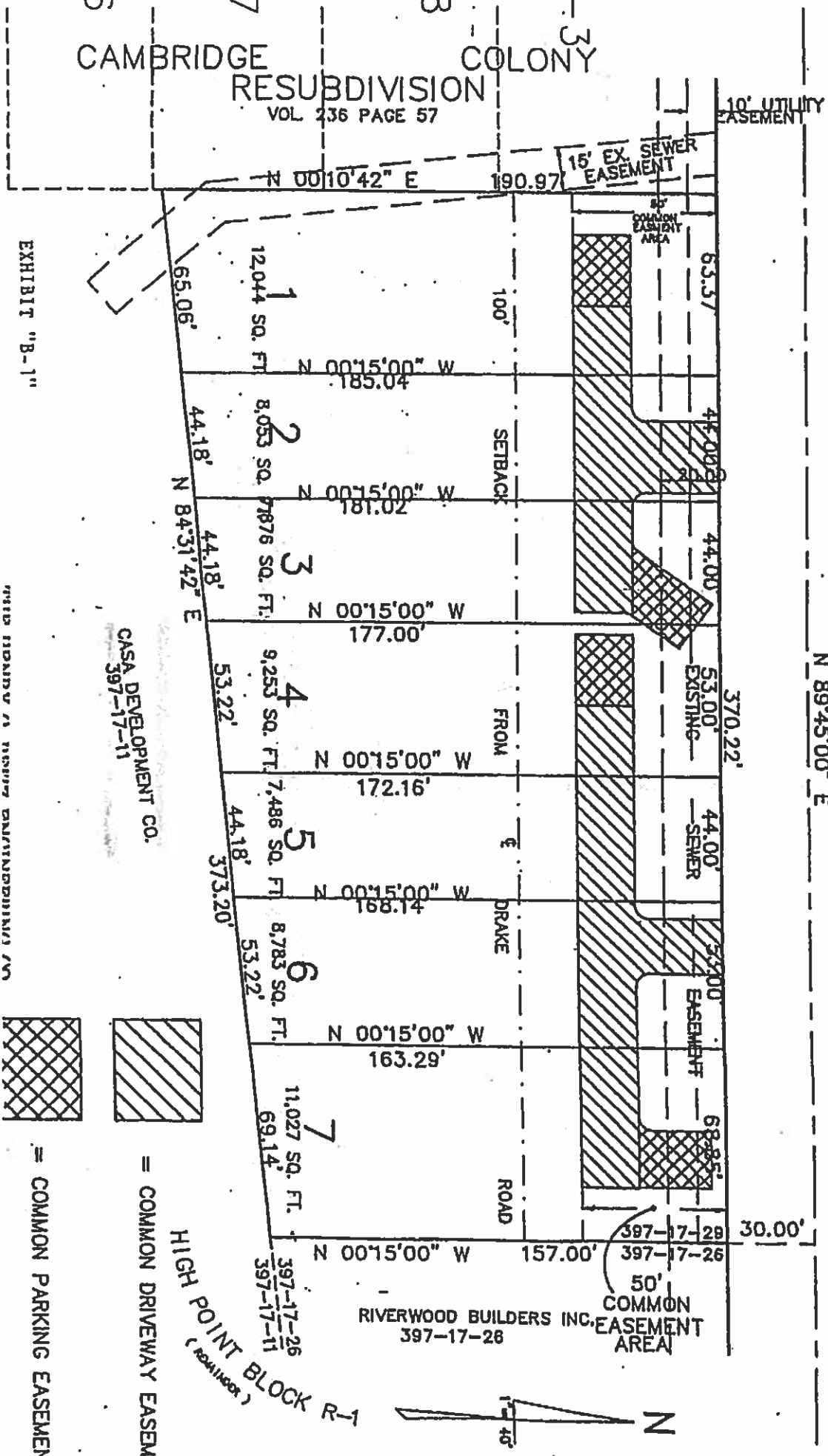
FIELD READER'S NAME (UNRECORDED)



= COMMON PARKING EASEMENT

= COMMON DRIVEWAY EASEMENT

HIGH POINT BLOCK R-1  
(REPLACES)



FIRST AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
TRENTON VILLAGE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, Trenton Village Homeowners Association, Inc., an Ohio not-for-profit corporation (The "Association"), entered into a Declaration of Covenants and Restrictions, dated September 18, 1992, recorded in Volume 92-8172, Page 9 through 38 of the records of the Recorder of Cuyahoga County, Ohio, as amended by and recorded as document number 992070629001 in the records of the Recorder of Cuyahoga County (collectively, the "Declaration"); and

WHEREAS, Association desires to amend the Declaration. (the "First Amendment")

NOW, THEREFORE, Association hereby amends the Declaration pursuant to Article X, Section 3, as follows:

1. The Following sentence shall be deleted in its entirety from Article VI, Section 3, Paragraph (e). (the care and maintenance of the exterior portion of each Living Unit on a Cluster Site; the painting of exterior surface of all entrance doors, garage doors and exterior trim. Shall be deleted in its entirety.
2. The following sentence shall be added to Section 4 of Article VI. The care and maintenance of the exterior portion of each Living Unit or a Cluster Site; the painting of exterior surface of all entrance doors, garage doors and exterior trim.

Except as herein amended, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at Cleveland, Ohio as of the 17 day of NOV., 2001.

Signed and acknowledged  
in the presence of:  
ASSOCIATION

TRENTON VILLAGE HOMEOWNER

Judith L. Svrcek  
JUDITH L. SVRCEK

Yvonne J. Atlee  
YVONNE ATLEE

by: Jimmie N. Hoffmann  
Jimmie N. Hoffmann, President  
and  
by: Jerry Johnson  
Jerry Johnson, Treasurer

STATE OF OHIO )  
CUYAHOGA COUNTY ) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named TRENTON VILLAGE ASSOCIATION INC., by Jimmie N. Hoffmann, its President and by Jerry Johnson, its Treasurer, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville Ohio, this 17 day of November, 2001.

Judith L. Svrcek  
Notary Public  
JUDITH L. SVRCEK, Notary Public  
State of Ohio  
My Commission Expires April 17, 2006

**BY-LAWS**

**OF**

**TRENTON VILLAGE 1 AND 2 HOMEOWNERS' ASSOCIATION, INC.**

BY-LAWS  
OF  
TRENTON VILLAGE 1 AND 2  
HOMEOWNERS' ASSOCIATIONS, INC.

TABLE OF CONTENTS

		<u>PAGE NO.</u>
ARTICLE I	Definitions.....	1
ARTICLE II	Membership.....	1-2
ARTICLE III	Voting Rights.....	2
ARTICLE IV	Property Rights and Rights of Enjoyment..	2-3
ARTICLE V	General Powers of the Association.....	3-5
ARTICLE VI	Board of Trustees.....	5-7
ARTICLE VII	Officers.....	8-9
ARTICLE VIII	Meetings of Members.....	9-11
ARTICLE IX	Proxies.....	11
ARTICLE X	Determination and Payment of Assessments.	11-14
ARTICLE XI	Amendments.....	14
ARTICLE XII	General Provisions.....	14-16

BY-LAWS  
OF  
TRENTON VILLAGE 1 AND 2  
HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

The definitions of the Declaration of Trenton Village 1 and 2 are incorporated herein by reference and made a part hereof.

ARTICLE II

MEMBERSHIP

SECTION 1. Membership.

Each person or entity who is a record Owner of a fee or undivided fee simple interest in any Cluster Site Parcel of the Properties shall automatically be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the payment of money or performance of an obligation shall not be a Member. When more than one person holds such interest, or interests, in any Cluster Site Parcel, all such persons shall be Members, but for quorum, voting, consenting and all other rights of Membership, such persons shall collectively be counted as a single Member, and entitled to one (1) vote for each such Cluster Site Parcel, which vote for such Cluster Site Parcel shall be exercised as they among themselves deem. Each such Member shall be jointly and severally liable for the payment of the assessments hereinafter provided with respect to such Cluster Site Parcel.

SECTION 2. Rights Subject to Payment of Assessment.

The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner, and becomes a lien upon the property against which such assessments are made as provided by Article V of the Declaration to which the Premises are subject.

SECTION 3. Suspension of Membership Rights.

The membership rights of any person whose interest in the Premises is subject to assessments under Section 2 of this Article II, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Trustees during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Trustees have adopted and

published rules and regulations governing the use of the Common Areas and Facilities, and the personal conduct of any person thereon, as provided in Article V, Section 2, of these By-Laws, they may in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

### ARTICLE III

#### VOTING RIGHTS

##### SECTION 1. Classes of Membership

The Association shall have two classes of voting Membership:

**CLASS A:** Class A Members shall be all Members with the exception of the Developer. Class A Members shall be entitled to one (1) vote for each Cluster Site Parcel owned by them.

**CLASS B:** The Class B Member shall be the Developer. The Class B Member shall be entitled to two (2) votes for each Cluster Site Parcel owned by it, provided that the Class B membership shall cease and become converted to a Class A membership on December 31, 2002 or when title to seventy-five percent (75%) of the Cluster Sites within the Premises have been conveyed by Developer to the Cluster Site Homeowners, whichever event first occurs. From and after the happening of said event, the Class B Member shall be deemed to be a Class A Member and entitled to one (1) vote for each Cluster Site Parcel owned by it.

### ARTICLE IV

#### PROPERTY RIGHTS AND

#### RIGHTS OF ENJOYMENT

##### SECTION 1. Right of Enjoyment.

Each Member shall be entitled to the use and enjoyment of the Common Areas as provided by Article IV of the Declaration applicable to the Premises.

##### SECTION 2. Delegation of Rights.

Any Member may delegate his rights of enjoyment in the Common Areas to his immediate household and guests or to any of the lessees who reside upon the Premises under a leasehold interest for a term of one (1) year or more. Such Member shall notify the Secretary in writing of the name of any such person and of the relationship of the Member to such person. The rights and privileges of such person are subject to suspension



under Article II, Section 3 hereof, to the same extent as those of the Member, and are further subject to the reasonable rules and regulations of the Association governing the use of the Common Areas.

ARTICLE V

GENERAL POWERS OF

THE ASSOCIATION

SECTION 1. Payments from Assessment Funds.

The Association shall pay out of the funds hereinafter provided for, the following:

(a) Care of Premises and Common Areas. Landscaping, gardening, snow removal, cleaning, maintenance, repair and replacements of the Premises and Common Areas and any of its facilities, and common easement areas for guest parking, driveways and landscaping as provided by the Declaration, and such other common expenses as the Association shall determine are necessary and proper.

(b) Wages and Fees for Services. The services of any person or firm employed by the Association, including without limitation, the services of any contractor person or firm required for the maintenance or operation of the Common Areas and legal and/or accounting services, necessary and proper in the operation of the Premises or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association.

(c) Capital Additions and Improvements. The Association's powers herein enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements, having a total cost in excess of Five Thousand Dollars (\$5,000.00), without the prior approval of the Members of the Association entitled to exercise a majority of the voting power of the Association; provided however that any structural alterations, capital additions to, or capital improvements of the Common Area, Block A shall require the prior approval of the members of the Association entitled to exercise at least seventy-five percent (75%) of the voting power of the Association.

(d) Insurance. A policy or policies of insurance, as required or authorized by the Declaration, or as otherwise required in the opinion of the Board of Trustees, for the operations of the Association, the Board of Trustees, and the Premises.

(e) Worker's Compensation. Worker's Compensation Insurance to the extent necessary to comply with any application laws;

(f) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Premises or any part thereof which may in the opinion of the Association constitute a lien against the Common Areas rather than merely against the interests of particular Owners; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specifically assessed to said Owners;

(g) Additional Expenses. Any other materials, supplies, labor, services, maintenance, repairs, alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these By-Laws or by law or which in the opinion of the Trustees shall be necessary or proper for the maintenance and operation of the Premises or the enforcement of the Declaration or these By-Laws.

## SECTION 2. Rules and Regulations.

The Association, by vote of the Members entitled to exercise a majority of the voting power of the Association, may adopt such reasonable rules and regulations and from time to time amend the same supplementing the rules and regulations set forth in the Declaration and these By-Laws as it may deem advisable for the care, maintenance, operation and beautification of the Premises and for the health, comfort, safety and general welfare of the Owners and occupants of the Premises. Written notice of such rules and regulations shall be given to all Owners and the Premises shall at all times be maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration and of these By-Laws, the provisions of the Declaration and of these By-Laws shall govern.

## SECTION 3. No Active Business to be Conducted for Profit.

Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Owners or any of them.

SECTION 4. Delegation of Duties.

Nothing herein contained shall be construed so as to preclude the Association, through its Board of Trustees and officers, from delegating to persons, firms or corporations of its choice such duties and responsibilities of the Association as the Trustees of the Association shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

SECTION 5. Applicable Laws.

The Association shall be subject to and governed by the provisions of any statutes adopted at any time and applicable to the Premises, provided, however, that all inconsistencies between or among the permissive provisions of any statute or any provisions of the Declaration and these By-Laws, shall be resolved in favor of the Declaration and these By-Laws, and any inconsistencies between any statute applicable to Associations formed to administer the Common Property shall be resolved in favor of the latter statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or By-Laws of the Association, the terms and provisions of the Declaration shall prevail, and the Owners and all persons claiming under them covenant to vote in favor of such amendments in the Articles or By-Laws as will remove such conflicts or inconsistencies.

ARTICLE VI

BOARD OF TRUSTEES

SECTION 1. Number and Qualification.

The affairs of the Association shall be managed by a board of five (5) Trustees, all of whom must be Members of the Association.

SECTION 2. Election of Trustees; Vacancies.

The Trustees shall be elected at each annual meeting of Members of the Association or at a special meeting called for the purpose of electing Trustees. At a meeting of Members of the Association at which Trustees are to be elected, only persons nominated as candidates shall be eligible for election as Trustees, and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board of Trustees, however caused, the remaining Trustees, though less than a majority of the whole authorized number of Trustees, may, by the vote of a majority of their number, fill any such vacancy for the unexpired term.

### SECTION 3. Term of Office; Resignations.

Each Trustee shall hold office until the second annual meeting of the Members of the Association, following his election, and until his successor is elected, or until his earlier resignation, removal from office or death. Any Trustee may resign at any time by oral statement to that effect made at a meeting of the Board of Trustees or in a writing to that effect to take effect immediately or at such other time as the Trustee may specify. Members of the Board of Trustees shall serve without compensation. At the first annual meeting of the Members of the Association, the term of office of three Trustees shall be fixed so that such term will expire on the date of the following annual meeting of Members of the Association. At the expiration of such initial term of office of each respective Trustee, his successor shall be elected to serve for a term of two (2) years.

### SECTION 4. Organization Meeting.

Immediately after each annual meeting of the Association, the newly elected Trustees and those Trustees whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

### SECTION 5. Regular Meetings.

Regular meetings of the Board of Trustees may be held at such time and places as shall be determined by a majority of the Trustees; but at least four (4) such meetings shall be held during each fiscal year.

### SECTION 6. Special Meetings.

Special meetings of the Board of Trustees may be held at any time upon call by the President or any two (2) Trustees. Written notice of the time and place of each such meeting shall be given to each Trustee either by personal delivery or by mail, telegram or telephone at least two (2) days before the meeting, which notice need not specify the purpose of the meeting; provided, however, that attendance of any Trustee at any such 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 of notice of such meeting and such notice may be waived in writing either before or after the holding of such meeting, by any Trustee, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting of the Trustees.

SECTION 7. Quorum; Adjournment.

A quorum of the Board of Trustees shall consist of a majority of the Trustees then in office; provided, that a majority of the Trustees present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board of Trustees at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws.

SECTION 8. Removal of Trustees.

At any regular or special meeting of Members of the Association duly called, at which a quorum shall be present, any one or more of the Trustees may be removed with or without cause by the vote of Members entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, and a successor or successors to such Trustee or Trustees so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Trustee whose removal has been proposed by the Members of the Association shall be given an opportunity to be heard at such meeting.

SECTION 9. Fidelity Bonds.

The Board of Trustees shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate Fidelity Bonds. The premiums on such bonds shall be paid by the Association and shall be a common expense.

SECTION 10. Indemnification of Trustees.

Each Trustee shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party, or which he may become involved, solely by reason of his being or having been a Trustee, or any settlement thereof, whether or not he is a Trustee at the time the expenses are incurred, except in such cases wherein the Trustee is adjudged guilty or wilful misfeasance or malfeasance in the performance of his duties, provided, that in the event of a settlement, the indemnification shall apply only when the Board of Trustees approves such settlement and reimbursement as being for the best interests of the Board of Trustees and the Association.

## ARTICLE VII

### OFFICERS

#### SECTION 1. Election and Designation of Officers.

The Board of Trustees shall elect a President, a Vice-President, a Secretary and a Treasurer. The Board of Trustees may also appoint an Assistant Treasurer, and/or Assistant Secretary. All officers must be Trustees and members of the Association.

#### SECTION 2. Term of Office; Vacancies.

The officers of the Association shall hold office until the next organizational meeting of the Board of Trustees and until their successors are elected, except in the case of resignation, removal from office or death. The Board of Trustees may remove any officer at any time with or without cause by a majority vote of the Trustees then in office. Any vacancy in any office may be filled by the Board of Trustees.

#### SECTION 3. The President.

The President shall preside at all meetings of the Board of Trustees, shall see that orders and resolutions of the Board of Trustees are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments, which shall be countersigned as provided below.

#### SECTION 4. The Vice-President.

The Vice-President shall perform all the duties of the President in his absence.

#### SECTION 5. The Secretary.

The Secretary shall be ex officio the secretary of the Board of Trustees, shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all Members of the Association together with their addresses as registered by such Members. He shall countersign all leases, mortgages, deeds and all other written instruments, along with the President, or in the absence of the President, the Vice-President.

#### SECTION 6. The Treasurer.

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees,

provided, however, that a resolution of the Board of Trustees, shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the President, or in his absence, by the Vice-President.

The Treasurer shall keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

#### SECTION 7. Other Officers.

The Assistant Secretaries and Assistant Treasurers, if any, shall have such authority and perform such duties as may be determined by the Board of Trustees.

#### SECTION 8. Delegation of Authority and Duties.

The Board of Trustees is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

### ARTICLE VIII

#### MEETINGS OF MEMBERS

##### SECTION 1. Annual Meeting.

The regular annual meeting of the Members shall be held on the third Saturday of the month of January in each year at ten o'clock a.m. or at such other time as may be designated in the notice of such meeting.

##### SECTION 2. Special Meetings.

Special meetings of the Members for any purpose may be called at any time by the President, the Vice-President, the Secretary or the Treasurer, or by any two or more Members of the Board of Trustees, or upon written request of the Members who have a right to vote one-fourth of all of the votes of the entire membership or who have a right to vote one-fourth of the votes of the Class A membership.

##### SECTION 3. Notices of Meetings.

Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the Members of the

Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these By-Laws to give such notice. The notice shall be given by personal delivery or by mail to each member of the Association who is an Owner of record of a Cluster Site Parcel located in the Premises as of the day next preceding the day on which notice is given. If mailed, the notice shall be addressed to the Members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purposes of any meeting of Members of the Association may be waived in writing, either before or after the holding of such meeting, by any Members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, shall be deemed to be a waiver by him or notice of such meeting.

#### SECTION 4. Quorum, Adjournment.

Except as may be otherwise provided by law or by the Declaration, at any meeting of the Members of the Association, the Members of the Association entitled to exercise a majority of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting, provided, however, that the Members of the Association entitled to exercise a majority of the voting power represented at a meeting of Members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

#### SECTION 5. Majority Vote.

The vote of a majority at a meeting at which a quorum is present shall be binding upon all Members for all purposes except where in the Declaration, or these By-Laws or by law, a higher percentage vote is required.

#### SECTION 6. Order of Business.

The order of business of meetings of the Members of the Association shall be as follows:

- (1) Calling of meeting to order.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading of minutes of preceding meeting.
- (4) Reports of Officers.



- (5) Reports of Committees.
- (6) Election of Inspectors of election.
- (7) Election of Trustees.
- (8) Unfinished and/or old business.
- (9) New Business.
- (10) Adjournment.

## ARTICLE IX

### PROXIES

#### SECTION 1. Authorized.

At all corporate meetings of Members of the Association, each Member may vote in person or by proxy.

#### SECTION 2. Requirements and Duration.

All proxies shall be in writing and filed with the Secretary prior to commencement of the meeting at which such proxy is to be voted. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the Member of his Cluster Site Parcel.

#### SECTION 3. All Proxies Revocable.

All proxies shall be revocable at any time by actual notice to the Secretary of the Association by the Member making such designation. Notice to the Association in writing or in open meeting of the revocation of the designation of a proxy shall not effect any vote or act previously taken or authorized.

## ARTICLE X

### DETERMINATION AND PAYMENT OF ASSESSMENTS

#### SECTION 1. Obligation to Pay Assessments.

It shall be the duty of the Developer for each Living Unit owned by it and occupied as a dwelling, and of each other Owner to pay his proportionate share of the assessments for the expenses of administration, maintenance and repair of the Common Areas and of the other expenses provided for in the Declaration and By-Laws. Such proportionate share shall be calculated by dividing the total amount of expenses by the total number of Living Units within the Premises and each assessment shall be in the same amount for each such Living Unit. Payment thereof shall be in such amounts and at such times as may be determined

by the Board of Trustees of the Association, as hereinafter provided and in accordance with the provisions of the recorded Declaration.

SECTION 2. Preparation of Estimated Budget. Annual Assessments.

Each year on or before December 1st, the Association shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements and shall be on or before December 15th notify the Owner of each Living Unit in writing as to the amount of such estimate, and reasonable itemization thereof. Said "estimated cash requirements" shall be assessed to said Owners according to the proportionate shares set forth in Section 1 of this Article X. Said annual assessments shall be paid to the Association by the Owners above specified in twelve (12) equal annual installments on or before the first day of each calendar month commencing January 1st of the ensuing year. On or before the date of the annual meeting of each calendar year, the Association shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Until such time as the Association is organized, a monthly assessment not to exceed the amount of \$70.00 per such Living Unit shall be paid by the Owners thereof for maintenance obligations under the Declaration and By-laws and for the account and benefit of the Association. Such assessments shall be in addition to the assessments levied and collected by the High Point Association against each Living Unit Owner.

SECTION 3. Reserve for Contingencies and Replacements.

The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If the "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Association shall prepare an estimate of the additional cash requirements necessary, or necessary for the balance of the year, which additional amount of cash requirement shall be assessed to all of the Owners, and shall be considered as part of the annual assessment. The Association shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become due and payable no later than thirty (30) days after the delivery or mailing of such notice of further assessments.

SECTION 4. Budget for First Year.

When the first Board of Trustees elected hereunder takes office, the Association shall determine the "estimated cash requirement," as hereinabove defined, for the period commencing thirty (30) days after the said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in Section 2 of this Article X.

SECTION 5. Failure to Prepare Annual Budget.

The failure or delay of the Association to prepare or serve the annual or adjusted estimate on an Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the annual charge at the existing rate established for the previous year until such new annual or adjusted estimate shall have been mailed or delivered.

SECTION 6. Books and Records of Association.

The Association shall keep full and correct books of account and the same shall be open for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be required by the Owner. Upon ten (10) days notice to the Board of Trustees and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

SECTION 7. Status of Funds Collected by Association

All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the Owners in the proportion set forth in Section 1 of this Article X.

SECTION 8. Remedies for Failure to Pay Assessments.

If an Owner is in default in the payment of the aforesaid charges or assessments for thirty (30) days, the Board of Trustees may bring suit for and on behalf of themselves and as representatives of all of the Owners, to enforce collection thereof or to foreclose the lien therefor as provided in the Declaration; and, there shall be added to the amount due, the

cost of said suit together with interest at ten percent 10%) per annum and reasonable attorney's fees to be fixed by the Court. To the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the ownership of the Owner involved when payable and may be foreclosed by action brought in the name of the Board of Trustees as in the case of foreclosure of liens against real estate, as provided in the Declaration. Any mortgagee shall be entitled to written notice of such failure to pay such assessment.

## ARTICLE XI

### AMENDMENTS

#### SECTION 1. Procedure.

These By-laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of each class of Members present in person or by proxy, provided that any matter stated herein to be or which is in act governed by the Declaration of Covenants and Restrictions applicable to the Premises may not be amended except as provided in such Declaration.

#### SECTION 2. Conflicts.

In the case of any conflict between the Declaration applicable to The Premises and these By-Laws, the Declaration shall control.

#### SECTION 3. Rights Not Impaired.

No amendment shall be effective to impair or dilute any rights of Members that are governed by the recorded Declaration applicable to the Premises (as, for example, membership and voting rights) which are part of the property interests created thereby.

## ARTICLE XII

### GENERAL PROVISIONS

#### SECTION 1. Copies of Notice to Mortgage Lenders.

Upon written request to the Board of Trustees of any duly recorded mortgage or trust deed against any Cluster Site Parcel, the Board of Trustees shall give such mortgage holder a copy of any and all notices permitted or required by the Declaration or these By-Laws to be given to the Owner or Owners whose Cluster Site Parcel ownership is subject to such mortgage or trust deed.

SECTION 2. Service of Notice on Devisees and Personal Representatives.

Notices required to be given any devisees or personal representatives, of a deceased Owner may be delivered either personally or by mail to such party at his, her or its address appearing on the records of the court wherein the estate of such deceased Owner is being administered.

SECTION 3. Disposition of Assets Upon Dissolution.

Upon dissolution of the Association, the assets, both real and personal of the corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. No such disposition of Association properties shall be effective to divest or diminish any right or title of any Member vested in him under the recorded Declaration applicable to The Premises unless made in accordance with the provisions of the Declaration of such Covenants and Restrictions.

SECTION 4. Non-Waiver of Covenants.

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

SECTION 5. Agreements Binding.

All agreements and determinations lawfully made by the Association in accordance with the procedure established in the Declaration and these By-Laws shall be deemed to be binding on all Owners, their successors, heirs and assigns.

SECTION 6. Action Without a Meeting. Pursuant to Section 1702.25 Ohio Revised Code.

Any action which may be authorized or taken at a meeting of the Members or of the Trustees, as the case may be, may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, all of the Members or all of the Trustees, as the case may be, who would be entitled to notice of a meeting for such purpose, or, in the case of Members, such other proportion