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4/30/98

MASTER DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS

OF

WOODSONG, A PLANNED RESIDENTIAL COMMUNITY

BEING DEVELOPED BY:

Middlefield Parkway Limited Partnership  
12207 Wintergreen Drive  
Chardon, Ohio 44024  
(216) 286-6090

RECEIVED FOR RECORD  
AT 159 O'CLOCK PM

MAY - 4 1998 114 -  
RECORDED  
No. 1157 Page 491  
CATHERINE H. HEIDEN  
Recorder, Geauga County, Ohio

This Instrument Prepared By:

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MASTER DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS OF  
WOODSONG, A PLANNED RESIDENTIAL COMMUNITY

This Declaration made as of the 4<sup>th</sup> day of MAY, 1998 by Middlefield Parkway, an Ohio Limited Partnership (the "Declarant").

PREAMBLE

- A. Declarant is the owner of real property in the Village of Middlefield, Geauga County, Ohio (the "Village"), legally described in Exhibit "A" (the "Property").
- B. Declarant expects to develop the Property, said property consisting of approximately 98 acres comprising a site for single and multi-family dwellings known as "Woodsong".
- C. The following provisions and restrictions, when in final form, will be placed upon all property within the 98 acres shown on the Master Plan and will apply to all single family lots and all multi-family sites and parcels therein unless otherwise specified herein. Implementation will be by inclusion upon the Phase One plat or by a separate Declaration of Restrictions instrument, either of which will be recorded in the office of the Recorder of Geauga County. In addition, the Property is expected to have additional area of land which are intended to remain as the entrances, open areas and buffer zones for use in common of all residents of the Property.
- D. Maintenance and Airspace Easements. Easements for maintenance of the zero lot line building wall(s) of all structures are hereby created upon all property adjacent to any such structure or privacy fence extension thereof. Each such easement shall be five feet (5') in width and shall provide the owner of the adjacent structure and/or privacy fencing and landscaping access at all reasonable times to enter upon said easement premises for the sole and restricted purpose of maintenance and repair of all such buildings, fences, and landscaping. Additionally, the overhang, gutters and down spouts and foundations, framing enclosures and chimneys for fireplaces which protrude from any such zero lot line structure may enter into the airspace and onto the surface of the adjoining subservient estate so long as same does not project more than 24 inches into the aforesaid 5' easement area.
- E. Maintenance of Privacy Fences and Landscaping. All landscaping and privacy fencing mandated by the Declarant or the Architectural Control Committee hereinafter created shall at all times be maintained by the homeowner/unit owner upon whose property same are located. In the event that any such property owner fails to maintain any such landscaping, fencing or structure, the Association may, upon ten (10) days prior written notice, enter upon such premises and adjacent easement premises for the purpose of performing necessary and appropriate repairs and maintenance and may charge the full cost thereof back to any such nonperforming property owner. In any such instance, the Association shall have the right to place a lien against the property involved for the purpose of securing payment of all such charges, provided however, the underlying obligation shall remain a personal obligation and debt of any such property owner or owners.
- F. Declarant desires to provide for the orderly development of the Property, the establishment and maintenance of architectural and design controls and standards, the preservation of open space, the use and maintenance of the Areas of Common Responsibility (hereinafter defined) and the protection of values within the Property so that the residents of the Property may enjoy a fine environment for their families. For such purpose, Declarant has prepared this Master Declaration to define the manner in which the Property and the balance of the Total Property shall be governed and administered if and when said balance or any portion therein is submitted to this Master Declaration.
- G. A central authority or agency will be required to regulate, administer and govern the Property for the fulfillment of the foregoing purposes with the power to levy and collect assessments from owners within the property, to pay the cost and expenses of operating, maintaining, repairing and replacing the Areas of Common Responsibility. Declarant has assigned such functions to the Woodsong Homeowners Association, Inc., a corporation not for profit, which Declarant has caused to be created under the laws of the State of Ohio.

NOW, THEREFORE, Declarant declares the Property and any other portion of the Total Property as may be subsequent amendment be added to and subjected to this Declaration shall be owned, held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, assessments, charges and liens (collectively, "Covenants and Restrictions") provided in this Master Declaration, which Covenants and Restrictions shall run with the land and shall be binding on and inure to the benefit of all persons having any right, title or interest in any part of the Property, and any other portion of the Total Property as may be subsequent amendment be added to and subjected to this Declaration, and their respective heirs, personal representatives, successors and assigns.

**ARTICLE I  
PREAMBLE; PROPERTY SUBJECT TO THIS DECLARATION;  
DECLARANT'S RIGHT TO ADD AND DELETE LAND**

**Section 1.1: Preamble**

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

**Section 1.2: Property**

The Property initially which is and shall be owned, held, transferred, sold, conveyed, used and occupied subject to this Declaration is the real property described in Exhibit "A".

**Section 1.3: Expansion and Contraction of Property**

(a) The Declarant reserves the right from time to time to add all or any portion of the Additional Land to the Property and to subject the same to the provisions of this Declaration. To add any portion of the Additional Land, Declarant shall execute and record a Subsequent Amendment which expressly provides that the land described therein shall become a part of the Property and subject to the Covenants and Restrictions set forth in this Declaration, except as the same may be modified by the Subsequent Amendment.

(b) The Declarant reserves the right from time to time to delete lands from the Property and thereby to free such lands from the provisions of this Declaration. To delete such lands, Declarant shall execute and record a Subsequent Amendment which expressly provides that the land described therein shall no longer be a part of the Property and shall no longer be subject to the Covenants and Restrictions set forth in this Declaration.

**ARTICLE II  
EASEMENTS**

**Section 2.1: Driveway, Roadway and Utility Easements**

There is hereby reserved in favor of Declarant and granted to the Association and each Developer, their successor and assigns, a blanket easement upon, across, over, through and under the Property for ingress, egress, connection, installation, replacement, repair and maintenance of all utilities and service lines and systems including, but not limited to, water, sewer, energy, drainage, gas, telephone, electricity, television, cable and communication lines and system and roadways, driveways, sidewalks and curbs. By virtue of this easement, it shall be expressly permissible for Declarant, the Master Association and each Developer and their successors and assigns, or the providing utility or service company, to connect to existing utilities owned by a condominium association or master association and to connect to existing roadways, driveways, curbs and sidewalks, to install and maintain facilities and equipment on the Property provided that any such disturbed areas are substantially restored to the condition in which they were found if such restoration is financially feasible and physically possible. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or located except as approved by the Design Review Committee.

**Section 2.2: Easement for Ingress and Egress**

There is hereby created a blanket easement upon, across, over and through any sidewalks, roads, and parking areas in favor of Declarant and the Master Association, all Owners and Occupants and the guests, licensees and invitees of such parties for pedestrian and vehicular ingress and egress to and from all of the various portions of the Property. Notwithstanding the foregoing, the Declarant may limit this blanket right

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of ingress and egress with respect to any Parcel submitted by a Subsequent Amendment. Declarant further reserves easement rights over sidewalks, walkways, roads, bike paths and all purpose trails for ingress and egress to and from the Facilities for the benefit of the general public and other non-Members if the Declarant exercises its right to make the Facilities available to non-Members.

Section 2.3: Open Spaces

Declarant, all Owners, Occupants and the guests of such parties shall have the right to enter upon, use and enjoy the Common Areas for their intended purposes in accordance with this Master Declaration and the applicable Rules.

Section 2.4: Conservation Easement

The "Conservation Easement" shall restrict the use of the property described in the plat of *WOODSONG Subdivision*, and designated as "Conservation Easement" as follows:

- (1) The property described as Conservation Easement shall be kept in its natural state, *i.e.* no buildings, billboards or other structures of any kind, either temporary or permanent, shall be placed or erected on the easement property.
- (2) No excavation, removal of topsoil, grading or installation of roads, drives or change in the topography of the land in any manner shall be permitted, except grantor reserves unto itself the right to install, maintain and repair the underground utilities on said easement property.
- (3) No trees, ground cover or other vegetation shall be removed from the easement property, except weeds and other undesirable undergrowth may be harvested, and dead trees and parts thereof may be cut and removed.
- (4) The easement property shall at all times be kept free of garbage, trash and machinery; and no other unsightly material shall be allowed to accumulate or be stored thereon.
- (5) The grantor reserves the right to periodically inspect the easement property for violations, and, if upon sixty (60) days advance written notice, the grantee has not eliminated said violations, the grantor may remove or eliminate, at the expense of the grantee, any violations by grantee of the easement. Grantor may enter upon grantee's lands for the purpose of inspection.

Section 2.5: Easements for Construction, Alteration, etc.

Easements are hereby created upon portions of the Common Areas necessary in connection with the construction, alteration, rebuilding, restoration, maintenance and repair of any Condominium Building, Non-Condominium Residential Building, Dwelling Unit and other structure and improvement within the Property or serving the Property; provided that in the exercise of any rights under this easement, there shall be no unreasonable interference with the use of any Condominium Building or other structure or improvement on the Property, and Person benefitting from the foregoing easement shall indemnify and save harmless the Declarant, the Master Association and each Owner and Occupant from and against any and all losses, damages, liabilities, claims and expense, including reasonable attorneys' fees resulting from any such construction, rebuilding, alternation, restoration, maintenance and repair and shall repair any damage caused in connection with such activities.

Section 2.6: Scope of Easements

As the improvements to be located within the Property for the easement rights granted or reserved hereunder are definable within specific areas, the Declarant or the Master Association (with the Declarant's prior written consent so long as Declarant is a Class B Member) shall have the right to: (a) limit such easements to specific areas and record a document or documents releasing the balance of the lands from the burden of such easement; and/or (b) record a document or documents setting forth the specific areas subjected to such easements. The Declarant or the Master Association may exercise either or both of such rights without the necessity of obtaining the consent of Owners and other Persons for whom benefit the easement rights are

granted or reserved.

Section 2.7: Easements To Run With The Lands.

All easements and rights described herein are easements appurtenant to the Development Property (including the Dwelling Units) and other Common Areas running with said lands, perpetually and in full force and effect, and at all times shall inure to the benefit of and be binding upon the Declarant, its successors and assigns, and any Owner, Tenant, Occupant, purchaser, mortgagee or other person having an interest in the Property, or any part or portion thereof. Reference to the easements and rights described in any part of this Declaration, in any deed of conveyance, lease, mortgage, trust deed, Declaration of Condominium Ownership, declaration for another type of residential association, or other evidence of obligation shall be sufficient to grant such easements and rights to the respective grantees, lessees, mortgagees or trustees of such real estate, or successors and assigns, as easements appurtenant to the lessor therein, their successors and assigns, as easements appurtenant to the remainder of the such properties, easements created by this Declaration for the benefit of any Owner, Tenant, Occupant, purchaser, mortgagee or other Person in respect to any portion of the Total Property as fully and completely as though such easements and rights were recited fully as set forth in their entirety in such document.

Section 2.8: Easement to Maintain Sales Offices, Models, etc.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and sale of Dwelling Units shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Areas such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Dwelling Units, including, but not limited to, administrative/customer services, construction offices/trailers, parking signs, signs, model units, and sales and resales offices, and the Declarant, its guests, licensees and invitees shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Dwelling Units owned by the Declarant and the Facilities which may be owned by the Master Association, as models and sales offices. Declarant further reserves the right for itself and its successors, assigns, contractors, material suppliers and others performing work and furnished materials to construction of Dwelling Units and other improvements upon the Property to conduct business hours that are customary within the Geauga County Area. This Section may not be amended without the express written consent of the Declarant.

Section 2.9 Dedication of Utilities and Roadways

The Board shall have, by a two-thirds(2/3) vote, the power to dedicate all or a part of the utilities or roadways to the village or other local, county, state or federal governmental entity having jurisdiction of the same.

ARTICLE III  
DEVELOPMENT AND OWNERSHIP OF THE  
ENTRANCE AND OTHER COMMON AREAS

Section 3.1 Title to the Entrance and Other Common Areas

The Declarant is the fee simple owner of the Common Areas. Declarant agrees to convey the Common Areas to the Master Association free and clear of all liens and encumbrances whatsoever except the easements, covenants, restrictions and provisions of this Declaration; easements, covenants, restrictions, conditions and other similar matters of record; real estate taxes and assessments which are a lien, but are not due and payable at the time of said conveyance, and zoning and other municipal ordinances, if any. The Declarant may retain legal title to the Common Area until the date when two hundred fifty (250) Dwelling Units have been sold and conveyed by the Declarant or until ten (10) years from the date of the first sale and Conveyance of a Dwelling Unit in Woodsong, whichever occurs first, provided, however, Declarant may convey said Common Areas to the Master Association prior to said date. The Master Association shall hold title to said parcels subject to the provisions of this Master Declaration.

Section 3.2 Use of Common Areas

Any Owner may delegate, in accordance with the Bylaws of the Master Association and subject to

reasonable rules, regulations, and limitations as may be adopted in accordance therewith, his or her right of enjoyment to the Common Areas to the members of his or her family, tenants, and social invitees and shall be deemed to have made a delegation of all such rights to the Occupants of any leased Dwelling Unit.

No person shall use the Common Areas nor construct, install or permit anything to remain in or upon the Common Areas, except as expressly permitted by the Declarant or the Board.

No person shall use the Common Areas except as expressly permitted by the Declarant or the Board.

Section 3.3      Use of Lake(s)/Ponds

Unless otherwise expressly approved by the Board, any lake, pond or other body of water (except swimming pools) within the Property shall not be used for boating, swimming, fishing, wading or other use requiring entry into said water by any person, device, or implement, nor shall any person dump refuse into or otherwise pollute said bodies of water and the area surrounding them.

ARTICLE IV  
THE MASTER ASSOCIATION

Section 4.1      Existence

The Master Association is an Ohio not-for-profit corporation. The Master Association is not a Condominium Association or Unit Owners Association as defined in the Act.

Section 4.2      Membership and Voting Rights

(a)      Membership

(1)      Every Owner shall be deemed to have a membership in the Master Association. No-Owner, whether one or more persons, shall have more than one membership per Dwelling Unit owned.

(2)      In the case of an Owner, such membership shall terminate upon the conveyance, transfer or assignment of record by such Owner of his Ownership Interest, at which time the new Owner shall immediately and automatically become a Member of the Master Association.

(b)      Classes of Membership

The membership of the Master Association is and shall be divided into the following classes:

(1)      Class A Members. Class A Members shall be all Owners of Dwelling Units with the exception of the Class B Members, if any.

(2)      Class B Members. Class B Members shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale and is designated as such in a recorded instrument executed by Declarant.

(c)      Voting Rights

(1)      Class A Members. Each Class A Member shall be entitled to cast one vote for each Dwelling Unit owned by Said Member. When any Dwelling Unit is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same Dwelling Unit, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify the Secretary of the Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of that Unit. There shall be no cumulative voting.

(2)      Class B Members. Notwithstanding anything herein to the contrary, until two hundred

fifty (250) Dwelling Units have been sold and conveyed on the Development Property or until the year 2007, whichever occurs first (or sooner as the Class B Members may decide), the Class B Member shall have a total number of votes equal to not less than the number of votes cumulatively held by all other Members, plus one (1), providing the Class B Member with a majority of the votes of the membership. Upon expiration of the stated period, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Dwelling Unit in which it holds the interest required for membership under (1) above. At such time, the Declarant shall call a meeting, as provided in the Bylaws for special meetings, to advise the membership of termination of Class B status. It is the intent of this Section that the Declarant shall possess exclusive control of the Association until the expiration of the stated period.

Section 4.3 Board and Officers of the Master Association.

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

Section 4.4 Rights of the Association

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

- (a) To borrow money from time to time for the purpose of improving the Common Areas, and to secure said financing with a mortgage or mortgages upon all or any portion of property owned by the Master Association in accordance with its Articles and Bylaws and subject to the provisions of this Declaration.
- (b) to Take such steps as are reasonably necessary to protect the Common Areas against foreclosure.
- (c) To enter or authorize its agents to enter in or upon the Development Property, or any part thereof, when necessary in connection with any maintenance, repair or construction for which the Master Association is responsible or has a right to maintain, repair or construct. Such entry shall be made with as little inconvenience to the Owner and Occupants thereof as practicable and any damage caused thereby shall be repaired by the Master Association.
- (d) To grant or obtain easements and rights-of-way for access and easements for the construction, extension, installation, maintenance or replacement of utility services and facilities or to or from a public utility or governmental authority, and to or from any body or agency which has the power of eminent domain or condemnation.

**ARTICLE V  
RESPONSIBILITIES OF THE MASTER ASSOCIATION**

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

Section 5.1 Maintenance of Areas of Common Responsibility, Including Roadways and Utilities

The Master Association shall maintain the entrance (including any islands) and any other Areas of Common responsibility in a clean, safe, neat and healthy condition.

The Master Association shall further operate, maintain and repair Woodsong Lane until acceptance of dedication thereof is accepted by the Village of Middlefield and shall further operate, maintain and repair the non-dedicated streets, drives, driveways and walkways (including snow plowing of roadways and walkways), the sewers, drainage lines, water mains and other utilities (but not the laterals to the condominium buildings or non-condominium residential buildings that run off the said lines, the same being the responsibility of the Condominium Association or Owners) located within the Development Property, that serve two or more condominium developments, provided, however, that the cost thereof shall be assessed to the Condominium Association containing such roadways on a pro-rata basis by comparing the number of units in each Condominium Development containing such facilities to the total number of units containing such facilities.

Section 5.2      Sub-Associations

The Master Association may, in the discretion of its Board, assume the maintenance responsibilities set out in any Subsequent Amendment or Declaration subsequently recorded which creates any residential association (including, but not limited to, homeowner or condominium associations) for all or any portion of the Property, including but not by way of limitation, the mowing and watering of grass along the Woodson right-of-way. In such event, all costs of such maintenance shall be assessed only against those Members residing in the association to which the services are provided. This assumption of responsibility may take place either by contract or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard of the Property.

Section 5.3      Taxes and Assessments

The Master Association shall pay all taxes and assessments levied against Common Areas and any other property which the Master Association may own, including, without limitation, personal property taxes, general real estate taxes.

Section 5.4      Utilities

(a) The Master Association shall be responsible for all charges for water, gas, sewer, electricity, light, heat or power, telephone and other services used, rented or supplied to or in connection with the Common Areas.

Section 5.5      Insurance

(a) Insurance. The Board, or the Master Association's duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements on the Common Areas and may, but shall not be obligated to, by written agreement with any Parcel Committee as defined in the Bylaws, assume the insurance responsibility for the Property contained within the Parcel against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

The Board shall also obtain a public liability policy covering the Common Areas, the Master Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a Five Hundred Thousand Dollars (\$500,000.00) single person limit as respects bodily injury and property damage, a One Million Dollar (\$1,000,000.00) limit per occurrence, and a Two Hundred Fifty Thousand Dollars (\$250,000.00) minimum property damage limit.

Premiums for all insurance on the Common Areas shall be a Common Expense of the Master Association; premiums for insurance provided to other associations or Parcels shall be charged to those associations or Parcels. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

Cost of insurance coverage obtained by the Association for the Common Areas or for Dwelling Units shall be included in the Assessments.

All such insurance coverage obtained by the Board shall be written in the name of the Master Association as trustee for the respective benefitted parties, as further identified in (ii) below. Such insurance shall be governed by the provisions hereinafter set forth:

(1) All policies shall be written with a company licensed to do business in Ohio and holding a rating of A or better in the Financial Category as established by A. M. Best Company, Inc. if reasonably available, or, if not available, the most nearly equivalent rating.

(2) All policies on the Common Areas shall be for the benefit of the Owners and their mortgagees as their interests may appear; all policies secured at the request of a Parcel Committee shall be for the benefit of the Owners and their Mortgagees of Dwelling Units within the Parcel.



(3) Exclusive authority to adjust losses under policies obtained by the Master Association shall be vested in the Association's Board; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(4) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their mortgagees.

(5) All casualty policies shall have an "inflation guard" endorsement, if reasonably available.

(6) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(A) a waiver of subrogation by the insurer as to any claims against the Board, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(B) a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;

(C) that no policy may be canceled, invalidated or suspended on account of any one or more individual Owners;

(D) that no policy may be canceled, invalidated, or suspended on account of the conduct of any Board member, officer, or employee of the Master Association or its duly authorized manager without prior demand in writing delivered to the Master Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Master Association, its manager, any Owner, or mortgagee;

(E) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(F) that no policy may be canceled or substantially modified without at least ten (10) days' prior written notice to the Master Association.

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on Board Members, officers, employees, and other persons handling or responsible for the Master Association's funds. The amount of fidelity coverage shall be determined in the Board's best business judgment, but may not be less than three (3) months' assessments, plus reserves on hand. Bonds shall continue a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Master Association.

(b) Individual Insurance. Each individual Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the individual Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the individual Owner determines not to rebuild or to reconstruct, the individual Owner shall clear the Dwelling Unit of all debris and return it to substantially the nature state in which it existed prior to the beginning of construction. A Parcel Committee may impose more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Dwelling Unit and the standard for returning the Dwelling Unit to its natural state in the event the Owner decides not to rebuild or reconstruct.

#### Section 5.6 Management

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

(a) Adopt Rules:

(b) Engage employees and agents, including without limitation, attorneys, accountants and consultants, maintenance firms and contractors:

(c) Delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company. Such delegation may be evidenced by a management contract which shall provide for the duties to be performed by the managing agent and for the payment to the managing agent of a reasonable compensation. Upon the expiration of each management agreement, the Master Association may renew said management agreement or enter into a different agreement with the same or a different managing agent, provided that no management agreement or renewal thereof shall be for a period longer than three (3) years, and provided, further, that the Board may designate a different managing agent with whom the Master Association shall enter into an agreement after the end of the then existing management agreement; and

(d) The management agreement may be with an entity owned by or associated with Original Declarant or owned by, associated with, controlled or employed by any shareholder, officer, director, agent or employee of Original Declarant, and may be for a period of time not to exceed three (3) years, in Original Declarant's sole discretion.

Section 5.7 Upgrading

The Master Association shall continuously attempt to upgrade the Areas of Common Responsibility for the good and welfare of all of its Members. In so doing the Master Association is authorized to expend reasonable sums of money for such purpose and intent, subject to the provisions of this Declaration and reasonable monetary considerations.

Section 5.9 Enforcement

The Master Association shall take all actions reasonably necessary under the circumstances to enforce the covenants and restrictions set forth in Article VI hereof.

Section 5.10 Disputes Between Associations.

The Master Association shall have the right to mediate or arbitrate disputes between sub-associations, including Homeowner and Condominium Associations, provided, however, no members of the sub-associations involved in such disputes shall mediate or arbitrate the same on behalf of the Master Association.

Section 5.11 Rules and Regulations.

The Master Association, through its Board, may make and enforce reasonable rules and regulations governing the use of the Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use the Recreational Facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Bylaws of the Master Association. In addition, the Master Association, through the Board, may, by contract or other agreement, enforce county ordinances or permit the City or other governmental authority having jurisdiction to enforce ordinances on the Property for the benefit of the Master Association and its Members.

Section 5.12 General.

The Master Association shall perform and carry out all other duties and acts reasonably necessary to give effect to and implement the intent of the provisions of this Declaration.

Section 5.13 Original Declarant's Rights.

So long as the Original Declarant is exercising all of the voting rights of the Master Association pursuant to Article 5.02(c)(2) of this Declaration, the Original Declarant shall exercise all or any of the powers, rights, duties and functions of the Master Association (except the right to construct additional Recreation Facilities under Article 6.08 hereof), including, without limitation, the right to levy special assessments as authorized herein, the right to enter into a management contract, the right to obtain insurance under Original Declarant's blanket policy (if any), the right to perform each duty and obligation of the Master Association set forth herein, the right to collect assessments and disburse all funds of the Master Association.

and the right to have a lien (and to foreclose said lien) on a Dwelling Unit for unpaid assessments in the manner and to the extent granted to the Master Association as hereinafter provided.

#### ARTICLE VI COVENANTS AND RESTRICTIONS

The intent of this Declaration is to cause the Development Property to be kept and maintained as a high quality residential development. Therefore, the covenants and restrictions hereinafter provided in this Article shall be applicable to the Owners, Land Contract Vendees, Lessees, Tenants and Occupants of the Development Property. The following Covenants and Restrictions shall be broadly construed and interpreted in furtherance of this intent.

##### Section 6.1      Covenant of Good Maintenance.

Each Owner, Condominium Association or other residential association and the Master Association, as the case may be, shall keep and maintain the property owned, leased to or controlled by or in the possession of such person and all improvements, building and structures therein or thereon, in a clean and safe condition and in good order and repair, including but not limited to the seeding, watering and mowing of all lawns; the pruning and cutting of all trees, shrubbery and grass, the painting (or other appropriate external care) of all buildings, structures and other improvements located thereon, and the absence of conditions constituting violations of applicable building, fire and health codes, all in a manner and with such frequency as is consistent with good property management.

##### Section 6.2      Trailers.

No temporary buildings, trailers, creation vehicle, garage, tent, shack, barn, or any similar structure shall be used, temporarily or permanently, as a residence on any part of the Development Property at any time, unless approved by the Design Review Committee.

##### Section 6.3      Fences, Walls, Hedges, Etc.

Fences, walls, trees, hedges, and shrub plantings shall be maintained by the homeowners/Unit Owner in a sightly and attractive manner, and shall not obstruct the right-of-way sight lines for vehicular traffic. Fences or walls of any kind shall not be erected, begun or permitted to remain upon any portion of the Development Property unless approved by the Design Review Committee or unless originally constructed by Declarant or with the written approval of Declarant. In the event that any such property owner fails to maintain any such landscaping, fencing or structure, the Association may, upon 10 days prior written notice, enter upon such premises and adjacent easement premises for the purpose of performing necessary and appropriate repairs and maintenance and may charge the full cost thereof back to any such nonperforming property owner. In any such instance, the Association shall have the right to place a lien against the property involved for the purpose of securing a payment of all such charges, provided, however, the underlying obligation shall remain a personal obligation and debt of any such property owner or owners.

##### Section 6.4      Nuisance.

No noxious or any activity constituting an unreasonable source of discomfort or annoyance shall be carried on upon any portion of the Property (including the Dwelling Units situated thereon), nor shall anything be done thereon that may be or become a nuisance or annoyance to other Owners. The Board shall have absolute power to determine what is "reasonable" and what is "unreasonable" under this Section.

##### Section 6.5      Animals.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any portion of the Property (including the Dwelling Units situated thereon) without the approval of the Board, except that dogs, cats and other normal household pets may be kept, subject to Rules adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or annoyance shall be permanently removed from the Property upon three days' written notice from the Board. The Rules may limit the number of pets which may be kept in any one Dwelling Unit. The Board shall have absolute power to prohibit a pet from being kept on the Property or within a Dwelling Unit if the Board finds a violation of this Section.

Section 6.6 Signs.

No sign or other advertising device of any nature shall be placed upon any portion of the Property except for signs and advertising devices installed by or at the direction of the Design Review Committee, or which the Design Review Committee approves as to color, location, nature, size and similar characteristics.

Section 6.7 Storage of Material and Trash Handling.

No lumber, metals, bulk material, refuse or trash shall be burned, whether in indoor incinerators or otherwise (excluding the burning of firewood in a fireplace), kept, stored or allowed to accumulate on any portion of the Property, except normal residential accumulation pending pick-up and except building materials during the course of construction or reconstruction of any approved building or structure and except firewood may be stored within Units, patio areas or other areas designated by the Board. If trash or other refuse is to be disposed of by being picked up and carried away on a regular basis, containers may be placed in the open on any day that a pick-up is to be made, so as to provide access to persons making such pick-up. At all other times, such containers shall be stored in such manner that they cannot be seen from adjacent and surrounding property. No dumping shall be permitted on any part of the Property. Anything herein to the contrary notwithstanding, the Association or the Board may adopt a Rule or Rules which permit burning, incineration or storage of refuse or trash if the same becomes reasonably necessary for the safety, health or welfare of the Occupants, and is permitted by law.

Section 6.8 Pipe Lines, Utility Lines and Drilling.

No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any portion of the Property above the surface of the ground, except hoses and movable pipes used for temporary irrigation purposes, and except structures and metering devices serving such pipe lines. Furthermore, no electrical, telephone and other cable liens shall be installed or maintained on any portion of the Property above the surface of the ground. No portion of the surface or subsurfaces of the Property shall be used for the purpose of boring, mining, quarrying, exploring or removing oil, gas or other hydrocarbons, minerals, gravel or earth.

Section 6.9 Commercial or Professional Uses.

Except as expressly permitted in this Master Declaration, or by Rules adopted in accordance with this Master Declaration, no industry, business, trade or full-time occupation or profession of any kind, commercial, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Development Property; provided, however, an Occupant may use a portion of his Dwelling Unit for his office or studio, provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Occupant and that such use does not result in the Dwelling Unit becoming principally an office, school or studio as distinct from a Dwelling Unit. The Board may adopt Rules which intensify, relax or amend the prohibitions of this Article.

Section 6.10 Storage of Vehicles and Machinery.

No truck, camper, recreation vehicle, boat, airplane or other vehicle of any kind, licensed or unlicensed, shall be stored on any driveway in or upon the Development Property except in the confines of garages or parking areas approved by the Board. No machinery of any kind shall be placed or operated upon any portion of the Property except such machinery which is customarily required for the maintenance of the Property, related improvements, lawns and landscaping. Such permitted machinery shall be stored out of sight of adjoining Condominium Building or Non-Condominium Residential Building, provided, however, that this provision shall not apply to vehicles and machinery necessary for the construction, reconstruction or repair of any building or other structure. All garage doors shall be kept closed when not attended.

Section 6.11 Firearms; Preservation of Wildlife.

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

Section 6.12 Control of Trucks, Commercial Vehicles and Motorcycles.

No tractor trailers, commercial tractors, commercial vehicles, road machinery or excavating equipment shall be permitted to remain on any portion of the Development Property or on the public right-of-way adjoining

any portion of the Development Property for any period of time whatsoever, except while making deliveries or performing services thereon and except as necessary for the construction, reconstruction or repair of buildings or structures in the Development Property. The Board shall have the right to adopt rules with respect to the use or storage of motorcycles or motor bicycles or similar vehicles within the Development Property.

Section 6.13 Poles, Wires, Antennae, Etc.

Subject to applicable easement rights, no facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground in any portion of the Development Property without the prior approval of the Design Review Committee. No television antennae may be maintained upon any Condominium Building or Non-Condominium Residential Building. This provision shall not apply for temporary facilities for the construction or repair of any building or other structure.

Section 6.14 Exterior Appearance.

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

Section 6.15 Grading.

No person shall change the grade on any portion of the Property without first obtaining the consent of the Design Review Committee.

Section 6.16 Drainage Ditches - Access by the Village.

No person shall interfere with the flow of water through any drainage ditches within the Common Areas of the Property. The Village of Middlefield or other governmental authority having jurisdiction shall have the right to enter upon the Common Areas of the Property to repair and maintain all storm, drainage, courses, ditches, structures and appurtenance, including, without limitation, the lake(s) within the Property, for the purpose of relieving any flooding condition or threatened flooding condition which might be harmful to the property within the Village or other governmental authority having jurisdiction.

Section 6.17 Lights on Exterior of Residence.

Each Owner shall provide one light of the kind designated by the Design Review Committee on the exterior of each attached and detached single family Dwelling Unit within the Development Property which shall automatically go on at dusk and remain on until dawn. Each Owner shall keep and maintain said light in good condition and repair and shall replace any burned out bulbs promptly as required. The Design Review Committee shall further have the right to require owners of other buildings and facilities within the Development Property to construct exterior lighting and if so required, the owners of said buildings shall keep said lighting on during all hours of darkness and in good working condition at all times. The Design Review Committee may adopt rules in connection with said lighting. The type, size, design and shielding of any lighting shall be established in the Design Review Manual or otherwise approved by the Design Review Committee.

Section 6.18 Mailboxes and Paper Tubes.

All mailboxes and newspaper tubes must be of a description mandated by Declarant and each such structure must be located as directed by the Declarant or the Design Review Committee.

Section 6.19 Protection of Trees and Plants.

Except as Declarant may deem necessary or desirable to facilitate the construction of buildings, structures and improvements and except in an emergency to preserve the safety of occupants and property, no tree(s) shall be removed without the express authorization of Declarant or the Design Review Committee which, in its discretion, may adopt and promulgate rules regarding the preservation of trees and other natural resources.

Section 6.20     Single and Multi-Family Residence Site Plan and Elevation Approval.

No single or multi-family residence shall be constructed within Woodsong unless:

(a)     The exterior elevation, site plan and fencing plan for same has been approved by the Declarant or the Design Review Committee.

(b)     All exposed foundations in excess of eight inches (8") in height facing the roadway shall be brick to grade.

(c)     All units shall be landscaped at the earliest time possible following completion of construction, and in no case later than six (6) months thereafter if weather conditions so dictate.

As part of the foregoing, notice is hereby given that on all single family lots and multi-family lots, the location of buildings and fences as established by Declarant shall be mandatory.

Section 6.21     Waiver of Subrogation.

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

Section 6.22     Violation of This Article.

If any Person required to comply with the foregoing Covenants and Restrictions is in violation of any one of same, including design review criteria or standards established by the Design Review Committee, the Declarant (as long as the Declarant is a Class B Member of the Master Association) or the Board and/or the Design Review Committee shall have the right to give written notice to such Person to terminate, remove or extinguish such violation. Such notice shall expressly set forth the facts constituting such violation.

If within fifteen (15) days after written notice of such violation reasonable steps have not been taken toward the removal, alleviation or termination of same or if such remedial action is not prosecuted with due diligence until satisfactory completion of same, the Declarant of the master Association shall have the right, through their respective agents and employees, to enter upon the land where the violation exists and to summarily terminate, remove or extinguish the violation. In addition to the foregoing, the Declarant or the Master Association shall have the right to obtain an injunction from any Court having jurisdiction for the cessation of such violation of this Article. The rights and remedies of the Master association and Declarant contained in this Article shall be nonexclusive and in addition to any other right or remedy available at law or in equity. A Person in violation of this Article VI shall be obligated to the Master Association and/or Declarant for the amount of all costs and expenses, including attorneys' fees, incurred to remedy any such violation. If said amounts are not paid within ten (10) calendar days following said notification, then said amount shall be "delinquent" and together with the Other Charges, shall, upon perfection as provided in Section 8.5, become a continuing lien upon the portion of the Property owned or occupied by such Person(s) and a personal obligation of the Person(s) violating this Article. In addition, the Owner of any portion of the Property shall be liable jointly and severally for any obligations of any Occupant of such Owner's property.

Section 6.23     Restrictions of Other Documents.

Nothing contained in these Restrictions shall preclude the imposition of more stringent restrictions in the Declarations of Condominium Ownership and other condominium documents for the Condominium Developments created on the Development Property, homeowners association documents, and in deeds conveying the Development Property or portions thereof.

Section 6.24     Certificate of Compliance with Restrictions.

Upon the conveyance of a Dwelling Unit or Non-Condominium Residential Building or an interest therein,

the grantor shall have the right to request the Master Association to inspect the Dwelling Unit or Non-Condominium Residential Building, and if the Master Association finds that there has been no violation of this Article, a Board Member, officer or agent of the Master Association shall promptly issue a Certificate of Compliance with Restrictions that may be relied upon by all persons for all purposes.

## ARTICLE VII DESIGN REVIEW COMMITTEE

### Section 7.1      Structure of Committee.

The "Design Review Committee" (sometimes referred to as the "Committee") shall be composed of three (3) natural persons who need not be Members of the Association or Occupants. It is recommended, but not required, that at least one (1) member of the Design Review Committee shall be an architect licensed in the State of Ohio or one (1) person designated by Declarant. The persons who shall serve on the Committee shall be designated from time to time by (a) Declarant for so long as the Declarant is a Class B Member of the Master Association (unless Declarant shall sooner notify the Board in writing that Declarant has waived its rights under this subsection) and (b) the Board of the Master Association thereafter. The affirmative vote of two (2) members of the Design Review Committee shall be required in order to adopt or promulgate any Rule or to issue any permit, authorization or approval pursuant to this Article.

### Section 7.2      Approval of Plans.

No building or structure shall be commenced, erected, placed, moved unto or permitted to remain on the Property nor shall any building or structure be altered, modified or changed in any way which changes the exterior or the appearance thereof, nor shall any new use be commenced or made on the Property or any part thereof, nor shall any grading be commenced or changed or landscaping installed or changed unless an application, plans and specifications for the proposed construction, installation or change, including the description of any proposed new use thereof, shall have been submitted to and approved in writing by the Committee.

### Section 7.3      Grounds for Disapproval.

The Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following: (a) Incompatibility of design or appearance of any proposed structure or building with any existing or contemplated structures or buildings upon the same or other property in the vicinity; (b) Objection to the location of any proposed structures or buildings upon any portion of the Property with reference to any other area in the vicinity; and (c) Objection to the color scheme, finish, proportions, style or architecture, height, bulk or appropriateness of any proposed building or structure.

### Section 7.5      Violation of Article.

(a) If any building or structure shall be altered, erected, placed or maintained upon any portion of the Property, or any new use commenced otherwise than in accordance with plans and specifications approved by the Committee, such shall be deemed to have been undertaken in violation of this Article.

(b) If within fifteen (15) days after written notice of such violation reasonable steps have been taken by the applicant toward the alleviation or termination of the same the Master Association and/or Declarant shall have the right, to enter upon the land and/or Dwelling Unit and to summarily abate and/or remove any building or structure, or to take such steps as may be necessary to extinguish such use, or to cure the violation; and shall have the right to obtain an injunction from any court having jurisdiction. A person in violation of this Article VII shall be obligated to the Master Association and/or Declarant for the amount of all costs and expenses, including attorneys' fees, incurred to remedy any such violation.

### Section 7.6      Cost of Design Review Committee

The Declarant and the Master Association shall establish an annual budget for the cost and expenses of the Committee which may include, among other things, compensation for its members, support staff and the employment of professional consultants. The budget shall be part of the "Common Cost" (as later defined). The Board and/or the Committee shall have the right to charge fees for the processing of applications, plans and specifications whether or not the same are approved or disapproved. The Declarant shall be exempt from any such fees.

Section 7.7 Liability of Members of the Design Review Committee.

No Member of the Design Review Committee shall be liable to the Association, any Member or any Person for his acts or omissions or failure to act.

ARTICLE VIII  
ASSESSMENTS

Section 8.1 Definition of Assessments.

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

- (a) All expenditures required to fulfill the responsibilities of the Master Association;
- (b) All amounts incurred in collecting "Assessments", including all legal and accounting fees;
- (c) Reasonable reserves for uncollectible Assessments, unanticipated expenses, replacements, major repairs and contingencies;
- (d) Capital additions and improvement and/or capital acquisitions not funded by Declarant having a total cost in excess of Twenty-Five Thousand Dollars (\$25,000.00) without in each case the prior approval of a majority of the Class A Members.
- (e) Such other costs, charges and expenses which the Master Association determines to be necessary and appropriate within the meaning and spirit of this Declaration.
- (f) The Assessments referred to in this Declaration are separate and distinct from the Common Assessments referred to in Declarations of Condominium Ownership for the Condominium Developments.
- (g) The Assessments referred to herein shall be at \$50.00/year/unit initially, subject to change by the Master Association.

Section 8.2 Responsibility for Payment of Assessments; Parcel Assessments.

Each Owner shall be responsible for his prorata share of Assessments. Payments of such Owner's share of Assessments shall commence on the date the Owner acquires title to his Dwelling Unit. During the Subsidy Period the Declarant shall contribute funds and/or services toward the assessments (subsidy amount) in an amount of 75% of assessment amount until 50 units and/or lots are sold and conveyed; 50% when 50 to 100 units and/or lots are sold; 25% when 100 to 268 units and/or lots are sold; and pro rata share per lot or unit assessment for each remaining unsold unit and/or lot after 268 units and/or lots are sold and conveyed. As Dwelling Units and/or lots are constructed, sold and conveyed by Declarant during the Subsidy Period, the Subsidy Amount shall correspondingly be decreased. After the expiration of the Subsidy Period, the owner of each Dwelling Unit, including the Declarant with respect to Dwelling Units owned by Declarant, shall pay his pro-rata share of the Assessments.

Section 8.3 No Exemption for Non-Use of Facilities.

No member may exempt himself from liability for Assessments levied against him by waiver of the use of the Common Areas that are owned and/or operated by the Master Association.

Section 8.4 Uniformity and Payment of Assessments.

The Assessments and Other Charges hereunder shall be made in the manner established from time to time by the Board.



Section 8.5      Creation of Lien and Personal Obligation.

Each Owner hereby covenants and agrees by acceptance of the deed to a Dwelling Unit or Non-Condominium Residential Building whether or not it shall be so expressed in any such deed or other conveyance, to pay to the Master Association all Assessments levied against such Owner in accordance with this Declaration on or before the due date for any such Assessment. In the event that the Assessment shall be "delinquent" and the Assessment, together with interest thereon at the rate of ten percent (10%) per annum from the date said payment was due and Costs of Collection, as hereinafter defined in Section 10.3 shall, upon "Perfection" as provided in Section 9.1, become a continuing lien upon the interest of such Person in his Dwelling Unit or Non-Condominium Residential Building and shall bind such Owner, his heirs, Dwelling Unit or Non-Condominium Residential Building and shall bind such Owner, his heirs, devisees, personal representatives, successors and assigns. A co-owner of a Dwelling Unit or Non-Condominium Residential Building shall be personally liable, jointly and severally, with all other co-workers for all Assessments made by the Master Association with respect to said Dwelling Unit or Non-Condominium Residential Building.

Section 8.6      Non-Liability of Foreclosure Sale Purchaser for Past Due Assessments.

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

Section 8.7      Liability for Assessments on Voluntary Conveyance.

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

ARTICLE IX  
LIENS

Section 9.1      Perfection of Lien.

If any Owner shall fail to pay when due an Assessment levied in accordance with this Declaration (such Owner hereinafter referred to as the "Delinquent Owner") and such Assessment is delinquent, the Board may authorize the perfection of a lien on the Ownership Interest of the Delinquent Owner by filing for record with the recorder of the County in which the Dwelling Unit is situated, a Certificate of Lien. The Certificate of Lien shall be in recordable form and shall include the following:

- (a)      The name of the Delinquent Owner.
- (b)      A description of the Ownership Interest of the Delinquent Owner.
- (c)      The entire amount claimed, including the amount of any delinquency, interest thereon and Cost of Collection (defined in Section 10.3).

- (d) A statement referring to the provisions of this Declaration and Lien Authorization.

Section 9.2      Duration of Lien.

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

Section 9.3      Priority.

A Lien perfected under this Article IX shall take priority over any Lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments, liens of bona fide mortgagees which have been heretofore filed for record and liens filed by a Condominium Association or other residential association against the Ownership Interest.

ARTICLE X  
REMEDIES OF THE ASSOCIATION

Section 10.1      Denial of Vote.

If any Owner fails to pay an Assessment when due, such Owner and the Occupants of any and all Dwelling Units of such Owner shall not be entitled to vote on Master Association matters until said Assessment is paid in full.

Section 10.2      Specific Remedies.

The violation of any Rule, or the breach of any restriction, covenant or provision contained in this Declaration or in the Bylaws of the Master Association shall give the Master Association and the Original Declarant the right, in addition to all other rights herein set forth and those provided by law, (a) to enter upon the Dwelling Unit or portion thereof upon which, or as to which, such violation or breach exists and summarily abate and remove, at the expense of the Owner of the Ownership Interest where the violation or breach exists, any structure, thing, or condition that may exist thereon, contrary to the intent and meaning of this Declaration, the Bylaws of the Association, or the Rules, and the Master Association, their respective agent shall not thereby be deemed guilty in any manner of trespass; (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; and/or (c) to commence and prosecute an action to recover any damages which may have been sustained by the Master Association or any of its Members.

Section 10.3      Cost of Collection.

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

(a) Assess against such Owner, liquidated damages, not to exceed fifteen percent (15%) of the amount of the delinquency or One Hundred Dollars (\$100.00), whichever is greater, said amount to be determined by the Board provided, however, in no event shall said sum exceed the highest interest rate chargeable to individuals under applicable law. Said liquidated damages shall be in addition to the expenses of collection actually incurred by the Master Association, such as attorneys' fees, court costs, etc. The actual expenses of collection and the "liquidated damages" shall hereinafter be referred to as "Cost of Collection."

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

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

Section 10.4    Binding Effect.

The remedies provided in this Article X against a Delinquent Owner may also be pursued against the heirs, executors, administrators, successors and assigns and grantees of such Owner, except as provided in Section 8.6 of this Declaration.

**ARTICLE XI  
NO PARTITION**

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

**ARTICLE XII  
CONDEMNATION**

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

If the taking involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five percent (75%) of the Class A Members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefore, in accordance with plans prepared by the Design Review Committee and approved by the Board. If such improvements are to be repaired or restored, the above provisions in Section 5.5 hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

**ARTICLE XIII  
MORTGAGEES' RIGHTS**

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Dwelling Units. To the extent applicable, necessary, or proper, the provisions of this Article apply to both this Declaration and to the Bylaws. Where indicated, these provisions apply only to "eligible holders", as hereinafter defined; provided, however, voting percentages set forth herein are subject to and controlled by higher percentage requirements, if any, set forth elsewhere in this Master Declaration for specific actions.

Section 13.1    Notices of Action.

An institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the unit number), (therefore becoming an "eligible holder"), will be entitled to timely written notice of:

- (a) any proposed termination of the Master Association;
- (b) any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Dwelling Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder;
- (c) any delinquency in the payment of assessments or charges owed by an Owner of a Dwelling Unit subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days; or

(d) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Master Association.

Section 13.2 Amendments to Documents.

The following provisions do not apply to amendments to the constituent documents or termination of the Master Association made as a result of destruction, damage, or condemnation.

(a) The consent of at least sixty-seven percent (67%) of the Class A Members and the Declarant so long as it owns any land subject to this Master Declaration and the approval of the eligible holders of first mortgages on units to which at least sixty-seven percent (67%) of the votes of units subject to a mortgage appertain, shall be required to terminate the Master Association.

(b) The consent of at least sixty-seven percent (67%) of the Class A Members and of the Declarant so long as it owns any land subject to this Declaration and the approval of eligible holders of first mortgages on Dwelling Units to which at least fifty-one percent (51%) of the votes of Dwelling Units subject to a mortgage appertain, shall be required materially to amend any provisions of the Declaration, Bylaws, or Articles of Incorporation of the Master Association, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following:

- (1) voting;
- (2) assessments, assessment liens, or subordination of such liens;
- (3) reserves for maintenance, repair and replacement of the Common Area;
- (4) insurance for fidelity bonds;
- (5) rights to use of the Common Areas;
- (6) responsibility for maintenance and repair of the Property;
- (7) expansion or contraction of the Property or the addition, annexation, or withdrawal of Property to or from the Master Association;
- (8) boundaries of any Dwelling Unit;
- (9) leasing of Dwelling Units;
- (10) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Dwelling Unit;
- (11) any provisions included in the Declaration, Bylaws, or Articles of Incorporation which are for the express benefit of holders, guarantors, or insurers of first mortgages on Dwelling Units.

Section 13.3 Special Federal Home Loan Mortgage Corporation Provisions.

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

(a) Unless two-thirds (2/3) of the first mortgagees or Owners give their consent, the Master Association shall not: (i) by act or omission seek to abandon, become a partition, subdivide, encumber, sell or transfer any portion of the Property owned by the Master Association (the granting of easements for public utilities or for public purposes consistent with the intended use of the property consistent with the intended use of the property shall not be deemed a transfer); (ii) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner; (iii) by act or omission change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance or maintenance of a Dwelling Unit, and of the Common Areas; (iv) fail to maintain fire and extended coverage insurance as required by the Declaration; or (v) use hazard insurance proceeds for any Common Area losses for other than repair, replacement or reconstruction of such properties.

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

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

#### ARTICLE XIV GENERAL PROVISIONS

##### Section 14.1 Covenants Run with the Development Property.

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

Each grantee accepting a deed or Tenant accepting a lease (whether oral or written) which conveys any interest in any portion of the Total Property that is submitted to all or any portion of this Master Declaration, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by the provisions of this Declaration and to incorporate said Declaration by reference in any deed, lease or other agreement of all or any portion of his interest in any real property subject hereto.

##### Section 14.2 Duration.

Unless sooner terminated or amended as hereinafter provided, the covenants and restrictions of this Declaration shall continue for a term of fifty (50) years from the date this Declaration is recorded, after which time, said covenants and restrictions shall automatically be extended for successive period of ten (10) years each unless repealed as provided in this Declaration.

##### Section 14.3 Notices.

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

Notices to the Declarant shall be deemed given only when received and must be either hand delivered or mailed by certified or registered mail, postage prepaid, to Declarant c/o Middlefield Parkway, 12207 S. Wintergreen Drive, Chardon, Ohio 44024 with a copy to Joseph T. Svete, Esq., Svete, McGee & Carrabine Co., L.P.A., 100 Parker Court, Chardon, Ohio 44024.

##### Section 14.4 Enforcement - Waiver.

Enforcement of the Easements, Covenants and Restrictions may be by any proceedings at law or in equity against any Person or Persons violating or attempting to violate any Easement, Covenant or Restriction, either to restrain violation or to recover damages and against the Person or Ownership Interest, or to enforce any lien perfected pursuant to this Declaration. The failure by the Master Association or any one permitted by this Declaration to enforce any Easement, Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

##### Section 14.5 Construction of the Provisions of this Declaration.

The Declarant, the Master Association or the Design Review Committee, where specifically authorized herein to act, shall have the right to construe and interpret the provisions of this Declaration and in the

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

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

Section 14.6 Reservations by Original Declarant - Exempt Property:

(a) Original Declarant reserves the right and easement for itself and owners of nearby lands to whom Original Declarant, in Original Declarant's sole discretion, shall grant the same right and easement, to tie into, use, repair, maintain and replace without charge any and all common lines, pipes, utilities, conduits, ducts, wires, cables, private roads and rights-of-way in, on or over the Property (as same may be expanded) or any part thereof that will not materially interfere with the use or operation of a building or structure or other improvement thereon, in connection with the development and/or operation of real property. Any damage to buildings, improvements and real estate (including landscaping, if any) caused thereby shall be promptly repaired and restored to its prior condition.

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

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

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

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

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

Section 14.7 Assignability by Original Declarant.

The Original Declarant, and its successors, shall have the right from time to time to assign all or any part of its rights as a Declarant under this Declaration (but not the rights expressly conferred upon the Original Declarant), provided that a deed or other writing as shall be selected by Original Declarant, in

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

Section 14.8 Severability.

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

Section 14.9 Arbitration.

Unless otherwise provided in this Declaration, any controversy, dispute or claim arising out of or relating to this Declaration or the breach thereof shall be settled by arbitration in Geauga County, Ohio in accordance with the Commercial Rule of the American Arbitration Association and the judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction hereof.

Section 14.10 Validity of Mortgages.

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

Section 14.11 Amendment of Declaration.

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

(a) For a period of twenty (20) years from the date this Declaration is filed for record, or so long as the Declarant or a successor designated by the Declarant is the Owner of a fee simple interest in the total Property, whichever occurs later, the Original Declarant shall be entitled from time to time to amend or modify any of the provisions of this Declaration or to waive any of the provisions, either generally or with respect to particular real property, if in its judgment, the development or lack of development of the Development Property requires such modification or waiver or if in its judgment the purposes of the general plan of development of the Dwelling Units will be better served by such modification or waiver, provided no such amendment, modification or waiver shall materially or adversely affect the value of existing Dwelling Units or shall prevent a Dwelling Unit from being used by the Owner in the same manner that said Dwelling Unit was used prior to the adoption of said amendment, modification or waiver. To modify such Declaration in accordance with this paragraph, Original Declarant shall file a Supplemental Declaration setting forth the Amendment, which Supplemental Declaration need not be but shall at Original Declarant's request, be executed by the Master Association and all Owners of real property; within the Development Property. Each such Owner hereby appoints Original Declarant his attorney-in-fact, coupled with an interest, by accepting a deed to his Dwelling Unit or other real property, to secure on his behalf any such amendments. Each amendment shall be effective when signed by the Original Declarant and filed for record with the recorder(s) of the county(ies) in which the Property or portion thereof is situated.

(b) This Declaration may also be amended by Original Declarant at any time and from time to time for the purpose of: (1) Complying with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (2) including any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Condominium Ownership Interest, (3) bringing this Declaration into compliance with the Act, (f) correcting clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment hereto, or (5) complying with the underwriting requirements of insurance companies providing casualty insurance, liability insurance or other insurance coverages for the Master Association. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant and/or to the Board to vote in favor of, make, or consent to a Special Amendment on behalf

of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting any portion of the Property and the acceptance thereof shall be deemed to be grant and acknowledgment of, and a consent to the reservation of the power to the Original Declarant and shall be effective upon the filing of said Supplement with the recorder(s) of the county(ies) in which the Property or portion thereof is situated.

(c) Original Declarant shall have the right to amend this Declaration, and after expiration of the period set forth in (a) of this Article, any provision of this Declaration may be amended or repealed following a meeting of the Members held for such purpose, by the affirmative vote of Members entitled to exercise a majority of the voting power of the Master association unless a greater percentage of vote is required pursuant to this Declaration or in accordance with the statute so the State of Ohio; provided, however, that any amendment which would terminate or materially affect the easements set forth in Article II of this Declaration shall not be amended (except as expressly provided to the contrary in this Declaration) unless all persons whose rights are terminated or materially affected shall affirmatively consent to such amendment and, provided further, that any amendment affecting the rights of Declarant in this Declaration shall not be effective without the prior written consent of Declarant. Written notice shall be given to each Member at least thirty (30) days in advance of the date of the meeting held for the purpose of amending this Declaration, which notice shall expressly state the modification to be considered at such meeting. Each Amendment shall be effective when signed by the President and one other officer of the Master Association, signed by the Declarant if the amendment affects the rights of the Declarant and filed for record with the recorder(s) of county(ies) in which the Property or portion thereof is situated.

Section 14.12 Interest Rates.

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

Section 14.13 Headings.

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

Section 14.14 Rule Against Perpetuities.

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

IN WITNESS WHEREOF, Middlefield Parkway has signed this document this 4<sup>th</sup> day of MAY, 1998.

SIGNED IN THE PRESENCE OF:

MIDDLEFIELD PARKWAY, LIMITED  
PARTNERSHIP, an Ohio Limited Partnership

By: Country Heritage Homes, Inc.,  
General Partner

Robyn Moyers  
Robyn Moyers

Joseph T. Svete  
Joseph T. Svete, its President

Janis K. Keck  
Janis K. Keck



STATE OF OHIO                    )  
  )        ss.  
COUNTY OF GEAUGA            )

Before me, a Notary Public in and for said county and state, personally appeared JOSEPH T. SVETE who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed.

In testimony whereof, I have affixed my hand and official seal at Chardon, Ohio.

  
\_\_\_\_\_  
NOTARY PUBLIC

JANIS K. KECK  
Notary Public, STATE of OHIO  
My Commission Expires Oct. 4, 2002  
(Recorded in Lake County)



**Legal Description  
97.8644 Acres PUD Parcel**

Situated in the Village of Middlefield, County of Geauga and State of Ohio and known as being part of Original Lot Nos. 30 & 31 within said Village and bounded and described as follows;

Beginning at a point on the centerline of Kinsman Road (AKA S.R. 87) (60 feet wide), said point being the northwesterly corner of Crestwood Drive Subdivision as recorded in Plat Volume 6, Page 77 of Geauga County Records and Deeds;

- Course I Thence **South 03°16' 41" West**, along the westerly line of said Crestwood Drive Subdivision, **1652.02 feet** to a point in the north line of a parcel of land conveyed to B.J. & J.L. Gresch as recorded in Volume 924, Page 9 (#2) of Geauga County Deed Records;
- Course II Thence **North 86°43' 19" West**, along a northerly line of said Gresch, **91.30 feet** to a point;
- Course III Thence **South 03°16' 41" West**, **186.72 feet** to a point at said Gresch's southwest corner;
- Course IV Thence **South 86°23' 28" East**, along said Gresch's southerly line **94.19 feet** to a point;
- Course V Thence **South 03°55' 51" West**, along the westerly line of the following parcels of land conveyed to T. R. Moss as recorded in Volume 845, Page 537, J.J. & A.E. Miller as recorded in Volume 603, Page 112, and also along the westerly line of Subdivision Lot Nos. 20 & 21 as recorded in Plat Volume 12, Page 147, **2668.15 feet** to a point in the south line of Original Lot No. 31;
- Course VI Thence **North 85°57' 59" West**, along said lot line, **934.65 feet** to a point;
- Course VII Thence **North 04°30' 46" East**, **979.22 feet** to a point at the northeast corner of a parcel of land conveyed to D.A. and A.M. Miller by deed recorded in Volume 485, Page 302 of Geauga County Records;
- Course VIII Thence **North 78°37' 21" West**, **672.00 feet** along said Miller's north line and the north line of a parcel of land conveyed to M.G. Miller by deed recorded in Volume 531, Page 277 of Geauga County Deed Records, to a point at the northwest corner of said M.G. Miller;

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Legal Description  
97.8644 Acres PUD Parcel

- Course IX Thence **North 04° 19' 50" East**, along the east line of a parcel of land conveyed to M.G. Miller by deed recorded in Volume 524, Page 883 of Geauga County Records, **1591.37 feet** to a point in the south line of a parcel of land conveyed to P. & J. Boorn by deed recorded in Volume 286, Page 193 of Geauga County Records;
- Course X Thence **South 86° 23' 28" East**, along said Boorn's south line, **700.39 feet** to a point at the southeast corner thereof;
- Course XI Thence **North 03° 55' 40" East**, along said Boorn's east line, **743.34 feet** to a point;
- Course XII Thence **South 86° 52' 04" East**, **790.85 feet** to a point on a curve at the westerly right-of-way of Woodsong Drive as recorded in Volume 26, Page 49 of Geauga County Record of Maps;
- Course XIII Thence continuing along said Woodsong Drive along an arc of a curve deflecting to the left, an arc distance of 115.38 feet to a point of tangency, said curve having a radius of 900.00 feet and a chord which bears **North 06° 57' 02" East**, **115.30 feet**;
- Course XIV Thence **North 03° 16' 41" East**, **923.53 feet** to a point of curvature;
- Course XV Thence **North 38° 52' 10" West**, along said curve, deflecting to the left, having a radius of 30.00 feet, a delta of **84° 17' 41"**, an arc distance of 44.14 feet, a chord distance of 40.26 feet to a point;
- Course XVI Thence **North 03° 16' 41" East**, **30.15 feet** to a point on the centerline of the aforesaid Kinsman Road;
- Course XVII Thence **South 81° 01' 00" East**, along said centerline, **97.50 feet** to the Place of Beginning and containing 97.8644 Acres of land as calculated and described by Joseph Gutoskey, P.S. 7567, in May, 1998, based on a perimeter boundary survey prepared by Delmar B. Kosie, P.S. 5276, be the same, more or less, but subject to all legal highways. Bearings are to an assumed meridian and are intended to indicate angles only.