

LAKE COUNTY OHIO
RECORDED ON

10-17-2005 11:25 AM

FRANK A SUPONCIC
LAKE COUNTY RECORDER

**DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
18 CENTURY VILLAGE**

REC. FEE: 204.00
PAGES: 24

THIS DECLARATION (The "Declaration") is made on the date hereinafter set forth by 18th Century Village LLC., an Ohio Limited Liability Company, hereinafter referred to as "Declarant."

WITNESSETH: That,

WHEREAS, Declarant is the owner of that certain real property in Concord Township, Lake County, Ohio, which is more particularly described on the Final Plat attached hereto and made a part hereof (the "Property"); and

WHEREAS, Declarant intends to develop a residential conservation district community known as 18th Century Village approximately as shown on the Final Plat attached hereto and made a part hereof;

NOW, THEREFORE, Declarant hereby declares that all of the real estate described on the Final Plat shall be held, sold, and conveyed, subject to this Declaration and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real estate and be binding on and inure to the benefit of all parties having any right, title, or interest in such real estate or any part thereof, and their heirs, personal representatives, successors, and assigns.

**ARTICLE I
DEFINITIONS**

Section 1. "Articles" shall mean and refer to the formal documents filed with the Ohio Secretary of State to form Declarant of record, including any and all amendments or modifications thereto.

Section 2. "Association" shall mean and refer to 18th Century Village Homeowners Association, its successors and assigns.

Section 3. "Board of Trustees" shall mean and refer to the Association's Board of Trustees.

Section 4. "Builder" shall mean 18th Century Village, LLC. or builder of record for each subplot, as evidenced by a building permit issued by Lake County, Ohio.

Section 5. "Bylaws" shall mean and refer to the Bylaws of the Association, including any and all amendments or modifications to those Bylaws.

Section 6. "Common Preservation Area" shall mean areas now or hereafter

FIRST AMERICAN TITLE

No. 1076834

designated as common areas within the real estate described on the Final Plat hereto owned by the association (in fee simple or in other interests) for the common use and enjoyment of the Owners, Subject to the terms hereof.

Section 7. "Declarant", for the purpose of this Declaration and the powers, rights, and authorities granted to the Declarant herein, shall mean and refer to not only 18th Century Village, LLC, but also to any successor, alternate, or additional Declarant appointed by 18th Century Village, LLC., as a successor, alternate, or additional Declarant, by an instrument in writing, specifically setting forth that such successor, alternate, or additional Declarant is to have together with or in lieu of 18th Century Village, LLC, the Declarant's rights, duties, obligations, and responsibilities, in whole or in part, for all or any portion of the Property (defined below)

The term "Declarant" shall not include any person or party who purchases a Lot or Block from Declarant, unless such purchaser is specifically assigned, by a separate recorded instrument, some or all of the Declarant's rights, duties, obligations, or responsibilities under this Declaration with regard to the property conveyed.

Section 8. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Property with the exception of any Common Preservation Area. The Lots may be vacant land or contain residential structures.

Section 9. "Owner(s)" shall mean and refer to the record Owner, as reflected in the official records of Lake County, Ohio, whether one or more persons or entities, of a fee simple title to any Lot or Block which is a part of the Property, including, without limitation, Builder and contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include Builder.

Section 10. "Private Preservation Area" shall mean areas now or hereinafter designated as preservation areas within the real estate described on the Final Plat as shown by cross markings on the rear of each lot shown on the Final Plat which is labeled as "private preservation easement" owned by individual Owners. The use of which areas shall be restricted by the terms and conditions contained in this Declaration.

Section 11. "Property" shall mean and refer to all of the real estate described on the Final Plat.

Section 12. "Stormwater management system" means a system which is designated and constructed to control discharge which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system as permitted.

ARTICLE II
PURPOSE

Section 1. Operation, Maintenance, and Repair of Common Preservation Area and Other Areas. The Declarant, in order to insure that the Common Preservation Area and any other land for which it or the Association is responsible will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain, repair and conserve the Common Preservation Area, (including, but not limited to, natural features and retention areas, and any improvements thereon), to maintain any decorative entranceway, if any, to the Property and other features within the Property which are designated by the Board of Trustees, and to take such other action as the Association is authorized to take with regard to the Property pursuant to its Articles of Incorporation, Bylaws or this Declaration and with regard to any other areas as designated by the Board of Trustees. The Association, as directed by the Board of Trustees, may maintain other areas which are not Common Area if it is determined by the Board of Trustees to be in the best interests of the residents of the residents of 18th Century Village. The Association shall operate, maintain, repair and conserve areas designated by Declarant as Common Preservation Areas, whether or not title to those areas has been formally conveyed to the Association.

Section 2. Residential Conservation District Compliance. The Association, at all times, shall require that the Common Preservation Area be maintained in accordance with the requirements of Concord Townships Residential Conservation District Zoning classification.

ARTICLE III
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement for use and enjoyment of and to the Common Preservation Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- A. The right of the Association from time to time in accordance with its Bylaws to establish, modify, amend, and rescind reasonable rules and regulations regarding use of the Common Preservation Area;
- B. Compliance with the requirements of Concord Township's Residential Conservation District zoning classification;
- C. The right of the Association to suspend the voting rights of, and right to use the Common Preservation Area by, an Owner for any period during which any assessment levied under this Declaration against the Owner's Lot remains unpaid and

suspend such rights (for a period not to exceed sixty (60) days) for any infraction of its published rules and regulations;

D. The right of the Association to dedicate , grant an easement to, or transfer all or any part of the Common Area to any public agency, authority, or non-profit conservation organization or entity;

E. The right of the Association to grant utility easements as to the Common Preservation Area;

Section 2. Declaration of Use. Any Owner may delegate, in accordance with the Bylaws, such Owner's right of enjoyment of the Common Area and facilities to such Owner's tenant who resides at or in the Owner's Lot.

Section 3. Prohibition of Certain Activities. In addition to any other prohibitions or covenants stated in this Declaration, no damage to, or waste of, the Common Preservation Area or any part thereof shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive, or offensive activity shall be permitted on or in the Common Preservation Area or any part thereof, nor shall anything be done thereon or therein which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, place, or erect any improvement or structure of any kind on, or remove any tree or plants from, any Common Preservation Area. Diseased or damaged trees and plants can be removed from the Common Preservation Area only if such removal has been deemed necessary for health and safety reasons by the Board of Trustees and written notice of such removal has been given to the Concord Township Trustees at least seven (7) days before such removal.

Section 4. Signs Prohibited. No sign of any kind shall be displayed in or on the Common Preservation Area, without the prior written consent of the Association. This section, however, shall not apply to the Declarant or to the Association or to those actively constructing residences within the Property for sale to others or any entry sign for the development of the Property.

Section 5. Animals. Animals shall be permitted on or in the Common Preservation Area at any time only as may be provided in the rules and regulations of the Association or by applicable law.

Section 6. Rules and Regulations. **No Owner or other permitted user shall violate the reasonable rules and regulations promulgated for the use of the Common Preservation Area, as the same are from time to time adopted or amended or both by the Association. Any tree removed from the Common Preservation Area by an Association member without express written authorization of the Association shall result in a \$1,000 fine per tree against the Association member. The fine will be paid to the Association**

within 30 days from receipt of written notice of the Board of Trustees and increase at 2% per month until the fine is paid or until the Board of Trustees is satisfied suitable compensation has been made to the Association.

Section 7. Title to Common Preservation Area. On or before the time Declarant no longer exercises voting control over the Association as provided in Article IV of this Declaration Declarant shall convey, and the Association shall accept, title to any Common Preservation Area subject to such easements, reservations, conditions, and restrictions as may then be of record. Declarant may convey, and the Association shall accept, title at any time prior to the time referred to in this Section 7, at Declarant's option.

Section 8. Zoning Resolution Compliance. Neither Declarant, nor the Association shall revoke, modify or amend this Declaration in a manner that reduces the size of the Common Preservation Area or in any way would result in a violation of the Concord Township Zoning Resolution.

ARTICLE IV **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership. Every Owner of a Lot or Block which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Articles, Bylaws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership, as specified above, shall be the sole qualification for membership. When any Lot or Block is owned of record by two or more persons or other legal entities, all such persons or entities shall be members, but multiple ownership shall not result in additional voting rights. An Owner of more than one Lot or Block shall be entitled to one membership for each Lot or Block owned. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot or Block which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot or Block. The Declarant shall also be a member so long as it owns one or more Lots or Blocks.

Section 2. Classes. The Association shall have two (2) classes of voting membership: Class A and Class B. All votes shall be cast in the manner provided in the Bylaws. When more than one person or entity holds an interest in any Lot or Block, the vote for such Lot or Block shall be exercised as such persons or entities determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to any such Lot or Block, nor shall any split vote be permitted with respect to such Lot or Block. The two classes of voting memberships and voting rights related thereto, are as follows:

A. Class A. Class A members shall be all Owners of Lots or Blocks subject to assessment provided, however, so long as there is Class B membership, the Declarant shall not be a Class A member.

1. Lots. Owners of Class A Lots shall be entitled to one (1) vote for each Lot owned.
2. Common Preservation Area. Neither the Association nor its members shall be entitled to any vote relating to the Association's ownership of any Common Preservation Area.

B. Class B. The Class B member shall be the Declarant. Class B Lots shall be all Lots owned by the Declarant which have not been converted to Class A as provided below. The voting rights appurtenant to the Class B Lots or acreage shall be equal to the total number of Class A votes at the time plus twenty (20) votes.

C. Termination of Class B. From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever first occurs:

1. If Declarant waives Class B membership, in writing;
2. Declarant no longer owns any Lots; or
3. On December 31, 2025.

ARTICLE V **RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

Section 1. Responsibilities. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, and shall keep the same in good, clean, and proper condition, order, and repair. The Association shall be responsible for the payment of all costs, charges, and expenses incurred in connection with the operation, administration, and management of the Common Preservation Area, and performance of its other obligations hereunder. The Association shall operate and maintain areas designated by Declarant as Common Preservation Areas, whether or not title to those areas has been formally conveyed to the Association.

Section 2. Manager. The Association may obtain, employ, and pay for the services of an entity or person, hereinafter called the "Manager," to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are engaged, furnished, or employed directly by the Association or the Manager. The Association may enter into a Management Agreement for management services with any management entity as the Board of Trustees deems appropriate or necessary.

Section 3. Personal Property for Common Use. The Association may acquire and

hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Association's Articles or Bylaws.

Section 4. Insurance. The Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary. The Association additionally may cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles or Bylaws, or by law and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privilege granted herein or therein.

ARTICLE VI **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot or Block owned by it within the Property, hereby covenants, and each Owner of any Lot or Block, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (a) annual assessments or charges and (b) special assessments for capital improvements and unexpected operating costs, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be effective from, and relate back to, the date of recording this Declaration and which shall be a charge on the land and shall be secured by a continuing lien upon the property against which each such assessment is made. This continuing lien shall also secure interest on unpaid Assessments, fines for violation of this Declaration or the Bylaws or the Rules and Regulations of the Association, and the costs of collecting unpaid Assessments and fines, and court costs for actions enforcing this Declaration and obtaining injunctions, all including reasonable attorney's fees. Notice of the lien will be given by recording a Claim of Lien in the public records of Lake County, Ohio, stating the Lot or Block description, the name of the record Owner, the amount due, and the due date. A Claim of Lien may be filed against a Lot or Block for unpaid assessments after conveyance of the Lot by the Declarant. Each such assessment or charge, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such person's successors in title, unless expressly assumed by such successor.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Property, and for the improvement and maintenance of the Common Preservation Area and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles,

and the Bylaws.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only (or spread over such number of years as the Board of Trustees may deem appropriate) for the purpose of defraying, in whole or in part, the cost of any repair, to the Common Preservation Area, and for other purposes as designated by the Association, provided that any such special assessment shall have the assent of sixty percent (60%) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast fifty-five percent (55%) of all the votes of each class of membership shall constitute a quorum.

Section 5. Initial Contribution. Upon acquisition of title to a Lot, (whether and initial sale or resale), as evidenced by the recording of a deed with the Lake County Recorder, each Owner (other than Declarant) shall promptly contribute **three hundred dollars (\$300.00)** to the Association as an initial contribution. This initial contribution shall be nonrefundable. The Declarant will hold these funds or disburse them under the guidelines of this Declaration in the name of the Association until the conditions of Article IV, Section 2-C Termination of Class B membership are met.

Section 6. Annual Assessment. Subject to the provisions contained in this Section 6, the annual assessment shall be fixed by the Board of Trustees and shall be the same for each Class A Lot. The annual assessment will be billed and paid in as directed by the Board of Trustees. There shall be no assessments on Class B. Lots.

Section 7. Declarant's Assessments. Notwithstanding any provision of this Declaration or the Association's Articles or Bylaws to the contrary, neither the Declarant shall be obligated for, nor subject to, any annual assessment for any Lot.

Declarant or Builder may, at any time, either waive or terminate its right to Class B membership under Article IV, Section 2 above, by giving written notice to the Association thereby terminating effective as of the date specified in such notice (the "Termination Notice"), but in no event a date less than thirty (30) days after the date of such notice.

Neither Declarant, nor Builder shall be responsible for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures, or special assessments.

Section 8. Exemption from Assessments. The assessments, charges, and liens provided for or created by this Article VI shall not apply to: (i) Declarant; (ii) the Common

Preservation Area or any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, or any property used for commercial purposes.

Section 9. Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, at trial and on appeal, shall be secured by a continuing lien on such Lot in favor of the Association as hereinabove provided.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. **Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of eighteen percent (18%) per annum or the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclosure the lien against the Lot or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of such Owner's Lot.**

Section 11. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Ohio or as may be otherwise provided by Ohio law. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees, at trial on appeal. All such costs and expenses shall be secured by the Lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date of the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with the same as the owner thereof.

Section 12. Subordination of the Lien to Mortgages. The liens for the assessments provided herein shall be subordinate to the lien of any first mortgage which is recorded prior to any Claim of Lien. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the Owner of such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII **GENERAL PROVISIONS**

Section 1. Deed Restrictions. In addition to this Declaration, the Declarant may record for parts of the Property specific deed restrictions, declarations of covenants, conditions, and restrictions, community association documents, applicable thereto either by master

instrument or individually recorded instruments. Such documents may vary as to different parts of the Property in accordance with the location, topography, and intended use of the land made subject hereto. To the extent that part of the property are made subject to such specific documents, such real estate shall be subject to such specific documents and this Declaration. The Association shall have the power to enforce all restrictions as expressly provided for therein, and to exercise any authority granted to it by them. Nothing contained in this Section 1 shall require the Declarant to impose uniform restrictions, or to impose restrictions of any kind, other than this Declaration, on all or any part of the Property.

Section 2. Enforcement.

A. Persons Entitled to Enforce. The Declarant, Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. No Jury Trial. **EACH OWNER, BY ACCEPTANCE OF SUCH OWNER'S DEED, AND THE ASSOCIATION, AGREES THAT NEITHER THE OWNER NOR THE ASSOCIATION NOR ANY ASSIGNEE, SUCCESSOR, HEIR, OR LEGAL REPRESENTATIVE OF ANY OF THEM (ALL OF WHOM ARE HEREINAFTER REFERRED TO AS THE "PARTIES") SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE, WHETHER IN CONTRACT OR IN TORT OR AT LAW OR IN EQUITY, BASED UPON OR ARISING OUT OF THIS DECLARATION, OR THE OBLIGATIONS, BENEFITS, DEALINGS, OR THE RELATIONSHIPS BETWEEN OR AMONG THE ASSOCIATION AND THE OWNERS, THEIR SUCCESSORS AND ASSIGNS, OR ANY OF THEM. NEITHER THE ASSOCIATION NOR ANY OWNER WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED TO THE FULLEST EXTENT FORMULATED BY LAW.**

C. Mediation and Arbitration. In the event of a dispute, claim, or controversy arising out of or relating to the breach, termination, validity, interpretation, enforcement, or implementation of any term or provision of this Declaration ("Dispute"), each of the Owners and the Association agree to submit the Dispute first to mediation and then to voluntary, binding arbitration, as follows:

In the event the parties cannot successfully negotiate a resolution of the Dispute within thirty (30) days of its occurrence, any party to the Dispute can notify the other parties to the Dispute that the matter will be submitted to mediation in accordance with

the Commercial Mediation Rules of the American Arbitration Association ("Mediation Rules") and that all parties to the Dispute shall bear equally the costs of the mediation or as otherwise directed by the mediator. The panel shall consist of one mediator and shall be selected according to the Mediation Rules. The parties agree to participate in good faith in the mediation and negotiations related thereto.

If the Dispute cannot be resolved through mediation, within ten (10) days after the failure to resolve the Dispute through mediation, any party can notify the others that the matter will be submitted to voluntary, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules") and judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The panel shall consist of one arbitrator and shall be selected according to the Arbitration Rules.

The parties agree to use the Regional Office of the Arbitration Association which is nearest to the Property to administer the mediation and arbitration.

Nothing contained in this Article VI, Section 2 C shall in any way limit or affect the Association's right to immediately file an action in the appropriate court to collect any assessment or enforce any lien under this Declaration.

If a person or party is found in the proceedings to be in violation of, or attempting to violate, the provisions of this Declaration, such person or party shall bear all costs and expenses of the Dispute resolution, including court costs and reasonable attorneys' fees, for all mediation, arbitration, trial, and appellate proceedings incurred by the party enforcing the provisions of this Declaration.

Declarant shall not be obligated to enforce this Declaration or any particular provision hereof and shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than itself.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, all of which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind all of the Property, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each. This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) vote of the Owners. Any amendment must be recorded. For so long as the Declarant owns any Lot or Block in the Property, any amendment of this Declaration must be approved, in writing, by the Declarant. At any time a Class B membership exists, this Declaration also may be amended by recorded instrument executed solely by Declarant, without the necessity of the approval of joinder of any other Owner or the Association, and an officer of

the Association shall execute a certificate indicating the amendment is consistent with this Declaration. Neither Declarant, nor the Association shall revoke, modify or amend this Declaration in a manner that reduces the size of the Common Preservation Area or in any way violate Concord Township's Residential Conservation District Zoning requirements.

Section 5. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation." The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

Section 6. Miscellaneous. Until the Declarant, Builder or their respective assigns have built and sold all of its Lots, Declarant reserves the right, to make such use of Lots and the Common Preservation Area as may facilitate completion and sale of Lots by the Declarant and the Builder.

ARTICLE VIII EASEMENTS

Section 1. Each Lot and the Common Preservation Area shall be subject to existing easements for public authorities and public utilities purposes (including, but not limited to, fire and police protection, garbage and trash removal, telephone and cable television and other communication services, water and sewage systems, and electric and gas service), and the utilities and applicable governmental agencies having jurisdiction over such services and their employees and agents shall have the right of access to any Lot or the Common Preservation Area in furtherance of such easements. The easement areas contained in any Lot whether or not shown on any map or plat, shall at all times be properly maintained by the applicable Owner whether or not the utility company or governmental agency properly maintains the easement area.

Section 2. The Declarant reserves the right, for itself and its designee (so long as Declarant or said designee owns a Lot) and for the Board of Trustees of the Association, without joinder or consent of any Owner, member, or other person or entity whatsoever, to grant such additional easements, including, but not limited to, irrigation wells and pumps, cable television, television antennas, electric, gas, water, sewer, or other utility easements, or to relocate any existing utility easement as the Board of Trustees shall deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, or for the general health or welfare of the Lot Owners, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Lot or Common Preservation Area for permitted purposes.

Section 3. Declarant retains for itself, its successors in interest, agents, employees and assigns, a non-exclusive easement for ingress and egress over and across all streets, roadways, Common Preservation Area, driveways, common parking areas, and walkways that may from time to time exist within the Property.

ARTICLE IX USE RESTRICTIONS

Section 1. Model Homes. No trade, business, profession, or other type of commercial activity shall be carried on upon any Lot, except that real estate brokers, the Builder, Owners, and their agents may show Lots for sale. Every person or entity purchasing a Lot recognizes that the Declarant, its agents and designated assigns, including the Builder, shall have the right to (1) use Lots and improvements erected thereon for sales offices, field construction offices, storage facilities, and its own general business offices, (2) maintain fluorescent-lighted or spot-lighted model homes which are open to the public for inspection seven (7) days per week for such hours as the Declarant or Builder deems appropriate or necessary, and (3) conduct any other activities on Lots to benefit sales efforts.

Section 2. Use of Accessory Structures. No tent, shack, barn, utility shed, or other building, other than a dwelling and its required garage, shall, at any time, be erected on a Lot or used temporarily or permanently as a residence or for any other purpose on a Lot, except temporary buildings, offices, or facilities used by Declarant, Builder, or contractors, with the written approval of the Declarant.

Section 3. Maintenance of Improvements. Each Lot Owner shall maintain in good condition and repair all improvements constructed upon such Owner's Lot, including, without limitation, the residential dwelling. No Owner shall change the exterior design or color of the dwelling on such Owner's Lot, including the roof thereof, without the prior written approval of the Board of Trustees of the Association or its Architectural Review Committee ("ARC"), if formed by the Board of Trustees.

Section 4. Storage; Clothes Hanging. No Lot shall be used for the storage of rubbish. Outside clothes hanging devices on a Lot shall not be permitted.

Section 5. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No automobile or other vehicle mechanical repairs or like activity shall be conducted on any Lot other than in a garage and concealed from public view.

Section 6. Lawns. The area of the Lot abutting a completed dwelling shall be maintained in a neat condition. Owner shall be responsible for watering the lawn areas and plants within such Lot. No fences or other structures may be built, constructed or maintained on and lot without the Association's prior written approval. All improved Lots must have grassed lawns in front of any dwelling unit. No Gravel or similar type lawns are permitted. No above the ground swimming pools(hot tubs shall be permitted), tool sheds or shacks, dog or other animal pens or houses or the like, and no unsightly lawn furniture or decorations (such as banners planters, or similar items) except the American flag, and Ohio flag shall be permitted in such lawn areas. No landscaping mounds or other landscaping improvements that would impede maintenance or drainages, shall be permitted on a Lot, without the prior written consent of the Board of Trustees.

Section 7. Failure to Maintain. If the Owner of a house on a Lot fails to maintain the exterior of such house, either the Declarant or the Association, after giving such Owner at least ten (10) days' written notice, shall be authorized to undertake such maintenance at the Owner's expense. By accepting title to a Lot, each Owner shall be deemed to grant access upon the Owner's Lot and house for such purpose and such entry shall not constitute a trespass. If such maintenance is undertaken by the Association, or Declarant, the charge therefor and all costs of enforcement and collection shall be secured by a lien on the applicable Lot and house thereon.

Section 8. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on or in any Lot, except that a reasonable number of cats, dogs, and other household pets may be kept provided they are kept within the residence and are not kept, bred, or maintained for any commercial purposes or become a nuisance to the neighborhood. No person owning or in custody of an animal shall allow it to stray or go upon another's Lot or property without the consent of the Owner of such other Lot or property. All animals shall be on a leash when outside the Owner's dwelling and the Owner shall be responsible for picking up and properly disposing and waste or excrement from the Owner's animal.

Section 9. Signs. The Association may develop uniform sign standards and specifications to which all Owners must adhere. Notwithstanding anything to the contrary herein, Declarant and its assigns, including the Builder, shall have the exclusive right to maintain signs of any type and size on Lots which they own and on the Common Preservation Area, in connection with the development and sale of Lots.

Section 10. Water Retention Areas. The Association shall be responsible for maintaining the portions of the stormwater system, if any, which are within the Common Preservation Area, including the water quality and quantity standards of the approved plans to the extent required by law. A drainage easement is hereby dedicated to the Association for the purpose of maintaining the stormwater system to meet water quality and quantity design standards of the approved and permitted plans and any future governmental laws, rules or regulations.

A permanent riparian easement of 25 feet on each side of the stream located in the Northeast quadrant of the property is given to the Lake County Stormwater District for the purpose of widening, deepening, improving or protecting the stream for drainage.

Each Owner of a Lot or Block which borders a water retention area shall maintain any portion thereof as may be within the boundary of such Owner's Lot free of debris, but shall not remove any wetlands species or do anything that would affect adversely water quality within the water retention area.

Swimming and bathing in water retention areas are prohibited. Docks or other structures shall not be erected in water retention areas. All other uses of water retention areas shall be subject to the prior written approval of the Board of Trustees, and such rules and regulations as

the Board of Trustees may adopt from time to time.

Section 11. Vehicles. No vehicle shall be parked within the Property except on a paved parking surface, driveway, or within a garage. No trucks or vehicles which are primarily used for commercial purposes, other than those temporarily present on business, nor any trailers, may be parked within the Property. Boats, boat trailers, campers, travel trailers, mobile homes, recreational vehicles, and the like, and any vehicles not in operable condition and validly licensed, shall only be permitted to be kept within the Property if such are kept inside a garage and concealed from public view, rear yard storage is **PROHIBITED**. For the purpose of the foregoing sentence, the term "kept" shall mean present for either a period of six (6) hours within a twenty-four (24) hour period or overnight, whichever is less.

Section 12. Antennae and Roof Structures. No television, radio, or other electrical towers, aerials, antennae, satellite dishes or devise of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot until approved by the Board of Trustees or upon any improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae.

To the extent that reception of an acceptable signal would not be impaired, an antenna permissible pursuant to rules of the Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the dwelling and surrounding landscape. Antennae shall be installed in compliance with all state and local laws and regulations, including zoning, land-use, and building regulations.

Section 13. Garbage. **Garbage shall be picked up on the same day for all Lots. To guarantee this a contract was arranged by the Declarant with Universal Disposal, Inc. 9954 Old State Road, Chardon, Ohio 44024 phone 942-2709 for \$17.75/month (this price is guaranteed for two years from September 1, 2005.) All Lots will be provided a free 90 gallon trash container from Universal Disposal, Inc. Also, all garbage and trash receptacles, oil or bottled gas tanks, and similar containers shall be stored inside of a structure, placed underground or screened so that they shall not be visible by any person not physically present in the Lot. The Universal Disposal, Inc. contract may be canceled, modified or renewed according to the Association bylaws after August 31, 2007.**

Section 14 Unsightly Conditions. No unsightly growth such as weeds, underbrush or the like shall be permitted to grow or remain upon any Lot and no refuse piles or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon or on the adjoining or adjacent Common Preservation Areas. If any Owner shall fail or refuse to keep his other Lot in good repair and free from weeds, underbrush or refuse piles, or other unsightly growths or

objects, the Declarant to the Association shall have the right upon Fourteen (14) days written notice to the offending Owner, to repair or remove the same at the expense of the Owner and to assess such expense to the assessment charged to the Lot.

Section 15. No Trucks. No trucks (other than two (2) axle trucks with no more than four (4) tires) shall be parked in front of or on any Lot, except in an enclosed structure. Now Owner or occupant shall make repairs to a vehicle of any kind in front of or on any Lot except in an enclosed structure.

Section 16. Mailboxes. Mailboxes shall be provided by the U.S. Post Office. Newspaper containers shall be permitted provided that their style and locations has been approved in advance, in writing, by the Declarant or the Board of Trustees.

Section 17. Prohibited Vehicles. No Sublot Owner or Occupant shall operate, or permit to be operated, any motorized recreational equipment or vehicle, including but not limited to, any motorcycle, motorbike, moped, snowmobile or all-terrain vehicle, over or upon the Property or the Common Preservation Area.

Section 18. Garage Doors. Garage doors must be closed at all times, except when in use.

Section 19. Private Preservation Area Restrictions. Each Owner shall maintain the Private Preservation Area portion of the Owner's Lot in its natural state, except that the Owner may remove diseased or damaged trees and plants therefrom if necessary for the protection of the health and safety of the Owner, the Owner's family or the other members of the Association. An Owner must provide the Board of Trustees and the Concord Township Trustees with written notice of such intended removal at least seven (7) days prior to such removal.

An Owner may use the Private preservation Area owned by such Owner for passive recreation purposes as approved by the Board of Trustees, provided that such use does not include the construction of any permanent structure or improvement within the Private Preservation Area and does not conflict with the requirements of Concord Township's Residential Conservation District Zoning.

Section 20. Enforcement. The Association, acting by and through its Board of Trustees shall enforce the terms, conditions and restrictions contained in this Declaration.

Declarant hereby grants to the Concord township Trustees the power and authority to enforce the restrictions contained in this Declaration as to the Common Preservation Areas excluding the Private Preservation Area to the fullest extent necessary to maintain compliance with Concord Township's Residential Conservation District Zoning Requirements, provided that Concord Township gives the Association Board of Trustees at least three (3) days prior written notice of any such action. In the event that Concord Township takes judicial action to enforce the restriction contained in this Declaration and is successful in such judicial action, Concord Township shall be entitled to recover the Township's costs and legal fees for such successful action from the Association to the extent determined by the court hearing in such action.

ARTICLE X
ARCHITECTURAL CONTROL

The Declarant shall have the sole and absolute right to determine the style and appearance of the residential dwellings, fences, walls, structures, and other improvements to be constructed on the Lots. Declarant shall approve, in writing on the submitted front, top and side view construction plans with a copy to the Declarant of the approved plan, all building plans and materials prior to construction of the initial residential dwelling units on the Lots.

Section 1.) All lots in 18th Century Village, LLC shall be known as single-family residential lots and no building or structure shall be placed or constructed thereon unless it meets the minimum following area requirements:

- a.) **No lampposts or other outside lighting is permitted, including street lights. This is to preserve the country look of the development and allow for natural night sky illumination.**
- b.) 2,400 square feet living space for one story ranch exclusive of garages, porches or basement areas.
- c.) 2,800 square feet for 1½ story dwelling exclusive of garages, porches or basement areas.
- d.) 2,900 square feet of living area for a two story dwelling exclusive of garages, porches or basement areas.
- e.) 3,000 square feet of living area for a split level dwelling exclusive of garages, porches or basement areas, but including the lower level living area which does not have to be finished inside prior to occupancy. Lower level living area can include closets, utility and laundry areas.
- f.) All exterior exposed foundations shall be brick or stone; brick pattern concrete is not acceptable.
- g.) All driveways and aprons shall be constructed of concrete and completed before the dwelling is occupied.
- h.) No temporary living quarters are permitted and all construction shall be completed within one year from the permit date or when construction commenced.
- i.) **Damage to street and curbs by contractors shall be the responsibility of the sub-contractor and builder jointly and they shall hold 18th Century Village, LLC or its successors and assigns harmless from any liability to any government entity or the Association for the cost of repairing the defect.**
- j.) No campers, trailers, boats motor homes, commercial vehicles, or recreational vehicles of any kind shall be kept on the property if they are visible from the street.
- k.) No chain link fences with posts may be installed on the lot unless painted a dark color, not silver, and used as backing to a split rail or similar wood type fence.

- l.) All **mailboxes** must conform to 18th Century Village common design approved by the Declarant.
- m.) The private rear lot preservation area delineated in the Final Plat by cross hatch marks at the rear of each lot is intended to preserve from removal or destruction the existing tree or forest growth to add to the natural environment within the subdivision. **Encroachment into this area is permitted for a primary dwelling if in the architectural review process it is determined by the Declarant or Association it is necessary due to the dwelling size, configuration or topographical conditions of the lot. A 20 foot area behind all dwellings may be cleared for construction purposes and access to the structure. Trees and shrubs may be removed if it prevents the construction or use of an otherwise allowable structure used as part of the main dwelling or attached rear deck or patio (not to exceed the 20 foot rear clearance allowed.)** Trees or plants, which pose a threat to public health, safety or welfare, should be removed. Each dwelling should have a minimum 2 car garage rear or side load attached or integral.
- n.) All construction sites shall be kept clear of debris through use of containers.

Section 2.) After the initial construction of residential dwellings on all of the Lots and after conveyance by deed of such Lots to persons who are not successor, alternate, or additional Declarants or persons who are engaged in the business of constructing residential dwellings for sale to third parties, no exterior change or modification shall be made to any residential dwelling constructed on a Lot, nor shall any mailbox, lawn decoration, or other improvements be added to a Lot until the plans and specifications showing the nature, kind, shape, height, materials, and color to be used on the exterior, and location of the same, shall have been submitted to and approved in writing by the Board of Trustees of the Association, or by an Architectural Review Committee composed of three (3) or more representatives appointed by the Board. In the event the Board, or the ARC, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. In such case, no approval shall be given by the Board of Trustees of the ARC pursuant to the provisions of this Article unless it determines, in its sole discretion, that such approval shall: (1) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Property; (2) protect and conserve the value and desirability of the Property as a residential community; (3) be consistent with the provisions of this Declaration; and (4) conform to or enhance, in the sole opinion of the Board or the ARC, the aesthetic appearance of the Property. Neither the Association, the Board of Trustees, nor any member of the Board or the ARC, shall have any liability to anyone by reason of any acts or action taken or omitted in good faith pursuant to this Article.

ARTICLE XI **ADDITIONAL PROVISIONS**

In addition to any and all other restrictions, provision and covenants concerning the Common Preservation Area contained in this Declaration, the following specific requirements

shall apply:

- A. The Common Preservation Area, as shown on the final plat for the Property as recorded in the Lake County Records, shall remain as such, subject to the terms, restrictions, provisions and conditions stated in this Declaration.
- B. The Association shall not dispose of any of the Common Preservation Area without first offering the same to the Concord Township for acceptance and dedication.
- C. Concord Township is hereby granted the right of entry on and to the Common Preservation Area and Private Preservation Area (i) for emergency purposes and (ii) in the event of nonperformance of maintenance or improvement affecting the public interest.
- D. If the terms of the provision of the Declarant conflict with any of the terms or provisions in the Association's Articles of Incorporation, By-Laws or Rules and Regulations, the terms and provision contained in this Declaration shall govern.
- E. By taking title to a Lot, an Owner specifically agrees to be bound by this Declaration.
- F. Each of the above requirements shall run with the land.

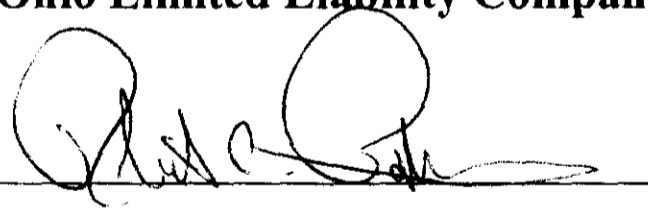
IN WITNESS WHEREOF, the undersigned, being the Declarant named herein, has

executed this Declaration on October 14, 2005.

WITNESSES:

18th Century Village, LLC
an Ohio Limited Liability Company

(Signature)

By: 

(Printed Name)

Name: Robert C. Patterson

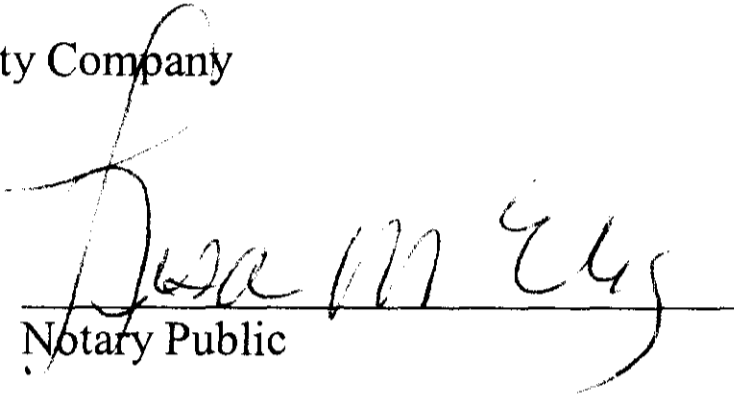
Title: Member

(Signature)

(Printed Name)

STATE OF OHIO)
) SS.
COUNTY OF LAKE)

This instrument was acknowledged before me on this 14th day of October, 2005,
by ROBERT C. PATTERSON the Member on behalf of
18th Century Village, LLC; an Ohio Limited Liability Company



Notary Public



LISA M. ELIG, Notary Public
State of Ohio - Lake County
My Commission Expires April 4, 2007
2007

EXHIBIT LIST

EXHIBIT A - Legal Description of the Property

EXHIBIT B - Layout of Subdivision

EXHIBIT 'A'

LEGAL DESCRIPTION

Real property in the Township of Concord, County of Lake, State of Ohio, and is described as follows:

Situated in the Township of Concord, County of Lake and the State of Ohio, and known as part of Lot No. 14 in Tract No. 3 within said Township, and further described as follows:

Beginning in the center line of Auburn Road at the southeasterly corner of land conveyed to Sephan A. and Regina Klamic by deed recorded in Volume 1130, Page 728 of the Lake County Deed Records;

Thence S. 01 deg. 44' 44" W. along said center line 1314.00 feet to the northeasterly corner of land conveyed to Ramona S. Markell by deed recorded in Volume 961, Page 171 of the aforesaid deed records;

Thence along the northerly boundary of said Markell by the following courses:

S. 89 deg. 58' 51" W., through a 3/4 inch iron pipe found at 30.01 feet, a total distance of 180.78 feet to a 3/4 inch iron pipe found,

S. 01 deg. 44' 44" W. 125.60 feet to a 3/4 inch iron pipe found,

and S. 89 deg. 58' 51" W. 396.06 feet to a 3/4 inch iron pipe found in the easterly line of land conveyed to Robert C. and Sandra F. Patterson by deed recorded in Volume 1172, Page 1205 of the aforesaid deed records;

Thence N. 00 deg. 36' 38" W. along said easterly line of Patterson, through a one inch iron pipe found at 1207.14 feet, a total distance of 1240.44 feet to the center line of Girdled Road;

Thence N. 63 deg. 39' 42" E. along said Girdled Road center line 32.56 to a 3/4 inch iron pipe found at an angle therein;

Thence N. 39 deg. 50' 09" E. continuing along said Girdled Road center line 370.62 feet to the southerly boundary of said Klamic;

Thence S. 50 deg. 10' 35" E. along the said southerly boundary of Klamic, through a 5/8 inch iron pin found at 30.23 feet, a total distance of 143.89 feet to a one inch iron pipe found at an angle therein;

Thence S. 88 deg. 11' 08" E. continuing along said southerly line, through a 3/4 inch iron pipe found at 226.99 feet, a total distance of 256.93 feet to the place of beginning, containing 19.312 acres as surveyed in November, 1997 by Lawrence Wilson, Ohio Professional Surveyor No. 5807.

The bearings in this description are oriented to an arbitrary meridian and are intended to indicate angular relationships only.

This survey is of part of lands conveyed to S. Sterling McMillan, III, Trustee as Parcel No. 3 by deed recorded in Volume 89, Page 828 of the Lake County Deed Records.

EXCEPTION TO PARCEL 2

Situated in the Township of Concord, County of Lake, and State of Ohio, And known as being a part of Lot No. 14, Tract No. 3 in said Township and being further bounded and described as follows:

Beginning at the intersection of the centerline of Auburn Road (60 feet wide) and the southeasterly corner of land conveyed to Carl and Dawn Siers by Document No. 990038097 of Lake County Official Records;

COURSE I Thence South 2° 44' 00" West along the centerline of Auburn Road, a distance of 385.00 feet to a point;

COURSE II Thence North 87° 16' 00" West, passing thru a 5/8" x 30" iron pin set and capped Babcock, Jones & Associates, Inc. at 30.00 feet, a distance of 110.00 feet to a 5/8" x 30" iron pin set and capped Babcock, Jones & Associates, Inc.;

COURSE III Thence North 2° 44' 00" East, a distance of 105.00 feet to a 5/8" x 30" iron pin set and capped Babcock, Jones & Associates, Inc.;

COURSE IV Thence North 20° 48' 35" West, a distance of 305.76 feet to a 5/8" x 30" iron pin set and capped Babcock, Jones & Associates, Inc. on the southerly line of land conveyed to Carl and Dawn Siers;

COURSE V Thence South 87° 11' 30" East along the southerly line of Carl and Dawn Siers, passing thru an 1" iron pipe found at 202.80 feet, a distance of 232.13 feet to the place of beginning and containing 1.3652 acres of land, subject to all legal highways, as surveyed and described by Harry S. Jones, Registered Surveyor No. 6343 in July 2002.

Bearings are based upon the centerline of Auburn Road being South 2° 44' 00" West and used to described angles only.

