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Lorain County, Ohio
Judith M Nedwick County Recorder
File 2014-0521956

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

OF

PIONEER RIDGE

CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO

A COMMUNITY OF "HOUSING FOR OLDER PERSONS" (AGE 55 AND OVER)

BEING DEVELOPED BY:

PULTE HOMES OF OHIO, LLC
A Michigan limited liability company

30575 Bainbridge Road
Suite 200
Solon, Ohio 44139
Phone: 440/349-9640

THIS INSTRUMENT PREPARED BY:

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PIONEER RIDGE HOMEOWNERS' ASSOCIATION, INC.

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

PIONEEER RIDGE
NORTH RIDGEVILLE, OHIO

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (this "Declaration"), made this 17 day of September, 2014, by and between PULTE HOMES OF OHIO, LLC a Michigan limited liability company (hereinafter referred to as "**DEVELOPER**"), and PIONEER RIDGE HOMEOWNERS' ASSOCIATION, INC., an Ohio not-for-profit corporation (hereinafter referred to as "**ASSOCIATION**").

PREAMBLE

WHEREAS, on November 18, 2005, Developer filed for record the Declaration of Covenants, Conditions, Restrictions and Easements of Pioneer Ridge, City of North Ridgeville, Lorain County, Ohio ("**Original Declaration**"), which was recorded with the Lorain County Recorder as Instrument Number 2005111477 for "Property" described in Exhibit "A" therein and being known as: (a) Sublet Nos. 1 through 138, inclusive, and Blocks "A" through Block "I", inclusive, as shown on the plat of "Pioneer Ridge Subdivision No. 1 by Del-Webb", which recorded on March 29, 2005, in Volume 84, Pages 63, et seq., of the Lorain County Plat Records, and (b) Sublot Nos. 139 through 152, inclusive, and Blocks "J" and "K", as shown on the plat of "Pioneer Ridge Subdivision No. 2 by Del-Webb", which recorded on May 20, 2005, in Volume 85, Pages 37, et seq., of Lorain County Plat Records (unless otherwise defined herein, the terms capitalized herein shall have the same meaning as defined in the Declaration);

WHEREAS, on June 1, 2006, Developer filed for record the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Pioneer Ridge, City of North Ridgeville, Lorain County, Ohio, which recorded with the Lorain County Recorder as Instrument Number 2006146411 submitting the following property to the Declaration: (a) Sublot Nos. 153 through 209, and Blocks "L" through "O" of "Pioneer Ridge Subdivision No. 3 by Del-Webb", and (b) Sublot Nos. 210 through 231 and Blocks "P" and "Q" of "Pioneer Ridge Subdivision No. 4 by Del-Webb";

WHEREAS, on October 6, 2006, Developer filed for record the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Pioneer Ridge, City of North Ridgeville, Lorain County, Ohio, which was recorded with the Lorain County Recorder as Instrument Number 2006-019408 thereby submitting the following property to the Declaration: Sublot Nos. 232 through 279, and Blocks "R" and "S" of "Pioneer Ridge Subdivision No. 5 by Del-Webb";

WHEREAS, on June 30, 2009, Developer filed for record the Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Pioneer Ridge, City of North Ridgeville, Lorain County, Ohio, which was recorded with the Lorain County Recorder as

Instrument Number 2009-0301280 reflecting the consolidation and re-subdivision of what were previously Sublots 21 through 35 into new Sublets 280 through 290;

WHEREAS, on January 26, 2010, Developer filed for record the Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Pioneer Ridge, City of North Ridgeville, Lorain County, Ohio, which was recorded with the Lorain County Recorder as Instrument Number 2010-0323501 reflecting the consolidation and re-subdivision of what were previously recorded sublots into Sublots 291 through 370, inclusive, and the Common Areas known as Blocks "T", "U", "V" and "W";

WHEREAS, on February 16, 2011, Developer filed for record the Fifth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Pioneer Ridge, City of North Ridgeville, Lorain County, Ohio, which was recorded with the Lorain County Recorder as Instrument Number 2011-0364553 thereby submitting the following property to the Declaration: Sublots numbered 371 through 407, inclusive, all as shown on the plat for the property known as "Pioneer Ridge Subdivision No. 8 by Del-Webb" which was recorded on January 18, 2011 with the Lorain County Recorder as Instrument No. 2011-0361406 in Plat Volume 96, Pages 50, 51 and 52, with the Lorain County Plat Records;

WHEREAS, on February 22, 2012, Developer filed for record the Sixth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Pioneer Ridge, City of North Ridgeville, Lorain County, Ohio, which was recorded with the Lorain County Recorder as Instrument Number 2012-0402785 thereby submitting the following property to the Declaration: Sublots 408 through 481, inclusive, and the Common Areas known as Blocks "X" and "Y", all as shown on the plat for the property known as "Pioneer Ridge Subdivision No. 9 by Del-Webb", which was recorded on January 7, 2011 with the Lorain County Recorder as Instrument No. 2012-0401285 in Plat Volume 97, Pages 29, 30, 31 and 32 with the Lorain County Plat Records, and also amending Section 7.24 of the Declaration;

WHEREAS, on July 17, 2013, the Pioneer Ridge Homeowners' Association, Inc. filed for record the Seventh Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Pioneer Ridge, which was recorded with the Lorain County Recorder as Instrument Number 2013-0470273 thereby amending Section 9.1(d) and Article IX, Section 1 of the Declaration; and

WHEREAS, on February 6, 2014, the Developer filed for record the Eighth Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Pioneer Ridge, which was recorded with the Lorain County Recorder as Instrument Number 2014-0494493 thereby submitting the following property to the Declaration: Sublots numbered 482 through 546, inclusive, the Living Units constructed or to be constructed thereon, and the Common Areas known as Blocks "Z", "AA", "BB", "CC", "DD", "EE" and "FF", all as shown on the plat for the property known as "Pioneer Ridge Subdivision No. 10 by Del-Webb" which was recorded on July 12, 2013 with the Lorain County Recorder as Instrument No. 2013-0469660 in Plat Volume 98, Pages 75, 76 and 77, with the Lorain County Subdivision Plat Records.

WHEREAS, in the interest of clarity and convenience, Developer desires to amend and restate the Declaration in its entirety.

RECITALS:

A. The property subject to this Declaration is the property described in the Original Declaration and the eight amendments thereto, as set forth in the Preamble (collectively, hereinafter referred to as the "**Property**"). Developer has previously deeded portions of the Property to the Association.

B. The Property consists of Sublots, Living Units (including both Attached Homes and Detached Homes) and Common Areas, all as hereafter defined.

C. The Property may be developed in whole or part: (a) as one or more residential communities; (b) for recreational purposes; or (c) any combination of the foregoing.

D. The Developer desires to provide for: (a) the orderly development of the Property; (b) the establishment and maintenance of architectural and design controls and standards; (c) the use and maintenance of the Areas of Common Responsibility (hereinafter defined); (d) the compliance with the Planning and Zoning Code of the City of North Ridgeville and Lorain County; and (e) the protection of property values within the Property. The foregoing is being provided for so that the residents of the Property may enjoy a quiet environment for themselves and their families. For such purpose, the Developer has prepared this Declaration to define the manner in which the Property shall be governed and administered.

E. An association 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 (hereinafter defined) within the Property and to pay the cost and expense of operating maintaining, repairing and replacing the Areas of Common Responsibility. The Developer has assigned such function to **PIONEER RIDGE HOMEOWNERS' ASSOCIATION, INC.**, a non-profit corporation that Developer has caused to be created under the laws of the State of Ohio (the "**Association**").

F. The Developer intends to market and sell the Living Units constructed within the Property solely as "Housing For Older Persons" as that term is defined by the Federal Fair Housing Act (Title VIII of the Civil Rights act of 1988, as amended, 42 U.S.C. §§ 3601-3619) (the "**Fair Housing Act**"), and the Developer intends that the Association shall continue to manage, administer, and operate the Association and enforce restrictions governing the Property as contained in this Declaration to ensure that the Living Units shall perpetually continue to maintain their status as Housing For Older Persons pursuant to the provisions of the Fair Housing Act; and

G. The Association joins in the Declaration for the purpose of accepting the duties and responsibilities imposed upon it by the protective covenants and restrictions herein contained; and

NOW, THEREFORE, Developer declares that the Property, including all Sublots and any other property as may by Subsequent Amendment (hereinafter defined) be added to and subjected to this Declaration shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "**Covenants**

and Restrictions") hereinafter set forth, and further specified that this Declaration shall constitute covenants to run with the land and shall be binding upon and inure to the benefit of Developer and its successors and assigns and all other owners of any part of said Property, together with their grantees, successors, heirs, executors, administrators or assigns.

ARTICLE I
PREAMBLE - PROPERTY – EXPANSION OF PROPERTY

Section 1.1 – Preamble

The Preamble and the Recitals are incorporated in and made a part of this Declaration.

Section 1.2 – Property

The Property which is and shall be owned, held, transferred, sold, used and occupied subject to this Declaration is the real property described in the Preamble, plus the Additional Property as described in Section 1.3 below.

Section 1.3 – Expansion of the Property

The Developer reserves the right from time to time to add additional property to the Property and to subject the same to the provisions of this Declaration. Developer hereby adds to the Property the property described in the legal description attached hereto as **Exhibit "A"** (the "**Additional Property**"). To add any other property to the Property, the Developer shall execute and record a Subsequent Amendment to this Declaration which expressly provides that the land described therein shall become a part of the Property and shall be subject to the Covenants and Restrictions set forth in this Declaration, except as the same may be modified by the Subsequent Amendment. All or a portion of any such property may be annexed by the Developer without the consent of Members within ten (10) years of the date this Declaration is recorded in the Lorain County Records.

ARTICLE II
EXHIBITS AND DEFINITIONS

Section 2.1 – Exhibits

The following Exhibits are attached to and made a part of this Declaration:

Exhibit "A" - Legal Description of the Additional Property.
Exhibit "B" - Form Certificate of Compliance (See Section 7.26 of this Declaration).
Exhibit "C" – Amended and Restated Code of Regulations

Section 2.2 – Definitions

For the purposes of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

a) "**AFFILIATE OF DEVELOPER**" means any person who controls, is controlled by, or is under common control with the Developer. (1) A Person "controls" the Developer if the Person (a) is a general partner, officer, director, managing member or employer of the Developer, (b) directly or indirectly or acting in concert with one or more other Persons, or through one or more subsidiaries owns, controls, holds with power to vote, or holds proxies representing more than twenty percent (20%) of the voting interest in the Developer, (c) controls in any manner the election of a majority of the directors of the Developer, or (d) has contributed more than twenty percent (20%) of the capital of the Developer; (2) A person "is controlled" by a Developer if the Developer (a) is a general partner, officer, director, or employer of the Person, (b) directly or indirectly or acting in concert with one or more other Persons, or through one or more subsidiaries, owns, controls, hold with power to vote, or holds proxies representing more than twenty percent (20%) of the voting interest in the person, (c) controls in any manner the election of a majority of the directors of the Person, or (d) has contributed more than twenty percent (20%) of the capital of the Person. Control does not exist if the powers described in this subsection are held solely as security for any obligation and are not exercised.

b) **"AGE-QUALIFIED OCCUPANT"** means any individual: (i) who is 50 years of age or older who owns and occupies a Living Unit and was the original purchaser of the Living Unit from the Declarant; or (ii) who is 55 years of age or older who occupies a Living Unit. The terms "occupy," "occupies," or "occupancy" shall mean staying overnight in a particular Living Unit for at least ninety (90) days in a consecutive twelve (12) month period.

c) "**AREAS OF COMMON RESPONSIBILITY**". The Areas of Common Responsibility shall mean and refer to:

(1) maintenance, repair and replacement of the Common Areas, including Open Spaces and the Community Center, including all landscaping, lighting, improvements and buildings thereon;

(2) maintenance, repair and replacement of the entrance area features at entrances to the Property off existing and future public streets abutting the Property (the "**Entrances**") and the landscaping, lighting, irrigation and other improvements within the Entrances;

(3) maintenance, repair and replacement of landscaping within islands and/or medians within public rights-of-way to which the Association has been granted landscaping easements, if any;

(4) maintenance, repair and replacement of driveways, sidewalks, parking areas, pathways and other pavement within the Common Areas;

(5) maintenance, repair and replacement of storm drainage improvements that generally serve the Property and that are not the responsibility of the City or the Waterbury Association, including storm water retention/detention and management areas (including such areas outside the Property over which an easement has been granted to the Association, if any);

(6) real and personal property owned by the Association;

(7) real and personal property not owned by the Association but determined by the Board to be the responsibility of the Association;

(8) maintenance of all Association Landscaping (as herein defined) within Common Areas;

(9) snow removal from all driveways, sidewalks, and parking spaces and lots within the Common Areas, and snow plowing of private driveways, front of house service walk and front stoop serving Living Units located within Sublots (but not including snow removal from patios, or any other area within a Sublot). The Association shall not be required to remove snow from walking trails within the community. Additionally, the Association shall not be required to use a deicing agent.

d) "**ARTICLES**" or "**ARTICLES OF INCORPORATION**". The Articles of Incorporation of the Association which are filed with the Secretary of State of Ohio to create the Association.

e) "**ASSESSMENTS**". The assessments as herein levied against Owners of Sublots within the Property to fund Common Expenses, maintenance of Association Landscaping within Sublots, and Attached Home Exterior Maintenance Expenses. Assessments include Common Assessments, Landscaping Assessments, Attached Home Assessments, and Special Assessments, as further defined herein.

f) "**ASSOCIATION**". Pioneer Ridge Homeowners' Association, Inc., a non-profit Ohio corporation, its successors and assigns, created to govern, operate, control and administer the Areas of Common Responsibility and to supervise and enforce the provisions of this Declaration.

g) "**ASSOCIATION LANDSCAPING**" Landscaping installed by the Developer or the Association within the Common Areas and/or Sublots, or that landscaping installed by an Owner within a Sublot that is expressly accepted in writing as Association Landscaping by the Board. The expense of maintenance of Association Landscaping within Common Areas or Areas of Common Responsibility is a Common Expense paid by all Living Unit Owners through Common Assessments. Portions of the Association Landscaping (including Open Space) may be left in their natural state. The Association has the right to set aside portions of the Association Landscaping to be left to grow in their natural state. The Association is under no obligation to clear, trim, mow, fertilize or otherwise maintain the natural vegetation in such natural areas.

The expense of maintenance of Association Landscaping within Sublots is paid by all Living Unit Owners through Landscape Assessments. The expense of maintenance of Association Landscaping within Attached Home Sublots beyond the landscaping maintenance afforded to Detached Living Unit Owners is paid by all Attached Home Living Unit Owners through Attached Home Assessments.

h) "**ATTACHED HOME**" A Living Unit constructed in a building containing pairs of two (2) Living Units each, each separated by a Party Wall (as herein defined) from the adjoining Living Unit in the same building.

i) "**ATTACHED HOME ASSESSMENTS**". The assessments levied only against Owners of Attached Homes pursuant to the provisions of this Declaration to fund Attached Home Exterior Maintenance Expenses, the expense of maintenance of Association Landscaping within Attached Home Sublots beyond the landscaping maintenance afforded to Detached Living Unit Owners, and the cost of Attached Home Insurance (as defined in Section 6.5) as opposed to Common Assessments levied against Owners of all Living Units to fund Common Expenses and Landscaping Assessments levied against Owners of all Living Units.

j) "**ATTACHED HOME EXTERIOR MAINTENANCE EXPENSES**". The actual and estimated expenses of providing Attached Home Exterior Maintenance Services as provided in Section 6.4(b) herein, both for general or special purposes, including maintaining reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Code, and the Articles of Incorporation of the Association, as opposed to Common Expenses.

k) "**ATTACHED HOME EXTERIOR MAINTENANCE SERVICES**". Exterior maintenance services for Attached Homes as provided in Section 6.4(b) herein.

l) "**BOARD**". The Board of Directors of the Association. The Board is sometimes referred to as the "Directors".

m) "**CITY**" The City of North Ridgeville, an Ohio municipal corporation, its successors and assigns.

n) "**CODE**". The Amended and Restated Code of Regulations of the Association, a copy of which is attached hereto as Exhibit "C".

o) "**COMMON AREAS**". All real and personal property now or hereafter owned by the Association or otherwise held for the common use and enjoyment of the Owners or Occupants. Common Areas shall include the Entrances of the Property, the Community Center and any other recreational facilities, storm water retention/detention and management areas, any trail system, parking lots, lighting, and those areas of land intended for the common use, benefit and enjoyment of all Occupants of the Property. Any Owner may delegate, in accordance with the Code and subject to all 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 Living Unit. The Common Areas are not for the use by the general public, but are for the common use and enjoyment of the Owners of Sublots within the Property. The Common Areas shall be owned by the Association at the time of the conveyance of the first Sublot within the Property.

p) "**COMMON EXPENSES**". The actual and estimated expenses of operating the Association, both for general or special purposes, including reasonable reserves for contingencies and reserves for replacements and major repairs to Areas of Common Responsibility, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Code, and the Articles of Incorporation of the Association, and which are levied against Owners of all Living Units in Pioneer Ridge pursuant to the provisions of this Declaration to fund Common Expenses, as opposed to Landscaping Assessments levied against Owners of all Living Units, and Attached Home Assessments levied against Owners of Attached Homes to fund Attached Homes Expenses.

q) "**COMMUNITY CENTER**" The recreational and community center building(s) and all associated improvements and facilities constructed within the Property for the use and enjoyment of the residents of Pioneer Ridge, including, but not limited to, the Community Center building(s), the indoor/outdoor swimming pool and all associated facilities, the tennis courts, the bocce ball courts, pathways, any parking lots, lighting, and all other similar recreation facilities hereinafter constructed by the Developer and/or the Association within the Common Areas.

r) "**COUNTY**". Lorain County, Ohio.

s) "**DESIGN GUIDELINES**". The written design and construction guidelines and application and review procedures applicable to the Property promulgated and administered pursuant to Articles XII and XIII of this Declaration.

t) "**DESIGN REVIEW COMMITTEE**". The committee created by this Declaration and granted original jurisdiction to review and approve or disapprove exterior and structural improvements, landscaping, additions to the Living Units and changes within the Property, subject to the requirements of the City Zoning Requirements - hereafter sometimes referred to as the "**Committee**". The decisions of the Design Review Committee shall be subject to the review and approval of the Board of the Association, in the Board's sole discretion and consistent with the Design Guidelines, which guide all exterior and structural improvements and landscaping, and which may change from time to time by authorization of the Board.

u) "**DETACHED HOME**" A free-standing Living Unit constructed without any connection to any other Living Unit by a Party Wall (as herein defined).

v) "**DEVELOPER**". PULTE HOMES OF OHIO, LLC, a Michigan limited liability company, and the specifically designated successors or assigns of any of its rights as Developer under this Declaration or under any supplement to this Declaration involving the Property, as the same may be expanded or contracted from time to time. No person, real or corporate, shall be deemed to be a successor, alternate or additional Developer for the purposes of this Declaration unless and until such person or entity has been specifically so designated by the Developer by an instrument in writing and placed of record, and such person or entity shall be deemed a successor and assign of Developer only to the particular rights and interests of Developer under this Declaration or under a

supplement to this Declaration. The Developer is sometimes referred to herein as "**Original Developer**".

w) "**ELIGIBLE MORTGAGE HOLDERS**". Eligible Mortgage Holders shall mean banks, savings and loan associations, insurance companies and other institutional lenders, holders, insurers or guarantors of first mortgages on the Property or portions thereof.

x) "**LANDSCAPING ASSESSMENTS**". The assessments levied against Owners of all Living Units pursuant to the provisions of this Declaration to fund the expense of maintenance of Association Landscaping within Sublots, as opposed to Common Assessments levied against Owners of all Living Units to fund Common Expenses, and Attached Home Assessments levied only against Owners of Attached Homes to fund Attached Home Expenses.

y) "**LIVING UNIT**". Shall mean and refer to any attached or detached single family dwelling located on a Sublot. For purposes of this Declaration, a Living Unit shall come into existence when the improvements constructed thereon are sufficiently complete to reasonably permit the habitation thereof, whether or not a certificate of occupancy has been issued for the Living Unit by the governmental authority having jurisdiction over the same, and the Living Unit has been conveyed to a person other than the Developer. "Living Unit" includes both "Attached Homes" and "Detached Homes" as defined herein.

z) "**MEMBER**". A person or entity entitled to membership in the Association, as provided herein.

aa) "**OCCUPANT**". A person in the possession of a Living Unit including, without limitation, an Owner or any guest, invitee, lessee, tenant, or family member of an Owner occupying or otherwise using a Living Unit. An Occupant may be:

(1) any Age-Qualified Occupant;

(2) any Person 19 years of age or older occupying a Living Unit with an Age-Qualified Occupant; or

(3) any Person 19 years of age or older who occupied a Living Unit with an Age-Qualified Occupant and who continues, without interruption, to occupy the same Living Unit after termination of the Age-Qualified Occupant's occupancy thereof.

The term "occupy" or "occupancy" shall have the same meaning as set forth in Section 2.2(b) above. An individual who occupies a Living Unit but does not satisfy the criteria of (i), (ii) or (iii) above shall not be deemed to be an Occupant for purposes of this Declaration and shall not be entitled to any of the rights or privileges granted to an Occupant hereunder.

bb) "**OPEN SPACES**". Land, if any, that is assigned in perpetuity as private open space by any planning or zoning code of the City. Open Spaces shall be available and accessible to all residents of the Property. No clearing of vegetation shall occur within Open Spaces

other than as reasonably required for the construction and maintenance of walking trails within the Open Spaces.

cc) "**ORIGINAL DEVELOPER**". PULTE HOMES OF OHIO, LLC, a Michigan limited liability company.

dd) "**OWNER**". The record Owner of fee simple title in any Sublot, including the Developer (except as otherwise provided herein) with respect to any unsold Sublot, but Owner shall exclude in all cases any party holding an interest merely as security for the performance of an obligation. If a Sublot is sold under a land installment contract, the purchaser (Vendee) (rather than the fee Owner) will be considered to be the Owner. For the purpose of this Declaration, the Owner of a Sublot that is rented to others shall be as follows: For the purpose of votes and Assessments, the record Owner of the Sublot; for the purpose of use and enjoyment of common facilities and amenities which are part of the Common Areas, the Tenant residing in the Living Unit situated on the Sublot. Every Owner shall be treated for all purposes as a single Owner for each Sublot held irrespective of whether such ownership is joint or in common. Where such ownership is joint or in common, the majority vote of such Owners shall be necessary to cast any vote to which such Owners are entitled.

ee) "**OWNERSHIP INTEREST**". The entire right, title and interest of any Owner in all of the freehold and leasehold estates of such Owner in his or her Sublot.

ff) "**PARTY WALL**". Each wall of an Attached Home that is situated on the Sublot dividing line between two Attached Homes.

gg) "**PERSON**". A natural individual, corporation, partnership, limited partnership, trust or other entity to which the law attributes the capacity of having rights and duties.

hh) "**PROPERTY**". The land described in Paragraph A of the Preamble to this Declaration, and such additions thereto as may hereafter be submitted to this Declaration pursuant to Section 1.3 and thereby brought within the jurisdiction of the Association.

ii) "**RULES**". Rules and regulations promulgated by the Board or the Design Review Committee that govern the operation and use of the Sublots, Living Units, Areas of Common Responsibility, Common Areas, and any other property owned by the Association, as such rules and regulations may be adopted from time to time by the Board or the Design Review Committee to implement and carry out the provisions and intent of this Declaration.

jj) "**SPECIAL DEVELOPER RIGHTS**" means those rights reserved for the benefit of the Developer as provided in this Declaration and the Code, and shall include, without limitation, the following rights: (1) to expand the Property in accordance with Section 1.3 of this Declaration; (2) to maintain sales offices, management offices, customer services offices, and signs advertising the Property within the Property; (3) to use easements through the Common Areas for the purpose of making improvements within the Property; (4) to use Common Areas for special events without payment of fees or charges, notwithstanding excessive wear and tear or clean-up costs; (5) to exercise

architectural review controls in accordance with the Declaration and guided by the Design Guidelines; (6) to appoint or remove any Board member(s) or officer(s) of the Association during the period that the Developer has the right to elect or designate members of the Board.

kk) "**SUBLOT**". A platted single-family lot upon which a Living Unit has been or may be constructed. The term "Sublot" does not include a platted Common Area.

ll) "**SUBSEQUENT AMENDMENT**". An amendment to this Declaration which adds Additional Property to that covered by this Declaration. A Subsequent Amendment may, but is not required to: (i) impose, expressly or by reference, additional restrictions and obligations on the land submitted by such Subsequent Amendment to the provisions of this Declaration; and/or (ii) otherwise amend this Declaration and/or the Code.

mm) "**TENANT**". Any person(s) having a possessory leasehold estate in a Living Unit, other than the Owner.

ARTICLE III
EASEMENTS

Section 3.1 – Utility Easements

There is hereby reserved in favor of Developer, and granted to the Association, their successors and assigns, a non-exclusive easement upon, across, over, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of all utilities and service lines and systems including, but not limited to, water, storm and sanitary sewer, energy, drainage, gas, telephone, electricity, television, cable and communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Developer and the Association, and their successors and assigns, or the providing utility or service company, to install and maintain facilities and equipment on the Property provided that such facilities shall not materially impair or interfere with any Living Unit, and provided further than any areas disturbed by such installation and maintenance are restored to substantially the condition in which they were found and provided it does not conflict with service agreements between governmental agencies and the rights of the City or the County under the Ohio Revised Code. Except for a water line easement along Bender Road recorded in a separate easement document, in which the City has the responsibility both to avoid damage to landscaping and improvements and to repair and restore the surface after any activities as described in said easement, the City shall not be responsible for restoring any portion of the property following any such installation or maintenance of any utilities. 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 Developer or the Design Review Committee, or unless the same are shown on a recorded plat. There is hereby reserved, in favor of the Developer and the Association, the right (but not the obligation) to grant easements to neighboring property owners for access and/or utility purposes, so long as the granting of easements for utility purposes does not overburden the utilities serving the Property. Any conflicts between the provisions of this Section and a plat granting similar easements shall be resolved in favor of the plat.

Section 3.2 – Easement for Ingress and Egress

There is hereby created a non-exclusive easement upon, across, over and through all walkways and/or pathways and mail kiosks (but not individual mailboxes) constructed within the Common Areas, said easement in favor of Developer and the Association, all Owners, Occupants, and their respective guests, licensees and invitees, for pedestrian ingress and egress to and from all of the various portions of the Property and Additional Property. Notwithstanding the foregoing, the Developer and/or the Association may limit this right of ingress and egress by a Subsequent Amendment.

Section 3.3 – Owner's Easements to Enjoyment

Developer, every Owner, Occupant, and the guest(s) of such parties shall have a right and non-exclusive easement of use and enjoyment in and to the Common Areas (including the Community Center), which easement shall be appurtenant to and shall pass with the title to every Sublot, subject to the following provisions:

a) the right of the Association to suspend the voting rights of, and right to use the Community Center or other recreational facilities by, an Owner for any period during which any assessment against his or her Sublot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Rules;

b) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been signed by seventy-five percent (75%) of the Members and has been recorded with the Lorain County Recorder.

Section 3.4 – Easements for Construction, Alteration, etc.

Easements are hereby created upon portions of the Common Areas as may be necessary in connection with the construction, alteration, rebuilding, restoration, maintenance and repair of any Living Unit or other structures and improvements within the Property or Additional Property, or serving the Property or Additional Property; provided, however, that in the exercise of any rights under this easement there shall be no unreasonable interference with the use of any Living Unit or other structure or improvement on the Property. Any Person benefiting from the foregoing easement shall indemnify and save harmless the Developer, the Association and each Owner and Occupant from and against any and all losses, damages, liabilities, claims and expenses, including reasonable attorneys' and paralegals' fees resulting from any such construction, rebuilding, alteration, restoration, or maintenance, and shall repair any damage caused in connection with such activities to substantially the same condition that existed prior to such activities.

Section 3.5 – Emergency and Service Easements

There is hereby granted to the City and the County an easement for access to the Common Areas for emergency purposes, or in the event of nonperformance of maintenance of improvements affecting the public interest. The City shall have the right but not the obligation,

after proper notice, to make improvements and perform maintenance functions with the costs thereof levied as a lien against the Common Areas. The City shall have the right to proceed against the Association for reimbursement of said costs including the right to file liens against individual units, houses and vacant building lots. Advance notice is not required for emergency entrance onto the Common Areas. Fire, police, health, sanitation, medical, ambulance, school buses, utility company, mail service and other public or quasi-public emergency and service personnel and their vehicles shall have an easement for ingress and egress over and across all roads or drives within the Property for the performance of their respective duties.

Section 3.6 – Drainage Rights and Authority to Transfer Drainage and other Easement Rights to City or County

The Developer, each Owner, the Association and the City shall have the non-exclusive right and easement in common to utilize the waterways, courses, storm sewers, drainage pipes and retention basins in, over and upon the Common Areas for the purposes of drainage of surface waters on the Property, said rights-of-ways and easements being hereby established for said purpose. It shall be the obligation of the Association to properly maintain, repair, operate and control such drainage system on the Common Areas unless such drainage system is otherwise the responsibility of the Waterbury Association or the City. Notwithstanding the foregoing, the City shall have the right to maintain, repair, operate and control such drainage system in the event the Association fails to do so, in which event the City shall charge the Association the reasonable costs of such maintenance, repairs or operations.

Developer and (after transfer of the Common Areas) the Association shall have the right to grant easements for the installation and maintenance of sanitary sewers, storm sewers, drainage, and swales to the City, subject to approval of the City. No owner shall in any way hinder or obstruct the operation or flow of the drainage system. No structures (including, but not limited to, sidewalks and driveways), plantings or other materials shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas or which may change, retard or increase the flow of water through the respective easement areas. The easement areas and all improvements therein shall be maintained continuously by the Association unless those easement areas are accepted by the City and by formal action of the City.

Section 3.7 – Easements for Community Signs

Easements are created over the Common Areas to install, maintain, repair, replace and illuminate signs that are for the general benefit of the Property or for the identification of Pioneer Ridge. The type, size and location of the signs shall be subject to the approval of the Design Review Committee and subject to the laws of the City, County, and other governmental authorities having jurisdiction.

Section 3.8 – Easement to Maintain Sales Offices, Models, etc.

Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and sale of Living Units by the Developer or an Affiliate of the Developer is continuing within the Property, it shall be expressly permissible for the Developer to maintain and carry on upon portions of the Common Areas and/or Sublots such facilities and activities as,

in the sole opinion of the Developer, may be reasonably required, convenient, or incidental to the construction or sale of Living Units within the Property, including, but not limited to, administrative/customer services, trailers for sales/construction office purposes, parking areas, parking signs, identification signs, model units, and sales and resales offices, and the Developer, its guests, licensees and invitees shall have an easement for access to all such facilities. The right to maintain and carry on such facilities and activities shall specifically include the right of the Developer to use Living Units owned by the Developer as models and/or construction and/or sales offices. Developer further reserves the right and easement for itself and its successors, assigns, contractors, materials suppliers and others performing work and furnishing materials to construct Living Units and other improvements upon the Property, to perform warranty work on Living Units and other improvements upon the Property, to conduct business and carry on construction/site development activities during business hours that are customary within the City. This Section may not be amended or modified without the express written consent of the Developer.

Section 3.9 – Landscaping, Snow Plowing and Maintenance Easements

There is hereby reserved for the benefit of the Association and its agents, employees, successors and assigns an alienable, transferable, and perpetual right (but not the obligation) and easement to enter upon any Sublot for the purpose of maintaining reasonable standards of health, fire safety, and appearance within the Property, provided that such right and easement shall not impose any duty or obligation upon Developer or the Association to perform any such actions except as otherwise provided herein; and provided, further, that in exercise of its rights hereunder the Association shall be entitled to be reimbursed by the Owner of the Sublot pursuant to Section 6.4 hereof.

There is further hereby reserved for the benefit of the Association and its agents, employees, successors and assigns an alienable, transferable, and perpetual right and easement to enter upon any Sublot for the purposes of maintaining and replacing Association Landscaping, for snow removal from private driveways, and for the performance of Attached Home Exterior Maintenance Services, all as provided in Section 6.4 herein.

Section 3.10 – Easements for Encroachments

If by reason of the construction, repair, restoration, partial or total destruction and rebuilding, or settlement or shifting of any of the Living Units, any part of a Living Unit shall encroach upon any part of the Common Areas, upon any part of an adjacent Sublot or Living Unit, or upon a setback line shown on a plat, easements in favor of the Owner of the encroaching Living Unit are hereby established for the maintenance of such encroachment; provided, however, in no event shall a valid easement for any encroachment be created in favor of an Owner if such encroachment occurs due to his or her willful conduct.

Section 3.11 – Environmental Easement

There is hereby reserved for the benefit of Developer, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement on, over, and across the Common Areas and the vacant portions of a Sublot for the purpose of taking any action necessary to effect compliance with the environmental rules,

regulations, and procedures from time-to-time promulgated or instituted by the Board, the Design Review Committee, or by any other governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides and the right to maintain designated "wetland" areas, if any.

Section 3.12 – Scope of Easements and Dedication of Utilities

As the improvements to be located within the Property for the easement rights granted or reserved under Sections 3.1 and 3.2 above are definable within specific areas, the Developer or the Association (with the Developer's prior written consent, so long as Developer is a Class "B" Member) shall have the right (but not the obligation) to: (a) limit such easements to specific areas and purposes, and record a document or documents releasing the balance of the lands from the burden of such easements; and/or (b) record a plat or other document(s) setting forth the specific areas subjected to such easements; and/or (c) dedicate to public or private use specific areas (and the improvements contained therein) within the Property to meet the requirements of the City, the County, or other public authorities having jurisdiction over the same. The Developer or the Association may exercise any of such rights without the necessity of obtaining the consent or approval of Owners or other Persons for whose benefit the easement rights are granted or reserved.

Section 3.13 – Easements To Run With the Land

All easements and rights described herein are easements appurtenant to the Property (including the Living Units) and the Common Areas, shall run with said lands perpetually, and at all times inure to the benefit of and be binding upon the Developer, its successors and assigns, and any Owner, Tenant, Occupant, purchaser, mortgagee, the City, the County 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 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 property, or any portion thereof, and to reserve to the grantor or lessor therein, their successors and assigns, as easements appurtenant to the remainder of such properties, easements created by this Declaration for the benefit of any Owner, Tenant, Occupant, purchaser, mortgagee, the City or County, or other Person in respect to any portion of the property as fully and completely as though such easements and rights were recited fully as set forth in their entirety in such document.

ARTICLE IV
OWNERSHIP AND OPERATION OF COMMON AREAS

Section 4.1 – Conveyances of Common Areas

Developer shall convey the Common Areas to the Association free and clear of any liens and encumbrances other than those existing at such time Developer took title to such Common Areas, this Declaration, and those encumbrances permitted hereunder. Such conveyance shall be by limited warranty deed and shall have priority over all liens and encumbrances whatsoever except the easements, covenants, restrictions and provisions of 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 ordinances, if any. The Association shall hold title to said parcels subject to the provisions of this Declaration.

Section 4.2 – Use of Common Areas

Any Owner may delegate, in accordance with the Code of the Association and subject to the Rules 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 or Tenants of any leased Living Unit.

Section 4.3 – Alterations to Common Areas

All alterations to the Common Areas, including, but not limited to, installation of any improvements, construction of any building or structure, or planting, trimming, or maintenance of any landscaping, lawn or trees, shall be made or done solely by or at the direction of the Association (or the Developer, prior to the conveyance of the Common Areas to the Association or at its election pursuant to an easement granted hereunder), and no such alterations shall be permitted to be completed by any Owner (other than Developer) or Occupant unless expressly permitted by the Board in writing.

ARTICLE V
THE ASSOCIATION

Section 5.1 – Existence

The Association is an Ohio not-for-profit corporation.

Section 5.2 – Membership and Voting Rights

a) Classes of Membership

The membership of the Association is and shall be divided into two (2) classes:

(1) **Class "A" Membership.** Each Owner of a Sublot or Living Unit, with the exception of the Developer, shall automatically be a Class "A" Member of the Association. Class "A" members shall be entitled to one (1) vote for each Sublot in which they hold the fee simple interest or interests. All Owners shall be Members of the Association. Class "A" Membership is appurtenant to the ownership of each Sublot and shall not be separable from the ownership of any Sublot and shall be deemed to have been terminated with any voluntary or involuntary conveyance of any Sublot, whether or not such membership is expressly referred to in the instrument effecting such conveyance, at which time the new Owner or other successor-in-interest shall immediately and automatically become a Member of the Association with all rights and responsibilities relative thereto. No Owner, whether one or more persons, shall have more than one membership per Sublot owned.

(2) **Class "B" Membership**. The Developer shall automatically be the sole Class "B" Member of the Association.

b) **Voting Rights**

(1) **Class "A" Member**. Class "A" Members shall be entitled to one (1) equal vote for each Sublot in which they hold the interest required for membership under Section 5.2(a)(1) hereof. There shall be only one (1) vote for each Sublot. In any situation where a Class "A" Member is entitled to exercise a vote and more than one (1) Person holds the interest in such Sublot required for membership, the vote for such Sublot shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the vote of the Sublot shall be suspended if more than one (1) Person seeks to exercise it. In the case of a Sublot owned or held in the name of a corporation, partnership, limited partnership, limited liability company, trust or other entity, a certificate signed by such Owner shall be filed with the Secretary of the Association naming the Person authorized to cast a vote for such Sublot, which certificate shall be conclusive until a subsequent certificate is filed with the Secretary of the Association. If such certificate is not on file, the vote of such entity shall not be considered, nor shall the presence of a person purporting to act on behalf of such entity at a meeting be considered in determining whether the quorum requirement for such meeting has been met. When a fiduciary or other legal representative of an Owner has furnished to the association proof of such Person's authority, such Person may vote as though he or she were the Owner.

(2) Class "B" Member. The Class "B" member shall be the Developer, and shall be entitled to three (3) votes for each Sublot owned. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier: (i) when the total votes outstanding in the Class "A" membership exceed the total votes outstanding in the Class "B" membership, or (ii) ten (10) years from the date of the filing of this Declaration, or (iii) when the Developer so elects, in its sole discretion.

For purposes of determining the number of votes allowed under this Section with respect to land of the Property which has not yet been subdivided into Sublots, the total number of Sublots shall be 1000, which is the total number of Living Units Developer intends to develop within the Property and the Additional Property. If Developer at any time makes a final determination that more or less than 1000 Living Units will be constructed within the Property and any Additional Property, Developer may amend this Section 5.2(b) pursuant to Section 16.12 herein to reflect the actual number of Living Units to be constructed.

Section 5.3 – Board and Officers of the Association

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

Section 5.4 – 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 Association shall have the right:

a) To borrow money from time to time for the purpose of improving the Common Areas, and, with the assent of two-thirds (2/3rds) of each class of Members, secure said financing with a mortgage or mortgages upon all or any portion of the Property owned by the Association in accordance with the Articles and Code and subject to the provisions of this Declaration.

b) To take such steps as are reasonably necessary to protect the Common Areas from foreclosure.

c) To convey the Common Areas, or a portion thereof, to a successor; provided, however, that any such conveyance shall require the vote of seventy-five percent (75%) of each of the Class "A" and Class "B" Members, and provided that such successor shall agree, in writing, to be bound by the easements, covenants, restrictions and agreements of this Declaration, and provided further that if ingress and egress to any Sublot is through any Common Area, such conveyance shall be subject to the Owner's easement of ingress or egress; and provided, further, however, that any transfer of any Common Area shall require the prior approval of the City.

d) To enter or authorize its agents to enter on or upon the Property, or any part thereof, when necessary in connection with any maintenance, repair or construction for which the 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 Association.

e) To grant, obtain, or dedicate to public use easements and rights-of-way: (i) for access and easements for the construction, extension, installation, maintenance or replacement of utility services and facilities, or (ii) to or from a public or governmental authority, and to or from any body or agency which has the power of eminent domain or condemnation over any portion of the Property; provided, however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer be signed by two-thirds (2/3rds) of the Members has been recorded.

f) To take all such actions and enforce all such rules and regulations as reasonably required to allow Pioneer Ridge to continue to maintain its status as "Housing For Older Persons" under the provisions of the Fair Housing Act, as the same may be amended from time to time.

ARTICLE VI
RESPONSIBILITIES OF THE ASSOCIATION

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

Section 6.1 – Maintenance of Areas of Common Responsibility

The Association shall maintain the Areas of Common Responsibility in a clean, safe, neat, healthy and workable condition, and in good repair, and shall promptly make all necessary repairs and replacements, structural and nonstructural, ordinary as well as extraordinary, subject only to the provisions of this Declaration. The Association may provide equipment and supplies necessary for the maintenance (including landscape maintenance) and enjoyment of Common Areas. Portions of the Common Areas including Open Space may be left in their natural state. The Board of the Association has the right to set aside portions of the Common Area to be left to grow in their natural state. The Association is under no obligation to clear, trim, mow, fertilize or otherwise maintain the natural vegetation in such natural areas. All work performed by the Association under this Article shall be performed in a good and workmanlike manner. The following are included among such Areas of Common Responsibility:

a) **Entrance Areas**. To operate, and to maintain, repair and replace, any now-existing or hereafter-created Entrance area at, or in the vicinity of, any entrance to the Property from public or private roads, and all associated landscaping and other related facilities such as walkways, benches, sprinkler systems, signs, lighting, traffic control devices, decorative or screening walls and fences, ponds and fountains and pumps situated at or in the vicinity of the Entrance. Natural areas adjacent to any entrances may remain so, in accordance with the provisions of Section 6.1(i) below.

b) **Fences, Walls and Other Structures**. To maintain, repair and replace any fences, walls, gates and other structures, if any, situated within the Common Areas.

c) **Berms Along Public Roads**. With respect to the berms (including berms within the public right-of-ways) and landscaping thereon which are desired or required to be maintained adjacent to the perimeter of the Property to maintain such berms, and any landscaping on such portions of such berms, in good and attractive condition.

d) **Landscape Easement Areas**. To maintain in good and attractive condition all parts of any landscaping now or hereafter within areas adjacent to or within islands within any public roadways over which a landscape easement is granted to the Association by plat or other document.

e) **Association Landscaping**. To maintain and replace all Association Landscaping within the Common Areas.

f) **Snow Removal**. To remove snow from all driveways, sidewalks, and parking spaces and lots within the Common Areas, and snow plowing of private driveways, front of house service walks, and front stoops serving Living Units located within Sublots (but not including snow removal from patios, or any other area within a Sublot). The

Association shall not be required to remove snow from walking trails located within the Community. Additionally, the Association shall not be required to use a deicing agent.

g) **Drainage System**. To maintain all lakes, canals, piping, culverts, drains and other facilities now or hereafter situated upon any portion of the Property that are not the responsibility of the City or the Waterbury Association and which are intended for the collection, retention, detention, transmittal or disposal of storm-water in clean and sanitary condition and in good order and repair and to make all replacements and renewals necessary to so maintain the same. The cleaning, maintenance and repair of gutters, downspouts, and associated drains attached to Detached Homes are the responsibility of the Owners of such Detached Homes.

h) **Lighting**. With respect to all parts (including, but not limited to, poles, standards, fixtures) of a lighting system (if any) which may be installed by or at the direction of the Developer or the Association in the Common Areas, to maintain the same in good order and condition, to make all replacements and renewals necessary to so maintain the same. Each Owner shall pay the cost of operating any and all lights on such Owner's Sublot, and Owners of Detached Homes shall maintain the same in good order and working condition, making all necessary replacements and repairs thereto.

i) **Common Areas**. To maintain the Common Areas (including Open Spaces) and all improvements and landscaping therein in good and attractive condition, for the use and enjoyment of Owners. To maintain (including snow removal), repair and replace off-street parking spaces (if any), mail kiosks (if any), sidewalks within Common Areas. The obligations set forth in this subsection shall be deemed to run with and burden the party accepting any such deed and title to the Common Area. No clearing of vegetation shall occur within Open Spaces other than as reasonably required for the construction and maintenance of walking trails within the Open Spaces, if any. Portions of the Common Areas including Open Spaces which have been left in their natural state may remain in their natural state, and the Association is under no obligation to clear, trim, mow, fertilize, or otherwise maintain the natural vegetation in such areas.

j) **Community Signs**. To install, maintain, repair, and replace (where applicable) all signs located on any portion of the Property installed by the Association or the Developer.

Section 6.2 – Taxes and Assessments

The Association shall pay all taxes and assessments levied against portions of the Property owned by the Association.

Section 6.3 – Utilities

The Association shall pay all charges for water, sewer, electricity, light and other services used, rented, or supplied to or in connection with any property owned and/or operated by the Association. All such utility services shall be contracted for, metered and billed by and through the Association.

Section 6.4 – Exterior Maintenance of Living Units

a) **Detached Homes.** Each Owner of a Detached Home is responsible for the exterior maintenance, repair and replacement of such Owner's Living Unit and improvements within the Sublot upon which such Living Unit is situated (except Association Landscaping which shall be maintained by the Association, as provided below). The Association shall not be responsible for maintaining driveways and sidewalks. If an Owner fails to perform such maintenance, repair or replacement obligations, in a manner satisfactory to the Board, the Association, after approval by two-thirds (2/3rds) of the members of the Board, shall have the right (but not the obligation) to make any such repair or replacement and the cost of such repair and replacement shall be added to and become part of the Assessment for which such Living Unit is subject. For the purpose solely for performing any rights granted to the Association by this Section, the Association, through its duly authorized agents, employees and contractors, shall have the right and license, after reasonable notice to an Owner, to enter upon any Sublot at reasonable hours.

b) **Attached Home Exterior Maintenance Services.** The Association shall keep the exterior features and materials of all Attached Homes in good condition and repair, "exterior" being defined generally as from the outside surface of the exterior wall or roof sheathing outward (not including such sheathing), including face brick; vinyl siding; trim; roofing shingles, membranes, and underlayment; roof flashing; vents; railings; steps; the cleaning, repair, maintenance and replacement of gutters and downspouts; and all other exterior improvements. Except, the Association shall not be responsible for maintaining window systems (including glass, hardware and screens), door systems (including garage and patio doors, and all associated glass and hardware), subsurface improvements light fixtures (attached to the building or post mounted within a Sublot, and including light bulbs), exterior installations of mechanical and plumbing systems (including air conditioning compressors and hose connections), patios and decks, driveways and sidewalks. Each Owner of an Attached Home shall be separately and individually liable for the expenses of any maintenance, repair or replacement (or payment of any deductible amount required by any insurance policy) rendered necessary by his or her negligence or by that of any member of his or her family or his or her or their guests, employees, agents or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association, which liability shall include, but not be limited to, replacement of glass or screens within windows or doors when broken by such parties, and the Association may levy an Attached Home Assessment as necessary to complete such repairs required due to such negligence solely against the Owner of the damaged Attached Home. The Association shall not be responsible for the cleaning of any glass within windows or doors. The Association shall not be responsible for any interior maintenance of the Living Unit.

c) **Maintenance of Association Landscaping Within Sublots.** The Association shall maintain all Association Landscaping within Sublots to such standards as the Board shall determine, which maintenance shall include lawn mowing and fertilizing, and plant and tree trimming. Plant and tree replacement shall be made in a manner that is consistent with the overall community design and consistent with the type of trees and plants that are typically installed when a new Living Unit is delivered to the Owner. The

Association maintenance shall not include watering of any Sublot lawns. The expense of maintenance of Association Landscaping within Sublots shall be paid by all Living Unit Owners through Landscape Assessments. The expense of maintenance of Association Landscaping within Attached Home Sublots beyond the landscaping maintenance afforded to Detached Living Unit Owners shall be paid by all Attached Home Living Unit Owners through Attached Home Assessments.

Section 6.5 – Attached Home Insurance

a) **Casualty Insurance for Attached Homes.** The Association shall carry, as a separate policy from that required under Section 6.6 below, casualty insurance on all insurable fixtures and improvements comprising an Attached Home or constructed within a Sublot on which an Attached Home is constructed, other than furnishings and other personal property of an Owner (the "**Attached Home Insurance**"). Each Attached Home Owner may separately insure the personal property kept within their home or on their Sublot. The burden shall be upon each Attached Home Owner to determine which property located within the bounds of such Owner's Living Unit shall be insured as personal property under their own casualty insurance policy. The Attached Home Insurance to be purchased hereunder by the Association shall be in an amount not less than one hundred percent (100%) of the insurable replacement cost of such improvements, with a "Guaranteed Replacement Cost Endorsement" (excluding excavation and foundation costs and other items normally excluded from coverage), as determined by a qualified appraiser, the amount determined and the insurance to be reviewed annually and adjusted if necessary. The burden shall be upon each Attached Home Owner to inform the insurance carrier and the Association of all improvements made to their Attached Home or Sublot which may increase the replacement cost thereof, or casualty coverage for such increased replacement cost will not be provided. The cost of the appraisal shall be an Attached Home Expense. Such Attached Home Insurance shall include the following coverages:

(1) loss or damage by fire and other hazards covered by the standard extended coverage endorsement;

(2) if reasonably available, a "Construction Code Endorsement" or its equivalent, a "Demolition Cost Endorsement" or its equivalent, an "Increased Cost of Construction Endorsement" or the equivalent, a "Contingent Liability from Operation of Building Laws Endorsement", or its equivalent, and an "Agreed Amount and Inflation Guard Endorsement" or its equivalent; and

(3) such other risks (including flood insurance if such insurance is available) as from time to time customarily shall be covered with respect to buildings similar to the Attached Homes in construction, location and use, including, but not limited to, debris removal, vandalism, malicious mischief, windstorm and water damage.

The Attached Home Insurance shall be subject to such deductible amounts as the Board shall reasonably determine, provided, however, such deductible amounts shall not exceed the lesser of Five Thousand Dollars ($5,000) or one percent (1%) of the policy amount. Each Attached Home Owner shall be responsible for payment of all deductible amounts

payable by reason of a claim for casualty or damage to their Living Unit, and, in the event of claims for damage to more than one Living Unit, each such Owner shall pay such deductible amount in such proportion that the dollar value of the damage to his or her Living Unit bears to the total dollar value of damage to all Living Units damaged under such claim.

The Attached Home Insurance shall provide that the coverage thereof shall not be terminated for non-payment of premiums without at least ten (10) days' written notice to the Attached Home Owners, the Association and to each Eligible Mortgage Holder. The Attached Home Insurance shall be purchased by the Association for the benefit of the Developer, the Association, the Attached Home Owners, and their respective Eligible Mortgage Holders, as their interests may appear, and shall provide (i) for the issuance of certificates of insurance with mortgagee endorsements to the Eligible Mortgage Holders, if any; (ii) that the insurer waives its rights of subrogation against Owners and Occupants of Attached Homes, and the Association; (iii) that the insurance will not be prejudiced by any acts or omissions of Attached Home Owners that are not under the control of the Association; and (iv) the policy is primary, even if an Owner has other insurance that covers the same loss. The Attached Home Insurance and any endorsements thereto shall be deposited with the Association or with the Insurance Trustee (as hereinafter defined), if one is appointed, who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the provisions hereof. The Attached Home Insurance shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association as exclusive agent for each of the Owners and each holder of a mortgage or other lien on any Attached Home unless the Board determines to appoint an Insurance Trustee in accordance with the provisions of this Declaration. The Attached Home Insurance shall be written with a company licensed to do business in Ohio and holding a rating of B/VI 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.

b) **Insurance Provided by Attached Home Owners.** Each Owner of an Attached Home shall, at his or her own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of his or her Living Unit and Sublot, Each Owner of an Attached Home may, at his or her own expense, obtain insurance covering the contents of his or her Living Unit, the foregoing including, but not limited to, furniture and any personal property which he or she stores within the Living Unit or elsewhere on his or her Sublot, and may obtain casualty insurance affording coverage upon his or her Living Unit and property inasmuch as the same may not be insured by the Association, but such casualty insurance shall provide that it shall be without contribution as against the Attached Home Insurance purchased by the Association or shall be written by the carrier of such Attached Home Insurance and shall contain the same waiver of subrogation as that referred to in subsection 6.5(b) above.

c) **Insurance Trustee.** If the amount of a loss insured by the Attached Home Insurance exceeds $100,000, the Board shall designate and appoint an insurance trustee who shall be a bank in the Lorain County area having trust powers and total assets of more than $50,000,000. (Such trustee shall be herein referred to as the "**Insurance Trustee**".) The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the

Attached Home Insurance policy, nor for the sufficiency of coverage, nor for the form or contents of the Attached Home Insurance policy, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the Attached Home Owners, and their respective mortgagees.

d) **Responsibility for Reconstruction or Repair.**

(1) If any portion of the Attached Homes shall be damaged by perils covered by the Attached Home Insurance policy, the Association shall cause such damaged portion(s) to be promptly reconstructed or repaired to the extent of the funds made available to the Association (or the Insurance Trustee if one has been appointed), as hereinafter provided, and any such reconstruction or repair shall be substantially in accordance with the original construction.

(2) Each Attached Home Owner shall be responsible for the repair of his or her Living Unit after a casualty that is not covered by the Association's Attached Home Insurance policy.

e) **Procedure for Reconstruction or Repair.**

(1) Immediately after a casualty causing damage to any portion of the Attached Homes, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as the condition of the property before the casualty. Such costs may include professional fees of public adjuster firms and others and premiums for such bonds as the Board deems necessary.

(2) If the proceeds of the Attached Home Insurance policy are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any,) one or more special assessments shall be made against the Owners of the damaged Living Units in sufficient amounts to provide funds for the payment of such costs, and the proceeds of such special assessments shall be deposited with the Association or the Insurance Trustee, as the case may be.

(3) The proceeds of the Attached Home Insurance policy and the sums deposited from collections of special assessments against Owners of Attached Homes on account of such casualty, shall constitute a construction fund which shall be disbursed to the Association or the Insurance Trustee, as the case may be, and be applied to the payment of the cost of reconstruction and repair of the damaged Living Units that is covered by the Attached Home Insurance policy from time to time as the work progresses, but not more frequently than once in any calendar month. The Association or the Insurance Trustee, as the case may be, shall make such payments upon receipt of a certificate, dated not more than fifteen (15) days prior to such request, signed by the architect or contractor in charge of the work, who shall be selected by the Association, setting forth (a) that the sum then requested is justly due to contractors, subcontractors, materialmen, architects, or

other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials, and that the sum requested does not exceed the value of the services and materials described in the certificate, (b) that except for the amount stated in such certificates to be due as aforesaid less any prescribed holdback of funds, and for work subsequently performed, there is no outstanding indebtedness known to the person signing such certificate after due inquiry which might become the basis of a vendor's, mechanic's, materialmen's or similar lien arising from such work, and (c) that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining in the hands of the Association or the Insurance Trustee, as the case may be, after the payment of the sum so requested. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in any construction fund after payment of all costs of the reconstruction and repair for which the fund is established (the "**Excess Balance**"), the Excess Balance shall be distributed to the Owners of the damaged Living Units. The distribution of the Excess Balance shall be in the shares that the estimated costs of reconstruction and repair for each damaged Living Unit bears to the total of these costs for all damaged Living Units. If there is a mortgage upon a Living Unit, the distribution of the Excess Balance shall be paid to the Owner thereof and the mortgagee thereof jointly, and they may use the proceeds as they may determine.

(4) The Insurance Trustee (if any) may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

(5) Each Owner shall be deemed to have delegated to the Board his or her right to adjust with insurance companies all losses under the Attached Home Insurance policy.

f) **Minor Repairs**

(1) Notwithstanding the foregoing provisions of this Article, if the aggregate amount of the estimated costs of repairing any damage to Attached Homes is less than One Hundred Thousand Dollars ($100,000), the instrument (or draft) by means of which any insurance proceeds are paid shall be delivered to the Association and the damage shall be repaired in accordance with subsection 6.6(f)(2) below.

(2) Such insurance proceeds shall be used by the Association to defray the cost of repairing the damage to the portions of the Attached Homes that are covered by the Attached Home Insurance policy. If the cost of such repairs is less than the amount of such insurance proceeds, the Excess Balance shall be distributed to the Owners of the damaged Living Units in accordance with subsection 6.6(e)(3) above. The distribution shall be in the shares that the estimated costs of reconstruction and repair for each damaged Home bears to the total of these costs for all damaged Living Units. If there is a mortgage upon a Living Unit, the

distribution of the Excess Balance shall be paid to the Owner thereof and the mortgagee thereof jointly and they may use the proceeds as they may determine. If the cost of such repairs exceeds the amount of such insurance proceeds, such excess may be provided either by means of a Special Assessment levied by the Board against all Owners of damaged Living Units or by means of an appropriation from the contingency fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the Attached Homes, as the Board may determine.

g) **Negligence of an Owner** Each Owner shall be liable for the expenses of any maintenance, repair or replacement (or payment of any deductible amount required by any insurance policy) rendered necessary by his or her negligence or by that of any member of his or her family or his or her or their guests, employees, agents or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his or her use, misuse, occupancy or abandonment of his or her Living Unit or its appurtenances or of the Common Areas.

h) **Waiver of Subrogation** Each Person as a condition of accepting title and/or possession of an Attached Home and the 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 Attached Home or improvement within an Attached Home Sublot, 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.

Section 6.6 – Common Area Insurance

a) **Insurance.** The insurance which shall be carried upon the Common Areas shall be governed by the following provisions:

(1) **Casualty Insurance**. The Association shall carry casualty insurance on all insurable improvements comprising the Common Areas and all personal property as may be owned by the Association and for which the Association is responsible. Such insurance shall be written in the name of, and the proceeds thereof shall by payable to the Association.

(2) **Liability Insurance**. The Association shall insure itself, the members of the Board, the Owners and Occupants of Living Units against liability for personal injury, disease, illness or death, and for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Common Areas, including, without limitation, water damage, legal liability, hired automobile, non-owner automobile and off-premises employee coverage, such insurance to afford protection to a limit of not less than One Million Dollars ($1,000,000) in respect to: (i) personal injury, disease, illness or death suffered by any one person, (ii) any

one occurrence, and (iii) damage to or destruction of property arising out of any one accident. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Owners as a group to an individual Owner. In the event the insurance effected by the Association on behalf of the Owners and Occupants of Living Units against liability for personal injury or property damage arising from or relating to the Common Areas shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a Common Expense. The Association shall also obtain directors and officers liability coverage, if reasonably available.

(3) **Fidelity Bonds or Insurance**. If available at a reasonable cost, a fidelity bond or fidelity insurance indemnifying the Association, the Board, and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association, or of any other person handling the funds of the Association, the Board, or the Owners in such amount as the Board shall deem desirable, but in no event shall the amount of the bond or limit of insurance be less than an amount equal to three (3) months' Assessments. The fidelity bond or fidelity insurance policy shall name the Association as the obligee or insured, as the case may be, and the premium for such bond or insurance policy shall be a Common Expense. Such bond or insurance policy shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond or insurance policy shall provide that it may not be cancelled for non-payment of any premiums or otherwise substantially modified without ten (10) days prior written notice to the Association and to all Eligible Mortgage Holders.

(4) **Flood Insurance**. The Association shall carry flood insurance on all insurable improvements comprising the Common Areas if located within a flood plain and floodway, as defined by currently effective federal law or regulation.

(5) **Premiums.** Premiums upon insurance policies purchased by the Association shall be assessed as Common Expenses.

(6) **Rating of Insurance Company.** All policies for insurance of the Association shall be written with a company licensed to do business in Ohio and holding a rating of B/VI or better in the Financial Category as established by A.M. Best Company, Inc. if reasonably available, or, if not reasonably available, the most nearly equivalent rating.

(7) **Annual Review of Policies**. All policies for insurance shall be reviewed annually by the Board to determine whether the coverage contained in the policies is sufficient to make any and all necessary repairs or replacement of the Property which may be damaged or destroyed.

b) **Waiver of Subrogation**. Each Person as a condition of accepting title and/or possession of a Living Unit and the 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.

Section 6.7 – Management

The Association shall provide the management and supervision for the operation of the Areas of Common Responsibility. The Association shall establish and maintain such policies, programs, and procedures, and shall perform and carry out all other duties and acts reasonably necessary to give effect to and to fully implement this Declaration for the purposes intended, and for the benefit of the Members, and may, but shall not be required to:

a) Adopt Rules;

b) Engage employees, volunteers and agents, including, but not limited to, security personnel, attorneys, accountants, activities director(s), 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 shall 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. No management agreement or renewal thereof shall be for a period longer than three (3) years (subject to the right of either party to terminate the management contract without cause and without payment of a termination fee, upon ninety (90) days written notice to the other party).

Section 6.8 –Enforcement

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

Section 6.9 – Rules and Regulations

The Association, through the Board, may make and enforce Rules governing the Areas of Common Responsibility, which Rules 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. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Impositions of sanctions shall be as provided in the Code. An Owner shall be subject to the foregoing sanctions in the event of a violation by such Owner, his or her family, guests, Tenants, or co-Owners, or the family, guests or Tenants of such co-Owners. Furthermore, the Association may enforce City resolutions or ordinances through the Board to the extent permitted by law, by contract, or other agreement. The Association shall cooperate with the City, County or other governmental authority having jurisdiction to enforce ordinances or resolutions on the Property for the benefit of the Association and its Members.

Section 6.10 –Developer's Rights

During the Class "B" Control Period, the Developer shall exercise all or any of the powers, rights, duties and functions of the Association, 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 the Developer's blanket policy (if any), the right to perform each duty and obligation of the Association set forth herein, the right to collect Assessments and disburse all funds of the Association, and the right to place a lien (and to foreclose said lien) on a Living Unit for unpaid Assessments in the manner and to the extent granted to the Association as herein provided.

Section 6.11 – Upgrading

The Association may continuously attempt to upgrade the Areas of Common Responsibility for the good and welfare of all of its Members. In so doing the 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 6.12 – Housing for Older Persons

Pioneer Ridge is intended to provide housing primarily for persons 55 years of age or older, subject to the rights of the Developer as provided in Section 3.8 herein. The Property shall be operated as an age restricted community in compliance with the provisions of the Fair Housing Act, as the same may be amended from time-to-time, and all applicable federal, state, and local laws and regulations. No person under 19 years of age shall stay overnight in any Living Unit for more than ninety (90) days in a consecutive twelve (12) month period. Subject to Section 3.8, each Living Unit Unit, if occupied, shall be occupied by at least one (1) Age Qualified Occupant; provided, however, that once a Living Unit is occupied by an Age-Qualified Occupant, other Occupants of that Living Unit may continue to occupy the Living Unit, regardless of the termination of the Age-Qualified Occupant's occupancy. Notwithstanding the foregoing, at all times at least eighty percent (80%) of the occupied Living Units within the Property shall be occupied by an Age-Qualified Occupant. The Association and the Board shall establish policies and procedures from time-to-time as necessary for Pioneer Ridge to maintain its status as Housing for Older Persons as provided by the Fair Housing Act. The Association shall provide, or contract for the provision of, those facilities and services designed to meet the physical and social needs of older persons as may be required under ll applicable federal, state, and local laws and regulations. The provisions of this Section may be enforced by the Association by an action in law or in equity, including, without limitation, an injunction requiring specific performance hereunder.

Section 6.13 – Sales By Developer

Notwithstanding the restriction set forth in Section 6.12, Developer reserves the exclusive right to sell Living Units to Persons between the ages of 50 and 55, inclusive years of age; provided, such sales shall not affect the Property's compliance with all applicable state and federal laws under which the Property may be developed and operated as an age-restricted community.

ARTICLE VII
COVENANTS AND RESTRICTIONS

The intent of this Declaration is to cause the Property to be kept and maintained as a high quality age-restricted community. Therefore, the covenants and restrictions provided in this Article shall be applicable to the Owners, Land Contract Vendees, Lessees, Tenants and Occupants of the Property. The following Covenants and Restrictions shall be broadly construed and interpreted in furtherance of this intent. The Association, acting through its Board, or any Owner, shall have the standing and power to enforce such standards and to make and to enforce additional standards and restrictions governing the use of the Property in addition to those contained herein.

Section 7.1 – Covenant of Good Maintenance

Each Owner and Occupant shall maintain the interior of such Owner's Living Unit, and each Owner and Occupant of a Detached Home shall maintain the exterior and Sublot of such Owner's Living Unit in good condition, and each shall keep the adjacent Common Areas free from debris, rubbish, rubble and other conditions created by such Owners or Occupants or their guests. Each Owner shall be responsible for the maintenance, repair and replacement of the water line/or sanitary sewer line exclusively serving his or her Living Unit. Each Owner and Occupant shall keep the walks leading from the front and rear of the Living Unit to the driveway and any patios, decks, stoops, and steps free of unreasonable accumulations of snow and ice. The Association shall have no responsibility for snow removal from such areas.

Section 7.2 – Trailers, Sheds and Temporary Structures

No temporary buildings, trailer, recreation vehicle, garage, tent, or any similar structure shall be used, temporarily or permanently, as a residence or office on any part of the Property at any time. Recreational vehicles shall not be parked in a driveway for more than twenty-four (24) hours in a seven (7) day period for the express purpose of loading or unloading. A recreational vehicle shall not be used as a residence during the period it is parked in a Sublot driveway. Subject to City regulations, Developer shall have the right to maintain a temporary trailer on the property in accordance with Section 3.8 hereof. No shack, barn or shed shall be permitted on the property in accordance with Section 3.8 hereof. No shack, barn, shed or gazebo shall be permitted on any Sublot.

Section 7.3 – Fences, Walls and Jungle Gyms

Fences, walls and/or jungle gyms of any kind shall not be erected, begun or permitted to remain on any portion of a Sublot unless approved by the Design Review Committee or unless originally constructed by the Developer. Such additions are also subject to approval of the City. No fence or wall shall exceed four feet (4') in height, and must be situated directly behind the rear elevation of the home. No yard fences shall be permitted. Fencing for hot tubs may be permitted with the approval of the Design Review Committee. Fencing for hot tubs must be constructed of iron, steel, or aluminum fencing. No chain link fences shall be permitted. In the Common Areas, fences or walls up to six feet (6') in height (or higher if required by the City of North Ridgeville) may be used to screen and create a privacy between commercial or institutional developments, streetscape, and residential areas of Pioneer Ridge.

Section 7.4 – 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 Living 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 except that the Board's determination shall not bind the City or other governmental agency in enforcing nuisance laws.

Section 7.5 – Animals

No animals, livestock, reptiles, insects, spiders, arachnids, ferrets, monkeys, or poultry of any kind shall be raised, bred or kept on any portion of the Property (including the Living Units situated thereon) without the approval of the Board, except that dogs, cats, birds and other customary 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 (3) days written notice from the Board. Each Living Unit shall be permitted up to a total of three (3) dogs, three (3) cats, or a combination of dogs and cats not to exceed three (3) in total, no more than two (2) birds, and a reasonable number, as determined by the Board, of other usual and common household pets, subject to compliance with applicable local codes. The Board, in its sole discretion, may allow new Owners whose number of pets at the time of move-in exceeds the permitted number of pets as defined in this Section, to retain those pets in the Living Unit until the pets expire or otherwise permanently leave the Living Unit. The purpose of this section is to allow new Owners to bring their current pets with them to Pioneer Ridge. It is a "grandfather clause" only, and is not intended to allow any Owner to keep more than the permitted number of pets, as defined in this Section, in the Living Unit after the "grandfathered" pets have expired or otherwise permanent left the Living Unit. Dogs shall at all times whenever they are outside a Living Unit be confined within a fenced-in area (including an invisible fence) or on a leash held by a responsible person. Pet owners shall immediately pick up and properly dispose of any pet waste deposited upon any portion of the Property. Homeowners who receive approval from the Design Review Committee to install an invisible fence shall immediately replace, repair, and restore any portion of the Property, including but not limited to landscaping, lawn and underground utilities, that is disturbed during the installation of the invisible fence. Such replacement, repair and restoration shall return the Property to condition it was in immediately prior to the installation of the invisible fence.

Section 7.6 – Signs

No sign or other advertising device of any nature (other than "for sale" signs advertising the sale of a Living Unit) shall be placed upon on any portion of the Property, except for signs and advertising devices installed by or at the direction of the Association, or which the Design Review Committee approves as to color, location, size and similar aesthetic characteristics. "For Rent" signs are prohibited. One (1) "For Sale" sign shall be permitted with the prior written approval of the Design Review Committee as to type, size and location of such signs. Notwithstanding the foregoing, the restrictions of this Section 7.6 shall not apply to Developer.

Furthermore, the right to install signs and the type of signage must comply with City requirements.

Section 7.7 – Mailboxes

Only those types of mailboxes installed by the Developer will be permitted. No additions to the original mailboxes will be permitted. Mailboxes shall generally be installed two (2) to a post, except if the arrangement of Living Units in odd numbers reasonably requires the installation of a post with a single mailbox, or (2) otherwise determined by United States Post Office. Separate stand-alone mailboxes for newspapers are prohibited. All replacements of mailboxes shall be uniform and duplicate in appearance to the size, type, color and location of the mailboxes installed by the Developer.

Section 7.8 – 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, or in fire pits constructed with the prior approval of the Design Review Committee as outlined in Section 7.20), kept, stored or allowed to accumulate on any portion of the Property, except normal residential accumulation pending pick-up and except subject to City regulations, building materials during the course of construction or reconstruction of any approved building or structure, except firewood may be stored within Living Units, but not outside Living Units (and not on patios). If trash or other refuse is to be disposed of by being picked up and carried away on a regular recurring basis, containers may be placed in the open on any day that a pick-up is to be made, thereby providing 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 of rubbish shall be permitted on any portion of the Property. Anything herein to 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. No clothing, laundry or other household items may be hung outside Living Units (or on patios), unless such items are not visible from any street within Pioneer Ridge. Storage of furniture, fixtures, appliances, machinery, equipment or other goods and chattels which are not in active use within Common Areas or any portion of a Sublot which are visible from outside the Sublot shall not be permitted.

Section 7.9 – Commercial or Professional Uses

Except as expressly permitted in this Declaration, or by Rules adopted in accordance with this Declaration, no industry, business, garage sale, yard sale, 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 Property; provided, however, subject to City ordinance or regulations, an Occupant may use a portion of his or her Living Unit for his or her office or studio, so long as 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 Living Unit becoming principally an office, school or studio as distinct from a Living Unit. Furthermore, no trade or business may be conducted in or from any Living Unit unless the written approval of the board (or Covenants Committee referred to in the Code)

is first obtained. Such approval shall be granted by the Board so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Living Unit; (b) the business activity conforms to all City zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property except by appointment only; (d) the business activity does not involve door-to-door solicitation of Occupants of the Property; and (e) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board (or Covenants Committee). The Board may adopt Rules which intensify, relax or amend the prohibitions of this Article provided the rules do not violate City zoning requirements. The Board may revoke approval of any business activity subsequently determined by the Board, in its sole discretion, to become a nuisance. Nothing in this section shall preclude the leasing of a Living Unit by the Developer or an Owner; the right of the Developer or the Board (or a firm or agent employed by the Developer or Board) to approve commercial activities such as charity events, temporary food and beverage operations, operation of vending machines within the Common Areas, the offering of recreational and other classes and activities for a fee, the right of the Developer to maintain brokerage offices for sales of Sublots and for new sales of Living Units within the Property, and resales of Living Units and the right of the Developer to utilize a Living Unit for sales of office purposes, subject to compliance with City zoning requirements. The Board may, at its sole discretion, allow a "community-wide" garage sale from time to time.

Section 7.10 – Storage of Vehicles and Machinery

No truck (except for a two-axle truck with no more than four tires), camper, camper trailer, recreation vehicle, boat, boat trailer, all terrain vehicle, airplane, snowmobile, commercial vehicle, van, mobile home, tractor, bus, farm equipment, off-road vehicles or other vehicle (except for automobiles with two axles and four tires and motorcycles) of any kind, licensed or unlicensed, shall be stored on any driveway or other area in or upon the Property, except in the confines of garages, or parking areas approved by the Design Review Committee subject to City regulations. A commercial vehicle is defined as a vehicle with commercial license plates and/or exterior company advertisement and/or mountings including but not limited to equipment racks, ladder racks and tool racks. 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. Notwithstanding the foregoing, the Developer may maintain a construction/office/sales trailer(s) on the Common Areas and on Sublots owned by the Developer so long as the construction and sales by the Developer of the Living Units is continuing, subject to City zoning requirements.

Section 7.11 – 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 hunting or poisoning of wildlife of any kind be permitted in or upon the Property, except for rodent control and the control of such other animals as constitute a nuisance or cause damage to the Property, or except with the prior written approval of the Board.

Section 7.12 Control of Trucks, Commercial Vehicles

No tractor trailers, commercial tractors, commercial vehicles, road machinery, excavating equipment shall be permitted to remain on any portion of the Property or on the public right-of-way adjoining any portion of the 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 on the Property subject to compliance with City zoning requirements.

Section 7.13– Poles, Wires, Antennae and DDS Satellite System

Subject to applicable easement rights, no facilities, including poles and wires, for the transmission of electricity, telephone messages, ham radio messages and the like shall be placed or maintained above the surface of the ground in any portion of the Property without the prior approval of the Design Review Committee and subject to City regulations. This provision shall not apply to temporary facilities for the construction or repair of any building or other structure. A Digital or Direct Satellite System ("DSS System") one (1) meter or less in diameter may be attached to a Living Unit so long as the DDS System (including, but not limited to, all associated wiring) is not visible from the street, and so long as the prior approval of the location of the DDS System is given by the Design Review Committee and the same complies with City zoning requirements. Any and all wiring associated with an approved Digital or DDS System must be attached in an aesthetically pleasing manner.

Section 7.14 - Swimming Pool Restrictions; Hot Tubs

No swimming pools are permitted on the Property. Hot tubs may be installed on lots with the prior approval of the Board, subject to the provisions of this Section 7.14. Hot tubs must be located directly behind the rear elevation of the home, on a deck or patio immediately adjacent to the home. All hot tubs shall be adequately screened from street view and the view of any neighboring property, including Common Area and lots. No hot tub shall exceed 30 square feet of surface area and a depth of 3.5 feet. Each Owner of a hot tub must maintain its filtration system in proper order, and in no case shall any hot tub be drained onto any portion of the Property other than the Sublot of the hot tub Owner. Any approved hot tub must be kept in clean and sanitary condition at all times and must have covers that can be fastened and which shall be key locked when unattended and/or not in use.

Section 7.15 – Exterior Appearance and Lights for Exterior of Residences

The exterior of any building or structure in the Property shall not be altered, modified, changed or redecorated in such a way as to change the appearance or décor of the structure. The provisions of this paragraph are subject to the provisions of Section 8.2 of this Declaration. The Should the Developer install a light in front of a Living Unit, such light is to be maintained by the Owner of each Living Unit. The cost of operation thereof shall be the responsibility of the Owner of the Living Unit serviced by the light.

Section 7.16 – Grading

No person shall change the grade on any portion of the Property without first obtaining

the consent of the Design Review Committee.

Section 7.17 – Drainage Ditches

No Person shall interfere with the free flow of water through any drainage ditches or storm sewers within the Property. The City or other governmental authority having jurisdiction shall have the right (but not the obligation) to enter upon the Common Areas of the Property to repair and maintain all storm, drainage, courses, ditches, structures and appurtenances for the purpose of relieving any flooding condition or threatened flooding condition which might be harmful to other property within the City. This Section supplements Section 3.7 hereof.

Section 7.18 – Re-subdivision of Sublots

No Sublot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise after acquisition from the Developer. Developer, however, hereby expressly reserves the right to re-plat any Sublot owned by the Developer. Any such division, boundary, line change or re-platting shall not be in violation of applicable City regulations.

Section 7.19 - Compliance with City Codes

Each Owner shall comply with City and other governmental requirements. It is agreed that a violation of any such requirements or any restriction, condition, covenant or restriction imposed now or hereafter by the provisions of this Declaration is a nuisance per se that can be abated by the Association or the City. If the City, County or other governmental requirement is stricter or more comprehensive than any provision hereof, the City, County or governmental requirement shall prevail.

Section 7.20 – Fire Pits

Fire pits may be installed on lots with the prior approval of the Board, subject to the provisions of this Section 7.20. Fire pits must be located behind the rear elevation of the Living Unit, within the confines of the side building lines. Additionally, fire pits must be located a minimum of five feet from a home, deck, or other flammable structure. Fire pits must be located within a concrete patio, or within a patio constructed of other nonflammable material.

Section 7.21 – Use of the Name "Pioneer Ridge"

No Owner or Occupant shall use the words "Pioneer Ridge", or any derivative thereof in any printed or promotional materials without the prior written consent of Developer. However, Owners may use the name "Pioneer Ridge" in printed and promotional material where such work is used solely to specify that particular property is located within Pioneer Ridge.

Section 7.22 - Party Walls

a) Each wall which is built as part of the original construction of an Attached Home upon the Property and placed on the dividing line between two Attached Home Sublots shall constitute a Party Wall. The Association shall maintain the exterior portion of all Party Walls. Attached Home Owners sharing a Party Wall shall be responsible for all interior

maintenance, repair, and replacement of such Party Wall which is not provided by the Association or covered by the Attached Home Insurance policy.

b) Each Attached Home Owner sharing a Party Wall shall have the full right to use the Party Wall for the support of beams and structural materials or in any other lawful manner not prohibited hereby; provided, however, that such use shall not injure, impair the strength of, or endanger the wall, foundation or other portion of the Attached Home of the other Attached Home Owner, and shall not impair or endanger the Party Wall benefits and supports to which the adjoining Attached Home is entitled.

c) Neither Owner of an Attached Home sharing a Party Wall may extend the length or increase the height of the Party Wall.

d) Except as exterior maintenance shall be provided by the Association, the cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the two (2) Attached Home Owners who make use of the Party Wall.

e) Notwithstanding any other provision of this subsection, a Attached Home Owner who by his or her negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

f) The right of any Attached Home Owner to contribution from any other Attached Home Owner under this subsection shall be appurtenant to the land and shall pass to such Attached Home Owners successors in title.

g) In the event of any dispute arising concerning a Party Wall, or under the provisions of this Section, such dispute shall be submitted to arbitration pursuant to Section 16.8 of this Declaration.

Section 7.23 – Sale, Leasing or Other Alienation Living

An Owner shall have the right to lease all (but not less than all) of his or her Living Unit upon such terms and conditions as the Owner may deem advisable, subject to Board approval of such lease, which approval shall be limited to the Board's confirmation that: (i) the Living Unit shall not be leased or subleased for transient or hotel purposes (i.e., for a period of less than six (6) months), (ii) that the number of people occupying the Living Unit under such lease does not exceed the number of bedrooms in the Living Unit; (iii) the lease and proposed tenancy does not violate the occupancy requirements regarding Housing For Older Persons under the Fair Housing Act and Section 6.12 of this Declaration; and, (iv) at least eighty-five percent (85%) of the Living Units within the Property are occupied by Owners as their principal residence or second home. Any lease or sublease of a Living Unit shall be in writing and shall provide that the lease or sublease shall be subject to the terms of this Declaration, the Code, and any Rules, and that any failure of a lessee to comply with the terms of this Declaration, the Code and Rules shall be a default under the lease or sublease. The limitations with respect to the leasing of Living Units shall not apply to the Developer. To enable the Association to maintain accurate records of the names, addresses, phone numbers, and ages of Owners and other Occupants of the Living Units, each Owner agrees to notify the Association within five (5) days after such Owner's Living Unit has been transferred or leased to another person. In addition, each Owner

agrees to provide to a purchaser or lessee of such Owner's Living Unit a copy of this Declaration, the Code, the Rules and other relevant documents.

Section 7.24– 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, but not by the way of limitation, design review criteria or standards established by the Design Review Committee, the Developer (as long as the Developer is a Class "B" Member of the Association), or by the Board and/or the Covenants Committee shall have the right to give written notice to such Person to terminate, remove, extinguish such violation. Such notice shall expressly set forth the facts constituting such violation.

Except in the case of an emergency situation, the violating party shall have such time period as is reasonably set forth in the written notice of violation, but in no event longer than fifteen (15) days, within which to take reasonable action to cause the removal, alleviation, or termination of such violation. In the case of an emergency situation, or in the case of the failure of the violating party to comply with the provisions hereof after notice, the Developer and/or the 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 Developer and/or the Association shall have the right to obtain an injunction from any court having jurisdiction for the cessation of such violation or attempted violation of this Article. The rights and remedies of the Association and Developer contained in this Article shall be nonexclusive and in addition to any other right or remedy available at law or in equity, including a claim or action for specific performance and/or money damages (including punitive damages), and attorneys' and paralegals' fees. Furthermore, the failure or neglect to enforce any term, covenant, condition, restriction, right or procedure herein shall in no event and under no circumstances be construed, deemed or held to be a waiver with respect to any subsequent breach or violation thereof. Subject to the provisions of the Section of the Code entitle, "Hearing Procedure", a Person in violation of this Article VII shall be obligated to the Association and/or the Developer for money damages, and for the full amount of all costs and expenses, including attorneys' and paralegals' 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 deemed "delinquent", and shall, upon perfection as provided in Section 10.1 herein, become a continuing lien upon the Sublot owned or occupied by such Person(s), and a personal obligation of the Person(s) violating this Article. In addition, each Owner shall be liable jointly and severally for any obligations of any Occupant of such Owner's property.

In addition to the remedy stated above, the Developer (as long as the Developer is a Class "B" Member of the Association), or the Board shall have the right to suspend the voting rights and right to use of the recreational facilities (if any) of a Member and all Occupants of the Member's Living Unit during any period in which such Member shall be in violation of the foregoing Covenants and Restrictions including, but not by way of limitation, design review criteria or standards established by the Design Review Committee. Such rights may also be suspended after notice and hearing, for a period not to exceed the removal, alleviation, or termination of such violation.

Section 7.25 – Restrictions of Other Documents

Nothing contained in these Restrictions shall preclude the imposition of more stringent restrictions imposed elsewhere in this Declaration, restrictions imposed on Sublots within subdivisions, restrictions imposed in deeds conveying the Property or portions thereof and restrictions imposed by the Design Review Committee so long as such restrictions are not inconsistent with restrictions imposed by the Declaration, created by the Association or adopted by the Board. The City is a third party beneficiary of these covenants and restrictions; provided, however, if the City zoning, building or other requirements of resolutions, ordinances and general law are in conflict with or more restrictive than these covenants and restrictions, the City requirements or ordinances and general laws shall prevail.

Section 7.26 – Certificate of Compliance with Restrictions

Upon an Owner's conveyance of his or her Living Unit or an interest therein, such Owner (i.e., the seller) shall have the right to request the Association to issue a Certificate of Compliance stating the Association has no record of a violation of this Article VII, and stating the unpaid Assessments and amount of monthly (quarterly) Assessments attributable to such Living Unit. A Certificate of Compliance may be relied upon by all persons for all purposes. Neither the Board, nor any officer or agent thereof shall have any liability to the seller, buyer, mortgagee of a Living Unit or to others if the Certificate of Compliance issued hereunder is not correct. The Association may require the advance payment of a reasonable fee for the issuance of the Certificate of Compliance. The Certificate shall be substantially in the form of **Exhibit "B"** attached hereto.

ARTICLE VIII
DESIGN REVIEW COMMITTEE

Section 8.1– Power of Committee

There is hereby created a Design Review Committee for the purpose of architectural and engineering control to secure and maintain an attractive and harmonious residential community. The Developer shall function as the Design Review Committee, and shall be empowered to grant all approvals provided for herein until the Developer conveys the last Sublot the Developer owns in the Property or Additional Property submitted to this Declaration, except that the Developer may elect to delegate and assign such duties and responsibilities to the Design Review Committee prior to that time. The Design Review Committee appointed by the Developer need not be made up of members of the Association. After control of the Design Review Committee has been transferred to the Association, the Design Review Committee shall be composed of not less than three (3) individuals appointed by the Board to serve at the Board's pleasure. A vote of the majority of members of the Design Review Committee shall be required to constitute the decision of the Committee. The decisions of the Design Review Committee shall be subject to the review and approval of the Board of the Association, in the Board's sole discretion.

Section 8.2 – Operation of Design Review Committee

No Living Unit shall be altered, modified or changed in any way which changes exterior or the appearance thereof, nor shall any Living Unit be rebuilt, nor shall an addition be made, or

deck added or modified to a Living Unit, nor shall any grading be changed, unless an application, plans, and specifications for the proposed alteration, modification, change or addition shall have been submitted to and approved in writing by the Design Review Committee. All alterations, modifications, changes and additions to a Living Unit must comply with local building and zoning ordinances, rules and regulations. If the Design Review Committee fails to approve or disapprove said application, plans and specifications within thirty (30) days after the same were submitted to the Design Review Committee, approval will not be required and this Section will be deemed to have been fully complied with. Provided, however, the provisions of this Section requiring submission of plans and specifications to, and obtaining approval from, the Design Review Committee shall not be applicable to the Developer, nor any entity related to or affiliated with the Developer or designated by the Developer.

Section 8.3 – Inspection

The Design Review Committee may inspect work being performed with its permission to assure compliance with its approval, this Declaration, and applicable regulations. The presence of a member of the Design Review Committee, or an agent thereof, on any Sublot shall not be deemed a trespass so long as the presence is in furtherance of said member's duties as a member of the Design Review Committee.

Section 8.4 – Violations and Remedies

Should any Living Unit be altered, constructed, or an addition be made thereto within the Sublot, or related improvements be reconstructed or removed from or upon any Sublot, or should the use thereof be modified in any way from the use originally constructed or installed, without first obtaining prior written approval of the Developer or Design Review Committee as provided in this Article VIII, such act shall be deemed to be a violation of this Article VIII and this Declaration. Any party violating this Article VIII shall, immediately upon the receipt of written notice of such violation from the Developer or Design Review Committee, cease and desist from the commission of any such act and immediately commence to take such steps as will alleviate or remedy any such condition of default, and shall continue with all due diligence thereafter until the satisfactory completion of same. Should the party committing such act in contravention of this Article VIII fail to immediately take such remedial action as aforesaid, then the Association shall have the right, but not the obligation, in addition to any and all other rights or remedies available to it at law or in equity, each of which remedies shall be deemed nonexclusive, to do any of the following:

a) **Abate Violation**. Without liability to the Owner of the Sublot, cause its agents and employees to enter upon the Sublot and/or the Living Units for the purpose of summarily abating any such use and/or removing any such building or structure or other improvement.

b) **Seek Injunction**. Apply to a court having jurisdiction over the Property for the purpose of obtaining an injunction directing the violating party to abate any such use and/or removing any such building or structure wherever located within the Property.

c) **Seek Reimbursement**. Seek full and complete reimbursement from any party committing any of the aforesaid acts in contravention of this Article VIII, of any costs,

damages and expenses (including without limitation court costs, attorneys' and paralegals' fees, litigation costs, and costs to collect such sum) incurred by the Association with respect to its exercise of any of its rights for the purpose of remedying any such condition of default.

d) **Treat as Assessment**. Should the party committing any acts in contravention of this Article VIII be an Occupant, and should such Occupant fail to immediately pay the full amount of all costs, damages, and expenses referred to in above, the Association shall be entitled to treat such amount as an Assessment against the Sublot occupied by such Occupant.

e) **Suspend Member's Voting and Use Privileges**. The Developer (as long as the Developer is a Class "B" Member of the Association), or the Board shall have the right to suspend the voting rights and right to use of the recreational facilities (if any) of a Member and all Occupants of the Member's Living Unit during any period in which such Member shall be in violation of the foregoing Covenants and Restrictions, including, but not by the way of limitation, design review criteria or standards established by the Design Review Committee.

ARTICLE IX
ASSESSMENTS

Section 9.1 – Definition of Assessments

Assessments shall include Common Assessments, Landscaping Assessments, Attached Home Assessments, and special Assessments as provided herein.

a) **Common Assessments**. As used in this Declaration, Common Assessments shall mean all of the costs and expenses incurred by the Association in the exercise of its obligations with respect to the Areas of Common Responsibility (but not those incurred in the provision of maintenance of Association Landscaping within Sublots, or Attached Home Exterior Maintenance Services to Attached Homes as provided in Section 6.4(b) herein) including, without limitation:

(1) All expenditures required to fulfill the responsibilities of the Association (except in the provision of maintenance of Association Landscaping within Sublots, or Attached Home Exterior Maintenance Services to Attached Homes as provided in Section 6.4(b) herein), including, but not limited to, expenditures relating to maintenance fees;

(2) All amounts incurred in collecting Common Assessments, and/or special assessments, including all legal and accounting fees;

(3) Reserves for uncollectible Common Assessments, unanticipated expenses, replacements, major repairs and contingencies;

(4) Annual capital additions and improvements and/or capital acquisitions having a total cost not in excess of Twenty Five Thousand Dollars ($25,000) in the

aggregate. Annual capital additions and improvements and/or capital acquisitions costing more than Twenty Five Thousand Dollars ($25,000) in the aggregate shall require the prior approval of the Class "B" Member and the vote of at least two-thirds (2/3rds) of the Class "A" Members who are voting in person or by proxy, at a meeting duly called for this purpose. In case of an emergency requiring prompt action to avoid further loss, the Board shall have the discretion to expend whatever is necessary to mitigate such loss.

(5) Such other costs, charges and expenses, including normal repairs and maintenance costs, which the Association determines to be necessary and appropriate within the meaning and spirit of this Declaration.

(6) To pay salary, expenses, and benefits of employees of the Association, including, but not limited to an activities director, as may be hired by the Board.

(b) **Attached Home Assessments**. As used in this Declaration, Attached Home Assessments shall mean all of the costs and expenses incurred by the Association in the exercise of its obligations with respect to providing maintenance and replacement of Association Landscaping within Attached Home Sublots beyond the landscaping maintenance afforded to Detached Living Unit Owners, Attached Home Insurance, and the Attached Home Exterior Maintenance Services as set forth in Section 6.4(b) herein, including, without limitation:

(1) All expenditures required to fulfill the responsibilities of the Association in providing such services and insurance, including, but not limited to, expenditures relating to maintenance fees;

(2) All amounts incurred in collecting Attached Home Assessments, including all legal and accounting fees;

(3) Reserves for uncollectible Attached Home Assessments, unanticipated expenses, replacements, major repairs and contingencies;

(4) Annual capital additions, capital improvements, and/or capital acquisitions to the Attached Homes (not including repairs or replacements for which the Association is responsible hereunder) having a total cost not in excess of Five Thousand Dollars ($5,000) in the aggregate. The prior approval of the Class "B" Member and the vote of at least a majority of the Attached Home Owners shall be required to approve the imposition of assessments for any capital additions or improvements to Attached Home property costing more than Five Thousand Dollars ($5,000) in the aggregate. In case of an emergency requiring prompt action to avoid further loss, the Board shall have the discretion to expend whatever is necessary to mitigate such loss;

(5) Such other costs, charges and expenses which the Association determines to be necessary and appropriate within the meaning and spirit of this Declaration.

(c) **Landscaping Assessments**. As used in this Declaration, Landscaping Assessments shall

mean all of the costs and expenses incurred by the Association in the exercise of its obligations with respect to providing maintenance and replacement of Association Landscaping within Sublots, including, without limitation:

(1) All expenditures required to fulfill the responsibilities of the Association in providing such services, including, but not limited to, expenditures relating to maintenance fees;

(2) All amounts incurred in collecting Landscaping Assessments, including all legal and accounting fees;

(3) Reserves for uncollectible Landscaping Assessments, unanticipated expenses, replacements, major repairs and contingencies;

(4) Such other costs, charges and expenses which the Association determines to be necessary and appropriate within the meaning and spirit of this Declaration.

(d) **Initial and Resale Assessments**. In addition to regular annual Assessments, the initial Class A Member for each Sublot and whenever a Class A Member sells and transfers his/her Sublot, the subsequent purchaser of a Sublot will be required to make, at the time such Member acquires title to a Sublot, an initial assessment payment to the Association in an amount equal to: (i) five (5) months equivalent of the estimated annual Common Assessment, (ii) five (5) months equivalent of the estimated annual Attached Home Assessment (if applicable) for each Sublot purchased, and (iii) five months equivalent of the estimated annual Landscaping Assessment for each Sublot purchased. The general purpose of these contributions is to provide the Association with funds for working capital and/or contingency reserve purposes. These initial assessments are not an escrow or advance, are not refundable and are not required of the Developer, but only from those persons who or entities which purchase a Sublot from the Developer or a Class A Member. The Assessments set forth in this paragraph are not applicable to conveyances from a Class A Member, in whole or in part, to a spouse, a family trust,, nor by way of a gift or bequest by a Class A Member to his/her children and/or other named heirs of the Class A Member's estate, nor to similar transfers between and among the Class A Member's beneficiaries following such Class A Member's death. The Assessment set forth in this paragraph is intended to apply to any subsequent "arms length" transfer of a Sublot by way of its resale to unrelated persons.

Section 9.2 – Creation of the Lien and Personal Obligation of Assessments

a) **Common Assessments.** Each Owner of any Sublot (other than the Developer) by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all Common Assessments levied against such Living Units. The Developer or the Board shall prepare or cause the preparation of an annual operating budget for the Association and shall fix the amount of the Common Assessments, which shall be equal between all Living Units. Payment of Common Assessments may be required by the Developer or Board on a monthly, quarterly, semi-annual or annual basis. Each such Common Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of each

Person who was the Owner of such Sublot at the time when the Common Assessment fell due. The personal obligation for delinquent Common Assessments shall not pass to his or her successors in title unless expressly assumed by them.

b) **Attached Home Assessments**. In addition to Common Assessments, each Owner of any Sublot containing an Attached Home (other than the Developer) by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all Attached Home Assessments levied against such Living Unit. The Developer or the Board shall prepare or cause the preparation of an annual operating budget for the Association and shall fix the amount of the Attached Home Assessments, which shall be equal between all Attached Homes (except for such Attached Home Assessments which may be charged to an individual Attached Home Owner pursuant to the provisions of Section 6.4(b) herein). Payment of Attached Home Assessments may be required by the Developer or Board on a monthly, quarterly, semi-annual or annual basis. Each such Attached Home Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of each Person who was the Owner of such Attached Home at the time when the Attached Home Assessment fell due. The personal obligation for delinquent Attached Home Assessments shall not pass to his or her successors in title unless expressly assumed by them.

c) **Landscaping Assessments**. In addition to Common Assessments, each Owner of any Sublot (other than the Developer) by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all Landscaping Assessments levied against such Living Unit. The Developer or the Board shall prepare or cause the preparation of an annual operating budget for the Association and shall fix the amount of the Landscaping Assessments, which may be assessed in four tiers according to the larger of the category of the Sublot or the category of the Living Unit. Sublots have been categorized by the Developer as being Attached Home Sublots, Fifty Foot (50') Sublots, Fifty Five Foot (55') Sublots and Seventy Foot (70') Sublots. Living Units have been categorized by the Developer as Homestead Series, Frontier Series, Expedition Series and Legacy Series. Payment of Landscaping Assessments may be required by the Developer or Board on a monthly, quarterly, semi-annual or annual basis. Each such Landscaping Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of each Person who was the Owner of such Sublot at the time when the Landscaping Assessment fell due. The personal obligation for delinquent Landscaping Assessments shall not pass to his or her successors in title unless expressly assumed by them.

d) **Special Assessments**. In addition to the annual Common Assessments, Landscaping Assessments and/or Attached Home Assessments authorized herein, the Association may levy, in any Assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, or for any other purpose as provided herein, and/or to meet any other emergency or unforeseen expenses of the Association. Any such Special Assessment that applies to all Living Units shall be fixed at a uniform amount for all Living Units and shall have the assent of two-thirds (2/3) of the votes of

each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. Any such Special Assessment that applies only to Attached Home Living Units shall be fixed at a uniform amount for all Attached Home Living Units and shall have the assent of two-thirds (2/3) of the votes of all Attached Home members who are voting in person or by proxy at a meeting duly called for this purpose.

During the Class "B" Control Period the Developer shall pay all Common Expenses, expenses incurred in maintenance and repair of Association Landscaping within Sublots, and/or Attached Home Exterior Maintenance Expenses which are not covered by the annual Common Assessments, Landscaping Assessments and./or Attached Home Assessments, as the case may be, payable by Owners of Sublots as set forth above. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of both. The Association is specifically authorized to enter into contracts for "in kind" contribution of services or materials or a combination of services and materials with Developer or other entities for the payment of some portion of the Common Expenses, expenses incurred in maintenance and repair of Association Landscaping within Sublots, and/or Attached Home Exterior Maintenance Expenses during the Class "B" Control Period. Common Expenses do not include any amounts contributed to the reserve fund as defined in Article IX, Section 2 of the Code. The Developer shall have no obligation to make any contribution to the reserve fund.

Section 9.3 – Purpose of Assessments

The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property, and for the improvement and maintenance of the Common Areas, Association Landscaping, Attached Homes, and as otherwise consistent with the rights and responsibilities of the Association hereunder and for the benefit of the Members.

Section 9.4 – Maximum Annual Common Assessment

Until January 1 of the year immediately following the conveyance of the first Sublot to an Owner, the maximum annual Common Assessment shall be $1,416.00 per Sublot,

a) From and after January 1 of the year immediately following the conveyance of the first Sublot to an Owner, the Board may increase the annual Common Assessment each year by not more than ten percent (10%) above the Common Assessment for the previous year. Any proposed increase in the annual Common Assessment of more than ten percent (10%) above the Common Assessment for the preceding year shall require a two-thirds (2/3rds) vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

b) The Board may fix the annual Common Assessment at an amount not in excess of the maximum.

Section 9.5 – Notice and Quorum for any Action Authorized Under Sections 9.2(d) & 9.4

Written notice of any meeting called for the purpose of taking any action authorized under Section 9.2(d) and 9.4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9.6 – Uniform Rate of Assessment

Annual Common Assessments shall be fixed at a uniform rate for all Living Units. Annual Landscaping Assessments must be fixed at a uniform rate for each classification of Sublot and Living Unit. Except as otherwise provided in Section 6.4(b) with respect to Attached Home Assessments required due to negligence of a party, annual Attached Home Assessments shall be fixed at a uniform rate for all Attached Home Living Units.

Section 9.7 – Date of Commencement of Annual Assessments: Due Dates

The annual Common Assessments, provided for herein shall commence as to all Sublots subject thereto, which are owned by Owners other than the Developer, on the first (1st) day of the month following the conveyance of the Common Area, or any portion thereof, to the Association. Annual Landscaping Assessments and annual Attached Homes Assessments shall commence upon the conveyance of a Sublot subject thereto from the Developer to an Owner. The first annual Assessment (of each category) shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual Assessments against each Sublot (of each category) at least thirty (30) days in advance of each annual Assessment period. Written notice of any change in the total annual Assessments compared to the preceding year shall be sent to every Owner subject thereto. The due dates shall be established by the Board. If Additional Property is annexed to the Property as herein permitted, the annual Common Assessment as to the Sublots added to the Property by such annexation shall commence on the first (1st) day of the month following conveyance to an Owner of a Sublot within the annexed land. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessment (of each category) on a specified Sublot has been paid. A properly executed certificate of the Association as to the status of Assessments on a lot is binding upon the Association as of the date of its issuance.

Section 9.8 – 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 rate of not more than fifteen percent (15%) per annum or the maximum rate permitted by law, whichever is lower, and shall be subject to the remedies available to the Association as set forth in Sections 10.1 and 11.2 of this Declaration. In addition, the Association may bring an action at law against the Owner personally obligated to pay the same, or for foreclosure of the lien against the Owner's Sublot.

Section 9.9 – Subordination of the Lien to Mortgages

The lien of the Assessments provided for herein shall be subordinate to the lien of any purchase money evidenced by a recorded first mortgage, and to any executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether recorded or not. However, the lien of such Assessments shall be superior to any homestead exemption as now or hereafter may be provided by Ohio law, and the acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead exemption as against the said Assessment lien. Sale or transfer of any Sublot shall not affect the Assessment lien. However, the sale or transfer of any Sublot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of record as to Assessments which become due prior to such sale or transfer. No sale or transfer shall relieve the Owner of such Sublot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 9.10 – Exempt Property

Notwithstanding anything to the contrary herein, the Common Areas shall be exempt from payment of Assessments or Special Assessments. All property dedicated to and accepted by a public authority, and all property owned by a charitable or non-profit organizations exempt from the laws of the State of Ohio shall be exempt from the Assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said Assessments.

Section 9.11 – No Exemption for Non-Use of Facilities; No Refund of Reserves

Members not otherwise exempt from the Assessments may not exempt themselves from liability for Assessments levied against them by waiver of the use of the Common Areas that are owned and/or operated by the Association or by abandonment of his or her Sublot. Liability for Assessments continues during any period of suspension of use privileges exercised by the Association or Board as provided herein. Furthermore, no Member shall be entitled to any portion of the funds held for reserves; nor shall any Owner have a claim against the Association with respect thereto.

ARTICLE X
LIENS

Section 10.1 – Perfection of Lien

If any Owner (including the Developer) shall fail to pay an Assessment levied in accordance with this Declaration (such Owner hereinafter referred to as the "**Delinquent Owner**") when due and such Assessment is delinquent, or if an Owner (including the Developer) shall violate any rule or breach any restriction, covenant or provision contained in the Declaration or Code, the Board may authorize the perfection of a lien on the Ownership Interest of the delinquent and/or violating Owner (including the Developer) by filing for record with the Recorder of Lorain County, a Certificate of Lien. The Certificate of Lien shall be in recordable form and shall include the name of the delinquent Owner, a description of the Ownership Interest

of the delinquent Owner, the entire amount claimed for the delinquency and/or violation, including interest thereon and Costs of Collection, and a statement referring to the provisions of this Declaration authorizing the Certificate of Lien.

Section 10.2 – Duration of Lien

Said lien shall remain for a period of five (5) years from the date of filing of said Certificate of Lien, unless 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 to discharge such lien. A lien may be renewed by the subsequent filing of a certificate of lien prior to the expiration of the five (5) year period referred to above.

Section 10.3 – Priority

A lien perfected under this Article X shall take priority over any lien or encumbrance subsequently arising or created except for liens for real estate taxes and Assessments and the lien of first mortgages. A lien perfected pursuant to this Article may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association after authorization from the Board. In any such foreclosure action, the affected Owner shall be required to pay reasonable rental for such Ownership Interest during the pendency of such action and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. Any funds received at the judicial sale of the delinquent Owner's or Developer's Ownership Interest in excess of mortgage liens, court costs, and the taxes and assessment liens shall be paid over to the Association to the extent of its lien.

Section 10.4 – Dispute as to Assessment

The Developer or any Owner who believes that an Assessment levied by the Association against them for which a Certificate of Lien has been field by the Association has been improperly determined, may bring an action under the Arbitration Provisions contained in Section 16.8 of this Declaration for the discharge of all or any portion of such lien; but the lien shall continue until the actual amount of the lien so determined is paid in full or otherwise be fully discharged.

Section 10.5 – No Waiver Implied

The creation of a lien upon an Ownership Interest owned by a delinquent Owner shall not waive, preclude or prejudice the Association for pursuing any and all other remedies granted to it elsewhere in this Declaration, whether at law or in equity.

Section 10.6 – Personal Obligations

The obligations created pursuant to this Article X shall be and remain the personal obligation of the delinquent Owner until fully paid, discharged or abated and shall be binding on the heirs, personal representatives, successors and assigns of such delinquent Owner.

ARTICLE XI
REMEDIES OF THE ASSOCIATION

Section 11.1 – Denial of Voting Rights

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

Section 11.2 – Specific Remedies

The violation of any Rule, or the breach of any restriction, covenant or provision contained in this Declaration or in the Code, shall give the Association and the Original Developer the right, in addition to all other rights set forth herein and provided by law: (a) to enter upon the Living Unit or Sublot 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 Living Unit or Sublot where the violations or breach exists, any structure, thing, or condition that may exist thereon which is contrary to the intent and meaning of this Declaration, the Code, or the Rules, and the Association, or its designated 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; (c) to commence and prosecute an action for specific performance, or an action to recover any damages which may have been sustained by the Association or any of its Members, as well as an action for punitive damages if warranted; and/or (d) to collect costs of suit and reasonable attorneys' and paralegals' fees incurred in connection with the exercise by the Association of any remedies hereunder, the same to be deemed "**Cost of Collection**" under Section 11.3 hereof.

Section 11.3 – Cost of Collection

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

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

b) In addition to the amount referred to in (a) above, the Association may 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 amount is greater, said amount to be determined by the Board provided, however, in no event shall said amount exceed the highest interest rate chargeable to individuals under applicable law. Said liquidated damages shall be in addition to interest, the expenses of collection incurred by the Association, such as attorneys' fees, paralegals' fees, court costs and filing fees. The actual expenses of collection and the liquidated damages shall hereinafter be referred to as "**Cost of Collection**".

c) Foreclose a lien filed in accordance with Article X 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 11.4 – Binding Effect

The remedies provided in this Article XI against a Delinquent Owner may also be pursued against the heirs, executors, administrators, successors and assigns and grantees of such Owner of Developer, except as specifically provided in Section 9.9 of this Declaration.

ARTICLE XII
NO PARTITION

Except as is permitted in this Declaration or in any amendments hereto, and subject to City zoning and subdivision requirements, 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. 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 Declaration.

ARTICLE XIII
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, the Association shall give each Owner notice thereof. The award made for such taking shall be payable to the 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 Developer (so long as the Developer is a Class "B" Member), 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 therefor, 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 Board, or, at the Board's option, the Design Review Committee, shall supervise such repair or restoration. 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 completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine in its sole and absolute discretion.

ARTICLE XIV
MORTGAGEES' RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Living Units and Sublots. To the extent applicable, necessary, or proper, the provisions of this Article shall apply to both this Declaration and to the Code. Where indicated,

percentages set forth herein are subject to and controlled by higher percentage requirements, if any, set forth elsewhere in this Declaration for specific actions.

Section 14.1 – Notices of Action

An Eligible Mortgage Holder who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the address of the Sublot), will be entitled to timely written notice of:

a) any proposed termination of the Association;

b) any condemnation or casualty loss which affects a material portion of the Property or which affects any Living Unit on which there is a first mortgage held, insured or guaranteed by an Eligible Mortgage Holder;

c) any delinquency in the payment of Assessments or other charges owed by an Owner subject to the mortgage of such Eligible Mortgage Holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days;

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

e) any proposed action which would require the consent of eligible holders, as required in Sections 14.2 and 14.3 of this Article.

If an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment under this Article XIV within thirty (30) days after it receives proper notice of the proposal, the implied approval of such Eligible Mortgage Holder to the proposal shall be deemed assumed, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

Section 14.2 – Other Provisions for First Lien Holders

To the extent possible under Ohio law:

a) Any restoration or repair of the Property following a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications, unless the approval of the Eligible Mortgage Holders on Living Units to which at least two-thirds (2/3rds) of the votes of Sublots, and the Eligible Mortgage Holders of first mortgages of the Class "A" and Class "B" Members subject to mortgages held by such Eligible Mortgage Holders, are allocated, is obtained to act otherwise.

b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Mortgage Holders on Sublots of at least two-thirds (2/3rds) of the votes of Living Units and the Eligible Mortgage Holders of first mortgages of the Class "A" Members and the Class "B" Members, subject to mortgages held by such Eligible Mortgage Holders, are allocated.

Section 14.3 – Amendments to Documents

The following provisions do not apply to amendments to the constituent documents or termination of the Association made as a result of destruction, damage, or condemnation pursuant to Section 14.2(a) and (b) of this Article:

a) The consent of at least seventy-five percent (75%) of the Class "A" Members and of the Class "B" Member and the approval of the Eligible Mortgage Holders to which at least seventy-five percent (75%) of the votes of the Sublots subject to a mortgage appertain, shall be required to terminate the Association.

b) The vote of at least two-thirds (2/3rds) of the Class "A" Members and the consent of the Class "B" Member and the approval of Eligible Mortgage Holders to which at least two-thirds (2/3rds) of the votes of Sublots subject to mortgages appertain, shall be required to materially amend any provisions of the Declaration, Code, or Articles of the Association, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following: (1) voting rights; (2) Assessments, Assessment liens, or priority assessment liens; (3) reserves for maintenance, repair, and replacement of the Common Areas; (4) responsibility for maintenance and repair; (5) insurance or fidelity bonds; (6) rights to use of the Common Areas; (7) leasing of the Living Units; (8) 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 Sublot (this provision is subject and subordinate to any provision in an agreement for the sale by the Developer of a Sublot); (9) establishment of self-management by the Association where professional management has been required by an Eligible Mortgage Holder; (10) restoration or repair of the Property (after hazard damage or partial condemnation) in a manner other than that specified in this Declaration; (11) any action to terminate the legal status of the Property after substantial destruction or condemnation occurs; (12) expansion of the Property, or the addition of the Property (other than as provided in Section 1.3 of this Declaration); or (13) any provisions included in this Declaration, Code, or Articles which are for the express benefit of Eligible Mortgage Holders on Sublots.

All amendments to the Declaration, Code, or Articles of the Association must comply with City zoning and subdivision requirements.

Section 14.4 – Special Federal Home Loan Mortgage Corporation Provisions

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

a) Unless seventy-five percent (75%) of the first mortgages or Owners give their consent, the Association shall not: (1) by act or omission seek to abandon, become a partition, subdivide, encumber, sell or transfer any portion of the Property owned by the Association (the granting of easements for public utilities or for public purposes or the dedication to public use of utilities or roads consistent with the intended use of the Property shall not be deemed a transfer); (2) change the method of determining the

obligations, Assessments, dues or other charges which may be levied against an Owner; (3) fail to maintain fire and extended coverage insurance as required by this Declaration; or (4) 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 Common Areas and may pay overdue premiums or 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 Association.

d) Mortgages shall not be required to collect Assessments. Nonpayment of Assessments shall not constitute a default under any insured mortgage.

ARTICLE XV
TRANSFER OF SPECIAL DEVELOPER RIGHTS

Section 15.1 – Instrument Transferring Special Developer Rights

A Developer may transfer Special Developer Rights created or reserved in this Declaration or in the Code by an instrument evidencing the transfer recorded in the land records of Lorain County. The instrument is not effective unless executed by both the transferor and transferee.

Section 15.2 – Liability of Transferor of Special Developer Rights

a) A transferor Developer is not relieved of any obligation or liability arising before the transfer, and remains liable for warranty obligations imposed upon the transferor Developer. Lack of privity (direct contractual relationship) does not deprive the Association or any Owner of standing to bring an action to enforce any obligation of the transferor Developer.

b) If the successor to any Special Developer Right is an Affiliate of Developer, the transferor is jointly and severally liable with the successor for any obligation or liability of the successor which related to the Property.

c) If a transferor retains any Special Developer Rights, but transfers other Special Developer Rights to a successor who is not an Affiliate of Developer, the transferor is also liable for any obligations and liabilities relating to the retained Special Developer Rights imposed on a Developer by the Declaration or Code arising after the transfer.

d) A transferor has no liability for any act or omission, or any breach of contractual or warranty obligation arising from the exercise of a Special Developer Right by a successor Developer who is not an Affiliate of the transferor Developer.

Section 15.3 – Acquisition of Special Developer Rights

Unless otherwise provided in a mortgage held by a first mortgagee, in case of foreclosure of a mortgage (or deed in lieu of foreclosure), tax sale, judicial sale, or sale under the Bankruptcy Code or receivership proceedings of any Living Units owned by a Developer in the Property, a person acquiring title to all the Living Units being foreclosed (or deed in lieu of foreclosure) or sold, but only upon his or her request, succeeds to all Special Developer Rights related to such Living Units, or only to any rights reserved in the Declaration and/or Code to maintain models, sales offices, customer service offices and signs. The judgment or instrument conveying title shall provide for transfer of only the Special Developer Rights requested.

Section 15.4 – Termination of Special Developer Rights

Upon foreclosure (or deed in lieu of foreclosure), tax sale, judicial sale, Living Units on Property owned by a Developer; (1) the Developer ceases to have any Special Developer Rights, and (2) the right of a Developer to elect or designate Board Members pursuant to the Code terminates unless the judgment or instrument conveying title provides for transfer of all Special Developer Rights held by that Developer to a successor Developer.

Section 15.5 – Liabilities of a Transferee of Special Developer Rights

The liabilities and obligations of persons who succeed to Special Developer Rights are as follows:

a) A successor to any Special Developer Right who is an Affiliate of a Developer is subject to all obligations and liabilities imposed on the transferor by the Declaration and Code.

b) A successor to any Special Developer Right, other than a successor described in paragraphs (c) or (d) of this Section 15.5, who is not an Affiliate of a Developer, is subject to all obligations and liabilities imposed by the Declaration and Code: (i) on a Developer which relate to such Developer's exercise or non-exercise of Special Developer Rights; or (ii) on the transferor, other than: (A) misrepresentations by any previous Developer; (B) warranty obligations on improvements made by any previous Developer, or made before this Declaration is recorded; (C) breach of any fiduciary obligation by any previous Developer or appointees to the Board of Directors; or (D) any liability or obligation imposed on the transferor as a result of the transferor's acts or omissions after the transfer.

c) A successor to only Special Developer Rights reserved in the Declaration and/or Code to maintain models, sales offices, customer service offices and signs, if such successor is not an Affiliate of Developer, may not exercise any other Special Developer Right, and is not subject to any liability or obligation as a Developer.

d) A successor to all Special Developer Rights held by the transferor who is not an Affiliate of that Developer, and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Living Units may declare the intention in a recorded instrument to hold those rights solely for transfer to another

person. Thereafter, until transferring all Special Developer Rights to any person acquiring title to any Living Unit owned by the successor, or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than any right held pursuant to the Code for the duration of the period that a Developer has the right to elect or designate Board Members, and any attempted exercise of these rights is void. So long as a successor Developer may not exercise Special Developer Rights under this Subsection, such successor Developer is not subject to any liability or obligation as a Developer.

Section 15.6 – Limitation on Liability of Transferee of Special Developer Rights

Nothing in this Article subjects any successor to a Special Developer Right to any claims against or other obligations of a transferor Developer, other than claims and obligations arising under this Declaration or the Code.

ARTICLE XVI
GENERAL PROVISIONS

Section 16.1 – Covenants Run with the Property; Binding Effect

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 portion thereof, including, without limitation, grantees, Tenants, Owners, and Occupants.

Each grantee accepting a deed, or Tenant accepting a lease (whether oral or written), which conveys any interest in any portion of the Property, whether or not the same incorporates or refers to this Declaration, covenants for himself or herself, his or her heirs, personal representatives, successors, and assigns, to observe, perform, and be bound by all 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 or her interest in the Property.

Section 16.2 – 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 Living Unit or mailed, postage prepaid, to the last known address of such Person (or principal place of business if a corporation or other entity), provided, however, that a notice of "delinquency" of any payment due hereunder shall be made by personal delivery to such Living Unit (or principal place of business if a corporation or other entity), or by certified or registered mail, return receipt requested. The effective date of such a notice shall be the date said notice is personally delivered, or postmarked, as the case may be.

Notices to the Developer shall be deemed given only when received and must be either by hand delivered or mailed by certified or registered mail, postage prepaid, to Pulte Homes of Ohio, LLC (Developer), 387 Medina Road, Suite 1700, Medina, Ohio 44256 with a copy to Matthew T. Viola, Esquire, Kohrman Jackson & Krantz PLL, 1375 East Ninth Street, 20th Floor, Cleveland, OH 44114.

Section 16.3 – Enforcement of Waiver

The Association, or any Owner, shall be empowered and 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 Association or anyone permitted in 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 16.4 – Construction of the Provisions of this Declaration

The Developer, the 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 any adjudication by arbitrator(s) or a court of competent jurisdiction to the contrary, the Developer's, the Association's or the Design Review Committee's construction and 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 Developer, the 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 by the Developer, the Association or Design Review Committee, as the case may be.

Section 16.5 – Reservations by Original Developer – Exempt Property

a) Original Developer reserves the right and easement for itself and owners of nearby lands to whom Original Developer, in Original Developer's sole discretion, may 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, and rights-of-way in, on, or over the Property (as the Property may be expanded by a Subsequent Amendment) 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 by the party to whom such right and easement had been granted.

b) Original Developer 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, 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, structure or other improvement thereon. Any damage caused thereby shall be promptly repaired and the land shall be restored to its prior condition.

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

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

e) Original Developer reserves the right to impose, reserve or enter into additional covenants, easements and restrictions with grantees of Living Units and Sublots 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 rights-of-way intended for the use of or used by more than one Owner. Any easements or rights referred to in this Article, whether granted by Original Developer prior to the filing of this Declaration or subsequent thereto, shall at all times have priority over the provisions of this Declaration and any lien created under this Declaration.

g) So long as Developer is a Class "B" Member, no person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without the Developer's written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Developer.

Section 16.7 – Severability

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

Section 16.8 – Agreement to Encourage Resolution of Disputes Without Litigation

a) Developer, the Association and its officers, directors and committee members, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving Pioneer Ridge without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suite in any court with respect to a Claim described in subsection b), unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in this Section 16.8 in a good faith effort to resolve such claim.

b) As used in this Article, the term "Claim" shall refer to any claim, grievance, or dispute arising out of or relating to:

(1) the interpretation, application, or enforcement of this Declaration or the Code;

(2) the rights, obligations, and duties of any Bound Party under the Governing Documents;

(3) the design or construction of improvements within the Community; or

(4) a challenge to any decision by the Board or any Committee;

except that the following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 16.2:

- any suit by the Association to collect Assessments or other amounts due from any Owner;

- any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of this Declaration;

- any suit between Owners, which does not include Developer or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of this Declaration or the Code;

- any suit in which any indispensable party is not a Bound Party; and

- any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 16.8(c), unless the part or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

c) Notice. The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice ("Notice") to each Respondent and to the Board stating plainly and concisely:

(1) the nature of the Claim, including the Persons involved and Respondent's role in the Claim;

(2) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(3) the Claimant's proposed resolution or remedy; and

(4) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

d) Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

e) Mediation. If the Bound Parties have not resolved the Claim through negotiation within 30 days of the date of the Notice (or within such other agreed upon period), the Claimant shall have 30 additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the Northeast Ohio area. Each Bound Party shall submit to the mediator a written summary of the Claim.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for and participate in good faith in the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and liability to the Claimant (but not third parties) on account of such Claim.

If the Bound Parties do not settle the Claim within 30 days after submitting the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date the mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

Each Bound Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all fees charged by the mediator.

f) Settlement. Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the Bound Parties. If any Bound Party thereafter fails to abide by the terms of such agreement, then any other Bound Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the Bound Party taking action to enforce the agreement shall, upon prevailing, be entitled to recover from the non-complying Bound Party (or each one in equal proportions) all costs incurred in enforcing such agreement, including, without limitation, attorneys' fees and court costs.

g) In addition, to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association shall not initiate any judicial or administrative proceeding against the Developer or anyone else unless first approved by a vote of Members entitled to cast 75% of the total Member votes in the Association, except that no such approval shall be required for actions or proceedings:

(1) initiated during the Class "B" Control Period;

(2) initiated to enforce the provisions of this Declaration, including collection of Assessments, and foreclosure of liens and seeking injunctive relief for non-monetary violations;

(3) initiated to challenge *ad valorem* taxation or condemnation proceedings;

(4) initiated against any contractor (exclusive of the Developer), vendor, or supplier of goods or services arising out of a contract for services or supplies; or

(5) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it;

This Section shall not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings. The Association cannot sue anyone with respect to any issues on individual homes including, without limitation, construction and warranty claims, and can only sue for issues regarding the Common Areas.

Section 16.9 – 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 Property; provided, however, that any mortgagee in actual possession, or any purchase 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 Property.

Section 16.10 – Duration and Amendment of Declaration

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

a) For so long as the Developer or a successor designated by the Developer is the Owner of a fee simple interest in the Property, the Original Developer 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 Property requires such modification or waiver, or if in its judgment the purposes of the general plan of development of the Living Units will be better served by such modification or waiver, provided no such amendment, modification or waiver shall materially and adversely affect the value of existing Living Units or shall prevent a Living Unit from being used by the Owner in the same manner that said Living Unit was used prior to the adoption of said amendment, modification or waiver. To modify the Declaration in accordance with this paragraph, Original Developer shall file a supplement to this Declaration setting forth the Amendment, which supplement need not be, but shall at Original Developer's request, be executed by the Association and all Owners of real property within the Property. Each such Owner, by accepting a deed to his or her Living Unit or other real property, hereby appoints Original Developer his attorney-in-fact, coupled with an interest, to execute on his or her behalf any such amendments. Each amendment shall be effective when signed by the Original Developer and filed for record with the Recorder of Lorain County.

b) This Declaration may also be amended by Original Developer or the Association at any time and from time to time for the purpose of: (1) complying with the 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 entity, or private insurance company which performs (or may in the future perform) functions similar to those currently performed by such entities; or (2) inducing any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages, or (3) correcting clerical or typographical or obvious factual errors in this Declaration or any Exhibit hereto or any supplement or amendment hereto; or (4) complying with the underwriting requirements of insurance companies providing casualty insurance, liability insurance or other insurance coverages for the Association; or (5) bringing any provision hereof into compliance or conformity with the provisions of any applicable governmental stature, ordinance, rule or regulation or any judicial determination; or (6) correcting obvious errors or inconsistencies between this Declaration and other documents governing Pioneer Ridge, the correction of which would not have a material adverse affect upon the interest of any Owner or Eligible Mortgage Holder; or (7) enabling a title insurance company to issue title insurance coverage with respect to the Property or any portion thereof. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Developer and/or to the Board to vote in favor of, make, or consent to a Subsequent 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 a grant and acknowledgment of, and a consent to the reservation of the rights of the Original Developer to vote in favor of, make and record a Subsequent Amendment. To effect said amendment, Original Developer shall file a supplement to the Declaration setting forth the Subsequent Amendment which shall be signed by Original Developer and shall be effective upon the filing of the Subsequent Amendment with the Lorain County Recorder.

c) Original Developer shall have the right to amend this Declaration at any time and from time to time in accordance with or in implementation of any of the rights granted to or reserved by Original Developer in this Declaration.

d) Except as expressly provided in this Declaration, and after expiration of the period set forth in Section 16. 10(a), 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 the Class "B" Member and the vote of at least a majority of the voting power of the Class "A" Members unless a greater percentage of vote is required pursuant to this Declaration or in accordance with the statutes of the State of Ohio; provided, however, that any amendment which would terminate or materially affect the easements set forth in Article III 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 in writing to such amendment; provided further, that any amendment affecting the rights of Developer in this Declaration shall not be effective without the prior written consent of Developer; and provided further, no amendment may increase the financial burden of an Owner without the prior written consent of such

Owner. Written notice shall be given each Member at least ten (10) 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 Association, signed by the Developer if the amendment affects the rights of the Developer and filed for record with the Lorain County Recorder.

Section 16.11 – Liability of Owners for Certain Types of Damage

Unless an Owner is liable under Ohio law, absolute liability shall not be imposed upon an Owner for damage to the Common Areas or Sublots, including improvements thereon, of others where maintained by the Association, whether caused by such Owners, their families, guests or invitees.

Section 16.12 – Interest Rates

After this Declaration shall have been recorded for five (5) years or more, the Board shall have the right 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 16.13 – 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 George W. Bush, President of the United States of America, and Richard Cheney, Vice-President of the United States of America.

Section 16.14 – Conflict with City Ordinances

Should any part of this Declaration conflict with the requirements of the North Ridgeville PCD ordinance generally, and more specifically in the areas of; (i) amount of Open Space, (ii) care of Open Space and recreational facilities, (iii) maintenance of driveways and utilities, and (iv) easements and recordation of same, then that particular portion of this Declaration which is in conflict shall be null and void and have no effect. The provisions of the North Ridgeville PCD ordinance shall prevail over any non-conforming provision of this Declaration.

IN WITNESS WHEREOF, the parties have signed this document this 17 day of September, 2014.

PULTE HOMES OF OHIO, LLC
a Michigan limited liability company

By: _____

PIONEER RIDGE HOMEOWNERS' ASSOCIATION, INC.,
an Ohio non-profit corporation

By: _____

STATE OF OHIO)
MEDINA ~~CUYAHOGA~~ COUNTY) SS)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named PULTE HOMES OF OHIO, LLC a Michigan limited liability company, by STAN KATANIC, its Authorized Representative, who acknowledged that he executed the within instrument and that such execution was the fee act and deed of said limited liability company, and was his free act and deed both individually and in his capacity as officer of said limited liability company.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this 17 day of September, 2014.

_____
NOTARY PUBLIC
My Commission Expires: 10-21-14

STATE OF OHIO)
MEDINA ~~CUYAHOGA~~ COUNTY) SS)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named PIONEER RIDGE HOMEOWNERS' ASSOCIATION, INC., an Ohio nonprofit corporation, by STAN KATANIC, its President, who acknowledged that she executed the within instrument and that such execution was the fee act and deed of said corporation and was her free act and deed both individually and in her capacity as officer of said corporation.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this 17 day of September, 2014.

_____
NOTARY PUBLIC
My Commission Expires: 10-21-14

NOTARIAL SEAL STATE OF OHIO

STACEY SANDERS
Notary Public, State of Ohio
Cuyahoga County
My Commission Expires Oct. 21, 2014

EXHIBIT "A"

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

Situated in the City of North Ridgeville, County of Lorain, State of Ohio and known as being Sublots Nos. 547, 548, 549 & 550 as shown on the plat known as Pioneer Ridge Subdivision No. 11 by Del-Webb, which was recorded on July 12, 2013 as Lorain County Instrument No. 2013-0469661 in Plat Vol. 98, Page 78, being a resubdivision of Sublots 149 through 152 in the Pioneer Ridge Subdivision No. 2 by Del-Webb recorded in Plat Volume 85, Pages 37-38 Lorain County Records, and part of Original Ridgeville Township Lot 37 now in the City of North Ridgeville, Lorain County, Ohio.

Situated in the City of North Ridgeville, County of Lorain, State of Ohio and known as being Sublots Nos. 551 through 604 and Blocks "GG" and "HH" as shown on the plat known as Pioneer Ridge Subdivision No. 12 by Del-Webb, which was recorded on May 20, 2014 as Lorain County Instrument No. 2014-0505230 in Plat Vol. 99, Pages 98-99, being part of Original Ridgeville Township Lots 36 & 37 now in the City of North Ridgeville, Lorain County, Ohio.

EXHIBIT "B"

CERTIFICATE OF COMPLIANCE AND STATUS OF ASSESSMENTS WITH RESPECT TO THE RESALE OF A LIVING UNIT IN PIONEER RIDGE NORTH RIDGEVILLE, OHIO

Pioneer Ridge Homeowners' Association, Inc., a non-profit Ohio corporation (the "**Association**"), created to govern, operate, control and administer the "Areas of Common Responsibility" for Pioneer Ridge, North Ridgeville, Lorain County, Ohio ("**Pioneer Ridge**") and to supervise and enforce the Declaration of Covenants, Conditions, Easements and Restrictions for Pioneer Ridge (the "**Declaration**") hereby certifies as follows:

1. The Association has received notice of a proposed sale of Living Unit located at _____, North Ridgeville, Ohio.

2. The proposed purchaser(s) of the Living Unit (is) (are) _____.

3. The Owner(s) of the Living Unit (is) (are) _____.

4. The Association has no record of a violation of the Covenants and Restrictions contained in the Declaration except _____ (if none, write "None").

5. The current annual Common Assessment attributable to the Living Unit is $_____. The Common Assessments are payable at the rate of $_____ per (month) (quarter) (annually); said Common Assessments being paid through _____ 20____.

6. The current annual Attached Home Assessment attributable to the Living Unit (if any) is $_____. The Attached Home Assessments are payable at the rate of $_____ per (month) (quarter) (annually); said Attached Home Assessments being paid through _____ 20____.

7. A fee of $_____ is payable to the Association upon the issuance of this Certificate in accordance with the terms of the Declaration.

This Certificate of Compliance is being issued pursuant to Section 7.26 of the Declaration.

PIONEER RIDGE HOMEOWNERS' ASSOCIATION, INC.

By: _____

Date: _____, 20 ____