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NANCY ABBOTT
MEDINA COUNTY
RECORDER
MEDINA, OH

RECORDED ON
04/11/2006 02:26:15PM

REC FEE: \$304.00
PAGES: 36 DOC
TYPE:
DECLARATION

COUNTY

NANCY DONAHUE ABBOTT

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IS THE FIRST PAGE OF THIS DOCUMENT)

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF
EASEMENTS
FOR WINDSOR
PARK**

Declarant, Sharon-Copley LLC, is the owner of certain real estate in Montville Township, Medina County, Ohio, described in Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as "Property").

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and reservation of easements herein, which are for the purpose of protecting the value and desirability of and which shall run with the Property submitted hereunder or which may subsequently be added, and shall be binding on all parties having any right title or interest in the Property, its successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITION

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1.1. Allocated Interests. "Allocated Interests" means the Common Expense Liability and votes in the Association as set forth in Article III

1.2. Assessments. "Assessments" means those charges upon the Lots established by Article VII of this Declaration.

1.3. Association. "Association" means Windsor Park Homeowners Association, an Ohio nonprofit corporation, its successors and assigns. Except as the context otherwise requires "Association" shall mean the Board of Trustees acting on behalf of the Association,

1.4. Builder. "Builder" means any person or entity (including the Declarant) who acquires a Lot for the purpose of improving that Lot and erecting a Dwelling Unit thereon for resale to an Owner.

1.5. Common Elements. "Common Elements shall mean any real estate owned or leased by the Association other than a Lot, including easements in favor of the Association

1.6. Common Expense Liability. "Common Expense Liability" means the liability for Common Expenses allocated to each Lot pursuant to Article III, of this Declaration.

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1.7. Common Expenses. "Common Expenses" means expenditures made by, or financial liabilities of the Association, together with any allocations to reserves.

1.8. Declarant. "Declarant" means Sharon Copley Limited Liability Company, its successors and assigns. Mailing address 3443 Medina Road, Suite 101, Medina, Ohio 44256

1.9. Declarant Control Period. "Declarant Control Period" means the period of time that the Declarant may appoint members of the Board of Trustees and the officers

of the Association as set forth in Article XIII.

1.10. Declaration. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Windsor Park, including any amendments thereto.

1.11. Development Period. "Development Period" means the period commencing on the date of recording of this Declaration and ending on the date **seven (7) years** thereafter within which the Declarant has the right to submit Additional Land to the **terms** of this Declaration.

1.12. Dwelling Footprint. "Dwelling Footprint" means that portion of the Property that will be replatted into Cluster Lots and is bounded by the outside perimeter of the foundation of the Dwelling Unit and the outside perimeter of any deck or patio appurtenant to the Dwelling Unit.

1.13. Dwelling Unit. "Dwelling Unit" means a building situated on the Properties designed and intended for use and occupancy as a single-family residence.

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

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

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

1.17. Owner. "Owner" means the Declarant or other person or entity who owns a Lot but does not include a person or entity having an interest in a Lot solely as security for an obligation.

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

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1.19. Record Plan. "Record Plan" means the recorded plat for Windsor Park Subdivision, Medina County Recorder's Document # 2006PL000032 , and any subsequent plats or replats thereof

1.20. Supplemental Declaration. "Supplemental Declaration shall mean an amendment or supplement to this Declaration executed by or consented to by Declarant which subjects additional property to this Declaration, imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or designates property as Common Elements and Limited Common Elements. The term shall also refer to any instrument which may be recorded by the Association pursuant to Article XII, Section 12.1, of this Declaration to subject Additional Property to this Declaration

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

1.22. Wooded Areas. "Wooded Areas" shall mean those areas so designated as wooded areas on the plat

1.23. Landscape Buffer: "Landscape Buffer" shall mean those areas so designated as Landscape Buffer areas on the plat.

ARTICLE II

LOTS AND NEIGHBORHOODS

2.1. Types of Lots. The Lots shall be single-family lots for the construction and occupation of a single-family Dwelling Unit. Such Lots shall abut dedicated streets.

2.2. Description of Lot Boundaries. The boundaries of the Lots shall be those as set forth on the Record Plan.

ARTICLE IT

ALLOCATION OF ALLOCATED INTERESTS

3.1. Common Expense Liability. The allocation of Allocated Interests for Common Expense Liability shall be determined in accordance with the allocation of the various assessments as set forth in Article VII, Section 78.

3.2. Votes in the Association. The allocation of Allocated Interests for voting purposes shall be one vote per Lot.

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ARTICLE IV

COMMON ELEMENTS AND EASEMENTS

4.1. Description. The Common Elements shall be any portion of the Property owned by the Association in fee or by easement or leased to the Association. The Common Elements include the private streets and common sidewalks within the Property as identified on the Record Plan. These private streets are expressly declared to be easements for ingress and egress for the benefit of the Owners and others as set forth in this Declaration. The Common Elements shall be held, used and maintained as common green space as defined in the Montville Township Zoning Resolution. The wooded area/areas shown on the plat and marked as Blocks A B and C shall be maintained by the Association in substantially the same condition as on this date and shall remain wooded areas with the understanding that except for natural aging of the stock, there shall be no "clearing" of the land herein designated as wooded areas.

4.2. Easements. The Lots and Common Elements shall be subject to certain easements These easements shall be appurtenant to and pass with the title to

the Lots

4.2.1. Enjoyment. The Common Elements and Lots shall be an easement of enjoyment in favor of the Lots and Owners. Such easement shall be limited to the purposes for which the easements are created Nothing herein shall be construed to provide any right of access to the Lots by any persons who are not Owners thereof.

4.2.2. Access. The Common Elements shall be subject to permanent nonexclusive easement for ingress and egress in favor of the Lots Such easements shall be limited to the purposes for which the easements were created. A non-exclusive easement is granted to the owners of all Lots, occupants, their guests and invitees, and to all police, fire and other emergency personnel, and to all similar persons, and to the local governmental authorities, but not to the public in general, to enter upon the Common Elements, including the private streets as shown on the Record Plan in the performance of their duties.

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

4.2.4. Montville Township. A non-exclusive easement is granted to the Montville Township, and to all police, fire and other emergency personnel, ambulance operators, delivery, garbage and trash removal personnel, and to all similar persons, and to the local governmental authorities, but not the public in general, to enter upon the Common Elements and the Surface Water Management System in the performance of their duties. In the event of nonperformance or maintenance of the Common Elements that affect the public interest by the Association, Montville Township and other appropriate governmental bodies shall have the right, after proper notice, to make improvements and perform maintenance functions with the costs levied as a lien

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against the Association, the property of the Association members, and/or the property of the Unit Owners. Advance notice is not necessary for emergency entrance onto Common Elements, such as common green space and recreation

facilities.

4.3.1 Limited Common Elements. The Limited Common Elements shall be those portions of the Common Elements which may be allocated for the exclusive use of one or more but fewer than all of the Lots. The Limited Common Elements shall include:

4.3.1.1. Mailboxes, air conditioner pads, driveways and lead walks.

4.3.1.2. Sewer, gas, water and electric lines which serve more than one Lot or Dwelling Unit. The portion serving only the Lot shall be allocated solely to that Lot, and any portion thereof serving more than one Lot or a portion of the Common Elements is a part of the Common Elements. Other items as shown on the Record Plan and any replat thereof.

4.3.2. Title. The title to the Limited Common Elements shall be held by the Association in accordance with the conditions, limitations and rights set forth in this Article.

4.3.3. Allocation. Unless otherwise stated on the plats, the Limited Common Elements shall be allocated to the Lots to which they are adjacent and which they serve.

4.3.4. Use. Each Owner is hereby granted an exclusive and irrevocable license to use and occupy the Limited Common Elements allocated to such Owner's Lot.

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

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

4.5.1. Restrictions set forth in this Declaration and any Amendments or Supplemental Declaration

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

4.5.3. The right of the Association to levy assessments for the Common Expenses and

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other assessments as set forth herein

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

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

4.5.6. The Common Elements cannot be conveyed, altered or mortgaged for any use that is inconsistent with the Montville Township Zoning Resolution without the prior consent of the Montville Township Trustees In the event that the Association is dissolved, the Common Elements shall be conveyed to a successor entity to hold such property in accordance with this Declaration, the terms of the Montville Township Zoning Resolution, and such conveyance shall not be made without the prior consent of Montville Township.

4.5.7. All rights granted to the Association in this Declaration

4.5.8. Development rights and Special Declarant Rights as set forth in Articles XV and

XVII.

4.6 Each owner shall maintain his or her property including the

structures thereon, drainage easements, street trees and sidewalks in accordance with this Declaration and the easements, covenants, conditions, restrictions and reservations set forth on Exhibit B, which is attached hereto and made part hereof

ARTICLE V

SURFACE WATER MANAGEMENT

5.1. Surface Water Management System. The Surface Water Management System shall consist of the "Storm Easements" and "Storm water Management Easement" as shown on the Record Plan. The Association shall maintain and administer the Surface Water Management System in accordance with the guidelines as may be promulgated from time to time by Montville Township/Medina County. The Association shall have primary responsibility for the maintenance of the retention basin, including any pipes, concrete gutters or mechanical devices

5.2. Surface Water Management System Easements. Each Lot shall be subject to and shall be

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benefitted by an easement for storm sewers, drainage and surface water management as more particularly shown on the Record Plan. Such easement shall be non-exclusive as to the Owners and shall run to the Association, which has control and responsibility for drainage and surface water management. Such easement, however, shall not run to the public at large

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

5.4. Individual Maintenance. Each Owner shall maintain that portion of the Surface Water Management system, which serves only that Owner's Lot. Each Owner shall have primary responsibility for grass-cutting and vegetation control within the easements located on his or her lot. Such responsibility shall include keeping these easements clean and unobstructed Maintenance of the Surface Water Management System shall in accordance with the guidelines and standards set forth by Montville

Township/Medina County. If any portion of the Surface Water Management System which serves only one Lot is damaged, the owner of that portion shall promptly cause it to be repaired

5.5. Retention Basin Maintenance. The Association shall provide for all maintenance of the retention basin, including vegetation control and debris removal.

5.6. Restriction on use. No Owner shall use or permit any other persons to use the Surface Water Management System in any manner which would constitute a nuisance, hazard or unsanitary condition or be in violation of any local, state, or federal law ordinance, rule, regulation or statute.

ARTICLE VI

OWNERS ASSOCIATION

6.1. Formation. The Declarant has caused or will cause to be chartered in accordance with Chapter 1702 of the Ohio Revised Code a nonprofit corporation named Windsor Park Homeowners Association. The purposes for the Association are to provide for the administrative governance, maintenance and upkeep of the Property and to promote the health, safety, and welfare of the Owners and Occupants of the Property.

6.2. Membership. The membership of the Association shall at all times consist exclusively of Owners of the Lots. All such Owners shall be Members. Membership shall be appurtenant to and may not be separated from such ownership. Every Sublot Owner will have a membership in the Homeowners' Association. No Sublot Owner, whether one or more persons, shall have more than one membership per dwelling Sublot owned. Membership within the Homeowners' Association will terminate upon the conveyance, transfer or assignment by such Sublot Owner of

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his ownership interest, at which time the new Sublot Owner will

immediately and automatically become a member of the Homeowners' Association.

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

Class A Member - Class A Members will be all Sublot Owners, with exception of Class B Members, if any (b) **Class B Member** - Class B Members will be the Declarant.

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

Notwithstanding anything herein to the contrary, until December 31st., 2012 (or sooner as the Class B Member may in its discretion decide), the Class B Member will have a total number of votes equal to not less than the number of votes cumulatively held by all of the Class A Members, plus one (1), providing the Class B Member with a majority of the votes of the membership. Upon expiration of the stated period, the Class B Member will be deemed to be a Class A Member, entitled to one (1) vote for each Sublot in which it holds the interest required for membership. At such time, the Declarant will call a meeting, as provided in the By-Laws for special meetings, to advise the membership of termination of Class B status. It is the intent of this Section that the Declarant possess exclusive control of the Association until the expiration of the stated period.

6.3. Powers of the Association. Subject to Special Declarant Rights hereinafter set

forth, the Association may:

6.3.1. Adopt and amend a Code of Regulations for the government of the Association, the **conduct of its affairs and the management of the Property**;

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

6.3.3. Adopt and amend budgets for revenues, expenditures and reserves and levy and

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collect **Assessments** from Owners;

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

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

6.3.6. Make contracts and incur liabilities;

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

6.3.8. Cause additional improvements to be made as part of the Common Elements except that this power shall be limited to improvement required solely for surface water management;

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

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

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

6.3.12. Impose charges for late payments of Assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the Declarations, Code of Regulations, Rules and Regulations of the Association;

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

6.3.14. Provide for indemnification of its officers and board of trustees and maintain directors and officers' liability insurance;

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

6.3.16. Exercise any other powers conferred by the Declaration, Code of Regulations or Articles of Incorporation;

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6.3.17. Exercise all other powers that may be exercised in this state by nonprofit corporations,

6.3.18. Exercise any other powers necessary and proper for the governance and operation of the Association;

6.4 Voting Rights. Subject to special Declarant Rights as set forth in Article XIII, Members shall be entitled to vote on matters properly before them in accordance

with this Article, the Code of Regulations and the laws of the State of Ohio.

6.5 Number of Votes. Subject to the rights set forth herein-above for Class B members, each lot shall have one vote. If only one of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the Owners casts the vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks No votes allocated to any Lots owned by the Association may be cast

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

Unless expressly reserved and the Association is notified of such reservation, a land contract vendee as defined in Chapter 5313 of the Revised Code, shall be deemed the proxy of a land contract vendor for purposes of this section.

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

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

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Declaration. The Declarant, or an affiliate of the Declarant, may be employed as a managing agent or manager.

No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without termination fee on ninety (90) days or less written notice.

ARTICLE VII

ASSESSMENT S

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

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

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

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

7.4.1. Any costs incurred by the Association in the performance of

any maintenance in accordance with Article VIII, Section 8.3.;

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

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

7.4.4. Any costs associated with the enforcement of this Declaration or the Rules and Regulations of the Association, including, but not limited to attorneys fees, witness fees and

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costs, and court costs.

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

7.6. Computation and Payment of Annual General Assessment. The annual General Assessment shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Code of Regulations. This Assessment shall be effective as to each Lot on the

first day of the Association's fiscal year. The initial Annual General Assessment as to each Lot shall commence on the first day of the month following the earlier of (i) its conveyance to an Owner other than a Builder; or (1) occupation of the Dwelling Unit. The initial Annual General Assessment shall be \$250.00. It shall be prorated on a monthly basis to the end of the Association's fiscal year, and shall be collected at closing of the conveyance of the Lot from the Builder So long as

there has been **no default in payment of the assessment**, it shall be payable in **annual installments due on the first day of each fiscal year** The Board shall have the power from time to time to adopt such billing, collection and payment procedures, charges and other payment time schedules, as it deems appropriate.

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

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

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

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

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

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7.8.4. Notice of Lien. The Association may file a notice of lien with the Recorder of Medina County. Such notice shall not be required for the Association to enforce its lien.

7.8.5. Priority of the Lien. The lien created by this Section shall be prior to all liens and encumbrances recorded subsequent to this Declaration except the lien for real

estate taxes and assessments and the lien of any bona fide first mortgage filed of record

7.8.6. Subordination and Mortgagee Protection. Notwithstanding any of the provisions hereof to the contrary, the lien of any Assessment levied pursuant to this Declaration (and any late charges, interest, costs and attorney fees) shall be subordinate to, and shall in no way affect the rights of the holder of a first mortgage made in good faith for value received, provided, however, that such subordination shall apply only to Assessments, or installments thereof, which have become due and payable prior to the date of Sheriff's sale of such Lot pursuant to a foreclosure or the date of a deed in lieu of foreclosure. Such sale or transfer shall not relieve the mortgagee or the purchaser of a Lot at such sale from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment.

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

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

7.9. Delinquency and Acceleration. Any installment of an Assessment provided for by this Declaration shall become delinquent if not paid on the due date as established by this Declaration or by the Board. With respect to each installment of an Assessment not paid within five (5) days of its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, costs of collection, reasonable attorney fees and interest at the rate provided in Section 1343.03 of the Ohio Revised Code (and as amended from time to time). Interest shall be calculated from the date of delinquency to the date full payment is received by the association. If any installment of an Assessment is not paid

within thirty (30) days of its due date the Board may, at its election, declare all of the unpaid balance of the Assessment without further notice or demand to the Owner. The Association may enforce the collection of the full Assessment and all charges

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thereon in any manner authorized by law or this Declaration. The filing of any petition for relief pursuant to the United States Bankruptcy Code by an Owner whose Assessment has been accelerated shall operate as a restoration of the Assessment to its prior status as if it has not been accelerated

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

7.11. Personal Obligation. The Assessments, including fines, if any, payable by each Owner, together with any penalty, interest, costs and reasonable attorney fees shall be the personal obligation of the owner of the Lot at the time incurred. The personal obligation shall not pass to any successors in title unless expressly assumed by them.

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

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

ARTICLE VIII

UPKEEP OF THE PROPERTY

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

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

8.3. Landscape Buffer Areas. The Landscape Buffer Areas shown on the plat shall be maintained by the owner of the lots which are adjacent to each such buffer area. In the event any lot owner fails to maintain the Landscape Buffer Area adjacent to his lot, then the Association shall have the right to provide such maintenance pursuant to Section 8 4 and 85 and assess the lot for the cost of such maintenance.

8.4 Association's Right to Maintain. In the event that an Owner shall fail to provide maintenance as required by this Declaration in a manner satisfactory to the Association, and such

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Owner has failed to comply for ten (10) days after being so notified of such failure and upon being provided an opportunity to be heard concerning such failure, then the Association shall have the right, through its agents and employees, to enter upon said lot and repair, maintain and restore the Lot. In the event that such failure poses a health, safety or security risk, then no notice or hearing need be given. The cost of such maintenance and repair shall be assessed against the subject Lot in accordance with Article VII, Section 75 Nothing in this Section shall be construed as giving the Association any right to repair, maintain or restore any Dwelling Unit.

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

agents or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon any lot at reasonable hours on any day.

ARTICLE IX

RESTRICTIONS

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

9.1.1. Compliance with Laws. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all

vernmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner

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

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

9.1.4. Signs. Except for such as may be posted by the Declarant or any Builder for sales

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and marketing purposes, no signs of any permanent character shall be erected, posted or displayed on any Lot. "For sale" signs, political or similar such residential purpose signs, not exceeding six (6) square feet in area may be erected, posted or displayed on a temporary basis.

9.1.5. No Trade or Business. No trade or business of any kind may be conducted in or from any Lot or Dwelling except that an Owner or Occupant of a Lot or Dwelling Unit may conduct such business activity within the Lot or Dwelling Unit so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Lot or Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Property, (c) the business activity does not involve persons coming on to the Lot who do not reside in the Property; and (d) the business activity is consistent with the residential character of the Property.

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

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

9.1.7. Parking; Vehicle Repairs. Except in connection with construction activities, trucks, trailers, campers, recreational vehicles, boats and other large vehicles may be parked on the Property only if in garages. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Property. Vehicle repairs and storage of vehicles are permitted on the Property only if in garages. Recreational vehicles and boats may be parked in the driveways for a period not to exceed twenty-four (24) hours for the purpose of cleaning, loading or unloading.

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

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9.1.9. Open Fires. Open burning is not permitted on the Property, except that outdoor fireplaces, grills, and chimneys may be used if equipped with fire screens to prevent the discharge of embers or ashes.

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

9.2. Architectural Restrictions. The following architectural restrictions shall be applicable to all Lots

9.2.1. Plan Approval. No structure shall be placed, erected or installed upon any Lot, no construction (which term shall include within its definition staking, clearing, excavation, grading, and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place until the requirements of this section have been fully met. Prior to any construction, the Owner or Builder shall first submit to the Declarant (which for the terms of this section shall include its designee) a complete set of building plans for the proposed

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

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

9.2.3. Association's Right of Plan Approval. After Declarant's right of plan approval has expired, the Association shall be responsible for plan approval The Declarant may assign its right of plan approval or any portion thereof, to the Association

9.2.4. No Liability. Each Owner and builder is responsible to insure that all construction or any modifications, are in compliance with the restrictions and approved plans. If the Developer or the Trustees have acted in good faith on the basis of such information possessed by

them, neither the Developer, the **Board nor any Trustee** shall be liable to **the Association or to any Owner for any damage**, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, **drawings and specifications**, whether or not defective, or (b) the construction or performance of any work whether or not pursuant to approved plans, drawings, and specifications.

9.2.5. Dwelling Type. No building shall be erected, altered, placed or be permitted to remain on any Lot other than one single-family dwelling and a garage for at least two cars. A single-family dwelling shall meet the following requirements:

9.2.5.1. A one story dwelling structure, the living area being the first floor space only, **constructed with a basement and a space between the first floor ceiling and the roof of adequate heights to permit its use as a dwelling place.**

9.2.5.2. A story and a half or Cape Cod dwelling structure, the living area of which is on two levels connected by a stairway and constructed with a basement. The upper level is constructed within the gable portion of the roof. **Window penetrations are made by use of dormers**

9.2.5.3. A two-story dwelling structure, the living area of which is on two levels connected by a stairway, constructed with a basement.

9.2.6. Dwelling Floor Areas. The living area of the Dwelling Unit exclusive of porches, decks, attics, basements, areas not heated year round and garages shall be no less than the areas set forth in a Supplemental Declaration for each Neighborhood.

9.2.7. Roof Requirements. The roof and gables of each Dwelling Unit shall be no less than 6 - 12 pitch. Porch and patio roofs may be 4 - 12 pitch. All shingles shall be of a uniform color. All roof penetrations shall be located on the rear side of the Dwelling Unit

9.2.8. Set Back, Minimum Elevation and Yard Requirements. All Dwelling Units shall be located in accordance with the building set back lines, minimum ba

rdance with the building set back lines, minimum basement elevation and yard requirements as shown on the Record Plan and as set forth in the Montville Township Zoning resolution. The Owner or Builder shall be responsible for compliance with these standards Declarant shall not be responsible for any failure to comply with these standards.

9.2.9. Front Yards and Driveways. Front yards shall be landscaped and seeded within ninety days after closing, weather permitting. All driveways shall be paved with concrete, brick or paving stones within ninety days after closing, weather permitting

9.2.10. Construction Materials. No Dwelling Units shall be constructed of concrete block, cinder block or other similar materials unless the exterior of the Dwelling Unit is covered with brick and/or siding No underground Dwelling Units shall be permitted

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9.2.11. Exterior Siding. Any wooden sheeting materials must have prior approval.

9.2.12. Front Storage. No front porch shall be used for the storage of any items except normal porch furniture. No front yard shall be used for storage of any kind of items. This restriction shall not apply to building materials and/or equipment stored on the Lot during construction of the Dwelling Unit

9.2.13. Radio and Television Antennas. With the exception of eighteen inch home satellite dishes, no exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Dwelling Unit, without the prior written approval as provided in Section 9.2 1, and in accordance with the Guidelines established by the Declarant or the Association. A copy of the current Guidelines is attached as Exhibit C. Nothing herein shall be construed so as to be in conflict with current Federal Communications Commission's rules and regulations for antennas.

9.2.14. Air Conditioning and Heat Pump Equipment. Air-conditioning and heating equipment should be located and screened in such a manner so as to provide minimum visual impact from other Lots.

9.2.15. Awnings. No metal or plastic awnings for windows, doors or patios

may be erected or used.

9.2.16. Exterior Carpeting. No exterior carpeting shall be permitted if it is visible from the street or any neighboring Lot

9.2.17. Mailboxes. Each Owner, at his or her expense, shall install a matching mailbox/ paper box in accordance with specifications as to style and color determined by Declarant.

9.2.18. Foundations. All Dwelling Unit foundations facing any street shall be brick, stone, decorative block or poured wall with decorative imprint

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

9.2.20. Completion. Construction of a Dwelling Unit on any Lot shall be completed with one (1) year from the date construction is started.

9.2.21. Lot Maintenance. All Lots must be kept mowed and free of debris and clutter. During construction, each Owner and builder shall be responsible for keeping the streets and adjacent Lots clean and free of debris. The Declarant shall have the right to assess an Owner or Builder for the cost of mowing or clean up in the event that the Owner or Builder fails to do so

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Owners shall be responsible for all costs incurred to repair or replace damaged curbs and/or gutters along the front of the Owner's Lot resulting from construction vehicles or any negligence during the construction of the Dwelling Unit.

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

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

9.3.1.1. Levy a fine against the Owner or Occupant, which shall also be an **Individual Assessment** under Section 7.5.

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

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

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

9.3.2. Notice and Opportunity to be Heard. Prior to any action, the Board shall give the Owner and/or Occupant reasonable notice of the violation and an opportunity to be heard. Such notice and opportunity shall not be required in emergency situations or for repeated or continuing violations

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

ARTICLE

X

INSURANCE AND CASUALTY LOSSES

10.1. Insurance. The Association's Board of Trustees, or its duly authorized agent shall have the authority to and shall obtain blanket "all-risk" property

insurance, if reasonably available, for

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all insurable improvements on the Common Elements and such other property as the Association is obligated to maintain and insure if blanket "all-risk" coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained The fact amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

10.2. The Board shall also obtain a public liability policy covering the Common Elements, insuring the Association and its Members for all damage or injury caused by the negligence of the Association, any of its Members, employees or agents, or any other person who has a right to occupy a Dwelling Unit. The public liability policy shall have at least a Two Million (\$2,000,000.00) Dollar single person limit as respects bodily injury and property damage a One Million (\$1,000,000.00) Dollar limit per occurrence, if reasonably available, and a Three Hundred Thousand (\$300,000.00) Dollar minimum property damage limit

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

10.4. All insurance coverage obtained by the Board of Trustees shall be written in the name of the Association as trustee for the respective benefitted parties. as further identi insurance shall be governed by the provisions hereinafter set forth

10.4.1. All policies shall be written with a company authorized to do business in Ohio which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M Best Company, Inc., if reasonably available, or, the most nearly equivalent rating which is available

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

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

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

10.4.5. All property insurance policies shall have an inflation guard endorsement, if

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reasonably available, and if the policy contains a co-insurance clause, it shall also have an agreed amount endorsement. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Medina County area.

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

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

10.5.2. A waiver of the insurer of its rights to repair and reconstruct, instead of paying

cash;

10.5.3. A statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of any one or more individual Owners,

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

10.5.5. A statement that any "other insurance" clause in any policy exclude individual Owners' policies from consideration, and

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

10.6. Other Insurance. In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation coverage, if and to the extent required by law, Trustees' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on Trustees, officers, employees, and other Persons handling or responsible for the Association's funds, and flood insurance, if reasonably available. The amount of fidelity coverage shall be determined in the Trustees' best business judgment but, if reasonably available, may not be less than one-sixth (1/6) of the annual Base Assessments on all Units, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

10.7. Individual Insurance. Each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk property insurance on the Lot; the

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Dwelling Unit and structures associated therewith. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his or her Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article X of this Declaration. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and ruins and thereafter the Owner shall maintain the Lot in a neat and attractive, landscaped condition consistent with the standard prevailing in the neighborhood.

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

10.8.2 Any damage or destruction to the Common Elements shall be repaired or reconstructed unless the Members representing at least seventy-five (75%) percent of the total Class "A" vote of the Association, if Common Elements, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of

whether the damage or destruction to Common Elements shall be repaired or reconstructed.

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

10.9. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies held by the Association are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided Any proceeds remaining after defraying such costs of repair or reconstruction shall be retained by and for the benefit of the

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Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s), as their interests may appear, shall be retained by and for the benefit of the association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee,

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

10.11. Additional Insurance Provisions. The Declarant or Board, without a

vote of the Unit Owners, may amend the provisions of this Article or any supplemental provisions set forth in a Supplemental Declaration, if such amendment is necessary to comply with secondary mortgage market guidelines or is necessary or desirable to meet the requirements of any institutional

lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may issue or purchase loans on a Unit.

ARTICLE XI

CONDEMNATION

11.1. Whenever all or any part of the Common Elements shall be taken (or conveyed in lieu of and under threat of condemnation by the Board, acting on its behalf or on the written direction of all Owners of Lots subject to the taking, if any) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association, as trustee for all Owners, to be disbursed as follows:

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

11.1.2. If the taking does not involve any improvements on the Common Elements, or if there is a decision made not to repair or restore, or if there are net

funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XII

DEVELOPMENT RIGHTS

12.1. Submission of Additional Land. The Declarant reserves the right, from time to time, to add additional and other land to the property and to subject the same to the provisions of this Declaration without the consent of the Owners at any time during the Development Period, provided that any such proposed addition is adjacent to the existing property (or adjacent to any property which may have been added thereto). Property abutting or located across a street or highway from any portion of existing property, or added property, or located within two hundred (200) feet from any portion of the existing property, or added property, shall be considered to be adjacent to it. The submission shall be accomplished by the filing of a Supplemental Declaration identifying the Additional Land, the Lots and the Common Elements and by obtaining appropriate Township approval During any Declarant Control Period, annexation of Additional Land shall require the prior approval of the Federal Housing Administration or the Veterans Administration, if either such agency is insuring or guaranteeing the mortgage on any Lot.

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

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

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

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

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

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

12.4. Assignment of Development Rights. The Declarant reserves the right to assign any or all of its Development Rights to any person or entity for the purpose of further development and

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improvement of the Property No assignment shall be effective unless in a writing filed with the Recorder of Medina County, Ohio

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

ARTICLE XIII

SPECIAL DECLARANT RIGHTS

13.1. Use of Sale Purposes. Declarant reserves for itself, its successors and assigns, and any Builder the right to maintain sales offices and models on the Lots

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

**13.3. Control of the
Association.**

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

13.3.1.1. Sixty (60) days after the conveyance of seventy-five (75%) of the Lots (including Lots to be included on the Additional Land) to Owners other than Declarant or any Builder.

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13.3.1.2. Seven (7) years after recording of this Declaration. However, in all circumstances, Developer must notify Montville Township 30 days prior to any turnover of the homeowner association and Developer, prior to the turnover of the homeowner association must have completed its obligations with reference to the work required for the green space and common areas as defined and required under the Conditional Use Zoning Permit issued by Montville Township.

13.3.2. Early Termination of Control. The Declarant may voluntarily surrender

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

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

Right to Amend Documents. Notwithstanding anything above to the contrary, this Declaration may be amended, with the consent of Montville Township, and which consent shall be exercised in good faith and shall not be unreasonably withheld at any time without the vote of Owners by a written instrument executed by the Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant's original intent; making any change necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Lot. No such amendment, however, shall materially affect any Owner's interest in the Association or the Common Elements. Each Owner and his mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by a Declarant to be necessary or proper to effectuate the provisions of this paragraph.

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ARTICLE XIV

**DURATION, AMENDMENT AND
TERMINATION**

14.1. Duration. This Declaration, and its provisions, shall be covenants running with the land and shall bind the property and shall (regardless of whether any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by Declarant, the Association, and each Owner, Occupant and their legal representatives, heirs, devisees, successors and assigns and shall continue in full force and effect for twenty (20) years from the date on which this Declaration is recorded. Thereafter this Declaration shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Article

14.2. Amendment. Except as provided in Section 13 5, prior to the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument executed by Declarant, approved by the Owners of at least 75% of all Lots, and the prior approval of the Federal Housing Administration or the Veterans Administration, if either such agency is insuring or guaranteeing the mortgage on the Lot.

14.2.1. Except as provided in this Section 14.2, after the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least seventy-five (75%) percent of all Lots.

14.2.2. All amendments shall be executed by the Declarant, and any Builder, if required, and shall be executed by the President and Secretary of the Association Such Amendment shall certify that the proper notices were sent and that the requisite vote was obtained. Amendments need not be signed by the Owners nor the

Federal Housing Administration or the Veterans Administration.

14.2.3. Any amendment that purports to amend the definition, use or maintenance of the Common Elements shall have the prior approval of the Montville Township Board of Zoning Appeals with advice of legal counsel.

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

14.3.1. Consent Required. This Declaration may be terminated only upon consent of Eighty (80%) Percent of the Owners and the prior consent of Montville Township, and if during the Declarant Control Period, by consent the Declarant and the prior approval of the Federal Housing Administration or the Veterans Administration, if either such agency is insuring or guaranteeing the mortgage on any Lot.

**14.3.23 Agreement to Terminate. No termination shall be effective unless an agreement to terminate is filed for record with the Medina County Recorder.
This agreement**

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shall be executed in the same manner as a deed by the requisite number of Owners. The agreement shall provide for disposition of the Common Elements, disposition of Association funds and other resolutions and provisions necessary to terminate the regime and wind up the affairs of the Association.

ARTICLE XV

MISCELLANEOUS

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

15.2. Notices. Any notice required or permitted to be given to an Owner or resident by the Board pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, addressed to such person's last address as it appears on the records of the Association,

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

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

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

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

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

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IN WITNESS WHEREOF, Sharon Copley Limited Liability
Company signed this Declaration this 2310 day of DECEMBER ,

2005.

Sharon Copley Limited Liability Company

M. Joseph Beine, Jr.

STATE OF OHIO)
COUNTY OF MEDINA) SS

Before me, a Notary Public in and for said County and State, personally appeared the above named *Sharon Copley Limited Liability Company*, by M. JOSEPH BEIENE Jr, Manager,, who acknowledged that he did sign the foregoing instrument, that he had full authority to sign said instrument and that the same is the free act and deed of said limited liability company and his free act and deed personally as an officer of said limited liability company

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at MEDINA, this 234 day of Dezember, 2005

duson

in Hendricks

WNO

Prepared by:

John P. Malone,
Tr.

SUSAN M HENDRICKS NOTARY
PUBLIC - STATE OF OHIO
MY COMMISSION

EXPIRES 7-23-2004.

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LEGAL DESCRIPTION

Situated in the Township of Montville, County of Medina and State of Ohio and known as being Sublot Nos 1 thru 56 and Blocks A thru C of Windsor Park Subdivision , Phase I, and being a part of Montville Township Lot No 63, as shown by Medina County Recorder's Document #2006PL000032.

Sublot 1 Sublot 2 Sublot 3 Sublot 4 Sublot 5 Sublot 6 Sublot 7 Sublot 8 Sublot 9 Sublot 10 Sublot 11 Sublot 12

PP# 030-11B-31-134 PP# 030-11B-31-135 PP# 030-11B-31-136 PP# 030-11B-31-137
PP# 030-11B-31-138 PP# 030-11B-31-139 PP# 030-11B-31-140 PP#
030-11B-31-141 PP# 030-11B-31-142 PP# 030-11B-31-143 PP# 030-11B-31-144 PP#
030-11B-31-145

Sublot 32 Sublot 33 Sublot 34 Sublot 35 Sublot 36 Sublot 37 Sublot 38 Sublot 39 Sublot 40 Sublot 41 Sublot 42 Sublot 43 Sublot 44 Sublot 45 Sublot 46 Sublot 47 Sublot 48 Sublot 49 Sublot 50 Sublot 51 Sublot 52 Sublot 53 Sublot 54 Sublot 55 Sublot 56

PP# 030-11B-31-146 PP# 030-11B-31-147 PP# 030-11B-31-148 PP# 030-11B-31-149 PP#
030-11B-31-150 PP# 030-11B-31-151 PP# 030-11B-31-152 PP# 030-11B-31-153 PP#
030-11B-31-154 PP# 030-11B-31-155 PP# 030-11B-31-156 PP# 030-11B-31-157 PP#
030-11B-31-158 PP# 030-11B-31-159 PP# 030-11B-31-160 PP# 030-11B-31-161 PP#
030-11B-31-162 PP# 030-11B-31-163 PP# 030-11B-31-164 PP# 030-11B-31-165
PP# 030-11B-31-166 PP# 030-11B-31-167 PP# 030-11B-31-168 PP#
030-11B-31-169 PP# 030-11B-31-170

Sublot 13 Sublot 14 Sublot 15 Sublot 16 Sublot 17 Sublot 18 Sublot 19 Sublot 20
Sublot 21 Sublot 22 Sublot 23 Sublot 24 Sublot 25 Sublot 26 Sublot 27 Sublot 28
Sublot 29 Sublot 30 Sublot 31

PP# 030-11B-36-068 PP# 030-11B-36-069 PP# 030-11B-36-070 PP#
030-11B-36-071 PP# 030-11B-36-072 PP# 030-11B-36-073 PP# 030-11B-36-074
PP# 030-11B-36-075 PP# 030-11B-36-076 PP# 030-11B-36-077 PP# 030-11B-36-078
PP# 030-11B-36-079 PP# 030-11B-36-080 PP# 030-11B-36-081 PP#
030-11B-36-082 PP# 030-11B-36-083 PP# 030-11B-36-084 PP# 030-11B-36-085 PP#
030-11B-36-086
Block A Block B Block C
PP# 030-11B-31-171 PP# 030-01B-31-172 PP# 030-11B-36-088

**NOTE: SUBLot 57, AS SHOWN ON THE PLAT, IS EXCLUDED FROM THE
DECLARATION**

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EXHIBIT B

1. Designation of Common Elements. The property described in Attachment #1 shall be deemed to be Common Elements as set forth in Article IV of the Declaration

a) Designation of Maintenance. The Common Elements described in Attachment #1 shall be part of the Association's responsibility for maintenance pursuant to Article IV, Section 4.1 Such maintenance responsibility includes street signage and the landscaping and entryway monuments. Montville Township assumes no responsibility for maintenance of any item that is within the Association's maintenance responsibility

2. Reservation of Easements. Declarant reserves unto itself, its successors and assigns, landscape easements, landscape/walk easements, drainage easements and utility easements as shown on the Record Plan Drainage easements shown and noted on the Record Plan shall be part of the Surface Water Management System as set forth in the Declaration.

3. Owner's Responsibility. Each Owner shall maintain his or her

property, including the structures thereon, drainage easements, street trees and sidewalks in accordance with Article IV of the Declaration.

4. Utilities. The Lots shall be subject to an easement five (5) feet wide on the side of each Lot; twelve (12) feet wide on the front of each Lot and ten (10) feet along the exterior and interior boundaries of the subdivision and along the green space for the purpose of installing, operating, maintaining and servicing pole lines, cables and conduits for utility service and cablevision franchise. The character of the installation and structures which may be reconstructed, removed and maintained in, on and through these easements shall include, but not limited to, all incidental appurtenances, such as, guys, conduits, poles, anchors, transformers, par mount transformers, hand holes, etc. Said easement right shall include the right, without liability therefore, to remove trees and landscaping, including lawns within said easements premises which may interfere with the installation, maintenance, repair or operation of the electric and or communication facilities, and with right of access, ingress to and from any of the within premises for exercising and of the purpose of this right of way and easement grant.

5. Restrictions. The following restrictions apply to the Property described in Exhibit A.

- a) **Dwelling Unit Size.** Dwelling Units within this Neighborhood must be at least 1700 square feet for a one story type dwelling, 1800 square feet for a one and one-half story dwelling and 1800 square feet for a two-story dwelling. Square footage for other types of dwellings (quad Levels, tri-levels and bi-levels, if permitted) shall be determined by the

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Declarant upon plan review. Declarant reserved the right to make minor variances if, in its sole opinion, the intent of the section is maintained.

- b) **Fences.** No fence of any sort, may be erected unless and until prior approval in accordance with Section 9.2 of the Declaration has been obtained. The Declarant has reserves the right to prohibit all fences or types of fences on certain Lots No fence shall be erected in the front yard. For purposes of this

section, the front yard shall run from the street right of way to the rear line of the Dwelling Unit. Privacy fences, if permitted, shall not exceed six (6) feet in height yard fencing shall not exceed five (5) feet in height. Dark green or black mesh fencing material may be attached to the split rail fences to provide for additional enclosure. Invisible pet fences are permitted without prior approval.

- c) Other Structures. No structure of a temporary character, trailer, or shack shall be permitted on any Lot. Barns, storage sheds or other outbuildings must have prior approval in accordance with Section 9.2. Such outbuildings must be located near the rear of the Lot, shall not exceed 120 square feet in floor area, not exceed 12 feet in height, must be constructed with siding materials and shingles to match the Dwelling Unit.**

Construction trailers and/or storage sheds shall be permitted only during construction.

- d) Pools and Spas. No swimming pools of any type shall be permitted All hot tubs and spas must be in ground or if above ground incorporated into a deck and have prior approval in accordance with section 9.2 of the Declaration. All hot tubs and spas must be screened with a privacy fence. Privacy screening shall not exceed six (6) feet in height**

- e) Playground Equipment. Normal playground equipment shall be kept to the rear of the Dwelling Units and at least ten (10) feet from the side yard lot lines No basketball hoops shall be installed on any side of the dwelling Unit Only free standing, pole mounted basketball hoops with clear backboards shall be permitted**

- f) Clothes Drying. No outdoor clothes drying apparatus of any sort shall be permitted**

- g) Mailboxes, Lampposts. All mailboxes and lampposts must be of uniform design, style and color as determined by Declarant.**

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EXHIBIT B
ATTACHMENT #1

COMMON ELEMENTS

Situated in the Township of Montville, County of Medina and State of Ohio and known as being Blocks A thru C of Windsor Park Subdivision , Phase I, and being a part of Montville Township Lot No 63, as shown by Medina County Recorder's Document #2006PL000032,

Block A Block B Block C

PP# 030-11B-31-171

PP# 030-11B-31-172

PP#

030-11B-36-088

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EXHIBIT C

**WINDSOR PARK
ANTENNA GUIDELINES**

The following guidelines are hereby adopted by the Declarant and the Windsor Park Homeowners Association with respect to radio and television antennas. These guidelines are to be interpreted so as to balance the right of the individual owners to receive acceptable quality broadcast signals in accordance with FCC regulations with the right and duty of the Association to preserve, protect and enhance the value of the properties within the subdivision,

A. Prohibited Apparatus. All exterior antennas, except the following, are prohibited:

1. an antenna that is designed to receive direct broadcast satellite service, including direct

to-home satellite services, that is one meter or less in diameter; or 2

An antenna that is designed to receive video programming services via multipoint

distribution services, including multichannel multipoint

distribution services, instructional television fixed services, and

local multipoint distribution

services, and that is one meter or less in diameter or diagonal measurement; or 3. an antenna that is designed to receive television broadcast signals.

B. Permitted

Locations.

An antenna must be located in the rear yard or on the rear of the Dwelling Unit in such a manner so as not to be visible by a person of normal height standing at the edge of the street directly in front of the Dwelling Unit. Other locations are permitted if placement under these guidelines precludes reception of an acceptable quality signal. In such case, the owner and the Declarant or the Association shall attempt to find a location with the least visual impact upon the surrounding properties. An acceptable quality signal" is one that is intended for reception in the viewing area and is consistent with the quality of signals received by others in the immediate vicinity. No location shall be permitted if installation creates a line of sight problem for drivers in the vicinity. The Declarant or the Association may prohibit a location that imposes a legitimate safety concern. An example of a location that imposes a legitimate safety concern is one that is near high voltage power lines or one where the guy wires obstruct legitimate pedestrian access.

C. Other

Requirements.

The Declarant or the Association may require that the antenna be painted in a fashion that will not interfere with reception so that it blends into the background against which it is mounted or that the antenna be screened so as to reduce the visual impact. Any such requirements must be reasonable in light of the cast of the equipment or services and the visual impact of the antenna. The Declarant or the Association may impose restrictions on methods of installation that create legitimate safety concerns. For example, permitted methods of installation may include reasonable height restrictions and adequate bolting and guying.

D. Continued Maintenance.

Each owner shall maintain any antenna in a reasonable manner so as not to become unsightly. Each owner shall remove any antenna upon cessation of its use.

