

### **Dedication of Common Areas**

Pannonia, Inc., in recording this plat of OLD MILL VILLAGE Subdivision, has designated certain areas of land as common areas intended for use by the homeowners in OLD MILL VILLAGE for parks, playground, swimming and other recreational activities.

The designated areas are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the homeowners in OLD MILL VILLAGE as more fully provided in the Declaration of Covenants, Conditions and Restrictions applicable to OLD MILL VILLAGE dated February 13, 1967. Said Declaration of Covenants, Conditions and Restrictions is hereby incorporated and made a part of this plat.

## DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, Made this 13 day of February, A.D. 1967, by PANNONIA, INC., hereinafter called Developer.

### WITNESSETH:

Whereas, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with permanent parks, playgrounds, open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

Whereas, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

Whereas, Developer has incorporated under the laws of the State of Ohio, as a non-profit corporation, OLD MILL VILLAGE ASSOCIATION, for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

### ARTICLE I

Section 1. The following words when used in this Declaration or any Supplemental Declaration shall have the following meanings:

- A. "Association" shall mean and refer to the OLD MILL VILLAGE ASSOCIATION.
- B. "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to the Declaration or any Supplemental Declaration under the provisions of Article II, hereof;

- C. "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties;
- D. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined;
- E. "Residential Unit" shall mean and refer to any building or any portion of a building, or and unit of a condominium property, situated upon the properties designed and intended for use and occupancy, as a residence by a single family.
- F. "Multifamily Structure" shall mean and refer to any building containing two or more residential units under one roof except when such residential unit is situated upon its own individual lot;
- G. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Residential Unit situated upon The Properties, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- H. "Member" shall mean and refer to all those Owners who are member of the Association as provided in Article III, Section 1, hereof.
- I. Condominium Property shall mean and refer to that portion of any of the Properties which are submitted to the provisions of Chapter 5311 of the Ohio Revised Code or any amendments thereto for condominium ownership.
- J. A Condominium Plat shall not be considered a "subdivision plat" and/or "subdividing" as said terms are used herein.
- K. Common Areas and Facilities or Limited Common Areas and Facilities contained within a condominium development shall not be considered "common properties" as herein defined.
- L. "Residential Unit" and "Multi-Family Structure" and the rights and obligations pertaining to same as set forth in this Declaration shall unless otherwise specifically differentiated herein shall also be applicable to "living units" and "Condominium buildings" and the occupants and owners of same.
- M. "Condominium Unit Owners' Association" shall hereinafter be called "Condominium Association."

## **ARTICLE II**

Section 1. EXISTING PROPERTY. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Brunswick, County of Medina, State of Ohio, and is more fully described as follows:

All lands included in OLD MILL VILLAGE SUBDIVISION as recorded in Plat Records of the Recorder's Office of Medina County, Ohio.

## **ARTICLE III**

### **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1. MEMBERSHIP. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, Residential Unit, Multifamily Structure, or Commercial Structure, which is subject to the Covenants and Restrictions of record shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance or an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot, Residential Unit, or Multifamily or Commercial structure shall be the sole qualification for membership.

Section 2. VOTING RIGHTS. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot or Residential Unit, or one-half vote for each Residential Unit which is part of a Multifamily Structure. Owner, or owners of Commercial Structures shall be entitled to one vote for each \$40,000 valuation (cost of land plus building cost at time of construction). When more than one person holds such interest in any Lot, Residential Unit, Multifamily Structure, or Commercial Structure, all such persons shall be members. The vote for such Lot, Residential Unit, votes for Multifamily Structures and Commercial Structures, shall be exercised as they among themselves determine, but in no event shall be more that one vote for each Lot, or Residential Unit, or more than one-half vote for each Residential Unit which is part of a Multifamily Structure, or more than one vote for each \$40,000 valuation of a Commercial Structure as above provided, and granting owners of condominium units which are individually owned, a full vote as though the same was a residential unit.

Class B. (No Class B members in existence after July 1, 1972.)

## ARTICLE IV

### PROPERTY RIGHTS

Section 1. MEMBERS' EASEMENTS OF ENJOYMENT. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot or Residential Unit, subject to the following provisions:

- A. The right of the Association to limit the number of guests of members;
- B. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- C. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- D. The right of the Association to suspend the voting rights of members and the right of the members to the use of the recreational facilities for any period during which any assessment against his lot or residential unit remains unpaid; and for a period of not more than thirty days, for any infraction of its published rules and regulation;
- E. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) vote has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days or more than sixty (60) days in advance.
- F. The right of the individual members to the exclusive use of parking areas as provided in this Article.

Section 2. DELEGATION OF USE. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. Owners of Commercial Structures may assign their right of enjoyment to their tenants, their families or guests.

Section 3. TITLE TO THE COMMON AREA. The developer hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association. Said Common Area shall be free and clear of all encumbrances and liens for the improvement of said Common Area on or before March 1, 1970.

Section 4. PARKING RIGHTS. Ownership of each Lot or Residential Unit shall entitle said owners to share in the use of parking facilities provided for their use on the Common Properties.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Developer for each Lot and Residential Unit owned by him within the Properties hereby covenants and each owner of any Lot or Residential Unit by acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association:

- A. Annual assessments for maintenance;
- B. Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment falls due.
- C. Special assessments for all costs of enforcement and/or corrections and/or abatements arising out of breach or violation of the Covenants, Restrictions, Conditions, of the Declaration, the Bylaws and/or other obligations of the Association.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3. BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. Until the year 1970, all costs of completion, improvements, and maintenance of the Common Areas shall be borne by the Developer.

The fiscal year of the Association shall begin on March 1 of each year. Annual assessments shall be recommended by the Board of Directors of the Association and shall be approved if voted for by two-thirds of the vote of each class of members who are voting in person or by proxy at the annual meeting or any meeting called for that purpose. This meeting or any meeting called for the purpose of increasing the amount of the annual assessment in an amount greater than that allowed in the provisions of the subsequent paragraph shall be held in conjunction with the regular annual meeting of the Association and written notice shall be sent to the members of the Association not less than 30 days nor more than 60 days in advance of the meeting.

The annual assessment may be increased effective March 1<sup>st</sup> of any succeeding year without a vote of the membership in conformance with the average rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of December.

From and after March 1, 1970, the maximum annual assessments may be increased above that established by the Consumer Price Index formula by a vote of two-thirds of the members in the manner set forth above.

The Board of Directors of the Association may, after consideration of the current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all lots and residential units, for each vote in a commercial structure, and one-half (1/2) of this amount for each residential unit located in a multifamily structure.

Section 6. QUORUM FOR ANY ACTION AUTHORIZED. Under Section Nos. 3 and 4 at a meeting called as provided in Section Nos. 3 and 4 hereof, the presence at the

meeting of members in person or by proxy entitled to cast a simple majority (fifty-one percent (51%)) of the votes of all members of the Association shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section Nos. 3 and 4, and the required quorum at any such 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 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS AND DUE DATES. The annual assessments provided for herein shall commence as to all Lots and Residential Units on March 1, 1969. The first annual assessment shall be made for the balance of the calendar year and the first two months of the year 1970. Assessments for succeeding years shall run from March 1 to March 1 of the following year. The Board of Directors shall fix the amount of the annual assessment against each Lot or Residential Unit at least thirty days in advance of each assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Payment of said assessment shall be made to the office of the Association and may be paid on an annual or semi-annual basis as arranged with the office of the Association and the Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. EFFECT OF NON-PAYMENT OF ASSESSMENTS. Remedies of the Association. Any assessments which are not paid when due shall be delinquent, and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid within thirty days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent per annum, and the association may bring an action at law against the Owner obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or Residential Unit.

Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.



Section 10. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempt from the assessments created herein:

- A. All properties dedicated to an accepted by a local public authority
- B. The Common Area
- C. All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Ohio. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.
- D. All condominium property designated "Common Areas and Facilities or Limited Common Areas and Facilities."

## ARTICLE VI

### PARTY WALLS

Section 1. GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent no inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. WEATHERPROOFING. Notwithstanding any other provision of this Article, an Owner who by his 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.

Section 5. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribute from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. ARBITRATION. In the event of any dispute arising concerning a part wall, or under the provisions of this Article, each party shall choose one arbitrator, and such

arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and shall be final and conclusive.

Section 7. This Article shall not pertain to any common walls or party walls contained within a Condominium Development.

## ARTICLE VII

### ARCHITECTURAL CONTROL

Section 1. ARCHITECTURAL CONTROL APPROVAL REQUIRED. No permanent or temporary building, structure or other improvement, lighting or the placement of a fence shall be commenced, erected or maintained, nor shall there be any exterior addition or change (other than those characterized as minor by the Architectural Committee) to an improvement (i.e. planned home or existing home) until the following (collectively, the "Plans") shall have been submitted and recommended for approval to the Board of Directors in writing by the Architectural Committee: (a) detailed plans and specifications (showing design, size, materials, color, and finish); (b) plot plan (showing proposed location); (c) construction schedule; and (d) such other documents and information reasonably required by the Architectural Committee to evaluate any such improvement or change.

The Architectural Committee shall be composed of three representatives, appointed by the Board of Directors of the Association.

The vote at a meeting or the written consent without a meeting of any two representatives shall constitute an act by the Architectural Committee, except where its rules specify that a unanimous decision is required. The Architectural Committee shall adopt procedures and design and construction criteria which will guide its review to be approved by the Board of Directors.

The standards by which Plans will be evaluated shall emphasize the harmony of design and location in relation to the surroundings. Approval may be granted or denied by the Board of Directors in its sole discretion, based on its subjective view of aesthetics and without regard to its prior policies, acts or omissions.

The Board of Directors will approve, subject to conditions or reject any application in writing within thirty (30) days of the submission to it of the Plans and all other information reasonably requested by the Architectural Committee to enable it to evaluate the Plans and the proposed improvement or change. If the Board of Directors fails to respond within such thirty (30) day period, the Plans will be deemed approved.

The actual clearing of land, construction, landscaping and the complete structure, improvement or change shall conform to the approved Plans in all respects.

Neither the Architectural Committee, any member thereof, or Board of Directors shall be liable to any owner for any damage, loss of expense claimed on account of the approval or disapproval of Plans, whether or not defective, or the construction or performance of any work, whether or not pursuant to the Plans for the failure to approve any Plans.

Notwithstanding the foregoing provisions of the ARTICLE VII, the developer, its successors, transferees or assigns, shall have the sole right to control the appearance and design of newly constructed buildings without approval required of the Architectural Committee.

## **ARTICLE VIII**

### **EXTERIOR MAINTENANCE**

Section 1. **EXTERIOR MAINTENANCE.** The Owner of each Lot or Residential Unit shall provide reasonable exterior maintenance upon each such Lot or Residential unit as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, driveways, walks and other exterior improvements.

In addition to the maintenance upon the Common Properties, the Association may provide such exterior maintenance as above stated after giving proper notice under Article IX that such Lot Owner or Residential Unit Owner has not complied with the requirement of providing exterior maintenance. Such maintenance costs shall be assessed to Lot Owner or Residential Unit Owner and shall become a lien upon such Lot or Residential Unit and the obligation of the owner due and payable on all repairs as provided in Article V.

In the case of the Condominium, no work shall be performed except upon the request of the Condominium Association. In the event the Association determines that the Condominium Association has been negligent in not maintaining the exterior of building surfaces or other exterior improvements, it shall so notify the Condominium Association to remedy such deficiencies. Failure to correct any deficiencies will result in the Association obtaining the proper relief pursuant to Article IX, Section 1.

Section 2. **ASSESSMENT OF COST.** The cost of such exterior maintenance shall be assessed against the Lot or Residential Unit upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment of said property. It shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof.

Section 3. **ACCESS TO PROPERTY.** For the purpose solely of performing the exterior maintenance required and authorized by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the owner, to enter upon any Lot or exterior of and Residential Unit at reasonable hours on any day except Sunday or legal holidays.

## **ARTICLE IX**

### **USE RESTRICTIONS**

All sublots designated on the approved plot plans of OLD MILL VILLAGE Subdivision as one and two family lots shall be used for private residence purposes only. No building or structure shall be erected or allowed to remain on such premises except a one or two-family dwelling designated and intended for the occupancy of one or two families as stipulated on said approved plat, and an attached or detached garage for the use of each family. All lots to be used for commercial or multi-family dwellings shall be so designated.

No one (1) or two (2) family dwelling shall be more than two (2) stories in height. Excepting cluster homes, each single family two (2) story dwelling shall have a minimum living area of not less than two thousand (2,000) square feet. Excepting cluster homes, each single family one (1) story dwelling shall have a minimum living area of not less than one thousand eight hundred (1,800) square feet. Each two (2) family dwelling shall have not less than eight hundred eighty (880) square feet of living area. Each Multifamily structure shall have not less than four hundred fifty (450) square feet of living area. The minimum living area for cluster homes shall be as follows:

One (1) story slab	- 1,260 square feet
One (1) story with full basement	- 950 square feet
One and one-half (1 ½) story on slab	- 1,118 square feet
One and one-half (1 ½) story with full basement	- 880 square feet
Two (2) story on slab	- 974 square feet
Two (2) story with full basement	- 880 square feet

No concrete block or other basement exterior wall material shall be visible above graded ground level on any dwelling structure.

Hard surface drives and sidewalks of either concrete or asphalt construction will be required on all properties before completion of construction.

No building or structure erected as a residence may be used wholly or in part for any business, mercantile, mechanical or manufacturing purposes, or for a stable, or for any purpose which may endanger the health or unreasonably disturb the quiet enjoyment of the owners of the adjoining or neighboring land, except that the occupant may use a portion of the residence for his office provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other resident owner or occupant; and provided further that such activities do not involve the personal services of any occupant to not more than two (2) customers or other persons or clients at one time who come into the Association.

(a). No fowl or animals shall be maintained, harbored or kept for commercial purposes in any residential unit, multifamily structure or on any lot.

(b). No commercial vehicle, truck, tractor, mobile home or trailer (either with or without wheels) boats, campers, recreational vehicles, motor homes or any other transportation device or vehicle of any kind, shall be parked on a paved driveway or in a parking space (defined as a hard surface of concrete or asphalt) or lot without written permission from the Board for a limited period of time not to exceed five (5) days (120

hours). Passenger vehicles, as hereinafter defined, may be stored in a garage or parked on a hard surface drive of concrete or asphalt construction when incident to the residential use of the lot upon which such garage or drive is situated or to a residential unit for which such parking space is provided. A passenger vehicle is defined as a motor vehicle designed or used for carrying not more than nine (9) persons including any motor vehicle designed and used for carrying not more than fifteen (15) persons and a ride sharing arrangement and which can be parked within the enclosed garage space of a residential unit. This restriction shall not be deemed to limit the use of such parking facilities for service vehicles which purpose is to perform maintenance and delivery service to residential unit owners or lot owners in the Association during normal working hours. Any vehicle may be stored inside an enclosed garage space of a residential unit.

(c). No vehicle shall be left on a driveway or parking space or lot in an apparently inoperative condition; extensively damaged, such damage including by not limited to any of the following: missing wheels, tires, motor, transmission; without a current license plate; nor shall there be any major repairs to vehicles done on a driveway or parking space or lot, which repair will take longer than one (1) day to accomplish.

(d). No portion of the land lying directly in front of any residential unit shall be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks, drives, the planting of trees or shrubbery, the growing of flowers or ornamentation for purposes of beautifying the premises. This provision will not apply to condominiums which shall be governed by their own documents.

No billboard, signboard or other advertising device (other than a signboard offering for sale or lease, all or a part of the premises upon which it is erected) shall be erected or allowed to remain on said premises.

No parcel as set forth on the recorded subdivision shall be subdivided for any purposes whatsoever except upon the written approval of the Architectural Control Committee.

## **ARTICLE X**

### **EASEMENTS**

The Developer reserves the sole and exclusive right to grant easements for the construction and maintenance of electric, telephone and telegraph lines, and conduits or any other utility device in under or over the rear or front ten feet of any Sublot in said Subdivision with the further right to petition or contract for public improvements whether installed by public authority or by private contractor and to have same installed within the above specified boundaries on the street, road or boulevard upon which the same is situated.

## **ARTICLE XI**

## GENERAL PROVISIONS

### Section 1. REMEDY FOR VIOLATION OF COVENANTS, RESTRICTIONS AND RULES.

(a). *Abatement and Enjoinment.* The breach by an Owner or Occupant of any covenant, restriction, or provision contained in this Declaration or in the Bylaws shall give the Association the right after giving at least thirty (30) days written notice to the Owner or the Occupant, except in an emergency when only such oral notice (or no notice if appropriate) shall be given as the circumstances dictate:

(i). To enter upon the property or portion thereof upon which, or as to which, such violation or breach exists and to summarily cure, abate and remove, at the expense of the defaulting Unit owner, any condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration and Bylaws; and the Board, or its agents, shall not be thereby deemed guilty in any manner of trespass; provided, however, this right of summary abatement shall not permit the Association to alter or demolish any items of construction, which items of construction can only be altered or demolished pursuant to judicial proceedings; or

(ii). To enjoin, abate or remedy by appropriate judicial proceedings, either at law or in equity, the continuance of any violation or breach; or

(iii). All costs incurred in the enforcement of the provisions of the Declaration and Bylaws against any owner of any lot or residential unit or occupant including but not limited to attorney's fees and court costs, shall be assessed to the property and owner of the property against whom or whose occupant enforcement is sought.

Section 2. DURATION. The covenants and restriction of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by this Declaration and be forever appurtenant to the premises herein described unless an instrument signed by the Owners of two-thirds of the Lots or Residential Units has been recorded, agreeing to change said covenants and restrictions in whole or in part. No such agreement to change shall be effective unless made and recorded one year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least thirty days in advance of any action taken.

Section 3. NOTICES. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly mailed when sent by ordinary mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

### Section 4. INVALIDATION OF ANY COVENANTS OR RESTRICTIONS.

Invalidation of any of the covenants or restrictions by judgment or court order shall in no way affect or invalidate any other provisions hereof, but same shall remain in full force and effect.