

# WOODFIELD

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## E S T A T E S

### SUMMARY DISCLOSURE STATEMENT

JANUARY 1, 1996

**WOODFIELD ESTATES**

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**SUMMARY DISCLOSURE STATEMENT**

**OFFERED BY**

**KOPF CONSTRUCTION CORPORATION, AN OHIO CORPORATION**

Date of Disclosure Statement: January 1, 1996

**I.     INTRODUCTION:**

This Summary Disclosure Statement has been prepared by Kopf Construction Corporation, the Developer of a proposed residential community to be known as "Woodfield Estates, located in the City of Avon Lake, Lorain County, Ohio. This Summary Disclosure Statement consists of this document and the Exhibits attached hereto and incorporated herein. This Summary Disclosure Statement, including the Exhibits, generally describes to prospective purchasers of Lots in Woodfield Estates, what the Developer believes are the most material circumstances or features affecting Woodfield Estates. However, any inconsistency between the general information contained in this Summary Disclosure Statement and the terms and provisions set forth in the Exhibits shall be resolved in favor of the specific applicable Exhibit, since this Summary Disclosure Statement is only an abbreviated summary of such Exhibits.

**II.    EXHIBITS:**

The following are Exhibits to this Summary Disclosure Statement:

- A.   Exhibit 1:     Woodfield Estates Declaration of Restrictions, Reservations and Covenants (General Description of the Development) dated \_\_\_\_\_ (hereinafter referred to as the "Declaration").
- B.   Exhibit 2:    The Articles of Incorporation of Woodfield Estates Homeowners' Association, Inc.
- C.   Exhibit 3:     The By-Laws of Woodfield Estates Homeowners' Association, Inc. (hereinafter referred to as the "By-Laws").
- D.   Exhibit 4:    Management Contract between VIP Property Management Co. and the Association.

- E. Exhibit 5: A reduced size copy of the Preliminary Plan of the Woodfield Estates which shows the general location of proposed streets, lots, and green space areas in addition areas that may be added to the Land and subject to the Declaration as future phases of the Development, (hereinafter referred to as the "Preliminary Plan").

All terms not defined herein have the same meaning as is ascribed to them in the Declaration.

### III. DEVELOPER INFORMATION:

The Developer and entity offering the Lots for sale in the Woodfield Estates is Kopf Construction Corporation, an Ohio corporation. The principal place of business of Kopf Construction Corporation is located at 420 Avon Belden Road, Avon Lake, Ohio 44012. The telephone number is (216) 871-8234 if calling from Cuyahoga County or 933-6908 if calling from Lorain County. Future Phases of Woodfield Estates, if any, may be developed by Kopf Construction Corporation. The property manager for Woodfield Estates is VIP Property Management Co., whose address is 420 Avon Belden Road, Avon Lake, Ohio 44012 and whose telephone number is (216) 871-9320 if calling from Cuyahoga County or 933-7151 if calling from Lorain County.

### IV. WOODFIELD ESTATES:

Woodfield Estates is a residential community being developed by the Developer in Avon Lake, Lorain County, Ohio. It is presently anticipated that Woodfield Estates, when fully developed, will be comprised of approximately 47.51 acres and contain eighty-three single family residential building Lots. The Woodfield Estates development is located to the East of Jaycox Road, between the intersection of Walker Road and Jaycox to the South and the intersection of Electric Boulevard and Jaycox Road to the North. Initially there will be nineteen (19) residential Lots platted within Woodfield Estates, all of which will be owned by Developer at the time of platting. Additional Lots may be added in the future, although, except as described in this Summary Disclosure Statement, there is no obligation on the part of the Developer to include any Lots or other property in Woodfield Estates beyond the original nineteen (19) Lots.

All Common Areas (as that term is defined in the Declaration) may be transferred by the Developer to the Association at any time after the recordation of the Declaration. However, in no event shall the transfer of the Common Areas occur more than one (1) year after the Control Period (as such term is hereinafter defined) has terminated.

V. ASSOCIATION:

The Developer has established the Association to provide an entity responsible for the operation and administration of Woodfield Estates. The members of the Association will consist of all of the record owners of Lots within Woodfield Estates. Initially the Developer will control the Association and will have the right to designate all of the members of the Board of Trustees, and officers until the first election or until their appointment, as provided in the By-Laws. The Developer retains certain rights with regard to Woodfield Estates and its operation, as provided in the Declaration, during the period commencing on the date hereof and ending on the earlier of: (a) the fifteenth (15th) anniversary of the date hereof, or (b) one (1) year after the date that construction of all Residences within Woodfield Estates has been completed, including Residences on additional real estate which Developer may, from time to time, elect to add to Woodfield Estates, as provided in the Declaration (the "Control Period"). Until (i) the end of the Control Period or (ii) such earlier date, at the election of the Developer, the Developer will have the right to control the Association by designating its Trustees and officers.

The Association will be responsible for administering and enforcing the terms and conditions of the Declaration. This means, among other things, that the Association will be responsible for administering, operating and maintaining all so called Common Areas, Identification Areas, Identification Area Tree Lawns, internal roadway Hubs, etc., all as described in the Declaration. The Association's responsibility to maintain the Common Areas shall include the responsibility to maintain the area depicted as "Block A" on the Plat of Woodfield Estates Subdivision No. 1.

An operating reserve fund will be established by the Association. The original purchasers of Lots from the Developer will be required to deposit with the Association the sum of \$50.00 for the operating reserve fund. In addition, each Lot Owner (other than Developer) will be required to pay the Association \$100.00 per annum (prorated only with respect to the first purchaser from Developer on a calendar year basis from the date an Owner acquires title to a Lot), to be applied toward Association Expenses for Woodfield Estates. The amount of the annual assessment may be adjusted in the future by the Board of Trustees.

Except for the Developer, each Owner of a Lot is automatically required to pay all dues and assessments imposed by the Board of Trustees of the Association. The annual amount of such assessments shall be determined annually by the Board of Trustees, based upon the estimated operating expenses of the Association. Until such time as at least sixty three (63) Lots within Woodfield Estates have been sold and transferred by the Developer, the Developer will be responsible for the payment of the

difference, if any, between the actual operating expenses and the amount of assessments against the Owners; with the Developer responsible for such shortfall based on the number of Lots owned by it as of December 31 of the applicable year. Once sixty three (63) of the Lots have been transferred, the Developer shall not have any responsibility for the payment of any assessments or other charges and any deficit shall be entirely paid by the Owners.

If an Owner does not timely pay any assessment or other charge due to the Association or does not perform any obligation that the Owner is required to perform, the Association may file a lien against such Owner's Lot.

Operation and maintenance of all property or facilities for which the Association is responsible will be performed by VIP Property Management Co. ("VIP"), which is an affiliate of the Developer. The Association will enter into a Management Contract (the "Management Contract") with VIP for such services. The management Contract initially will be for the term of one (1) year, but will be automatically renewed on an annual basis unless terminated by either party upon ninety (90) days' notice. VIP will receive a management fee of Five Dollars (\$5.00) per month per Lot for its services pursuant to the Management Contract. However, VIP shall receive a minimum management fee of Eighty Dollars (\$80.00) per month regardless of the number of Lots subject to the Management Contract.

Any extraordinary repair or replacement of equipment of the Association shall be provided only upon the approval of the Association, and the cost thereof shall be paid by each Owner as an Assessment. Assessments shall be computed by the Board of Trustees of the Association, and each Owner shall be assessed his or her proportionate share, based upon the total number of Lots within Woodfield Estates.

Each prospective purchaser should understand that, by acquiring a Lot in Woodfield Estates, the purchaser will assume and be required to pay the Association Dues and Assessments. Other than the Developer, no Owner of a Lot within Woodfield Estates shall have any right to be exempted or excused from the payment of Association Dues and Assessments.

#### VI. THE DECLARATION:

The Declaration sets forth detailed covenants and restrictions which affect Woodfield Estates and each Lot and Residence to be constructed within Woodfield Estates. These restrictions include, by way of example, and not be way of limitation, restrictions and limitations on the use of the Lots and Residences, on the design and construction of the Residences, on landscaping, on the exterior color of the Residences, on the use of Residences or Lots for commercial, business or religious purposes,

on required maintenance obligations of the Owners, on the number and type of pets within any Lot or Residence and various other limitations, restrictions and requirements, all of which are set forth, in detail, in the Declaration and all of which have been established to maintain or enhance the value of properties within Woodfield Estates. The Association and, in certain instances, the Owners, have the right to enforce the terms and conditions of the Declaration.

#### VII. GREEN SPACE AREA:

The Declaration sets forth specific limitations on the use and maintenance of designated Green Space Areas. In general, the Declaration provides that to the extent possible all Green Space Area shall left forever wild with naturally occurring vegetation, with the least amount of interference as is possible. Specific limitations, restrictions and permitted uses of Green Space Areas are set forth in Sections 2.21, and 2.22 of the Declaration. Five (5) of the nineteen (19) Lots in Woodfield Estates Subdivision No. 1 contain designated Green Space Area. The Lots having designated Green Space Area in Phase I of Woodfield Estates are sublots 6, 15, 16, 17 and 18. The general location and approximate size and shape of each Green Space Area is depicted on the Preliminary Plan. The actual size and location of the Green Space Area on each Lot is shown on the Plat of Woodfield Estates.

In the event all or any portion of the additional real estate that is permitted to be added to the Land hereafter becomes a part of Woodfield Estates it is anticipated that additional areas will be designated as Green Space Areas. The additional Green Space Areas that are currently proposed are shown on the Preliminary Plan of the Woodfield Estates subdivision. A reduced size copy of the Preliminary Plan is attached as Exhibit "5" to this Discloser Statement. A full size copy of the Preliminary Plan is available for inspection at the sales office of the Developer. The actual Green Space Area on each Lot hereafter made a part of the Land and subject to the Declaration will be as set forth on the Plat of each additional phase of the subdivision. Prior to the recording of the Plat for each future phase of the development the Developer retains the absolute right to add additional Green Space Area to any proposed subplot or to remove all or any part of a Green Space Area designation from any subplot as currently proposed.

The proposed sublots of future phases of the Woodfield Estates Development which currently contain designated Green Space Area are as follows. Sublots 20, 21, 24, 25, 26, 27, 28, 29 and 30 of the proposed Phase II of Woodfield Estates subdivision (as currently designated) contain designated Green Space Area. Sublots 40, 41, 42, 44, 46, 47, 48, 50, 51, 52, and 53 of the proposed Phase III of Woodfield Estates subdivision (as currently designated) contain designated Green Space Area. Sublots 60, 61

and 63 of the proposed Phase IV of Woodfield Estates subdivision (as currently designated) contain designated Green Space Area. And sublots 76, 77 and 78 of the proposed Phase V of Woodfield Estates subdivision (as currently designated) contain designated Green Space Area.

VIII. CONCLUSION:

The contents of this Disclosure Statement, together with the contents of the Exhibits, are believed to be accurate and are prepared on the basis of the best information currently available to the Developer.

KOPF CONSTRUCTION CORPORATION

By

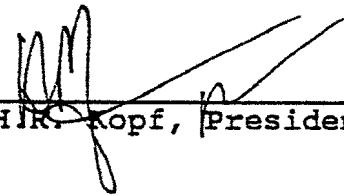
  
H.R. Kopf, President



EXHIBIT 1

TO  
SUMMARY DISCLOSURE STATEMENT  
FOR  
WOODFIELD ESTATES

DECLARATION OF  
RESTRICTIONS, RESERVATIONS AND COVENANTS

**WOODFIELD ESTATES**

**DECLARATION OF  
RESTRICTIONS, RESERVATIONS AND COVENANTS**

This Instrument Prepared by:  
KENNETH R. RESAR  
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List of Exhibits:

Exhibit "A" - Legal Description of the Real Estate

Exhibit "B" - Drawings

Exhibit "C" - Legal Description of Block "A"

Exhibit "D" - Depiction of the Identification Area on Lot 13

Exhibit "E" - Lot 13 Identification Area Legal Description

Exhibit "F" - Briargate Court Cul-De-Sac Hub Indemnity Agreement

WOODFIELD ESTATES  
DECLARATION OF  
RESTRICTIONS, RESERVATIONS AND COVENANTS

This Declaration of Restrictions, Reservations and Covenants ("Declaration") made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by Kopf Construction Corporation, an Ohio corporation ("Developer" or "Declarant").

W I T N E S S E T H

WHEREAS, Developer is the owner of the real property described in Exhibit "A" attached hereto and hereby made a part hereof; and

WHEREAS, Declarant desires to provide for the preservation of the value and amenities of the Land (as hereinafter defined) and Residences (as hereinafter defined) and for the maintenance of each Identification Area (as hereinafter defined), the Hubs (as hereinafter defined), the Identification Area Tree Lawns (as hereinafter defined), the Common Areas (as hereinafter defined) and other appurtenances, as described herein, and in connection therewith, to subject and benefit, as the case may be, the Land and Residences to the Covenants and Restrictions (as hereinafter defined), and each and all of the same are hereby declared to be and are for the benefit of the Land, Declarant and future Owners (as hereinafter defined); and

WHEREAS, Declarant has deemed it desirable for the preservation of the values and amenities of the Land and the Residences to establish entities to which, at the time set forth herein, will be assigned the powers, duties obligations and authority for maintaining and administering each Identification Area, the Hubs, the Common Areas and the Identification Area Tree Lawns and other appurtenances, for enforcing the terms of this Declaration and for collecting and disbursing funds to pay the Association Expenses (as hereinafter defined) as hereinafter provided;

NOW, THEREFORE, Declarant shall and does hereby declare that the Land and Residences are and shall be held, used, owned, occupied, transferred, sold and conveyed subject to the Covenants and Restrictions provided in this Declaration, which Covenants and Restrictions shall run with the Land and shall be binding upon and inure to the benefit of all persons and entities having any right, title or interest in any part of the Land, their heirs, personal representatives, successors and assigns.

## ARTICLE I

### DEFINITIONS

1.1 ASSOCIATION. The term "Association" shall mean Woodfield Estates Homeowners' Association Inc., an Ohio corporation not for profit to be organized by Declarant for the purpose of the administration and enforcement of this Declaration, as hereinafter set forth.

1.2 ASSOCIATION EXPENSES. The term "Association Expenses" shall mean all costs, fees and charges incurred by the Association in carrying out its powers, duties, obligations and authority, including, but without limitation:

(a) Any payments by the Association or Developer to employees or agents for services in the care, repair, replacement and operation of each Identification Area;

(b) Any cost incurred in the maintenance, repair and/or replacement of any improvements within or to any Identification Area;

(c) Any cost incurred in the maintenance, repair and/or replacement of signs, appropriate lighting, underground sprinkling system, walls, structures, fences, columns, grass, trees, shrubs and other plants and any other landscaping and/or related costs for each Identification Area, including any cost of electricity, water and/or natural gas;

(d) Any cost incurred in the maintenance, repair, and/or replacement of the underground sprinkling system, electrical system, and landscaping of any Identification Area Tree Lawn and/or cul-de-sac Hub area, including any cost of water and/or electricity, and any other cost incurred by the Association in maintaining and caring for the Briargate Court cul-de-sac Hub pursuant to the terms and conditions of the Indemnity Agreement between the Developer and the City of Avon Lake, (the "Indemnity Agreement");

(e) Any cost incurred in maintaining and caring for the Common Areas, including, without limitation, any cost incurred in the maintenance, repair and/or replacement of the landscaping and other improvements, if any, in the area depicted as Block "A" on the Plat and any cost incurred in the operation, maintenance, repair and/or replacement of any equipment used to perform such maintenance, repair, and/or replacement of the landscaping and other improvements;



(f) Any taxes or assessments with respect to any real or personal property owned by the Association;

(g) Any premiums for public liability and/or property insurance;

(h) Any legal and professional fees to advisers of the Association;

(i) Any management fees or charges;

(j) Any cost of performing any obligation of an Owner that such Owner has failed to perform, to the extent the Association fails to obtain reimbursement from such Owner therefor;

(k) Any cost of any service desired by the Association which is not provided by a municipality without charge to the Owners or the Association; and

1.3 BOARD OF TRUSTEES. The term "Board of Trustees" shall mean the Board of Trustees of the Association.

1.4 COMMON AREAS. The term "Common Areas" shall mean and include that part of the Land within Woodfield Estates from time to time made available for the general benefit of Woodfield Estates Lot Owners. Without limiting the generality of the foregoing, the term "Common Areas" shall include Block "A", as shown on the Plat and as described on Exhibit "C" attached hereto and made a part hereof. Developer may, from time to time, designate additional portions of the Land as being a part of the "Common Areas". All Common Areas, except for Block "A", will be deeded by Developer to the Association promptly following recordation of this Declaration.

1.5 CONTROL PERIOD. The term "Control Period" shall mean the period commencing on the date hereof and ending on the earlier of: (a) the fifteenth (15th) anniversary of the date hereof, or (b) one (1) year after the date that construction of all Residences within Woodfield Estates has been completed, including Residences on additional real estate which Developer may, from time to time, elect to add to Woodfield Estates, as provided in this Declaration.

1.6 COVENANTS AND RESTRICTIONS. The term "Covenants and Restrictions" shall mean the covenants, restrictions, obligations, easements, reservations, conditions, limitations, agreements and rights set forth in this Declaration.

1.7 DECLARATION. The term "Declaration" shall mean this instrument, as the same is from time to time amended as hereinafter provided.

1.8 GREEN SPACE AREA. The term "Green Space Area" shall mean that portion of the Land which is delineated as Green Space Area on the Plat of the Woodfield Estates Subdivision (including any additional Plat or Plats that may hereafter be included as part of the Woodfield Estates) and as shown on the Preliminary Drawing of the Woodfield Estates development. Developer may, from time to time, designate additional portions of the Land as "Green Space Area". The use and maintenance of the all Green Space Areas, including all designated Green Space Areas hereinafter added to the Land by Developer, shall be subject to the provision and restrictions of this Declaration.

1.9 HUB. The term "Hub" shall mean the island hub within any cul-de-sac of any road or drive within Woodfield Estates.

1.10 IDENTIFICATION AREA. The term "Identification Area" shall mean that portion of the Lot or Lots located at the entrance into Woodfield Estates from Jaycox Road or any other public road not within Woodfield Estates that is hereafter reserved for the purpose of identifying Woodfield Estates. Initially, the sole Identification Area is situated on that portion of Lot 13 so depicted on Exhibit "D" and as further described on Exhibit "E". As additional entrances to Woodfield Estates may be added, the term "Identification Area" shall also mean and include such areas within those Lots adjoining such additional entrances as the Developer may from time to time designate as being a part of the "Identification Area"; at which time or times, Developer may amend the descriptions of the "Identification Area" to reflect same.

1.11 IDENTIFICATION AREA TREE LAWN. The term "Identification Area Tree Lawn" shall mean the portion of that certain landscaped area of an Identification Area to be located between the sidewalk and the street curb, which portion may be wholly or partially located within a right of way.

1.12 LAND. The term "Land" shall mean the real estate from time to time subject to the provisions of this Declaration. Initially, the Land shall consist of the real estate described in Exhibit "A". Developer shall have the right, during the Control Period, to amend this Declaration for the purpose of adding additional real estate to the Land and/or for the purpose of withdrawing real estate from the Land and thereby subject such additional real estate or withdraw such withdrawn real estate from the operation of this Declaration.

1.13 LOT. The term "Lot" shall mean any plot of the Land shown upon any recorded Plat (as hereinafter defined) except that the term "Lot" shall not include any "Block" reflected on a recorded Plat, such as, by way of example and not by way of limitation, Block "A". Developer reserves the right to amend this Declaration to change any of the references to particular Lot numbers contained herein in order to make this Declaration

consistent with any revised or amended Plat and/or any revised numbering of Lots on any revised or amended Plat.

1.14 OFFICIAL APPROVAL. The term "Official Approval" shall mean (a) the written approval of Developer, or (b) after the Control Period, the written approval of at least a majority in number of the Trustees of the Board of Trustees.

1.15 OWNER. The term "Owner" shall mean any person or entity who acquires fee simple title to a Lot.

1.16 PLAT. The term "Plat" shall mean the drawing describing the portion of the Land and the easements encumbering the Land and appurtenant to the Land identified as Woodfield Estates Subdivision No. 1, recorded in Volume \_\_\_\_, Pages \_\_\_\_, and \_\_\_\_ of the Lorain County Records and as depicted on Exhibit "B"; provided however, in the event that any additional real estate is added to Woodfield Estates by Developer, then the term "Plat" shall include such revised or additional plat(s) as are recorded with any revisions or changes, as the same may be amended or supplemented from time to time to reflect additions to or withdrawals from the Land, as provided in this Declaration.

1.17 PRIVATE TREE LAWN. The term "Private Tree Lawn" shall mean that portion of a Lot between the Lot line and the street curb, excluding any driveway, apron or the like. The term "Private Tree Lawn" also shall not include any Identification Area Tree Lawn.

1.18 RESIDENCES. The term "Residences" shall mean the single family dwelling from time to time constructed upon any Lot. Although Developer presently contemplates that no more than eighty-three (83) Residences will comprise Woodfield Estates, more than eighty-three (83) Residences may be included in Woodfield Estates provided that the applicable laws of the City of Avon Lake are complied with.

1.19 TRUSTEE. The term "Trustee" shall mean a member of the Board of Trustees.

1.20 WOODFIELD ESTATES. The term "Woodfield Estates" shall mean the Land and all improvements thereon and appurtenances thereto.

## ARTICLE II

### RESTRICTIONS ON LOTS AND RESIDENCES

2.1 GENERAL RESTRICTIONS. No Residence shall be erected, altered, placed, or suffered to be upon any Lot unless such Residence shall meet the applicable requirements of this Article II.

2.2 RESIDENTIAL PURPOSES. Except as provided in Section 2.3, each Lot shall contain only one Residence, which Residence shall be used solely and exclusively for one single-family, private family dwelling with an attached garage.

2.3 COMMERCIAL RELIGIOUS OR PROFESSIONAL USES. With the exception of the business of each of the Declarants in developing, constructing and selling the Lots and Residences, no industry, business, trade or full-time occupation or professions of any kind, commercial, religious, educational or otherwise, whether or not designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any Lot; provided, however, an Owner may incidentally use an immaterial portion of such Owner's Residence for such Owner's office or studio, provided that the activities therein shall not interfere with the quiet enjoyment of any other Owner, that such use does not result in any Residence becoming principally an office, school or studio as distinct from a Residence, that such use is not advertised, listed or otherwise held out to be a business office to the general public and that there is no indicia visible from the exterior of the Residence which could indicate that the same is being utilized other than as a Residence.

2.4 ANIMALS. No horses, chickens or other fowl, livestock or other animals of any kind shall be raised, kept, harbored, or permitted upon any part of the Land, except that common household pets (such as domestic birds, dogs and cats) may be kept within any Residence or Lot, provided that they are not kept, bred, or raised thereon for commercial purposes. No more than three (3) dogs or cats more than four (4) months old may be kept by any Owner or within any one (1) Residence or Lot.

2.5 NOXIOUS ACTIVITIES. No noxious or offensive activity shall be carried on upon any Lot or within any of the Common Areas, nor shall any Lot or Residence be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the neighborhood.

2.6 SIGNS. Except with respect to signs within each Identification Area or within the Common Areas, and except with respect to any signs identifying Woodfield Estates, no sign, billboard or other advertising device (except a reasonable sign not larger than six (6) square feet offering the Residence for sale or rent and except any security system sign not more than one (1) square foot in size) shall be erected, placed or suffered to remain upon any Lot. Notwithstanding the foregoing, Developer and the Partnership, and any person, firm and/or corporation approved by Developer or the Partnership shall have the right to engage in commercial construction, marketing, leasing and sales activities, including, but not limited to, the maintenance of such signs on the Land as Developer, the Partnership or such approved entity may deem advisable.

2.7 ALCOHOLIC BEVERAGES. No spirituous, vinous and/or fermented liquor shall be manufactured (except so called "home manufacture" for on-premises consumption by the Owner) or sold, either at wholesale or retail, upon any part of the Land, and no place of public entertainment of any character shall be established, conducted or suffered to remain upon any part of the Land.

2.8 BOATS, CAMPERS, MOBILE HOMES, TRAILERS, COMMERCIAL TRUCKS AND RECREATIONAL VEHICLES. No boats, campers, mobile homes, trailers, commercial trucks, recreational vehicles or the like shall be parked or stored between the hours of 1:00 A.M. and 8:00 A.M. either (i) on any street or driveway within Woodfield Estates or (ii) otherwise outside of any Residence. The foregoing parking and storage restrictions shall not apply to the parking or storage of construction vehicles and equipment reasonably necessary to construct any Residence or other improvement in or to Woodfield Estates.

2.9 CLOTHESLINES. No outside clothesline or drying yard shall be permitted on any Lot.

2.10 REPAIR OF VEHICLES. No powered vehicle of any kind shall be constructed or repaired on any Lot except for normal maintenance performed by an Owner entirely within the garage that is appurtenant to the Residence of such Owner.

2.11 STORAGE OF MATERIAL AND TRASH HANDLING. No lumber, metals, bulk material, refuse or trash shall be burned, whether in indoor incinerators or otherwise (excluding the burning of wood in a fireplace), kept, stored or allowed to accumulate on any portion of the Land, except normal residential accumulation pending pick-up, reasonable amounts of racked firewood for normal residential use and building materials during the course of construction or reconstruction of any approved building or structure.

2.12 GENERAL CONSTRUCTION AND IMPROVEMENT LIMITATIONS.

(a) No oil or gas well or derrick shall be drilled or maintained upon any part of the Land. No elevated or exterior tank of any kind shall be erected, placed or permitted upon any Lot.

(b) Except as otherwise provided in this Section 2.13(b), no carport, detached garage, tent, treehouse or treefort, detached utility shed, barn, shack, temporary building, outbuilding or guest home of any kind, shall be erected, placed or suffered to remain upon any Lot; provided, however, Developer and those persons, firms or corporations employed by Developer shall have the right to erect temporary structures to accommodate construction and/or sales activities with respect to the development and

marketing of all or any part of Woodfield Estates. Further, nothing herein contained shall prohibit the installation of a decorative "gazebo", in the rear yard of any Residence if Official Approval for such gazebo, including the Plans (as hereinafter defined) therefor is first obtained.

(c) Except for one (1) ordinary television reception antenna which does not project more than five (5) feet above the top of the highest roof line of the Residence and except for one (1) ground satellite dish for the Residence that is fully screened from view by natural living trees and/or shrubs, no exterior aerial, satellite dish or antenna, including short-wave, television or radio, shall be permitted on any Lot.

(d) No above-ground pools of any kind which exceed ten (10) feet in diameter shall be permitted on any Lot. No swimming pool of any kind may be located within ten (10) feet of any Lot line. Any swimming pool permitted pursuant to this paragraph may be located only in the rear yard of a Lot. All apparatus relating to a swimming pool such as pumps, filters or other machinery must be housed in the Residence or in a building or structure attached to the Residence.

2.13 COLOR. Developer shall approve the color for the exterior of each building and Residence within Woodfield Estates. No Owner may change the color of the exterior of a building or Residence without Official Approval, which Official Approval may not be unreasonably withheld.

2.14 APPROVAL OF PLANS AND LANDSCAPING. No building or structure, nor any addition thereto, nor alteration thereof, shall be erected, altered, reconstructed, placed or suffered to remain upon within Woodfield Estates unless and until the size, location, type, style, exterior shape, height, material of construction thereof, the exterior color scheme therefor, the grading plan (including the grade elevations of the Residence), the landscaping plan and the plot plan showing the proposed locations of the Residence or structures, and the plans and specifications for the Residence (collectively, the "Plans"), shall have received Official Approval. A true copy of the Plans shall be lodged permanently with the entity granting Official Approval. No building or structure, nor any addition thereto or exterior alteration thereof, nor any landscaping except such as conform to the approved Plans, shall be erected, altered, reconstructed, placed or suffered to remain within Woodfield Estates unless Official Approval is obtained therefor. All landscaping with respect to a Lot, as reflected in the approved Plans, shall be promptly completed within a reasonable time after the Residence on such Lot has been completed.

2.15 BUILDING PERMITS. No building permit shall be sought from a governmental authority for the construction or alteration of any structure within Woodfield Estates unless and until the applicant has filed with the required governing authority the Plans, which Plans must, when filed, show the receipt of Official Approval. Notwithstanding the foregoing, construction undertaken by Developer shall not be required to have Official Approval.

2.16 GRADES. Declarant, during the Control Period, and thereafter the Board of Trustees, shall have the exclusive right to establish grades and slopes on any part of the Land and to fix the grade at which any building or structure hereafter shall be erected or placed upon any part of the Land so that the same may conform to a general plan wherein the established grade and slope of Lots are part of the improvements, so that the same correspond to the grade of the portion of the Land on either side, having due regard for the natural contours and drainage of that portion of the Land.

2.17 FENCES, HEDGES AND TREES. Except: (i) as provided in this Section 2.18, and (ii) for each Identification Area, no natural, artificial or manmade fence or hedge, or natural, artificial or manmade wall (other than any wall which is part of the Residence), trellis, arbor or any similar natural, artificial or manmade means of screening or physically separating one Lot from another shall be Permitted without Official Approval. Notwithstanding the foregoing, upon receiving Official Approval, the Owner of a Lot shall be permitted to screen with living trees or shrubs, to the extent necessary for reasonable privacy, any permanently installed in-ground swimming pool and any patio or deck that is attached to a Residence. In no event, however, shall any fence be erected or located within the areas within which the City of Avon Lake has prescribed fences, if any.

2.18 MAILBOXES/DELIVERY BOXES. No mailbox shall be erected or placed on any Lot other than the mailboxes erected by Developer. Except as otherwise required by the United States Postal Service or any successor agency, no mailbox erected by Developer shall be altered without Official Approval. Except for the mailbox permitted hereby, no delivery box (whether for newspapers or otherwise) shall be erected or placed on any Lot without Official Approval.

2.19 RESTRICTIONS ON SUBDIVISIONS. No portion of a Lot shall be subdivided unless and until a Plat showing such proposed subdivision shall have first received Official Approval. Before any such subdivision becomes effective, the Plat for the same must have endorsed thereon evidence of Official Approval. The Plat showing such approval must be recorded in the Recorder's Office of Lorain County, Ohio.

2.20 RESTRICTIONS ON REMOVAL OF NATURAL VEGETATION. No Owner shall destroy or remove any existing natural vegetation from

a Green Space Area, including, but not limited to, grasses, ground cover, flowers, plants, shrubs, vines, and trees which are now in existence or hereafter grow in the Green Space Area of any Lot, nor shall any Owner materially change the grade or contours of any portion of a Green Space Area, except as hereafter set forth. To the extent possible the Green Space Area shall left forever wild with naturally occurring vegetation, with the least amount of interference as is possible. However, an Owner may remove existing vegetation, shrubs, plants, or trees, if such action is necessary for the safety of the Owner, the Owner's family, their guests and invitees.

2.21 RESTRICTIONS ON THE USE OF THE GREEN SPACE AREA. No Owner shall construct, build, place or erect any structure, building, or improvement of any kind under, over or upon any area designated as part of the Green Space Area of any Lot. In addition thereto no individual Owner shall plant any hedges, shrubs or trees within said Green Space Area. Neither the Association nor any Owner shall in any way obstruct, interfere with or impair the use of any Green Space Area in violation of the restrictions of any governmental agency or governing body. Any Owner who has violated this provision may, upon the written request of the City of Avon Lake or other governmental agency, be required to remove such obstruction, interference or impairment at the responsible Owner's sole cost and expense.

2.22 AVON LAKE REGULATIONS. An Owner who acquires title to a Lot shall take such Lot subject to all applicable restrictions, limitations and requirements (collectively, the "Provisions") of the City of Avon Lake, including the City of Avon Lake Zoning Code (the "Zoning Code"), as it currently exists or is hereafter amended. Where the applicable Provisions or the Zoning Code are more restrictive than those contained in this Declaration, the applicable Provisions or the Zoning Code, as the case may be, shall prevail, and where the provisions contained in this Declaration are more restrictive than the applicable Provisions or the Zoning Code, the provisions of this Declaration shall prevail.

### ARTICLE III

#### UTILITIES, MAINTENANCE AND ACCESS EASEMENTS

3.1 EXISTING EASEMENTS. The Land is subject to all easements, rights-of-way, conditions and restrictions of record existing as of the date of the recording of this Declaration.

3.2 UTILITIES. Developer reserves to itself, during the Control Period, the sole and exclusive right to grant to gas companies, electric companies, telephone companies, cable television companies, water and sewer companies or authorities and/or other public or private utilities, governmental authorities,



other Owners and to any other person or entity, any consents, rights, licenses, easements and rights-of-way for the installation, extension, construction, maintenance, repair, replacement, operation and removal of utility facilities, including electric, light, cable television, telephone and telegraph poles, lines and conduits, gas, water and sewer lines, mains and connections, in, upon and through any portion of the Land, including, but not limited to, the public roads (subject to obtaining any necessary approval of the City of Avon Lake) which Developer may deem necessary or desirable. Developer also reserves to itself, during the Control Period, the sole and exclusive right to modify any of such consents, rights, licenses, easements and rights-of-way, including the relocation of any thereof; provided, however, such relocation shall not unreasonably interfere with existing utility connections to the Residences. Each Owner does hereby consent to, affirm and constitute Developer as such Owner's attorney-in-fact to grant and modify such consents, rights, licenses, easements and rights-of-way during the Control Period. After the Control Period, the right to grant and modify such consents, rights, licenses, easements and rights-of-way are hereby automatically assigned to the Board of Trustees. If the Board of Trustees shall cease to exist, then the right to grant and modify such consents, rights, licenses, easements and rights-of-way shall be automatically vested in the City of Avon Lake, Ohio.

3.3 MAINTENANCE AND ACCESS EASEMENTS. Developer hereby reserves to itself during the Control Period and hereby grants to the Association perpetual, non-exclusive easements and rights-of-way over all portions of each Lot (excluding only the Residence thereon) in common with the Owner thereof for the following purposes: (a) to perform any obligation that the Association is obligated to perform or that the Owner of such Lot is obligated to perform, but which the Owner has failed to do and which the Association has the right to perform pursuant to this Declaration; and (b) for all other purposes which may be necessary or desirable to maintain Woodfield Estates. No Owner shall in any way obstruct, interfere with or impair the easement rights retained by Developer and granted to the Association by this Section, and any such obstruction, interference or impairment may be eliminated by Developer or the Association at the expense of the Owner causing same.

#### ARTICLE IV

##### TREE LAWNS, IDENTIFICATION AREAS, COMMON AREAS AND HUBS

4.1 CARE OF TREE LAWNS. Except as hereinafter provided, each Owner shall be responsible for all maintenance and care of the Private Tree Lawn abutting such Owner's Lot. Notwithstanding the foregoing, the Association shall be responsible for the maintenance, repair, and/or replacement of (i) the landscaping of the Identification Area Tree Lawns; and (ii) any underground

sprinkling system located in an Identification Area, including any cost of water, electricity and/or automatic timing systems for each underground sprinkling system.

4.2 USE AND CARE OF EACH IDENTIFICATION AREA. Developer hereby reserves, for itself and for the benefit of all Owners and the Association, that portion of each Lot within an Identification Area, including the right within the Identification Area of such Lots to install, maintain, repair and replace utilities and any sprinkler system serving the applicable Identification Area. Each Identification Area may contain a sign identifying Woodfield Estates, with appropriate lighting, sprinkling, shrubs, decorative or functional fences and/or walls and utility lines relating thereto. Except as hereafter provided to the contrary, no Owner of a Lot containing an Identification Area and no other Owner shall have the right or be permitted to care for or maintain the Identification Area and no other Owner shall have the right or be permitted to care for or maintain the Identification Areas (unless the Association requests the Owner to do so); such right and obligation of care and maintenance being that of the Association. If, in connection with the care or maintenance of the Identification Area on a Lot, any other portion of such Lot is damaged, the Association shall be responsible for repairing such damage at the sole cost and expense of the Association. It is the intent of this Section that each Identification Area is for the general benefit of Woodfield Estates.

4.3 HUBS AND COMMON AREAS. The Association shall have the responsibility for maintaining and caring for the Common Areas and the Hubs. The Developer has or shall hereafter enter into an indemnification agreement with the City of Avon Lake setting forth the terms, conditions and obligation of the Developer in conjunction with the Association's use, maintenance and care of the Briargate Court cul-de-sac Hub. The obligations of the Developer pursuant to the indemnification agreement will hereafter be assigned to and become the obligation of the Association. A copy of the proposed indemnification agreement between the Developer and the City of Avon Lake is attached hereto as Exhibit "F", and referred to herein as the "Indemnity Agreement".

4.4 RETAINED OWNERSHIP OF BLOCK "A" BY DEVELOPER. Developer shall retain full fee simple ownership of that portion of the Land designated as Block "A" of the Plat of phase I of the development. Developer retains the absolute right for itself, and its successors and assigns, to sell or otherwise transfer all or any portion of Block "A" to the owner of the existing parcel of real property that is adjacent to Block "A" or to any other person or entity. The sale and or transfer of the property may be made upon such terms and conditions as are acceptable to Developer. Neither the Association nor any Owner shall be entitled to any payment or other consideration as the result of the sale or transfer of all or any portion of Block "A". Furthermore, neither the Association nor any

Owner shall in any way obstruct, interfere with or impair the right of the Developer to transfer the property that is granted by this Section, and any such obstruction, interference or impairment may be eliminated by Developer at the expense of the Association or the Owner causing same. The improvement, landscaping and/or maintenance of all or any portion of Block "A" by the Association shall in no way interfere with or affect the Developer's right to transfer all or any portion of Block "A" nor shall the Association

be entitled to reimbursement for any costs or expenses it may have previously incurred or paid to install, replace or maintain the landscaping and lawn area in the Block "A" premises.

4.5 SELF HELP. Notwithstanding the provisions of Sections 4.1 and 4.2, if the Association, after at least thirty (30) days' notice from an Owner of a Lot containing an Identification Area, fails to properly discharge its obligations pursuant to Section 4.1 or 4.2 hereof, then, subject to the limitations hereinafter set forth, the Owner of the Lot giving such notice shall be entitled to perform those obligations which the Association has failed to perform, and shall be entitled to charge the Association with the reasonable cost and expense thereof. In no event, however, shall the Owner of the applicable Lot be entitled to perform any care or maintenance at the cost or expense of the Association unless the foregoing notice has been provided to the Association, specifying the care or maintenance required and the estimated cost thereof. In no event, shall the Association be liable to reimburse the Owner for any amount in excess of the lesser of the reasonable cost of care and maintenance by such Owner pursuant hereto or the actual, out-of-pocket expenditure by such Owner.

## ARTICLE V

### ENFORCEMENT

Declarant reserves to itself during the Control Period, and thereafter assigns to the Association the right, in case of any violation or breach of this Declaration, to restrain such violation or breach, to recover damages therefor, and/or to enter the property upon or as to which such violation or breach exists and summarily abate and eliminate same at the expense of the Owner thereof. Neither Developer nor the Association shall, by reason of the foregoing action, be deemed guilty of any manner of trespass for such entry, abatement or elimination. Failure of Developer or the Association to enforce any provision of this Declaration shall in no event be construed, taken or held to be in any manner a waiver thereof, or acquiescence in or consent to any further or succeeding breach or violation of the same or any other provision of this Declaration. Developer and the Association shall at any and all times have the right to enforce the terms hereof and to prevent any other violation or breach of this Declaration.

However, the failure, refusal or neglect of Developer or the Association to enforce the provisions of this Declaration and to prevent any violation or breach thereof shall in no manner and to no extent whatsoever make Developer or the Association liable therefor. Developer and the Association may exercise the right of enforcement hereunder independently and severally.

## ARTICLE VI

### DECLARANTS NONCOMPLIANCE AND CONSTRUCTION OF RESIDENCES

During the course of developing, improving and constructing Woodfield Estates and the Residences and other improvements within Woodfield Estates, Declarant and those persons and entities designated by Declarant or acting at Declarant's direction shall have the right not to conform to the provisions of this Declaration; such nonconformity to include, but not be limited to: (a) the construction and maintenance of models of Residences; (b) sales and leasing activities; (c) construction activities; (d) the posting of signs advertising Lots and Residences for sale or lease; and (e) the temporary establishment of workhouses, sheds, trailers and other facilities for temporary housing of construction and sales activity. Such nonconformity by Declarant and those designated by Declarant or acting at Declarant's direction shall not be deemed to be a violation or breach of this Declaration and shall not operate in any manner whatsoever to relieve the Owners other than Declarant, or the person or entity designated by Declarant or acting at Declarant's direction, from the strict observance of the terms of this Declaration.

## ARTICLE VII

### ASSOCIATION

7.1 FORMATION OF THE ASSOCIATION. Declarant shall cause to be formed an Ohio not for profit corporation to be known as the Woodfield Estates Homeowners' Association, Inc. to provide for the administration of this Declaration and the enforcement of the Covenants and Restrictions contained in this Declaration. Each Owner, upon acquisition of the record title to a Lot, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of the fee simple interest in the Lot, at which time the new Owner of such Lot shall automatically become a member of the Association. Except as hereinafter provided, each member shall be entitled to one (1) vote for each Lot in which such Owner holds the fee simple title, so that there shall be one (1) vote for each Lot.

7.2 BOARD OF TRUSTEES. The Board of Trustees shall initially consist of three (3) persons. Until (i) the end of the Control Period or (ii) such earlier date, at the election of

Declarant, Declarant shall have the right to designate all members of the Board of Trustees. Thereafter, the Owners shall have the right to elect all members of the Board of Trustees. The Board of Trustees to be elected by the Owners shall be elected by majority vote of the Owners. As of the date hereof, Declarant intends to sell, in the aggregate, no more than eighty-three (83) Lots within Woodfield Estates. Each member of the Board of Trustees (other than a member of the Board of Trustees designated by Declarant) shall be either an Owner or an adult spouse of an Owner who is then residing in the Residence. Except as otherwise specifically provided in this Declaration, all decisions to be made by the Association shall be made by the Board of Trustees. Subject to the rights of Developer during the Control Period, the Board of Trustees shall exercise the powers, discharge the duties and be vested with the rights conferred upon them by the operation of law and by the terms of this Declaration; provided, however, that in the event any such power, duty or right shall be exercisable by or be vested in an officer or member of the Board of Trustees solely in such person's capacity as such officer or member, such person shall be deemed to act in that capacity to the extent required to authenticate such persons acts and to carry out the purpose of the terms and provisions of this Declaration. Except as otherwise specifically provided in this Declaration, all decisions by the Board of Trustees shall be made by a majority of the Board of Trustees.

7.3 ADMINISTRATION BY ASSOCIATION. Subject to the rights retained by Developer pursuant to this Declaration, the administration, maintenance and management of each Common Area, Hub, Identification Area and Identification Area Tree Lawn, and the administration and enforcement of the Covenants and Restrictions contained in this Declaration shall be by the Association in accordance with the terms and provisions of this Declaration.

7.4 COMPLIANCE BY OWNERS. Each Owner, tenant, and occupant of a Residence and/or Lot shall comply with the terms and provisions of this Declaration, the Code of Regulations of the Association and all other reasonable rules and regulations of the Association and the decisions and resolutions of the Association or its representatives, all as lawfully amended from time to time. The failure to comply with any such terms, provisions, rules, regulations or decisions shall be grounds for an action to recover sums due as and for damages, and/or for injunctive and/or other appropriate relief.

## ARTICLE VIII

### ASSESSMENTS

8.1 ASSESSMENTS. Each owner (other than Developer, except as specifically set forth in Section 8.2(b) hereof), hereby agrees to pay to the Association: (a) the annual assessments levied by

the Association and (b) such special assessments which may be levied by the Association as hereinafter provided. The annual assessments and special assessments shall be used to pay the Association Expenses. In addition, the annual assessments may be used to fund reasonable reserves which may be required to pay future Association Expenses.

#### 8.2 PAYMENT OF ASSESSMENTS.

(a) Until the Board of Trustees increases or decreases the annual assessment, the annual assessment shall be One Hundred Dollars (\$100.00) per Lot. Solely with respect to the first purchaser of a Lot from Declarant or the Partnership, the aforesaid One Hundred Dollars (\$100.00) annual assessment shall be pro-rated on a calendar year basis from the date that an Owner acquires title to a Lot. The Association may increase the annual assessment to cover such expenses at the time as any improvements to be made thereto or constructed therein have been completed. The Board of Trustees shall have the right to require that the annual assessment be paid in monthly or other periodic installments during the year. Except as hereinafter provided, Developer shall not be required to pay the annual assessment for any Lots owned by Declarant in Woodfield Estates. Each year the Board of Trustees will establish a budget setting forth the estimate by the Board of Trustees of the Association Expenses for the following year. The annual assessment shall be equal to the estimate of the Association Expenses for the following year, together with a reasonable addition to the reserves of the Association. Except as provided in Subsection 8.2(b), each Owner (other than Developer) shall be responsible for and shall pay that portion of the annual assessment equal to the total annual assessment divided by the number of Lots within Woodfield Estates, exclusive of any Lots owned by Developer.

(b) In lieu of paying any annual or special assessment, until the year in which Developer has sold at least sixty-three (63) Lots, Developer shall make up the difference between (i) an amount equal to the number of Lots not owned by Developer in Woodfield Estates multiplied by One Hundred Dollars (\$100.00), and (ii) the actual expenses of the Association in connection with the Identification Areas, the Identification Area Tree Lawns, the Hubs and the Common Areas. Once Developer has sold at least sixty-three (63) of the Lots comprising Woodfield Estates, Developer shall not have any obligation to make any contribution in connection with the Identification Areas, the Identification Area Tree Lawns, the Hubs or the Common Areas, or to pay any annual assessment with respect to Lots owned by Developer.

8.3 SPECIAL ASSESSMENTS. The Association shall have the right, by action of its Board of Trustees, from time to time, to levy special assessments to pay any Association Expense which is extraordinary and nonrecurring. Each Owner (other than Developer) shall be responsible for and shall pay that portion of a special assessment equal to the special assessment divided by the number of Lots within Woodfield Estates, exclusive of any Lots owned by Developer. Developer shall not be responsible for the payment of any special assessments for Lots owned by Developer.

8.4 INITIAL CONTRIBUTIONS TO THE ASSOCIATION. Each Owner who purchases a Lot directly from Developer shall contribute to the Association, at the time of such purchase, the sum of Fifty Dollars (\$50.00) per Lot purchased by such Owner, which sum shall be non-refundable and may be used by the Association to fund the Association's operating reserve or for any purpose permitted by this Declaration.

8.5 INTEREST. Delinquent assessments shall bear interest at such interest rates as are from time to time established by the Association (which interest rate shall not exceed the maximum legal interest rate allowed to be charged to an individual under the laws of the State of Ohio then in effect). The Association shall have the right to establish a late charge for delinquent payments in addition to interest charges.

8.6 ABANDONMENT. No Owner shall be exempt from liability for such Owner's share of the Association assessments by the abandonment of the Owner's Lot.

8.7 LIEN OF ASSOCIATION. The Association shall have a lien upon the estate or interest in any Lot (except Lots owned by Developer) for the payment of the assessments chargeable against such Lot which remain unpaid for thirty (30) days after the same have become due and payable, together with the interest and late charges assessed in accordance with Section 8.6 hereof. The lien shall take effect from the time a certificate therefor, signed by an authorized officer of the Association is filed with the Recorder of Lorain County, Ohio, pursuant to the authority given by the Board of Trustees. Such certificate shall contain a description of the Lot and the name or names of the record Owner or Owners thereof and the amount of such unpaid portion of the assessments. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the court in an action brought to discharge such lien as hereinafter provided. In addition, the Owner of the Lot shall be personally liable for the assessments chargeable to the Lot for the period of such Owner's ownership of the Lot. No portion of the Land which does not consist of a Lot shall be subject to a lien for Association assessments.

8.8 PRIORITY OF THE ASSOCIATION'S LIEN. The lien provided for in this Article VIII for assessments shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments, and such lien may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association or by any authorized officer of the Association pursuant to the authority given to such officer by the Board of Trustees. In any such foreclosure action, the Owner or Owners of the Lot shall be required to pay a reasonable rental for the Lot during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association, or its agent, duly authorized by action of the Board of Trustees, shall be entitled to become a purchaser at the foreclosure sale.

8.9 DISPUTE AS TO ASSESSMENTS. Any Owner who believes that the portion of any assessments levied with respect to such Owner's Lot, for which a certificate of lien has been filed by the Association, has been improperly charged against such Lot may bring an action in the Court of Common Pleas for Lorain County, Ohio, for the discharge of such lien. In any such action, if it is finally determined that such portion of the assessments has been improperly charged, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of such lien.

8.10 NON-LIABILITY FOR PAST DUE ASSESSMENTS. If the holder of a first mortgage of record or other purchaser of a Lot acquires title to the Lot as a result of foreclosure of the first mortgage, or if the mortgagee accepts a deed in lieu of foreclosure, then such acquirer of title, its successors and assigns, shall not be liable for the share of the Association assessments levied with respect to such Lot which became due prior to the acquisition of title to same by such acquirer. Such unpaid share of such assessments shall be deemed to be an Association Expense collectible from all Owners, including that of such acquirer, its successors and assigns.

8.11 LIABILITY UPON VOLUNTARY CONVEYANCE. In a voluntary conveyance of a Lot, the grantee of the Lot shall be jointly and severally liable with the grantor thereof for all unpaid Association assessments levied with respect to the Lot up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from Board of Trustees setting forth the applicable amount of all unpaid assessments levied with respect to the Lot, and such grantee shall not be liable for nor shall the Lot conveyed by subject to a lien for any unpaid applicable assessments in excess of the amount set forth in such statements for the period reflected in such statements. As used in this Section "grantor"



shall include a decedent and "grantee" shall include a devisee or intestate heir of said decedent.

8.12 RIGHTS OF FIRST MORTGAGEES. Any first mortgagee of any Lot shall have the right to notify the Association in writing that such mortgagee desires to receive notice from the Association of any delinquency in the payment by the Owner of a Lot which is encumbered by the mortgage held by the mortgagee and upon such written request, the Association shall notify the first mortgagee if and to the extent that such Owner is more than ninety (90) days delinquent in the payment of applicable assessments.

## ARTICLE IX

### OBLIGATIONS OF OWNERS

9.1 REPAIR OBLIGATIONS. If any portion of the Common Areas, the Identification Areas, the Private Tree Lawns or the Hubs is damaged or destroyed as a result of any negligent or willful act or as a result of neglect of an Owner, or such Owner's guests, tenants or grantees, then the Association shall repair, at such Owner's cost and expense, all such items for which the Association is responsible to maintain.

9.2 MAINTENANCE AND REPAIR OF RESIDENCE AND APPURTENANT AREAS. Each Owner shall maintain and keep in good condition and repair, at such Owner's cost and expense, the entire exterior of such Owner's Residence, including any mailbox, and cause the same to be repainted periodically in the color permitted under the terms of this Declaration and/or resurfaced and/or otherwise maintained in a first-class high quality manner. Except as otherwise provided in Article IV, each Owner shall be responsible for the maintenance, repair and replacement, at the Owner's cost and expense, of the Private Tree Lawn and sidewalk, if any, which is adjacent to, contiguous with or is within all or any part of the Owner's Lot (including any portion of such Private Tree Lawn lying within a right-of-way). Each Owner shall also be responsible, at the Owner's cost and expense, for the repair, maintenance and replacement of the driveway, and the driveway apron situated such outside of the Owner's Lot. After a Residence is constructed on a Lot, the Owner of such Lot shall promptly landscape the Lot containing such Residence in accordance with the provisions of this Declaration and at all times thereafter maintain such landscaping in a sightly state and condition.

9.3 ASSOCIATION LIEN. If an Owner shall fail to perform or observe the Owner's obligations under this Article IX, then the Association shall have the right to perform the same and charge the entire cost and expense thereof to the Owner and such cost and expense so charged by the Association shall be deemed to be a lien of the same class and character as a lien against the Lot of such Owner for the nonpayment of Association assessments.

## ARTICLE X

### INSURANCE

10.1 MAINTENANCE OF LIABILITY INSURANCE. The Association, as an Association Expense, shall insure itself, the Board of Trustees, Declarants, all Owners and other persons residing with them in the Residences, their tenants, and all persons lawfully in possession or control of the Lots, Residences and Land, against liability for bodily or personal injury or death and for injury to or destruction of property occurring upon, in or about or arising from each Identification Area, the Identification Area Tree Lawns, the Hubs and the Common Areas; such insurance to afford aggregate protection with combined limits of not less than One Million Dollars (\$1,000,000.00) with respect to bodily or personal injury or death suffered by one or more persons and damage to or destruction of property arising out of any one incident.

10.2 OTHER INSURANCE. The Association, at the discretion of the Board of Trustees, shall have the right to maintain such property or extended coverage insurance insuring the Association's property and each Identification Area, the Identification Area Tree Lawns, the Hubs and the Common Areas, in such amounts, against such perils, for such time periods and under such circumstances as the Association through the Board of Trustees determines is appropriate and in the best interest of Woodfield Estates.

10.3 INSURANCE LIMITATION. Except as is otherwise provided in Section 10.1, the policies of insurance maintained by the Association pursuant to this Article X, shall not insure against liability for personal or bodily injury or property damage arising out of or relating to the individual Lots or Residences. Each Owner shall be responsible for obtaining such Owner's own insurance with respect to such Owner's Lot and Residence and the contents thereof, including the Private Tree Lawn located on such Owner's Lot, and with respect to the Owner's personal liability to the extent not covered by the liability insurance referred to in Section 10.1.

10.4 RESIDENCE INSURANCE. The Association shall not have any responsibility or liability to obtain or maintain any type of insurance upon any Residence and such insurance shall be the sole responsibility of the Owner and the amount, nature and extent thereof shall be determined by the Owner of the Lot upon which the Residence is situated.

10.5 WAIVER OF SUBROGATION. To the extent the Association maintains insurance for damage or injury to property upon all or any portion of any Identification Area, the Identification Area Tree Lawns, the Hubs and the Common Areas, and to the extent that the following provision does not invalidate any policy or policies of insurance maintained by the Association, the Association shall

and does hereby waive and release Developer and each Owner and their respective officers, trustees, agents, tenants, families and guests from and against any and all liability for any loss, damage or injury to property resulting from any act or peril covered by such policies of insurance maintained by the Association.

## ARTICLE XI

### REAL ESTATE TAXES AND ASSESSMENTS

Developer shall use reasonable efforts to obtain from the Auditor of Lorain County separate tax parcel numbers for each Lot so that each Lot shall be separately taxed and assessed by the appropriate governmental authority of the State of Ohio. The Owner of each Lot shall be responsible for and pay all taxes and assessments, general and special, levied or imposed upon such Lot and all improvements thereto; and the other Owners shall not be responsible for or required to pay the taxes and assessments separately assessed and charged to a Lot and improvements thereto.

## ARTICLE XII

### MISCELLANEOUS

12.1 ACCEPTANCE OF DEED. Each grantee of any interest in any part of the Land or any improvement thereon, a Lot or Residence, by the acceptance of a deed or other instrument of conveyance, accepts the same subject to all Covenants and Restrictions created, granted, reserved or permitted by the terms of this Declaration, and all conditions, restrictions and easements of record. The Covenants and Restrictions shall be deemed to be covenants running with the Land, and shall bind any person having at any time any interest or estate in the Land, or any improvements thereon, and shall inure to the benefit of Developer and each Owner as though the provisions hereof were recited and stipulated at length in each and every deed of conveyance.

12.2 NON-WAIVER OF COVENANTS AND RESTRICTIONS. No term, covenant, restriction, condition, obligation or provision contained herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

12.3 ENFORCEABILITY OF COVENANTS AND RESTRICTIONS. The invalidity of any term, covenant, restriction, condition, obligation or provision hereof shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the rest of the Covenants and Restrictions.

12.4 RULE AGAINST PERPETUITIES. If any of the Covenants and Restrictions established hereby and/or contained in the Association's Code of Regulations shall be unlawful or void for

violation of the rule against perpetuities or some analogous statutory provision, the rule restricting restraints on alienation, or any other statutory or common law rule imposing time limits, then such provision shall continue only one (1) day prior to the end of the twenty-first (21st) year after the death of the survivor of the now living descendants of William Clinton, President of the United States, and George Voinovich, Governor of Ohio.

12.5 AMENDMENTS. This Declaration may be amended only as follows:

(a) During the Control Period, this Declaration may be amended by Developer for the purpose of adding real property to the Land and subjecting such additional real property to the provisions of this Declaration by an instrument in writing signed by Developer and/or the purpose of withdrawing real property from the Land and/or from the provisions of this Declaration.

(b) During the Control Period, this Declaration also may be amended by Developer for any other purpose not inconsistent with the development of Woodfield Estates as a first class residential community by an instrument in writing signed by Developer.

(c) At any time this Declaration may be amended by Developer for any of the purposes set forth in Sections 1.4, 1.8, 1.10, 1.12, 1.13 and 1.16 hereof.

(d) During the Control Period, this Declaration may be amended for any reason other than as set forth in paragraphs (a) or (b) hereof, by an instrument in writing signed by Declarant and a majority of the Board of Trustees.

(e) After the Control Period, this Declaration may be amended by an instrument in writing signed by Owners owning at least seventy-five percent (75%) of the Lots, except that in no event may any amendment impose any additional duties, obligations or liabilities upon Developer or limit, restrict or eliminate any rights of Developer without the written consent of Developer.

Each Owner hereby irrevocably appoints Developer and the Board of Trustees as such Owner's attorney-in-fact to execute, deliver and record amendments to this Declaration in accordance with the foregoing, which power of attorney is hereby declared to be coupled with an interest. No amendment to this Declaration shall be effective unless it is in recordable form and until it has been filed for record with the Lorain County Recorder.

12.6 NON-LIABILITY OF DECLARANT. Neither Developer nor its directors, officers, shareholders, employees, agents or

representatives shall be liable for any claim whatsoever arising out of or by reason of any omission or failure to act or any action performed pursuant to any authority granted or delegated to them by or pursuant to the terms of this Declaration, whether or not such claim shall be asserted by any Owner, occupant of a Residence, the Association or any person or entity claiming by, through or under any of them, nor on account of injury to persons or damage to or loss of property wherever located and however caused. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of (a) any part of Woodfield Estates being or becoming out of repair, or containing any patent or latent defects; (b) by reason of any act or neglect of any Owner, any occupant of a Residence, the Association, their respective agents, employees, guests, and invitees; (c) by reason of any neighboring property or personal property located on or about Woodfield Estates; or (d) by reason of the maintenance or interruption of any utility service.

12.7 LIMITATION OF LIABILITY. Each Owner covenants and agrees that no shareholder, director or officer of Developer, nor any employee or agent of Developer shall have any liability personally for the performance or observance of any term, covenant, restriction, condition or provision contained in this Declaration. Each Owner covenants and agrees that the Owner shall not commence or participate in any action, suit or proceeding against Developer arising out of any claim or breach by Developer of any term, covenant, restriction, condition or provision of this Declaration. The liability of Developer shall be limited solely and exclusively to its interests in the Land as the same shall then be encumbered, and no other asset of Developer shall be liable for any claim under or in connection with this Declaration.

12.8 LIBERAL CONSTRUCTION. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a residential development.

12.9 INTERCHANGEABILITY OF TERMS. The singular of any word shall also include the plural of such word, and the masculine gender shall also include the neuter and feminine, as the intent may require.

12.10 ENFORCEABILITY. The Covenants and Restrictions set forth in this Declaration shall be deemed as covenants and not as conditions hereof, and are to run with the Land and the title thereto and shall be binding on all Owners and all persons claiming under them. The Covenants and Restrictions set forth in this Declaration shall be for the benefit of and run in favor of and shall be enforceable by any person, and by the heirs, executors, administrators, successors and assigns of such person, who is or becomes a title holder to any part of the Land, as well as each Owner and Developer, their successors or assigns, and the

Association, as aforesaid. It is understood and agreed that all of the foregoing are a part of a common and general plan for the development of Woodfield Estates and the Protection of Developer and all present and future Owners.

12.11 DISTRIBUTION OF COPIES. At the request of any Owner, during the period in which Developer has the right to amend this Declaration, Developer shall provide the Owner, at the Owner's expense, with a copy of this Declaration together with all amendments, certificates and other writings executed, delivered and recorded in connection with and/or pursuant to the terms of this Declaration.

12.12 TITLES. The titles and headings set forth in this Declaration are for convenience and reference only and shall not affect the interpretation of any term, condition, provision, covenant, representation or warranty contained in this Declaration.

12.13 SUBORDINATION TO LAW. The covenants and restrictions set forth in this Declaration are and shall be subject to and (only to the extent that the following are more restrictive or stringent than such covenants and restrictions) subordinate to all applicable federal, state and local laws, rules and regulations pertaining to platting procedures, planning and zoning, building codes and other laws which regulate the development, zoning and construction on land and all appurtenances thereto.

IN WITNESS WHEREOF, Developer has executed this instrument at the time and place hereinabove set forth.

Signed and acknowledged  
in the presence of:

KOPF CONSTRUCTION CORPORATION  
an Ohio Corporation

by: \_\_\_\_\_  
H. R. Kopf, President

\_\_\_\_\_  
STATE OF OHIO)  
                  ) SS  
LORAIN COUNTY)

Before me, a Notary Public in and for the said County and State, personally appeared the above named KOPF CONSTRUCTION CORPORATION, by and through its President, H. R. Kopf, who acknowledged to me that he did sign the foregoing instrument in the name and on behalf of said corporation as such officer, having been duly authorized, and that the same is his free act and deed as such officer and the free and corporate act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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

This Instrument Prepared by:

KENNETH R. RESAR

520 Broadway, Suite 200

Lorain, Ohio 44052

Phone: (216) 244-5214

F:\WP51\DOCUMENT\IRENE\KOPF\WOODFIEL.D\DECLARAT.FIN  
February 9, 1996

EXHIBIT "A"  
TO  
WOODFIELD ESTATES DECLARATION OF RESTRICTIONS,  
RESERVATIONS AND COVENANTS

Legal Description of the Real Estate



To

DECLARATION OF RESTRICTIONS, RESERVATIONS AND COVENANTS  
of  
WOODFIELD ESTATES SUBDIVISION NO. 1

Legal Description of the Real Estate

Situated in the City of Avon Lake, County of Lorain, State of Ohio, being known as part of Avon Township Section No. 19, and more definitely described as follows:

Beginning at a monument found set at the intersection of the centerline of Jaycox Road and the centerline of Stoney Brook Drive;

Thence South  $1^{\circ} 48' 0''$  East in the centerline of Jaycox Road, a distance of 214.98 feet to a point; said point is the principal place of beginning;

Thence North  $88^{\circ} 24' 55''$  East, a distance of 291.56 feet to a point;

Thence North  $1^{\circ} 51' 04''$  West, a distance of 145.09 feet to a point;

Thence North  $88^{\circ} 35' 06''$  East, a distance of 621.00 feet to a point;

Thence South  $1^{\circ} 24' 54''$  East, a distance of 206.16 feet to a point;

Thence Easterly in the arc of a curve which deflect to the left, a distance of 54.25 feet to a point; said curve had a radius of 770.00 feet, a central angle of  $4^{\circ} 02' 12''$  and a chord of 54.24 feet which bears South  $82^{\circ} 33' 12''$  East;

Thence South  $5^{\circ} 25' 42''$  West, a distance of 206.07 feet to a point;

Thence North  $83^{\circ} 0' 09''$  West, a distance of 118.42 feet to a point;

Thence North  $74^{\circ} 25' 13''$  West, a distance of 110.00 feet to a point;

Thence South  $11^{\circ} 14' 43''$  West, a distance of 342.73 feet to a point;

Thence South  $88^{\circ} 32' 30''$  West, a distance of 384.27 feet to a point;

Thence North  $1^{\circ} 48' 0''$  West, a distance of 358.91 feet to a point;

Thence South  $88^{\circ} 33' 01''$  West, a distance of 255.01 feet to a point in the centerline of Jaycox Road;

Thence North  $1^{\circ} 48' 0''$  West in the centerline of Jaycox Road, a distance of 199.63 feet to the principal place of beginning;

Enclosing a parcel containing 10.1796 acres, but subject to all legal highways.

EXHIBIT " B "  
TO  
WOODFIELD ESTATES DECLARATION OF RESTRICTIONS,  
RESERVATIONS AND COVENANTS

Plat Drawings

EXHIBIT "C"  
TO  
WOODFIELD ESTATES DECLARATION OF RESTRICTIONS,  
RESERVATIONS AND COVENANTS

Legal Description of Block "A"

EXHIBIT "C"

To

DECLARATION OF RESTRICTIONS, RESERVATIONS AND COVENANTS  
of  
WOODFIELD ESTATES SUBDIVISION NO. 1

Block "A" Legal Description

Situated in the City of Avon Lake, County of Lorain, State of Ohio, being known as part of Original Avon Township Section No. 19, and more definitely described as follows:

Beginning at a monument box found set at the intersection of the centerline of Jaycox Road and the centerline of Dakota Run;

Thence North  $1^{\circ} 48' 00''$  West in the centerline of Jaycox Road, a distance of 765.80 feet to the southwesterly corner of land conveyed to the City of Avon Lake, as recorded in Volume 1357, Page 285 of Lorain County Deed Records;

Thence North  $88^{\circ} 24' 55''$  East in the City of Avon Lake's southerly line, a distance of 40.00 feet to a rebar with cap set in the southwesterly corner of land conveyed to Laurence D. and Angela J. Van Der Oord, as recorded in Volume 1357, Page 283 of Lorain County Deed Records; said point is the principal place of beginning;

Thence North  $1^{\circ} 48' 00''$  West in the Van Der Oords' westerly line, a distance of 145.09 feet to a rebar with cap set in the northwesterly corner thereof;

Thence South  $88^{\circ} 24' 55''$  East in the Van Der Oords' northerly line, a distance of 251.43 feet to an iron pin found set in the northeasterly corner thereof;

Thence South  $1^{\circ} 51' 04''$  East in the Van Der Oords' easterly line and the southerly extension thereof, a distance of 147.30 feet to a rebar with cap set;

Thence in the arc of a curve which deflects to the left, a distance of 57.01 feet to a rebar with cap set at the point of reverse curve; said curve has a radius of 525.00 feet, a central angle of  $6^{\circ} 13' 17''$  and a chord of 56.98 feet which bears South  $80^{\circ} 06' 50''$  West;

Thence in the arc of a curve which deflects to the right, a distance of 44.07 feet to a rebar with cap set; said curve has a radius of 465.00 feet, a central angle of  $5^{\circ} 25' 50''$  and a chord of 44.06 feet which bears South  $79^{\circ} 43' 06''$  West;

Thence North  $1^{\circ} 51' 04''$  West, a distance of 17.10 feet to a rebar with cap set in the southerly line of land conveyed to Laurence D. and Angela J. Van Der Oord, recorded as aforesaid;

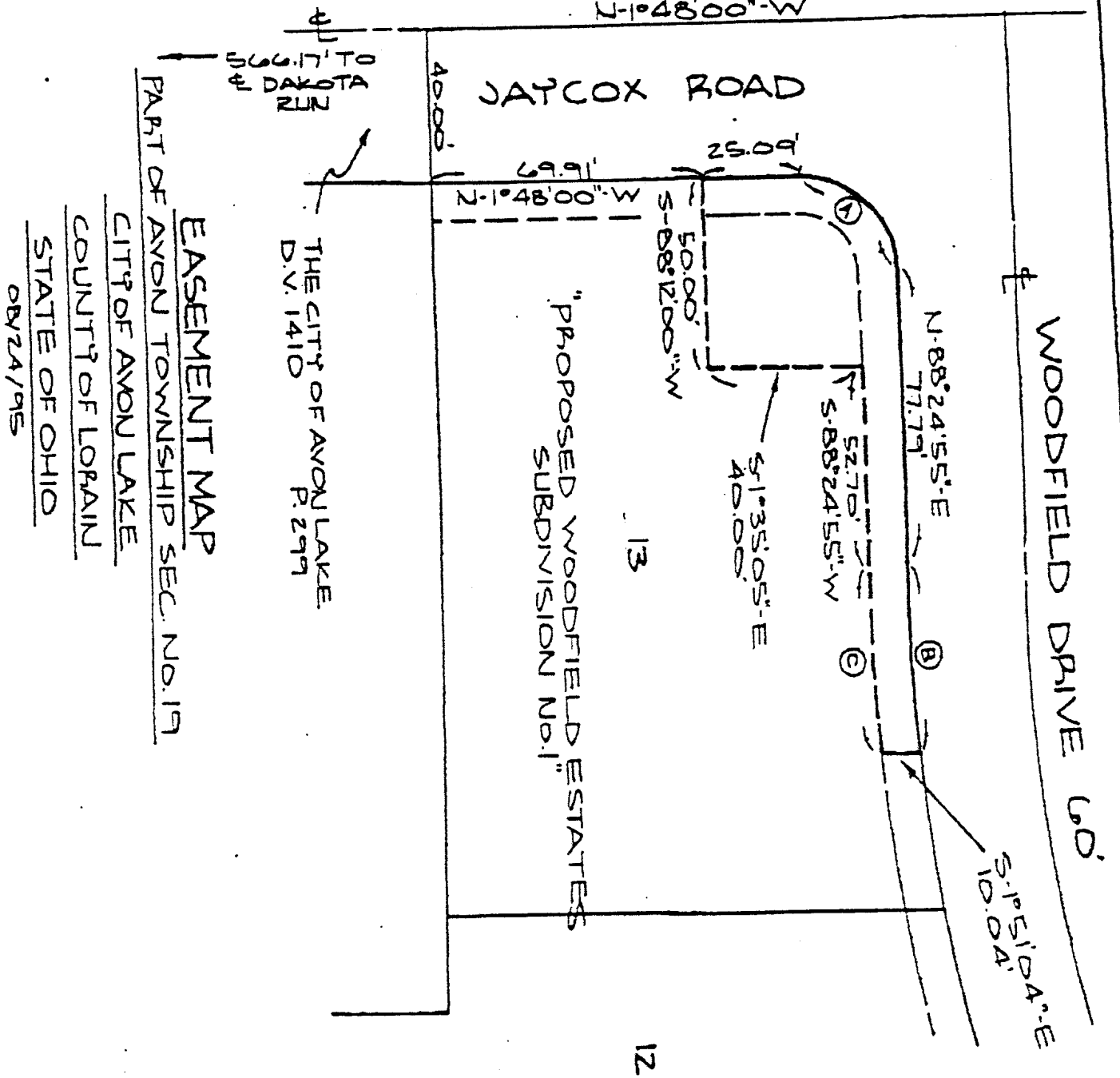
Thence South  $88^{\circ} 24' 55''$  West in the Van Der Oords' southerly line, a distance of 151.56 feet to the principal place of beginning;

Enclosing a parcel containing 0.8593 acre but subject to all legal highways and easements of record, as surveyed by David L. Elwell, Registered Surveyor No. 6333, of KS Associates, Inc. Engineers and Surveyors, in July of 1995.

EXHIBIT "D"  
TO  
WOODFIELD ESTATES DECLARATION OF RESTRICTIONS,  
RESERVATIONS AND COVENANTS

Depiction of Identification Area on Lot 13

EXHIBIT "D"  
Depiction of the Identification Area of Lot 13



- (A)  
D: 90°12'55"  
P: 25.00'  
A: 39.30'  
C: 35.42'  
N-43°18'27"E
- (B)  
D: 5°19'30"  
P: 525.00'  
A: 48.81'  
C: 48.79'  
N-85°45'07"E
- (C)  
D: 5°13'55"  
P: 535.00'  
A: 48.85'  
C: 48.84'  
S-85°47'58"W

11

0 50  
SCALE: 1"=40'



EXHIBIT "E"  
TO  
WOODFIELD ESTATES DECLARATION OF RESTRICTIONS,  
RESERVATIONS AND COVENANTS

Lot 13 Identification Area Legal Description

To

DECLARATION OF RESTRICTIONS, RESERVATIONS AND COVENANTS  
of  
WOODFIELD ESTATES SUBDIVISION NO. 1

Lot 13 Identification Area Legal Description

Situated in the City of Avon Lake, County of Lorain, State of Ohio, being known as part of Original Avon Township Section No. 19, and more definitely described as follows:

Beginning at a monument box found set at the intersection of the centerline of Jaycox Road and the centerline of Dakota Run;

Thence North  $1^{\circ} 48' 00''$  West in the centerline of Jaycox Road, a distance of 566.17 feet to the northwesterly corner of land conveyed to the City of Avon Lake, as recorded in Volume 1410, Page 299 of Lorain County Deed Records;

Thence North  $88^{\circ} 33' 01''$  East in the City of Avon Lake's northerly line, a distance of 40.00 feet to a point;

Thence North  $1^{\circ} 48' 00''$  West, a distance of 69.91 feet to a point; said point is the principal place of beginning;

Thence continuing North  $1^{\circ} 48' 00''$  West, a distance of 25.09 feet to a point of curvature;

Thence in the arc of a curve which deflects to the right, a distance of 39.36 feet to a point of tangency; said curve has a radius of 25.00 feet, a central angle of  $90^{\circ} 12' 55''$  and a chord of 35.42 feet which bears North  $43^{\circ} 18' 27''$  East;

Thence North  $88^{\circ} 24' 55''$  East, a distance of 77.79 feet to a point of curvature;

Thence in the arc of a curve which deflects to the left, a distance of 48.81 feet to a point, said curve has a radius of 525.00 feet, central angle of  $5^{\circ} 19' 36''$ , and a chord of 48.79 feet which bears North  $85^{\circ} 45' 07''$  East;

Thence South  $1^{\circ} 51' 04''$  East, a distance of 10.04 feet to a point;

Thence in the arc of a curve which deflects to the right, a distance of 48.85 feet to a point of tangency; said curve has a radius of 535.00 feet, a central angle of  $5^{\circ} 13' 55''$  and a chord of 48.84 feet which bears South  $85^{\circ} 47' 58''$  West.

Thence South  $88^{\circ} 24' 55''$  West, a distance of 52.70 feet to a point;

Thence South  $1^{\circ} 35' 05''$  East, a distance of 40.00 feet to a point;

Thence South  $88^{\circ} 12' 00''$  West, a distance of 50.00 feet to the principal place of beginning be the same more or less but subject to all legal highways.

EXHIBIT "F"  
TO  
WOODFIELD ESTATES DECLARATION OF RESTRICTIONS,  
RESERVATIONS AND COVENANTS

Briargate Court Cul-de-sac Hub Indemnity Agreement

INDEMNITY AGREEMENT WITH CITY OF AVON LAKE

RE: KOPF CONSTRUCTION CORPORATION, WOODFIELD ESTATES NO. 1

RE: BRIARGATE COURT CUL-DE-SAC HUB LANDSCAPING

THIS AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, in the City of Avon Lake, County of Lorain, and State of Ohio. The parties to this Agreement are KOPF CONSTRUCTION CORPORATION, an Ohio Corporation, 420 Avon Belden Road, Avon Lake, Ohio, (hereinafter called "KOPF"), and the CITY OF AVON LAKE, a municipal corporation, organized under the laws of the State of Ohio, (hereinafter called the "CITY").

WHEREAS, Kopf is the current owner of the real property depicted as the Briargate Court street right of way on the Plat of Woodfield Estates Subdivision No. 1; and,

WHEREAS, Kopf desires to dedicate to the City for public use the real estate platted in Exhibit "A" attached hereto and described in Exhibit "B" attached hereto to be used as a cul-de-sac hub of a public right of way to be known as Briargate Court for ingress and egress to the proposed parcels of real property shown on the Plat of Woodfield Estates No. 1 and for all other permissible purposes as a City street and right of way; and,

WHEREAS, Kopf desires to install and construct in said right of way trees, shrubs, and landscaping in an effort to upgrade and highlight the appearance of the aforesaid cul-de-sac hub; and

WHEREAS, Kopf desires to assure that the City is held harmless from any loss, damages or liability that the City may suffer from claims made against the City by reason of the installation, construction, use, inspection and maintenance of the aforesaid cul-de-sac hub area.

NOW, THEREFORE, the parties agree as follows:

1. Liabilities, Losses or Damages. Subject to paragraphs 2 and 5 hereof, Kopf undertakes to indemnify and save harmless the City from any and all expenses related to the installation, construction, repair or maintenance of grass, trees, shrubs, and structures, installed or to be installed in the aforesaid Briargate Court cul-de-sac hub area. Subject to paragraphs 2 and 5 hereof, Kopf further agrees to save harmless the City from any and all costs, attorney fees, liability or damages the City may suffer or incur as a result of any and all claims, demands, lawsuits, costs or judgments against the City arising out of the installation, use, maintenance or existence of said grass, trees, shrubs, and structures located in said Briargate Court cul-de-sac hub area, and, subject to

paragraphs 3 and 4 hereof, Kopf shall undertake the defense, trial and appeals of any and all lawsuits brought against the City by reason of any of the aforesaid claims, demands and causes of action. Kopf shall maintain and repair the Briargate Court cul-de-sac hub area, and all landscaping and structures in such area.

2. Self Help By City. The City shall not be obligated to maintain or repair any damage to any grass, trees, shrubs, or structures in the Briargate Court cul-de-sac area. Kopf shall retain the obligation to maintain the Briargate Court cul-de-sac area. The City, for the sole purpose of determining whether or not such area is being properly maintained, shall have the right to enter and inspect the Briargate Court cul-de-sac area at any reasonable time. In the event Kopf or its assigns fail to maintain the Briargate Court cul-de-sac area, the City may provide Kopf with written notice of the maintenance work or repairs that need to be completed. In the event Kopf fails to commence the needed maintenance work or repairs within thirty (30) days after Kopf's receipt of such written notice, the City shall have the right, at the expense of Kopf, to enter the Briargate Court cul-de-sac area and perform such maintenance and repairs as are required. Such right shall be in addition to any other remedies available to the City at law or in equity.

3. Period Covered. The indemnity herein provided for will extend from the date the Plat of The Woodfield Estates Subdivision No. 1 is accepted by the City and shall continue in effect forever unless terminated by mutual agreement of the parties, which agreement shall be in writing.

4. Limitation of Liability. Kopf's liability under this contract shall not be limited in terms of a dollar amount.

5. Assignment. Kopf further agrees to incorporate its rights, duties and obligations contained in this Indemnity Agreement into all deeds granted by it to real estate located within the aforesaid subdivision so that the owners and/or a Homeowners' Association of which the owners are members shall bear the liability created by this Agreement and accepted by Kopf, and, also, same shall be included in any restrictive covenant instrument for execution and recording which apply to the aforesaid subdivision and in the Subdivision Plat filed with the County Recorder. Notwithstanding anything herein stated to the contrary, upon the assignment by Kopf of its obligations hereunder to The Woodfield Estates Subdivision Homeowners' Association (or any similar organization which includes the owners of property within the aforesaid subdivision) and the assumption of such obligation by the assignee, Kopf's obligations hereunder shall cease to be in effect and Kopf shall be released from any and all further liability pursuant to this Indemnity Agreement.

6. Expenses, Attorney Fees and Costs. If the City, in the enforcement of any part of this indemnity contract, shall incur necessary expenses, or become obligated to pay attorney's fees

or court costs, then, subject to paragraph 4 hereof, Kopf agrees to reimburse the City for such expenses, attorney's fees, or costs within thirty (30) days after receiving written notice from City of the incurring of such expenses, costs or obligation.

6(a). Insurance. Kopf shall acquire and keep current a policy of insurance sufficient in amount to cover the cost of any reasonably anticipated claims that may hereafter be made against the City. Kopf, upon request, shall provide the City with a Certificate of Insurance showing that the insurance coverage required by this Agreement is in effect.

7. Notice of Claim Against City. The City agrees to give Kopf, its successors and assigns, thirty (30) days written notice of any claims made against the City on the obligations indemnified against, except when an emergency exists the City shall be permitted to perform or pay for Kopf's obligations immediately without in any way diminishing Kopf's liability under this contract.

8. Ohio Law to Govern. The parties hereby agree that the laws of the State of Ohio shall govern any dispute arising under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement by and through their authorized representatives or officers on the day and year first above written.

Signed and acknowledged  
in the presence of:

KOPF CONSTRUCTION CORPORATION

By: \_\_\_\_\_  
H.R. KOPF, PRESIDENT

CITY OF AVON LAKE, OHIO

By: \_\_\_\_\_

Title: \_\_\_\_\_

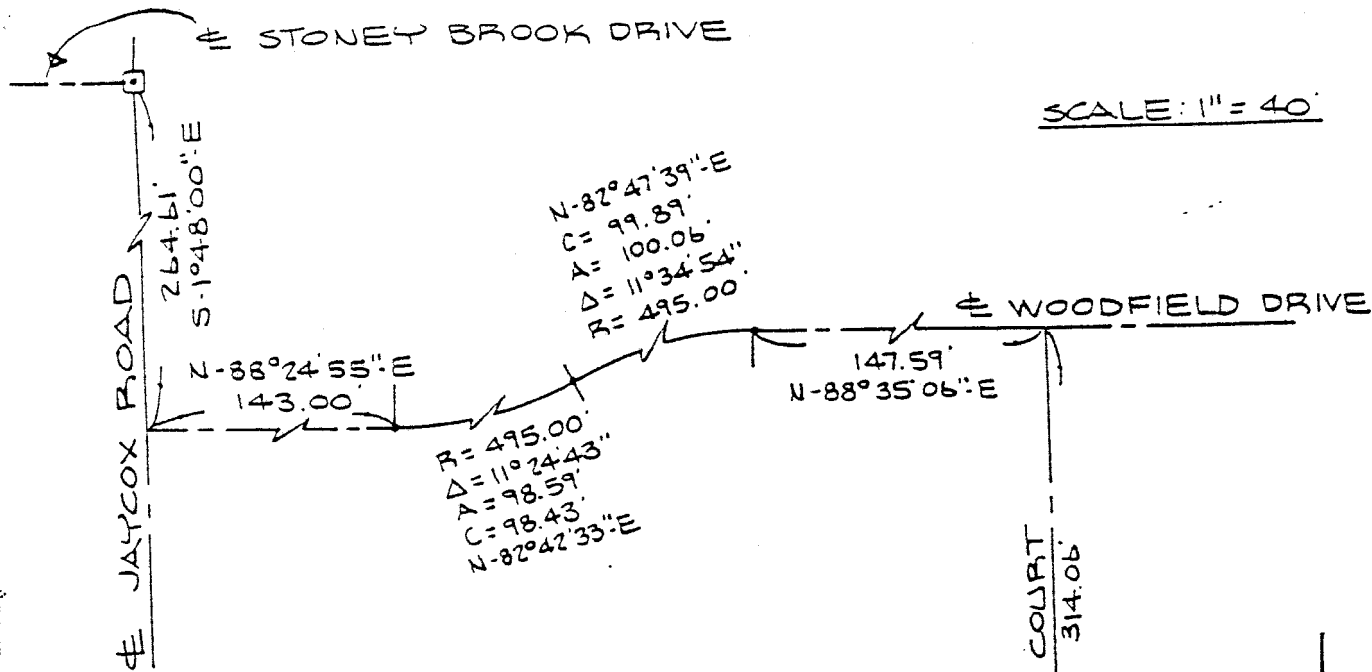
This instrument prepared by:  
Kenneth R. Resar  
Attorney at Law  
520 Broadway Avenue  
Lorain, Ohio 44052  
PH: (216) 244-5214

EXHIBIT "A"

DRAWING OF BRIARGATE COURT CUL-DE-SAC HUB  
AS SHOWN ON THE PLAT OF THE WOODFIELD ESTATES SUBDIVISION

(plot plan of Briargate Court cul-de-sac hub area)





BRIARGATE COURT  
CUL DE SAC ISLAND AREA  
WOODFIELD ESTATES NO. 1

PART OF AVON TOWNSHIP SEC. NO. 19  
CITY OF AVON LAKE COUNTY OF LORAIN  
STATE OF OHIO

PREPARED BY:  
KS ASSOCIATES INC.  
 ENGINEERS SURVEYORS

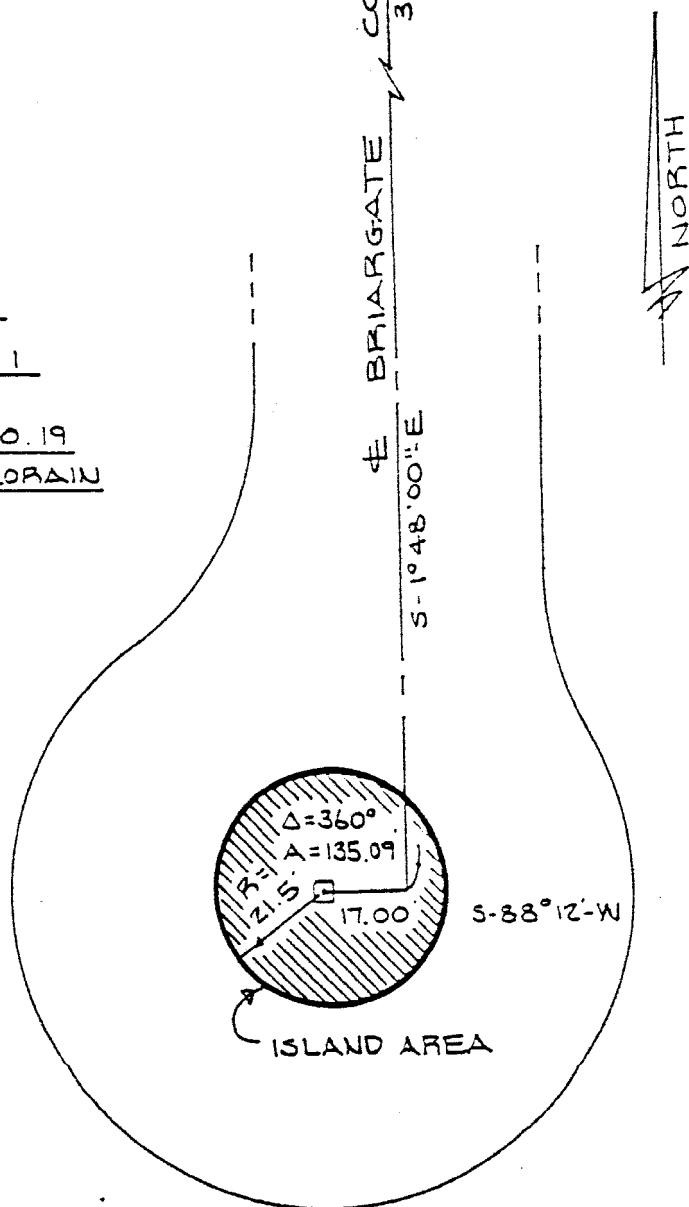


EXHIBIT "B"

DESCRIPTION OF BRIARGATE COURT CUL-DE-SAC HUB  
IN THE PLAT OF THE WOODFIELD ESTATES SUBDIVISION

(legal description of Briargate Court cul-de-sac hub area)

EXHIBIT "B"

To

BRIARGATE COURT CUL-DE-SAC HUB INDEMNITY AGREEMENT

Briargate Court Cul-de-sac Hub Area Legal Description

Situated in the City of Avon Lake, County of Lorain, and State of Ohio, being known as part of Avon Township Section No. 19 and being the area contained within a circle having a radius of 21.5 feet, a central angle of  $360^\circ$ , and an arc of 135.09 feet; the location of the radius point of said circle being more definitely described as follows:

Beginning at the intersection of the centerline of Stoney Brook Drive and the centerline of Jaycox Road;

Thence South  $1^\circ 48' 00''$  East in the centerline of Jaycox Road, a distance of 264.61 feet to a point;

Thence North  $88^\circ 24' 55''$  East, a distance of 143.00 feet to a point of curvature;

Thence in the arc of a curve which deflects to the left, a distance of 98.59 feet to a point of reverse curve; said curve has a radius of 495.00 feet, a central angle of  $11^\circ 24' 43''$  and a chord of 98.43 feet which bears North  $82^\circ 42' 33''$  East;

Thence in the arc of a curve which deflects to the right, a distance of 100.06 feet to the point of tangency of said curve; said curve has a radius of 495.00 feet, a central angle of  $11^\circ 34' 54''$  and a chord of 99.89 feet which bears North  $82^\circ 47' 39''$  East;

Thence North  $88^\circ 35' 06''$  East, a distance of 147.59 feet to a point;

Thence South  $1^\circ 48' 00''$  East, a distance of 314.06 feet to a point;

Thence South  $88^\circ 12' 00''$  West, a distance of 17.00 feet to a point; said point is the radius point of the island area herein described.

EXHIBIT 2

TO  
SUMMARY DISCLOSURE STATEMENT  
FOR  
WOODFIELD ESTATES

ARTICLES OF INCORPORATION  
OF  
WOODFIELD ESTATES  
HOMEOWNERS' ASSOCIATION, INC.

0476  
11/13/95

300 PART - SECRETARY OF STATE

RCFT NO. 7514004-02

CORPORATION NAME  
WOODFIELD ESTATES HOMEOWNERS ASSOCIATION LORAIN

DOC NUMBERS  
951103-0604

CHECK NUMBER  
7087

CHECK AMOUNT  
\$25.00

CHECK ISSUED: RILEY KOURY RESAR  
BY: 320 BROADWAY  
LORAIN, OH 44052

TOTAL: \$25.00

OF SECRETARY OF STATE  
PROCESSING STATEMENT  
11/13/95

05321-06 CHARTER NUMBER: 922147  
ROLL AND FRAME: 5321-0620

CORPORATION:

DOCUMENT NUMBER

CODE

FEE

WOODFIELD ESTATES HOMEOWNERS' ASSOCIATION, IN

95110341201

ARN

25.00

047637

RETURN TO: RILEY, KOURY & RESAR  
ATTN K R RESAR  
520 BROADWAY STE 200  
LORAIN OH 44052

TOTAL : 25.00

0133



# The State of Ohio

Bob Taft

Secretary of State

922147

## Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous

Filings: that said records show the filing and recording of: ARN

of:

WOODFIELD ESTATES HOMEOWNERS' ASSOCIATION, INC.

United States of America  
State of Ohio  
Office of the Secretary of State

Recorded on Roll 5321 at Frame 0622 of  
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at

Columbus, Ohio, this 3RD day of NOV

A.D. 19 95 .



*Bob Taft*  
Bob Taft  
Secretary of State

CR

Date Filed: 11-3-95  
 Amount Paid: 25.00  
 Document Number: 25110341201

ARTICLES OF INCORPORATION

OF

WOODFIELD ESTATES HOMEOWNERS' ASSOCIATION, INC.

The undersigned, desiring to form a corporation, not for profit, under Chapter 1702 of the Ohio Revised Code, does hereby certify:

- FIRST: The name of said corporation shall be Woodfield Estates Homeowners' Association, Inc. ( the "Corporation").
- SECOND: The place in the State of Ohio where the principal office of the Corporation is to be located is the City of Avon Lake, County of Lorain.
- THIRD: The Corporation is organized as a not for profit residential homeowners' association for the purpose of providing an entity responsible for the operation and administration of a residential development in Lorain County, Ohio known as "Woodfield Estates" and of exercising, promoting and protecting the interests of the owners of property within Woodfield Estates. Said residential development is herein called "Woodfield Estates," and the Declaration of Restrictions, Reservations and Covenants therefor is herein called the "Declaration." The Corporation is also organized for the purpose of administering and enforcing the terms and conditions of the Declaration.
- FOURTH: The following persons, having their addresses set forth opposite their respective names, shall serve the Corporation as its initial Trustees until the first annual meeting or other meeting called to elect Trustees, as provided in the By-Laws of the Corporation:

H.R. Kopf	420 Avon Belden Road Avon Lake, Ohio 44012
-----------	---

Arthur E. Armbrecht	420 Avon Belden Road Avon Lake, Ohio 44012
---------------------	---

Barry J. Edelstein	420 Avon Belden Road Avon Lake, Ohio 44012
--------------------	---

- FIFTH: No part of the income of the Corporation shall inure to the benefit of any member, Trustee or officer of the Corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation effecting one or more of its purposes); and no Trustee or officer of the Corporation shall be entitled as such to a share in the distribution of any of the Corporation's assets; and the same shall be fairly distributed to the members of the Corporation as then determined by the Board of Trustees based upon the prior Assessments, if any, or, if there have been no Assessments, proportionately to the members, based upon the total number of owners at that time comprising the membership of the Corporation.
- SIXTH: The Corporation shall have all of the powers of a nonprofit corporation as set forth in Chapter 1702 of the Ohio Revised Code.
- SEVENTH: These Articles of Incorporation may be amended as provided by law and by affirmative vote of seventy-five percent (75%) of the members of the Corporation entitled to exercise the voting power of the Corporation.
- EIGHTH: No sale of all or substantially all of the assets of the Corporation shall be made without the concurrence and assent of the members of the Corporation having no less than seventy-five percent (75%) voting interest in the Corporation.
- NINTH: The existence of the Corporation shall be perpetual.
- TENTH: (a) The Corporation shall, in the case of any person who is or was an officer or Trustee and may, in the case of any other person, indemnify or agree to indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Corporation, by reason of the fact that such person is or was a Trustee, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, trustees, officer, employee or agent of another corporation, domestic or foreign, non-profit or for profit, partnership, joint venture, trust or other enterprise, against expenses,



including reasonable attorneys' fees, judgements, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgement, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, such person had no reasonable cause to believe that such person's conduct was unlawful.

(b) The Corporation shall, in the case of any person who is or was an officer or Trustee, and may, in the case of any other person, indemnify or agree to indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgement in its favor by reason of the fact that such person is or was a Trustee, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, Trustee, officer, employee, or agent of another corporation, domestic or foreign, non-profit or for profit, partnership, joint venture, trust, or other enterprise against expenses, including reasonable attorneys' fees, actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of such person's duty to the Corporation unless, and only to the extent that, the Court of Common Pleas, or the court in which such action or suit was brought, shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly

and reasonably entitled to indemnify for such expenses as the Court of Common Pleas or such other court shall deem proper.

(c) To the extent that a director, Trustee, officer, employee, or agent has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to hereinabove, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses, including reasonable attorneys' fees, actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under Sections (a) and (b) above unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Trustee, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in said Sections. Such determination shall be made (a) by a majority vote of a quorum consisting of Trustees who were not and are not parties to or threatened with any such action, suit, or proceeding, or (b) if such a quorum is not obtainable, or if a majority vote of a quorum of disinterested Trustees so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Corporation, or any person to be indemnified within the past five (5) years, or (c) by the Members of the Corporation holding a majority of its voting power, or (d) by the Court of Common Pleas or the court in which such action, suit, or proceeding was brought. Any determination made hereunder by the disinterested Trustees or by independent legal counsel shall be promptly communicated to the person who threatened or brought the action or suit by or in the right of the Corporation and within ten (10) days after receipt of such notification such person shall have the right to petition the Court of Common Pleas or the court in which such action or suit was brought to review the reasonableness of such determination.

(e) Expenses, including reasonable attorneys' fees, incurred in defending any action, suit or proceeding referred to in Sections (a) and (b) above, may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Trustees in the

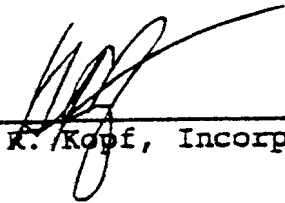
specific case upon receipt of an undertaking by or on behalf of the Trustee, officer, employee, or agent to repay such amount, unless it shall ultimately be determined that such person is entitled to be indemnified by the Corporation as authorized herein.

(f) The indemnification provided by this Tenth Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under these Articles of Incorporation, the Declaration, or the By-Laws for this Corporation or any agreement, vote of the members of the Corporation or disinterested Trustees, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, Trustee, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

(g) The Corporation may purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, Trustee, officer, employee, or agent of another corporation, domestic or foreign, non-profit or for profit, partnership, joint venture, trust, or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under this Tenth Article.

(h) As used in this Tenth Article, references to the Corporation include all constituent corporations in a consolidation or merger and the new or surviving corporation, so that any person who is or was a Trustee, officer, employee, or agent of such constituent corporation, or is or was serving at the request of such a constituent corporation as a director, Trustee, officer, employee, or agent of another corporation, domestic or foreign, non-profit or for profit, partnership, joint venture, trust, or other enterprise, shall stand in the same position under this Tenth Article with respect to the new or surviving corporation as such person would if such person had served the new or surviving corporation in the same capacity.

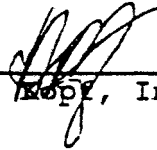
IN WITNESS WHEREOF, the undersigned has hereunto subscribed  
his name this 26<sup>th</sup> day of October, 1995

  
\_\_\_\_\_  
H. K. Kopf, Incorporator

ORIGINAL APPOINTMENT OF AGENT

The undersigned, being the Incorporator of Woodfield Estates Homeowners' Association, Inc., hereby appoints Barry J. Edelstein, a natural person and resident of the State of Ohio, as its Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served.

The complete address of the Agent is 420 Avon Belden Road, Avon Lake, Ohio 44012.

  
\_\_\_\_\_  
H.R. Kopf, Incorporator

## ACCEPTANCE:

The undersigned, Barry J. Edelstein, hereby accepts the foregoing appointment as Statutory Agent for the corporation, upon whom process, tax notices, or demands may be served.

Date: October 26, 1995

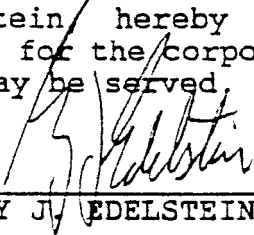
  
\_\_\_\_\_  
BARRY J. EDELSTEIN

EXHIBIT 3  
TO  
SUMMARY DISCLOSURE STATEMENT  
FOR  
WOODFIELD ESTATES

BY-LAWS  
OF  
WOODFIELD ESTATES  
HOMEOWNERS' ASSOCIATION, INC.

**BY-LAWS**  
**OF**  
**WOODFIELD ESTATES HOMEOWNERS' ASSOCIATION, INC.**

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BY-LAWS  
OF  
WOODFIELD ESTATES HOMEOWNERS'  
ASSOCIATION, INC.

The within By-Laws are adopted by the incorporator of Woodfield Estates Homeowners' Association, Inc. pursuant to Chapter 1702 of the Ohio Revised Code. Unless otherwise defined, all terms and/or words used herein which are defined in the Declaration of Covenants and Restrictions of Woodfield Estates, recorded at Vol. \_\_\_\_\_ Page \_\_\_\_\_ of Lorain County Records (the "Declaration"), have the same meaning herein as set forth therein. All present or future Lot Owners, other than Developer, (when not acting as lessor of any unsold Residences, as provided in the Declaration), or the tenants and employees of such Lot Owners, or any other person who might use any facilities available to the Woodfield Estates Subdivision (hereinafter called "Woodfield Estates" or the "Subdivision"), shall be subject to these By-Laws and to any covenants, provisions or regulations hereafter adopted by the Board of Trustees of the Woodfield Estates Homeowners' Association, Inc. The mere acquisition or rental of any of the Lots located within Woodfield Estates, or the mere act of occupancy of any of the Residences on said Lots shall constitute acceptance and ratification of the Declaration and of these By-Laws.

ARTICLE I.  
THE ASSOCIATION

1.1 Name and Nature of Association. The Association shall be an Ohio corporation not for profit, and shall be called Woodfield Estates Homeowners' Association, Inc.

1.2 Membership. Each Owner, upon acquisition of title to a Lot, shall automatically become a "Member" of the Association. Such membership shall terminate (a) upon the sale or other disposition by such Member of his or her ownership of a Lot, at which time the new owner of such Lot shall automatically become a Member of the Association, or (b) upon the removal by Developer of such Lot from the operation of the Declaration as provided therein. As provided in Article VII of the Declaration, the Developer shall not become a Member as a result of its ownership of any Lot unless and until Developer leases or rents any unsold Lot or Residence; in which event, Developer shall become a member with respect to each rented or leased Lot or Residence.

1.3 Voting Rights. There shall be one (1) voting Member for each Lot. Such voting Member may be the Owner or the group composed of all the Owners of a Lot, and each Owner (or group of owners collectively) shall be entitled to one (1) vote per Lot owned by such Owner or group. The number of voting Members in the

Association at any given time will correspond to the actual number of Lots sold by Developer. Initially, there shall be no more than nineteen (19) voting Members in the Association, representing the number of Lots initially subject to the Declaration. There will be fewer than nineteen (19) voting Members until such time as all Lots are sold, leased or rented by Developer. Developer may add additional Lots to Woodfield Estates; whereupon the Owners of such additional Lots shall automatically become voting Members upon acquisition of title to such additional Lots. The Developer currently contemplates that there will be a total of eighty-three (83) Lots in the Woodfield Estates. In the event all of the eighty-three (83) Lots become subject to the Declaration then there will be no fewer than eighty-three (83) voting Members. Developer may elect to amend the Declaration (as provided in the Declaration) to increase or reduce the number of Lots within Woodfield Estates and the corresponding number of voting Members of the Association; in such event, the total number of votes of all voting Members shall be as many as there are Lots within Woodfield Estates after such amendment or amendments to the Declaration.

1.4 Proxies. Members may vote or act in person or by proxy. The person appointed as proxy need not be a Member of the Association. Designation by a Member or Members of a proxy to vote or act on his, her or their behalf shall be made in writing to the Board of Trustees of the Association and shall be revocable at any time by actual notice to the Board of Trustees by the Member or Members making such designation. Notice to the Board of Trustees in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

1.5 Meetings of Members.

- (a) Annual Meeting. The annual meeting of the Members of the Association for the election of members of the Board of Trustees, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before the meeting shall be held at the office of the Association, or at such other place upon or within Woodfield Estates or elsewhere, as may be designated by the Board of Trustees and specified in the notice of the meeting. The first annual meeting of Members of the Association shall be held as soon as practicable after the end of the Control Period (as defined in Section 6.1 hereof). Thereafter, the annual meeting of Members of the Association shall be held on such date as the Board of Trustees, in its discretion, shall designate.
- (b) Special Meetings. Special meetings of Members of the Association may be held on any business day

when called by the President of the Association or by the Board of Trustees of the Association or by Members entitled to exercise at least twenty-five percent (25%) of the voting power of the Association.

Upon request in writing delivered either in person or by certified mail to the President or the Secretary of the Association by any persons entitled to call a meeting of Members, such officer shall forthwith cause to be given to the Members entitled thereto notice of a meeting to be held on a date not less than seven (7) nor more than sixty (60) days after the receipt of such request, as such officer may fix. If such notice is not given within thirty (30) days after the delivery or mailing of such request, the persons calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at 7:30 P.M. or as otherwise declared by the Board of Trustees and shall be held at the office of the Association or at such other time and place within Woodfield Estates or elsewhere as shall be specified in the notice of such meeting.

- (c) Notices of Meetings. Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the Members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these By-Laws to give such notice. The notice shall be given by personal delivery or by mail to each Member of the Association who is an Owner of a Lot of record as of the day next preceding the day on which notice is given. If mailed, the notice shall be addressed to the Members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purposes of any meeting of Members of the Association may be waived in writing, either before or after the holding of such meeting, by any Members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, lack of proper notice shall be deemed to be a waiver by such Member of notice of such meeting.

- (d) Quorum - Adjournment. Except as may be otherwise provided by law or by the Declaration, at any meeting of the Members of the Association, the Members of the Association entitled to exercise a majority of the voting power of the Association, present in person or by proxy, shall constitute a quorum for such meeting and the acts of the majority of the Members of the Association present at a meeting at which a quorum is present shall be the acts and deeds of the Members of the Association; provided, however, that no action required by law, by the Declaration, or by these By-Laws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided, further, that the Members of the Association entitled to exercise a majority of the voting power represented at a meeting of Members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

## ARTICLE II. BOARD OF TRUSTEES

2.1 Number and Qualification. Except as provided in Section 6.1 hereof, the Board of Trustees shall consist of not less than three (3) persons each of whom must be an Owner and occupier of a Residence on a Lot.

2.2 Election of Trustees; Vacancies. Except as provided in Section 6.1 hereof, the Trustees shall be elected at each annual meeting of the Members of the Association or at a special meeting called for the purpose of electing Trustees. At a meeting of Members of the Association at which Trustees are to be elected, only persons nominated as candidates shall be eligible for election as Trustees, and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board of Trustees, however caused, the remaining Trustees, though less than a majority of the whole authorized number of Trustees, may, by the vote of a majority of their number, fill any such vacancy for the unexpired term;

2.3 Term of Office; Resignations. Except as provided in Section 6.1 hereof, each Trustee shall hold office until the next annual meeting of the Members of the Association and until his or her successor is elected, or until his or her earlier resignation, removal from office or death. Any Trustee may resign at any time by oral statement to that effect made at a meeting of the Board of

Trustees, or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the resigning Trustee may specify. Members of the Board of Trustee shall serve without compensation. At the first annual meeting of the Members of the Association where the Members are able to elect the Board of Trustees, the term of office of three (3) Trustees shall be fixed so that such term will expire one (1) year from and after the date of the next following annual meeting of Members of the Association. If there are more than three (3) Trustees, the term of office of any additional Trustees shall be fixed so that such term will expire at the date of the next following annual meeting of Members of the Association. At the expiration of such initial term of office of each respective Trustee, his or her successor shall be elected to serve for a term of two (2) years.

2.4 Organization Meeting. Immediately after each annual meeting of Members of the Association, the newly elected Trustees and those Trustees whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

2.5 Regular Meetings. Regular meetings of the Board of Trustees may be held at such times and places as shall be determined by a majority of the Trustees, but at least four (4) such meetings shall be held during each fiscal year.

2.6 Special Meetings. Special meetings of the Board of Trustees may be held at any time upon call by the President or at least two (2) Trustees. Written notice of the time and place of such meeting shall be given to each trustee either by personal delivery or by mail, telegram, telecopy or telephone at least two (2) days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any Trustee at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by such Trustee of notice of such meeting, and such notice may be waived in writing, before or after the holding of such meeting, by any Trustee, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting.

2.7 Quorum; Adjournment. A quorum of the Board of Trustees shall consist of a majority of the Trustees then in office; provided that a majority of the Trustees present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board of Trustees at which a quorum is present, all questions and business shall be determined by a majority vote

of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws.

2.8 Removal of Managers. Except as provided in Section 6.1 hereof, at any regular or special meeting of Members of the Association duly called at which a quorum shall be present, any one or more of the Trustees may be removed with or without cause by the vote of Members entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, and a successor or successors to such Trustee or Trustees so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Trustee whose removal has been proposed by the Members of the Association shall be given an opportunity to be heard at such meeting.

2.9 Fidelity Bonds. The Board of Trustees shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association out of the Operating Reserve Fund as provided by Article IV hereof.

### ARTICLE III. OFFICERS

3.1 Election and Designation of Officers. The Board of Trustees shall elect a President, a Vice President, a Secretary and a Treasurer, at least three (3) of whom shall be members of the Board of Trustees. The Board of Trustees may also appoint an Assistant Treasurer and an Assistant Secretary and such other officers as, in their judgment, may be necessary or appropriate who are not members of the Board of Trustees but who are Members of the Association.

3.2 Term of Office; Vacancies. The officers of the Association shall hold office until the next organization meeting of the Board of Trustees and until their successors are elected, except in case of resignation, removal from office or death. The Board of Trustees may remove any officer at any time with or without cause by a majority vote of the Trustees then in office. Any vacancy in any office may be filled by the Board of Trustees.

3.3 President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of Members of the Association and shall preside at all meetings of the Board of Trustees. Subject to directions of the Board of Trustees, the President shall have general executive supervision over the business and affairs of the Association. The President may execute all authorized deeds, contracts and other obligations of the Association, and shall have such other duties as may be determined by the Board of Trustees or otherwise provided for in the Declaration or in these By-Laws.

3.4 Vice President. The Vice President shall perform the duties of the President whenever the President is unable to act, and shall have such other authority and perform such other duties as may be determined by the Board of Trustees.

3.5 Secretary. The Secretary shall keep the minutes of meetings of the Members of the Association and of the Board of Trustees. The Secretary shall keep such books as may be required by the Board of Trustees, shall give notices of meetings of Members of the Association and of the Board of Trustees required by law, or by these By-Laws or otherwise, and shall have such authority and shall perform such other duties as may be determined by the Board of Trustees.

3.6 Treasurer. The Treasurer shall receive and have charge of all money, bills, notes and similar property belonging to the Association, and shall do with the same as may be directed by the Board of Trustees. The Treasurer shall keep accurate financial accounts and hold the same open for inspection and examination of the Trustees, and shall have such authority and shall perform such other duties as may be determined by the Board of Trustees.

3.7 Other Officers. The Assistant Secretaries and Assistant Treasurers, if any, and any other officers whom the Board of Trustees may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board of Trustees.

3.8 Delegation of Authority and Duties. The Board of Trustees is authorized to delegate the authority and duties of any officer to any other officer, and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

#### ARTICLE IV. GENERAL POWERS OF THE ASSOCIATION

4.1 Payments from Operating Reserve Fund. Each Owner of a Lot, other than Developer (except in Developer's capacity as lessor of any Residence(s), as provided in the Declaration), shall pay an annual membership fee and assessment, as provided herein, to the Association for the benefit of all the Lot Owners, and the Association shall place the funds so collected in one or more accounts of the Association (said account or accounts being hereinafter referred to as the "Operating Reserve Fund"), and out of the Operating Reserve Fund the Association shall arrange and pay for the following:

- (a) Wages and Fees for Services. The fees for services of any person or firm employed by the Association, including, without limitation, the services of any person or persons required for the maintenance or operation of the property owned, operated,



administered or managed by the Association, any legal and/or accounting services necessary or proper in the operation of Woodfield Estates or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association;

- (b) Certain Maintenance. The cost of correction of a breach of covenant as provided in the Declaration, if such correction is necessary, in the discretion of the Board of Trustees, to prevent material deterioration of property values and if the Owner or Owners of said Lot have failed or refused to correct such breach of covenant within a reasonable time after written notice of the necessity of said correction has been delivered by the Association to said Owner or Owners; provided that the Association shall levy special assessments against such Owner or Owners for the cost of such correction; and
- (c) Additional Expenses. The cost of any other materials, supplies, labor, services maintenance, insurance or assessments which the Association is authorized or required to secure or pay for pursuant to the terms of the Declaration and/or these By-Laws or by law or which is, in the opinion of the Association, necessary or proper for the maintenance and operation of Woodfield Estates or for the enforcement of the Declaration and these By-Laws.

4.2 Rules and Regulations. The Board of Trustees may adopt such reasonable rules and regulations and from time to time amend the same, supplementing the rules and regulations set forth in the Declaration and these By-Laws, as it may deem advisable for the maintenance, conservation and beautification of Woodfield Estates, and for the health, comfort, safety and general welfare of the Owners and occupants of Residences in Woodfield Estates. Written notice of such rules and regulations shall be given to all Lot Owners, and the Land comprising Woodfield Estates shall at all times be maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration or of these By-Laws, the rules and regulations of the Declaration and of these By-Laws shall govern.

4.3 No Active Business to be Conducted for Profit. Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all of the Lot Owners or any of them.

4.4 Delegation of Duties. Nothing herein contained shall be construed so as to preclude the Association, through its Board of Trustees and officers, from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the Trustees of the Association shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

4.5 Applicable Laws. The Association shall be subject to and governed by the provisions of Chapter 1702 of the Ohio Revised Code. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or By-Laws of the Association, the terms and provisions of the Declaration shall prevail, and the Lot Owners, and all persons claiming under them, covenant to vote in favor of such amendment in the Articles or By-Law as will remove such conflicts or inconsistencies.

#### ARTICLE V. FEES AND ASSESSMENTS

5.1 Fees and Assessments. Assessments may be levied by the Association from time to time at a meeting of the Board of Trustees by a majority vote of the Board of Trustees. Assessments may, if so stated in the Board of Trustees' resolution authorizing such assessment, be payable in installments over a period of years.

5.2 Operating Reserve Fund. The Association shall establish an Operating Reserve Fund (the "Fund") into which each Owner (other than Developer) of a Lot shall be required to deposit the sum of Fifty Dollars (\$50.00), to be retained in the Fund and the sum of One Hundred Dollars (\$100.00), to be applied toward such Owner's first year association Expenses. Notwithstanding the foregoing, solely with respect to the first purchaser of a Lot from Developer, the One Hundred Dollar (\$100.00) deposit shall be prorated on a calendar year basis from the date that an Owner acquires title to such Lot. Developer shall not be required to deposit any amounts into the Fund except when leasing or renting any unsold Residence, in which case Developer shall make such deposit with respect to such leased or rented Residence.

5.3 Due Dates of Assessments; Defaults. The due date of any assessment or installment thereof shall be fixed by the Board of Trustees authorizing such assessment, and written notice of such assessment or installment thereof shall be given to each Lot Owner subject thereto at least sixty (60) days in advance of such due date.

If an assessment, or installment thereof, is not paid within thirty (30) days after the due date, such delinquent assessment or installment shall bear interest from the due date at the rate of ten percent (10%) per annum, and the Association may, after such

thirty (30) day period, bring an action at law against the Lot Owner responsible for the payment of such delinquent amount and (additionally or alternatively) may foreclose the lien against the Lot; and in the event a judgment is obtained, such judgment shall include interest on the delinquent amount as above provided, together with the costs of the action. The Association may file in the office of the County Recorder a Notice of Lien to evidence any delinquent assessment or installment, but the Association shall not be under any duty to file such Notice of Lien, and its failure or omission to do so shall not in any way impair or affect the Association's lien and other rights in and against the Lot and against the Owner of the Lot.

5.4 Statement of Unpaid Assessments or Charges. Any prospective grantee or mortgagee of a fee or undivided fee interest in a Lot may rely upon a written statement from the President, Vice President or Treasurer of the Association setting forth the amount of unpaid assessments or charges with respect to such fee or undivided fee interest. In the case of a sale of any such interest, no grantee shall be liable for, nor shall the interest purchased by subject to a lien for, any unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement; nor shall the membership privileges of such grantee be suspended by reason of any such unpaid assessment. In the case of the creation of any mortgage, any lien of the Association for unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement shall be subordinate to such mortgage.

5.5 Books and Records of Association. The Association shall keep full and correct books of account, and the same shall be open for inspection by any Lot Owner or any representative of a Lot Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by such Lot Owner. Upon ten (10) days' notice to the Board of Trustees, any Lot Owner shall be furnished a statement of his or her account setting forth the amount of any unpaid assessments or other charges due and owing from such Lot Owner.

5.6 Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Lot Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all the Lot Owners in proportion to each Lot Owner's percentage obligation in the Association, based on the relative number of Lots from time to time comprising Woodfield Estates (as such percentage may be amended).

5.7 Annual Examination. The books of the Association shall be examined, reviewed or audited once a year by the Board of

Trustees, and such examination, review or audit shall be completed prior to each annual meeting. If requested by two (2) members of the Board of Trustees, such examination, review or audit shall be made by a certified public accountant. In addition, and at any time requested by the Owners of ten (10) or more Lots, including the Developer, the Board of Trustees shall cause an additional examination, review or audit to be made.

## ARTICLE VI. GENERAL PROVISIONS

6.1 Rights Pending Expiration of the Control Period. For the period commencing on the date hereof and ending on the earlier of (i) the fifteenth (15th) anniversary of the date hereof, or (ii) one (1) year after the date that construction of all Residences within Woodfield Estates has been completed, including Residences on additional real estate which Developer may, from time to time, elect to add to Woodfield Estates, as provided in the Declaration, (or sooner, at the election of the Developer) (the "Control Period"), (a) the Board of Trustees shall consist of three (3) persons selected by the Developer, (b) such persons need not be Lot Owners, and (c) the Trustees so selected shall not be subject to the provisions of Sections 2.1, 2.2, 2.3 and 2.8 hereof.

6.2 Service of Notices on the Board of Trustees. Notices required to be given to the Board of Trustees or to the Association may be delivered to any member of the Board of Trustees or officer of the Association either personally or by mail addressed to such member or officer in care of Developer at 420 Avon Belden Road, Avon Lake, Ohio 44012.

6.3 Service of Notices on Devisees and Personal Representatives. Notices required to be given any devisee or personal representative of a deceased Lot Owner may be delivered either personally or by mail to such party at his, her or its address appearing on the records of the court wherein the estate of such deceased Lot Owner is being administered.

6.4 Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

6.5 Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these By-Laws shall be deemed to be binding on all Lot Owners, their successors and assigns.

6.6 Notices of Mortgages. Any Lot Owner who mortgages his or her Lot shall notify the Association, in such manner as the Association may direct, of the name and address of his or her

mortgagee, and thereafter shall notify the Association of the payment, cancellation or other alteration in the status of such mortgage. The Association shall maintain such information in a book entitle "Mortgages of Lots."

6.7 Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

6.8 Perpetuities and Restraints on Alienation. If any of the provisions, covenants or rights created by these By-Laws shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of William Clinton, President of the United States, and George M. Voinovich, Governor of the State of Ohio.

6.9 Amendments to the Declaration. To the extent that these By-Laws and the operation and governance of the Association are subject to the Declaration, the same shall also be subject to any modification or amendment to the Declaration.

#### ARTICLE VII. INDEMNIFICATION

7.1 Generally. The Corporation shall indemnify any Trustee or officer or any former Trustee or officer of the Corporation or any person who is serving or has served at the request of the Corporation (and such person's heirs, executors and administrators) against expenses, including reasonable attorney's fees, judgments, fines, and amounts paid in settlement, actually and reasonably incurred by such Trustee or officer by reason of the fact that such person was such Trustee, officer or agent, in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, to the extent and according to the procedures and requirements set forth in the Ohio Nonprofit Corporation Law. The indemnification provided for herein shall not be deemed to restrict the right of the Corporation to indemnify employees, agents and others as permitted by such law.

#### ARTICLE VIII. AMENDMENTS

8.1 Amendments of By-Laws. These By-Laws, may be amended, from time to time, by the actions or approval of Lot Owners exercising seventy-five percent (75%) or more of the voting power of the Association; provided, however, that any provisions of these



EXHIBIT 4

TO

SUMMARY DISCLOSURE STATEMENT

FOR

WOODFIELD ESTATES

MANAGEMENT CONTRACT BETWEEN

VIP PROPERTY MANAGEMENT CO.

AND

WOODFIELD ESTATES

HOMEOWNERS' ASSOCIATION, INC.

WOODFIELD ESTATES HOMEOWNERS' ASSOCIATION, INC.

MANAGEMENT CONTRACT

THIS MANAGEMENT CONTRACT, ("Contract") made and entered into at Avon Lake, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between VIP PROPERTY MANAGEMENT COMPANY, an Ohio corporation (the "Manager"), and WOODFIELD ESTATES HOMEOWNERS' ASSOCIATION, INC., an Ohio corporation not for profit (the "Association").

WITNESSETH:

1. EMPLOYMENT OF MANAGER: The Association hereby appoints and employs the Manager as the Association's sole and exclusive agent to maintain, operate, service and care for all "Common Areas," "External Tree Lawns," "Hubs," "Identification Areas" and "Identification Area Tree Lawns," as such terms are defined in the Woodfield Estates Declaration of Restrictions, Reservations and Covenants (the "Declaration") recorded at Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Lorain County Records (the foregoing items being collectively referred to herein as "Woodfield Estates Facilities and Property"), within the Woodfield Estates Subdivision ("Woodfield Estates"), in Avon Lake, Lorain County, Ohio and Manager hereby accepts such appointment. The Association shall not authorize or permit any other person, firm or corporation to perform any work or render any services delegated, conferred or imposed upon Manager hereunder unless prior written approval is obtained from Manager.
2. TERM: The term of employment of the Manager shall be for one (1) year commencing on \_\_\_\_\_ 19\_\_\_\_, and shall automatically renew itself for consecutive one-year additional terms. This Contract may be terminated by either party at any time, upon ninety (90) days' written notice to the other.
3. DUTIES AND AUTHORITY OF MANAGER: Manager shall have the exclusive right and duty to manage the Woodfield Estates Facilities and Property, with full authority, power and control over all phases (if more than one) thereof; and the Association expressly agrees to assume and pay all expenses incurred in connection therewith. Manager shall be responsible for furnishing, at the Association's expense, all services incident to the management of Woodfield Estates Facilities and Property, including without limitation the following:
  - 3.01 Manager shall hire, pay and supervise any and all persons and employees deemed necessary by Manager to properly maintain, service and care for the Woodfield Estates Facilities and Property.



- 3.02 Manager shall cause the Woodfield Estates Facilities and Property to be maintained, operated, serviced and cared for in such condition as Manager deems advisable, including cleaning, repairs and alterations.
- 3.03 Manager shall cause such acts or things to be done as may be necessary to comply with all orders, statutes, rules or ordinances applicable to the Woodfield Estates Facilities and Property by any federal, state, municipal or governmental authority having jurisdiction thereof; provided, however, that any single expenditure in excess of Four Thousand Dollars (\$4,000.00) to obtain compliance with such order, statute, rule or ordinance shall be first approved by the Association.
- 3.04 Manager shall enter into contracts on behalf of the Association for the maintenance, operation, service and care of the Woodfield Estates Facilities and Property, including without limitation, lawn care, rubbish removal, landscaping and the like, but no such contract shall be for a term in excess of one (1) year unless first approved by the Association.

Manager shall have such other rights and authorities to make any and all contracts and disbursements, to incur obligations on behalf of the Association, and to do all other things necessary and proper, in Manager's reasonable discretion, to carry out Manager's responsibilities hereunder. Manager shall have the right to enter into contracts with persons, firms or corporations related to or connected with Manager, and, provided that the same are on reasonable prices and upon reasonable terms, the same shall not be challenged by the Association by virtue of such relationship.

4. CONSIDERATION: The Association shall pay to Manager for its services hereunder during the term of this Contract:
- 4.01 Base Compensation. The sum of Five Dollars (\$5.00) per Lot per month (as defined in the Declaration) within Woodfield Estates, payable on the first day of each month in advance. However, the sum of Eighty Dollars (\$80.00) per month shall be paid as the minimum Base Compensation regardless of the number of Lots within the Woodfield Estates.
- 4.02 Costs and Expenditures Incurred by Manager. Association, in addition to Manager's Base Compensation, shall reimburse Manager, within five (5) days after being invoiced by Manager, for any and all costs and expenses incurred by Manager in connection with the maintenance, operation, service and care of Woodfield Estates Facilities and Property.
5. BUDGET: Manager shall, from time to time, prepare and submit to the Association a tentative annual budget of any and all

costs and expenses that Manager expects to incur in connection with the maintenance, operation, service and care of Woodfield Estates Facilities and Property. Manager shall not be bound by the annual budget, and the same shall be used only as a planning tool for the Association and for the Manager.

6. INDEMNIFICATION: The Association, for itself and each member, hereby agrees to defend, indemnify and save Manager harmless for and against any and all claims, demands, liabilities, damages, penalties, expenses, costs (including reasonable attorney's fees) and/or causes of action brought by or against, sustained or incurred by Manager directly or indirectly, in whole or in part arising out of or relating to, any loss, injury and/or damage to any person or property in, on or about the Woodfield Estates Facilities and Property and/or in connection with the Association, its properties and facilities, for any cause whatsoever.

Manager shall not be liable or responsible for any error of judgment or for anything Manager may do or refrain from doing under or pursuant to this Contract, except in cases of willful misconduct or gross negligence.

7. NOTICES: Any and all notices required hereunder shall be delivered by hand or mailed to the party entitled to receive same by regular United States mail, postage prepaid, except notice of termination, which shall be delivered by hand or certified mail, return receipt requested.
8. BINDING EFFECT: This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers, at the date and place first above written.

VIP PROPERTY MANAGEMENT COMPANY

By \_\_\_\_\_  
Barry J. Edelstein, V. President

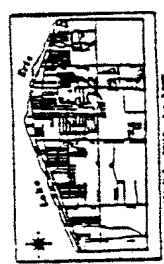
WOODFIELD ESTATES HOMEOWNERS'  
ASSOCIATION, INC.

By \_\_\_\_\_  
H. R. Kopf, President

This Document Prepared By:  
Kenneth R. Resar, Esq.  
520 Broadway, Suite 200  
Lorain, Ohio 44052

EXHIBIT 5  
TO  
SUMMARY DISCLOSURE STATEMENT  
FOR  
WOODFIELD ESTATES

PRELIMINARY PLAN  
(Reduced size drawing)

[illegible]

**PERMANENT GREEN SPACE  
BY DEED RESTRICTION**

2009      9006 Cu 7H CuO } g 236K02 v 2nd

KS ASSOCIATES, INC.

**KS ASSOCIATES**  
INCORPORATED