

Nature's Preserve
HOA

Env Tri Mor Corp
8530 North Boyle Parkway
Twinsburg, OH 44087

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

THE NATURE'S PRESERVE OF TWINSBURG HOMEOWNERS ASSOCIATION, INC.

Declarant, Stonewater One, LLC, an Ohio limited liability company, is the owner of certain real estate in Twinsburg Township, Summit County, Ohio, known as Nature's Preserve, Phase I, as shown on the Record Plat attached hereto as Exhibit A.

Declarant hereby declares that the Property (as hereinafter defined) shall be owned, held, transferred, sold, conveyed, used, and occupied subject to the covenants, conditions, restrictions, assessments, charges, liens, and reservation of easements herein, which are for the purpose of protecting the value and desirability of and which shall run with the Property submitted hereunder or which may subsequently be added, and shall be binding on and inure to the benefit of all parties having any right, title or interest in the Property, and their respective successors, assigns, heirs, and personal representatives.

**ARTICLE I
DEFINITIONS**

- 1.1. **ACC.** "ACC" means the Architectural Control Committee established pursuant to Chapter 16 of the Twinsburg Township Zoning Resolution and as more fully described in Section 7.21.
- 1.2. **Additional Land.** "Additional Land" means the property that may be made subject to this Declaration pursuant to Article IX.
- 1.3. **Assessments.** "Assessments" means the Annual General Assessment, Working Capital Fund Assessment, Special Assessment, Individual Assessment, Stewardship Assessment, and all other assessments, charges, expenses, and liabilities allocated to a Lot as further established by Article V of this Declaration.
- 1.4. **Association.** "Association" means The Nature's Preserve of Twinsburg Homeowners Association, Inc., an Ohio nonprofit corporation, its successors and assigns. Except as the context otherwise requires, "Association" shall mean the Board of Directors acting on behalf of the Association.
- 1.5. **Board.** "Board" shall mean the Board of Directors of the Association.
- 1.6. **Builder.** "Builder" means any person or entity (including the Declarant) that acquires a Lot for the purpose of improving that Lot and erecting a Dwelling Unit thereon for sale to an Owner.
- 1.7. **Code of Regulations.** "Code of Regulations" means the bylaws of the Association attached hereto and incorporated herein as Exhibit B.
- 1.8. **Common Elements.** "Common Elements" shall mean Blocks A through G as shown on the Record Plat and any property the Association holds in fee or has use of pursuant to a lease or easement other than a Lot, including but not limited to easements in favor of the Association, all as more fully described in Article II.
- 1.9. **Common Expense Liability.** "Common Expense Liability" means the liability for Common Expenses allocated to each Lot pursuant to Article V, Section 5.3 of this Declaration.

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1.10. Common Expenses. "Common Expenses" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves, as more fully defined in Article V.

1.11. Conservation Easement. "Conservation Easement" means the Grant of Conservation Easement in favor of Ohio Stream Preservation, Inc. recorded with the Summit County Fiscal Office, Recorder Division, Instrument No. 55328037, as more fully described in Section 2.2.5 and attached hereto as Exhibit C and incorporated herein.

1.12. Declarant. "Declarant" means Stonewater One, LLC, its successors and assigns.

1.13. Declarant Control Period. "Declarant Control Period" means the period of time that the Declarant may exercise the Special Declarant Rights as more fully set forth in Article X, including but not limited to the appoint, removal and re-organization the members of the Board of Directors and the officers of the Association.

1.14. Declaration. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for The Nature's Preserve of Twinsburg Homeowners Association, Inc., including any supplements and amendments thereto.

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

1.16. Fiscal Year. "Fiscal Year" means January 1st through December 31st, or as subsequently determined by the Board of Directors.

1.17. Lot. "Lot" means the physical portion of the Property designated for separate ownership or occupancy as shown on the Record Plat.

1.18. Maintenance Agreement. "Maintenance Agreement" means the Inspection and Perpetual Maintenance Agreement, Storm Water Best Management Practices for Natures Preserve Subdivision Phase I, as more fully described in Section 3.9 and attached hereto as Exhibit D and incorporated herein.

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

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

1.21. OSP "OSP" means Ohio Stream Preservation, Inc., a non-profit corporation having stewardship obligations with regard to the Protected Property, or any successor organization. OSP is responsible for monitoring the Protected Property as defined in the Conservation Easement, and whose contact information at the time of this filing is P.O. Box 23835, Chagrin Falls, Ohio 44023, whose corporate phone number is (440) 439-2920, and whose email address is info@ohiostream.org.

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

1.23. Property. "Property" means the real estate described in Exhibit A attached hereto, excluding Block "E" and Block "H" as shown on the Record Plat, and any other property that may be made subject to the terms of this Declaration, together with any improvements made thereon.

1.24. Protected Property. "Protected Property" means the property described in the legal description attached to the Conservation Easement as Exhibit B.

1.25. Record Plat. "Record Plat" means the record plat for the Nature's Preserve Subdivision recorded with the Summit County Fiscal Office as Instrument No. 55849170 attached hereto as Exhibit A and incorporated herein and any subsequent plats or replats made subject to this Declaration.

1.26. Riparian Setback. "Riparian Setback" means the 30-foot wetland setback as shown on the Record Plat and as required by the Twinsburg Township riparian setback regulations as more fully described in Section 3.11.

1.27. Stewardship Assessment. "Stewardship Assessment" means the point of sale environmental assessment, as further defined and detailed in Section 5.5, for the cost of stewardship of the Protected Property, borne by the purchaser of a Dwelling Unit and Lot, other than a Builder or Declarant, including, but not limited to, conditions, obligations or restrictions of this Declaration, the costs of any action to obtain injunctive relief against such noncompliance, any other charges or assessments permitted by this Declaration against the Owner, interest upon each assessment from the date the assessment or charge first comes due to the date paid in full, and the reasonable costs of collecting any unpaid assessments and charges, including court costs and reasonable attorneys' fees.

1.28. Successor Declarant. "Successor Declarant" shall mean any person and/or entity that succeeds to the Development Rights and Special Declarant Rights pursuant to Article IX and X of this Declaration.

1.25 Summit County. "Summit County" means the charter county government for Summit County, Ohio.

1.26 Twinsburg Township. "Twinsburg Township" means the township government for Twinsburg Township, Ohio.

**ARTICLE II
COMMON ELEMENTS AND EASEMENTS**

2.1 Common Elements. The Common Elements shall include (a) Blocks A through D, F, and G as shown on the Record Plat, including but not limited to easements in favor of the Association, and all buildings, structures, and improvements on, over, under, across, and through said Blocks A through D, F, and G, landscaping mound and tree buffers, detention and retention basins, bio-retention basins, entrance monuments, trails, paths, and monuments in the median at the entrance to the community, landscaping mound and tree buffers, detention and retention basins, bio-retention basins, entrance monuments, and monuments in the median at the entrance to the community, and (b) any property, real and/or personal, the Association holds in fee or has use of pursuant to a lease or easement. The Common Elements shall not include the Lots and publicly dedicated roads and right of ways.

2.2 Easements. The Lots and Common Elements shall be subject to certain easements as shown on the Record Plat and described in this Declaration. These easements shall be appurtenant to and pass with the title to the Lots and Common Elements.

2.2.1 Enjoyment and Access. All Owners, Occupants, their guests, invitees, tenants and/or lessees shall have the right to enter upon and enjoy A through D, F, and G as shown on the Record Plat for their intended purposes in accordance with and subject to the limitations contained in this Declaration, the Maintenance Agreement, and the Conservation Easement. Such easement shall be limited to the purposes for which the easements are created.

2.2.2 Twinsburg Township and Summit County. A permanent non-exclusive easement is granted to the Township of Twinsburg and the County of Summit including, but not limited to, all police, fire and other emergency personnel, ambulance operators, delivery, garbage and trash removal personnel, and to all similar persons, and to all similar governmental or quasi-governmental persons or agencies, and to the local, state and national governmental or quasi-governmental agencies and their employees, but not to the public in general, to enter upon the Common Elements in the performance of their duties. The Association hereby releases and shall indemnify Twinsburg Township and Summit County and their respective employees, officers and assigns from all damages, accidents, casualties, occurrences, or claims that might arise or be asserted related to the Common Elements in accordance with the terms set forth herein, except for such damages, accidents, casualties, occurrences or claims that arise out of the negligence or willful misconduct of Twinsburg Township, Summit County, and/or their employees, officers and assigns.

2.2.3 Record Plat Easements. The Lots and Common Elements shall be subject to all of the easements shown on the Record Plat including, but not limited to, the 12 foot wide easement in favor of the appropriate utility and service companies and government agencies or

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authorities for such utility and service lines and equipment as more fully described on the Record Plat.

2.2.4 Lot and Common Element Maintenance Easement. There is hereby reserved for the benefit of the Association, Twinsburg Township, Summit County, and their respective agents, employees, successors, and assigns, but not to the public in general, a permanent non-exclusive right and easement to enter upon any and all Lots and Common Elements for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash and debris in order to maintain reasonable standards of health, fire safety and appearance within the Property, provided that such easements shall not impose any duty or obligation upon Declarant, Twinsburg Township, Summit County, or the Association to perform any such actions.

2.2.5 Conservation Easement. Certain portions of the Common Elements contain Protected Property that are subject to a conservation easement in favor of OSP as more fully described in the Conservation Easement. The Conservation Easement is attached hereto as Exhibit C and incorporated herein. The Association and Owners shall be bound by the terms of the Conservation Easement, including obligations to provide compensation to the Ohio Stream Preservation, Inc. for services performed under the Conservation Easement, and the Association shall maintain the Protected Property in accordance with the terms of the Conservation Easement. The Declarant, all Owners, the Association, and all of their respective heirs, successors, legal and estate representatives and assigns shall comply with all of the terms and conditions and shall not violate any term or condition of the Conservation Easement not in limitation of any provision of this Declaration.

In the event the Declarant, the Association or any Owner, as the case may be, fails or neglects, for any reason, to abide by or to enforce the terms and conditions of the Conservation Easement, then OSP, upon seven (7) days written notice, shall have the right, but not the obligation, to take whatever action is necessary to abate a violation of any term or condition of the Conservation Easement, or to enforce same or to take whatever steps are necessary to preserve and protect the lands encompassing any Conservation Easement in accordance with the intent and purpose of such easement. In the event that OSP is required to undertake action to abate a violation of any term or condition of the Conservation Easement, or to enforce same or to take whatever steps are necessary to preserve and protect the lands encompassing any Conservation Easement in accordance with the intent and purpose of such easement, any and all costs related to such action, including but not limited to reasonable attorney fees, shall be promptly paid by the Declarant, the Association, and/or the Owners, as the case may be, upon remittance of a bill to said Declarant, the Association, and/or the Owners, as the case may be, by OSP. In the event the Declarant, the Association, and/or the Owners, as the case may be, fails to pay the bill within fourteen (14) days of submission by the OSP, then this amount shall become, upon certification by OSP, a lien placed upon (1) in the case of a violation by an Owner, on the violating Owner's Lot, (2) in the case of a violation by the Declarant, on each Lot owned by the Declarant on a proportional basis for the proportionate share of the entire amount advanced by OSP, or (3) in the case of a violation by the Association, on the Association Common Elements. There is placed upon the Declarant, the Association, and/or the Owners, whichever holds title to the land encumbered by the Conservation Easement, as the case may be, a mandatory duty to take whatever action is necessary to abate a violation of any term or condition of the Conservation Easement, or to enforce same or to take whatever steps are necessary to preserve and protect the lands encompassing any Conservation Easement in accordance with the intent and purpose of such easement.

Notwithstanding anything contained in these Covenants to the contrary, the Declarant and/or Association shall have no authority to waive or modify any of the restrictions contained in this Article unless such waiver or modification is agreed to, in writing, by OSP. Notwithstanding anything contained in these Covenants or any Supplemental Covenants to the contrary, the provisions contained in this Article shall remain in full force and effect in perpetuity or until terminated in accordance with Article XI.

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

2.4.1 Rights and restrictions set forth in this Declaration.



2.4.2 Any rules and regulations adopted by the Association and the right to enforce such rules and regulations consistent with this Declaration.

2.4.3 The right of the Association to levy Assessments for the Common Expenses and other Assessments as set forth herein.

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

2.4.5 All rights granted to the Association in this Declaration.

2.4.6 The rights, obligations, and restrictions as set forth in the Conservation Easement.

2.4.7 The rights, obligations, and restrictions set forth in the Maintenance Agreement.

2.4.8 All rights, obligations, and restrictions recorded previous to the recording date of this Declaration with the Summit County Ohio, Fiscal Office, Recorder Division, affecting the Property, Lots, and Common Elements.

**ARTICLE III
SURFACE WATER MANAGEMENT**

3.1 **Drainage Easement.** The Declarant and Association shall have a permanent non-exclusive right and easement in common on, over, across, under, and through the Property for (a) surface and storm water drainage, erosion and sediment control, (b) to utilize the watercourses, ditches, waterways, lakes, courses, swales, retention basins, detention basins, spillway flow paths, courses, storm sewers, concrete gutters, mechanical devices, and drainage pipes located for the purpose of surface and storm water drainage, and erosion and sediment control and the right to the install, operate, repair, place, augment, survey, lay, construct, operate, maintain, expand, replace, relocate, add, enlarge, service, and remove storm sewers, concrete gutters, mechanical devices, drainage pipes, lines, piping, conduits, valves, regulators, sewers, gutters, mechanical devices, and related appurtenances and other facilities necessary or incidental to surface and storm water drainage, erosion, and sediment control ("Surface Water Management System"), and (c) the right to do any and all things necessary, proper, and/or related to surface and storm water drainage, erosion and sediment control ((a), (b), and (c) shall collectively be referred to as the "Drainage Easement"). The Drainage Easement shall not run to the public at large. The Association shall maintain and administer the Surface Water Management System pursuant to this Declaration, the Maintenance Agreement, and in accordance with the guidelines as may be promulgated from time to time by the State of Ohio, Summit County, and Twinsburg Township. The Association shall have primary responsibility for the maintenance of the Surface Water Management System.

3.2 **Use and Enjoyment.** Each Owner shall have the right to use and enjoy their Lot so long as each Owner's use does not materially interfere with the Drainage Easement and Surface Water Management System granted to the Association herein. No Owner shall make permanent or temporary improvements on, over, across, under, and through a Lot that will interfere with the Drainage Easement and/or Surface Water Management System. Should an Owner make permanent or temporary improvements on, over, across, under, and through any portion of the Owner's Lot then the Owner shall assume the risk of such improvements being damaged, removed, and/or destroyed by the Association's subsequent entries made for the purposes granted in Section 3.1, and the Association shall not be liable for any damages or destruction of such improvements during the exercise of the Association's rights granted herein.

3.3 **Access to Lots.** In addition to the easements granted elsewhere in this Declaration to the Association, for the purpose of exercising the rights contained in Section 3.1, the Association, through its duly authorized agents, employees, and/or contractors, shall have the right, after reasonable notice to the Owner, to enter upon a Lot at reasonable hours on any day. In case of emergency, no notice shall be required to enter upon a Lot.

3.4 **Individual Maintenance.** Notwithstanding anything contained herein, each Owner shall maintain that portion of the Surface Water Management System that is located within and serves that Owner's Lot. Maintenance of the Surface Water Management System shall be in accordance with the guidelines and standards set forth by Twinsburg Township and Summit County. If any portion of the

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Surface Water Management System which serves only one Lot is damaged, the Owner of that Lot shall promptly cause it to be repaired.

3.5 Maintenance and Repair. Except for the portion of the Surface Water Management System that is located within and serves only an Owner's Lot as described in Section 3.4, the Association shall provide for all maintenance and repair of the Surface Water Management System.

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

3.7 Reservation of Easement Rights. The Declarant reserves the right to allow any Additional Land submitted by Declarant or land owned by Declarant that is contiguous to the Property to utilize the Drainage Easement and the Surface Water Management System.

3.8 Release of Twinsburg Township and Summit County. The Association hereby releases Twinsburg Township and Summit County and their respective employees, officers and assigns from all damages, accidents, casualties, occurrences, or claims that might arise or be asserted from the construction, presence, existence, or maintenance of the Surface Water Management System in accordance with the terms set forth herein, except for such damages, accidents, casualties, occurrences or claims that arise out of the negligence or willful misconduct of Twinsburg Township, Summit County, and/or their employees, officers and assigns.

3.9 Inspection and Perpetual Maintenance Agreement. The Association has entered into, ratified, approved, and is bound by the Inspection and Perpetual Maintenance Agreement, Storm Water Best Management Practices for Nature Preserve Subdivision Phase 1, attached hereto as **Exhibit D** and incorporated herein ("Maintenance Agreement"). The Association shall be bound by the terms of the Maintenance Agreement, including but not limited to the inspection, reporting, maintenance, payment, and repair obligations contained therein. If any terms or conditions of this Declaration conflict with the terms or conditions of the Maintenance Agreement, the Maintenance Agreement shall control.

3.10 Summit County Drainage Maintenance Fee. Each Owner, by taking title to a Lot, accepts, understands, covenants, and agrees that Summit County can assess a drainage maintenance fee against each Lot Owner pursuant to Ohio Revised Code 6137.01 et seq.

3.11 Riparian Setbacks. Various Lots, including but not limited to Lots 5, 6, 17, 18 and 28 are subject to 30 foot wetland setbacks as shown on the Record Plat and as required by the Twinsburg Township's Riparian Setback Regulations contained in Chapter 22 of the Twinsburg Township Zoning Resolution ("Riparian Setback"). Chapter 22, Section 22.4 of the Twinsburg Township Zoning Resolution details the uses permitted in the Riparian Setback, and Chapter 22, Section 22.5 of the Twinsburg Township Zoning Resolution details the uses prohibited in the Riparian Setback. Each Owner is responsible for understanding, complying with, and keeping abreast of any changes to Chapter 22 of the Twinsburg Township Zoning Resolution. For convenience and reference, and not in lieu or substitution of each Owner's duty to inspect the Record Plat and review Chapter 22 of the Twinsburg Township Zoning Resolution, the following uses are prohibited in the Riparian Setback unless otherwise permitted in Chapter 22 of the Twinsburg Township Zoning Resolution:

3.11.1 There shall be no structures of any kind.

3.11.2 There shall be no drilling for petroleum or mineral products, mining activity, filling or dredging of soil, spoils, or any material-natural or man-made.

3.11.3 There shall be no roads or driveways.

3.11.4 There shall be no use of motorized vehicles.

3.11.5 Modification of the natural vegetation shall be limited to conservation maintenance that the landowner deems necessary to control noxious weeds and for such plantings as are consistent with Chapter 22 of the Twinsburg Township Zoning Resolution.

3.11.6 There shall be no parking lots or other human made impervious cover.

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3.11.7 New surface and/or subsurface sewage disposal or treatment areas.

**ARTICLE VI
OWNERS ASSOCIATION**

4.1 **Formation.** The Declarant has caused or will cause to be chartered in accordance with Chapter 1702 of the Ohio Revised Code, a nonprofit corporation named The Nature's Preserve of Twinsburg Homeowners Association, Inc. The purpose of the Association is to provide for the administrative governance, maintenance and upkeep of the Property and to promote the health, safety, and welfare of the Owners and Occupants.

4.2 **Membership.** The membership of the Association shall at all times consist exclusively of Owners of the Lots. All such Owners shall be Members of the Association. Membership shall be appurtenant to and may not be separated from such ownership, and transfer of a Lot shall automatically transfer membership to the transferee. Each Lot shall have one vote in the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation.

4.3 **Powers of the Association.** The Association shall only have the powers vested in it by its Articles of Incorporation, the Declaration, and the Code of Regulations, including but not limited to the power to establish, levy, and collect Assessments levied against the Lots. Subject to Special Declarant Rights hereinafter set forth, the Association may:

4.3.1 adopt and amend a Code of Regulations for the government of the Association, the conduct of its affairs and the management of the Property;

4.3.2 adopt and amend rules and regulations for the use and occupation of the Common Elements and to enforce violations of the rules and regulation and the provisions and restrictions of the Declaration as against the Owners and Occupants;

4.3.3 adopt and amend architectural standards and design guidelines for the Property;

4.3.4 adopt and amend budgets for revenues, expenditures and reserves and levy and collect Assessments from Owners;

4.3.5 adopt and amend rules that regulate the collection of delinquent Assessments and the application of payments of delinquent Assessments;

4.3.6 hire and discharge managing agents, attorneys, accountants and other employees, agents and independent contractors that the Board determines are necessary or desirable in the management of the Property and the Association;

4.3.7 commence, defend, intervene in, settle, or compromise any litigation or administrative proceedings that is in the name of, or threatened against, the Association, the Board, or the Property, or involves two or more Owners and relates to matters affecting the Association or Property;

4.3.8 make contracts and incur liabilities;

4.3.9 suspend the voting privileges and use of Common Elements of an Owner who is delinquent in the payment of Assessments for more than thirty (30) days;

4.3.10 purchase fidelity bonds and insurance the Board determines appropriate and necessary;

4.3.11 invest excess funds in investments that meet standards for fiduciary investments under the laws of the state of Ohio;

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



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4.3.13 cause additional improvements to be made as part of the Common Elements except that this power shall be limited to improvements consistent with the purposes of the Association;

4.3.14 acquire, hold, encumber, and convey in its own name any right, title or interest to real and/or personal property;

4.3.15 grant easements, liens, licenses and concessions through or over the Common Elements;

4.3.16 levy and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to the Owners;

4.3.17 levy charges and assessments for interest and charges for the late payment of Assessments, returned check charges, enforcement of violations of the Declaration, the Code of Regulations, and all other rules of the Association, and charges for damage to the Common Elements or other property;

4.3.18 impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements and for services provided to Owners;

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

4.3.20 impose reasonable charges for preparing, recording, or copying the Declaration, Code of Regulations, Design Guidelines, amendments to the same, resale certificates, or statements of unpaid Assessments;

4.3.21 provide for indemnification of its officers and Directors and maintain directors' and officers' liability insurance;

4.3.22 assign its right to future income, including the right to receive Common Expense Assessments;

4.3.23 exercise any other powers conferred by the Declaration, Code of Regulations or Articles of Incorporation;

4.3.24 exercise all other powers that may be exercised in Ohio by nonprofit corporations and planned community associations;

4.3.25 exercise any other powers necessary and proper for the governance and operation of the Association.

4.4 **Voting Rights.** Subject to the Special Declarant Rights as set forth in this Declaration, Members shall be entitled to vote on matters properly before them in accordance with the Declaration and Code of Regulations. However, the voting rights of an Owner who is delinquent in the payment of Assessments for more than thirty (30) days shall automatically be suspended until such time as the Owner is no longer delinquent in the payment of Assessments.

4.5 **Number of Votes.** Each Lot shall have one vote. If only one of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts the vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to any Lots owned by the Association may be cast.

4.6 **Proxies.** A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering the Lot, its presentation to the Board of a copy of the

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mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot. Unless expressly reserved and the Association is notified of such reservation, a land contract vendee as defined in Chapter 5313 of the Revised Code, shall be deemed the proxy of a land contract vendor for purposes of this section.

4.7 Annual Meeting. During the Declarant Control Period, no annual meeting will be held unless expressly authorized by the Declarant. Except during the Declarant Control Period, a meeting of the Members of the Association must be held at least once each year.

4.8 Management Agent. The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, certain powers granted to the Board by this Declaration. The Declarant, or an affiliate of the Declarant, may be employed as a managing agent or manager. No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without termination fee on 90 days or less written notice.

**ARTICLE V
ASSESSMENTS**

5.1 Establishment of Assessments. There are hereby established for the benefit of the Association, its successors and assigns, as a charge on each Lot, Assessments including but not limited to Working Capital Fund Assessments, Annual General Assessments, Special Assessments, and Individual Assessments. There is also hereby established for the benefit of the Association and the Property a Stewardship Assessment that shall be paid directly to OSP as more fully set forth in Section 5.5. Each Owner, except Declarant and Builders, by acceptance of a deed covenants and agrees to pay such Assessments.

5.2 Purpose of the Assessments. The Assessments are established for the benefit and use of the Association and shall be used in covering the Common Expenses and for other such expenses, liabilities, costs, and purposes incurred by the Association.

5.3 Allocation of Assessments. The Common Expense Liability shall be allocated equally to each Lot.

5.4 Working Capital Fund Assessment - \$250.00 per Lot. At the time of the conveyance of a Lot to an Owner other than a Builder or Declarant, the purchaser of such Lot shall be assessed an initial capital contribution to the working capital fund ("Working Capital Fund Assessment") of the Association. The Working Capital Fund Assessment is not an advance payment of the Annual General Assessment. Builders and Declarant shall not be subject to such Working Capital Fund Assessment. The initial Working Capital Fund Assessment shall be two hundred fifty dollars (\$250.00) per Lot.

5.5 Stewardship Assessment - 0.15% of sales price on each transfer. Beginning upon the transfer of title of a Lot and Dwelling Unit from a Builder to an Owner, and every subsequent transfer thereafter, a Point-of-Sale Stewardship Assessment ("POSSA") shall be paid to OSP based on a percentage of the sales price ("Sales Price"), as defined below, of the transferred Dwelling Unit and Lot. The POSSA, an environmental fee, is necessary to maintain, in perpetuity, stewardship of the Protected Property. Declarant, all Owners and their respective successors, heirs, legal and estate representatives shall cause this obligation to be included in the applicable deeds and related documentation and in instructions to escrow and closing agents. The Sales Price shall be the full consideration paid for the Dwelling Unit or Lot and all improvements thereon and all fixtures permanently attached. The initial Owner purchasing the Lot and Dwelling Unit from a Builder shall pay to OSP a POSSA equal to Three-Twentieths of One Percent (0.15%) of the sale price for the Dwelling Unit or Lot conveyed by the Owner. Each subsequent purchaser of the Dwelling Unit or Lot, whether or not the Owner resides or intends to reside at the Dwelling Unit or Lot, shall pay OSP a POSSA in the amount of Three-Twentieths of One Percent (0.15%) of the Sales Price of the Dwelling Unit or Lot and all improvements thereon. The POSSA shall become due and payable at each conveyance of fee title to any Dwelling Unit or Lot within the Property, collected by the representative closing agent or title company at the time of closing or paid directly to OSP. The purchaser shall be responsible for the payment of the POSSA unless both the grantor and grantee of any Dwelling Unit and Lot agree to a different allocation of the POSSA between themselves. In the event the POSSA is

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not paid within thirty (30) days after conveyance of title, OSP shall have the right to file a collection action against the Owner as well as a lien, consistent with Section 5.13, against the Dwelling Unit and Lot to secure the continuing obligation of Owner and Owner's heirs, successors and assigns in title to pay the POSSA, together with (a) interest on the unpaid amount of the Assessment at an annual rate equal to ten percent (10%) per annum and (b) OSP's costs of collection, including reasonable attorney fees and costs. Such lien may be enforced and/or foreclosed in accordance with the laws of the State of Ohio.

5.6 Annual General Assessment - \$350 per Lot. There is hereby established an Annual General Assessment for the purpose of covering the Common Expenses of the Association. The Annual General Assessment shall be three hundred fifty dollars (\$350.00) per Lot. The Common Expenses shall include all expenditures made by, or financial liabilities of, the Association including but not limited to: (1) operation, maintenance, repair and replacement of Common Elements; (2) the cost of any insurance required by this Declaration; (3) reasonable reserves for contingencies and replacement and repair of major capital items; (4) professional and contractor fees, including but not limited to administrative, accounting, legal and management fees; and (5) all other costs, expenses, and liabilities incurred by the Association in the exercise of its powers and duties pursuant to this Declaration. Builder and Declarant shall not be subject to the Annual General Assessment.

5.7 Computation and Payment of Annual General Assessment. The Annual General Assessment shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Code of Regulations. The Annual General Assessment for each Lot shall be levied and shall commence on the first day of the month following the conveyance of the Lot to an Owner other than a Builder or Declarant. The initial Annual General Assessment shall be prorated on a monthly basis to the end of the Fiscal Year, and shall be collected at closing of the conveyance of the Lot from the Builder. So long as there has been no default in payment of the Assessment, it shall be payable in annual installments, or at such other time periods as the Board decides. The Board shall have the power from time to time to adopt such billing, collection and payment procedures, charges, and other payment time schedules as it deems appropriate.

5.8 Annual General Assessment Increase or Decrease. The Board, without a vote of the Owners, may increase or decrease the Annual General Assessment. If the Board increases the Annual General Assessment, then, within thirty (30) days of notice of such increase, twenty-five percent (25%) of the Members in good standing, may petition the Board for a special meeting of the Association to reconsider such increase. At such meeting sixty-six and two thirds percent (66 2/3%) of the Members in good standing may vote to reduce the increase by any amount therein proposed, but not lower than the previous year's maximum amount. In no event shall the Annual General Assessment be lowered to an amount less than the minimum necessary to meet the Association's obligations contained in this Declaration.

5.9 Special Assessment. The Board has the right to establish a Special Assessment for the operation of the Association, including but not limited to the maintenance and repair of the Common Elements, to make up budgetary shortfalls, and to increase reserves held by the Association ("Special Assessment"). Builder and Declarant shall not be subject to such Special Assessments.

5.10 Individual Assessment. Subject to the notice and hearing provisions of Section 5.10, the Association shall have the right to assess a Lot and its Owners, except the Declarant and/or Builder and those Lots owned by Declarant and/or Builder, for any of the following ("Individual Assessment"), however attorney fees, witness and expert witness fees and costs, court costs, discovery costs, litigation expenses, recording fees, and other expenses, costs, and charges incurred in the enforcement and collection of past due Assessments shall not be considered an Individual Assessment and shall be exempt from Section 5.10.

5.10.1 any costs and expenses, including but not limited to attorneys' fees, witness and expert witness fees and costs, court costs, for the Association's performance of any maintenance or repair to a Lot or the Common Elements in accordance with Article II, II, and or IV or the Association's performance of maintenance or repair caused through the willful or negligent act of an Owner or its occupants, family, tenants, guests or invitees.

5.10.2 any costs, including but not limited to attorneys' fees, witness and expert witness fees and costs, court costs, discovery costs, and other expenses incurred, charges, or fines, the associated with the Association's enforcement of this Declaration, the Code of Regulations, or any other rules and regulations of the Association.



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5.11 Procedures for Imposing an Individual Assessment for Damages or Enforcement.

5.11.1 Notice. Prior to imposing an Individual Assessment pursuant to Section 5.9, the Board shall give the Owner written notice containing:

5.11.1.1 A description of the property damaged or the violation;

5.11.1.2 The amount of the proposed Individual Assessment;

5.11.1.3 A statement that the Owner has a right to a hearing before the Board to contest the proposed Individual Assessment;

5.11.1.4 A statement setting forth the procedures to request a hearing pursuant to Section 5.10.2; and

5.11.1.5 A reasonable date by which the Owner must cure the violation to avoid the proposed Individual Assessment, if such an opportunity to cure is applicable.

5.11.2 Hearing. To request a hearing, an Owner shall deliver a written notice of such request no later than the seventh day after receiving the notice provided in Section 5.10.1. If the Owner fails to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the Individual Assessment referenced in the notice provided above. If an Owner requests a hearing, the Board shall not levy the Individual Assessment before holding a hearing, and will, at least seven days prior to the hearing provide the Owner with a written notice of the date, time and location of the hearing. Within 30 days following a hearing at which the Board imposes an Individual Assessment, the Board shall deliver a written notice of the Individual Assessment to the Owner.

5.11.3 Manner of Notice. Any notice required under this Section shall be in writing and served as follows:

5.11.3.1 If upon the Owner: by personal delivery, certified mail return receipt requested, or other method which includes a written evidence of receipt to the Owner or Occupants at the Lot or Dwelling Unit at the address of the Lot, provided that if the Owner has provided the Association with an alternate address, to the Owner at such alternative address;

5.11.3.2 If upon the Association: by personal delivery, certified mail return receipt requested, or other method which includes a written evidence of receipt to the President of the Association or to any on-site representative of any professional management company hired by the Association.

5.12 Credit of Assessment Amounts Received. The Association shall credit any amount it receives from an Owner for an Assessment in the following order:

5.12.1 To interest owed to the Associations;

5.12.2 To administrative late fees or Assessments owed to the Association;

5.12.3 To collection costs, attorney's fees, and other costs and expenses incurred in the collection of the Assessment;

5.12.4 To the oldest principal amounts the Owner owes to the Association.

5.13 Lien for Assessments. The Association shall have a lien upon the estate or interest in a Lot for the payment of any Assessment or charge levied against a Lot, as well as any related interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, and costs that are chargeable against the Lot and remain unpaid ten (10) days after any portion has become due and payable.

5.13.1 Creation. The lien is for any Assessment created by this Declaration and shall be a charge and a continuing lien on each Lot that shall run with the land. All persons or entities



acquiring an interest in a Lot after the filing of this Declaration take such interest subject to the lien.

5.13.2 Effective Dates. The lien is effective on the date a certificate of lien is filed for record in the Summit Fiscal Office. The certificate shall contain a description of the Lot, the name of the Owner, and the amount of the unpaid Assessment. The certificate of lien shall be subscribed by an officer of the Association or other designated representative of the Association.

5.13.3 Continuing Lien. The lien is a continuing lien upon the Lot against which each Assessment or charge is made, subject to automatic subsequent adjustments reflecting any additional unpaid interest, administrative late fees, Assessments, collection costs, attorney's fees, and court costs. Said automatic adjustments are not Individual Assessments and shall automatically be incurred by the Owner.

5.13.4 Priority of the Lien. The lien created by this Article shall be prior to all liens and encumbrances recorded subsequent to this Declaration except the lien for real estate taxes and assessments and the lien of any bona fide first mortgage filed of record.

5.13.5 Subordination and Mortgages Protection. Notwithstanding any of the provisions hereof to the contrary, the lien of any Assessment levied pursuant to this Declaration (and any late charges, interest, costs and attorney fees) shall be subordinate to, and shall in no way affect the rights of the holder of a first mortgage made in good faith for value received; provided, however, that such subordination shall apply only to Assessments, or installments thereof, which have become due and payable prior to the date of Sheriff's sale of such Lot pursuant to a foreclosure or the date of a deed in lieu of foreclosure. Such sale or transfer shall not relieve the mortgagee or the purchaser of a Lot at such sale from liability for any Assessments thereafter becoming due, or from the lien of any such subsequent Assessment. Mortgagees are not required to collect Assessments on behalf of the Association. Failure to pay Assessments shall not constitute a default under any mortgage insured by FHA/VA. Any portion of any Assessment that is not collected as a result of this Article shall be deemed to be a Common Expense collectible from all Owners, including the person or entity acquiring the Lot pursuant to sheriff's sale or deed in lieu of foreclosure.

5.13.6 Extinguishment of the Lien. The lien is valid for a period of five (5) years from the date of filing, unless it is sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property unless it is discharged by the final judgment or order of court in any action brought to discharge the lien.

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

5.14 Delinquency and Acceleration. Any Assessment or installment of an Assessment provided for by this Declaration shall become delinquent if not paid on the due date as established by this Declaration or by the Board. With respect to each Assessment or installment of an Assessment not paid within seven (7) days of its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, costs of collection, reasonable attorney fees, court costs, discovery costs, filing fees, and interest at the rate of ten percent (10%) of the late payment. Interest shall be calculated from the date of delinquency to the date full payment is received by the Association. If any Assessment installment of an Assessment is not paid within thirty (30) days of its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment due without further notice or demand to the Owner. The Association may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law or this Declaration. The filing of any petition for relief pursuant to the United States Bankruptcy Code by an Owner whose Assessment has been accelerated shall operate as a restoration of the Assessment to its prior status as if it has not been accelerated.



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

5.16 Personal Obligation. The Assessments, including but not limited to charges and fines, if any, payable by each Owner, together with any penalty, interest, expenses, costs, court costs, discovery costs, litigation expenses, and reasonable attorney fees shall be the personal obligation of the Owner of the Lot at the time incurred. The personal obligation shall not pass to any successors in title unless expressly assumed by them. If a Lot is owned by more than one owner then each owner shall be jointly and severally liable to the Association for the Assessments owed.

5.17 Statement of Unpaid Assessments. The Association shall upon written request of the Owner, contract purchaser, or first mortgagee, furnish a statement setting forth the amount of unpaid Assessments against the Lot. This statement must be furnished within thirty (30) business days after receipt of the request and is binding on the Association. The Association may charge a reasonable amount for this statement.

5.18 No Waiver of Liability for Common Expenses. Except for Declarant and Builder, no Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the Assessments are made.

**ARTICLE VI
UPKEEP OF THE PROPERTY**

6.1 Lots. Each and every Owner shall be solely responsible for the maintenance of its Lot except as hereinafter provided. Each and every Owner shall keep and maintain its Lot, Dwelling Unit, and all improvements, buildings and structures therein or thereon, in a clean and safe condition and in good order and repair all in a manner and with such frequency as is consistent with good property management and in accordance with the standard generally prevailing throughout the Property as determined by the Board in its sole discretion. The Owner's Lot maintenance responsibility includes, but is not limited to, the seeding, watering and mowing of all lawns, keeping lawns mowed and free of debris and clutter, the weeding of plant and flower beds, the pruning of trees, shrubbery and grass; the painting, or other appropriate external care, of all buildings, structures and other improvements located thereon, and the absence of conditions constituting violations of applicable building, fire and health codes and the Declaration. A schedule of Lot maintenance responsibilities, Common Element maintenance responsibilities, and Common Element maintenance map is attached hereto as Exhibit E and incorporated herein.

6.2 Common Elements. The Association shall maintain the Common Elements. A schedule of Lot maintenance responsibilities, Common Element maintenance responsibilities, and Common Element maintenance map is attached hereto as Exhibit E and incorporated herein.

6.3 Association's Right to Maintain. In addition to the rights granted in Section 2.2.4, in the event that an Owner shall fail to provide maintenance as required by this Declaration in a manner satisfactory to the Association, and such Owner has failed to comply for fourteen (14) days after being so notified of such failure and upon being provided an opportunity to be heard concerning such failure, then the Association, and its respective agents, employees, successors, and assigns, shall have the right to enter upon said Lot to repair, maintain and restore the Lot, including but not limited to for the purpose of mowing, removing, clearing, cutting or pruning grass, underbrush, weeds, stumps, or other unsightly growth, removing trash and debris, or taking any other action necessary to repair, restore, and/or maintain the Lot. In the event that such failure poses a health, safety or security risk, then no notice or hearing need be given. The cost of such maintenance and repair shall be assessed against the subject Lot in accordance with Section 5.10. There is hereby reserved for the benefit of the Association, and its respective agents, employees, successors, and assigns, an alienable, transferable and perpetual right and easement to enter upon any and all of the Lots for the purpose of mowing, removing, clearing, cutting or pruning grass, underbrush, weeds, stumps, or other unsightly growth and removing trash and debris in order to maintain the standard generally prevailing throughout the Property as required by the Declaration, provided that such easements shall not impose any duty or obligation upon the Association to perform any such actions. Nothing in this section shall be construed as (a) imposing any duty on the Association to perform repair, maintain, and restore a Lot, and/or (b) giving the Association any right to repair, maintain, or restore any Dwelling Unit.

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6.4 Enforcement by Twinsburg Township and Summit County. The Association shall have primary responsibility to maintain, preserve and administer the Common Elements in compliance with the Record Plat for the subdivision, the Maintenance Agreement, and subject to ordinances and regulations of Twinsburg Township and Summit County. This obligation of the Association shall continue so long as there are Common Elements within the Association that require maintenance and administration as required by the ordinances and regulations of Twinsburg Township and Summit County. In the event of a failure by the Association to maintain or make necessary improvements or to enforce the provisions of this Declaration, which failure is material and adversely affects the public interest, Twinsburg Township and/or Summit County shall have the right, but not the obligation, after proper notice, to enter on the Common Elements to make the required improvements and/or to perform those maintenance functions and/or to enforce the provisions of the Declaration. In addition, Twinsburg Township and/or Summit County shall have the right to proceed against the Association and the Owners for reimbursement of its costs expended pursuant to this section. In this event, the Association shall be required to collect Special Assessments from the Owners to reimburse Twinsburg Township and/or Summit County for such costs. If the Association fails to collect and remit such Assessments to Twinsburg Township and/or Summit County then Twinsburg Township and/or Summit County shall have the right to proceed on behalf of the Association and the rights accorded to the Association in Article V, including the right to levy Individual Assessments and to file liens against the Lots.

6.5 Common Elements. The Association shall directly pay or reimburse Declarant for any real estate taxes and assessments assessed with respect to any of the Common Elements, and if Declarant at any time requests, the Association shall unconditionally and for a nominal consideration of ten dollars (\$10.00) accept a deed to hold title to the Common Elements. The Association shall pay and be responsible for all taxes and assessments levied against portions of the Property owned or leased by the Association including, but not limited to, personal property taxes, real estate taxes, drainage maintenance fees, and special assessments.

ARTICLE VII RESTRICTIONS

7.1 Use and Occupancy. The following restrictions are applicable to the use and occupancy of the Property.

7.1.1 Compliance with Laws. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner.

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

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

7.1.4 Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Declarant or Builder while actively marketing the Lots for sale; (ii) street and identification signs installed by the Association or the Declarant; (iii) temporary signs and security signs as set forth in the Design Guidelines; (iv) reasonably sized political signs installed in accordance with the time frames and size limits set forth in the Design Guidelines referred to in Section 7.2.1, and (v) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale.

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7.1.5 No Trade or Business. No trade or business of any kind may be conducted in or from any Lot or Dwelling Unit except that an Owner or Occupant of a Lot or Dwelling Unit may conduct such business activity within the Lot or Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Lot or Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve employees who do not reside in the Dwelling Unit and does not involve persons coming on to the Lot who do not reside in the Property except by appointment only; and (d) the business activity is consistent with the residential character of the Property. The terms "business" and "trade" as used in this provision shall be construed to have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full-time or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required thereof. The term "trade" or "business" for purposes of this restriction shall not include the construction, operation and maintenance of any model home or homes and sales construction offices by any Builder.

7.1.6 Trash. Except in connection with the Declarant and Builder's respective construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. Trash containers, except those used by Declarant and Builder, shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot.

7.1.7 Parking; Vehicle Repairs. Except in connection with construction activities, commercial trucks, trailers, campers, recreational vehicles, boats and other large vehicles may be parked on the Property only if in fully enclosed garages. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Property. Vehicle repairs and storage of vehicles are permitted on the Property only if in garages. Recreational vehicles and boats may be parked in the driveways for a period not to exceed seventy-two (72) hours during any thirty (30) day period for the purpose of cleaning, loading or unloading.

7.1.8 Animals. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot or upon the Common Elements except that the keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds), is permitted. Such pets are not to be kept or maintained for commercial purposes or for breeding. No external compound cages, kennels or hutches shall be permitted. Owners and occupants shall not allow pets to defecate within Common Elements, Protected Property, roads, public right of ways, and/or Lots without immediately picking up and properly disposing of such waste.

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

7.1.10 Outdoor Wood Boilers. Outdoor wood boilers for heating purposes are not permitted on the Property.

7.2 Architectural Restrictions. The following architectural restrictions shall be applicable to the Lots.

7.2.1 Nature's Preserve Planned Residential Development Agreement and Design Guidelines. The Property is to be developed and administered in accordance with Chapter 16 of the Twinsburg Township Zoning Resolutions ("Chapter 16") and the Nature's Preserve Planned Residential Development Agreement filed with the Summit County Fiscal Office, Recorder Division as Instrument No. 55734269 ("Development Agreement"). The Development Agreement is attached hereto as Exhibit F and incorporated herein. An Architectural Control Committee ("ACC") is hereby established with the authority and responsibility to apply the building architecture requirements as required by Chapter 16 and the Development Agreement. During the Declarant Control Period, the ACC shall consist of

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the Declarant or the Board members appointed by the Declarant. Upon the termination of the Declarant Control Period, the Board elected by the Owners shall also serve on the ACC during their elected terms as Board members. The ACC shall not allow or approve any construction or change to a Lot and/or Dwelling Unit that would violate the architectural requirements of Chapter 16 and the Development Agreement. The Design Guidelines applying to the Lots are attached hereto as Exhibit G ("Design Guidelines"). The Design Guidelines shall be those of the Association. The Declarant, and then the Association when the Declarant no longer owns any portion of the Property, shall have sole and full authority to modify and to amend the Design Guidelines from time to time without the consent of any Owner or mortgage holder so long as the Design Guidelines comply with Chapter 16 and the Development Agreement. The Declarant and/or the Association shall make the Design Guidelines available to Builders and Owners who seek to engage in construction upon all or any portion of the Property. The Design Guidelines are being attached hereto for reference purposes only and can be amended by the Declarant so long as Declarant owns a Lot, and thereafter the Board, without a vote of the Association and/or the Owners. There is no requirement that the Design Guidelines be recorded or re-recorded if amended or modified. Each Builder and Owner is cautioned to request the most current version of the Design Guidelines prior to undertaking any improvement. The most current version shall be on file with the Declarant or the Association. If there is a conflict between the Design Guidelines, Chapter 16 and the Development Agreement, Chapter 16 and Development Agreement shall control.

7.2.2 Plan Approval. No structure shall be placed, erected or installed upon any Lot, no construction (which term shall include within its definition staking, clearing, excavation, grading, and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place until the requirements of this section, Chapter 16, the Development Agreement, and the Design Guidelines have been fully met. Prior to any of the foregoing, the Owner or Builder shall first submit to the Declarant (which for the terms of this section shall include its designee) plans and specifications for such modification, including but not limited to a complete set of building plans for the proposed construction. The Declarant shall approve, reject or modify such plans in a writing sent to the Owner or Builder in question not more than thirty (30) days after the plans are submitted to the Declarant. The thirty (30) day period shall commence upon execution of a written notice by the Declarant acknowledging receipt of plans and specifications and all information required therewith. The Declarant shall review the plans as to the quality of workmanship and design and harmony of external structures with existing structures and as to location in relation to surrounding structures, topography and finish grade elevation. The Declarant shall not unreasonably withhold approval of any plans that conform in every way with this Declaration, Chapter 16, the Development Agreement, the Design Guidelines, and with the general character of the development on neighboring Lots within the Property. If the Declarant fails to approve, reject, or modify the plans within the thirty (30) day period, the Declarant's approval shall be deemed to have been given, and no further permission shall be needed before the improvements described in such plans may be constructed or installed. However, in no event shall any improvements by constructed or installed that violate any terms of this Declaration.

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

7.2.2.2 Association's Right of Plan Approval. After Declarant's right of plan approval has expired, the Association through the Board and the ACC shall be responsible for plan approval. The Declarant may assign its right of plan approval, or any portion thereof, to the Board before its plan approval period has expired.

7.2.2.3 No Liability. Each Owner and Builder is responsible to insure that all construction or any modifications are in compliance with the Declaration and approved plans. If the Declarant, its successor or designee, the Association or the Board have acted in good faith on the basis of such information possessed by them, neither the Declarant, the Board, individually and collectively, shall be liable to the Association or to any Owner or any third party for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and



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specifications, whether or not defective; or (b) the construction or performance of any work whether or not pursuant to approved plans, drawings, and specifications.

7.2.2.4 Township and County Approval. Any plan approval required herein is in addition to any approvals required Twinsburg Township and/or Summit County including, but not limited to, zoning approval. Documentation of ACC approval must be submitted to Twinsburg Township as part of any application for a zoning certificate to erect, construct, alter, or remodel any Dwelling Unit or building within the Property.

7.2.3 Dwelling Type. Except when as otherwise permitted herein, no building shall be erected, altered, placed or be permitted to remain on any Lot other than one single family dwelling and an attached garage for at least two cars.

7.2.4 Dwelling Floor Areas. The living area of the Dwelling Unit exclusive of porches, decks, attics, basements, areas not heated year round and garages shall be no less than the areas set forth in the Development Agreement and Design Guidelines.

7.2.5 Roof Requirements. The roof and gables of each Dwelling unit shall be in accordance with the Design Guidelines.

7.2.6 Set Back, Minimum Elevation and Yard Requirements. All Dwelling Units shall be located in accordance with the building set back lines, minimum basement elevation and yard requirements as shown on the Record Plat and as set forth in the Development Agreement and the Twinsburg Township Zoning Resolution. The Owner and Builder shall be responsible for compliance with these standards. Declarant shall not be responsible for any failure to comply with these standards.

7.2.7 Front Yards and Driveways. Yards shall be landscaped in conformity with the requirements set forth in the Design Guidelines. All driveways shall be paved with concrete, brick or paving stones. Landscaping, driveways and sidewalks must be completed within three (3) months of occupation of the Dwelling Unit, weather permitting.

7.2.8 Construction Materials. No Dwelling Units shall be constructed of concrete block, cinder block or other similar materials unless the exterior of the Dwelling Unit is covered with brick and/or vinyl siding in conformity with the requirements of the Design Guidelines. No underground Dwelling Units shall be permitted.

7.2.9 Exterior Siding. Any exterior wooden sheathing materials must have prior approval and conform to the requirements of the Design Guidelines.

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

7.2.11 Radio and Television Antennas. With the exception of one meter maximum size home satellite dishes, no exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Dwelling Unit. Nothing herein shall be construed so as to be in conflict with current Federal Communications Commission's rules and regulations for antennas or satellite dishes.

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

7.2.13 Awnings. No metal or plastic awnings for windows, doors or patios may be erected or used.

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

7.2.15 Mailboxes. Mailboxes shall be installed by each Builder and shall be of uniform style and color. If a mailbox needs to be replaced, each Owner, at his or her expense, shall install a matching mailbox/paper box in accordance with specifications as to style and color as installed by the Builder. Cluster mailboxes may be required by the local postal service.

7.2.16 Fences. Fences are permissible with prior approval and in accordance with the Design Guidelines.

7.2.17 Other Structures. No structure of a temporary character, trailer, or shack shall be permitted on any Lot. Barns, storage sheds or other outbuildings must have prior approval. Such outbuildings must comply with the Design Guidelines. Construction trailers and/or temporary storage sheds shall be permitted only during construction. Above ground and semi-exposed pools are not permitted. Any in-ground pool or spa must be screened with a privacy fence in accordance with Design Guidelines. Play equipment and basketball hoops must comply with Design Guidelines. No outdoor clothes drying apparatus shall be permitted.

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

7.2.19 Lot Maintenance. Each Owner must keep its Lot mowed and free of debris and clutter. Each Owner must fully install a lawn on its Lot within sixty (60) days after completion of the Dwelling Unit, weather conditions permitting. Each Owner and the Association, as the case may be, shall keep and maintain the property owned, leased to or controlled by or in the possession of it, and all improvements, buildings and structures therein or thereon, in a clean and safe condition and in good order and repair, including, but not limited to, the seeding, watering and mowing of all lawns, the weeding of plant or flower beds, the pruning of trees, shrubbery and grass; the painting (or other appropriate external care) of all buildings, structures and other improvements located thereon, and the absence of conditions constituting violations of applicable building, fire and health codes and the Declaration, all in a manner and with such frequency as is consistent with good property management. During construction, each Owner and Builder shall be responsible for keeping the streets and adjacent Lots and Common Elements clean and free of debris. The Declarant and the Association shall have the right to assess the Owner or Builder, as the case may be, for the cost of mowing or clean up in the event that the Owner or Builder fails to do so.

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

7.3.1 Actions. The Board may take any of the following actions.

7.3.1.1 levy a fine against the Owner or Occupant that shall also be an Individual Assessment.

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

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

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

7.3.2 Notice and Opportunity to be Heard. Prior to any action, the Board shall give the Owner and/or Occupant notice of the violation and an opportunity to be heard in the same manner as set forth in Article V. Such notice and opportunity shall not be required in emergency situations or for repeated or continuing violations.



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**ARTICLE VIII
INSURANCE, CASUALTY LOSSES, AND CONDEMNATION**

8.1 Insurance. The Board or its duly authorized agent shall have the authority to and shall obtain such insurance as it may deem necessary to protect the Common Elements, the Owners, the Association and the Board, including but not limited to property insurance on the Common Elements, liability insurance pertaining to the Common Elements, and directors and officers insurance. The resident Board, Officers and Managing Agent shall be bonded through the Association. The Association shall at all times maintain general liability insurance coverage on the open space that is shown on the Record Plat and is part of the Common Elements in an amount not less than \$1,000,000.

8.2 Repair and Restoration. If the damage or destruction for which insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

8.3 Insurance Obligations of Lot Owners.

8.3.1 Casualty Insurance. Each Lot Owner shall obtain and maintain in effect, all-risk insurance coverage and other appropriate damage and physical loss insurance, all in an amount equal to the then current full replacement value of the Dwelling Unit. Each Lot Owner shall upon request provide the Association with evidence that such coverage is in effect.

8.3.2 Liability Insurance. Each Lot Owner shall obtain and maintain in effect adequate liability insurance covering such Unit Owner's Lot and Dwelling Unit. The Association may establish minimum amounts and types of liability insurance coverage each Unit Owner must carry.

8.3.3 Obligation to Repair and Restore. Subject only to the rights of a holder of a *bona fide* first mortgage lien on a damaged Dwelling Unit, the insurance proceeds from a policy covering a Dwelling Unit shall first be applied to the repair, restoration or replacement of such Dwelling Unit. Each Lot Owner shall be responsible for the repair, restoration or replacement of such Dwelling Unit pursuant to the terms hereof. Any such repair, restoration, or replacement shall (subject to advances and changes in construction techniques and materials generally used in construction and then current generally accepted design criteria) be generally harmonious and consistent with the original construction or such other plans and specifications as are approved in accordance with Article IX of this Declaration.

8.3.3.1 If the proceeds of the insurance are insufficient to pay for the cost of repair, restoration, or replacement of a Dwelling Unit, the Lot Owner shall be responsible for the payment of any such deficiency necessary to complete the repair, restoration, or replacement.

8.3.4 Association Rights. If any Lot Owner fails to obtain the insurance required in this Section, or fails to pay the premiums therefore when and as required or fails to perform the obligation of a Lot Owner under this Section, then the Association may, but shall not be obligated to, obtain such insurance, make such payments for such Lot Owner and / or perform such obligations, and levy the cost of such payments or performance as an Individual Assessment pursuant to Article VII, Section 5.9 of this Declaration.

8.3.5 Additional Insurance. Each Lot Owner may obtain additional insurance at such Owner's expense. No such policies, however, (i) shall be primary to that of the Association for any risk that the Association is obligated to insure and (ii) no Lot Owner may exercise such right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on any part of the Property at any time.

8.4 Condemnation. Whenever all or any part of the Common Elements shall be taken (or conveyed in lieu of and under threat of condemnation by the Board, acting on its behalf or on the written direction of all Owners of Lots subject to the taking, if any) by any authority having the power of condemnation or eminent domain, the award made for such taking shall be payable to the

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Association. If the taking involves a portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, if it still owns any portion of the Property and at least seventy-five (75%) percent of the Members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements, to the extent lands are available therefore, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Elements, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE IX DEVELOPMENT RIGHTS

9.1 Submission of Additional Land. The Declarant reserves the rights to add additional property to the Property and to the terms of this Declaration without consent of the Owners so long as Declarant owns any part of the Property, or for a period of twenty (20) years beginning with the date of recording of the Declaration, whichever is later. The submission shall be accomplished by the filing of a supplement to this Declaration identifying the Additional Land, the Lots and the Common Elements. The Declarant shall promptly notify the Board of the filing of any supplement submitting additional property.

9.2 Easements Reserved. In addition to the easements already reserved to Declarant, the Declarant reserves for itself, its successors and assigns and any Builder, the following easements on, over, under, and through the Property:

9.2.1 An easement for drainage and all utilities as shown on the Record Plat, or any amendments thereto.

9.2.2 An easement for ingress, egress, stormwater control, drainage and all utilities over the Common Elements.

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

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

9.2.5 An easement in order to comply with any lawful requirements of the Conservation Easement, the Army Corps of Engineer, the Ohio Environmental Protection Agency, the County of Summit, and Twinsburg Township over the Common Elements as may be reasonably necessary for the purpose of complying with any law, rule, regulation, order or directive of any such governmental agency.

9.2.6 Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and sales of Dwelling Units shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Elements such facilities and activities as, in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction or sale of Dwelling Units, including, but not limited to, administrative/customer services, construction offices/trailers, parking signs, identification signs, model units, and sales and re-sales offices, and Declarant, its guests, licensees and invitees shall have an easement for access to all such facilities. The right to maintain and carry on such facilities and activities shall specifically include the right to use Dwelling Units owned by Declarant and/or Builders as models and sales offices. Declarant further reserves the right for itself and its successors, assigns, contractors, material suppliers and other performing work and furnishing materials to construct Dwelling Units and other improvements upon the Property to conduct business and carry on construction/site development activities during business hours that are customary within the Greater Cleveland and Akron area.

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9.3 Assignment of Development Rights. The Declarant, including any Successor Declarant, reserves the right to assign any or all of its Development Rights, including the Special Declarant Rights set forth in Article X, to any Successor Declarant for the purpose of further development and improvement of the Property. No assignment shall be effective unless in a writing executed by the assignor and assignee and filed with the Recorder of Summit County, Ohio.

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

ARTICLE X SPECIAL DECLARANT RIGHTS

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

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

10.3 Control of the Association.

10.3.1 Appointment of Directors and Officers. The Declarant reserves the right to appoint and remove the members of the Board and the Officers of the Association during the Declarant Control Period which commences upon the recording of this Declaration and shall terminate no later than sixty (60) days after the conveyance of one hundred (100%) of the Lots (including Lots to be included on the Additional Land) to Owners other than Declarant or any Builder.

10.3.1 Reorganization of the Board. At any time during the Declarant Control Period the Declarant may determine, in its sole discretion, the number of Directors to serve on the Board, but in no case shall there be less than three Directors.

10.3.2 Early Termination of Control. The Declarant may voluntarily surrender the right to appoint and remove Directors and officers before the termination of the period set forth above. In that event, the Declarant may require, for the duration of that period that specified actions of the Association or the Board be approved by Declarant before they become effective. Such voluntary termination shall be evidenced by a recorded instrument executed by the Declarant setting forth the termination of right to appoint and the actions that require Declarant's approval. The Declarant's decision to allow the Owners to elect the Board, in whole or in part, during the Declarant Control Period shall not be a waiver of Declarant's rights as specified in this Article XIII.

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

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10.5 Right to Amend Documents. Notwithstanding anything above to the contrary, this Declaration may be amended at any time without approval of the Board or the vote of Owners by a written instrument executed by the Declarant for the purpose of: adding Additional Land or contracting Lots and Common Elements pursuant to Article XII; eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; if in the judgment of the Declarant the purposes of the general plan of development will be better served by such amendment or modification; if in the judgment of the Declarant the amendment or modification is necessary to better implement the purposes of the Declaration; making nominal changes; clarifying Declarant's original intent; enabling a title insurance company to issue title insurance coverage with respect to the Property or any portion thereof; making any change necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure, purchase, or grant loans on a Lot. No such amendment, however, shall materially affect any Owner's interest in the Association or the Common Elements. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make or consent to a subsequent amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, or other evidence of obligation or other instrument affecting any portion of the Property and acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of power to the Declarant to vote in favor of, and make a subsequent amendment. Each Owner and his mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, hereby appoints Declarant his attorney-in-fact, coupled with an interest, to execute on his behalf any such amendment. Additionally, each Owner and his mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in this paragraph. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph. The Declarant, however, may not amend the Declaration in any manner that directly impacts the rights of Twinsburg Township and/or Summit County pursuant to this Declaration without prior approval of Twinsburg Township and/or Summit County.

10.6 Right to Disapprove of Actions. This section may not be amended without the express written consent of the Declarant so long as the Declarant owns a Lot. So long as Declarant owns a Lot, Declarant shall have a right to disapprove of actions of the Association, Board, or any Board Committee. This right shall be exercisable only by the Declarant, its successors, and assigns who specifically take this power in a recorded instrument. The right to disapprove shall be as follows: No action taken or authorized by the Association, Board, or any Board Committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

10.6.1 The Declarant shall have been given written notice of all meetings of the Association, Board, or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address Declarant has registered with the Secretary of the Association, as it may change from time to time, which notice shall set forth with reasonable particularity the agenda for the meeting; and

10.6.2 The Declarant shall be given the opportunity at any such meeting to join in or have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Association, Board, or any committee thereof. The Declarant, its representatives or agents shall have the right to make its concerns, thoughts, and suggestions known to the Association, Board, or committee. The Declarant shall have the right to disapprove of any action, policy, or program proposed by the Association, Board, or any committee thereof. This right to disapprove shall serve to block any proposed action from moving forward to a vote. The Declarant shall not use its right of disapproval to require a reduction in the level of services the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

10.7 Non-Liability of Declarant. Except as otherwise specifically provided in this Declaration or any written warranty by the Declarant to an Owner or the Association, neither the Declarant nor its respective heirs, executors, administrators, trusts, shareholders, parents, subsidiaries, affiliates, members, directors, managers, officers, employees, agents, insurers, attorneys, predecessors, successors and assigns ("Declarant Parties") shall be liable for any claim whatsoever arising out of or by reason of the Declarant Parties inactions or actions performed pursuant to any authority granted or delegated to them by or pursuant to this Declaration, the Code of Regulations, Design Guidelines, the Articles of Incorporation, or any other documents

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governing the Association, whether or not such claims shall be asserted by an Owner, the Association, or any person or entity claiming by and through any of them. Upon the termination of the Declarant Control Period and the election of the Board by the Owners, each Owner, the Association and or any person or entity claiming by and through any of them forever release, acquit and discharge the Declarant Parties from any and all claims, demands, obligations, judgments, actions, causes of action and liabilities, at law or equity, for injuries, losses and damages, whether personal, property or economic, whether now known or unknown, vested or contingent, direct or indirect, that were or could have been raised, from the beginning of time arising out of or related to the Declarant Parties any and all inactions or actions performed in connection with the formation, administration, and governance of the Association and the development of the Property.

**ARTICLE XI
DURATION, AMENDMENT AND TERMINATION**

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

11.2 Amendment. Except as provided in Section 10.5 and 11.3, prior to the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument executed by Declarant and the Owners of at least sixty six and two-thirds percent (66 2/3%) of all Lots.

11.2.1 Except as provided in Section 10.5 and 11.3, after the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least sixty six and two-thirds percent (66 2/3%) of all Lots, provided however that any amendment affecting the rights of Declarant in this Declaration shall not be effective without the prior written consent of Declarant.

11.2.2 Except for amendments provided by Section 10.5, all amendments shall be executed by the Declarant, and shall be executed by the President and Secretary of the Association. Such Amendment shall certify that the proper notices were sent and that the requisite vote was obtained. Amendments need not be signed by the Owners, Summit County, and/or Twinsburg Township.

11.2.3 Any amendments to this Declaration, in whole or in part, which directly impacts the rights of Twinsburg Township and/or Summit County pursuant to this Declaration must be approved by Twinsburg Township and/or Summit County.

11.3 Amendments by Board. The Board may amend the Declaration, without a vote of the Owners, in any manner necessary to effectuate any of the following:

11.3.1 To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration, and similar institutions;

11.3.2 To meet the requirements of insurance underwriters;

11.3.3 To bring the Declaration into compliance with the laws of the United States, the State of Ohio, or any political subdivision thereof; or

11.3.4 To correct clerical or typographical errors or obvious factual errors in the Declaration or any exhibit hereto.

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

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11.4.1 Consent Required. This Declaration may be terminated only upon consent of eighty percent (80%) of the Owners, and if during the Declarant Control Period, by consent of the Declarant, and only with the prior approval of Twinsburg Township.

11.4.2 Agreement to Terminate. No termination shall be effective unless an agreement to terminate is filed for record with the Summit County Fiscal Office. This agreement shall be executed in the same manner as a deed by the requisite number of Owners. The agreement shall provide for disposition of the Common Elements, disposition of Association funds and other resolutions and provisions necessary to terminate the regime and wind up the affairs of the Association.

**ARTICLE XII
GENERAL PROVISIONS**

12.1 Anti-Discrimination Compliance. The Board shall comply with all applicable state and federal laws concerning prohibitions against discrimination on the basis of race, color, religion, sex, military status, national origin, disability, age, or ancestry, including but not limited to, Chapter 4112 of the Ohio Revised Code. No private right of action additional to those conferred by the applicable state and federal anti-discrimination laws is conferred on any aggrieved individuals by the preceding sentence.

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

12.3 Notices. Any notices required to be given to any Owner or Occupant under the provisions of this Declaration shall be deemed to have been given when personally delivered or mailed, postage prepaid, to the Owner and/or Occupant's Dwelling Unit. The effective date of such notice shall be the date said notice is personally delivered or postmarked as the case may be. Notices to the Declarant shall be deemed delivered only when received by the Declarant via certified or registered mail postage prepaid, to Declarant, Stonewater One, LLC, 8530 North Boyle Parkway, Twinsburg, Ohio 44087.

12.4 Enforcement/Waiver. Enforcement of the Easements, Covenants, and Restrictions may be by any proceeding at law or in equity against any person, persons, and/or entity attempting to violate any Easement, Covenant, or Restriction, wither to restrain the violation or to recover damages against the person, persons, or entity, or to enforce any lien perfected pursuant to this Declaration. The failure of the Association or any one permitted by this Declaration to enforce any Easement, Covenant, or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

12.5 Covenants Run with the Property; Binding Effect. All of the Easements, Covenants, and Restrictions which are imposed upon, granted, and/or reserved in this Declaration constitute Easements, Covenants, and Restrictions running with the Property and re binding upon every subsequent transferee or all or any portion thereof, including, without limitation, grantees, Owners, Occupants, and tenants. Each grantee accepting a deed, Owner, Occupant, and/or a tenant accepting a lease (whether oral or written) which conveys an interest in any portion of the Property that is submitted to all or any portion of this Declaration, whether or not the same incorporates or refers to this Declaration, covenants for himself/herself, his/her heirs, representatives, successors, and assigns to observe, perform, and be bound by all the provisions of this Declaration and to incorporate said Declaration by reference in any deed, lease, or other agreement of all or any portion of his/her interest in any property subject hereto.

12.6 Construction. The Declarant, so long as Declarant owns a Lot, and then the Board, shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by an arbitrator(s) or court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration. Any conflict between any construction or interpretation of the Declarant, the Association, and any person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Declarant and then the Association, as the case may be.

12.7 Rule Against Perpetuities. In any of the options, privileges, covenant, and/or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other common law or statutory rules imposing time limits, then such provision shall continue only until 21 years after



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the death of the survivor of the now living descendants of Barack Obama, President of the United States of America.

12.8 **Invalidity.** The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof, which shall remain in full force and effect.

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

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

12.11 **Conflict.** In the event of conflict between the provisions of this Declaration and more restrictive provisions of Twinsburg Township's regulations or ordinances, Twinsburg Township's requirements shall control. If there are conflicts or inconsistencies between the Ohio Revised Code, Articles of Incorporation, the Declaration, Design Guidelines, and the Code of Regulations, then the Declaration, the Articles of Incorporation, the Code of Regulations, Design Guidelines, and the Ohio Revised Code (in that order) shall prevail.

12.12 **Partition.** Except as permitted in this Declaration or in any amendments thereto, there shall be no physical partition of the Common Elements or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition. This Section 12.12 shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property and/or real property that may or may not be subject to this Declaration.

IN WITNESS WHEREOF, Stonewater One, LLC, the Declarant, has executed this Declaration this 29 day of May, 2012.

Stonewater One, LLC

By: [Signature]
John R. Morris, III, Managing Member

STATE OF OHIO)
)ss:
COUNTY OF SUMMIT)

Before me a Notary Public in and for said County and State, personally appeared John R. Morris, III, known to me to be the Managing Member of Stonewater One, LLC, the limited liability company which executed the forgoing instrument, and acknowledged to me that he did sign said instrument in the name and on behalf of said company as such Managing Member, having been duly authorized by its Members, and that the same is his free act and deed as such Managing Member of said limited liability company.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal this 29 day of May, 2012.

SHANNA L. MCDOWELL
NOTARY PUBLIC - STATE OF OHIO
Recorded in Summit County
My commission expires on 23, 2018

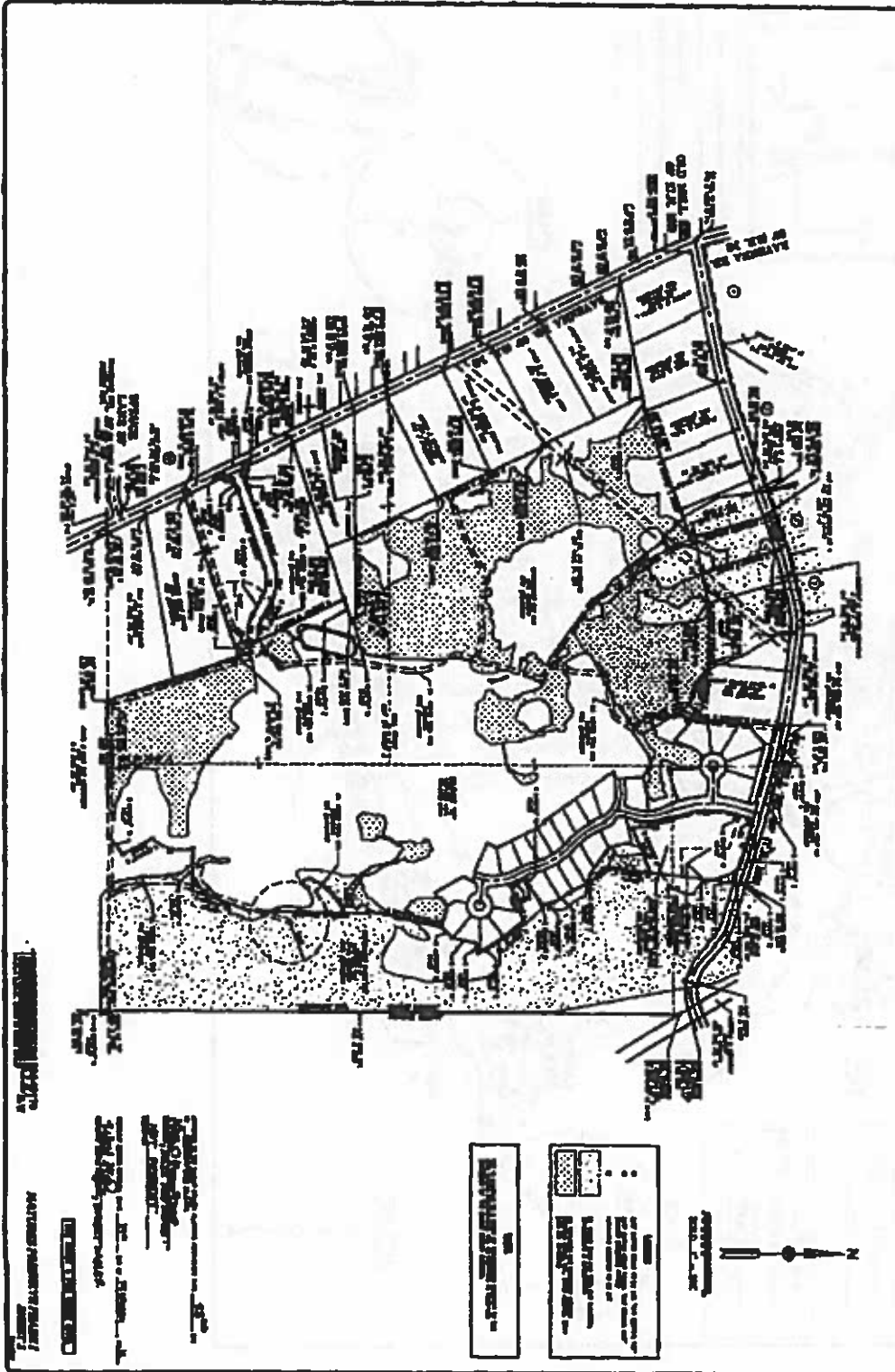


[Signature]
Shanna L. McDowell
Nov. 23 2013

This Instrument prepared by:
James P. Vitale, Esq.
Thrasher, Dinsmore & Dolan
100 7th Ave., Suite 150
Chardon, OH 44024

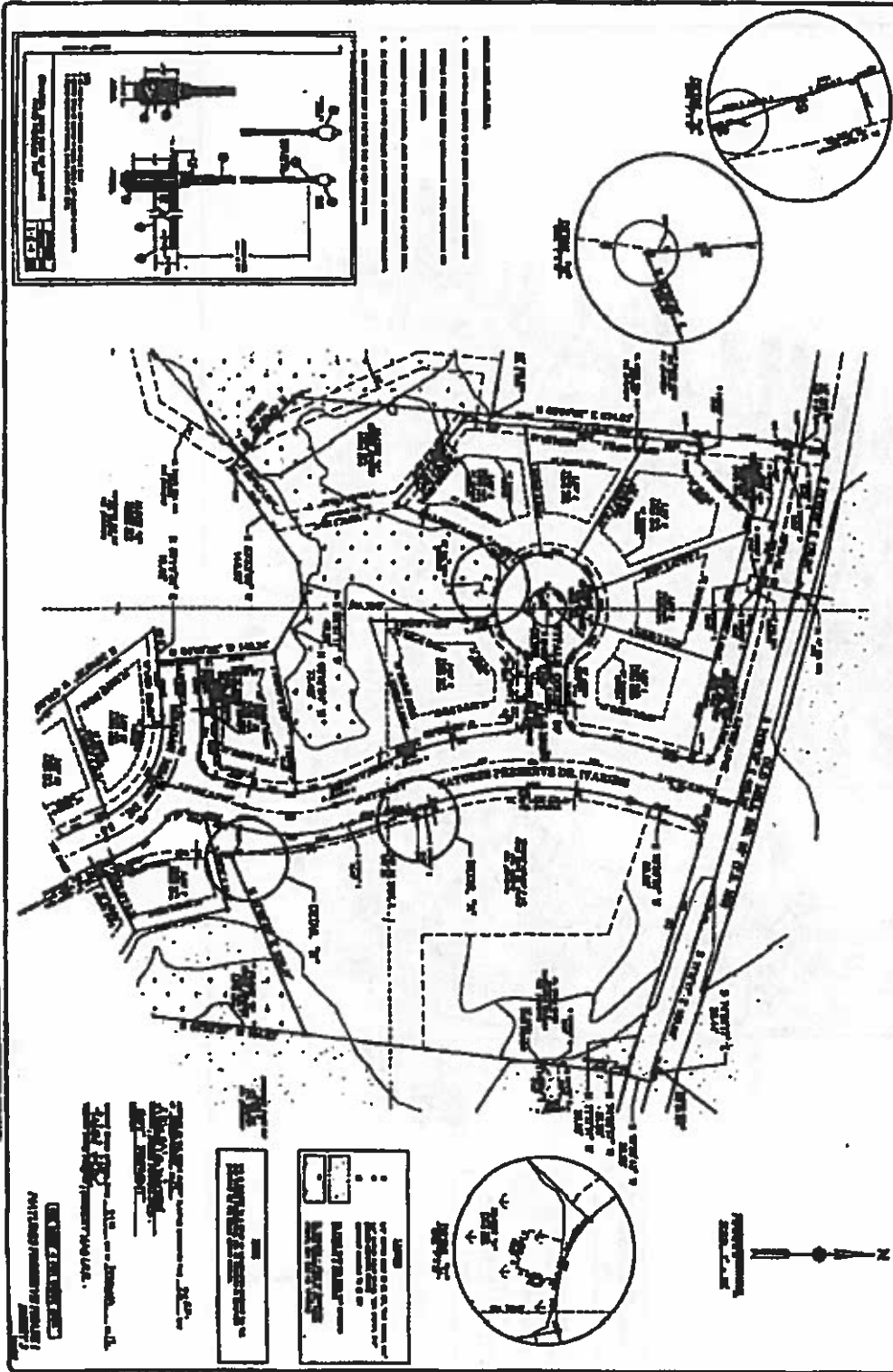
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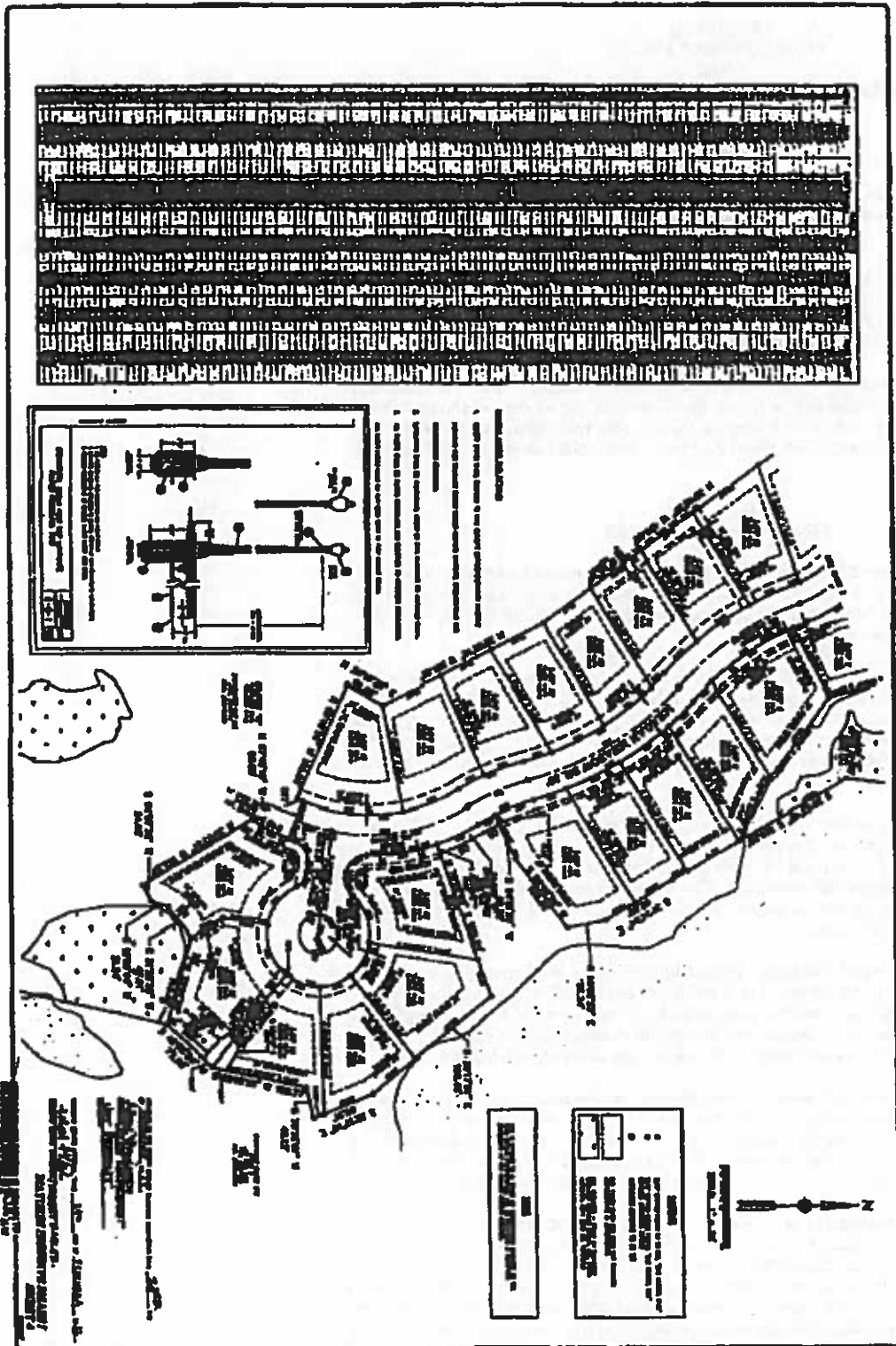
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EXHIBIT B
CODE OF REGULATIONS
FOR
THE NATURE'S PRESERVE OF TWINSBURG HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
GENERAL

SECTION 1. Name and Nature of the Association. The name of the Association shall be The Nature's Preserve of Twinsburg Homeowners Association, Inc., and shall be an Ohio nonprofit corporation.

SECTION 2. Membership. Each owner upon acquisition of 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 his or her Lot ownership, at which time the new Owner of such Lot shall automatically become a Member of the Association.

SECTION 3. Definitions. The terms used in this Code of Regulations shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for The Nature's Preserve of Twinsburg Homeowners Association, Inc. recorded in the Official Records of Summit County, Ohio, unless the context shall prohibit unless otherwise expressly defined herein.

ARTICLE II
MEETINGS OF MEMBERS

SECTION 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either in Twinsburg Township, Summit County, Ohio or as convenient thereto as possible and practical.

SECTION 2. Annual Meetings. The first meeting of the Members, whether a regular or special meeting, shall be held within sixty (60) days from the date of the end of the Declarant Control Period. The next annual meeting shall be set by the Board so as to occur no later than thirty (30) days before the close of the Association's fiscal year. Subsequent annual meetings of the Members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board.

SECTION 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call special meetings of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or a written petition signed by at least twenty-five percent (25%) of the total votes of the Association. The notice of special meetings shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at special meetings except as stated in the notice.

SECTION 4. Notice of Meetings. It shall be the duty of the Secretary to cause to be delivered to the Owner of record of each Lot a notice of each annual or special meetings of the Association stating time and place where it is to be held, and in the case of a special meeting the purpose. Notice shall be given in accordance with Article VII, Section 7 herein. Notices for meetings of the Members shall be served not less than ten (10) or more than sixty (60) days before a meeting.

SECTION 5. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after the holding of such meeting. In the event of attendance of any Member at any 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 him or her of notice of such meeting.

SECTION 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting originally called may be transacted. If the time and place of the adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment,


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notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for special meetings.

Those present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of Members required to constitute a quorum.

SECTION 7. Voting Rights. Each Lot shall have one vote. If only one of several Owners of a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts a vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to a Lot owned by the Association may be cast. The voting rights of an Owner who is delinquent in the payment of Assessments for more than thirty (30) days shall automatically be suspended until such time as the Owner is no longer delinquent in the payment of Assessments.

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

SECTION 8. Proxies. A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the Owners of a Lot through a duly executed proxy. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering the Lot, its presentation to the Board of a copy of the mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot.

SECTION 9. Majority of Owners. As used in this Code of Regulations, the term majority shall mean those votes, Owners, Members or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

SECTION 10. Quorum. Except as otherwise provided in these Code of Regulations or in the Declaration, those Members present, in person or by proxy shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

SECTION 11. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transactions occurring thereat.

SECTION 12. Action Without A Meeting. Any action which may be authorized or taken at a meeting of the Members, except the election of Board members, may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by the number of Members necessary to approve such an action. Any such writing shall be entered into the minute book of the Association.

ARTICLE III BOARD OF DIRECTORS

SECTION 1. Governing Body. Except as otherwise provided by law, the Articles of Incorporation, the Declaration or this Code of Regulations, all of the authority of the Association shall be exercised by or under the direction of the Board of Directors, each of whom shall have one vote.

SECTION 2. Number and Qualification of Directors. The Board of Directors in the Association shall consist of no less than three (3) and no more than five (5) persons. The initial



Directors shall be appointed by the Declarant. Except with respect to Directors appointed by the Declarant, the Board shall consist of Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time. The spouse of an Owner is qualified to act as a Director if both the Owner and the spouse occupy the Lot. If an Owner is not an individual, that Owner may nominate for the Board of Directors any principal, member or manager of a limited liability company, partner, director, officer, or employee of that Owner.

SECTION 3. Directors During Declarant Control Period. During the Declarant control Period the Declarant reserves the right, without a meeting of the Board, Members, and/or Officers and without notice to the same, to unilaterally appoint and remove the members of the Board and the Officers of the Association and to re-organize the Board and determine the numbers of Directors and representation by neighborhood during the Declarant Control Period. The Directors selected by the Declarant shall serve at the pleasure of the Declarant until a Board is elected by the Owners after the end of the Declarant Control Period pursuant to the Declaration.

SECTION 4. Right to Disapprove of Actions. This section may not be amended without the express written consent of the Declarant as long as the Declarant owns a Lot. So long as Declarant owns a Lot, Declarant shall have a right to disapprove of actions of the Board or any Board Committee. This right shall be exercisable only by the Declarant, its successors, and assigns who specifically take this power in a recorded instrument. The right to disapprove shall be as follows:

No action authorized by the Board or any Board Committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

- a. The Declarant shall have been given written notice of all meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address Declarant has registered with the Secretary of the Association, as it may change from time to time, which notice shall set forth with reasonable particularity the agenda for the meeting; and
- b. The Declarant shall be given the opportunity at any such meeting to join in or have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee thereof, or the Association. The Declarant, its representatives or agents shall have the right to make its concerns, thoughts, and suggestions known to the members of the Board and/or subject committee. The Declarant shall have the right to disapprove of any action, policy, or program proposed by the Board or any committee thereof. This right to disapprove shall serve to block any proposed action from moving forward to a vote. The Declarant shall not use its right of disapproval to require a reduction in the level of services the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

SECTION 5. Powers and Duties. In addition to the powers and duties imposed by the Articles of Incorporation, the Declaration, the Ohio Revised Code, and by any resolution of the Association that may be hereafter adopted, the Board shall have the power to and be responsible for the following, in way of explanation, but not limitation:

- a. preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses;
- b. making assessments to defray the Common Expenses, establishing
- c. establish, levy, and collect Assessments;
- d. establish the means, frequency, and methods of collecting Assessments; provided, however, that unless otherwise determined by the Board, the Annual General Assessment shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;
- e. providing for the operation, care, upkeep, and maintenance of all the Common Elements;



- f. collecting Assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, however, that any reserve fund may be deposited, in the Directors' best business judgment, in depositories other than banks;
- g. making and amending rules;
- h. opening of bank accounts on behalf of the Association and designating the signatories required;
- i. enforcing by legal means the provisions of the Declaration, this Code of Regulations, the Design Guidelines, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- j. obtaining and carrying insurance against liabilities, as provided in the Declaration, and paying the premium cost thereof;
- k. paying the cost of all services rendered to the Association or its Members and not chargeable directly to individual Owners;
- l. keeping books with accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;
- m. make available to any prospective purchaser of a Dwelling Unit, any Owner of a Dwelling Unit, any first mortgagee, and the holders, insurers, and guarantors of a first mortgage on any Dwelling Unit, current copies of the Declaration, the Articles, this Code of Regulations, rules governing Dwelling Units, and all other books, records, and financial statements of the Master Association. The Association may impose a reasonable charge for the foregoing in order to defray duplication costs;
- n. permit utility suppliers to use portions of the Property reasonably necessary to the ongoing or operation of the Property; and
- o. entering into easement agreements, license agreements and other agreements with utility companies (both private and public), with Owners within the Property, and with the owners of neighboring properties.

SECTION 6. Nomination of Directors. Except for Directors selected by the Declarant, nominations for election of the Board of Directors shall be made by the Members at the annual meeting. The Members present at an annual meeting or at a special meeting called for the purpose of electing Directors may make as many nominations for election to the Board as they shall in their discretion determine but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

SECTION 7. Election of Directors. Except for Directors selected by the Declarant, the Directors shall be elected at each annual meeting of the Members of the Association or at a special meeting called for the purpose of electing Directors. At a meeting of Members of the Association at which Directors are to be elected, only persons nominated as candidates shall be eligible for election as Directors and the candidates receiving the greatest number of votes shall be elected. The Board may adopt rules regarding nominations and procedure for elections. Election to the Board shall be by secret written ballot and at such elections, the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration.

SECTION 8. Term of Office; Resignations. Except for those Directors appointed by the Declarant, each Director shall hold office for a term of two (2) years and until his or her successor is elected, or until his or her earlier resignation, removal from office, or death. It is intended by these Code of Regulations that the terms of the Directors shall be staggered with one (1) Director being elected in odd numbered years and two (2) Directors being elected in even numbered years. The initial terms of the Directors elected by the Owners shall be adjusted to carry out this intent.



Any Director may resign at any time by oral statement to that effect made at a meeting of the Board of Directors or in writing to that effect delivered to the Secretary of the Association. Such resignation to take effect immediately or at such other time as the Director may specify. In the event of death or resignation of a Director, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

SECTION 9. Compensation. Members of the Board of Directors shall serve without compensation, except that they may be reimbursed for actual expenses incurred on behalf of the Association.

SECTION 10. Removal of Directors. Except for those Directors appointed by the Declarant, at any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority vote of the Owners, and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting and the purposes thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has two (2) unexcused absences from Board meetings or who is delinquent in payment of an Assessment for more than thirty (30) days may be removed by a majority vote of the Directors at meeting, a quorum being present.

SECTION 11. Organization Meetings. The first meeting of the members of the Board of Directors following each annual meeting of the Members shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Board.

SECTION 12. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter.

SECTION 13. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.

SECTION 14. Notice of Meetings; Waiver. Notice of the time and place of each meeting of the Directors, whether regular or special, shall be given to each Director at least seventy-two (72) hours before the time set for the meeting in accordance with Article VII, Section 7. Waiver of notice of meetings of the Directors shall be deemed the equivalent of proper notice. Any Director may, in writing, waive notice of any meeting of the Board, either before or after the holding of such meeting. Such writing shall be entered into the minutes of the meeting. In the event of attendance of any Director at any meeting without protesting, prior to or at the commencement of at the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of notice of such meeting.

SECTION 15. Quorum of the Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of the Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting. At such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting originally called may be transacted.

SECTION 16. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transaction occurring thereat.

SECTION 16. Open Meetings. All meetings of the Board of Directors shall be open to all Members of the Association, but Members other than the Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

SECTION 17. Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, or orders of business of similar nature.



The general nature of any and all business to be considered in executive session shall first be announced in open session.

SECTION 18. Action Without A Meeting. Any action that may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting if such action is approved by the written consent of a majority of the Directors. Any such writing shall be entered into the minute book of the Association. An explanation of the action taken shall be posted at a prominent place or places within the Property within three (3) days after written consents of all the Board members have been obtained.

SECTION 19. Voting By Directors. The voting rights of a Director who is delinquent in the payment of Assessments for more than thirty (30) days shall automatically be suspended until such time as the Director is no longer delinquent in the payment of Assessments.

A Director who is present at a meeting of the Board or any committee meeting when corporate action is taken shall be deemed to have assented to the action taken unless:

- a) He or she objects at the beginning of the meeting (or promptly upon arrival) to holding it or transacting business at the meeting;
- b) His or her dissent or abstention from the action taken is entered in the minutes of the meeting; or
- c) He or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Association immediately after adjournment of the meeting. This right of dissent or abstention shall not be available to a Director who votes in favor of the action taken.

ARTICLE IV OFFICERS

SECTION 1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among members of the Board of Directors. All officers must be Members of the Association.

SECTION 2. Election; Term of Office; Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

SECTION 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby. Additionally, any Officer who is delinquent in payment of an Assessment for more than thirty (30) days may be removed by a majority vote of the Directors at meeting, a quorum being present.

SECTION 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Secretary shall have primary responsibility for the preparation and maintenance of all minutes and other records or actions by the Board, and shall provide all notice required hereunder and handle all correspondence or other communications of the Association, either directly or by delegation to other committees, the management agent, or both. The Treasurer shall have the primary responsibility for the preparation of the budget and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

SECTION 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.



ARTICLE V COMMITTEES

SECTION 1. General. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee be composed as required by law and operate in accordance with the terms of the resolution of the Board designating such committee or with rules adopted by the Board and to the full extent permitted by law.

SECTION 2. Executive Committee. The Board of Directors may, by resolution adopted or signed by all of the Directors, appoint an Executive Committee to consist of one or more Directors. The Board may delegate any or all of its duties to such committee. Any resolution or writing appointing such committee must acknowledge the responsibility of all of the Directors for the operation and administration of the Association. The Declarant during any Declarant Control Period shall have the right to appoint an Executive Committee and to delegate such duties as the Declarant deems necessary.

SECTION 3. Architectural Control Committee. The Board of Directors shall also serve on the Architectural Control Committee that shall be responsible for plan approval in accordance with Article VII of the Declaration, Chapter 16 of the Twinsburg Township Zoning Resolution, the Development Agreement, and Design Guidelines. In addition, the committee may develop and promulgate architectural standards and guidelines with respect to those matters that are within the Association's authority to regulate.

ARTICLE VI DETERMINATION AND PAYMENT OF ASSESSMENTS

SECTION 1. Adoption of Budget. It shall be the duty of the Board to prepare and adopt a budget covering the estimated Common Expenses of the Association for the coming fiscal year. The budget shall also include a capital contribution or reserve in accordance with a capital budget separately prepared. After adoption of the budget, the Board shall cause the summary of the budget and the Assessments to be levied against each Lot not owned by Declarant or a Builder for the following year to be delivered to each Owner. Such summary shall be delivered at least thirty (30) days prior to the start of the fiscal year. The budget and Assessments shall take effect on the first day of the fiscal year.

SECTION 2. Capital Budget and Contribution. The Board shall annually prepare a capital budget that shall take into account the number and nature of replaceable assets, the expected life of each asset and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in Section 1 of this Article. A copy of the capital budget shall be distributed to each Owner in the same manner as the operating budget.

SECTION 3. Petition for Reconsideration of Budget Increase. If the Board receives a petition for reconsideration of budget increase as set forth in Article VII, Section 7.7 of the Declaration, then the Board shall forthwith call a special meeting of the Members. At such meeting, the Members in good standing, in person or by proxy, exercising at least sixty-six and two thirds (66 2/3%) percent of voting power of the Association, may vote to reduce the increase by any amount proposed in the petition, but not lower than the previous year's budget, nor lower than the amount necessary to meet the Declaration obligations of the Association.

SECTION 4. Failure to Adopt Budget. The failure or delay of the Board to adopt a budget as provided herein shall not constitute a waiver or release of the obligation of an Owner to pay the Assessments. In such event, the Assessments based upon the budget last adopted shall continue until such time as the Board adopts a new budget.

SECTION 5. Computation of Assessments. The Assessments for Common Expenses for each Lot shall be determined in accordance with the operating budget and the capital contribution budget as they apply to the various Lots. No Assessment of any kind shall be levied against Declarant, Builder, or any Lots owned by Declarant or Builder.



SECTION 6. Payment, Delinquency and Acceleration. Any Assessment or installment of an Assessment provided for by this Declaration shall become delinquent if not paid on the due date as established by this Declaration or by the Board. With respect to each Assessment or installment of an Assessment not paid within seven (7) days of its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, costs of collection, reasonable attorney fees, court costs, discovery costs, filing fees, and interest at the rate of ten percent (10%) of the late payment. Interest shall be calculated from the date of delinquency to the date full payment is received by the Association. If any Assessment installment of an Assessment is not paid within thirty (30) days of its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment due without further notice or demand to the Owner. The Association may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law or this Declaration. The filing of any petition for relief pursuant to the United States Bankruptcy Code by an Owner whose Assessment has been accelerated shall operate as a restoration of the Assessment to its prior status as if it has not been accelerated.

SECTION 7. Remedies for Default. If an Owner is in default of payment of an Assessment, the Board may authorize collection through any lawful means, including but not limited to foreclosure of the lien perfected by the filing of the Declaration. Interest and all costs of such collection, including but not limited to court costs, recording fees, lien fees, witness and expert witness fees, discovery costs, and attorney fees shall be included in the amount due from the Owner and may be collected. The Board may authorize the Association to bid its interest at any foreclosure sale and to acquire, hold, lease, mortgage and convey any Lot.

**ARTICLE VII
MISCELLANEOUS**

SECTION 1. Fiscal Year. The Association shall have a fiscal year beginning on January 1 and ending December 31.

SECTION 2. Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Ohio law, the Articles of Incorporation, the Declaration, or this Code of Regulations.

SECTION 3. Conflicts. If there are conflicts or inconsistencies between the Ohio Revised Code, Articles of Incorporation, the Declaration, and the Code of Regulations, then the Declaration, the Articles of Incorporation, the Code of Regulations, and the Ohio Revised Code (in that order) shall prevail.

SECTION 4. Books and Records.

Inspection by Members. The membership book, account books and minutes of the Association, the Board and any committee shall be made available for inspection and copying by any Member or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within Twinsburg Township, Summit County, Ohio, as the Board shall prescribe.

a. **Rules for Inspection.** The Board shall establish reasonable rules with respect to:

- i. notice to be given to the custodian of the records by the Members desiring to make the inspection;
- ii. hours and days of the week when such inspection may be made; and
- iii. payment of the cost of reproducing copies requested by a Member.

b. **Withholding of Books and Records.** Communications, books and records may be withheld from examination or copying by Members to the extent that the records concern:

- i. information that pertains to Property related personnel matters;

ii. communications with legal counsel or attorney work product that pertains to pending litigation or other Property related matters;

iii. information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

iv. information that relates to matters involving enforcement of Association documents or rules and regulations promulgated pursuant thereto;

v. information, the disclosure of which would be in violation of law; or

vi. meeting minutes or other records of an executive session duly called.

c. **Inspection by Directors.** Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

SECTION 5. Records of Unit Owners. Within thirty days after a Dwelling Unit Owner takes title to a Lot, the Lot Owner shall provide the following information in writing to the Association through the Board:

a. The home address, home and business mailing addresses, and the home and business telephone numbers of the Owner, first mortgage holder, and all Occupants of the Dwelling Unit;

b. The name, business address and business telephone number of any person who manages the Owner's Dwelling Unit as an agent of that Owner.

c. Within thirty days after a change in any information that this section requires, an Owner shall notify the Association, through the Board, in writing of the change. When the Board requests, an Owner shall verify or update the information.

SECTION 6. Authorized Communications Equipment. Authorized communications equipment means any communications equipment which provides a transmission, including, but not limited to, by telephone, telecopy, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention of, the Member or Director involved and, with respect to meetings, allows all persons participating in the meeting to contemporaneously communicate with each other. The Board shall have the right to adopt procedures and guidelines regarding such equipment and its use.

SECTION 7. Notices. Unless otherwise provided in this Code of Regulations, all notices, demands, bills, statements, or other communications under this Code of Regulations shall be in writing and shall be deemed to have been duly given if delivered personally or sent by any one of the following: facsimile, electronic mail, or by United States mail, express mail, or courier service, with postage or fees prepaid:

a. if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if not such address has been designated, at the address of the residence of such Owner; or

b. if to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the Board with written notice to the Owners.

c. In computing the period of time for the giving of a notice required or permitted under the Articles, the Declaration, the Code of Regulations, or a resolution of its Members or Directors, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If notice is given by personal delivery or transmitted by facsimile or electronic mail, the notice shall be deemed to have been given when delivered or transmitted. If notice is sent by United States mail, express mail or courier service, the notice shall be deemed to have been given 3


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days after deposited in the mail or the next day when deposited with the overnight or same day courier service, instructing the service to make delivery no later than overnight.

d. A written notice or report delivered as part of a newsletter or other publication regularly sent to the Members shall constitute a written notice or report if addressed or delivered to the Member's address shown in the Association's current list of members, or, in the case of Members who are residents of the same household and who have the same address in the Association's current list of Members, if addressed or delivered to one of such Members at the address appearing on the Association's current list of Members.

SECTION 8. Amendment. The Declarant may unilaterally amend this Code of Regulations at any time during the Declarant Control Period. Thereafter, this Code of Regulations may be amended by a majority of the Owners. During such time as the Declarant has the right to appoint Directors of the Association pursuant to the Declaration, the Declarant shall have the right to consent to any amendment to this Code of Regulations pursuant to the provisions in the Declaration before it becomes effective.

SECTION 9. Financial Review. A review of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide, provided, however, after having received the Board's report at the annual meeting, the Owners, by majority vote, may require the accounts of the Association to be audited as a Common Expense by a certified public accountant.

Adopted pursuant to a resolution of the Incorporators.

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EXHIBIT C



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GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement ("Conservation Easement") is made this 3rd day of March, 2004 by and between FULTE HOMES OF OHIO, LLC, a Michigan limited liability company, its successors and assigns, having an address at 30575 Bainbridge Road, Suite 150, Solon, Ohio 44139, ("Fulte"), WILLIAM D. HALL AND VIRGINIA L. HALL, their heirs, successors and assigns, having an address at 8071 Ravenna Road, Twinsburg, Ohio 44087, (the "Halls") and OLD MILL ROAD LIMITED PARTNERSHIP, an Ohio Limited Partnership, its successors and assigns, having an address at 8031 Ravenna Road, Twinsburg, Ohio 44087, ("Old Mill") (Fulte, the Halls, and Old Mill collectively known as the "Grantors"), and OHIO STREAM PRESERVATION, INC., an Ohio not-for-profit corporation, its successors and assigns, (the "Grantee"), having an address at P.O. Box 23835, Chagrin Falls, Ohio 44023-0835.

Declaration approved by Tim Mays Approved good for 30 days from Jan 5-31-06 of

WHEREAS, Fulte is the owner in fee simple of certain real property by instrument recorded as Instrument No. 54937948, Summit County records, situated in Twinsburg Township, County of Summit, State of Ohio, consisting of approximately 20.2905 acres (the "Fulte Property") as depicted on Exhibit A (Overall Development Plan), attached hereto and made a part hereof; and

WHEREAS, the Halls are the owners in fee simple of certain real property by instrument recorded as Volume No. 1785, Page No. 1078, Summit County records, situated in Twinsburg Township, County of Summit, State of Ohio, consisting of approximately 62.2439 acres (the "Hall Property") as depicted on Exhibit A (Overall Development Plan), attached hereto and made a part hereof; and

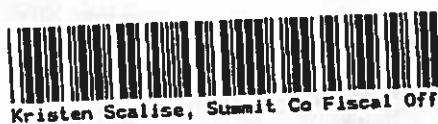
WHEREAS, Old Mill is the owner in fee simple of certain real property by instrument recorded as Instrument No. 54411316, Summit County records, situated in Twinsburg Township, County of Summit, State of Ohio, consisting of approximately 93.9791 acres (the "Old Mill Property") as depicted on Exhibit A (Overall Development Plan), attached hereto and made a part hereof (the Fulte Property, the Hall Property, and the Old Mill Property collectively referred to herein as the "Stonewater Property"); and

WHEREAS, Fulte has proposed to construct a certain residential community on the Stonewater Property, which project may have environmental impacts to certain surface water bodies located within the Stonewater Property, and which construction will require Fulte to obtain a 401 water quality certification from the Ohio Environmental Protection Agency ("OEPA") and a 404 Individual Permit from the Army Corps of Engineers ("ACOE"); and

WHEREAS, in order to protect the quality of the surface waters located within the Stonewater Property, the OEPA has required that Grantors, as a condition of Fulte being issued a 401 water quality certification, grant a Conservation Easement in and to a portion of the Stonewater Property, which area is identified on Exhibit A as Preserve Areas ("Preserve"), and which area is more fully described in the legal descriptions attached hereto as Exhibit B (Legal Descriptions of the Preserve); and

WHEREAS, Fulte, for itself, and its successors and assigns, has declared that the Fulte Property is held and hereafter shall be conveyed, subject to the covenants, rights, reservations, limitations and restrictions, set forth in the "Declaration of Covenants, Conditions, Restrictions, and Easements" for Stonewater, Twinsburg Township, Ohio, recorded as Instrument No. _____, Summit County Records (the "Declaration"), and has created the Stonewater Homeowners' Association, Inc., an Ohio non-profit corporation (the "Association") to administer and enforce the provisions of the Declaration, and to take title to the real property within the Fulte Property which is defined as the "Common Area" in the Declaration, and Fulte agrees the Declaration commits the Association to be bound by the terms of this Conservation Easement; and

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WHEREAS, Pulte, Old Mill, and the Halls intend that Pulte will purchase certain portions of the Hall Property and the Old Mill Property, and on such properties construct additional phases of Pulte's Stonewater residential community; and

WHEREAS, Pulte and the Association intend that the portion of the Pulte Property which is hereby encumbered by this Grant of Conservation Easement, and that those portions of the Hall Property and the Old Mill Property which are hereby encumbered by this Grant of Conservation Easement but which will subsequently be purchased by Pulte will be defined as "Common Area" under the Declaration and title thereto will be conveyed to the Association; and

WHEREAS, Pulte has agreed to provide compensation to the Grantee for services performed related to this Conservation Easement, on behalf of the Grantors, and the Grantee agrees by accepting this grant of Conservation Easement to honor the intentions of the Grantors stated herein, to protect the conservation values stated in this Conservation Easement in perpetuity, and to prevent or remedy subsequent activities or uses that are inconsistent with the terms of this Conservation Easement; and

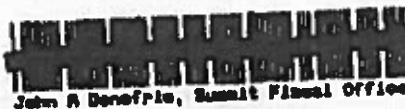
WHEREAS, Section 5301.69 of the Ohio Revised Code authorizes Grantee to acquire and hold conservation easements for the purposes set forth herein.

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **Grant of Easement:** Each Grantor does hereby grant and convey to Grantee, its successors and assigns, an estate, interest, easement and servitude in and to the respective portions of the Preserve (as described in Exhibit B hereto) to which each such Grantor holds title, of the nature and character and to the extent hereinafter expressed, to be and to constitute a servitude upon the Preserve, which estate, interest, easement and servitude will result from the covenants and restrictions set forth herein and hereby imposed upon the use of the Preserve by Grantors, and, to that end and for the purpose of accomplishing the intent of the parties hereto, the Grantors covenant, on behalf of themselves, their heirs, successors and assigns, with the Grantee, its successors and assigns, to do and refrain from doing, severally and collectively, upon the Preserve, the various acts hereinafter described, it being hereby agreed and expressed that the doing and the refraining from such acts, and each thereof, is and will be for the benefit of Grantee.
2. **Term of Easement:** The easement granted hereunder shall be perpetual and shall have no expiration date. Article 10 describes the process for termination of said easement.
3. **Conservation Values:** The Preserve possesses substantial value in conserving and protecting the physical, biological and chemical integrity of Tinkers Creek and the Cuyahoga River and is important in the protection of the existing or designated use of the waters of the state pursuant to §303 of the Clean Water Act, 33 U. S. C. §1313 and §6111.041 of the Ohio Water Pollution Control Act. The specific conservation values of the Preserve may be further documented in an application for Section 404 Permit to the U. S. Army Corps of Engineers and in any Grant of Section 401 Certification received from the Ohio EPA with respect to the Preserve.

A "Baseline Documentation Report" will be prepared by Grantee and recorded in the future as Exhibit C hereto and, upon recordation by the parties of such amendment hereto, which Exhibit C will be incorporated by reference herein, may consist of any and all maps, reports,

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John A. Benefield, Summit Fiscal Officer



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photographs, descriptions of prominent vegetation, land use history and distinct natural features characterizing the Preserve at the time of the grant and is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. By signing and recording the Baseline Documentation Report as Exhibit C hereto, the parties will acknowledge that the Baseline Documentation Report is an accurate representation of the Preserve at the time of recording such Exhibit C.

4. **Prohibited Actions:** Any activity on or use of the Preserve inconsistent with the purposes of this Conservation Easement or detrimental to the conservation values expressed herein is expressly prohibited. By way of example, and not of limitation, the following activities and uses are explicitly prohibited:

a. **Division:** Any division or subdivision of the Preserve beyond that shown on Exhibit A, unless expressly permitted in writing by the Grantee, however the Grantors shall be permitted to consolidate individual parcels comprising the Reserve at the time of this grant into a fewer number of parcels without the permission of the Grantee;

b. **Commercial Activities:** Commercial development, commercial recreational use, or industrial activity, however, Grantee acknowledges that Moore Well Service, Inc. ("Moore") has been granted the right to maintain oil and gas wells, pipelines, and other associated equipment within the Preserve pursuant to the following leases and easements, and that this grant of Conservation Easement is subject and subordinate to the rights of Moore, its successors and assigns, as provided in the following leases and easements: (1) Pipeline Easement and Oil and Gas Lease Agreement between Puie and Moore recorded _____, 2003 as Instrument No. _____, Summit County Records, (2) Pipeline Easement and Oil and Gas Lease Agreement between the Halls and Moore recorded _____, 2003 as Instrument No. _____, Summit County Records, and (3) Pipeline Easement and Oil and Gas Lease Agreement between Old Mill and Moore recorded _____, 2003 as Instrument No. _____, Summit County Records;

c. **Construction:** Except as otherwise permitted herein, the placement or construction of any man-made modifications including but not limited to buildings, structures, fences, mobile homes, advertising, billboards, camping accommodations, roads and parking lots. Grantors shall be permitted to complete the installation, maintenance, repair and replacement of utilities to be located within the portion of the Preserve described in Exhibit B, which improvements shall be limited to storm and sanitary sewers, and stormwater detention/retention basins and all appurtenances thereto ("Utility Work") within the designated utility easements as shown on Exhibit A; and Grantors shall be permitted to complete the installation, maintenance, repair and replacement of asphalt pedestrian and bicycle trails as shown on Exhibit A pursuant to a grant of Recreation Path Easement from the Halls and Old Mill, as grantors therein, to the Association, as grantee therein, which Recreation Path Easement has been recorded as Instrument No. _____, Summit County Records. Where areas of the Preserve are affected by the Utility Work, construction of pedestrian/bicycle trails as provided in this section, or the exercise of the rights granted to Moore as acknowledged in section 4(b) above, each Grantor (except Grantee, should Grantee succeed any Grantor as owner of any portion of the Preserve) shall restore all such affected portions of the Preserve which is within their respective properties to their condition immediately prior to such work. Where the pedestrian/bicycle trails cross wetlands or streams, raised boardwalks must be used.

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- d. **Destruction or Introduction of Vegetation and Animals:** The removal or destruction of native growth in the Preserve, including without limitation the use of fertilizers, the spraying of herbicides, pesticides or biocides, the introduction of nonnative wild animals and vegetation, grazing of domestic animals, or disturbance or change in the natural habitat (except in the enhancement of wildlife habitats) and the cutting of trees, ground cover or vegetation, except as approved in writing by the Grantee, which approval will not be unreasonably withheld or delayed, and limited to the following purposes:
- (1) The control or prevention of imminent hazard, disease, or fire, and for the purpose of restoring natural habitat areas to promote native vegetation; and,
 - (2) The removal of those portions of dead, diseased, damaged, destroyed, or fallen trees, shrubs, or other vegetation that physically block streams, Utility Work, or pedestrian and bicycle trails; and,
 - (3) The elimination and removal of grapevines, poison ivy, and other toxic and undesirable growth which can be cut and left laying;
 - (4) Hunting or trapping as necessary to keep the animal population within numbers consistent with the ecological balance of the area; and,
 - (5) The installation, maintenance, repair and replacement of Utility Work and pedestrian/bicycle trails as shown on Exhibit A.
- e. **Land Surface Alterations:** The removal, filling, or excavation, of soil, sand, gravel, rock minerals or other materials from the Preserve, or doing any act that would alter the topography of the Preserve, except for the activities permitted under Article 4(c), and that caused by the forces of nature;
- f. **Dumping:** The dumping or accumulation of any substance of any kind, nature, and description including but not limited to grass clippings or other yard debris, soil, trash, ashes, garbage, waste, or other unsightly or offensive material or any placement of underground storage tanks, on or in the Preserve (see Article 5(e)(8));
- g. **Water Courses:** Alteration of the natural water courses, streams, wetlands, marshes, or other water bodies, and their adjacent riparian buffer areas, and any use or activity detrimental to water purity on the Preserve, except for those activities permitted under Article 4(c);
- h. **Motorized Vehicles:** The operation of automobiles, trucks, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any other motorized vehicle on the Preserve, except as necessary to exercise the rights granted in Article 4(c);
- i. **Signage:** Advertising of any kind or nature to be located on or in the Preserve except for signs marking the boundaries as part of the Preserve in favor of the Grantee, and except as necessary to fulfill the obligations herewith and with the prior written permission of the Grantee;


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J. **Other Activities:** Each and every other activity or construction project which might endanger the natural, scenic, biological, or ecological integrity of the Preserve.

5. **Grantors' Rights and Responsibilities:** Grantors reserve to themselves, and their heirs, successors and assigns, all rights accruing from their ownership of the Preserve, including the right to engage in or permit or invite others to engage in all uses of the Preserve that are not expressly prohibited herein and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

a. **Right to Convey:** The Grantors each retain the right to sell, mortgage, bequeath, donate, or otherwise convey their respective portions of the Preserve. Any conveyance shall remain subject to the terms and conditions of this Conservation Easement and the subsequent interest holder shall be bound by the terms and conditions hereof;

b. **Right to Access:** Subject to the terms of this Conservation Easement with respect to prohibited uses and permitted uses, the Grantors each shall retain the right of unimpeded access to their respective portions of the Preserve. Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon the Preserve or any portion thereof where no such right existed to the public immediately prior to the execution of this Conservation Easement.

c. **Actions Against Grantee:** In the event of a breach of this Conservation Easement, the Grantors may, individually or in any combination, bring action against the Grantee for failing to fulfil its obligations as contained herein. Prior to an action being brought, the claiming Grantor(s) shall provide written notice, as set forth herein to the Grantee, advising Grantee of the breach of duty and demanding that Grantee abide by the provisions of this Conservation Easement;

d. **Requirement of Notice:** If, after a twenty-eight (28) day period following the date of written notice as provided above ("Notice Period"), the Grantee continues in its breach of duties, or if the Grantee does not take substantial corrective measures within the Notice period, or if Grantee should fail to continue diligently to provide said duties, the claiming Grantor(s) may bring an action in law or in equity to enforce the terms of this Conservation Easement and recover any damages for the loss of the conservation values protected hereunder, including without limitation, attorney fees. The remedies available to Grantors include, without limitation, enjoining the violation through injunctive relief, seeking specific performance, and obtaining declaratory relief, restitution, reimbursement of expense including without limitation the expense of restoration of the Preserve, and/or an order compelling restoration of the Preserve;

e. **Requirements for the Preserve:** The following minimum conditions shall apply to the Preserve:

- (1) Each Grantor shall be responsible for installation and maintenance of permanent physical boundary markers indicating the perimeter of the Preserve within the respective property of each such Grantor, the form of such markers to be wood posts with signs identifying the Preserve, or other such markers as are approved

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by the Grantee, which approval will not be unreasonably withheld or delayed; and

- (2) Each Grantor shall be responsible for ensuring that contractors and/or workers involved in activities permitted by Article 4(c) within each such Grantor's respective property have knowledge of the terms and conditions of these restrictions and that a copy of these restrictions is at the project site throughout the period the work is underway; and
- (3) Each Grantor shall be responsible for ensuring that construction debris resulting from any activities within each such Grantor's respective property shall be prevented from entering the waterway, stream or buffer area, and shall be removed immediately should any such debris be present in said areas; and
- (4) Each Grantor shall be responsible for ensuring that the mechanical equipment used to execute any and all work within each such Grantor's respective property shall be operated in such a way as to minimize turbidity (i.e., stirring up sediment into the water) that could degrade water quality and adversely affect aquatic plant and animal life; and
- (5) Each Grantor shall be responsible for ensuring that, during construction activities within such Grantor's respective property Best Management Practices ("BMP's"), including silt controls, be installed downstream from all construction areas adjacent to or abutting the Preserve Area and shall remain in place during all excavation and restoration operations including landscaping. Said controls shall not be removed until stabilization of the project site is satisfactorily complete; and
- (6) Each Grantor, when carrying out the repair, maintenance, or replacement of the Utility Work, as permitted by Section 4(c) hereof, shall be responsible for ensuring that, during such repair, maintenance, or replacement activities within such Grantor's respective property (including mowing and fertilization), all installed landscaping, including landscaping of the Utility Work area and along the edges of stormwater retention basins, shall be no closer to a wetland, waterway or stream than may be restricted by any designated buffer surrounding such wetland, waterway or stream, or no closer than the Easement Area boundary, (or as a reasonable closer distance may be approved in writing by the Grantee, which approval shall not be unreasonably withheld, conditioned or delayed), whichever distance is further; and
- (7) Until the dedication and acceptance of the utilities by government authorities, or utility companies having jurisdiction, each Grantor (except Grantee, should Grantee succeed any Grantor as owner of any portion of the Preserve) shall be responsible for the repair, replacement, liability and maintenance of all Utility Work and pedestrian/bicycle paths within each such Grantor's respectively owned portion of the Preserve, to the reasonable satisfaction of the Grantee. Should a Grantor fail to maintain the Utility Work and/or pedestrian/bicycle paths within their respective property to Grantee's reasonable satisfaction, Grantee may undertake all necessary work and assess the costs against the defaulting Grantor; and,

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(8) All trash or nonconforming material that is dumped or placed on the Preserve shall be immediately removed or caused to be removed by the Grantor owning such portion of the Preserve. In the event that the nonconforming material is placed by an adjacent landowner or party unknown to the Grantors, the Grantee and Grantors shall work collectively to locate and notify the offender and cause the material to be removed immediately by the offender. If the offender is not identified or is uncooperative, the Grantors shall be responsible for removal of the nonconforming material within the portion of the Preserve owned by such Grantor.

6. **Rights of Grantee:** The Grantors confer the following rights upon the Grantee to perpetually maintain the conservation values of the Preserve, which rights shall only be exercised by the Grantee against the individual Grantor owing the portion of the Preserve to which such rights are being exercised:

a. **Right to Enter:** The Grantee has the right to enter the Preserve at reasonable times to monitor or to enforce compliance with this Conservation Easement; provided that such entry shall be upon prior written reasonable notice to the Grantor(s) owning such portion(s) of the Preserve. The Grantors may use the Preserve without interference provided that the Grantors restrict their use to those uses permitted under this Conservation Easement. The Grantee has no right to permit others to enter the Preserve. The general public is not granted access to the Preserve under this Conservation Easement;

b. **Right to Preserve:** The Grantee has the right to prevent any activity on or use of the Preserve that is inconsistent with the terms or purposes of this Conservation Easement;

c. **Right to Require Restoration:** The Grantee shall have the right to require the restoration of the areas or features of the Preserve which are damaged by any action prohibited by this Conservation Easement;

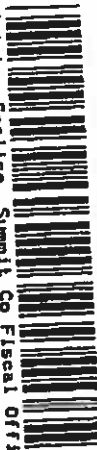
d. **Right to Placement of Signs:** The Grantee shall have the right to place a reasonable number of small signs on the Preserve which identify the Grantee and which identifies the land as being protected by this Conservation Easement;

7. **Grantee's Remedies:** In the event of a breach of this Conservation Easement, the Grantee shall have the following remedies (which remedies may only be exercised by the Grantee against the individual Grantor owing the portion of the Preserve to which such remedies are being sought) and shall be subject to the following limitations:

a. **Actions Against Grantors:** In the event of a breach of this Conservation Easement, the Grantee may bring action against the breaching Grantor(s) for failing to fulfil its/their obligations as contained herein. Prior to an action being brought, the Grantee shall provide written notice, as set forth herein, to all the Grantors, advising Grantors of the breach of duty by one or more Grantors, and demanding that the breaching Grantor(s) abide by the provisions of this Conservation Easement;

b. **Requirement of Notice:** If, after a twenty-eight (28) day period following the date of written notice as provided above ("Notice Period"), the breaching Grantor(s) continue(s) in its/their breach of duties, or if the breaching Grantor(s) do not take

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substantial corrective measures within the Notice period, or if the breaching Grantor(s) should fail to continue diligently fulfill said duties, the Grantee may bring an action in law or in equity against the breaching Grantor(s) to enforce the terms of the Conservation Easement and recover any damages from such breaching Grantor(s) for the loss of the conservation values protected hereunder, including without limitation, attorney fees. The remedies available to Grantee include, without limitation, enjoining the violation through injunctive relief, seeking specific performance from the breaching Grantor(s), and obtaining from the breaching Grantor(s) declaratory relief, restitution, reimbursement of expense including without limitation the expense of restoration of the Preserve, and/or an order compelling restoration of the Preserve;

c. **Emergency Action:** If the Grantee determines that the use permitted by this Conservation Easement is, or is expected to be violated so to cause significant or irreparable damage to the physical, biological and/or chemical integrity of the water course, the Grantee will provide written notice to the Grantors. If, through reasonable efforts, the Grantors cannot be notified, or if the Grantee determines, in its sole reasonable discretion, that the circumstances justify prompt action to mitigate or prevent injury to the Preserve, then the Grantee may pursue its lawful remedies without awaiting the breaching Grantors' opportunity to cure, however the Grantors shall not be liable for any costs arising from Grantee's failure to provide advance notice as set forth in Section 7(b) above;

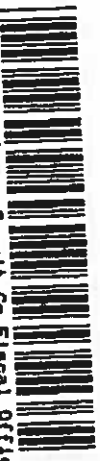
d. **Injunctive Relief for Actual or Threatened Non-Compliance:** Grantors acknowledge that actual or threatened events of non-compliance under this Conservation Easement constitute immediate and irreparable harm. The Grantors acknowledge that Grantee's remedies at law against any breaching Grantor for any violation of the terms hereof are inadequate and Grantee is entitled to obtain injunctive relief against any breaching Grantor, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled to receive from such against any breaching Grantor(s), including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or inadequacy of otherwise available legal remedies;

e. **Cumulative Remedies:** The preceding remedies of the Grantee are cumulative. Any or all of the remedies may be invoked by the Grantee if there is an actual or threatened violation of this Conservation Easement. Grantee may not, however, receive more than one remedy (including without limitation, damages and injunctive relief) for the same injury or violation, nor may Grantee receive any remedy from any Grantor not in breach of the terms of this Conservation Easement;

f. **Delay in Enforcement:** Notwithstanding the foregoing, any delay in enforcement shall not (by itself) be construed as a waiver of the Grantee's rights to enforce the terms of this Conservation Easement.

g. **Ownership Costs and Liabilities:** In accepting this Conservation Easement, the Grantee shall have no liability or other obligation for costs, liabilities, taxes or property insurance of any kind related to ownership of the Preserve. The Grantee and its trustees, officers, employees, agents and members have no liability arising from injury or death to any person or from physical damage to any other property located on the Preserve or otherwise. The Grantors agree to defend the Grantee against such claims and to

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indemnify the Grantee against all costs and liabilities relating to such claims. Notwithstanding the foregoing, Article 8 does not apply to losses caused by the negligence, actions or inaction of Grantee, its trustees, officers, employees, agents and/or members.

9. **Cessation of Existence:** If the Grantee shall cease to be authorized to acquire and hold conservation easements, then this Conservation Easement may, by written assignment to be recorded in the records of Summit County, become vested in another qualified entity that is eligible to acquire and hold a conservation easement under Ohio law, upon the mutual consent of Grantors and Ohio EPA.

10. **Termination:** This Conservation Easement may be extinguished only by an unexpected change in condition, which causes it to be impossible to fulfill the Conservation Easement's purposes, or by exercise of eminent domain:

a. **Unexpected Change in Conditions:** If subsequent circumstances render the purposes of this Conservation Easement impossible to fulfill, then this Conservation Easement may be partially or entirely terminated only by judicial proceedings. The amount of the compensation to which the Grantee shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Preserve, pursuant to such proceedings, subsequent to such termination or extinguishment, shall be established, unless otherwise provided by Ohio law at the time, as provided in (b) below with respect to the division of condemnation proceeds. The Grantee shall use any such proceeds in a manner consistent with the purposes of this Conservation Easement;

b. **Eminent Domain:** If the Preserve is taken, in whole or in part, by power of eminent domain, then the Grantee will be entitled to compensation in accordance with applicable laws and in proportion to the Grantee's interest in the Preserve at the effective date of this Conservation Easement.

11. **Recordation:** The Grantors or their heirs, successors and assigns shall record this instrument in a timely fashion in the official record of Summit County, Ohio and shall re-record it at any time as may be required to preserve the Grantee's rights in this Conservation Easement.

12. **Assignment:** This Conservation Easement is transferable, but Grantee may assign its rights and obligations hereunder only to an organization or entity that is qualified to hold conservation easements under Ohio law, and any applicable federal tax law, at the time of transfer, provided that such transfer is approved by all Grantors, which approval will not be unreasonably withheld or delayed. Such assignment shall be evidenced by a written assignment of this Conservation Easement recorded by Grantee or its assignee in the records of Summit County, Ohio. As a condition of such transfer, the Grantee and Grantors shall require that the conservation purposes that this grant is intended to advance, continue to be carried out by the assignee.

13. **Liberal Construction and Section Headings:** This Conservation Easement shall be liberally construed in favor of maintaining the conservation values of the Preserve. The section headings and subheadings identified herein are for reference purposes only and shall not be used to interpret the meaning of any provision hereof.

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- 14. **Notice:** For purposes of this Conservation Easement, notices may be provided to any party as required hereunder, by personal delivery or by mailing a written notice to that party by first class mail, postage prepaid. Delivery will be complete upon depositing the properly addressed notice with the U. S. Postal Service.

The notice shall be served to Pulte at:
 Pulte Homes of Ohio, LLC
 30575 Bainbridge Road, Suite 150
 Solon, Ohio 44139

with a copy to its attorney:

Richard A. Rosner, Attorney at Law
 Kahn, Kleinman, a Legal Professional Association
 2600 Erieview Tower
 1301 East Ninth Street
 Cleveland, Ohio 44114-1824

The notice shall be served to the Halls at:
 William D. Hall and Virginia L. Hall
 8031 Ravenna Road
 Twinsburg, Ohio 44087


The notice shall be served to Old Mill at:
 Old Mill Road Limited Partnership
 8031 Ravenna Road
 Twinsburg, Ohio 44087

The notice shall be served to the Grantee at:
 Ohio Stream Preservation, Inc.
 P.O. Box 23835
 Chagrin Falls, Ohio 44023

- 15. **Severability:** If any portion of this Conservation Easement is determined to be invalid or unenforceable, the remaining provisions of this agreement will remain in full force and effect.
- 16. **Subsequent Transfers:** This Conservation Easement shall be a covenant running with the land and shall constitute a burden on the Preserve and shall run to the benefit of the parties hereto and their successors in interest. All subsequent owners of any portion of the Preserve shall be bound to all provisions of this Conservation Easement to the same extent as the current parties. Grantors shall incorporate the terms of this Conservation Easement, by reference, in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Preserve, including, without limitation, a leasehold interest. Grantors further agree to provide written notice to the Grantee of the transfer of any such interest in any portion of the Preserve at least thirty (30) days prior to the effective date of such transfer.
- 17. **Termination of Rights and Obligations:** A party's future rights and obligations under this Conservation Easement shall terminate upon transfer of that party's interest in the

KRISTEN SEALISE, Summit Co Fiscal Office

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 John R Donofrio, Summit Fiscal Officer

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Preserve. Liability for acts or omissions occurring prior to transfer shall survive any such transfer.

- 18. **Applicable Law:** This agreement shall be governed by, and construed in accordance with the substantive law of the State of Ohio, irrespective of its conflicts of laws rules.
- 19. **Entire Agreement:** This Conservation Easement sets forth the entire agreement of the parties and supercedes all prior discussions and understandings.
- 20. **Obligations of and Rights Against Grantors Remain Several:** Grantors join in this single grant of Conservation Easement as a matter of convenience only, given the similarity of the obligations, duties and rights of the Grantors, however the duties, obligations and responsibilities of each such Grantor hereunder relate solely to the portion of the Preserve owned by each such Grantor, and the rights of Grantee for any breach by a Grantor hereunder, or violation hereof occurring within the Preserve, shall be exercised only against the breaching Grantor or Grantors, and no Grantor hereunder shall be responsible for any breach of this Conservation Easement by any other Grantor, or by violations occurring on any portion of the Preserve not owned by such Grantor, unless such violation arises by the action of said Grantor, its officers, members, employees, or agents.

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Kristen Scalise, Summit Co Fiscal Office



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204.00

John A Donofrio, Summit Fiscal Officer

IN WITNESS WHEREOF, the Grantors and Grantee have set their hands on the day and year first above written.

GRANTORS

PULTE HOMES OF OHIO, LLC
a Michigan limited liability company

By: *Gregory Schmidt*

Gregory Schmidt President
Print Name and Title

Date: 2/13/04



STATE OF OHIO)
COUNTY OF Cuyahoga) ss.

BEFORE ME, a Notary Public, in and for said County, personally appeared Gregory Schmidt, officer of Pulte Homes of Ohio, LLC, who said he is duly authorized in these presents, and that he acknowledges his signature to be his free act and deed, individually, and as such officer, and the free act and deed of said partnership and corporation.

IN TESTIMONY WHEREOF, I have set my hand and official seal at Cuyahoga County Ohio, this 13th day of February, 2004.

[Signature]
Notary Public
Notary Public, STATE OF OHIO
My commission expires December 9, 2008
Recorded in Cuyahoga County

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5

WILLIAM D. HALL

William D. Hall
William D. Hall

Date: 2/6/04

VIRGINIA L. HALL

Virginia L. Hall
Virginia L. Hall

Date: 2/6/04


STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA

BEFORE ME, a Notary Public, in and for said County, personally appeared William D. Hall and Virginia L. Hall, who said they are duly authorized in these presents, and that they acknowledge their signature to be their free act and deed, individually.

IN TESTIMONY WHEREOF, I have set my hand and official seal at CLEVELAND, Ohio, this 6th day of FEBRUARY, 2004.

Earl Lawson
Notary Public
Earl Lawson EXP. Nov 16, 2007

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Kristen Sealise, Summit Co Fiscal Office

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Officer

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OLD MILL ROAD LIMITED
PARTNERSHIP, an Ohio Limited Partnership

William D. Hall

WILLIAM D. HALL
Print Name and Title

Date: 2/6/04

STATE OF OHIO)
COUNTY OF CUYAHOGA) ss.

BEFORE ME, a Notary Public, in and for said County, personally appeared WILLIAM D. HALL, officer of Old Mill Road Limited Partnership, who said he is duly authorized in these presents, and that he acknowledges his signature to be his free act and deed, individually, and as such officer, and the free act and deed of said partnership and corporation.

IN TESTIMONY WHEREOF, I have set my hand and official seal at CLEVELAND, Ohio, this 6th day of FEBRUARY, 2004.

Earl Lawson
Notary Public

Earl LAWSON
Exp Nov 16, 2007

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GRANTEE

OHIO STREAM PRESERVATION, INC.

By: *Jeffrey S. Markley*
Jeffrey S. Markley, Executive Director

By: *Jeffrey J. Filarski*
Jeffrey J. Filarski, Secretary

Date: 3.3.04

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County, personally appeared JEFFREY S. MARKLEY, Executive Director, Ohio Stream Preservation, Inc., and JEFFREY J. FILARSKI, Secretary, Ohio Stream Preservation, Inc. who said they are duly authorized in these presents, and that they acknowledge their signatures to be his free act and deed, individually, and as such Executive Director and Secretary, and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have set my hand and official seal at Oakwood, Ohio, this 3rd day of MARCH, 2004.

Judith A. Calice
Notary Public

Judith A. Calice
Notary Commission Expires August '04

This Grant of Conservation Easement was prepared by Ohio Stream Preservation, Inc. December 2003

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Kristen Scalise, Summit Co Fiscal Office

CONSERVATION EASEMENT - STONEWATER, TWINSBURG TOWNSHIP, OHIO - December 28, 2003

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P.02

GBC DESIGN, INC.

3378 West Market Street Akron, OH 44333-3346
Phone 330-836-0218 Fax 330-836-5712
E-mail gbc@gbcdesign.com

By Cynosman, A.J.A.
Michael A. Gordina, P.E.
Gary R. Rosen, P.E., P.S.
John E. Walsh, P.E., P.S.

August 20, 2003

LEGAL DESCRIPTION

Pulte Homes of Ohio, LLC a Michigan Limited Liability Company
Stonewater Phase I - 20.2905 Acres

Situated in the Township of Twinsburg, County of Summit, State of Ohio and known as being part of Lot 25, part of Lot 26 Tract 3, and part of the Mill Tract of Original Twinsburg Township and also known as being all of lands now or formerly owned by Old Mill Road Limited Partnership as recorded in Reception #54073319 of the Summit County records, and more fully described as follows:

Beginning at a stone with "X" found at the southeasterly corner of said Twinsburg Township, also being the southeasterly corner of said Lot 25;

Thence N 00° 00' 56" E, along the easterly line of said Summit County, also being the easterly line of said Twinsburg Township, also being the westerly line of Portage County, a distance of 1262.06 feet to a 1/2" iron pipe found;

Thence N 00° 13' 13" W, along the easterly line of said Summit County, also being the easterly line of said Twinsburg Township, also being the westerly line of Portage County, a distance of 1616.70 feet to a point (witnessed by said capped rebar (D.G. Bohning & Assoc.) found N 31° 10' 56" W, 0.15 feet);

Thence N 31° 10' 56" W, along the southwesterly line of lands now or formerly owned by Norfolk & Western Railway as recorded in Official Record 613, Page 17 of the Summit County records, a distance of 81.36 feet to a point (witnessed by a PK Nail found N 31° 11' 56" W, 0.34 feet);

Thence S 68° 51' 08" W, along the centerline tangent of said Old Mill Road, a distance of 133.63 feet to a 5/8" rebar found;

Thence N 47° 54' 26" W, along the centerline tangent of said Old Mill Road, a distance of 23.60 feet to a 1" rebar to be set;

Thence along the arc of a circle curving to the right, having a central angle of 27° 19' 53", a radius of 268.73 feet, a tangent of 65.34 feet, a chord of 126.98 feet, a chord bearing of N 61° 34' 23" W, and an arc length of 128.19 feet to a 1" rebar to be set;

Thence N 47° 54' 26" W, a distance of 93.82 feet to a 1" rebar to be set;

Thence along the arc of a circle curving to the left, having a central angle of 26° 25' 51", a radius of 256.49 feet, a tangent of 60.23 feet, a chord of 117.27 feet, a chord bearing of N 61° 07' 22" W, and an arc length of 118.32 feet to a 1" rebar to be set;

Thence N 74° 20' 17" W, a distance of 189.03 feet to a 1" rebar to be set, which is the True Place of Beginning for the parcel of land herein described;

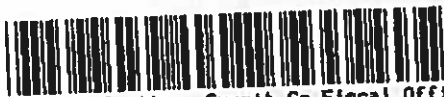
Thence S 06° 30' 37" W, a distance of 606.70 feet to a 1" rebar to be set;

Thence S 29° 20' 27" E, a distance of 250.19 feet to a 1" rebar to be set;

Thence S 31° 34' 34" E, a distance of 104.02 feet to a 1" rebar to be set;

Thence S 10° 56' 33" E, a distance of 52.24 feet to a 1" rebar to be set;

Thence S 52° 45' 30" W, a distance of 109.62 feet to a 1" rebar to be set;



Kristen Scalise, Summit Co Fiscal Office

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Legal Description
Stonewater Phase I - 20.2905 Acres
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 54937948
John R. Donofrio, Summit Fiscal Officer

- Thence S 64° 21' 29" W, a distance of 48.53 feet to a 1" rebar to be set;
- Thence along the arc of a circle curving to the left, having a central angle of 4° 53' 56", a radius of 263.00 feet, a tangent of 11.25 feet, a chord of 22.48 feet, a chord bearing of S 28° 05' 29" E, and an arc length of 22.49 feet to a 1" rebar to be set;
- Thence along the arc of a circle curving to the right, having a central angle of 12° 29' 48", a radius of 287.00 feet, a tangent of 31.42 feet, a chord of 62.47 feet, a chord bearing of S 24° 17' 33" E, and an arc length of 62.60 feet to a 1" rebar to be set;
- Thence N 70° 09' 06" E, a distance of 3.00 feet to a 1" rebar to be set;
- Thence along the arc of a circle curving to the right, having a central angle of 19° 13' 33", a radius of 290.00 feet, a tangent of 49.12 feet, a chord of 96.85 feet, a chord bearing of S 08° 26' 59" E, and an arc length of 97.31 feet to a 1" rebar to be set;
- Thence along the arc of a circle curving to the left, having a central angle of 82° 50' 37", a radius of 10.00 feet, a tangent of 8.82 feet, a chord of 13.23 feet, a chord bearing of S 40° 15' 31" E, and an arc length of 14.46 feet to a 1" rebar to be set;
- Thence S 81° 40' 50" E, a distance of 7.24 feet to a 1" rebar to be set;
- Thence along the arc of a circle curving to the left, having a central angle of 56° 15' 04", a radius of 10.00 feet, a tangent of 5.35 feet, a chord of 9.43 feet, a chord bearing of N 70° 11' 38" E, and an arc length of 9.82 feet to a 1" rebar to be set;
- Thence along the arc of a circle curving to the right, having a central angle of 292° 30' 07", a radius of 80.00 feet, a chord of 88.89 feet, a chord bearing of S 08° 19' 10" W, and an arc length of 408.41 feet to a 1" rebar to be set;
- Thence along the arc of a circle curving to the left, having a central angle of 56° 15' 04", a radius of 10.00 feet, a tangent of 5.35 feet, a chord of 9.43 feet, a chord bearing of N 53° 33' 18" W, and an arc length of 9.82 feet to a 1" rebar to be set;
- Thence N 81° 40' 50" W, a distance of 11.51 feet to a 1" rebar to be set;
- Thence along the arc of a circle curving to the left, having a central angle of 77° 57' 02", a radius of 10.00 feet, a tangent of 8.09 feet, a chord of 12.58 feet, a chord bearing of S 59° 20' 39" W, and an arc length of 13.60 feet to a 1" rebar to be set;
- Thence along the arc of a circle curving to the right, having a central angle of 2° 17' 31", a radius of 290.00 feet, a tangent of 5.80 feet, a chord of 11.60 feet, a chord bearing of S 21° 30' 54" W, and an arc length of 11.60 feet to a 1" rebar to be set;
- Thence N 67° 20' 21" W, a distance of 80.00 feet to a 1" rebar to be set;
- Thence along the arc of a circle curving to the left, having a central angle of 30° 56' 06", a radius of 210.00 feet, a tangent of 58.11 feet, a chord of 112.01 feet, a chord bearing of N 7° 11' 36" E, and an arc length of 113.38 feet to a 1" rebar to be set;
- Thence S 87° 11' 27" W, a distance of 165.49 feet to a 1" rebar to be set;
- Thence N 06° 00' 09" W, a distance of 147.58 feet to a 1" rebar to be set;
- Thence N 35° 42' 37" W, a distance of 352.55 feet to a 1" rebar to be set;
- Thence N 04° 40' 22" W, a distance of 169.94 feet to a 1" rebar to be set;
- Thence S 85° 19' 38" W, a distance of 59.49 feet to a 1" rebar to be set;
- Thence N 04° 40' 22" W, a distance of 159.00 feet to a 1" rebar to be set;
- Thence N 42° 50' 01" W, a distance of 37.93 feet to a 1" rebar to be set;
- Thence S 82° 27' 17" W, a distance of 95.57 feet to a 1" rebar to be set;
- Thence S 52° 47' 30" W, a distance of 128.24 feet to a 1" rebar to be set;
- Thence S 32° 37' 18" W, a distance of 207.56 feet to a 1" rebar to be set;

Kristen Sealise, Summit Co Fiscal Office

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Legal Description
Stonewater Phase I - 20.2905 Acres
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Thence N 54° 44' 09" W, a distance of 26.62 feet to a 1" rebar to be set;
 Thence N 86° 48' 39" W, a distance of 90.13 feet to a 1" rebar to be set;
 Thence S 72° 45' 29" W, a distance of 54.11 feet to a 1" rebar to be set;
 Thence N 00° 01' 58" E, a distance of 532.99 feet to a 1" rebar to be set;
 Thence S 80° 25' 40" E, along the southerly line of lands now or formerly owned by Scott William Jones as recorded in Reception #54775457 of the Summit County records, a distance of 208.05 feet to a 3/4" iron pipe found;
 Thence N 05° 04' 05" E, along the easterly line of said Jones lands, passing over a 1/2" iron pipe found at 389.97 feet, a distance of 420.00 feet to a PK nail found;
 Thence S 78° 10' 57" E, along the centerline tangent of said Old Mill Road, a distance of 175.91 feet to a 1" iron bar found;
 Thence S 74° 01' 13" E, along the centerline tangent of said Old Mill Road, a distance of 415.38 feet to a 3/4" iron bar found;
 Thence S 71° 11' 11" E, along the centerline tangent of said Old Mill Road, a distance of 197.05 feet to a 3/4" rebar found;
 Thence S 74° 20' 17" E, along the centerline tangent of said Old Mill Road, a distance of 20.44 feet to a PK Nail set;
 Thence S 15° 39' 43" W a distance of 30.00 feet to a 1" rebar to be set; and the True Place of Beginning and containing 20.2905 Acres of land, more or less, as surveyed in August, 2003 by Gary R. Rouse, Registered Surveyor No. 6867 with GBC Design, Inc., but subject to all legal hghways and any restrictions, reservations or easements of record.

**Basis of Bearing for this survey is the Ohio State Plane Coordinate System NAD 83.



 Gary R. Rouse - Reg. No. 6867


62-05444
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Kristen Scalise, Summit Co Fiscal Office

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 John R Danofrio

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 John R Danofrio, Summit Fiscal Officer

04-061

STONEWATER PHASE ONE

TOWNSHIP OF TWINSBURG, COUNTY OF
SUMMIT STATE OF OHIO AND KNOWN AS
BEING PART OF LOT 25, LOT 26 TRACT 3,
AND PART OF THE MILL TRACT OF
ORIGINAL TWINSBURG TOWNSHIP

LOT 25
LOT 26
CORNER, 2001



GBC DESIGN, Inc.
2001
2001

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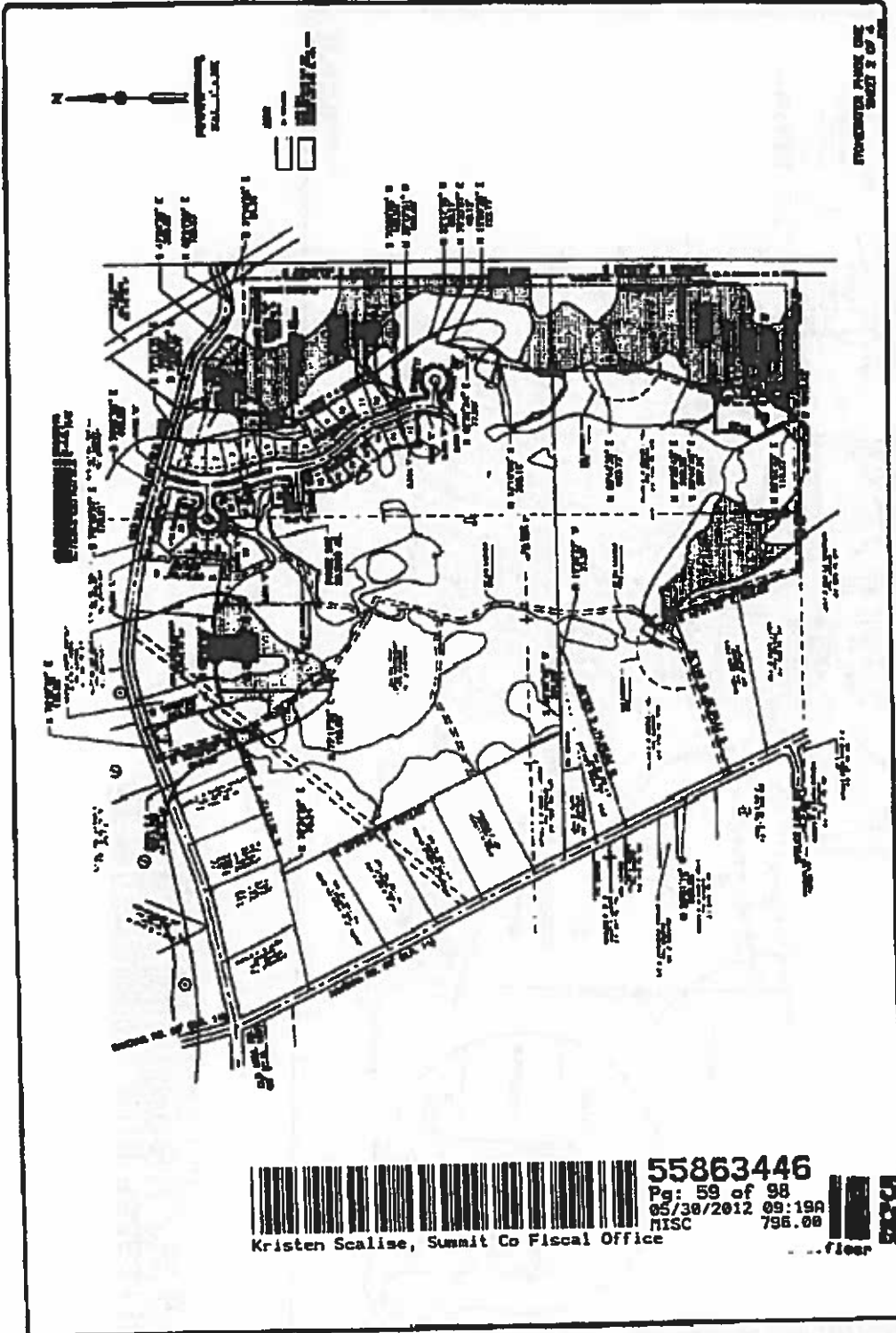
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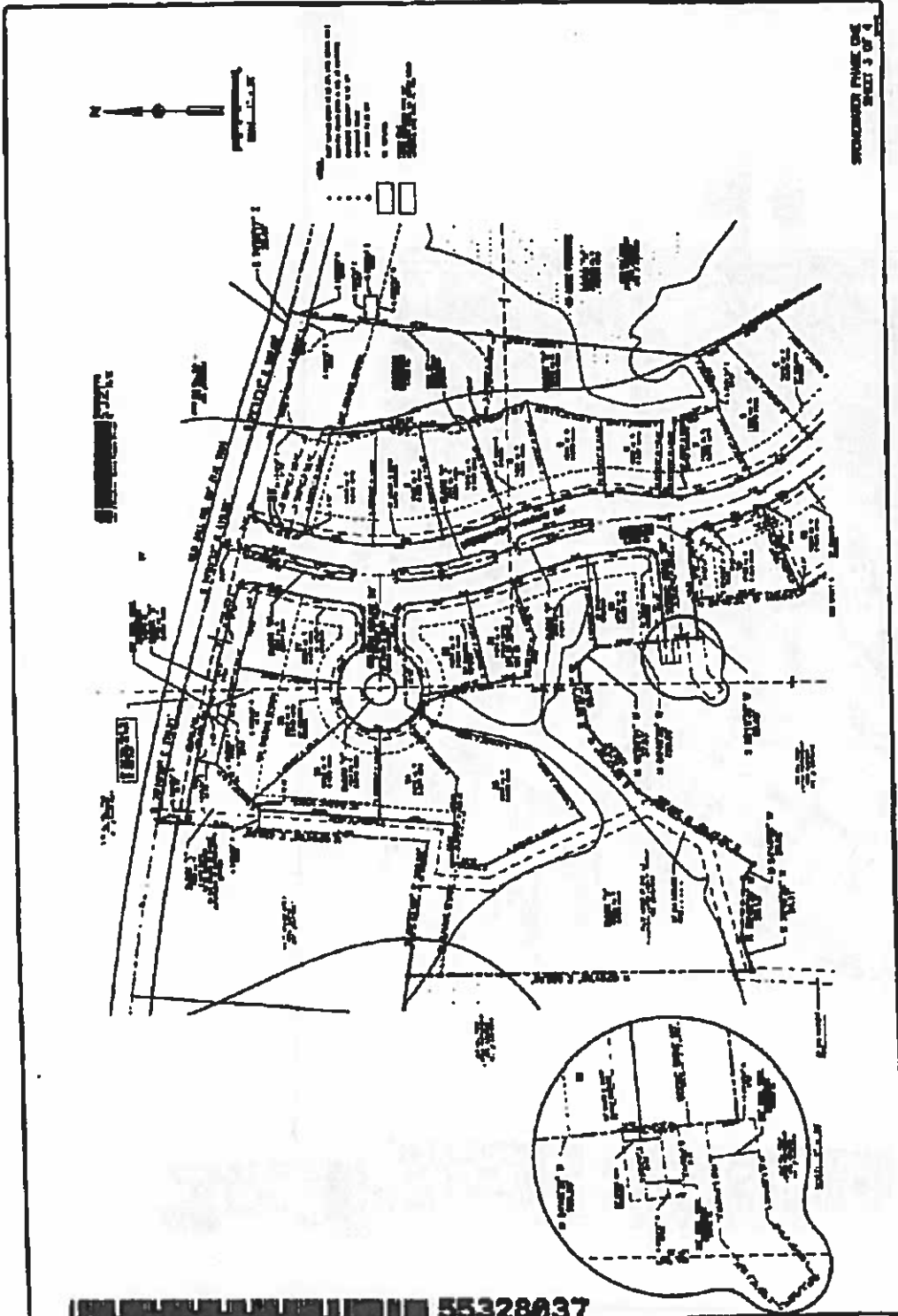
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 Kristen Scallise, Summit Co Fiscal Office

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 John R. Barafrio, Summit Fiscal Officer

04-001

Site plan diagram showing building footprints, parking lots, and site boundaries. Includes a north arrow, a circular inset map, and a legend.

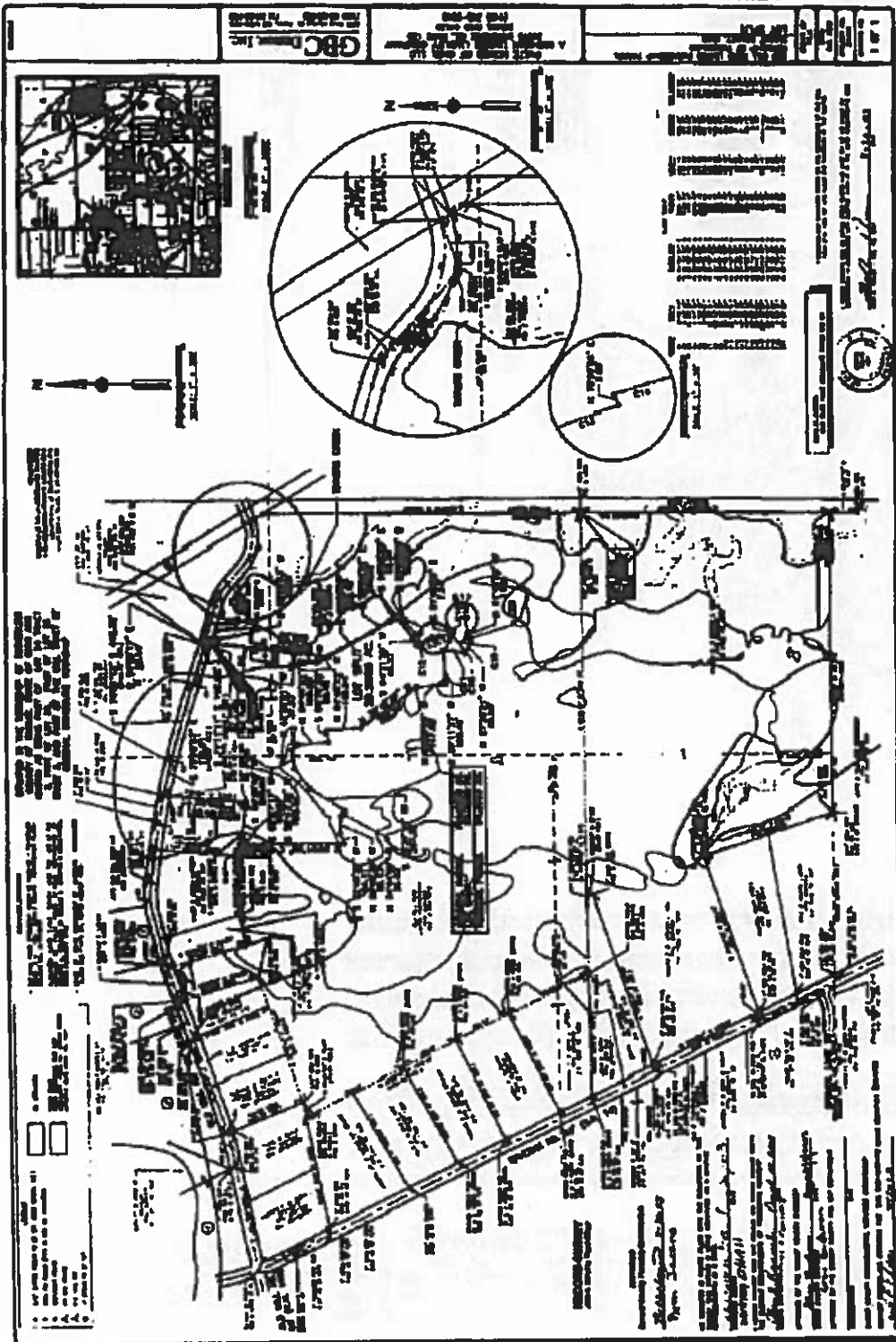
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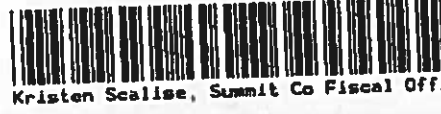
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Kristen Sealise, Summit Co Fiscal Office



TRANSFER NOT NECESSARY
John A. Donofrio, Fiscal Officer

TRANSFER NOT NECESSARY
SEC. 319.202 REV. CODE COMPLIED WITH
EXEMPT

Consideration
JOHN A. DONOFRIO By 11/2
Fiscal Officer Deputy Fiscal Officer
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John A. Donofrio, Summit Fiscal Officer

**EXHIBIT D
INSPECTION AND PERPETUAL MAINTENANCE AGREEMENT
STORM WATER BEST MANAGEMENT PRACTICES FOR
NATURES PRESERVE SUBDIVISION PHASE 1**

This Inspection and Perpetual Maintenance Agreement, made this 11th day of July 2011, by and between the Nature's Preserve of Twinsburg Homeowners' Association, (hereinafter referred to as the "Owner"), Stonewater One, LLC (the "Developer") and the County of Summit (the "County"), acting through the County Executive for the SUMMIT COUNTY ENGINEER, hereafter referred to as the "Engineer", provides as follows:

WHEREAS, Stonewater One, LLC currently owns and plans to develop certain real estate currently known as Summit County Parcel No. 6205774 ("Property") as a 106 single family residential lot subdivision known as Nature's Preserve pursuant to the Planned Residential Development Agreement filed as Summit County Fiscal Office Instrument No. 55734269; and,

WHEREAS, Stonewater One, LLC will construct a storm water management system consisting of the following storm water management practices: cast storm water grates, and frames, catch basins, inlet basins, storm sewers, manholes, underdrains, rock channel protection, storm water flow paths, swales, easement, retention basin, filter berm and bioretention area as shown and described on the approved Phase 1 Improvement Plans ("Stormwater Management Facilities"); and,

WHEREAS, the Owner shall own and will be responsible to maintain the Stormwater Management Facilities; and,

WHEREAS, the County requires that on-site stormwater management facilities as shown on the plan be constructed by Stonewater One, LLC and adequately maintained by the Owner; and,

WHEREAS, the NPDES permit requires location maps of all subdivisions be included as part of the appendices of the maintenance agreements (See Appendix ___) with details of the specific practices to be maintained, details of the practices, outlet structures and the post construction outlets, and any special maintenance needs for each practice described,

NOW, THEREFORE, for and in consideration of the mutual covenants and undertaking of the parties, the parties hereby agree as follows;

SECTION 1. FINAL INSPECTION REPORTS AND AS BUILT CERTIFICATION

The Owner shall certify in writing to the Engineer within 30 days of completion of the storm water management practices that the storm water management practices are constructed in accordance with the approved plans and specifications. The Owner shall

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Kristen Scalise, Summit Co Fiscal Office

further provide As Built Certifications (including monumenting and staking) of the locations of all access and maintenance easements and each storm water management practice, including those practices permitted to be located in, or within 50 feet of water resources, and drainage areas served by each storm water management practice.

SECTION 2. PERPETUAL MAINTENANCE PLANS FOR THE STORM WATER MANAGMENT PRACTICES

The Owner agrees to maintain in perpetuity the storm water management facilities, practices and post construction water quality practices in accordance with approved Maintenance Plans and listed below and in a manner that will permit the storm water management facilities to perform the purposes for which they were designed and constructed, all as shown and described in the approved Nature's Preserve Phase 1 Improvement Plans. This includes all pipes and channels built to convey storm water to the storm water management facilities, as well as structures, improvements, and vegetation provided to control the quantity and quality of the storm water that have been constructed outside of the road rights of way.

1. The Owner shall provide a Maintenance Plan for each storm water management facility. The Maintenance Plans shall include a schedule for quarterly and annual maintenance. The Owner shall maintain and update the maintenance records for the storm water management practices. The specific maintenance plans for each Stormwater Management Facilities practice are as follows ("Maintenance Plan"):

A. Retention Basin

Maintenance to be completed every 3 MONTHS by the OWNER.

- (1) Remove trash and/or accumulated sediment from pond area,
- (2) Remove obstructions in orifices and/or outlets within pond
- (3) Remove debris and sediment from inlet pipes, outlet pipes and structures
- (4) Observe overall condition of retention ponds and note deficiencies.
- (5) Inspect all 100 year flood paths, storm water swales and storm water easement areas to detect and remove home owner constructed obstructions to the storm water pathway. Obstructions to be removed include, but are not limited to landscaped areas, flower beds, gardens, sheds, trees, shrubbery, fences, mounds of earth to re-direct or prevent surface flows of water, and any obstacle that would impede the flow of surface water or impede direct access to the remaining portion of the storm water easement area.
- (6) Prepare a quarterly Maintenance Report detailing work performed, date of performance, equipment and personnel involved in the performance of the work and recording all noted deficiencies and action required to correct deficiencies. Quarterly reports are to be submitted to the Engineer (538 East South Street, Akron, Ohio 44311).

Maintenance to be completed ANNUALLY by the OWNER.

Kristian Sealise, Summit Co Fiscal Office

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- (1) Repair any erosion to the outfall or spillway of the basin,
- (2) Repair and/or replace damaged structures, such as catch basins, risers, pipes and headwalls,
- (3) Mow embankments and remove vegetative growth from pond area including embankments.
- (4) Repair animal burrows and/or other leaks in dam structures.
- (5) Inspect for invasive plants and treat as needed to prohibit the spread of invasive plants.
- (6) Prepare an annual Maintenance Report detailing work performed, date of performance, equipment and personnel involved in the performance of the work and recording all noted deficiencies and action required to correct deficiencies

Sediment Removal:

- (1) Sediment shall be removed from the retention basin when it reaches the specific elevation of 1092.00

B. Bioretention Area

Maintenance to be completed every 3 MONTHS by the OWNER.

- (1) Remove any accumulated trash and/or debris from the bioretention area,
- (2) Remove and replace any diseased or dead plant material. If specific species are not successful in the bioretention area, replace as appropriate to ensure full vegetation as designed.
- (3) Inspect for invasive plants and treat as needed to prohibit the spread of invasive plants.
- (4) Observe overall condition of bioretention area and note deficiencies.
- (5) Inspect all 100 year flood paths, storm water swales and storm water easement areas to detect and remove home owner constructed obstructions to the storm water pathway. Obstructions to be removed include, but are not limited to landscaped areas, flower beds, gardens, sheds, trees, shrubbery, fences, mounds of earth to re-direct or prevent surface flows of water, and any obstacle that would impede the flow of surface water or impede direct access to the remaining portion of the storm water easement area.
- (6) Prepare a quarterly Maintenance Report detailing work performed, date of performance, equipment and personnel involved in the performance of the work and recording all noted deficiencies and action required to correct deficiencies. Quarterly reports are to be submitted to the Engineer (538 East South Street, Akron, Ohio 44311).

Maintenance to be completed ANNUALLY by the OWNER.

- (1) Repair all areas that have eroded and re-plant proper vegetative cover as necessary.
- (2) Ensure cell is dewatering within 1.66 days (40 hours) as required by Ohio EPA and the flow is not bypassing the bioretention area. Repair facility as necessary to ensure functionality.



(3) Prepare an annual Maintenance Report detailing work performed, date of performance, equipment and personnel involved in the performance of the work and recording all noted deficiencies and action required to correct deficiencies

2. The Owner shall perform all maintenance in accordance with the above Maintenance Plan and shall complete all repairs identified through regular inspections, and any additional repairs as requested in writing by the County.

SECTION 3. INSPECTION AND REPAIRS OF STORM WATER MANAGEMENT PRACTICES

1. The Owner shall inspect all Stormwater Management Facilities listed above, every three (3) months and after major storm events.
2. The Owner shall submit inspection reports in writing to the Summit County Engineer within 30 days of completion of each inspection. The reports shall include the following:

A sketch showing the general layout, location, and condition of storm water best management practices (BMP's), summary of all maintenance activities since last annual inspection, photos and description of all BMP design features, indications of any deviation from approval plan for BMP, identification of improvements necessary to restore original design function, maintenance activities required in the next 6 months, identification and contact information of entity responsible for BMP, and identification and contact information for engineer preparing the report, including signature and seal. The reporting engineer shall be from an outside agency and paid for by the Owner.

3. The Owner grants permission to the Engineer or its agent to enter the Property and to inspect all aspects of the storm water management practices and related drainage whenever the Engineer deems necessary. The Engineer shall provide the Owner copies of the inspection findings and a directive to commence with repairs if necessary.
4. The Owners shall make all repairs within fourteen (14) days of their discovery through Owner inspections or through a written request from the Engineer. If repairs cannot occur within this fourteen (14) day period, the Owner must receive approval from the Engineer to a revision of the repair schedule.
5. In the event of any default or failure by the Owner in the performance of any of the covenants and warranties pertaining to the maintenance of the Stormwater Management Facilities, or the Owner fails to maintain the Stormwater Management Facilities in accordance with the approved design standards and Maintenance Plan, or, in the event of an emergency as determined by the

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Engineer in its sole discretion, the Engineer shall provide written notice to comply with the requirements of this Section. If the Owner, after receiving the notice required by this Section, fails, neglects, or refuses within thirty (30) days to comply with any written notice of the Engineer, the Engineer may enter the Property and take whatever steps are necessary to correct deficiencies and to charge the actual cost of such repairs to the Owner. The Owner shall reimburse the Engineer upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the County. All costs expended by the County in performing such necessary maintenance or repairs shall constitute a lien against the properties of the Owner. Nothing herein shall obligate the County to maintain the Stormwater Management Facilities.

SECTION 4. FUNDING

The Owner shall specify the method of funding for the additional perpetual inspection, operation, and maintenance of the Stormwater Management Facilities listed above. The funding mechanism shall be approved by the Engineer.

1. Since this subdivision is being assessed for a portion of the expenses for maintenance and inspection of the storm water management practices listed in this agreement the Owner shall become obligated for the remainder of the expenses to fully comply with this agreement.
2. The Engineer agrees to place a perpetual assessment for maintenance on the subdivision and review and adjust the assessment amount periodically to cover a portion of the maintenance costs.

SECTION 5. INDEMNIFICATION

1. The Owner hereby agrees that it shall save, hold harmless, and indemnify the County and the Engineer and its employees and officers from and against all liability, losses, claims, demands, costs and expense arising from, or out of, default or failure by the Owner to maintain the Stormwater Management Facilities, in accordance with the terms and conditions set forth herein, or from acts of the Owner arising from, or out of, the construction, operation, repair or maintenance of the Stormwater Management Facilities.
2. The parties hereto expressly do not intend by execution of this Inspection and Maintenance Agreement to create in the public, or any member thereof, any rights as a third party beneficiary or to authorize anyone not a party hereof to maintain a suit for any damages pursuant to the terms of the Inspection and Maintenance Agreement.



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3. This Inspection and Maintenance Agreement shall be a covenant that runs with the land and shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns, and all subsequent owners of the property.
4. The current Owner shall promptly notify the County when the Owner legally transfers any of the Owner's responsibilities for the Stormwater Management Facilities. The Owner shall supply the County with a copy of any document of transfer, executed by both parties.
5. Upon execution of this Inspection and Maintenance Agreement, it shall be recorded in the Fiscal Office of County of Summit, Ohio.

IN WITNESS WHEREOF, the parties hereto have affixed their hands, the DEVELOPER by his signature and the COUNTY by the signatures of the County Executive and the Summit County Engineer.

Nature's Preserve of Twinsburg
Homeowners' Association, Inc.

by: JERRY MAZUCHOWSKI
(Please type or print)

Jerry Mazuchowski
Signature

title: President

State of OHIO, County Of Summit ss:

Be It Remembered that on the 29 day of June, 2011, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Jerry Mazuchowski who signed or acknowledged the signing of the foregoing instrument to be his own act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

SHANNA L. MCDOWELL
NOTARY PUBLIC - STATE OF OHIO
Recorded in Summit County
My Commission Expires Nov. 23, 2013

Shanna L. McDowell
Notary Public

My Commission expires: Nov. 23, 2013

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by: John R. Morris III
(Please type or print)

Signature [Handwritten Signature]

title: Managing Member
Stonewater One, LLC

State of OHIO, County Of Summit ss:

Be It Remembered that on the 29th day of June, 2011, before me the subscriber, a Notary Public in and for said state and county, personally came the above named John R. Morris III, who signed and acknowledged the signing of the foregoing instrument to be his voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

[Handwritten Signature]
Notary Public **ERYN MYERS** SMO
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires May 19, 2012

APPROVED AS TO FORM:
[Handwritten Signature]
DEBORAH MATZ, LAW DIRECTOR
COUNTY OF SUMMIT back

COUNTY OF SUMMIT:
[Handwritten Signature]
RUSSELL M. PRY
COUNTY EXECUTIVE back

Date: 7/11/11

APPROVED AS TO FORM:
[Handwritten Signature]
SHERRY B. WALSH
SUMMIT COUNTY PROSECUTOR

COUNTY OF SUMMIT:
[Handwritten Signature]
ALAN BRUBAKER, P.E., P.S.,
SUMMIT COUNTY ENGINEER

Date: 7.1.11

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EXHIBIT E
Chart and Map of Maintenance Responsibilities

Item of Maintenance*	Ownership	Responsibility For Cost of Maintenance /Repair**	Responsibility For Performance of Maintenance/Repair**
Utilities that are part of the Common Elements	Association	Association	Association
Lot Driveways	Lot Owner	Lot Owner	Lot Owner
Sidewalks along streets	Lot Owner	Lot Owner	Lot Owner
Sidewalks within Lot line	Lot Owner	Lot Owner	Lot Owner
Porch Slab	Lot Owner	Lot Owner	Lot Owner
Porch Structure	Lot Owner	Lot Owner	Lot Owner
Patios/Privacy Fences	Lot Owner	Lot Owner	Lot Owner
Decks	Lot Owner	Lot Owner	Lot Owner
Windows	Lot Owner	Lot Owner	Lot Owner
Shutters	Lot Owner	Lot Owner	Lot Owner
Roof	Lot Owner	Lot Owner	Lot Owner
Fire Suppression Sprinklers in Dwelling Units (if applicable)	Lot Owner	Lot Owner	Lot Owner
Siding	Lot Owner	Lot Owner	Lot Owner
Landscaping of Lot	Lot Owner	Lot Owner	Lot Owner
Landscaping of Common Elements	Association	Association	Association
Grass on Lot	Lot Owner	Lot Owner	Lot Owner
Trim Work	Lot Owner	Lot Owner	Lot Owner
Exterior Doors	Lot Owner	Lot Owner	Lot Owner
Sliding Glass Doors	Lot Owner	Lot Owner	Lot Owner
Garage Doors	Lot Owner	Lot Owner	Lot Owner
Insurance (Common Elements)	Association	Public liability and casualty damage on Common Elements by Association	N/A

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Item of Maintenance*	Ownership	Responsibility For Cost of Maintenance /Repair**	Responsibility For Performance of Maintenance/Repair**
Insurance (Lots and Dwelling Unit)	Lot Owner	Lot Owner	N/A

***FOR ANY ITEM NOT LISTED THE RESPONSIBILITY FOR COST AND THE PERFORMANCE SHALL BE THE RESPONSIBILITY OF THE OWNER OF THAT ITEM.**

****UNLESS OTHERWISE PROVIDED IN THE DECLARATION, MAINTENANCE/REPAIR SHALL INCLUDE THE OBLIGATION TO REPLACE.**

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* RETURN TO:
TWINSBURG TOWNSHIP
1790 ENTERPRISE PKWY
TWINSBURG, OH 44087

EXHIBIT F
NATURE'S PRESERVE

PLANNED RESIDENTIAL DEVELOPMENT AGREEMENT

This PLANNED RESIDENTIAL DEVELOPMENT AGREEMENT (this "Agreement") made this 16th day of October 2010 (the "date of this Agreement") by and between Stonewater One LLC, an Ohio Limited Liability Company (the "Developer"), having its principal office at 8530 N. Boyle Parkway, Twinsburg, Ohio 44087, and the TOWNSHIP OF TWINSBURG, County of Summit, State of Ohio (the "Township"), having its principal office at 1790 Enterprise Parkway, Twinsburg, OH 44087.

WITNESSETH:

WHEREAS, the Developer owns and desires to develop land located in the Township, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Land"); and

WHEREAS, Chapter 16 of the Township Zoning Resolution provides for a Planned Residential Development as an optional method of development allowing a mixture of certain types of residential uses with open space and amenities in order to encourage the use of land in accordance with its character and adaptability; conserve natural resources, natural features, and energy; encourage innovation in land use planning; provide enhanced housing, employment, shopping, traffic circulation, and recreational opportunities for the people of the Township; ensure compatibility of design and use between neighboring properties; encourage development that is consistent with the Comprehensive Plan; and promote rural open space development that preserves the Township's rural character and encourages the preservation of agricultural lands; and

WHEREAS, the Developer desires to develop the Land as a Planned Residential Development pursuant to the Zoning Resolution, to be known as "Nature's Preserve" (the "Project"); and

WHEREAS, an application and site plan for the Project, a copy of which is attached hereto as Exhibit "B" and made a part hereof (the "PRD Plan"), were submitted to the Township, reviewed by the Township Zoning Commission, and approved by the Township Zoning Commission, pursuant to the Zoning Resolution including all necessary modifications therefrom, and subject to the Developer and the Township entering into this Agreement setting forth the conditions upon which such approval is based; and



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* RETURN TO:
TWINSBURG TOWNSHIP
1790 ENTERPRISE PKWY
TWINSBURG, OH 44087 NATURE'S PRESERVE

PLANNED RESIDENTIAL DEVELOPMENT AGREEMENT

This PLANNED RESIDENTIAL DEVELOPMENT AGREEMENT (this "Agreement") made this 25th day of OCTOBER 2010 (the "date of this Agreement") by and between Stonewater One LLC, an Ohio Limited Liability Company (the "Developer"), having its principal office at 8530 N. Boyle Parkway, Twinsburg, Ohio 44087, and the TOWNSHIP OF TWINSBURG, County of Summit, State of Ohio (the "Township"), having its principal office at 1790 Enterprise Parkway, Twinsburg, OH 44087.

WITNESSETH:

WHEREAS, the Developer owns and desires to develop land located in the Township, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Land"); and

WHEREAS, Chapter 16 of the Township Zoning Resolution provides for a Planned Residential Development as an optional method of development allowing a mixture of certain types of residential uses with open space and amenities in order to encourage the use of land in accordance with its character and adaptability; conserve natural resources, natural features, and energy; encourage innovation in land use planning; provide enhanced housing, employment, shopping, traffic circulation, and recreational opportunities for the people of the Township; ensure compatibility of design and use between neighboring properties; encourage development that is consistent with the Comprehensive Plan; and promote rural open space development that preserves the Township's rural character and encourages the preservation of agricultural lands; and

WHEREAS, the Developer desires to develop the Land as a Planned Residential Development pursuant to the Zoning Resolution, to be known as "Nature's Preserve" (the "Project"); and

WHEREAS, an application and site plan for the Project, a copy of which is attached hereto as Exhibit "B" and made a part hereof (the "PRD Plan"), were submitted to the Township, reviewed by the Township Zoning Commission, and approved by the Township Zoning Commission, pursuant to the Zoning Resolution including all necessary modifications therefrom, and subject to the Developer and the Township entering into this Agreement setting forth the conditions upon which such approval is based; and

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Nature's Preserve Planned Residential Development Agreement

WHEREAS, the components of the PRD Plan are generally summarized as follows:

- a. The Land is located in an R-1 (Single and Two Family Low Density Residential) Zoning District.
- b. The Project shall include 106 single family dwelling units.
- c. The Project shall include 79.6+/- acres of open space, as well as the following amenities: Pavilion structure along Tinker's Creek. Open space and amenities shall be set aside by means of a recorded plat with Summit County and shall be owned and maintained by the Nature's Preserve Homeowners' Association (the "Association").
- d. The Project shall incorporate the following roadway and traffic improvements: Public roadways throughout the Project. A note has been added to the PRD Plan stating that the applicant will design and construct a deceleration lane along Old Mill Road.
- e. The Project shall incorporate the following pedestrian circulation improvements: Sidewalks along both sides of the street for most internal streets and along one side of Amelia Lane, and a pedestrian path system internal to the Project.
- f. The Project shall incorporate following utility improvements: public water, sanitary sewer, and street lights. Street lights shall be provided in public rights-of-way in the Project in accordance with the PRD Plan. Operating and maintenance costs for all street lights in the Project shall be the responsibility of the Association. Per Section 16.14.e of the Zoning Resolution, the Developer shall, on behalf of all property owners in the Project, petition the Township for establishment and creation of a lighting assessment district in accordance with Chapter 515 of the Ohio Revised Code.
- g. The Project shall preserve the following natural resources and natural features: All of the 79.6+/- acres of open space within the Project.
- h. The Project shall incorporate the following landscaping improvements: Construction of all landscape improvements as indicated on the PRD Plan.
- i. Eight modifications have been granted as part of PRD Plan approval, as summarized on the PRD Plan.



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Nature's Preserve Planned Residential Development Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Developer and the Township do hereby agree as follows:

- (1) Within 60 days after the date of this Agreement, the Developer shall prepare and submit proposed Homeowner Association documents, including but not limited to bylaws, declaration, covenants, conditions, restrictions, and design guidelines. Such documents shall be reviewed by the Township pursuant to applicable requirements, to ensure that they are substantially consistent with the PRD Plan.
- (2) Within 365 days after the date of this Agreement, the Developer shall prepare and submit, for applicable review and approval pursuant to the Summit County Subdivision Regulations and all other applicable requirements, all final plans or plats as required. Such plans or plats, and such documentation shall be reviewed by the Township pursuant to applicable requirements, and to ensure that they are substantially consistent with the PRD Plan.
- (3) Within 365 days after the date of this Agreement, the Developer shall prepare and submit, for applicable reviews and approvals, detailed plans for all improvements proposed as part of the development. Such plans shall be reviewed by the Summit County Engineer and other applicable agencies pursuant to applicable requirements, as well as by the Township to ensure that they substantially conform to the PRD Plan.
- (4) Within 365 days after the date of this Agreement, and upon receiving approval of all applicable final plans or plats, documentation, and improvement plans, the Developer shall commence construction of the development in accordance with the PRD Plan, such approved plans or plats, documentation, and improvement plans, along with all applicable statutes, resolutions, rules, and regulations, including but not limited to the Zoning Resolution.
- (5) Prior to issuance of the first Certificate of Occupancy for any phase of the Project, the Developer shall substantially complete the construction and installation of proposed and required amenities and landscape materials for that phase, and shall substantially complete development or preparation of any open space which is proposed to be developed in that phase, weather permitting. For the purposes of this Agreement, date of substantial completion for any phase of the Project shall be determined by the date when construction is sufficiently completed so that the Developer can occupy or use that phase for the intended purpose. By way of example, roads and other infrastructure in the Project, or part thereof, shall have been constructed and installed, or shall have performance guarantees in place with the respective authorities for such improvements. In addition, landscaping and all open space amenities in any phase of the Project shall have been completed to the extent that they may be used by residents of the Project, weather permitting.

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Nature's Preserve Planned Residential Development Agreement

- (6) Within 1,825 days (5 years) after the date of this Agreement, the Developer shall complete construction of the Project.
- (7) The Developer agrees to cooperate with the Township in the establishment of any special assessment district(s), and in the levying of any special assessments(s), that the Township determines to be necessary to effect the construction and/or maintenance of any Project improvements and/or amenities.
- (8) The Developer and the Township agree to amend this Agreement and the Exhibits attached hereto as may be necessary or required to comply with the requirements of any federal, state, county or local statute, resolution, rule, regulation or requirement relating to the Project, and that any such amendment shall be effective as if originally set forth herein. The Developer and the Township agree to amend this Agreement and the Exhibits attached hereto as shall be necessary or required in order to conform them to any final surveys and any final plats or plans which shall have been approved by the Township from time to time.
- (9) This Agreement shall not be modified, replaced, amended, or terminated without the prior written consent of the Developer and the Township. The Developer and the Township shall be entitled to modify, replace, amend, or terminate this Agreement in accordance with the procedures outlined within the Zoning Resolution without the consent of another person or entity whatsoever, regardless of whether such person or entity now or hereafter has any interest in the Land, including residential lot owners, mortgagees, tenants, and others. In the event that there exists a conflict between the terms and provisions of this Agreement and the provisions of the Zoning Resolution, the provisions of this Agreement shall control. Any violation of the terms of this Agreement shall be deemed a violation of the Zoning Resolution, and the remedies of the Township for a violation shall be such remedies as are provided by and for a violation of the Zoning Resolution in addition to all other legal remedies available to the Township, including but not limited to an action for specific performance filed in the Summit County Court of Common Pleas.
- (10) The approval of the PRD Plan and the terms, provisions, and conditions of this Agreement are for the benefit of the Land and shall run with the Land, and shall bind and inure to the benefit of the parties to this Agreement and their successors and assigns.



Kristen Scalise, Summit Co Fiscal Office

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Nature's Preserve Planned Residential Development Agreement

IN WITNESS WHEREOF, the Developer and the Township have been executed this Agreement the day above stated.

WITNESS:

Stonewater One LLC, an Ohio Limited Liability Company

~~Handwritten signature~~
RSK

By: Handwritten signature
John R. Morris, III, Managing Member

WITNESS:

TWINSBURG TOWNSHIP
COUNTY OF SUMMIT, OHIO

Handwritten signature
ROBERT S. KAGLER

By: Handwritten signature
Thomas O. Schmidt, Chair

Handwritten signature
ROBERT S. KAGLER

By: Handwritten signature
James C. Balogh, Vice Chair

Handwritten signature
ROBERT S. KAGLER

By: Handwritten signature
Janey DeBadio, Trustee

APPROVED AS TO LEGAL FORM:
Handwritten signature
Alfred E. Schrader, Township Attorney

This instrument was prepared by Robert S. Kagler, AICP, Associate AIA
Township Manager
Twinsburg Township
1790 Enterprise Pkwy.
Twinsburg, OH 44087



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Officer

Nature's Preserve Planned Residential Development Agreement

STATE OF OHIO)
)
COUNTY OF Summit) SS

The foregoing instrument was acknowledged before me this 20 day of October, by John R. Morris, III, Managing Member of Stonewater One LLC, an Ohio Limited Liability Company of Ohio Limited Liability Company.



Shanna L. McDowell
Notary Public, Summit County, Ohio
My Commission expires on Nov. 23, 2013
SHANNA L. McDOWELL
NOTARY PUBLIC - STATE OF OHIO
Recorded in Summit County
My commission expires Nov. 23, 2013

STATE OF OHIO)
)
COUNTY OF SUMMIT) SS

The foregoing instrument was acknowledged before me this 20th day of October, 2010, by THOMAS O. SCHMIDT, Chair of the Board of Trustees of the Township of Twinsburg, County of Summit, State of Ohio.



Tania Johnson
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 12-21-10

Tania L. Johnson
Notary Public, Summit County, Ohio
My Commission expires on 12-21-10

STATE OF OHIO)
)
COUNTY OF SUMMIT) SS

The foregoing instrument was acknowledged before me this 20th day of October, 2010, by JAMES C. BALOGH, Vice Chair of the Board of Trustees of the Township of Twinsburg, County of Summit, State of Ohio.



Tania Johnson
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 12-21-10

James C. Balogh
Notary Public, Summit County, Ohio
My Commission expires on 12-21-10

STATE OF OHIO)
)
COUNTY OF SUMMIT) SS

The foregoing instrument was acknowledged before me this 20th day of October, 2010, by JAMEY DeFABIO, Trustee of the Township of Twinsburg, County of Summit, State of Ohio.



Tania Johnson
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 12-21-10

Jamey DeFazio
Notary Public, Summit County, Ohio
My Commission expires on 12-21-10



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Kristen Scalise, Summit Co Fiscal Office

Nature's Preserve Planned Residential Development Agreement

EXHIBIT A

At the time of approval, the Project area consisted of one Permanent Parcel Number, as follows:

1. 6205774 – see also legal description attached.



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Legal Description:

Situated in the Township of Twinsburg, County of Summit, State of Ohio and know as being part of Lot 24 Tract 3, part of Lot 25, part of Lot 28 Tract 3, and part of the Mill Tract of Original Twinsburg Township and also known as being part of land now or formerly owned by Stonewater One, LLC as recorded in Reception #55488069 of the Summit County records and more fully described as follows:

Beginning at a 1" rebar to be set at the southwesterly corner of Block "M" of Stonewater Phase One as recorded in Reception #55022078 of the Summit County records, which is the True Place of Beginning for the parcel of land herein described;

Thence S 89° 48' 52" W, along the southerly line of said Twinsburg Township, also being the southern line of said Lot 25, and along the southern line of said Lot 24 Tract 3, passing over a 3/4" iron pipe found at 650.91, a distance of 651.11 feet to a 1" hex bolt found;

Thence N 18° 51' 23" W, along the easterly line of lands now or formerly owned by Dale & Valerie Lumby as recorded in Deed Volume 7039, Page 347 of the Summit County records, also along the easterly line of land now or formerly owned by Russell Mark Sykes as recorded in Reception #54718779 of the Summit County records, also along the easterly line of lands now or formerly owned by William D. Hall as recorded in Official Record 1785, Page 1078 of the Summit county records, a distance of 769.70 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence S 73° 58' 57" W, continuing along an easterly line of said Hall lands, a distance of 37.25 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set at a point of curvature;

Thence along a northerly line of said Hall lands, along the arc of a circle curving to the right, having a central angle of 44° 41' 09", a radius of 200.0 feet, a tangent of 82.20 feet, a chord of 162.06 feet, a chord bearing of N 83° 40' 26" W, and an arc length of 155.98 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set at a point of tangency;

Thence N 61° 19' 54" W, continuing along a northerly line of said William D. Hall lands, a distance of 98.88 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set a point of curvature;

Thence continuing along the northerly line of said William D. Hall lands, along the arc of a circle curving to the left, having a central angle of 47° 37' 56", a radius of 175.00 feet, a tangent of 77.24 feet, a chord of 141.33 feet, a chord bearing of N 85° 08' 52" W, and an arc length of 145.48 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set at a point of tangency;

Thence S 71° 02' 09" W, continuing along a northern line of said William D. Hall lands, a distance of 392.06 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set at a point of curvature;


Thence continuing along the northerly line of said William D. Hall lands, along the arc of a circle curving to the left, having a central angle of 06° 53' 19", a radius of 175.00 feet, a tangent of 10.53 feet, a chord of 21.03 feet, a chord bearing of S 67° 35' 30" W, and an arc length of 21.04 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set at a point of tangency;

Thence S 64° 08' 50" W, continuing along a northerly line of said William D. Hall lands, a distance of 53.83 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set at a point of curvature;

Thence continuing along the northerly line of said William D. Hall lands, along the arc of a circle curving to the left, having a central angle of 90° 00' 57", a radius of 25.00 feet, a tangent of 25.01 feet, a chord of 35.36 feet, a chord bearing of S 19° 08' 22" W, and an arc length of 39.28 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;


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Thence S 64° 07' 53" W, continuing along a northerly line of said William D. Hall lands, a distance of 30.00 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence N 25° 52' 07" W, along the centerline of Ravenna Road (S.R. 14, 60' wide), a distance of 100.00 feet to a point;

Thence N 64° 07' 53" E, along a southerly line of said William D. Hall lands, a distance of 30.00 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence continuing along the southerly line of said William D. Hall lands, along the arc of a circle curving to the left, having a central angle of 88° 59' 03", a radius of 25.00 feet, a tangent of 24.99 feet, a chord of 35.35 feet, a chord bearing of S 70° 51' 38" E, and an arc length of 39.26 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence N 64° 08' 50" E, continuing along a southerly line of said William D. Hall lands, a distance of 53.88 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set at a point of curvature;

Thence continuing along the southerly line of said William D. Hall lands, along the arc of a circle curving to the right, having a central angle of 08° 53' 19", a radius of 225.00 feet, a tangent of 13.54 feet, a chord of 27.04 feet, a chord bearing of N 87° 35' 30" E, and an arc length of 27.05 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set at a point of tangency;

Thence N 71° 02' 08" E, continuing along a southerly line of said William D. Hall lands, a distance of 392.06 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set at a point of curvature;

Thence continuing along the southerly line of said William D. Hall lands, along the arc of a circle curving to the right, having a central angle of 47° 37' 56", a radius of 225.00 feet, a tangent of 99.31 feet, a chord of 181.71 feet, a chord bearing of S 85° 08' 52" E, and an arc length of 187.05 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set at a point of tangency;

Thence S 81° 19' 54" E, continuing along a southerly line of said William D. Hall lands, a distance of 98.88 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set at a point of curvature;

Thence continuing along the southerly line of said William D. Hall lands, along the arc of a circle curving to the left, having a central angle of 41° 00' 20", a radius of 150.00 feet, a tangent of 58.09 feet, a chord of 105.08 feet, a chord bearing of S 81° 50' 04" E, and an arc length of 107.35 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence N 25° 55' 00" W, continuing along the easterly line of said Hall lands, a distance of 482.34 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence N 70° 55' 41" E, along the southerly line of lands now or formerly owned by Brian J. & Rachel Cleveland as recorded in O.R. 882, Pg. 616 of the Summit County records, a distance of 105.91 feet to a 1" iron pipe (bent) found;

Thence N 15° 28' 27" W, along the easterly line of said Cleveland lands, a distance of 27.30 feet to a point (witnessed by a 2" iron pipe found N 17° 40' 02" W, .034 feet);

Thence N 89° 28' 19" W, along the northerly line of said Cleveland lands, a distance of 391.98 feet to a capped rebar (D.G. Bohning & Assoc.) found;

Thence N 25° 52' 33" W, along the easterly line of parcels recorded in O.R. 1692, Pg. 1225, Rec. #64820880, O.R. 1572, Pg. 635, O.R. 1798, Pg. 1326, O.R. 1711, Pg. 835 all of the Summit County records, passing over a capped rebar (C & A Assoc. #5906) found at 455.16 feet, also passing over a capped rebar (C & A Assoc. #5906) found at 755.48 feet, also passing over a



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capped rebar (C & A Assoc. #5906) found at 1055.50 feet, a distance of 1612.02 feet to a capped rebar (D.G. Bohning & Assoc.) found;

Thence N 78° 34' 26" E, along the southerly line of lands now or formerly owned by Carol A. Bayus as recorded in Rec. #54039095 of the Summit County records, a distance of 75.24 feet to a 3/4" iron pin found;

Thence N 70° 12' 12" E, along the southerly line of lands now or formerly owned by Suzanne D. Pieta & Suzanne D. Schroll as recorded in Rec. #54608627 of the Summit County records, and along the the southerly line of lands now or formerly owned by Darrell & Sandra Hensly as recorded in O.R. 1596, Pg. 42 of the Summit County records, and along the southerly line of lands now or formerly owned by Darrell W. & Carol A. White as recorded in O.R. 981, Pg. 475 of the Summit County records, a distance of 660.07 feet to a 3/4" iron pipe found;

Thence N 16° 09' 04" W, along the easterly line of said White lands, a distance of 413.82 feet to a point (witnessed by a PK Nail found S 54° 53' 37" W, 0.30 feet);

Thence N 70° 15' 15" E, along the centerline of Old Mill Road (T.R. 109, 60 feet wide), a distance of 175.00 feet to a point;

Thence S 16° 08' 58" E, along the westerly line of lands now or formerly owned by Christling M. Sherry Ignatious & Ruth E. Jordan as recorded in O.R. 1790, Pg. 815 of the Summit County records, passing over a capped rebar (D.G. Bohning & Assoc.) found at 30.70 feet, a distance of 414.34 feet to a 3/4" iron pipe found;

Thence N 77° 17' 50" E, along the southerly line of said Ignatious & Jordan lands, a distance of 150.00 feet to a 3/4" iron pipe (bent) found;

Thence N 89° 50' 46" E, along the southerly line of lands now or formerly owned by James & Wanda Laffetery as recorded in D.V. 7155, Pg. 517 of the Summit County records, a distance of 300.00 feet to a 3/4" iron pipe found;

Thence S 80° 28' 40" E, along the southerly line of lands now or formerly owned by Scott William Jones as recorded in Rec. #64776457 of the Summit County records, a distance of 270.00 feet to a 3/4" iron pipe found;

Thence N 05° 04' 05" E, along the easterly line of said Jones lands, passing over a 1/2" iron pipe found at 389.97 feet, a distance of 420.00 feet to a PK nail found;

Thence S 78° 10' 57" E, along the centerline tangent of said Old Mill Road, a distance of 175.91 feet to a 1" iron bar found;

Thence S 74° 01' 13" E, along the centerline tangent of said Old Mill Road, a distance of 415.38 feet to a 3/4" iron bar found;

Thence S 71° 11' 11" E, along the centerline tangent of said Old Mill Road, a distance of 197.05 feet to a 3/4" iron bar found;

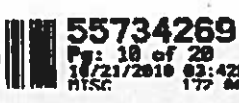
Thence S 74° 20' 17" E, along the centerline tangent of said Old Mill Road, a distance of 20.44 feet to a PK Nail Set;

Thence S 15° 39' 43" W, along the westerly line of said Block "M", a distance of 30.00 feet to a 1" rebar to be set;

Thence N 74° 11' 11" W, continuing along the southerly line of said Old Mill Road, a distance of 56.16 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set a point of curvature;



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Thence continuing along the southerly line of said Old Mill Road, along the arc of a circle curving to the left, having a central angle of 02° 13' 29", a radius of 5699.64 feet, a tangent of 110.67 feet, a chord of 221.29 feet, a chord bearing of N 72° 17' 56" W, and an arc length of 221.31 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set at a point of compound curvature

thence along a line of new division, also being along the arc of a circle curving to the left, having a central angle of 90° 39' 11", a radius of 25.00 feet, a tangent of 25.29 feet, a chord of 35.56 feet, a chord bearing of S 61° 15' 44" W, and an arc length of 39.55 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set at a point of tangency;

Thence S 15° 56' 08" W, along a line of new division, a distance of 65.92 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence along a line of new division, also being along the arc of a circle curving to the left, having a central angle of 37° 46' 18", a radius of 453.00 feet, a tangent of 154.97 feet, a chord of 293.26 feet, a chord bearing of S 02° 57' 00" E, and an arc length of 298.64 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set at a point of reverse curvature;

Thence along a line of new division, also being along the arc of a circle curving to the right, having a central angle of 17° 29' 39", a radius of 747.00 feet, a tangent of 114.94 feet, a chord of 227.20 feet, a chord bearing of S 13° 05' 20" E, and an arc length of 228.08 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence N 67° 00' 35" E, along a line of new division, a distance of 239.41 feet to a 5/8" capped rebar (GBC Design, Inc.) to be set;

Thence S 06° 30' 37" W, along the westerly line of said Block "M", a distance of 194.03 feet to a 1" rebar to be set;

Thence S 29° 20' 27" E, along the westerly line of said Block "M", a distance of 250.19 feet to a 1" rebar to be set;

Thence S 31° 34' 34" E, along the westerly line of said Block "M", a distance of 104.02 feet to a 1" rebar to be set;

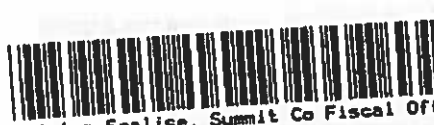
Thence S 10° 56' 33" E, continuing along a westerly line of said Block "M", a distance of 52.24 feet to a 1" rebar to be set;

Thence S 64° 21' 29" W, continuing along a westerly line of said Block "M", a distance of 48.53 feet to a 1" rebar to be set at a point of curvature;

Thence continuing along the westerly line of said Block "M", along the arc of a circle curving to the left, having a central angle of 04° 53' 56", a radius of 263.00 feet, a tangent of 11.25 feet, a chord of 22.48 feet, a chord bearing of S 28° 05' 29" E, and an arc length of 22.49 feet to a 1" rebar to be set at a point of reverse curvature;

Thence continuing along the westerly line of said Block "M", along the arc of a circle curving to the right, having a central angle of 12° 29' 48", a radius of 287.00 feet, a tangent of 31.42 feet, a chord of 62.47 feet, a chord bearing of S 24° 17' 33" E, and an arc length of 62.60 feet to a 1" rebar to be set;

Thence N 70° 09' 06" E, continuing along a westerly line of said Block "M", a distance of 189.84 feet to a 1" rebar to be set;



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Thence S 38° 17' 51" E, continuing along a westerly line of said Block "M", a distance of 196.48 feet to a 1" rebar to be set;

Thence S 22° 17' 19" E, continuing along a westerly line of said Block "M", a distance of 80.11 feet to a 1" rebar to be set;

Thence S 76° 33' 07" E, continuing along a westerly line of said Block "M", a distance of 40.12 feet to a 1" rebar to be set;

Thence S 12° 00' 25" W, continuing along a westerly line of said Block "M", a distance of 122.77 feet to a 1" rebar to be set;

Thence S 42° 52' 34" W, continuing along a westerly line of said Block "M", a distance of 77.99 feet to a 1" rebar to be set;

Thence S 13° 10' 08" W, continuing along a westerly line of said Block "M", a distance of 295.18 feet to a 1" rebar to be set;

Thence S 00° 44' 38" W, continuing along a westerly line of said Block "M", a distance of 683.73 feet to a 1" rebar to be set;

Thence S 19° 28' 43" W, continuing along a westerly line of said Block "M", a distance of 296.25 feet to a 1" rebar to be set;

Thence N 89° 44' 46" W, continuing along a westerly line of said Block "M", a distance of 207.34 feet to a 1" rebar to be set;

Thence continuing along the westerly line of said Block "M", along the arc of a circle curving to the right, having a central angle of 58° 46' 35", a radius of 212.00 feet, a tangent of 119.40 feet, a chord of 208.07 feet, a chord bearing of S 13° 20' 04" W, and an arc length of 217.48 feet to a 1" rebar set;

Thence S 27° 24' 17" E, continuing along a westerly line of said Block "M", a distance of 165.90 feet to a 1" rebar to be set;

Thence S 50° 53' 33" W, continuing along a westerly line of said Block "M", a distance of 119.27 feet to the True Place of Beginning and containing 123.0571 acres of land (0.7537 Acres in RW), more or less, as surveyed in August, 2007 by Joseph A. Burgoon, Registered Surveyor No. 8325, with GBC Design, Inc., but subject to all legal highways and any restrictions, reservations or easements of record.

**Basis of bearing for this survey is the Ohio State Plane Coordinate System NAD 83.



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Nature's Preserve Planned Residential Development Agreement

EXHIBIT B

PRD Plan - see attached.

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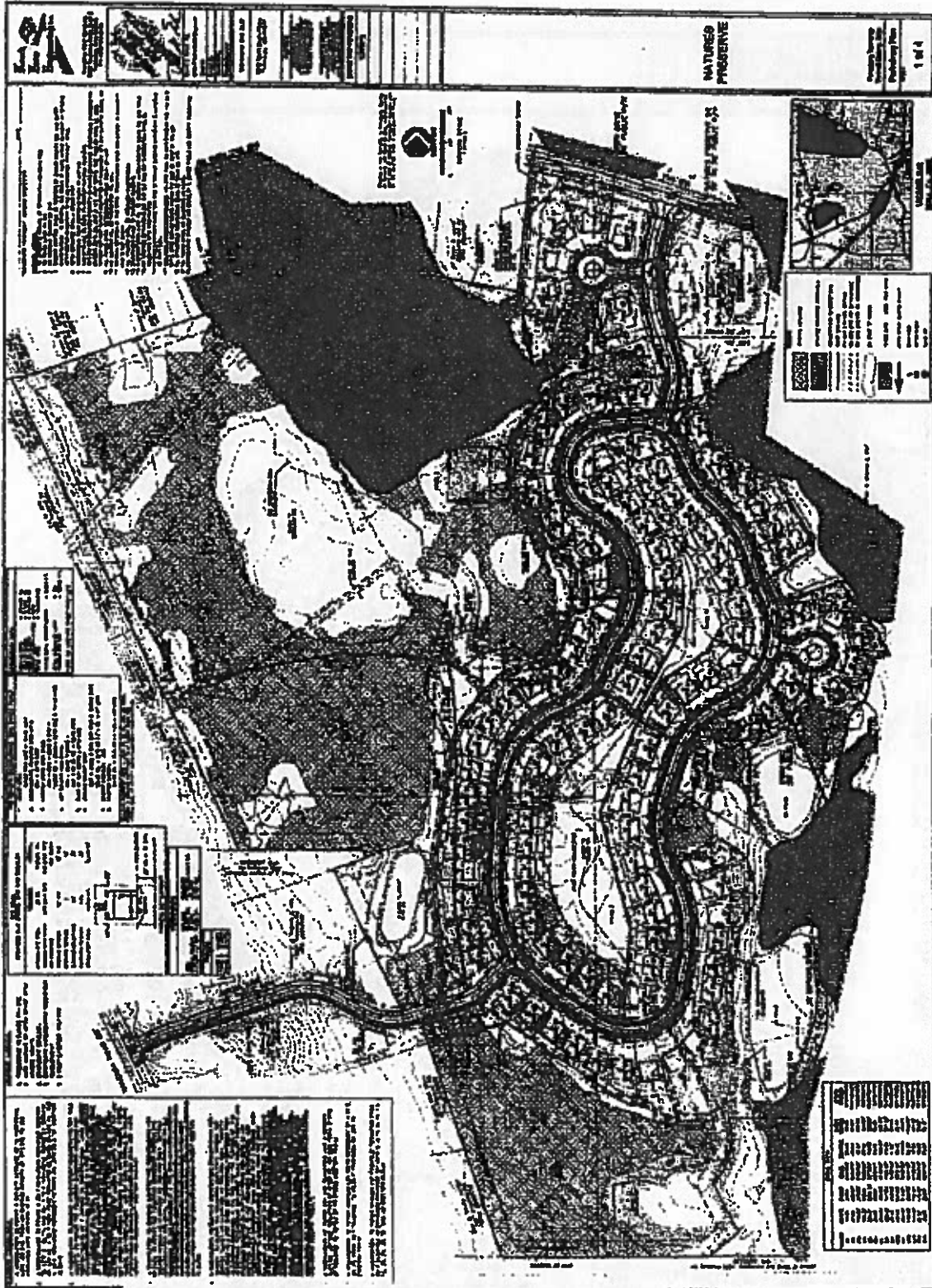
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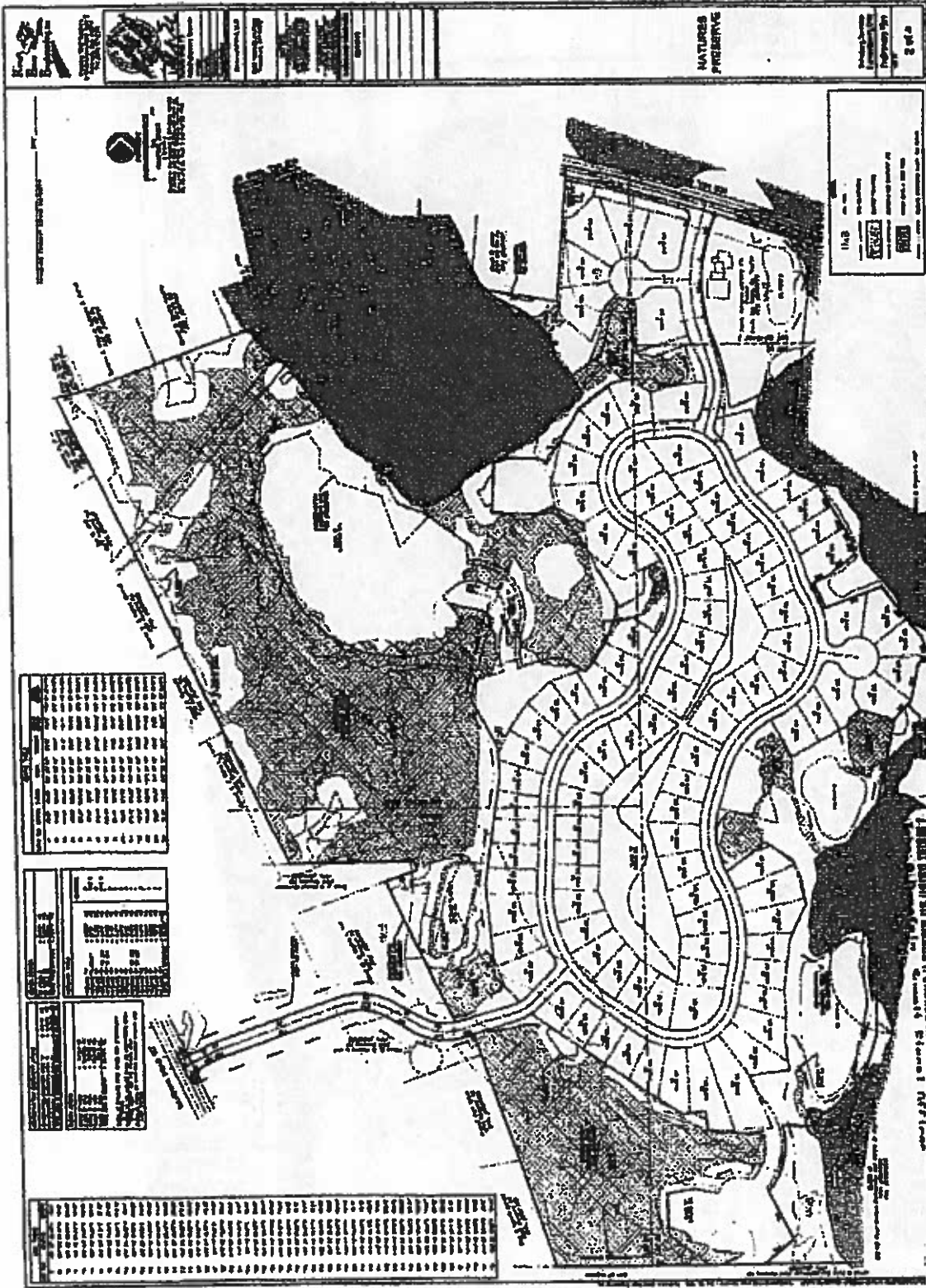


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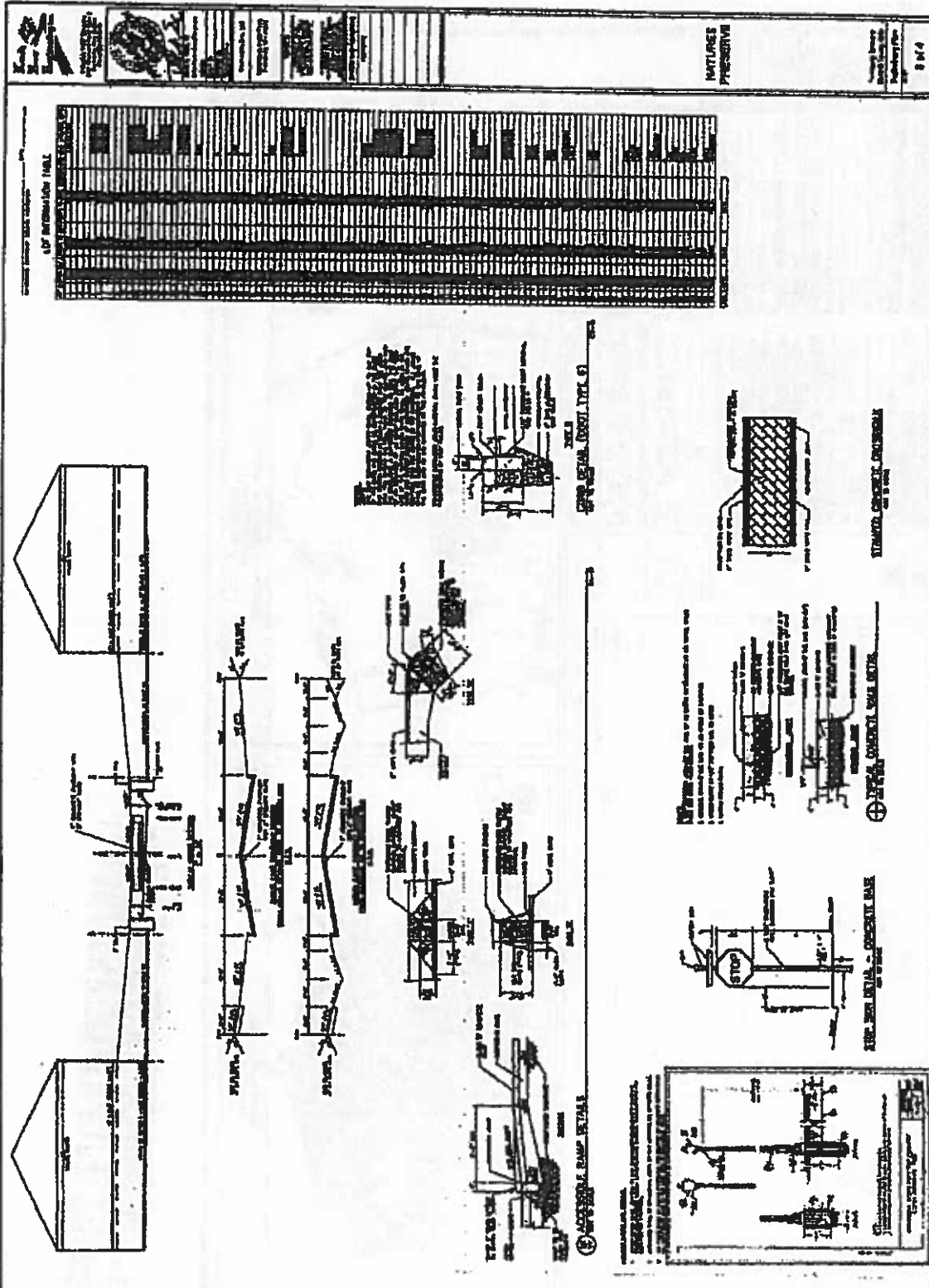
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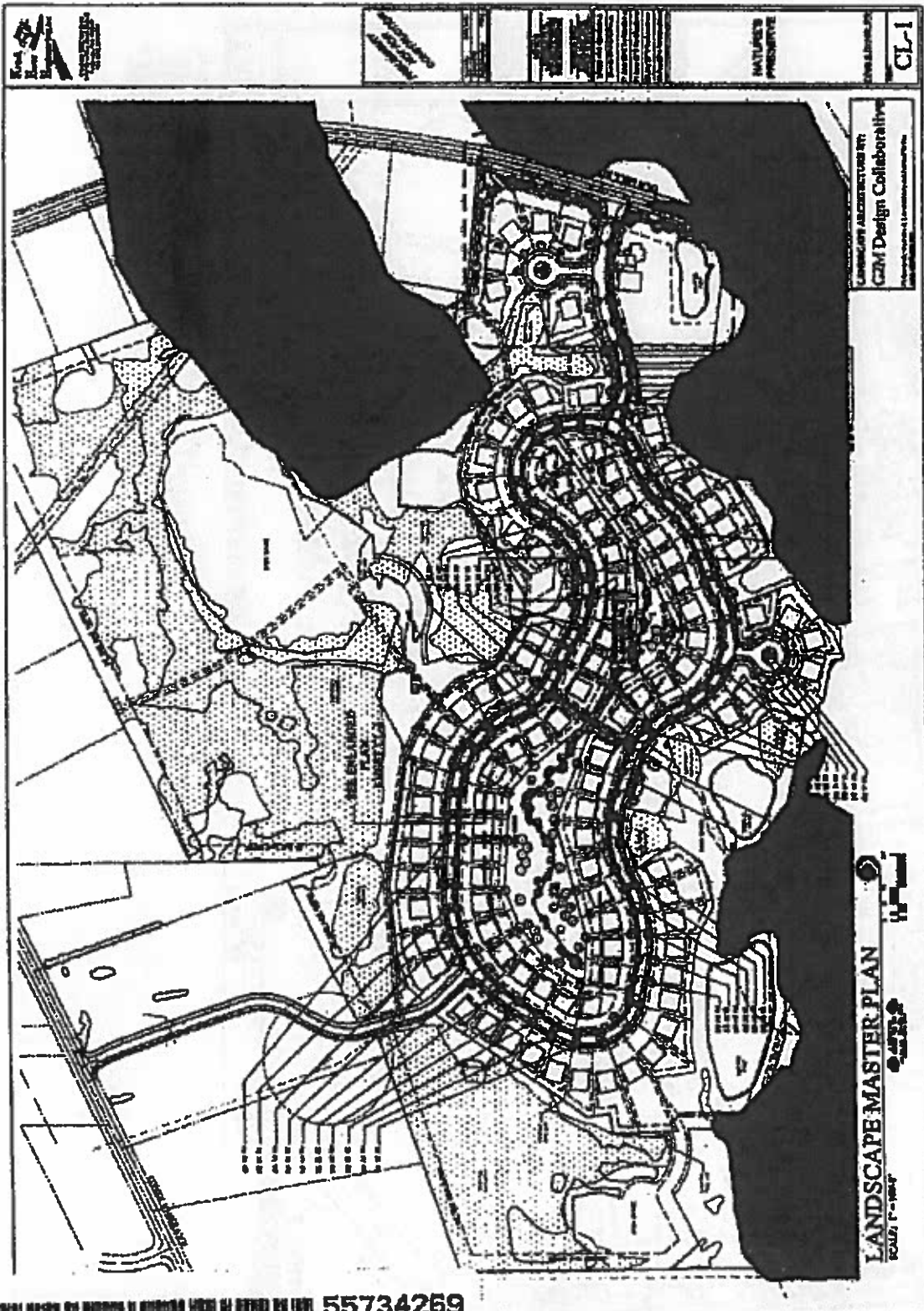
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<p>STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION DIVISION OF LAND USE PLANNING AND CONSERVATION</p> <p>NEW JERSEY NATURE PRESERVE 1000 WESTERN AVENUE SUITE 100 NEWARK, NJ 07102 TEL: 973-486-2000 FAX: 973-486-2001 WWW.NJPRESERVE.COM</p>		<p>NEW JERSEY NATURE PRESERVE 1000 WESTERN AVENUE SUITE 100 NEWARK, NJ 07102 TEL: 973-486-2000 FAX: 973-486-2001 WWW.NJPRESERVE.COM</p>
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EXHIBIT G
THE NATURE'S PRESERVE OF TWINSBURG HOMEOWNERS ASSOCIATION, INC.
DESIGN GUIDELINES

The following standards have been developed and promulgated by the Declarant in accordance with Article VII of the Declaration and are applicable to the Lots. These Design Guidelines can be amended by the Declarant without a vote of the Owners. The defined terms herein have the same meaning as in the Declaration unless context indicates otherwise.

The Declarant, having sole authority to adopt, revise, and amend these Design Guidelines without the consent of the Owners or the Board, has duly adopted and approved of these Design Guidelines and they are effective as of the date of the recording of the Declaration.

There is no requirement that these Design Guidelines be recorded or re-recorded if amended, revised, or modified. Each Builder and Owner is cautioned to request the most current version of the Design Guidelines prior to undertaking any improvement. The most current version shall be on file with the Declarant or the Association.

NOTE: PRIOR PLAN APPROVAL IS REQUIRED BEFORE ANY AND ALL STRUCTURES, APPARATUS, AND/OR IMPROVEMENTS LISTED IN ARTICLE VII OF THE DECLARATION AND THESE DESIGN GUIDELINES CAN BE PLACED OR CONSTRUCTED ON A LOT, INCLUDING BUT NOT LIMITED TO BASKETBALL HOOPS, PLAY EQUIPMENT, HOT TUBS, SATELLITE DISHES, PATIOS, DECKS, SHEDS, AND FENCES.

IN ADDITION TO THE DECLARATION AND DESIGN GUIDELINES, PLEASE CONSULT THE NATURE'S PRESERVE PLANNED RESIDENTIAL DEVELOPMENT AGREEMENT FILED WITH THE SUMMIT COUNTY FISCAL OFFICE, RECORDER DIVISION AS INSTRUMENT NO. 55734269, AND TWINSBURG TOWNSHIP AND SUMMIT COUNTY CODES AND REGULATIONS TO ENSURE COMPLIANCE WITH LOCAL LAWS AND REGULATIONS.

GENERAL GUIDELINES APPLICABLE TO ALL LOTS

Development Agreement and Chapter 16. All Lots and Dwelling Units shall comply with and meet the requirements of Chapter 6 of the Twinsburg Township Zoning Resolution, the Nature's Preserve Planned Residential Development Agreement filed with the Summit County Fiscal Office, Recorder Division as Instrument No. 55734269 ("Development Agreement"), and the applicable sections of the Twinsburg Township Zoning Code. Anything in the Design Guidelines contrary to the requirements of Chapter 16 and the Development Agreement shall be superseded by the Chapter 16 and Development Agreement Requirements.

House Placement and Yard Grading. Dwelling Units shall conform to existing grade and drainage patterns. Each Owner and/or Builder shall endeavor to retain as much of the natural woods as is practical. Builders shall be responsible to regrade the Lot to conform to the drainage plan approved for the subdivision.

Dwelling Type. No building shall be erected, altered, placed or be permitted to remain on any Lot other than one single family dwelling and an attached garage for at least two cars. No less than 32 Lots shall have garage doors facing the side or rear of the Lot. A single-family dwelling shall be one of the following and meet the requirements of the Development Agreement, the final Planned Residential Development Plan, specifically notes 3, 4, and 5, and Twinsburg Township.

- a. A one story dwelling structure, the living area being the first floor space only, constructed with, or without a basement and a space between the first floor ceiling and the roof of inadequate heights to permit its use as a dwelling place.
- b. A story and a half or "Cape Cod" dwelling structure, the living area of which is on two levels connected by a stairway and constructed with or without a basement. The

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upper level is constructed within the gable portion of the roof. Window penetrations are made by use of dormers.

- c. A two-story dwelling structure, either attached or detached, the living area of which is on two levels connected by a stairway, constructed with, or without, a basement.

Exterior Included Features. The following shall be included on all Dwelling Units:

- a. Black mailbox consistent with existing mailboxes and post that currently exist
- b. If using stone on exterior, buff tinted grout color for the stone;
- c. If installing lamp posts, Roman bronze color to match the exterior lighting.

Dwelling Unit Size. Dwelling Units sizes must meet the minimum dwelling unit size requirements of the Development Agreement.

Roof. The roof and gables of each Dwelling unit shall be no less than 6 - 12 pitch. Secondary roofs, including but not limited to porch and patio roofs, may be 3.5 - 12 pitch. All shingles shall be of a uniform color.

Garages. A minimum attached two-car garage is required. Detached garages of any size are not permitted.

Yards, Driveways and Walks. Front yards shall be seeded and landscaped within sixty (60) days after completion of the Dwelling Unit, weather conditions permitting. Rear Yards shall be defined as that portion of the Lot that is behind the rear elevation of the Dwelling Unit extended to each Lot line. All driveways shall be paved with concrete, paver bricks or paving stone within one year after construction. Asphalt, gravel and dirt driveways are prohibited. Brick and stone pavers should be generally either similar color to brick on home (if applicable), or red, tan, brown, grey or earthen color. Walkways from garage door to driveway or to rear yard are acceptable with similar colors.

Patios/walkways. Concrete, stamped concrete and brick or stone pavers are acceptable for patios. Colors should accent the exterior features of the home and should generally be red, brown, tan, grey or earthen colors.

Retaining Walls. Colors should accent the exterior features of the home and should generally be red, brown, tan, grey or earthen colors.

Color Schemes. All Dwelling Units shall be in conformance with the color scheme as promulgated by the Declarant. The following guidelines shall be followed when determining color scheme with respect to location.

Siding Colors

- a. The same siding color may not be used on Dwelling Units located next to each other.
- b. Dwelling Units across the street from each other or with intersecting lot lines can have the same siding color.
- c. On a cul-de-sac, Dwelling Units with intersecting lot lines can have the same siding color.

Front door, Shutter and Trim colors

- a. Trim color for all exterior pieces including without limitation corner boars, soffit, fascia, gutters, downspouts, window and door trim, scallops, porch posts, décor panels, railings, window head pieces, decorative louvers, decorative window units and sidelights shall be the same.

Stone/Brick colors

- a. The same color stone or brick can be used on any two consecutive Dwelling Units.
- b. The same color stone or brick can be used on homes across the street with intersecting lot lines.
- c. There are no restrictions on stone color provided that all siding color restrictions are met.

Underground and Log Houses. Underground and log structures are prohibited.



Porches, appendages and additions. No porches, balconies, appendages, or additions shall be permitted unless they are of a size, style, color and type compatible with the original design of the house and shall match the house material and coloring exactly. Porches, appendages or additions must be integrated into the design of the house.

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

Awnings. No metal or plastic awnings for windows, doors, decks or patios may be erected or used. Canvas awnings may be used subject to prior approval of size, color, location and manner of installation for the particular lot in question.

Front Storm Doors. Storm doors should be white, almond or must match either the front door, siding trim or shutter color on the home.

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

Decks. Decks can be of wood, composite material, or white or almond vinyl. Stairs can be of similar material as either the deck itself or the railings. Spiral staircases, which fit with the architectural design of the deck, will be approved on an individual basis. Deck size should be compatible to the size of the rear yard.

Railings. All deck and balcony railings shall be wood and stained the same color as the deck or balcony or may be vinyl or PVC and in a color compatible with the color of the deck. White or almond vinyl railings and black or brown metal balusters are also acceptable.

Solar Panels. No solar panels shall be permitted.

Chimneys. All chimneys with metal flues must be enclosed within a chase that may be sided. Any direct vent chimney and/or furnace flues, hot water heater or any other flues shall be vented only to the rear or side of the Dwelling Unit. Laundry room vents, powder room vents and bathroom vents shall not be subject to this restriction.

Water Discharge. Storm water must be disposed in accordance with the drainage plan for the subdivision, the Maintenance Agreement, and in accordance with Twinsburg Township and Summit County regulations.

Skylights. Skylights may be used on a back roof facing the rear of a lot. Other locations may be approved for a contemporary design house depending upon the design and the particulars of the lot.

Entrance Structures. No additional driveway entrance structures shall be permitted.

Spas and Hot Tubs. Hot tubs and spas shall be permitted provided that such hot tub or spa must be incorporated into a deck. All hot tubs and spas must be screened with adequate screening.

Play Equipment. All play apparatus and/or structures shall be predominately made of wood construction with natural coloring or may be painted or stained brown, or they can be "Rubbermaid"-type structures. Structures that include colored items of equipment, such as a slide or swing set seats are permitted, so long as all such equipment is of a consistent color scheme. Any play structures that include a solid roof shall be shingled in the same color as the dwelling. Tarp-like roofs should be similar to other colors on the structure. All play equipment on any one Lot shall be the same colors. All play apparatus and/or structures shall be maintained in good condition and appearance.

Basketball Hoops. Permanent and portable basketball hoops or goals are permitted on Lots.

- a. **Specifications.** In general, any commercially available permanent and portable basketball hoop will be acceptable. Goals with home-made backboards or posts will not be acceptable. Backboards and posts should be painted in subdued colors so as to blend in with the surroundings as much as possible. All goals must be maintained. Any backboard or goal that becomes broken or damaged, must be repaired, replaced



or removed. Any lighting for the goal must be directed away from any neighboring Dwelling Unit, patio, and/or deck areas.

- b. **Location.** Permanent and portable basketball hoops shall only be located adjacent to a driveway. Portable basketball goals may be located on a driveway from April 1 through November 15. Portable basketball goals must be removed from driveways from November 16 through March 31 and any portable goal left out during this time period shall be considered in violation of these guidelines. No goal may be attached to any dwelling unit or garage.
- c. **Use.** Use shall be limited to reasonable play hours depending upon seasons. No use will be permitted after 9:00 p.m., nor earlier than 9:00 am. The Board shall have the right to set different hours in the event that, in the discretion of the Board, the use creates an unreasonable disturbance.

Sheds. Storage sheds shall only be permitted in the Rear Yard. Storage Sheds shall not exceed 100 square feet in size. Storage shed exterior materials and colors must match the Dwelling Unit on the same Lot.

Air Conditioning and Heat Pump Equipment. Air conditioning and heat pump equipment shall be located in side yards or rear yards and shall be located in such a manner so as to provide minimum visual impacts from other lots.

Fencing. Fences must be wood or white PVC picket fencing not to exceed five feet in height. Standard chain link, privacy fences, and wire fencing material shall not be permitted. The Declarant reserves the right to restrict fencing in areas where its presence would adversely impact the aesthetics of the community.

Radio and Television Antennas. These guidelines are to be interpreted so as to balance the right of the individual owners to receive acceptable quality broadcast signals in accordance with F.C.C. regulations with the right and duty of the Association to preserve, protect and enhance the value of the properties within the subdivision. With the exception of eighteen inch or smaller home satellite dishes, no exterior antennas, aeriats, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite, or other signals of any kind shall be placed, allowed, or maintained upon any portion of a Lot, including but not limited to the Dwelling Unit, without the prior written approval of the Declarant and in accordance with these Design Guidelines. Each owner shall maintain any antenna in a reasonable manner so as not to become unsightly. Each owner shall remove any antenna upon cessation of its use.

- a. **Permitted Locations.** An antenna must be located in the rear yard or on the rear of the Dwelling Unit in such a manner so as not to be visible by a person of normal height standing at the edge of the street directly in front of the Dwelling Unit. Other locations are permitted if placement under these guidelines precludes reception of an acceptable quality signal. In such case, the owner and the Declarant shall attempt to find a location with the least visual impact upon the surrounding properties. An "acceptable quality signal" is one that is intended for reception in the viewing area and is consistent with the quality of signals received by others in the immediate vicinity. No location shall be permitted if installation creates a line of sight problem for drivers in the vicinity. The Declarant may prohibit a location that imposes a legitimate safety concern. An example of a location that imposes a legitimate safety concern is one that is near high voltage power lines or one where the guy wires obstruct legitimate pedestrian access
- b. **Other Requirements.** The Declarant may require that the antenna be painted in a fashion that will not interfere with reception so that it blends into the background against which it is mounted or that the antenna be screened so as to reduce the visual impact. Any such requirements must be reasonable in light of the cost of the equipment or services and the visual impact of the antenna. The Declarant may impose restrictions on methods of installation that create legitimate safety concerns. For example, permitted methods of installation may include reasonable height restrictions and adequate bolting and guying.

Landscaping. Landscaping and native or typical species lawns, as approved by the Declarant, are required around all houses.



Lot Maintenance. All Lots must be kept mowed and free of debris and clutter. During any construction, each Owner and Builder shall be responsible for keeping the streets and adjacent lots clean and free of debris. No fill material shall be dumped on any lot except within five (5) days of commencement of construction. The Association shall have the right to assess any Owner for the costs of mowing or clean up in the event that the owner fails to do so. Owners shall be responsible for all costs incurred to repair or replace damaged curbs and/or gutters along the front of the Owner's Lot resulting from construction vehicles or any negligence during the construction of the Dwelling Unit.

Lot Grading. The Builder and Owners shall be responsible to regrade the Lot in accordance with the grading plan as approved by Summit County and Twinsburg Township and shall be responsible for the costs thereof. Any deviations from such plan must be preapproved by Twinsburg Township and/or Summit County, as the case may be, and the Declarant.

Mailboxes and House Numbers. All mailboxes may be cluster mailboxes per design and location of approved plans. House numbers must be placed on all mailboxes.

Exterior Lighting. Exterior lighting plans must be consistent with the lighting already in place throughout the Lot Neighborhood. Exterior lighting must be directed in such a manner so as not to intrude into neighboring lots and houses.

Discretion. Any discretion or decisions to be exercised under these Design Guidelines shall be that of the Declarant so long as Declarant owns a Lot. The Board shall have all of the rights and powers of Declarant hereunder once the Declarant no longer owns a Lot in the Lot Neighborhood, unless the Declarant expressly delegates such rights to the Board before then.

Variations and Right to Modify Guidelines. The Declarant, or the Board if the Declarant expressly delegates such right to the Board, may grant variations from these guidelines. The applicant shall have the burden to prove practical difficulties, using the standard established in the State of Ohio for area zoning variations, in order to obtain a variance, subject to the standards set forth in the previous sentence. Any such variance shall be, in Declarant's sole discretion, in the overall best interest of the Property. The Declarant reserves the right to modify these guidelines in its sole discretion. Any such modification shall be, in Declarant's sole discretion, in the overall best interest of the Property.

DECLARANT:

Stonewater One, LLC

By: 

John K. Murphs, III, Managing Manager

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Kristen Scallise, Summit Co Fiscal Office

INSPECTION AND PERPETUAL MAINTENANCE AGREEMENT
STORMWATER BEST MANAGEMENT PRACTICES FOR
NATURES PRESERVE PHASE 3

This Inspection and Perpetual Maintenance Agreement, made this 3rd day of June 2014, by and between Stonewater One, LLC, their heirs, successors and assigns (hereinafter referred to as the "Developer"), Nature's Preserve of Twinsburg Homeowners' Association, Inc., their heirs, successors and assigns (hereinafter referred to as the "Owner"), and the County of Summit (the "County"), acting through the County Executive for the SUMMIT COUNTY ENGINEER, hereafter referred to as the "Engineer", provides as follows:

WHEREAS, the Developer currently owns certain real estate currently known as Summit County Parcel Numbers 6205895 and plans to develop a portion of certain real estate currently known as Summit County Parcel Numbers 6205895 ("Property") as residential sublots known as Natures Preserve Phase 3.

WHEREAS, the Developer will construct a stormwater management system consisting of the following stormwater management practices: cast iron stormwater grates, and frames, catch basins, storm sewers, rock channel protection, stormwater flow paths, easements and water quality features as shown and described on the approved Improvement Plans ("Stormwater Management Facilities"); and,

WHEREAS, the Owner shall own and will be responsible to maintain the Stormwater Management Facilities as described herein; and,

WHEREAS, the County requires that on-site stormwater management facilities as shown on the plan be constructed by the Developer and adequately maintained by the Owner; and,

WHEREAS, the NPDES permit requires location maps of all subdivisions be included as part of the appendices of the maintenance agreements (See Appendix) with details of the specific practices to be maintained, details of the practices, outlet structures and the post construction outlets, and any special maintenance needs for each practice described,

NOW, THEREFORE, for and in consideration of the mutual covenants and undertaking of the parties, the parties hereby agree as follows:

SECTION 1. FINAL INSPECTION REPORTS AND AS BUILT CERTIFICATION

The Developer shall certify in writing to the Engineer within 30 days of completion of the stormwater management practices that the stormwater management practices are constructed in accordance with the approved plans and specifications. The Developer's engineer shall further provide As Built Certifications (including monumenting and staking) of the locations of all access and maintenance easements and each stormwater management practice, including those practices permitted to be located in, or within 50 feet of water resources, and drainage areas served by each stormwater management practice.

SECTION 2. PERPETUAL MAINTENANCE PLANS FOR THE STORMWATER MANAGEMENT PRACTICES

The Owner agrees to maintain in perpetuity the stormwater management facilities, practices and listed below and in a manner that will permit the stormwater management facilities to perform the purposes for which they were designed and constructed, all as shown and described in the approved Natures Preserve Phase 3 Improvement Plans. This includes all pipes and channels built to convey stormwater to the stormwater management facilities, as well as structures, improvements, and vegetation provided to control the quantity and quality of the stormwater that have been constructed outside of the road rights of way.

1. The Owner shall provide a Maintenance Plan for each stormwater management facility. The Maintenance Plans shall include a schedule for quarterly and annual maintenance. The Owner shall maintain and update the maintenance records for the stormwater management practices. The specific maintenance plans for each Stormwater Management Facilities practice are as follows ("Maintenance Plan"):

A. Maintenance to be completed every 3 MONTHS by the OWNER:

- (1) Inspect for debris and sediment in inlet pipes, outlet pipes and structures.
- (2) Inspect all 100 year flood paths, stormwater swales and stormwater easement areas to detect and remove obstructions to the stormwater pathway. Obstructions to be removed include, but are not limited to debris, landscaped areas, flower beds, gardens, sheds, trees, shrubbery, fences, mounds of earth to re-direct or prevent surface flows of water, stock piled materials, and any obstacle that would impede the flow of surface water or impede direct access to the remaining portion of the stormwater easement area.

Maintenance to be completed ANNUALLY by the OWNER:

- (1) Prepare an annual Maintenance Report detailing work performed, date of performance, equipment and personnel involved in the performance of the work and recording all noted deficiencies and action required to correct deficiencies. Annual reports are to be submitted to the Engineer (538 East South Street, Akron, Ohio 44311).

Maintenance to be completed ANNUALLY by the SUMMIT COUNTY ENGINEER.

- (1) Remove debris and sediment from inlet pipes, outlet pipes and structures.
- (2) Repair any erosion to the outfall or spillway.
- (3) Repair and/or replace damaged structures, such as catch basins, risers, pipes and headwalls.
- (4) Remove accumulated sediment that affects storm water functionality.
- (5) Repair all areas that have eroded and re-plant proper vegetative cover as necessary.
- (6) Prepare an annual Maintenance Report detailing work performed, date of performance, equipment and personnel involved in the performance of the work and recording all noted deficiencies and action required to correct deficiencies.

2. The Owner and County shall perform all maintenance in accordance with the above Maintenance Plan and shall complete all repairs identified through regular inspections.

SECTION 3. INSPECTION AND REPAIRS OF STORMWATER MANAGEMENT PRACTICES

1. The Owner shall perform routine inspections of all Stormwater Management Facilities listed above, every three (3) months and after major storm events. These inspections shall be summarized in the annual Maintenance Report submitted to the Summit County Engineer.

2. The Owner shall submit inspection reports in writing to the Summit County Engineer within 30 days of completion of each inspection. The reports shall include the following:

A sketch showing the general layout, location, and condition of stormwater best management practices (BMP's), summary of all maintenance activities since last annual inspection, photos and description of all BMP design features, indications of any deviation from approval plan for BMP, identification of improvements necessary to restore original design function, maintenance activities required in the next 6 months, identification and contact information of entity responsible for BMP, and identification and contact information for engineer preparing the report, including signature and seal.

3. The Owner grants permission to the Engineer or its agent to enter the Property and to inspect all aspects of the stormwater management practices and related drainage whenever the Engineer deems necessary.

4. In the event of any default or failure by the Owner in the performance of any of the covenants and warranties pertaining to the maintenance of the Stormwater Management Facilities, or the Owner fails to maintain the Stormwater Management Facilities in accordance with the approved design standards and Maintenance Plan, or, in the event of an emergency as determined by the Engineer in its sole discretion, the Engineer shall provide written notice to comply with the requirements of this Section. If the Owner, after receiving the notice required by this Section, fails, neglects, or refuses within thirty (30) days to comply with any written notice of the Engineer, the Engineer may enter the Property and take whatever steps are necessary to correct deficiencies and to charge the actual cost of such repairs to the Owner. The Owner shall reimburse the Engineer upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the County. All costs expended by the County in performing such necessary maintenance or repairs shall constitute a lien against the properties of the Owner. Nothing herein shall obligate the County to maintain the Stormwater Management Facilities.

The Owner shall specify the method of funding for the additional perpetual inspection, operation, and maintenance of the Stormwater Management Facilities listed above. The funding mechanism shall be approved by the Engineer.

SECTION 4. FUNDING

1. Since this subdivision is being assessed for a portion of the expenses for maintenance and inspection of the stormwater management practices listed in this agreement the Owner shall become obligated for the remainder of the expenses to fully comply with this agreement

2. The Engineer agrees to place a perpetual assessment for maintenance on the subdivision and review and adjust the assessment amount periodically to cover a portion of the maintenance costs.

SECTION 5. INDEMNIFICATION

1. The Owner hereby agrees that it shall save, hold harmless, and indemnify the County and the Engineer and its employees and officers from and against all liability, losses, claims, demands, costs and expense arising from, or out of, default or failure by the Owner to maintain the Stormwater Management Facilities, in accordance with the terms and conditions set forth herein, or from acts of the Owner arising from, or out of, the construction, operation, repair or maintenance of the Stormwater Management Facilities.

2. The parties hereto expressly do not intend by execution of this inspection and Maintenance Agreement to create in the public, or any member thereof, any rights as a third party beneficiary or to authorize anyone not a party hereto to maintain a suit for any damages pursuant to the terms of the inspection and Maintenance Agreement.

3. This inspection and Maintenance Agreement shall be a covenant that runs with the land and shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns, and all subsequent owners of the property.

4. The current Owner shall promptly notify the County when the Owner legally transfers any of the Owner's responsibilities for the Stormwater Management Facilities. The Owner shall supply the County with a copy of any document of transfer, executed by both parties.

5. Upon execution of this inspection and Maintenance Agreement, it shall be recorded in the Fiscal Office of County of Summit, Ohio.

IN WITNESS WHEREOF, the parties hereto have affixed their hands, the DEVELOPER by his signature and the COUNTY by the signatures of the County Executive and the Summit County Engineer.

Nature's Preserve of Twinsburg Homeowners' Association, Inc.

by: JEROME MAZUCHOWSKI

(Please type or print)

Jerome Mazuchowski 6/14/14

Signature/Date

PRESIDENT

Title

State of OHIO, County of SUMMIT ss:

Be it Remembered that on the 14th day of JUNE 2014, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Nature's Preserve of Twinsburg Homeowners' Association, Inc., by and through JEROME MAZUCHOWSKI its officer, who signed or acknowledged the signing of the foregoing instrument to be his voluntary act and deed as such officer on behalf of the Nature's Preserve of Twinsburg Homeowners' Association, Inc..

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

[Signature]

Notary Public

My Commission expires: JUNE 26, 2018



Amelia Morris
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 06/26/2018

Stonewater One, LLC

by:

JOHN R. MORRIS III

(Please type or print)

[Signature]
6/3/14

Signature/Date

MANAGING MEMBER

Title

State of OHIO, County of SUMMIT ss:

Be it Remembered that on the 3RD day of JUNE 2014, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Stonewater One, LLC, by and through JOHN R. MORRIS III, its managing member, who signed or acknowledged the signing of the foregoing instrument to be his voluntary act and deed as such managing member on behalf of Stonewater One, LLC.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

[Signature]

Notary Public

My Commission expires: JUNE 29, 2018

Amelia Morris
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 06/29/2018



Date: 7/1/14

MARVIN EVANS
SUMMIT COUNTY PROSECUTOR'S OFFICE

Marvin Evans

APPROVED AS TO FORM:

Date: 6.16.14

ALAN BRUBAKER, P.E., P.S.
SUMMIT COUNTY ENGINEER

Alan Brubaker

COUNTY OF SUMMIT:

Date: 7/22/14

DEBORAH MATZ, SUMMIT COUNTY
DIRECTOR, DEPARTMENT OF LAW

Deborah Matz

APPROVED AS TO FORM:

Date: 7/22/14

RUSSELL M. PRY
SUMMIT COUNTY EXECUTIVE

Russell M. Pry

COUNTY OF SUMMIT:

