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**DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
OF
THE WOODS AT ETHAN'S GREEN**

THIS DECLARATION, made on this 17 day of July, 1998, by and between KINGDOM DEVELOPMENT CORP., whose address is 23200 Chagrin Boulevard, Suite 600, Beachwood, Ohio 44122 (hereinafter referred to as "Developer") and THE WOODS AT ETHAN'S GREEN HOMEOWNERS ASSOCIATION, INC., whose address is 23200 Chagrin Boulevard, Suite 600, Beachwood, Ohio 44122 (hereinafter sometimes referred to as the "Association").

WITNESSETH:

WHEREAS, Developer holds legal title to the real property referred to in Article II, Section 1 of this Declaration and desires to create thereon a residential community with open spaces and other common areas, and to this end, desires to subject said real property to the covenants, restrictions, easements, charges and liens hereinafter set forth, for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in The Woods at Ethan's Green in Twinsburg, Ohio (the "Subdivision"), to create an agency to which should be delegated and assigned the powers of installing, maintaining, altering and removing landscaping within the common areas, snow plowing, and private trash pick-up; collecting and disbursing the assessments and charges hereinafter created; and administering and enforcing restrictions set forth in the Ethan Commons Declaration of Covenants and Restrictions recorded in Volume 7391, Page 21 and amendments thereto; and

WHEREAS, Woodbury Boulevard in the Subdivision is to be a dedicated street and entitled to the provisions of City services and Woodbury Court shall remain a private drive; and

WHEREAS, the Association has been incorporated under the laws of the State of Ohio, as a non-profit corporation for the purpose of exercising the functions aforesaid; and

WHEREAS, the Association joins in this Declaration for the purpose of accepting the duties and responsibilities imposed upon it herein.

NOW, THEREFORE, Developer declares that the real property referred to in Article II, Section 1 (the "Property") shall be held, transferred, sold, conveyed and occupied subject to the easements, covenants and restrictions of record and hereinafter set forth, and further specifies that the easements, covenants and restrictions imposed, granted and/or reserved in this Declaration shall constitute easements, covenants and restrictions running with the land and shall be binding upon Developer, its successors and assigns, and all other owners of any part of said



real property, including, but not limited to, the Association and Owners, together with their grantees, successors, heirs, executors, administrators or assigns.

ARTICLE I
DEFINITIONS

Section 1 The following words when used in this Declaration shall have the following meanings (unless the context shall prohibit). Any terms not defined herein shall have the meaning given, if any, in Section 1144.03 of the City of Twinsburg Zoning Ordinances.

(a) "Association" shall mean and refer to THE WOODS AT ETHAN'S GREEN HOMEOWNERS ASSOCIATION, INC.

(b) "City" shall mean and refer to the City of Twinsburg, Ohio, a municipal corporation organized and existing under the laws of the State of Ohio. It is specifically agreed and acknowledged by all parties to this Declaration that the City is and shall continue to be a third party beneficiary to, and has the authority to administer and enforce these covenants, charges and liens.

(c) "Common Area" shall mean the real property in the Subdivision devoted to the common use and enjoyment of the Owners, consisting of all of the land designated as Block "A", Block "B" and Woodbury Drive on the plat of The Woods at Ethan's Green Cluster Development, Ethan's Green Phase 10-B2 at Block "A". The Common Areas shall be conveyed by the Developer to the Association as defined herein.

(d) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Easements and Restrictions and any supplements or amendments thereto.

(e) "Dedicated Area" shall mean and refer to the real property within the subdivision dedicated to the City by Developer but required to be maintained by the Developer and Association. Such area shall include but shall not be limited to treelawns and medians adjacent to roads.

(f) "Developer" shall mean and refer to Kingdom Development Corp., its successors and assigns.

(g) "Easement Area" shall mean and refer to the real property subject to the easements set forth in Article VIII, Sections 1 and 2 of this Declaration.

(h) "Exclusive Use Area" shall mean and refer to the real property in an Owner's Parcel abutting the dwelling that may be used exclusively by such Owner as a patio, porch, deck or other improvement approved by the Association.

(i) "Member" shall mean and refer to all who are members of the Association as provided in Article III, Section 1 of this Declaration.



(j) "Occupant" shall mean an Owner, lessee, land contract vendee and their family members or any other person or persons occupying a dwelling in the Subdivision as their residence.

(k) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel situated upon the Property but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(l) "Parcel" shall mean and refer to any lot as shown on the recorded plat of the Subdivision upon which an individual dwelling is constructed or is intended to be constructed.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

Section 1 – The Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Twinsburg, Ohio, and is described in Exhibit "A" attached hereto and made a part hereof.

Section 2 – Mergers. Upon any merger or consolidation of the Association with another association, its Property, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association. Alternatively, the Property, rights and obligations of another association may, by operation of law, be added to the Property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other Property as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Property except as hereinafter provided.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1 – Membership. Every Owner shall be a member of the Association. The membership of the Association shall be divided into two classes, Class A and Class B, entitled to the rights hereinafter set forth with respect to such classifications. Class A members shall be all those Owners as defined in Article I with the exception of Developer. The only Class B member shall be the Developer.

Section 2 – Voting Rights.

(a) Class A members shall be entitled to one vote for each Parcel in which they hold the fee simple interest or interests. When more than one person holds such interest or interests in any Parcel, all such persons shall be members, and the vote for such Parcel shall be exercised as



they among themselves determine, but in no event shall more than one vote be cast with respect to any such Parcel.

(b) The Class B member shall be entitled to three votes for each Parcel owned by Developer in the Property, provided that the Class B membership shall cease and become converted to Class A membership as soon as the total votes outstanding in the Class B membership equals or is less than the total votes outstanding in the Class A membership. Thereafter, the Class B member shall be deemed to be a Class A member entitled to one vote for each Parcel in the Property owned by it.

For the purposes of determining the votes allowed under this Section, the number of Parcels shall be Forty-Four (44), based on the Preliminary Plan approved by the Twinsburg Planning Commission.

Section 3 – Articles and Code of Regulations of the Association. The Articles of Incorporation and Code of Regulations ("Code) of the Association may contain any provisions not in conflict with this Declaration or any Supplemental Declaration as are permitted to be set forth in such Articles and Code of Regulations by the non-profit corporation law of the State of Ohio as it may be in effect from time to time.

ARTICLE IV COMMON AREAS; EXCLUSIVE USE AREA

Section 1 – Title to Common Areas. Every Owner shall have a right and easement in and to the Common Area which shall be appurtenant to and shall pass with the title to every Parcel. The Common Areas shall be conveyed to the Association.

Developer shall retain the legal title to the Common Areas until such time as the sale of the first Parcel to an Owner. If the Common Area within the Subdivision is conveyed to the Association before completion of all dwellings within the Subdivision, the Developer shall retain for itself, or the Association shall grant, a construction easement to Developer until such time as construction of all dwellings within the Subdivision are complete.

Section 2 – Master Declaration. The land described in this Declaration is part of a larger development called Ethan's Green, which is governed by the Declaration of Covenants and Restrictions, Ethan Commons Homeowners Association, Inc. (the "Master Declaration") recorded in Volume 7391, Page 21 through 38 of Summit County Records and Amendments thereto. Said Master Declaration creates overall Common Areas and Facilities, Recreation Areas and Facilities, Easements and Restrictions, affecting the larger lot known as Ethan's Green; provides for administration of the Common Property by Ethan Commons Homeowners Association, Inc., an Ohio non-profit corporation; and imposes assessments upon the Owners for promoting the recreation, health, safety and welfare of the members and for improvement and maintenance of the property, services and facilities. Each Owner of a Parcel in the Property has the rights and is subject to the obligations contained in the Master Declaration. In the event of



any conflict between the provisions of the Master Declaration and this Declaration, the Master Declaration shall prevail.

Section 3 – Exclusive Use Area. Every Owner shall have an Exclusive Use Area extending back from the rear of that Owner's dwelling for the installation by such Owner of patios, porches, decks or other improvements approved by the Association. These improvements shall be installed, used, maintained and repaired exclusively by the persons for whose benefit they are installed. Any such improvements or changes thereto, including but not limited to landscaping, fencing, installation of recreational equipment, etc., must be approved by the Association.

ARTICLE V ASSOCIATION'S AND OWNER'S MAINTENANCE RESPONSIBILITY

Section 1 – Association's Maintenance Responsibility. Developer shall maintain the Common Area and Easement Area as set forth below until the Common Area is conveyed to the Association. Thereafter, the Association shall keep the Common Area and Easement Area in good condition and repair, in a clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof. Without limiting the foregoing, the Association shall have the following responsibilities within the Subdivision:

(a) All grassy and landscaped and other open areas within the Common Area, the Easement Area and Dedicated Area of the Subdivision (excluding areas remaining in their natural state) shall be cut, pruned, trimmed, mulched, fertilized and otherwise maintained on a regular basis (including seasonal leaf removal, but not including watering within each Owner's Parcel), replacing any grass and landscaping as required to keep such areas neat, trimmed, and aesthetically pleasing, except replacement as a result of an Owner or occupant failing to comply with his/her responsibilities as set forth herein or any replacement of landscaping or grass located within a Parcel required during the first year following initial occupancy of a dwelling shall be the obligation of the Developer. For purposes of this Article V, "landscaping" shall be deemed to mean all permanent plantings such as grass, trees and shrubs; provided, however, that if a shrub or tree requires replacement, the Association shall determine whether to substitute a new plant of like or different kind or type, or whether to replace with grass, beds or otherwise, at such discretion of the Association.

(b) Snow and ice shall be removed from all (i) private roads, (ii) designated parking areas, and (iii) driveways adjacent to dwellings (located on the Parcels and/or Common Area) to keep the same reasonably free from such snow and ice as the circumstances may reasonably permit.

(c) Private roads and designated parking areas shall be repaired and, if necessary, replaced, to keep them in good condition and repair.

(d) Utility facilities within the Subdivision to the point where they intersect with the exterior face of an exterior wall of a dwelling, including lighting installations, and water, sewer,



gas, electric and cable television lines and appurtenances which are not maintained by a utility company shall be repaired and replaced, if necessary, to keep the same in good working order and repair.

(e) All mailbox facilities (but not the boxes themselves) servicing more than one dwelling and any other facilities within the Subdivision intended for use by more than one Owner within the Subdivision shall be repaired and replaced, if necessary, to keep the same in good working order and repair.

(f) The Water Main Easement (as defined in Article VIII, Section 6) shall be maintained and repaired pursuant to the terms set forth therein.

Section 2 – Owner's Maintenance Responsibility. Unless such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to this Declaration, each Owner shall maintain his or her Parcel, the interior and exterior of all dwellings, all other structures within his or her Parcel, any private sprinkler system and any Exclusive Use Area assigned to such Parcel in good condition and repair consistent with the Association standards and all applicable covenants of this Declaration. In addition, each Owner shall be responsible for the following:

(a) Removal of snow and ice on all walkways between an Owner's dwelling and the driveway serving such dwelling.

(b) Repair and replacement of utility facilities serving a dwelling from the point said utility facilities intersect with the exterior face of the exterior wall of such dwelling.

(c) Repair and replacement required to keep in good condition and repair the driveway serving a dwelling and other paved areas on the Parcel located between the driveway serving such dwelling and designed for the primary use of such dwelling.

(d) Repair and replacement of all exterior mailboxes and mailbox facilities exclusively servicing a dwelling.

(e) Repair and replacement of any Exclusive Use Areas designated for the use of an Owner.

(f) Repair and replacement of any patio or other structure (other than landscaping) as approved by the Association located on a Parcel, including any fence, privacy wall (including, without limitation, any entry gate or door affixed to such privacy wall) or other approved structures.

(g) Water the lawn and grass located on the Owner's Parcel and maintain any landscaping installed by or at the direction of such Owner or Occupant (as previously approved by the Association).



(h) Keep Owner's Parcel and the adjacent Common Areas free from debris, rubbish, rubble and other conditions created by such Owners or Occupants or their guests.

Each Owner shall make all repairs and replacements and shall perform such maintenance and repairs to any facility that otherwise would be maintained by the Association if required as the result of the tortious or negligent acts or omissions of the Owner.

If a repair or replacement required of an Owner is not promptly commenced or is not diligently and continuously completed by Owner, the Association shall have the right (but not the obligation) to commence or complete the repair or replacement and shall charge the Owner for the cost thereof (together with a reasonable charge for the Association's overhead or administrative costs). If said charge is not paid by the Owner, the Association shall levy a special Assessment against the Owner.

ARTICLE VI COVENANT FOR ASSESSMENT

Section 1 – Creation of the Lien and Personal Obligation of Assessment. With the exception of Developer, each Owner of a Parcel, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, shall be deemed to covenant and agree to pay the Association: (1) annual assessments or charges; (2) special assessments for improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2 – Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Owners and in particular, for the improvement and maintenance of Property, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas including, but not limited to, the payment of taxes and insurance thereon and maintenance, repair, replacement and additions thereto, and for the cost of labor, materials, equipment, management and supervision thereof.

Section 3 – Basis of Annual Assessments. The annual assessment shall be first determined by Developer in good faith, which may be collected by the Association on a per month basis. The assessment period shall be based on the calendar year. After the initial year, the Board of Trustees of the Association, after consideration of costs and future needs of the Association, may fix the assessment for any year at a greater or lesser amount. The Developer shall pay fifty percent (50%) of the monthly assessment for each Parcel held where a dwelling has been constructed and is ready for occupancy. In the initial year, Developer also agrees to pay to the Association a reasonable amount to cover the difference between the actual costs charged to the Association to maintain the Subdivision pursuant to its obligations set forth in



Article V, Section 1 (which costs shall not include additional improvements not originally installed by Developer) and the assessments collected by or owed to the Association for such initial year.

Section 4 – Special Assessments. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any improvement or unexpected repair or replacement, provided that any such special assessment shall have the assent of two-thirds (2/3) of the Board of Trustees and be approved pursuant to the Code.

The assessments set out above are enforceable under Article VI, Section 7 of this Declaration.

Section 5 – Date of Commencement of Assessments. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) with the occupancy of the first Occupant in a dwelling on a Parcel. Notwithstanding anything set forth in this Article VI to the contrary, the first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the date fixed by the Board of Trustees, or become due and payable on a monthly basis on dates fixed by the Board of Trustees. The due date of any special assessments under Section 4 hereof shall be fixed in the resolution authorizing such assessments.

Section 6 – Duties of the Board of Trustees. The Board of Trustees of the Association shall fix the amount of the assessment against each Parcel for each assessment period at least thirty (30) days in advance of such period and shall, at that time, prepare a roster of the Property and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

Section 7 – Effect of Non-Payment of Assessment; Personal Obligation of the Owner; the Lien, Remedies of the Association. If any assessment is not paid on the date when due, then such assessment shall become delinquent, together with such interest thereon and cost of collection thereof as hereinafter provided.

If an annual or special assessment, or installment of a special assessment, is not paid within thirty (30) days after the due date, the Association may charge an administrative late fee as set forth in the rules and regulations adopted by the Subdivision (the “Rules”) such delinquent assessment or installment shall bear interest from the due date at the rate of one and one-half percent (1 ½%) per month provided that such rate does not exceed the highest rate permitted by



law in which event the rate charged shall be the highest rate permitted by law. The Association may after such thirty (30) day period bring an action at law against the Owner responsible for the payment of such assessment, and (additionally or alternatively) may foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessment or installment amount as above provided, together with the costs of the action and reasonable attorney's fees in an amount to be determined by the court.

The personal obligation of the then Owner to pay such assessments shall remain his personal obligation and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

The Association may file in the office of the County Recorder a Notice of Lien to evidence any delinquent assessment or installment, but the Association shall not be under any duty to file such Notice of Lien and its failure or omission to do so shall not in any way impair or affect the Association's lien and other rights in and against the property and against the Owner of such property.

Section 8 – Exempt Property. The following property subject to this Declaration shall be exempted from the charges, assessments and liens created herein: (a) all Common Areas; (b) all land exempted from taxation by the laws of the State of Ohio upon the terms and to the extent of such legal exemption; and (c) Parcels and land owned by Developer.

ARTICLE VII **ADDITIONAL COVENANTS AND RESTRICTIONS**

The intent of this Declaration is to cause the Subdivision to be kept and maintained as a high quality development. Therefore, the covenants and restrictions provided in this Article shall be applicable to the Owner and Occupants of a Parcel or a dwelling thereon. The following Covenants and Restrictions shall be broadly construed and interpreted in furtherance of this intent.

The Association shall have authority to make and to enforce standards and restrictions governing the use of the Property including, but not limited to, those contained herein. Such regulations and use restrictions shall be binding upon all Owners and Occupants of a Parcel or dwelling thereon.

Section 1 – Trailers. No temporary buildings, trailer, recreation vehicle, garage, tent, shack, barn or any similar structure shall be used, temporarily or permanently, as a residence on any part of the Property at any time.

Section 2 – Nuisance. No noxious or any activity constituting an unreasonable source of discomfort or annoyance shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to others Owners. The



Association shall have absolutely power to determine what is "reasonable" and what is "unreasonable" under this Section.

Section 3 – Animals. No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any portion of the Property without the approval of the Association, except that no more than a cumulative total of two (2) dogs, cats, birds or other customary household pets approved by the Association may be kept, subject to Rules adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or annoyance shall be permanently removed from the Property upon three days' written notice from the Association. Dogs shall at all times whenever they are outside a dwelling be confined on a leash held by a responsible person. The Rules may limit the number of pets which may be kept in any one dwelling. The Association shall have absolute power to prohibit a pet from being kept on the Property or within a dwelling if the Association finds a violation of this Section.

Section 4 – Signs. No sign or other advertising device of any nature shall be placed upon any portion of the Property except for signs and advertising devices installed by or at the direction of the City or the Association, or which the Association approves as to color, location, size and similar characteristics. "For Rent" and "For Sale" signs are prohibited, except that a placard of reasonable size may be placed in the window of such dwelling. Notwithstanding the foregoing, the restrictions of this Section 4 shall not apply to Developer.

Section 5 – Storage of Material and Trash Handling. No lumber, metals, bulk material, refuse, or trash shall be burned, whether in indoor incinerators or otherwise (excluding the burning of firewood in a fireplace), kept, stored or allowed to accumulate on any portion of the Property, except normal residential accumulation pending pick-up and except building materials during the course of construction or reconstruction of any approved building or structure, except firewood may be stored within dwelling, on patio areas or other areas designed by the Association. If trash or other refuse is to be disposed of by being picked up and carried away on a regular recurring basis, containers may be placed in the open on any day that a pick-up is to be made, thereby providing access to persons making such pick-up. At all other times such containers shall be stored in such manner that they cannot be seen from adjacent and surrounding property. No dumping or rubbish shall be permitted on any portion of the Property. Anything herein to the contrary notwithstanding, the Association may adopt a rule or rules which permit burning, incineration or storage of refuse or trash if the same becomes reasonably necessary for the safety, health or welfare of the Owners and/or Occupants, and is permitted by law.

Section 6 – Commercial or Professional Uses. Except as expressly permitted in this Declaration, or by the Rules, no industry, business, trade or full-time occupation or profession of any kind, commercial, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property; provided, however, an Owner and/or Occupant may use a portion of his or her dwelling for his office or studio, so long as the activities therein shall not interfere with the quiet enjoyment or comfort of any other Owner and/or Occupant and that such use does not result in the dwelling becoming principally an office, school or studio as distinct from a dwelling. Furthermore, no trade or



business may be conducted in or from any dwelling without the written approval of the Association first obtained. Such approval shall be granted so long as: (a) the existence or operation of the business activity is not apparent or detectable by sign, sound or smell from outside the dwelling; (b) the business activity conforms to all City zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in a dwelling except by appointment only; (d) the business activity does not involve door-to-door solicitation of Occupants of the Property; and (e) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Association. The Association may adopt Rules which intensify, relax or amend the prohibitions of this Article. Nothing in this Section shall preclude the leasing of the dwelling by the Developer or an Owner; the right of the Developer or the Association (or firm or agent employed by the Developer or Association) to approve commercial activities such as charity events, temporary food and beverage operations, the right of the Developer to maintain brokerage offices for sales of Parcels and resales thereof and the right of Developer to utilize a dwelling for office purposes.

Section 7 – Storage of Vehicles and Machinery. No truck (except a two-axle truck with no more than four tires), camper, camper trailer, recreation vehicle, boat trailer, all terrain vehicle, airplane, snowmobile, commercial vehicle, van, mobile home, tractor, bus, farm equipment, off-road vehicles or other vehicle of any kind, licensed or unlicensed, shall be stored on any driveway or other area in or upon the Property, except in the confines of garages, or parking areas approved by the Association. No machinery of any kind shall be placed or operated upon any portion of the Property except such machinery which is customarily required for the maintenance of the Property, related improvements, lawns and landscaping.

Section 8 – Control of Trucks, Commercial Vehicles. No tractor trailer, commercial tractors, commercial vehicles, road machinery or excavating equipment shall be permitted to remain on any portion of the Property or on the public right-of-way adjoining any portion of the Property for any period of time whatsoever, except while making deliveries or performing services thereon and except as necessary for the construction, reconstruction or repair of buildings or structures on the Property.

Section 9 – Traffic Regulations. All vehicular traffic shall be subject to the provisions of the laws of the State of Ohio, County of Summit, and the City concerning operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable Rules governing vehicular and pedestrian traffic on any private roads, including reasonable safety measures and speed limits. The Association shall be entitled to enforce the same by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. In the event of a conflict between such provisions of the laws of the State of Ohio, County of Summit or the City, and such Rules promulgated by the Association, the more restrictive Rules shall govern. Only drivers licensed to operate motor vehicles by the State of Ohio or by any other state in the United States may operate any type of motor vehicle within the Property. All vehicles of any kind and nature which are operated on any private road shall be operated in a careful, prudent, safe, and quiet manner.



Section 10 – Poles, Wires, Antennae and Satellite Dishes. Subject to applicable easement rights, no facilities, including poles, wires, antennae and satellite dishes for the transmission of electricity, telephone messages, ham radio messages and the like shall be placed or maintained on or above the surface of the ground in any portion of the Property without the prior approval of the Association. This provision shall not apply for temporary facilities for the construction or repair of any building or other structure.

Section 11 – Exterior Appearance, and Lights for Exterior of Residence. The exterior of any building or structure in the Property shall not be altered, modified, changed or redecorated in such a way as to change the appearance or decor of the structure, nor shall any of the landscaping appurtenant to such building or structure be materially changed without the express written authorization of the Association.

Section 12 – Grading. No Person shall change the grade on any portion of the Property without first obtaining the consent of the Association.

Section 13 – Drainage Ditches. No Person shall interfere with the free flow of water through any drainage ditches or storm sewers within the Property. The City or other governmental authority having jurisdiction shall have the right to enter upon the Common Areas of the Property to repair and maintain all storm, drainage, courses, ditches, structures and appurtenances for the purpose of relieving any flooding condition or threatened flooding condition which might be harmful to other property within the City.

Section 14 – Compliance with City Codes. Each Owner and/or Occupant shall comply with applicable sections of the City of Twinsburg Housing Code. It is agreed that a violation of any such requirements or any restriction, condition, covenant or restriction imposed now or hereafter by the provisions of this Declaration is a nuisance per se that can be batcd by the Association or such governmental authority.

Section 15 – Use of the Name “The Woods at Ethan’s Green”. No Person shall use the name “The Woods at Ethan’s Green” or any derivative thereof in any printed or promotional material without the prior written consent of Developer. However, Owners may use the name “The Woods at Ethan’s Green” in printed and promotional material where such words are used solely to specify that particular property is located within The Woods at Ethan’s Green.



Section 16 – Sale, Leasing or Other Alienation of Dwelling.

(a) **Owner's Right of Transfer.** The Association shall have no right of first refusal with respect to the purchase or lease of a Parcel, and an Owner shall be able to transfer his Parcel freely by sale, gift, devise, lease or otherwise without restriction except as provided in subsection (b) below.

(b) **Owner's Right to Lease Dwelling.** An Owner shall have the right to lease all (but not less than all) of his dwelling upon such terms and conditions as the Owner may deem advisable, except that no dwelling shall be leased or sub-leased for transient or hotel purposes. Any lease or sublease of a dwelling for a period of less than six months shall be deemed to be a lease or sublease for transient or hotel purposes. Any lease or sublease of a dwelling shall be in writing and shall provide: (1) that the lease or sublease shall be subject to the terms of this Declaration, the Code and Rules and that failure of a lessee to comply with the terms of this Declaration, the Code and Rules shall be a default under the lease or sublease; (2) that the Association shall have the right to require the Owner to deposit with the Association such amount as the Association shall consider appropriate as security to provide funds for repairs and to assure compliance with this Declaration, the Code and Rules. The limitations with respect to the leasing of dwelling shall not apply to the Developer or a first mortgagee of a dwelling.

(c) **Names of Owners and Occupants of Dwelling.** To enable the Association to maintain accurate records of the names, addresses and phone numbers of Owners and other Occupants of dwelling, each Owner shall notify the Association in writing, within five days after such Owner's dwelling has been transferred or leased to another person. In addition, each Owner shall provide to a purchaser or lessee of such Owner's dwelling a copy of this Declaration, the Code, the Rules and other relevant documents.

Section 17 – Waiver of Subrogation. Each Person as a condition of accepting title and/or possession of a dwelling and the Association agree for themselves, and their respective successors, heirs, executors, administrators, personal representatives, assigns, and lessees, provided said agreement does not invalidate or prejudice any policy of insurance, that in the event that any building, structure or improvement within the Property or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance, the rights, if any, of any of them against the other, or against the employees, agents, licensees or invitees of any of them with respect to such damage or destruction and with respect to any loss resulting therefrom are hereby waived.

Section 18 – Violation of this Article. If any Person required to comply with the foregoing Covenants and Restrictions is in violation of any one of the same, including, but not by way of limitation, design review criteria or standards established by the Association or the Developer (as long as the Developer is a Class "B" Member of the Association), the Association shall have the right to give written notice to such Person to terminate, remove or extinguish such violation. Such notice shall expressly set forth the facts constituting such violation.



Except in the case of an emergency situation, the violating party shall have 15 days after written notice of the violation to take reasonable action to cause the removal, alleviation or termination of same. In the case of an emergency situation, or in the case of the failure of the violating party to comply with the provisions hereof after notice, the Developer and/or the Association shall have the right, through their respective agents and employees, to enter upon the land where the violation exists and to summarily terminate, remove or extinguish the violation. In addition to the foregoing, the Developer and/or the Association shall have the right to obtain an injunction from any court having jurisdiction for the cessation of such violation or attempted violation of this Article. The rights and remedies of the Association and the Developer contained in this Article shall be nonexclusive and in addition to any other right or remedy available at law or in equity, including a claim or action for specific performance and/or money damages (including punitive damages), and attorneys' fees and paralegals' fees. Furthermore, the failure or neglect to enforce any term, covenant, condition, restriction, right or procedure herein shall in no event and under no circumstances be construed, deemed or held to be a waiver with respect to any subsequent breach or violation thereof. Subject to the provisions of the Declarations and the Code, a Person in violation of this Article shall be obligated to the Association and/or Developer for money damages and for the full amount of all costs and expenses, including attorneys' fees and paralegals' fees, incurred to remedy such violation. If said amounts are not paid within ten calendar days following said notification, then said amount shall be deemed "delinquent," and shall, as provided in this Declaration, become a continuing lien upon the portion of the Property owned or occupied by such Person(s) and a personal obligation of the Person(s) violating this Article. In addition, the Owner of any portion of the Property shall be liable jointly and severally for any obligations of any Occupant of such Owner's property.

Section 19 – Restrictions of Other Documents. Nothing contained in this Article shall preclude the imposition of more stringent restrictions imposed elsewhere in this Declaration, restrictions imposed in deeds conveying the Property or portions thereof and restrictions imposed by the Association so long as such restrictions are not inconsistent with restrictions imposed by this Declaration, or adopted by the Board. The City is a third party beneficiary of these covenants and restrictions; provided, however, if the City's zoning, building or other requirements of ordinances and general law are more restrictive than these covenants and restrictions, the City's requirements shall prevail.

Section 20 – Certificate of Compliance with Restrictions. Upon the conveyance of a Parcel or an interest therein, the grantor shall have the right to request the Association to issue a Certificate of Compliance stating that it has no record of a violation of this Article. A Certificate of Compliance may be relied upon by all persons for all purposes. Neither the Association, nor any trustee, officer or agent shall have any liability to the grantor, grantee or mortgagee of a Parcel or to others if the Certificate of Compliance issued hereunder is not correct. The Association may require the advance payment of a processing fee not to exceed \$50.00 for the issuance of the Certificate of Compliance.



ARTICLE VIII EASEMENTS

Section 1 – Parking Easement. There is hereby reserved an easement upon portions of the Property, as determined by Developer and/or the Association, in favor of the Developer, the Association, all Owners, Occupants, and their respective guests, licensees and invitees for the construction, alteration, rebuilding, restoration, maintenance, repair and use of designated parking areas within the subdivision. Notwithstanding anything set forth above to the contrary, parking in such designated parking areas is solely for the guests, licensees and invitees of the Owners and Occupants, emergency and service personnel, and such needs of Owners and Occupants as approved by the Association.

Section 2 – Landscaping Easement. There is hereby reserved in favor of Developer and granted to the Association, its successors and assigns, an easement upon, over, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of all landscaping installed or determined to be installed by Developer and/or the Association, including, but not limited to the “landscaping berm” on the outer boundary of the Property.

Section 3 – Utility Easements. There is hereby reserved in favor of Developer and granted to the Association, its successors and assigns, an easement upon, over, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of all utilities and service lines and systems including, but not limited to, water, sewer, drainage, gas, telephone, electricity, television, cable and communication lines and systems. By virtue of this easement, it shall be expressly permissible for Developer and the Association and their successors and assigns, the City or the providing utility or service company, to install and maintain facilities and equipment on the Property provided that such facilities shall not materially impair or interfere with any dwelling and provided further that any areas disturbed by such installation and maintenance are restored to substantially the condition in which they were found. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or located except as approved by the Developer, the Association or unless the same are shown on a recorded plat. There is hereby reserved in favor of the Developer and the Association the right (but not the obligation) to grant neighboring property owners easements for utility purposes so long as the granting of such easements does not overburden the utilities serving the Property.

Section 4 – Easement for Ingress and Egress. There is hereby reserved an easement upon, across, over and through the private streets and any sidewalks, walkways, and parking areas in favor of the Developer, the Association, all Owners, Occupants, and their respective guests, licensees and invitees, emergency and service personnel for pedestrian and vehicular ingress and egress, as the case may be, to and from all of the various portions of the Property. Notwithstanding the foregoing, the Developer and/or the Association may limit this right of ingress and egress by a Subsequent Amendment.

Section 5 – Easements for Construction, Alteration, etc. There is hereby reserved in favor of Developer and the Association an easement upon portions of the Property necessary in



connection with the construction, alteration, rebuilding, restoration, maintenance and repair of any dwelling or other structures and improvements within the Property or serving the Property; provided, however, that in the exercise of any rights under this easement, there shall be no unreasonable interference with the use of any dwelling or other structure or improvement on the Property.

Section 6 – Easement for the Installation and Maintenance of Water Main. Developer previously granted to the City of Twinsburg an easement for the installation and maintenance of a water main for the purpose of supplying water service to the Subdivision, such easement recorded as Reception Number 54150765 of the Summit County Records (the "Water Main Easement"). The Association hereby agrees to accept the terms and conditions of the Water Main Easement and be bound by and assume any and all restrictions and obligations of Developer contained therein.

Section 7 – Maintenance Easement. There is hereby reserved to Developer and for the benefit of the Association and its agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement to enter upon any Property 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 Developer or the Association to perform any such action, unless otherwise provided herein; and provided, further, that the exercise of its rights hereunder the Association shall be entitled to be reimbursed by such Owner pursuant to the provisions of this Declaration. Furthermore, the Association is granted easement rights to enter upon the Property for the purpose of maintaining the Common Areas as provided in this Declaration.

Section 8 – Scope of Easements and Dedication of Roadways and Utilities. To the extent the easement rights granted or reserved hereunder are definable within specific areas, the Developer or the Association (with the Developer's prior written consent so long as Developer is a Class "B" Member) shall have the right (but not the obligation) to: (a) limit such easements to specific areas and purposes, and record a document or documents releasing the balance of the lands from the burden of such easements; and/or (b) record a plat or other document or documents setting forth the specific areas subjected to such easements; and/or (c) dedicate to public or private use specific areas (and the improvements contained therein) within the Property to meet the requirements of the County, City and other public authorities having jurisdiction over the same. The Developer or the Association may exercise any of such rights without the necessity of obtaining the consent or approval of Owners and other Persons for whose benefit the easement rights are granted or served.

Section 9 – Easements to Run with Lands. All easements and rights described herein are easements appurtenant to the Property and the Common Areas, shall run with said lands, perpetually and at all times shall inure to the benefit of and be binding upon the Developer, its successors and assigns, and any Owner, Tenant, Occupant, purchaser, mortgagee, the City or other Person having an interest in the Property, or any part or portion thereof. Reference to the easements and rights described in any part of this Declaration, in any deed of conveyance, lease,



mortgage, trust deed, declaration for another type of residential association, or other evidence of obligation, shall be sufficient to grant such easements and rights to the respective grantees, lessees, mortgagees or trustees of such property, or any portion thereof, and to reserve to the grantor or lessor their successors and assigns, as easements appurtenant to the remainder of such properties, easements created by this Declaration for the benefit of the Association, any Owner, Tenant, Occupant, purchaser, mortgagee, the City or other Person in respect to any portion of the Property as fully and completely as though such easements and rights were recited fully as set forth in their entirety in such document.

Developer and (after transfer of the Common Areas) the Association shall have the right to grant easements for the installation and maintenance of street and traffic signs, sanitary sewers, storm sewers, drainage and swales to the City. No Owner or Occupant shall in any way hinder or obstruct the operation or flow of the drainage system. The easement areas and all improvements therein shall be maintained continuously by the Association unless those easement areas are accepted by the City by formal action.

ARTICLE IX ARCHITECTURAL CONTROL

Section 1 – Architectural Control. No building, fence, wall or other structure shall be erected, placed, or altered within the Property, until the plans and specifications showing the nature, kind, shape, heights, materials, colors and location of the same shall have been submitted to and approved by the Developer or its designated architect in writing. Payment for the cost of architectural review fees shall be the responsibility of the applicant. Responsibility for Architectural Control as described above will transfer from the Developer to the Association upon completion of the construction of all dwellings within the Property, or such time as Developer determines in its sole discretion.

ARTICLE X GENERAL PROVISIONS

Section 1 – Duration. The covenants, easements, restrictions, charges and liens of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from date of recording of this Declaration, after which time said covenants, easements, restrictions, charges and liens shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Parcels has been recorded, agreeing to terminate said covenants, easements, restrictions, charges and liens. Provided, however, that no such agreement to terminate shall be effective unless made and recorded three (3) years in advance of the effective date of such charge, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.



Section 2 – Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3 – Enforcement. Enforcement of these covenants, easements, restrictions, charges and liens shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4 – Binding Effect. Each Grantee accepting a deed, lease or other instrument conveying any interest in a Parcel, whether or not the same specifically incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by this Declaration.

Section 5 – Assignability. Developer, its successors and assigns, notwithstanding any other provision herein to the contrary, shall at all times have the right to fully transfer, convey and assign all of Developer's rights, title and interest under this Declaration, provided that such transferee, grantee or assignee shall take such rights subject to all obligations also contained herein.

Section 6 – Amendments. The terms and conditions of this Declaration may be amended, annulled or waived by an instrument in writing recorded in the public records of Summit County, Ohio, in the following manner and subject to the following conditions:

(a) Until such time as the Developer, or Developer's designated successors or assigns has completed the sale of all Parcels, Developer, or Developer's designated successors or assigns, shall have the sole right and power of granting waivers to provisions of this Declaration and amending this Declaration provided no such amendment shall materially and adversely affect the value of existing dwellings or shall prevent a dwelling from being used by the Owner in the same manner that it was being used prior to the adoption of such amendment.

(b) After the sale of all of the Parcels of the Property by the Developer, an amendment, annulment or waiver of any provision hereof shall have been approved at duly called and held meetings by not less than 66-2/3 percent of the membership.

(c) In addition to the above, Developer and/or the Association shall have the right to amend this Declaration without the consent of any person to correct errors of omission or commission or as required to comply with requirements of any governmental agency or public, quasi-public or private entity, or to bring the Declaration in compliance with the applicable laws, statutes and ordinances.



Section 7 – Special Amendment. Either Developer or the Association shall have the right and power to authorize and record a special amendment to this Declaration at any time and from time to time, which amends this Declaration to correct clerical or typographical errors in this Declaration. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Developer and to the Association to make a special amendment on behalf of each Owner, as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, other evidence of obligation, or other instrument affecting the Property and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to Developer and to the Association to vote in favor or make and record special amendments.

Section 8 – Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

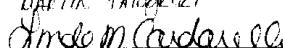
IN WITNESS WHEREOF, Developer and the Association have hereunto set their hands at Cleveland, Ohio, the date and year first above written.

Signed and acknowledged
in the presence of:

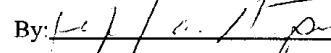
KINGDOM DEVELOPMENT CORP.



Martha Tamburini



Linda M. Cardarelli

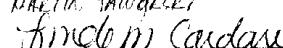
By: 

Its: 

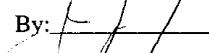
THE WOODS AT ETHAN'S GREEN
HOMEOWNERS ASSOCIATION



Linda M. Cardarelli



Linda M. Cardarelli

By: 

Its: 



JAMES B McCARTHY SUMMIT CO AUDITOR

54168218

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07/21/1998 03:10P
DE 96.00

STATE OF OHIO :
: SS.
COUNTY OF CUYAHOGA :

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named KINGDOM DEVELOPMENT CORP., by _____, its _____, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed personally and as such officer and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Cleveland, Ohio, this 14 day of July, 1998.

Cheryl Diane Gregerson
Notary Public

STATE OF OHIO :
: SS.
COUNTY OF CUYAHOGA :

CHERYL DIANE GREGERSON
Notary Public - State of Ohio
My Commission Expires Feb. 5, 2003

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named THE WOODS AT ETHAN'S GREEN HOMEOWNERS ASSOCIATION, by _____, its _____, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed personally and as such officer and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Cleveland, Ohio, this 14 day of July, 1998.

Cheryl Diane Gregerson
Notary Public

This Instrument Prepared By:

Gregg S. Levy, Esq.
Dinn, Hochman & Potter, P.L.L.
5885 Landerbrook Drive, Suite 205
Cleveland, Ohio 44124
(440) 446-1100 *Levy*

CHERYL DIANE GREGERSON
Notary Public - State of Ohio
My Commission Expires Feb. 5, 2003



EXHIBIT "A"

Situated in the City of Twinsburg, County of Summit and State of Ohio; and known as being Block A, in Ethan's Green Phase 10-B2 of part of Original Twinsburg Township Lots 10 & 11, Tract 2 as shown by the recorded Plat in Cabinet M, Slides 724 & 725 of Summit County Records, be the same more or less, but subject to all legal highways.

64-07361
TW. 00008 - 96.036.000

TRANSFER NOT NECESSARY
SEC. 319.202 RE: NO COMPLIANCE WITH
James B. McCarthy P
Commissioner
JAMES B. McCARTHY BY *John C. Hall*
County Auditor Deputy Auditor
13818
TRANSFER NOT NECESSARY
July 21, 1998
James B. McCarthy County Auditor


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07/21/1998 03:10P
DE 90.00
JAMES B MCCARTHY SUMMIT CO AUDITOR