

FIRST REVISED AND RESTATED
DECLARATION OF RESTRICTIONS, COVENANTS, AND EASEMENTS
OF
BENT TREE HOMEOWNERS ASSOCIATION
STRONGSVILLE, OHIO



[A WALKING STICK ESTATES, LTD. DEVELOPMENT]

TABLE OF CONTENTS

ARTICLE I: DEFINITIONS 3

ARTICLE II: PROPERTY SUBJECT TO COVENANTS, RESTRICTIONS, AND ADDITIONS 5

ARTICLE III: MEMBERS AND VOTING RIGHTS IN THE ASSOCIATION 6

ARTICLE IV: PROPERTY RIGHTS IN THE COMMON PROPERTIES 6

ARTICLE V: COVENANT FOR MAINTENANCE EASEMENTS 7

ARTICLE VI: PROTECTIVE COVENANTS 9

ARTICLE VII: DURATION AND AMENDMENT 12

ARTICLE VIII: GENERAL PROVISIONS 13

FIRST REVISED AND RESTATED
DECLARATION OF RESTRICTIONS, COVENANTS, AND EASEMENTS OF
BENT TREE HOMEOWNERS ASSOCIATION

WHEREAS Bent Tree Homeowners Association was incorporated as an Ohio not-for-profit corporation to administer and exercise the functions and powers permitted by the State of Ohio and through its charter as Entity No. 505022;

WHEREAS the Association is a homeowners association managing Premises that are part of Exhibit "A", attached hereto, and a Declaration of Covenants, Restrictions, and Easements was imposed, as recorded in Volume 14643, Page 949, *et seq.*, of Cuyahoga County Records, together with supplemental recordings thereof recorded in the Cuyahoga County Records at Volume 14665, Page 421, *et seq.*, Volume 14667, Page 341, *et seq.*, Volume 14890, Page 235, *et seq.*, Volume 86-2403, Page 53, *et seq.*, Volume 91-6454, Page 38, *et seq.*, and at Volume 97-08024, Page 16, *et seq.* of the Cuyahoga County Records and including subsequent amendments recorded at Instrument Nos. 200208120317, 200412030217, and 201107210021;

WHEREAS the Association encompasses and includes the plats of record with the Cuyahoga County Recorder at Volume 222, Page 14, Volume 222, Page 11, Volume 220, Page 63, Volume 224, Page 58, Volume 86-2403, Page 48, Volume 239, Page 41, Volume 234, Page 96, Volume 91-4277, Page 27, Volume 265, Page 81, Volume 267, Page 23, Volume 271, Page 69.

WHEREAS the Board of Trustees and the Owners within Bent Tree Homeowners Association wish to consolidate and update their governing documents and to provide for ease of reference a First Revised and Restated Declaration of Covenants, Restrictions, and Easements and First Revised and Restated Code of Regulations.

NOW, THEREFORE, BE IT RESOLVED that the following Revised and Restated Declaration complete with First Revised and Restated Code of Regulations integrated therein be enacted and operable, intended to maintain the general plan for the development while updating the governing documents to reflect changes occurring since the Association's 1977 incorporation and all subsequent recordings with the Cuyahoga County Recorder.

ARTICLE I: DEFINITIONS

Section 1. The following words, when used in this Declaration and the Covenants and Restrictions set forth herein (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the Bent Tree Association, an Ohio non-profit corporation, formed for the purposes of maintaining and administering the Common Properties in the Bent Tree Subdivisions, providing services of general benefit to the owners of Lots and Living Units within the Bent Tree Subdivisions, administering and

enforcing these Covenants and Restrictions and any other covenants and restrictions imposed on Lots or Living Units in the Bent Tree Subdivisions as contemplated by Article II hereof, and collecting and disbursing the assessments and exercising the other functions hereinafter provided for.

- (b) "The Bent Tree Subdivisions" shall mean and refer to the property described in, and any additions made thereto in accordance with, Article II hereof.
- (c) "Common Properties" shall mean and refer to (i) those areas of land designated as "Recreation Area" or "Common Property" on any recorded subdivision plat of the Bent Tree Subdivisions and intended to be devoted to the common use and enjoyment of all the Owners of both Lots and Living Units and (ii) the Green Areas.
- (d) "Cluster Housing Properties" shall mean and refer to those areas of land in the Bent Tree Subdivisions intended to be devoted to the common use and enjoyment exclusively of the Owners of Living Units located in a single "Block" designated on any recorded subdivision plat of the Bent Tree Subdivisions and in which the Owner of each Living Unit in said Block is now or hereafter granted property rights co-extensive with those of all other Owners of Living Units in said Block, whether pursuant to a Declaration of Condominium Ownership, covenants and restrictions of the nature set forth herein or other instrument or document of similar import, but shall not include the Common Properties or any Lot.
- (e) "Developer" shall mean and refer to, collectively and/or individually as the context requires, Declarant and its affiliated corporations and their respective successors and assigns.
- (f) "Green Areas" shall mean and refer to those areas of land intended to remain as open areas and buffer zones for the common use, benefit, and enjoyment of all the owners of both Lots and Living Units and which are (i) that area designated as "Block A", on the recorded subdivision plat captioned Bent Tree Subdivision No. 1, Phase 1 referred to hereinabove, and (ii) any areas of land designated as "Green Area", or any areas of land reserved for substantially the same use and purpose as the aforesaid areas no matter how designated, on any other recorded subdivision plat of the Bent Tree Subdivisions.
- (g) "Living Unit" shall mean and refer to any building, any portion of a building or any condominium unit and any fee or undivided fee interest in real property appurtenant to such building, portion of a building or unit, which is situated within the Bent Tree Subdivisions, is designated and intended for use and occupancy as a single-family residence and which is located on an area designated as a "Block", or a part thereof, on any recorded subdivision plat of the Bent Tree Subdivisions.
- (h) "Lot" shall mean and refer to any subplot, together with any building or buildings thereon, shown upon any recorded subdivision plat of the Bent Tree Subdivisions, which is not located on any area designated as a "Block" on any recorded subdivision plat of the Bent Tree Subdivisions.
- (i) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon the Properties,

but shall not mean or refer to any mortgagee thereof unless and until such mortgagee has acquired title pursuant to foreclosure, or any proceeding in lieu of foreclosure.

- (j) "Member" shall mean and refer to the Developer and all those Owners who are Members of the Association as provided in Article III, Section I, hereof.
- (k) "Living Unit Owners' Association" shall mean and refer to any association formed for the purpose of regulation and maintenance of Cluster Housing Properties and Living Units whether pursuant to a Declaration of Condominium Ownership, covenants and restrictions of the nature set forth herein or other instrument or document of similar import.
- (l) "City" shall mean the City of Strongsville, a municipal corporation organized and existing under the laws of the State of Ohio. It is specifically acknowledged by all parties to these Covenants and Restrictions that the "City" is a third party beneficiary to these Covenants and Restrictions and has the same authority to administer and enforce these Covenants and Restrictions as they relate to the Common Properties, storm sewers, and swales, as more fully set out herein, as does the Association or Developer.

Section 2. Any word not otherwise defined above shall be assigned the meaning contained in Ohio Revised Code Chapter 5312 or, if not defined therein, its common meaning.

ARTICLE II: PROPERTY SUBJECT TO COVENANTS, RESTRICTIONS, AND ADDITIONS

Section 1. Property Subject to Covenants and Restrictions. The property comprising the Bent Tree Subdivisions, all of which is and shall be held, transferred, sold, conveyed and occupied subject to these Covenants and Restrictions is and shall be the Existing Property described in Section 2 of this Article and any additional real property added thereto pursuant to Section 3 of this Article; provided, however, that such areas of land may be used as permitted by law and as consistent with these Covenants and Restrictions as they apply to Living Units and Cluster Housing Properties and to impose thereon such additional, complementary, or modified covenants and restrictions as may be necessary or desirable to reflect the different character of such areas and the structures built thereon and as are not materially inconsistent with the scheme of these Covenants and Restrictions.

Section 2. Existing Property. The Properties comprising the Bent Tree Subdivisions, and in this Article II shall be referred to as "Existing Property".

Section 3. Additions to Bent Tree Subdivisions.

- (a) Additional real property, located in the City of Strongsville, County of Cuyahoga and State of Ohio, may, upon approval by the Association in accordance with its Articles of Incorporation and/or Code of Regulations, become subject to these Covenants and Restrictions, provided that any such proposed addition is adjacent to the Existing Property (or to any property added thereto in accordance with this Article II). Property

abutting or located across a street or highway from any portion of the Existing Property or added property, or located within one hundred (100) feet from any portion of the Existing Property, or added property, shall be considered to be adjacent to it.

- (b) Any such addition shall be made by filing of record a deed, agreement or other instrument in form approved by the Association which shall extend the scheme of these Covenants and Restrictions to such additional property. Such instrument may contain such complementary additions to and modifications of these Covenants and Restrictions as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the scheme of these Covenants and Restrictions. In no event, however, shall such instrument revoke, modify or add to the Covenants and Restrictions established by this Declaration for the Existing Property, nor shall such instrument provide for assessment of the added property at a lower rate than that applicable to the Existing Property.
- (c) Upon merger or consolidation of the Association with another association, the surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall be entered into which would effect or attempt to effect any revocation, modification or addition to the Covenants and Restrictions established by this Declaration for the Existing Property.

ARTICLE III: MEMBERS AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Members. Every Owner automatically shall be a Member of the Association for so long as he is an Owner, provided that any such person or entity who holds such interest merely as a security for the payment of money or performance of an obligation shall not be a Member.

Section 2. Voting Rights. There shall be one class of Membership in the Association: Class A Membership. Class A Members shall be entitled to one vote for each Lot or Living Unit. In the event a Lot or Living Unit is owned by more than one owner, the owners shall not be entitled to more than one vote with respect to any such Lot or Living Unit.

The Developer's Class B Membership is omitted from this Revised and Restated Declaration.

Section 3. Articles and Regulations of the Association. The Articles of Incorporation and Code of Regulations of the Association may contain any provisions, not in conflict with these Covenants and Restrictions, as are permitted to be set forth in such Articles and Regulations by the Non-Profit Corporation Law of Ohio as from time to time in effect.

ARTICLE IV: PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every Member or, in the stead of said Member, any tenant or lessee thereof, who is in residence upon said Member's Lot or Living Unit shall have for himself, his immediate

household and guests a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot and Living Unit.

Section 2. Title to Common Properties. The Association shall retain the legal title to the Common Properties.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created by this Article IV shall be subject to the following:

- (a) The right of the Association, in accordance with its Articles and Code of Regulations, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and
- (b) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure; and
- (c) The right of the Association, in accordance with its Articles and Code of Regulations, to adopt uniform Rules and Regulations governing the use of the Common Properties, and to suspend the enjoyment rights of any Member or tenant or lessee thereof and his household and guests for non-payment of an assessment, during any period which such assessment remains in default, or for any infraction of such rules and regulations; and
- (d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and
- (e) The right of the Association to issue annual permits to non-Members for the use of all or a part of the Common Properties, at such time and upon such terms as may be determined from time to time at a meeting of the Members by the affirmative vote of Members entitled to exercise two-thirds (2/3) of the voting power of the Association; and
- (f) The right of the Association to dedicate or transfer all or any part of the Common Properties to any municipality or any public agency, authority or utility, for such purposes and subject to such conditions as may be determined at a meeting of the Members by the affirmative vote of Members entitled to exercise two-thirds (2/3) of the voting power of the Association.

ARTICLE V: COVENANT FOR MAINTENANCE EASEMENTS

Section 1. Creation of the Liens and Personal Obligations of Assessments. The Owner and any and all subsequent Owners of any Lot or Living Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association, and to subject said Lot or Living Unit to a

lien, as hereinafter provided, in favor of the Association as security for the payment of, the following: (1) an annual assessment levied in accordance herewith for the purposes of operating, maintaining, constructing, repairing and replacing the recreational and landscaped areas and facilities on the Common Properties, and of administering the affairs of the Association; and (2) special assessments levied in accordance herewith for improvements or other capital expenditures, including the acquisition of additional property for use as Common Properties, for emergency, operating, maintenance or repair costs, and for other costs and expenses not anticipated in determining the applicable annual assessment. Each such assessment shall be in the same amount for each Lot or Living Unit. All annual and special assessments, together with interest thereon as hereinafter provided, shall be a charge upon any such Lot or Living Unit if not paid within sixty (60) days after the same have become due and payable, and at such time the Association shall have a lien upon the Lot or Living Unit for which such assessment has not been paid and upon the ownership interest of the Owner of such Lot or Living Unit.

Section 2. Annual Assessments. The annual assessment for the following year shall be levied annually by the Board of Trustees of the Association, prior to the date of the annual meeting of the Members, in such amount as in its discretion shall be reasonably necessary to meet expenses anticipated during the ensuing year and to accumulate reasonable reserves for future operating and capital expenditures. The Members may, by exercising not less than a majority of the voting power of the Association, waive the reserve requirement annually. At said annual meeting of the Members, the amount of the annual assessment for the following year as levied by the Board of Trustees of the Association may be increased or decreased by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association.

Section 3. Special Assessments. The Association may levy a special assessment applicable to a specified number of years; provided, however, that any such assessment shall be approved by the affirmative vote of Members entitled to exercise two-thirds (2/3) of the voting power of the Association. Members shall be given written notice thirty (30) days in advance of the date of the meeting at which such vote shall be taken stating that a special assessment for a stated purpose or purposes will be considered and discussed at such meeting.

The City shall have the right but not the obligation to impose any special assessments for improvements made by the City which would otherwise be a lien on the Common Properties on the real property or lots within the Development area on an equitable basis to be determined by the City.

The assessments set out above are enforceable as provided by law or under Article V of these Covenants and Deed Restrictions.

Section 4. Due Dates of Assessments: Defaults. Each annual assessment shall be due and payable on or before March 1 of the year for which it is levied. The due date of any special assessment or installment thereof shall be fixed in the Resolution of the Association authorizing such assessment, and written notice of such special assessment or installment

thereof shall be given to each Owner subject thereto thirty (30) days in advance of such due date. All payments on accounts shall be applied consistent with R.C. § 5312.11(B).

If an annual or special assessment or installment of a special assessment is not paid within sixty (60) days after the due date, it shall be deemed to be in default, and such delinquent assessment or installment shall bear interest from the due date at the rate of Ten Percent (10%) per annum or at such other rate as may be set by the Board of Trustees. The Association may, after such sixty (60) days, file a notice of lien with respect thereto, stating the amount due, signed by the President and Secretary of the Association, and duly acknowledged and witnessed, in the office of the Recorder of Cuyahoga County, Ohio.

Section 5. Statement of Unpaid Assessments. Statements in respect to existence and amount of unpaid liens and assessments on any Lot or Living Unit shall be provided by the Association to any prospective purchaser or mortgagee of said Lot or Living Unit upon request.

Section 6. Exempt Property. The following property shall be exempted from the assessments and liens created herein:

- a. All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- b. The Common Properties and the Cluster Housing Properties (except with respect to any assessment levied or lien imposed on any undivided fee interest therein concomitant with the assessment of or imposition of a lien on any Living Unit) as defined in Article I, Section 1 hereof; and
- c. All properties exempted from taxation by the laws of the State of Ohio, upon the terms and to the extent of such legal exemption.

Notwithstanding any other provisions herein, no Lot or Living Unit devoted to dwelling use shall be exempted from said assessments or liens.

ARTICLE VI: PROTECTIVE COVENANTS

Section 1. Land Use. Each Lot or Living Unit shall be used only for private, single-family, residential purposes, and only one single-family residence, with garage attached, shall be constructed or erected on any Lot. A single “out-building” as defined in Paragraph 5 hereof may be built or maintained on any Lot only in accordance with the provisions of said Paragraph 5. No building or other structure shall be erected, constructed, placed or suffered to remain upon or within the Green Areas except for fences, signposts and other such items which are intended to enhance the common use and enjoyment of such areas, which do not significantly compromise the nature of such areas as open areas and buffer zones, and for which approval has been obtained in accordance with Section 2 of this Article VI.

Section 2. Architectural Control. No building or other structure, including, without limitation, any structure used for the receipt or transmission of radio or television signals except a television antenna of the type customarily used in residential areas in Strongsville, shall be

erected, constructed, reconstructed, placed, altered or suffered to remain upon property within the Bent Tree Subdivisions, unless and until the plans and specifications showing the size, height, type and materials of construction thereof and the location of the same shall have been submitted to and approved in writing as to the harmony of the external design and the location in relation to surrounding structures and topography by the Association. Any specific improvement having received prior review and approval of the Association, whether through the Board of Directors or an Architectural Control Committee, shall not be subsequently prohibited by the Association or any removal thereof be required by the Association, unless prohibited by specific amendment to this Declaration, and even then only after the improvement requires replacement having reached the end of its useful life.

Section 3. Easements. The Developer created and granted on the recorded plat of the Properties easements for installation and maintenance of electric, gas and communication facilities to the companies named thereon and easements for sewer, drainage, swale, slope, retention, driveways, walk-ways and other easements to the City of Strongsville to the extent shown on said Plat. The Association reserves the right to create and grant similar easements on the plats to be recorded on any additional real property as defined in Article II, Section 3 of these Covenants and Restrictions.

Easements have been created and granted for the installation and maintenance of sanitary sewers, storm sewers, drainage, and swales to the City of Strongsville.

No structures (including but not limited to sidewalks and driveways), plantings or other materials shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas or which may change, retard, or increase the flow of water through the respective easement areas. The easement areas and all improvements therein shall be maintained continuously by the Association unless those easement areas are accepted by the City of Strongsville and which the City of Strongsville has formally undertaken to maintain. The City of Strongsville shall have the right to enter upon and across each lot at any place that the City deems necessary in order to install or maintain, or to perform any function or operation in accordance with such easement.

Section 4. Building Setback Restriction; Tree Lawn Limitation. No portion of any Lot nearer to any street than the building lines prescribed by ordinance for the Bent Tree Subdivisions shall be used for any purpose other than that of a lawn; nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks and drives, the planting of trees or shrubbery, or the growing of flowers or ornamental plants for the purpose of beautifying said premises. No alteration of the tree lawn shall be made without the prior written approval of the Association, which shall not include simple replacement or repair of existing improvements.

Section 5. Outbuilding; Temporary Structures. In addition to the one single-family residence with garage attached, as permitted by Section 1 of this Article VI with respect to a Lot, not more than one out-building (i.e., a building detached from the principal dwelling for use,

subject to the restrictions set forth herein, for purposes ancillary to the single-family dwelling other than as a garage) shall be built or maintained on each Lot. No out-building shall be built or maintained on any Lot prior to the erection of the principal dwelling house thereon. Any such out-building shall be situated at the rear of the dwelling. The provisions of this section shall not apply to any temporary construction building used in the development of the Bent Tree Subdivisions. No basement, garage or out-building shall at any time be used as a residence temporarily or permanently, nor shall any residence whatsoever of a temporary character be permitted.

Section 6. Nuisance, Signs, Trade or Business, Liquor, Pets. No nuisance, advertising sign, billboard or other advertising device shall be built, placed, permitted or suffered to remain upon any Lot or Living Unit, nor shall any such Lot or Living Unit be used in whole or in part for any trade or business or in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any holder of adjoining land. No spirituous, vinous or fermented liquors shall be manufactured or sold either at wholesale or retail upon any Lot or Living Unit. Domestic pets may be kept upon any Lot or Living Unit in such manner and such type as one ordinary family usually keeps for its private use in a residential community, but such pets shall not be permitted to become a nuisance.

Section 7. Exterior Maintenance. The Owner of each Lot or Living Unit, or a Living Unit Owners' Association, whichever is appropriate, shall provide reasonable exterior maintenance upon said Lot or Living Unit as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, driveways, walks and other exterior improvements.

The Association shall have the same duty to maintain all Common Properties, storm sewers, and swales after title has been conveyed to the Association.

The City, as a Third Party beneficiary, may – although under no obligation or duty to do so – compel compliance as the City deems necessary by Court action or any other means.

Section 8. Storage and Parking Vehicles. No commercial vehicle, truck, trailer, mobile home, house recreational vehicle or trailer (either with or without wheels) shall be stored or kept outside the garages within the Bent Tree Subdivisions. Private automobiles shall be stored in the garage attached to the residence or parked on paved driveway. No item, including boats, shall be stored on any Lot or areas surrounding any Living Unit, except in an attached garage.

Not in limitation of any other prohibitions contained in this document, no vehicle shall be parked on the Common Properties except in areas designated for parking by the Association. Designated vehicular parking spaces are to be utilized for guest and visitor temporary parking only. Vehicles otherwise permitted to be parked within visitor or guest parking spaces on the Common Properties shall not be parked in any or all of the designated parking spaces for a period of more than three (3) consecutive days nor for periods more often than three (3) times per calendar year.

Section 9. Garbage and Refuse Disposal. No portion of the Common Properties or of any Cluster Housing Properties, no Lot and no Living Unit shall be used or maintained as a dumping ground or storage site for rubbish, trash, garbage, or any other discarded or waste material. Garbage and waste material may not be kept outside any Living Unit or any structure on any Lot except in a sanitary, clean and covered container.

Section 10. Laundry. No clothesline or clothes-pole or other device or mechanism for the hanging of clothes shall be maintained on any Lot or Living Unit unless the same is screened from street view and from the view of persons on neighboring Lots or Living Units.

Section 11. Mowing. The Owner of each Lot or Living Unit shall mow or cause to be mowed all grass or other vegetation thereon, except decorative landscaping, ground cover and garden plants, to a height not exceeding four inches (4"). The Association and the appropriate Living Unit Owners' Association shall perform such duties with respect to the Common Properties and Cluster Housing Properties, respectively.

Section 12. Street Signs. In the event and to the extent that the City of Strongsville permits the use of street signs which do not conform to the standard street sign on the condition that the Association bear the responsibility for the maintenance, repair and replacement of such signs.

ARTICLE VII: DURATION AND AMENDMENT

Each provision of these Covenants and Restrictions shall be a separate covenant, and the holding of any covenant invalid for any cause shall not affect the validity of any other. Each provision shall be enforceable at the suit of the Association, or its successors and assigns, or any other Owner or lawful occupant of any Lot or Living Unit, subject hereto, or of any other person holding a property interest in the Bent Tree Subdivisions, or any part thereof, who is damaged or prejudiced by breach of such provision, including, without limitation, the City of Strongsville with respect to the obligation of the Association or any Living Unit Owners' Association to administer and maintain the Common Properties or any Cluster Housing Properties, as the case may be. Failure to enforce any provision shall not constitute a waiver of or any acquiescence or consent to any concurrent or subsequent violation of any such provisions. Said provisions shall remain in force until January 1, 2040 unless, within the year immediately preceding such date, they are extended as written or as changed by consent thereto in writing signed, witnessed and acknowledged as then required by the laws of Ohio for the conveyance of real estate, by the owners of seventy-five percent (75%) of all the Lots and Living Units subject to such provisions, excluding all mortgagees and lien-holders and purchasers under executory contracts. All owners shall be entitled to thirty (30) days' notice of any proposed amendment or change to the language within the Declaration or Code of Regulations.

Notwithstanding anything in these Covenants and Deed Restrictions to the contrary, the duties and obligations of the Association, as they relate to the Common Properties and the authority

to enforce these duties and obligations shall be of unlimited duration, shall be non-modifiable and shall be non-waiverable without the prior written consent of the City.

ARTICLE VIII: GENERAL PROVISIONS

Section 1. Notices. Any notice required to be sent to any Owner under the provisions of these Covenants and Restrictions shall be deemed to have been properly sent when mailed by regular mail to the last known address of said Owner as such appears on the records of the Association. Said notice may be sent to any electronic address provided by the Owner to the Association for such purpose as notice or communication.

Section 2. City as a Third-Party Beneficiary. The City, as a third party beneficiary to these Covenants and Deed Restrictions and by giving its approval to these documents, shall in no way be deemed to have waived any of its zoning, building, or other requirements of ordinances or general law which requirements shall still be binding upon the property included herein if they are more restrictive than the requirements set out within these Covenants and Deed Restrictions.

Section 3. Dissolution or Termination. No Association created herein may be dissolved or terminated without the expressed written consent of the City of Strongsville.

Document Prepared by:
Foth & Foth Co., LPA
Erick J. Nevin, Esq.
11221 Pearl Road
Strongsville, Ohio 44136