

**DECLARATION OF RESTRICTIONS,**  
**COVENANTS AND EASEMENTS**  
**BENT TREE SUBDIVISION NO. I**

THIS DECLARATION, made and entered into this 16<sup>th</sup> day of November, 1977, by NORTH EAST LAND COMPANY, an Ohio corporation (sometimes hereinafter referred to as the “Declarant”),

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property situated in the City of Strongsville, County of Cuyahoga and State of Ohio, which is known as being sublots 1 to 40, both inclusive, and Block “A” in the BENT TREE SUBDIVISION NO. I, PHASE I of part of Original Strongsville Township Lot No. 19, as shown by the recorded plat in Volume 222 of Maps, Page 63 of Cuyahoga County Records (hereinafter sometimes referred to as the “Properties”);

NOW, THEREFORE, Declarant does hereby certify and declare that it has established, and does establish hereby, a general plan for the improvement, development, ownership, use, maintenance and sale of the Bent Tree Subdivisions, and each and every part thereof, and the manner, provisions, conditions, easements, restrictions and covenants upon and subject to which said property and each and every Lot and Living Unit shown on any recorded plat thereof shall be used, improved, occupied, owned, maintained, sold and conveyed. Declarant hereby further declares that henceforth the Properties, and any part thereof, shall be used, improved, occupied, owned, maintained, sold and conveyed subject to the provisions, conditions, easements, restrictions and covenants set forth herein, all of which are, and each of them is, impressed and imposed upon each and every part of the Properties and shall run with the land and all of which shall apply to, be binding upon and inure to the benefit of Declarant, and any person who may hereafter become the owner of any interest in the Bent Tree Subdivisions, including, without limitation, the Properties, or any part thereof by reason of deriving title from, through or under the Declarant or any grantee thereof.

**COVENANTS AND RESTRICTIONS FOR  
THE BEST TREE SUBDIVISIONS**

**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 nonprofit corporation, formed for the purposes of maintaining and administering the Common Properties in the Bent Tree Subdivision, 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, but shall not mean, refer to or include any cluster Housing Properties.
- (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 which acquire for purposes of development all or substantially all of the Lots or Living Units held by Declarant or any of said affiliates.
- (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. I, Phase I referred to in Article II, Section 2(a) hereof, and (ii) any areas of land designated as “Green Area”, or any areas of land reserved for substantially the same use and purposes 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 any and all owner or owners of record, whether a person or an entity, of a fee or undivided fee simple title to any Lot or Living Unit situated within the Bent Tree Subdivisions at any time during the term of these Covenants and Restrictions but shall not mean or refer to the Developer or a mortgagee unless and until such mortgagee has acquired such title pursuant to foreclosure or by deed 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 1, hereof.
- (k) “Living Unit Owners’ Association” shall mean and refer to any nonprofit corporation or association formed for the purpose of administration, 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.

## **ARTICLE II**

### **PROPERTY SUBJECT OT COVENANTS**

#### **AND RESTRICTIONS: 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 the Developer reserves the right with respect to such areas of land as the Developer may choose in any real property added pursuant to said Section 3, to build thereon such single-family townhouses or such other single-family cluster housing as may be permitted by law and is 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 easements, 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 comprise 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 Developer prior to January 1, 1982 and thereafter 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 Developer prior to January 1, 1982 and thereafter 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 the applicable hereunder 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 affect 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. The Developer shall be a member until it has conveyed every Lot and Living Unit owned by it to an Owner.

Section 2. Voting Rights. Membership in the Association shall be divided into Class A Members and Class B Members.

CLASS A. Class A Members shall be all Members with the exception of the Class B Members. Each Class A member shall be entitled to one vote for each Lot or Living Unit owned by such Member. 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.

CLASS B. The Class B Member or Members shall be the Developer. Each Class B Member shall be entitled to four votes for each lot or Living Unit owned by it.

Section 3. Articles and Regulations of 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 Developer shall retain the legal title to the Common Properties until such time as it has completed any improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any other provision herein, the Developer hereby covenants for itself and its successors and assigns that it shall convey the Common Properties to the Association not later than December 31, 1981.

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 Developer and of the Association in accordance with its Articles of Incorporation 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 of Incorporation 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 nonpayment 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 fees 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 Liens and Personal Obligations of Assessments. Upon the conveyance of each Lot or Living Unit from the Developer to an Owner and upon all subsequent conveyances of said Lot or Living Unit, the Owner and any and all subsequent Owners of said Lot or Living Unit, by acceptance of a deed therefore, 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; provided, however, that, if a Lot or Living Unit is conveyed by the Developer to the Owner (hereinafter the "Initial Conveyance") after the date on which an annual assessment is due and payable, the amount of such annual assessment to be paid by such Owner shall be prorated by multiplying the total amount of such annual assessment by a fraction, the numerator of which is the number of days remaining in the year of Initial conveyance and the denominator of which is 365 unless said annual assessment is levied for a period of less than one year, in which case the denominator shall be the total number of days in the period for which the assessment is levied. 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. When the recreational facilities on the Common Properties have been substantially completed by the Developer, the Board of Trustees of the Association shall levy the annual assessments for the balance of that year and for the next succeeding year. Each year thereafter, 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. 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. In no event, however, shall the annual assessment for years beginning prior to January 1, 1981, exceed One Hundred and Twenty Dollars per Lot or Living Unit per year.

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.

Section 4. Due Dates of Assessments: Defaults. The annual assessment for the balance of the year in which the recreational facilities on the Common Properties are substantially completed shall be due and payable ten (10) days after the same is levied with respect to any Lot or Living Unit conveyed by the Developer on or prior to such due date. Each annual assessment thereafter shall be due and payable on January 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.

In the event the Initial Conveyance of a Lot or Living Unit takes place after any assessments in effect have become due and payable pursuant to the foregoing, the amount of any such assessment, prorated in accordance herewith, shall be due and payable upon the conveyance of said Lot or Living Unit.

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 Eight Percent (8%) per annum or at such other rate as may be set by the Board of Trustees after January 1, 1981. 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 Custer 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 provision 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 except by the Developer, 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 Developer while the Developer is a Member and thereafter by the Association.

Section 3. Easements. The Developer has 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 Developer reserves the right to create and grant similar easements on the plats to be recorded on any resubdivision of the Existing Property or on any additional real property as defined in Article II, Section 3 of these Covenants and Restrictions.

No structures, planting or other material shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and maintenance of such utilities, or which may change the direction of flow of drainage channels, or which may obstruct or retard the flow of water through drainage channels. The easement area of each Lot or Living Unit and all improvements in it shall be maintained continuously by the owner of the Lot or Living Unit, except for those improvements therein for which a public authority or utility is responsible. The holder of any such easement shall have the right to enter upon and across each Lot or Living Unit at any place that is required in order to make any installation, to carry out any maintenance or to perform any other such function or operation in accordance with such easements.

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 trees or shrubbery shall be planted in the tree lawn without the written approval of the Association.

Section 5. Out-Building: 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 to 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.

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 within the Bent Tree Subdivisions. Private automobiles shall be stored in the garage attached to the residence or parked on paved driveway. No boat shall be stored on any Lot or Living Unit except in an attached garage.

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 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. 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, and the Developer, prior to January 1, 1982, or thereafter the Association, decides to install and use any such non-conforming street signs in

order to enhance the appearance of the Bent Tree Subdivisions, or any part thereof, then the Association shall have the authority to agree to maintain, repair and replace such signs.

## **ARTICLE VII**

### **DURATION; 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 Developer, the Association, or their respective 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, 2028 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 sixty-five percent (65%) of all the Lots and Living Units subject to such provisions, excluding all mortgagees and lien-holders and purchasers under executor contracts; provided, however, that the Developer hereby reserves the exclusive right at any time and from time to time until January 1, 1982 to modify, change, alter, add to or rescind any provision of the covenants and restrictions, but not the easements, set forth herein by executing an instrument in writing which sets forth any such modification, change, alteration, addition or rescission, or any combination of such actions, and by filing of record said instrument in the Cuyahoga County Records; provided, however, that any such modification, change, alteration, addition or rescission shall be made only if in the judgment of the Developer, the development or lack of development of the Bent Tree Subdivisions requires such modification, change, alteration, addition or rescission or if in the judgment of the Developer the purposes of the general plan of development will be better served by such action.

## **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, post paid, by regular mail to the last known address of said Owner as such appears on the records of the Association.

IN WITNESS WHEREOF, Declarant hereunto sets its hand by Maurice F. Shave its President this 16<sup>th</sup> day of January, 1977.

NORTH EAST LAND COMPANY

By \_\_\_\_\_

Maurice F. Shave, President