

09/23/02

DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
STRATFORD GREEN AT MAYFAIR

MAYFAIR EAST DEVELOPERS, LLC, DEVELOPER

SEPTEMBER 26, 2002

TRANSFER NOT NECESSARY  
John A. Donofrio, Fiscal Officer

*9-27-02 Cuygatt*



John A Donofrio, Summit Fiscal Officer

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EXHIBITS

- Exhibit A - Description of Property Subject to Declaration
- Exhibit B - Bylaws
- Exhibit C - Description of Recreation Association Property


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**DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR  
STRATFORD GREEN AT MAYFAIR**

THIS DECLARATION made as of this day of SEPT 26 2002 by MAYFAIR EAST DEVELOPERS, LLC, an Ohio Limited Liability Company (referred to herein as the "Developer").

PREAMBLE

A. The Developer is the owner of real property in the City of Green, Summit County, Ohio, described in Exhibit "A" ("Property"), and desires to create thereon a planned community in accordance with the Stratford Green at Mayfair Plat ("Plat"), which Plat has been recorded in the Summit County public records, and in accordance with the requirements of the Planning and Zoning Code of the City of Green and Summit County.

B. The Property is a cluster development consisting of: (i) 123 separate sublots, hereinafter also referred to in the alternative as "Lots", and referred to on the Plat as Lots Nos. 1 through 123; (ii) Living Units constructed on the Lots; and (iii) the Common Area shown on the Plat (including Association Roads).

C. The Owners of Living Units within the Property have common interests, which common interests consist of distinct housing type (i.e. cluster housing); and special services and/or common areas and facilities such as exterior maintenance of Living Units by the Association, maintenance of Originally Installed Landscaping by the Association; and ownership and maintenance of certain Common Area (including Association Roads) by the Association.

D. In order to establish the Property as a "Community", the Developer is submitting the Property to this Declaration.

E. The Property consists of, Lots, Living Units and the Common Area, all as hereafter defined.

F. The Developer desires to provide for: (a) the orderly development of the Property; (b) the establishment and maintenance of architectural and design controls and standards; (c) the preservation of Open Space (hereafter defined); (d) the use and maintenance of the Areas of Common Responsibility (hereinafter defined); (e) the compliance with the Planning, Zoning and Subdivision Codes of the City of Green; and (f) the protection of values within the Property. The foregoing is being provided so that the residents of the Property may enjoy a quality environment for themselves and their



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families. For such purpose, the Developer has prepared this Declaration to define the manner in which the Property shall be governed and administered, and the Developer hereby submits the Property to this Declaration.

G. A homeowners' association will be required to regulate, administer and govern the Property for the fulfillment of the foregoing purposes with the power to levy and collect assessments from Owners within the Property and to pay the cost and expense of operating, maintaining, repairing and replacing the Areas of Common Responsibility. The Developer has assigned such functions to Stratford Green Homeowners' Association, Inc., a non-profit Corporation, that Developer has caused to be created under the laws of the State of Ohio (the "Association").

NOW, THEREFORE, the Developer declares the Property and any other property as may by Subsequent Amendment (hereafter defined) be added to and subjected to this Declaration shall be owned, held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, assessments, charges and liens (collectively, the "Covenants and Restrictions") provided in this Declaration, which Covenants and Restrictions shall run with the Property and shall be binding on and inure to the benefit of all Persons (hereafter defined) having any right, title or interest in or to any part of the Property, or any other property as may by Subsequent Amendment be added to and subjected to this Declaration, and their respective heirs, personal representatives, successors and assigns.

#### ARTICLE I

#### PREAMBLE; PROPERTY SUBJECT TO THIS DECLARATION; DEVELOPER'S RIGHT TO ADD AND DELETE LAND

##### Section 1.1 - Preamble

The Preamble is incorporated in and made a part of this Declaration.

##### Section 1.2 - Property

The Property which is and shall be owned, held, transferred, sold, used and occupied subject to this Declaration is the real property described in Exhibit "A".

##### Section 1.3 - Expansion and Contraction of the Property

(a) The Developer reserves the right from time to time to add Additional Property to the Property and to subject the same to the provisions of this Declaration. To add any Additional Property, the Developer shall execute and record a Subsequent Amendment to this Declaration which expressly provides that the land described therein shall become a part of the Property and shall be subject to the Covenants and



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Restrictions set forth in this Declaration, except as the same may be modified by the Subsequent Amendment.

(b) The Developer reserves the right from time to time to delete lands from the Property (provided the lands so deleted are not designated as Common Areas or Open Space) and thereby to free such lands from the provisions of this Declaration. Lands not owned by Developer may be deleted from the Property only with the written consent of the title owner thereof. To delete such lands, the Developer shall execute and record a Subsequent Amendment to this Declaration which expressly provides that the land described therein shall no longer be a part of the Property and shall no longer be subject to the Covenants and Restrictions set forth in this Declaration.

## ARTICLE II EXHIBITS AND DEFINITIONS

### Section 2.1 - Exhibits

The following Exhibits are attached to and made a part of this Declaration:

EXHIBIT "A": A description of the Property subject to this Declaration.

EXHIBIT "B": Bylaws.

EXHIBIT "C": Description of Recreation Association Property.

### Section 2.2 - Definitions

For the purposes of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

(a) "ADDITIONAL PROPERTY" shall mean and refer to additional real property, subject to Developer's unilateral right of annexation as provided in this Declaration. To add Additional Land, the Developer shall execute and record a Subsequent Amendment to the Declaration, which expressly provides that the land described therein shall become a part of the Property and shall be subject to the covenants and restrictions set forth in this Declaration.

(b) "AREAS OF COMMON RESPONSIBILITY". The Areas of Common Responsibility shall mean and refer to: (1) the Common Areas; (2) the entrances to the Property situated off of existing and future public streets that abut the Property (the "Entrances") and landscaping, sprinklers (if any) and other improvements at the Entrances; (3) any security facilities, walls and fences; (4) Association Roads (hereafter defined) and signs, street lights (if any) and walks or pathways (if any); (5) storm drainage that generally serves the Property and ponds, including storm retention and detention ponds and aesthetic ponds; (6) sanitary sewer lines; (7) mail center / gazebo /



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parking areas and road right-of-ways; (8) exterior siding, roofing and painting on Living Units necessitated by normal wear and tear at discretion of the Association; (9) maintenance of Originally Installed Landscaping in accordance with Section 6.4 hereof; (10) real and personal property owned by the Association; (11) real and personal property not owned by the Association but determined by the Board to be the responsibility of the Association; (12) together with those areas, if any, which by contract with any commercial establishment or association, or with any local governmental authority become the responsibility of the Association. Any public rights-of-way within or adjacent to the Property, may be part of the Areas of Common Responsibility.

(c) "ARTICLES" or "ARTICLES OF INCORPORATION". The Articles of Incorporation of the Association which are filed with the Secretary of State of Ohio to create the Association.

(d) "ASSESSMENTS". The assessments levied against all Owners of Living Units to fund Common Expenses, including Recreation Association assessments.

(e) "ASSOCIATION". Stratford Green Homeowners' Association, Inc., a non-profit Ohio corporation, its successors and assigns, created to govern, operate, control and administer the Areas of Common Responsibility and to supervise and enforce this Declaration.

(f) "ASSOCIATION ROAD". Any private street which is at any time constructed on the Property which the Developer at any time offers to dedicate by easement, deed, plat or otherwise, to the Association or to governmental authorities having jurisdiction (whether the same is denominated as a street, avenue, boulevard, drive, place, court, road, circle, lane, walk or other designation) including any curbs, gutters or sidewalks adjacent to any such street or other thoroughfare. An Association Road shall be titled in the name of the Association.

(g) "BOARD". The Board of Trustees of the Association. The Board is sometimes also referred to as the "Trustees".

(h) "BOOK OF RESOLUTIONS" shall mean and refer to the document containing the rules, regulations and policies of the Association as they may be amended.

(i) "BYLAWS". The Bylaws of the Association, also referred to at times as the Bylaws.

(j) "CITY". The City of Green, an Ohio municipal corporation.

(k) "COMMON AREAS". The real estate described in Exhibit A and designated as Common Areas and all other real and personal property now or hereafter owned by the Association or otherwise held for the common use and enjoyment of the Owners or Occupants. Common Areas shall include the Entrances of the Property referred to in subparagraph (a) of this Section, Association Roads and those areas of land intended for the common use, benefit and enjoyment of all Occupants of the Property. Any Owner may delegate, in accordance with the Code and subject to reasonable rules, regulations, and limitations as may be adopted in accordance therewith, his or her right of enjoyment to the Common Areas to the members of his or her family, tenants, and social invitees and shall be deemed to have made a delegation of all such rights to the Occupants of any leased Living Unit. Common Areas does not mean or imply that the public at large acquires any easement of use or enjoyment therein.

(l) "COMMON EXPENSES". The actual and estimated expenses of operating the Association, both for general or special purposes, including reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation of the Association.

(m) "COUNTY". Summit County.

(n) "DESIGN REVIEW COMMITTEE". The committee created by this Declaration and granted original jurisdiction to review and approve or disapprove exterior and structural improvements, landscaping, additions and changes within the Property.

(o) "DEVELOPER". MAYFAIR EAST DEVELOPERS, LLC, an Ohio Limited Liability Company, and the specifically designated successors or assigns of any of its rights as Developer under this Declaration or under any supplement to this Declaration involving the Property as the same may be expanded or contracted from time to time. No person, real or corporate, shall be deemed to be a successor, alternate or additional Developer for the purposes of this Declaration unless and until such person or entity has been specifically so designated by Developer herein, by instrument in writing and placed of record, and shall be deemed a successor and assign of Developer only to the particular rights and interests of Developer under this Declaration or under a supplement to this Declaration. The Developer is also sometimes referred to herein as the "Developer".

(p) "ELIGIBLE MORTGAGE HOLDERS". Eligible Mortgage Holders shall mean banks, savings and loan associations, insurance companies and other institutional lenders, holders, insurers or guarantors of first mortgages on the Property or portions thereof.



(q) "FOUNDING DOCUMENTS" shall mean or refer to the Articles, the Declaration and the Bylaws, all as initially drawn by the Developer and filed and recorded as the case may be, and all as may be duly amended from time to time.

(r) "GOLF BALL AND OPEN SPACE EASEMENT" shall mean the easement known as Open Space F and H granted to Mayfair Country Club, Inc. Golf Ball and Open Space Easement F and H are set forth in the Plat.

(s) "GOLF CART PATH EASEMENTS" shall mean the easements known as Golf Cart Path Easement Area B and C granted to Mayfair Country Club, Inc., as set forth in the Plat.

(t) "GOVERNING DOCUMENTS" shall mean or refer collectively and severally to the Founding Documents, and the Book of Resolutions, as such may be amended from time to time.

(u) "LIVING UNITS". All units of residential housing to be situated on the Property, whether they are single family homes or any other type of living unit permitted to be constructed or created upon the Property under any applicable zoning code that now exists or may hereafter be amended. Without limiting the generality of the foregoing, Living Unit shall mean a portion of the Property intended for any type of independent ownership for use and occupancy as a single family residence and shall, unless otherwise specified, include within its meaning (by way of illustration, but not by way of limitation) single family houses on Lots, as may be developed, used and defined as herein provided or as provided in Subsequent Amendments; provided, further, the term Living Unit shall also include all portions of the Lot owned as a part of any structure thereon. A Living Unit shall come into existence when the improvements constructed thereon are sufficiently complete to reasonably permit the habitation thereof, whether or not a certificate of occupancy has been issued for the Living Unit by the governmental authority having jurisdiction over the same.

(v) "LOT". A platted single-family lot upon which a Living Unit has been or may be constructed.

(w) "MAJORITY VOTING POWER" shall mean 51% of the votes that could be cast by a quorum at a duly called meeting

(x) "MEMBER". A person or entity entitled to membership in the Association, as provided herein.

(y) "NOTICE AND HEARING" shall mean a written notice and a hearing before the Board, at which the Owner concerned shall have an opportunity to be heard in person or by counsel at the Owner's expense, in the manner further provided in the



Bylaws.

(z) "OCCUPANT". A person in possession of a Living Unit including, without limitation, an Owner or any guest, invitee, lessee, tenant, or family member of an Owner occupying or otherwise using a Living Unit.

(aa) "OPEN SPACES". Land that is assigned as private open space use, including "common land" and "open spaces".

(bb) "ORIGINALLY INSTALLED LANDSCAPING". The landscaping installed by the Developer in connection with the construction of a Living Unit on a Lot in accordance with the landscape plan approved by the Design Review Committee and denominated by the Design Review Committee as Originally Installed Landscaping.

(cc) "OWNER". The record Owner of fee simple title in any Living Unit, including the Developer (except as otherwise provided herein) with respect to any unsold Living Unit, but Owner shall exclude in all cases any party holding an interest merely as security for the performance of an obligation. If a Living Unit is sold under a land installment contract, the purchaser (Vendee) (rather than the fee Owner) will be considered to be the Owner. For the purpose of this Declaration, the Owner of Living Units that are rented to others shall be as follows: for the purpose of votes and Assessments, the record Owner of the Living Unit; for the purpose of use and enjoyment of common facilities and amenities which are part of the Common Areas, the Tenant residing in the Living Unit. Every Owner shall be treated for all purposes as a single Owner for each Living Unit held irrespective of whether such ownership is joint or in common. Where such ownership is joint or in common, the majority vote of such Owners shall be necessary to cast any vote to which such Owners are entitled.

(dd) "OWNERSHIP INTEREST". The entire right, title and interest of any Owner in all of the freehold and leasehold estates of such Owner in his Living Unit.

(ee) "PARTY WALL". The structural wall connecting any two Living Units along the boundary of any Sublot and the adjacent Sublot.

(ff) "PERSON". A natural individual, corporation, partnership, limited partnership, trust or other entity to which the law attributes the capacity of having rights and duties.

(gg) "PLAT". The plat of the Property recorded at the time of the recording of this Declaration in Summit County plat records consisting of Lots Nos. 1 through 123, and Common Areas, as the same may be supplemented, modified and amended from time to time.

(hh) "PROPERTY". The land described in Exhibit "A" as the same may from time to time be amended.

(ii) "RECREATION ASSOCIATION" shall mean the Mayfair Park Recreation Association, Inc., its successors and assigns, which shall be an Ohio not-for-profit corporation formed by the Developer for the purpose of maintaining and administering the Recreation Facilities, including the storm water management system. The Association and any other homeowners' associations established in the Subdivision, and any associations established on the Mayfair East Subdivision, shall be members of the Recreational Association, and the board members of the respective association shall be the board members of the Recreation Association.

(jj) "RECREATION FACILITIES" shall mean all of the real estate described on Exhibit C and all improvements constructed thereon, including a park, jogging path, picnic pavilion, playground, parking areas, a retention basin and any future amenities. The Recreation Facilities shall include tangible personal property existing for the common use, enjoyment, or safety of the members and Owners, and for the maintenance of other parts of the Recreation Facilities, such as decorations, furnishings, furniture, equipment, tools and supplies.

(kk) "RULES". Rules and regulations that govern the operation and use of the Living Units and the Areas of Common Responsibility, including the Common Areas and any other property owned by the Association, as such rules and regulations may be adopted from time to time by the Board or the Design Review Committee to implement and carry out the provisions and intent of this Declaration.

(ll) "SUBDIVISION" shall mean the Stratford Green at Mayfair subdivision created on the real estate described on Exhibit A and if applicable, on the Additional Land.

(mm) "SUBSEQUENT AMENDMENT". An amendment to this Declaration which adds Additional Property to that covered by this Declaration or deletes property from that which is covered by this Declaration. A Subsequent Amendment may, but is not required to: (i) impose, expressly or by reference, additional restrictions and obligations on the land submitted by such Subsequent Amendment to the provisions of this Declaration; and/or (ii) otherwise amend this Declaration and/or the Bylaws.

(nn) "SUPPLEMENTARY DECLARATION" shall mean and refer to any declaration filed by Developer and submitting and subjecting any portion of the Additional Land to the rights and obligations imposed by this Declaration

(oo) "TENANT". Any person(s) having a possessory leasehold estate in a Living Unit, other than an Owner.

ARTICLE III  
EASEMENTS

Section 3.1 - Utility Easements

There is hereby reserved in favor of Developer and granted to the Association, its successors and assigns, an easement upon, across, 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, energy, 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, 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 Living Units 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 Design Review Committee 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 3.2 - Easement for Ingress and Egress

There is hereby created an easement upon, across, over and through the Association Roads and any sidewalks, walkways, bike paths, all-purpose trails and parking areas in favor of Developer and the Association, all Owners, Occupants, and their respective guests, licensees and invitees 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 3.3 - Common Areas

Developer, all Owners, Occupants and the guests of such parties shall have the right to enter upon, use and enjoy the Common Areas for their intended purposes in accordance with this Declaration and the applicable Rules.

Section 3.4 · Easements for Construction Alteration, etc.

Easements are hereby created upon portions of the Common Areas necessary in connection with the construction, alteration, rebuilding, restoration, maintenance and repair of any Living Unit 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 Living Unit or other structure or improvement on the Property. Any Person benefiting from the foregoing easement shall indemnify and save harmless the Developer, the Association and each Owner and Occupant from and against any and all losses, damages, liabilities, claims and expenses, including reasonable attorneys' and paralegals' fees resulting from any such construction, rebuilding, alteration, restoration, maintenance and shall repair any damage caused in connection with such activities to substantially the condition that existed prior to such activities.

Section 3.5 · Emergency and Service Easements

Fire, police, health, sanitation, medical, ambulance, school buses, utility companies, mail service and other public or quasi-public emergency and service personnel and their vehicles shall have an easement for ingress and egress over and across the Association Roads and any other roads or drives within the Property for the performance of their respective duties.

Section 3.6 · Easements for Encroachments

If by reason of the construction, repair, restoration, partial or total destruction and rebuilding, or settlement or shifting of any of the Living Units, (a) a Party Wall of a Living Unit shall encroach upon the Lot of the Living Unit sharing the Party Wall, easements are hereby created in favor of the Owner of such encroaching Party Wall for the maintenance of such encroachment; or (b) any other part of the Living Unit shall encroach upon any part of the Common Areas, easements in favor of the Owner of the Living Unit are hereby established for the maintenance of such encroachment; provided, however, in no event shall a valid easement for any encroachment be created in favor of an Owner if such encroachment occurs due to his willful misconduct.

Section 3.7 · Drainage Rights and Authority to Transfer Drainage and other Easement Rights to City

The Developer, each Owner, the Association and the City shall have the non-exclusive right and easement in common to utilize the waterways, courses, storm sewers, drainage pipes and retention basins in, over and upon the Common Areas for the purposes of drainage of surface waters on the Property, said rights-of-ways and easements being hereby established for said purpose. It shall be the obligation of the

Association to properly maintain, repair, operate and control such drainage system on the Common Areas.

Developer and (after transfer of the Common Areas) the Association shall have the right to grant easements for the installation and maintenance of sanitary sewers, storm sewers, drainage, and sales to the City. No Owner shall in any way hinder or obstruct the operation or flow of the drainage system. 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 by formal action of the City.

### Section 3.8 - Parking in Common Areas

Ownership of a Living Unit shall entitle the Owner or Occupant of the Living Unit to the reasonable use of parking spaces situated within the Common Areas near and convenient to such Living Unit, together with the right of ingress and egress to such parking area. There shall be no parking of motor vehicles on Association Roads, except that the Developer and/or the Board may designate certain on-street parking areas for only visitors or guests on a temporary basis subject to reasonable rules and regulations, and subject to applicable laws. No Owner or Occupant, or their guests, invitees, or licensees, shall be allowed to park on a regular or permanent basis in Common Area parking areas. No vehicle shall remain in excess of 48 continuous hours in the Common Area within any one week period.

### Section 3.9 - Easements for Community Signs

Easements are created over the Common Areas to install, maintain, repair, replace and illuminate signs that are for the general benefit of the Property or for the identification of the Association Roads. The type, size and location of the signs shall be subject to the approval of the Design Review Committee and subject to the laws of the County and other governmental authorities having jurisdiction.

### Section 3.10 - Easement to Maintain Sales Offices, Models, etc.

Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and sale of Living Units is continuing, it shall be expressly permissible for Developer to maintain and carry on upon portions of the Common Areas such facilities and activities as, in the sole opinion of Developer, may be reasonably required, convenient, or incidental to the construction or sale of Living Units,



including, but not limited to, administrative/customer services, construction offices/trailers, parking signs, identification signs, model units, and sales and resale offices, and the Developer, its guests, licensees and invitees shall have an easement for access to all such facilities. The right to maintain and carry on such facilities and activities shall specifically include the right to use Living Units owned by the Developer, as models and sales offices. Developer further reserves the right for itself and its successors, assigns, contractors, material suppliers and others performing work and furnishing materials to construct Living Units and other improvements upon the Property to conduct business and carry on construction/site development activities during business hours that are customary within the County. This Section may not be amended or modified without the express written consent of the Developer.

### Section 3.11 - Maintenance Easement

There is hereby reserved 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 Sublot for the purpose of snow removal, maintaining Originally Installed Landscaping and 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 actions (unless otherwise provided herein - e.g. see Section 6.4); and provided, further, that in the exercise of its rights hereunder the Association shall be entitled to be reimbursed by such Owner pursuant to Article VII hereof. Furthermore, the Association is granted easement rights to enter upon a Lot for the purposes set forth in Section 6.4 hereof; i.e. the exterior maintenance of Living Units and the maintenance of Originally Installed Landscaping.

### Section 3.12 - Environmental Easement

There is hereby reserved for the benefit of Developer, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement on, over, and across all vacant Lots for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, and procedures from time to time promulgated or instituted by the Board, the Design Review Committee, or by any governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides and the right to maintain designated "wetland" areas.



Section 3.13 - Scope of Easements and Dedication of Roadways and Utilities

As the improvements to be located within the Property for the easement rights granted or reserved under Sections 3.1 and 3.2 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, Township 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 reserved.

Section 3.14 - Stormwater Management

The Owners or the Association shall be responsible for the maintenance of the drainage and/or stormwater management easement(s), and any repair or improvement cost to it (them), which shall be equally divided among all owners of the Lots shown on the Plat. These cost will also be shared with Mayfair East Homeowners' Association within the Mayfair East Subdivision. Maintenance shall include cleaning, dredging, and other work within the drainage easement to maintain the capacity, elevations, lines and grades for storm sewers and stormwater facilities there, to the original design. Notification of maintenance required shall be the responsibility of the city. Mowing and other lawn care items within the drainage easement(s) shall be the responsibility of the owner of the property containing the easement. Mowing and other lawn care items within the stormwater management area shall be responsibility of Mayfair Country Club, Inc.

Section 3.15 - Golf Ball and Open Space Easement

The Developer and Association acknowledge the Golf Ball and Open Space easement known as Open Space F and H granted to the Mayfair Country Club, Inc., and as set forth in the Plat.

Section 3.16 - Golf Cart Easements

The Developer and Association acknowledge the Golf Cart Easement known as Golf Cart Area B and C granted to the Mayfair Country Club, Inc., and as set forth in the Plat.

Section 3.17 - General Utility Easements

The Developer and Association acknowledge the general utility easements as set forth in the Plat.

Section 3.18 - Easements To Run With the Lands

All easements and rights described herein are easements appurtenant to the Property including the Living Units 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 therein, their successors and assigns, as easements appurtenant to the remainder of the such properties, easements created by this Declaration for the benefit of 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.

Section 3.19 - Incorporation of Plat

Developer and Association hereby incorporate by reference the Plat and description of Easements as set forth therein.

ARTICLE IV  
OWNERSHIP AND OPERATION OF COMMON AREAS

Section 4.1 - Conveyances of Common Areas

Developer shall convey the Common Areas to the Association. Such conveyance shall have priority over all liens and encumbrances whatsoever except the easements, covenants, restrictions and provisions of this Declaration; easements, covenants, restrictions, conditions and other similar matters of record; real estate taxes and assessments which are a lien, but are not due and payable at the time of said conveyance; and zoning and other ordinances, if any. Developer shall cause the mortgagee of the Common Areas to subordinate its mortgage on such areas in favor of this Declaration. The Association shall hold title to said parcels subject to the provisions of this Declaration.

Section 4.2 - Use of Common Areas

Any Owner may delegate, in accordance with the Bylaws and subject to reasonable rules, regulations, and limitations as may be adopted in accordance therewith, his or her right of enjoyment to the Common Areas to the members of his or her family, tenants, and social invitees and shall be deemed to have made a delegation of all such rights to the Occupants or Tenants of any leased Living Unit.

ARTICLE V  
THE ASSOCIATION

Section 5.1 - Organization

The Association shall be a non-profit, non-stock corporation organized and existing under the laws of this state and charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as such may be amended from time to time, provided no other Governing Documents than this Declaration, shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. The Association shall be formed not later than such time as title to the first Lot shall have been transferred to a bona fide purchaser for value.

Section 5.2 - Membership

- A. Basis. Each Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separate from ownership of any Lot. Transfer of a Lot shall automatically transfer membership to the transferee.
- B. Members Rights and Duties. Members shall have all such rights and be burdened with such obligations as are set forth in this Declaration, the Articles, Bylaws, and Book of Resolutions.
- C. Voting Rights. The voting rights of the Association shall be divided into two classes, and shall be entitled to the voting rights hereinafter set forth with respect to such classifications. The two classes of voting membership shall be Class A and Class B, and shall possess the following rights:
  - 1. Class A Members shall be all Owners. Class A Members shall be entitled to one vote for each Lot owned.
  - 2. Class B Member shall be the Developer. The Class B Member shall originally be entitled to 20 votes for each Lot owned, provided that



the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- a. the expiration of 10 years from the date of filing this Declaration with the Summit County Fiscal Officer; or
- b. the date that Owners own 95% or more of the Lots; or
- c. at any time earlier, at the sole discretion of the Developer.

From and after the happening of those events, whichever occurred earlier, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot to which the Developer holds title. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

- D. Voting. Unless a greater percentage is required by this Declaration or by the Articles or Bylaws, all decisions requiring a vote of the Members shall be determined by a Majority of the Voting Power of the Members, which is 51% of the votes that could be cast by a quorum at a duly called meeting.
- E. Notice of Meeting. Except in the case of emergencies, written notice of any meeting called for the purpose of taking any action requiring a vote of the Members shall be sent to all Members not less than seven days and not more than 60 days in advance of such meeting.

Section 5.3 - Board and Officers of the Association

The Trustees of the Board and the Officers of the Association shall be elected as provided in the Bylaws and shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, the Articles and Bylaws, except as otherwise specifically provided.

Section 5.4 - Rights of the Association

Notwithstanding the rights and easements of enjoyment and use created in Article III of this Declaration, and in addition to any right the Association shall have pursuant to this Declaration or in law, the Association shall have the right:

- (a) To borrow money from time to time for the purpose of improving the Common Areas, and may secure said financing with a mortgage or mortgages upon all

or any portion of property owned by the Association in accordance with its Articles and Bylaws and subject to the provisions of this Declaration.

(b) To take such steps as are reasonably necessary to protect the Common Areas from foreclosure.

(c) To convey the Common Areas or a portion thereof, to a successor; provided, however, that any such conveyance shall require the supporting vote of a majority of the Class "A" Members and the supporting vote of the Class "B" Member, and provided further that such successor shall agree, in writing, to be bound by the easements, covenants, restrictions and spirit of this Declaration.

(d) To enter or authorize its agents to enter on or upon the Property, or any part thereof, when necessary in connection with any maintenance, repair or construction for which the Association is responsible or has a right to maintain, repair or construct. Such entry shall be made with as little inconvenience to the Owner and Occupants thereof as practicable and any damage caused thereby shall be repaired by the Association.

(e) To grant or obtain or dedicate to public use easements and rights-of-way (i) for access and easements for the construction, extension, installation, maintenance or replacement of utility services and facilities, or (ii) to or from a public utility or governmental authority, and to or from any body or agency which has the power of eminent domain or condemnation over any portion of the Property.

ARTICLE VI  
RESPONSIBILITIES OF THE ASSOCIATION

The Association shall have the exclusive duty to perform the following functions:

Section 6.1 - Maintenance of Areas of Common Responsibility, Including Roadways and Utilities

The Association shall maintain the Areas of Common Responsibility in a clean, safe, neat, healthy and workable condition, and in good repair, and shall promptly make all necessary repairs and replacements, structural and nonstructural, ordinary as well as extraordinary, subject only to the provisions of this Declaration. The Association may provide equipment and supplies necessary for the maintenance (including landscape maintenance) and enjoyment of such property. All work performed by the Association under this Article shall be performed in a good and workmanlike manner. The following are included among such Areas of Common Responsibility:



(a) **Entranceway Areas.** To operate, and to maintain, repair and replace, any now-existing or hereafter-created entranceway area at or in the vicinity of any entrance to the Property from public or private roads, and all associated landscaping and other related facilities such as mail house structure, walkways, benches, sprinkler systems, signs, lighting, traffic control devices, decorative or screening walls and fences, ponds and fountains and pumps situated at or in the vicinity of the entrance to the Property. The Association shall also pay or reimburse the Developer for any real estate taxes assessed with respect to any such entranceway area and the improvements thereon, and the Association shall unconditionally accept a deed to and hold title to such portions of the Common Areas and the improvements thereon that are the Association's responsibility to maintain.

(b) **Perimeter Fences and Walls.** To maintain, repair and replace any fences, walls and gates situated within the Common Areas.

(c) **Berms Along Public Roads.** With respect to the berms (including berms within public right-of-ways) and landscaping thereon which are desired or required to be maintained adjacent to the perimeter of the Property to maintain such berms, and any landscaping on such portions of such berms, in good and attractive condition.

(d) **Roads and Median Strips Parking.** To accept and hold title to, the Association Roads, and to maintain (including snow removal), repair and replace all such Association Roads, bridges, culverts and other crossings (as well as all signs and devices for the control of traffic within the rights of way of such Association Roads), and to pay all real estate taxes, if any, assessed with respect thereto. Further, to maintain in good and attractive condition all parts of any landscaping now or hereafter within the Common Areas adjacent to any Association Roads and any landscaping, signage or other improvements within any median strip now or hereafter along the Association Roads. Off street parking off of Association Roads shall be utilized only for temporary guest parking.

(e) **Street Lighting.** With respect to all parts (including, but not limited to, poles, standards, fixtures) of a street lighting system (if any) which may be installed by or at the direction of Developer or the Association in the median strips of or in the rights-of-way of any portion of any of the Association Roads, to maintain the same in good order and condition, to make all replacements and renewals necessary to so maintain the same, and to operate and to pay all costs of operating the same.

(f) **Drainage System.** To maintain all lakes, ponds (including retention and detention ponds), canals, piping, culverts, drains, and other facilities now or hereafter situated upon any portion of the Property which are intended for the collection, retention, detention, transmittal or disposal of storm-water (including gutters, down

spouts and other facilities attached to buildings), in clean and sanitary condition and in good order and repair and to make all replacements and renewals necessary to so maintain the same.

(g) Sanitary Sewer System. To maintain the sanitary sewer lines within the Property that are not the responsibility of Summit County Department of Environmental Services. To maintain the sanitary sewer pump station that serves the Property.

(h) Common Areas. To maintain the Common Areas in good and attractive condition, for the use and enjoyment of Owners. The Association shall also pay or reimburse Developer for any real estate taxes and assessments assessed with respect to any such Common Areas, and the Association shall, accept a deed to and hold title to such areas. The obligations set forth in this subsection shall be deemed to run with and burden the party accepting any such deed and title to the Common Areas.

(i) Community Signs and Mail Centers / Gazebo. To install, maintain, repair, replace and illuminate all signs located on any portion of the Property which are for the general benefit of the Property. To install, maintain, repair, and replace mail centers and Gazebos located on any portion of the Property which are for the general benefit of the Property.

(j) Maintenance of Non-Association Property. The Association shall maintain property which it does not own, including, without limitation, property dedicated to the public, individual member Lots, if the Board determines that such maintenance is necessary or desirable to maintain the community-wide standard.

(k) Rubbish Removal. The Association may provide rubbish removal services, the cost of which services shall be a Common Expense.

(l) Snow Removal. The Association may provide snow removal services on Areas of Common Responsibility, the cost of which services shall be a Common Expense. The Association may provide snow removal services on all individual Lot driveways, the cost of which services shall be a Common Expense.

#### Section 6.2 - Taxes and Assessments

The Association shall pay all taxes and assessments levied against portions of the Property owned by the Association and levied against the Areas of Common Responsibility, including, without limitation, personal property taxes, general real estate taxes and special assessments certified by the applicable public authority following conveyance of such property to the Association, the same to be prorated to the





date such property is created as a separate tax parcel and is submitted to this Declaration.

### Section 6.3 - Utilities

(a) The Association shall pay all charges for water, sewer, electricity, light, heat or power, telephone and other services used, rented or supplied to or in connection with any property owned and/or operated by the Association. All such utility services shall be contracted for, metered and billed by and through the Association.

(b) The Association shall further pay all charges for maintenance and repair of the sanitary sewer system owned and/or operated by the Association.

### Section 6.4 - Exterior Maintenance of Living Units and Originally Installed Landscaping by the Association

In addition to the maintenance and repair of the Common Areas, the Association may provide exterior maintenance, repair and replacement for each Living Unit, including replacement of exterior siding and roofing of Living Units necessitated by normal wear and tear at the discretion of the Association. Exterior maintenance shall not include glass surfaces, decks and patios. The Association shall maintain the Originally Installed Landscaping, including mowing of Lots in conjunction with the mowing of Common Areas and Areas of Common Responsibility.

If the need for maintenance, repair or replacement is caused through the willful or negligent act or the failure to properly maintain the Living Unit of or by the Owner or Occupant, or members of their respective families or their guests or invitees, the Association shall not make such repair or replacement unless the repair or replacement is not promptly commenced or is not diligently or continuously completed, in which event the Association shall make such repair or replacement and the cost of such repair or replacement shall be added to and become part of the Assessment for which such Living Unit is subject. For the purpose solely for performing the exterior structural and non-structural maintenance required by this Section, the Association, through its duly authorized agents, employees and contractors, shall have the right and license, after reasonable notice to an Owner, to enter upon any Living Unit Lot or exterior of a Living Unit at reasonable hours.

### Section 6.5 - Insurance and Reconstruction

(a) Insurance. The insurance which shall be carried upon the Common Areas shall be governed by the following provisions:

(1) Casualty Insurance. The Association shall carry casualty insurance on all insurable improvements comprising the Common Areas and all personal property as may be owned by the Association and for which the Association is responsible.

(2) Liability Insurance. The Association shall insure itself, the members of the Board, the Owners and Occupants of Living Units against liability for personal injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Common Areas, including, without limitation, water damage, legal liability, hired automobile, non-owner automobile and off-premises employee coverage, such insurance to afford protection to a limit of not less than \$1,000,000 in respect to personal injury, disease, illness or death suffered by any one person, and to the limit of not less than \$1,000,000 in respect to any one occurrence, and to the limit of not less than \$1,000,000 in respect to damage to or destruction of property arising out of any one accident. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Owners as a group to an Owner. In the event the insurance effected by the Association on behalf of the Owners and Occupants of Living Units who are not Owners against liability for personal injury or property damage arising from or relating to the Common Areas shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a Common Expense to the Owners. The Association shall also obtain directors (trustees) and officers liability coverage, if reasonably available.

(3) Fidelity Bonds. A fidelity bond indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association, the Board or the Owners in such amount as the Board shall deem desirable, but in no event shall the amount of the bond be less than an amount equal to three months' Assessments. The fidelity bond shall name the Association (or the Insurance Trustee) as the obligee, and the premium for such bond shall be a Common Expense. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond shall provide that it may not be canceled for non-payment of any premiums or otherwise substantially modified without 10 days prior written notice to the Association and to all Eligible Mortgage Holders.

(4) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association at least 30 days prior to the expiration date of such policies and shall be assessed as Common Expenses.

(5) Unit Owner Insurance. Each Owner must, at his own expense, obtain insurance: (A) covering full replacement of his Living Unit (including the Party Wall); and (B) covering the contents of his Living Unit.

(6) Rating of Insurance Company. All policies for insurance of the Association shall be written with a company licensed to do business in Ohio and holding a rating of BIVI or better in the Financial Category as established by A. M. Best Company, Inc. if reasonably available, or, if not available, the most nearly equivalent rating.

Section 6.6 - Management

The Association shall provide the management and supervision for the operation of the Areas of Common Responsibility. The Association shall establish and maintain such policies, programs and procedures to fully implement this Declaration for the purposes intended and for the benefit of the Members and may, but shall not be required to:

- (a) Adopt Rules;
- (b) Engage employees and agents, including without limitation, security personnel, attorneys, accountants and consultants, maintenance firms and contractors;
- (c) Delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company. Such delegation may be evidenced by a management contract which shall provide for the duties to be performed by the managing agent and for the payment to the managing agent of a reasonable compensation. Upon the expiration of each management agreement, the Association may renew said management agreement or enter into a different agreement with the same or a different managing agent, provided that no management agreement or renewal thereof shall be for a period longer than three years (subject to the right of either party to terminate the management contract without cause and without payment of a termination fee upon 90 days' written notice to the other party), and provided, further, that the Board may designate a different managing agent with whom the Association shall enter into an agreement after the end of the term of the existing management agreement; and
- (d) The management agreement may be with an entity owned by or associated with Developer or owned by, associated with, controlled or employed by any partner, shareholder, officer, director, agent or employee of Developer, and may be for a period of time not to exceed three years (subject to the right of either party to terminate the management contract without cause and without payment of a termination fee upon 90 days' written notice to the other party), in Developer's sole discretion.



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John A Donofrio, Summit Fiscal Officer

Section 6.7 - Upgrading

The Association may continuously attempt to upgrade the Areas of Common Responsibility for the good and welfare of all of its Members. In so doing the Association is authorized to expend reasonable sums of money for such purpose and intent, subject to the provisions of this Declaration and reasonable monetary considerations.

Section 6.8 - Enforcement

The Association shall take all actions reasonably necessary under the circumstances to enforce the covenants and restrictions set forth in Article VII hereof.

Section 6.9 - Rules and Regulations

The Association, through the Board, may make and enforce reasonable rules and regulations governing the Areas of Common Responsibility, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Bylaws of the Association. An Owner shall be subject to the foregoing sanctions in the event of a violation by such Owner, his family, guests, Tenants or by his co-Owners or the family, guests or Tenants of such co-Owners. Furthermore, the Association, through the Board, may, by contract or other agreement, enforce City ordinances or permit the City or other governmental authority having jurisdiction to enforce ordinances on the Property for the benefit of the Association and its Members.

Section 6.10 - General

The Association shall perform and carry out all other duties and acts reasonably necessary to give effect to and implement the intent of the provisions of this Declaration.

Section 6.11 - Developer's Rights

During the existence of the Class "B" Member, the Developer shall exercise all or any of the powers, rights, duties and functions of the Association, including, without limitation, the right to levy special assessments as authorized herein, the right to enter into a management contract, the right to obtain insurance under Developer's blanket policy (if any), the right to perform each duty and obligation of the Association set forth herein, the right to collect assessments and disburse all funds of the Association, and the right to have a lien (and to foreclose said lien) on a Living Unit for unpaid

assessments in the manner and to the extent granted to the Association as herein provided.

ARTICLE VII  
COVENANTS AND RESTRICTIONS

The intent of this Declaration is to cause the Property to be kept and maintained as a high quality development. Therefore, the covenants and restrictions provided in this Article shall be applicable to the Owners, Land Contract Vendees, Lessees, Tenants and Occupants of the Property. The following Covenants and Restrictions shall be broadly construed and interpreted in furtherance of this intent. The Association, acting through its Board, shall have standing and the power to enforce such standards.

The Association, acting through the Board, shall have authority to make and to enforce standards and restrictions governing the use of the Property in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. This authority shall include, without limitation, the power to regulate the speed and flow of traffic on private roads within the Property. Such regulations and use restrictions shall be binding upon all Owners, Land Contract Vendees, Lessees, Tenants and Occupants.

Section 7.1 - Covenant of Good Maintenance

Each Owner and Occupant shall have the exclusive duty to perform the following functions:

(a) Maintenance and Repair.

(1) Each Owner and Occupant of a Living Unit shall maintain such Living Unit in good condition and repair and shall keep the exterior and interior of such Living Unit and the adjacent Common Areas free from debris, rubbish, rubble and other conditions created by such Owners or Occupants or their guests.

(2) If maintenance, 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 Unit Owner, the Association shall levy a special Assessment against the Owner.

(3) Although the Association may make any repairs and replacements required to both the structural and non-structural portion of the exterior walls and roof, if such repairs and replacements are necessitated as a result of the tortuous or negligent acts or omissions of any Owner, Occupant or guest of an Owner or Occupant, the Association shall not make such repair or replacement unless the repair or replacement is not promptly commenced or is not diligently and continuously completed by Owner, in which event the Association shall 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.

(b) Snow Removal. Each Unit Owner and Occupant shall keep the walks leading from the front and rear of the Living Unit to the exterior driveway and any patios, decks, stoops and steps free of unreasonable accumulations of snow and ice. If the Association provides snow removal services on the Owner's Lot, it shall be the responsibility of the Owner to ensure that their vehicles or guest vehicles are moved on a timely basis to allow for efficient snow removal.

#### Section 7.2 - 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 7.3 - Fences, Walls, Hedges, and Decks

Fences, walls, trees, hedges, and shrub plantings shall be maintained in a slightly and attractive manner, and shall not obstruct the right-of-way sight lines for vehicular traffic. Fences, walls of any kind and landscaping of any kind shall not be erected, begun or permitted to remain upon any portion of the Property unless approved by the Design Review Committee or unless originally constructed by Developer. All fences and decks shall be of vinyl coated material as specified by the Developer, or as approved by the Design Review Committee.

#### Section 7.4 - Nuisance

No noxious or any activity constituting an unreasonable source of discomfort or annoyance shall be carried on upon any portion of the Property (including the Living Units situated thereon), nor shall anything be done thereon that may be or become a nuisance or annoyance to other Owners. The Board shall have absolute power to determine what is "reasonable" and what is "unreasonable" under this Section.

Section 7.5 - Animals

No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any portion of the Property (including the Living Units situated thereon) without the approval of the Board, except that dogs, cats, birds and other customary household pets approved by the Board may be kept housed in a Living Unit, subject to Rules adopted by the Board, 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 Board. Dogs shall at all times whenever they are outside a Living Unit be confined on a leash held by a responsible person. It shall be the responsibility of any Living Unit Owner to promptly clean up the animal waste made by their pet outside their Living Unit. The Rules may limit the number of pets which may be kept in any one Living Unit. The Board shall have absolute power to prohibit a pet from being kept on the Property or within a Living Unit if the Board finds a violation of this Section.

Section 7.6 - 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 Design Review Committee, or which the Design Review Committee approves as to color, location, nature, size and similar characteristics. "For Rent", or signs of a like nature are prohibited. Notwithstanding the foregoing, the restrictions of this Section 7.6 shall not apply to Developer. No Member or Occupant may display or place "for sale" real estate signs on common property within the development, its entryways or on the exterior of their individual properties/yard areas. Signs may be placed in view of the street from within the Living Unit only.

Section 7.7 - 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 neatly stacked firewood may be stored within Living Units, on patio areas or other screened areas as approved by the Board. 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 garage of the Living Unit. No dumping of rubbish shall be permitted on any portion of the Property. Anything herein to the contrary notwithstanding, the Association or the

Board 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 Occupants, and is permitted by law.

Section 7.8 - Commercial or Professional Uses

Except as expressly permitted in this Declaration, or by Rules adopted in accordance with this Declaration, 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 Occupant may use a portion of his or her Living Unit for his office or studio, so long as the activities therein shall not interfere with the quiet enjoyment or comfort of any other Occupant and that such use does not result in the Living Unit becoming principally an office, school or studio as distinct from a Living Unit. Furthermore, no trade or business may be conducted in or from any Living Unit without the written approval of the Board (or Covenants Committee referred to in the Bylaws) 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 sight, sound or smell from outside the Living Unit; (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 the Property 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 Board (or Covenants Committee). The Board may adopt Rules which intensify, relax or amend the prohibitions of this Article.

No Living Unit shall be used as a group home. Nothing in this Section shall preclude the leasing of a Living Unit by the Developer or an Owner; the right of the Developer or the Board (or a firm or agent employed by the Developer or Board) 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 Lots and for new sales of Living Units and resales of Living Units and the right of the Developer to utilize a Living Unit for office purposes.

Section 7.9 - Storage of Vehicles and Machinery: No Parking on Association Roads

No truck (except a two-axle truck with no more than four tires), camper, camper trailer, recreation vehicle, boat, 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 Design Review Committee. 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. Furthermore, there shall be no parking of motor vehicles on the Association Roads, except that the Developer and/or the Board may designate certain on-street parking areas for temporary use by visitors or guests subject to reasonable rules and regulations, and subject to applicable laws.

Section 7.10 - Firearms: Preservation of Wildlife

Firearms, ammunition and explosives of every kind shall not be discharged nor shall any traps or snares be set, nor shall any hunting or poisoning of wildlife of any kind be permitted in or upon the Property, except for rodent control, and the control of such other animals as constitute a nuisance or cause damage to the Property, or except with the prior written approval of the Board.

Section 7.11 - Control of Trucks, Commercial Vehicles

No tractor trailers, 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 7.12 - Traffic Regulations

All vehicular traffic on the Association Roads 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 and regulations governing vehicular and pedestrian traffic on the Association 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 and regulations promulgated by the Association, the more restrictive rules and regulations 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 the Association Roads shall be operated in a careful, prudent, safe, and quiet manner.



Section 7.13 - Poles, Wires and Antennae

Subject to applicable easement rights, no facilities, including poles and wires, for the transmission of electricity, telephone messages, ham radio messages and the like shall be placed or maintained above the surface of the ground in any portion of the Property without the prior approval of the Design Review Committee. This provision shall not apply for temporary facilities for the construction or repair of any building or other structure.

Section 7.14 - Exterior Appearance, and Lights for Exteriors of Living Units

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 Design Review Committee. The provisions of this paragraph are subject to the provisions of Section 8.2. All members/residents are to maintain in good working order, at their expense, the front exterior lighting fixtures provided by the Developer or its assignee. Such lights shall include the electric post light at the yard/drive and the recessed spot light at each front porch. These lights are to be wired to a dusk till dawn photo eye and be in use every evening to serve as security and general lighting for the development.

Section 7.15 - Grading

No Person shall change the grade on any portion of the Property without first obtaining the consent of the Design Review Committee.

Section 7.16 - Drainage Ditches

No Person shall interfere with the free flow of water through any drainage ditches or storm sewers within the Property. The City, Developer, Association, 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. This Section supplements Section 3.7 hereof.

Section 7.17- Resubdivision of Sublots

No Sublot shall be subdivided or its boundary lines changed except with the proper written approval of the Board or except as expressly authorized herein. Developer, however, hereby expressly reserves the right to replat any Lot owned by



Developer. Any such division, boundary line change, or replatting shall not be in violation of applicable subdivision and zoning regulations.

Section 7.18 - Compliance with Green City Codes

Each Owner shall comply with applicable sections of any Green City Code. It is agreed that a violation of any such requirements or any restriction, condition, or covenant or imposed now or hereafter by the provisions of this Declaration is a nuisance per se that can be abated by the Association or such governmental authority.

Section 7.19 - Use of the Name "Stratford Green at Mayfair"

No Person shall use the name "Stratford Green at Mayfair" or any derivative thereof in any printed or promotional material without the prior written consent of Developer. However, Owners may use the name "Stratford Green at Mayfair" in printed and promotional material where such word is used solely to specify that particular property is located within Stratford Green at Mayfair.

Section 7.20 - Party Walls

(a) Each wall which is built as part of the original construction of a Living Unit upon the Property and placed on the dividing line between two Living Unit Lots shall constitute a Party Wall. Each Owner sharing a Party Wall shall be responsible for the maintenance, repair and replacement of a Party Wall and for Casualty Insurance covering the Party Wall.

(b) Each Owner sharing a Party Wall shall have the full right to use the Party Wall for the support of beams and structural materials or in any other lawful manner not prohibited hereby; provided, however, that such use shall not injure, impair the strength of, or endanger the wall, foundation or other portion of the Living Unit of the other Owner, and shall not impair or endanger the Party Wall benefits and supports to which the adjoining Living Unit is entitled.

(c) Neither Owner of a Living Unit sharing a Party Wall may extend or increase the height of the Party Wall except upon the written approval of the other Owner, the Design Review Committee and the Eligible Mortgage Holders on both Living Units. No such extension or increase in height may be made which impairs the strength or injures the existing wall or the foundation of the buildings. In the event of such extension or increase in the height of the Party Wall, the other Owner shall have the right to use the extended or heightened part of the wall by paying to the constructing party one-half of the costs of such part of the Party Wall, as he shall use. Any extension or increased height of the Party Wall shall be a Party Wall, become part of the existing Party Wall and be subject to the terms hereof.

Section 7.21 - Sale, Leasing or Other Alienation of Living Units

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

(b) Owner's Right to Lease Living Unit. An Owner shall have the right to lease all (but not less than all) of his Living Unit upon such terms and conditions as the Owner may deem advisable, except that no Living Unit shall be leased or sub-leased for transient or hotel purposes. Any lease or sublease of a Living Unit for a period of less than 12 months shall be deemed to be a lease or sublease for transient or hotel purposes. Any lease or sublease of a Living Unit shall be in writing and shall provide: (1) that the lease or sublease shall be subject to the terms of this Declaration, the Bylaws and Rules and that any failure of a lessee to comply with the terms of this Declaration, the Bylaws and Rules shall be in 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 Bylaws and Rules. The limitations with respect to the leasing of Living Units shall not apply to the Developer or a first mortgagee of a Living Unit.

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

Section 7.22 - Waiver of Subrogation

Each Person as a condition of accepting title and/or possession of a Living Unit 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 Living Unit, 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 7.23 - Violation of This Article

If any Person required to comply with the foregoing Covenants and Restrictions is in violation of any one of same, including, but not by way of limitation, design review criteria or standards established by the Design Review Committee, the Developer (as long as the Developer is a Class "B" Member of the Association) or the Board and/or the Design Review Committee and/or the Covenants Committee 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 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' 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 Section of the Bylaws entitled, "Hearing Procedure", a Person in violation of this Article VII shall be obligated to the Association and/or Developer for money damages and for the full amount of all costs and expenses, including attorneys' and paralegals' fees, incurred to remedy any such violation. If said amounts are not paid within 10 calendar days following said notification, then said amount shall be deemed "delinquent", and shall, upon perfection as provided in Section 9.4, 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 7.24 - Restrictions of Other Documents

Nothing contained in these Restrictions shall preclude the imposition of more stringent restrictions imposed elsewhere in this Declaration, restrictions imposed on

Lots within subdivisions, restrictions imposed in deeds conveying the Property or portions thereof and restrictions imposed by the Design Review Committee 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 7.25 - Certificate of Compliance with Restrictions

Upon the conveyance of a Living Unit 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 Board, nor such officer or agent shall have any liability to the grantor, grantee or mortgagee of a Living Unit 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 for the issuance of the Certificate of Compliance.

Section 7.26 - Structure Locations on Sublots or Lots

(a) No Living Unit may be erected on any Lot or part thereof outside the designated "Foundation Envelope Area" as delineated on the Plat under the "Typical Building" rendering for a respective Lot as depicted on the Plat.

(b) Except for Living Units connected by Party Walls and a common roof area, No Living Unit may be erected on a Lot at a location which would cause the farthest reaching part of a building overhang to be nearer than 15 feet to an overhang on a building previously constructed on another Lot.

(c) Except for Living Unit foundations supporting Party Walls, no Living Unit foundation may be erected on any Lot or parts thereof nearer than 8 ½ feet to a side property line of a given Lot.

(d) No Living Unit foundation may be erected on any Lot or parts thereof nearer than 25 feet to a back property line of a given Lot, or 10 feet to a front property line of a given Lot.

(e) The Design Review Committee may decrease the frontage setback if topography or Lot configuration or structures on adjoining Lots or the location of existing trees make it impractical to conform to the established setback requirement.

ARTICLE VIII  
DESIGN REVIEW COMMITTEE

Section 8.1 - Power of Committee

There is hereby created a Design Review Committee for the purpose of architectural and engineering control to secure and maintain an attractive, harmonious residential community. The Declarant shall function as and grant all approvals provided for herein until the Declarant conveys the last Lot the Declarant owns in Stratford Green at Mayfair, except that the Declarant may elect to delegate and assign such duties and responsibilities to the Committee prior to that time. The Committee appointed by the Declarant need not be made up of members of the Association. After control of the Stratford Green at Mayfair has been transferred over to the Association, the Committee shall be composed of no less than three individuals appointed by the Board to serve at the Board's pleasure. A vote of the majority of members of the Committee shall be required to constitute the decision of the Committee.

Section 8.2 - Operation of Committee

No Living Unit shall be altered, modified or changed in any way which changes exterior or the appearance thereof, nor shall any Living Unit be rebuilt, nor shall any grading or landscaping be changed unless an application, plans and specifications for the proposed alteration, modification or change shall have been submitted to and approved in writing by the Committee. Provided, however, the provisions of this subsection requiring submission of plans and specifications to and obtaining approval from the Committee shall not be applicable to the Developer, nor any entity related to or affiliated with the Developer or designated by the Developer as being subject to the provisions of this subsection.

Section 8.3 - Inspection

The Design Review Committee may inspect work being performed with its permission to assure compliance with this Declaration and applicable regulations. The presence of a member of the Design Review Committee, or an agent thereof, on any Lot shall not be deemed a trespass so long as the presence is in furtherance of said member's duties as a member of the Design Review Committee

Section 8.4 - Violations and Remedies

Should any Living Unit be altered, constructed, or related improvements be reconstructed or removed from or upon any Sub lot, or should the use thereof be modified in any way from the use originally constructed or installed without first



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obtaining the prior written approval of the Declarant or Design Review Committee as provided in this Article VIII, such act shall be deemed to be a violation of this Article VIII and this Declaration. Any party violating this Article VIII shall, immediately upon the receipt of written notice of such violation from the Declarant or Design Review Committee, cease and desist from the commission of any such act and immediately commence to take such steps as will alleviate or remedy any such condition of default and shall continue with all due diligence thereafter until the satisfactory completion of same. Should the party committing such act in contravention of this Article VIII fail to immediately take such remedial action as aforesaid, then and in such event, the Association shall have the right, but not the obligation, in addition to any and all other rights or remedies available to it at law or in equity, each of which remedies shall be deemed to be nonexclusive, to do any of the following:

(a) Abate Violation: Without liability to the Owner of the Lot, cause its agents and employees to enter upon the Lot and/or the Living Units for the purpose of summarily abating any such use and/or removing any such building or structure or other improvement.

(b) Seek Injunction: Apply to a court having jurisdiction over the Property for the purpose of obtaining an injunction directing the violating party to abate any such use and/or removing any such building or structure wherever located in Stratford Green at Mayfair.

(c) Seek Reimbursement. Seek full and complete reimbursement from any party committing any of the aforesaid acts in contravention of this Article VIII, of any costs, damages and expenses (including without limitation court costs, attorneys' and paralegals' fees, litigation costs, and costs to collect such sum) incurred by the Association with respect to its exercise of any of its rights for the purpose of remedying any such condition of default.

(d) Treat as Assessment. Should the party committing any acts in contravention of this Article VIII be an Occupant and should such Occupant fail to immediately pay the full amount of all costs, damages, and expenses referred to above, the Association shall be entitled to treat such amount as an Assessment against the Lot of which such Occupant is or was the Owner, a member of the Owner's family or a guest or invitee of such Owner.





ARTICLE IX  
ASSESSMENTS

Section 9.1 - Definition of Assessments

As used in this Declaration, Assessments shall mean all of the costs and expenses incurred by the Association in the exercise of its obligations, including its obligations with respect to the Areas of Common Responsibility, including, without limitation:

(a) All expenditures required to fulfill the responsibilities of the Association, including, but not limited to, expenditures relating to maintenance fees and to Recreation Association assessments;

(b) All amounts incurred in collecting Assessments, including all legal and accounting fees;

(c) Reserves for uncollectible Assessments, unanticipated expenses, replacements, major repairs and contingencies;

(d) Annual capital additions and improvements and/or capital acquisitions (but not repairs or replacements) having a total cost in excess of \$5,000, without in each case the prior approval of the Class "B" Member and the vote of at least a majority of the Class "A" Members. In case of an emergency requiring prompt action to avoid further loss, the Board shall have the discretion to expend whatever is necessary to mitigate such loss.

(e) Such other costs, charges and expenses which the Association determines to be necessary and appropriate within the meaning and spirit of this Declaration, including Assessments against individual owner's of Living Units for costs incurred by the Association that are specific to that Living Unit.

Section 9.2 - Initial Assessment

Unless the initial Assessment is increased or decreased as hereinafter provided, the initial Assessment with respect to any Living Unit owned by a Class A Member shall be \$135 per month. All Assessments shall be fixed at a uniform rate for all Living Units. The initial Assessment may be increased or decreased only by the affirmative vote of the Majority Voting Power of the Board.

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Section 9.3 – Recreation Association Assessment

The Recreation Association will assess its Member Associations quarterly for costs, maintenance, repair, and operation of the Association and the common area and facilities and will assess each Member Association equally, i.e. there are two Association Members, and each Association will be assessed 50% of the total Assessment.

Section 9.4 – Initial Assessment Reserve

At the time of the closing on the purchase of the Lot, each Owner shall pay a reserve for Assessment equal to two month's of the then current Assessment amount. Said amount shall be held as a replacement reserve to be used in accordance with the Founding Documents.

Section 9.5 - Responsibility for Payment of Assessments

The Developer or the Board shall prepare or cause the preparation of an annual operating budget for the Association and shall fix the amount of the Assessments. Written notice of the Assessments shall be sent to the Owner of each Living Unit. Payment of Assessments may be required by the Developer or Board on a monthly, quarterly, semi-annual or annual basis. As Lots are improved with Living Units, the Owners thereof shall commence payment of the Assessments. The amount of Assessments attributable to Living Units shall be established as of January 1 of each year and each Living Unit shall pay an equal amount of the Assessments.

Section 9.6 - No Exemption for Non-Use of Facilities: No Refund of Reserves

A Member not otherwise exempt from the Assessments may not exempt himself from liability for Assessments levied against him by waiver of the use of the Common Areas that are owned and/or operated by the Association. Furthermore, no Member shall be entitled to any portion of the funds held for reserves; nor shall any Owner have a claim against the Association with respect thereto.

Section 9.7 - Creation of Lien and Personal Obligation

Each Owner hereby covenants and agrees by acceptance of the deed to a Living Unit whether or not it shall be so expressed in any such deed or other conveyance, to pay to the Association all Assessments levied against such Owner in accordance with this Declaration on or before the due date for any such Assessment. If the Assessment is not paid by the 10th day of the month, then such Assessment shall be "delinquent" and the Assessment, together with the Costs of Collection, as hereinafter defined in Section 11.3 hereof shall, upon "Perfection" as provided in Section 10.1, become a

continuing lien upon the interest of such Person and his Living Unit and shall bind such Owner, his heirs, devisees, personal representatives, successors and assigns. A co-Owner of a Living Unit shall be personally liable, jointly and severally, with all other co-Owners for all Assessments made by the Association with respect to said Living Unit.

Section 9.8 Liability of Foreclosure Sale Purchaser for Past Due Assessments

The Owner or Owners of an Ownership Interest prior to the judicial sale thereof shall be and remain personally liable, jointly and severally, for the Assessments accruing against the judicially sold Ownership Interest prior to the date of the judicial sale as provided in Section 10.3, but any unpaid part of the Assessments shall be assessed and levied against the successor in title to the Living Unit.

Section 9.9 Liability for Assessments on Voluntary Conveyance

Upon the voluntary conveyance of an Ownership Interest the grantee of the Ownership Interest shall be jointly and severally liable with the grantor for all unpaid Assessments levied pursuant to this Declaration against the grantor of his Ownership Interest prior to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such prospective grantee, upon written request delivered to the Association, shall be entitled to a statement from the Trustees of the Board or an officer of the Association setting forth the amount of all unpaid Assessments due the Association with respect to the Ownership Interest to be conveyed and such grantee shall not be liable for, nor shall the Ownership Interest conveyed be subject to a lien, for any unpaid Assessments which become due prior to the date of the making of such request if the same are not set forth in such statement. The statement referred to herein may be included in the Certificate of Compliance with Restrictions referred to in Section 7.25 of this Declaration. The Association may require the advance payment of a processing fee for the issuance of the Certificate of Compliance. A devise of an Ownership interest or the distribution of said Ownership Interest pursuant to the Statute of Descent and Distribution shall be deemed to be a voluntary conveyance. An unpaid Assessment shall not be deemed a charge or lien against the Ownership Interest until perfected as such pursuant to Article X.

Section 9.10 Additional Assessments

If the Assessments shall for any reason prove to be insufficient to cover the actual expenses incurred by the Association, the Association shall, at such time as it deems it necessary and proper, levy an additional assessment (the "Additional Assessment") against the Owners of Living Units. Each such Owner shall pay an equal

share of each such Additional Assessment as if the Additional Assessment were part of the original Assessment.

Section 9.11 - Exempt Property

Notwithstanding anything to the contrary herein, Lots owned by the Developer and the Common Areas shall be exempt from payment of Assessments or Additional Assessments.

Section 9.12 - City Assessments

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 Areas or Living Units on an equitable basis to be determined by the City.

ARTICLE X  
LIENS

Section 10.1 - Perfection of Lien

If any Owner or a Developer shall fail to pay an Assessment or Additional Assessment levied in accordance with this Declaration (such Owner hereinafter referred to as the "Delinquent Owner") when due and such Assessment or Additional Assessment is delinquent, or if an Owner or Developer shall violate any rule or breach any restriction, covenant or provision contained in this Declaration or in the Bylaws, the Board may authorize the perfection of a lien on the Ownership Interest of the delinquent and/or violating Owner or Developer by filing for record with the Recorder of Summit County, a Certificate of Lien. The Certificate of Lien shall be in recordable form and shall include the following:

- (a) The name of the delinquent Owner.
- (b) A description of the Ownership Interest of the delinquent Owner.
- (c) The entire amount claimed for the delinquency and/or violation, including interest thereon and Costs of Collection (defined in Section 11.3).
- (d) A statement referring to the provisions of this Declaration authorizing the Certificate of Lien.

Section 10.2 - Duration of Lien

Said lien shall remain valid for a period of five years from the date of filing of said Certificate of Lien, unless sooner released or satisfied in the name and manner provided by law for the release or satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in action to discharge such lien. A lien may be renewed by the subsequent filing of a certificate of lien prior to the expiration of the five year period referred to above.

Section 10.3 - Priority

A lien perfected under this Article X shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide mortgagees which have been heretofore filed for record. A lien perfected pursuant to this Article may be foreclosed in the same manner as a mortgage on real property in an action brought by this Association after authorization from the Board. In any such foreclosure action, the affected Owner shall be required to pay reasonable rental for such Ownership Interest during the pendency of such action and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. Any funds received at the judicial sale of the delinquent Owner or Developer's Ownership Interest in excess of mortgage liens, court costs and the taxes and assessment liens shall be paid over to the Association to the extent of its lien.

Section 10.4 - Dispute as to Assessment

The Developer or any Owner or Developer who believes that an Assessment levied by the Association against him for which a Certificate of Lien has been filed by the Association has been improperly determined, may bring an action for the discharge of all or any portion of such lien; but the lien shall continue until the actual amount of the lien so determined is paid in full or otherwise be fully discharged.

Section 10.5 - No Waiver Implied

The creation of a lien upon an Ownership Interest owned by a delinquent Owner shall not waive, preclude or prejudice the Association for pursuing any and all other remedies granted to it elsewhere in this Declaration, whether at law or in equity.

Section 10.6 - Personal Obligations

The obligations created pursuant to this Article X shall be and remain the personal obligations of the delinquent Owner until fully paid, discharged or abated and



shall be binding on the heirs, personal representatives, successors and assigns of such delinquent Owner.

ARTICLE XI  
REMEDIES OF THE ASSOCIATION

Section 11.1 - Denial of Voting Rights

If any Owner fails to pay an Assessment when due, such Owner and the Occupants of any and all Living Units of such Owner shall not be entitled to vote on Association matters until said Assessment is paid in full.

Section 11.2 - Specific Remedies

The violation of any Rule, or the breach of any restriction, covenant or provision contained in this Declaration or in the Bylaws, shall give the Association and the Developer the right, in addition to all other rights set forth herein and provided by law, (a) to enter upon the Living Unit or Lot or portion thereof upon which, or as to which, such violation or breach exists, and summarily abate and remove, at the expense of the Owner or Developer of the Ownership Interest where the violation or breach exists, any structure, thing, or condition that may exist thereon, which is contrary to the intent and meaning of this Declaration, the Bylaws, or the Rules, and the Association, or its designated agent shall not thereby be deemed guilty in any manner of trespass; (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; (c) to commence and prosecute an action for specific performance or an action to recover any damages which may have been sustained by the Association or any of its Members as well as an action for punitive damages if warranted; and/or (d) to collect costs of suit and reasonable attorneys' and paralegals' fees incurred in connection with the exercise by the Association of any remedies hereunder, the same to be deemed "Costs of Collection" under Section 11.3 hereof.

Section 11.3 - Cost of Collection

If any Owner fails to pay any Assessment when due or upon delinquency in the payment of any sums or cost due under this Declaration, the Association may pursue any or all of the following remedies, which remedies shall be in addition to any other remedy available in this Declaration, or at law or in equity:

(a) Sue and collect from such Owner the amount due and payable, together with interest thereon as provided in this Declaration and Costs of Collection (hereafter defined).

(b) In addition to the amount referred to in (a) above, the Association may assess against such Owner, liquidated damages, not to exceed 15% of the amount of the delinquency or \$100, whichever amount is greater, said amount to be determined by the Board provided, however, in no event shall said amount exceed the highest interest rate chargeable to individuals under applicable law. Said liquidated damages shall be in addition to interest and the expenses of collection incurred by the Association, such as attorneys' fees, paralegals' fees, court costs and filing fees. The actual expenses of collection and the liquidated damages shall hereinafter be referred to as "Cost of Collection".

(c) Foreclose a lien filed in accordance with Article X in the same manner as provided by the laws of the State of Ohio for the foreclosure of real estate mortgages.

#### Section 11.4 - Binding Effect

The remedies provided in this Article XI against a Delinquent Owner or Developer may also be pursued against the heirs, executors, administrators, successors and assigns and grantees of such Owner or Developer.

#### ARTICLE XII NO PARTITION

Except as is permitted in this Declaration or in any amendments thereto, there shall be no physical partition of the Common Areas or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition. This Article shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

#### ARTICLE XIII CONDEMNATION

Whenever all or any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, the Association shall give each Owner notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Areas on which improvements have been constructed, then, unless within 60 days after such taking the Developer (so long as the Developer is a Class "B" Member), and at least 75% of the Class "A" Members of the Association shall otherwise agree, the Association shall restore or



replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor, in accordance with plans prepared by the Design Review Committee and approved by the Board. If such improvements are to be repaired or restored, the provisions in Section 6.5 hereof regarding the disbursement of funds in respect to casualty damage or destruction shall apply. If the taking does not involve any improvements on the Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine in its sole and absolute discretion.

ARTICLE XIV  
MORTGAGEES' RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Living Units and Lots. To the extent applicable, necessary, or proper, the provisions of this Article shall apply to both this Declaration and to the Bylaws. Where indicated, these provisions apply only to Eligible Mortgage Holders; provided, however, that voting percentages set forth herein are subject to and controlled by higher percentage requirements, if any, set forth elsewhere in this Declaration for specific actions.

Section 14.1 - Notices of Action

An Eligible Mortgage Holder who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the address of the Lot), will be entitled to timely written notice of:

- (a) any proposed termination of the Association;
- (b) any condemnation or casualty loss which affects a material portion of the Property or which affects any Living Unit on which there is a first mortgage held, insured, or guaranteed by an Eligible Mortgage Holder;
- (c) any delinquency in the payment of assessments or other charges owed by an Owner subject to the mortgage of such Eligible Mortgage Holder, insurer, or guarantor, where such delinquency has continued for a period of 60 days;
- (d) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or
- (e) any proposed action which would require the consent of eligible holders, as required in Sections 14.2 and 14.3.



If an Eligible Mortgage holder fails to submit a response to any written proposal for an amendment under this Article XIV within 30 days after it receives proper notice of the proposal, the implied approval of such Eligible Mortgage Holder to the proposal shall be deemed assumed, provided, the notice was delivered by certified or registered mail, with a "return receipt" requested.

#### Section 14.2 - Other Provisions for First Lien Holders

To the extent possible under Ohio law:

(a) Any restoration or repair of the Property following a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval of the Eligible Mortgage Holders on Living Units to which at least 51% of the votes of Living Units and the Eligible Mortgage Holders of first mortgages of the Class "A" and the Class "B" Members, subject to mortgages held by such Eligible Mortgage Holders, are allocated, is obtained to act otherwise.

(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Mortgage Holders on Living Units of at least 51% of the votes of Living Units and the Eligible Mortgage Holders of first mortgages of the Class "A" Members and the Class "B" Member, subject to mortgages held by such Eligible Mortgage Holders.

#### Section 14.3 - Amendments to Documents

The following provisions do not apply to amendments to the constituent documents or termination of the Association made as a result of destruction, damage, or condemnation pursuant to Section 14.2(a) and (b) of this Article:

(a) The consent of at least 67% of the Class "A" Members and of the Class "B"<sup>1</sup> Member and the approval of the Eligible Mortgage Holders to which at least 67% of the votes of Living Units subject to a mortgage appertain, shall be required to terminate the Association.

(b) The vote of at least 67% of the Class "A" Members and the consent of the Class "B" Member and the approval of Eligible Mortgage Holders to which at least 51% of the votes of Living Units subject to mortgages appertain, shall be required to materially amend any provisions of the Declaration, Bylaws, or Articles, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following:

- (1) voting rights;
- (2) Assessments, Additional Assessments, assessment liens, or priority assessment liens;
- (3) reserves for maintenance, repair, and replacement of the Common Areas;
- (4) responsibility for maintenance and repair;
- (5) insurance or fidelity bonds;
- (6) rights to use of the Common Areas;
- (7) leasing of Living Units;
- (8) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Living Unit (this provision is subject and subordinate to any provision in an agreement for the sale by the Developer of a Living Unit.);
- (9) establishment of self-management by the Association where professional management has been required by an Eligible Mortgage Holder;
- (10) restoration or repair of the Property (after hazard damage or partial condemnation) in a manner other than that specified in this Declaration;
- (11) any action to terminate the legal status of the Property after substantial destruction or condemnation occurs;
- (12) expansion or contraction of the Property, or the addition, annexation, or withdrawal of the Property other than as provided in Section 1.3; or
- (13) any provisions included in this Declaration, Bylaws, or Articles of Incorporation which are for the express benefit of Eligible Mortgage Holders on Living Units.

Section 14.4 · Special Federal Home Loan Mortgage Corporation Provisions

So long as required by the Federal Home Loan Mortgage Corporation, the following provisions shall apply to this Declaration:



(a) Unless 2/3<sup>rds</sup> of the first mortgagees or Owners give their consent, the Association shall not: (1) by act or omission seek to abandon, become a partition, subdivide, encumber, sell or transfer any portion of the Property owned by the Association (the granting of easements for public utilities or for public purposes or the dedication to public use of utilities or roads consistent with the intended use of the property shall not be deemed a transfer); (2) change the method of determining the obligations, Assessments, dues or other charges which may be levied against an Owner; (3) fail to maintain fire and extended coverage insurance as required by this Declaration; or (4) use hazard insurance proceeds for any Common Area losses for other than repair, replacement or reconstruction of such properties.

(b) The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from mortgagees or Owners or a larger percentage vote as otherwise required for any of the actions contained in this Article.

(c) First mortgagees may, jointly or singularly, pay taxes or other charges which are in default or which may or have become a charge against the Common Area and may pay overdue premiums of casualty insurance policies or secure new casualty insurance coverage upon the lapse of a policy, for the Common Areas and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

## ARTICLE XV GENERAL PROVISIONS

### Section 15.1 - Covenants Run With the Property; Binding Effect

All of the Easements, Covenants and Restrictions which are imposed upon, granted and/or reserved in this Declaration constitute Easements, Covenants and Restrictions running with the Property and are binding upon every subsequent transferee of all or any portion thereof, including, without limitation, grantees, Tenants, Owners and Occupants.

Each grantee accepting a deed or Tenant accepting a lease (whether oral or written) which conveys any interest in any portion of the Property that is submitted to all or any portion of this Declaration, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by all provisions of this Declaration and to incorporate said Declaration by reference in any deed, lease or other agreement of all or any portion of his interest in any real property subject hereto.

Each grantee accepting a deed or Tenant accepting a lease (whether oral or written) which conveys any interest in any portion of the Property that is submitted to

all or any portion of this Declaration, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by all provisions of the Declaration, as amended, and to incorporate the Declaration by reference in any deed, lease or other agreement of all or any portion of his interest in any real property subject hereto.

#### Section 15.2 - Duration

Unless sooner terminated as hereinafter provided, the Easements, Covenants and Restrictions of this Declaration shall continue for a term of 50 years from the date this Declaration is recorded, after which time, said covenants and restrictions shall automatically be extended for successive periods of 10 years each unless terminated by an instrument signed by Members entitled to exercise not less than 75% of the Class "A" Members and by the Class "B" Member.

#### Section 15.3 - Notices

Any notices required to be given to any Person under the provisions of this Declaration shall be deemed to have been given when personally delivered to such Person's Living Unit or mailed, postage prepaid, to the last known address of such Person or principal place of business if a corporation, provided, however, that a notice of "delinquency" of any payment due hereunder shall be made by personal delivery to such Living Unit or principal place of business if a corporation, or by certified or registered mail, return receipt requested, or by telegram. The effective date of such a notice shall be the date said notice is personally delivered, or postmarked, or the date the telegraph company receives the message, as the case may be.

Notices to the Developer shall be deemed given only when received and must be either hand delivered or mailed by certified or registered mail, postage prepaid, to Stratford Green at Mayfair, 971 E. Turkeyfoot Lake Road, Suite C, Akron, Ohio 44312, with a copy to Mark W. Bernlohr, Esquire, Bernlohr, Weimer & Wertz, LLP, The Nantucket Building, Third Floor, 23 S. Main Street, Akron, OH 44308.

#### Section 15.4 - Enforcement-Waiver

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

Section 15.5 - Construction of the Provisions of this Declaration

The Developer, the Association or the Design Review Committee, where specifically authorized herein to act, shall have the right to construe and interpret the provisions of this Declaration and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all Persons or property which benefit or which are bound by the provisions hereof. Any conflict between any construction or interpretation of the Developer, the Association or the Design Review Committee and that of any Person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation by the Developer, the Association or the Design Review Committee, as the case may be.

The Association and the Design Review Committee to the extent specifically provided herein may adopt and promulgate Rules regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting Rules and in making any finding, determination, ruling or order, or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association and the Design Review Committee, as the case may be, shall take into consideration the best interests of the Developer(s), Owners, Tenants and Occupants to the end that Stratford Green at Mayfair shall be preserved and maintained as a high quality, residential community.

Section 15.6 - Reservations by Developer - Exempt Property

(a) Developer reserves the right and easement for itself and owners of nearby lands to whom Developer, in Developer's sole discretion, may grant the same right and easement, to tie into, use, repair, maintain and replace without charge any and all common lines, pipes, utilities, conduits, ducts, wires, cables, private roads and rights-of-way in, on, or over the Property (as the Property may be expanded by a Subsequent Amendment) or any part thereof that will not materially interfere with the use or operation of a building or structure or other improvement thereon, in connection with the development and/or operation of real property. Any damage to buildings, improvements and real estate (including landscaping, if any) caused thereby shall be promptly repaired and restored to its prior condition by the party to whom such right and easement had been granted.

(b) Developer hereby reserves the right to grant to or enter into any easements or covenants for the installation, maintenance, service or operation of any and all common lines, pipes, utilities, conduits, ducts, wires, cables, private roads and rights-of-way in, on, or over the Property (as the Property may be expanded), or any part thereof that will not materially interfere with the use or operation of a building,

structure or other improvement thereon. Any damage caused thereby shall be promptly repaired and the land shall be restored to its prior condition.

(c) Developer reserves the right to enter into covenants and easements with any utility or public authority which Developer believes, in its sole discretion, to be in the best interests of the development of the Property (as the Property may be expanded).

(d) Developer reserves the right to perform or cause to be performed such work as is incident to the completion of the development and improvement of the Property (as the Property may be expanded by a Subsequent Amendment), owned or controlled by the Developer, notwithstanding any covenant, easement, restriction or provision of this Declaration or its exhibits, which may be to the contrary.

(e) Developer reserves the right to impose, reserve or enter into additional covenants, easements and restrictions with grantees of Living Units and Lots as long as such additional easements, covenants and restrictions are not in conflict with the rights, duties and obligations of Owners as set forth in this Declaration.

(f) Each reservation, right and easement specified or permitted pursuant to this Article shall include the right of ingress and egress for the full utilization and enjoyment of the rights reserved and/or granted herein. The word "common" as used in this Section shall mean any and all lines, pipes, utilities, conduits, ducts, wires, cables, private roads and rights-of-way intended for the use of or used by more than one Owner. Any easements or rights referred to in this Article, whether granted by Developer prior to the filing of this Declaration or subsequent thereto, shall at all times have priority over the provisions of this Declaration and any lien created under this Declaration.

(g) So long as Developer is a Class "B" Member, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Developer's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Developer.

#### Section 15.7 - Assignability by Developer

The Developer, and its successors, shall have the right from time to time to assign all or any part of its rights as a Developer under this Declaration, provided that the deed or other writing selected by Developer, in Developer's sole discretion, shall expressly state that the rights of a Developer shall be assigned. Any such assignment



may provide that said assignee shall have the rights of a Developer (other than those rights reserved by the Developer in any such assignment) set forth in this Declaration with respect to the Living Units and/or real property owned by such designee.

Section 15.8 - Severability

Invalidation of any one of the easements, covenants, restrictions or provisions contained herein shall in no way affect any other provision which shall remain in full force and effect.

Section 15.9 - Litigation

No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by the vote of 75% of the Class "A" Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Articles IX and X, (c) proceedings involving challenges to real estate taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Developer or is approved as provided in this Declaration, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 15.10 - Validity of Mortgages

No violation of any Easement, Covenant or Restriction of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner of any portion of the Property.

Section 15.11 - Amendment of Declaration

Except as expressly provided to the contrary in this Declaration, this Declaration may be amended as follows:

(a) For so long as the Developer or a successor designated by the Developer is the Owner of a fee simple interest in the Property, the Developer shall be entitled from time to time to amend or modify any of the provisions of this Declaration or to waive any of the provisions, either generally or with respect to particular real property, if in its judgment, the development or lack of development of the Property requires such modification or waiver, or if in its judgment the purposes of the general plan of development of the Living Units will be better served by such modification or waiver,



provided no such amendment, modification or waiver shall materially and adversely affect the value of existing Living Units or shall prevent a Living Unit from being used by the Owner in the same manner that said Living Unit was used prior to the adoption of said amendment, modification or waiver. To modify the Declaration in accordance with this paragraph, Developer shall file a supplement to this Declaration setting forth the Amendment, which supplement need not be but shall, at Developer's request, be executed by the Association and all Owners of real property within the Property. Each such Owner, by accepting a deed to his Living Unit or other real property, hereby appoints Developer his attorney-in-fact, coupled with an interest, to execute on his behalf any such amendments. Each amendment shall be effective when signed by the Developer and filed for record with the Recorder of Summit County.

(b) This Declaration may also be amended by Developer or the Association at any time and from time to time for the purpose of: (1) complying with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public entity, or private insurance company which performs (or may in the future perform) functions similar to those currently performed by such entities; or (2) inducing any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages; or (3) correcting clerical or typographical or obvious factual errors in this Declaration or any Exhibit hereto or any supplement or amendment hereto; or (4) complying with the underwriting requirements of insurance companies providing casualty insurance, liability insurance or other insurance coverages for the Association; or (5) bringing any provision hereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination; or (6) correcting obvious factual errors or inconsistencies between this Declaration and other documents governing the Property, the correction of which would not materially impair the interest of any Owner or Eligible Mortgage Holder; or (7) enabling a title insurance company to issue title insurance coverage with respect to the Property or any portion thereof. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Developer and/or to the Board to vote in favor of, make, or consent to a Subsequent Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting any portion of 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 the Developer to vote in favor of, make and record a Subsequent Amendment. To effect said amendment, Developer shall file a supplement to the Declaration setting forth the Subsequent Amendment which shall be signed by Developer and shall be effective upon the filing of the Subsequent Amendment with the Summit County Fiscal Officer.



(c) Developer shall have the right to amend this Declaration at any time and from time to time in accordance with or in implementation of any of the rights granted to or reserved by Developer in this Declaration.

(d) Except as expressly provided in this Declaration, and after expiration of the period set forth in (a) of this Article, any provision of this Declaration may be amended or repealed following a meeting of the Members held for such purpose, by the affirmative vote of the Class "B" Member and the vote of at least a majority of the voting power of the Class "A" Members unless a greater percentage of vote is required pursuant to this Declaration or in accordance with the statutes of the State of Ohio; provided, however, that any amendment which would terminate or materially affect the easements set forth in Article III of this Declaration shall not be amended (except as expressly provided to the contrary in this Declaration) unless all persons whose rights are terminated or materially affected shall affirmatively consent in writing to such amendment; provided further, that any amendment affecting the rights of Developer in this Declaration shall not be effective without the prior written consent of Developer. Written notice shall be given each Member at least 10 days in advance of the date of the meeting held for the purpose of amending this Declaration, which notice shall expressly state the modification to be considered at such meeting. Each amendment shall be effective when signed by the President and one other officer of the Association, signed by the Developer if the amendment affects the rights of the Developer and filed for record with the Summit County Fiscal Officer.

#### Section 15.12 - Interest Rates

After this Declaration shall have been recorded for five years or more, the Board shall have right to change any interest rate or late payment charge referred to herein by majority vote, but in no event shall said interest rate or late payment charge exceed the highest interest rate chargeable to individuals under applicable law.

#### Section 15.13 - Headings

The heading of each Article and of each paragraph in this Declaration is inserted only as a matter of convenience and for reference and in no way defines, limits or describes the scope or intent of this Declaration or in any way affects this Declaration.

#### Section 15.14 - Rule Against Perpetuities

If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common-law rules imposing time limits, then such provision



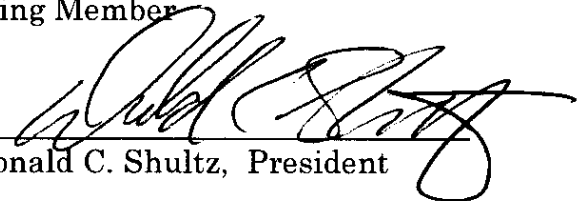
shall continue only until 21 years after the death of the survivor of the now living descendants of George W. Bush, President of the United States of America.

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EA 328.00  
John A Donofrio, Summit Fiscal Officer

IN WITNESS WHEREOF, the parties have signed this document this day of Sept 24, 2002.

MAYFAIR EAST DEVELOPERS, LLC,  
an Ohio Limited Liability Company

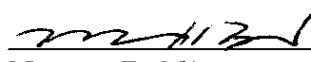
By: Design Construction Services, Inc.,  
Managing Member

By:   
Donald C. Shultz, President

STATE OF OHIO            )  
  ) SS.  
SUMMIT COUNTY         )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named MAYFAIR EAST DEVELOPERS, LLC, AN OHIO LIMITED LIABILITY COMPANY, by DONALD C. SHULTZ, PRESIDENT OF DESIGN CONSTRUCTION SERVICES, INC., its MANAGING MEMBER, who acknowledged that he executed the within instrument and that such execution was the free act and deed of said Limited Liability Company and said corporation as Managing Member, and was his free act and deed both individually and in his capacity as officers of said corporation as MANAGING MEMBER of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this 26th day of September, 2002.

  
\_\_\_\_\_  
Notary Public

This instrument prepared by:  
Nicholas T. George, Esq.  
Buckingham, Doolittle & Burroughs, LLP  
50 South Main Street  
Akron, Ohio 44308

and  
Bernlohr, Weimer & Wertz, LLP  
The Nantucket Building, Third Floor  
23 S. Main Street  
Akron, OH 44308  
330-434-1000 (telephone)  
330-434-1001 (facsimile)



MARVIN H. BOND, Notary Public  
Residence - Summit County  
State wide jurisdiction, Ohio  
My Commission Expires Sept 14 2004

«AK3:554154\_4»



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EXHIBIT A

Description of Property Subject to Declaration

Situated in the City of Green, County of Summit and State of Ohio and known as being Phase One of the Stratford Green at Mayfair Subdivision as shown by the recorded Plat in Reception No. #54758486 of Summit County records.

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John A Donofrio, Summit Fiscal Officer

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EXHIBIT B

BYLAWS  
OF  
STRATFORD GREEN HOMEOWNERS' ASSOCIATION, INC.

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John A Donofrio, Summit Fiscal Officer

BYLAWS  
OF  
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ARTICLE I  
NAME AND LOCATION

The name of the Association is Stratford Green Homeowners' Association, Inc., which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of the Declaration of Easements, Covenants, Conditions and Restrictions dated \_\_\_\_\_, and filed for record with the Summit County Fiscal Officer in Volume \_\_\_\_\_, Page \_\_\_\_\_. The principal office of the Association shall be as set forth in its Articles of Incorporation, and the place of meetings of Members and of the Board of the Association shall be at such place in or out of Summit County, Ohio as the Board may from time to time designate.

ARTICLE II  
DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration.

ARTICLE III  
MEMBERS

**Section 1. Composition.** Each Member, as defined in the Declaration, is a Member of the Association.

**Section 2. Place of Meetings.** Meeting of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board either on the Property or as convenient thereto as possible and practical.

**Section 3. Annual Meetings.** The first annual meeting of the Members shall be held on the date designated by the Developer, which is during the fourth calendar quarter one year after filing the Declaration with the Summit County Fiscal Officer. Thereafter, regular annual meetings of the Members shall be held in the fourth calendar quarter of each year, on a date and at an hour established, from time to time, by the Board. The order of business at all annual meetings shall be as follows:

- A. calling of meeting to order;
- B. proof of notice of meeting or waiver of notice;
- C. reading of minutes of preceding meeting;



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- D. reports of officers;
- E. reports of committees;
- F. election of inspectors of election;
- G. election of members of Board
- H. unfinished and/or old business;
- I. new business;
- J. adjournment.

**Section 4. Special Meetings.** Special meetings of the Members may be called at any time by the president or by the Board or upon written request of any Member, and when required by the Declaration.

**Section 5. Notice of Meetings.** Written notice of each meeting of Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least seven days before such meeting, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least seven days before the meeting. The notice shall specify the place, day and hour of the meeting, and in the case of a special meeting the purpose of the meeting.

**Section 6. Waiver of Notice.** Waiver of notice of meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed a waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted thereat unless objection to the calling of the meeting or the matter being acted upon at the meeting; of which proper notice was not given, is raised before the business is put to a vote.

**Section 7. Quorum.** Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of 20% of the Members shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

**Section 8. Adjournment of Meetings.** If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five nor more than 30 days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the



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

**Section 9. Proxies.** All Members have given their proxy to the Developer, which proxy shall be irrevocable and coupled with an interest and shall be in effect until 37 Living Units have been constructed on the Property and occupied by Members, at which time this proxy shall be automatically terminated. At all meetings of Members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary at or before the appointed time of each meeting. Except for the proxy granted to the Developer, every other proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her ownership interest or upon receipt of notice by the Secretary of the Board of the death or judicially declared incompetence of a Member or upon the expiration of 11 months from the date of the proxy.

**Section 10. Conduct of Meeting.** The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

**Section 11. Voting Power.** Except as otherwise provided in the Founding Documents, or by law, the rules of Roberts Rules of Order shall apply to the conduct of all meetings of the Members except as otherwise specifically provided in the Founding Documents or by law.

**Section 12. Action In Writing Without Meeting.** All actions, except removal of a member of the Board, which may be taken at a meeting of the Association, may be taken without a meeting with the approval of, and in writing or writings signed by Members having the percentage of voting power required to take such action if same were taken at a meeting. Such writing shall be filed with the secretary of the Association.

#### ARTICLE IV BOARD OF TRUSTEES

**Section 1. Initial Trustees.** The initial trustees shall be those three persons named as the initial trustees in the Articles, or such other person or persons as may, from time to time, be substituted by the Developer.

**Section 2. Successor Trustees.** Not later than the time that 37 Living Units have been purchased and Living Units thereon constructed and occupied by Members and at the immediately following annual meeting of the Association, the Class A Members shall elect one of the trustees at such meeting and the Developer shall designate the other two trustees, which three trustees shall serve until the meeting described in the next paragraph.

Not later than the time that 74 Living Units have been purchased and Living



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Units thereon constructed and occupied by Members and at the immediately following annual meeting of the Association, the Class A Members shall elect two of the trustees at such meeting and the Developer shall designate the one trustee, which three trustees shall serve until the meeting described in the next paragraph.

Not later than the time that 111 Living Units have been purchased and Living Units thereon constructed and occupied by Members and at the immediately following annual meeting of the Association, the Class A Members shall elect three the trustees at such meeting, which three trustees shall serve until the meeting described in the next paragraph.

The terms of the three trustees shall be staggered, one trustee for a term of one year, one trustee for a term of two years, and one trustee for a term of three years. Thereafter, at each annual meeting, the successor to the trustee whose term then expires shall be elected to serve a three year term.

Notwithstanding the foregoing, Developer shall have the right at any time to waive its right to select one or more trustees or to vote in an election of trustees. If the Developer waives its right to select one or more trustees, the membership shall meet and elect the members of the Board otherwise to have been selected by Developer.

**Section 3. Removal.** Excepting only trustees named in the Articles or selected by the Developer, any trustee may be removed from the Board pursuant to the provisions of the Articles or the Bylaws. In the event of the death, resignation or removal of a trustee, other than one named in the Articles or a substitute selected by the Developer, that trustee's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Members, when a trustee shall be elected to complete the term of such deceased, resigned or removed trustee. Developer shall have the sole right to remove, with or without cause, any trustee designated in the Articles, or a substitute selected by the Developer, and select the successor of any trustee so selected by the Developer, and selected the successor of any trustee so selected who dies, resigns, is removed or leaves office for any reason before the election of trustees by all of the Members as provided in the Declaration.

**Section 4. Vacancies.** A vacancy in any office shall be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve the remainder of the term of the officer he replaces.

**Section 5. Nomination.** When all trustees are elected by the Class A Members, nominations for the election of trustees to be elected by the Members shall be made by a nominating committee. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Members appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine but no less than the number of vacancies that are to be filled. Nominations may be made from the floor at the meetings.



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**Section 6. Election.** Election to the Board by the Members shall be by secret, written ballot. At such elections the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**Section 7. Compensation.** Unless otherwise determined by the Members at a meeting duly called and noticed for such purpose, no trustee shall receive compensation for any service rendered to the Association as a trustee. However any trustee may be reimbursed for his actual expenses incurred in the performance of duties.

**Section 8. Regular Meetings.** Regular meetings of the Board shall be held not less than quarterly, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

**Section 9. Special Meetings.** Special meetings of the Board shall be held when called by the president of the Board, or by any two trustees, after not less than three days notice to each trustee.

**Section 10. Quorum.** The presence at any duly called and noticed meeting, in person, of trustees entitled to cast a majority of the Voting Power of the Board shall constitute a quorum for such meeting.

**Section 11. Voting Power.** Except as otherwise provided in the Founding Documents, or by law, a vote of a Majority of the Voting Power of the Board on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, shall be sufficient to determine that matter.

**Section 12. Action In Writing Without Meeting.** Any action that could be taken by the Board at a meeting, may be taken without a meeting with the approval of, and in writing or writings, signed by trustees having the percentage of Voting Power of the Board required to take such action if the same were taken at a meeting.

**Section 13. Powers.** The Board shall exercise all powers and authority, under law, and under the provisions of the Founding Documents, that are not specifically and exclusively reserved to Members, pursuant to the Founding Documents, without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- A. Take all actions deemed necessary or desirable to comply with all requirements of law, and the Founding Documents;
- B. Obtain insurance coverage as determined by the Board, and not less than required by the Declaration;

- C. Enforce the easements, covenants, conditions and restrictions set forth in the Declaration;
- D. Repair, maintain and improve the Common Area;
- E. Establish, enforce, levy and collect Assessments as provided in the Declaration;
- F. Adopt and publish rules and regulations governing the use of the Common Area and Facilities and the personal conduct of Members, Owners, occupants and their guests thereon, and establish penalties for the infraction thereof;
- G. Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for each infraction of published rules and regulations or any provisions of the Founding Documents);
- H. Authorize the officers to enter into one or more management agreements in order to facilitate the efficient operation of the Common Area; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board) the terms of any management agreements shall be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of the Founding Documents;
- I. Do all things and take all actions permitted to be taken by the Association by law, or the Founding Documents, not specifically reserved thereby to others.

**Section 14. Duties.** It shall be the duty of the Board to:

- A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at each annual meeting of members, or any special meeting when such statement is requested in writing by any Member;
- B. Supervise all officers, agents, and employees of the Association and see that their duties are properly performed;
- C. As more fully provided in the Declaration, to:
  - 1. fix the amount of Assessments against each Member;



2. give written notice of each Assessment to every Member subject thereto within the time limits set forth therein; and
  3. foreclose a lien against any Lot for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Member personally obligated to pay the same or both;
- D. Issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether any Assessment has been paid;
- E. Procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;
- F. Cause all officers or employees handling Association funds to be bonded;
- G. Cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- H. Cause the easements, covenants, conditions and restrictions created by the Declaration to be enforced; and
- I. Take all other actions required to comply with all requirements of law and the Founding Documents.

**Section 15. Fidelity Bonds.** The Board will require that all officers and employees of the Association responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association and shall be a Common Expense.

**Section 16. Delegation of Authority and Duties.** The Board is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

**Section 17. Right to Disapprove Actions.** This Section 17 may not be amended without the express, written consent of the Class "B" Member. So long as the Class "B" membership exists, the Class "B" Member shall have a right to disapprove actions of the Board and the Design Review Committee, as is more fully provided in this Section. This right shall be exercisable only by the Class "B" Member, its successors, and assigns who specifically take this power in a recorded instrument. The right to disapprove shall be as follows:



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

(a) The Class "B" Member shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies with the Bylaws and which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee thereof, or the Association. The Class "B" Member, its representatives or agents shall have the right to make its concerns, thoughts, and suggestions known to the members of the subject committee and/or the Board. The Class "B" Member shall have the right to disapprove any action, policy, or program authorized by the Board or any committee thereof and to be taken by the Board, such committee, the Association, or any individual member of the Association, if Board, committee, or Association approval is necessary for such action. This right may be exercised by the Class "B" Member, its representatives, or agents at any time within 10 days following the meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Association. The Class "B" Member shall not use its right of disapproval to require a reduction in the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

## ARTICLE V OFFICERS

**Section 1. Enumeration of Officers.** The officers of the Association shall be a president, a secretary, a treasurer and such other officers as the Board, from time to time, determines. All officers shall be members of the Board. The same person may hold more than one office.

**Section 2. Selection and Term.** Except as otherwise specifically provided in the Declaration or Bylaws from time to time by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.



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**Section 3. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 4. Resignation and Removal.** Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

**Section 5. Duties.** The duties of the officers shall be as the Board may, from time to time, determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

- A. **President.** The president shall preside at all meetings of the Board and the Association and shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.
- B. **Vice President.** The vice president shall perform the duties of the president whenever the president is unable to act, and shall have such other authority and perform such other duties as may be determined by the Board. The Vice President shall be a member of all committees and shall oversee the deliberations of the committees.
- C. **Secretary.** The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the names of Members together with their addresses, and shall act in the place and stead of the vice president, in the event of the vice president's absence or refusal to act.
- D. **Treasurer.** The treasurer shall assume responsibility for the receipt and deposit in appropriate bank accounts of all monies of the Association, the disbursement of such funds as directed by resolution of the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Members at annual meetings, and the delivery or mailing of a copy of each to the Members.
- E. **Other Officers.** The assistant secretaries and assistant treasurers, if any, and all other officers whom the Board may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board.



**ARTICLE VI**  
**COMMITTEES**

The Board shall appoint such committees as it deems appropriate in carrying out its purposes. The committee chairman shall attend all board meetings, but shall not have a vote.

**ARTICLE VII**  
**FINANCES OF ASSOCIATION**

**Section 1. Preparation of Estimated Budget.** The Assessments provided for herein shall commence on the first day of the month designated by the Board as a commencement date. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year, and such Assessment shall thereafter be on a full calendar-year basis. Thereafter, each year on or before December 1st, the Board shall estimate the total amount necessary to pay all the Common Expenses for the next calendar year together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each Member in writing as to the amount of such estimate, with a reasonable itemization thereof. The "estimated cash requirement" shall be assessed to the Members, but not to the Developer according to the provisions of the Declaration. On or before January 1st of the ensuing year each Member shall be obligated to pay to the Association the Assessment made pursuant to this section. On or before the date of each annual meeting, the Association shall supply to all Members an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited to each Member pursuant to the apportionment set forth in the Declaration, to the next annual installment due from the Members under the current year's estimate, until exhausted, and any net shortage shall be equally added to each Member's installment due in the succeeding year after rendering the accounting.

**Section 2. Replacements.** The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extra-ordinary expenditures not originally included in the annual estimate of Assessments which may be necessary for the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Member's Assessment, such extraordinary expenditures shall be assessed to the Members according to the apportionment set forth in the Declaration. The Association shall serve notice of such further Assessment on all Members by a statement in writing giving the amount and reasons therefore, and such further Assessment shall be payable with the next regular payment becoming due to the Association not less than ten days after the delivery or mailing of such notice of further Assessment. All Members shall be obligated



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to pay the adjusted monthly amount.

**Section 3. Budget for First Year that an Annual Meeting is Held.** When the first annual meeting of the Association is held, the Association shall determine the "estimated cash requirement" as hereinabove defined, for the period commencing 30 days after said first annual meeting and ending on December 31st of the calendar year in which said first annual meeting occurs. Assessments shall be levied against and paid by the Members during said period as provided in the Declaration.

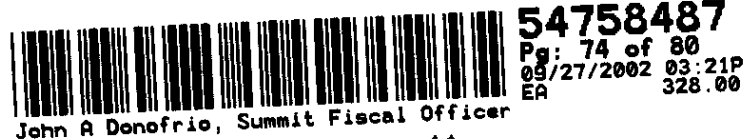
**Section 4. Failure to Prepare Annual Budget.** The failure or delay of the Board to prepare or deliver to the Members the annual or adjusted estimate of Assessments shall not constitute a waiver or release in any manner of such Member's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined and in the absence of any annual estimate or adjusted estimate of Assessments, the Member shall continue to pay the yearly Assessment at the existing yearly rate established for the previous period until the Assessment payment which is due more than ten days after such new annual or adjusted estimate shall have been mail or delivered.

**Section 5. Status of Funds Collected By Association.** All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special Assessments as may be levied hereunder against less than all of the Members, and for such adjustments as may be required to reflect delinquent or prepaid Assessments) shall be deemed to be held for the use, benefit and account of all the Members in the proportion as set forth in the Declaration.

**Section 6. Financial Statement Review.** The books of the Association shall be reviewed once a year by the Board and such review shall be completed prior to each annual meeting. Upon the vote of the affirmative vote of a Majority of the Voting Power of the Board, the Board shall cause the financial books and records of the Association to be reviewed by a certified public accountant, who shall prepare and submit to the Board a compilation financial statement of the Association for the preceding fiscal year.

## **ARTICLE VIII** **BOOKS AND RECORDS**

The books, records and financial statements of the Association, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association for inspection by Members. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Members and Owners current copies of the Founding Documents and the rules and regulations governing the operation of the Association.



**ARTICLE IX**  
**FISCAL YEAR**

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the day of incorporation of the Association.

**ARTICLE X**  
**NOTICE AND HEARING PROCEDURE**

**Section 1. Suspension or Privileges.** In the event of any alleged violation of the Declaration, these Bylaws or the rules and regulations of the Association, and after written notice of such alleged failure is delivered (in the manner prescribed in the Declaration) to the Member or any agent of the Member ("Respondent") alleged to be in default, the Board shall have the right, after affording the Respondent an opportunity for an appropriate hearing as hereinafter provided, and upon an affirmative vote of a majority of the disinterested Board members, to take any one or more of the following actions: (1) levy special Assessments as provided in the Declaration; (2) suspend or condition the right of Respondent to use any Common Area owned, operated or maintained by the Association; or (3) suspend the Respondent's said Member's voting privileges. Any such suspension shall be for a period of not more than 30 days for any non-continuing infraction, but in the case of a continuing infraction (including nonpayment of any Assessment after the same becomes delinquent) may be imposed for so long as the violation continues. No action against a Respondent arising from the alleged violation shall take effect prior to the expiration of (a) 15 days after the Respondent's receipt of the complaint pursuant to Section 2 of this Article, and (b) five days after the hearing required herein. The failure of the Board to enforce the rules and regulations of the Association, these Bylaws or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by these Bylaws shall be cumulative and none shall be exclusive. However, any Member must exhaust all available internal remedies of the Association prescribed by the Declaration and these Bylaws, or by the rules and regulations of the Association, before that Member may resort to a court of law for relief with respect to any alleged violation of the Declaration, these Bylaws, or the rules and regulations of the Association by another Member, provided that the foregoing limitation pertaining to exhausting administrative remedies shall not apply to the Board or to any Member where the complaint alleges non-payment of Assessments.

**Section 2. Written Complaint.** A hearing to determine whether a right or privilege of the Respondent under the Declaration or these Bylaws should be suspended or conditioned, or whether a special Assessment should be levied, shall be initiated by the filing of a written complaint by any Member or any officer or member of the Board with the president of the Association or other presiding member of the Board. The complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Respondent is



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charged, and a reference to the specific provisions of the Declaration, these Bylaws or the rules and regulations of the Association which the Respondent is alleged to have violated. A copy of the complaint shall be delivered to the Respondent in accordance with the notice procedures set forth in the Declaration, together with a statement which shall be substantially in the following form:

"Unless a written request for a hearing signed by or on behalf of the Member named as respondent in the accompanying complaint is delivered or mailed to the Board within 15 days after the complaint was delivered to you, the trustees may proceed upon the complaint without a hearing, and you will have thus waived your right to a hearing. The request for a hearing may be made by delivering or mailing the enclosed form entitled "Notice of Defense" to the trustees at the following address:

\_\_\_\_\_  
\_\_\_\_\_. You  
may, but need not be represented by counsel at any or all stages of these proceedings. If you desire the names and addresses of witnesses or an opportunity to inspect any relevant writings or items on file in connection with this matter in the possession, custody, or control of the Board, you may \_\_\_\_\_ contact \_\_\_\_\_."

The respondent shall be entitled to a hearing on the merits of the matter if the notice of defense is timely filed with the Board. The respondent may file a separate statement by way of mitigation, even if respondent does not file a notice of defense.

**Section 3. Notice of Hearing.** If the notice of defense is timely filed, the Board shall deliver in the manner prescribed by the notice procedures set forth in the Declaration, a notice of hearing on all parties at least ten days prior to the hearing, if such hearing is requested by 30 days, but not later than 90 days after the complaint is mailed or delivered to the respondent as provided in Section 2 of this Article. The notice to the respondent shall be substantially in the following form but may include other information:

"You are hereby notified that a hearing will be held before the Board of trustees of the Stratford Green Homeowners' Association, Inc. at

\_\_\_\_\_ on  
the \_\_\_\_\_ day of \_\_\_\_\_, upon the charges made in the complaint served upon you. You may be present at the hearing, may but need not be, represented by counsel, may present any relevant evidence, and will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to request the attendance of witnesses and the production of books, documents or other items by applying to the Board

of Trustees of the Association."

**Section 4. Hearing.** If the notice of defense is timely filed, the hearing shall be held before the Board in executive session on the date specified in the notice of hearing delivered to the respondent. If the notice of defense is not timely filed, the respondent's right to a hearing shall be deemed waived and the Board, in executive session, may proceed upon the complaint without a hearing. Prior to the effectiveness of any sanction hereunder, proof of notice, and the invitation to be heard shall be placed in the minutes of the notice, together with a statement of the date and manner of delivery entered by the officer or trustee or other person who mailed or delivered such notice. The notice requirement shall be deemed satisfied if the respondent appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

## **ARTICLE XI** **GENERAL PROVISIONS.**

**Section 1. Conflict of Interest.** A Trustee or officer of the Association shall not be disqualified by his office from dealing or contracting with the Association as a vendor, purchaser, employee, agent, or otherwise. No transaction or contract or act of the Association shall be void or voidable if made by any firm of which any Trustee or officer is a member or any corporation of which any officer or Trustee is a shareholder, director, or trustee, or any trust of which any Trustee or officer of the Association is a trustee or beneficiary is in any way interested in such transaction or contract or act. No Trustee or officer shall be accountable or responsible to the Association for or in respect to any transaction or contract or act of the Association or for any gains or profits directly or indirectly realized by him by reason of the fact that he or any firm of which he is a member or any corporation of which he is a shareholder, director, or trustee, or any trust of which he is a trustee or beneficiary, is interested in such transaction or contract or act, provided the fact that such Trustee or officer or such firm or such corporation or such trust is so interested shall have been disclosed or shall have been known to the Board or such members thereof as shall be present at any meeting of the Board at which action upon such contract or transaction or act shall have been taken. Any Trustee may be counted in determining the existence of a quorum at any meeting of the Board which shall authorize or take action in respect to any such contract or transaction or act, and may vote thereat to authorize, ratify, or approve any such contract or transaction or act, and any officer of the Association may take any action within the scope of his authority respecting such contract or transaction or act, with like force and effect as if he or any firm of which he is a member, or any corporation of which he is a shareholder, director, or trustee, or any trust of which he is a trustee or beneficiary were not interested in such transaction or contract or act. Without limiting or qualifying the foregoing, if in any judicial or other inquiry, suit, cause or proceeding, the question of whether a Trustee or officer of the Association has acted in good faith is material, and notwithstanding any statute or rule of law or of equity to the contrary (if any there be), his good faith shall be presumed, in the absence of proof to the contrary by clear and convincing evidence.



**Section 2. Indemnification.** Except as otherwise provided herein, every person who is or has been a Trustee or officer of the Association and his heirs and legal representatives is hereby indemnified by the Association against expense and liabilities actually and necessarily incurred by him in connection with the defense of either (i) any action, suit or proceeding to which he may be a party defendant, or (ii) any claim of liability asserted against him, by reason of his being or having been a trustee or officer of the Association. Without limitation, the term "expenses" includes any amount paid or agreed to be paid in satisfaction of a judgment or in settlement of a judgment or claim of liability other than any amount paid or agreed to be paid by the Association itself. The Association does not, however, indemnify any trustee or officer in respect to any matter as to which he shall be finally adjudged liable for gross negligence or malicious misconduct in the performance of his duties as such Trustee or officer, nor in the case of a settlement, unless such settlement shall be found to be in the interest of the Association by (i) the court having jurisdiction of the action, suit or proceeding against such Trustee or officer or of a suit involving his right to indemnification or (ii) a majority of the Trustees of the Association then in office other than those involved in such matter (whether or not such majority constitutes a quorum), or if there are not Trustees who are not involved in the matter, then by disinterested Members entitled to exercise a majority of the voting power shall, by vote at any annual or special meeting of the Association, approve such settlement and the reimbursement to such Board member or officer of such costs and expenses. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such Board member or officer, and shall not be exclusive of other rights to which any Board member or officer may be entitled as a matter of law or under the Declaration, any vote of Association members or any agreement.

## **ARTICLE XII AMENDMENTS**

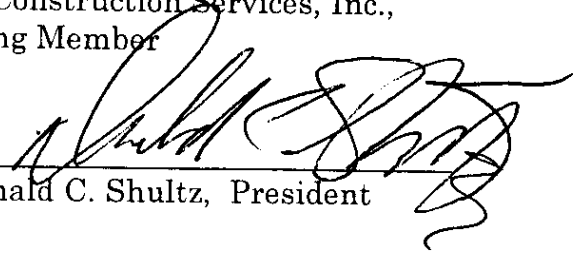
Any modification or amendment of these Bylaws shall be made by the approval as provided in Section 15 of Article X of the Declaration, provided that no amendment shall be in conflict with the Declaration or the interest of the Developer, and provided, further, that no amendment shall be effective to impair or dilute any rights of the Developer, and the right of Members that are governed by the Declaration, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Fiscal Officer of Summit County, Ohio.

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EA 328.00  
John A Donofrio, Summit Fiscal Officer

IN TESTIMONY WHEREOF, the undersigned, has caused these Bylaws to be duly adopted on or as of the 26 day of September, 2002.

MAYFAIR EAST DEVELOPERS, LLC,  
an Ohio Limited Liability Company

By: Design Construction Services, Inc.,  
Managing Member

By:   
Donald C. Shultz, President

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EXHIBIT C

Description of Recreation Association Property

Situated in the City of Green, County of Summit and State of Ohio and known as being Open Space H and K of the Mayfair Park Recreation Association as shown on the Plat of Phase One of Stratford Green at Mayfair Subdivision Plat recorded in Reception No. #54758486 of Summit County records.



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John A Donofrio, Summit Fiscal Officer