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COVENANTS AND RESTRICTIONS
FOR
THE TIMBERS

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DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF THE TIMBERS

This Declaration of Covenants, Restrictions and Easements is made and entered into on the 1st day of December, 1987, by Bob Schmitt Homes, Inc., and Ohio Corporation of Strongsville, Ohio 44136, which together with its successors and assigns, is hereinafter referred to as the "Corporation" or "Developer".

WHEREAS, the Corporation as owner in fee simple of certain real estate situated in the City of Strongsville, Cuyahoga County, and State of Ohio, which is more fully described below, all of which is situated within the Meadowood Subdivision No, 1, Phase IV, and is shown on the Plat recorded in Volume 234, Page 45 of the Cuyahoga County Recorder's Plat Records; and,

WHEREAS, the Corporation as does desire and will develop said real estate under Section 1125.60, Single Family Detached and Cluster Dwellings, of the Zoning Code of the City of Strongsville, Ohio, for its own benefit and for the mutual benefit of all future owners, mortgagees and occupants of said real estate or any part thereof, does establish these rights, easements, privileges and restrictions with respect to said real estate and the use, conduct, and maintenance thereof; and,

WHEREAS, the corporation desires and intends that the several owners, The Timbers Association (a neighborhood association), mortgagees, occupants and other persons hereafter acquiring any interest in said real estate shall at all times enjoy the benefits of, and shall hold their interest therein, subject to the rights, easements, privileges and restrictions set forth herein, and also incorporated by reference in the deed, all of which are declared to be Covenants Running with the Land and to be in furtherance of a general plan to promote and protect the co-operative aspect of ownership of the common areas and to facilitate the proper administration, ownership and maintenance of the real estate and dwelling granted by fee simple conveyance or equitable interest therein to any grantee, their heirs or assigns, or trustee holding legal title for the equitable owner; and,

NOW, THEREFORE, Bob Schmitt Homes, Inc., the Corporation, does hereby impose the following Covenants, Restrictions and Grants of Easements on the following property.

ARTICLE I

PROPERTY AND ADDITIONS THERETO

Section 1. The Existing Property. Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and know as being Block “L” in the Meadowood Subdivision No. 1, Phase IV, as recorded in Volume 234, Page 45 of Cuyahoga County Recorder’s Records.

Section 2. Additions to the Existing Property. Bob Schmitt Homes, Inc., and its successors or assigns, shall have the exclusive right from time to time, and at any time, to add additional real property to the Timbers Cluster Housing Properties so long as such additional property meets the criteria for additional real property as established in paragraph (a) following, and that a Declaration of Covenants, Restrictions and Easements imposed on such additional real property does not violate the terms, purposes and intent of paragraph (c) following.

(a) Additional real property shall become subject to these Covenants, Restrictions and Easements, provided that any such proposed addition is adjacent to the Existing Property (or to any property added thereto in accordance with this Article I). Property abutting or located across a street or highway from any portion of the Existing Property, or added property, or located within one hundred feet (100’) from any portion of the Existing Property, or added property, shall be considered to be adjacent to it.

(b) Any such other addition shall be made by filing of record a deed, agreement, or other instrument in form which shall extend the scheme of these Covenants, Restrictions and Easements to such additional property.

(c) Such instrument may contain such complementary additions and modifications of these Covenants, Restrictions and Easements as of the added property and as are not inconsistent with the scheme of this document, nor shall such instrument provide for assessment. Annual or Special, of the added property by a method different than that applicable to the Existing Property. In no event, however, shall such instrument revoke, modify, or add to the Covenants, Restrictions and Easements established by this Declaration with the Existing Property, except that the Corporation may, if in its sole opinion the development or lack of development, or the general plan of development, warrants such action; nor shall such instrument provide for assessment of the added property at a lower rate than that applicable to the Existing Property.

**COVENANTS AND RESTRICTIONS
APPLICABLE TO THE TIMBERS**

Article II

**SCOPE AND APPLICATION OF CLUSTER HOUSING COVENANTS
AND RESTRICTIONS: DEFINITIONS**

Section 1. Scope and Application. The Covenants, Restrictions and Easements set forth in this document shall apply to and be imposed upon the Timbers and any part thereof exclusively. Without limiting the generality of the paragraph immediately preceding this part of the Declaration, said Covenants, Restrictions and Easements are made for the mutual and reciprocal benefit of each and every Living Unit Owner in The Timbers, are intended to create mutual, equitable servitudes upon each of said Living Units in favor of each and all of the other Living Units in The Timbers, to create reciprocal rights between the respective Living Unit Owners and to create a privity of contract and estate between the grantees of said Living Unit Owners, their heirs, successors, and assigns.

Section 2. Definitions. The following words when used in these Covenants and Restrictions (unless the context shall prohibit) shall have the following meanings:

(a) **“City”** shall mean the City of Strongsville, a municipal corporation organized and existing under the laws of the State of Ohio. It is specifically acknowledged by all parties to these Covenants and Restrictions that the “City” is a third-party beneficiary to these Covenants and Restrictions, and has the same authority to administer and enforce these Covenants and Restrictions as they relate to the Cluster Common Properties, as more fully set out herein, as does the Association or Developer.

(b) **“Cluster Housing Properties”** shall mean and refer to those areas of land which are designed as a “Cluster Housing Property”, a Cluster Dwelling Common Property, a street or other road or traffic circle, a walkway or sidewalk shown on the Tax Split Drawing, as recorded in the Plat records of the Cuyahoga County Recorder’s Records, and which are intended to be devoted to the common use and enjoyment of all other Living Unit Owners and in which each Living Unit Owner is now or hereafter granted property rights co-extensive with those of all other Living Unit Owners pursuant to the terms and provisions of this document.

(c) **“Cluster Dwelling Common Property”** and **“Cluster Dwelling Common Properties”** are synonymous as used in this document and shall mean and refer to those areas of land which are intended to remain as open areas and buffer zones for the common use, benefit and enjoyment of all Living Unit Owners and which are designated by the term “Cluster Dwelling Common Property” or any phrase containing those words on the Tax Split Drawing. Cluster Dwelling common property shall also include any recreation area included within the Cluster Housing Property. Cluster Dwelling Common Property shall also include any recreation area included within the Cluster Housing Property. Cluster Dwelling Common Property shall also include any recreation area included within

The Cluster Housing Property. Areas designated as Park Area "T" on the Tax Split Drawing, for which the duty and obligation to maintain, repair and/or replace and pay real estate taxes is and shall remain vested in The Meadowood Association.

(d) "**Living Unit**" shall mean and refer to a Parcel of Land located within The Timbers, or a Parcel of Land located within The Timbers and a single-family dwelling, with garage attached, situated thereon. The fee or undivided fee simple title to any such Parcel shall not be separated from the fee or undivided fee simple title to the dwelling built thereon as shown.

(e) "**Living Unit Owner**" shall mean and refer to any and all owner or owners of record, legal or equitable, whether a person or an entity, of fee or undivided fee simple title to a Parcel or a Parcel and Cluster Dwelling situated within The Timbers at any time during the term of these Covenants and Restrictions but shall not mean or refer to the Developer or a mortgagee unless and until such mortgagee has acquired such title pursuant to foreclosure or by deed or any proceeding in lieu of foreclosure.

(f) "**Living Unit Owners' Association**" shall mean and refer to The Timbers Association, (a neighborhood association), an Ohio non-profit corporation formed for the purpose of regulating and maintaining The Timbers, the Cluster Dwelling Common Properties, the exterior of the Living Units and Parcels, providing services of general benefit to the Living Unit Owners, administering and enforcing these Covenants and Restrictions, and collecting and disbursing the assessments and exercising the other functions as hereinafter provided.

(g) "**Living Unit Member**" shall mean and refer to the Developer and all those Living Unit Owners, legal and equitable, who are Members of The Living Unit Owners' Association as provided in Article IV, Section 1 of this document.

(h) "**Developer**", "**Grantor**" or "**Corporation**" shall mean and refer to Bob Schmitt Homes, Inc., an Ohio Corporation, its successors or assigns.

ARTICLE III

MUTUAL RECIPROCAL EASEMENTS

Section 1. Easements. Reciprocal, affirmative easements over and on the Cluster Housing Properties, each parcel of land comprising a Living Unit, the Cluster Dwelling Common Property, and abutting on any side, front, or rear of any parcel of land conveyed in this development are granted with and appurtenant to each parcel so conveyed to each fee owner or equitable owner and the Timbers Association for, but not limited to, the following:

(a) Encroachment of any wall, eave, foundation, gutter, roof overhang, fence, gate, concrete patio, wood deck, chimney or appertaining part thereto of a dwelling on a parcel

resulting from the original construction of the dwelling by the Grantor, its successors or assigns, or as the result of subsidence or shift of land or building; and,

(b) Maintenance, staining, painting, foundation repair or any reasonable cause or use to make repairs or to maintain a parcel and dwelling conveyed hereunder, in this development; and,

(c) The dominate estate and the Timbers Association shall be under a legal duty and obligation to the servient estate to repair or replace any damage or injury to the servient estate caused or occasioned by the exercise or use of the Easements granted in (b) above, even though such use has been reasonable and for the purposes described; and,

(d) However, in no event shall a valid Easement for any encroachment or trespass be created in favor of any owner, tenant, or occupant of any dwelling or parcel if such encroachment or trespass occurred due to the willful conduct of such owner, tenant, or occupant through the use of Easement granted in (b) above or as contemplated by (a) above.

Section 2. Construction, Repair, Maintenance. The Developer reserves for purposed incident to its development of the Cluster Housing Properties an easement and/or right of way upon, across, over, through and under the Cluster Housing Properties to the extent necessary to carry out said development to completion. In addition, there is hereby reserved a blanket easement upon, across, over, through and under the Cluster Housing Properties, without limitation, to permit the replacement, repair and maintenance of all utility and service lines and systems including, but not limited to, water, sewer, telephone, electricity, television cable or communication lines and systems by a company or municipality providing such services or utilities, including without limitations, The City of Strongsville, and to permit the construction, reconstruction, repair, maintenance or replacement of any Living Unit, or any portion thereof, by the Developer or the Owner thereof. By virtue of these easements, any such Owner, the Developer, the City of Strongsville or any such utility or service provider, as the case may be, is and shall be expressly permitted for such purpose to maintain facilities and equipment, to erect temporary buildings or structures, to excavate and to affix, install and maintain wires, circuits, pipes and conduits on, in or under said property, provided said Living Unit Owner, the Developer or said utility or service company, as the case may be, restores any disturbed areas to the condition in which they were found and provided further that such activities shall not render any Living Unit, other than the Living Unit being constructed, reconstructed, repaired, maintained or replaced, uninhabitable. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utility or service lines or electrical lines, water lines or service lines or facilities for such utilities may be installed or relocated in, on or under the Cluster Housing Properties unless an until approved by the Developer so long as it is a Living Unit Member and thereafter by the Living Unit Owners' Association in accordance with its Articles of Incorporation and/or Code of Regulations. Said easements shall in no way affect any other recorded easements on the Cluster Housing Properties or any other easement granted in this Declaration.

ARTICLE IV

MEMBERS AND VOTING RIGHTS IN THE LIVING UNIT OWNERS' ASSOCIATION

Section 1. Members. Every Living Unit Owner, legal or equitable, shall be a member of the Living Unit Owners' Association in the Timbers Association and in the Meadowood Association for so long as he is a Living Unit Owner, provided that any such person or entity who holds interest merely as security for the payment of money or performance of an obligation shall not be a member. The Developer shall be a member until it is conveyed every Living Unit owned by it to a Living Unit Owner.

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

Class A. Class A Members shall be all members with the exception of Class B Member or Members. Class A Members shall be entitled to one (1) vote for each Living Unit. In the event a Living Unit is owned by more than one (1) owner, the owners shall not be entitled to more than one (1) vote with respect to any such Living Unit.

Class B. The Class B Member or Members shall be the Developer, Each Class B Member shall be entitled to two (2) votes for each Living Unit owned by it.

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

ARTICLE V

PROPERTY RIGHTS IN THE LUSTER HOUSING PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 4 of this Article V, every Living Unit Member or, in the stead of said Living Unit Member, any tenant or lessee thereof, who is in residence upon said Living Unit Member's Living Unit shall have for himself, his immediate household and guests a right and easement of enjoyment in and to the Cluster Housing Properties, and such easement shall be appurtenant to and shall pass with title to every Living Unit. Without limiting the generality of the foregoing, an easement for the use and enjoyment of each street, road, walkway, sidewalk or cluster dwelling common property which constitute a part of the Cluster Housing Properties is reserved hereby to the Developer, to each Living Unit Owner and visitors parking areas as to the invitees of all the aforementioned. In addition, there is hereby

granted to the City of Strongsville an easement to enter upon, across, on, under or through the Cluster Housing Properties for purposes of snow removal, garbage removal, police and fire protection, repair and replacement of utilities and any easements granted thereto and the providing of other municipal services.

Section 2. Title to Cluster Housing Properties. The Developer shall retain the legal title to the Cluster Housing Properties until such time as, in the opinion of the Developer, the Living Unit Owners' Association is able to maintain the same, but notwithstanding any other provision herein, the Developer hereby covenants for itself and its successors and assigns that it shall convey the Cluster Housing Properties to the Living Unit Owners' Association not later than December 31, 1989, free and clear of all liens.

Section 3. Use of Cluster Housing Properties. The Cluster Housing Properties are intended to be used for vehicular and pedestrian traffic and as open areas and buffer zones. Subject to the provisions of Article III of this instrument, after the initial development no building or other structure shall be erected, constructed, placed or suffered to remain upon or within the Cluster Housing Properties, except for such structures as fences, walls, signposts, playground equipment or portable or temporary recreational facilities which are constructed in a Cluster Dwelling Common Property or in an area designated as "Cluster Housing Property" which are intended to enhance the common use and enjoyment of such areas and which do not significantly compromise or interfere with the intended primary uses described above.

Section 4. Extent of Members' Easements. The right and easements of enjoyment created by this Article V shall be subject to the following:

(a) The right of the Developer or of the Living Unit Owners' Association to borrow money for the purpose of improving the Cluster Housing Properties and in aid thereof to mortgage said properties and the right of the Developer or the Living Unit Owners' Association to take such steps as are reasonably necessary to protect the Cluster Housing Properties against foreclosure; and,

(b) The right of the Living Unit Owners' Association, in accordance with its Articles of Incorporation and Code of Regulations; to adopt uniform rules and regulations governing the use of the Cluster Housing Properties, and to suspend the enjoyment rights of any Living Unit Member, tenant, occupant or lessee thereof and his household and guests for the non-payment of any assessment levied pursuant to this document during any period which such assessment remains in default, and for any infractions of such rules and regulations; provided, however, that any such suspensions shall not deny ingress or egress to any Living unit; and,

(c) The right of the Living Unit Owners' Association to dedicate or transfer all or any part of the Cluster Housing Properties to any municipality or any public agency, authority or utility, for such purposes and subject to such conditions as may be determined at a meeting of the Living Unit Members by the affirmative vote of the Living Unit Members entitled to exercise a simple majority of the total voting power of the Living Unit Owners' Association.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

(This section has been revised 11/07/2008 – See Revisions)

Section 1. Creation of Liens and Personal Obligations of Assessments. Upon the conveyance of each Living Unit from the Corporation to a Living Unit Owner and upon all subsequent conveyances of said Living Unit, such Living Unit Owner and any and all subsequent Owners if said Living Unit, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Living Unit Owners' Association, and to subject said Living Unit to a lien, as hereinafter provide, in favor of the Living Unit Owners' Association as security for the payment of the following:

(a) An annual assessment levied in accordance herewith for the following purposes: operating, maintaining, constructing, repairing and replacing the recreational and landscaped areas, fencing, driveways, sidewalks, patios, walls and facilities on the Cluster Housing Properties; providing services of general benefit to Living Unit Owners, including without limitations, to the extent deemed necessary or desirable, snow removal, garbage removal, maintenance, painting, staining or all exterior sides and/or walls of the Living Unit, fences and gates, concrete patio, wood deck, including roofs, downspouts, gutters within such maintenance repair, or replacement and maintenance of any landscaped area of a Living Unit which lies outside areas enclosed by a privacy fence or similar structure or areas outside of the reasonable proximity of a patio area where no privacy fence is located; and administering the affairs of the Living Unit Owners' Association; and,

(b) Special assessments levied in accordance herewith for improvements or other special expenditures, including the acquisition of additional property for use as Cluster Housing Properties, for emergency, operating, maintenance or repair costs and for other costs and expenses not anticipated in determining the applicable annual assessments.

(c) The Living Unit Owners' Association shall, upon conveyance of legal title of the Cluster Housing Property and Cluster Dwelling Common Properties to the Living Unit Owners' Association by the Developer, obtain a Liability Insurance Policy in such amount and coverage as determine by the Board of Managers of the Association, naming the Living Unit Owners and the Living Unit Owners' Association as insureds. Cost of such insurance to be apportioned as described in the following paragraph.

Each such assessment, Annual or Special, shall be as established by the Board of Managers of the Living Unit Owners' Association for each Living Unit and the Board of Managers may, in the proper exercise of its power and authority, establish a differential in the amount of any assessment, Annual or Special, levied against the Living Units based on the square footage of any Parcel, the landscaping thereon and/or the type, style, or size of a Living Unit situated on any Parcel; or any plan or arrangement so long as it is equitable, provided, however, that if a Living Unit is conveyed by the Developer to the Living Unit Owner (hereinafter referred to as the "Initial Conveyance"), after the date on which an annual assessment is due and payable, the amount of such annual assessment to be paid by such Living Unit Owner shall be prorated by multiplying the total amount of such annual assessment by a fraction, the numerator of which is the number of months, inclusive of the month of the Initial Conveyance, remaining in the year of the Initial Conveyance and the denominator of which is twelve (12) unless said annual assessment is levied for a period of less than one (1) year, in which case the denominator shall be the number of calendar months, inclusive of any portion of any calendar month, in the period for which the assessment is levied. All such Annual and Special Assessments, together with interest thereon as hereinafter provided, shall be a charge upon any such Living Unit is not paid within sixty (60) days after the same have become due and payable, and at such time the Living Unit Owners' Association shall have a lien upon the Living Unit for which such assessment has not been paid and upon ownership interest of the Living Unit Owner of such Living Unit. All such Annual and Special assessments payable to the Meadowood Association, pursuant to those Covenants and Restrictions.

(d) Cost of any such insurance purchases by the Association as required under this Document for the benefit and protection of the Living Unit Owners and the Living Unit Owners' Association shall be included in the annual assessment as herein set forth. It shall be the obligation of the Board of Managers of the Living Unit Owners' Association to establish a fair and equitable method of apportioning the costs of insurance so acquired to each Living Unit Owner.

Section 2. Annual Assessments. When improvements to The Timbers Living Units and Cluster Properties have been substantially completed by the Developer, the Board of Managers of the Living Unit Owners' Association shall levy the annual assessment which may be made payable in equal monthly installments for the balance of that year and for the next succeeding year. Each year thereafter, the annual assessment for the following year shall be levied by the Board of Managers of the Living Unit Owners' Association prior to the date of the annual meeting of the Living Unit Members, in such amount as it deems in its discretion to be reasonably necessary to meet expenses anticipated during the ensuing year and to accumulate reasonable reserves for future operating and capital expenditures. Said annual assessment shall be payable pursuant to a schedule as established by the Board of Managers. At said annual meeting of the Living unit Members the amount of the annual assessment for the following year as levied by the Board of Managers of the Living Unit Owners' Association may be increased or decreased by the affirmative vote of the Living Unit

Members entitled to exercise a simple majority of the total voting power of the Living Unit Owners' Association; provided, however, that from and after January 1 of the year immediately following the conveyance of the first Living Unit to a Living Unit Owner by the Developer, if said annual assessment has not been increased more than 6% above the annual assessment for the pervious year, it may not be decreased by a vote of the membership of the Living Unit Owners' Association. In no event, however, shall the annual assessment for the years beginning prior to January 1, 1989, exceed Fifty Dollars (\$50.00) per Living Unit per month.

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

(a) Payments personally delivered or postmarked later than the tenth (10th) of the month in which any installment is due will be charged a late payment fee of five percent (5%) of the amount due and the late charge must be included with the installment made by the Living Unit Owner. If a check or draft received for payment is dishonored for any reason by the institution upon which is drawn, a late payment fee will be imposed as to that payment. Also, the Living Unit Owners; Association may, at its option, make a Fifteen Dollar (\$15.00) a service charge for this dishonored instrument.

Section 4. Due Dates of Assessments: Defaults. The annual assessment or, if appropriate, the first installment thereof, for the balance of the year in which said improvements to the Cluster Housing Properties is completed shall be due and payable the first day of the calendar month following the month in which the same is levied with respect to any Living Unit conveyed by the Developer on or prior to such due date. Each annual assessment for each year thereafter or, if appropriate, the first installment thereof, shall be due and payable on January 1 of the year for which it is levied. Said annual assessment shall be payable pursuant to a schedule as established by the Board of Managers. The due date of any special assessment or installment thereof shall be fixed in the Resolution of the Living Unit Owners' Association authorizing such assessment and written notice of such special assessment or installment thereof shall be given to each Living Unit Owner subject thereto thirty (30) days in advance of such due date.

(a) In the event the Initial Conveyance of a Living Unit takes place after any assessments in effect have become due and payable pursuant to the foregoing, the amount of any such assessment prorated in accordance herewith or, if appropriate, the first installment

thereof, shall be due and payable upon the conveyance of said Living Unit.

(b) When any of said annual assessments are to be paid in monthly installments, the installments to be paid after the first installment shall be successively due and payable on the first day of each of the calendar months following the month on which the first installment was paid.

(c) If an annual or special assessment or an installment thereof is not paid within sixty (60) days after the due date, it shall be deemed to be in default and such delinquent assessment or installment shall bear interest from the due date at the rate of Eight Percent (8%) per annum or at such other rate as may be set by the Board of Managers of the Living Unit Owners' Association after January 1, 1987. In the event of any such default in the payment of an installment of an annual or special assessment, said Board of Managers shall have the right, at its option, to declare the entire balance of such assessment which remains outstanding immediately due and payable and in default. The Living Unit Owners' Association may, after such sixty (60) days, file a notice of lien with respect to any such amounts in default in the office of the Recorder of Cuyahoga County, Ohio, stating the amount due, signed by the President and Secretary of the Living Unit Owners' Association, and duly acknowledge and witnessed. Such lien and right to foreclosure and sale shall be in addition to and not in substitution for or in limitation or any and all other rights, privileges or remedies which the Living Unit Owners' Association may hereunder have or otherwise.

(d) Payments personally delivered or postmarked later than the tenth (10TH) of the month in which any installment is due will be charged a late payment fee of five percent (5%) of the amount due and the late charge must be included with the installment made by the Living Unit Owner. If a check or draft received for payment is dishonored for any reason by the institution upon which it is drawn, a late payment fee will be imposed as to that payment. Also, the Living Unit Owners' Association may, at its option, make a Fifteen Dollar (\$15.00) service charge for this dishonored instrument.

(e) Such assessment, annual or special, interest, late charges, costs and reasonable attorney fees involved in the collection thereof, shall be the personal obligation of the person who was the owner of such Living Unit at the time they fell due.

(f) In any action at law to enforce collection of an annual or special assessment or for foreclosure, interest, costs and reasonable attorney's fees of such action shall be added to the amount of any such assessment, to the extent permitted by Ohio law. Any and all costs of enforcement proceedings as describe herein, including attorney's fees, shall constitute an assessment against the unit owned or occupied by the person or persons against whom such enforcement is sought.

Section 5. Statement of Unpaid Assessments. A statement in respect to existence

and amount of unpaid liens and assessments on any Living Unit shall be provided by the Living Unit Owners' Association to any prospective purchaser or mortgagee of said Living Unit upon request. If such request is made and the contemplated sale of said Living Unit consummated in reliance on such statement, such purchaser shall not be liable for, and said Living Unit or any interest therein of any such mortgage shall not be subject to lien for any unpaid assessments which are past due as of the date of such statement, and are not set forth thereon nor shall the easements of enjoyment appurtenant to said Living Unit as set forth in Article V of this document be suspended by reason of any such assessment.

Section 6. Exempt Property. The following property shall be exempt from the assessments and liens created in this Article VI.

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) The Cluster Dwelling Common Properties, streets, walks in the Cluster Housing Properties;

(c) All properties exempted from taxation by the law of the State of Ohio, upon the terms and to the extent of such legal exemption; and,

(d) Any vacant Parcel of Land still not titled in the name of the Developer upon which the Developer has not built a Living Unit shall be exempt. When the Living Unit is built, such Cluster Dwelling (Living Unit) shall lose its exempt classification, effective the date of Transfer of Title. In the event Bob Schmitt Homes, Inc. transfers legal title of a Vacant Parcel of Land to any other party for any reason, with or without consideration, the said Parcel shall lose its exempt classification effective the date of Transfer of Title.

No Living Unit devoted to dwelling use shall be exempt from said assessments or liens except as above stated.

ARTICLE VII

PROTECTIVE COVENANTS

(This section has been revised 11/07/2008 – See Revisions)

Section 1. Land Use. Each Parcel of land shall be used only for private, single-family residential purposes, and only one single-family residence, with garage attached, shall be constructed or erected on any Parcel. No "out building" or other structure shall be permitted or allowed on the Parcel.

Section 2. Architectural Control. No building, fence, domestic animal enclosure, or other structure shall be erected, constructed, reconstructed, placed, altered or suffered to remain

upon any Parcel in the Timbers except by the Developer, unless and until the plans and specifications showing the size, height, type, and materials of construction thereof, and the location of the same shall have been submitted to and approved in writing as to the harmony of the external design and the location in relationship to surrounding structures and topography by the Developer while the Developer is a Member and thereafter consent of the Living Unit Owners' Association and The Meadowood Association.

Section 3. Easements. The Developer has created and granted easements for installation and maintenance of electric, cable T.V. and communication facilities to the utility companies, and easements for sewer, drainage and swales to the City of Strongsville.

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

Section 4. Nuisance, Signs, Trade or Nuisance, Liquor, Pets. No nuisance, advertising sign, except one (1) if not more than five (5) square feet advertising the property for sale, or signs used by the Developer to advertise the property during the construction and sales period, billboard or other advertising device shall be built, placed, permitted, or suffered to remain upon any Living Unit or Parcel, nor shall any such Living Unit be used in whole or part for any trade or business or in any way or for any purpose which may endanger the health and unreasonably disturb the quiet of any holder of adjoining land. No spirituous, vinous or fermented liquors shall be manufactured or sold either at wholesale or retail upon any Living Unit. Domestic pets may be kept in any or the Living Units in such type as an ordinary family usually keeps for its private enjoyment in a residential community, but such pets shall not be permitted to become a nuisance.

Section 5. Exterior Maintenance. The Timbers Association shall provide reasonable exterior maintenance and repair upon each Parcel, Dwelling, the Cluster Dwelling Common Properties, and the Cluster Housing Properties such as, but not limited to: paint, repair, and care for roofs, gutters, downspouts, exterior building surfaces, fences, gates, decks, patio, trees, shrubs, grass, driveways, walks, and other exterior improvements, except as hereinbefore limited.

Section 6. Storage and Parking of Vehicles. (This section has been revised 12/18/1990 – See Revisions) No commercial vehicle, truck, trailer, mobile home, house recreational vehicle, camper, slide-in camper, pick-up bed cover or trailer, except a boat trailer, either with or without

wheels) shall be stored or kept within the Timber. Private automobiles shall be stored in the garage attached to the residence or parked on paved driveway. A boat on a trailer may be stored on any Living Unit in an attached garage only.

Visitors parking areas as provided on the Cluster Housing Properties shall be used exclusively for guests and invitees of the Living Unit Owner.

Section 7. Garbage and Refuse Disposal. No Living Unit or Parcel shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other discarded waste material. Garbage and waste material may not be kept outside any structure on any Living Unit except in a sanitary, clean, and covered container.

Section 8. Laundry. No clothesline or clothespole or other device or mechanism for the hanging of clothes shall be maintained on any Living Unit unless the same is screened from street view and from view of persons of neighboring Living Units.

Section 9. Mowing. The Timbers Association shall mow or caused to be mowed all grass and maintain all other vegetation, all decorative landscaping, ground cover and garden plants on the Living Units, around the Living Units and on the Cluster Dwelling Common Properties, except as hereinbefore limited. Replacement or additional landscaping shall be done at the direction and expense of the Living Unit Owners' Association.

Section 10. Signs, Antennas, Etc. No Living Unit Owner shall cause or permit anything to be hung or displayed on the outside or inside windows or on balconies or placed on the outside walls of any building structure or other improvements on the Living Unit, except the flag of the United States, and no sign, awning, canopy, shutter, radio, television, satellite dish, or C.B. antenna shall be affixed to or placed upon the exterior walls, roof or chimney or any Living Unit or on the Parcel of Land without the prior written consent of the Developer, for so long as the Developer is a Living Unit Member and thereafter consent of the Living Unit Owners' Association and The Meadowood Association.

Section 11. Living Unit Owner's Duty to Provide Insurance. *(Parts of this section have been revised 12/18.1990 – See Revisions)* Commencing on the Contract Delivery Date, Occupancy Date, or Title Transfer Date, (all as defined in the Purchase Agreement) whichever occurs first in time, each Living Unit Owner shall have the exclusive right and duty to acquire and maintain in continuous effect, at Unit Owner's expense, a Homeowners 3 (or superior form) insurance policy on the Unit. In interest of continuity of coverage and ease of claims settlement, each Living Unit Owner shall be required to purchase the insurance from one common insurance carrier and one insurance agent as designated by the Board of Managers. Said policy shall be written to provide full replacement cost of the Living Unit in the event of damage or destruction from a covered peril. Each policy so written shall also provide third party liability coverage and protection for each Living Unit Owner. The Living

Owner must, by way of an endorsement to the above-noted insurance policy, have The Timbers Association names as an "Additional Insured - - as their interests may appear".

It is expressly understood that the terms, amounts of insurance and coverages, except as specifically required herein, shall be a the sole discretion of each Living Unit Owner and that notwithstanding the Association's obligation to repair and/or replace as contained in Article VI, Section 1, subparagraph (a) of the Declarations, the Association shall have no duty to perform such repairs and/or replacements in the event of : (1) failure of the Owner to acquire insurance or a lapse of coverage or cancellation of the Living Unit Owner's Insurance policy, for any reason whatsoever; (2) Damages or destruction of the Unit by a peril not covered not covered in the Living Unit Owner's insurance policy; (3) A deficiency in the dollar amount of the limits of liability of the Living Unit Owner's insurance policy relative to the actual damage and/or destruction of the Unit; (co-insurance penalty) or, (4) For any cause or reason that a majority of the Board of Trustees (Board of Managers) shall determine at a Regular or Special Meeting that the Association has no obligation or duty to repair and/or replace a Living Unit pursuant to the power vested in the Board by Article II, Section 14, of the By-Laws of the Timbers Association.

Any deductible amount contained in a Living Unit Owner's insurance policy shall be paid by the affected Living Unit Owner and the Association shall have no requirement of reimbursement for such amounts.

Section 12. Variances. The Developer for so long as it is a Living Unit Member and thereafter, The Timbers Association and The Meadowood Association in accordance with the Covenants and Restrictions applicable to the Meadowood Subdivision, their Articles of Incorporation and/or Codes of Regulations may allow reasonable variances and adjustment of the Covenants and Restrictions set forth in this document in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof, and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to the other Living Units in the Properties.

ARTICLE VIII

ENFORCEMENT, DURATION AND AMENDMENT

Section 1. Enforcement. Each provision of the Covenants and Restrictions set forth in this document shall be a separate covenant and the holding of any covenant invalid for any cause shall not affect the validity of any other. Each provision shall be enforceable at the suit of the Developer, The Living Unit Owners' Association or upon the failure of the Living unit Owners' Association to take such action within a reasonable time, The Meadowood Association or their respective successors and assigns or any other Owner or lawful occupant of any Living Unit subject to this document or of any other person holding a property interest in the Cluster Housing Properties, or any part thereof, who

is damaged or prejudiced by breach of such provision including, without limitation, the City of Strongsville with respect to the obligation of the Living Unit Owners' Association to administer and maintain the Cluster Housing Properties. Failure to enforce any provision shall not constitute a waiver of or any acquiescence or consent to any concurrent or subsequent violation of any such provisions.

Section 2. Duration. *(This section has been revised/extended 06/08/2007 – See Revisions)* Said provisions shall remain in force until January 1, 2008, unless within the year immediately preceding such date they are extended as written or changed by consent thereto in writing, signed, witnessed and acknowledged as then required by the laws of Ohio for the conveyance of real estate by the owners of sixty percent (60%) of all the Living Unit Owners, legal or equitable, subject to such provisions, excluding all mortgagees and lien-holders.

Section 3. Developer's Right to Amend. The Developer hereby reserves the exclusive right at any time and from time to time until January 1, 1992, to modify, change, alter, add to or rescind any provision of the Covenants and Restrictions, but not the Easements set forth in this Declaration by executing a written instrument which set forth any such modification, change, alteration, addition or rescission or any combination of such actions, and filing of record said instrument in the Cuyahoga County Records; any such action shall be taken only if, in the judgement of the Developer, the purposes of the general development of the Cluster Housing Properties will be better served by such action.

Section 4. Living Unit Owners' Association Right to Amend. The Living Unit Owners' Association shall have the right to modify, change, alter, add to or rescind any provision of these Covenants and Restrictions, but not the Easements, as set forth in this Declaration by the affirmative vote of no less than sixty percent (60%) of the Living Unit Members in good standing either by proxy or by so casting a vote at a special meeting of the Living Unit Members held for such purpose. However, the right granted in this section shall accrue and may be exercised only after the Developer ceases to be a Living Unit Member as defined under Article II, Section 2 (g) of this Declaration or on January 1, 1992, whichever occurs last in time.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Notices: Any notice required to be sent to any Owner under the provisions of these covenants and Restrictions shall be deemed to have been properly sent when mailed post paid by regular mail to the last known address of said Living Unit Owner as such appears on the records of the Living Unit Owners' Association.

Section 2. Conflicts. In the event any provisions, term, condition or language contained in this Declaration of Covenants, Restrictions and Easements or as amended by the Developer or Living Unit Owners' Association should be in conflict with the Covenants and Restrictions imposed on the Meadowood Subdivision, that which is more restrictive shall prevail and govern.

ARTICLE X

CLUSTER DWELLING COMMON PROPERTIES AND FACILITIES MAINTENANCE

Section 1. Developer's Duty to Maintain. The Developer shall have the duty to maintain all Cluster Dwelling Common Properties and Facilities until such time as all improvements are completely installed, paid for in full and title to same transferred to the Association.

Maintenance shall include but not be limited to painting, repairing or the exterior and interior building surfaces, trees, shrubs, grass, driveways, retaining walls, walks and all other improvements in and/or on Cluster Dwelling Common Properties.

Section 2. Association's Duty to Maintain. The Association shall have the same duties and obligations to maintain all Cluster Dwelling Common Properties and Facilities as does the Developer as set out in Section 1 of this Article after title has been conveyed to the Association.

Section 3. City's Right and Authority to Compel Maintenance. The City as a third-party beneficiary may, although it is under no obligation or duty to do so, compel compliance with Sections 1 or 2 of this Article X as the City deems necessary by court action or any other appropriate means.

Section 4. Enforcement. Notwithstanding anything in these Covenants and Restrictions to the contrary, the duties and obligations of either the Developer or Association, as they relate to the Cluster Dwelling Common Property and the authority to enforce these duties and obligations shall be of unlimited duration, shall be non-modifiable and shall be non-waiverable without the prior or written consent of the City.

Section 5. The City. The City, as a third-party beneficiary to these Covenants and Restrictions and by giving it approval to these documents, shall in no way be deemed to have waived any of its zoning, building or other requirements of ordinances or general law which requirements shall still be binding upon the Subdivision if they are more restrictive than the requirements set out within these Covenants and Restrictions.

Section 6. Association. After the transfer of title of the Cluster Dwelling Common Property to the Association, 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

recreation and open area, on the Lots or Parcels within the Meadowood Subdivision development area, on the Lots or Parcels within the Meadowood Subdivisions development area or the real property on which said Parcels and Sublots are located, on an equitable basis to be determined by the City.

ARTICLE XI

LIVING UNIT OWNERS' ASSOCIATION

Section 1. Association. The Living Unit Owners' Association for the administration and maintenance of the Cluster Housing Properties and Living Units shall be deemed to exist immediately upon the filing of these Covenants, Restrictions and Easements of record. This Association shall be called "The Timbers Living Unit Owners' Association" or a name similar thereto, and may be an unincorporated association or may be or become an Ohio corporation, not for profit. Each Living Unit Owner shall be a member of this Living Unit Owners' Association, which membership shall terminate on the sale or other disposition by such member of his Living Unit, at which time the successor Living Unit Owner shall become a member of the Living Unit Owners' Association. The Living Unit Owners' Association shall be governed by the By-Laws, which By-Laws may contain any further provisions deemed by this Living Unit Owners' Association to be desirable and not inconsistent with this Document, the Covenants and Restrictions of Meadowood Subdivisions or the laws of the State of Ohio.

Section 2. Initial Board of Managers. Upon the filing of this Document for record, the Corporation shall appoint the initial Members of the Board (who may or may not be Unit Owners), who shall serve in such capacity until such time as their successors are elected and qualified in accordance with the By-Laws; provided, however, that any vacancy which might arise for any reason whatsoever in the initial Board of Managers shall be filled by the Corporation until such successors are elected and qualified.

ARTICLE XII

AGENT FOR SERVICE OF PROCESS

Section 1. Agent. William F. Mahoney, a natural person whose business address is 10766 Gate Post Road, Strongsville, Ohio 44136, Cuyahoga County, is hereby appointed as the Statuary Agent to receive service of process for the Association. The Agent may at any time hereafter resign its position by delivering to the Association, the Secretary of State, and filing for record in the Miscellaneous File of the Cuyahoga County Recorder's Office notice of such resignation. The Association shall thereupon promptly select a successor Agent and file for record an Amendment to this Declaration naming said successor Agent.

**MODIFICATION
TO THE
DECLARATION of COVENANTS, RESTRICTIONS and EASEMENTS
OF
THE TIMBERS**

This Modification to the Declaration of Covenants, Restrictions and Easements for the Timbers, hereinafter called Declaration, is made and executed on this the 18th day of December 1990 pursuant to the provisions of Article VIII, Section 3 of the Declaration by Bob Schmitt Homes, Inc., hereinafter called Developer.

WHEREAS, the Developer, an Ohio Corporation, as the original fee owner, developer and building of The Timbers in the Coty of Strongsville, County of Cuyahoga, did on the 14th day of November, 1988, execute and place on file with the Cuyahoga County Recorder at Volume 88-5933, Page 38 et seq. of the Recorder's records the Declaration; and,

WHEREAS, the Developer in its judgement has determined that the purpose of the general plan of the development of the Timbers will be better served by modifying the terms and conditions of Article VIII, Section 11 of the Declaration.

NOW, THEREFORE, all of Section 11 of said Article VII shall be modified to read as follows:

Section II. Living Unit Owner's Duty to Provide Insurance. Commencing on the Contract Delivery Date, Occupancy Date, or Title Transfer Date) all as defined in the Purchase Agreement) , whichever occurs first in time, each Living Unit Owner shall have the exclusive right and duty to acquire and maintain in continuous effect, at Unit Owner's expense, a Homeowners 3 (or superior form) insurance policy on the Living Unit. Said policy shall be written to provide full replacement cost of the Living Unit in the event of damage or destruction from a covered peril. Each policy so written shall also provide third party liability coverage and protection for each Living Unit Owner. The Living Unit Owner must, by way of an endorsement to the above noted insurance policy, have The Timbers Association named as an "Additional Insured – As Their Interest May Appear".

It is expressly understood that the terms, amounts of insurance and coverages, except as specifically required herein, shall be at the sole discretion of each Living Unit Owner and that notwithstanding the Association's obligation to repair and/or replace as contained in Article VI, Section 1, subparagraph (a) of the Declaration, the Association shall have no duty to perform such repairs and/or replacement in the event of: 1) failure of the Owner to acquire insurance or a lapse of coverage or cancellation of the Living Unit Owner's insurance policy, for any reason whatsoever;

2) damage or destruction of the unit by a peril not covered in the Living Unit Owner’s insurance policy; 3) a deficiency in the dollar amount of the limits of liability of the Living Unit Owner’s insurance policy relative to the actual damage and/or destruction of the Unit (co-insurance penalty); of, 4) for any cause or reason that a majority of the Board of Trustees (Board of Managers) shall determine at a Regular or Special Meeting of the Trustees that the Association has no obligation or duty to repair and/or replace a Living Unit pursuant to the power vested on the Board by Article II, Section 14, of the By-Laws of the Timbers Association.

Any deductible amount contained in a Living Unit Owner’s insurance policy shall be paid by the affected Living Unit Owner and the Association shall have no requirements of reimbursement for such amounts.

IN WITNESS WHEREOF, Declarant hereunto sets its hand by Edward A, Schmitt, this 18th day of December, 1990.

**SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF;**

BOB SCHMITT HOMES, INC.

By: _____
Edward A. Schmitt
Title: **President**

STATE OF OHIO)

County of Cuyahoga) **ss.**

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named Bob Schmitt Homes, Inc., an Ohio Corporation, by Edward A. Schmitt, President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of him, personally and as such officer, and the free at and deed of said corporation.

IN TESTIMONY THEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 18th day of December, 1990.

Notary Public
William F. Mahoney, Attorney
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

This instrument prepared by:
William F. Mahoney, Attorney
P.O. Box 8916, Strongsville
Ohio 44136 (216) 238-6915

Please Note: Signatures are located on original document.