

**AMENDED AND RESTATED
DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS OF
THE TIMBERS, aka THE TIMBERS ASSOCIATION, aka
THE TIMBER OAK HOMEOWNERS ASSOCIATION**

This Amended and Restated Declaration of Covenants, Restrictions and Easements is made and entered into on the 15th day of August, 2023.

WHEREAS, the Timber Oak Homeowners Association Housing Property is 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 first Declaration of Covenants, Restrictions and Easements of The Timbers, aka The Timbers Association, aka the Timber Oak Homeowners Association, was recorded at Volume 88-5933, Page 38, et seq. of the Cuyahoga County Recorder's Office on November 14, 1988; and

WHEREAS, the Timber Oak Homeowners Association desires that this Declaration shall will govern 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 Timber Oak Homeowners 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;

NOW, THEREFORE, the Timber Oak Homeowners Association 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 known 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. The Timber Oak Homeowners Association Board of Trustees or their designee shall have the exclusive right from time to time, and at any time, to add additional real property to the Timber Oak Homeowners 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 Timber Oak Homeowners Association Board of Trustees 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 TIMBER OAK HOMEOWNERS ASSOCIATION

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 Timber Oak Homeowners 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 Timber Oak Homeowners Association, 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 Timber Oak Homeowners Association, 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.

(b) **"Cluster Housing Properties"** shall mean and refer to those areas of land which are designated 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. 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 Timber Oak Homeowners Association Housing Property, or a Parcel of Land located within the Timber Oak Homeowners Association Housing Property 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 Timber Oak Homeowners at any time during the term of these Covenants and Restrictions but shall not mean or refer to 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 Timber Oak Homeowners Association, (a neighborhood association), an Ohio non-profit corporation formed for the purpose of regulating and maintaining the Timber Oak Homeowners Association Housing Property, 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 all those Living Unit Owners, legal and equitable, who are Members of the Timber Oak Homeowners Association as provided in Article IV, Section 1 of this document.

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 Timber Oak Homeowners 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 dominant estate and the Timber Oak Homeowners 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. 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 Owner thereof. By virtue of these easements, any such Owner, 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, 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 and until approved by the Timber Oak Homeowners 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 TIMBER OAK HOMEOWNERS ASSOCIATION

Section 1. Members. Every Living Unit Owner, legal or equitable, shall be a member of the Living Unit Owners' Association in the Timber Oak Homeowners 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.

Section 2. 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 CLUSTER HOUSING PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 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 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. 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 3. Extent of Members' Easements. The rights and easements of enjoyment created by this Article V shall be subject to the following:

(a) The right of the Timber Oak Homeowners 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 Timber Oak Homeowners Association to take such steps as are reasonably necessary to protect the Cluster Housing Properties against foreclosure; and,

(b) The right of the Timber Oak Homeowners 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 Timber Oak Homeowners 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 Timber Oak Homeowners Association.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

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

(a) The annual assessment levied for the following purpose for which the Timber Oak Homeowners Association shall be responsible is to maintain, repair and replace the Common Areas to include: mailbox pads, guest parking pads, street sidewalk and landscaped areas; to provide reasonable services in the sole discretion of the Board as to quality, extent, desirability, or necessity to the Living Unit Owners to include, but not limited to repair of front yard privacy fences and gates; snow removal; to maintain or repair the exterior surfaces of the Living Units; repair to leaking or loose gutters and downspouts of each Living Unit; leveling sidewalks; trimming shrubbery; mowing, fertilizing and applying insect control to the lawns; application of mulch to the Common Areas and front beds of each Living Unit; repair of loose shingles; the Paint Fund; administering the affairs of the Timber Oak Homeowners Association.

(b) The Board of Trustees has the responsibility to determine the timing, practicality and method of maintenance and repair to the Common Areas and other duties outlined in the aforesaid paragraph or as requested by the Living Unit Owners. Repair requests made by individual Living Unit Owners must be presented to the Board of Trustees prior to the start of any work, if such Living Unit Owners desire to pay for the costs involved. In no event shall the Timber Oak Homeowners Association be responsible for any costs unless prior written approval is solicited and obtained. The Association shall not be responsible for the repair or maintenance of the Living Unit Owners' courtyards. Living Unit Owners are required to respect their neighbors' homes, particularly as it relates to courtyards, by keeping all shrubbery trimmed at least one foot (1') from the siding surface, and by keeping mulch and dirt at least two inches (2") below and away from the bottom of the siding. Any repair cost for damage caused by the Living Unit Owner's failure to comply with these requirements will be the responsibility of the offending Living Unit Owners involved.

(c) Each Living Unit Owner shall be responsible for the payment of the replacement of all structures and improvements of each Living Unit to include but not limited to the wood or vinyl siding, trim, fascia, chimneys, downspouts, gutters, underground drainage systems, roofs, garage doors, windows, doors, skylights, foundations, decks, patios, trellis, sidewalks (front door to drive), driveways, water and sewer lines, sunken lawn areas, lighting fixtures and heat pumps, dead and overgrown shrubbery, dead lawns provide periodic touch up to the Living Unit before it is needed to be completely painted under (e) below.

(d) All replacements or changes to the Living Units as required hereunder shall be made by owners in the same color and style of the item replaced. Any deviations from the color, scheme, style, or exterior appearance requires approval by the Board of Trustees prior to the start of any replacement work. All landscaping replacements shall be of a variety and style similar to the original plantings. Particularly as it relates to courtyards, by keeping all shrubbery trimmed at least one foot (1') from the siding surface, and by keeping mulch and dirt at least two inches (2") below and away from the bottom of the siding. Any repair cost for damage caused by the Living Unit Owner's failure to comply with these requirements will be the responsibility of the offending Living Unit Owners involved.

(e) It is the responsibility of each homeowner to maintain the exterior of their home, including the driveway, sidewalks, and any storm sewer that may be located on their property. In addition, repainting of their homes is required every 7 to 12 years. The Timber Oak Home Owners Association Paint Committee is responsible for the oversight and coordination of each painting interval. The painting committee shall consist of four elected/appointed association members and the current president of the Timber Oak Homeowners Association who will make the fifth member of the committee. Members terms will continue until replacement committee members are voted/elected whenever necessary.

All homes must be painted every 7 to 12 years as determined by the paint committee currently in place. The committee will conduct an inspection of our homes and make a determination as to when repainting of our homes is required within this 7-year to 12-year interval. Please note, our homes for clarification of painting maintenance, include the wood siding, doors and window frames, wood overhangs, wood fencing, wood installations for propane tanks or other mechanical units, garage doors, entrance doors, sheds and other attached structures, wood pergolas and other wood shade structures. The paint committee, at the time of each determined painting interval, will interview and examine a minimum of four painting contractors and make a recommendation of one to the Timber Oak Homeowners Association members. This is strictly a recommendation and members are not required to use the recommended contractor. If a homeowner chooses to have their own paint contractor there are a number of requirements that must be adhered to. Their contractor must be registered with the City of Strongsville and proof of such registration provided to the paint committee. The painting of their home must be completed by August 1st of the painting interval year. The outside contractor and/or homeowner will be required to 1) use the same brand/manufacturer of paint, 2) use the same grade of paint, 3) use the same color/formula of paint as that used by the Timber Oak Homeowners Association contractor. All areas/items

that were listed on the association-provided estimate must be accomplished including any repairs and/or replacement of defective areas included in the estimate. If a homeowner wishes to repaint prior to the established painting interval, approval must be given by the paint committee after the homeowner furnishes the paint committee with the specific details concerning their planned work.

Instead of painting, homeowners may choose to have vinyl siding installed on their home at their expense. The siding must meet The Timber Oak Homeowners Association's specifications, including matching the paint color used throughout the Timber Oak Homeowners Association. The wood trim, wood fences, garage and entrance doors must be painted at the time of the painting interval. Any homeowner planning to have vinyl siding installed must receive Timber Oak Homeowners Association approval prior to beginning the installation. Homeowners may request an exemption from painting certain components of their homes at the time of the painting interval. Exemptions must be presented, in writing, to the paint committee prior to May 1st of each painting interval. The paint committee must respond, in writing, to the homeowner's exemption request within 10 days of receipt of such request. Entrance/service doors may be painted any color that is currently present on any of the entrance/service doors in the Timber Oak Homeowners Association.

The Timber Oak Homeowners Association shall establish and maintain a paint fund for all homes. The purpose of the fund is to partially defray the cost of painting by attempting to accumulate approximately 70% or greater of the estimated painting cost for each home. Homeowner contributions to the fund shall be determined by the Board of Trustees based on their prior painting history plus an inflation factor. On an annual basis, the Board of Trustees, as part of its budgetary review, shall determine whether the fund is achieving its stated objective. Based on this review, adjustments to the homeowner's monthly maintenance fees may be required. The homeowners paint fund reserve will be paid directly to the painting contractor, upon completion and verification of completion, by the homeowner. If the homeowners paint fund reserve does not cover the cost of their homes painting, they will be responsible for reimbursing their painting contractor any remaining balance due. If there are additional funds remain in the homeowner's paint reserve fund after payment to the contractor, a refund of the remaining balance will be refunded to the homeowner. The money in this fund shall be used for no other purpose than painting, except that should the individual homeowner become delinquent in the payment of their regular maintenance fees, the Board of Trustees may, at its discretion, assess those delinquent fees from the homeowner's painting fund to pay for the shortfall. The homeowner then shall be assessed the shortages which have been incurred by removing money from their painting fund to replenish the fund to the appropriate value. In the event of a sale of a homeowner's living unit, the paint fund associated with their unit will transfer, in whole, to the new owner of that living unit.

If paint maintenance is required before the scheduled full-house painting, such maintenance shall be the responsibility of the Living Unit Owner. Owners may select their own contractor to perform this paint maintenance subject to the Board of Trustees written

approval. The paint used must be of a brand, quality, and color approved by the Board of Trustees. If, in the opinion of the Board of Trustees, individual homeowners neglect the responsibility to undertake the needed paint maintenance, the Timber Oak Homeowners Association reserves the right but not the obligation to contract for said paint maintenance and assess the Living Unit Owner for such costs involved. Living Unit Owner will be given a thirty (30) day notice by the Timber Oak Homeowners Association of the intent to perform said paint maintenance in order to allow them to make their own arrangements if they so desire.

(f) The violation of any restrictions, conditions, regulations or rules adopted by the Board of Trustees of the Timber Oak Homeowners Association or the breach of any Covenant or Provision contained in this Declaration or the Bylaws of the Association shall give the Board of Trustees the right to enter upon the land or family Living Unit or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Living Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, the Bylaws and the rules of the Timber Oak Homeowners Association and the Board of Trustees or its agents, shall not be deemed guilty in any manner of trespass. Before entering upon the land or the Living Unit, the Board of Trustees shall give the Unit Owner thirty (30) days' notice of its intent to perform said function. The expenses generated through this Provision shall be a lien pursuant to Article VI of the Declaration. In addition, the Board of Trustees may enjoin, abate or remedy by appropriate legal proceedings either at law or in equity the continuance of any breach or a violation as hereinbefore referred. All costs in enforcing the Declaration, Bylaws and rules shall allow the Association to charge and collect from said Living Unit Owner, including reasonable attorneys' fees, legal assistants' fees, etc. Of the enforcement proceedings. Such amounts shall be determined a personal obligation and a special assessment against the Living Unit owned or occupied by the person or persons from whom enforcement is sought and shall be due and payable when the payment of the charge next following notification of such charge becomes due and payable, and the Timber Oak Homeowners Association may obtain a lien for said amount in the same manner and to the same extent as a lien for assessments pursuant to Article VI of the Declaration.

(g) Special assessments levied in accordance herewith for improvements or other capital 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. Special assessments shall also refer to those costs and expenses occasioned by the Association in the enforcement of the Declarations, Bylaws or rules.

(h) Timber Oak Homeowners Association shall obtain a Liability Insurance Policy in such amount and coverage as determine by the Board of Trustees of the Timber Oak Homeowners Association, naming the Living Unit Owners and the Timber Oak Homeowners 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 Trustees of the Timber Oak Homeowners Association for each Living Unit and the Board of Trustees 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 Board of Trustees to the Living Unit Owner 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 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 Timber Oak Homeowners 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.

(i) Cost of any such insurance purchases by the Timber Oak Homeowners Association as required under this Document for the benefit and protection of the Living Unit Owners and the Timber Oak Homeowners Association shall be included in the annual assessment as herein set forth. It shall be the obligation of the Board of Trustees of the Timber Oak Homeowners 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. The Board of Trustees of the Timber Oak Homeowners 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 Trustees of the Timber Oak Homeowners 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 Trustees. 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 Trustees of the Timber Oak Homeowners Association may be increased or decreased by the affirmative vote of the Living Unit Owners.

Section 3. Special Assessments. The Timber Oak Homeowners 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 by 51% of the total voting power of the Timber Oak Homeowners Association. Living

Unit Members shall be given written notice thirty (30) days in advance of 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 Trustees.

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 Timber Oak Homeowners Association may, at its option, make a Fifteen Dollar (\$15.00) service charge for this dishonored instrument.

Section 4. Due Dates of Assessments: Defaults. Each annual assessment for each year 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 Trustees. The due date of any special assessment or installment thereof shall be fixed in the Resolution of the Timber Oak Homeowners 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) 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.

(b) 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 Trustees of the Timber Oak Homeowners Association. In the event of any such default in the payment of an installment of an annual or special assessment, said Board of Trustees 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 Timber Oak Homeowners 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 Timber Oak Homeowners Association, and duly acknowledged and witnessed. Such lien and right to foreclosure and sale shall be in addition to and not in substitution for or in limitation of any and all other rights, privileges or remedies which the Timber Oak Homeowners Association may hereunder have or otherwise.

(c) 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 Timber Oak Homeowners Association may, at its option, make a Fifteen Dollar (\$15.00) service charge for this dishonored instrument.

(d) 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.

(e) 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 described 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 Timber Oak Homeowners 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 and 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) No Living Unit devoted to dwelling use shall be exempt from said assessments or liens.

ARTICLE VII

PROTECTIVE COVENANTS

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 Timber Oak Homeowners Association, 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 consent of the Timber Oak Homeowners 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 Timber Oak Homeowners 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 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 or illegal drugs or drug products shall be manufactured or sold either at wholesale or retail upon any Living Unit. Domestic pets may be kept in any of 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 Timber Oak Homeowners Association shall provide reasonable exterior maintenance and repair as provided in Article VI, Section 1 hereinbefore.

Section 6. Storage and Parking of Vehicles. 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 Oak Homeowners Association. 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.

Visitor 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 Timber Oak Homeowners 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 Timber Oak Homeowners 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, or C.B. antenna shall be affixed to or placed upon the exterior walls, roof or chimney of any Living Unit or on the Parcel of Land without the prior written consent of the Timber Oak Homeowners Association.

Section 11. 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 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 Owner must, by way of an endorsement to the above-noted insurance policy, have the Timber Oak Homeowners Association named 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 at the sole discretion of each Living Unit Owner and that notwithstanding the Timber Oak Homeowners Association's obligation to repair and/or replace as contained in Article VI, Section 1, subparagraph (a) of the Declaration, the Timber Oak Homeowners 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 shall determine at a Regular or Special Meeting that the Timber Oak Homeowners Association has no obligation or duty to repair and/or replace a Living Unit pursuant to the power vested in the Board of Trustees by Article II, Section 14, of the By-Laws of the Timber Oak Homeowners Association.

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

Section 12. Variances. The Timber Oak Homeowners 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.

Section 13. Rental of Living Units. For the purpose of insuring that the Timber Oak Homeowners Association shall be homeowner occupied, no Living Unit shall be leased and/or rented by a Living Unit Owner to any other person(s) or entity for any purpose, including, without limitation, for home use, business, speculative, investment or other similar purpose for any time period.

Section 14. Restrictions on Sex Offenders and Child-Victim Offenders. No person who is a "Tier III sex offender/child-victim offender" or a "Tier II sex offender/child-victim offender," as defined by Section 2950.01 of the Ohio Revised Code and as those statutory definitions may from time to time be amended, or who was classified as a "sexual predator" or "habitual sex offender", as defined by the Versions of Section 2950.01 of the Ohio Revised Code

in effect prior to January 1, 2008, and who is required to register with any sheriff or sheriff's designee in this State pursuant to Chapter 2950 of the Ohio Revised Code may reside in or occupy a Living Unit for any length of time, nor enter upon the Timber Oak Homeowners Association Property as a guest, visitor, employee or contractor of a Living Unit Owner of any Living Unit or occupant of any Living Unit.

The Timber Oak Homeowners Association may enforce the provisions of this section by commencing an action to enjoin such person from occupying a Living Unit and/or from coming on the Timber Oak Homeowners Association Property; or to evict such person; or to levy enforcement charges for the violation of this section; or any combination of the foregoing; and all costs in connection therewith, including attorneys' fees and paralegals' fees, shall be charged to the Living Unit, and the Owner of the Living Unit in which such person resides or of which such person is a guest, visitor, employee or contractor, as an assessment, enforceable in accordance with the provisions of these Declarations and By-Laws.

This provision may be amended by the Board of Trustees at any time and from time to time for the purpose of bringing it into compliance or conformity with the provisions of any applicable government statute, ordinance, resolution, rule or regulation of any judicial determination, or correcting clerical or typographical or obvious factual errors in this provision or any supplement or amendment hereto.

Any conflict between the above provisions and any other provisions of the Covenants and Restrictions shall be interpreted in favor of the above amendments. Upon the recording of these Amendments, only Owners of record at the time of such filing shall have standing to contest the validity of the amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in a court of common pleas within one (1) year of the recording of these amendments.

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. The Timber Oak Homeowners Association or upon the failure of the Timber Oak Homeowners 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 Timber Oak Homeowners 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.

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 emailed or mailed post paid by regular mail to the last known address of said Living Unit Owner as such appears on the records of the Timber Oak Homeowners 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 Timber Oak Homeowners 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. Association's Duty to Maintain. The Timber Oak Homeowners Association shall have the following duties and obligations to maintain all Cluster Dwelling Common Properties and Facilities including, but not be limited to painting, repairing of 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 as set out here.

Section 2. 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 3. Enforcement. Notwithstanding anything in these Covenants and Restrictions to the contrary, the duties and obligations of the Timber Oak Homeowners 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 4. The City. The City, as a third-party beneficiary to these Covenants and Restrictions and by giving its approval to these documents, shall in no way be deemed to have waived any of its zoning, building or other requirements of ordinances or general law, which requirements shall still be binding upon the Subdivision if they are more restrictive than the requirements set out within these Covenants and Restrictions.

Section 5. 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 Subdivision's 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

TIMBER OAK HOMEOWNERS ASSOCIATION

Section 1. Association. The Timber Oak Homeowners Association, for the administration and maintenance of the Cluster Housing Properties and Living Units, shall be deemed to exist based upon these Covenants, Restrictions and Easements of record. The Timber Oak Homeowners Association shall be called "The Timber Oak Homeowners 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 the Timber Oak Homeowners 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 Timber Oak Homeowners Association. The Timber Oak Homeowners Association shall be governed by the By-Laws, which By-Laws may contain any further provisions deemed by the Timber Oak Homeowners Association to be desirable and not inconsistent with this Document, the Covenants and Restrictions of the Meadowood Subdivision or the laws of the State of Ohio.

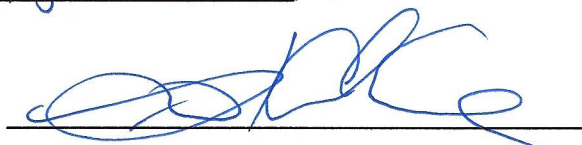
**THE TIMBERS, aka
THE TIMBERS ASSOCIATION, aka
THE TIMBER OAK HOMEOWNERS ASSOCIATION**

By 
Stephen Atkins, 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 Stephen Atkins, who acknowledged he is the President of The Timbers, aka The Timbers Association, aka the Timber Oak Homeowners Association, and that he did sign the forgoing instrument and that the same is his/her free act and deed, personally and as such officer, and the free act and deed of said Association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 15th day of August, 2023.



Notary Public



Stephanie Hand-Cannane, Attorney at Law
Resident Stark County
Notary Public, State of Ohio
My Commission Has No Expiration Date
Sec 147.03 RC

This instrument prepared by:

Dana A. Rose
Weston Hurd LLP
1300 East 9th Street
Suite 1400
Cleveland, OH 44114
*216) 241-6602

HISTORY

Written December 1987
Amended December 18, 1990
Amended November 7, 2008
Re-Written March 2023