HAMPTON PLACE
HOMEOWNERS ASSOCIATION

Title:	**Hampton Place Governing Documents Resident Approved Amendments**	**Effective:**	10/25/16
Version:	1.0	**Classification:**	Required

1. Overview

In accordance with the Hampton Place Homeowners Association Declaration of Covenants, Article XIV | Section 14.2.1, "*any provision of [the] Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least seventy-five (75%) percent of all Lots.*"

The amendments below have been approved by at least (75%) percent of all Lots and considered ratified. The Board of Directors keeps resident votes as official records of the Hampton Place Homeowners Association. These amendments supersede any prior versions of rules or restrictions outlined below.

Changes will be highlighted in yellow.

2. Amendments

2.1. Fences

Document: Supplemental Declaration of Covenants | Section: VII, D. Fences	
Approved Amendment	No fence of any sort may be erected unless and until prior approval in accordance with Section 9.2.1 has been obtained. The Declarant reserves the right to prohibit fences on certain Lots. Chain link fences are prohibited. Metal fences are permitted as long as they meet the minimum requirements set forth in the Design Guidelines. No fence shall be erected in the front yard. For purposes of this section, the front yard shall run from the street right of way to the rear line of the Dwelling Unit. Privacy fences shall be permitted only adjacent to a patio, deck or pool. Wire fencing material may be attached to the split rail fences to provide for additional enclosure. Invisible pet fences within Lots are permitted without prior approval.
Original Restriction	*No fence of any sort may be erected unless and until prior approval in accordance with Section 9.2.1 has been obtained. The Declarant reserves the right to prohibit fences on certain Lots. No chain link or other metal fences shall be permitted. No fence shall be erected in the front yard. For purposes of this section, the front yard shall run from the street right of way to the rear line of the Dwelling Unit. Privacy fences shall be permitted only adjacent to a patio, deck or pool. Wire fencing material may be attached to the split rail fences to provide for additional enclosure. Invisible pet fences within Lots are permitted without prior approval.*

2.2. Declarant Architectural Privileges - Extension

Document: Declaration of Covenants | Section: 9.2 Architectural Restrictions	
Approved Amendment	The developer (Declarant) retains full control of any issues that involve new construction, including design guidelines and architectural restrictions through 2028 (10 year extension).
Original Timeline	The developer (Declarant) retains full control of any issues that involve new construction, including design guidelines and architectural restrictions through 2018.

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Date	Version	Description of Change
10/25/16	1.0	Amendments Documentation Ratified.

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Recorded: 05/06/2008 at 01:04:12 PM
Fee Amt: $384.00 Page 1 of 46
Lorain County, Ohio
Judith M Nedwick County Recorder
File 2008-0252058

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS AND EASEMENTS FOR HAMPTON PLACE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

Declarant, **Valore Properties, Inc.**, is the owner of certain real estate in North Ridgeville, Ohio. This real estate is described in Exhibit "A", attached and is referred to in this Declaration as the "Property".

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and reservations of easements in this Declaration. These covenants, etc. are for the purpose of protecting the value and desirability of the Property. These covenants, etc. shall run with the Property submitted in this Declaration and any other property that may subsequently be added to this Declaration. These covenants, etc. shall be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns. These covenants, etc. shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1.1. **Additional Land.** "Additional Land" means the real estate described in Exhibit "B." This real estate may be made subject to this Declaration pursuant to Article XII.

1.2. **Allocated Interests.** "Allocated Interests" means the division of certain items that affect the interests of the Owners. The interests affected in this Declaration are the Common Expense Liability and votes in the Association. The allocation of these interests is set forth in Article III.

1.3. **Assessments.** "Assessments" means those charges upon the Lots established by Article VII of this Declaration.

1.4. **Association.** "Association" means Hampton Place Subdivision Homeowners Association, Inc., an Ohio nonprofit corporation, its successors and assigns. Except as the context otherwise requires "Association" shall mean the Board of Directors acting on behalf of the Association.

1.5. **Board.** "Board" shall mean the Board of Directors of the Association.

1.6. **Builder.** "Builder" means any person or entity (including the Declarant) who acquires a Lot for the purpose of improving that Lot and erecting a Dwelling Unit thereon for resale to an Owner.

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1.7. Common Elements. "Common Elements" shall mean any real estate owned or leased by the Association other than a Lot. Common Elements shall include easements in favor of the Association.

1.8. Common Expense Liability. "Common Expense Liability" means the liability for Common Expenses allocated to each Lot pursuant to Article III, of this Declaration.

1.9. Common Expenses. "Common Expenses" means, the costs incurred, the expenditures made by, or the financial liabilities of, the Association, together with any allocations to reserves.

1.10. Declarant. "Declarant" means Valore Properties, Inc, its successors and assigns. Mailing Address: 23550 Center Ridge Road, Westlake, Ohio 44145.

1.11. Declarant Control Period. "Declarant Control Period" means the period of time that the Declarant may appoint members of the Board of Directors and the officers of the Association as set forth in Article XIII.

1.12. Declaration. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Hampton Place Homeowners Association, Inc., including any amendments hereto.

1.13. Development Period. "Development Period" means the period commencing on the date of recording of this Declaration and ending on the date ten (10) years thereafter. During this period the Declarant has the right to submit Additional Land to the terms of this Declaration.

1.14. Development Rights. "Development Rights" means those rights reserved by the Declarant in Article XII.

1.15. Dwelling Unit. "Dwelling Unit" means a detached building or a portion of an attached multi-family building designed and intended for use and occupancy as a single-family residence.

1.16. Limited Common Elements. "Limited Common Elements" means those portions of the Common Elements allocated for the exclusive use and benefit of one or more but fewer than all of the Lots. Limited Common Elements, if any, shall be declared and defined in a Supplemental Declaration.

1.17. Lot. "Lot" means the physical portion of the Property designated for separate ownership or occupancy. The boundaries of the Lots are described in Article II, Section 2.1.

1.18. Member. "Member" means any person or entity entitled to membership in the Association as provided herein.

1.19. Neighborhood. "Neighborhood" shall mean and refer to each separately developed residential area comprised of one (1) or more housing types subject to this Declaration. In a Neighborhood, Owners may have common interests other than those common to all Owners, such as a common theme, entry feature, development name, and/or common areas and facilities which are not available for use by all Owners. The Declarant shall declare and define Neighborhoods in a Supplemental Declaration.

1.20. Neighborhood Assessments "Neighborhood Assessments"shall mean assessments levied against the Lots in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses. These Assessments are more particularly described in Article VII, Section 7.4.

1.21. Neighborhood Expenses. "Neighborhood Expenses"shall mean and include the actual and estimated expenses incurred by the Association for the benefit of Owners of Lots within a particular Neighborhood or Neighborhoods. This may include a reasonable reserve for capital repairs and replacements. Such expenses shall be determined from time to time by the Board of Directors and as more particularly authorized herein.

1.22. Occupant. "Occupant" means any person in possession of a Lot or Dwelling Unit. Such possession need not be lawful. Occupant shall include, but not be limited to, an Owner's family members, guests, invitees, tenants and lessees.

1.23. Owner. "Owner" means the Declarant or other person or entity who owns a Lot. The term does not include a person or entity having an interest in a Lot solely as security for an obligation.

1.24. Property. "Property" means the real estate described in Exhibit "A" attached hereto. Property also includes any other real estate that may be made subject to the terms of this Declaration. The term includes any improvements, made on the real estate.

1. **Record Plan.** "Record Plan" means the record plat for Hampton Place, Phase One, Volume 93, page 63-65 Lorain County Recorder's Plat Records. The term includes any subsequent plats or replats thereof.

1.25. Special Declarant Rights. "Special Declarant Rights" means those rights reserved by the Declarant in Article XIII.

1.26. Supplemental Declaration. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration executed by or consented to by Declarant. A Supplemental Declaration may subject Additional Property to this Declaration. A Supplemental Declaration may impose, expressly or by reference, additional restrictions and obligations on the land described therein. A Supplemental Declaration may designate property as a Neighborhood and/or as Common Elements and Limited Common Elements. The term shall also refer to the instrument recorded by the Association pursuant to Article XII, Section 12.1, of this Declaration to subject Additional Property to this Declaration.

1.27. Successor Declarant. "Successor Declarant" shall mean any person on entity who succeeds to the Development Rights pursuant to Article XIV of this Declaration.

1.28. Surface Water Management System. "Surface Water Management System" shall mean the system designed for the Property by the Declarant for storm water, soil erosion and sediment control. Such system shall include all existing watercourses, ditches, retention basins, detention basins and swales located in the Property.

ARTICLE II

LOTS AND NEIGHBORHOODS

2.1. **Types of Lots.** There may be several types of Lots within the Property. These are described as follows:

2.1.1. **Standard Lots.** These Lots shall be single-family lots for the construction and occupation of a detached single-family Dwelling Unit.

2.1.2. **Cluster Lots.** These Lots shall be lots for the construction and occupation of detached single-family Cluster type Dwelling Units.

2.1.3. **Townhouse Lots.** These Lots shall be lots for the construction and occupation of attached Townhouse type Dwelling Units.

2.1.4. **Condominium Lots.** These Lots shall be lots for the construction and occupation of Dwelling Units submitted to the terms of Chapter 5311 of the Ohio Revised Code.

2.2. **Description of Lot Boundaries.** The boundaries of the Lots shall be those as set forth on the Record Plan.

2.3. **Neighborhoods.** Initially there shall be one Neighborhood within the Property. The Standard Lot Neighborhood shall be composed of Standard Lots. This Neighborhood shall be further defined in a Supplemental Declaration.

ARTICLE III

ALLOCATION OF ALLOCATED INTERESTS

3.1. **Common Expense Liability.** The allocation of Allocated Interests for Common Expense Liability shall be determined in accordance with the allocation of the various assessments as set forth in Article VII.

3.2. **Votes in the Association.** The allocation of Allocated Interests for voting purposes shall be one vote per Lot.

ARTICLE IV

COMMON ELEMENTS AND EASEMENTS

4.1. **Description.** The Common Elements shall be any portion of the Property owned by the Association in fee or by easement or leased to the Association. The Common Elements may be further defined in a Supplemental Declaration applicable to each Neighborhood.

4.2. **Easements.** The Property shall be subject to certain easements. These easements shall be appurtenant (i.e. attached) to and pass with the title to the Lots and Common Elements.

4.3. **Entryway.** The Property may be subject to an entryway easement in favor of adjacent commercial properties. Such easement shall provide for shared maintenance of the entryway.

4.4. **Enjoyment.** The Common Elements shall be subject to an easement of enjoyment in favor of the Lots and Owners. Such easement shall be limited to the purposes for which the easements are created. Those purposes are described in this Declaration. Nothing herein shall be construed to provide any right of access to the Lots by any persons who are not Owners thereof.

4.5. **Wetlands Area.**

4.5.1. **Area.** The area shall be that shown on the Record Plan.

4.5.2. **Prohibited Uses and/or Activities.**

4.5.2.1. There shall be no dredging, filling or other discharges within or impacting the wetland areas except in compliance with applicable statutes, rules, and ordinances pertaining to wetlands, including statues and rules issued by or implemented by the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, and the Ohio Environmental Protection Agency;

4.5.2.2. There shall be no construction, development or improvement work within or impacting the wetland areas except as permitted by the U.S. Army Corps of Engineers and the Ohio Environmental Protection Agency;

4.5.2.3. Mowing and trash disposal, including vegetative clippings, shall be prohibited within the boundaries of the wetland areas;

4.5.2.4. It is a condition hereof that each Owner shall indemnify and hold Declarant harmless from and against any liability, cost, and expense (including reasonable attorney and/or environmental consultant fees) arising out of or relating to the failure by an Owner to comply with the requirements of this Section;

4.5.2.5. The requirements of this Section shall not be amended except by the Declarant and/or except in accordance with applicable statutes, rules, and ordinances pertaining to wetlands, including statutes and rules issued by or implemented by the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, and the Ohio Environmental Protection Agency.

4.6. **Drainage.** The Property shall be subject to easements in favor of the Lots and the City of North Ridgeville for Surface Water Management. These easements are defined in Article V. No Owner shall do or permit anything to be done within a Lot or Dwelling Unit that unreasonably increases or impairs the flow of surface water.

4.7. **The City of North Ridgeville.** Common Elements and the Surface Water Management System shall be subject to non-exclusive easement to the City of North Ridgeville and to all police, fire and other emergency personnel, ambulance operators, delivery, garbage and trash removal personnel, and to all similar persons, and to the local governmental authorities. Under this easement, those persons may enter upon the Common Elements and the Surface Water Management System in the performance of their duties. This easement does not run to the public in general,

4.8. **Limited Common Elements.** The Common Elements may also contain Limited Common Elements. If the Common Elements include Limited Common Elements, these will be designated and defined in a Supplemental Declaration.

4.9. **Owner's Delegation Rights.** Any Owner may delegate his or her easement rights and rights of enjoyment to the Common Elements to any Occupants, and any guests, invitees, tenants or lessees thereof. Any Owner who has leased his or her Lot shall be deemed to have delegated such rights. Any such delegation, however, shall in accordance with and subject to reasonable rules, regulations and limitations that the Association may adopt in accordance with its Code of Regulations.

4.10. **Limitation on Common Elements and Easements.** All Common Elements, easements and rights granted herein are subject to:

4.10.1. Restrictions set forth in this Declaration and any Supplemental Declaration.

4.10.2. Any rules and regulations adopted by the Association and the right to enforce such rules and regulations.

4.10.3. The right of the Association to levy assessments for the Common Expenses, Neighborhood Expenses and other assessments as set forth herein.

4.10.4. The right of the Declarant and the Association to amend the Record Plat and to grant further rights and easements within, upon, over, under, and across the Common Elements for the benefit of the Owners, the Association or Declarant. The Association, however, shall have no right to amend the Record Plat with respect to the Lots.

4.10.5. The Common Elements cannot be mortgaged or conveyed without the consent of two-thirds of the Owners, excluding the Declarant, except that the Declarant or Association shall have the right to dedicate access and utility easements to the City and to other governmental authorities having jurisdiction. A conveyance or encumbrance of the Common Elements shall not deprive any Lot or Dwelling Unit of its rights of access nor affect the priority of validity of pre-existing encumbrances.

4.10.6. If access to any residence is through the Common Elements, any conveyance or encumbrance of such area is subject to the Lot Owner's easement.

4.10.7. All rights granted to the Association in this Declaration.

4.10.8. Development rights and Special Declarant Rights as set forth in Articles XII and XIII.

ARTICLE V

SURFACE WATER MANAGEMENT

5.1. **Surface Water Management System.** The Surface Water Management System shall consist of the "Storm Sewer Easements" and "Drainage Easements" as shown on the Record Plan. The Association shall maintain and administer the Surface Water Management System in accordance with the guidelines as may be promulgated from time to time by the Ohio EPA, North Ridgeville or Lorain County. The Association may dedicate all or any portion of the Surface Water Management System to the City of North Ridgeville.

5.2. **Surface Water Management System Easements.** Each Lot shall be subject to and shall be benefited by a 5' easement for storm sewers, drainage and surface water management along all property lines and as more particularly shown on the Record Plan. Such easements shall be non-exclusive as to the Owners and shall run to the Association. The Association has control and responsibility for drainage and surface water management. Such easement, however, shall not run to the public at large.

5.3. **Access to Lots.** For the purpose solely of performing the maintenance required or authorized herein, the Association shall have the right to enter upon the Lot at reasonable hours on any day. The Association may act through its duly authorized agents or employees, or subcontractors. The Association must give reasonable notice to the Owner before acting.

5.4. **Individual Maintenance.** Each Owner shall maintain that portion of the Surface Water Management System, which serves only that Owner's Lot. Each Owner shall have primary responsibility for grass-cutting and vegetation control within the easements located on his or her Lot. Such responsibility shall include keeping these easements clean and unobstructed. Maintenance of the Surface Water Management System shall in accordance with the guidelines and standards set forth by any governmental entity or any other agency having authority. If any portion of the Surface Water

Management System located within a Lot and serves only that Lot is damaged, the Owner of that Lot shall promptly cause it to be repaired.

5.5. Retention Basin Maintenance. The Association shall have primary responsibility for the maintenance, repair and replacement of the retention basin, including any pipes, concrete gutters or mechanical devices, including vegetation control and debris removal.

5.6. Restriction on Use. No Owner shall use or permit any other persons to use the Surface Water Management System in any manner which would constitute a nuisance, hazard or unsanitary condition or be in violation of any local, state, or federal law ordinance, rule, regulation or statue. No use of the retention basin including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the retention basin.

5.7. Reservation by Declarant. The Declarant reserves the right to grant easements for the benefit of adjacent property, whether or not Declarant owns such property, to utilize the Surface Water Management System. This reservation shall be subject to the provision that such grant shall not materially affect any Owner's interest in the Surface Water Management System and that the property benefited is burdened with the obligation to contribute its fair share to the operation, maintenance, repair and replacement of the System.

ARTICLE VI

OWNERS ASSOCIATION

6.1. Formation. The Declarant has caused or will cause to be chartered a nonprofit corporation named Hampton Place Subdivision Homeowners Association, Inc. This charter shall be in accordance with Chapter 1702 of the Ohio Revised Code. The purposes of the Association are to provide for the administrative governance, maintenance and upkeep of the Property and to promote the health, safety, and welfare of the Owners and Occupants of the Property.

6.2. Membership. The membership of the Association shall at all times consist exclusively of Owners of the Lots. All such Owners shall be members. Membership shall be appurtenant to and may not be separated from such ownership.

6.3. Powers of the Association. Subject to Special Declarant Rights hereinafter set forth, the Association may:

6.3.1. adopt and amend a Code of Regulations for the government of the Association, the conduct of its affairs and the management of the Property;

6.3.2. adopt rules and regulations for the use and occupation of the Common Elements and to enforce the rules and regulation and the provisions and restrictions of the Declaration as against the Owners and Occupants;

6.3.3. adopt and amend architectural guidelines;

6.3.4. adopt and amend budgets for revenues, expenditures and reserves and levy and collect Assessments from Owners;

6.3.5. hire and discharge managing agents and other employees, agents and independent contractors;

6.3.6. institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the community;

6.3.7. make contracts and incur liabilities;

6.3.8. regulate the use, maintenance, repair, replacement and modification of the Common Elements for which the Association has maintenance responsibility and other rights as set forth herein;

6.3.9. cause additional improvements to be made as part of the Common Elements;

6.3.10. acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property;

6.3.11. grant easements, liens, licenses and concessions through or over the Common Elements;

6.3.12. impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements and for services provided to Owners;

6.3.13. impose charges for late payments of Assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the Declarations, the Code of Regulations, and any rules and regulations of the Association;

6.3.14. impose reasonable charges for the preparation and recordation of amendments to the Declaration or for statements of unpaid Assessments;

6.3.15. provide for indemnification of its officers and board of Directors and maintain directors' and officers' liability insurance;

6.3.16. assign its right to future income, including the right to receive Common Expense Assessments, except that this power shall be limited to the purposes of repair and replacement of existing structures or improvements;

6.3.17. exercise any other powers conferred by the Declaration, Code of Regulations or Articles of Incorporation;

6.3.18. exercise all other powers that may be exercised in this state by nonprofit corporations;

6.3.19. exercise any other powers necessary and proper for the governance and operation of the Association.

6.4. **Voting Rights.** Subject to Special Declarant Rights as set forth in Article XIII, Owners shall be entitled to vote on matters properly before them in accordance with this Article, the Code of Regulations and the laws of the State of Ohio.

6.5. **Number of Votes.** Each Lot shall have one vote. If only one of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts the vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to any Lots owned by the Association may be cast.

6.6. **Proxies.** A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the Owners of a Lot through a duly executed proxy. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering the Lot, its presentation to the Board of a copy of the mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot.

Unless expressly reserved and the Association is notified of such reservation, a land contract vendee as defined in Chapter 5313 of the Revised Code, shall be deemed the proxy of a land contract vendor for purposes of this section.

6.7. **Annual Meeting.** A meeting of the Members of the Association must be held at least once each year.

6.8. **Management Agent.** The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, certain powers granted to the Board by this Declaration. The Declarant, or an affiliate of the Declarant, may be employed as a managing agent or manager.

No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without termination fee on ninety (90) days or less written notice.

ARTICLE VII

ASSESSMENTS

7.1. **Establishment of Assessments.** There are hereby established for the benefit of the Association, its successors and assigns, as a charge on each Lot, certain Assessments for Common Expenses and other expenses. Each Owner, by acceptance of a deed, covenants and agrees to pay such Assessments.

7.2. **Purpose of the Assessments.** The Assessments are established for the benefit and use of the Association and shall be used in covering the costs of its Common Expenses and for other such purposes as hereinafter set forth.

7.3. **Annual General Assessment.** There is hereby established an Annual General Assessment levied against all Lots for the purpose of the Common Expenses of the Association. The Common Expenses shall be, but not limited to, (1) operation, maintenance, repair and replacement as required by this Declaration; (2) the cost of any insurance required by this Declaration; (3) reasonable reserves for contingencies and replacement; and (4) administrative, accounting, legal and management fees; (5) all other costs and liabilities incurred by the Association in the exercise of its powers and duties pursuant to this Declaration.

7.4. **Neighborhood Assessment.** There is hereby established a Neighborhood Assessment levied against the Lots in a Neighborhood for the purpose of the Neighborhood Expenses of the Neighborhood. The Neighborhood Expenses shall be as defined in a Supplemental Declaration.

7.5. **Individual Assessment.** The Association shall have the right to assess an individual Lot for any of the following costs. The Association may assess these costs only upon approval by two-thirds (2/3) vote of all members of the Board. These costs are:

7.5.1. any costs incurred by the Association in the performance of any maintenance in accordance with Article VIII, Section 8.4.

7.5.2. any charges or fines imposed or levied in accordance with Article IX, Section 9.3.1.1.

7.5.3. any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner or Occupant or their family, tenants, guests or invitees, including, but not limited to, attorney fees, court costs and other expenses incurred.

7.5.4. any costs associated with the enforcement of this Declaration or the Rules and Regulations of the Association, including, but not limited to, attorney fees, court costs and other expenses incurred.

7.5.5. any costs or charges permitted by this Declaration, any Supplemental Declarations, amendments, or the Code of Regulations to be charged or assessed as an Individual Assessment.

7.6. **Working Capital Fund; Initial Assessment.** At the time of closing of a Home from a Builder, the purchaser of such Home shall be assessed the sum of $300.00 as such purchaser's initial capital contribution to the working capital fund of the Association. These Assessments shall be used by the Association for its operating expenses. Such Assessment is not an advance payment of the Annual General Assessment. Such Assessment will not be held in any sort of trust or reserve account. Additional Working Capital Fund Assessments may be levied for each Neighborhood in a Supplemental Declaration.

7.7. **Special Assessment.** There is hereby established a Special Assessment for the purpose of repairing or restoring damage or destruction to the Common Elements as further set forth in Article X.

7.8. **Computation and Payment of Annual General Assessment.** The Annual General Assessment shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Code of Regulations. This Assessment shall be effective as to each Lot on the first day of the Association's fiscal year. The initial Annual General Assessment as to each Lot shall commence on the first day of the month following the earlier of (i) its conveyance to an Owner other than a Builder; or (ii) occupation of the Dwelling Unit. The initial Annual General Assessment shall be prorated on a monthly basis to the end of the Association's fiscal year. The initial Annual General Assessment shall be collected at closing of the conveyance of the Lot from the Builder. The Annual General Assessment shall be payable in annual installments due on the first day of each fiscal year. The Board shall have the power from time to time to adopt such billing, collection and payment procedures, charges and other payment time schedules, as it deems appropriate. The Declarant shall not be subject to such Assessment.

7.9. **Maximum Annual General Assessment.** Beginning with the recording of this Declaration and until December 31, 2008, the maximum Annual General Assessment shall be $325.00 Dollars. Beginning with Assessments levied as of January 1, 2009, and annually thereafter, the Board may increase or decrease the Annual General Assessment. The Board may do this without a vote of the Owners. If the Board increases the Annual General Assessment, then Members exercising Twenty-five (25%) percent of the voting power of the Association may petition the Board for a special meeting of the Association to reconsider such increase. The petitioning Members must in good standing. They must present such petition to the Board within Thirty (30) days of notice of such increase. At such meeting, the Members exercising sixty-six and two thirds (66 2/3%) percent of voting power of the Association, may vote to reduce the increase by any amount therein proposed, but not lower than the previous years maximum amount. Only Members in good standing may vote. Members may vote in person or by proxy.

7.10. **Allocation of Assessments.** The Common Expense Liability of each Lot shall be its share of the Common Expense. The Common Expense Liability and the Annual General Assessment shall be allocated equally to each Lot. The other Assessments shall be allocated as applicable to the respective Lots and as determined by the Board.

7.11. Lien for Assessments. The Association shall have a lien for any Assessment levied against a Lot. The lien may be for the Initial Assessment, the Annual General Assessment, the Individual Assessment and the Special Assessment. The lien may include reasonable attorneys fees and costs.

7.11.1. **Creation.** The lien for Assessments is created by this Declaration. This lien shall be a charge and a continuing lien on each Lot. This lien shall run with the land. All persons or entities acquiring an interest in a Lot after the filing of this Declaration take such interest subject to this lien.

7.11.2. **Effective Dates.** The lien for the Common Expense Liability for each Lot as set forth in the Annual General Assessment shall be effective on the first day of the fiscal year of the Association. The lien for other Assessments shall be effective on the first day of the month following the notice of it levy on the Owners affected.

7.11.3. **Perfection.** Recording of this Declaration constitutes notice and perfection of the Lien.

7.11.4. **Notice of Lien.** The Association may file a notice of lien with the Recorder of Lorain County. Such notice shall not be required for the Association enforce its lien.

7.11.5. **Priority of the Lien.** The lien created by this Section shall be prior to all liens and encumbrances recorded subsequent to this Declaration. This lien shall be subordinate, however, to the lien for real estate taxes and assessments and the lien of any bona fide first mortgage filed of record as set forth in Section 7.11.6.

7.11.6. **Subordination and Mortgagee Protection.** Notwithstanding any of the provisions hereof to the contrary, the lien of any Assessment levied pursuant to this Declaration (and any late charges, interest, costs and attorney fees) shall be subordinate to, and shall in no way affect the rights of the holder of a first mortgage made in good faith for value received. Such subordination shall apply only to Assessments, or installments thereof, which have become due and payable prior to the date of Sheriff's sale of such Lot pursuant to a foreclosure or the date of a deed in lieu of foreclosure. Such sale or transfer shall not relieve the mortgagee or the purchaser of a Lot at such sale from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment. Mortgagees are not required to collect Assessments on behalf of the Association. Failure to pay Assessments shall not constitute a default under any mortgage insured by FHA/VA. Any portion of any Assessment that is not collected as a result of this Section shall be deemed to be a Common Expense collectible from all Owners, including the person or entity acquiring the Lot pursuant to sheriff's sale or deed in lieu of foreclosure

7.11.7. **Extinguishment of the Lien.** A lien for unpaid Assessments is extinguished unless proceedings to enforce it are instituted within five (5) years after the full amount of the Assessment becomes due. If an Owner of a Lot subject to a lien files a petition for relief under the United States Bankruptcy Code, then the period of time to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay under Section 362 of the Bankruptcy Code is lifted.

7.12. Delinquency and Acceleration. Any installment of an Assessment provided for by this Declaration shall become delinquent if it is not paid on the due date as established by this Declaration or by the Board. With respect to each installment of an Assessment not paid within five (5) days of its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, costs of collection, reasonable attorney fees and interest at the rate provided in Section 1343.03 of the Ohio Revised Code (and as amended from time to time). Interest shall be calculated from the date of delinquency to the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days of its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment immediately due and payable without further notice or demand to the Owner. The Association may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law or this Declaration. The filing of any petition for relief pursuant to the United States Bankruptcy Code by an Owner whose Assessment has been accelerated shall operate as a restoration of the Assessment to its prior status as if it has not been accelerated.

7.13. Remedies Cumulative. A suit to recover money judgment for unpaid Assessments and charges may be maintained without foreclosing or waiving the right to enforce the lien. A foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

7.14. Personal Obligation. The Assessments, including fines, if any, payable by each Owner, together with any penalty, interest, costs and reasonable attorney fees shall be the personal obligation of the Owner of the Lot at the time incurred. The personal obligation shall not pass to any successors in title unless expressly assumed by them.

7.15. Statement of Unpaid Assessments. The Association shall upon written request of the Owner, contract purchaser, or first mortgagee, furnish a statement setting forth the amount of unpaid Assessments against the Lot. This statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board and every Owner. The Association may charge a reasonable amount for this statement.

7.16. No Waiver of Liability for Common Expenses. No Owner may exempt himself or herself from liability for payment of the Common Expense Liability by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the Assessments are made.

ARTICLE VIII

UPKEEP OF THE PROPERTY

8.1. Lots. Each and every Lot, its Dwelling Unit and any improvement erected thereon shall be maintained in a reasonable manner by the Owner thereof in accordance with the standard generally prevailing throughout the Properties.

8.2. Common Elements. The Association shall maintain the Common Elements.

8.3. Supplemental Declaration. Additional maintenance responsibilities may be set forth in a Supplemental Declaration applicable to each Neighborhood.

8.4. Association's Right to Maintain. In the event that an Owner shall fail to provide maintenance as required by this Declaration in a manner satisfactory to the Association, then the Association shall have the right, through its agents, contractors and employees, to enter upon said Lot and repair, maintain and restore the Lot. The Association may act only after the Owner has failed to comply for ten (10) days after being so notified of such failure. The Association must provide a reasonable opportunity to be heard concerning such failure. In the event that such failure poses a health, safety or security risk, then no notice or hearing need be given. The Association may assess the cost of such maintenance and repair against the subject Lot in accordance with Article VII, Section 7.5. This section does not require the Association to repair, maintain or restore any Lot.

8.5. Access to Lots. For the purpose solely of performing the maintenance required or authorized herein, the Association, through its duly authorized agents or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day. No notice shall be required in an emergency.

ARTICLE IX

RESTRICTIONS

9.1. Use and Occupancy. The following restrictions are applicable all Lots with respect to the use and occupancy of the Property. Other restrictions applicable to each Neighborhood shall be set forth in a Supplemental Declaration.

9.1.1. Compliance with Laws. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner.

9.1.2. Harmful Discharges. No Owner or Occupant shall cause, permit or suffer emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere (other than normal residential chimney emissions). No Owner or Occupant shall cause, permit or suffer production, storage or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground or any body of water. Such emission, production, storage or discharge is prohibited if it may adversely effect the use or intended use of any portion of the Property or may adversely effect the health, safety or comfort of any person. No Owner or Occupant shall cause, permit or suffer waste nor any substance or materials of any kind shall be discharged into any public sewer or the Surface Water Management System serving the Property or any part thereof in violation of any regulation of any public body having jurisdiction over such public sewer, or Surface Water Management System.

9.1.3. Noise, Unreasonable Disturbances. No Owner or Occupant shall cause, permit or suffer any unreasonably loud noise (except for security devices) anywhere on the Property. No Owner or Occupant shall cause, permit or suffer any person to engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property.

9.1.4. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Declarant or any Builder while actively marketing the Lots for sale; (ii) street and identification signs installed by the Association or the Declarant; (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is on the market; and (iv) political signs in accordance with the rules and regulations established by the Association.

9.1.5. No Trade or Business. No trade or business of any kind may be conducted in or from any Lot or Dwelling Unit except that an Owner or Occupant of a Lot or Dwelling Unit may conduct such business activity within the Lot or Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Lot or Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve employees who do not reside in the Dwelling Unit and does involve not persons coming on to the Lot who do not reside in the Property except by appointment only; and (d) the business activity is consistent with the residential character of the Property.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full-time or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required thereof. The term "trade" or "business" for purposes of this restriction shall not include the construction, operation and maintenance of any model home or homes and sales construction offices by any Builder during reasonable hours.

9.1.6. Trash. Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. Trash containers (except during construction) shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot.

9.1.7. Parking; Vehicle Repairs. Except in connection with construction activities, commercial trucks bearing logos, trailers, commercial vehicles with ladder or material racks, campers, recreational vehicles, boats and other large vehicles may be parked on the Property only if in garages. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Property. Vehicle repairs and storage of vehicles are permitted on the Property only if in garages. Recreational vehicles and boats may be parked in the driveways for a period not to exceed forty-eight (48) hours for the purpose of cleaning, loading or unloading. The Association shall have the right to adopt reasonable rules defining the provisions of this section.

9.1.8. Animals. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot. The keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds) is permitted. No pets shall be kept or maintained for commercial purposes or for breeding. No external compounds, cages, kennels, doghouses or hutches shall be permitted.

Any pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days written notice from the Board. Pets shall not be permitted on the Common Elements unless accompanied by a responsible person who can control the pet and unless carried or leashed. Any Owner or Occupant who keeps or maintains any pet on any portion of the Property shall be deemed to have indemnified and agreed to hold the Association harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets which may leave the Dwelling Unit or Lot must be inoculated as required by law.

Owners and Occupants of Dwelling Units shall not allow pets to defecate within Common Elements or within rights of ways without immediately picking up and properly disposing of the waste.

9.1.9. Open Fires. Open burning is not permitted on the Property, except that outdoor fireplaces, grills, and chimneys may be used if equipped with fire screens to prevent the discharge of embers or ashes.

9.1.10. Clothes Drying. No outdoor clothes drying apparatus may be placed on any Lot.

9.1.11. Additional Restrictions. Additional restrictions that are applicable to the individual Neighborhoods are set forth in Supplemental Declarations for such Neighborhoods.

9.2. Architectural Restrictions. The following architectural restrictions shall be applicable to all Lots. Other restrictions applicable to each Neighborhood shall be set forth in a Supplemental Declaration.

9.2.1. Plan Approval. Certain activities require prior plan approval in accordance with this section. These activities are: the placement, installation or erection of any structure upon any Lot; construction, including staking, clearing, excavation, grading, and other site work; exterior alteration or modification of existing improvements and plantings or removal of plants, trees, or shrubs. Prior to any of these activities and prior to application to the City for a building permit, the Owner or Builder shall first submit to the Declarant (which for the terms of this section shall include its designee) a complete set of building plans for the proposed construction. The Declarant shall approve, reject or modify such plans in a writing sent to the Owner or Builder in question not more than thirty (30) days after the plans are submitted to the Declarant. The thirty (30) day period shall commence upon execution of a written notice by the Declarant acknowledging receipt of plans and specifications and all information required therewith. The Declarant shall review the plans as to the quality of workmanship and design and harmony of external structures with existing structures and as to location in relation to surrounding structures, topography and finish grade elevation. The Declarant shall not unreasonably withhold approval of any plans that conform in every way with the Declaration and with the general character of the development on neighboring Lots within the Property. If the Declarant fails to approve, reject, or modify the plans within the thirty (30) day period, the Declarant's approval shall be deemed to have been given, and no further permission shall be needed before the improvements described in such plans may be constructed or installed. However, in no event shall any improvements by constructed or installed that violate the express terms of this Declaration or any Supplemental Declaration.

9.2.2. **Design Guidelines.** The Declarant shall prepare and promulgate design and development guidelines governing construction within the Properties. These guidelines shall include application and review procedures to be followed in submitting an application for approval hereunder ("Design Guidelines"). The Design Guidelines shall be those of the Association. The Declarant and/or the Association shall have sole and full authority to modify and to amend them from time to time without the consent of any Owner. The Declarant and/or the Association shall make the Design Guidelines available to Builders and Owners who seek to engage in construction upon all or any portion of the Property.

9.2.3. **Declarant's Rights.** Declarant's right of plan approval shall exist for as long as Declarant owns any Lot in the Properties. Declarant's right of plan approval shall include any alterations to existing Lots or Dwelling Units and / or items requiring prior approval by this Declaration. In any items or matters that are discretionary, the Declarant's decision shall be conclusive upon all parties. Declarant may assign its rights to any Successor Declarant.

9.2.4. **Declarant's Control of New Construction.** The Declarant shall have exclusive control of new construction within the Property, including additions to existing Dwelling Units. No provision of this Declaration or the Design Guidelines, as the same relates to new construction, may be modified without Declarant's consent.

9.2.5. **Association's Right of Plan Approval.** After Declarant's right of plan approval has expired, the Association shall be responsible for plan approval. The Declarant may assign its right of plan approval or any portion thereof, to the Association.

9.2.6. **No Liability.** Each Owner and Builder is responsible to insure that all construction or any modifications, are in compliance with the Design Guidelines, restrictions and approved plans. If the Developer or the Directors have acted in good faith on the basis of such information possessed by them, then neither the Developer, the Board nor any Director shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; or (b) the construction or performance of any work whether or not pursuant to approved plans, drawings, and specifications.

9.2.7. **Dwelling Type.** No building shall be erected, altered, placed or be permitted to remain on any Lot other than as set forth in a Supplemental Declaration for each Neighborhood.

9.2.8. **Dwelling Floor Areas.** The living area of the Dwelling Unit exclusive of porches, decks, attics, basements, areas not heated year round and garages shall be no less than the areas set forth in a Supplemental Declaration for each Neighborhood.

9.2.9. **Roof Requirements.** The roof and gables of each Dwelling unit shall be no less than 6 - 12 pitch. Porch and patio roofs may be 3.5 - 12 pitch. All shingles shall be of a uniform color. All roof penetrations shall be located on the rear or side of the Dwelling Unit.

9.2.10. **Set Back, Minimum Elevation and Yard Requirements.** All Dwelling Units shall be located in accordance with the building set back lines, minimum basement elevation and yard requirements as shown on the Record Plan and as set forth in the North Ridgeville Zoning Ordinance. The Owner or Builder shall be responsible for compliance with these standards. Declarant shall not be responsible for any failure to comply with these standards.

9.2.11. **Front Yards and Driveways.** Front yards shall be landscaped with the requirements set forth in the Design Guidelines. All driveways shall be paved with concrete, brick or paving stones. Landscaping, driveways and sidewalks must be completed within three (3) months of occupation of the Dwelling Unit, weather permitting.

9.2.12. **Construction Materials.** No Dwelling Units shall be constructed of concrete block, cinder block or other similar materials unless the exterior of the Dwelling Unit is covered with brick and / or siding. No underground Dwelling Units shall be permitted.

9.2.13. **Exterior Siding.** Any wooden sheeting materials must have prior approval.

9.2.14. **Front Storage.** No front porch shall be used for the storage of any items except normal porch furniture. No front yard shall be used for storage of any kind of items. This restriction shall not apply to building materials and / or equipment stored on the Lot during construction of the Dwelling Unit.

9.2.15. **Radio and Television Antennas.** No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Dwelling Unit, without the prior written approval as provided in Section 9.2.1, and in accordance with the Guidelines established by the Declarant or the Association. Nothing herein shall be construed so as to be in conflict with current Federal Communications Commission's rules and regulations for antennas.

9.2.16. **Air Conditioning and Heat Pump Equipment.** Air-conditioning and heating equipment should be located and screened in such a manner so as to provide minimum visual impact from other Lots.

9.2.17. **Awnings.** No metal or plastic awnings for windows, doors or patios may be erected or used.

9.2.18. **Exterior Carpeting.** No exterior carpeting shall be permitted if it is visible from the street or any neighboring Lot.

9.2.19. **Mailboxes.** Mailboxes shall be installed by each Builder and shall be of uniform style and color or cluster boxes should the Postmaster request such. If a mailbox needs to be replaced, each Owner, at his or her expense, shall install a matching mailbox/paper box in accordance with specifications as to style and color as installed by the Builder. In the event cluster boxes are required, the association shall be responsible for maintenance or replacing.

9.2.20. **Foundations.** All Dwelling Unit foundations facing any street shall be brick, stone, decorative block or poured wall with decorative imprint.

9.2.21. **Chimneys.** All chimneys with metal flues must be enclosed within a chase that may be sided. Any direct vent chimney and / or furnace flues, hotwater heater or any other flues shall be vented only to the rear or side of the Dwelling Unit

9.2.22. **Completion.** Construction of a Dwelling Unit on any Lot shall be completed within one (1) year from the date construction is started.

9.2.23. **Lot Maintenance.** All Lots must be kept mowed and free of debris and clutter. During construction, each Owner and Builder shall be responsible for keeping the streets and adjacent Lots clean and free of debris. The Declarant shall have the right to assess and Owner or Builder for the cost of mowing or clean up in the event that the Owner or Builder fails to do so. Owners shall be responsible for all costs incurred to repair or replace damaged curbs and/or gutters along the front of the Owner's Lot resulting from construction vehicles or any negligence during the construction of the Dwelling Unit.

9.3. **Remedies for Breach of Covenants and Restrictions.** The violation of any covenant or restriction contained in the Declaration or violation of any rule or regulation duly adopted by the Board shall give the Association the authority to enforce the covenants, restrictions, rules and regulations in accordance with this Section.

9.3.1. **Actions.** The Association may take any or all of the following actions.

9.3.1.1. The Association may levy a fine against the Builder, Owner or Occupant, which shall also be an Individual Assessment under Section 7.5.

9.3.1.2. The Association may enter upon a Lot 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 Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration. The Association, the Board, or its agents, shall not be thereby deemed guilty in any manner of trespass or wrongful act.

9.3.1.3. The Association may institute appropriate legal proceedings to enjoin, abate or remedy the continuance of any breach.

9.3.1.4. The Association may undertake such dispute resolution methods such as mediation and arbitration. This provision shall not be construed as any requirement to do so as a condition precedent to legal proceedings.

9.3.2. Notice and Opportunity to be Heard. Prior to any action, the Board shall give the Builder, Owner and/or Occupant reasonable notice of the violation and an opportunity to be heard. Such notice and opportunity shall not be required in emergency situations or for repeated or continuing violations.

9.3.3. Individual Actions. Each Owner is empowered to enforce the covenants by appropriate legal proceedings or alternative dispute resolution methods.

ARTICLE X

INSURANCE AND CASUALTY LOSSES

10.1. Casualty Insurance. The Association's Board of Directors, or its duly authorized agent shall have the authority to and shall obtain blanket "all-risk" property insurance, if reasonably available. The coverage shall be for all insurable improvements on the Common Elements and such other property as the Association is obligated to maintain and insure. If blanket "all-risk" coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

10.2. Liability Insurance. The Board shall also obtain a public liability policy covering the Common Elements. This coverage shall insure the Association and its Members for all damage or injury caused by the negligence of the Association, any of its Members, employees or agents, or any other person who has a right to occupy a Dwelling Unit. The public liability policy shall have at least a One Million ($1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a One Million ($1,000,000.00) Dollar limit per occurrence, if reasonably available, and a Three Hundred Thousand ($300,000.00) Dollar minimum property damage limit.

10.3. Premiums. Premiums for all insurance on the Common Elements shall be a Common Expense of the Association. The policies may contain a reasonable deductible. The amount of the deductible shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance. In the event that multiple parties may be liable, the deductible shall be allocated in relation to the amount each party's loss bears to the total.

10.4. Specifications. All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Director for the respective benefited parties, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth.

10.4.1. All policies shall be written with a company authorized to do business in Ohio. Such company must hold a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available. If such rating is not reasonably available, the most nearly equivalent rating which is available is acceptable.

10.4.2. All policies on the Common Elements shall be for the benefit of the Association and its Members, and their Mortgagees, as their interests may appear.

10.4.3. Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

10.4.4. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

10.4.5. All property insurance policies shall have an inflation guard endorsement, if reasonably available. If the policy contains a co-insurance clause, it shall also have an agreed amount endorsement. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction and real estate values in the Lorain County area.

10.5. Additional Specifications. The Board shall be required to use reasonable efforts to secure insurance policies that will provide the following:

10.5.1. a waiver of subrogation by the insurer as to any claims against the Association, the Board, officers, employees and manager, the Owners and Occupants of Units, and their respective tenants, servants, agents, and guests;

10.5.2. a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

10.5.3. a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of any one or more individual Owners;

10.5.4. a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of any curable defect or violation without prior demand in writing delivered to the Association to cure the defect or violation and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

10.5.5. a statement that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

10.5.6. a statement that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

10.6. **Other Insurance.** In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation coverage, directors' and officers' liability coverage, if reasonably available, and flood insurance, if reasonably available. The Board shall obtain fidelity coverage on Directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the Directors' best business judgment but, if reasonably available, may not be less than one-sixth (1/6) of the Annual General Assessments and Neighborhood Assessments on all Lots, plus reserves on hand. Such coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal. Any management company hired by the Association shall be required to have such fidelity coverage and provide proof of such coverage upon reasonable notice.

10.7. **Individual Insurance.** Each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk property insurance on the Lot; the Dwelling Unit and structures associated therewith. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his or her Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure. Such repair or reconstruction shall be in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article IX of this Declaration. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed and the Owner decides not to rebuild or to reconstruct, then the Owner shall clear the Lot of all debris and ruins. Thereafter the Owner shall maintain the Lot in a neat and attractive, landscaped condition consistent with the standard prevailing in the community.

10.8. **Damage and Destruction.**

10.8.1. Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance. The Board or its agent shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

10.8.2. The Association shall repair or reconstruct any damage or destruction to the Common Elements. The Owners exercising at least seventy-five (75%) percent of the total votes of the Association, may decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Elements shall be repaired or reconstructed.

10.8.3. In the event that it should be determined in the manner described above that the damage or destruction to the Common Elements shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be cleared of all debris and ruins. Thereafter the Association shall maintain the area in a neat and attractive, landscaped condition consistent with the standards prevailing in the community.

10.9. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies held by the Association are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s), as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any mortgagee of a Lot and may be enforced by such Mortgagee.

10.10. Repair and Reconstruction. If the damage or destruction to the Common Elements for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Owners, levy a Special Assessment against the Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

10.11. Additional Insurance Provisions. The Declarant or Board, without a vote of the Unit Owners, may amend the provisions of this Article or any supplemental provisions set forth in a Supplemental Declaration, if such amendment is necessary to comply with secondary mortgage market guidelines or is necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Lot.

ARTICLE XI

CONDEMNATION

11.1. Whenever all or any part of the Common Elements shall be taken (or conveyed in lieu of and under threat of condemnation by the Board) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. No Owner, however, shall have the right to participate in the proceedings incident thereto, unless otherwise required by law. The award made for such taking shall be payable to the Association, as Director for all Owners, to be disbursed as follows.

11.1.1. If the taking involves a portion of the Common Elements on which improvements have been constructed, then the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements, to be extent lands are available therefore, in accordance with plans approved by the Board. The Owners exercising at least seventy-five (75%) percent of the total votes of the Association, may decide within sixty (60) days after the taking not to restore or replace. If such improvements are to be repaired or restored, the above provisions in Article X hereof regarding the disbursement of funds in respect to casualty damage or destruction, which is to be repaired, shall apply.

11.1.2. If the taking does not involve any improvements on the Common Elements, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XII

DEVELOPMENT RIGHTS

12.1. **Submission of Additional Land.** The Declarant reserves the rights to submit all or any portion of the Additional Land to the terms of this Declaration. The Declarant may do so without consent of the Owners at any time during the Development Period. The submission shall be accomplished by the filing of a Supplemental Declaration identifying the Additional Land, the Lots and the Common Elements.

12.2. **Notice to the Board.** The Declarant shall promptly notify the Board of the filing of any Supplemental Declaration.

12.3. **Easements Reserved.** The Declarant reserves for itself, its successors and assigns and any Builder, the following easements.

12.3.1. Easements for drainage and all utilities as shown on the Record Plan.

12.3.2. Easements for ingress, egress, conservation, drainage and all utilities over the Common Elements provided that such easements do not unreasonably interfere with any Owner's rights of enjoyment.

12.3.3. An easement over the Common Elements as may be reasonably necessary for the purpose of discharging its obligations or exercising any rights under the Declaration.

12.3.4. An easement for ingress, egress, drainage and all utilities over the Common Elements and in favor of the Additional Property and the right to convey that easements to others in the event that the Additional Property is not submitted to this Declaration.

12.4. **Designation of Further Additional Land.** Declarant reserves the right to designate other adjacent or nearby real property as Additional Land. Such designation shall be by Supplemental Declaration.

12.5. **Assignment of Development Rights.** The Declarant, including any Successor Declarant, reserves the right to assign any or all of its Development Rights, including the Special Declarant Rights set forth in Article XIII, to any Successor Declarant for the purpose of further development and improvement of the Property. No assignment shall be effective unless in a writing executed by the assignor and assignee and filed with the Recorder of Lorain County, Ohio. No Successor Declarant shall be responsible for any obligation of its assignor unless such obligations are expressly assumed in such writing.

12.6. **Transfer of Development Rights by Foreclosure.** A transfer of the Property or of any portion of the Property held by the Declarant subject to the Development Rights herein reserved (including the Special Declarant Rights) pursuant to foreclosure of mortgage, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, transfers all such Development Rights to the person acquiring title to such property. The transferee must request transfer of such rights. The judgment or instrument conveying title must provide for the transfer of such rights. Upon such transfer, the Declarant ceases to have any of the rights herein reserved. A successor to the Development Rights held by a transferee that acquired such rights pursuant to this Section, may declare by a recorded instrument the intention to hold such rights solely for transfer to another person. Thereafter, that successor may not exercise any of those rights. Any attempted exercise is void. That successor may record an instrument permitting exercise of such rights. So long as a successor declarant does not exercise any Development Rights under this section, such declarant is not subject to any liability as a declarant.

ARTICLE XIII

SPECIAL DECLARANT RIGHTS

13.1. **Use for Sale Purposes.** Declarant reserve for itself, its successors and assigns, any Successor Declarant and any Builder, the right to maintain sales and construction offices and models on the Lots.

13.2. Signs and Marketing. The Declarant reserve the right for itself and any Builder to post signs and displays in the Property to promote sales of Lots, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Owners.

13.3. Control of the Association.

13.3.1. Appointment of Directors and Officers. The Declarant reserve the right to appoint and remove the members of the Board and the Officers of the Association during the Declarant Control Period which period will commence upon the recording of this Declaration and shall terminate no later than the earlier of:

13.3.1.1. sixty (60) days after the conveyance of seventy-five (75%) of the Lots (including Lots to be included on the Additional Land) to Owners other than Declarant or any Builder;

13.3.1.2. seven (7) years after recording of this Declaration.

13.3.2. Early Termination of Control. The Declarant may voluntarily surrender the right to appoint and remove Directors and officers before the termination of the period set forth above. In that event, the Declarant may require, for the duration of that period, that specified actions of the Association or the Board, be approved by Declarant before they become effective. Such voluntary termination shall be evidenced by a recorded instrument executed by the Declarant setting forth the termination of right to appoint and the actions which require Declarant's approval.

13.4. Declarant's Personal Property. The Declarant and any Builder reserve the right to retain all personal property and equipment used in sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant and Builder reserve the right to remove, within one (1) year after the sale of the last Lot, from the Property any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

13.5. Right to Amend Documents. Notwithstanding anything above to the contrary, this Declaration may be amended at any time without the vote of Owners by a written instrument executed by the Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any inconsistency or ambiguity herein; making nominal changes; clarifying Declarant's original intent; making any change necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Lot. No such amendment, however, shall materially affect any Owner's interest in his or her Dwelling Unit, the Association or the Common Elements. Each Owner and his mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by a Declarant to be necessary or proper to effectuate the provisions of this paragraph.

ARTICLE XIV

DURATION, AMENDMENT AND TERMINATION

14.1. **Duration.** This Declaration, and its provisions, shall be covenants running with the land. This Declaration, and its provisions shall bind the property and shall (regardless of whether any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by Declarant, the Association, and each Owner, Occupant and their legal representatives, heirs, devisees, successors and assigns and shall continue in full force and effect for twenty (20) years from the date on which this Declaration is recorded. Thereafter this Declaration shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Article. Easement rights granted or reserved herein or in any Supplemental Declaration shall continue in perpetuity unless otherwise stated.

14.2. **Amendment.** Except as provided in Section 13.5, prior to the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument executed by Declarant, approved by the Owners of at least 75% of all Lots.

14.2.1. Except as provided in this Section 14.2, after the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least seventy-five (75%) percent of all Lots.

14.2.2. All Amendments shall be executed by the Declarant, and any Builder, if required, and shall be executed by the President and Secretary of the Association. Such Amendment shall certify that the proper notices were sent and that the requisite vote was obtained. Amendments need not be signed by the Owners.

14.3. **Termination.** This Declaration and the regime created thereby may be terminated only in accordance with this Section.

14.3.1. **Consent Required.** This Declaration may be terminated only upon consent of Eighty (80%) Percent of the Owners, and if during the Declarant Control Period, by consent the Declarant.

14.3.2. **Agreement to Terminate.** No termination shall be effective unless an agreement to terminate is filed for record with the Lorain County Recorder. This agreement shall be executed in the same manner as an amendment. The agreement shall provide for disposition of the Common Elements, disposition of Association funds and other resolutions and provisions necessary to terminate the regime and wind up the affairs of the Association.

ARTICLE XV

MORTGAGEE PROTECTIVE PROVISIONS

15.1. The following provisions are included herein for the benefit of the holders of first mortgages on any Lot within Hampton Place in order to permit compliance with the requirements of Federal Home Loan Mortgage Corporation (FHLMC) as a condition to the purchase of loans on Lots in the Property. The covenants and provisions hereinafter set forth shall run in favor only of the first mortgage holders, and the provisions hereinafter set forth may be altered, amended, revised or rescinded by actions of the Board, without approval of the Members of the Association, but only without such approval to the extent that such alteration, amendment, revision or rescission is necessary to comply with the requirements of FHLMC.

15.2. It is provided as follows:

15.2.1. Unless at least two-thirds (66-2/3%) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Declarant or Developer) of the individual Lots in the Property have given their prior written approval, the Association shall not be entitled to:

> 15.2.1.1. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common property owned, directly or indirectly, by such homeowners association for the benefit of the Lots in the Property (the granting of easements for public utilities or for other public purposes consistent with the intended use of such common property by the Association shall not be deemed a transfer within the meaning of this clause);
>
> 15.2.1.2. change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot;
>
> 15.2.1.3. by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Dwelling Units, the exterior maintenance of Dwelling Units, the maintenance of Dwelling Units, the maintenance of the common property party walks or common fences and driveways, or the upkeep of lawns and plantings in the Property;
>
> 15.2.1.4. fail to maintain fire and extended coverage on insurable Common Elements on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);
>
> 15.2.1.5. use hazard insurance proceeds for losses to any Common Elements for other than the repair, replacement or reconstruction of such common property.

15.2.2. First mortgagees of Lots and Dwelling Units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common

Elements and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

15.2.3. No Owner, or any other party, has priority over any rights of any first mortgagee of a Lot and Dwelling Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or taking of Common Elements.

15.2.4. A first mortgagee, upon request, is entitled to written notification from the homeowners association of any default in the performance by the individual Dwelling Unit borrower of any obligation under the constituent documents which is not cured within sixty (60) days.

ARTICLE XVI

MISCELLANEOUS

16.1. **No Reverter.** No covenant, condition, restriction or reservation of easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

16.2. **Notices.** Any notice required or permitted to be given to an Owner or resident by the Board pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, or by overnight courier, addressed to such person's last address as it appears on the records of the Association.

16.3. **Litigation.** No judicial or administrative proceeding shall he commenced or prosecuted by the Association unless approved by the vote of seventy-five percent (75%) of the Owners other than Declarant. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without (imitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article VI hereof, (c) proceedings involving challenges to real estate taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

In addition to the above provision, any controversy, dispute or claim arising out of or relating to this Declaration or the breach thereof against the Declarant or any Successor Declarant, shall be settled by arbitration in Cleveland or Painesville, Ohio in accordance with the Commercial Rules of the American Arbitration Association and the judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction hereof.

16.4. **Construction.** The Board shall have the right to construe the provisions of this Declaration. In the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

16.5. **Invalidity.** The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

16.6. **Headings.** The headings of the Articles and Sections are for conveyance only and shall not affect the meaning or construction of the contents of this Declaration.

16.7. **Gender.** Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural and vice versa.

16.8. **Conflict.** In the event of a conflict between the restrictions or any one or more of them and the restrictions of any Declaration which may be recorded subsequent to this Declaration or in the Code of Regulations or Articles of Incorporation, the more restrictive restriction, covenant, condition, easement or other obligation shall control.

IN WITNESS WHEREOF, Valore Properties, Inc. has caused this Declaration to be signed this 1ST day of MAY ~~August~~, 2008 by ANTHONY M. VALORE, its PRESIDENT.

Valore Properties, Inc.

by: [signature]

STATE OF OHIO)
) ss:
COUNTY OF ~~LORAIN~~ CUYAHOGA)

The foregoing instrument was acknowledged before me, this 1ST day of MAY ~~August~~, 2008 by ANTHONY M. VALORE, PRESIDENT of Valore Properties, Inc., an Ohio limited liability company, on behalf of the company.

[signature]
Notary Public

Dianne E. Rhodes
My Commission
Expires 5 27 09

EXHIBIT A

LEGAL DESCRIPTION

HAMPTON PLACE SUBDIVISION NO. 1

March 26, 2008

Situated in the City of North Ridgeville, County of Lorain and State of Ohio and known as being part of Original Ridgeville Township Lot Nos. 29, as recorded in Lorain County Records and being bounded and described as follows:

Beginning at the monument box found at the intersection of the centerline of Stoney Ridge (Ridgeville-Lorain Rd.) (60 feet wide) with southerly line of P.P. No. 07-00-029-000-005;

Thence North 88°54'23" East, along the said southerly line, a distance of 2042.82 feet to a point;

Thence North 00°09'53" East, a distance of 1137.01 feet to a point;

Thence South 89°52'30" East, a distance of 6.37 feet to a point, said point also being the Principal Place of Beginning for the parcel herein described;

Thence North 00°05'49" West, a distance of 711.28 feet to a point;

Thence South 89°14'09" East, a distance of 1121.11 feet to a point on the centerline of Avon Belden Road (Width Varies);

Thence South 00°28'57" West, along the said centerline, a distance of 90.00 feet to a point;

Thence North 89°14'09" West, a distance of 260.00 feet to a point;

Thence South 00°28'57" West, a distance of 85.00 feet to a point;

Thence South 89°14'09" East, a distance of 260.00 feet to a point on the said centerline of Avon Belden Road;

Thence South 00°28'57" West, along the said centerline, a distance of 523.78 feet to a point;

Thence North 89°52'30" West, a distance of 1113.93 feet to the Principal Place of Beginning, and containing therein 765,752 square feet (17.5792 acre) of land, be the same more or less, but subject to all legal highways and easements of records.

This description was prepared by Suhail & Suhail, Inc.

EXHIBIT B

LEGAL DESCRIPTION

REMAINDER PARCEL

March 26, 2008

Situated in the City of North Ridgeville, County of Lorain and State of Ohio and known as being part of Original Ridgeville Township Lot Nos. 29 & 32, as recorded in Lorain County Records and being bounded and described as follows:

Beginning at the monument box found at the intersection of the centerline of Stoney Ridge (Ridgeville-Lorain Rd.) (60 feet wide) with southerly line of P.P. No. 07-00-029-000-005, said point also being the Principal Place of Beginning for the parcel herein described;

Thence North 31°43'32" West, a distance of 91.42 feet to a point;

Thence North 63°34'59" East, a distance of 291.76 feet to a point;

Thence North 31°51'23" West, a distance of 150.00 feet to a point;

Thence South 63°33'49" West, a distance of 101.76 feet to a point;

Thence North 31°38'34" West, a distance of 244.00 feet to a point;

Thence South 63°33'56" West, a distance 190.00 feet to a point on the centerline of Stoney Ridge (Ridgeville-Lorain Rd.);

Thence North 31°43'32" West, along the said centerline, a distance of 1156.79 feet to a point;

Thence North 58°31'03" East, a distance of 131.78 feet to a point;

Thence North 89°33'56" East, a distance of 1682.87 feet to a point;

Thence North 00°44'30" West, a distance of 722.29 feet to a point;

Thence South 89°12'18" East, a distance of 1142.00 feet to a point;

Thence South 00°29'18" West, a distance of 297.61 feet to a point;

Thence North 89°14'09" West, a distance of 10.81 feet to a point;

Thence South 00°05'49" East, a distance of 711.28 feet to a point;

Thence North 89°52'30" West, a distance of 6.37 feet to a point;

Thence South 00°09'53" West, a distance of 1137.01 feet to a point;

Thence South 88°54'23" West, a distance of 2042.82 feet to the Principal Place of Beginning, and containing therein 4,358,688 square feet (100.0617 acre) of land, be the same more or less, but subject to all legal highways and easements of records.

This description was prepared by Suhail & Suhail, Inc.