

**AMENDED AND RESTATED
DECLARATION OF
RESTRICTIONS, RESERVATIONS & COVENANTS FOR LORIEN WOODS SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS, RESERVATIONS & COVENANTS FOR LORIEN WOODS SUBDIVISION (this "Declaration") is made, executed, and delivered this ____ day of _____, 2019, at the County of Geauga, and State of Ohio, by Lorien Woods Incorporated, an Ohio corporation (hereinafter referred to as "Grantor"):

WITNESSETH

WHEREAS, Grantor is the Owner of the parcels of real estate described in Exhibit "A" attached hereto and hereby made a part hereof (hereinafter collectively referred to as the "Premises"); and

WHEREAS, Grantor has established a general plan for the improvement and development of the Premises including the construction of single family residential dwellings upon various portions of the Land recorded in Volume(s) _____ Page (s) _____ of the Map Records of the Recorder's Office of Geauga County, Ohio; and

WHEREAS, in connection with Grantor's desire to (a) utilize a portion of the real estate for the common benefit of all of the owners and occupants of the Subdivision (as hereinafter described), and to landscape and preserve in its natural state a portion of the real estate as Grantor shall from time to time determine, and (b) to establish a general plan for the use, occupancy, and enjoyment of the Subdivision, for the preservation of the value and amenities of the Subdivision, for the preservation of the value and amenities of the Subdivision, and for the maintenance of the common areas which Grantor may designate for the benefit of all owners and occupants, and, in connection therewith, to subject the Premises described in Exhibit "A" now owned by the Grantor to certain restrictions, covenants, charges, liens, and obligations, Grantor made and adopted that certain Declaration of Restrictions, Reservations & Covenants for Lorien Woods Subdivision dated December 14, 1989, recorded with the Recorder's Office of Geauga County, Ohio in Volume 843, Page 226, as amended by (i) that certain First Certificate of Amendment to Declaration of Restrictions, Reservations & Covenants for Lorien Woods Subdivision dated _____, recorded with the Geauga County, Ohio Recorder's Office in Volume 82, Page 882, (ii) that certain Second Certificate of Amendment to Declaration of Restrictions, Reservations & Covenants for Lorien Woods Subdivision dated December 29, 1997, recorded with the Geauga County, Ohio Recorder's Office in Volume 1136, Page 279, (iii) that certain Third Certificate of Amendment to Declaration of Restrictions, Reservations & Covenants for Lorien Woods Subdivision dated September 6, 2001, recorded with the Geauga County, Ohio Recorder's Office in Book 1401, Page 827, and (iv) that certain Fourth Certificate of Amendment to Declaration of Restrictions, Reservations & Covenants for Lorien Woods Subdivision dated October 16, 2003, recorded with the Geauga County, Ohio Recorder's Office in Book 1701, Page 373 (collectively, the "Original Declaration"); and

WHEREAS, Grantor hereby desires to amend and restate the Original Declaration in its entirety as hereinafter set forth.

NOW, THEREFORE, Grantor shall and does hereby declare that for the benefit of present and future owners, the Original Declaration is hereby amended and restated in its entirety as hereinafter set forth, and the Premises described in Exhibit "A" and such additions to said real estate as may be hereafter made pursuant to the terms hereof, are and shall be held, used, occupied, transferred, sold and/or conveyed subject to the following restrictions, reservations, conditions and covenants:

ARTICLE I

DEFINITIONS

1. **LAND**. The term "Land" shall mean initially, the real estate described in Exhibit "A", and only the real estate described in Exhibit "A" shall be subject to this Declaration on the Recording Date. If Grantor elects to make additions to the Land pursuant to Article I, Section 2 and Article VI, Section 1, upon recording of an Amendment Certificate (as hereinafter defined), such addition shall be included within the definition of "Land." If Grantor elects to remove a portion of the Land from the terms of this Declaration pursuant to Article I, Section 2 and Article VI, Section 3 hereof, then upon the recording of an Amendment Certificate, such portion of the land so removed from this Declaration shall not be included within the definition of the term "Land."

2. **LORIEN WOODS**. The term "Subdivision" as used herein shall mean the Land described in Exhibit "A" and any additional real estate abutting or adjacent to any portion of the Land that Grantor elects to become subject to the terms and provisions of this Declaration. Grantor, however, shall have the right to remove any portion of the Land from the terms set forth herein, and, if any portion of the Land so removed shall not be part of the Subdivision. Grantor shall evidence its election to make additions to the Land or to remove any portion of the Land from the terms hereof by executing a written instrument, in recordable form, setting forth therein its election to add to or remove portions of the Land and describing in such written instrument that portion of the Land to be added or removed from the Subdivision.

3. **OWNER**. The term "Owner" shall mean any person who acquires title to a Lot subject to this Declaration, other than Grantor and persons, firms, or corporations which acquire any part of Land free from obligations of this Declaration, as provided in Article VI, Section 3 of this Declaration.

4. **SUBLOT**. The term "Sublot" shall mean that portion of the Land upon which a House is constructed or is to be constructed, and all Sublots are depicted on the Plat (as such term is hereinafter defined). Each Deed to an Owner shall include a legal description of the Sublot conveyed to such Owner, and the Owner shall have fee simple title to the Sublot described in Grantor's deed subject to all conditions, easements, and restrictions of record, including, without limitation, those set forth in this instrument, as of the date of the conveyance of the Sublot. The term "Lot" shall have the same meaning as "Sublot" when referred to herein.

5. **HOUSE**. The term "House" shall mean the single family dwelling which may from time to time be constructed upon a Lot.

6. **COMMON AREAS**. The term "Common Areas" shall mean that portion of the Land which the Grantor from time to time may designate to remain undeveloped or used for private drives,

streets, roads, amenities, walkways, landscaping, areas such as Cul-de-sacs, Retention or Detention Areas, Lakes, Pool area, Common area, and the common parking areas and which will be owned by Grantor for the benefit of the Owners, and which will be transferred by the Grantor to the Association pursuant to the terms of this Declaration.

7. **ASSOCIATION**. The term “Association” shall mean an Ohio not for profit corporation organized by Grantor for the admission of the Common Areas and the enforcement of the terms of this Declaration.

8. **AMENDMENT CERTIFICATE**. The term “Amendment Certificate” shall mean a written instrument executed, acknowledged, and delivered by Grantor in recordable form and filed for record with the Recorder’s Office of Geauga County, Ohio, providing that additional real estate adjoining the Land will become subject to this Declaration, providing for the removal of any portion of the Land from the provisions of this Declaration, and/or providing for an amendment, addition, or deletion of any term of this Declaration. Each Amendment Certificate shall contain the volume and page number of this Declaration and of any prior Amendment Certificate(s).

9. **DECLARATION**. The term “Declaration” shall mean this instrument as the same is filed for record on the Recording Date and as the same is from time to time amended as provided in Article I, Section 8 hereof pursuant to Amendment Certificates. As noted hereinabove, this Declaration amends and restates the Original Declaration in its entirety.

10. **RECORDING DATE**. The term “Recording Date” shall mean the date this Declaration is filed for record with the Recorder’s Office of Geauga County, Ohio.

11. **ASSOCIATION EXPENSES**. The term “Association Expenses” shall mean all costs, fees and charges, including without limitation:

- a.] All management fees or charges for the repair, care, maintenance and management of the Common Areas;
- b.] All costs for capital replacements or capital repairs or major repairs for the Common Areas;
- c.] All payments to employees or agents for services in the care, repair, maintenance, management and operation of the Common Areas;
- d.] All insurance premiums for public liability insurance maintained by the Association for the Common Areas;
- e.] All professional fees to advisers of the Association in connection with the management and operation of the Association;
- f.] All real estate taxes and assessments, general and special, which encumber all or any part of the Common Areas;
- g.] All personal property taxes with respect to any personal property owned by the

Association;

- h.] All costs for maintenance, repair and snow removal for any private streets, drives, amenities, and walkways. Notwithstanding the foregoing, to the extent that the maintenance, repair and snow removal is provided by a city without charge, then the same shall not constitute an item of Association Expenses provided; however, Grantor specifically represents that the city and/or other governmental authority may not provide the necessary maintenance, repair and snow removal and to the extent that the same are not provided, then the same shall constitute an Association Expense.
- i.] Any and all costs, expenses or charges for the landscaping, lawn service, shrubbery service and general landscaping care of the Common Areas.
- j.] All electricity and/or natural gas for, and all maintenance for, all outdoor lighting within the Subdivision, except any lighting situated within a Lot and which is not within any right of way, easement or common area or other area as may be designated by the Association.

The foregoing enumeration of items which shall constitute Association Expenses are by way of illustration and not by way of limitation, and Association Expenses shall include each, every, and all expenditures, assessments, or reserves required to be made by the Association to benefit the Subdivision so as to repair, maintain, and care for the Common Areas within the Subdivision and the same may include special assessments made by the Association.

12. **PLAT.** The term "Plat" shall mean the drawing depicting the entire Premises and easements, rights of way, and restrictions encumbering and appurtenant to the Land, as approved by the County of Geauga, Ohio, being recorded in Volume(s) _____ Page(s) _____ of Map Records of Geauga County, Ohio. A reduced copy of the Plat(s) is attached hereto and marked Exhibit "B" and is hereby incorporated into and made a part of this Declaration.

13. **BOARD OF TRUSTEES.** The term "Board of Trustees" shall mean the Board of Trustees of the Association as set forth herein in Article VIII, Section 2. Approvals, or any other necessary consents, herein required by the Board of Trustees shall require a majority vote of the Board.

ARTICLE II

GENERAL RESTRICTIONS

1. **PETS, LIVESTOCK, ETC.** No livestock of any kind shall be permitted on any Sublot. Pets of a usual and customary nature may be kept on any Sublot provided that the same are not permitted to run at large and enter upon adjacent Sublots and/or Common Areas or otherwise be permitted to become effective to the occupants of other Sublots. No more than two pets shall be allowed. The Owner of a lot with pets shall have installed along with the landscaping a device known as an invisible fence to contain the Owner's pet. In the event a pet is purchased after occupancy the Owner shall have thirty (30) days to have installed an invisible fence. All pets being walked will be kept on a leash and all litter will be cleaned and removed to the Owner's premises.

2. **NOXIOUS ACTIVITIES.** No noxious or offensive activity shall be carried upon, and no oil or gas well shall be drilled or maintained upon, any part of the Land. No nuisance, and no gas or oil derrick, sign, billboard or other advertising device (except a reasonable sign as defined in Article II, Section 5 herein) shall be erected, placed or suffered to remain upon any part of the Land. No part of the Land shall be used in any way or for any purpose which endangers the health or unreasonably disturbs the quiet of the neighborhood. Nothing shall be done upon any part of the Land which may be or become a nuisance or annoyance to the neighborhood or the Subdivision. No spirituous, vinous, and/or fermented liquors shall be manufactured or sold, either at wholesale or retail, upon any part of the Land. No place of public entertainment or resort, of any character, or meeting place of sexual deviates such as “swingers” (as determined solely by the Association), shall be established, conducted, or suffered to remain upon any part of the Land.

3. **GARBAGE AND TRASH.** All garbage and trash receptacles, oil or bottled gas tanks, and similar containers shall be inside of a structure, placed underground, or screened that they shall not be visible by any person not physically present on the Sublot. No Owner shall allow trash or garbage to accumulate on any Premises except in containers that are emptied periodically. No Owner shall place any garbage or trash receptacles outside for collection by a waste management company prior to 6:00 PM EST the evening immediately before the scheduled collection or “pick-up” date by such waste management company. Each Owner shall cause its garbage or trash receptacles to be placed back inside of a structure, placed underground, or screened as required by this Section before the end of the day that collection or “pick-up” occurred.

4. **OUTDOOR CLOTHES DRYING.** No outdoor clothes drying shall be permitted on any Sublot.

5. **SIGNS.** No signs or billboards shall be permitted upon the Land other than standard “For Sale” signs. Such signs shall not exceed twelve (12) square feet in area except the principal signs erected by the Declarant or the Developer at the entrance of the Subdivision.

6. **ONE BUILDING – SINGLE FAMILY.** Each Sublot shall be used for single family residential purposes only. No more than one Living Unit may be erected on any Sublot. No outbuilding, storage sheds, or detached garages can be built on any Sublot.

7. **PARKING AND TEMPORARY PARKING.** No boat, trailer, airplane, junk car, unlicensed vehicle or recreational vehicle shall be parked on any part of a Sublot, except that a boat, truck, trailer or recreational vehicle may be parked on the driveway for the limited purpose of loading and unloading the same and a boat, truck, trailer, unlicensed vehicle and recreational vehicle may be parked inside the garage of any House. Temporary structures or trailers of any kind are prohibited provided, however, that this restriction shall not prohibit construction trailers or temporary construction structures used in connection with the building of an Owner’s House. Recreational vehicles, truck campers, motor homes, trailers, boat trailers, and the like shall not be kept stored on any Sublot unless fully contained within enclosed garage.

8. **SATELLITE DISHES.** No large satellite dishes, antenna or other large exterior communications device shall be permitted on any Sublot. *Any Owner who wishes to place a satellite dish on a sublot and not attached to the House must make attempts to provide sufficient landscaping*

planted to obscure the dish from view. Owners who are erecting small satellite dishes on their House shall attempt to place the dish in a location which is not visible from the street. No television or radio antenna, transmitter, receiver or other communications device shall be erected upon any building, structure or Sublot unless its design and location have been previously approved by the Lorien Woods Homeowners Association Board.

9. **NO BUSINESS MAY OPERATE OUT OF A HOUSE.** No model houses except for those constructed by Grantor shall be permitted.

ARTICLE III

ARCHITECTURAL RESTRICTIONS

1. **REQUIRED APPROVAL.** No buildings or other structures shall be erected until the plans, working drawings with all elevation reflected thereon, and specifications, including a plot plan showing the location of the buildings or other structure, terraces, patios, walls, fences, driveway property lines and setback, is submitted to and approved by the Board of Trustees of the Association. No alteration in the exterior appearance of any building or structures shall be made without like approval. No out buildings or *barns* are allowed to be built on any lot. *Storage sheds of 12 feet by 12 feet or less are permitted provided that the all steps are taken to ensure that the shed is not visible from the street and from neighboring sublots. The exterior of the shed and the placement of the shed on the sublot shall be approved by the Lorien Woods Homeowners Association Board. Failure to obtain approval may result in the Lorien Woods Homeowners Association Board requiring removal of the shed.* An example of a topo map can be obtained from the Trustees. All information shown on the example must be supplied in order for an approval by the Board of Trustees of Lorien Woods. A permit issued by the board of Trustees must be obtained before applying for the County building permit. The issuance of a building permit by the Geauga County Building department shall not limit the enforcement of these provisions. All materials for construction are subject to the approval of the Board of Trustees of the Association and shall be appropriate to the style of architecture. Any change to the structure or color of the building at any time after occupancy occurs must be approved by the Board of Trustees.

2. **HOUSE SIZE REQUIREMENTS.** Each House constructed upon a Sublot after [April 30], 2019, shall contain at all times not less than thirty-two hundred (3,200) square feet of space utilizable by the occupants thereof for living space and exclusive of any attics, basements, breezeways, garages, porches, patios or other enclosed areas not heated for year-round living. Any House constructed upon a Sublot prior to [April 30], 2019, are exempt from the aforementioned house size requirement but shall contain at all times not less than twenty-eight hundred (2,800) square feet of space utilizable by the occupants thereof for living space and exclusive of any attics, basements, breezeways, garages, porches, patios or other enclosed areas not heated for year-round living. Each House must have a full basement either 11 or 12 courses in height.

3. **GARAGES.** All garages shall be attached to the Living Unit and shall have minimum inside dimensions of twenty-three (23) feet by twenty-three (23) feet and will be a minimum of two (2) cars. Each garage shall be equipped with an automatic garage door opener and the garage door shall be kept closed when not in use. All garage doors must face either the side or rear of the property and will not be visible from the road.

4. **FOUNDATION MATERIALS.** Any and all areas of exposed foundation must be covered or veneered with decorative brick or stone.

5. **LANDSCAPING; LAWN MAINTENANCE.** The owner of a House must install landscaping and foundation plantings within six months of the date of occupancy, but no later than nine months after the start of construction of a House *unless the Lorien Woods Homeowners Association Board extends these time limits for good cause shown.* The landscaping shall be consistent with the other Houses within Lorien Woods Subdivision. An Owner or the landscaper shall not use a vacant subplot for the dumping of debris, or grass clippings. Any landscaping, bushes, trees, mounds, beds that were installed by the Grantor or their agents may not be removed or modified. In the event any existing plant material that was installed or natural growth that may be existing shall die, the Owner shall cause to have replaced with a like plant material. A minimum tree that may be replaced will be of four (4") caliper. All scrub in the front and side of a house must be removed. Trees smaller than two inches (2") are to be removed in order to give the appearance of a manicured lawn. An Owner, landscaper or other person hired to perform outside work at a House shall not commence work before 7:30 AM EST and shall conclude all work by 8:00 PM EST.

6. **UTILITIES.** All utilities, including, but not by way of limitation, storm sewers, sanitary sewers, natural gas lines, water lines, electrical lines, telephone lines, cable television, etc., shall be installed underground. Geauga County SWCD personnel are hereby granted access (ingress and egress) for periodic inspections of all permanent storm water facilities. Any alterations of any permanent storm water facility by the Owners of any Lot or the Association must receive written approval from Geauga County SWCD.

7. **DRIVEWAY AND SIDEWALKS.** All driveways shall be composed of asphalt *or concrete and kept in good condition at all times.* Owner shall keep the street on which said Sublot abut free and clear of any accumulation of any mud or debris occasioned by construction or site work on about the Sublot by Owner, his subtrades or laborers. Upon the failure of the Owner to keep said street cleaned as hereinbefore stated, the Association after two (2) days written notice to the Owner, shall have the right to remove said debris and rubbish and charge the Owner for the reasonable cost hereof, including, if necessary, the cleaning and flushing of sanitary and storm sewers and catch basins.

8. **ROOF PITCH.** All buildings shall have a sloping roof with a minimum pitch of six (6) to twelve (12) and a maximum of fifteen (15) to twelve (12). The highest point of the roof shall be considered at the ridge pole, which shall be located near the center line of the building, and the roof shall fall toward the outside of the exterior perimeter of the building, the low line of the roof overhangs shall not extend beyond the wall more than eighteen (18) inches except in special cases where the extension serves the purpose of shelter over a doorway.

9. **CHIMNEY.** Every House shall have not less than one (1) chimney for the purpose of venting products of combustion, the exterior exposed portion of such chimney shall be constructed of brick.

10. **SIDING AND ROOFING.** Any material(s) used for exterior siding on a House must be used consistently around the entire perimeter of the House except for any brick and/or masonry

accents, highlighting or decorating. The exterior color including any trim color detail must be submitted along with the construction (Article III-1) drawings. The actual colors are to be submitted on a sample piece of material in all instances.

11. **MAILBOXES**. The size, materials, and location of any and all mailboxes must be *consistent with the quality of the neighborhood, kept in good condition at all times, and are subject to review by the Lorien Woods Homeowners Association Board*, subject to appropriate governmental regulations and shall be uniform throughout.

12. **STREETLIGHTS**. *Exterior light posts may be installed by the Owner in a uniformly prescribed size, style, material, color and location contemporaneously with the completion of construction of a House upon each Sublot or thereafter.*

13. **FENCES**. No fence, solid or living, exceeding the height of three (3) feet may be erected or placed, or permitted on any Sublot or on the property line in front, from the front line property line to the building line unless approved by the Board of Trustees. From the building line or setback line to the rear property line, fences may exceed three (3) feet only if approved by the Board of Trustees if it is satisfied as to both decorative and aesthetic values and finds necessary to the safety of residents. Cyclone fences may not be used for any reasons.

14. **MAINTENANCE**. No unsightly growth such as weeds, underbrush or the like, shall be permitted to grow or remain upon any lot and no refuse piles or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. The natural wooded and ground cover conditions or portions of the Sublot may remain provided that they are aesthetically pleasing to the appearance of the Subdivision as a whole. The underbrush between any two inch (2") caliper trees in the front and side of the yards shall be cleared and cleaned by the Owners or their landscapers. In the event that any Owner shall fail or refuse to keep his Sublot free from weeds, underbrush, or refuse piles, or other unsightly growths of objects, the Declarant or Association shall have the right upon fourteen (14) days written notice to the offending Sublot Owners, to add such expense to the assessment charged to the Sublot. Any tree over 3" caliper may not be removed unless it interferes with the construction of the building. Any natural growth above 4" caliper that dies must be replaced with a like kind at the Owner's expense with a 4" minimum caliper tree.

ARTICLE IV

UTILITY USAGE

Electricity or natural gas for lighting in the Common Areas of the Subdivision will be connected to one or more meters separately established by Grantor and placed in the name of the Association; and the charges for such electricity and gas shall be an Association Expense.

ARTICLE V

ENFORCEMENT

Grantor reserves unto itself, its successors and assigns so long as Grantor owns any part of the

Land and one (1) year thereafter to the Association, the right, in case of any violation or breach of any of the terms of this Declaration, either to restrain such violations or breach and/or to recover damages therefore, or to enter the property upon or as to which such violation or breach exists and summarily to abate and remove the same at the expense of the Owner thereof, any erection, thing, or condition that may be or exist thereon contrary to the intent and meaning of the terms of this Declaration, and Grantor and/or the Association shall not be reason thereof be deemed guilty of any manner of trespass for such entry, abatement, or removal. Failure of Grantor or the Association to enforce any of the terms of this Declaration shall in no event be construed, taken, or held to be in any manner a waiver thereof, or acquiescence in or any consent to any further or succeeding breach of violation of the terms of this Declaration and Grantor and/or the Association shall at any and all times have the right to enforce the terms hereof and to prevent any other violations and breaches of this Declaration; however, the failure, refusal neglect of Grantor and/or the Association to enforce the same Declaration shall in no manner and to no extent whatsoever make the Grantor and/or the Association liable in connection therewith.

ARTICLE VI

OTHER REAL PROPERTY

1. **OTHER REAL PROPERTY**. The restrictions imposed by this Declaration are initially imposed upon the Land and may at a later date be imposed upon other real property designated by Grantor by Grantor's execution of an Amendment Certificate. Grantor shall have the right to withdraw any portion of the Land from the obligations of this Declaration by the execution and recording of an Amendment Certificate. Grantor may acquire real property adjacent to the Land, and nothing set forth or contained in this Declaration shall represent a promise or representation by Grantor that such real property acquired by Grantor or any affiliate of Grantor shall become part of the Subdivision and/or shall be subject to the Declaration and Grantor hereby retains the absolute right to elect not to include any additional real property as part of the Land and/or to include such additional real property to be subject to this Declaration.

2. **TEMPORARY NONCOMPLIANCE**. Grantor and its successors and assigns, and those persons, firms or corporations acting at Grantor's direction, shall have the right during the course of developing, improving, and constructing the Subdivision to violate temporarily the terms and provisions of this Declaration including, but without limitation, the right to build models of Houses and conduct other sales activities and to post signs advertising the Land, Lots and Houses for sale, and temporarily to establish workhouses, sheds and other facilities for temporary housing if construction activity. The temporary nonconformity with this Declaration by Grantor and its successors and assigns and those designated by Grantor, shall not be deemed to be a violation or breach of this Declaration and shall not operate in any manner whatsoever to relieve the Owners from the obligation of conforming to the terms of this Declaration. Other lot owners may not erect model homes. No business activity. Standard open houses only limited to one per week.

3. **REMOVAL**. Grantor shall have the right to remove from the imposition of this Declaration any portion of the Land, and to use or transfer such removed Land as Grantor, in its sole discretion, may determine.

4. **DISPOSITION OF LOTS**. Grantor and its successors and assigns and those persons of

firms designated by Grantor shall have the right to convey Lots to persons, firms or corporations without having first constructed Houses thereon; however, any person, firm or corporation to which a Lot shall have been conveyed shall and by the acceptance of a deed for such a Lot agrees to, construct a House upon the Lot within one (1) year from and after the date of the conveyance of the Lot so such person, firm or corporation. If such person, firm or corporation fails to commence construction of a House upon the Lot so conveyed within such one year period, the Grantor shall have the right but shall not be obligated, to repurchase the Lot from the then Owner thereof for the same purchase price paid by such person, firm or corporation to Grantor. Any Lot conveyed by Grantor without a House thereon shall be nonetheless subject to each, every, and all of the terms of this Declaration. No business to be run out of Houses.

ARTICLE VII

COMMON AREAS

LANDSCAPE AREAS, RETENTION OR DETENTION AREAS,

COMMON AREAS, LAKES AND POOL AREAS

1. **LOCATION.** Grantor reserves the right to use such portions of the Land for Common Areas for the use and enjoyment of all of the Owners and to restrict from construction upon that portion of the Land so reserved any dwelling, and to provide that the part of the Land so reserved shall remain in its natural state or landscaped or retained for park purposes for the use and enjoyment of all of the residents and occupants of the Subdivision. The part of the Land so reserved, shall be so designated from time to time by Grantor through the execution and recording of an Amendment Certificate(s) and/or Future Plats which shall specifically identify the part of the Land established as the Common Areas and shall state how the Common Areas shall thereafter be Common Areas and shall be retained and owned by Grantor for a period of fifteen (15) years from and after the Recording Date and upon the expiration of said 15-year period (or at such earlier date as Grantor in its discretion determines), Grantor shall transfer and convey, by quit-claim deed without representation or warranty, all of Grantor's right, title and interest in the Common Areas to the Association; provided, however, Grantor shall release and discharge any mortgage or other monetary lien created by it upon the Common Areas at the time of such transfer. Nothing contained herein shall limit, restrict or impair Grantor's absolute right during the aforesaid period during which Grantor has the right to retain title to encumber all or any portion of the Common Areas. In addition to retaining the portions of the Common Areas for the purposes and uses hereinabove set forth, Grantor shall have the right to designate portions of the Common Areas for the location of utilities, utility boxes and other utility apparatuses and to designate portions of the Common Areas, for the locations of private roads, drives, streets and private walkways for vehicular and pedestrian purposes and for common or specific parking purposes.

2. **MAINTENANCE.** Except as provided in Article XI hereof, the cost of the maintenance, management and care of the Common Areas shall be an Association Expense as set forth and provided in Article X hereof.

3. **EMINENT DOMAIN.** If all or any part of the Common Areas shall be taken by any public authority or a power of eminent domain or any other power or authority similar thereto, or if any public or private authority having such eminent domain powers or powers similar thereto request that all or any portion of the Common Areas to be taken for such public uses as are permitted by law,

then the Board of Trustees of the Association shall have the right to compromise and or accept from such public authority or other authority having such eminent domain powers or similar powers amounts offered for the portion of the Common Areas which public or private authority desires to take, whether on a temporary or permanent basis, and the President and Secretary of the Association by direction of a majority vote of the Board of Trustees of the Association shall have the right to execute documents, instruments, and deeds of conveyance as may be required to grant to the public authority, or other authority having such eminent domain powers, the portion of the Common Areas which are to be so appropriated. Each Owner waives any right which the Owner may have to participate in such proceedings and/or negotiations in compromise of such proceedings all of such rights being reserved exclusively to the Association. All proceeds received from such eminent domain proceedings shall be the exclusive and sole property of the Association and shall be used to augment the funds of the Association, The Board of Trustees from time to time by the majority vote, shall determine whether to retain proceeds or distribute the proceeds amongst the Owners as and in whatever amount and in whatever proportion the Association fairly and justly determines by action of its Board of Trustees. No Owner may make any individual claim for any interest in any such proceeds. Any and all amounts due for the taking of any portion of a Lot shall be the exclusive property of the Owner and the Association shall have no right, title or interest therein.

ARTICLE VIII

ASSOCIATION

1. **FORMATION OF ASSOCIATION.** Grantor shall cause to be formed an Ohio corporation not for profit, to be known as the Lorien Woods Homeowners Association, to provide for the administration, maintenance, and care of the Common Areas. The Association shall further provide for the enforcement of the covenants and restrictions contained in this Declaration after Grantor's rights with respect thereto have expired. The Association shall collect and disburse the assessments and/or charges for Association Expenses as provided herein. Each Owner upon acquisition of the record title to a Lot shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of the Lot at which time the new Owner of such Lot shall automatically become a member of the Association. Each member shall be entitled to one vote for each Lot to which such Owner holds fee simple title, so that there shall be one vote for each Lot. LORIEN WOODS, INC., will have three (3) votes for each Lot for which it holds title.

2. **BOARD OF TRUSTEES.** The Board of the Association shall consist of five (5) persons *subject to the terms and conditions in the Lorien Woods Homeowners Association Bylaws.* The members of the Board of Trustees other than members designated by Grantor shall be either Owners of the Lots or an adult spouse of an Owner of a Lot so long as such spouse is then residing in the House on such Lot. The Board of Trustees shall exercise the powers, discharge the duties, and be vested with the rights conferred upon them by the operation of law and by the terms of this Declaration, provided, however, that in the event any such power, duty, or right shall be exercisable or discharged by or be vested in an officer or member, such person shall be deemed to act in that capacity to the extent required to authenticate his acts and to carry out the purpose of the terms and provisions of this Declaration.

3. **ADMINISTRATION BY ASSOCIATION.** Subject to the rights retained by Grantor

pursuant to the terms of this Declaration, the administration of the Common Areas and of the covenants and restrictions contained in this Declaration, shall be by the Associations and shall be in accordance with the terms and provisions of this Declaration. Each Owner, or occupant of a House and/or of a Lot shall comply with the provisions of the general law, this Declaration, the By-Laws of the Association, and other rules and regulations of the Association, and the decisions and resolutions of the Association or its representatives, all as lawfully amended from time to time, and failure to comply with any such provisions, rules, regulations, decisions or resolutions shall be grounds for an action to recover sums due as and for damages, and/or for injunctive and/or other appropriate relief.

4. **RIGHTS OF ASSOCIATION.** Whenever the terms of this Declaration permit the Grantor to exercise its approval or exercise its rights or discretion, such approval or discretion may be exercised in writing by the Grantor during the first fifteen (15) years from and after the recording date, and thereafter such approval shall be given by the Association, unless Grantor has completed the sale of all Lots and all areas to be used within the Subdivision within such fifteen (15) year period, in which case the time period within which Grantor's approval or exercise of rights is required shall continue for a period of one year after the date of the last sale by Grantor of a Sublot and/or land for a single-family dwelling unit in the Subdivision, and thereafter such approval shall be given by the Association.

ARTICLE IX

USE OF COMMON AREAS **RETENTION, DETENTION, LANDSCAPE AREAS**

1. **UNIMPROVED COMMON AREAS.** Each Owner shall have the right to use the Common Area in common with all other Owners, *provided that the Owner is in good standing and current with Owner's dues.* Such rights shall extend to the Owner and the members of the immediate family, guests, visitors and other authorized occupants of Houses. The use of the Common Areas, and the rights of the Owners with respect thereto, shall be subject to and governed by the terms and provisions of this Declaration and the By-Laws of the Association, and the proper actions, resolutions and proceedings of the Association. The Association shall have the right to establish rules and regulations regarding the use of the Common Areas including the imposition of limitations on the use thereof by Owners, guests and visitors of the Owners or other occupants of Houses.

ARTICLE X

CARE OF COMMON AREAS **LAKES, RETENTION, DETENTION, LANDSCAPE AREAS,** **POOL, PAVILION, OR FENCE STRUCTURE**

1. **ASSOCIATION'S OBLIGATIONS.** Except as otherwise provided in this Declaration, the management, maintenance, repair and alteration of the Common Areas and all other areas designated herein (see Article X, Section 2) shall be the responsibility of the Association and the Association is hereby granted the right of ingress and agrees upon any area of the Premises to perform such obligations. The Association may delegate all or any portion of its authority to discharge such responsibility to an agent. Subject to the provisions of Article VIII hereof, the Board of Trustees of the Association shall have the power and authority to hire an agent for a period not to exceed two (2)

years, and to authorize such agent to enter into any contracts which are necessary for the comfort and convenience of the Owners. The Association may deem it desirable, advisable, prudent, expedient, necessary and/or profitable, from time to time, to share costs and/or expenses which can or may be attributable to one or more parcels of real estate and/or building in the vicinity of the Subdivision, and the Association and/or the Board of Trustees thereof may and hereby authorized to cooperate and enter into contracts and incur obligations together with and in conjunction with other home owners associations, unit owners' associations and/or other persons, firms, corporations, or any other organizations which have an interest in real estate adjoining or in the vicinity of any part of the Land.

2. **COSTS.** Except as otherwise set forth, the cost of the maintenance, care, repair and management of the Common Areas, including any capital repairs, capital replacements and reserves therefor, shall be an Association Expense. Association Expenses shall be paid, collected, and administered in the manner set forth in this Declaration and in the By-Laws of the Association. the Association shall have the primary obligation to maintain the entrance-way to the Subdivision, the landscaping, and the Common Area and improvements without limitations including water spillways, common mounding and foot-trails. The Association shall furnish invoices for all such maintenance, repair and/or replacement, and the same shall be paid within thirty (30) days of tender of such invoice. Failure to promptly pay shall permit the Association to file a lien against the defaulting entity, which lien shall be prepared and be enforceable as the lien against an Owner as set forth in Article X, Sections 6 & 7 hereof.

3. **PAYMENT OF ASSOCIATION EXPENSES.** Until the Board of Trustees of the Association shall take action to the contrary, each Owner, except for Grantor, shall be responsible for and pay Annual Dues owing each year or the fractional portion of the year if a transfer of a lot occurs from the Grantor on the date other than January 1st, as and for the Owner's share of the Association Expense. The amount of the Annual Dues is subject to and will be set and paid in accordance with *the terms and conditions in the Lorien Woods Homeowners Association Bylaws*. At least once each year the Board of Trustees of the Association will establish a budget setting forth the estimate by the Board of Trustees of the total cost and expense which the Association estimated to be the amount of Association Expense which the Association will be required to expend during the following twelve month period. It is expressly understood and agreed, that the Grantor shall not be responsible for Annual Dues based upon Lot ownership.

4. **ASSOCIATION ASSESSMENTS.** The Association shall have the right, by action of its Board of Trustees, to make special assessments against the Land and Lots within the subdivision to pay any Association Expenses which are extraordinary and non-recurring, and any assessments so made shall be deemed to be an Association Expense to be shared and paid by all Owners; provided, however, that any special assessment in excess of Fifteen Thousand Dollars (\$15,000.00) for New Neighborhood Upgrades (as defined below) shall require the approval of a majority of the then Owners. Each Owner shall pay its respective share of any such special assessment for each Lot owned by such Owner. Each Owner's per Lot share of any such special assessments shall be calculated by a fraction, the numerator of which is the total amount of such special assessment and the denominator of which is the total number of Lots in the subdivision (excluding any Lots owned by Grantor which have not been sold). Each Owner's share of any such special assessments shall be due and payable in within sixty (60) days after the Association has declared the special assessment. Any amount collected by the Association for a special assessment in excess of the Association Expenses for which the special assessment was made shall be retained by the Association for future Association Expenses and shall not be returned to the Owners. As used herein, "New Neighborhood Upgrades"

means new subdivision features that do not currently exist at the beginning of the term of the then current Board of Trustees (for the avoidance of doubt, any extraordinary and non-recurring expenses associated with repairing, maintaining and/or care of existing subdivision features will not be deemed New Neighborhood Upgrades).

5. **NON-USES OF FACILITIES.** No Owner may exempt himself from liability for his payments toward the Association Expenses by waiver of the use or enjoyment of any of the Common Areas or by the abandonment of the Owner's Lot. In the event of non-payment of the Association Fees the lot Owner may not use any facility of the Association.

6. **LIEN OF ASSOCIATION.** The Association shall have a lien upon the estate or interest in any Lot and House for the payment of the portion of the Association Expenses, including without limitation, a special assessment against a particular Lot, chargeable against such Lot and House which remain unpaid for *sixty (60)* days after the same have become due and payable and from the time a certificate therefor, subscribed by the President or other officer of the Association, is filed with the Recorded of Geauga County, Ohio, pursuant to authorization given by the Board of Trustees of the Association. Such certificate shall contain a description of the Lot and the name or names of the record Owner or Owners thereof and the amount of such unpaid portion of the Association Expenses. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a court in an action brought to discharge such lien as hereinafter provided. In addition, the Owner of the Lots and/or House and/or any occupant thereof shall be personally liable for the Association Expenses chargeable to the Lot for the period of his ownership or occupancy. The lien establishes pursuant to this Article X, Section 6, shall not have priority over any first mortgage lien which now or hereafter encumbers any portion of the Land, including but not limited to first mortgages which encumber the Lots, and that portion of the Land which is not represented by a Lot will not be subject any lien for Association Expenses. No lien upon the Land shall at any time ever be operative with respect to Land except Land which is designated as a Sublot.

7. **PRIORITY OF ASSOCIATION'S LIEN.** The lien provided for in this Article X for Association Expenses shall take priority over any lien or encumbrance subsequently arising or created, except liens or real estate taxes and assessments and liens of bona fide first mortgages which have been filed for record prior to the time the certificate of nonpayment permitted under Article X, Section 6, hereof, is filed for record, and such liens may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association or by the President or other officer of the Association pursuant to the authority given him by the Board of Trustees of the Association. In any such foreclosure action, the Owner of the Lot and House affected shall be required to pay a reasonable rental for the Lot and House during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association, or its agent, duly authorized by action of the Board of Trustees, shall be entitled to become a purchaser at the foreclosure sale.

8. **INTEREST.** Delinquent Association Expenses shall bear interest at such interest rates as are from time to time established by the Association (which interest rate allowed to be charged to an individual under the laws of the State of Ohio then in effect). Further, the Association shall have the right to establish a late charge for delinquent payments in addition to interest charges. Such interest

and late charges, together with the delinquent amounts, shall constitute a lien held by the Association as provided in Article X, Section 6.

9. **DISPUTE AS TO ASSOCIATION EXPENSES.** Any Owner who believes that the portion of Association Expenses chargeable to his Lot and House, for which a certificate of lien has been filed by the Association, has been improperly charged, may bring an action in the Court of Common Pleas for Geauga County, Ohio, for the discharge of such lien. If it is determined by the Court that such portion of the Association Expenses has been improperly charged, the Court may make such order as just, including without limitation, discharge of record of all or a portion of such lien.

10. **NON-LIABILITY FOR PAST DUE ASSOCIATION EXPENSES.** If a mortgage of a first mortgage of record or other purchaser of a Lot acquires title to the Lot as a result of foreclosure of the first mortgage, or if the mortgagee accepts a deed in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of the Association Expenses or other assessments by the Association Expenses or other assessments by the Association chargeable to such Lot that become due prior to the acquisition of title by such acquirer. Such unpaid share of an Association Expense shall be deemed to be Association Expenses collectible from all of the Owners including that of such acquirer, its successors or assigns.

11. **TRANSFER FEE; LIABILITY UPON VOLUNTARY CONVEYANCE.** At the time of any voluntary conveyance, the grantor shall be responsible to pay to the Association a transfer fee in the amount of \$300. The grantee of a Lot transferred voluntarily shall be jointly and severally liable with the grantor thereof for all unpaid Association Expenses chargeable against such Lot and for the grantor's share of the Association Expenses to the time of the grant or conveyance, without prejudice to the grantee's right to recover from such grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of all unpaid Association Expenses due to the Association from the grantor, and such grantee shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid Association Expenses in excess of the amount set forth in such statement for the period reflected in such statement. As used in this paragraph "grantor" shall include a decedent and "grantee" shall include a legatee or interstate heir of such decedent.

12. **RIGHTS OF FIRST MORTGAGES.** Any first mortgagee of any Lot shall have the right to notify the Association that it desires to receive notice from the Association of any delinquency in the payment by the Owner of such Lot, and upon such request, the Association shall notify the first mortgagee if and to the extent that the Owner of such Lot is delinquent in the payment of Association Expenses and/or Association Assessments. The lien of a first mortgage upon a Lot shall at all times have priority over the lien of the Association for the Association Expenses and the Association Assessments. If at any time a single mortgagee holds a majority of the mortgages upon the Lots, then such mortgagee shall have the right to attend the meetings of the Association on an advisory basis. So long as the Common Area of the Subdivision is encumbered by a mortgage, any change and/or reduction in the plan for the Subdivision shall require the approval of the mortgagee holding a mortgage upon the Common Areas of the Subdivision.

ARTICLE XI

OBLIGATIONS OF OWNERS

1. **OBLIGATIONS**. Each Owner shall be obligated to perform and observe the obligations set forth and provided in this Declaration.

2. **COMMON AREA REPAIR OBLIGATIONS**. An Owner shall repair and replace at his expense all portions of the Common Areas which may be damaged or destroyed by reason of the willful or negligent act or neglect of the Owner or of any other person in the Owner's household or of any invitee, licensee or guest of the Owner. Each Owner shall be responsible for the repair and maintenance of the driveway and the driveway apron servicing his House, and the obligation to repair and maintain the driveway and driveway apron shall include the portion of the driveway and apron that may be situated outside of the Owner's Lot.

3. **MAINTENANCE AND REPAIR OF HOUSE**. Each Owner shall maintain and keep in good condition and repair the entire exterior of his House and cause the same to be repainted and/or resurfaced and/or otherwise maintained in such a manner to permit the Subdivision to consist of residential dwellings of a first-class high quality standard.

4. **LANDSCAPING MAINTENANCE**. Each Owner shall maintain the landscaping, lawn, and shrubbery established by the Owner within his Lot. Any Sublot with a lake thereon shall landscape the five foot area immediately adjacent thereto.

5. **OWNER'S EXPENSE**. All amounts expended by the Owners in providing the maintenance required by this Article XI shall be at the Owner's sole cost and expense. If any Owner shall fail to perform or observe his obligations under this Article XI, the Association shall have the right to perform the same with right of ingress and egress and charge the full amount thereof to the Owner, and such amount so charged by the Association shall be deemed to be a lien of the same class and character as a lien against the Lot for the non-payment of Association Expenses.

ARTICLE XII

INSURANCE

1. **MAINTENANCE OF LIABILITY INSURANCE**. The Association, as an Association Expense, shall insure itself, the Board of Trustees, Grantor, all Owners and members of their respective families and other persons residing with them in their respective Houses, their tenants, and all persons lawfully in possession or control of the Lots, Houses, and Land, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring, in or about, or arising from, the Common Areas and any other portion of the Land to be maintained by the Association. Such insurance shall afford protection to a limit of not less than Three Hundred Thousand Dollars (\$300,000.00) with respect to bodily injury, disease, illness or death suffered by any one person, and to a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) with respect to more than one person on any one occurrence, and to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) with respect to damage or destruction of property arising out of any one occurrence.

2. **OTHER INSURANCE**. The Association, at the discretion of the Board of Trustees, shall have the right to maintain such other property or extended coverage insurance insuring the

Association's property and the Common Areas in such amounts and in such perils for such time periods and under such circumstances as the Association through its Board of Trustees determines is appropriate and in best interest of the Subdivision.

3. **PREMIUMS**. All premiums paid by the Association for any insurance of any kind, nature or description shall be deemed to be an Association Expense and payable as an Association Expense in the manner set forth and provided in Article X hereof.

4. **INSURANCE PREMIUMS**. Any and all insurance proceeds receivable by the Association and/or paid by the Association shall be held by the Association and used for the benefit of the Subdivision, the Common Areas and the Lots as the Board of Trustees of the Association shall from time to time determine, and no Owner of a Lot shall have any right in or to any proceeds of such insurance.

ARTICLE XIII

MISCELLANEOUS

1. **DEVELOPMENT ACTIVITY**. Grantor expressly states that Grantor has not and does not by execution of this instrument make any representation, warranty, or promise as to the time, if ever, that the Subdivision will be complete and the Common Areas will be designated. The designation and development of the Common Areas, if ever, is solely dependent upon the development, progress, and marketing conditions of the Subdivision as the Grantor, in its sole and absolute discretion, shall determine.

2. **ACCEPTANCE OF DEED; LEASES**. Each grantee, by the acceptance of a deed of conveyance from Grantor, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, rights, and powers created or reserved by the terms of this Declaration, and all conditions, restrictions and easements of record, all rights, benefits and privileges of every character hereby granted, created, reserved or declared; and all impositions and obligations hereby imposed shall be deemed to be covenants running with the Land and the Lots and shall bind any person having at any time any interest or estate in the Land or any Lot, and shall inure to the benefit of such Owner in like manner as though the provisions hereof were recited and stipulated at length in each and every deed of conveyance. Each Owner shall insert in any lease for the occupancy of a House a covenant by the lessee to be bound by the terms of this Declaration.

3. **NON-WAIVER OF COVENANTS**. No covenants, restrictions, conditions, obligations, or provisions contained herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

4. **SEVERABILITY**. The invalidity of any covenant, restriction, condition, limitation, or any other provision hereof shall not impair or effect the remainder of the terms and provisions of this Declaration.

5. **RULE AGAINST PERPETUITIES**. If any of the privileges, covenants, or rights established hereby and/or contained in the Association's By-Laws shall be unlawful or void for

violation of the rule against perpetuities or some analogous statutory provision; the rule restricting restraints on alienation; or any other statutory or common law rules imposing time limits, then such provision shall continue only until one (1) day prior to the end of the twenty-first (21st) year after the death of the survivor of the now living descendants of Richard E. Dinallo and Sandra L. Dinallo.

6. **AMENDMENTS.** *Lorien Woods Homeowners Association Board of Trustees* shall and does hereby reserve the right to modify and amend any term, condition or provision contained herein so long as such amendment does not materially and adversely effect and damage any Owner and/or any Lot and House; and, further *the Board* may make such amendments and modifications to this Declaration, the same may be required to permit any mortgage encumbering any part of the Land or Lots to be insured by any agency or instrumentality of any governmental authority, including but without limitation, the Federal Housing Administration, Veteran's Home Loan Administration and/or any other similar Federal or State Agencies, authorities or instrumentalities providing mortgage financing and/or providing insurance for mortgage financing. Such amendment which *the Board* has the right to make may be made without the consent or approval of any Owner and/or mortgagee of any Owner, and all of the same do hereby constitute and appoint *the Board* as the Owner's and/or mortgagee's true and lawful attorney-in-fact to execute for and behalf of the Owner and/or the mortgage such document or instrument as Grantor deems appropriate and necessary to cause such amendment to be made. Such amendment shall be filed for record with the Recorder's Office of Geauga County, Ohio and such instrument of amendment shall make specific reference to the volume and page number at which this instrument is recorded for record with the Recorder's Office of Geauga County, Ohio and shall make further reference to all prior amendments and/or certificates which have been filed by Grantor pursuant to the terms and provisions contained herein. Grantor reserves the right to make modifications, amendments, and approvals for a term of fifteen (15) years from and after the Recording Date; provided, however *the Board*, at its option, exercise in its absolute discretion, shall have the right to delegate and/or grant such authority to the Association at any time prior thereto and the Association agrees to accept the same as and when the Grantor so directs.

7. **COMMON AREA MORTGAGE.** So long as any portion of the Common Areas and/or any portion of the Land, exclusive of Lots, is encumbered by any mortgage, Grantor shall not make any modifications or amendments to this Declaration without the consent of the mortgagee holding the mortgage encumbering the Common Areas and the portion of the Land not constituting Lots. In the event that the mortgagee obtains title to the Common Areas and the aforesaid portion of the Land by deed in lieu of foreclosure, then the mortgagee and the mortgagee's successors shall have all the same rights, powers, privileges and authority as Grantor under and/or in connection with this Declaration.

8. **SCRIVENER ERRORS.** Grantor reserves the right to make such modifications, amendments or revisions to this Declaration as may be necessary to correct or remove any scrivener errors which may appear herein.

9. **NON-LIABILITY OF GRANTOR.** Neither Grantor, nor any other representatives, agents, successors or assigns of Grantor, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to them by or pursuant to the terms of this Declaration whether or not such claim shall be asserted by any Owner, occupant, of a House, or by the Association, or by any person or entity claiming through any of them; nor on account of injury to person or damage to or loss of property wherever located and however

caused. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, or from any part of the Subdivision and/or Common Areas or any part thereof, being or becoming out of repair, or containing any patent or latent defects, or by reason of any acts or neglect of any Owner, an occupant of a House, the Association, and their respective agents, employees, guest, and invitee, or by reason of any neighboring property or personal property located on or about the Subdivision, or by reason of the failure to function or disrepair of any utility service.

10. **LIBERAL CONSTRUCTION**. The provisions of this Declaration shall be liberally constructed to effectuate its purpose of creating a uniform plan for the establishment and operation of a residential development.

11. **INTERCHANGEABILITY OF TERMS**. The singular of any word shall also include the plural of such word, and the masculine gender shall also include the neuter and feminine.

12. **TIME**. The restrictions, rights, reservations, limitations, agreements, covenants and conditions set forth in this Declaration are to run with the Land and shall, except as otherwise specifically set forth in this Declaration relating to Grantor's rights to add other real property or remove property, and to amend the terms of this Declaration, be binding on all Owners of any part of the Land and all persons claiming under them, until December 31, 2019, in any event, and shall be automatically extended beyond such date for successive periods of ten (10) years, unless an appropriate instrument signed by a majority of the then Owners has been recorded agreeing to change said covenants and parts thereof.

13. **ENFORCEABILITY**. The above enumerated restrictions, rights, reservations, limitations, agreements, covenants and conditions shall be for the benefit of and run in favor of and shall be enforceable by any person and the heirs, executors, administrators, successors and assigns, and the Association. It is understood and agreed that all of the foregoing are part of a common and general plan for the development of the Subdivision and the protection of all present and future Owners of any part of the Land.

14. **DISTRIBUTION OF COPIES**. At the request of any Owner, Grantor, for a period during which it has the right to amend this Declaration, shall provide the Owner at the Owner's expense with a copy of this Declaration together with all amendments, certificates and other paper writings executed, delivered and recorded in connection with and/or pursuant to the terms of this Declaration.

15. **TITLES**. The title and headings set forth in this Declaration are for convenience and reference only and shall not effect the interpretation of any term, condition, provision, covenant, representation or warrant contained in this Declaration.

16. **LIMITATION OF LIABILITY**. Each Owner covenants and agrees that no partner of Grantor, nor any employee or agent of Grantor shall have any liability personally for the performance and observance of any term, condition or provision contained in this Declaration, and each Owner covenants and agrees that he shall not commence or participate in any action, suit or proceedings against Grantor, any partner of Grantor, nor any employee or agent of Grantor arising out of any claim or breach by Grantor of any term or provision of this Declaration. The liability of Grantor shall be limited solely and exclusively to its interest in the Land and no other asset of Grantor

shall be liable for any claim under this Declaration.