

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR
LAKE FOREST ESTATES SUBDIVISION
CITY OF MACEDONIA, SUMMIT COUNTY, OHIO

THIS DECLARATION is made as of this 8TH day of SEPT., 2000, by the undersigned, PFR LAND COMPANY, an Ohio Corporation, hereinafter referred to as the "Developer", in consideration of the mutual promises and covenants herein contained, who has agreed and does hereby agree to encumber its real estate in the Lake Forest Estates Subdivision as follows:

WITNESSETH:

WHEREAS, the Developer is the Owner of the real property described in Exhibit "A", attached hereto and made a part hereof, which real property is commonly known as Lake Forest Estates Subdivision, Macedonia, Ohio ("The Properties") and intends for The Properties to be made subject to this Declaration of Covenants, Conditions, Restrictions and Easements as a residential community; and

WHEREAS, Developer proposes to and does hereby establish for their own benefit and for the mutual benefit of all future Owners (hereafter defined) or Occupants of The Properties, certain conditions, restrictions, obligations, and benefits with respect to the use, occupancy, maintenance and ownership of The Properties, and certain easements, rights and encumbrances in The Properties; and

WHEREAS, Developer has deemed it desirable to create an agency to which should be delegated and assigned the powers of maintaining, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, there has been or will be incorporated under the laws of the State of Ohio, as a nonprofit corporation, LAKE FOREST ESTATES HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, Developer declares that the real property described in Exhibit "A" is and shall be held, used, occupied, sold, conveyed or otherwise disposed of subject to the following covenants, restrictions, easements, obligations and benefits, each of which shall run with The Properties and inure to the benefit of every Owner thereof and be binding on all parties having any right, title or interest in The Properties and every part thereof, and their distributees, heirs, executors, administrators, beneficiaries, successors and assigns, (sometimes referred to as "Covenants and Restrictions" and sometimes as "Declaration").

ARTICLE I
DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "ASSOCIATION" shall mean and refer to the LAKE FOREST ESTATES HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation formed pursuant to the laws of the State of Ohio, together with its successors and assigns.

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James B. McCarthy County Auditor

(b) "THE PROPERTIES" shall mean and refer to all of the real property described in Exhibit A known as Lake Forest Estates Subdivision together with all easements benefiting the real property and all appurtenances.

(c) "EASEMENT PROPERTIES" The easement properties shall include the signage easement areas located on privately owned Lots near the entrance to the Lake Forest Estates Subdivision. Easement Properties shall not include the areas designated on the recorded plat as "Nature Preserve".

(d) "COMMON PROPERTIES" shall mean and refer to those areas of land not subdivided into residential sublots and shown as Entrance Islands and Twin Lakes Parks on the recorded subdivision plat Lake Forest Estates Subdivision and intended to be devoted to the common use and enjoyment of the owners of The Properties.

(e) "NATURE PRESERVE" shall be all land within the area of the recorded plat for the Subdivision marked "Nature Preserve" and located on various Blocks and Lots. The Nature preserve was created by the Developer granting to Ohio Stream Preservation, Inc. ("OSP"), an Ohio nonprofit company, an interest in the real estate by the means of a Deed and Agreement of Conservation Easement upon the land. Pursuant to this Conservation Easement, OSP is charged by federal and state law to ensure the preservation of the Preserve.

(f) "LOT" shall mean and refer to any numbered subplot of land shown upon the recorded subdivision maps of The Properties and intended to be devoted to single-family residential use.

(g) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot or living unit, situated upon The Properties, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(h) "MEMBER" shall mean and refer to all those owners who are members of the Association as provided in Article IV hereof.

(j) "DEVELOPER" shall mean PFR Land Company, its successors and assigns.

(k) "NATURE BUFFER" shall mean an area established along the tributaries affecting Lots 35, 36, 37, 48, 60, 67, 68, 70, 71, 72, 73, 74, 75, 77, 82, 83, 84, 86, 87, 88, 89, 90, 144, 145 160, 163 and 165. The "Nature Buffer" shall be an average of fifty (50) feet in total width along the tributaries, with the exception of road, driveway and utility crossings, and shall be protected in perpetuity as a part of the Conservation Easement by Ohio Stream Preservation, Inc.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration consists of the residential sublots located in the City of Macedonia, County of Summit and State of Ohio which are more particularly described on the Exhibit A attached hereto and made a part hereof.



ARTICLE III RESTRICTIONS

Section 1. All sublots in said Lake Forest Estates Subdivision shall be known, described and used as residential lots with no dwelling other than a single one-family dwelling with at least two-car attached garage, a minimum of 8/12 pitch roof, and such one-family dwelling shall not contain less than:

A. One-Story Dwelling: 2,000 square feet of living space for a One-Story dwelling, exclusive of garages, basements, porches and breezeways.

B. Two-Story Dwelling: 2,500 square feet of living space for a Two-Story dwelling, exclusive of garages, basements, porches and breezeways.

Any variance from the square footage requirements above shall be only with the Developer's express written consent.

Section 2. Any structure built must have the prior review and approval of said plans in writing from Developer, its successors or assigns. It is understood that Developer is primarily interested in the exterior elevation of the structure and the size thereof. Building permits will be issued only after the Developer, its successors or assigns, has approved the plans in writing with regard to the elevation and size of the structure to be built.

Section 3. Developer further reserves for itself its successors and assigns the right to permit deviation or grant a variance from, or to change, waive or modify, subject to zoning requirements, the terms and conditions of the Army Corps of Engineers permit and its Ohio water quality certification, any and all of these restrictions if in its sole judgment the development or lack of development of adjoining or adjacent property or topography of the land involved in Developer's sole judgment makes such course necessary or advisable, with the understanding that the Developer herein may assign or relinquish the power herein reserved in the event it decides to do so.

Section 4. Developer reserves easements and rights of ways, within, over, under and across or otherwise shown on the Plat of the Lake Forest Estates Subdivision and/or parallel with and contiguous to all street lines for the installation, maintenance, repair and operation of underground gas lines if any, electric lines, telephone lines, storm and sanitary sewers, water lines and cable T.V. lines, and additionally, reserves the right to assign the use of said easements and rights of ways, or to grant underground easements for the same to the respective utility companies to service the subdivision. For the protection of underground electric cables, wires, lines and other facilities, where applicable, the grade or contour of the easement premises within said Subdivision shall not hereafter be increased, decreased or otherwise changed or altered without the consent of the appropriate utility company. This shall constitute express notice that any change of grade or contour of the easement premises shall result in damage to said utility lines.

Section 5. The use of simulated fireplace chimneys shall not be permitted within the Lake Forest Estates Subdivision. All exterior portions of chimneys shall be constructed of brick or stone. Any direct vent chimney and/or furnace shall be vented to the rear of the house only.

Section 6. Each dwelling constructed shall be landscaped with a minimum planting per Lot, from the front property line to the rear of the house, of three trees planted with a minimum caliper of 2" (measured 24 inches above grade) and 18 shrubs. Each tree or shrub existing on the Lot when the dwelling is constructed shall offset one-for-one the required new plantings. In addition to the



aforesaid, the Owner of each Lot shall be required to plant street trees per the City of Macedonia requirement. This is a minimum of two (2) trees per Lot, four (4) trees per corner Lot. Street trees must be planted each 40 feet, on the tree lawn. An Owner shall have one year from the date of first occupancy of a dwelling to complete the landscaping.

Section 7. Upon completion of each dwelling in the Subdivision, the Owner shall place at the street, a mailbox on a 6" x 6" post with cross arms. It is recommended that each Owner use a mailbox from the Bacova Mailbox Line, similar in design to the example as shown on Exhibit B attached hereto and made a part hereof. The post office may require that mailboxes be placed on only one side of the street.

Section 8. No building shall be constructed on any Lot unless its external design and color are in harmony with the other buildings of similar use located within The Properties and as required by the City of Macedonia.

Section 9. During and after construction or installation of any improvement on a Lot, the Owner of that Lot shall cause the Lot to be kept free of unsightly accumulations of rubbish and scrap materials and shall cause all construction materials and any temporary structure to be maintained in a neat and orderly manner. All of those materials shall be removed from the Lot promptly after completion of the construction or installation. All construction shall comply with storm water pollution prevention utilizing the best management practices and permit requirements.

Section 10. No mobile homes, trucks, (except one truck not over 3/4 ton) trailers, boats, or other type of recreational vehicles, non-operational or stored cars (cars without a valid current license shall be deemed to be either non-operational or stored) shall be kept on The Properties unless they are housed inside a garage or other structure attached to a house. No repairs shall be made on vehicles or equipment, except for repairs of an emergency nature, and then only with respect to cars owned by the owner of the Lot.

Section 11. The blockage of any natural drainage course or swale or changing of the grade of a Lot by Owner is expressly prohibited, and Developer and/or the Association reserve the right to enter onto the Lot to alter said changes to allow the natural free flow of the drainage at Owner's expense.

Each Lot Owner must provide for the appropriate drainage of all water from their yard (i.e. rear yard drain.)

Section 12. Any detached buildings erected or placed on a Lot shall be constructed in a manner to resemble the exterior of the dwelling on said Lot and shall be located as approved by the City of Macedonia.

Section 13. No obnoxious or offensive activities shall be carried on or maintained on any Lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the occupants of other residences in The Properties.

Section 14. It is a desire of the City of Macedonia that one-half of the Lots will have residences with side loaded garages constructed thereon. The City of Macedonia, in its sole discretion, will determine which Lots will have residences with side loaded garages constructed thereon.

Section 15. A natural vegetated buffer with supplemental plantings where appropriate must be maintained for a width of at least ten (10) feet on either side of the stream banks on the following Lots within the Lake Forest Estates Subdivision: Lots number 35, 36, 37, 57, 58, 67, 68, 71, 72, 73, 74, 75, 83,



84, 86, 87, 88, 89, 90, 144, 145, 160, 161, 162, 163 and 165. This buffer shall not be mowed, cut or sprayed and may not be encroached upon by residential lawns.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Members shall be all those Owners as defined in Article I hereof. Each member shall be entitled to one vote for each Lot in which they hold an ownership interest. When more than one person holds such interest or interests in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any such Lot. Provided, however, votes shall be cast only for such Lots for which current dues to the Association have been paid.

ARTICLE V PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easement of Enjoyment. Subject to the provisions of Section 3 of this Article V, every Member shall have a right and easement of enjoyment in and to the Common Properties and Easement Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Easement Properties. Title to the Easement Properties shall remain with the Owner of the Lot. The Lot Owner shall be responsible to mow any grass and water any flowers and shrubs in the Easement Properties. The Subdivision entrance way signs shall be located on the Easement Properties. Signs shall be located on Lots number 1, 2, 118 and 119.

Section 3. Title to Common Properties. PFR Land Company hereby covenants for itself, its successors and assigns, that it shall convey the Common Properties in their then physical condition to the Association free and clear of all liens and encumbrances except taxes and assessments, easements, restrictions and zoning ordinances if any, of record.

Section 4. Limitations of Member's Easements. The rights and easements of enjoyment created hereby for the Easement Properties shall be subject to the following:

- (a) Member's shall not be permitted general access to the Easement Properties.
- (b) The Association through its agent(s) or employees shall have the right to enter the Easement Properties for maintenance purposes only.

Section 5. Limitations of Member's Easements. The rights and easements of enjoyment created hereby for the Common Properties shall be subject to the following:

- (a) The right of the Association, in accordance with its Articles and Bylaws, to borrow money from time to time for the purpose of improving the Common Properties and in aid hereof to mortgage said properties in whole or part.
- (b) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure.

(c) The right of the Association to convey the Common Properties or a portion thereof to a successor; provided, however, that such successor shall agree, in writing, to be bound by the covenants and restrictions and spirit of this Declaration and provided, further, that the conveyance has been approved by a vote of not less than 75% of the total voting power then existing in the Association.

(d) The right of the Association to grant easements and right-of-way for the construction, extension, installation or maintenance of utility services and facilities or to a public agency or governmental authority.

(e) The right of the Association to adopt provisions controlling the nature of activities and times of activities on the Common Properties.

(f) The Common Properties and Twin Lakes Park may not be used for hunting, camping, the operation of motorized boats or watercraft or the operation of other motorized vehicles.

ARTICLE VI MANAGEMENT, MAINTENANCE AND MAINTENANCE ASSESSMENTS

Section 1. Management. The Association shall provide the management and supervision for the operation of the Easement Properties and the Common Properties. The Association shall maintain such policies, programs and procedures to fully implement this Declaration for the purposes intended and for the benefit of the Members and in so doing may:

(a) Adopt Rules; and

(b) Engage employees and agents, including without limitation, attendants, social directors, attorneys, accountants and consultants, maintenance firms, contractors and a managing agent.

Section 2. Maintenance. The Association shall maintain, including replacement of flowers and shrubs as necessary, the garden areas designated as easement properties around the Lake Forest Estates Subdivision signs, the signs, the entrance islands and the Common Properties. The Association shall not be responsible to mow any grass in the Easement Properties.

In furtherance of maintaining the Common Properties, the Association shall maintain the lakes. In the event the Association fails to maintain the lakes in a clean and safe manner, any Owner or the City of Macedonia may cause the same to be completed at the Association's sole expense.

Section 3. Obligation of Assessments. Each Lot owner within The Properties hereby covenants, whether or not it shall be so expressed in any deed or other conveyance that the Owner shall be deemed to covenant and agree to pay the following:

To the Association: (a) annual assessments or charges; (b) special assessments for the Nature Preserve or for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon shall be the personal obligation of the Lot owner at the time when such assessment was made and may upon the filing of an affidavit signed by the President of The Association stating the nonpayment, become a lien on the Lot.

To OSP: (a) a Conservation Stewardship Fee of Two Hundred Dollars (\$200.00) upon the initial transfer of each of the one hundred-seventy-one (171) Sublots within the Subdivision; (b) a Stewardship Assessment of 0.0005 (0.05%) multiplied by the Closing Price of the Home and Sublot together shall be



placed upon each of the one hundred-seventy-one (171) Sublots within the Subdivision upon each subsequent Transfer of Title. Such payments shall be the personal obligation of the Owner at the time when such assessment was made and may, upon the filing of an affidavit signed by the Executive Director of OSP stating the nonpayment, become a lien on the Lot.

Section 4. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the care, maintenance and improvement of the Easement Properties, and services performed in connection therewith including, but not limited to, repair, replacement and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof.

Section 5. Basis and Maximum of Annual Assessments. Until the year beginning January, 2003 the annual assessment shall be Fifty Dollars (\$50.00) per Lot. From and after January 1, 2003 the annual assessment shall be established in each year by vote of the Members as hereinafter provided.

Section 6. Special Assessments for Nature Preserve. In addition to the annual assessments authorized by Section 5 hereof, the Association shall levy a Special Assessment at any time there is an amount due OSP for services provided by OSP for which fees are not provided elsewhere, to the Association, for the Association, or for which the Association is liable.

Section 7. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 5 hereof, the Association may levy at any time and from time to time a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, and, if not undertaken by the appropriate homeowner(s), the cost of repair, remediation or maintenance of any aquatic resource, buffer zone or habitat within the Nature Preserve, provided that any such assessment shall have the assent of two-thirds of the votes of all Members, who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. There shall be a limit on special assessments in that they shall be valid for one year only and shall not exceed the annual assessment.

Section 8. Changes in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 5 hereof and for the period therein specified, the Association may in any annual period change the maximum and basis of the assessments for any such period provided that any such changes shall have the assent of two-thirds of the votes of all Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 9. Quorum for any Action Authorized Under Sections 5, 6 and 7. At the meeting called for the purpose of passing assessments, the presence at the meeting of Members, or of proxies, entitled to cast 50% of all the votes of membership shall constitute a quorum.

Section 10. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Board of Trustees of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement, without proration. The assessments for any year, after the first year, shall become due and payable at the time established by the Trustees.



Section 11. Duties of the Board of Trustees. The Board of Trustees of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period of at least 30 days in advance of such date or period and shall at that time prepare a roster of the properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association, shall, upon demand at any time, furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment stated to have been paid.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, and charges created herein: all Lots which do not have a structure built thereon, only until such time as a residence is constructed and initially occupied thereon and all Common Properties.

Notwithstanding any provisions herein, no portion of The Properties devoted to dwelling use shall be exempt from said assessments, or charges once there is an occupied residence thereon. Provided, however, any Lot conveyed out of Developer's name shall be subject to the assessments and charges created herein regardless of whether a structure is built thereon, two (2) years from and after the date of conveyance of the Lot to such person, firm or corporation.

Section 12. Developer Manages. Until such time as title to fifty-one percent (51%) of the Lots have been transferred out of Developers name, Developer shall maintain and manage the Common Properties at Developers sole expense.

ARTICLE VII NATURE PRESERVE

Section 1. Creation of Nature Preserve. The Nature Preserve shall remain in its present physical condition subject to natural changes. Any activity on or use of the Nature Preserve which is inconsistent with the purposes of this Article or which is detrimental to the conservation values expressed herein in the Conservation Easement, attached hereto, and incorporated herein as if fully rewritten, is expressly prohibited. By way of example, and not of limitation, the following activities and uses are explicitly prohibited:

- a. **Division:** Any division or subdivision of the Nature Preserve beyond that shown on the recorded subdivision map of the Lake Forest Estates Subdivision;
- b. **Commercial Activities:** Commercial development, commercial recreational use, or industrial activity;
- c. **Construction:** The placement or construction of any man-made modifications including but not limited to buildings, structures, fences, mobile homes, advertising, billboards, camping accommodations, roads and parking lots. Provided, however, a Lot Owner may construct a fence, subject to City of Macedonia approval, along the rear lot line of any Lot along the perimeter of the Lake Forest Estates Subdivision.



- d. **Destruction or Introduction of Vegetation:** The removal or destruction of native growth in the Nature Preserve, including without limitation the use of fertilizers, the spraying of pesticides or biocides, the introduction of nonnative animals and vegetation, grazing of domestic animals, or disturbance or change in the natural habitat (except in the enhancement of wildlife habitats) and the cutting of trees, ground cover or vegetation except as approved in writing by OSP, and limited to the following purposes:
- (i) The control or prevention of imminent hazard, disease, or fire, and for the purpose of restoring natural habitat areas to promote native vegetation, except for the blocking of streams, and;
 - (ii) The removal of dead, diseased, damaged, destroyed, or fallen trees, shrubs, or other vegetation which can be cut and left laying in place except for blocking streams, and;
 - (iii) The elimination and removal of grapevines, poison ivy, and other toxic and undesirable growth which can be cut and left laying in place, except for blocking streams, and;
 - (iv) The maintenance of any utilities or facilities that exist or will exist as shown on the approved Subdivision plan as of the date of the recording of this Conservation Easement.
- e. **Land Surface Alterations:** The removal, filling, or excavation, of soil, sand, gravel, rock minerals or other materials from the Nature Preserve, or doing any act that would alter the topography of the Nature Preserve, excepting the maintenance of existing foot trails, if any, and that caused by the forces of nature.
- f. **Dumping:** The dumping of any substance of any kind, nature, and description including but not limited to grass clippings or other yard debris, soil, trash, ashes, garbage, waste, or other unsightly or offensive material or any placement of underground storage tanks, on or in the Nature Preserve.
- g. **Water Courses:** Subsequent to the completion of the Subdivision pursuant to the approved plans, alteration of the natural water courses, streams, wetlands, marshes, or other water bodies, and the use or activity detrimental to water purity on the Nature Preserve, except as may be necessary and agreed to, in writing, in advance of the alteration, by OSP to prevent or halt soil erosion, soil slippage, and damage from erosion.
- h. **Motorized Vehicles:** The operation of automobiles, trucks, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any other motorized vehicle on the Nature Preserve, except as necessary to fulfill the obligations herewith and with the prior written permission of OSP;
- i. **Hunting:** The hunting or trapping on the Nature Preserve, except to the extent specifically approved in writing by OSP as necessary to keep the animal population within numbers consistent with the ecological balance to the area;



- j. **Other Activities:** Each and every other activity or construction project which might endanger the natural, scenic, biological, ecological integrity of the Nature Preserve shall be prohibited.

Section 2. Rights of OSP: OSP, or its successor, shall have the following rights to enforce the conservation values of the Nature Preserve:

- a. **Right to Enter:** OSP has the right to enter the Nature Preserve at reasonable times to monitor or to enforce compliance with this Conservation Easement; provided that such entry shall be upon prior written reasonable notice to the Owner. The Owner may use the Nature Preserve without interference provided that the Owner restricts his/her use to those permitted under this Conservation Easement. OSP has no right to permit others to enter the Nature Preserve. The general public is not granted access to the Nature Preserve under this Conservation Easement.
- b. **Right to Preserve:** OSP has the right to prevent any activity on or use of the Nature Preserve that is inconsistent with the terms or purposes of this Conservation Easement.
- c. **Right to Require Restoration:** OSP shall have the right to require the restoration of the areas or features of the Nature Preserve which are damaged by any activity inconsistent with this Conservation Easement.
- d. **Right to Placement of Signs:** OSP shall have the right to place a reasonable number of small signs on the Nature Preserve which identify the land as being protected by this Conservation Easement.
- e. **Right to adopt Rules of Use.** OSP shall have the right to promulgate rules consistent with the prohibited uses and the permitted uses set forth herein, which rules shall be followed by all users of the Nature Preserve.

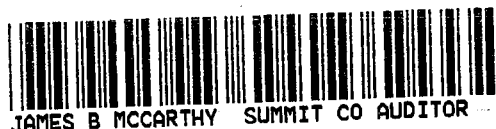
Section 3. Rights Secured by Association and Owner: The Association and an Owner upon whose Lot the Nature Preserve is located, retains all other rights accruing from it's ownership of the Nature Preserve, including the right to engage in or permit or invite others to engage in all uses of the Nature Preserve that are not expressly prohibited herein and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved to the Association or the Owner, as the case may be:

- a. **Right to Convey:** The Grantor retains the right to sell, mortgage, bequeath, donate, or otherwise convey the Nature Preserve. Any conveyance shall remain subject to the terms and conditions of this Conservation Easement and the subsequent interest holder shall be bound by the terms and conditions hereof.
- b. **Right to Access:** Subject to the terms of this easement with respect to prohibited uses and permitted uses, the Grantor and/or Owners, their successors and assigns shall retain the right of unimpeded access to the Nature Preserve.



Section 4. OSP's Remedies for violation of the Conservation Easement and/or the terms of this Agreement. In the event of a breach of this Conservation Easement or in the event of a breach of the terms of this Agreement by the Association and/or the Lot Owner as it relates to the Nature Preserve, OSP shall have the following remedies and shall be subject to the following limitations:

- a. **Actions Against an Owner.** An action may be brought against an Owner who has violated the prohibitions on use which can be made of the Nature Preserve or who is threatening to violate said prohibited use. Prior to an action being brought against an Owner, OSP shall provide written notice, as set forth herein, to the Owner advising the Owner of the violation and demanding that the Owner abate and cure the violation.
- b. **Actions Against the Association.** If OSP is unable to determine the party who has violated the prohibitions on use which can be made of the Nature Preserve or who is threatening to violate the said prohibited use, OSP may bring action against the Association. Prior to an action being brought against the Association, OSP shall provide written notice, as set forth herein, to the Association advising the Association of the violation and demanding that the Association abate and cure the violation.
- c. **Requirement of Notice.** If, for a twenty-eight (28) day period after the date of written notice as provided above ("Notice Period"), the Owner or the Association, as the case may be, continues in its prohibited use or in its threatened prohibited use of the Nature Preserve, or if the Owner or the Association, as the case may be, does not abate the violation during the Notice Period, or if the Owner or the Association, as the case may be, does not take substantial corrective measures within the Notice period, or if the Owner or the Association, as the case may be, should fail to continue diligently to cure such violation until finally cured, OSP may bring an action in law or in equity to enforce the terms of the Conservation Easement and recover any damages for the loss of the conservation values protected hereunder, including without limitation, attorney fees. The remedies available to OSP include, without limitation, enjoining the violation through injunctive relief, seeking specific performance, and obtaining declaratory relief, restitution, reimbursement of expense including without limitation the expense of restoration of the Nature Preserve, and/or an order compelling restoration of the Nature Preserve.
- d. **Emergency Action Without Notice:** If OSP determines that the use permitted by this Conservation Easement is, or is expected to be violated, OSP will make a good faith effort to provide notice to the Owner. If, through reasonable efforts, the Owner cannot be notified, or if OSP determines, in its sole discretion, that the circumstances justify prompt action to mitigate or prevent injury to Nature Preserve, then OSP may pursue its lawful remedies without prior notice and without awaiting the Owner's opportunity to cure
- e. **Actual or Threatened Non-Compliance:** Grantor acknowledges that actual or threatened events of non-compliance under this Conservation Easement constitute immediate and irreparable harm. The Grantor acknowledges that OSP's remedies at law for any violation of the terms hereof are inadequate and OSP is entitled to injunctive relief, both prohibitive and mandatory, in addition to such other relief to which OSP may be entitled, including specific performance of the terms of this



Conservation Easement, without the necessity of proving either actual damages or inadequacy of otherwise available legal remedies.

- f. **Cumulative Remedies:** The preceding remedies of OSP are cumulative. Any or all of the remedies may be invoked by OSP if there is an actual or threatened violation of this Conservation Easement.
- g. **Delay in Enforcement.** Notwithstanding the foregoing, any delay in enforcement shall not be construed as a waiver of OSP's rights to enforce the terms of this Conservation Easement.

Section 5. Ownership Costs and Liabilities: The Association shall indemnify OSP against all costs and liabilities relating to any claims during the tenure of the Grantor's ownership of the Nature Preserve.

ARTICLE VIII NATURE BUFFER

Section 1. The following minimum conditions shall apply to the Nature Buffer:

- a. The Owner is responsible for ensuring that the contractor and/or workers involved with the construction and development of a home on the Lot, including but not limited to clearing and grubbing, excavation, delivery and storage of any and all materials, paving and landscaping, have knowledge of the terms and conditions of these restrictions and that a copy of these restrictions is at the project site throughout the period the work is underway.
- b. Efforts shall be made to keep construction debris from entering the waterway, stream or buffer area, and shall be removed immediately should any such debris be present in said areas.
- c. That the mechanical equipment used to execute any and all work be operated in such a way as to minimize turbidity that could degrade water quality and adversely affect aquatic plant and animal life.
- d. Best Management Practices (BMP's) including silt controls be installed downstream from the project area and shall remain in place during all excavation and restoration operations including landscaping. Said controls shall not be removed until stabilization of the project site is satisfactorily complete.
- e. That all installed landscaping and maintenance of said landscaping, including mowing and fertilization, be no closer to the waterway or stream than the designated buffer adjacent to said waterway or stream.

ARTICLE IX GENERAL PROVISIONS

Section 1. Notices. Any notices required to be given in writing to any person under the provisions of this Declaration shall be deemed to have been given when mailed, postpaid, to

the last known address of such person provided, however, that a notice of "delinquency" of any payment due hereunder shall be made by certified or registered mail, return receipt requested or by telegram. The effective date of such notice shall be the date said notice is postmarked or the date the telegraph company received the message, as the case may be.

Section 2. Duration. Except as stated in Article VII hereof, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by, the Association, Developer or the Owner of any part of The Properties subject to the Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 10 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded agreeing to change said covenants and restrictions in whole or in part, at which time said covenants and restrictions shall continue in full force and effect as amended. Notwithstanding anything herein to the contrary, no change may be made to Article VII unless approved in writing by OSP or its successors or assigns.

Section 3. Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of Developer, the Association, any Owner, or the City of Macedonia to enforce any of the terms of these Covenants and Restrictions shall in no event be construed, taken or held to be in any manner a waiver thereof, or acquiescence on or any consent to any further or succeeding breach or violation of the term of this Declaration, and Developer, the Association, any Owner, or the City of Macedonia 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, or neglect of Developer, the Association, any Owner, or the City of Macedonia to enforce the same and to prevent any violations or breaches of the terms of this Declaration shall in no manner and to no extent whatsoever make the Developer, the Association, any Owner, or the City of Macedonia liable in connection therewith.

Section 4. Severability. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment of Certain Restrictions and Covenants Unless a greater percentage of vote is required to take a particular action hereunder (in which case such greater percentage of vote shall be required) any provision of this Declaration may be amended or repealed only by the affirmative vote of members holding not less than 60% of the voting power of the Association. The Covenants and Restrictions shall not terminate in any event, unless the Developer or The Association obtains approval from the City, and if required, establishes an agreement with the City of Macedonia for maintenance of the duties hereunder and for the enforcement of standards referred to in this document.

For so long as the Developer or a successor designated by the Developer is the Owner of a Lot in The Properties, the Developer shall be entitled from time to time to amend or modify any of the provisions of this Declaration, except as to assessments, and as to the Nature Preserve, or to waive any of the provisions, either generally or with respect to particular real property, if in its judgment, the development or lack of development of The Properties requires such modification or waiver, or if in its



sole judgment the purposes of the general plan of development will be better served by such modification or waiver, provided no such amendment, modification or waiver (1) shall materially and adversely affect the value of existing Residences or Lots, (2) shall prevent a residence or Lot from being used by the Owner in the same manner that said Residence or Lot was used prior to the adoption of said amendment, modification or waiver or (3) shall conflict with the terms and conditions of any permit issued to the Developer by Ohio EPA or the Army Corps of Engineers. To modify the Declaration in accordance with this paragraph, Developer shall file a supplement to this Declaration setting forth the Amendment. Each such Owner, by accepting a deed to his Residence or other real property, hereby appoints Developer his attorney-in-fact, coupled with an interest, to execute on his behalf any such amendments. Each amendment shall be effective when signed by the Developer and filed for record with the Recorder of Summit County.

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

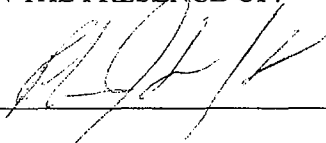
The Developer, its successors or assigns shall be the entity for the interpretation of these Covenants and Restrictions.

Section 6. In the event the Owners or Association fail to collect assessments and otherwise function to perform its duties under these Covenants and Restrictions, the City of Macedonia shall have the right, but not the duty, to collect such assessments which should have been done by the Owners or the Association and as are necessary to perform the above duties and utilize such revenues to perform those functions not performed by the Owners or Association. For the purpose of collection and utilization, the City of Macedonia shall have the rights of the Developer or Association, but shall not be obligated in any way unless it undertakes to collect assessments.

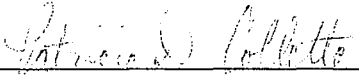


IN WITNESS WHEREOF, the said undersigned Owners have hereunto set their names, as of the 8TH day of SEPT., 2000.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

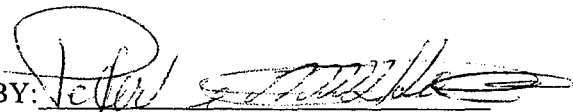


Rebecca J. Lambert
Printed Name

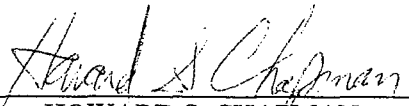


Patricia D. Collette
Printed Name


PFR LAND COMPANY

BY: 

PETER RZEPKA, Chairman


BY: 

HOWARD S. CHAPMAN
Assistant Secretary

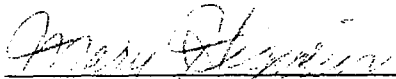

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JAMES B MCCARTHY SUMMIT CO AUDITOR

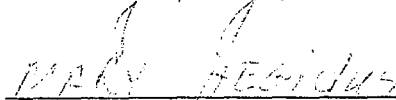
STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

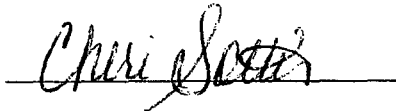
The foregoing instrument was acknowledged before me this 18th day of September, 2000, by PETER RZEPKA, Chairman and HOWARD S. CHAPMAN, Assistant Secretary, of PFR Land Company, an Ohio Corporation, on behalf of the Corporation.



Notary Public **REBECCA J. LAMPERT**
Notary Public, State of Ohio
Portage County
My Commission Expires Feb. 22, 2005

The undersigned City of Macedonia is signing this Declaration not as an Owner, but only to acknowledge its consent hereto.




Printed Name




Printed Name

CITY OF MACEDONIA

By: 
JOSEPH MIGLIORINI, MAYOR

This document drafted by:

Howard S. Chapman (#0000675)
Attorney at Law
25250 Rockside Road
Bedford Heights, Ohio 44146
(440) 439-3400



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JAMES B MCCARTHY SUMMIT CO AUDITOR

EXHIBIT "A"

LEGAL DESCRIPTION

Lake Forest Estates Subdivision

Situated in the City of Macedonia, County of Summit and State of Ohio and known as being part of Tract 1-SW of Original Twinsburg Township and bounded and described as follows:

Beginning at an Iron Pin Monument at the centerline intersection of Bavaria Road (60 feet wide) and Twinsburg Road (C.H. 112-60 feet wide), thence South $89^{\circ} 06' 38''$ West a distance of 1582.77 feet to a Rail Road Spike found on the tangent line of a curve and being 6.70 feet west of the centerline intersection of said Twinsburg Road and Valley View Road (C.H. 25-60-foot wide);

Thence North $34^{\circ} 31' 21''$ West along the tangent line of a curve and the centerline of said Valley View Road a distance of 964.67 feet to a $\frac{1}{2}$ " Iron Pin found at the Point of Intersection of a curve;

Thence North $41^{\circ} 27' 29''$ West along the tangent line of a curve and said centerline of Valley View Road a distance of 690.21 feet to a point at which point is witnessed by a Rail Road Spike found (0.47 feet south and 0.54 feet west) and also being the Principal Place of Beginning of the lands described as follows;

Thence continuing North $41^{\circ} 27' 29''$ West along the centerline of said Valley View Road a distance of 856.14 feet to a $\frac{3}{4}$ " iron pipe found, therein;

Thence continuing North $41^{\circ} 27' 29''$ West along the centerline of said Valley View Road, a distance of 380.32 feet to a point of curvature;

Thence along the arc of a curve deflecting to the right and along said centerline of Valley View Road, a distance of 15.62 feet to a point, said curve having a radius of 1145.96 feet, a central angle of $00^{\circ} 46' 52''$, a tangent of 7.81 feet, and a chord of 15.62 feet bearing North $41^{\circ} 04' 02''$ West;

Thence North $00^{\circ} 08' 22''$ West a distance of 247.21 feet along the easterly line of lands owned by John and Georgia Boiarski as recorded in O.R. 424-019, to a $\frac{5}{8}$ " iron pin set with cap "Ciuni & Lynn 7394", passing over an $\frac{5}{8}$ " iron pin set with cap "Ciuni & Lynn 7394" at 47.04 feet on the easterly right-of-way line of said Valley View Road;

Thence along the arc of a curve deflecting to the left and along the southerly line of lands owned by the Cleveland and Pittsburgh Railroad Company as recorded in Volume 3965, Page 123 a distance of 629.58 feet to a $\frac{5}{8}$ " iron pin set, said curve having a radius of 1105.37, a central angle of $32^{\circ} 38' 01''$, a tangent of 323.59 feet, and a chord of 621.11 feet bearing North $67^{\circ} 03' 32''$ East;

Thence North $50^{\circ} 33' 02''$ East a distance of 790.65 feet along the southeasterly line of said Cleveland and Pittsburgh Railroad Company lands to an iron pipe found;

Thence North $89^{\circ} 33' 18''$ East a distance of 91.93 feet along the southerly line of said Cleveland and Pittsburgh Railroad Company lands to an 1" iron pipe found;

Thence along the arc of a curve deflecting to the left along the easterly line of said Cleveland and Pittsburgh Railroad Company lands to an 1" iron pipe found, said curve having a radius of 1175.37 feet, a central angle of $56^{\circ} 51' 39''$, a tangent of 636.33 feet, and a chord of 1119.17 feet bearing North $13^{\circ} 47' 44''$ East;

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JAMES B MCCARTHY SUMMIT CO AUDITOR



Thence North $89^{\circ} 06' 26''$ East a distance of 222.68 feet along the southerly line of Sublot No. 3 in Macedonia Corporate Park Subdivision as recorded Cab. E, SL. 236-238 to a stone monument found;

Thence North $88^{\circ} 54' 52''$ East a distance of 1031.67 feet along the southerly line of lands owned by John F. and Margaret H. York as recorded in Volume 7090, Page 645 to a $5/8''$ iron pin set;

Thence South $00^{\circ} 19' 36''$ East a distance of 1082.79 feet along the westerly line of said York lands to a $5/8''$ iron pin set;

Thence South $01^{\circ} 59' 29''$ East a distance of 151.85 feet along the westerly line of said York lands to a $5/8''$ iron pin set;

Thence South $00^{\circ} 43' 11''$ East along the westerly line of said York lands and the westerly line of).L. 2, Tract 1 - SE a distance of 1624.48 feet to a $5/8''$ iron pin found 0.57 feet North and 3.12 feet West at the northeast corner of Meadow Ridge Colony Subdivision as recorded in Plat Book 50, Page 1;

Thence South $89^{\circ} 16' 49''$ West a distance of 625.97 feet along the northerly line of said Meadow Ridge Colony Subdivision, to a $5/8''$ iron pin set;

Thence South $00^{\circ} 43' 11''$ East a distance of 276.00 feet along the westerly line of said Meadow Ridge Colony Subdivision to a $5/8''$ iron pin set;

Thence South $68^{\circ} 27' 41''$ West a distance of 769.13 feet along the northerly line of said Meadow Ridge Colony Subdivision to $5/8''$ iron pin set with cap "Ciuni & Lynn 7394";

Thence North $41^{\circ} 27' 29''$ West a distance of 365.51 feet along the easterly line of lands owned by D.J. and D.A. Way and D.M. Mesacros as recorded in O.R. 053-356-to a point, at which point is witnessed by $5/8''$ iron pin found (0.34 feet South and 0.73 feet West);

Thence North $64^{\circ} 39' 55''$ East a distance of 77.00 feet to a $5/8''$ iron pin set with cap "Ciuni & Lynn 7394";

Thence North $25^{\circ} 20' 05''$ West a distance of 100.99 feet to a $5/8''$ iron pin set with cap "Ciuni & Lynn 7394";

Thence South $64^{\circ} 39' 56''$ West a distance of 38.87 feet to a $5/8''$ iron pin set with cap "Ciuni & Lynn 7394";

Thence North $78^{\circ} 46' 52''$ West a distance of 41.48 feet to a point at which point is witnessed by a 1" iron pipe found (0.19 feet North and 0.06 feet West);

Thence North $38^{\circ} 11' 07''$ West a distance of 79.00 feet to a $5/8''$ iron pin found;

Thence South $78^{\circ} 06' 08''$ West a distance of 326.73 feet to the Principal Place of Beginning, passing over a $5/8''$ iron pin set with cap "Ciuni & Lynn 7394" on the easterly line of said Valley View Road a distance of 292.24 feet, containing 138.7525 acres of land more or less according to a survey in June 1997 by Ciuni & Lynn Associates, Joseph R. Ciuni, Professional Surveyor No. 7394, but subject to all legal highways and easements of record.