



DocId:8554910

Tx:8405066

2025OR001333

**LINDA HOFFMANN
MEDINA COUNTY RECORDER
MEDINA, OH
RECORDED ON
01/28/2025 08:26 AM**

**REC FEE: 614.00
PAGES: 73
DOC TYPE: DECLAR**

MEDINA COUNTY RECORDER

LINDA HOFFMANN

**(DO NOT REMOVE THIS COVER SHEET.
THIS IS THE FIRST PAGE OF THIS DOCUMENT)**

**DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS**

OF

**LAKEVIEW PINES HOMEOWNERS' ASSOCIATION, INC.
MEDINA, MEDINA COUNTY, OHIO**

BEING DEVELOPED BY:

**JAKEJOSH LAND, LLC
(an Ohio limited liability company)**

This instrument prepared by:

**John Sumodi
JakeJosh Land, LLC
2262 Port Centre Drive
Medina, Ohio 44256**

PREAMBLE	1
ARTICLE I PREAMBLE – PROPERTY – EXPANSION OF PROPERTY	1
Section 1.1 - Preamble.....	1
Section 1.2 - Property.....	1
Section 1.3 - Expansion of the Property.....	2
ARTICLE II EXHIBITS AND DEFINITIONS	2
Section 2.1 - Exhibits.....	2
Section 2.2 - Definitions.....	2
ARTICLE III EASEMENTS	5
Section 3.1 - Utility Easements.....	5
Section 3.2 - Easement for Ingress and Egress.....	6
Section 3.3 - Owner’s Easements to Enjoyment.....	6
Section 3.4 - Emergency and Service Easements.....	7
Section 3.5 - Drainage Rights and Authority to Transfer Drainage and other Easement Rights to Township.....	7
Section 3.6 - Easements for Community Signs.....	7
Section 3.7 - Maintenance Easement.....	7
Section 3.8 - Environmental Easement.....	7
Section 3.9 - Easements to Run with the Lands.....	8
Section 3.10 - Township Requirements for Maintenance of Easements.....	8
Section 3.11 - Scope of Easements and Dedication of Roadways and Utilities.....	8
ARTICLE IV OWNERSHIP AND OPERATION OF COMMON PROPERTIES	9
Section 4.1 - Conveyances of Common Properties.....	9
Section 4.2 - Use of Common Properties.....	9
Section 4.3 - Developer’s Duty to Maintain Common Properties, Including Storm Sewers and Swales.....	9
Section 4.4 - Township’s Rights and Authority to Compel Maintenance of Common Properties, Storm Sewers, and Swales.....	10
ARTICLE V THE ASSOCIATION	10
Section 5.1 - Existence.....	10
Section 5.2 - Membership and Voting Rights.....	10

Section 5.3 - Board and Officers of the Association	11
Section 5.4 - Rights of the Association	11
ARTICLE VI RESPONSIBILITIES OF THE ASSOCIATION	12
Section 6.1 - Maintenance of Areas of Common Responsibility.....	12
Section 6.2 - Taxes and Assessments.....	12
Section 6.3 - Utilities	13
Section 6.4 - Exterior Maintenance of Living Units.....	13
Section 6.5 - Insurance and Reconstruction.....	13
Section 6.6 - Management	14
Section 6.7 - Enforcement.....	14
Section 6.8 - Rules and Regulations.....	14
Section 6.9 - Developer's Rights.....	15
Section 6.10 - General.	15
ARTICLE VII ASSESSMENTS.....	15
Section 7.1 - Definition of Assessments.	15
Section 7.2 - Responsibility of Payment.....	16
Section 7.3 - Creation of the Lien and Personal Obligation of Assessments.	16
Section 7.4 - Purpose of Assessments.....	17
Section 7.5 - Annual and Special Assessments.....	17
Section 7.6 - Notice and Quorum for any Action Authorized Under Section 7.5.....	17
Section 7.7 - Uniform Rate of Assessment.....	18
Section 7.8 - Date of Commencement of Annual Assessments; Due Dates.....	18
Section 7.9 - Effect of Nonpayment of Assessments; Remedies of the Association.	18
Section 7.10 - Subordination of the Lien to Mortgages.....	18
Section 7.11 - No Exemption for Non-Use of Facilities; No Refund of Reserves	18
Section 7.12 - Township's Right to Impose Assessments	19
ARTICLE VIII LIENS.....	19
Section 8.1 - Perfection of Lien.....	19
Section 8.2 - Duration of Lien.....	19
Section 8.3 - Priority.....	19
Section 8.4 - Dispute as to Assessment.	20

Section 8.5 - No Waiver Implied.....	20
Section 8.6 - Personal Obligations.	20
ARTICLE IX REMEDIES OF THE ASSOCIATION.....	20
Section 9.1 - Denial of Voting Rights.....	20
Section 9.2 - Specific Remedies.	20
Section 9.3 - Cost of Collection.....	21
Section 9.4 - Binding Effect.	21
ARTICLE X BUILDING RESTRICTIONS; DESIGN STANDARDS.....	21
Section 10.1 - Covenant of Good Maintenance.	21
Section 10.2 - Post Lights.....	22
Section 10.3 - Residence Size.	22
Section 10.4 - Garages.....	22
Section 10.5 - Exterior Features.	23
Section 10.6 - Driveways and Entry Walkways.	23
Section 10.7 - Parking.	24
Section 10.8 - Storage of Material and Trash Handling.	24
Section 10.9 - Commercial or Professional Uses.	24
Section 10.10 - Exterior Siding.....	24
Section 10.11 - Chimneys.	25
Section 10.12 - Grading.....	25
Section 10.13 - Topographic Plan.....	25
Section 10.14 - Builders.	25
Section 10.15 - Landscaping.....	25
Section 10.16 - Fences.	25
Section 10.17 - Mailboxes.....	25
Section 10.18 - Sheds; Detached Buildings.	25
Section 10.19 - Clothing Lines.....	26
Section 10.20 - Animals; Animal Pens and Cages.....	26
Section 10.21 - Nuisance.....	26
Section 10.22 - Sexual Predators.....	26
Section 10.23 - Group Home.	27

Section 10.24 - Signs.....	27
Section 10.25 - Use of Association Name.....	27
Section 10.26 - Certificate of Compliance with Restrictions.....	27
Section 10.27 - Violation of this Article.....	27
ARTICLE XI ARB REVIEW PROCEDURE.....	28
Section 11.1 - Structure of ARB	28
Section 11.2 - Required Approval.....	28
Section 11.3 - Approval of Plans	28
Section 11.4 - Grounds for Disapproval.....	29
Section 11.5 - Preliminary Approval of Plans.....	30
Section 11.6 - Final Review and Approval.....	30
Section 11.7 - Violation of Article XI.....	31
Section 11.8 - Costs of ARB.....	31
Section 11.9 - Liability of Members of ARB.....	32
Section 11.10 - Variances.....	32
ARTICLE XII MISCELLANEOUS.....	32
Section 12.1 - Covenants Run with the Property, Binding Effect.....	32
Section 12.2 - Notices.....	32
Section 12.3 - Duration and Amendment of Declaration.....	33
Section 12.4 - Interest Rates.....	34
Section 12.5 - Rule Against Perpetuities.....	34
Section 12.6 - Arbitration.....	34
Section 12.7 - No Partition.....	34

LAKEVIEW PINES HOMEOWNERS' ASSOCIATION, INC.
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF LAKEVIEW PINES SUBDIVISION, MEDINA, OHIO

THIS DECLARATION ("Declaration") is made as of the 24th day of January, 2025, by and between JAKEJOSH LAND LLC, an Ohio limited liability company ("Developer"), and LAKEVIEW PINES HOMEOWNERS' ASSOCIATION, INC., an Ohio non-profit corporation ("Association").

PREAMBLE

- A. Developer is the owner of certain real property ("Property") situated in Montville Township, Medina County, Ohio, which is more particularly described in Exhibit "A", annexed hereto and made a part hereof.
- B. The Association has been incorporated under the laws of the State of Ohio, as a not-for-profit corporation, for the purpose of exercising the functions herein.
- C. The Association joins in the Declaration for the purpose of accepting the duties and responsibilities imposed upon them by the protective covenants and restrictions herein contained.
- D. Developer declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth, and further specified that this Declaration shall constitute covenants to run with the land and shall be binding upon Developer, and its successors and assigns and all other owners of any part of the Property, together with their Owners, successors, heirs, executors, administrators or assigns.

I. PREAMBLE - PROPERTY - EXPANSION OF PROPERTY

1.1 Preamble.

The Preamble is incorporated into and made part of this Declaration.

1.2 Property.

The Property, which is and shall be owned, held, transferred, sold, use and occupied subject to this Declaration is the real property described in Exhibit "A". A site plan of the Property is attached hereto and made a part hereof as Exhibit "B".

1.3 Expansion of the Property.

The Developer reserves the right from time to time to add additional property to the Property and to subject the same to the provisions of this Declaration. To add any additional property, the Developer shall execute and record a Subsequent Amendment (as defined herein) to this Declaration which expressly provides that the land described therein shall become a part of the Property and shall be subject to the Covenants and Restrictions set forth in this Declaration, except as the same may be modified by the Subsequent Amendment.

II. EXHIBITS AND DEFINITIONS

2.1 Exhibits.

The following Exhibits are attached to and made a part of this Declaration:

Exhibit "A" - Legal description of the Property

Exhibit "B" - A site plan of the Property

Exhibit "C" - Code of Regulations

Exhibit "D" - A Form of Certificate of Compliance (See Section 10.15 of this Declaration)

2.2 Definitions.

For purposes of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

- (a) "Architectural Review Board" or "ARB" shall mean the Builder until the last of the Living Units are occupied by Owners, after which it will be the Board.
- (b) "Areas of Common Responsibility" shall mean and refer to: (1) the Common Properties; (2) the entrances to the Property situated off of existing and future public streets that abut the Property (the "Entrances") and landscaping, lighting, irrigation and other improvements with the Entrances; (3) storm drainage that generally serves the Property and that is not the responsibility of the Township, including storm water retention/detention and management areas; (4) real and personal property owned by the Association; (5) real and personal property not owned by the Association but determined by the Board to be the responsibility of the Association; (6) landscaping of the Common Properties; (7) maintenance and repair of any structure including fencing within the Common Properties; (8) any emergency access areas from the Property to a public street; (9) any play or recreation areas within Common Properties. Any public right-of-way, within or adjacent to the Property and sidewalks adjacent to Common Properties, may be part of the Areas of Common Responsibility.
- (c) "Assessments" shall mean assessments levied against all Owners of Sublots to fund Common Expenses.
- (d) "Association" shall mean LAKEVIEW PINES HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

- (e) "Board" shall mean the Board of Directors of the Association. The Board is sometimes referred to as the "Directors." The members of the Board shall be appointed and/or removed pursuant to the Code of Regulations of the Association.
- (f) "Township" shall mean Montville Township, Ohio. It is specifically acknowledged by all parties to these Covenants and Restrictions that the "Township" is a third-party beneficiary to certain provisions of this Declaration and has the same authority to administer and enforce such provisions as they relate to the Common Properties, storm sewers, and swales, and storm water retention/detention and management areas as does the Association or the Developer.
- (g) "Class "B" Control Period" shall mean the period of time during which the Class "B" Member (the Developer) is entitled to appoint a majority of the members of the Board, or to act as the Board, as provided in the Code and shall begin upon the approval of the Subdivision by the Township until the sale of seventy-five percent (75%) of the Lots in the Subdivision
- (h) "Code" shall mean the Code of Regulations of the Association attached hereto as Exhibit D.
- (i) "Common Expenses" shall mean (i) the actual and estimated expenses of operating the Association, both for general or special purposes, including reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Code, and the Articles of Incorporation of the Association
- (j) "Common Properties" shall mean all real and personal property now or hereafter owned by the Association or otherwise held for the common use and enjoyment of the Owners or Occupants. Common Properties shall include (i) the Entrances of the Property, storm water retention/detention and management areas, and those areas of land intended for the common use, benefit and enjoyment of all Occupants of the Property. Any Owner may delegate, in accordance with the Code and subject to all reasonable rules, regulations, and limitations as may be adopted in accordance therewith, his or her right of enjoyment to the Common Properties to the Family Members of the Owner, tenants and social invitees and shall be deemed to have made a delegation of all such rights to the Occupants of any leased Living Unit. The Common Properties are not for use by the general public, but are for the common use and enjoyment of the Owners of Living Units within Lakeview Pines.
- (k) "County" shall mean the County of Medina.
- (l) "Developer" shall mean JAKEJOSH LAND LLC and its successors, transferees and assigns.
- (m) "Family Members" shall include the mother, father, spouse, son, daughter, sister or brother of any Owner, provided that the person shall have his or her primary residence with the Owner.
- (n) "Living Unit" shall mean and refer to any single-family dwelling located on a

Sublot. For purposes of this Declaration, a Living Unit shall come into existence when the improvements constructed thereon are sufficiently complete to reasonably permit the habitation thereof, whether or not a certificate of occupancy has been issued for the Living Unit by the governmental authority having jurisdiction over the same, and the Living Unit has been conveyed to a person other than the Developer.

- (o) "Member" shall mean a person or entity entitled to membership in the Association, as provided herein.
- (p) "Occupant" shall mean a person in the possession of a Living Unit including, without limitation, an Owner or any guest, invitee, lessee, tenant, or Family Member of an Owner occupying or otherwise using a Living Unit.
- (q) "Owner" shall mean the record owner or owners of the fee simple title to any Sublot which is part of the Property, including the Developer (except as otherwise provided herein) with respect to an unsold Sublot. It shall not include mortgages until such time as title is transferred by deed to any respective mortgagee. Each Sublot shall be deemed to have one Owner for voting purposes, regardless of the number of actual owners. For the purpose of this Declaration, the Owner of a Sublot that is rented to an Occupant shall be as follows: for the purpose of votes and Assessments, the record Owner of the Sublot; for the purpose of use and enjoyment of common facilities and amenities which are part of the Common Properties, the Tenant residing at the Sublot.
- (r) "Person" shall mean a natural individual, corporation, partnership, limited partnership, limited liability company, trust or other entity to which the law attributes the capacity of having rights and duties.
- (s) "Property" shall mean all of that certain real property described in Exhibit "A", annexed hereto and made a part hereof, and such additional real property as may hereafter be brought under the jurisdiction of the Association by purchase, gift, or devise.
- (t) "Rules" shall mean rules and regulations promulgated by the Board or the ARB that govern the operation and use of the Sublots, Living Units, Areas of Common Responsibility, Common Properties, and any other property owned by the Association.
- (u) "Site Plan" shall mean the preliminary site plan of the Property dated January 25, 2025, and prepared by Davey Resource Group. The Site Plan may be supplemented, modified and amended from time to time. The Site Plan shows the Property described in Exhibit "A".
- (v) "Sublot" shall mean and refer to any plot of land set aside for residential construction upon which a Living Unit has been or may be constructed.
- (w) "Subsequent Amendment" means an amendment to this Declaration which adds additional property to that covered by this Declaration. A Subsequent Amendment may, but is not required to: (i) impose, expressly or by reference, additional restrictions and obligations on the land submitted by such Subsequent Amendment to the provisions of

this Declaration; and/or (ii) otherwise amend this Declaration and/or the Code.

(x) "Tenant" means any person(s) having a possessory leasehold estate in a Living Unit, other than the Owner.

(y) "Builder" shall mean The Drees Company, or any other person or entity who acquires a Lot from The Drees Company (or the Developer) for the purpose of improving said Lot and erecting a Living Unit thereon for resale to an Owner.

III. EASEMENTS

3.1 Utility Easements.

There is hereby reserved in favor of Developer and granted to the Association, its successors and assigns, a non-exclusive easement upon, across, over, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of all utilities and service lines and systems including, but not limited to, water, storm and sanitary sewer, energy, drainage, gas, telephone, electricity, television, cable and communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Developer and the Association and their successors and assigns, or the providing utility or service company, to install and maintain facilities and equipment on the Property provided that such facilities shall not materially impair or interfere with any Living Units and provided further than any areas disturbed by such installation and maintenance are restored to substantially the condition in which they were found. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or located except as approved by the Developer or the ARB or unless the same are shown on a recorded plat. There is hereby reserved in favor of the Developer and the Association the right (but not the obligation) to grant neighboring property owners easements for access purposes and easements for utility purposes so long as the granting of easements for utility purposes does not overburden the utilities serving the Property.

The Declarant shall have and hereby reserves easements in favor of itself, its successors and assigns, the Association and such other persons or entities as it may designate as follows:

(a) In, on and over those strips of land as shown on the final plat of the Subdivision for the purpose of access to construct, use and maintain signage, lighting and landscaping; and

(b) In, on and over the utility and drainage easements depicted on the plat of Subdivision for the Property for the installation and maintenance of utility and drainage systems.

3.2 Easement for Ingress and Egress.

There is hereby created a non-exclusive easement upon, across, over and through any sidewalks and walkways in favor of Developer, the Association, and all Owners, Occupants, and their respective guests, licensees and invitees for pedestrian and vehicular ingress and egress, as the case may be, to and from all of the various portions of the Property. Notwithstanding the

foregoing, the Developer and/or the Association may limit this right of ingress and egress by a Subsequent Amendment.

3.3 Owner's Easements to Enjoyment.

Developer, every Owner, any Occupant and the guest of such parties shall have a right and non-exclusive easement of use and enjoyment in and to the Common Properties which shall be appurtenant to and shall pass with the title to every Sublot, subject to the following provisions:

- (a) the right of the Association to suspend the voting rights of an Owner for any period during which any Assessment against his Sublot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Rules;
- (b) Not in limitation of any other prohibitions contained in this document, no vehicle shall be parked on the Common Properties except in areas designated for parking by the Association. Designated vehicular parking spaces are to be utilized for guest and visitor temporary parking only. Vehicles otherwise permitted to be parked within visitor or guest parking spaces on the Common Properties shall not be parked in any or all of the designated parking spaces for a period of more than three (3) consecutive days nor for periods more often than three (3) times per any calendar year.
- (c) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been signed by two-thirds (2/3) of the Members and has been recorded with the recorder of the County.

3.4 Emergency and Service Easements.

There is hereby granted to the Township and County an easement for access to the Common Properties for emergency purposes or in the event of nonperformance of maintenance of improvements affecting the public interest. The Township and County shall have the right, after proper notice, to make improvements and perform maintenance functions with the costs thereof levied as a lien against the Common Properties. Advance notice is not required for emergency entrance onto the Common Properties.

3.5 Drainage Rights and Authority to Transfer Drainage and other Easement Rights to Township.

The Developer, each Owner, the Association, the Township and County shall have the non-exclusive right and easement in common to utilize the waterways, courses, storm sewers, drainage pipes and retention basins in, over and upon the Common Properties for the purposes of drainage of surface waters on the Property, said rights-of-ways and easements being hereby established for said purpose. It shall be the obligation of the Association to properly maintain, repair, operate and control such drainage system on the Common Properties unless those easement areas are accepted by the Township and/or County or other governmental authority having jurisdiction by formal action of the Township and/or County. No Person shall interfere with the free flow of water through any drainage ditches or storm sewers within the Property.

3.6 Easements for Community Signs.

There is hereby reserved for the benefit of Developer and Association, easements over the Common Properties to install, maintain, repair, replace and illuminate signs that are for the general benefit of the Property or for the identification of a particular portion thereof. The type, size and location of the signs shall be subject to the approval of the ARB and subject to the laws of the County, Township and other governmental authorities having jurisdiction.

3.7 Maintenance Easement.

There is hereby reserved for the benefit of the Association and its agents, employees, successors and assigns an alienable, transferable, and perpetual right (but not the obligation) and easement to enter upon any Sublot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash and debris in order to maintain reasonable standards of health, fire safety, and appearance with the Property, provided that such right and easement shall not impose any duty or obligation upon Developer or the Association to perform any such actions; and provided, further, that in exercise of its rights hereunder the Association shall be entitled to be reimbursed by such Owner pursuant to the terms and provisions hereof.

3.8 Easements to Run with the Lands.

All easements and rights described herein are easements appurtenant to the Property (including the Living Units) and the Common Properties, shall run with said lands, perpetually and at all times inure to the benefit of and be binding upon the Developer, its successors and assigns, and any builder, Owner, Tenant, Occupant, purchaser, mortgagee, the Township, the County or other Person having an interest in the Property, or any part or portion thereof.

3.9 Township Requirements for Maintenance of Easements.

No structures (including, but not limited to, sidewalks and driveways), plantings or other materials shall be placed or permitted to remain within easement areas for sanitary sewers, storm sewers, drainage areas and swales, granted to the Township, which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas, or which may

change or increase the flow of water through the receptive easement areas. The easement areas and all improvements therein shall be maintained continuously by the Developer or the Association, as the case may be, unless those easement areas are accepted by the Township, or other governmental authorities having jurisdiction, and which the Township, or other governmental agencies having jurisdiction, have formally undertaken to maintain. The Township shall have the right to enter upon and across each Sublot at any place that the Township deems necessary in order to install or maintain, or to perform any function or operation in accordance with such easement.

3.10 Scope of Easements and Dedication of Roadways and Utilities

As the improvements to be located within the Property for the easement rights granted or reserved under Sections 3.1 and 3.2 are definable within the specific area, the Developer or the Association (with the Developer's prior written consent so long as Developer is a Class "B" Member) shall have the right (but not the obligation) to: (a) limit such easements to specific areas and purposes, and record a document or documents releasing the balance of the lands from the burden of such easements; and/or (b) record a plat or other document or documents setting forth the specific areas subjected to such easements; and/or (c) dedicate to public or private use specific areas (and the improvements contained therein) within the Property to meet the requirements of the County, Township, and other public authorities having jurisdiction over the same. The Developer or the Association may exercise any of such rights without the necessity of obtaining the consent or approval of Owners and other Persons for whose benefit the easement rights are granted or reserved.

IV. OWNERSHIP AND OPERATION OF COMMON PROPERTIES

4.1 Conveyances of Common Properties.

Developer shall convey the Common Properties to the Association within thirty (30) days following by the sale of seventy-five percent (75%) of all of the Sublots in the Subdivision to individual Owners, other than the Developer or Builder. Such conveyance shall be by limited warranty deed and shall have priority over all liens and encumbrances whatsoever except the easements, covenants, restrictions and provisions of this Declaration; easements, covenants, restrictions, conditions and other similar matters of record; real estate taxes and assessments which are a lien, but are not due and payable at the time of said conveyance; and zoning and other ordinances, if any. Developer shall cause any mortgagee of the Common Properties to subordinate its mortgage on such areas in favor of this Declaration. The Association shall hold title to said parcels subject to the provisions of this Declaration. After title to the Common Properties is transferred to the Association, or its successors and assigns, except as otherwise provided herein, the Developer shall have no greater ownership or control over the Common Properties than the ownership or control of Owners or Occupants within the Property.

4.2 Use of Common Properties.

Developer, all Owners, Occupants and the guests of such parties shall have the right to enter upon, use and enjoy the Common Properties for their intended purposes in accordance with this Declaration and the applicable Rules which shall be appurtenant to and shall pass with the

title to every Sublot, subject to the right of the Association (and/or the Developer, for so long as Developer is a Class "B" Member) to dedicate or transfer any part of the Common Properties to the Township and any other public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Developer or the Board, as the case may be. For so long as the Developer is the Class "B" Member, the Developer may exercise such right in its sole discretion without the necessity of obtaining the consent or approval of the Association, Board or Members. Any Owner may delegate, in accordance with the Code of the Association and subject to Rules, as may be adopted in accordance therewith, his or her right of enjoyment to the Common Properties to his or her Family Members and social invitees and shall be deemed to have made a delegation of all such rights to the Occupants or Tenants of any leased Living Unit.

4.3 Developer's Duty to Maintain Common Properties, Including Storm Sewers and Swales.

The Developer shall have the duty and obligation to pay for all real estate taxes and assessments on all Common Properties within an applicable phase until such time as all improvements on the Common Properties within that particular phase have been completed and the Common Properties to be owned by the Association are formally deeded over to the Association. The Developer shall maintain all Common Properties, storm sewers and swales, storm water detention/retention basins and storm management systems until such time as the improvements are installed, completed and paid for in full, and turned over to the Association. Maintenance shall include, but not be limited to, painting, repairing, replacing and caring for all appurtenances, exterior and interior, of structures, if any, within the Common Properties, and planting of trees, shrubs, grass areas, private driveways, walls, concrete and other improvements in and/or on the Common Properties, storm sewers, swales, storm detention/retention areas and storm management areas. Notwithstanding anything in this Declaration to the contrary, the duties and obligations of either the Developer or Association, as they relate to the Common Properties and the authority to enforce these duties and obligations shall be of unlimited duration, shall be non-modifiable and shall be non-waiver able without the prior written consent of the Township.

4.4 Township's Rights and Authority to Compel Maintenance of Common Properties, Storm Sewers, and Swales.

The Township, as a third party beneficiary, may, although under no obligation or duty to do so, compel compliance with Section 4.3 of this Article IV, as the Township deems necessary by court action or by any other means.

V. THE ASSOCIATION

5.1 Existence.

The Association shall be an Ohio not-for-profit corporation and shall be established no later than the date upon which the first Sublot is conveyed to a bona fide purchaser for value. The Association shall not be dissolved nor shall the Association dispose of Common Properties without first offering to dedicate the same to the Township.

5.2 Membership and Voting Rights.

(a) Classes of Membership.

The membership of the Association is and shall be divided into two (2) classes:

(i) Class "A" Membership. Each Owner of a Sublot, with the exception of the Developer, shall automatically be a Class "A" Member of the Association. Membership in the Association is mandatory of all Owners of Sublots within the Property. The Class "A" Membership is appurtenant to the ownership of each Sublot and shall not be separable from the ownership of any Sublot and shall be deemed to have been terminated with any voluntary or involuntary conveyance of any Sublot, whether or not such membership is expressly referred to in the instrument effecting such conveyance, at which time the new Owner or other successor in interest shall immediately and automatically become a Member of the Association with all rights and responsibilities relative thereto. No Owner, whether one or more persons, shall have more than one membership per Sublot owned.

(ii) Class "B" Membership. The Developer shall automatically be the sole Class "B" Member of the Association.

(b) Voting Rights.

(i) Class "A" Member. Class "A" Members shall be entitled to one (1) equal vote for each Sublot in which they hold the interest required for membership under Section 5.2(a)(i) hereof. There shall be only one (1) vote for each Sublot. When a fiduciary or other legal representative of an Owner has furnished to the Association proof of such person's authority, such person may vote as though he or she were the Owner.

(ii) Class "B" Member. The Class "B" Member shall be the Developer. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the Code, are specified elsewhere in this Declaration and the Code. The Class "B" Member shall be entitled to appoint a majority of the directors of the Board, or to act as the Board, during the Class "B" Control Period, as specified in this Declaration and/or the Code. During the Class "B" Control Period, the Class "B" Member shall have two (2) votes for every lot which the Developer owns. After the expiration of the Class "B" Control Period or the sale of fifty percent (75%) of the Lots in the Subdivision, the Developer shall have one (1) vote for every Lot it owns.

5.3 Board and Officers of the Association.

The Directors of the Board and the officers of the Association shall be elected as provided in the Code and shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, the Articles and Code, except as otherwise specifically provided.

5.4 Rights of the Association.

Notwithstanding the rights and easements of enjoyment and use created herein and in addition to any right the Association shall have pursuant to this Declaration or in law, the

Association shall have the right:

- (a) To borrow money from time to time for the purpose of maintaining and improving the Common Properties, and secure said financing with: (1) a mortgage or mortgages upon all or any portion of property owned by the Association in accordance with its Articles and the Code and subject to the provisions of this Declaration; and/or (2) an assignment of Assessments, including special Assessments and future Assessments.
- (b) To take such steps as are reasonably necessary to protect the Common Properties from foreclosure.
- (c) To convey the Common Properties or a portion thereof, to a successor; provided, however, that any such conveyance shall, during the Class "B" Control Period, require the consent of the Class "B" Member, and, following the Class "B" Control Period, require the vote of two-thirds (2/3) of the Class "A" Members, and provided further that such successor shall agree, in writing to be bound by the easements, covenants, restrictions and agreements of this Declaration.
- (d) To enter or authorize its agents to enter on or upon the Property, or any part thereof, when necessary in connection with any maintenance, repair or construction for which the Association is responsible or has a right to maintain, repair or construct. Such entry shall be made with as little inconvenience to the Owner and Occupants thereof as practicable and any damage caused thereby shall be repaired by the Association.
- (e) To grant or obtain or dedicate to public use easements and rights-of-way (i) for access and easements for the construction, extension, installation, maintenance or replacement of utility services and facilities, or (ii) to or from a public or governmental authority, and to or from anybody or agency which has the power of eminent domain or condemnation over any portion of the Property.

VI. RESPONSIBILITIES OF THE ASSOCIATION

6.1 Maintenance of Areas of Common Responsibility.

- (a) The Association shall maintain the Areas of Common Responsibility in a clean, safe, neat, healthy and workable condition, and in good repair, and shall promptly make all necessary repairs and replacements, structural and nonstructural, ordinary as well as extraordinary, subject only to the provisions of this Declaration. The Association may provide equipment and supplies necessary for the maintenance (including landscape maintenance) and enjoyment of Common Properties. All work performed by the Association under this Article shall be performed in a good and workmanlike manner.
- (b) The Association shall have the duty to maintain all Common Properties and all storm sewers, and swales, storm retention/detention areas and storm management areas after the same have been completed by the Developer and turned over to the Association. Such maintenance shall include, but not be limited to, painting, repairing, replacing and caring for all the appurtenances, exterior and interior of structures, if any,

within the Common Properties, and maintenance of trees, shrubs, grass areas, lighting, utility lines, walls, concrete and other improvements in and/or on the Common Properties and storm sewers and swales, storm detention and retention areas and storm management areas.

- (c) The Township, as a third party beneficiary, may, although under no obligation or duty to do so, compel compliance with Section 6.1(b) as the Township deems necessary by court action or by other means.

6.2 Taxes and Assessments

The Association shall pay all taxes and assessments levied against portions of the Property owned by the Association, including, without limitation, personal property taxes, general real estate taxes and special assessments certified by the applicable public authority following conveyance of such property to the Association, the same to be prorated to the date such property is created as a separate tax parcel and is submitted to this Declaration. The following property shall be exempted from the assessments and liens created herein: a) all properties to the extent of any easement or other interest therein dedicated and accepted by the Township and devoted to public use; and b) all properties of the Township which are exempted from taxation by the laws of the State of Ohio.

6.3 Utilities

The Association shall pay all charges for water, sewer, electricity, light and other services used, rented or supplied to or in connection with any property owned and/or operated by the Association. All such utility services shall be contracted for, metered and billed by and through the Association.

6.4 Exterior Maintenance of Living Units

Each Owner is responsible for the exterior maintenance, repair and replacement (including maintenance of landscaping) of such Owner's Living Unit and the Sublot upon which such Living Unit is situated. If an Owner fails to perform such maintenance, repair or replacement obligations, in a manner satisfactory to the Board, the Association shall have the right (but not the obligation) to make any such repair or replacement and the cost of such repair and replacement shall be added to and become part of the Assessment for which such Living Unit is subject. For the purpose solely for performing any rights granted to the Association by this Section, the Association, through its duly authorized agents, employees and contractors, shall have the right and license, after reasonable notice to an Owner, to enter upon any Sublot at reasonable hours.

6.5 Insurance and Reconstruction.

- (a) Insurance. The Association may carry any and all insurance it deems necessary on the Common Property and shall insure itself, the members of the Board, the Owners and Occupants of Living Units against liability for personal injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Common Properties. The premiums for the aforesaid policies

shall be assessed as Common Expenses. The Association shall carry officers' and directors' liability insurance. Such general liability policy for the Common Property and the officers' and directors' liability insurance policy shall be effective not later than the conveyance of the first Sublot to anyone other than the Developer.

- (b) Responsibility for Reconstruction or Repair. If any portion of the Common Property shall be damaged by perils covered by insurance carried by the Association, the Association shall cause such damaged portion to be promptly reconstructed or repaired to the extent of the funds made available to the Association, as hereinafter provided, and any such reconstruction or repair shall be substantially in accordance with the original construction.
- (c) Negligence of an Owner. Each Owner shall be liable for the expenses of any maintenance, repair or replacement (or payment of any deductible amount required by any insurance policy) rendered necessary by his or her negligence or by that of any member of his or her family or his or her or their guests, employees, agents or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his or her use, misuse, occupancy or abandonment of his or her Living Unit or its appurtenances or of the Common Properties.
- (d) Waiver of Subrogation. Each Person as a condition of accepting title and/or possession of a Sublot and the Association agree for themselves, and their respective successors, heirs, executors, administrators, personal representatives, assigns, and lessees, provided said agreement does not invalidate or prejudice any policy of insurance, that in the event that any building, structure or improvement within the Property or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance, the rights, if any, of any of them against the other, or against the employees, agents, licensees or invitees of any of them with respect to such damage or destruction and with respect to any loss resulting therefrom are hereby waived.

6.6 Management

The Association will provide the management and supervision for the operation of the Areas of Common Responsibility. The Association shall establish and maintain such policies, programs, and procedures, and shall perform and carry out all other duties and acts reasonably necessary to give effect to and to fully implement this Declaration for the purposes intended and for the benefit of the Members and may, but shall not be required to:

- (a) Adopt Rules;
- (b) Engage employees and agents, including without limitation, security personnel, attorneys, accountants and consultants, maintenance firms and contractors;
- (c) Delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company. Such delegation may be evidenced by a management contract which shall provide for the duties to be performed by the

managing agent and for the payment to the managing agent of a reasonable compensation. No management agreement or renewal thereof shall be for a period longer than one (1) year (subject to the right of either party to terminate the management contract without cause and without payment of a termination fee, upon ninety (90) days written notice to the other party);

(d) The management agreement may be with an entity owned by or associated with Developer or owned by, associated with, controlled or employed by any partner, shareholder, officer, director, agent or employee of Developer.

6.7 Enforcement.

The Association shall take all actions reasonably necessary under the circumstances to enforce the covenants and restrictions as set forth in more detail in Article IX hereof.

6.8 Rules and Regulations.

The Association, through the Board, may make and enforce Rules governing the Areas of Common Responsibility, which Rules shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Impositions of sanctions shall be as provided in the Code. An Owner shall be subject to the foregoing sanctions in the event of a violation by such Owner, his family, guests, Tenants or by his co-owners or the family, guests or Tenants of such co-owners.

6.9 Developer's Rights.

During the Class "B" Control Period, the Developer shall exercise any and all of the powers, rights, duties and functions of the Association, including, without limitation, the right to levy special assessments as authorized herein, the right to enter into a management contract, the right to obtain insurance under Developer's blanket policy (if any), the right to perform each duty and obligation of the Association set forth herein, the right to collect Assessments and disburse all funds of the Association, and the right to have a lien (and to foreclose said lien) on a Sublot for unpaid Assessments in the manner and to the extent granted to the Association as herein provided.

6.10 General.

The Association shall perform and carry out all other duties and acts reasonably necessary to give effect to and implement the intent of the provisions of this Declaration.

VII. ASSESSMENTS

7.1 Definition of Assessments.

As used in this Declaration, Assessments shall mean all of the costs and expenses incurred by the Association in the exercise of its obligations with respect to the Areas of Common Responsibility, including, without limitation:

- (a) All expenditures required to fulfill the responsibilities of the Association, including, but not limited to, expenditures relating to maintenance fees;
- (b) All amounts incurred in collecting Assessments including all legal and accounting fees;
- (c) Reserves for uncollectible Assessments, unanticipated expenses, replacements, major repairs and contingencies;
- (d) Such other costs, charges and expenses which the Association determines to be necessary and appropriate within the meaning and spirit of this Declaration, provided however, that, following the expiration of the Class "B" Control Period, annual capital additions, capital improvements, and/or capital acquisitions (not including repairs or replacements for which the Association is responsible hereunder) having a total cost in excess of Five Thousand Dollars (\$5,000.00) in Constant Dollars, shall require, in each case, the prior approval of at least a majority of the Class "A" Members. Notwithstanding the foregoing, in case of an emergency requiring prompt action to avoid further loss, the Board shall have the discretion to expend whatever is necessary to mitigate such loss. For purposes of this Section 7.1, "Constant Dollars" shall mean the value of the U.S. dollar to which such phrase refers, as adjusted from time to time. An adjustment shall occur on the first (1st) day of June of the sixth (6th) full calendar year following the Date of this Declaration, and thereafter at five (5) year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "Base Index Number" shall be the level of the Index for 2018; the "Current Index Number" shall be the level of the Index for the year preceding the adjustment year; the "Index" shall be the Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor for U.S. City Average, All Items (1982-84=100), or any successor index thereto.

7.2 Responsibility for Payment of Assessments.

- (a) All Owners of Sublots, with the exception of Developer and Builder, shall be responsible for paying Assessments levied against such Sublots. Payment of Assessments may be required by the Developer or Board on a monthly, quarterly, semi-annual or annual basis.
- (b) During the Class "B" Control Period, the Developer shall determine the Assessments to be paid by the Owners, and the Developer shall pay all Common Expenses. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of both. The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Developer or other entities for the payment of some portion of the Common Expenses

during the Class "B" Control Period. After the Class "B" Control Period, the amount of Assessments attributable to each Sublot shall be established by the Board as of January 1 of each year, and each Owner of a Sublot shall pay an equal amount of such Assessments as hereinafter described.

7.3 Creation of the Lien and Personal Obligation of Assessments.

Each Owner of any Sublot, with the exception of the Developer and Builder, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual Assessments or changes, (ii) special Assessments for capital improvements, and (iii) additional Assessments, all such Assessments to be established and collected as hereinafter provided. In the event that the Assessment is not paid by the tenth (10th) day of the month when due, then such Assessment shall be "delinquent" and the Assessment, together with the Costs of Collection, as hereinafter defined, shall, upon perfection, become a continuing lien upon the interest of such Person in his Sublot and shall bind such Owner, his heirs, devisees, personal representatives, successors and assigns. A co-Owner of a Sublot shall be personally liable, jointly and severally, with all other co-Owners for all Assessments made by the Association with respect to said Sublot. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Sublot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his successors in title unless expressly assumed by them.

7.4 Purpose of Assessments.

The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of Lakeview Pines and for the improvement and maintenance of the Common Properties and as is otherwise consistent with the rights and responsibilities of the Association hereunder and for the benefit of the Members.

7.5 Annual and Special Assessments.

The Developer or the Board shall prepare or cause the preparation of an annual operating budget for the Association and shall fix the amount of the Assessments. Such budget shall include a reserve in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of a special assessment, provided that the reserve may be waived annually by an affirmative vote of a majority of the Members of the Association. This capital reserve fund shall be considered separate from any other reserve fund required under the Declaration or Code of Regulations of the Association. Written notice of the Assessments shall be sent to the Owner of each Living Unit. As Sublots are improved with Living Units, the Owners thereof (including Living Units owned by the Developer or Builder and used as a model) shall commence payment of the Assessments. The amount of Assessments attributable to Living Units shall be established as of January 1 of each year and each Living Unit shall be charged an equal amount of the Assessments.

In addition to the annual Assessments authorized herein, the Association may levy, in any Assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital

improvement upon the Common Properties, including fixtures and personal property related thereto, and/or to meet any other emergency or unforeseen expenses of the Association, provided that any such special Assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. Special Assessments shall be due as provided by the Board.

7.6 Notice and Quorum for any Action Authorized Under Section 7.5.

Written notice of any meeting called for the purpose of taking any action authorized under Section 7.5 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7.7 Uniform Rate of Assessment.

Both annual and special Assessments must be fixed at a uniform rate for all Sublots containing occupied Living Units and may be collected on a monthly basis or other periodic basis established by the Board, but not more often than monthly or less often than annually.

7.8 Date of Commencement of Annual Assessments; Due Dates.

Subject to the rights reserved to the Developer in Section 7.5 for vacant Sublots, the annual Assessment provided for herein shall commence as to all Living Units on the first date of the month in which an owner takes title to said Living Unit and Sublot. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual Assessment against each Living Unit at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. If additional land is annexed to the Property as herein permitted, the annual Assessments as to the Living Units added to the Property by such annexation shall commence on the first (1st) day of the month following completion of the Living Unit within the annexed land. The Association, shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessment on a specified Living Unit have been paid. A properly executed Certificate of the Association in the form of Exhibit "D" hereof as to the status of Assessments on a Living Unit is binding upon the Association as of the date of its issuance.

7.9 Effect of Nonpayment of Assessments; Remedies of the Association.

Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum and shall be subject to the remedies available to the Association as set forth in Article VIII this Declaration. In addition, the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Sublot.

7.10 Subordination of the Lien to Mortgages.

The lien of the Assessments provided for herein shall be subordinate to the lien of any purchase money evidenced by a recorded first mortgage. The sale or transfer of any Sublot shall not affect the Assessment lien. No sale or transfer shall relieve such Sublot from liability for any Assessments thereafter becoming due or from the lien thereof.

7.11 No Exemption for Non-Use of Facilities; No Refund of Reserves

(a) A Member not otherwise exempt from the Assessments may not exempt himself from liability for Assessments levied against him by waiver of the use of the Common Properties that are owned and/or operated by the Association or by abandonment of his Sublot. Furthermore, no Member shall be entitled to any portion of the funds held for reserves; nor shall any Owner have a claim against the Association with respect thereto.

(b) Notwithstanding anything to the contrary herein, unimproved Sublots owned by the Developer and the Common Properties shall be exempt from payment of Assessments or additional Assessments. No Sublot owned by the Developer or a Builder may be exempt from paying Assessments once there is an occupied Living Unit on the Sublot.

7.12 Township's Right to Impose Assessments.

The Township shall have the right, but not the obligation, to impose any special Assessments for improvements made by the Township which otherwise would be a lien on the Common Properties or Sublots on an equitable basis to be determined by the Township. The Assessments set forth above are enforceable as provided by law and under Articles VIII and IX of this Declaration.

VIII. LIENS

8.1 Perfection of Lien

If any Owner or a Developer shall fail to pay an Assessment levied in accordance with this Declaration (such Owner hereinafter referred to as the "Delinquent Owner") when due and such Assessment is delinquent, or if an Owner or a Developer shall violate any rule or breach any restriction, covenant or provision contained in the Declaration or Code, the Board may authorize the perfection of a lien on the Sublot of the delinquent and/or violating Owner or Developer by filing for record with the Recorder of Medina County, a Certificate of Lien. The Certificate of Lien shall be in recordable form and shall include the name of the delinquent Owner, a description of the Sublot of the delinquent Owner, the entire amount claimed for the delinquency and/or violation, including interest thereon and costs of collection, and a statement referring to the provisions of this Declaration authorizing the Certificate of Lien.

8.2 Duration of Lien.

Said lien shall remain valid for a period of five (5) years from the date of filing of said Certificate of Lien, unless sooner released or satisfied in the same manner provided by law for

the release or satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in action to discharge such lien. A lien may be renewed by the subsequent filing of a Certificate of Lien prior to the expiration of the five (5) year period referred to above.

8.3 Priority.

A lien perfected under this Article VIII shall take priority over any lien or encumbrance subsequently arising or created except for liens for real estate taxes and liens of bona fide mortgages which have been heretofore filed for record prior to the date a lien is perfected under this Section 8.3. A lien perfected pursuant to this Article may be foreclosed on by the Association after authorization from the Board, in the same manner as a mortgage against real property. Any funds received at the judicial sale of the delinquent Owner's or Developer's Sublot in excess of mortgage liens, court costs and the taxes and assessment liens shall be paid over to the Association to the extent of its lien.

8.4 Dispute as to Assessment.

The Developer or any Owner who believes that an Assessment levied by the Association against him for which a Certificate of Lien has been filed by the Association has been improperly determined, may bring an action under the Arbitration Provisions contained in Section 12.6 of this Declaration for the discharge of all or any portion of such lien; but the lien shall continue until the actual amount of the lien so determined is paid in full or otherwise be fully discharged.

8.5 No Waiver Implied.

The creation of a lien upon a Sublot owned by a delinquent Owner shall not waive, preclude or prejudice the Association for pursuing any and all other remedies granted to it elsewhere in this Declaration, whether at law or in equity.

8.6 Personal Obligations.

The obligations created pursuant to this Article VIII shall be and remain the personal obligation of the delinquent Owner until fully paid, discharged or abated and shall be binding on the heirs, personal representatives, successors and assigns of such delinquent Owner.

IX. REMEDIES OF THE ASSOCIATION

9.1 Denial of Voting Rights.

If any Owner fails to pay an Assessment when due, such Owner, and all Occupants of any and all Living Units of such Owner, shall not be entitled to vote on Association matters until said Assessment is paid in full.

9.2 Specific Remedies.

The violation of any Rule, or the breach of any restriction, covenant or provision contained in this Declaration or in the Code, shall give the Association and the Developer the right, in addition to all other rights set forth herein and provided by law, (a) upon prior written notice to

the Owner, enter upon the Living Unit or Sublot or portion thereof upon which, or as to such violation or breach exists, and summarily abate and remove, at the expense of the Owner of the Living Unit or Sublot where the violations or breach exists, any structure, thing, or condition that may exist thereon, which is contrary to the intent and meaning of this Declaration, the Code, or the Rules, and the Association, or its designated agent shall not thereby be deemed guilty in any manner of trespass; (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; (c) to commence and prosecute an action for specific performance or an action to recover any damages which may have been sustained by the Association or any of its Members as well as an action for punitive damages if warranted; and/or (d) to collect costs of suit and reasonable attorneys' and paralegals' fees incurred in connection with the exercise by the Association of any remedies hereunder, the same to be deemed "Costs of Collection" under Section 9.3 hereof.

9.3 Cost of Collection.

If any Owner fails to pay any Assessment when due or upon delinquency in the payment of any sums or cost due under this Declaration, the Association may pursue any or all of the following remedies, which remedies shall be in addition to any other remedy available in this Declaration, or at law in equity:

- (a) Sue and collect from such Owner the amount due and payable, together with interest thereon as provided in this Declaration and Costs of Collection (hereinafter defined).
- (b) In addition to the amount referred to in (a) above, the Association may assess against such Owner, liquidated damages, not to exceed fifteen percent (15%) of the amount of the delinquency or One Hundred Dollars (\$100.00), whichever amount is greater, said amount to be determined by the Board provided, however, in no event shall said amount exceed the highest interest rate chargeable to individuals under applicable law. Said liquidated damages shall be in addition to interest, the expenses of collection incurred by the Association, such as attorneys' fees, paralegals' fees, court costs and filing fees. The actual expenses of collection and the liquidated damages shall hereinafter be referred to as "Cost of Collection".
- (c) Foreclose a lien filed in accordance with Article VIII of this Declaration in the same manner as provided by the laws of the State of Ohio for the foreclosure of real estate mortgages.

9.4 Binding Effect.

The remedies provided in this Article IX against a Delinquent Owner may also be pursued against the heirs, executors, administrators, successors and assigns and grantees of such Owner, except as specifically provided in Section 7.10 of this Declaration.

X. BUILDING RESTRICTIONS; DESIGN STANDARDS

The intent of this Declaration is to cause the Property to be kept and maintained as a high quality development. Therefore, the covenants and restrictions provided in this Article shall be

applicable to the Owners, Tenants and Occupants of the Property. The following Covenants and Restrictions shall be broadly construed and interpreted in furtherance of this intent. The Association, acting through its Board, or any Owner, shall have standing and the power to enforce such standards and to make and to enforce standards and restrictions governing the use of the Property in addition to those contained herein. Such regulations and use restrictions shall be binding upon all Owners, Tenants and Occupants:

10.1 Covenant of Good Maintenance

Each Owner and Occupant shall have the exclusive duty to maintain their Living Unit in good condition and repair and shall keep the exterior and interior of such Living Unit and the adjacent Common Properties free from debris, rubbish, rubble and other conditions created by such Owners or Occupants or their guests. Except as specifically delegated to the Association in this Declaration, each Owner and Occupant shall have to exclusive duty to maintain and repair the exterior of their Living Unit using qualified professionals when required that are duly licensed, insured and registered to work in the Township. Each Owner's or Occupant's exterior maintenance responsibilities include, but are not limited to the following:

- (a) To keep the exterior and exterior features and materials of their Living Unit in good condition and repair including masonry, siding, trim, doors, windows, roofing, skylights, balconies, light fixtures, patios and decks (including deck railings and steps), driveways, sidewalks, and other exterior improvements. Any such repair or work on the exterior shall only be done in a manner and with materials that do not modify or alter the look, color or character of the unit as it was originally constructed unless such modification is approved by a majority vote of the ARB.
- (b) To keep all lawns neatly mowed and trimmed and without an accumulation of grass clippings and all landscaping neatly trimmed and mulched.
- (c) To clean, maintain, repair and replace gutters and downspouts attached to their Living Unit.
- (d) To make all repairs and replacements necessitated by fire or other casualty.
- (e) Each lot owner shall remove snow and ice, as may be reasonable in the circumstances, from without limitations, all drives, sidewalks (including and sidewalks within the dedicated public right of way in front of his lot), steps, landings and other paved areas located on his lot.

10.2 Post Lights.

Each Owner is required to have and maintain at least one post light on each Sublot. All post lights shall be approved by the ARB and placed within 6 feet of the driveway and 6 feet of right of way on each Sublot. Owners shall be required to keep post lights on from dusk to dawn. The lamp post shall match, as closely as possible, the coach lights on the home.

10.3 Residence Size.

Living Units in the Property shall have the following minimum floor area: a one-story dwelling built on a Sublot shall be at least 1500 square feet. For a one and one-half story residence, it shall be at least 2,000 square feet. For two-story dwellings, or a dwelling with more than one floor of living space (not including basement), the minimum shall be 2,300 square feet. The minimum square foot requirements set forth herein do not include any area of floor space in a dwelling's basement or garage.

10.4 Garages.

All garages shall be attached to the dwelling house. Garages shall be minimum two (2) car attached to their respective residence. No carports shall be permitted.

10.5 Exterior Features.

- (a) Roofs. All main roofs are to be a minimum of 6/12 pitch. All homes with covered front porch gables and garages with gabled roofs are to be a minimum of 8/12 pitch or unless otherwise approved by the ARB in its sole discretion. Roof slopes of a lesser pitch, if in keeping with the architectural style acceptable to the ARB and appropriately designed in terms of proportions and scale, will be considered.
- (b) Roofing Materials. The shingles are to be of an architecture dimensional design unless otherwise approved by the ARB in its sole discretion. No 3-tab roofs are permitted. All roof vents, plumbing stacks and flashing should closely match the color of the surrounding materials and shall be located behind the main ridge line.
- (c) Foundation Walls. All Living Units must have a full or partial Basement. No slab foundations are permitted.
- (d) Front Elevation. A portion of the front elevation of each Living Unit must consist (25%) of a masonry material, brick, stone, and stucco. Each front elevation will follow a signature design and will be reviewed and approved by the ARB in its sole discretion.
- (e) Windows. No major elevation shall be without a window. Window colors shall be white, clay, black, bronze, beige or brown, unless otherwise approved by the ARB in its sole discretion.
- (f) Antennas. Television satellite dishes in excess of eighteen inches (18") in diameter will not be permitted. No satellite dishes will be permitted on or in the front

of the Living Unit. No radio antenna towers or wind turbines are permitted within the Subdivision.

(g) Recreational. None of the following shall be permitted in the Subdivision: (i) above ground pools; (ii) basketball hoops attached to the home; and (iii) skateboard ramps and batting cages.

(h) Exterior lighting. All light sources shall be white or amber (no colored lights, except for seasonal decorative lights) and shall be "down" or "area" lighting. Tree up-lighting shall be concealed as best as possible in the shrubs. Coach lights on the home at the garage shall be approved by the ARB. The coach lights should match, as closely as possible, the lamp post.

(i) House Numbers. The style, color and location of street address numbers shall be approved by the ARB.

10.6 Driveways, Sidewalk and Entry Walkways.

All driveways, Sidewalk and walkways must be concrete and shall be approved by the ARB. Each lot owner shall maintain all driveways, sidewalks, steps, stoops, landings, patios and other paved areas on his lot or located between his lot and the dedicated street adjacent to his Lot (including any areas within the right-of-way), in good condition and repair.

10.7 Parking.

Overnight parking of boats, trailers, motor homes, recreational or unlicensed vehicles, commercial trucks (including snow plows), and the like (other than the trucks of contractors during the construction phase) in driveways or on any part of the green area abutting a Living Unit is prohibited. Storage of inoperable vehicles (on ramps, blocks or otherwise) in driveways or any part of the green area abutting a Living Unit is prohibited. All permitted vehicles shall be parked only on paved areas. There shall be no parking of motor vehicles on private roadways within the Property except in designated parking spaces or areas.

10.8 Storage of Material and Trash Handling.

No lumber, metals, bulk material, refuse or trash shall be burned, whether in indoor incinerators or otherwise, kept, stored or allowed to accumulate on any portion of the Property, except normal residential accumulation pending pick-up and except building materials during the course of construction or reconstruction of any approved building or structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular recurring basis, containers may be placed in the open on any day that a pick-up is to be made, thereby providing access to persons making such pick-up. At all other times such containers shall be stored within the garage of a Living Unit. No dumping of rubbish shall be permitted on any portion of the Property. Anything herein to the contrary notwithstanding, the Association or the Board may adopt a Rule or Rules which permit burning, incineration or storage of refuse or trash if the same becomes reasonably necessary for the safety, health or welfare of the Occupants, and is permitted by law.

10.9 Commercial or Professional Uses.

Except as expressly permitted in this Declaration, or by Rules adopted in accordance with this Declaration, no industry, business, trade or full-time occupation or profession of any kind, commercial, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property; provided, however, an Occupant may use a portion of his or her Living Unit for his office or studio, so long as the activities therein shall not interfere with the quiet enjoyment or comfort of any other Occupant and that such use does not result in the Living Unit becoming principally an office, school or studio as distinct from a Living Unit. Furthermore, no trade or business may be conducted in or from any Living Unit without the written approval of the Board first obtained.

10.10 Exterior Siding.

Exterior siding materials shall be stained or painted wood board siding of either cedar or redwood, stucco, Hardi Board (cement board textured like cedar) or maintenance-free vinyl siding or vinyl shake. Overhang soffits shall be aluminum or vinyl. The siding shall have a maximum 6" lap and be trimmed in a traditional manner. Minimum trim board dimensions are as follows: corner trim = 4" x 4"; door trim = 4"; window trim = 4"; frieze board = 6". It is preferred that there are no blank wall elevations.

10.11 Chimneys.

All exterior wood burning chimneys shall be constructed of masonry materials except for a direct vent or vent-less firebox, which may be the same material as the sides or rear of the Living Unit.

10.12 Grading.

No Person shall change the grade on any portion of the Property without first obtaining the consent of the ARB.

10.13 Topographic Plan.

A copy of the topographic plan of existing conditions for each Sublot shall be provided by the Developer for use in preparing the grading plan.

10.14 Builders.

The Developer shall have the right to designate those Builders who shall have the exclusive right to construct residences at Lakeview Pines, which designations may be changed from time to time by the Developer. Developer is permitted to assign this right to the Association by a writing specifically permitting such authority. Only those persons designated by the Developer shall have the right to be a builder and to construct a Living Unit in Lakeview Pines.

10.15 Landscaping.

All landscaping must be completed within six (6) months of the substantial completion of construction of a Living Unit. Each Owner is required to install (1) Autumn Blaze Maple Tree – Size 2" caliper centered between curb and sidewalk. Landscaping plans must be approved by the ARB prior to installation.

10.16 Fences.

No fences other than "invisible fences" for pet control are permitted in any area between the rear elevation and the street on which the residence contains frontage. Rear yard fencing must be approved by the ARB. No stockade, chain link or wood board-on-board fencing will be permitted. Stone and courtyard walls may be installed subject to ARB approval.

10.17 Mailboxes.

Mailboxes must be of a style approved by the ARB. Mailboxes must also meet the standards and regulations of the local post office. If required by the local postmaster, Developer agrees that a gang box shall be placed on Block 'A' near Sublot 3, in a final location which is approved by the Township and the postmaster.

10.18 Sheds; Detached Buildings.

No storage sheds or other detached outbuildings shall be constructed without the prior approval of the ARB. Outbuildings must also comply with all setback requirements set forth in the Township zoning code in existence at the time of the construction of such outbuilding.

10.19 Clothing Lines; Trampolines and Swing or Play sets.

Outdoor clothing lines are prohibited. No trampolines or swing or play sets shall be located in front of the rear building line of a Living Unit or within any side yard or rear yard setback. All trampolines shall be firmly anchored to the ground to prevent the trampoline from being moved or overturned by winds. Trampolines and swing or play sets shall be maintained in a good condition and repair.

10.20 Animals; Animal Pens and Cages.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any portion of the Property (including the Living Units situated thereon) without the approval of the Board, except that dogs, cats, birds, fish and other customary household pets approved by the Board may be kept, subject to reasonable Rules adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or annoyance shall be permanently removed from the Property upon thirty (30) days written notice from the Board. Dogs shall at all times whenever they are outside a Living Unit be confined on a leash held by a responsible person. Each Owner shall immediately clean up after his or her dog. The Rules may further reasonably limit the number of pets which may be kept in any one Living Unit. The Board shall have absolute power to prohibit a pet from being kept on the Property or within a Living Unit if the Board finds

a violation of this Section. No outdoor animal houses, pens or cages shall be constructed or maintained on any Sublot.

10.21 Nuisance.

No noxious or any activity constituting an unreasonable source of discomfort or annoyance shall be carried on upon any portion of the Property (including the Living Units situated thereon), nor shall anything be done thereon that may be or become a nuisance or annoyance to other Owners. The Board shall have absolute power to determine what is "reasonable" and what is "unreasonable" under this Section.

10.22 Sexual Predators.

No person who has been convicted of, has pleaded guilty to, or pleads guilty to a sexually oriented offense, as defined by the Ohio Revised Code, or has been adjudicated a habitual sex offender, a sexually oriented offender, a sexual predator, child-victim predator or habitual child-victim predator shall reside within the Property. The foregoing shall apply to persons convicted of, pleading guilty to, found guilty of, or adjudicated of sexually oriented criminal acts under federal laws or the laws of other states of similar import or nature, no matter how described or classified. The foregoing shall be supplemented and modified by any changes to the laws of the State of Ohio concerning sexually oriented offenses, including but not limited to those now codified under Sections 2950.01 through 2950.99 of the Ohio Revised Code.

10.23. Group Home.

In no event shall any portion of the Property be used as a group home, half-way house, work release facility or facility for the treatment of mental, emotional or physical disorders.

10.24 Signs.

Except for signs used during the construction and sales periods for Sublots and Living Units, security provider signs (not to exceed one square feet in area), and professionally lettered political signs (not to exceed six square feet in area), no other signs, billboards or other advertising device shall be built, placed, or permitted to remain on a Sublot. All signs shall comply with the requirements of the Township. Notwithstanding the foregoing, political signs may not be built, placed or permitted to remain on a Sublot for more than thirty (30) days consisting of a period of twenty-five (25) days before an election and five (5) days after an election.

10.25 Use of Association Name.

No Person shall use the name "Lakeview Pines", or any derivative thereof in any printed or promotional material without the prior written consent of Developer. However, Owners may use the name "Lakeview Pines" in printed and promotional material where such word is used solely to specify that particular property is located within Lakeview Pines development.

10.26 Certificate of Compliance with Restrictions.

Upon an Owner's reconveyance of his/her/their Living Unit or an interest therein, such Owner (*i.e.*, seller) shall have the right to request the Association to issue a Certificate of Compliance stating the Association has no record of a violation of this Article and stating the unpaid Assessments and amount of monthly (quarterly) Assessments attributable to such Living Unit. A Certificate of Compliance may be relied upon by all persons for all purposes. Neither the Board, nor such officer or agent shall have any liability to the seller, buyer, mortgagee of a Living Unit or to others if the Certificate of Compliance issued hereunder is not correct. The Association may require the advance payment of a reasonable fee for the issuance of the Certificate of Compliance. The Certificate shall be substantially in the form of Exhibit "C".

10.27 Violation of this Article.

If any Person required to comply with the foregoing Covenants and Restrictions is in violation of any one of same, including, but not by the way of limitation, design review criteria or standards established by the ARB, the Developer (as long as the Developer is a Class "B" Member of the Association), the Board, and/or the ARB, shall have the right to give written notice to such Person to terminate, remove, extinguish or remedy such violation. Such notice shall expressly set forth the facts constituting such violation.

Except in the case of an emergency situation, the violating party shall have fifteen (15) days after written notice of the violation to take reasonable action to cause the removal, alleviation or termination of same. In the case of an emergency situation, or in the case of the failure of the violating party to comply with the provisions hereof after notice, or in the case of recurring violations, the Developer and/or the Association shall have the right, through their respective agents and employees, to enter upon the land where the violation exists and to summarily terminate, remove or extinguish the violation. In addition to the foregoing, the Developer and/or the Association shall have the right to obtain an injunction from any court having jurisdiction for the cessation of such violation or attempted violation of this Article. The rights and remedies of the Association and Developer contained in this Article shall be nonexclusive and in addition to any other right or remedy available at law or in equity, including a claim or action for specific performance and/or money damages (including punitive damages), and attorneys' and paralegals' fees. Furthermore, the failure or neglect to enforce any term, covenant, condition, restriction, right or procedure herein shall in no event and under no circumstances be construed, deemed or held to be a waiver with respect to any subsequent breach or violation thereof. A Person in violation of this Article X shall be obligated to the Association and/or Developer for money damages and for the full amount of all costs and expenses, including attorneys' and paralegals' fees, incurred to remedy any such violation. If said amounts are not paid within ten (10) calendar days following said notification, then said amount shall be deemed "delinquent", and shall, upon perfection as provided in Section 8.1, become a continuing lien upon the portion of the Property owned or occupied by such Person(s) and a personal obligation of the Person(s) violating this Article. In addition, the Owner of any portion of the Property shall be liable jointly and severally for any obligations of any Occupant of such Owner's property.

XI. ARB REVIEW PROCEDURE

The construction of all residences in the Property shall be subject to approval by the ARB. All applications shall be submitted on forms prescribed by the ARB.

11.1 Structure of ARB

The ARB shall be the Builder until the last of the Living Units are occupied by the Owners. After which, the ARB shall be the Board.

11.2 Required Approval

The affirmative vote of a majority of the members of the ARB shall be required in order to adopt or promulgate any rule or to issue any permit, authorization or approval pursuant to this Article.

11.3 Approval of Plans

(a) There shall be no construction by an Owner or Builder unless detailed plans and specifications of the proposed construction, installation or change, including the description of any proposed new use therefore, shall have been submitted to and approved in writing (except where approval results from nonaction) by the ARB.

(b) Applications for construction ("Applications") shall comply with the applicable law and this Declaration, as the same may be amended from time to time by the Association as to the construction of new Living Units and such other manual(s) or criteria as may be adopted from time to time for existing structures and/or existing landscaping, which shall be on file with the Association, as the same may be amended and approved by the ARB or the Board from time to time. The Applications submitted to the ARB shall be in such form and shall contain such information, including, without limitation, three (3) copies of plans and specifications, including a grading plan specifying all grade changes from existing conditions, the proposed first floor and garage floor elevations, and the means by which surface drainage shall be controlled, and a landscape plan (one (1) set of which shall be retained by the ARB), as may be reasonably required by the ARB.

(c) If the ARB fails to approve or disapprove any Application as herein provided or to request additional information within forty-five (45) days after receipt of such Application, the same shall be deemed to have been approved, as submitted, and no further action shall be required, unless any time delay is attributable to the Owner making the Application. The burden of proving receipt of an Application by the ARB, however, shall be on the Owner.

11.4 Grounds for Disapproval

(a) The ARB shall have the right to disapprove any Applications submitted hereunder because of any of the following:

(i) Failure of such plans or specifications to comply with applicable laws, ordinances, or any covenants and restrictions contained in this Declaration, or any criteria then in effect.

(ii) Failure to include information as may have been reasonably requested;

(iii) Incompatibility of design or appearance (including color or type of exterior materials) of any proposed Living Units with any existing or contemplated Living Units or existing topography;

(iv) Objection to the location of any proposed Living Units;

(v) Objection to the grading plan;

(vi) Incompatibility of style of architecture, height or bulk or inappropriateness of any proposed Living Units; or

(vii) Any other matter which, in the reasonable judgment of the ARB, will render the proposed Living Units inharmonious with the general plan of Lakeview Pines

(b) In any case where the ARB shall disapprove an Application submitted hereunder or shall approve the same only as modified or under specified conditions, such disapproval or qualified approval shall be accompanied by a written statement of the grounds upon which such action was based. In any such case, the ARB shall, if requested, make reasonable efforts to assist and advise the applicant to enable the applicant to provide an acceptable proposal for submission for approval.

11.5 Preliminary Approval of Plans.

(a) All floor plans at no less than 1/8" scale (1/4" preferred) with overall house dimensions and room dimensions indicated shall be prepared and delivered to the ARB for approval prior to construction.

(b) Front and rear elevations of the house at no less than 1/8" scale (1/4" preferred) indicating materials to be used shall be prepared and delivered to the ARB for approval prior to construction.

11.6 Final Review and Approval.

(a) Site plan at a scale no less than 1"=20' indicating placement of house on the lot, elevation of the first floor of the house, all paved areas such as walks, terraces, driveways, etc., all existing trees to be saved and removed, existing and proposed grades and locations of utilities from the street to the house shall be prepared and delivered to the ARB prior to construction.

Complete working drawings of the residence including but not limited to the following, shall be prepared and delivered to the ARB for approval prior to construction:

(i) Floor plans at a minimum scale of 1/8"=1' (1/4" preferred) for all floor levels of the house.

(ii) Elevations of all sides of the house at a minimum scale of 1/8"=1' (1/4" preferred).

(iii) One building sections minimum at a scale of 1/4"=1'.

(iv) A roof plan at a minimum scale of 1/8"=1' (1/4" preferred) indicating all roof planes and the highest point above the first floor elevation of the house.

(b) Samples and color/texture selections for all exterior materials including but not limited to the following: (along with colors and samples, submit a complete list of material/product manufacturers)

(i) Roof shingles

(ii) Siding material/color/paint/stain

(iii) Stucco (color and finish), stone, face brick

(iv) Window color

(v) Trim color

(vi) Front door design and color

(vii) Fences and other detached elements - color and materials

Additional requirements may be imposed at the discretion of Developer or, if applicable, the Association.

11.7 Violation of Article XI.

(a) If any construction shall be undertaken upon any Sublot or any new use commenced on any Sublot without the approval of the ARB (unless exempted pursuant to the provisions of this Article XI), such construction shall be deemed to have been undertaken in violation of this Article XI and without the approval required herein. Upon written notice from any of the ARB, any director or officer of the Association or the Developer, any construction in violation of this Article XI shall be promptly removed and restored to its previous condition and any such use shall be terminated so as to extinguish such violation.

(b) If within fifteen (15) days after written notice of such violation reasonable steps have not been taken by the applicant toward the alleviation or termination of the same or if such remedial action is not prosecuted with due diligence until satisfactory completion of same, either the Association or the Developer shall have the right, through agents and employees, to enter upon the land and to summarily abate and/or remove any building or structure, or to take such steps as may be necessary to extinguish such

use, or to cure the violation using such force as may be reasonably required in the circumstances. In addition to the foregoing, the Association and/or the Developer shall have the right to obtain an injunction from any court having jurisdiction for the cessation of such alteration, erection, maintenance or use which is in violation of this Article XI. The rights and remedies of the Association and the Developer contained in this Article shall be non-exclusive and in addition to any other rights or remedies available at law or in equity and may be exercised at one time or separately. The Association and/or the Developer shall notify in writing the Person in violation of this Article XI of all of the costs incurred to remedy same and any damages to which the Association or the Developer may be entitled including attorney fees. If said amounts are not paid within ten (10) calendar days following said notification, then the Association shall have the right to levy a special Assessment against said Owner and his or her Sublot.

11.8 Costs of ARB.

The Association shall pay the costs and expenses of the ARB which may include, among other items, compensation for the architect, and the employment of other professional consultants. No member of the ARB shall be compensated except for any architect or other professional appointed because of their professional competence. The costs of the ARB shall be a part of the Common Expenses of the Association.

11.9 Liability of Members of ARB.

No member of the ARB shall be liable to the Association, any Member, or any Person for his or her acts or omissions or for failure to act, except for acts of a malicious or wanton nature.

11.10 Variances.

The ARB may authorize variances from compliance with any of the provisions of the architectural requirements set forth above when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to the restrictions set forth in the body of this Declaration; (c) prevent the ARB from denying a variance in other circumstances; or (d) be granted if work for which such variance is sought has been commenced prior to the application for such variance. For purposes of this Section 11.10, the inability to obtain approval from any governmental agency, or the issuance of any permit, or to comply with the terms of any financing shall not be considered a hardship warranting a variance.

XII. MISCELLANEOUS

12.1 Covenants Run with the Property; Binding Effect.

All of the Easements, Covenants and Restrictions which are imposed upon, granted and/or reserved in this Declaration constitute Easements, Covenants and Restrictions running with the Property and are binding upon every subsequent transferee of all or any portion thereof, including, without limitation, grantees, Tenants, Owners and Occupants.

Each grantee accepting a deed or Tenant accepting a lease (whether oral or written) which conveys any interest in any portion of the Property that is submitted to all or any portion of this Declaration, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by all provisions of this Declaration and to incorporate said Declaration by reference in any deed, lease or other agreement of all or any portion of his interest in any real property subject hereto.

12.2 Notices.

Any notices required to be given to any Person under the provisions of this Declaration shall be deemed to have been given when personally delivered to such Person's Living Unit or mailed, postage prepaid, to the last known address of such Person, provided, however, that a notice of "delinquency" of any payment due hereunder shall be made by personal delivery to such Living Unit or principal place of business if a corporation, or by certified or registered mail, return receipt requested, or by telegram. The effective date of such a notice shall be the date said notice is personally delivered, or postmarked, or the date the telegraph company receives the message, as the case may be.

Notices to the Developer shall be deemed given only when received and must be either delivered by hand or mailed by certified mail, postage prepaid, to the Developer, JakeJosh Land LLC, 2262 Port Centre Drive, Medina Ohio 44256.

12.3 Duration and Amendment of Declaration.

Except as expressly provided to the contrary in this Declaration, this Declaration may be amended as follows:

- (a) This Declaration may also be amended by Developer or the Association at any time and from time to time for the purpose of: (1) complying with the 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 other 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 (2) inducing any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages, or (3) correcting clerical or typographical or obvious factual errors in this Declaration or any Exhibit hereto or any supplement or amendment hereto; or (4) complying with the underwriting requirements of insurance companies providing casualty insurance, liability insurance or other insurance coverages for the Association; or (5) bringing any provision hereof into compliance or conformity with the provisions of any applicable governmental statute, ordinance, rule or regulation or any judicial determination; or (6) correcting obvious errors or inconsistencies between this Declaration and other documents governing Lakeview Pines Homeowners' Association, Inc., the correction of which would not have a material adverse affect upon the interest of any Owner or eligible mortgage holder; or (7) enabling a title insurance company to issue title insurance coverage with respect to the Property 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 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 Property and the Acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the rights of the Developer to vote in favor of, 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 Medina County Recorder.

- (b) Developer shall have the right to amend this Declaration, at Developer's sole discretion, at any time and from time to time during the Class "B" Control Period; provided, however, that no amendments, changes or modifications to Section 10.2 through Section 10.5 of this Declaration or to any Sections of this Declaration that reduce the authority and rights of the Township as set forth in this Declaration shall be made without the prior written consent of the Township.

The Covenants and Restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time, said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years each.

Upon termination of the Class "B" Control Period, this Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Owners of the Sublots. Any amendment affecting the rights of the Township will not be effective without the approval of the Township. Any amendment must be recorded with the County Recorder. No Association created herein may be dissolved or terminated without the expressed written consent of the Township.

12.4 Interest Rates.

After this Declaration shall have been recorded for five (5) years or more, the board shall have the right to change any interest rate or late payment charge referred to herein by majority vote, but in no event shall said interest rate or late payment charge exceed the highest interest rate chargeable to individuals under applicable law.

12.5 Rule Against Perpetuities.

If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common-law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Queen Elizabeth II of England.

12.6 Arbitration.

Unless otherwise provided in this Declaration, any controversy, dispute or claim arising out of or relating to this Declaration or the breach thereof shall be settled by arbitration in Medina County, Ohio in accordance with the Commercial Rules of the American Arbitration Association and the judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction hereof. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided in Articles VII and IX hereof, (c) proceedings involving challenges to real estate taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. The foregoing will be subject to judicial or administrative proceedings, as the case may be.

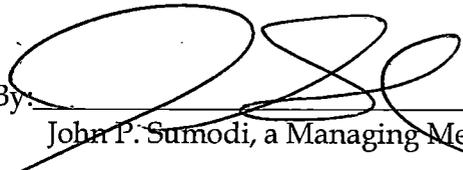
12.7 No Partition.

Except as is permitted in this Declaration, there shall be no physical partition of the Common Properties or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition. This Section XII.7 shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

IN WITNESS WHEREOF, the Developer hereto has set its hand the day and year first above written.

DEVELOPER

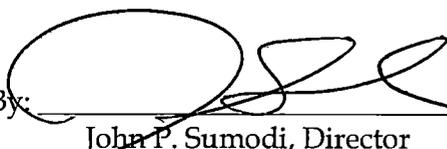
JAKEJOSH LAND, LLC,
an Ohio limited liability company

By: 

John P. Sumodi, a Managing Member

ASSOCIATION

Lakeview Pines Homeowners Association, Inc.
an Ohio non-profit corporation

By: 

John P. Sumodi, Director

STATE OF OHIO)
) ss.
COUNTY OF MEDINA)

Before me, a Notary Public, in and for said County, personally appeared the above-named John P. Sumodi, a managing member of JAKEJOSH LAND LLC., an Ohio limited liability company, and acknowledged that he did sign the foregoing instrument, and such company free act and deed.

SWORN TO AND SUBSCRIBED before me this 24th day of January, 2025.



LINDA M CUFFARI
Notary Public
State of Ohio
My Comm. Expires
December 26, 2026

Linda M Cuffari
Notary Public

My commission expires December 26, 2026

STATE OF OHIO)
) ss.
COUNTY OF MEDINA)

Before me, a Notary Public, in and for said County, personally appeared the above-named Lakeview Pines Homeowners Association, Inc., an Ohio non-profit corporation, by John P. Sumodi, it's Director and acknowledged that they did sign the foregoing instrument, and that the such corporation free act and deed.

SWORN TO AND SUBSCRIBED before me this 24th day of January, 2025.



LINDA M CUFFARI
Notary Public
State of Ohio
My Comm. Expires
December 26, 2026

Linda M Cuffari
Notary Public

My commission expires December 26, 2026

EXHIBIT A

Real Property Description

Boundary Description for
Lakeview Pines
Township of Montville, County of Medina, State of Ohio
40.2964 Acres

Situated in the Township of Montville, County of Medina and State of Ohio and known as being part of original Montville Township Lot No. 104 and further known as being all of a 40.2964 acre parcel of land conveyed to JakeJosh Co LLC by deed dated December 21, 2020 and recorded in Document No. 2020OR033101 of the Medina County Recorder's Records and is bounded and described as follows: Beginning at a the northwesterly corner of Block 'A' as shown on Windfall Estates Phase 1, recorded in Document No. 2021PL000034 of the Medina County Recorder's Records and is the PRINCIPAL PLACE OF BEGINNING of the premises herein to be described:

thence with the northerly and westerly boundary lines of Block 'A' for the next six courses:

1. South 13°01'30" West, 154.83 feet to a point;
2. South 48°09'49" West, 148.15 feet to a point;
3. South 60°06'59" West, 746.48 feet to a point;
4. North 90°00'00" West, 528.64 feet to a point;
5. South 00°00'00" East, 362.68 feet to a point;
6. North 90°00'00" East, 403.37 feet to a point;

thence South 00°00'00" East, with the westerly line of Block 'A' and the westerly line of Block 'G' as shown on Windfall Estates Phase 3, recorded in Document No. 2023PL000072 of the Medina County Recorder's Records, 365.00 feet to a northwesterly interior corner thereof;

thence South 89°35'51" West, with a northerly line of Block 'G', 756.49 feet to a point on the westerly line of Lot No. 104;



Corporate Headquarters
295 South Water Street, Suite 300
Kent, OH 44240
800-828-8312

Local Office
1310 Sharon Copley Rd
PO Box 37
Sharon Center, OH 44274
330-590-8004

thence North 00°24'09" West, with the West line of Lot No. 104, 1,571.00 feet to the southwesterly corner of a parcel of land conveyed to JakeJosh Land LLC by deed dated June 27, 2024 and recorded in Document No. 2024OR009768 of the Medina County Recorder's Records;

thence North 89°37'00" East, with the southerly line of land so conveyed to JakeJosh Land LLC, 271.80 feet to the southeasterly corner thereof on the westerly line of a parcel of land conveyed to Ryan and Kristin McManus by deed dated June 30, 2017 and recorded in Document No. 2017OR014609 of the Medina County Recorder's Records;

thence South 00°57'00" East, with the westerly line of land so conveyed to Ryan and Kristin McManus, 169.63 feet to the southwesterly corner thereof;

thence North 89°37'00" East, with the southerly line of land so conveyed to Ryan and Kristin McManus and southerly line of a parcel of land conveyed to Rory Dean and Carla Jeanne Leightner, Trustees by deed dated May 20, 2024 and recorded in Document No. 2024OR007467 of the Medina County Recorder's Records, 623.50 feet to the southeasterly corner thereof;

thence North 00°57'00" West, with the easterly line of land so conveyed to Rory Dean and Carla Jeanne Leightner, Trustees, 492.00 feet to a point on the centerline of Ridgewood Road;

thence North 89°37'00" East, with the centerline of Ridgewood Road, 722.45 feet to the northwesterly corner of a parcel of land conveyed to Lisa A. and Christopher Hastings, Trustees by deed dated February 29, 2024 and recorded in Document No. 2024OR002967 of the Medina County Recorder's Records;

thence South 00°31'48" East, with the westerly line of land so conveyed to Lisa A. and Christopher Hastings, Trustees, 465.44 feet to an angle point thereon;

thence South 39°12'18" East, with a southwesterly line of land so conveyed to Lisa A. and Christopher Hastings, Trustees, 108.53 feet to the Principal Place of Beginning and containing 1,755,311 square feet or 40.2964 acres of land of which 21,674 square feet or 0.4975 acres of which lies within the right of way limits of Ridgewood Road. Subject to all highways, easements and covenants of legal record. This description was prepared by Daniel P. Engle, Professional Surveyor No. S-8452 and is not intended to be used for land transfer.



Corporate Headquarters
295 South Water Street, Suite 300
Kent, OH 44240
800-828-8312

Local Office
1310 Sharon Copley Rd
PO Box 37
Sharon Center, OH 44274
330-590-8004

Lakeview Pines

Creating Sublot Nos. 1-37, and Block 'A' and dedicating Knob Oak Drive, Grayson Drive, and a Portion of Ridgewood Road situated in the Township of Montville, County of Medina and State of Ohio and being part of Original Montville Township Lot 104 and further known as being a parcel of land conveyed to JakeJosh Land Co. LLC by deed dated December 21, 2020. Recorded in Document No 2020OR33101 of the Medina County Recorder's Records.

Sublot	Permanent Parcel Number	Address
1	031-11B-22-065	5646 Knob Oak Drive
2	031-11B-22-066	5652 Knob Oak Drive
3	031-11B-22-067	5660 Knob Oak Drive
4	031-11B-22-068	2815 Grayson Drive
5	031-11B-22-069	2821 Grayson Drive
6	031-11B-22-070	2829 Grayson Drive
7	031-11B-22-071	2835 Grayson Drive
8	031-11B-22-072	2839 Grayson Drive
9	031-11B-22-073	2849 Grayson Drive
10	031-11B-22-074	2857 Grayson Drive
11	031-11B-22-075	2869 Grayson Drive
12	031-11B-22-076	2875 Grayson Drive
13	031-11B-28-129	2881 Grayson Drive
14	031-11B-28-130	2885 Grayson Drive
15	031-11B-28-131	2884 Grayson Drive
16	031-11B-28-132	2882 Grayson Drive
17	031-11B-28-133	2876 Grayson Drive
18	031-11B-28-134	2870 Grayson Drive
19	031-11B-28-135	2860 Grayson Drive
20	031-11B-28-136	2854 Grayson Drive
21	031-11B-28-137	2864 Grayson Drive
22	031-11B-28-138	2842 Grayson Drive
23	031-11B-28-139	2838 Grayson Drive
24	031-11B-28-140	2834 Grayson Drive
25	031-11B-28-141	2824 Grayson Drive
26	031-11B-28-142	2818 Grayson Drive
27	031-11B-28-143	2814 Grayson Drive
28	031-11B-22-077	2806 Grayson Drive
29	031-11B-22-078	2798 Grayson Drive
30	031-11B-22-079	2790 Grayson Drive
31	031-11B-22-080	2786 Grayson Drive
32	031-11B-22-081	2784 Grayson Drive
33	031-11B-22-082	2785 Grayson Drive
34	031-11B-22-083	2789 Grayson Drive
35	031-11B-22-084	2793 Grayson Drive
36	031-11B-22-085	2801 Grayson Drive
37	031-11B-22-086	5645 Knob Oak Drive
Block 'A'	031-11B-22-087	

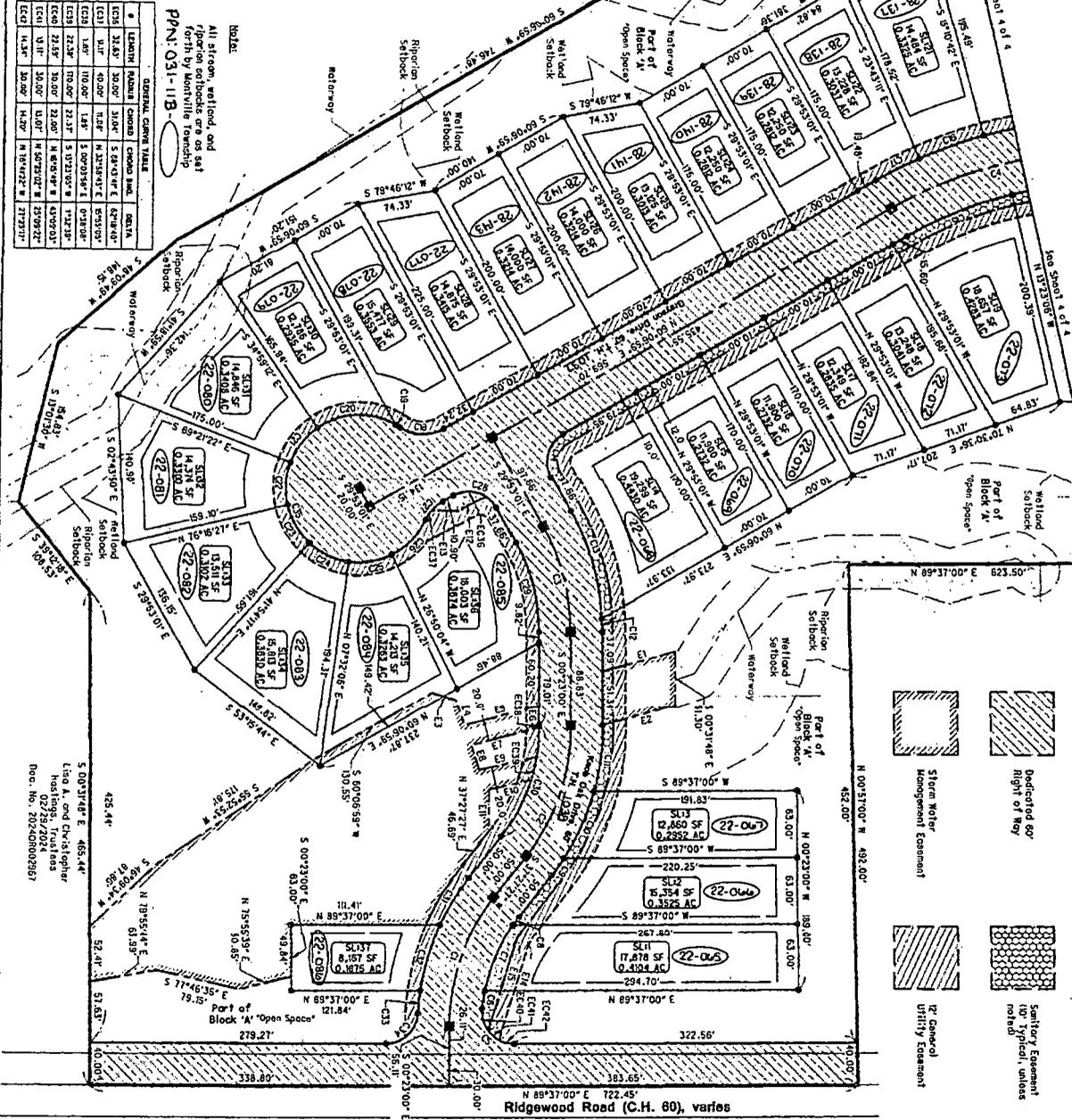
EXHIBIT B

Site Plan

PLAT	SECTION	CONSTRUCTION
11	11.00'	N 10°00'00" E
12	11.00'	S 10°00'00" E
13	11.00'	N 10°00'00" E
14	11.00'	S 10°00'00" E
15	11.00'	N 10°00'00" E
16	11.00'	S 10°00'00" E
17	11.00'	N 10°00'00" E
18	11.00'	S 10°00'00" E
19	11.00'	N 10°00'00" E
20	11.00'	S 10°00'00" E
21	11.00'	N 10°00'00" E
22	11.00'	S 10°00'00" E
23	11.00'	N 10°00'00" E
24	11.00'	S 10°00'00" E
25	11.00'	N 10°00'00" E
26	11.00'	S 10°00'00" E
27	11.00'	N 10°00'00" E
28	11.00'	S 10°00'00" E
29	11.00'	N 10°00'00" E
30	11.00'	S 10°00'00" E
31	11.00'	N 10°00'00" E
32	11.00'	S 10°00'00" E
33	11.00'	N 10°00'00" E
34	11.00'	S 10°00'00" E
35	11.00'	N 10°00'00" E
36	11.00'	S 10°00'00" E
37	11.00'	N 10°00'00" E
38	11.00'	S 10°00'00" E
39	11.00'	N 10°00'00" E
40	11.00'	S 10°00'00" E
41	11.00'	N 10°00'00" E
42	11.00'	S 10°00'00" E
43	11.00'	N 10°00'00" E
44	11.00'	S 10°00'00" E
45	11.00'	N 10°00'00" E
46	11.00'	S 10°00'00" E
47	11.00'	N 10°00'00" E
48	11.00'	S 10°00'00" E
49	11.00'	N 10°00'00" E
50	11.00'	S 10°00'00" E
51	11.00'	N 10°00'00" E
52	11.00'	S 10°00'00" E
53	11.00'	N 10°00'00" E
54	11.00'	S 10°00'00" E
55	11.00'	N 10°00'00" E
56	11.00'	S 10°00'00" E
57	11.00'	N 10°00'00" E
58	11.00'	S 10°00'00" E
59	11.00'	N 10°00'00" E
60	11.00'	S 10°00'00" E
61	11.00'	N 10°00'00" E
62	11.00'	S 10°00'00" E
63	11.00'	N 10°00'00" E
64	11.00'	S 10°00'00" E
65	11.00'	N 10°00'00" E
66	11.00'	S 10°00'00" E
67	11.00'	N 10°00'00" E
68	11.00'	S 10°00'00" E
69	11.00'	N 10°00'00" E
70	11.00'	S 10°00'00" E
71	11.00'	N 10°00'00" E
72	11.00'	S 10°00'00" E
73	11.00'	N 10°00'00" E
74	11.00'	S 10°00'00" E
75	11.00'	N 10°00'00" E
76	11.00'	S 10°00'00" E
77	11.00'	N 10°00'00" E
78	11.00'	S 10°00'00" E
79	11.00'	N 10°00'00" E
80	11.00'	S 10°00'00" E
81	11.00'	N 10°00'00" E
82	11.00'	S 10°00'00" E
83	11.00'	N 10°00'00" E
84	11.00'	S 10°00'00" E
85	11.00'	N 10°00'00" E
86	11.00'	S 10°00'00" E
87	11.00'	N 10°00'00" E
88	11.00'	S 10°00'00" E
89	11.00'	N 10°00'00" E
90	11.00'	S 10°00'00" E
91	11.00'	N 10°00'00" E
92	11.00'	S 10°00'00" E
93	11.00'	N 10°00'00" E
94	11.00'	S 10°00'00" E
95	11.00'	N 10°00'00" E
96	11.00'	S 10°00'00" E
97	11.00'	N 10°00'00" E
98	11.00'	S 10°00'00" E
99	11.00'	N 10°00'00" E
100	11.00'	S 10°00'00" E

PLAT	SECTION	CONSTRUCTION
11	11.00'	N 10°00'00" E
12	11.00'	S 10°00'00" E
13	11.00'	N 10°00'00" E
14	11.00'	S 10°00'00" E
15	11.00'	N 10°00'00" E
16	11.00'	S 10°00'00" E
17	11.00'	N 10°00'00" E
18	11.00'	S 10°00'00" E
19	11.00'	N 10°00'00" E
20	11.00'	S 10°00'00" E
21	11.00'	N 10°00'00" E
22	11.00'	S 10°00'00" E
23	11.00'	N 10°00'00" E
24	11.00'	S 10°00'00" E
25	11.00'	N 10°00'00" E
26	11.00'	S 10°00'00" E
27	11.00'	N 10°00'00" E
28	11.00'	S 10°00'00" E
29	11.00'	N 10°00'00" E
30	11.00'	S 10°00'00" E
31	11.00'	N 10°00'00" E
32	11.00'	S 10°00'00" E
33	11.00'	N 10°00'00" E
34	11.00'	S 10°00'00" E
35	11.00'	N 10°00'00" E
36	11.00'	S 10°00'00" E
37	11.00'	N 10°00'00" E
38	11.00'	S 10°00'00" E
39	11.00'	N 10°00'00" E
40	11.00'	S 10°00'00" E
41	11.00'	N 10°00'00" E
42	11.00'	S 10°00'00" E
43	11.00'	N 10°00'00" E
44	11.00'	S 10°00'00" E
45	11.00'	N 10°00'00" E
46	11.00'	S 10°00'00" E
47	11.00'	N 10°00'00" E
48	11.00'	S 10°00'00" E
49	11.00'	N 10°00'00" E
50	11.00'	S 10°00'00" E
51	11.00'	N 10°00'00" E
52	11.00'	S 10°00'00" E
53	11.00'	N 10°00'00" E
54	11.00'	S 10°00'00" E
55	11.00'	N 10°00'00" E
56	11.00'	S 10°00'00" E
57	11.00'	N 10°00'00" E
58	11.00'	S 10°00'00" E
59	11.00'	N 10°00'00" E
60	11.00'	S 10°00'00" E
61	11.00'	N 10°00'00" E
62	11.00'	S 10°00'00" E
63	11.00'	N 10°00'00" E
64	11.00'	S 10°00'00" E
65	11.00'	N 10°00'00" E
66	11.00'	S 10°00'00" E
67	11.00'	N 10°00'00" E
68	11.00'	S 10°00'00" E
69	11.00'	N 10°00'00" E
70	11.00'	S 10°00'00" E
71	11.00'	N 10°00'00" E
72	11.00'	S 10°00'00" E
73	11.00'	N 10°00'00" E
74	11.00'	S 10°00'00" E
75	11.00'	N 10°00'00" E
76	11.00'	S 10°00'00" E
77	11.00'	N 10°00'00" E
78	11.00'	S 10°00'00" E
79	11.00'	N 10°00'00" E
80	11.00'	S 10°00'00" E
81	11.00'	N 10°00'00" E
82	11.00'	S 10°00'00" E
83	11.00'	N 10°00'00" E
84	11.00'	S 10°00'00" E
85	11.00'	N 10°00'00" E
86	11.00'	S 10°00'00" E
87	11.00'	N 10°00'00" E
88	11.00'	S 10°00'00" E
89	11.00'	N 10°00'00" E
90	11.00'	S 10°00'00" E
91	11.00'	N 10°00'00" E
92	11.00'	S 10°00'00" E
93	11.00'	N 10°00'00" E
94	11.00'	S 10°00'00" E
95	11.00'	N 10°00'00" E
96	11.00'	S 10°00'00" E
97	11.00'	N 10°00'00" E
98	11.00'	S 10°00'00" E
99	11.00'	N 10°00'00" E
100	11.00'	S 10°00'00" E

Building setbacks:
 • Front 40 feet
 • Side 15 feet
 • Rear 20 feet
 • UNLESS OTHERWISE NOTED



LAKEVIEW PINES

DETAIL EAST

SCALE 1" = 60 FT.

DAVEY Davey Resource Group
 1000 S. GARDNER ROAD, SUITE 100
 OREM, UTAH 84058

PLAT	SECTION	CONSTRUCTION
11	11.00'	N 10°00'00" E
12	11.00'	S 10°00'00" E
13	11.00'	N 10°00'00" E
14	11.00'	S 10°00'00" E
15	11.00'	N 10°00'00" E
16	11.00'	S 10°00'00" E
17	11.00'	N 10°00'00" E
18	11.00'	S 10°00'00" E
19	11.00'	N 10°00'00" E
20	11.00'	S 10°00'00" E
21	11.00'	N 10°00'00" E
22	11.00'	S 10°00'00" E
23	11.00'	N 10°00'00" E
24	11.00'	S 10°00'00" E
25	11.00'	N 10°00'00" E
26	11.00'	S 10°00'00" E
27	11.00'	N 10°00'00" E
28	11.00'	S 10°00'00" E
29	11.00'	N 10°00'00" E
30	11.00'	S 10°00'00" E
31	11.00'	N 10°00'00" E
32	11.00'	S 10°00'00" E
33	11.00'	N 10°00'00" E
34	11.00'	S 10°00'00" E
35	11.00'	N 10°00'00" E
36	11.00'	S 10°00'00" E
37	11.00'	N 10°00'00" E
38	11.00'	S 10°00'00" E
39	11.00'	N 10°00'00" E
40	11.00'	S 10°00'00" E
41	11.00'	N 10°00'00" E
42	11.00'	S 10°00'00" E
43	11.00'	N 10°00'00" E
44	11.00'	S 10°00'00" E
45	11.00'	N 10°00'00" E
46	11.00'	S 10°00'00" E
47	11.00'	N 10°00'00" E
48	11.00'	S 10°00'00" E
49	11.00'	N 10°00'00" E
50	11.00'	S 10°00'00" E
51	11.00'	N 10°00'00" E
52	11.00'	S 10°00'00" E
53	11.00'	N 10°00'00" E
54	11.00'	S 10°00'00" E
55	11.00'	N 10°00'00" E
56	11.00'	S 10°00'00" E
57	11.00'	N 10°00'00" E
58	11.00'	S 10°00'00" E
59	11.00'	N 10°00'00" E
60	11.00'	S 10°00'00" E
61	11.00'	N 10°00'00" E
62	11.00'	S 10°00'00" E
63	11.00'	N 10°00'00" E
64	11.00'	S 10°00'00" E
65	11.00'	N 10°00'00" E
66	11.00'	S 10°00'00" E
67	11.00'	N 10°00'00" E
68	11.00'	S 10°00'00" E
69	11.00'	N 10°00'00" E
70	11.00'	S 10°00'00" E
71	11.00'	N 10°00'00" E
72	11.00'	S 10°00'00" E
73	11.00'	N 10°00'00" E
74	11.00'	S 10°00'00" E
75	11.00'	N 10°00'00" E
76	11.00'	S 10°00'00" E
77	11.00'	N 10°00'00" E
78	11.00'	S 10°00'00" E
79	11.00'	N 10°00'00" E
80	11.00'	S 10°00'00" E
81	11.00'	N 10°00'00" E
82	11.00'	S 10°00'00" E
83	11.00'	N 10°00'00" E
84	11.00'	S 10°00'00" E
85	11.00'	N 10°00'00" E
86	11.00'	S 10°00'00" E
87	11.00'	N 10°00'00" E
88	11.00'	S 10°00'00" E
89	11.00'	N 10°00'00" E
90	11.00'	S 10°00'00" E
91	11.00'	N 10°00'00" E
92	11.00'	S 10°00'00" E
93	11.00'	N 10°00'00" E
94	11.00'	S 10°00'00" E
95	11.00'	N 10°00'00" E
96	11.00'	S 10°00'00" E
97	11.00'	N 10°00'00" E
98	11.00'	S 10°00'00" E
99	11.00'	N 10°00'00" E
100	11.00'	S 10°00'00" E

EXHIBIT C

Code of Regulations

**CODE OF REGULATIONS OF
LAKEVIEW PINES HOMEOWNERS' ASSOCIATION, INC.**

TABLE OF CONTENTS

<u>Article I. DEFINITIONS</u>	5
<u>Article II. MEMBERSHIP</u>	5
<u>SECTION 2.1</u> <u>Membership</u>	5
<u>SECTION 2.2</u> <u>Rights Subject to Payment of Assessment</u> ,	5
<u>SECTION 2.3</u> <u>Suspension of Membership Rights</u> ,	5
<u>Article III. VOTING RIGHTS</u>	5
<u>SECTION 3.1</u> <u>Classes of Membership</u>	5
<u>Article IV. PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT</u>	6
<u>SECTION 4.1</u> <u>Right of Enjoyment</u> ,	6
<u>SECTION 4.2</u> <u>Delegation of Rights</u> ,	6
<u>Article V. GENERAL POWERS OF THE ASSOCIATION</u>	6
<u>SECTION 5.1</u> <u>Payments from Assessment Funds</u>	6
<u>Article VI. RULES AND REGULATIONS</u>	8
<u>SECTION 6.1</u> <u>Rules and Regulations</u>	8
<u>SECTION 6.2</u> <u>No Active Business to be Conducted for Profit</u> ,	8
<u>SECTION 6.3</u> <u>Delegation of Duties</u> ,	8
<u>Article VII. BOARD OF TRUSTEES</u>	8
<u>SECTION 7.1</u> <u>Number and Qualification</u> ,	8
<u>SECTION 7.2</u> <u>Appointment and Election of Trustees; Vacancies</u> ,	9
<u>SECTION 7.3</u> <u>Term of Office; Resignations</u> ,	9
<u>SECTION 7.4</u> <u>Organization Meeting</u> ,	9
<u>SECTION 7.5</u> <u>Regular Meetings</u> ,	9

<u>SECTION 7.6</u>	<u>Special Meetings</u>	10
<u>SECTION 7.7</u>	<u>Action By Unanimous Consent</u>	10
<u>SECTION 7.8</u>	<u>Quorum; Adjournment</u>	10
<u>SECTION 7.9</u>	<u>Removal of Trustees</u>	10
<u>SECTION 7.10</u>	<u>Fidelity Bonds</u>	11
<u>SECTION 7.11</u>	<u>Indemnification of Trustees and Officers</u>	11
<u>Article VIII. OFFICERS</u>		11
<u>SECTION 8.1</u>	<u>Election and Designation of Officers</u>	11
<u>SECTION 8.2</u>	<u>Term of Office; Vacancies</u>	11
<u>SECTION 8.3</u>	<u>The President</u>	11
<u>SECTION 8.4</u>	<u>The Vice-President</u>	11
<u>SECTION 8.5</u>	<u>The Secretary</u>	11
<u>SECTION 8.6</u>	<u>The Treasurer</u>	12
<u>SECTION 8.7</u>	<u>Other Officers</u>	12
<u>SECTION 8.8</u>	<u>Delegation of Authority and Duties</u>	12
<u>Article IX. MEETINGS OF MEMBERS</u>		12
<u>SECTION 9.1</u>	<u>Annual Meeting</u>	12
<u>SECTION 9.2</u>	<u>Special Meetings</u>	13
<u>SECTION 9.3</u>	<u>Notices of Meetings</u>	13
<u>SECTION 9.4</u>	<u>Quorum; adjournment</u>	13
<u>SECTION 9.5</u>	<u>Majority Vote</u>	13
<u>SECTION 9.6</u>	<u>Order of Business</u>	13
<u>Article X. PROXIES</u>		14
<u>SECTION 10.1</u>	<u>Authorized</u>	14
<u>SECTION 10.2</u>	<u>Requirements and Duration</u>	14

<u>SECTION 10.3</u>	<u>All Proxies Revocable.....</u>	14
<u>Article XI. DETERMINATION AND PAYMENT OF ASSESSMENTS</u>		15
<u>SECTION 11.1</u>	<u>Preparation of Estimated Budget; Annual General Assessments.....</u>	15
<u>SECTION 11.2</u>	<u>Reserve for Contingencies and Replacements.....</u>	15
<u>SECTION 11.3</u>	<u>Budget for First Year.....</u>	15
<u>SECTION 11.4</u>	<u>Failure to Prepare Annual Budget.....</u>	15
<u>SECTION 11.5</u>	<u>Individual Assessment.....</u>	16
<u>SECTION 11.6</u>	<u>Working Capital Fund; Initial Assessment on All Lots</u>	16
<u>SECTION 11.7</u>	<u>Maximum Annual Assessment</u>	16
<u>SECTION 11.8</u>	<u>Allocation of Assessments on All Lots.....</u>	17
<u>SECTION 11.9</u>	<u>Lien for Assessments.</u>	17
<u>SECTION 11.10</u>	<u>Remedies Cumulative.....</u>	18
<u>SECTION 11.11</u>	<u>Personal Obligation.....</u>	18
<u>SECTION 11.12</u>	<u>Statement of Unpaid Assessments.....</u>	18
<u>SECTION 11.13</u>	<u>No Waiver of Liability for Common Expenses.....</u>	19
<u>SECTION 11.14</u>	<u>Loan.</u>	19
<u>SECTION 11.15</u>	<u>Books and Records of Association.</u>	19
<u>SECTION 11.16</u>	<u>Status of Funds Collected by Association.</u>	19
<u>Article XII. AMENDMENTS</u>		19
<u>SECTION 12.1</u>	<u>Procedure.....</u>	19
<u>SECTION 12.2</u>	<u>Conflicts.....</u>	20
<u>SECTION 12.3</u>	<u>Rights Not Impaired.....</u>	20
<u>Article XIII. GENERAL PROVISIONS</u>		20
<u>SECTION 13.1</u>	<u>Copies of Notice to Mortgage Lenders.</u>	20
<u>SECTION 13.2</u>	<u>Notice to devisees and Personal Representatives.....</u>	20

<u>SECTION 13.3</u>	<u>Disposition of Assets Upon Dissolution.....</u>	20
<u>SECTION 13.4</u>	<u>Non-Waiver of Covenants.</u>	20
<u>SECTION 13.5</u>	<u>Agreements Binding.</u>	21
<u>SECTION 13.6</u>	<u>Severability.</u>	21
<u>SECTION 13.7</u>	<u>Action Without a Meeting.</u>	21

**ARTICLE I.
DEFINITIONS**

The definitions of the Declaration of Covenants, Conditions, Restrictions and Easements for Lakeview Pines Homewoners' Association, Inc. (herein called the "Declaration") are incorporated herein by reference and made a part hereof.

**ARTICLE II.
MEMBERSHIP**

SECTION 2.1 Membership.

Each person or entity who is a record Owner of a fee or undivided fee simple interest in any Lot on the Properties shall automatically be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the payment of money or performance of an obligation shall not be a Member. The membership of the Association shall at all times consist exclusively of Owners of the Lots. Membership shall be appurtenant to and may not be separated from such ownership. When more than one person holds such interest, or interests, all such persons shall be Members, but for quorum, voting, consenting and all other rights of Membership, such persons shall collectively be counted as a single Member, and entitled to one (1) vote for each such Dwelling Unit, which vote shall be exercised as they among themselves deem. Each such Member shall be jointly and severally liable for the payment of the assessments hereinafter provided with respect to such Lot.

SECTION 2.2 Rights Subject to Payment of Assessment.

The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of and becomes a lien upon the property against which such assessments are made as provided by the Declaration to which the Properties are subject.

SECTION 2.3 Suspension of Membership Rights.

The membership rights of any person whose interest in the Properties is subject to assessments under Section 2 of this Article II, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Trustees during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If and when the Trustees have adopted and published rules and regulations governing the use of the Common Areas, and the personal conduct of any person thereon, as provided in Article V, Section 2, of this Code of Regulations, they may in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

**ARTICLE III.
VOTING RIGHTS**

SECTION 3.1 Classes of Membership.

The Association shall have two classes of voting Membership:

CLASS A: Class A Members shall be all Members with the exception of the Developer. Class A Members shall be entitled to one (1) vote for each Dwelling Unit owned by them. If only one of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts the vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks.

CLASS B: The Class B Member shall be the Developer. The Class B Member shall be entitled to a majority of the votes and, until the expiration of the Development Period, the Class B Member shall have one (1) vote in excess of the total of all Class A Members (in the aggregate).

The Class B Members shall become a Class A Member at the end of the Development Period. Notwithstanding any provisions of this Code of Regulations to the contrary, the Association may take no action without the consent of the Developer. Following the Development Period, no votes allocated to any Lots owned by the Association may be cast. Not in limitation of the foregoing, the Developer may appoint and remove members of the Board of Trustees at any time and from time to time prior to the end of the Development Period.

**ARTICLE IV.
PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT**

SECTION 4.1 Right of Enjoyment.

Each Member, for himself, his immediate household and guests, shall be entitled to the use and enjoyment of the Lots or Common Areas, if any, as provided in the Declaration.

SECTION 4.2 Delegation of Rights.

Any Member may delegate his rights of enjoyment in the Lots or Common Areas to any lessee who resides upon the Properties under a leasehold interest for a term of one (1) year or more, and the immediate household, and guests of such lessee. Such Member shall notify the Secretary in writing of the name of any such person and of the relationship of the Member to such person. The rights and privileges of such person are subject to suspension under Article II, Section 3 hereof, to the same extent as those of the Member, and are further subject to the reasonable rules and regulations of the Association governing the use of the Common Areas,

**ARTICLE V.
GENERAL POWERS OF THE ASSOCIATION**

SECTION 5.1 Payments from Assessment Funds.

The Association shall pay out of the funds hereinafter provided for, the following:

A. Annual Inspection Report as Required by the Long Term Maintenance Agreement for Storm Water Drainage System. The fees paid for the services of any firm employed by the Association for the inspection and reporting on the Best Management Practices of the Storm Water facilities that comprise the Storm Water Drainage System as required under the Long Term Maintenance Agreement (LTMA).

B. Costs Associated with Individual Lot Owners Failure to Maintain. The services of any person or firm employed by the Association, including without limitation, the services of any person or persons required for the maintenance or operation arising out of the failure of the Individual Lot Owners to fulfill their responsibilities under the LTMA and legal or accounting services, necessary and proper in ensuring compliance with the Agreement or the enforcement of the Declaration and this Code of Regulations and for the organization, operation and enforcement of the rights of the Association.

C. Capital Expenditures for Repair and Replacement of Storm Water Management System Basins and Structures. The Association's powers herein enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital expenditures, having a total cost in excess of Ten Thousand Dollars (\$10,500.00) nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of the Storm Water Drainage System requiring an expenditure in excess of Ten Thousand Dollars (\$10,500.00) without in each case the prior approval of the Members of the Association entitled to exercise a majority of the voting power of the Association.

D. Insurance. A policy or policies of insurance, as required or authorized by the Declaration, or as otherwise required in the opinion of the Board of Trustees, for the operations of the Association, the Board of Trustees, and the Properties.

E. Worker's Compensation. Worker's Compensation Insurance to the extent necessary to comply with any application laws.

F. Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Common Properties or any part thereof which may in the opinion of the Association constitute a lien against the Common Properties rather than merely against the interests of particular Owners; it being understood, however, that the foregoing authority shall not be a limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable, for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specifically assessed to said Owners.

G. Interest and Loan Proceeds. Any interest with respect to loans made by the Association and amounts paid to repay loans.

H. Additional Expenses. Any expenses specifically provided for in the Declaration along with any other materials, supplies, labor, services, maintenance, repairs, alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and this Code of Regulations or by law or which, in the opinion of the Trustees, shall be necessary or proper for the maintenance and operation of the Properties or the enforcement of the Declaration or this Code of Regulations.

**ARTICLE VI.
RULES AND REGULATIONS**

SECTION 6.1 Rules and Regulations.

The Association, by vote of the Members entitled to exercise a majority of the voting power of the Association, may adopt such reasonable rules and regulations and from time to time amend the same supplementing the rules and regulations set forth in the Declaration and this Code of Regulations as it may deem advisable for the care, maintenance, operation and beautification of the Properties and for the health, comfort, safety and general welfare of the Owners and occupants of the Properties. Written notice of such rules and regulations shall be given to all Owners and the Properties shall at all times be maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration and of this Code of Regulations, the provisions of the Declaration and of this Code of Regulations shall govern.

SECTION 6.2 No Active Business to be Conducted for Profit.

Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Owners or any of them.

SECTION 6.3 Delegation of Duties.

Nothing herein contained shall be construed so as to preclude the Association, through its Board of Trustees and officers, from delegating to persons, firms or corporations of its choice such duties and responsibilities of the Association as the Trustees of the Association shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities, including but not limited to the Management Agent specified in the Declaration.

**ARTICLE VII.
BOARD OF TRUSTEES**

SECTION 7.1 Number and Qualification.

The affairs of the Association shall be managed by a board of three (3) Trustees.

SECTION 7.2 Appointment and Election of Trustees; Vacancies.

After conversion of the Class B Membership to a Class A Membership, the Trustees shall be elected at each annual meeting of Members of the Association or at a special meeting called for the purpose of electing Trustees. At a meeting of Members of the Association at which Trustees

are to be elected, only persons nominated as candidates shall be eligible for election as Trustees, and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board of Trustees, however caused, the remaining Trustees, though less than a majority of the whole authorized number of Trustees, may, by the vote of a majority of their number, fill any such vacancy for the unexpired term.

Prior to conversion of the Class B Memberships to Class A Memberships, the Trustees shall be appointed by the Class B Member.

Notwithstanding any provision of this Code of Regulations to the contrary, at the option of the Developer, upon the conversion of the Developer's Class B Membership to a Class A Membership, the Developer shall continue to be deemed to have sufficient votes with respect to the election of Trustees such that the terms for none of the Trustees (who have been chosen by the Developer) shall have terms which expire prior to one (1) year after the date of said conversion. The Developer shall have the right to appoint Trustees at any time during said one (1) year period to fill unexpired or vacant terms, regardless of reason for such vacancy(ies).

SECTION 7.3 Term of Office; Resignations.

Each Trustee shall hold office for a term of two (2) years following his election or appointment, except as hereafter provided, and until his successor is elected, or until his earlier resignation, removal from office or death. Any Trustee may resign at any time by oral statement to that effect made at a meeting of the Board of Trustees or in a writing to that effect to take effect immediately or at such other time as the Trustee may specify. Members of the Board of Trustees shall serve without compensation. At the first annual meeting of the Members of the Association, the term of office of two (2) Trustees shall be fixed so that such term will expire on the date of the second annual meeting of Members of the Association, and the term of office of three (3) Trustees shall be fixed so that such term will expire on the date of the third annual meeting of the Members of the Association. At the expiration of such initial term of office of each respective Trustee, his successor shall be elected to serve for a term of two (2) years. Notwithstanding any contrary provision of the Declaration or this Code of Regulations, the Developer reserves the right to remove and replace any appointed Trustees in the sole and exclusive discretion of the Declarant.

SECTION 7.4 Organization Meeting.

Immediately after each annual meeting of the Association, the newly elected Trustees and those Trustees whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

SECTION 7.5 Regular Meetings.

Regular meetings of the Board of Trustees may be held at such time and places as shall be determined by a majority of the Trustees; but at least one (1) meeting shall be held during each fiscal year. The board may hold a meeting by any method of communication, including electronic or telephonic communication, provided each member of the Board can hear and read in real time and participate and response to every other member of the Board.

SECTION 7.6 Special Meetings.

Special meetings of the Board of Trustees may be held at any time upon call by the President or any two (2) Trustees. Written notice of the time and place of each such meeting shall be given to each Trustee either by personal delivery or by mail, telegram or telephone at least two (2) days before the meeting, which notice need not specify the purpose of the meeting; provided, however, that attendance of any Trustee at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting and such notice may be waived in writing either before or after the holding of such meeting, by any Trustee, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting of the Trustees.

SECTION 7.7 Action By Unanimous Consent.

In lieu of conducting a meeting, the Board may take action with the unanimous written consent of the Members of the Board. Any written consent shall be filed with the minutes of the meeting of the Board.

SECTION 7.8 Quorum; Adjournment.

A quorum of the Board of Trustees shall consist of a majority of the Trustees then in office; provided that a majority of the Trustees present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board of Trustees at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in this Code of Regulations.

SECTION 7.9 Removal of Trustees.

At any regular or special meeting of Members of the Association duly called, at which a quorum shall be present, any one or more of the Trustees may be removed with or without cause by the vote of Members entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, and a successor or successor to such Trustee or Trustees so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Trustee whose removal has been proposed by the Members of the Association shall be given an opportunity to be heard at such meeting. Notwithstanding any contrary provision of this Code of Regulations, any Trustee chosen by the Developer or elected with the votes of Developer shall not be removed without the consent of the Developer.

SECTION 7.10 Fidelity Bonds.

The Board of Trustees shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate Fidelity Bonds. The premiums on such bonds shall be paid by the Association and shall be a common expense.

SECTION 7.11 Indemnification of Trustees and Officers.

Each Trustee and Officer shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party, or which he may become involved, solely by reason of his being or having been a Trustee or Officer, or any settlement thereof, whether or not he is a Trustee or Officer at the time the expenses are incurred, except in such cases wherein the Trustee or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided, that in the event of a settlement, the indemnification shall apply only when the Board of Trustees approves such settlement and reimbursement as being for the best interests of the Board of Trustees and the Association.

ARTICLE VIII. OFFICERS

SECTION 8.1 Election and Designation of Officers.

The Board of Trustees shall elect a President, a Vice-President, a Secretary and a Treasurer. The Board of Trustees may also appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in their judgment may be necessary. All officers must be Trustees and Members of the Association.

SECTION 8.2 Term of Office; Vacancies.

The officers of the Association shall hold office until the next organizational meeting of the Board of Trustees and until their successors are elected, except in the case of resignation, removal from office or death. The Board of Trustees may remove any officer at any time with or without cause by a majority vote of the Trustees then in office. Any vacancy in any office may be filled by the Board of Trustees.

SECTION 8.3 The President.

The President shall preside at all meetings of the Board of Trustees, shall see that orders and resolutions of the Board of Trustees are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments, which shall be countersigned as provided below.

SECTION 8.4 The Vice-President.

The Vice-President shall perform all the duties of the President in his absence.

SECTION 8.5 The Secretary.

The Secretary shall be ex officio the secretary of the Board of Trustees, who shall record the votes and keep the minutes of all proceedings in a book to be kept for this purpose. The Secretary shall sign all certificates of membership, keep the records of the Association in a book kept for such purpose, register the names of all Members of the Association together with their addresses as registered by such Members, and countersign all leases, mortgages, deeds and all other written instruments (along with the President, or in the absence of the President, the Vice-President).

SECTION 8.6 The Treasurer.

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees, provided, however, that a resolution of the Board of Trustees shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks of the Association, provided that such checks shall also be signed by the President, or in his absence, by the Vice-President.

The Treasurer shall keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

SECTION 8.7 Other Officers.

The Assistant Secretaries and Assistant Treasurers, if any, and any other officers which the Board of Trustees may appoint shall, respectively, have such authority and perform such duties as maybe determined by the Board of Trustees.

SECTION 8.8 Delegation of Authority and Duties.

The Board of Trustees is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the Performance of duties in addition to those mentioned herein.

**ARTICLE IX.
MEETINGS OF MEMBERS**

SECTION 9.1 Annual Meeting.

After conversion of the Class B Memberships to Class A Memberships, the regular annual meeting of the Members shall be held on the third Saturday of the month of January in each year at ten o'clock a.m. or at such other date and time in January as may be designated in the notice of such meeting.

SECTION 9.2 Special Meetings.

Special meetings of the Members for any purpose may be called at any time by the President, the Vice-President, the Secretary or the Treasurer, or by any two or more Members of the Board of Trustees, or upon written request of the Members who have a right to vote one-fourth of all of the votes of the entire membership or who have a right to vote one-fourth of the votes of the Class A membership.

SECTION 9.3 Notices of Meetings.

Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the Members of the Association, written notice stating the time, place and purpose of such meeting

shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by this Code of Regulations to give such notice. The notice shall be given by personal delivery or by mail to each member of the Association who is an Owner of record of a Dwelling Unit located in the Properties as of the day next preceding the day on which notice is given. If mailed, the notice shall be addressed to the Members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purposes of any meeting of Members of the Association may be waived in writing, either before or after the holding of such meeting, by any Members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, shall be deemed to be a waiver by him or notice of such meeting.

SECTION 9.4 Quorum; adjournment.

Except as may be otherwise provided by law or by the Declaration, at any meeting of the Members of the Association, the Members of the Association entitled to exercise a majority of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting, provided, however, that the Members of the Association entitled to exercise a majority of the voting power represented at a meeting of Members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

SECTION 9.5 Majority Vote.

The vote of a majority at a meeting at which a quorum is present shall be binding upon all Members for all purposes except where in the Declaration, or this Code of Regulations or by law, a higher percentage vote is required.

SECTION 9.6 Order of Business.

The order of business of meetings of the Members of the Association shall be as follows:

- A. Calling of meeting to order.
- B. Proof of notice of meeting or waiver of notice.
- C. Reading of minutes of preceding meeting.
- D. Reports of Officers.
- E. Reports of Committees.
- F. Election of Inspectors of election.
- G. Election of Trustees.
- H. Unfinished or old business.

- I. New Business.
- J. Adjournment.

**ARTICLE X.
PROXIES**

SECTION 10.1 Authorized.

At all corporate meetings of Members of the Association, each Member may vote in person or by proxy.

SECTION 10.2 Requirements and Duration.

All proxies shall be in writing and filed with the Secretary prior to commencement of the meeting at which such proxy is to be voted. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering a Lot, its presentation to the Board of a copy of the mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot.

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

SECTION 10.3 All Proxies Revocable.

All proxies shall be revocable at any time by actual notice to the Secretary of the Association by the Member making such designation. Notice to the Association in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

**ARTICLE XI.
DETERMINATION AND PAYMENT OF ASSESSMENTS**

SECTION 11.1 Individual Assessments.

The Individual Assessments payable per the Declaration shall be computed and levied by the Board pursuant to this Code of Regulations in the event that Individual Lot Owners fail to comply with their responsibilities under the LTMA. The Board shall have the power from time to time to adopt such billing, collection and payment procedures, charges and other payment time schedules as it deems appropriate. Declarant and Builder shall not be subject to or required to pay this Assessment.

SECTION 11.2 Working Capital Fund and Replenishment.

The Association shall establish and replenish a fund for annual inspections and maintenance, repair, and replacement obligations of the Association under the LTMA. Extraordinary expenditures in excess of the balance at the beginning of any fiscal year shall be charged first against such reserve. If the "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Association shall prepare an estimate of the additional cash requirements necessary, or necessary for the balance of the year, which additional amount of cash requirement shall be assessed to all of the Owners, and shall be considered as part of the capital fund assessment. The Association shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become due and payable no later than thirty (30) days after the delivery or mailing of such notice of further assessments.

SECTION 11.3 Budget for First Year.

When the first Board of Trustees elected hereunder takes office, the Association shall determine the "estimated cash requirement," as hereinabove defined, for the period commencing thirty (30) days after the said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in Section 1 of this Article XI.

SECTION 11.4 Failure to Prepare Annual Budget.

The failure or delay of the Association to prepare or serve the annual or adjusted estimate on an Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the annual charge at the existing rate established for the previous year until such new annual or adjusted estimate shall have been mailed or delivered.

SECTION 11.5 Individual Assessment.

Upon approval by two-thirds (2/3) vote of the members of the Board, the Association shall have the right to assess an individual Lot for any of the following:

- A. Any costs incurred by the Association in the performance of any maintenance in accordance with the Declaration.
- B. Any charges or fines imposed or levied in accordance with the Declaration.
- C. Any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner or Occupant or their family, tenants, guests or invitees, including attorney fees, court costs and other expenses incurred.
- D. Any costs associated with the enforcement of the Declaration or this Code of Regulations, including, but not limited to attorney's fees and court costs and other expenses incurred.

SECTION 11.6 Working Capital Fund; Initial Assessment on All Lots.

At the time of the closing of a purchase of a Lot from a Builder, the purchaser of such Lot shall be assessed the sum of \$100.00 as such purchaser's initial capital contribution to the working capital fund of the Association for use in payment of the Common Expenses. Builders shall require such purchasers to pay such assessment as part of their agreement with any such purchaser. If a purchaser other than a Builder purchases a Lot from Declarant, such sum shall be due at the Closing of the acquisition of such Lot. This Assessment shall be used by the Association for its expenses required for compliance with the LTMA. Neither Declarant nor Builder shall be subject to or required to pay this Assessment.

SECTION 11.7 Maximum Annual Assessment.

Beginning with the recording of the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements the maximum Annual General Assessment payable under Section 4.7 of the Declaration shall be \$175.00. Beginning with Assessments levied as of January 1, 2024, the Board without a vote of the majority of the Owners may increase the maximum Annual Assessment payable under Article 4.3 of the Declaration by an amount not to exceed 10% percent of the previous year's maximum amount. Consent to increase this assessment by more than 10% of the previous year's maximum shall be obtained at a special meeting of the Members or by written consent of the Members.

SECTION 11.8 Allocation of Assessments on All Lots.

The Common Expense Liability of each Lot shall be its portion of the Common Expenses. The Common Expense Liability and the Annual General Assessment shall be allocated equally to each Lot. Declarant and Builder shall not be subject to or required to pay any Common Expense Liability.

SECTION 11.9 Lien for Assessments.

The Association shall have a lien for any Assessment levied against a Lot, for fines imposed against an Owner or Occupant, and for interest, costs and reasonable attorney fees.

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

B. Effective Dates. The lien for the Common Expense Liability under the Declaration for each Lot shall be effective on the first day of the fiscal year of the Association. The lien for other Assessments shall be effective on the first day of the month following the notice of levy on the Owners affected.

C. Perfection. Recording of the Declaration constitutes notice and perfection of the Lien.

D. Notice of Lien. The Association may file a notice of lien with the Recorder of Portage County. Such notice shall not be required for the Association to enforce its lien.

E. Priority of the Lien. The lien created by the Declaration shall be prior to all liens and encumbrances recorded subsequent to the Declaration except the lien for real estate taxes and assessments and the lien of any bona fide first mortgage filed of record.

F. Subordination and Mortgagee Protection. Notwithstanding any of the provisions contained in the Declaration or herein to the contrary, the lien of any Assessment levied pursuant to the Declaration (and any late charges, interest, costs and attorney fees) shall be subordinate to, and shall in no way affect the rights of the holder of a first mortgage made in good faith for value received; provided, however, that such subordination shall apply only to Assessments, or installments thereof, which have become due and payable prior to the date of Sheriff's sale of such Lot pursuant to a foreclosure or the date of a deed in lieu of foreclosure. Such sale or transfer shall not relieve the mortgagee or the purchaser of a Lot at such sale from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment. Mortgagees are not required to collect Assessments on behalf of the Association. Failure to pay Assessments shall not constitute a default under any mortgage insured by FHA/VA.

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

H. Estoppel Certificate. Upon request of any mortgagee or Owner and upon payment in full of all Assessments and other charges permitted by the Declaration that are due to the Association, the Association shall execute and deliver to such mortgagee or Owner an Estoppel Certificate. Such certificate shall be in recordable form and shall note the payment of the outstanding Assessments and charges and that the Association is estopped from the enforcement of its lien with respect to Assessments and charges becoming due and payable prior to the date of the Certificate. The Association may charge a reasonable fee for the preparation of such certificate.

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

SECTION 11.10 Remedies Cumulative.

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

SECTION 11.11 Personal Obligation.

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

SECTION 11.12 Statement of Unpaid Assessments.

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

SECTION 11.13 No Waiver of Liability for Common Expenses.

No Owner may exempt himself or herself from liability for payment of the Common Expenses. Notwithstanding the foregoing, neither Declarant nor Builder shall be obligated to pay Common Expenses.

SECTION 11.14 Loan.

In the event that sufficient funds are not on hand to pay Common Expenses as and when the same become due, Declarant may loan the Association such sums as may be required to pay said Common Expenses. All such sums shall draw interest at the rate of eight percent (8%) per annum.

SECTION 11.15 Books and Records of Association.

The Association shall keep full and correct books of account and the same shall be open for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be required by the Owner. Upon ten (10) days' notice to the Board of Trustees and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges owing from such Owner.

SECTION 11.16 Status of Funds Collected by Association.

All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the Owners in the proportion set forth in the Declaration.

**ARTICLE XII.
AMENDMENTS**

SECTION 12.1 Procedure.

This Code of Regulations may be amended, at a regular meeting or special meeting of the Members, by a vote of a majority of a quorum of each class of Members present in person or by proxy, provided that any matter stated herein to be or which is in fact governed by the Declaration of Covenants and Restrictions applicable to the Properties may not be amended except as provided in such Declaration, Notwithstanding any contrary provision of this Code of Regulations, the provisions of Article VII, Section 2 shall not be amended prior to one (1) year after the conversion of the Class B Membership to a Class A Membership. Notwithstanding any provision of this Code of Regulations to the contrary, Developer shall have the same rights to amend the Code of Regulations as they have to amend the Declaration.

SECTION 12.2 Conflicts.

In the case of any conflict between the Declaration applicable to the Properties and this Code of Regulations, the Declaration shall control.

SECTION 12.3 Rights Not Impaired.

No amendment shall be effective to impair or dilute any rights of Members that are governed by the recorded Declaration applicable to the Properties (as, for example, membership and voting rights) which are part of the property interests created thereby .

**ARTICLE XIII.
GENERAL PROVISIONS**

SECTION 13.1 Copies of Notice to Mortgage Lenders.

Upon written request to the Board of Trustees of any duly recorded mortgage or trust deed against any Home, the Board of Trustees shall give such mortgage holder a copy of any and all notices permitted or required by the Declaration or this Code of Regulations to be given to the Owner or Owners whose Home ownership is subject to such mortgage or trust deed.

SECTION 13.2 Notice to Devisees and Personal Representatives.

Notices required to be given to any devisees or personal representatives of a deceased Owner may be delivered either personally or by mail to such party at his, her or its address appearing on the records of the court wherein the estate of such deceased Owner is being administered.

SECTION 13.3 Disposition of Assets Upon Dissolution.

Upon dissolution of the Association, the assets, both real and personal of the corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as

practicable the same as those to which they were required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. No such disposition of Association properties shall be effective to divest or diminish any right or title of any Member vested in him under the recorded Declaration applicable to the Properties unless made in accordance with the provisions of the Declaration of such Covenants and Restrictions.

SECTION 13.4 Non-Waiver of Covenants.

No covenants, restrictions, conditions, obligations or provisions contained in the Declaration applicable to the Properties or this Code of Regulations 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.

SECTION 13.5 Agreements Binding.

All agreements and determinations lawfully made by the Association in accordance with the procedure established in the Declaration and this Code of Regulations shall be deemed to be binding on all Owners, their successors, heirs and assigns.

SECTION 13.6 Severability.

The invalidity of any covenant, restriction, condition, limitation or any other provision of this Code of Regulations, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Code of Regulations.

SECTION 13.7 Action Without a Meeting.

Any action which may be authorized or taken at a meeting of the Members or of the Trustees, as the case may be, may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, all of the Members or all of the Trustees, as the case may be, who would be entitled to notice of a meeting for such purpose, or, in the case of Members, such other proportion or number of voting members, not less than a majority, as the Articles of Incorporation, Declaration, or Code of Regulations permit. Any such writings shall be filed with or entered upon the records of the corporation. Any certificate with respect to the authorization or taking of any such action which is required to be filed in the office of the Secretary of State shall recite that the authorization or taking of such action was in a writing or writings approved and signed as specified in this Section. This Section is pursuant to Section 1702.25 of the Ohio Revised Code.

[Signatures follow on next page.]

IN WITNESS WHEREOF, these Code of Regulations has been duly executed by Developer on the respective dates set forth below their signatures.

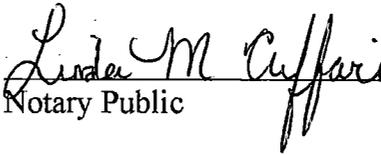
JAKEJOSH LAND, LLC

By: 
John P. Sumodi, Manager

STATE OF OHIO

COUNTY OF MEDINA

The foregoing instrument was acknowledged before me, this 24 day of January, 2022 by JakeJosh Land LLC, by John P. Sumodi, as Manager, an Ohio limited liability company, and that he, being authorized so to do, executed the foregoing instrument and the same is the free act and deed of said limited liability company and represented to me to be said person.


Notary Public



LINDA M CUFFARI
Notary Public
State of Ohio
My Comm. Expires
December 26, 2026

Instrument Prepared by:
John Sumodi
JakeJosh Land, LLC.
2292 Port Centre Drive
Medina, Ohio 44256

EXHIBIT D

CERTIFICATE OF COMPLIANCE

**CERTIFICATE OF COMPLIANCE AND STATUS OF ASSESSMENTS WITH RESPECT TO THE
RESALE OF A LIVING UNIT IN THE THE LAKEVIEW PINES SUBDIVISION, MEDINA, OHIO**

The Lakeview Pines Homeowners' Association, Inc., a non-profit Ohio corporation (the "Association"), created to govern, operate, control and administer the "Areas of Common Responsibility" for Lakeview Pines Subdivision, Medina, Ohio ("Lakeview Pines") and to supervise and enforce the Declaration of Covenants, Conditions, Restrictions and Easements of The Lakeview Pines Homeowners' Association, Inc., Medina, Medina County, Ohio (the "Declaration") hereby certifies as follows:

1. The Association has received notice of a proposed sale of Living Unit No. _____ located at _____, Medina, Ohio _____.
2. The proposed purchaser of the Living Unit is _____.
3. The owner(s) of the Living Unit (is/are) _____.
4. The Association has no record of a violation of the Covenants and Restrictions contained in the Declaration except _____ (if none, write "None").
5. The current annual assessment attributable to the Living Unit is \$ _____.
6. The assessments are payable at the rate of \$ _____ per _____; said assessments being payable through _____, 20__.
7. A fee of \$50.00 is payable to the Association upon the issuance of this Certificate in accordance with the terms of the Declaration.

This Certificate of Compliance is being issued pursuant to Section 10.5 of the Declaration.

LAKEVIEW PINES HOMEOWNERS' ASSOCIATION, INC.

By: _____
Name: _____
Its: _____

Dated: _____