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DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS

VALLEY CREEK VILLAGE

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DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS
VALLEY CREEK VILLAGE

This Declaration of Covenants, Restrictions and Easements is made and entered into on this 10th day of January, 1979, by BOB SCHMITT HOMES, INC., an Ohio Corporation of Strongsville, Ohio, which together with its successors and assigns, is hereinafter referred to as the "Corporation or Developer".

WHEREAS, the Corporation as owner in fee simple of certain real estate situated in the City of Strongsville, Cuyahoga County and State of Ohio, which is more fully described below, did on September 30, 1977, with the approval and authority of the Trustees of the Ledgewood Association, as evidenced by the instrument recorded in Volume.14625, Page 955 et seq of the Cuyahoga County Recorder's records, annex the said real property to the Ledgewood Subdivisions thereby subjecting the property to the Covenants and Restrictions imposed upon and applicable to the Ledgewood Subdivisions; and,

WHEREAS, the Corporation does desire and will develop said real estate under Section 1125.60, Single Family Detached and Cluster Dwellings, of the Zoning Code of the City of Strongsville, Ohio, for its own benefit and for the mutual benefit of all future owners, mortgagees and occupants of said real estate or any part thereof, does establish these rights, easements, privileges and restrictions with respect to said real estate and the use, conduct and maintenance thereof; and,

WHEREAS, the Corporation desires and intends that the several owners, The Valley Creek Village Association (a Neighborhood Association), mortgagees, occupants and other persons hereafter acquiring any interest in said real estate shall at all times enjoy the benefits of, and shall hold their interest therein, subject to the rights, easements, privileges and restrictions set forth herein, and also shown in the deed, all of which are declared to be Covenants Running with the Land and to be in furtherance of a general plan to promote and protect the co-operative aspect of ownership of the common areas and to facilitate the proper administration, ownership and maintenance of the real estate and dwellings granted by fee simple conveyance to any grantee, their heirs or assigns.

NOW, THEREFORE, BOB SCHMITT HOMES, INC., (the Corporation) does hereby impose the following Covenants, Restrictions and grants of Easement on the property described as:

"VALLEY CREEK VILLAGE"

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio. Being known as part of Block "A" of Ledgewood Subdivision No. 1 as recorded in Volume 214, Page 29 of Plat Records, bounded and described as follows:

Beginning at the northwest corner of Block "A", said corner being in the easterly line of Fallingwater Road.

Thence in a southerly direction along said easterly line, being in the arc of a curve bearing to the right and having a radius of 1570.49 feet, an arc distance of 107.45 feet to a point.

Thence in a general southeasterly direction along said easterly line, being in the arc of a curve bearing to the right and having a radius of 70.00 feet, an arc distance of 30.50 feet to a point of reverse curve.

Thence in a general southeasterly direction along the arc of a curve bearing to the left and having a radius of 20.00 feet, an arc distance of 20.94 feet to a point of tangency.

Thence North 89°41'19" East, a distance of 167.06 feet to a point.

Thence South 0°18'41" East, a distance of 218.38 feet to a point of curve.

Thence in a general southeasterly direction along the arc of a curve bearing to the left and having a radius of 20.00 feet, a distance of 17.45 feet to a point of reverse curve.

Thence in a general southerly to westerly direction along the arc of a curve bearing to the right and having a radius of 50.00 feet, a distance of 122.17 feet to a point.

Thence South 0°18'41" east a distance of 21.73 feet to the south line of Block "A".

Thence North 87°36'49" East along the south line of Block "A", a distance of 529.32 feet to the southeast corner thereof.

Thence North 0°18'41" West along the easterly line of Block "A", a distance of 464.25 feet to the northeast corner thereof.

Thence South 89°41'19" West along the northerly line of Block "A", a distance 705.12 feet to the place of beginning, embracing 6.038 acres of land, but being subject to all legal highways.

- COVENANTS AND RESTRICTIONS
APPLICABLE TO VALLEY CREEK VILLAGE

ARTICLE I

SCOPE AND APPLICATION OF CLUSTER HOUSING COVENANTS
AND RESTRICTION; DEFINITIONS

Section 1. Scope and Application. The covenants, restrictions and easements set forth in this document shall apply to and be imposed upon The Valley Creek Village and any part thereof exclusively. Without limiting the generality of the paragraphs immediately preceding this part of the Declaration, said covenants, restrictions and easements are made for the mutual and reciprocal benefit of each and every Living Unit Owner in Valley Creek Village, are intended to create mutual, equitable servitudes upon each of said Living Units in favor of each and all of the other Living Units in Valley Creek Village, to create reciprocal rights be-

tween the respective Living Unit Owners and to create a privity of contract and estate between the grantees of said Living Unit Owners, their heirs, successors and assigns.

Section 2. Definitions. The following words when used in these Covenants and Restrictions (unless the context shall prohibit) shall have the following meanings.

- (a) "Cluster Housing Properties" shall mean and refer to those areas of land which are designated as a "Cluster Housing Property", a Common Area, a street or other road or a walkway or sidewalk shown on Exhibit "A" and which are intended to be devoted to the common use and enjoyment of all Living Unit Owners and in which each Living Unit Owner is now or hereafter granted property rights co-extensive with those of all other Living Unit Owners pursuant to the terms and provisions of this document.
- (b) "Common Area" shall mean and refer to those areas of land which are intended to remain as open areas and buffer zones for the common use, benefit and enjoyment of all Living Unit Owners and which are designated by the term "Common Area" or any phrase containing those words on Exhibit "A".
- (c) "Living Unit" shall mean and refer to a Parcel of Land located within Valley Creek Village or a Parcel of Land located within Valley Creek Village and a single-family dwelling, with garage attached, situated thereon. The fee or undivided fee simple title to any such Parcel shall not be separated from the fee or undivided fee simple title to the dwelling built thereon as shown on Exhibit "A".
- (d) "Living Unit Owner" shall mean and refer to any and all owner or owners of record, whether a person or an entity, of a fee or undivided fee simple title to a Parcel or Cluster Dwelling situated within Valley Creek Village at any time during the term of these Covenants and Restrictions but shall not mean or refer to the Developer or a mortgagee unless and until such mortgagee has acquired such title pursuant to foreclosure or by deed or any proceeding in lieu of foreclosure.
- (e) "Living Unit Owners' Association" shall mean and refer to The Valley Creek Village Association, (a Neighborhood Association) an Ohio non-profit corporation formed for the purpose of regulating and maintaining Valley Creek Village, The Common Areas, the exterior of the Living Units and Parcels, providing services of general benefit to the

Living Unit Owners, administering and enforcing these Covenants and Restrictions and collecting and disbursing the assessments and exercising the other functions as hereinafter provided.

- (f) "Living Unit Member" shall mean and refer to the Developer and all those Living Unit Owners who are Members of the Living Unit Owners' Association as provided in Article III, Section 1 of this document.
- (g) "Developer" or "Corporation" shall mean and refer to Bob Schmitt Homes, Inc., an Ohio Corporation, its successors or assigns.

ARTICLE II

MUTUAL RECIPROCAL EASEMENTS

Section 1. Reciprocal affirmative easements over and on the Cluster Housing Properties, each parcel of land comprising a Living Unit, the Common Area, and abutting on any side, front, or rear of any parcel of land conveyed in this development are granted with and appurtenant to each parcel so conveyed to each fee owner and The Valley Creek Village Association for, but not limited to, the following:

- (a) Encroachment of any wall, eave, foundation, gutter, roof overhang, fence, chimney or appertaining part thereto of a dwelling on a parcel resulting from the original construction of the dwelling by the Grantor, its successors or assigns, or as the result of subsidence or shift of land or building; and,
- (b) Maintenance, staining, painting, foundation repair or any reasonable cause or use to make repairs or to maintain a parcel and dwelling conveyed hereunder, in this development; and,
- (c) The dominant estate and The Valley Creek Village Association shall be under a legal duty and obligation to the servient estate to repair or replace any damage or injury to the servient estate caused or occasioned by the exercise or use of the easements granted in (b) above, even though such use has been reasonable and for the purposes described; and,
- (d) However, in no event shall a valid easement for any encroachment or trespass be created in favor of any owner, tenant or occupant of any dwelling or parcel if such encroachment or trespass occurred due to the willful conduct of such owner, tenant or occupant through the use of easement granted in (b) above or as contemplated by (a) above.

Section 2. Construction, Repair, Maintenance. The Developer reserves for purposes incident to its development of the Cluster Housing Properties an easement and/or right-of-way upon, across, over, through and under the Cluster Housing Properties to the extent necessary to carry out said development to completion. In addition, there is hereby reserved a blanket easement upon, across, over, through and under the Cluster Housing Properties, without limitation, to permit the replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to, water, sewer, telephone, electricity, television cable or communication lines and systems by a company or municipality providing such services or utilities, including, without limitation, the City of Strongsville, and to permit the construction, reconstruction, repair, maintenance or replacement of any Living Unit, or any portion thereof, by the Developer or the Owner thereof. By virtue of these easements, any such Owner, the Developer or any such utility or service provider, as the case may be, is and shall be expressly permitted for such purpose to maintain facilities and equipment, to erect temporary buildings or structures, to excavate and to affix, install and maintain wires, circuits, pipes and conduits on, in or under said property, provided said Owner, the Developer or said utility or service company, as the case may be, restores any disturbed areas to the condition in which they were found and provided further that such activities shall not render any Living Unit, other than the Living Unit being constructed, reconstructed, repaired, maintained or replaced, uninhabitable. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utility or service lines or facilities for such utilities may be installed or relocated in, on or under the Cluster Housing Properties unless and until approved by the Developer so long as it is a Living Unit Member and thereafter by the Living Unit Owners' Association in accordance with its Articles of Incorporation and/or Code of Regulations. Said easements shall in no way affect any other recorded easements on the Cluster Housing Properties or any other easement granted in this Declaration.

ARTICLE III

MEMBERS AND VOTING RIGHTS IN THE LIVING UNIT OWNERS' ASSOCIATION

Section 1. Members. Every Living Unit Owner shall be a member of the Living Unit Owners' Association and the Ledgewood Association for so long as he is a Living Unit Owner, 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 Developer shall be a member until it has conveyed every Living Unit owned by it to a Living Unit Owner.

Section 2. Voting Rights. Membership in the Living Unit Owners' Association shall be divided into Class A and Class B Members.

CLASS A. Class A Members shall be all members with the exception of the Class B Member or Members. Class A Members shall be entitled to one vote for each Living Unit. In the event a Living Unit is owned by more than one owner, the owners shall not be entitled to more than one vote with respect to any such Living Unit.

CLASS B. The Class B Member or Members shall be the Developer. Each Class B Member shall be entitled to two votes for each Living Unit owned by it.

Section 3. Articles and Regulations. The Articles of Incorporation and Code of Regulations of the Living Unit Owners' Association may contain any provisions, not in conflict with these Covenants and Restrictions, as are permitted to be set forth in such Articles and Regulations by the Non-Profit Corporation Law of Ohio as from time to time in effect.

ARTICLE IV

PROPERTY RIGHTS IN THE CLUSTER HOUSING PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 4 of this Article IV, every Living Unit Member or, in the stead of said Living Unit Member, any tenant or lessee thereof, who is in residence upon said Living Unit Member's Living Unit shall have for himself, his immediate household and guests a right and easement of enjoyment in and to the Cluster Housing Properties, and such easement shall be appurtenant to and shall pass with the title to every Living Unit. Without limiting the generality of the foregoing, an easement for the use and enjoyment of each street, road, walkway or sidewalk which constitutes a part of the Cluster Housing Properties is reserved hereby to the Developer, to each Living Unit Owner, and to the invitees of all the aforementioned. In addition, there is hereby granted to the City of Strongsville an easement to enter upon, across, on, under or through the Cluster Housing Properties for purposes of snow removal, garbage removal, police and fire protection and the providing of other such municipal services.

Section 2. Title to Cluster Housing Properties. The Developer shall retain the legal title to the Cluster Housing Properties until such time as, in the opinion of the Developer, the Living Unit Owners' Association is able to maintain the same, but notwithstanding any other provision herein, the Developer hereby covenants for itself and its successors and assigns that it shall convey the Cluster Housing Properties to the Living Unit Owners' Association not later than December 31, 1980, free and clear of all liens.

Section 3. Use of Cluster Housing Properties. The Cluster Housing Properties are intended to be used for vehicular and pedestrian traffic and as open areas and buffer zones. Subject to the provisions of Article II of this instrument, no building or other structure shall be erected, constructed, placed or suffered to remain upon or within the Cluster Housing Properties, except for such structures as fences, walls, signposts, playground equipment or portable or temporary recreational facilities which are constructed in a Common Area or in an area designated as "Cluster Housing Property" which are intended to enhance the common use and enjoyment of such areas and which do not significantly compromise or interfere with the intended primary uses described above.

Section 4. Extent of Members' Easements. The right and easements of enjoyment created by this Article IV shall be subject

- (a) The right of the Developer, or of the Living Unit Owners' Association to borrow money for the purpose of improving the Cluster Housing Properties and in aid thereof to mortgage said properties and the right of the Developer or the Living Unit Owners' Association to take such steps as are reasonably necessary to protect the Cluster Housing Properties against foreclosure; and,
- (b) The right of the Living Unit Owners' Association, in accordance with its Articles and Code of Regulations, to adopt uniform rules and regulations governing the use of the Cluster Housing Properties, and to suspend the enjoyment rights of any Living Unit Member or tenant or lessee thereof and his household and guests for the non-payment of any assessment levied pursuant to this document during any period which such assessment remains in default, and for any infraction of such rules and regulations, provided, however, that any such suspension shall not deny ingress or egress to any Living Unit; and,
- (c) The right of the Living Unit Owners' Association to dedicate or transfer all or any part of the Cluster Housing Properties to any municipality or any public agency, authority or utility, for such purposes and subject to such conditions as may be determined at a meeting of the Living Unit Members by the affirmative vote of Living Unit Members entitled to exercise a majority of the voting power of the Living Unit Owners' Association.

ARTICLE V

COVENANT FOR MAINTENANCE EASEMENTS

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

- (a) An annual assessment levied in accordance herewith for the following purposes: operating, maintaining, constructing, repairing and replacing the recreational and landscaped areas and facilities on

the Cluster Housing Properties; providing services of general benefit to Living Unit Owners, including, without limitation, to the extent deemed necessary to be desirable, snow removal, garbage removal, maintenance, painting, staining all exterior sides and/or walls of the Living Unit, fences and gates, including roofs, downspouts, gutters within such maintenance repair or replacement, and maintenance of any landscaped area of each Living Unit which lie outside the privacy fence or similar structure; and administering the affairs of the Living Unit Owners' Association; and,

- (b) special assessments levied in accordance herewith for improvements or other capital expenditures, including the acquisition of additional property for use as Cluster Housing Properties, for emergency, operating, maintenance or repair costs, and for other costs and expenses not anticipated in determining the applicable annual assessment.
- (c) The Living Unit Owners' Association shall acquire and/or maintain in effect a comprehensive three (3) year master fire insurance policy with extended coverage, in amounts representing a reasonable insurable value of each Living Unit for all the Units in Valley Creek Village and all Units thereafter shall be insured accordingly by the master policy.

The master policy shall also be written and issued including liability protection to each Living Unit Owner and the Living Unit Owners' Association in amounts and coverage as determined by the Board of Managers of the Association.

Cost of any such insurance acquired by the Association for the benefit and protection of the Living Unit Owners and the Living Unit Owners' Association shall be included in the annual assessment as herein set forth. It shall be the obligation of the Board of Managers of the Living Unit Owners' Association to establish a fair and equitable method of apportioning the costs of insurance so acquired to each Living Unit Owner.

The Living Unit Owners' Association shall upon conveyance of legal title of the Cluster Housing Property and Common Areas to the Living Unit Owners' Association by the Developer, obtain a Liability Insurance Policy in such amounts and coverage as determined by the Board of Managers of the Association, naming the Living Unit Owners and the Living Unit Owners' Association as insured. Cost of such insurance to be apportioned as described in the preceding paragraph.

Each such assessment shall be as established by the Board of Managers of the Living Unit Owners' Association for each Living Unit; provided, however, that if a Living Unit is conveyed by the Developer to the Living Unit Owner (hereinafter referred to as the "Initial Conveyance"), after the date on which an annual assessment is due and payable, the amount of such annual assessment to be paid by such Living Unit Owner shall be prorated by multiplying the total amount of such annual assessment by a fraction, the numerator of which is the number of months, inclusive of the month of the Initial Conveyance, remaining in the year of Initial Conveyance and the denominator of which is twelve unless said annual assessment is levied for a period of less than one year, in which case the denominator shall be the number of calendar months, inclusive of any portion of any calendar month, in the period for which the assessment is levied. All such annual and special assessments, together with interest thereon as hereinafter provided, shall be a charge upon any such Living Unit if not paid within sixty (60) days after the same have become due and payable, and at such time the Living Unit Owners' Association shall have a lien upon the Living Unit for which such assessment has not been paid and upon the ownership interest of the Living Unit Owner of such Living Unit. All such annual and special assessments shall be in addition to any annual or special assessments payable to the Ledgewood Association pursuant to these Covenants and Restrictions.

Section 2. Annual Assessments. When improvements to Valley Creek Village Living Units and Cluster Properties have been substantially completed by the Developer, the Board of Managers of the Living Unit Owners' Association shall levy the annual assessment which may be made payable in equal monthly installments, for the balance of that year and for the next succeeding year. Each year thereafter, the annual assessment for the following year shall be levied by the Board of Managers of the Living Unit Owners' Association, prior to the date of the annual meeting of the Living Unit Members, in such amount as it deems in its discretion to be reasonably necessary to meet expenses anticipated during the ensuing year and to accumulate reasonable reserves for future operating and capital expenditures. At said annual meeting of the Living Unit Members, the amount of the annual assessment for the following year as levied by the Board of Managers of the Living Unit Owners' Association may be increased or decreased by the affirmative vote of Living Unit Members entitled to exercise a majority of the voting power of the Living Unit Owners' Association; provided, however, that from and after January 1 of the year immediately following the conveyance of the first Living Unit to a Living Unit Owner by the Developer, if said annual assessment has not been increased more than six percent (6%) above the annual assessment for the previous year, it may not be decreased by a vote of the membership of the Living Unit Owners' Association. In no event, however, shall the annual assessment for the years beginning prior to January 1, 1980, exceed Three Hundred and Sixty Dollars (\$360.00) per Living Unit per year.

Section 3. Special Assessments. The Living Unit Owners' Association may levy a special assessment applicable to a specified number of years; provided, however, any such assessment shall be approved by the affirmative vote of Living Unit Members entitled to exercise two thirds (2/3) of the voting power of the Living Unit Owners' Association. Living Unit Members shall be given written notice thirty (30) days in advance of the date of the meeting at which such vote shall be taken stating that a special assessment for a stated purpose or purposes will be considered and discussed at such meeting.

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Section 4. Due Dates of Assessments: Defaults. The annual assessment, or if appropriate, the first installment thereof, for the balance of the year in which said improvements to the Cluster Housing Properties is completed shall be due and payable the first day of the calendar month following the month in which the same is levied with respect to any Living Unit conveyed by the Developer on or prior to such due date. Each annual assessment for each year thereafter, or if appropriate, the first installment thereof, shall be due and payable on January 1 of the year for which it is levied. The due date of any special assessment or installment thereof shall be fixed in the Resolution of the Living Unit Owners' Association authorizing such assessment, and written notice of such special assessment or installment thereof shall be given to each Living Unit Owner subject thereto thirty (30) days in advance of such due date.

In the event the Initial Conveyance of a Living Unit takes place after any assessments in effect have become due and payable pursuant to the foregoing, the amount of any such assessment prorated in accordance herewith, or if appropriate, the first installment thereof, shall be due and payable upon the conveyance of said Living Unit.

When any of said annual assessments are to be paid in installments, the installments to be paid after the first installment shall be successively due and payable on the first day of each of the calendar months following the month in which the first installment was paid.

If an annual or special assessment or an installment thereof is not paid within sixty (60) days after the due date, it shall be deemed to be in default, and such delinquent assessment or installment shall bear interest from the due date at the rate of Eight Percent (8%) per annum or at such other rate as may be set by the Board of Managers of the Living Unit Owners' Association after January 1, 1980. In the event of any such default in the payment of an installment of an annual or special assessment, said Board of Managers shall have the right, at its option, to declare the entire balance of such assessment which remains outstanding immediately due and payable and in default. The Living Unit Owners' Association may, after such sixty (60) days, file a notice of lien with respect to any such amounts in default in the office of the Recorder of Cuyahoga County, Ohio, stating the amount due, signed by the President and Secretary of the Living Unit Owners' Association, and duly acknowledged and witnessed. Such lien and rights to foreclosure and sale shall be in addition to and not in substitution for or in limitation of any and all other rights, privileges or remedies which the Living Unit Owners' Association may hereunder or otherwise.

Section 5. Statement of Unpaid Assessments. A statement in respect to existence and amount of unpaid liens and assessments on any Living Unit shall be provided by the Living Unit Owners' Association to any prospective purchaser or mortgagee of said Living Unit upon request. If such request is made, and the contemplated sale of said Living Unit consummated in reliance on such statement, such purchaser shall not be liable for, and said Living Unit or any interest therein of any such mortgagee shall not be subject to a lien for any unpaid assessments which are past due as of the date of such statement and are not set forth thereon nor shall the easements of enjoyment appurtenant to said Living Unit set forth in Article IV of this document be suspended by reason of any such assessment.

Section 6. Exempt Property. The following property shall be exempted from the assessments and liens created in this ARTICLE V:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) The Common Areas, Streets, Walks, in The Cluster Housing Properties;
- (c) All properties exempted from taxation by the laws of the State of Ohio, upon the terms and to the extent of such legal exemption; and,
- (d) Any parcel upon which the Developer has not built a Living Unit. When the Living Unit is built and is sold, such Cluster Dwelling, parcel or a vacant parcel of land when it is sold shall lose its exempt classification, effective the date of Transfer of Title.

No Living Unit devoted to dwelling use shall be exempt from said assessments or liens except as above stated.

ARTICLE VI

PROTECTIVE COVENANTS

Section 1. Land Use. Each Parcel of land shall be used only for private, single-family residential purposes, and only one single-family residence, with garage attached, shall be constructed or erected on any Parcel. No "out building" or other structure shall be permitted or allowed on the Parcel.

Section 2. Architectural Control. No building or other structure shall be erected, constructed, reconstructed, placed, altered or suffered to remain upon any Parcel in Valley Creek Village except by the Developer, unless and until the plans and specifications showing the size, height, type and materials of construction thereof and the location of the same shall have been submitted to and approved in writing as to the harmony of the external design and the location in relation to surrounding structures and topography by the Developer while the Developer is a Member and thereafter the Association.

Section 3. Easements. The Developer has created and granted easements for installation and maintenance of electric, and communication facilities to the utility companies and easements for sewer, drainage and swales to the City of Strongsville.

No structures, planting, or other material shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and maintenance of such utilities or which may change the direction of flow of drainage channels or which may obstruct or retard the flow of water through drainage channels. The easement area of each Parcel and all improvements in it shall be maintained continuously by the Living Unit Owner's Association except for those improvements therein for which a public authority or utility is responsible. The holder of any such easement shall have the right to enter upon and across each Lot at any place that is required in order

to make an installation, to carry out any maintenance or to perform any other such function or operation in accordance with such easements.

Section 4. Nuisance, Signs, Trade or Business, Liquor, Pets. No nuisance, advertising sign, billboard or other advertising device shall be built, placed, permitted or suffered to remain upon any Living Unit, nor shall any such Living Unit be used in whole or part for any trade or business or in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any holder of adjoining land. No spirituous, vinous or fermented liquors shall be manufactured or sold either at wholesale or retail upon any Living Unit. Domestic pets may be kept in any of the Living Units in such type as an ordinary family usually keeps for its private enjoyment in a residential community, but such pets shall not be permitted to become a nuisance.

Section 5. Exterior Maintenance. The Valley Creek Village Association shall provide reasonable exterior maintenance upon each Parcel, Dwelling, The Common Areas, and the Cluster Housing Properties as follows: paint, repair, and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, driveways, walks and other exterior improvements, except as herein before limited.

Section 6. Storage and Parking of Vehicles. No commercial vehicle, truck, trailer, mobile home, house recreational vehicle camper, slide-in camper, pick-up bed cover or trailer, except a boat trailer, (either with or without wheels) shall be stored or kept within The Valley Creek Village. Private automobiles shall be stored in the garage attached to the residence or parked on paved driveways. A boat on a trailer may be stored on any Living Unit in an attached garage only.

Section 7. Garbage and Refuse Disposal. No Living Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other discarded or waste material. Garbage and waste material may not be kept outside any structure on any Living Unit except in a sanitary, clean, and covered container.

Section 8. Laundry. No clothesline or clothespole or other device or mechanism for the hanging of clothes shall be maintained on any Living Unit unless the same is screened from street view and from the view of persons of neighboring Living Units.

Section 9. Mowing. The Valley Creek Village Association shall mow or cause to be mowed all grass and maintain all other vegetation, all decorative landscaping, ground cover and garden plants, on the Living Units, around the Living Units and on Common Areas, except as hereinbefore limited. Replacement or additional landscaping shall be done at the direction and expense of the Living Unit Owners' Association.

Section 10. Signs, Antennas, Etc. No Living Unit Owner shall cause or permit anything to be hung or displayed on the outside of the windows or on balconies or placed on the outside walls of any building structure or other improvement on the Living Unit, except the flag of the United States, and no sign, awning, canopy, shutter, radio, television or C.B. antenna, shall be affixed to or placed upon the exterior walls, roof of any Living Unit, without the prior written consent of the Developer, for so long as the Developer is a Living Unit Member and thereafter consent of the Living Unit Owners' Association and the Ledgewood Association.

Section 11. Variances. The Developer for so long as it is a Living Unit Member and thereafter the Association in accordance with its Articles of Incorporation and/or Code of Regulations may allow reasonable variances and adjustments of the Covenants and Restrictions set forth in this document in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to the other Living Units in the Properties.

ARTICLE VII

DURATION: AMENDMENT

Each provision of the Covenants and Restrictions set forth in this document shall be a separate covenant, and the holding of any covenant invalid for any cause shall not affect the validity of any other. Each provision shall be enforceable at the suit of the Developer, the Living Unit Owners' Association, or upon the failure of the Living Unit Owners' Association to take such action within a reasonable time, The Ledgewood Association, or their respective successors and assigns, or any other Owner or lawful occupant of any Living Unit, subject to this document, or of any other person holding a property interest in the Cluster Housing Properties, or any part thereof, who is damaged or prejudiced by breach of such provision including, without limitation, the City of Strongsville with respect to the obligation of the Living Unit Owners' Association to administer and maintain the Cluster Housing Properties. Failure to enforce any provision shall not constitute a waiver of or any acquiescence or consent to any concurrent or subsequent violation of any such provisions. Said provisions shall remain in force until January 1, 2025 unless, within the year immediately preceding such date, they are extended as written or as changed by consent thereto in writing signed, witnessed and acknowledged as then required by the laws of Ohio for the conveyance of real estate, by the owners of sixty-five percent (65%) of all the Living Units subject to such provisions, excluding all mortgagees and lien-holders and purchasers under executory contracts; provided, however, that the Developer hereby reserves the exclusive right at any time and from time to time until January 1, 1981, to modify, change, alter, add to or rescind any provision of the covenants and restrictions, but not the easements, set forth in this Declaration by executing a written instrument which sets forth any such modification, change, alteration, addition or rescission, or any combination of such actions, and filing of record said instrument in the Cuyahoga County Records; any such action shall be taken only if, in the judgment of the Developer, the purposes of the general development of the Cluster Housing Properties will be better served by such action.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Notices. Any notice required to be sent to any Owner under the provisions of these Covenants and Restrictions shall be deemed to have been properly sent when mailed, post paid,

by regular mail to the last known address of said Living Unit Owner as such appears on the records of the Living Unit Owners' Association.

Section 2. In the event any provision, term, condition or language contained in this Declaration of Covenants, Restrictions and Easements should be in conflict with the Covenants and Restrictions imposed on the Ledgewood Subdivisions, that which is more restrictive shall prevail and govern.

ARTICLE IX

COMMON PROPERTIES AND FACILITIES MAINTENANCE

Section 1. Developer's Duty to Maintain. The Developer shall have the duty to maintain all common area properties and facilities until such time as all improvements are completely installed, paid for in full, and title to same transferred to the Association.

Maintenance shall include but not be limited to painting, repairing of the exterior and interior building surfaces, trees, shrubs, grass, driveways, walks and all other improvements in and/or on the common properties.

Section 2. Association's Duty to Maintain. The Association shall have the same duties and obligations to maintain all common properties and facilities as does the Developer as set out in Section 1 of this Article after title has been conveyed to the Association.

Section 3. City's Right and Authority to Compel Maintenance. The City as a third party beneficiary may, although it is under no obligation or duty to do so, compel compliance with Sections 1 or 2 of this Article IX as the City deems necessary by court action or any other appropriate means.

ARTICLE X
ASSOCIATION

Section 1. The Living Unit Owners' Association for the administration and maintenance of the Cluster Housing properties and Living Units shall be deemed to exist immediately upon the filing of these Covenants, Restrictions, and Easements of record. This Association shall be called "The Valley Creek Village Living Unit Owners' Association" or a name similar thereto, and may be an unincorporated association or may be or become an Ohio Corporation not for profit. Each Living Unit Owner shall be a member of this Association, which membership shall terminate on the sale or other disposition by such member of his Living Unit, at which time the successor Living Unit Owner shall become a member of this Association. This Association shall be governed by the Bylaws, which bylaws may be amended from time to time as therein provided. The bylaws may contain any further provisions deemed by the Association to be desirable and not inconsistent with this Document or the laws of the State of Ohio.

Section 2. Upon the filing of this Document for record, the Corporation shall appoint the initial Members of the Board (who may or may not be unit owners), who shall serve in such capacity until such time as their successors are elected and qualified in accordance with the bylaws; provided, however, that any vacancy which might arise for any reason whatsoever in the initial Board of Managers shall be filled by the Corporation until such successors are elected and qualified.

ARTICLE XI
AGENT FOR SERVICE OF PROCESS

Section 1. William F. Mahoney, Attorney at Law, a natural person whose business address is 10766 Gate Post Road, Strongsville, Cuyahoga County, Ohio 44136, is hereby appointed as the statutory agent to receive service of process for the Association. The agent may at any time hereafter resign its position by delivering to the Association and filing for record (in the miscellaneous file of the Cuyahoga County Recorder's Office) notice of such resignation. The Association shall thereupon promptly select a successor agent and file for record an amendment to this Declaration naming said successor agent.

IN WITNESS WHEREOF, Declarant hereunto sets its hand by
P. F. Schmitt, its President,
this 14th day of March, 1979.

BOB SCHMITT HOMES, INC.

BY: [Signature]

Signed and acknowledged
in the presence of:

[Signature]
[Signature]

STATE OF OHIO)
COUNTY OF CUYAHOGA) SS:

Before me, a Notary Public, in and for said County and State personally appeared the above-named BOB SCHMITT HOMES, INC., by Robert F. Schmitt, its President, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed personally and as said officer and the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and official seal at Strongsville, Ohio, this 14th day of March 1979.



[Signature]
Notary Public

WILLIAM F. MAHONEY, Attorney
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Section 147.03 R. O.

This instrument prepared by:
William F. Mahoney
Attorney at Law
10766 Gate Post Road
Strongsville, Ohio 44136
(216) 238-6915

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RECORDER'S NOTE: THIS DOCUMENT WAS PRESENTED FOR RECORD IN SUCH A CONDITION AS TO BE, IN PART, ILLEGIBLE.

RECORDER'S OFFICE
MARK HEALD, CLERK
COUNTY RECORDER, SEATTLE
MAY 15 3 16 PM '79
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COUNTY RECORDS
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RECORDER'S NOTE: THIN PAPER WITH TYPING SHOWING THROUGH ON THE BACK.

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