

Section 6. *Exempt Property.* 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 local public authority and devoted to public use;
- (b) The Common Properties as defined in Article I, Section 1 hereof; and
- (c) All properties exempted from taxation by the laws of the State of Ohio, upon terms and to the extent of such legal exemption.

Notwithstanding any other provisions herein, no Lot devoted to dwelling use shall be exempt from said assessments or liens.

ARTICLE VI PROTECTIVE COVENANTS

Section 1. *Land Use.* Each Lot 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 Lot. A single "out-building" as defined in Paragraph 5 hereof may be built or maintained on any Lot only in accordance with the provisions of said Paragraph 5.

Section 2. *Architectural Control.* No building or other structure shall be erected, constructed, reconstructed, placed, altered or suffered to remain upon any Lot in The Deerfield Lake Subdivisions 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 on the recorded plats of The Deerfield Lake Subdivisions easements for installation and maintenance of electric, gas and communication facilities to the companies named thereon and easements for sewer, drainage and swale to the City of Strongsville. The Developer will create and grant similar easements on the plats to be recorded on any additional real property as defined in Article II, Section 2 of these Covenants and Restrictions.

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 Lot and all improvements in it shall be maintained continuously by the owner of the Lot, 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 any installation, to carry out any maintenance or to perform any other such function or operation in accordance with such easements.

Section 4. *Building Setback Restriction; Treelawn Limitation.* No portion of any Lot nearer to any street than the building lines shown on the plats of The Deerfield Lake Subdivisions shall be used for any purpose other than that of a lawn; nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks and drives, the planting of trees or shrubbery, the growing of flowers or ornamental plants for the purpose of beautifying said premises. No trees or shrubbery shall be planted in the tree lawn without the written approval of the Association.

Section 5. *Out-building; Temporary Structures.* In addition to the one single-family residence with garage attached, as permitted by Paragraph 1 above, not more than one out-building