

10156-1757

APPROVED
By PA
Date 6-1-76
Amount 25.00

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100 LINES

ARTICLES OF INCORPORATION

OF

THE DEERFIELD LAKE ASSOCIATION

The undersigned, desiring to form a non-profit corporation (hereinafter referred to as "Association") under the Non-Profit Corporation Law of Ohio, Title XVII, Chapter 1702 of the Ohio Revised Code, hereby certifies:

FIRST. Name. The name of the Association shall be THE DEERFIELD LAKE ASSOCIATION.

SECOND. Principal Office. The place in this State where the principal office of the Association is to be located is the City of Strongsville, Cuyahoga County.

THIRD. Purposes. The purposes for which the Association is formed are:

- (a) To carry out the functions and responsibilities, and exercise the authority, of the Association referred to in the Covenants and Restrictions for The Deerfield Lake Subdivisions, in Strongsville, Ohio, to be set forth in the deeds from the Developer conveying any premises in The Deerfield Lake Subdivisions.

(b) To maintain and administer the Common Properties in The Deerfield Lake Subdivisions, provide services of general benefit to the owners of lots within The Deerfield Lake Subdivisions, administer and enforce the aforesaid Covenants and Restrictions and collect and disburse the assessments and exercise the other functions provided for in such Covenants and Restrictions.

(c) To own, acquire, improve, construct, operate, supervise, regulate, repair, replace and maintain recreation areas, playgrounds, swimming pools, common open space, street entrances and other such properties, and buildings, structures, landscaping and personal property incident thereto, in or near The Deerfield Lake Subdivisions, established for the common use and enjoyment of owners of premises within The Deerfield Lake Subdivisions.

(d) Insofar as permitted by law, to take any and all actions and to do all things that are ancillary and incidental to and necessary or desirable to effectuate the foregoing purposes, objects and powers or that will promote the health, safety and welfare of the residents of The Deerfield

Lake Subdivisions generally, and their use and enjoyment of the Common Properties.

FOURTH. Initial Trustees. The names and mailing addresses of the Trustees of the Association who are to serve until the first meeting of Members are as follows:

Maurice F. Shave, 6287 Lear Nagle Road, North
Ridgeville, Ohio 44039

Robert J. Shoup, 1956 Union Commerce Building,
Cleveland, Ohio 44115

Robert N. Rains, 1956 Union Commerce Building,
Cleveland, Ohio 44115

IN WITNESS WHEREOF, the undersigned has hereunto subscribed his name this 27th day of May, 1976.

Thomas F. Dowd
Thomas F. Dowd

Said Incorporator did also adopt the Code of Regulations on the 14th day of September, 1976 which is as follows:

CODE OF REGULATIONS
OF
THE DEERFIELD LAKE ASSOCIATION

ARTICLE I

Membership

A. Qualifications; Classification.

1. The owner or owners of record, whether a natural person, a corporation or a partnership, (the "Owner") of a fee or undivided fee simple title to any subplot (hereinafter "Lot") in The Deerfield Lake Subdivisions, Strongsville, Ohio, as said subdivisions are filed for record and thereafter expanded, shall be a Member of The Deerfield Lake Association (hereinafter "Association") for so long as such ownership of record continues; provided, however, that any natural person, corporation or entity who holds title to any Lot solely as a mortgagee or secured party in connection with the payment of money or the performance of an obligation shall not be a Member unless and until such title has been acquired pursuant to foreclosure or any proceeding in lieu thereof. North East Land Company and its affiliated corporations (hereinafter referred to, collectively and/or individually as the context requires, as the "Developer") shall be a Member until it has conveyed every Lot owned by it to an Owner.

2. Membership in the Association shall be divided into Class A Members and Class B Members. Class A Members shall be all Members with the exception of the Class B Members. Class B Members shall be the Developer.

3. Class A membership shall be appurtenant to and may not be separated from ownership of a Lot. A Class A Member, or instead of said Member, a tenant or lessee thereof,

and the immediate household and guests of such Member, or tenant or lessee, may use those areas of land designated as "Common Property" on any recorded subdivision plat of The Deerfield Lake Subdivisions and the facilities thereon (hereinafter the "Common Properties"), but only in connection with the single-family use of the dwelling on each Lot, only by one family in respect of each Lot and only by such guests as may be permitted by rules and regulations established by the Association in accordance herewith.

B. Termination Of Membership And Suspension Of Privileges.

1. Membership in the Association shall continue only so long as the Member is the owner of record of one or more Lots and shall terminate automatically upon the cessation of such ownership.

2. A Member's right and the right of any other person derived therefrom to use the Common Properties may be suspended;

(a) By the Board of Trustees, upon the failure of the Member to pay any assessment or charge imposed by the Board of Trustees of the Association pursuant to the authority granted by Article VIII of this Code of Regulations within thirty (30) days after written notice that such Member is in default (as that term is defined in Article VIII, Section F hereof) with respect to such charge or assessment has been given to such Member, and such suspension shall remain in effect for so long as such default is not cured;

(b) By the Membership, at any regular meeting or at any special meeting called for such purpose, upon the occurrence of any of the following:

(i) Disorderly or offensive conduct, as defined by a resolution of the Board of Trustees, on the part of the Member, his immediate household or any of his guests which takes place upon the Common Properties, or

(ii) Any material violation of any rule or regulation established by the Board of Trustees relative to the use of the Common Properties.

Suspension pursuant to this Subsection (b) shall require the affirmative vote of three-quarters (3/4) of the votes present in person or proxy at such meeting, and, in addition to or as part of any notice to be given pursuant to this Code of Regulations for such meeting, any Member whose suspension is to be acted upon shall be invited in writing to appear at such meeting and speak on his own behalf. The duration of such suspension shall be the greater of sixty (60) days or so long as the conduct which provides the basis for such suspension continues; provided, however, that such sixty day period may be decreased to such lesser time as is established pursuant to the voting on said suspension.

Suspension of a member for any of the foregoing reasons shall not preclude the imposition of further suspensions for subsequent offenses.

C. Membership Book.

The Association shall keep a Membership Book containing the name and current address of each Member and the date of admission to membership, and upon termination of membership, the date of and the facts relating to such termination shall be entered in the Membership Book.

ARTICLE II

Voting Rights

A. Voting Rights.

Except as otherwise provided in this Code of Regulations, each Member of record as of noon of the business day immediately preceding the date on which notice of a meeting of the members is to be given pursuant to Article III, Section C hereof is entitled to vote at such meeting in accordance with the following:

1. A Class A Member shall be entitled to one vote for each Lot owned, and a Class B Member shall be entitled to four votes for each Lot owned, to be cast on each matter properly submitted to the membership for its vote, consent, waiver, release or other action. In the event a

Lot is owned by more than one Class A Member, said Members shall not be entitled to more than one vote with respect to such Lot.

2. The vote or votes allocated to a Lot shall be cast by or on behalf of the Member or Members whose membership is established by that Lot. In the event that more than one Class A Member is eligible to cast the votes allocated by this Section A, then any such Member may cast all of such votes or they may divide such votes between them as they determine, provided each such Member is present at the meeting in person or by proxy, but in no event shall the aggregate number of votes cast by such Members exceed the total number of Lots in respect of which they are entitled to vote.

3. Any Member may be represented at any meeting of Members, cast thereat all votes to which said Member is entitled with respect to any matter or matters brought before such meeting, execute consents, waivers and releases and exercise any other rights by a written proxy or proxies, signed by said Member and filed with the Secretary prior to or at the commencement of the meeting. When said Member is a natural person, such proxy or proxies may be granted to said Member's spouse (whether or not such spouse is a Member) or any other Member. When said Member is a corporation or a partnership, such proxy or proxies may be granted to any duly authorized representative thereof; provided, however, that if said Member is a corporation and the representative of that corporation is not the chairman of the board, president, vice-president, secretary or treasurer of said corporation, then before the votes of said corporation can be cast, it shall present to the Association a certified copy of the regulations, the by-laws or a resolution of the trustees, directors or executive committee of said corporation stating that the authority to vote is vested in the representative of said corporation. Said proxy or proxies shall be valid only for the meeting for which given or any adjournment thereof; provided, however, that no proxy shall extend beyond the adjournment of said meeting if there should be a quorum present at the time of such adjournment. A proxy shall automatically cease with respect to the vote or votes allocated to a Lot upon termination of the Member's interest as owner of such Lot.

4. All reference in this Code of Regulations to votes of Members shall mean votes cast in accordance with

provided in the Articles of Incorporation of the Association or this Code of Regulations, the affirmative vote of a majority of the votes present in person or by proxy at a meeting at which there is a quorum shall be necessary for the authorization or taking of any action by the membership.

ARTICLE III

Meetings Of Members

A. Annual Meeting.

An annual meeting of Members for the election of Trustees, the consideration of reports to be laid before such meeting, and the transaction of such other business as may be specified in the notice of the meeting, shall be held in 1976 on such date and at such time and place as the Trustees named in the original Articles of Incorporation of the Association (the "Initial Trustees") shall determine (the "Initial Annual Meeting"), and in each succeeding year, on such date and at such time and place as the Board of Trustees shall determine, but within four months following the close of each fiscal year of the Association.

B. Special Meetings.

A special meeting of Members shall be held on the call of the President, Vice President, or Secretary when any such officer deems it necessary or desirable or when requested to do so in a writing signed by Members holding 25% or more of the votes of the membership, or by a majority of the Trustees by action with or without meeting. Calls for special meetings shall designate the time, place, and purpose thereof; and no business not mentioned in the call shall be considered at any special meeting. Special meetings may be held at any place in Strongsville, Cuyahoga County, Ohio.

C. Notice.

Unless otherwise provided by law, the covenants and restrictions set forth in the warranty deed given by Developer conveying title to a Lot (the "Covenants and Restrictions"), the Articles of Incorporation of the Association or this Code of Regulations, the Secretary shall give written notice of the annual or any special meeting not

less than ten (10) days nor more than sixty (60) days prior thereto to each Member entitled to vote thereat at his address as it appears in the Membership Book or as supplied by such Member to the Association for the purpose of notice. All such notices shall state the time, place and purpose or purposes of the meeting and, if Trustees are to be elected thereat, the number of vacancies to be filled and the names of candidates nominated to fill such vacancies by the Board of Trustees or the Nominating Committee. Any Member who attends any such meeting without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to have waived notice of such meeting.

D. Quorum.

The presence at any meeting of Members, in person or by proxy, of Members holding not less than one-third (1/3) of the aggregate voting power of the Members shall constitute a quorum. If there shall be no quorum at the time for which any meeting shall have been called, the meeting may be adjourned from time to time by a majority of the Members present or represented by proxy, without any notice other than by announcement at the meeting, until a quorum shall attend. At any resumption of an adjourned meeting, any business may be transacted which might have been transacted if the meeting had been held as originally called.

ARTICLE IV

Trustees

A. Number, Qualifications And Election.

There shall be a Board of five (5) Trustees, who shall be elected by the Association's membership at the first annual meeting to replace the Initial Trustees. Succeeding Trustees shall be elected at each annual meeting thereafter or if not then, at a special meeting called for the purpose of electing Trustees. The election may be by written or oral ballot in accordance with such procedure as the Board of Trustees shall adopt from time to time. Persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Nominations for the office of Trustee shall be made by the Initial Trustees for the election to be held at the Initial Annual Meeting; additional nominations may be made from the floor by Members attending said meeting, provided the nominee's consent has been obtained. Each year thereafter, the Board of Trustees or a Nominating Committee selected by the Board of Trustees shall, prior to the giving of notice of the meeting at which Trustees are to be elected, nominate candidates for the offices of Trustees whose term is to expire that year. Any additional nominations shall only be made by a written notice signed by not less than ten (10) Members and the nominee and given by personal delivery or by mail to the Secretary at least ten (10) days before the date of such Annual Meeting. Any number of nominations may be made by separate written notices in such manner, but no Member shall be entitled to sign more than one such written notice, and in the event of any such duplicate signing, the signature of such Member shall be disregarded on all such written notices upon which it appears.

Each candidate for the office of Trustee shall be a natural person who is, or, in the case of a corporation or partnership which is a Member, who is duly authorized to represent, a Member in good standing of the Association. Any Initial Trustee meeting these qualifications and the spouse of any person meeting these qualifications are also eligible to serve as a Trustee. A partnership or a corporation owning more than one Lot, shall be entitled to designate a separate representative for each Lot owned for purposes of this Section A.

B. Term Of Office.

~~The term of office of the Trustees shall be two (2) years; except that the term of office of the Trustees elected at the first Annual Meeting of Members shall be determined by lot -- the term of office of three (3) Trustees to expire on the date of the second Annual Meeting of Members, and the term of office of the remaining two (2) Trustees to expire on the date of the third Annual Meeting.~~ At each Annual Meeting of Members after the first, Trustees shall be elected to replace the Trustees whose terms expire on the date of such meeting. No Trustee (except an Initial Trustee, a representative of the Developer, if a Trustee, or a successor Trustee who has been selected to complete the term of a vacated office of a Trustee as provided in Section

C of this Article) shall serve consecutive terms of office as a Trustee. Each Trustee shall serve until his term expires and his successor is elected and qualified or until the earlier vacation of his office pursuant to Section C of this Article.

C. Vacancies; Removal.

The office of a Trustee shall be deemed vacant upon the death, removal or resignation of said Trustee or at such time as said Trustee no longer meets the qualifications necessary to hold such office specified in Section A of this Article. Any Trustee may be removed from office, with or without cause, and the vacancy created thereby filled, by the affirmative vote of a majority of the voting power of the membership at a special meeting of Members called for such purpose. Any Trustee may resign at any meeting of the Board of Trustees, which shall be entered on the minutes of such meeting, or at any other time by giving written notice to the Board of Trustees. The Board of Trustees shall appoint an interim Trustee to fill any vacancy created by the removal of a Trustee which is not filled at the time of such removal by the Membership or any other vacancy as promptly as is reasonable by the vote of a majority of the remaining Trustees then in office. Such interim Trustee shall serve until the next succeeding Annual Meeting of Members, at which, if any of the term respecting such vacancy remains unexpired, a successor Trustee shall be nominated and elected as hereinbefore provided to serve such remainder. The Trustee appointed by the Trustees to serve the interim period until such Annual Meeting may be elected to complete the term respecting such vacancy, and a Trustee elected by the Members to complete a term respecting a vacancy may be elected by the Members to a regular term of office as Trustee upon the expiration of his term as a successor Trustee. If no Trustees remain, the Members shall elect an entire Board of five (5) Trustees in the same manner as was done at the Initial Annual Meeting at a meeting called for that purpose. During any period that such vacancy exists, the remaining Trustees shall continue to act with the powers and authority of the full Board of Trustees.

D. Compensation Of Trustees.

No Trustee shall be entitled to, or shall receive, any compensation for attendance at meetings of the Board of Trustees or for other services rendered to the Association

as Trustee or as a member of a committee of the Board of Trustees; provided, however, that the Board of Trustees may authorize the reimbursement to any Trustee of expenses necessarily incurred by him in the performance of his duties as Trustee.

E. Meetings Of Trustees.

An annual meeting of the Board of Trustees shall be held immediately following the annual meeting of members. Other regular meetings of the Board of Trustees shall be held at such specified regular time and place and at such intervals as shall be fixed by the Board. Special meetings of the Board of Trustees may be held upon call of the President, the Vice-President or the Secretary, and shall be called upon request of any three Trustees. All meetings of the Board of Trustees shall be held at any place in Cuyahoga County, Ohio.

F. Notice Of Meeting.

Notice of the time and place of the annual meeting of Trustees and any special meeting of the Board of Trustees shall be served upon or mailed or telegraphed to each Trustee at his address as it then appears upon the records of the Association, at least three (3) days prior to the time of the meeting. No notice shall be required for regular meetings of the Board of Trustees provided that the meeting at which the regular time and place for such regular meetings was fixed was duly called and held and copies of the minutes of such meeting were sent to each member of the Board not present thereat; otherwise, notice of regular meetings shall be given in the same manner as for annual and special meetings. Notice of the time and place of any meeting of the Board of Trustees may be waived, in writing, either before or after the holding of the meeting, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Trustee at a meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed a waiver of the notice of the meeting.

G. Quorum.

To constitute a quorum at any meeting of the Board of Trustees there shall be present not less than one-half of the Trustees then in office, but if at any meeting of the

Trustees there is present less than a quorum, a majority of those present may adjourn the meeting from time to time until a quorum shall attend without any notice other than by announcement at said meeting. Each Trustee at the time any vote or action of the Board of Trustees is taken upon any matter shall be entitled to cast one vote with respect thereto. The act of a majority of the Trustees present at a meeting at which a quorum is present is the act of the Board of Trustees. No Trustee may vote by proxy.

H. Duties And Powers Of Trustees.

The Board of Trustees shall have general charge of the affairs, business, property and assets of the Association. It shall be the duty of the Trustees to provide for the execution and discharge of the functions and responsibilities of the Association set forth in the Covenants and Restrictions and to carry out the other aims and purposes of the Association, including, without limitation, the following:

1. To provide by rule for regular and special meetings of the Board of Trustees and the methods of transacting business thereat;
2. To establish uniform, reasonable rules governing the use of the Common Properties by Members and guests, including, by way of example and not limitation, the setting of reasonable admission fees and other fees for such use, and the conditions under which and extent to which persons other than Members may be permitted to use such property;
3. To provide for the operation, maintenance, construction, repair and replacement of common recreational and landscaped areas and facilities of the Association, and for the protection of the Association's property, real estate, equipment, and recreational facilities; to purchase additional equipment and other items deemed advisable (excluding real estate); and to provide for the protection of the Association, its members, and their guests in the use of the Association's property and facilities;
4. To exercise on behalf of the Association such rights of approval as may be required or permitted by this Code of Regulations or in the Covenants and Restrictions;

5. To levy annual dues and/or propose special assessments when appropriate in accordance with Article VIII hereof against each Lot and to collect and disburse the same;

6. To specify in accordance with the provisions of Article I, Section B(2) hereof, by general rule or by resolution in a particular instance, infractions which constitute grounds for the suspension from use of the Association's property;

7. To supervise compliance with and when necessary to enforce the Covenants and Restrictions, the rules and regulations promulgated by the Board of Trustees, the provisions of the Articles of Incorporation of the Association and the provisions of this Code of Regulations;

8. To bring suit, at law or in equity, to enforce the restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Covenants and Restrictions or this Code of Regulations;

9. To prepare a roster of the Lots in The Deerfield Lake Subdivisions and a list showing the status of payment of assessments applicable thereto, which roster and list shall be open to inspection by any Member;

10. To require the bonding of all officers and other persons regularly handling Association funds, the premiums for which shall be paid by the Association from the annual assessment;

11. To provide for the publication and distribution to Members of Rules and Regulations, Notices and other information (including, in the discretion of the Board of Trustees, general social information of interest to Members); and

12. To inform new residents of their privileges and obligations as Owners of a Lot.

ARTICLE V

Officers

A. Election And Qualifications Of Officers.

The Board of Trustees at each annual meeting of the Board or, if not thereat, at any meeting of Trustees called for such purpose shall elect the following officers, each to serve at the pleasure of the Board until the next annual meeting of the Trustees and until his successor is elected and qualified or until his earlier death or removal from office -- a President, a Vice President, a Secretary, and a Treasurer, and such other additional Vice Presidents and officers or assistant officers as the Trustees may deem necessary. Except for the President and Vice President, one person may hold two or more offices. The President shall be a Trustee, but the remaining officers need not be either Trustees or Members. Vacancies in any of the above-named offices shall be filled by the Board of Trustees for the unexpired term within thirty days after the occurrence thereof. No officer shall be entitled to, or shall receive, any compensation for services rendered to the Association as an officer; provided, however, that the Board of Trustees may authorize the reimbursement to any officer of expenses necessarily incurred by him in the performance of his duties as an officer.

B. President.

The President shall preside at all Meetings of Members and Trustees, sign all checks and notes of the Association (unless signed by the Vice President at the direction of the President) and perform generally all duties usual and incident to such office, and such other and further duties as may from time to time be required of him by the Members or Trustees. He shall be, ex officio, a member of all Committees.

C. Vice President.

The Vice President shall sign all checks and notes of the Association (except those signed by the President), perform generally all duties usual and incident to such office, such other and further duties as may from time to time be required of him by the Members, Trustees or President and all the duties of the President in case of the

latter's absence or disability. In case both the President and Vice President are absent or unable to perform their duties, the Trustees may appoint a President pro tempore.

D. Secretary.

The Secretary shall keep or cause to be kept the Membership Book in accordance with Article I, Section D hereof, a record of the names and addresses of all Trustees, the date each Trustee became such and upon termination of a trusteeship for any cause, the date thereof and the facts relating thereto, and an accurate record of all proceedings at meetings of the Association, of the Trustees and of Committees. He shall give all notices required by law or by this Code of Regulations. He shall keep a proper secretary's book, which may be included in the book containing the minutes of proceedings of Members and Trustees, and record therein all minutes of meetings of members, trustees and committees and such other matters as shall be proper and necessary. He generally shall perform all duties usual and incident to such office and such other and further duties as may be required of him by the Members, Trustees or President.

E. Treasurer.

The Treasurer shall receive and safely keep all monies, rights, and choses in action belonging to the Association. 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, in conjunction with the President or Vice President, shall sign all checks and notes of the Association. Proper vouchers shall be taken for all disbursements. He shall keep an accurate account of the finances of the Association, and all such accounts shall be open for inspection by the Board of Trustees or any committee of Members appointed for that purpose by the Membership. He shall make or cause to be made an annual audit of the Association books at the completion of each fiscal year, prepare an annual budget, an annual income statement and an annual balance sheet statement to be submitted to the Membership at the Annual Meeting and shall render an account of the

standing of the Association at such Annual Meeting and at such other times as the Board of Trustees may require. He shall perform generally all duties usual and incident to such office and such other and further duties as may be required of him by the Members, Trustees or President. He shall give bond in amount and with sureties to the approval of said Board of Trustees for the faithful performance of his duties, the premium for which shall be paid by the Association.

F. Removal.

Any officer may be removed from office, with or without cause, by the affirmative vote of a majority of the Trustees. The President shall be removed from office upon ceasing to be a Trustee.

G. Delegation of Duties.

In the absence of any officer of the Association, or for any other reasons the Board of Trustees may deem sufficient, the Board may delegate, from time to time, any and all of the powers and duties of such officer to any other officer or to any Trustee.

ARTICLE VI

Committees

A. Committees Of Trustees.

The Board of Trustees may from time to time create a committee or committees of Trustees who shall serve at the pleasure of the Board to act in the intervals between meetings of the Board of Trustees and may delegate to such committee or committees all or any portion of the authority of the Board of Trustees other than that of filling any vacancy on the Board of Trustees or on any committee of the Trustees. No committee shall consist of less than three Trustees. The Trustees shall appoint the members of any such committee and may appoint one or more Trustees as alternate members of any such committee, who may take the place of any absent member or members at any meeting of such committee. Without limiting the generality of the foregoing, the Board of Trustees specifically may create the following committees:

1. Executive Committee.

The Board of Trustees may create and define the powers and duties of an Executive Committee. Such committee shall include the President. Except as aforesaid and except to the extent that its powers are limited by the Board of Trustees, the Executive Committee during the intervals between meetings of the Board of Trustees shall possess and may exercise, subject to the control and direction of the Board of Trustees, all of the powers of the Board of Trustees with respect to the management and control of the affairs of the Association regardless of whether such powers are specifically conferred by this Code of Regulations. All actions taken by the Executive Committee shall be reported to the Board of Trustees at its first meeting thereafter.

2. Nominating Committees.

The Board of Trustees may create one or more nominating committees which shall propose to the Members nominees for Trustees and to the Board nominees for officers, each such committee proposing nominees for such offices as the Board of Trustees shall direct.

3. Architecture And Design Committee.

The Board of Trustees may create an Architecture and Design Committee. The Association shall act through the Board of Trustees or, in lieu thereof, said Committee to exercise any and all rights granted it by and to fulfill any and all responsibilities incumbent upon it under the Covenants and Restrictions, particularly Article VI thereof, with respect to the approval or disapproval of proposals, plans, designs, specifications and applications submitted by an Owner concerning: the location, placement, design, erection, construction, reconstruction, alteration or retention of certain structures; structural alterations or maintenance of exteriors; care and landscaping of grounds; and certain uses of a Lot, all as set forth in the Covenants and Restrictions. When acting in this capacity, the Board or the Committee shall enter all decisions rendered in the minutes of the its meeting, and a copy of the pertinent extracts of such minutes shall be given to said Owner. The Board or the Committee shall have the right to establish reasonable rules and regulations for the submission and consideration of and the taking of action upon such plans,

designs, proposals, specifications and applications as it is required to pass upon by this Code of Regulations or the Covenants and Restrictions. All such plans, designs, proposals, specifications and applications shall be submitted in writing and shall set forth in reasonable detail such information as the Board or the Committee requires, including without limitation, the dimensions, type and style of and the materials to be used to construct any structure subject to review pursuant hereto. Any approval of any particular application, design, plan, specification or proposal shall not be a waiver of the right to reject any similar or identical application, design, plan or proposal thereafter. In the event the Committee or the Board fails to initiate its review of any such plan, design, proposal, specification or application within ninety (90) days after the same has been submitted to it, approval will be deemed to have been granted, and this Article will be deemed to have been complied with fully.

In addition, the Committee may advise the Board of Trustees regarding any proposals, programs or activities which come to its attention and which may affect the residential value of the Lots in The Deerfield Lake Subdivisions.

B. Committees Including Non-Trustees.

The Board of Trustees may from time to time create a committee or committees which may include persons who are not Trustees to make investigations, evaluations, recommendations and reports to the Board of Trustees. The Board of Trustees shall appoint the members, at least one of whom shall be a Trustee, of any such committee to serve at the pleasure of the Board. None of the powers of the Board of Trustees may be exercised by any such committee. Without limiting the generality of the foregoing, the Board of Trustees specifically may create the following committees:

1. Recreation Committee.

The Recreation Committee shall advise the Board of Trustees on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

2. Maintenance Committee.

The Maintenance Committee shall advise the Board of Trustees on all matters pertaining to the maintenance,

repair or improvement of the Common Properties of the Association, and shall perform such other functions as the Board, in its discretion, determines.

3. Audit Committee.

The Audit Committee shall supervise the annual audit of the Association's books and approve the annual budget, income statement and balance sheet statement to be presented to the membership at its regular Annual Meeting. The Treasurer shall be an ex officio member of the Committee.

C. Committee Procedures.

Each committee shall keep a record and account of its proceedings and transactions. Except as otherwise required by this Code of Regulations, all actions by any Committee shall be reported to the Board of Trustees at the Board's meeting next succeeding such action, and shall be subject to control, revision, and alteration by the Board of Trustees; provided that no rights of third persons shall be prejudicially affected thereby if the original action of the committee was within the scope of its authority and responsibility. Each committee shall fix its own rules of procedure and shall meet as provided by such rules, by resolution of the Board of Trustees or at the call of the President. Unless otherwise provided by such rules or such resolution, the provisions of Article IV, Section F, relating to the notice required to be given for special meetings of the Board of Trustees shall also apply to meeting of each committee. A committee may act without a meeting act in writing or by telegram or by telephone with written confirmation, but no such action without a meeting shall be effective unless concurred in by all members of the committee. Vacancies in each committee shall be filled by the Board of Trustees or as the Board may provide.

ARTICLE VII

Indemnification

A. Authorization.

1. The Association shall indemnify in accordance with and to the extent permitted by the terms and provisions of Ohio Revised Code §1702.12(E), as the same may be amended from time to time, any person who was or is a party or is

threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Trustee or officer of the Association, or is or was serving at the request of the Association, as a Trustee, director, officer, employee, or agent of another corporation (domestic or foreign, non-profit or for profit), partnership, joint venture, trust, or other enterprise.

2. Each employee, and each retired employee, who is or has been party to a written employment agreement with the Association (excluding agreements to which such employee is only indirectly a party, such as labor union contracts) may be indemnified in the same manner and to the same extent as provided above for a Trustee or officer.

3. The indemnification provided by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Articles, this Code of Regulations, any agreement or vote of Members or disinterested Trustees, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, shall continue as to a person who has ceased to be a Trustee, officer, employee or retired employee and shall inure to the benefit of the heirs, executors, and administrators of any person entitled thereto.

B. Insurance.

The Association may purchase and maintain insurance on behalf of any person who is or was a Trustee or officer or designated agent of the Association, or is or was serving at the request of the Association as a Trustee, director, officer, employee or designated agent of another corporation (domestic or foreign, non-profit or for profit), partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article or of Chapter 1702 of the Ohio Revised Code.

ARTICLE VIII

Assessments

A. Creation Of The Lien And Personal Obligations For Assessments.

The Association shall have the power to levy pursuant to the authority granted it by the Covenants and Restrictions (1) annual assessments or charges and (2) special assessments, such assessments to be established and collected as hereinafter provided. Any annual or special assessments, together with such interest, costs and reasonable attorney's fees as are imposed in accordance with this Article, all of which shall be deemed to be a constituent part of such assessment, shall be, as provided herein, a charge on the land and a continuing lien upon the Lot of said Member against which each such assessment is made and shall bind such Lot in the hands of the then Owner or Owners, and his or their heirs, devisees, personal representatives, successors in title and assigns. Each such assessment, together with said interest, costs, and reasonable attorney's fees shall also be the personal obligation of such Owner or Owners of the Lot at the time when the assessment falls due. The personal obligation for assessments which are due and payable shall pass to any successor in title who shall be deemed to have expressly assumed such obligation upon the purchase of such Lot. Each Member who is personally obligated to pay any annual and/or special assessment levied in accordance herewith shall be notified promptly in writing of the levy of such annual and/or special assessment and the amount said Member is to pay. No Member shall be relieved of any liability for the assessments provided for herein by the non-use of the Common Properties of the Association, whether voluntary or by reason of a suspension of privileges pursuant to Article I, or by the fact that there is no one residing on the Lot which is subject to the assessment.

B. Purpose Of Annual Assessments.

The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Members and in particular to defray the expenses incurred for the construction, reconstruction, repair, operation, replacement and maintenance of

the recreational and landscaped areas and facilities on the Common Properties, for the provision of services related to the use and enjoyment of such Common Properties and for administering the affairs of the Association, including but not limited to, the payment of taxes and insurance thereon, the cost of repair, replacement and additions thereto, and the cost of labor, equipment and materials in connection with the management, operation and supervision thereof.

C. Levy of Annual Assessment.

When the recreational facilities on the Common Properties have been completed by the Developer, the Board of Trustees of the Association shall levy the annual assessments 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 annually by the Board of Trustees of the Association, prior to the date of the Annual Meeting of the Members, in such amount as in its discretion shall be reasonably necessary to meet expenses anticipated during the ensuing year and to accumulate reasonable reserves for future operating expenditures. At said Annual Meeting of the Members, the amount of the annual assessment for the following year as levied by the Board of Trustees of the Association may be increased or decreased by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association. In no event, however, shall the annual assessment for years beginning prior to January 1, 1979, exceed One Hundred and Twenty Dollars per Lot per year.

The annual assessment shall be the same amount for each Lot irrespective of size and location; provided, however, that, if a Lot is conveyed by the Developer to the Owner (hereinafter 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 Owner shall be prorated by multiplying the total amount of such annual assessment by a fraction, the numerator of which is the number of days remaining in the year of Initial Conveyance and the denominator of which is 365 unless said annual assessment is levied for a period less than one year, in which case the denominator shall be the total number of days in the period for which the assessment is levied.

D. Special Assessments For Capital Improvements.

Anything in this Article to the contrary notwithstanding, in addition to the assessments authorized above,

the Association may levy a special assessment in the same amount in each Lot applicable to a specified number of years for the purposes 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; making other capital expenditures, including without limitation, the acquisition of additional property for use as Common Properties, and defraying emergency operating, maintenance or repair costs and any deficit which remains in any year after the funds generated by the annual assessment for such year have been exhausted; provided, however, that any such special assessment shall have the assent of two-thirds (2/3) of the voting power of the Association at a meeting duly called for such purpose. Members shall be given written notice thirty (30) days in advance of the date of said meeting stating that a special assessment for a stated purpose or purposes will be considered and voted upon at such meeting.

E. Due Dates Of Assessments.

The annual assessment for the balance of the year in which the recreational facilities on the Common Properties are completed shall be due and payable ten (10) days after the same is levied with respect to any Lots conveyed by the Developer on or prior to such due date. Each annual assessment thereafter shall be due and payable on January 1st 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 Association authorizing such assessment, and written notice of such special assessment or installment thereof shall be given to each Owner subject thereto thirty (30) days in advance of such due date.

In the event the Initial Conveyance of a Lot 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, shall be due and payable upon the conveyance of said Lot.

F. Effect Of Nonpayment Of Assessments: Remedies Of The Association.

If any assessment levied in accordance herewith is not paid within thirty (30) days after the same has become due and payable, then such assessment shall be deemed to be

in default, shall bear interest from the due date at the rate of eight percent (8%) per annum and shall be a charge upon each Lot subject thereto. Such default shall constitute the grant of a lien to the Association upon such Lot and upon the ownership interest of any Owner of such Lot. Upon the occurrence of such default, the Association immediately may file a Notice of such lien stating the amount due, signed by the President and Secretary of the Association and duly acknowledged and witnessed, in the office of the Recorder of Cuyahoga County, Ohio. The Association shall give written notice of such default to any Member who is in arrears and if the amount owed is not paid within thirty (30) days of such notice, the Association may bring an action at law against the Owner or Owners personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the interest due and the costs of collection, including without limitation, the cost of preparing and filing a complaint in such action or actions and reasonable attorney's fees, and in the event a judgment is obtained, such judgment shall include the assessment as above provided and a reasonable attorney's fee fixed by the court together with the costs of the action. Statements in respect to the existence and amount of unpaid liens and assessments shall be provided by the Association to any prospective purchaser or mortgagee of any of the Lots upon request.

G. Exempt Property.

The following property shall be exempted from the assessments and liens created herein:

1. 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;

2. The Common Properties; and

3. All properties exempted from taxation by the laws of the State of Ohio, upon the 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 IX

Operation Of Common Properties

A. The Association shall have the power:

1. To borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the mortgagee shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to the continued enjoyment by the Members, and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members shall be fully restored;

2. To take such steps as are reasonably necessary to protect the Common Properties against foreclosure, including without limitation, to exercise all rights that would be granted to a mortgagee in accordance with Subsection (1) of this Section;

3. To issue annual permits to non-Members for the use of all or part of the Common Properties; and

4. To dedicate and transfer all or any part of the Common Properties to any municipality or any public agency, authority or utility.

Any such power may be exercised for such purposes, upon such terms and subject to such conditions as may be determined by the Trustees; provided, however, that any such action of the Trustees shall be approved at a meeting of the Members by the affirmative vote of Members entitled to exercise two-thirds (2/3) of the voting power of the Association.

ARTICLE X

Fiscal Year

The fiscal year of the Association shall be determined by the Board of Trustees from time to time, but in no case shall it end earlier than four months prior to the date of the Annual Meeting of Members.

ARTICLE XI

Notice

Any notice, instrument or communication which by the provisions of this Code of Regulations is required or permitted to be given or served shall be deemed to have been sufficiently given or served by personal delivery to the party for whom it is intended or to his residence, or by being deposited, postage prepaid, registered or certified mail, return receipt requested, in the United States mail, addressed to the party for whom it is intended at the address shown in the Membership Book or supplied by such party to the Association for purpose of notice. Any such notice shall be effective upon such service, and any period of time based on such notice shall commence upon such service, except that when service is made by mail as provided herein, two days shall be added to any such period of time.

ARTICLE XII

Repeals And Amendments

This Code of Regulations may be repealed, modified or amended or new Regulations may be adopted by the affirmative vote of two-thirds of the voting power of the Association, at any regular meeting or at a special meeting called for that purpose, provided written notice detailing such proposed action has been furnished to the membership at least thirty (30) days prior to the date of said meeting.

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that
the Grantor..., who claim... title by or through instrument, recorded in Volume Page
Cuyahoga County Records, for the consideration of
Dollars (\$.....) received to full satisfaction of
....., the Grantee..., whose TAX MAILING ADDRESS will be
..... do..... give,
grant, bargain, sell and convey unto the said Grantee..., heirs, successors and
assigns, the following described premises, situated in the City of Strongsville, County of Cuyahoga,
and State of Ohio:

This deed is executed and delivered subject to Covenants and Restrictions pursuant to a gen-
eral plan for the residential development by North East Land Company, its successors and assigns,
of the parcels of land known collectively as The Deerfield Lake Subdivisions, as hereinafter de-
scribed, in which the premises hereby conveyed are located; and the Grantor and Grantee, for
the benefit of the Grantor, the Grantee and any persons who may hereafter become the owner of
any interest in the premises hereby conveyed or in any other premises within The Deerfield Lake
Subdivisions, by reason of deriving title from, through or under the Grantor or Grantee, hereby
covenant and agree that the premises hereby conveyed and all other premises within The Deer-
field Lake Subdivisions shall be held by all such persons subject to the following Covenants and
Restrictions:

COVENANTS AND RESTRICTIONS FOR
THE DEERFIELD LAKE SUBDIVISIONS

ARTICLE I

DEFINITIONS

Section 1. The following words when used in these Covenants and Restrictions (unless
the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to The Deerfield Lake Association, an Ohio
nonprofit corporation, formed for the purposes of maintaining and administering the Common

Properties in The Deerfield Lake Subdivisions, providing services of general benefit to the owners of Lots within The Deerfield Lake Subdivisions, administering and enforcing these Covenants and Restrictions, and collecting and disbursing the assessments and exercising the other functions hereinafter provided for.

(b) "The Deerfield Lake Subdivisions" shall mean and refer to the property described in Article II, and any additions made thereto in accordance with Article II.

(c) "Common Properties" shall mean and refer to those areas of land designated as "Common Property" on any recorded subdivision plat of The Deerfield Lake Subdivisions and intended to be devoted to the common use and enjoyment of all the owners of Lots within The Deerfield Lake Subdivisions.

(d) "Developer" shall mean and refer to North East Land Company and its affiliated corporations, collectively and/or individually as the context requires.

(e) "Lot" shall mean and refer to any subplot shown upon any recorded subdivision plat of The Deerfield Lake Subdivisions.

(f) "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 any Lot situated within The Deerfield Lake Subdivisions 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 any proceeding in lieu of foreclosure.

(g) "Member" shall mean and refer to the Developer and all those Owners who are Members of the Association as provided in Article III, Section 1, hereof.

ARTICLE II

PROPERTY SUBJECT TO COVENANTS AND RESTRICTIONS; ADDITIONS

Section 1. *Existing Property.* The property comprising The Deerfield Lake Subdivisions, all of which is, and shall be, held, transferred, sold, conveyed and occupied subject to these Covenants and Restrictions, is located in the City of Strongsville, Ohio, shall be hereinafter in this Article II referred to as "Existing Property" and is more particularly described as follows:

(a) Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being sublots Nos. 1 to 168, both inclusive, in The Deerfield Lake Subdivision No. 1 of part of original Strongsville Township Lot No. 39 as shown by the recorded plat in Volume 217 of Maps, Page 64 of Cuyahoga County Records; and

(b) Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being sublots Nos. 169 to 208, both inclusive, in The Deerfield Lake Subdivision No. 2 of part of original Strongsville Township Lot No. 39 as shown by the recorded plat in Volume 217 of Maps, Page 85 of Cuyahoga County Records.

Section 2. *Additions to Deerfield Lake Subdivisions.*

(a) Additional real property may, upon approval by the Developer prior to January 1, 1978 and thereafter by the Association in accordance with its Articles of Incorporation and/or Code of Regulations, become subject to these Covenants and Restrictions, provided that any such proposed addition is adjacent to the Existing Property (or to any property added thereto in accordance with this Article II). Property abutting or located across a street or highway from any portion of the Existing Property, or added property, or located within one hundred (100) feet from any portion of the Existing Property, or added property, shall be considered to be adjacent to it.

(b) Any such addition shall be made by filing of record a deed, agreement or other instrument in form approved by the Developer prior to January 1, 1978 and thereafter by the Association which shall extend the scheme of these Covenants and Restrictions to such additional property. Such instrument may contain such complementary additions and modifications of these Covenants and Restrictions as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the scheme of these Covenants and Restrictions. In no event, however, shall such instrument revoke, modify or add to the Covenants and Restrictions established by this deed for The Deerfield Lake Subdivisions, nor shall such instrument provide for assessment of the added property at a lower rate than that applicable to The Deerfield Lake Subdivisions.

(c) Upon merger or consolidation of the Association with another association, the surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall be entered into which would effect or attempt to effect any revocation, change or addition to the Covenants and Restrictions established by this deed for The Deerfield Lake Subdivisions except as hereinafter provided.

ARTICLE III

MEMBERS AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. *Members.* Every Owner shall automatically become a Member of the Association for so long as he is an 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 Lot owned by it to an Owner.

Section 2. *Voting Rights.* Membership in the Association shall be divided into Class A Members and Class B Members.

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

Class B. Class B Members shall be the Developer or any of its affiliated corporations owning Lots in The Deerfield Lake Subdivisions. Each Class B Member shall be entitled to four votes for each Lot owned by it.

Section 3. *Articles and Regulations of Association.* The Articles of Incorporation and Code of Regulations of the 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 COMMON PROPERTIES

Section 1. *Members' Easements of Enjoyment.* Subject to the provisions of Section 3 of this Article IV, every Member or, in the stead of said Member, any tenant or lessee thereof who is in residence upon said Member's Lot shall have for himself, his immediate household and guests a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. *Title to Common Properties.* The Developer may retain the legal title to the Common Properties until such time as it has completed any improvements thereon and until such

time as, in the opinion of the Developer, the 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 Common Properties to the Association not later than December 31, 1978.

Section 3. *Extent of Members' Easements.* The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer, and of the Association in accordance with its Articles and Regulations, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure; and

(c) The right of the Association, in accordance with its Articles and Regulations, to adopt uniform rules and regulations governing the use of the Common Properties, and to suspend the enjoyment rights of any Member or tenant or lessee thereof and his household and guests for any period during which any assessment remains in default, and for any infraction of such rules and regulations; and

(d) The right of the Association to charge reasonable admission fees and other fees for the use of the Common Properties; and

(e) The right of the Association to issue annual permits to non-Members for the use of all or a part of the Common Properties, when and upon such terms as may be determined from time to time at a meeting of the Members by the affirmative vote of Members entitled to exercise two-thirds ($\frac{2}{3}$) of the voting power of the Association; and

(f) The right of the Association to dedicate or transfer all or any part of the Common 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 Members by the affirmative vote of Members entitled to exercise two-thirds ($\frac{2}{3}$) of the voting power of the Association.

ARTICLE V

COVENANT FOR MAINTENANCE EASEMENTS

Section 1. *Creation of Liens and Personal Obligations of Assessments.* Upon the conveyance of each Lot from the Developer to an Owner and upon all subsequent conveyances of said Lot, Owner and any and all subsequent Owners of said Lot, 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 Association and to subject said Lot to a lien, as hereinafter provided, in favor of the Association securing the following: (1) an annual assessment levied in accordance herewith for the purposes of operating, maintaining, constructing, repairing and replacing the recreational and landscaped areas and facilities on the Common Properties, and of administering the affairs of the Association; and (2) special assessments levied in accordance herewith for improvements or other capital expenditures, including the acquisition of additional property for use as Common Properties, for emergency, operating, maintenance or repair costs, and for other costs and expenses not anticipated in determining the applicable annual assessment. Each such assessment shall be in the same amount for each Lot in The Deerfield Lake Subdivisions;

provided, however, that, if a Lot is conveyed by the Developer to the Owner (hereinafter 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 Owner shall be prorated by multiplying the total amount of such annual assessment by a fraction, the numerator of which is the number of days remaining in the year of Initial Conveyance and the denominator of which is 365 unless said annual assessment is levied for a period less than one year, in which case the denominator shall be the total number of days in the period for which the assessment is levied. All annual and special assessments, together with interest thereon as hereinafter provided, shall be a charge upon such Lots if not paid within sixty (60) days after the same have become due and payable, and at such time the Association shall have a lien upon the Lot for which such assessment has not been paid and upon the ownership interest of the Owner of such Lot.

Section 2. *Annual Assessments.* When the recreational facilities on the Common Properties have been completed by the Developer, the Board of Trustees of the Association shall levy the annual assessments 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 annually by the Board of Trustees of the Association, prior to the date of the annual meeting of the Members, in such amount as in its discretion shall 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 Members, the amount of the annual assessment for the following year as levied by the Board of Trustees of the Association may be increased or decreased by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association. In no event, however, shall the annual assessment for years beginning prior to January 1, 1979, exceed One Hundred and Twenty Dollars per Lot per year.

Section 3. *Special Assessments.* The 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 Members entitled to exercise two-thirds ($\frac{2}{3}$) of the voting power of the Association. 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.

Section 4. *Due Dates of Assessments: Defaults.* The annual assessment for the balance of the year in which the recreational facilities on the Common Properties are completed shall be due and payable ten (10) days after the same is levied with respect to any Lots conveyed by the Developer on or prior to such due date. Each annual assessment thereafter 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 Association authorizing such assessment, and written notice of such special assessment or installment thereof shall be given to each Owner subject thereto thirty (30) days in advance of such due date.

In the event the Initial Conveyance of a Lot 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, shall be due and payable upon the conveyance of said Lot.

If an annual or special assessment or installment of a special assessment 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. The Association may, after such sixty (60) days, file a notice of lien with respect thereto, stating the amount due, signed by the President and Secretary of the Association, and duly acknowledged and witnessed, in the office of the Recorder of Cuyahoga County, Ohio.

Section 5. *Statement of Unpaid Assessments.* Statements in respect to existence and amount of unpaid liens and assessments shall be provided by the Association to any prospective purchaser or mortgagee of the Lot upon request.

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

(i.e., a building detached from the principal dwelling for use, subject to the restrictions set forth herein, for purposes ancillary to the single-family dwelling other than as a garage) shall be built or maintained on each Lot. No out-building shall be built or maintained on any Lot prior to the erection of the principal dwelling house thereon. Any such out-building shall be situated at the rear of the dwelling. The provisions of this section shall not apply to any temporary construction buildings used in the development of The Deerfield Lake Subdivisions. No basement, garage or out-building shall at any time be used as a residence temporarily or permanently, nor shall any residence whatsoever of a temporary character be permitted.

Section 6. *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 Lot, nor shall any such Lot be used in whole or in 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 Lot. Domestic pets may be kept upon any of the Lots in such number and such type as one ordinary family usually keeps for its private use in a residential community, but such pets shall not be permitted to become a nuisance.

Section 7. *Exterior Maintenance.* The Owner of each Lot shall provide reasonable exterior maintenance upon said Lot as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, driveways, walks and other exterior improvements.

Section 8. *Storage and Parking of Vehicles.* No commercial vehicle, truck, trailer, mobile home, house recreational vehicle or trailer (either with or without wheels) shall be stored or kept within The Deerfield Lake Subdivisions. Private automobiles shall be stored in the garage attached to the residence or parked on paved driveway. No boat shall be stored on any Lot except in an attached garage.

Section 9. *Garbage and Refuse Disposal.* No Lot 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 Lot except in a sanitary, clean and covered container.

Section 10. *Laundry.* No clothesline or clothespole or other device or mechanism for the hanging of clothes shall be maintained on any Lot unless the same is screened from street view and from the view of persons on neighboring Lots.

Section 11. *Mowing.* The Owner of each Lot shall mow or cause to be mowed all grass or other vegetation thereon, except decorative landscaping, ground cover and garden plants, to a height not exceeding four inches.

ARTICLE VII

DURATION

Each provision of the Covenants and Restrictions 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 a covenant running with the land, shall bind the Grantee and the Grantee's heirs, successors and assigns and shall be enforceable at the suit of the Developer, the Association, or their respective successors and assigns, or any other Owner or lawful occupant of any Lot, subject hereto, or of any person damaged or prejudiced by breach of such provision. Failure to enforce any provision shall not constitute a waiver of or any acquiescence or consent to any concurrent or subsequent violation of any of such provisions. Said provisions, and amendments thereto, shall remain in

force until January 1, 2025. Thereafter the covenants may be extended as written or can be 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 Lots subject to such covenants, excluding all mortgagees and lien-holders and purchasers under executory contracts.

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 Owner as such appears on the records of the Association.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said Grantee.... and heirs, successors and assigns forever. And the said Grantor...., do..... for and successors and assigns, covenant with the said Grantee and heirs, successors and assigns, that at and until the ensembling of these presents, well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE and h..... good right to bargain and sell the same in manner and form as above written, that the same are free and clear from all incumbrances whatsoever

and that will WARRANT AND DEFEND said premises, with the appurtenances thereunto belonging, to the said Grantee.... and heirs, successors and assigns forever, against all lawful claims and demands whatsoever

IN WITNESS WHEREOF, hereunto set..... hand... (by its) this day of in the year of our Lord One Thousand Nine Hundred and

(By)

Signed and acknowledged in presence of:

.....
.....

Article VIII, Section F. -- Effect of Nonpayment of Assessments;
Remedies of the Association

Currently reads: ... shall bear interest from the due date at the rate of eight percent (8%) per annum ...

To read: ... shall bear interest from the due date at the rate of eight percent (8%) per annum until January 1, 1986, at which time interest shall be charged and compounded annually from the due date at the maximum rate permitted by the State of Ohio and shall be a charge upon each lot subject thereto.

Article VIII, Section H. -- Violations of Covenants and Restrictions

1. Any violation of the covenants and restrictions or provisions as set forth in the Code of Regulations shall, upon the majority vote of the Trustees during a duly announced meeting, result in either the termination of membership and suspension of privileges as spelled out in Article I, Section 3(1) and (2) or in monetary penalty or both.

2. Such monetary penalty shall be imposed upon the owner of the lot as follows:

(a) First violation, a charge of \$5.00 per day until violation has been corrected, not to exceed \$100.

(b) Second violation, a charge of \$10.00 per day until violation has been corrected, not to exceed \$250.

(c) Third and all succeeding violations, a charge of \$15.00 per day not to exceed \$500.

3. Such monetary charges will begin after a 30-day notice has been sent to registered owner of lot in which the violation has occurred.

4. Nonpayment of such monetary charges will be remedied in accordance with Article VIII, Sections A and F of this Code of Regulations.

Article XIV, Miscellaneous Section 4 -- Severability

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D

1. Invalidation of any one of these covenants and restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Article IV, Section H(7)

1. Failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

AMENDMENTS TO COVENANTS AND RESTRICTIONS
CONTAINED IN WARRANTY DEED

Article VI, Protective Covenants

Section 12. Fences: Fences must be of wood or other natural material and color and be properly maintained so as to be in aesthetic harmony with surrounding lots and the development as a whole. Chain link type or metal mesh fences are not permitted.

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D

Section 13. Antennas, Towers, Disnes. Antennas must be small enough to receive adequate support from a standard chimney mount. An antenna may not extend more than six feet from the top of a chimney. No towers (free-standing or guy-supported) or tripod type roof mounts are permitted. Other external signal receiving devices, including satellite dishes, are prohibited.

Section 14. Pools. Pools that exceed 18 inches above ground level are not permitted.

Section 15. Lawn decorations. Lawn decorations in front of a home must receive approval of the Architectural Committee as to aesthetic harmony with surrounding lots and the development as a whole. In no case may lawn decorations have moving parts.