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LAKE COUNTY RECORDER  
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**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR  
HIDDEN VILLAGE SUBDIVISION**

Declarant, **Hidden Village Estates, Ltd.** an Ohio limited liability company, is the owner of certain real estate in the Village of Perry, Lake County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property").

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and reservation of easements herein and to the provisions of Chapter 5312 of the Ohio Revised Code. This chapter is the Ohio Planned Community Act and will be referred to as "the Act." This Declaration is for the purpose of protecting the value and desirability of the Property and which shall run with the Property submitted hereunder or which may subsequently be added, and shall be binding on all parties having any right, title or interest in the Property, its successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**

**EMERALD GLEN  
TITLE AGENCY**

**DEFINITIONS**

X Accom

**1.1. Additional Land.** "Additional Land" means the property described in Exhibit "B" which may be made subject to this Declaration pursuant to Article XII.

**1.2. Allocated Interests.** "Allocated Interests" means the Common Expense Liability and votes in the Association as set forth in Article III.

**1.3. Assessments.** "Assessments" means those charges upon the Lots established by Article VII of this Declaration.

**1.4. Association.** "Association" means Hidden Village Homeowners Association, Inc., an Ohio nonprofit corporation, its successors and assigns. Except as the context otherwise requires "Association" shall mean the Board of Directors acting on behalf of the Association.

**1.5. Board.** "Board" shall mean the Board of Directors or the executive board of the Association.

**1.6. Builder.** "Builder" means any person or entity (including the Declarant) who acquires a Lot for the purpose of improving that Lot and erecting a Dwelling Unit thereon for resale to an Owner.

**1.7. Bylaws.** "Bylaws" means the bylaws of the Association attached hereto and incorporated herein as Exhibit C.

**1.8. Common Elements.** "Common Elements" shall mean any real estate owned or leased by the Association other than a Lot, including easements in favor of the Association.

**1.9. Common Expense Liability.** "Common Expense Liability" means the liability for Common Expenses allocated to each Lot pursuant to Article III, of this Declaration.

**1.10. Common Expenses.** "Common Expenses" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.

**1.11. Declarant.** "Declarant" means Hidden Village Estates, Ltd. its successors and assigns.

**1.12. Declarant Control Period.** "Declarant Control Period" means the period of time that the Declarant may appoint members of the Board of Directors and the officers of the Association as set forth in Article XIII.

**1.13. Declaration.** "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Hidden Village Subdivision, including any amendments or supplements hereto.

**1.14. Development Period.** "Development Period" means the period commencing on the date of recording of this Declaration and ending on the date twenty (20) years thereafter within which the Declarant has the right to exercise the Development Rights set forth in Article XII.

**1.15. Development Rights.** "Development Rights" means those rights reserved by the Declarant in Article XII.

**1.16. Dwelling Unit.** "Dwelling Unit" means a detached building designed and intended for use and occupancy as a single-family residence.

**1.17. Lot.** "Lot" means the physical portion of the Property designated for separate ownership or occupancy, the boundaries of which are described pursuant to Article II, Section 2.1.

**1.18. Member.** "Member" means any person or entity entitled to membership in the Association as provided herein.

**1.19. Occupant.** "Occupant" means any person in possession of a Lot or Dwelling Unit whether or not such possession is lawful and shall include but not be limited to, an Owner's family members, guests, invitees, tenants and lessees.

**1.20. Owner.** "Owner" means the Declarant or other person or entity who owns a Lot, but does not include a person or entity having an interest in a Lot solely as security for an obligation.

**1.21. Property.** "Property" means the real estate described in Exhibit "A" attached hereto and any other property, which may be made subject to the terms of this Declaration, together with any improvements, made thereon.

**1.22. Record Plan.** "Record Plan" means the record plat for Hidden Village Subdivision, Instrument No. \_\_\_\_\_, Lake County Plat Records, and any subsequent plats or replats thereof.

**1.23. Special Declarant Rights.** "Special Declarant Rights" means those rights reserved by the Declarant in Article XIII.

**1.24. Supplemental Declaration.** "Supplemental Declaration" shall mean an amendment or supplement to this Declaration executed by or consented to by Declarant which subjects Additional Property to this Declaration; imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or designates property as Common Elements.

**1.25. Surface Water Management System.** "Surface Water Management System" shall mean the system designed for the Property by the Declarant for storm water, soil erosion and sediment control. Such system shall include all existing watercourses, ditches, retention basins and swales located in the Property.

## ARTICLE II

### LOTS AND BOUNDARIES

**2.1. Types of Lot.** there shall be one type of Lot within the Property, which shall be single-family lots for the construction and occupation of a detached single-family Dwelling Unit.

**2.2. Description of Lot Boundaries.** The boundaries of the Lots shall be those as set forth on the Record Plan.

### ARTICLE III

#### ALLOCATION OF ALLOCATED INTERESTS

**3.1. Common Expense Liability.** The allocation of Allocated Interests for Common Expense Liability shall be determined in accordance with the allocation of the various assessments as set forth in Article VII, Section 7.8.

**3.2. Votes in the Association.** The allocation of Allocated Interests for voting purposes shall be one vote per Lot.

### ARTICLE IV

#### COMMON ELEMENTS AND EASEMENTS

**4.1. Description.** The Common Elements shall be any portion of the Property owned by the Association in fee or by easement or leased to the Association.

**4.2. Easements.** The Property shall be subject to certain easements. These easements shall be appurtenant to and pass with the title to the Lots.

**4.3. Enjoyment.** The Common Elements shall be subject to an easement of enjoyment in favor of the Lots and Owners. Such easement shall be limited to the purposes for which the easements are created. Nothing herein shall be construed to provide any right of access to the Lots by any persons who are not Owners thereof.

**4.4. Access.** The Common Elements shall be subject to permanent nonexclusive easements for ingress and egress in favor of the Lots. Such easements shall be limited to the purposes for which the easements were created. A non-exclusive easement is granted to the Owners of all Lots, Occupants, their guests and invitees, and to all police, fire and other emergency personnel, and to all similar persons, and to the local governmental authorities, but not to the public in general, to enter upon the Common Elements, as shown on the Record Plan in the performance of their duties.

**4.5. Drainage.** The Lots shall be subject to easements in favor of the Lots benefited for Surface Water Management as further defined in Article V. No Owner shall do anything on or within a Lot or Dwelling Unit that shall unreasonably increase the flow of surface water.

**4.6. Village of Perry.** A non-exclusive easement is granted to the Village of Perry, and to all police, fire and other emergency personnel, ambulance operators, delivery, garbage and trash removal personnel, and to all similar persons, and to the local governmental authorities, but not to the public in general, to enter upon the Common Elements and the Surface Water Management System in the performance of their duties.

**4.7. Limited Common Elements.** The Common Elements may also contain Limited Common Elements if so designated and defined in a Supplemental Declaration.

**4.8. Owner's Delegation Rights.** Any Owner may delegate his or her easement rights and rights of enjoyment to the Common Elements to any Occupants, and any guests, invitees, tenants or lessees thereof. Any Owner who has leased his or her Lot shall be deemed to have delegated such rights. Any such delegation, however, shall be in accordance with and subject to reasonable rules, regulations and limitation as may be adopted by the Association in accordance with its Bylaws.

**4.9. Limitation on Common Elements and Easements.** All Common Elements, easements and rights granted herein are subject to:

**4.9.1.** Restrictions set forth in this Declaration and any Supplemental Declaration.

**4.9.2.** Any rules and regulations adopted by the Association and the right to enforce such rules and regulations.

**4.9.3.** The right of the Association to levy assessments for the Common Expenses, and other assessments as set forth herein.

**4.9.4.** The right of the Declarant and the Association to amend the Record Plat and to grant further rights and easements within, upon, over, under, and across the Common Elements for the benefit of the Owners, the Association or Declarant.

**4.9.5.** The Common Elements cannot be mortgaged or conveyed without the consent of two-thirds of the Owners, excluding the Declarant. A conveyance or encumbrance of the Common Elements shall not deprive any Lot or Dwelling Unit of its rights of access nor affect the priority of validity of pre-existing encumbrances. During any Declarant Control Period as set forth in Article XIII, no portion of the Common Elements can be dedicated without the prior approval of the Federal Housing Administration or the Veterans Administration, if either such agency is insuring or guaranteeing the mortgage on any Lot.

**4.9.6.** If access to any residence is through the Common Elements, any conveyance or encumbrance of such area is subject to the Lot Owner's easement.

**4.9.7.** All rights granted to the Association in this Declaration.

**4.9.8.** Development rights and Special Declarant Rights as set forth in Articles XII and XIII.

## ARTICLE V

### SURFACE WATER MANAGEMENT

**5.1. Surface Water Management System.** The Surface Water Management System shall consist of Open Space shown on the Record Plan. The Association shall maintain and administer the Surface Water Management System in accordance with the guidelines as may be promulgated from time to time by the Village of Perry or by Lake County.

**5.2. Surface Water Management System Easements.** Each Lot shall be subject to and shall be benefited by an easement for storm sewers, drainage and surface water management as more particularly shown on the Record Plan. Such easement shall be non-exclusive as to the Owners and shall run to the Association, which has control and responsibility for drainage and surface water management. Such easement, however, shall not run to the public at large.

**5.3. Access to Lots.** For the purpose solely of performing the maintenance required or authorized herein, the Association, through its duly authorized agents or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon the Lot at reasonable hours on any day.

**5.4. Individual Maintenance.** Each Owner shall maintain that portion of the Surface Water Management System, which serves only that Owner's Lot, including grass-cutting and vegetation control within the drainage swales located on the Lot. Such responsibility shall include keeping these easements clean and unobstructed. If the Association is providing grass mowing under Article VIII, then the Association shall be responsible for the drainage swale mowing. Maintenance of the Surface Water Management System shall in accordance with the guidelines and standards set forth by any governmental entity or any other agency having authority.

**5.5. Retention Basin Maintenance.** The Association shall have primary responsibility for the maintenance of the retention basin which shall mean that the stormwater management/water quality basin facility (the "Facility"). The Association will conduct regular maintenance of the Facility in accordance with the Village of Perry and/or Lake County requirements.

**5.6. Prohibition of Alterations.** The Association is prohibited from altering the design of the Facility without prior written approval from the Village of Perry Engineer.

**5.7. Restriction on Use.** No Owner shall use or permit any other persons to use the Surface Water Management System in any manner which would constitute a nuisance, hazard or unsanitary condition or be in violation of any local, state, or federal law ordinance, rule, regulation or statute. No use of the retention basin including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the retention basin.

## ARTICLE VI

### OWNERS ASSOCIATION

**6.1. Formation.** The Declarant has caused or will cause to be chartered a nonprofit corporation named Hidden Village Homeowners Association, Inc. The purposes for the Association are to provide for the administrative governance, maintenance and upkeep of the Property and to promote the health, safety, and welfare of the Owners and Occupants of the Property.

**6.2. Membership.** The membership of the Association shall at all times consist exclusively of Owners of the Lots. All such Owners shall be members. Membership shall be appurtenant to and may not be separated from such ownership.

**6.3. Powers of the Association.** Subject to Special Declarant Rights hereinafter set forth, the Association may:

6.3.1. adopt and amend a Bylaws for the government of the Association, the conduct of its affairs and the management of the Property (a copy of the Bylaws is attached as Exhibit C);

6.3.2. adopt rules and regulations for the use and occupation of the Common Elements and to enforce violations of the rules and regulation and the provisions and restrictions of the Declaration as against the Owners and Occupants.

6.3.3. adopt and amend budgets for revenues, expenditures and reserves and levy and collect Assessments from Owners;

6.3.4. hire and discharge managing agents and other employees, agents, attorneys, accountants, other professionals, and independent contractors;

6.3.5. institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the community;

6.3.6. make contracts and incur liabilities;

6.3.7. regulate the use, maintenance, repair, replacement and modification of the Common Elements for which the Association has maintenance responsibility and other rights as set forth herein;

6.3.8. cause additional improvements to be made as part of the Common Elements;

6.3.9. acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property;

**6.3.10.** grant easements, liens, licenses and concessions through or over the Common Elements;

**6.3.11.** impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements and for services provided to Owners;

**6.3.12.** impose interest, charges for returned checks, and charges for late payments of Assessments, and after notice and an opportunity to be heard, levy reasonable fines for violations of the Declarations, the Bylaws, and any rules and regulations of the Association;

**6.3.13.** levy and impose charges for damage to the Common Elements or other property of the Association, and

**6.3.14.** enforce all provisions of this Declaration, the Bylaws, covenants, conditions, restrictions and articles of incorporation governing the Lots and Common Elements and levy enforcement assessments for violations thereof;

**6.3.15.** impose reasonable charges for the preparation and recordation of amendments to the Declaration or for statements of unpaid Assessments;

**6.3.16.** provide for indemnification of its officers and board of Directors and maintain directors' and officers' liability insurance;

**6.3.17.** assign its right to future income, including the right to receive Common Expense Assessments, except that this power shall be limited to the purposes of repair of existing structures or improvements;

**6.3.18.** invest excess funds in investments that meet standards for fiduciary investments under the laws of the State of Ohio;

**6.3.19.** exercise any other powers conferred by the Declaration, Bylaws or Articles of Incorporation;

**6.3.20.** exercise all other powers that may be exercised in this state by nonprofit corporations;

**6.3.21.** exercise any other powers necessary and proper for the governance and operation of the Association.

**6.4. Voting Rights.** Subject to Special Declarant Rights as set forth in Article XIII, Owners shall be entitled to vote on matters properly before them in accordance with this Article, the Bylaws and the laws of the State of Ohio.



**6.5. Number of Votes.** Each Lot shall have one vote. If only one of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts the vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to any Lots owned by the Association may be cast.

**6.6. Proxies.** A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the Owners of a Lot through a duly executed proxy. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering the Lot, its presentation to the Board of a copy of the mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot.

Unless expressly reserved and the Association is notified of such reservation, a land contract vendee shall be deemed the proxy of a land contract vendor for purposes of this section.

**6.7. Annual Meeting.** A meeting of the Members of the Association must be held at least once each year.

**6.8. Management Agent.** The Declarant and/or the Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, certain powers granted to the Board by this Declaration. The Declarant, or an affiliate of the Declarant, may be employed as a managing agent or manager.

No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without termination fee on ninety (90) days or less written notice.

## ARTICLE VII

### ASSESSMENTS

**7.1. Establishment of Assessments.** There are hereby established for the benefit of the Association, its successors and assigns, as a charge on each Lot, certain Assessments for Common Expenses and other expenses. Each Owner, by acceptance of a deed, covenants and agrees to pay such Assessments.

**7.2. Purpose of the Assessments.** The Assessments are established for the benefit and use of the Association and shall be used in covering the costs of its Common Expenses and for other such purposes as hereinafter set forth.

**7.3. Annual General Assessment.** There is hereby established an Annual General Assessment levied against all Lots for the purpose of the Common Expenses of the Association. The Common Expenses shall be, but not limited to, (1) operation, maintenance, repair and replacement as required by this Declaration; (2) the cost of any insurance required by this Declaration; (3) reasonable reserves for contingencies and replacement; and (4) administrative, accounting, legal and management fees; (5) all other costs and liabilities incurred by the Association in the exercise of its powers and duties pursuant to this Declaration.

**7.4. Individual Assessment.** The Association after approval by two-thirds (2/3) vote of all members of the Board shall have the right to assess an individual Lot for any of the following:

7.4.1. any costs incurred by the Association in the performance of any maintenance in accordance with Article VIII, Section 8.3.

7.4.2. any charges or fines imposed or levied in accordance with Article IX, Section 9.3.1.1.

7.4.3. any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner or Occupant or their family, tenants, guests or invitees, including attorney fees, court costs and other expenses incurred.

7.4.4. any costs associated with the enforcement of this Declaration (including restrictions and easements) or the Rules and Regulations of the Association, including, but not limited to attorneys fees, witness fees and costs, and court costs.

7.4.5. any costs or charges permitted by this Declaration, any Supplemental Declarations, amendments, or the Bylaws to be charged or assessed as an Individual Assessment.

**7.5. Working Capital Fund; Initial Home Assessment.** At the time of closing of a Lot from a Builder, the first Owner of the respective Lot following a Builder's ownership period shall be

assessed the sum of \$300 for each Dwelling Unit to be constructed as initial capital contribution to the working capital fund of the Association. These Assessments shall be used by the Association for its operating expenses. Such Assessment is not an advance payment of the Annual General Assessment, and it will not be held in any sort of trust or reserve account.

**7.6. Special Assessment.** There may be established a Special Assessment for the purpose of repairing or restoring damage or destruction to the Common Elements as further set forth in Article X.

**7.7. Computation and Payment of Annual General Assessment.** The Annual General Assessment shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Bylaws. This Assessment shall be effective as to each Lot on the first day of the Association's fiscal year. The initial Annual General Assessment as to each Lot shall commence on the first day of the month following the earlier of (i) its conveyance to an Owner other than a Builder; or (ii) occupation of the Dwelling Unit. The initial Annual General Assessment shall be prorated on a monthly basis to the end of the Association's fiscal year, and shall be collected at closing of the conveyance of the Lot from the Builder. So long as there has been no default in payment of the Assessment, it shall be payable in annual installments due on the first day of each fiscal year. The Board shall have the power from time to time to adopt such billing, collection and payment procedures, charges and other payment time schedules, as it deems appropriate.

**7.8. Maximum Annual Assessment.** Beginning with the recording of this Declaration and until December 31, 2020, the maximum Annual General Assessment shall be \$150.00. Beginning with Assessments levied as of January 1, 2021, and annually thereafter, the Board, without a vote of the Owners, may increase or decrease the Annual General Assessment. If the Board increases the Annual General Assessment, then, within Thirty (30) days of notice of such increase, Members in good standing exercising Ten (10%) percent of the voting power of the Association, may petition the Board for a special meeting of the Association to reconsider such increase. At such meeting, the Members in good standing, in person or by proxy, exercising sixty-six and two thirds (66 2/3%) percent of voting power of the Association, may vote to reduce the increase by any amount therein proposed, but not lower than the previous years maximum amount.

**7.9. Allocation of Assessments.** The Common Expense Liability of each Lot shall be its portion of the Common Expense. The Common Expense Liability and the Annual General Assessment shall be allocated equally to each Lot. The other Assessments shall be allocated as applicable to the respective Lots and as determined by the Board.

**7.10. Lien for Assessments and Other Charges.** The Association shall have a lien upon the estate and interest in any Lot for the payment of any Assessment or charge levied or imposed pursuant to this Declaration, the Act or the laws of the State of Ohio, as well as for fines imposed against an Owner or Occupant, interest, administrative late fees, enforcement assessments, collection costs, and reasonable attorney fees and paralegal fees that are chargeable against the Lot and that remain unpaid for ten days after any portion thereof has become due and payable.

**7.10.1. Creation.** The lien for Assessments and other charges is created by this Declaration and shall be a charge and a continuing lien upon the Lot, against which the Assessment or charge is made, subject to automatic adjustments for any additional unpaid interest, late charges, enforcement assessments, collection costs, attorney fees, paralegal fees, and court costs, and shall run with the land. All persons or entities acquiring an interest in a Lot after the filing of this Declaration take such interest subject to the lien.

**7.10.2. Effective Date.** The lien shall be effective on the date that a certificate of lien is filed for record in the office of the Lake County Recorder pursuant to authorization by the Board. The certificate shall contain a description of the Lot, the name(s) of the record Owner(s) of the Lot, and the amount of the unpaid Assessment or charge. The certificate shall be subscribed by the President of the Board or other representative of the Association designated by the Board.

**7.10.3. Duration.** The lien is valid for a period of five years from the date of filing, unless it is sooner released or satisfied in the same manner provided by Ohio law for the release and satisfaction of mortgages on real property or unless it is discharged by the final judgment or order of a court in an action brought to discharge the lien as provided in the Act, provided, however, that if an Owner of a Lot subject to a lien files a petition for relief under the United States Bankruptcy Code prior to the expiration of the five year period, then the period of time to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay under Section 362 of the Bankruptcy Code is lifted.

**7.10.4. Priority of the Lien.** The lien created by this Section shall be prior to all liens and encumbrances recorded subsequent to this Declaration except the lien for real estate taxes and assessments and the lien of any bona fide first mortgage that has been filed for record prior to the recording of the lien, and may foreclose on in the same manner as a mortgage on real property in an action brought by the Association.

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

**7.10.6. Estoppel Certificate.** Upon request of any mortgagee or Owner and upon payment in full of all Assessments and other charges permitted by this Declaration that are due to

the Association, the Association shall execute and deliver to such mortgagee or Owner an Estoppel Certificate. Such certificate shall be in recordable form and shall note the payment of the outstanding Assessments and charges and that the Association is estopped from the enforcement of its lien with respect to Assessment and charges becoming due and payable prior to the date of the Certificate. The Association may charge a reasonable fee for the preparation of such certificate.

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

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

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

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

**7.15. No Waiver of Liability for Common Expenses.** No Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the Assessments are made.

## ARTICLE VIII

### UPKEEP OF THE PROPERTY

**8.1. Lots.** Each and every Lot, its Dwelling Unit and any improvement erected thereon shall be maintained by the Owner in a reasonable manner in accordance with the standard generally prevailing throughout the Property and subject to reasonable standards set by the Board.

**8.2. Common Elements.** The Association shall maintain the Common Elements.

**8.3. Association's Easement for Maintenance.** The Association is hereby granted an easement over the Lots and the Common Elements for the purpose of providing the maintenance required by this Declaration.

**8.4. Association's Right to Maintain.** In the event that an Owner shall fail to provide maintenance as required by this Declaration in a manner satisfactory to the Association, and such Owner has failed to comply for ten (10) days after being so notified of such failure and upon being provided an opportunity to be heard concerning such failure, then the Association shall have the right, through its agents and employees, to enter upon said Lot and repair, maintain and restore the Lot. In the event that such failure poses a health, safety or security risk, then no notice or hearing need be given. The cost of such maintenance and repair shall be assessed against the subject Lot in accordance with Article VII, Section 7.4.

**8.5. Access to Lots.** For the purpose solely of performing the maintenance required or authorized herein, the Association through its duly authorized agents or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day.

## ARTICLE IX

### RESTRICTIONS

**9.1. Use and Occupancy.** The following restrictions are applicable all Lots with respect to the use and occupancy of the Property. Other restrictions shall be set forth in a Supplemental Declaration.

**9.1.1. Compliance with Laws.** No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner.

**9.1.2. Harmful Discharges.** There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere (other than normal residential chimney emissions), no production, storage or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground or any body of water, if such emission, production, storage or discharge may adversely effect the use or intended use of any portion of the Property or may adversely effect the health, safety or comfort of any person. No waste nor any substance or materials of any kind shall be discharged into any public sewer or the Surface Water Management System serving the Property or any part thereof in violation of any regulation of any public body having jurisdiction over such public sewer, or Surface Water Management System.

**9.1.3. Noise.** No person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property.

**9.1.4. Signs.** No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Declarant while actively marketing the Lots for sale; (ii) street and identification signs installed by the Association or the Declarant; (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is on the market; and (iv) political signs in accordance with the rules and regulations established by the Association. All signs shall be professionally made.

**9.1.5. No Trade or Business.** No trade or business of any kind may be conducted in or from any Lot or Dwelling Unit except that an Owner or Occupant of a Lot or Dwelling Unit may conduct such business activity within the Lot or Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Lot or Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming on to the Lot who do not reside in the Property; and (d) the business activity is consistent with the residential character of the Property.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full-time or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required thereof. The term "trade" or "business" for purposes of this restriction shall not include the construction, operation and maintenance of any model home or homes and sales offices by any Builder during reasonable hours.

**9.1.6. Trash.** Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. Trash containers (except during construction) shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Furthermore, if an Owner elects to subscribe for trash pickup, each such Owner must utilize the services of the trash hauler that the Village of Perry has contracted with and/or recommends, which may be modified from time to time.

**9.1.7. Parking; Vehicle Repairs.** Except in connection with construction activities, trucks, trailers, campers, recreational vehicles, boats, vehicles licensed or signed for commercial use and other large vehicles may be parked on the Property only if in garages. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Property. Vehicle repairs and storage of vehicles are permitted on the Property only if in garages. Recreational vehicles and boats may be parked in the driveways for a period not to exceed seventy-two (72) hours for the purpose of cleaning, loading or unloading. It is the intent of this restriction to limit parking in the driveways to personal non-commercial vehicles.

**9.1.8. Animals.** The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot. The keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds) is permitted. No pets shall be kept or maintained for commercial purposes or for breeding. No external compound cages, kennels or hutches shall be permitted.

Any pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days written notice from the Board. Pets shall not be permitted on the Common Elements unless accompanied by someone who can control the pet and unless carried or leashed. Any Owner or Occupant who keeps or maintains any pet on any portion of the Property shall be deemed to have indemnified and agreed to hold the Association harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets which may leave the Dwelling Unit or Lot must be inoculated as required by law.

**9.1.9. Outdoor Fires.** No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted on any Lot, except that an outdoor fireplace or permanent outdoor firepit may be approved by written approval from the Architecture Review Committee as further described herein. The Architecture Review Committee shall approve the location and matter of storage of firewood, as applicable.

**9.1.10. Clothes Drying.** No outdoor clothes drying apparatus may be placed on any Lot.

**9.1.11. Outdoor Wood Boilers.** Outdoor wood boilers for heating purposes are not permitted on the Property.



**9.2. Architectural Restrictions.** The following architectural restrictions shall be applicable to all Lots. Other restrictions shall be set forth in a Supplemental Declaration.

**9.2.1. Plan Approval.** No structure shall be placed, erected or installed upon any Lot, no construction (which term shall include within its definition staking, clearing, excavation, grading, and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place until the requirements of this section have been fully met. Prior to any construction, the Owner or Builder shall first submit to the Declarant (which for the terms of this section shall include its designee) in duplicate, plans and drawings, in a one-eighth (1/8) scale or larger, which shall contain, at a minimum:

- (a) front, rear and side elevations;
- (b) floor plans showing major dimensions and openings;
- (c) exterior building material to include color and type of material (vinyl, aluminum, cedar, etc.);
- (d) exterior trim color;
- (e) roofing material and color;
- (f) other materials necessary to illustrate the character of the proposed construction;
- (g) a statement of the estimated completion dates of all construction and improvements; and
- (h) other standards set forth within this Declaration (and any amendments hereto) or as may be published by the Architecture Review Committee.

These requirements also pertain to any alterations and/or additions. The Declarant shall approve, reject or modify such plans in a writing sent to the Owner or Builder in question not more than thirty (30) days after the plans are submitted to the Declarant. The thirty (30) day period shall commence upon execution of a written notice by the Declarant acknowledging receipt of plans and specifications and all information required therewith. The Declarant shall review the plans as to the quality of workmanship and design and harmony of external structures with existing structures and as to location in relation to surrounding structures, topography and finish grade elevation. The Declarant shall not unreasonably withhold approval of any plans that conform in every way with the Declaration and with the general character of the development on neighboring Lots within the Property. If the Declarant fails to approve, reject, or modify the plans within the thirty (30) day period, the Declarant's approval shall be deemed to have been given, and no further permission shall be needed before the improvements described in such plans may be constructed or installed. However, in no event shall any improvements be constructed or installed that violate any terms of this Declaration.

**9.2.2. Design Guidelines.** The Declarant shall prepare and, on behalf of itself and the Association, shall promulgate design and development guidelines governing construction within the Properties, which shall include application and review procedures to be followed in submitting

an application for approval hereunder ("Design Guidelines"). The Design Guidelines shall be those of the Association, and the Declarant and/or the Association shall have sole and full authority to modify and to amend them from time to time without the consent of any Owner. The Declarant and/or the Association shall make the Design Guidelines available to Builders and Owners who seek to engage in construction upon all or any portion of the Property. See Exhibit E.

**9.2.3. Declarant's Plan Approval Period.** Declarant's right of plan approval shall exist for as long as Declarant or any Builder owns any Lot in the Property and all Lots have been transferred to an Owner following such Builder's ownership. Declarant's right of plan approval shall include any alterations to existing Lots or Dwelling Units and / or items requiring prior approval by this Declaration. In any items or matters that are discretionary, the Declarant's decision shall be conclusive upon all parties.

**9.2.4. Declarant's Control of New Construction.** The Declarant shall have exclusive control of new construction within the Property. No provision of this Declaration or the Design Guidelines, as the same relates to new construction, may be modified without Declarant's consent.

**9.2.5. Association's Right of Plan Approval.** After Declarant's right of plan approval has expired, the Association shall be responsible for plan approval. The Declarant may assign its right of plan approval or any portion thereof, to the Association. The Association may delegate such right of plan approval to an Architectural Review Committee.

**9.2.6. Design Review by the Village of Perry.** In addition to review by the Declarant or the Association, per Village of Perry Development Regulations, and as the same may from time to time be amended, site improvements such as fences, decks, patios, sidewalks, landscape islands, planting beds and similar items shall be reviewed by the Chief Building Official and approved only after a determination has been made that the following standards and any future standards as may be from time to time adopted by the Village of Perry, will be met.

**9.2.6.1.** The proposed improvement will not result in a change of grade that would materially affect storm water drainage patterns or result in an increase in storm water discharges to a neighboring property.

**9.2.6.2.** Proposed improvements will not be situated so as to place outdoor use in close proximity to a neighboring property's noise sensitive rooms such as bedrooms.

**9.2.6.3.** Where above-ground improvements include modification of existing ground by excavation or fill, the applicant shall provide a site plan indicating the existing and proposed elevations, location of the improvement, and distances of the proposed modifications to adjoining property lines.

**9.2.7. No Liability.** Each Owner and Builder is responsible to insure that all construction or any modifications, are in compliance with the Design Guidelines, restrictions and approved plans. If the Declarant or the Directors have acted in good faith on the basis of such information possessed by them, neither the Developer, the Board nor any Director shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; or (b) the construction or performance of any work whether or not pursuant to approved plans, drawings, and specifications.

**9.2.8. Dwelling Type.** No building shall be erected, altered, placed or be permitted to remain on any Lot other than a single-family dwelling unit and a garage for at least one car.

**9.2.9. Dwelling Floor Areas.** The minimum square footage of the Dwelling Units is set forth in the Design Guidelines.

**9.2.10. Roof Requirements.** The roof and gables of each Dwelling unit shall in accordance with the Design Guidelines.

**9.2.11. Set Back, Minimum Elevation and Yard Requirements.** All Dwelling Units shall be located in accordance with the building set back lines, minimum basement elevation and yard requirements as shown on the Record Plan and as set forth in the Village of Perry Zoning Ordinance, as applicable. Any such building shall face toward the front line of the Lot except that buildings to be constructed on corner Lots shall face in the direction designated by the Design Review Committee. The Owner or Builder shall be responsible for compliance with these standards. Declarant shall not be responsible for any failure to comply with these standards.

**9.2.12. Front Yards and Driveways.** Front yards shall be landscaped as soon after completion of the Dwelling Unit as is practical. All driveways shall be paved with concrete, brick or paving stones within one (1) year after construction starts.

**9.2.13. Construction Materials.** No Dwelling Units shall be constructed of concrete block, cinder block or other similar materials unless the exterior of the Dwelling Unit is covered with brick, stone and / or siding. No underground Dwelling Units shall be permitted.

**9.2.14. Exterior Siding.** Any wooden sheeting materials must have prior approval.

**9.2.15. Front Storage.** No front porch shall be used for the storage of any items except normal porch furniture. No front yard shall be used for storage of any kind of items. This restriction shall not apply to building materials and / or equipment stored on the Lot during construction of the Dwelling Unit.

**9.2.16. Radio and Television Antennas.** No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite or other

signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Dwelling Unit, without the prior written approval as provided in Section 9.2.1, and in accordance with the Guidelines established by the Declarant or the Association. Nothing herein shall be construed so as to be in conflict with current Federal Communications Commission's rules and regulations for antennas and satellite dishes.

**9.2.17. Air Conditioning and Heat Pump Equipment.** Air-conditioning and heating equipment should be located on the side or the rear of the Lot.

**9.2.18. Awnings.** No metal or plastic awnings for windows, doors or patios may be erected or used.

**9.2.19. Exterior Carpeting.** No exterior carpeting shall be permitted if it is visible from the street or any neighboring Lot.

**9.2.20. Mailboxes.** Cluster mailboxes will be located within the community.

**9.2.21. Foundations.** All Dwelling Unit foundations facing any street shall be poured wall with decorative imprint or brick to grade.

**9.2.22. Chimneys.** All chimneys with metal flues must be enclosed within a chase that may be sided. Any direct vent chimney and / or furnace flues, hotwater heater or any other flues shall be vented only to the rear or side of the Dwelling Unit.

**9.2.23. Fences.** No fence of any sort may be erected unless and until prior approval in accordance with Section 9.2 of the Declaration has been obtained. No fence shall be erected in the front yard. For purposes of this section, the front yard shall run from the street to the rear line of the Dwelling Unit. Privacy fences shall not exceed four (4) feet in height. Invisible pet fences are permitted without prior approval.

**9.2.24. Other Structures.** Storage sheds and accessory buildings are permitted with prior approval in accordance with Section 9.2 of the Declaration and in accordance with the Design Guidelines standards.

**9.2.25. Pools and Spas.** No above ground swimming pools shall be permitted. In ground pools and spas may be permitted with prior approval in accordance with Section 9.2 of the Declaration and located in the rear of the Dwelling Unit.

**9.2.26. Play Equipment, Lawn Accessories.** Stationary or installed play equipment, such as swing sets, jungle gyms and sandboxes shall be permitted only with prior approval and in accordance with the Design Guidelines. Clotheslines and portable basketball goals shall not be allowed. No bird baths bird houses, frog ponds, lawn sculptures or similar types of

accessories and lawn furnishings, sand boxes or other children's play equipment shall be permitted in the front or side yards of any Lot.

**9.2.27. Gardens.** Small vegetable and fruit gardens shall be permitted in the rear yard. No agricultural or farming activity for commercial purposes shall be permitted. Additional landscaping may be installed with prior approval in accordance with Section 9.2 of the Declaration.

**9.2.28. Completion.** Construction of a Dwelling Unit on any Lot shall be completed within one (1) year from the date construction is started.

**9.2.29. Lot Maintenance.** It shall be the responsibility of each Owner of a Lot to prevent the accumulation of litter, trash, packing crates, or any other accumulations which shall create an unkempt condition of the buildings or grounds on a Lot and/or which shall otherwise tend to substantially decrease the beauty of the Property as a whole or the specific area. No loose trash will be permitted to be strewn about the Property at any time. Garbage containers must be kept out of sight from the street, except during garbage collection hours. All personal use items shall be stored inside when not in use. These items include, but are not limited to, yard tools, sprinklers, wheel barrows and children's toys which would create a nuisance for the community. Owners shall follow the requirements for maintenance set forth in any applicable landscaping guidelines provided to the Owners by the Declarant and/or the Association. All improvements on the Lot shall be kept within reasonable neighborhood standards as determined by the Board. During construction, each Owner and Builder shall be responsible for keeping the streets and adjacent Lots clean and free of debris. The Declarant shall have the right to assess and Owner or Builder for the cost of mowing or clean up in the event that the Owner or Builder fails to do so. Owners shall be responsible for all costs incurred to repair or replace damaged curbs and/or gutters along the front of the Owner's Lot resulting from construction vehicles or any negligence during the construction of the Dwelling Unit. Furthermore, if the Owner elects to contract a third party to maintain their respective Lot, then the Owner shall ensure that the respective maintenance is performed by a contractor approved by the Declarant or Board, as the case may be, pursuant to the Design Guidelines.

**9.3. Remedies for Breach of Covenants and Restrictions.** The violation of any covenant, easement or restriction contained in the Declaration or violation of any rule or regulation duly adopted by the Board shall give the Board the authority to enforce the covenants, restrictions, rules and regulations in accordance with this Section.

**9.3.1. Actions.** The Board may take any or all of the following actions:

**9.3.1.1.** levy a fine against the Builder, Owner or Occupant, which shall also be an Individual Assessment under Section 7.4.

**9.3.1.2.** to enter upon a Lot or portion thereof upon which or, as to which, such violation or breach exists and to summarily abate and remove at the expense of the

Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, and the Board, or its agents shall not be thereby deemed guilty in any manner of trespass or wrongful act.

**9.3.1.3.** to institute appropriate legal proceedings to enjoin, abate or remedy the continuance of any breach.

**9.3.1.4.** undertake such dispute resolution methods such as mediation and arbitration, except that this provision shall not be construed as any requirement to do so as a condition precedent to legal proceedings.

**9.3.2. Notice and Opportunity to be Heard.** Prior to any action, the Board shall give the Builder, Owner and/or Occupant reasonable notice of the violation and an opportunity to be heard in accordance with the notice provisions set forth in Article VII and the Bylaws. Such notice and opportunity shall not be required in emergency situations or for repeated or continuing violations.

**9.3.3. Individual Actions.** Each Owner is empowered to enforce the covenants by appropriate legal proceedings or alternative dispute resolution methods.

## ARTICLE X

### INSURANCE AND CASUALTY LOSSES

**10.1. Casualty Insurance.** The Association's Board of Directors, or its duly authorized agent shall have the authority to and shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Common Elements and such other property as the Association is obligated to maintain and insure. If blanket "all-risk" coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

**10.2. Liability Insurance.** The Board shall also obtain a public liability policy covering the Common Elements, insuring the Association and its Members for all damage or injury caused by the negligence of the Association, any of its Members, employees or agents, or any other person who has a right to occupy a Dwelling Unit. The public liability policy shall have at least a One Million (\$1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a One Million (\$1,000,000.00) Dollar limit per occurrence, if reasonably available, and a Three Hundred Thousand (\$300,000.00) Dollar minimum property damage limit.

**10.3. Premiums.** Premiums for all insurance on the Common Elements shall be a Common Expense of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the

insurance at least equals the coverage required hereunder. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

**10.4. Specifications.** All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth:

**10.4.1.** All policies shall be written with a company authorized to do business in Ohio which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating which is available.

**10.4.2.** All policies on the Common Elements shall be for the benefit of the Association and its Members, and their Mortgagees, as their interests may appear.

**10.4.3.** Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

**10.4.4.** In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

**10.4.5.** All property insurance policies shall have an inflation guard endorsement, if reasonably available, and, if the policy contains a co-insurance clause, it shall also have an agreed amount endorsement. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Lake County area.

**10.5. Additional Specifications.** The Association's Board of Directors shall be required to use reasonable efforts to secure insurance policies that will provide the following:

**10.5.1.** a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, officers, employees and manager, the Owners and Occupants of Units, and their respective tenants, servants, agents, and guests;

**10.5.2.** a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

**10.5.3.** a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of any one or more individual Owners;

**10.5.4.** a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of any curable defect or violation without prior demand in writing delivered to the Association to cure the defect or violation and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

**10.5.5.** a statement that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

**10.5.6.** a statement that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

**10.6. Other Insurance.** In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation coverage, if and to the extent required by law, Directors' and officers' liability coverage, if reasonably available, fidelity coverage on Directors, officers, employees, and other Persons handling or responsible for the Association's funds, and flood insurance, if reasonably available. The amount of fidelity coverage shall be determined in the Directors' best business judgment but, if reasonably available, may not be less than one-sixth (1/6) of the Annual General Assessments on all Lots, plus reserves on hand. Such coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

**10.7. Individual Insurance.** Each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk property insurance on the Lot; the Dwelling Unit and structures associated therewith. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his or her Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article IX of this Declaration. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and ruins and thereafter the Owner shall maintain the Lot in a neat and attractive, landscaped condition consistent with the standard prevailing in the neighborhood. Each Owner shall be required to provide evidence of such insurance upon request of the Association. This individual insurance requirement may be supplemented or modified in a Supplemental Declaration.

**10.8. Damage and Destruction.**

**10.8.1.** Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of



Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

**10.8.2.** Any damage or destruction to the Common Elements shall be repaired or reconstructed unless the Owners representing at least seventy-five (75%) percent of the total votes of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Elements shall be repaired or reconstructed.

**10.8.3.** In the event that it should be determined in the manner described above that the damage or destruction to the Common Elements shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be cleared of all debris and ruins and maintained by the Association, or the Owners, as applicable, in a neat and attractive, landscaped condition consistent with the standards prevailing in the neighborhood.

**10.9. Disbursement of Proceeds.** If the damage or destruction for which the proceeds of insurance policies held by the Association are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s), as their Interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

**10.10. Repair and Reconstruction.** If the damage or destruction to the Common Elements for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Owners, levy a special assessment against the Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

**10.11. Additional Insurance Provisions.** The Declarant or Board, without a vote of the Unit Owners, may amend the provisions of this Article or any supplemental provisions set forth in a Supplemental Declaration, if such amendment is necessary to comply with secondary mortgage market guidelines or is necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Unit.

## **ARTICLE XI**

### **CONDEMNATION**

**11.1.** Whenever all or any part of the Common Elements shall be taken (or conveyed in lieu of and under threat of condemnation by the Board) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. No Owner, however, shall have the right to participate in the proceedings incident thereto, unless otherwise required by law. The award made for such taking shall be payable to the Association, as trustee for all Owners, to be disbursed as follows:

**11.1.1.** If the taking involves a portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five (75%) percent of the Owners shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements, to be extent lands are available therefore, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article X hereof regarding the disbursement of funds in respect to casualty damage or destruction, which is to be repaired, shall apply.

**11.1.2.** If the taking does not involve any improvements on the Common Elements, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

## **ARTICLE XII**

### **DEVELOPMENT RIGHTS**

**12.1. Completion of Development.** The Declarant reserves the rights to take any action reasonably necessary to complete the development without consent of the Owners at any time during the Development Period.

**12.2. Submission of Additional Land.** The Declarant reserves the rights to submit all or any portion of the Additional Land to the terms of this Declaration without consent of the Owners at

any time during the Development Period. The submission shall be accomplished by the filing of a Supplemental Declaration identifying the Additional Land, the Lots and the Common Elements.

**12.3. Notice to the Board.** The Declarant shall promptly notify the Board of the filing of any Supplemental Declaration.

**12.4. Easements Reserved.** The Declarant reserves for itself, its successors and assigns and any Builder, the following easements:

**12.4.1.** Easements for drainage and all utilities as shown on the Record Plan.

**12.4.2.** Easements for ingress, egress, drainage and all utilities over the Common Elements provided that such easements do not unreasonably interfere with any Owner's rights of enjoyment.

**12.4.3.** An easement over the Common Elements as may be reasonably necessary for the purpose of discharging its obligations or exercising any rights under the Declaration.

**12.4.4.** An easement for ingress, egress, drainage and all utilities over the Common Elements and in favor of the Additional Property and the right to convey that easements to others in the event that the Additional Property is not submitted to this Declaration..

**12.5. Assignment of Development Rights.** The Declarant reserves the right to assign any or all of its Development Rights to any person or entity for the purpose of further development and improvement of the Property. No assignment shall be effective unless in a writing filed with the land records of Lake County, Ohio.

**12.6. Transfer of Development Rights by Foreclosure.** Unless otherwise provided in any mortgage securing the Property held by Declarant, in the case of foreclosure of such mortgage, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, of any portion of the Property held by the Declarant subject to the Development Rights herein reserved (including the Special Declarant Rights), a person acquiring title to such property, but only upon his request, succeeds to all such Development Rights. The judgment or instrument conveying title must provide for the transfer of such rights. Upon foreclosure sale, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, the Declarant ceases to have any of the rights herein reserved. A successor to the Development Rights held by a transferee that acquired such rights pursuant to this Section, may declare by a recorded instrument the intention to hold such rights solely for transfer to another person. Thereafter, until transferring such Development Rights to any person acquiring title to the Property subject to the Development Rights, or until recording an instrument permitting exercise of such rights, that successor may not exercise any of those rights, and any attempted exercise is void. So long as a successor declarant may not exercise any Development Rights under this section, such declarant is not subject to any liability as a declarant.

## ARTICLE XIII

### SPECIAL DECLARANT RIGHTS

**13.1. Use for Sale Purposes.** Declarant reserve for itself, its successors and assigns, and any Builder the right to maintain sales offices and models on the Lots.

**13.2. Signs and Marketing.** The Declarant reserve the right for itself and any Builder to post signs and displays in the Property to promote sales of Lots, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Owners.

**13.3. Control of the Association.**

**13.3.1. Appointment of Directors and Officers.** The Declarant reserve the right to appoint and remove the members of the Board and the Officers of the Association during the Declarant Control Period which period will commence upon the recording of this Declaration and shall terminate no later than the earlier of:

**13.3.1.1.** sixty (60) days after the conveyance of one hundred percent (100%) of the Lots (including Lots and/or units to be included on the Additional Land) to Owners other than Declarant or any Builder;

**13.3.1.2.** Twenty (20) years after recording of this Declaration.

**13.3.2. Early Termination of Control.** The Declarant may voluntarily surrender the right to appoint and remove Directors and officers before the termination of the period set forth above. In that event, the Declarant may require, for the duration of that period, that specified actions of the Association or the Board, be approved by Declarant before they become effective. Such voluntary termination shall be evidenced by a recorded instrument executed by the Declarant setting forth the termination of right to appoint and the actions which require Declarant's approval.

**13.4. Declarant's Personal Property.** The Declarant and any Builder reserve the right to retain all personal property and equipment used in sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant and Builder reserve the right to remove, within One (1) year after the sale of the last Lot, from the Property any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

**13.5. Right to Amend Documents.** Notwithstanding anything above to the contrary, this Declaration may be amended at any time without the vote of Owners by a written instrument executed by the Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant' original intent; making any change necessary or desirable to meet the

requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Lot. No such amendment, however, shall materially affect any Owner's interest in the Association or the Common Elements. Each Owner and his mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by a Declarant to be necessary or proper to effectuate the provisions of this paragraph.

**13.6. Declarant's Rights.** Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred to other persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or in the Bylaws, as applicable. Furthermore, no such transfer shall be effective unless it is in a written instrument signed by both the Declarant and the transferee and duly recorded in the public records of Lake County, Ohio. Nothing in this Declaration shall be construed to require the Declarant or any transferee to develop any of the property adjacent to or contiguous with the Property.

Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and initial sales of units shall continue, it shall be expressly permissible for the Declarant and Builders to maintain and carry on upon portions of the Common Elements and public streets such facilities and activities as, in the sole option of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such units, including, but not limited to business offices, signs, model units, sales offices, and rental units. The Declarant and Builders authorized by Declarant shall have easements for access to and use of such facilities as well as vehicular access for construction along public streets. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to units owned by the Declarant and any common area or other facilities which may be owned by the Association, as models, sales offices, or rental units.

In addition, notwithstanding any contrary provision of this Declaration, the Bylaws, or any Association rules, the Declarant shall have the right to replat or revise the recorded plats relating to any portion of the Property without the consent of any Owner other than the Owner(s) of the Lots in which the boundaries are altered.

So long as Declarant owns any land within the Property, Declarant may, without the express written consent of any Owner, the Board, the Association or the Design Review Committee, include in any contract or deed hereafter executed covering all or any portion of the Property, any additional covenants or restrictions applicable to such lands, so long as they are consistent with and do not lower the standards set forth in this Declaration and do not violate any

covenants or restrictions then in effect and recorded against the Subdivision. Further, the Declarant may make any amendments to the Declaration which are necessary to comply with the guidelines established by, or the requirements of, any governmental authority, title insurer or institutional lender without the express written consent of any Owner, the Association, the Board of Directors, or the Design Review Committee.

So long as the Declarant continues to have rights under this Article, no person or entity shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or similar instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the public records.

## **ARTICLE XIV**

### **DURATION, AMENDMENT AND TERMINATION**

**14.1. Duration.** This Declaration, and its provisions, shall be covenants running with the land and shall bind the property and shall (regardless of whether any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by Declarant, the Association, and each Owner, Occupant and their legal representatives, heirs, devisees, successors and assigns and shall continue in full force and effect for twenty (20) years from the date on which this Declaration is recorded. Thereafter this Declaration shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Article.

**14.2. Amendment.** Except as provided in Section 13.5, prior to the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument executed by Declarant, approved by the Owners of at least 75% of all Lots.

**14.2.1.** Except as provided in this Section 14.2, after the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least seventy-five (75%) percent of all Lots.

**14.2.2.** All Amendments shall be executed by the Declarant, and any Builder, if required, and shall be executed by the President and Secretary of the Association. Such Amendment shall certify that the proper notices were sent and that the requisite vote was obtained. Amendments need not be signed by the Owners.

**14.3. Termination.** This Declaration and the regime created thereby may be terminated only in accordance with this Section.

**14.3.1. Consent Required.** This Declaration may be terminated only upon (a) consent of the Owners of one hundred (100%) Percent of the Lots, (b) if during the Declarant Control Period, by consent the Declarant and (c) the approval of the Village of Perry Planning Commission and Village Council.

**14.3.2. Agreement to Terminate.** No termination shall be effective unless an agreement to terminate is filed for record with the land records of the Lake County Fiscal Office. This agreement shall be executed in the same manner as an amendment. The agreement shall provide for disposition of the Common Elements, disposition of Association funds and other resolutions and provisions necessary to terminate the regime and wind up the affairs of the Association.

## **ARTICLE XIV**

### **MISCELLANEOUS**

**15.1. No Reverter.** No covenant, condition, restriction or reservation of easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

**15.2. Notices.** Any notice required or permitted to be given to an Owner or resident by the Board pursuant to the provisions of this Declaration shall be deemed given when transmitted pursuant to the notice provisions set forth in the Bylaws to such person's last address as it appears on the records of the Association.

**15.3. Construction.** The Board shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

**15.4. Invalidity.** The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

**15.5. Discrimination.** No action shall at any time be taken by the Association or its Board that in any manner would discriminate against any Unit Owner in favor of another.

**15.6. Headings.** The headings of the Articles and Sections are for conveyance only and shall not affect the meaning or construction of the contents of this Declaration.

**15.7. Gender.** Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural and vice versa.

**15.8. Conflict.** In the event of a conflict between the Restrictions or any one or more of them and the restrictions of any Declaration which may be recorded subsequent to this Declaration, the more restrictive restriction, covenant, condition, easement or other obligation shall control.

IN WITNESS WHEREOF, Hidden Village Estates, Ltd. has caused this Declaration to be signed this 9<sup>th</sup> day of August, 2019.

Hidden Village Estates, Ltd.

by: Loreto M. Iafelice Pres.

STATE OF OHIO )

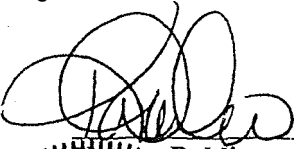
COUNTY OF Lake )


) ss:  
)

BEFORE ME, a Notary Public, in and for said County and State, by the above-named Hidden Village Estates, Ltd., an Ohio limited liability company, by Loreto M. Iafelice, President of Loreto Construction Co., Inc., the Member and Manager of Hidden Village Estates, Ltd., who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of Hidden Village Estates, Ltd. and the free act and deed of Loreto M. Iafelice as the President of Loreto Construction Co., Inc. as the Member and Manager of Hidden Village Estates, Ltd.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Willoughby Hills, Ohio, this 9<sup>th</sup> day of August, 2019.

THIS INSTRUMENT  
PREPARED BY  
David King

  
\_\_\_\_\_  
Notary Public Karen M Danko  
Notary Public, State of Ohio  
My Commission Expires  
September 20, 2022  
Recorded in Cuyahoga County







Polaris Engineering & Surveying  
34600 Chardon Road Suite D  
Willoughby Hills, Ohio 44094  
Office: (440) 944-4433  
Fax: (440) 944-3722

## EXHIBIT A

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OCT. 24, 2018  
LEGAL DESCRIPTION  
OF AN 66.3477  
ACRE PARCEL

Situated in the Village of Perry, County of Lake, and State of Ohio, and known as being part of Lots 46, 55 & 56 of Original Perry Township 10 North, and Range VII West of the Connecticut Western Reserve;

Beginning at the intersection of Maple Street (50 feet wide) and Main Street (60 feet wide);

Thence North 61° 54'43" West along the centerline of said Main Street, 1076.72 feet to the northeast corner of land conveyed to Scheuer & Danko Homes LLC by deed recorded as document number 2010R010281 of Lake County Map Records (PPN: 04-A-044-B-00-021-0) and being the principal place of beginning;

- Course 1** Thence South 28°05'17" West along the northwesterly line of said Scheuer & Danko Homes LLC, passing through a 1 inch iron pipe at 30.07 feet, a total distance of 165.00 feet to a 5/8 inch iron pin found (ID: Polaris) at the southwest corner of said Scheuer & Danko Homes LLC;
- Course 2** Thence South 61°54'45" East along the southwesterly line of said Scheuer & Danko Homes LLC, 66.00 feet to a 5/8 inch iron pin found (ID: Polaris) at the southwest corner of land conveyed to Heather Miller by deed recorded as document number 2001R042824 of Lake County Map Records (PPN: 04-A-044-B-00-019-0);
- Course 3** Thence South 28°05'17" West along the northwesterly line of land conveyed to said Heather Miller (PPN: 04-A-044-B-00-020-0), by deed recorded as document number 2001R042824, 70.09 feet to a 5/8 inch iron pin found (ID: Polaris) at the southwesterly corner thereof;
- Course 4** Thence South 62°20'45" East along the southwesterly line of land conveyed to said Heather Miller, 132.09 feet to a 1 inch iron pipe found on the westerly line of land conveyed to Norbert P., Jr. & Rebecca L. Ferron by deed recorded as volume 649, page 972 of Lake County Map Records (PPN: 04-A-044-B-00-017-0);
- Course 5** Thence South 00°51'53" East along said westerly line and along the westerly line of land conveyed to Mark A. Kostrab by deed recorded as document number 1999R034459 of Lake County Map Records (PPN: 04-A-044-F-00-021-0), 496.34 feet to a 1 inch iron pinched pipe found 0.17 feet south of the southwesterly corner thereof;

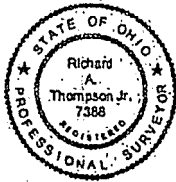
- Course 6** Thence North 89°05'54" East along said southerly line and along the southerly line of land conveyed to Geoffrey A. Myers by deed recorded as document number 2006R024846 of Lake County Map Records (PPN: 04-A-044-F-00-006-0), 489.41 feet to the southerly line of land conveyed to Thomas & Judith L. Ernst by deed recorded as volume 92, page 17 of Lake County Map Records (PPN: 04-A-044-F-00-011-0) shown by a 1/2 inch iron pin found 0.40 feet south & 0.03 feet east;
- Course 7** Thence South 04°53'16" East along the westerly line of lands conveyed to Carl O. & Janet Nyberg by deed recorded as document number 2003R013759 of Lake County Map Records (PPN: 04-A-044-F-00-034-0), and Robert E. Haycox by deed recorded as document number 2015R022024 of Lake County Map Records (PPN: 04-A-044-0-00-020-0), 198.87 feet to the southwestern corner of said Robert E. Haycox shown by a 1/2 inch iron pin found 0.04 feet north & 0.31 feet east;
- Course 8** Thence North 83°26'04" East along the southerly line of said Robert E. Haycox, passing through a 1-1/4 inch iron pipe at 386.25 feet, a total distance of 411.27 feet to the centerline of Maple Street (50 feet wide);
- Course 9** Thence South 04°53'16" East along said centerline, 62.46 feet to a point;
- Course 10** Thence South 89°04'44" West, 25.06 feet to a 3/4 inch iron pipe found on the westerly right-of-way of said Maple Street;
- Course 11** Thence South 83°28'44" West along the northerly line of land conveyed to Mark J. & Carrie L. Reid by deed recorded as document number 1999R024111 of Lake County Map Records (PPN: 04-A-044-F-00-016-0), 168.47 feet to a 5/8 inch iron pin found (ID: Polaris) at the northwesterly corner therein;
- Course 12** Thence South 04°53'16" East along the westerly line of said Mark J. & Carrie L. Reid and the westerly line of lands conveyed to: Scott D. Bonnie & Jo Gregoire by deed recorded as volume 1125, page 1177 of Lake County Map Records (PPN: 04-A-044-F-00-018-0), Jerry P. & Dianne F. Judd by deed recorded as document number 2014R027356 of Lake County Map Records (PPN: 04-A-044-F-00-019-0), and Jonathan C. Ernst by deed recorded as document number 2006R001187 of Lake County Map Records (PPN: 04-A-044-F-00-020-0), 318.30 feet to a 1 inch iron pipe found on the northerly line of land conveyed to Slavo Pavlovic by deed recorded as document number 2015R022521 of Lake County Map Records (PPN: 04-A-044-0-00-015-0);
- Course 13** Thence South 89°05'54" West along said northerly line, 1406.67 feet to a 1 inch iron pipe found at the northwestern corner thereof;
- Course 14** Thence South 01°09'07" East along the westerly line of said Slavo Pavlovic, 768.90 feet to a 5/8 inch iron pin found (ID: Novak) on the northerly line of land conveyed to the CSX Transportation Inc. railroad right-of-way (PPN: 04-A-999-0-00-200-A);
- Course 15** Thence South 74°19'35" West along said northerly line, passing through a 5/8 inch iron pin found (ID: GG&J) at 446.56 feet, a total distance of 930.53 feet to a 5/8 inch iron pin found (ID: GG&J) at the southeastern corner of land conveyed to Martha J. Curd &

Robert J. Bates by deed recorded as document number 2005R043662 of Lake County Map Records (PPN: 04-A-035-0-00-011-0);

- Course 16** Thence North 00°53'06" West along the easterly lines of said Martha J. Curd & Robert J. Bates (PPNs: 04-A-035-0-00-011-0 & 04-A-035-0-00-010-0) 1896.81 feet to a 5/8 inch iron pin found at the southwest corner of land conveyed to Douglas V. Routzahn by deed recorded as document number 2017R029196 of Lake County Map Records (PPN: 04-A-035-0-00-026-0);
- Course 17** Thence South 63°52'37" East along the southerly line of said Douglas V. Routzahn, 521.05 feet to the southeastern corner thereof;
- Course 18** Thence North 01°01'20" West along the easterly line of said Douglas V. Routzahn, passing through a 5/8 inch iron pin (ID: GG&J) at 22.36 feet, a total distance of 611.68 feet to a 5/8 inch iron pin set;
- Course 19** Thence North 85°06'48" East along the southerly line of land conveyed to the First Baptist Church of Perry by deed recorded as document number 2000R030973 of Lake County Map Records (PPN: 04-A-035-0-00-024-0), passing through a 1/2 inch iron pin found at 45.41 feet, a total distance of 187.33 feet to a 5/8 inch iron pin found at an angle point therein;
- Course 20** Thence South 82°34'28" East along said southerly line, 216.16 feet to a 5/8 inch iron pin found at the southeastern most corner of land conveyed to said First Baptist Church of Perry;
- Course 21** Thence North 21°52'24" East, 68.66 feet to a 5/8 inch iron pin found (ID: Polaris) on the southwesterly line of land conveyed to Terence A. & Melinda L. Reed by deed recorded as document number 2002R039507 of Lake County Map Records (PPN: 04-A-044-B-00-034-0);
- Course 22** Thence South 61°52'37" East along the southerly line of lands conveyed to: said Terence A. & Melinda L. Reed, Thomas Naylor by deed recorded as document number 2015R018754 of Lake County Map Records (PPN: 04-A-044-B-00-033-0), Charles D. & Tiffany L. Buehner by deed recorded as document number 2014R018887 of Lake County Map Records (PPN: 04-A-044-B-00-030-0), Thomas C. Ernst by deed recorded as document number 2000R041004 of Lake County Map Records (PPN: 04-A-044-B-00-027-0), and Curtis N. & Martha J. Curd by deed recorded as document number 2005R052599 of Lake County Map Records (PPN: 04-A-044-B-00-025-0), 374.15 feet to the southerly most corner of said Curtis N. & Martha J. Curd shown by a 1-1/4 inch iron pipe found 0.61 feet north & 0.32 feet east;
- Course 23** Thence North 28°05'15" East along the southeasterly line of land conveyed to said Curtis N. & Martha J. Curd, 164.77 feet to the northeastern most corner therein shown by a 5/8 inch iron pin found 0.65 feet north & 0.51 feet east;
- Course 24** Thence South 61°54'45" East along the southwestern line of said Curtis N. & Martha J. Curd (PPN: 04-A-044-B-00-024-0), 4.76 feet to a 5/8 inch iron pin found (ID: Polaris) at the southerly most corner therein;

- Course 25 Thence North 28°05'17" East along the southeasterly line of said Curtis N. & Martha J. Curd, passing through a 5/8 inch iron pin found (ID: Polaris) at 135.00 feet, a total distance of 165.00 feet to the centerline of said Main Street;
- Course 26 Thence South 61°54'43" East along said centerline, 132.00 feet to the Place of Beginning and containing 66.3477 acres (2,890,106 S.F.), (0.0909 Acres in Main Street & 0.0351 Acres in Maple Street) of land as calculated and described in September, 2018 by Richard A. Thompson, Jr., P.S. # 7388 of Polaris Engineering and Surveying, subject to all legal highways and easements of record. The bearings used herein refer to the Ohio Coordinate System of 1983 – North Zone 1986 Adjustment. The intent of this description is to combine all of PPN's 04-A-044-0-00-026-0, 04-A-044-0-00-028-0, 04-A-044-0-00-030-0, 04-A-044-B-00-023-0, 04-A-044-B-00-022-0, 04-A-035-0-00-008-0 and part of 04-A-035-0-00-003-0 (20.6620 Acres) of land conveyed to Hidden Village Estates, Ltd.

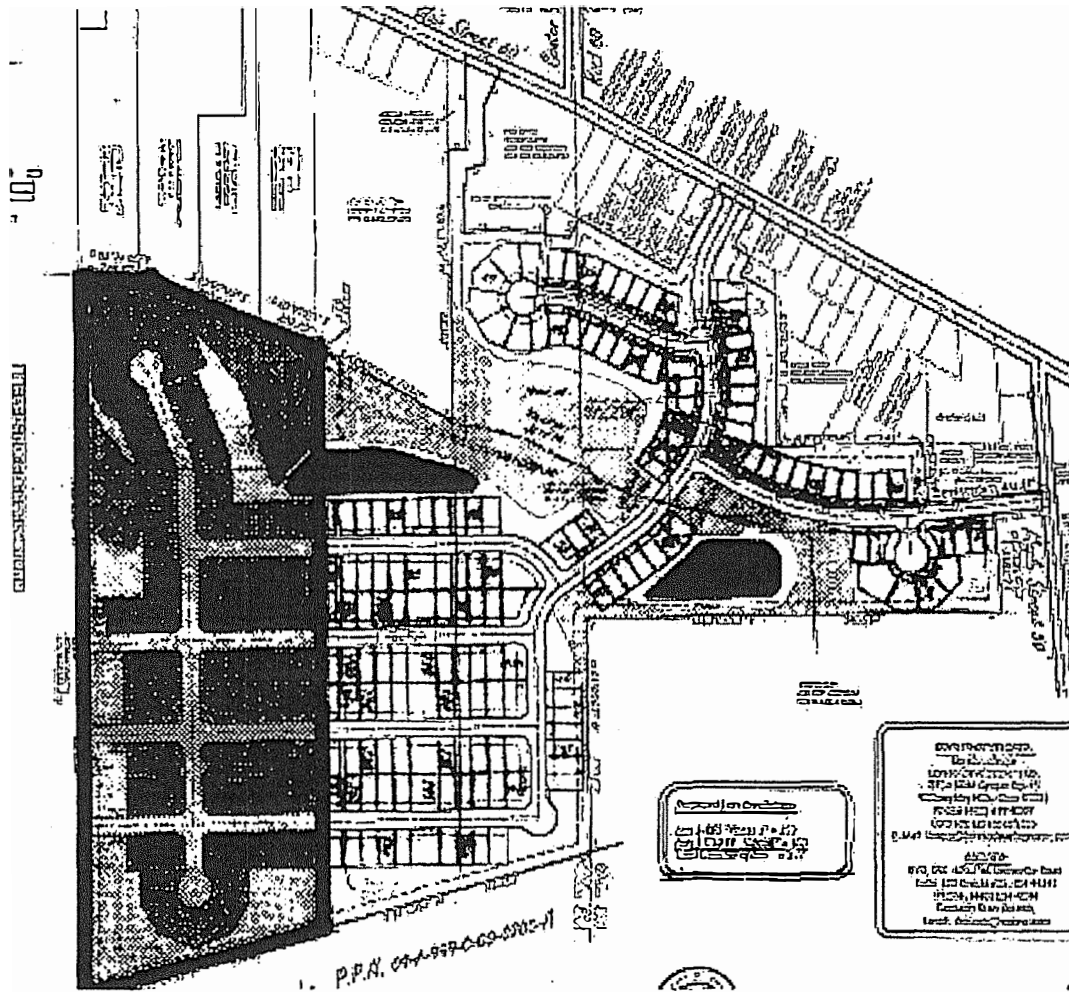
*Richard A. Thompson, Jr.*



Richard A. Thompson, Jr. P.S. # 7388 – 10/24/18

S:\2018 Projects\18007- Loreto Development - Hidden Village - Perry Village (CWS)\2-Project Surveying Info\4-Legal Descriptions\Legal Description of Overall (10.24.18).doc

**EXHIBIT B**  
**Additional Land that may be submitted.**



**EXHIBIT C**  
**BYLAWS**  
**FOR**  
**HIDDEN VILLAGE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I**  
**GENERAL**

**SECTION 1. Name and Nature of the Association.** The name of the Association shall be Hidden Village Homeowners Association, Inc., and shall be an Ohio nonprofit corporation.

**SECTION 2. Membership.** Each owner upon acquisition of title to a Lot shall automatically become a member of the Association (a "Member"). Such Membership shall terminate upon the sale or other disposition by such Member of his or her Lot ownership, at which time the new Owner of such Lot shall automatically become a Member of the Association.

**SECTION 3. Definitions.** The terms used in this Bylaws shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements recorded with the public records of Lake County (the "Declaration"), unless the context shall prohibit.

**ARTICLE II**  
**MEETINGS OF MEMBERS**

**SECTION 1. Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either in the Village of Perry, Lake County, Ohio or as convenient thereto as possible and practical.

**SECTION 2. Annual Meetings.** The first meeting of the Members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. The next annual meeting shall be set by the Board so as to occur no later than thirty (30) days before the close of the Association's fiscal year. Subsequent annual meetings of the Members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. The annual meeting of the Members shall be held at a date and time as set by the Board.

**SECTION 3. Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call special meetings of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or a written petition signed by at least twenty-five (25%) percent of the total votes of the Association. The notice of

special meetings shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at special meetings except as stated in the notice.

**SECTION 4. Notice of Meetings.** It shall be the duty of the Secretary to mail or cause to be delivered to the Owner of record of each Lot a notice of each annual or special meetings of the Association stating the purpose of the special meetings, as well as the time and place where it is to be held. If an Owner wishes notice to be given at an address other than his or her Lot, he or she shall designate such address by written notice to the Secretary. The mailing or delivering of a notice of a meeting in the manner provided in this Section or per Section 5 of Article VII shall be considered service of notice. Notices shall be served not less than ten (10) nor more than sixty (60) days before a meeting.

**SECTION 5. Waiver of Notice.** Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after the holding of such meeting. Attendance of any Member at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of such meeting.

**SECTION 6. Adjournment of Meetings.** If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place of the adjourned meeting are not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings.

Those present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of Members required to constitute a quorum.

**SECTION 7. Voting Rights.** Each Lot shall have one vote. If only one of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts a vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to a Lot owned by the Association may be cast. Voting at elections and votes on other matters may be conducted by mail.

**SECTION 8. Proxies.** A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the Owners of a Lot through a duly executed proxy. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering the Lot, its presentation to the Board of a copy of the mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot.

**SECTION 9. Majority of Owners.** As used in this Bylaws, the term majority shall mean those votes, Owners, Members or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

**SECTION 10. Quorum.** Except as otherwise provided in these Bylaws or in the Declaration, those Members present in person or by proxy shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

**SECTION 11. Conduct of Meetings.** The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transactions occurring thereat.

**SECTION 12. Action Without A Meeting.** Any action which may be authorized or taken at a meeting of the members, except the election of Board members, may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by not less than a majority of the Members. Any such writing shall be entered into the minute book of the Association.

### **ARTICLE III BOARD OF DIRECTORS**

**SECTION 1. Governing Body.** Except as otherwise provided by law, the Articles of Incorporation, the Declaration or these Bylaws, all of the authority of the Association shall be exercised by or under the direction of the Board of Directors.

**SECTION 2. Number and Qualification of Directors.** The initial Board of Directors in the Association shall consist of three (3) persons and shall be those named in the Articles of Incorporation or other such person or persons as may be substituted by the Declarant pursuant to Article XIII, Section 13.3 of the Declaration. At such time as the Owners other than



the Declarant, are entitled to elect all members of the Board, the Board of Directors shall be expanded to consist of five (5) persons. Except those appointed by the Declarant, all Directors must be Owners. The spouse of an Owner is qualified to act as a Director if both the Owner and the spouse occupy the Lot. No person and his or her spouse may serve on the Board at the same time. All members of the board shall be in good standing.

**SECTION 3.           Nomination of Directors.** Except for Directors selected by the Declarant, nominations for election of the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board at each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

**SECTION 4.           Election of Directors.** The Directors shall be elected at each annual meeting of the Members of the Association or at a special meeting called for the purpose of electing Directors. At a meeting of Members of the Association at which Directors are to be elected, only persons nominated as candidates shall be eligible for election as Directors and the candidates receiving the greatest number of votes shall be elected. The Board may adopt rules regarding nominations and procedure for elections. Election to the Board shall be by secret written ballot and at such elections, the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration.

**SECTION 5.           Term of Office; Resignations.** Except for those Directors appointed by the Declarant, each Director shall hold office for a term of three (3) years and until his or her successor is elected, or until his or her earlier resignation, removal from office, or death. It is intended by these Bylaws that the terms of the Directors shall be staggered with three (3) Directors being elected in odd numbered years and two (2) Directors being elected in even numbered years. The initial terms of the Directors elected by the Owners shall be adjusted to carry out this intent.

Any Director may resign at any time by oral statement to that effect made at a meeting of the Board of Directors or in writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Director may specify. In the event of death or resignation of a Director, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

**SECTION 6.           Compensation.** Members of the Board of Directors shall serve without compensation, except that they may be reimbursed for actual expenses incurred on behalf of the Association.

**SECTION 7. Removal of Directors.** Except for those appointed by the Declarant, at any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority vote of the Members, and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting and the purposes thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) unexcused absences from Board meetings or who is delinquent in payment of an Assessment for more than twenty (20) days may be removed by a majority vote of the Directors at meeting, a quorum being present.

**SECTION 8. Organization Meetings.** The first meeting of the Board of Directors following each annual meeting of the Members shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

**SECTION 9. Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter.

**SECTION 10. Special Meetings.** Special meetings of the Board of Directors shall be held when called by written notice signed by the President or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.

**SECTION 11. Notice of Meetings; Waiver.** Notice of the time and place of each meeting of the Directors, whether regular or special, shall be given to each Director at least seventy-two (72) hours before the time set for the meeting.

Waiver of notice of meetings of the Directors shall be deemed the equivalent of proper notice. Any Director may, in writing, waive notice of any meeting of the Board, either before or after the holding of such meeting. Such writing shall be entered into the minutes of the meeting. Attendance of any Director at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of notice of such meeting.

**SECTION 12. Quorum of the Board of Directors.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of the Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and

announced at such meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

**SECTION 13. Conduct of Meetings.** The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transaction occurring thereat. The Board of Directors may hold a meeting by any method of communication, including electronic or telephonic communication, provided that each member of the Board can hear or read in real time and participate and respond to every other member of the Board.

**SECTION 14. Open Meetings.** All meetings of the Board of Directors shall be open to all Members of the Association, but Members other than the Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

**SECTION 15. Executive Session.** The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, or orders of business of similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

**SECTION 16. Action Without A Meeting.** Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by all the Directors. Any such writing shall be entered into the minute book of the Association. An explanation of the action taken shall be posted at a prominent place or places within the Property or sent to all members via methods allowed in Section 5 of Article VII within three (3) days after written consents of all the Board members have been obtained.

**SECTION 17. Voting By Directors.** A Director who is present at a meeting of the Board or any committee meeting when corporate action is taken shall be deemed to have assented to the action taken unless:

a) He or she objects at the beginning of the meeting (or promptly upon arrival) to holding it or transacting business at the meeting;

b) His or her dissent or abstention from the action taken is entered in the minutes of the meeting; or

c) He or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Association immediately after adjournment of the meeting. This right of dissent or abstention shall not be available to a Director who votes in favor of the action taken.

## **ARTICLE IV OFFICERS**

**SECTION 1. Officers.** The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among members of the Board of Directors.

**SECTION 2. Election; Term of Office; Vacancies.** The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

**SECTION 3. Removal.** Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

**SECTION 4. Powers and Duties.** The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have the primary responsibility for the preparation of the budget and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

**SECTION 5. Resignation.** Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

## **ARTICLE V COMMITTEES**

**SECTION 1. General.** Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and operate in accordance with the terms of the resolution of the Board designating such committee or with rules adopted by the Board and to the full extent permitted by law.

**SECTION 2. Executive Committee.** The Board of Directors may, by resolution adopted or signed by all of the Directors, appoint an Executive Committee to consist of three (3) Directors. The Board may delegate any or all of its duties to such committee. Any resolution or writing appointing such committee must acknowledge the responsibility of all of the Directors for the operation and administration of the Association.

**SECTION 3. Design Review Committee.** The Board of Directors may appoint a Design Review Committee which shall be responsible for plan approval in accordance with Article IX of the Declaration. In addition, the committee shall develop and promulgate architectural standards and guidelines with respect to those matters that are within the Association's authority to regulate.

## **ARTICLE VI DETERMINATION AND PAYMENT OF ASSESSMENTS**

**SECTION 1. Adoption of Budget.** It shall be the duty of the Board to prepare and adopt a budget covering the estimated Common Expenses and the various Neighborhood Expenses of the Association for the coming fiscal year. The budget shall also include a capital contribution or reserve in accordance with a capital budget separately prepared. After adoption of the budget, the Board shall cause the summary of the budget and the Assessments to be levied against each Lot for the following year to be delivered to each Owner. Such summary shall be delivered at least thirty (30) days prior to the start of the fiscal year. The budget and Assessments shall take effect on the first day of the fiscal year.

**SECTION 2. Capital Budget and Contribution.** The Board shall annually prepare a capital budget, which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in Section 1 of this Article. A copy of the capital budget shall be distributed to each Owner in the same manner as the operating budget.

**SECTION 3. Petition for Reconsideration of Budget Increase.** If the Board receives a petition for reconsideration of budget increase as set forth in Article VII, Section 7.7 of the Declaration, then the Board shall forthwith call a special meeting of the Members. At such meeting, the Members in good standing, in person or by proxy, exercising at least sixty-six and two thirds (66 2/3%) percent of voting power of the Association, may vote to reduce the increase by any amount proposed in the petition, but not lower than the previous year's budget.

**SECTION 4. Failure to Adopt Budget.** The failure or delay of the Board to adopt a budget as provided herein shall not constitute a waiver or release of the obligation of an Owner to pay the Assessments. In such event, the Assessments based upon the budget last adopted shall continue until such time as the Board adopts a new budget.

**SECTION 5. Computation of Assessments.** The Assessments for Common Expenses for each Lot shall be determined in accordance with the operating budget and the capital contribution budget as they apply to the various Lots. Unless otherwise determined by the Board, all Assessments shall be charged on an annual basis.

**SECTION 6. Payment, Delinquency and Acceleration.** Unless otherwise determined by the Board, all Assessments shall be payable annually. Any installment of an Assessment shall become delinquent if not paid on the due date as established by the Board. With respect to each installment of an Assessment not paid within five (5) days after its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, together with interest at the rate provided in Section 1343.03 of the Ohio Revised Code calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days after its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment for the then current fiscal year, attributable to that Lot, to be immediately due and payable without further demand and may enforce collection of the full Assessment and all charges thereon in any manner authorized by law, the Declaration and these Bylaws.

**SECTION 7. Remedies for Default.** If an Owner is in default of payment of an Assessment, the Board may authorize collection through any lawful means, including foreclosure of the lien. Interest and all costs of such collection, including but not limited to court costs, lien fees, attorney fees shall be included in the amount due from the Owner and may be collected. The Board may authorize the Association to bid its interest at any foreclosure sale and to acquire, hold, lease, mortgage and convey any Lot.

## **ARTICLE VII MISCELLANEOUS**

**SECTION 1. Fiscal Year.** The Association may adopt any fiscal year as determined by the Board.

**SECTION 2. Parliamentary Rules.** Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Ohio law, the Articles of Incorporation, the Declaration, or this Bylaws.

**SECTION 3. Conflicts.** If there are conflicts or inconsistencies between the provisions of Ohio law, the Articles of Incorporation, the Declaration, and these Bylaws, the

provisions of Ohio law, the Declaration, the Articles of Incorporation, and this Bylaws (in that order) shall prevail.

#### **SECTION 4. Books and Records.**

**Inspection by Members.** The membership book, account books and minutes of the Association, the Board and any committee shall be made available for inspection and copying by any Member or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within Lake County, Ohio, as the Board shall prescribe.

**b. Rules for Inspection.** The Board shall establish reasonable rules with respect to:

- i.** notice to be given to the custodian of the records by the Members desiring to make the inspection;
- ii.** hours and days of the week when such inspection may be made; and
- iii.** payment of the cost of reproducing copies requested by a Member.

**c. Inspection by Directors.** Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

**SECTION 5. Notices.** Unless otherwise provided in this Bylaws, all notices, demands, bills, statements, or other communications under this Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or sent by telegram, telecopy, or electronic mail transmission or by United States mail, express mail, or courier service, with postage or fees prepaid:

if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if not such address has been designated, at the address of the residence of such Owner; or

if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by the Board with written notice to the Owners.

In computing the period of time for the giving of a notice required or permitted under the articles, the regulations, or the bylaws of the Association, or a resolution of its Members or Directors, the day on which the notice is given shall be excluded, and the day when the act for

which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If notice is given by personal delivery or transmitted by telegram, telecopy, or electronic mail, the notice shall be deemed to have been given when delivered or transmitted. If notice is sent by United States mail, express mail, or courier service, the notice shall be deemed to have been given when deposited in the mail or with the courier service.

A written notice or report delivered as part of a newsletter or other publication regularly sent to the Members shall constitute a written notice or report if addressed or delivered to the Member's address shown in the Association's current list of members, or, in the case of Members who are residents of the same household and who have the same address in the Association's current list of Members, if addressed or delivered to one of such Members at the address appearing on the Association's current list of Members.

**SECTION 6. Amendment.** Except as otherwise provided by law or the Declaration, this Bylaws may be amended by a majority of the Members. During such time as the Declarant has the right to appoint Directors of the Association pursuant to Article XIII, Section 13.3 of the Declaration, the Declarant shall have the right to veto any amendment to this Bylaws which unreasonably impact Declarant's ability to sell Lots. Likewise, during such period, the Federal Housing Administration or the Veterans Administration shall have the right to veto any amendment, if either such agency is insuring or guaranteeing the mortgage on any Lot.

**SECTION 7. Financial Review.** A review of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide, provided, however, after having received the Board's report at the annual meeting, the Owners, by majority vote, may require the accounts of the Association to be audited as a Common Expense by a public accountant.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



**Exhibit D  
Chart of Maintenance Responsibilities**

<b>Item of Maintenance*</b>	<b>Responsibility For Cost of Maintenance /Repair**</b>	<b>Responsibility For Performance of Maintenance/Repair**</b>
Private Drive (if applicable)	Association	Association, including snow and ice removal; regular seal coating
Common Elements, Open Space	Association	Association
Individual Lot driveways	Lot Owner	Lot Owner, including snow and ice removal
Sidewalks along common areas fronting public streets	Association	Association, including snow and ice removal
Sidewalks within individual Lot lines	Lot Owner	Lot Owner, including snow and ice removal
Common area landscaping and lawn	Association	Association will perform common area maintenance as needed, mulch landscape beds and trim shrubs annually, maintain annual plantings and fertilize common area lawn areas 3-4 times annually.
Individual Lot lawn and landscaping	Lot Owner	Lot Owner

**\* FOR ANY ITEM NOT LISTED THE RESPONSIBILITY FOR COST AND THE PERFORMANCE SHALL BE THE RESPONSIBILITY OF THE OWNER OF THAT ITEM.**

**\*\* UNLESS OTHERWISE PROVIDED IN THE DECLARATION, MAINTENANCE/REPAIR SHALL INCLUDE THE OBLIGATION TO REPLACE.**

**\*\*\* EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT UNDER THE COMMON LAW OF THE STATE OF OHIO, NO OWNER OF REAL PROPERTY IS OBLIGATED TO REMOVE THE NATURAL ACCUMULATIONS OF ICE AND SNOW AND IS NOT LIABLE FOR INJURIES CAUSED AS A RESULT OF THE SNOW OR ICE. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES ON BEHALF OF THE OWNER, THE OWNERS HEIRS, SUCCESSORS AND ASSIGNS AND ALL OCCUPANTS, THAT THE ASSOCIATION'S RESPONSIBILITY TO PLOW SNOW SHALL NOT BE CONSTRUED AS AN ASSUMPTION OF THE OBLIGATION TO REMOVE ALL SNOW AND ICE. THE ASSOCIATION, IN ITS SOLE DISCRETION, SHALL DETERMINE THE NEED FOR SNOW PLOWING. EACH OWNER AND OCCUPANT SHALL REPORT ANY UNNATURAL ACCUMULATIONS OF ICE AND SNOW TO THE ASSOCIATION. THE ASSOCIATION, ITS DIRECTORS, AGENTS, CONTRACTORS AND ASSIGNS, SHALL NOT BE LIABLE FOR ANY INJURY CAUSED AS A RESULT OF SNOW OR ICE, UNLESS IN BREACH OF THE DUTY AS SET FORTH HEREIN.**

**THE ASSOCIATION SHALL NOT BE REQUIRED TO REMOVE OR PLOW ICE AND SNOW UNLESS UNTIL A DEPTH OF 2 INCHES.**

## **EXHIBIT E**

### ***HIDDEN VILLAGE* HOMEOWNERS ASSOCIATION DESIGN GUIDELINES**

The following standards have been developed and promulgated by the Declarant in accordance with Article IX, Section 9.2.2 of the Declaration and are applicable to all new construction and all modifications or improvements. These Design Guidelines are not part of the Declaration and can be amended by the Declarant or the Association without a vote of the Owners.

**NOTE: PRIOR PLAN APPROVAL IS REQUIRED FOR ALL STRUCTURES OR IMPROVEMENTS PLACED ON THE LOT BY THE HOMEOWNER, INCLUDING BASKETBALL HOOPS, PLAY EQUIPMENT, STORAGE BUILDINGS, SWIMMING POOLS AND FENCES.**

#### **GENERAL GUIDELINES APPLICABLE TO ALL LOTS**

**House Placement and Yard Grading.** Dwelling Units shall conform to existing grade and drainage patterns. Builders shall be responsible to regrade the Lot to conform the drainage plan approved for the subdivision.

The following guidelines shall be used in determining placement with respect to style and elevations:

- a. There must be a minimum of a one different home separating like models on the same side of the street. Optional items, such as full porches and pediment front foyers, may be used to establish the differences.

**Dwelling Type.** No building shall be erected, altered, placed or be permitted to remain on any Lot other than one single-family dwelling with a garage for at least one car. A single-family dwelling shall meet the following requirements:

- a. A one story dwelling structure, the living area being the first floor space only, constructed with or without a basement and a space between the first floor ceiling and the roof of inadequate heights to permit its use as a dwelling place.
- b. A two-story dwelling structure, the living area of which is on two levels connected by a stairway, constructed with or without a basement.

**Dwelling Unit Size.** Dwelling Units with full basement must be at least 1,100 square feet.

**Roof.** The roof and gables of each Dwelling unit shall be no less than 4 - 12 pitch. Porch and patio roofs may be 3.5 - 12 pitch. All shingles shall be of a uniform color.

**Garages.** A minimum one car garage is required. Detached garages of any size are not permitted. When a dwelling structure is constructed without a basement (i.e. a slab house) or with a one car garage, the Builder shall install shelving in the garage no smaller than the following: (width of the garage) X (3' in depth). Said shelving shall be located on the opposite wall of the main garage door and shall be installed prior to the occupancy of the first Owner of the respective dwelling, as allowable.

**Yards, Driveways and Walks.** Front yards shall be grass and landscaped as soon after completion of the Dwelling Unit as is practical under weather conditions. Rear Yards shall be defined as that portion of the Lot which is behind the rear elevation of the Dwelling Unit extended to each Lot line. All driveways shall be paved with concrete, paver bricks or paving stone. Gravel or dirt driveways are prohibited.

**Color Schemes.** All dwellings shall be in conformance with the original color scheme as promulgated by the Declarant and approved individually by the Municipal Architectural Board of Review. The following guidelines shall be followed when determining color scheme with respect to location.

- a. In any group of five dwellings on the same side of a street, at least three siding colors must be used. Never use the same color on two consecutive dwellings, is possible.
- b. On any cross-street intersection, at least two siding colors must be used.
- c. Dwellings directly across the street from one another should have different siding colors.

**Underground and Log Houses.** Underground and log structures are prohibited.

**Porches, appendages and additions.** No porches, appendages, or additions shall be permitted unless they are of a size, style, color and type compatible with the original design of the house and shall match the house material and coloring exactly. Porches, appendages or additions must be integrated into the design of the house. Compatibility shall be at the discretion of the Declarant or the Association.

**Front Storage.** No front porch shall be used for the storage of any items except normal porch furniture. No front yard shall be used for the storage of any item of any kind.

**Awnings.** No metal or plastic awnings for windows, doors, decks or patios may be erected or used. Canvas awnings may be used subject to prior approval of size, color, location and manner of installation for the particular lot in question.

**Exterior Carpeting.** No exterior carpeting may be used if it is visible from any neighboring lot or the street.

**Decks and Railings.** All decks shall be vinyl or wood and deck and balcony railings shall be stained the same color as the deck or balcony. All decks shall be approved by the Declarant and must have a zoning and building permit from the Village of Perry.

**Solar Panels.** No solar panels shall be permitted.

**Chimneys.** All chimneys with metal flues must be enclosed within a chase that may be sided. Any direct vent chimney and / or furnace flues, hotwater heater or any other flues shall be vented only to the rear or side of the Dwelling Unit

**Water Discharge.** Storm water must be disposed in accordance with the drainage plan for the subdivision and Village of Perry, and /or Lake County regulations.

**Skylights.** Skylights may be used on a back roof facing the rear of a Lot. Other locations may be approved for a contemporary design house depending upon the design and the particulars of the lot.

**Entrance Structures.** No additional driveway entrance structures shall be permitted.

**Pools.** No above ground swimming pools shall be permitted. Small portable "kiddie" pools shall be permitted in rear yards only behind the Dwelling Unit so long as said pool is not in place for more than seventy-two (72) consecutive hours.

**Spas and Hot Tubs.** Hot tubs and spas shall be permitted provided that hot tubs and spas must be in-ground or if above ground incorporated into a deck. All hot tubs and spas must be screened with a privacy fence not exceeding four (4) feet in height or other such adequate screening as approved by the Declarant or the Association.

**Play Equipment.** Stationary or installed play apparatus or structures shall be located in the Rear Yard and not located within any side or rear setback lines and must be approved per section 9.2 of the Declaration. Temporary play equipment does not require prior approval but shall be stored within the dwelling when not in use or after 72 hours

**Basketball Hoops.** No permanent or installed basketball hoop or goal may be placed on any Lot. Portable basketball goals are acceptable provided they are stored within the dwelling when not in use.

Use shall be limited to reasonable play hours depending upon seasons. No use will be permitted after 11 pm, nor earlier than 9:00 am. The Board shall have the right to set different hours in the event that use creates an unreasonable disturbance.

**Sheds, Buildings and Other Structures.** No storage sheds, storage buildings, or accessory buildings, whether of a temporary or permanent nature, shall be used or erected on any Lot after the permanent Dwelling Unit on each Lot has been completed, provided, however, that one (1) outdoor storage structure not exceeding 144 square feet and 10' 8' in height may be erected on a Lot in the rear yard in a manner and fashion such that they are not visible from the street in front of the home. The construction, specification, colors and placement of such structures shall be architecturally correct and match the home and shall be subject to the approval of Declarant. All sheds, storage buildings and accessory structures shall be approved by the Declarant and Association and must have a zoning and building permit from the Village of Perry.

**Air Conditioning and Heat Pump Equipment.** Air conditioning and heat pump equipment shall be located in side yards or Rear Yards.

**Fencing.** Standard chain link shall not be permitted. Fences may be erected only in the Rear Yard. On corner lots, fences may not be placed within the setback on the street side. Perimeter fences are permitted if they are of a uniform style and color as determined by the Developer and/or Master Association. No fencing along any side or rear yard shall exceed 48" in height. All fencing will be reviewed upon an individual basis considering the visual impact on surrounding lots however a pvc three rail horizontal fence or black aluminium/wrought iron vertical type fencing is encouraged. The Declarant and the Association reserve the right to restrict fencing in areas where its presence would adversely impact the aesthetics of the community. When fencing on a corner Lot, the corner fence post should start at the back corner of the house and create a straight line to the rear property line. This would preclude fencing a side yard that would inhibit the sight triangle at that intersection.

**Radio and Television Antennas/Satellite Dishes.** These guidelines are to be interpreted so as to balance the right of the individual owners to receive acceptable quality broadcast signals in accordance with F.C.C. regulations with the right and duty of the Association to preserve, protect and enhance the value of the properties within the subdivision.

A. Prohibited Apparatus. All exterior antennas, except the following, are prohibited:

1. an antenna that is designed to receive direct broadcast satellite service, including direct-to-home satellite services, that is one meter or less in diameter; or

2. an antenna that is designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and that is one meter or less in diameter or diagonal measurement; or
3. an antenna that is designed to receive television broadcast signals.

**B. Permitted Locations.**

An antenna must be located in the rear yard or on the rear of the Dwelling Unit in such a manner so as not to be visible by a person of normal height standing at the edge of the street directly in front of the Dwelling Unit. Other locations are permitted if placement under these guidelines precludes reception of an acceptable quality signal. In such case, the owner and the Declarant or the Association shall attempt to find a location with the least visual impact upon the surrounding properties. An "acceptable quality signal" is one that is intended for reception in the viewing area and is consistent with the quality of signals received by others in the immediate vicinity. No location shall be permitted if installation creates a line of sight problem for drivers in the vicinity. The Declarant or the Association may prohibit a location that imposes a legitimate safety concern. An example of a location that imposes a legitimate safety concern is one that is near high voltage power lines or one where the guy wires obstruct legitimate pedestrian access

**C. Other Requirements.**

The Declarant or the Association may require that the antenna be painted in a fashion that will not interfere with reception so that it blends into the background against which it is mounted or that the antenna be screened so as to reduce the visual impact. Any such requirements must be reasonable in light of the cost of the equipment or services and the visual impact of the antenna. The Declarant or the Association may impose restrictions on methods of installation that create legitimate safety concerns. For example, permitted methods of installation may include reasonable height restrictions and adequate bolting and guying.

**D. Continued Maintenance.**

Each owner shall maintain any antenna in a reasonable manner so as not become unsightly. Each owner shall remove any antenna upon cessation of its use.

**Landscaping.** Landscaping and normal lawn maintenance is required around all houses. The landscaping in the front yards must be installed in accordance to the attached landscape designs. Owners shall not modify the front landscape design without the approval of the Declarant. Comparable front yard landscaping shall be designed by the Builder and installed by an Owner for dwelling types that are different than shown below. All lawn and landscaping maintenance shall be performed by the Owner, a member of the Owner's family residing at the property with the Owner, or a landscaping company approved by the Declarant or the Board, as

the case may be. The Declarant or Board, as the case may be, shall maintain an updated list of three landscaping companies that are authorized to perform lawn, landscaping, pesticide and fertilizing services within the subdivision which list shall be updated no less than annually. No Owner shall use any for-hire contractor not on such list as updated without the prior written consent of either the Declarant or the Board.

**Lot Maintenance.** All Lots must be kept mowed and free of debris and clutter. During any construction, each Owner and Builder shall be responsible for keeping the streets and adjacent lots clean and free of debris. No fill material shall be dumped on any Lot except within five (5) days of commencement of construction. The Association shall have the right to assess any owner for the costs of mowing or clean up in the event that the owner fails to do so.

**Lot Grading.** The Builder and Owners shall be responsible to regrade the Lot in accordance with the grading plan as approved by the Village of Perry. Any deviations from such plan must be preapproved by the Village and the Declarant.

**Mailboxes.** Cluster mailboxes will be placed at a location(s) within the community.

**House Numbers.** House numbers must be placed in a consistent location on the front elevation of all homes.

**Additional Exterior Lighting.** Plans showing sufficient detail as to size, wattage and type of bulb to be used in the exterior lighting must be submitted to the Association prior to installation. Exterior lighting must be directed in such a manner so as not to intrude into neighboring lots and houses.

**Discretion.** Any discretion to be exercised in the review of plans shall be that of the Declarant or the Association.

**Variances.** The Declarant or the Association may grant variances from these guidelines if such variance will not be of substantial detriment to adjacent lots and will not materially impair these guidelines and the overall best interest of the subdivision.

**Right to Modify Guidelines.** The Declarant and the Association reserve the right to modify these guidelines, provided however, that no such modification shall be made that will materially and adversely affect the overall character of the properties as a first class development. No modification shall be made with respect to new construction unless consented to in writing by the Declarant.

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\*Plant selections are subject to change based on region, site conditions and availability. An equal or greater substitute is required.

Description	Size	Qty
Flowering Tree	2-2.5" cal	1
Upright Evergreen	3-4'	2
Foundation Evergreen	18-24"	4
Accent Shrub	18-24"	4

**Denison Landscaping**  
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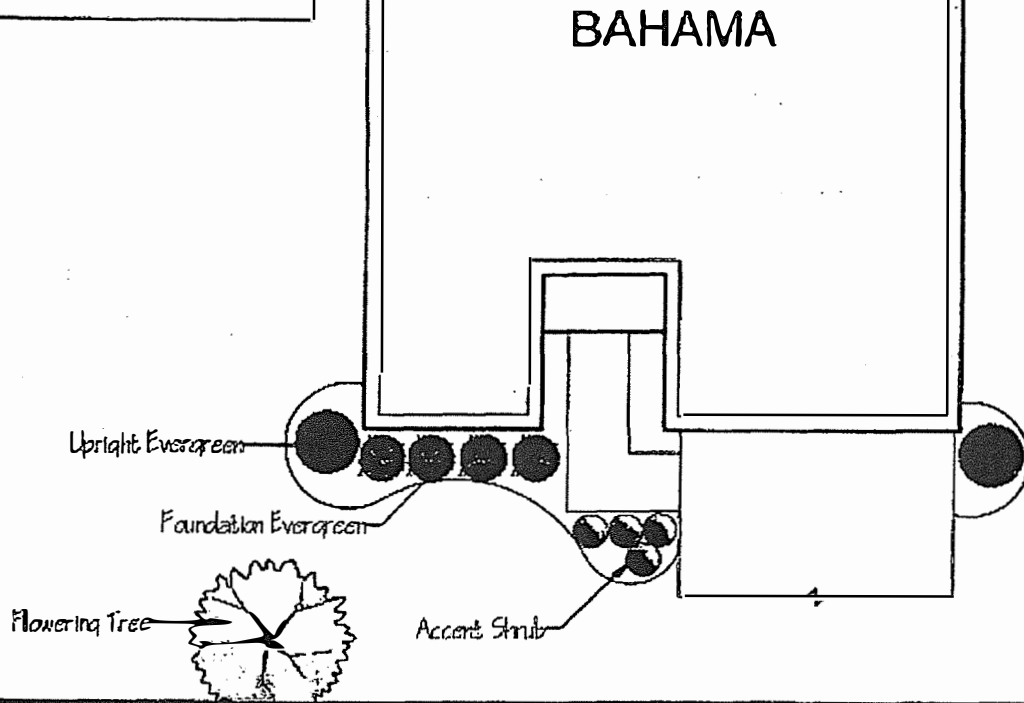
Adam Davis  
Nov 2016

**Ryan Homes**

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Standard Landscape Plans

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Prepared by  
**Adam Davis**  
Date  
**Nov 2016**

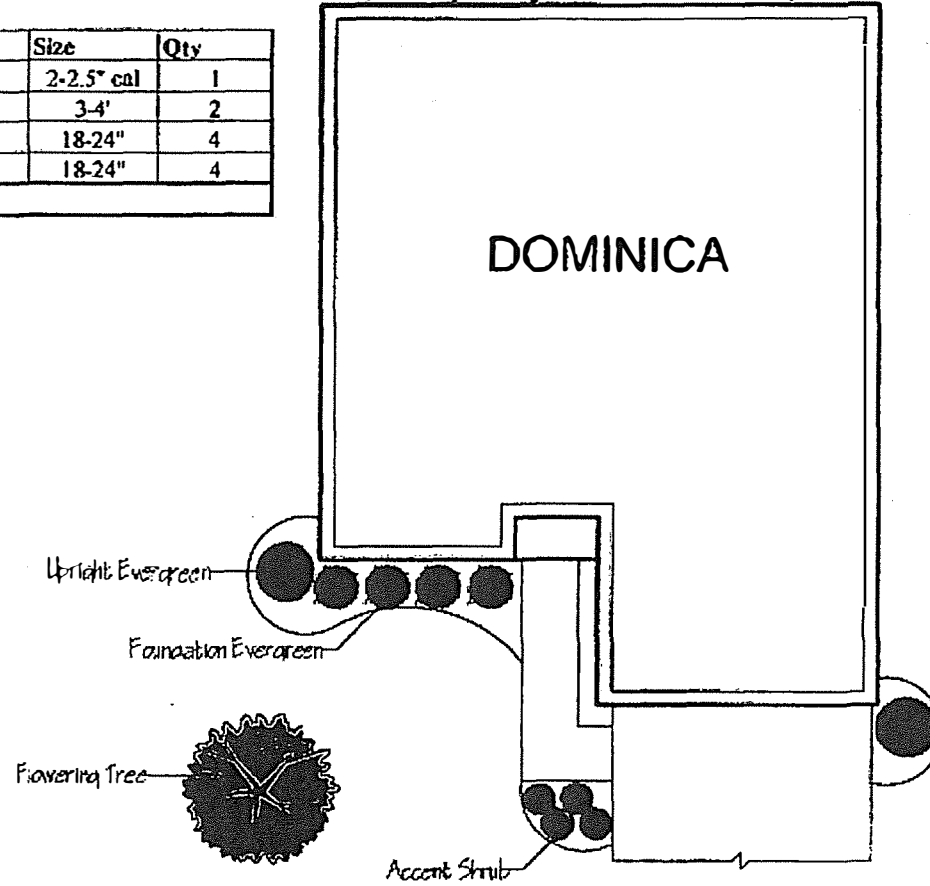
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