

RESTRICTIONS FOR NOTTINGHAM GATE ESTATES

Section 1 - Restrictions. Use and development of the Property and any and all Lots created therefrom and of any future property subject to this Declaration shall be subject to the following restrictions:

(A) No trailer, basement, tent, shack, barn, garage, satellite dish, radio towers, television towers or other type of temporary building or shelter shall be used for habitation either permanently or temporarily.

(B) No cattle, horses, swine, or poultry shall be kept or harbored on any lot and all other animals shall be confined within the building setback lines shown on the plat.

(C) No fence shall be allowed to extend nearer to the street than the building setback lines shown on the plat, except that in the case of swimming pools the regulations of the governmental authority having jurisdiction shall govern.

(D) No trailers of any kind, boats or recreational vehicles, such as truck campers, motor homes, etc.; may be kept or stored on any lot, unless such trailers and vehicles are kept or stored within a garage.

(E) There shall be no on-street overnight parking.

(F) An easement ten (10) feet in width continuous to the front, rear, and side lot lines of all lots is hereby reserved for the County of Summit, other governmental entities, and other utility companies for the purpose of constructing, operating, and maintaining sanitary sewers, open or closed storm sewers, telephone, electric, gas, cable television, and other utilities.

(G) All lots conveyed shall be used exclusively for single family residential purposes, and only one such residence shall be permitted on each lot. The Owner of each lot shall install sidewalks, plant at least two (2) trees in front of any residence constructed thereon.

(H) No trade, business, or other type of commercial activity shall be carried on or upon any lot; provided however, an owner of a single family residence may rent said property for a single family residential use, and (2) an owner may operate a home office in his or her residence if such home office operations are not externally visible or offensive to the neighboring lot owners.

(I) Single family residences may be a one story, a one and one-half story, or two-story design, or any design approved in writing by L & V Equipment Rental, Inc.

(J) The minimum living area of all residences shall be 1,800 square feet. The method of determining the square foot area of all structures and additions or enlargements, thereto, shall be to multiply the external horizontal dimensions of the structure at each floor level. "Living area" shall not include garages, carports, screened porches, basements (excepting family recreation rooms), patios, terraces, etc.

(K) All building plans and specifications shall be approved by a committee consisting of the Officer of Developer or its successors, administrators or assigns.

(L) All garbage or trash containers, oil tanks and bottled gas tanks shall be placed underground or placed in screened areas so that they shall not be visible from joining properties.

(M) All residences shall have a paved concrete driveway.

(N) No fence will be permitted that is higher than four (4) feet or is made of metal or wired material.

(O) All residences shall be set back (50) feet from the street right-of-way lines.

(P) The design of the front elevations of a particular residence shall not be repeated four (4) times on the same side of the street.

(Q) No outdoor clothes drying shall be permitted.

(R) Brick to grade shall be required on the front elevation of the residences constructed on the property.

(S) All lots shall be landscaped with six (6) months of homeowner possession, except when homeowner possession takes place between May 1st and October 1st, in which case the lot shall be landscaped within three (3) months of homeowner possession.

(T) No unsightly growth such as weeds, underbrush, or the like shall be permitted to grow or remain upon any lot, and no refuse, pipe or unsightly objects shall be placed or remain anywhere thereon; however, the natural wooded and ground cover conditions of portions of a lot may remain provided they are aesthetically pleasing to the appearance of the development as a whole. In the event that any lot owner shall fail or refuse to keep the lot free from weeds, underbrush, refuse piles or other unsightly growths or objects, L & V Equipment rental, Inc., and the other lot owners within the development shall have the right, upon fourteen (14) days written notice to the offending lot owner, to remove the same at the expense of said lot owner. Entrance onto such owner's lot for such purpose shall not be deemed a trespass.

(U) All mail and paper boxes installed in front of the house shall be mounted on a 4"X4" wood post.

(V) This subdivision shall at all times be subject to and in compliance with Title 33 of Code of Federal Regulations. The foregoing restrictions shall constitute covenants to run with the land in perpetuity and are expressly accepted by any Grantee as conditions of purchase of the land conveyed by any deed, and shall be binding upon all parties and all persons claiming by, through, from or under a Grantee.

(W) No dirt is to be removed from any project site without the approval of Developer or its Successors, administrators or assigns. A dumpsite may be provided by Developer, at Developer's option.

(X) All houses shall have gas or electric light fixtures on a pole located one (1) foot outside utility easement and two (2) feet from driveway, minimum height to be seven (7) feet, which shall be illuminated from sundown to sunrise.

Section 2 - Enforcement.

The above restrictions shall run with the land and shall be enforceable by Developer, the Association, or the owner of lots to the fullest extent permitted by law.

FILED
COUNTY OF SUMMIT
900089 90
NOV 15 1993

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

748 M
RALPH JAMES
RECORDER
COUNTY OF SUMMIT

THIS DECLARATION is made this 29th day of September, 1993, and between L & V EQUIPMENT RENTAL, INC., an Ohio Corporation, ("Developer"), and NOTTINGHAM GATE ESTATES HOMEOWNERS ASSOCIATION, INC. ("Association").

WHEREAS, Developer is the owner of the real property described in Article II, Section 1 of this Declaration and desires to create thereon a Residential Community, to be known as "Nottingham Gate Estates" (the "Community"), with common facilities as determined by Developer consisting of a greenbelt along Barlow Road, retention basin, entry signage and landscaping, swimming pool and recreational facilities, and appurtenances and related property and facilities (the "Common Facilities"), and to this end, desire to subject said real property and facilities to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said Community, to create an entity to which should be delegated and assigned the powers of maintaining and administering the community's property and Common Facilities and administering and enforcing the covenants and restrictions and collection and disbursing the assessments and charges hereinafter created; and

WHEREAS, there has been incorporated under the laws of the State of Ohio, as a non-profit corporation, the Association for the purpose of exercising the functions aforesaid; and

WHEREAS, the Association joins in the Declaration for the purpose of accepting the duties and responsibilities imposed upon it by the protective covenants and restrictions herein contained;

NOW, THEREFORE, Developer declares that the real property described in Article II, Section 1 (the "Properties") shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, and further constitute covenants to run with the land and shall be binding upon Developer and its successor and assigns and all other owners of any part of said real property, together with their grantees, successors, executors, administrators or assigns.

ARTICLE I
DEFINITIONS

Section 1. The following words when used in this Declaration shall have the following meanings (unless the context shall prohibit):

(a) "Township" shall mean and refer to the Hudson Township, Ohio, a municipal entity organized and existing under the laws of the State of Ohio, and any successor thereto. It is specifically agreed and acknowledged by all parties to these Covenants and Restrictions that the Township is and shall continue to be a third party beneficiary to, and has the authority to administer and enforce, these Covenants and Restrictions as they relate to the Community's property and Common Facilities located thereon.

(b) "Common Facilities" shall have the meaning scribed thereto above.

(c) "Declaration" shall mean and, refer to this Declaration of Covenants, Restrictions and Easements and any subsequent supplements or amendments.

(d) "Improved Lot" shall mean and refer to (1) any Lot having sanitary sewer, storm sewer, water lines and paving abutting thereon, and for which a building permit is available, or (2) any lot upon which a Living Unit has been or will be being constructed.

(e) "Living Unit" shall mean and refer to any attached or detached single family dwelling located on a Lot.

(f) "Lot" shall mean and refer to any plot of land shown upon the plat of Nottingham Gate Estates Subdivision Phase I and any subsequent phases of Nottingham Gate Estates Subdivision as may be recorded with the Summit County Recorder.

(g) "Member" shall mean and refer to all who are members of the Association as provided in Article III, Section I hereunder.

(h) "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot and/or Living Unit situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee, unless and until such mortgagee

(i) "Resident" shall mean and refer to one or more persons or entities owning a Lot.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Section 1 - The Initial Property. The initial real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Hudson Township, Ohio, being Nottingham Gates Estates Subdivision Phase I as recorded in Cabinet I, Slide 748-750 of the Summit County Records, which property is more fully described on Exhibit A attached hereto and made a part hereof, as may supplemented, amended or expanded pursuant to Section 2 of this Article II.

Section 2 - Additional Properties. Developer or the Association may (but shall not be required to) add to the property encumbered by this Declaration all or any portion of the real property described on Exhibit B attached and made a part hereof (the "Additional Property"). Upon inclusion of the Additional Property, or any portion thereof under this Declaration, said included property shall be fully bound by and subject to this Declaration. Such additional Property shall be added to this Declaration by the recording with the Summit County Recorder of an amendment to this Declaration signed by Developer or the Association.

Section 3 - Common Facilities. Common Facilities are the Facilities as more particularly defined in Article I above.

Section 4 - Mergers. Upon any merger or consolidation of the Association with another association, its properties, right and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving or consolidated association pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties, except as hereinafter provided.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION

Section 1 - Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants or record to assessment by the Association, including contract sellers, shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2 - Voting Rights. The membership of the Association shall be divided into two classes entitled to the voting rights hereinafter (as in the Code of Regulations of the Association) set forth with respect to such classification.

The Association shall have two classes of voting membership, namely Class A and Class B.

Class A. Class A members shall be all those Owners as defined in Article I with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the fee simple interest or interests. When more than one person hold

such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be Developer. Notwithstanding anything in this Declaration to the contrary, until all of the Lots have been sold and conveyed, the Class B Member shall have a total number of votes equal to not less than the number of votes cumulatively held by all other Members, plus one (1) vote, providing the Class B Member with a majority of votes of the Association.

Section 3 - Articles and Code of Regulations of the Association. The Articles of Incorporation and Code of Regulations of the Association may contain any provisions not in conflict with this Declaration or any supplemental declaration as are permitted to be set forth in such Articles and Code of Regulations by the non-profit corporation law of the State of Ohio, as it may be in effect from time to time.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON FACILITIES

Section 1 - Title to Common Facilities; Duty to Maintain.

The Developer shall retain the legal title in the Common Facilities until such time as it has completed any improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any other provision herein, the Developer hereby covenants for itself and its successors and assigns that it shall convey the Common Facilities and real property related thereto to the Association at such time all improvements are installed.

The Developer shall have the duty to maintain all Common Facilities until such time as they have been completed and paid for in full and the responsibility to maintain the same has been transferred to the Association. Thereafter, it shall be the duty of the Association to pay the expenses of operating and maintaining the Common Facilities.

Section 2 - Extent of Members' Easements. The rights and easements of enjoyment created by this Article IV shall be subject to the following:

(a) The right of the Developer, and of the Association in accordance with its Articles of Incorporation and Code of Regulations, to borrow money for the purpose of improving the Common Facilities and in aid thereof to mortgage said properties;

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Facilities against

foreclosure;

(c) The right of the Association, in accordance with its Articles of Incorporation and Code of Regulations, to adopt uniform rules and regulations governing the use of the Common Facilities;

(d) The right of the Association to charge reasonable fees for the use of the Common Facilities to non-members of the Association.

(e) The rights of the Association to dedicate or transfer all or any part of the Common Facilities to any municipality or any public agency, authority or utility, for such purposes and subject to such conditions as may be determined at a meeting of the Members by the affirmative vote of members entitled to exercise two-thirds (2/3) of the voting power of each class of members of the Association.

Section 3 - Extension of Privileges. The Developer and, after transfer of title to the Common Facilities, the Association shall have the right to grant and assign easements for the maintenance, repair, operation and control of such retention basin in, over and upon the Common Facilities to a properly constituted public authority or public utility. No Owner shall in any way hinder or obstruct the operation and flow of the drainage system. No structures (including but not limited to sidewalks and driveways), plantings or other materials shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas or which may change, retard, or increase the flow of water through the respective easement areas. The easement areas and all improvements therein shall be maintained continuously by the Association, unless those easement areas are accepted by the Hudson Township and which has formally undertaken to maintain.

Section 4 - Easement to Developer. The Association hereby grants to Developer an easement for the operation, maintaining and repair of the Common Facilities and the real property related thereto and such easements as Developer may need for the development of the Property and the Additional Property. Such easements shall terminate when Developer no longer owns any interest in the Property or the Additional Property.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENT

Section 1 - Creation of the Lien and Personal Obligation of Assessment. The Developer for each improved Lot owned by it within The Properties hereby covenants, and each Owner of any Improved Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association; (1) annual

assessments or charges; and (2) special assessments for the operation, maintenance, repair and replacement of the Common Facilities and any other capital improvements to the Common Facilities, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Assessments shall be charged to Improved Lots, and shall be in the same amount for each Improved Lot.

Section 2 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the members and in particular, for the improvement, maintenance of the properties, services and Common Facilities devoted to this purpose and related to the use and enjoyment of the Common Facilities.

Section 3 - Basis and Maximum of Annual Assessments. The date of commencement of the annual assessment period shall be based upon the date on which the Common Facilities are completed and in operation and shall be fixed by the Board of Trustees pursuant to Section 7 hereunder. Commencing on such date the annual assessment shall be Two hundred forty Dollars (\$ 240.00) or per-rated portion thereof, per Lot. The Developer shall be obligated to pay one-tenth (1/10) of such assessment for each Lot owned by the Developer. Thereafter, the annual assessment may be increased by vote of the members as hereinafter provided, for each succeeding yearly period.

The Board of Trustees of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4 - Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital implement upon the Common Facilities, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

The assessments set out above are enforceable under Article V,

Section 9, of these Covenants and Restrictions.

Section 5 - Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 of this Article, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by said Section 3 prospectively for any such period, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6 - Quorum for any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Section 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence of Members entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth in Section 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7 - Date of Commencement of Assessments. Subject to the provisions of Section 3 of this Article V, the annual assessments provided for herein shall commence on the date which shall be the first day of a January 1, 1994 fixed by the Board of Trustees of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of January of said year.

The amount of the annual assessments which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve (12).

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessments.

Section 8 - Duties of the Board of Trustees. The Board of Trustees of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each Assessment

period at least thirty (30) days in advance of such date or period an shall, at that time, prepare a roster of the properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

Section 9 - Effect of non-Payments of Assessments Personal Obligation of the Owner; The Lien; Remedies of the Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent, together with such interest thereon and cost of collection thereof as hereinafter provided.

If an annual or special assessment, or installment of a special assessment, is not paid within thirty (30) days after the due date, such delinquent assessment or installment shall bear interest from the due date at the rate of eight percent (8%) per annum, and the Association may after such thirty (30) day period bring an action at law against the Owner responsible for the payment of such assessment, and (additionally or alternatively) may foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessment or installment amount as above provide, together with the costs of the action and reasonable attorney's fees in an amount to be determined by the court.

The personal obligation of the then Owner to pay such assessments shall remain his or her personal obligation and shall not pass to his or her successors in title unless expressly assumed by them.

The Association may file in the office of the County recorder a Notice of Lien to evidence any delinquent assessment or installment, but the Association shall not be under any duty to file such Notice of Lien, and its failure or omission to do so shall not in any way impair or affect the Association's lien and other rights in and against the property and against the owner of such property.

Section 10 - Subordination of the Lien in Primary Mortgagee. The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage placed upon the properties subject to the assessment; provided, however, that such subordination shall apply only to the assessments which have become

due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments.

ARTICLE VIII
GENERAL PROVISIONS

Section 1 - Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representative, heirs, successors and assigns for a term of twenty-five (25) years from the date of this Declaration is recorded, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) year unless terminated by means of the execution of an instrument signed by the then Owners of two-thirds (2/3) of the Lots.

Section 2 - Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner of the records of the Association at the time of such mailing.

Section 3 - Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4 - Binding Effect. Each Grantee accepting a deed, lease or other instrument conveying any interest in an Improved Lot or Living Unit, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by this Declaration.

Section 5 - Assignability. The Developer, its successors and assigns, notwithstanding any other provision herein to the contrary, shall at all time have the right to fully transfer, convey and assign all of its rights, title and interest under this Declaration, provided that such transferee, grantee or assignee shall take such rights subject to all obligations also contained herein.

Section 6 - Modification. Subject to Developer's right to add all or part of the Additional Property to the real property

encumbered by these Covenants and Restrictions, the Covenants and Restrictions of this Declaration may be modified, effective on the ninetieth (90th) day following a meeting of the members held for such purposes, by the affirmative vote of the City and of member entitled to exercise ninety percent (90%) of the voting power of the Association, and if there be more than one class of the Membership, then by the affirmative voting of Members entitled to exercise ninety percent (90%) of the voting power of each class provided that written notice shall be given to every Member at least sixty (60) days in advance of the date of the meeting stating that such modification will be considered at such meeting. Promptly following the meeting at which such modification is enacted, the President and Secretary of the Association shall execute and record an instrument reciting such modification.

Section 7 - Severability. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE IX RESTRICTIONS

Section 1 - Restrictions. Use and development of the Property and any and all Lots created therefrom and of any future property subject to this Declaration shall be subject to the following restrictions:

(a) No trailer, basement, tent, shack, barn, garage, satellite dish, radio towers, television towers or other type of temporary building or shelter shall be used for habitation either permanently or temporarily.

(b) no cattle, horses, swine or poultry shall be kept or harbored on any lot and all other animals shall be confined within the building setback lines shown on the plat.

(c) No fence shall be allowed to extend nearer to the street than the building setback lines shown on the plat, except that in the case of swimming pools the regulations of the governmental authority having jurisdiction shall govern.

(d) No trailers of any kind, boats or recreational vehicles, such as truck campers, motor homes, etc., may be kept or stored on any lot, unless such trailers and vehicles are kept or stored within a garage.

(e) There shall be no on-street overnight parking.

(f) An easement ten (10) feet in width contiguous to the front, rear, and side lot lines of all lots is hereby reserved for the County of Summit, other governmental entities, and other

utility companies for the purpose of constructing, operating, and maintaining sanitary sewers, water lines, open or closed storm sewers, telephone, electric, gas, cable television, and other utilities.

(g) All lots conveyed shall be used exclusively for single family residential purposes, and only one such residence shall be permitted on each lot. The Owner of each Lot shall be required to plant at least three (3) trees in front of any residence constructed thereon.

(h) No trade, business, or other type of commercial activity shall be carried on or upon any lot; provided however, an owner of a single family residence may rent said property for a single family residential use, and (2) an owner may operate a home office in his or her residence if such home office operations are not externally visible or offensive to the neighboring Lot owners.

(i) Single family residences may be a one story, a one and one-half story, or two story design, or any other design approved in writing by L & V Equipment Rental, Inc.

(j) The minimum living area of all residences shall be 1,800 square feet. The method of determining the square foot area of all structures and additions or enlargements thereto shall be to multiply the external horizontal dimensions of the structure at each floor level. "Living area" shall not include garages, carports, screened porches, basements (excepting family recreation rooms), patios, terraces, etc.

(k) All building plans and specifications shall be approved by a committee consisting of the officer of Developer or its successors, administrators or assigns.

(l) All garbage or trash containers, oil tanks, and bottled gas tanks shall be placed underground or placed in screened areas so that they shall not be visible from adjoining properties.

(m) All residences shall have a paved concrete driveway.

(n) No fence will be permitted that is higher than four (4) feet or is made of metal or wired material.

(o) All residences shall be set back fifty (50) feet from the street right-of-way lines.

(p) The design of the front elevations of a particular residence shall not be repeated four (4) times on the same side of any street.

(q) No outdoor clothes drying shall be permitted.

(r) Brick to grade shall be required on the front elevation of residences constructed on the Property.

(s) All lots shall be landscaped within six (6) months of homeowner possession, except when homeowner possession takes place between May 1st and October 1st, in which case the lot shall be landscaped within three (3) months of homeowner possession.

(t) No unsightly growth such as weeds, underbrush, or the like shall be permitted to grow or remain upon any lot, and no refuse, pipe or unsightly objects shall be placed or remain anywhere thereon; However, the natural wooded and ground cover conditions of portions of a lot may remain provided they are aesthetically pleasing to the appearance of the development as a whole. In the event that any lot owner shall fail or refuse to keep the lot free from weeds, underbrush, refuse piles or other unsightly growths or objects, L & V Equipment Rental, Inc. and the other lot owners within the development shall have the right, upon fourteen (14) days written notice to the offending lot owner, to remove the same at the expense of said lot owner. Entrance onto such owner's lot for such purpose shall not be deemed a trespass.

(u) All mail and paper boxes installed in front of the house shall be mounted on a 4" x 4" wood post.

(v) This subdivision shall at all times be subject to and in compliance with Title 33 of Code of Federal Regulations, Pages 328 through 330, inclusive to the extent lands within the subdivision constitute federally regulated wetlands or waters. To the extent that land conveyed under any deed is located within federally regulated wetland areas, there shall be no dredging or filling within the delineated wetland areas, without the prior authorization of the Department of Army, Corps of Engineers, from which appropriate permits shall be obtained, pursuant to applicable provisions of Title 33 of the Code of Federal Regulations. The foregoing restrictions shall constitute covenants to run with the land in perpetuity and are expressly accepted by any Grantee as conditions of purchase of the land conveyed by any deed, and shall be binding upon all parties and all persons claiming by, through, from or under a Grantee.

(w) No dirt is to be removed from any project site without the approval of Developer or its successors, administrators or assigns. A dump site may be provided by Developer, at Developer's option.

(x) All houses shall have gas or electric light fixtures on a pole located 1 foot outside utility easement and 2 feet from driveway, minimum height to be 7 feet, which shall be illuminated from sun down to sun rise.

Section 2 - Enforcement. The above restrictions shall run with the land and shall be enforceable by Developer, the Association or the owner of Lots to the fullest extent permitted by law.

ARTICLE X
DESIGN REVIEW COMMITTEE

Section 1 - Design Review Committee. The "Design Review Committee" (sometimes referred to as the "Committee") shall be composed of three (3) natural persons who need not be Members of the Association or Occupants. It is recommended, but not required, that one (1) member of the Design Review Committee be an architect. All of the persons who shall serve on the Committee shall be designated from time to time by (a) Developer for so long as the Developer is a Class B member of the Association, unless Developer shall sooner notify the Board in writing that Developer has waived its rights under this subsection (a); and (b) the Board of the Association thereafter. The affirmative vote of two (2) members of the Design Review Committee shall be required in order to adopt or promulgate any Rule or to issue any permit, authorization or approval pursuant to this Article X.

Section 2 - Plan Approval.

(a) Unless and until an application, plans and specifications shall have been submitted to and approved in writing by the Committee, (i) no building or structure shall be commenced, erected, placed, moved on to or permitted to remain on the Property; (ii) no building or structure shall be altered, modified or changed in any way which changes its exterior or appearance; (iii) no new use shall be commenced or made on the Property or any part of the Property; (iv) no grading shall be commenced or changed; and (v) no landscaping shall be installed or changed. In addition, such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Committee.

Notwithstanding anything to the contrary in the foregoing, the provisions of this subsection shall not be applicable to Developer or to any entity related to or affiliated with Developer.

Subject to subsection (b) below, the decision of the Committee shall be based upon the restrictions set forth in this Declaration.

(b) The Committee shall have power, and authority to approve and disapprove any plans and specifications submitted and shall have the right to disapprove any plans and specifications submitted because of any of the following: (i) failure of such plans and specifications to comply with any such covenants and restrictions or any such design and construction criteria; (ii) failure to include information in such plans and specifications as may have

been reasonably requested; (iii) incompatibility of design or appearance of any proposed structure or building with any existing or contemplated structures or buildings upon the Property; (iv) objection to the location of any proposed structures or buildings upon any portion of the Property; (v) objection to the grading plan; (vi) objection to the color scheme, finish, proportions, style or architecture, height, bulk or appropriateness of any proposed building or structure; (vii) objection based solely on aesthetic reasons; (viii) failure to conform to the subdivision plat approved by the City Planning Commissioner or Building Commissioner; or (ix) any other matter, in the reasonable judgment of the Committee, that will render the proposed building or structure or use inharmonious with the general plan of the improvement of the Property. The Committee, in its sole discretion, also shall have the authority, power and right to grant variances or exceptions from the restrictions stated in this Declaration if, in the sole opinion of the Committee, such a variance or exception is reasonable under the circumstances.

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

3. Appeal. If the Committee shall disapprove any plans and specifications submitted, there shall be a right to appeal such decision to the Board. Such appeal must be submitted to the Board by the applicant, in writing, within thirty (30) days after receipt of notice of the decision from the Committee. No later than thirty (30) days after receipt of notice of appeal, the Board shall examine the plans and specifications submitted, as well as the grounds upon which the Committee disapproves such plans and specifications. The affirmative vote of two-thirds (2/3) of the members of the Board shall be required to reverse or modify a decision of the Committee.

4. Violations/Enforcement. If any Owner shall alter, erect, place or maintain any building or structure upon any portion of the Properties, or commence any use, other than in accordance with plans and specifications approved by the Committee (unless except pursuant to the provisions of this Article X, such alteration, erection, placement or maintenance of use shall be deemed to have been undertaken in violation of this Article X, and without the required approval. Upon written notice from either the Committee, any Board member or Developer, Owner shall promptly remove or alter any such building or structure and/or shall terminate any such use.

If, within fifteen (15) days after written notice of such a violation, such Owner has not taken reasonable steps toward the alleviation or termination of such violation or is not pursuing remedial action with due diligence, Developer shall have the right, through its agents and employees, to enter upon the applicable Lot and/or Living Unit and summarily to remove any such building or structure, or to take such steps as may be necessary to extinguish such use, or to cure the violation. In addition to the foregoing, Developer shall have the right to obtain an injunction from any court having jurisdiction for the cessation of such alteration, erection, maintenance or use which is in violation of this Article X. The rights and remedies of Developer contained in this Article X shall be non-exclusive and in addition to any other rights or remedies available at law or in equity. Subject to the By-Laws of the Association, an Owner in violation of this Article X shall be obligated to the Association and/or Developer for the amount of all costs and expenses, including attorney's fees incurred to remedy any such violation. If such amounts are not paid within ten (10) calendar days following such notification, then such amount shall be "delinquent" and shall, upon perfection, become a continuing lien upon the Lot of such Owner. In addition, such Owner shall be liable jointly and severally for any obligations of any occupant of such Owner's Living Unit.

5. Budget. Developer and the Association shall establish an annual budget for the cost and expenses of the Committee which may include, among other things, compensation for the members, support staff and the employment of professional consultants. The budget shall be part of the common cost of the Association. The Board and/or the Committee shall have the right to charge fees for the processing of applications, plans and specifications are approved or disapproved. Developer shall be exempt from any such fees.

6. Miscellaneous.

(a) No member of the Design Review Committee shall be liable to the Association, any Member or any Owner for his acts or omissions or failure to act.

(b) Any consent, permission, variance, exception, or approval of the Design Review Committee, Developer or Association shall not be effective unless such consent, permission, variance, exception, or approval is in writing and signed by the Design Review Committee, Developer or Association, as applicable.

IN WITNESS WHEREOF, the Developer and Association have hereunto set their hand at Cleveland, Ohio, the date and year first above written.

Signed and acknowledged
in the presence of:

Timothy J. Grendell
TIMOTHY J. GRENDOLL
Ray Henry Jr
RAY HENRY JR

Timothy J. Grendell
TIMOTHY J. GRENDOLL
Ray Henry Jr
RAY HENRY JR

State of Ohio)
County of Cuyahoga) ss.

Sworn to and subscribed before me by Louis DiNovi
the CHAIRMAN of L & V Equipment Rental, Inc., an Ohio
corporation, on behalf of said corporation.

Date 9-29-93

State of Ohio)
County of Cuyahoga) ss.

DEVELOPER:

L & V Equipment Rental, Inc
An Ohio Corporation

By: Louis DiNovi
Louis DiNovi

Title: CHAIRMAN

NOTTINGHAM GATE ESTATES
HOMEOWNERS ASSOCIATION
AN OHIO NOT-FOR-PROFIT
CORPORATION

By: Louis DiNovi
Louis DiNovi

Its: President

Ray Henry Jr
Notary Public
RAY HENRY JR.
Notary Public - State of Ohio, Lorain Cty.
My Commission Expires Oct. 26, 1993

Sworn to and subscribed before me by Louis DiNovi
the President of Nottingham Gates Homeowners
Association, an Ohio Not-For-Profit corporation, on behalf of said
corporation.

Date 9-29-93

Ray Henry Jr
Notary Public
RAY HENRY JR.
Notary Public - State of Ohio, Lorain Cty.
My Commission Expires Oct. 26, 1993