Corey Creek Manor

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DECLARATION OF RESTRICTIONS
FOR COREY CREEK MANOR

This Declaration of Restrictions is made by Boris Enterprises, LLC, an Ohio limited liability company (hereinafter referred to as "Developer") as the owner of Lots One (1) through seventeen (17), inclusive, in Corey Creek Manor ("CCM"), a Subdivision in Sylvania Township, Lucas County, Ohio, (each a "Lot" and collectively the "Lots"), on October 20, 2005.

Developer makes this Declaration of Restrictions ("Declaration") to establish certain rights in and restrictions upon itself and all subsequent owners of Lots in CCM to enhance the desirability of CCM as a residential community by providing a general plan for the development and improvement of CCM to ensure that CCM is developed, improved, used, occupied, maintained and enjoyed as an architecturally harmonious and desirable residential area which will enhance the general welfare, quality of life, and the property values of all the Owners (as hereinafter defined).

ARTICLE I
DEFINITIONS

1.01 "Architectural Committee" shall mean Architectural Control Committee created and established pursuant to Article III and having the authority and responsibilities described in this Declaration.

1.02 "Association" shall mean the Corey Creek Manor Owners Association, a corporation not for profit which Developer shall cause to be formed and to which shall be delegated and assigned at one or more times determined by Developer the power, authority, duty and obligation: (a) to enforce and administer the covenants, conditions, restrictions, reservations, licenses and easements contained herein that govern CCM and all buildings and other Improvements erected on any portion of CCM and all uses of such Improvements and the land within CCM; (b) to establish, collect and disburse all assessments and charges deemed necessary for such administration and enforcement and for the maintenance of all Common Areas in CCM; and (c) to perform such other services as may be deemed desirable to benefit the Owners all as hereinafter provided.

1.03 "Building Areas" shall mean the areas established and designated on each Lot (except for Lot 17) within which the Dwelling is required to be constructed after approval by the Architectural Committee pursuant to Article III hereof.

1.04 "CCM" shall mean Corey Creek Manor, the single-family, residential community planned for and developed on Lots one (1) through seventeen (17), inclusive, as reflected on the Plat.

1.05 "Common Areas" shall mean those certain areas designated for the common use of the Owners in CCM, including but not limited to the Lot A Common Area, the Lot B Common Area, the Lot C Corey Creek Road Private Place, and all other areas designated as Common Areas on the Plat (as hereinafter defined).

1.06 "County" shall mean and refer to Lucas County, a political subdivision of the State of Ohio, specifically including each and all of its departments and agencies.

1.07 "Declaration" shall mean this Declaration of Restrictions for CCM and all amendments, modifications and supplements thereto as are from time to time properly enacted.
1.08 "Developer" shall mean Boris Enterprises, LLC, an Ohio limited liability company and its successors and assigns to whom all or part of Developer's rights and obligations have been assigned in accordance with the terms of this Declaration.

1.09 "Dwelling" means a single-family, private home.

1.10 "Existing Home" shall mean and refer to the Dwelling located on Lot 17 that was already constructed and in existence as of the time of recording of the Plat.

1.11 "Governmental Regulations" shall mean and refer to all applicable laws, statutes, codes, ordinances, rules, regulations, limitations, restrictions, orders, judgments or other requirements of any governmental authority having jurisdiction over CCM or any Improvements constructed or located thereon, including, without limitation, those pertaining to building and zoning.

1.12 "Improvements" shall mean and refer to all structures and appurtenances thereto of every type and kind, including but not limited to dwellings, buildings, outbuildings, garages, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, permanent flagpoles, signs, exterior air conditioning equipment, play houses, swing sets and tree houses. Improvements shall also mean any excavation or fill and any diversion ditch, fill or other device which affects or alters the natural flow or level of water over any portion of CCM.

1.13 "Lot" shall mean any numbered parcel of land shown upon the Plat.

1.14 "Member" and or "Members" shall mean and refer to all those Owners who are entitled to membership in the Association as provided in Article IV hereof.

1.15 "Owner" shall mean the record owner, from time to time, whether one or more Persons, of a fee simple title to any Lot, including the Developer, its successors and assigns, but excluding those having an interest in a Lot merely as security for the payment of a debt or the performance of any obligation.

1.16 "Person" shall mean and refer to a natural person, firm, corporation, limited liability company, partnership, or any legal entity, public or private.

1.17 "Planning Criteria" shall mean and refer to the guidelines for construction and maintenance of all Improvements upon Lots which are set forth in Exhibit A attached hereto and any amendments or additions thereto adopted pursuant to this Declaration.

1.18 "Plat" shall mean and refer to Plat One of CCM as recorded on October 27, 2005 at Instrument Number 20051027-0040538, of the Lucas County, Ohio, Plat Records.

1.19 "Rules" shall mean and refer to the rules adopted by the Association pursuant to Section 4.12 hereof, as they may be amended from time to time.

**ARTICLE II**

**REGULATION OF USES**

2.01 Land Use: Each lot shall be used and occupied only for private, single-family residential purposes. No Dwelling, building or any portion thereof or other Improvement situated on any Lot shall be rented or leased. No industry, trade, business, occupation or profession shall be conducted, maintained or permitted upon any portion of any Lot other than the use of a portion of a Dwelling as a
home office for the Owner's business or occupation, provided the activity conducted therein does not result in members of the public visiting the Dwelling on a regular basis.

2.02 Improvements. No improvements other than one Dwelling and other improvements permitted under this Declaration shall be constructed, reconstructed or allowed to remain on any Lot. All such improvements shall be constructed or reconstructed in a manner consistent with the Planning Criteria and only after such improvements are approved by the Architectural Committee as provided in this Declaration. As described in Section 3.11, Developer's affiliate, The Berman Building Company, Inc., is to be the contractor to build all new homes in CCM.

2.03 Subdivision. No Lot shall be resubdivided, replatted or divided nor shall less than the whole of a Lot be conveyed by Owner without first obtaining the approval of the Architectural Committee.

2.04 Offensive Activity. No illegal, noxious, unpleasant, unsightly or offensive activity shall be carried on or conducted upon any Lot or on any portion of CCM, nor shall anything be permitted or done thereon which is or may tend to become or cause an annoyance, nuisance, source of embarrassment or discomfort to the neighborhood or CCM.

2.05 Household Pets and Livestock. No animals, livestock or poultry of any kind shall be raised, bred, kept or maintained on any Lot, except that no more than a total of two (2) dogs, cats, or other usual household pets may be kept on a Lot, provided that they are not raised, bred, kept or maintained for any commercial purpose. All permitted animals shall be maintained within the Dwelling, on a leash affixed to a stake or similar devise of a length that will cause such pet to remain behind the rear of the Dwelling or in an enclosed fenced area (including a so-called underground electric fence) behind the rear of the Dwelling. Additional regulations regarding the harboring or maintenance of domesticated dogs, cats or birds may from time to time be established by Developer, and Rules (as described in Section 4.12) relating to such matter may from time to time be adopted by the Association. Any pet causing or creating a nuisance or unreasonable disturbance in the sole opinion of the Developer shall be subject to permanent removal and exclusion from CCM in accordance with the regulations established by Developer and/or the Rules adopted by the Association.

2.06 Storage of Vehicles or Equipment and Garage Doors. No motor vehicle or non-motorized vehicle, recreational vehicle, trailer, boat, marine craft, hovercraft, aircraft, tow truck, machinery or equipment of any kind may be parked or stored on any part of any Lot, unless such vehicle or object is completely concealed in a garage or enclosure approved by the Architectural Committee. Motor vehicles temporarily stored or parked in the existing carport on Lot 17 are excepted from this requirement, as are passenger automobiles, passenger vans, motorcycles, or pickup trucks that are in operating condition, have current license plates, are in daily use as motor vehicles on the streets and highways of the State of Ohio, and which do not exceed one-half ton capacity provided that they shall not be parked overnight in the Corey Creek Road Private Place or any other private or public rights of way in CCM. No portion of any Lot shall be used as a parking area for vehicles used in an Owner's trade or business, other than a private passenger automobile. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of an approved Improvement in the immediate vicinity.

After twenty-four (24) hours' written notice, any vehicle parked or stored in violation of these restrictions or in violation of any regulations adopted by the Developer or in violation of any Rules adopted by the Association (pursuant to Section 4.12) may be towed away or otherwise removed by or at the request of the Developer or the Association and at the sole expense of the Owner of the Lot upon which the vehicle is parked or stored, which expense shall constitute an Individual Assessment as provided in Section 5.08 hereof. In addition to the general release in Sections 4.14, in the event of such
towing or other removal, the Developer and/or the Association and their employees or agents shall not be
liable or responsible to the Owner of the Lot or the owner of such vehicle for trespass, conversion or
damage incurred as an incident to or for the cost of such removal or otherwise.

All garage doors shall be maintained in operable condition and remain closed at all times,
except for the temporary or short-term opening of same in connection with the ingress and egress of
vehicles, the use of the garage in connection with yard work and the loading or placement and unloading
or removal of other items customarily kept or stored therein.

2.07 Maintenance. Each Lot and all Improvements, including the Dwelling and
landscaping located thereon, shall at all times be kept and maintained in a safe, clean, wholesome and
attractive condition and shall not be allowed to fall into disrepair or become unsafe or unsightly. The
Owner of each Lot shall, at the Owner’s expense, keep such Lot, including any easement areas located on
such Lot, free of weeds, tall grass, dangerous tree limbs, trash and rubbish, and any other unsightly object.
Prior to the completion of a Dwelling, the Owner of the Lot shall maintain the Lot in a neat and orderly
manner, including the periodic mowing of the Lot and all portions of the Common Area located between
the front of the Lot and the adjacent private right-of-way. No Lot or any Common Area, including,
without limitation, the portions of the Common Areas containing ravines, shall be used or maintained as a
dumping ground for rubbish, lawn clippings, garbage or debris of any kind. Notwithstanding anything
contained herein to the contrary, each Owner shall have the right to maintain normal construction debris
on any Lot during the construction of Improvements thereon; provided, however, that such debris must be
removed in a timely manner and any such debris that is blown or transported in any other manner onto
any adjacent Lot shall be immediately removed by the Owner of the Lot from which the debris was
generated at the Owner’s sole expense. In no event shall any such construction debris remain on any Lot
after the Dwelling is occupied or the other Improvement in connection with which such debris was
generated is substantially completed. If the Owner fails to comply with this Section 2.07 then, after
giving the Owner fourteen (14) days’ written notice, the Developer shall have the right, but not the
obligation, to go upon such Lot to remove rubbish and any unsightly or undesirable conditions, things and
objects from the Lot, and take such other actions and perform and furnish any labor necessary or desirable
in its judgment to maintain the Lot in a neat and attractive condition, all at the expense of the Owner of
such Lot, which expense shall constitute an Individual Assessment against the Lot as provided in Section
5.08.

2.08 Garbage and Garbage Containers, and Collection. No garbage, trash containers
or their storage areas shall be visible from any public or private right-of-way or any adjacent or
neighboring Lot or property. All equipment for the storage or disposal of such material shall be kept in
clean and sanitary condition. Further, all garbage and trash containers and their storage areas shall be
designed and maintained so as to prevent animals from gaining access thereto. Additional Rules for the
storage, disposal and pick up of rubbish, debris, garbage and leaves may from time to time be established
by the Association.

2.09 Burning. No burning of trash, rubbish, garbage or other waste materials of any
type shall be permitted or conducted on any Lot. Nothing herein contained, however, shall be deemed to
prohibit the burning of wood, logs or charcoal in properly constructed or installed fireplaces, barbecue
cookers or the like, whether inside or outside the Dwelling.

2.10 Storage Tanks. No unsightly storage tanks shall be visible from the Corey Creek
Road Private Place or from any public or private right-of-way or any adjacent or neighboring Lot.

2.11 Mineral Exploitation. No exploration, mining, quarrying, or drilling for or
exploitation of gas, oil, phosphate or other minerals of any type or kind shall be conducted on any Lot.
2.12  **Burying and Dumping.** The burying or dumping of any garbage, debris, ashes, cans, animal feces, chemicals or oil on any Lot is specifically and permanently prohibited.

2.13  **Laundry and Clothes Drying.** No laundry or clothes drying lines or areas shall be permitted outside of any Dwelling on any Lot and no clothes or other articles shall be hung out or exposed on any Lot.

2.14  **Radio Transmission Equipment.** No radio, microwave or other electronic transmission equipment, including ham radios, citizens band radios, walkie talkies and the like, shall be operated on any Lot if the operation of any such equipment interferes with ordinary radio and television reception or equipment, including any central cable television, security system, or any other communication system.

2.15  **Water and Sewage Facilities.** No individual sewage disposal system (septic field or leech field) shall be permitted on any Lot. No individual water supply system including a water well, other than for the use of swimming pools, landscape, irrigation and similar purposes and only if the location is approved by the Architectural Committee, may be installed, operated and maintained on a Lot without the prior approval of the Developer, which approval may be withdrawn from time to time by notice to the Owner. Additional regulations related to water wells may from time to time be established by the Developer, and Rules relating to water wells may be established from time to time by the Association.

2.16  **Signs.** No sign, billboard or other advertising device shall be erected, placed or allowed to remain upon any Lot or upon or visible from the outside of any Dwelling without the consent of Developer first having been obtained. However, a standard one or two sided professionally prepared sign not exceeding six (6) square feet in area on a side displaying the names of otherwise advertising the identity of the architect, contractor, subcontractor, real estate broker or the like employed in connection with the construction, installation, alteration, improvement upon or the sale or leasing of a Lot shall be permissible. Discreet signs visible from the public or private rights-of-way with the address and/or the name of the Owner may be displayed upon approval of the Architectural Committee.

2.17  **Grades and Drainage.** Subject to any requirements established by the County, the Developer reserves the sole and exclusive right to establish grades, slopes, drainage easements and drainage swales for all Lots (except Lot 17) and to fix the grade at which any Dwelling or other Improvement shall be erected or placed thereon. The grade at which any Improvement shall be erected as established by Developer must be confirmed to by Owner. No portion of any Lot shall be filled, graded or regraded without the express written consent of the Developer. Storm water from any Lot shall not be permitted or allowed to drain or flow unnaturally and in a manner that is not consistent with the drainage plan for CCM adopted by the Developer or the County onto, over, under, across or upon any contiguous or adjacent Lot unless a drainage easement shall exist therefore. No Owner shall be permitted to alter the grade or the slope of any Lot or change the direction of, obstruct or retard the flow of surface water drainage, dig a pond or interfere in any other way with the established drainage pattern of the Lot or CCM unless adequate provision is made for proper drainage and is first approved in writing by Developer. Provided, however, if Developer, the County, or any other governmental body requires the modification of a slope or grade, the Owner of an affected Lot shall, at the Owner’s expense, make adequate provisions to change the grade or slope of any portion of his Lot.

2.18  **Landscaping.** The portion of each Lot between the Dwelling and any adjacent street shall not be used for any purpose other than that of a lawn, sidewalks, driveways if otherwise permitted, the planting of trees or shrubbery or the growing of flowers or ornamental plants for the purpose of beautifying the Lot, but no vegetables or grains of the ordinary garden or field variety shall be grown upon that portion of the Lot, and no weeds, underbrush or other unsightly objects shall be allowed
to be placed or allowed to remain anywhere thereon. No statutory, fountains or similar ornamentation shall be placed or allowed to remain upon any Lot between the Dwelling and any adjacent street or any other Dwelling without the approval of the Architectural Committee having first been obtained. Within two (2) months after the earlier of the substantial completion or occupancy of a Dwelling on any Lot, the portion of the Lot shown as yard on the plans approved by the Architectural Committee shall be hydroseeded or sodded. Notwithstanding the preceding sentence, if the Dwelling is substantially completed and occupied after October 31 and before the following February 28, the yard shall be hydroseeded or sodded not later than the succeeding April 30. At the time of installation of the lawn, the Owner of each Lot shall install and thereafter maintain an underground sprinkler system covering the entire landscaped portion of the Lot. However, ravines and areas designed to be left natural do not require irrigation.

2.19 Underground Utilities. All connections for all utility lines and facilities, including but not limited to water, storm and sanitary sewers, electricity, telephone and cablevision shall be located and installed underground from the proper connecting points to the Dwelling or concealed under or within a building or other on-site improvements in a manner acceptable to the providing utility and the Developer.

2.20 Reimbursement for Taps. Developer shall be reimbursed by the Owner of each Lot for the cost of any water, sanitary sewer or other utility tap servicing that Lot which Developer was required to advance in connection with the development of CCM. Such reimbursement shall be made at the closing of the purchase of the Lot or, if later, the date Developer pays the amount subject to reimbursement.

ARTICLE III
ARCHITECTURAL COMMITTEE

3.01 Composition of Architectural Committee. The Architectural Committee shall consist of three (3) members. The following are hereby designated as the initial members of the Architectural Committee:

Todd W. Berman
Aldo Santacroce
David M. Filas

Each member shall hold office until he has resigned or has been removed and his successor has been appointed, as provided herein. Developer shall have full right, authority, and power to appoint and remove the members of the Architectural Committee and shall be obligated to cause the Architectural Committee to perform its functions as provided herein until a Dwelling is constructed on each Lot unless, prior to that time, Developer determines in its sole discretion to assign the duties, rights, powers, authority and obligations of the Architectural Committee to the Association. From and after substantial completion of a Dwelling on each Lot or, if earlier, the assignment by the Developer of the functions and obligations of the Architectural Committee to the Association, the Association shall have full right, authority, and power to appoint and remove the members of the Architectural Committee and shall be obligated to perform the functions of the Architectural Committee, as provided herein and in accordance with the Rules, if any, adopted by the Association.

3.02 Planning Criteria. The Developer, in order to establish guidelines and requirements for Owners concerning construction and maintenance of improvements within CCM, hereby promulgates the Architectural Committee Planning Criteria ("Planning Criteria"), which are attached hereto as Exhibit A. The Developer declares that each and every Lot shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria, as amended from time to time by the Architectural Committee. However, notwithstanding anything else contained herein or in the Planning
Criteria, it is acknowledged and agreed that the Existing Home on Lot 17 shall not be subject to the Planning Criteria, so long as such Existing Home is maintained in the same general condition and appearance as it is in at the time of execution and recording of this Declaration.

3.03 Powers, Authority and Duties. The Architectural Committee shall have the following powers, authority and duties:

(a) To amend from time to time the Planning Criteria. Any amendments shall be set forth in writing and be made known to all Members and to all prospective Members of which the Association has notice. Any amendment may include any matters considered appropriate by the Architectural Committee not inconsistent with the provisions of this Declaration.

(b) To consider and act upon any and all proposals, plans and specifications submitted for its approval for Improvements proposed to be constructed, reconstructed or maintained within CCM as well as any exterior additions to or changes or alterations of Improvements previously approved.

(c) To approve any plans and specifications for Lot grading and landscaping.

(d) To require to be submitted to it for approval samples of any building or other materials and exterior colors proposed to be used in connection with any Improvement.

(e) To require each Owner or the Owner’s agent to submit two (2) copies of all plans, specifications and other information reasonably requested by the Architectural Committee prior to applying for any commitment for construction financing and/or obtaining a building permit.

(f) To condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, and to require submission of additional plans and specifications or other information prior to approving or disapproving any submission.

(g) To issue guidelines setting forth the procedures for the submission of proposals, plans and specifications for approval, a reasonable fee to accompany each application for approval, and setting forth additional factors which it will take into consideration in reviewing submissions. The Architectural Committee may not require the payment of any fee prior to the transfer by Developer of the authority to appoint members of the Architectural Committee to the Association.

(h) To employ, retain and compensate as consultants for the review of plans and specifications, architects, landscape architects and engineers.

(i) In addition to the Architectural Committee, the Members shall have the authority, from time to time, to include within the promulgated Planning Criteria other restrictions or amendments to existing restrictions considered appropriate by the Members not inconsistent with the provisions of this Declaration. Any such amendment shall be made in accordance with this Declaration and the Rules, if any, adopted by the Association.

3.04 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing designate one or more of its members to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to Section 3.08. In the absence of such designation the vote of any two (2) members of the Architectural Committee taken with or without a meeting, shall constitute an act of the Architectural Committee.
3.05 Approval. No Improvement or any addition to or alteration of any existing Improvement shall be constructed, reconstructed or allowed to remain upon any Lot unless and until the Improvement has been approved by the Architectural Committee. Any Owner required to obtain the approval of the Architectural Committee for any Improvement shall furnish the Architectural Committee with plans and specifications showing the nature, type, shape, height, architectural style, exterior materials, exterior colors and location of the Improvement. The Architectural Committee shall approve any such proposals or plans and specifications submitted to it only if it determines in its sole discretion that the construction, alterations and additions contemplated thereby and the locations indicated will not be detrimental to the overall development and appearance of CCM as a whole, satisfies the Planning Criteria, is in harmony with the surrounding Dwellings, Improvements and topography, and is aesthetically attractive and architecturally well designed. The Architectural Committee may adopt and change from time-to-time one or more forms, checklists or similar documents to be completed by the Owner or the Owner’s agent for the purpose of submitting or summarizing any information that may be required by the Architectural Committee in exercising its authority hereunder (a “Submission Form”). The Architectural Committee may require the submission of a properly completed Submission Form and such other information as the Architectural Committee reasonably requires as a condition to the review and approval of any proposed improvement or any other action that requires the Architectural Committee’s approval under the terms of this Declaration, including, without limitation, plans, specifications, a site plan, details, drawings of elevations, samples of exterior construction materials, color schemes and landscaping plans. All such information shall be submitted to the Architectural Committee and the Architectural Committee’s approval shall be obtained before any Owner applies for financing or a building permit for such Improvements. One complete set of the plans, specifications, and, if requested, Submission Form and other information or samples of materials shall become the property of the Architectural Committee. The approval of the Architectural Committee of any proposed Improvement or requested variance shall be effective only if approved in a written document executed by at least two members of the Architectural Committee or one duly authorized member. Notwithstanding the foregoing, if the Architectural Committee fails to approve, modify or disapprove in writing any application within thirty (30) days after submission of plans, specifications and all other information requested by the Architectural Committee, approval will be deemed granted; provided, however, if additional plans, specifications or other information or changes to the proposed Improvement or variance are requested by the Architectural Committee, the running of the thirty (30) day period shall be extended until the requested information is provided in a satisfactory manner and for an additional fourteen (14) days thereafter. All Improvements shall be constructed, reconstructed or installed in strict compliance with the plans, specifications and other information approved by the Architectural Committee; however, any renovations, repairs and alterations of or to the Existing Home on Lot 17 shall be approved by the Architectural Committee so long as the general condition and appearance of such Existing Home is preserved and maintained (as described in Section 3.02).

3.06 No Waiver of Future Approval. The approval of the Architectural Committee of any Improvement or any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute approval or a waiver of the Architectural Committee’s right to withhold approval for or create any obligations of the Architectural Committee to approve any similar proposal, plans and specifications, drawing or matter subsequently or additionally submitted for approval by the Owner receiving the approval, any subsequent Owner of the Lot to which the approval applies, or the Owner of any other Lot.

3.07 Non-Liability of Architectural Committee. Neither the Architectural Committee nor any member thereof shall be liable to the Association or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Committee’s duties hereunder, unless due to the wilful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any
3.08 Variances. The Architectural Committee may authorize variances from compliance with any of the provisions of this Declaration, including the Planning Criteria when the Architectural Committee determines in its sole discretion that circumstances such as topography, natural obstructions, hardship, lot size or configuration, or aesthetic or environmental considerations justify the variance. If such variances are granted, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions hereof covered by the variance and shall not create any right of any other Owner to be granted a similar variance.

3.09 Reimbursement. At all times after control of the Architectural Committee transfers from the Developer to the Association pursuant to Section 3.01, the members of the Architectural Committee shall be entitled to reimbursement for expenses incurred by them in the performance of their duties hereunder, including the payment of consultants retained as authorized in Section 3.03(h) hereof.

3.10 Enforcement of Criteria for Building Plans and Specifications. In addition to the other duties set forth above, the Architectural Committee, along with the Developer and the Association, shall have the right and authority to enforce the provisions hereof relating to Improvements, including those set forth in the Planning Criteria, all as amended from time to time by the Architectural Committee or the Association. Should any Owner fail to comply with the requirements hereof, including those set forth in the Planning Criteria, after fourteen (14) days' written notice, the Developer, the Architectural Committee and the Association shall each have the right but not the obligation to enter upon the Lot, make such corrections or modifications as are necessary or remove anything in violation of the provisions hereof and charge the cost thereof to the Owner as an Individual Assessment against the Lot as provided in Section 5.08. In entering a Lot to make such corrections, modifications or removal, the Developer, the Architectural Committee or the Association, as the case may be, shall not be deemed guilty of any manner of trespass. Should the Developer, Architectural Committee and the Association enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on the appeal of any judicial proceedings, shall be collectible from the Owner and shall constitute an Individual Assessment against the Lot as provided in Section 5.08.

3.11 Developer to be Sole Builder. Because of the irregular and unusual size, shape and topography of the Lots and the amenities of CCM, Developer requires that Developer's Affiliate, The Berman Building Company, Inc., shall be the contractor to construct all Dwellings (and related Improvements) on Lots 1-16, inclusive. Each and every sale or transfer of a Lot in CCM that is made prior to the construction of a Dwelling thereon shall be made (and deemed made) by Developer subject to the requirement that the Dwelling on such Lot shall be constructed by Developer.

ARTICLE IV
THE ASSOCIATION

4.01 Owner's Association. Developer shall cause to be incorporated a non-profit corporation under the laws of the State of Ohio, called the "Corey Creek Manor Owners Association" (the "Association"). All owners of Lots in CCM, and all persons who hereafter acquire title to a Lot in CCM, shall automatically become members of the Association and shall be entitled to all the rights and
privileges of such membership and subject to all of the duties and obligations thereof as set forth in the Plat, this Declaration, and the Articles of Incorporation, Code of Regulations and Rules of the Association, as they may exist from time to time. Each Owner of a Lot, other than the Developer, shall be entitled to one vote on each matter submitted to a vote of the Owners of Lots for each Lot owned by such Owner; provided, however, that where title to a Lot is held by more than one person, such co-owners acting jointly shall be entitled to but one vote. Developer shall be entitled to four (4) votes for each Lot owned by Developer.

4.02 Purpose. The purpose of the Association, in general, shall be to levy and to collect the Annual Assessments (described in Section 5.03), Special Assessments (described in Section 5.04) and Individual Assessments (described in Section 5.08) and to disburse funds for the purposes set forth in Section 4.03, to enforce this Declaration and such other purposes consistent with the provisions of this Declaration. The purpose of the Association is to also levy and to collect assessments applicable and perform the maintenance obligations described in Section 4.04.

4.03 General Maintenance Obligations. The Association shall at all times maintain, repair and replace all structures, improvements, roadways, sprinkler systems, and landscaping constructed or installed by Developer or the Association at any time that are part of the Common Areas. The Association shall also maintain any street lights installed at any time within CCM that are not otherwise maintained by public or quasi-public authorities.

4.04 Lot Maintenance Obligations. In addition to participating in the general maintenance obligations of the Association, the Association shall at all times be responsible for the performance of the following functions for every Lot on which a Dwelling has been substantially completed or occupied in accordance with this Declaration:

(a) Regular mowing of all lawn areas;

(b) Periodic application of fertilizer and weed control to all lawn areas;

(c) Spring and Fall cleanup and trimming of all landscaped areas and periodic mulching and application of weed control in those areas;

(d) Snow plowing of all driveways and roadways and the shoveling of all snow from sidewalks leading to the front door and one (1) additional entrance to each Dwelling and, if determined to be necessary by the Person providing such service, the application of salt or other chemicals to melt ice on such surfaces; and

(e) Such other services as the Association may elect to perform from time to time.

The Association shall determine the frequency with which such maintenance shall be performed, including the minimum snowfall depth that will be required before the service described in (d) is performed, and the level of service to be provided. No owner in any Lot shall have any right to demand such service on a more frequent basis or at a different level than is provided by the Association.

4.05 Code of Regulations. All provisions of this Declaration describing rights and obligations of the Members and providing for the governance of the Association shall constitute and be treated as a Code of Regulation under Chapter 1702 of the Ohio Revised Code. The provisions of this Declaration that constitute a Code of Regulations may be amended only as provided in this Declaration. The Members may adopt additional provisions constituting a Code of Regulations in accordance with
Chapter 1702 of the Ohio Revised Code provided any such provisions are not inconsistent with this
Declaration as it may be amended from time to time.

4.06 **Membership.** Every person who is an Owner of any Lot shall be a Member of
the Association. Membership shall be appertinent to and may not be separated from ownership of any
Lot. The foregoing is not intended to include persons who hold an interest merely as security for the
performance of an obligation.

4.07 **Board of Trustees.** The Association shall have a Board of Trustees to manage its
affairs. The Trustees of the Association shall be selected by the Owners of all Lots in accordance with the
procedures set forth in the Code of Regulations.

4.08 **Joint Owner Disputes.** With respect to any matter to be voted on by the
Members, the vote for each Lot shall, if at all, be cast as a unit, and fractional votes shall not be allowed.
If joint owners are unable to agree among themselves as to how their vote shall be cast, they shall lose
their right to vote on the matter in question. If any joint owner of a Lot casts a vote representing a certain
Lot, it will thereafter be conclusively presumed for all purposes of the matter in question that such Owner
was acting with the authority and consent of all other Owners of the same Lot.

4.09 **Transfer of Voting Rights.** The right to vote may not be severed or separated
from the ownership of the Lot to which it is appertinent, except that any Owner may give a revocable
proxy in a form reasonably acceptable to the Association. In such event, the Owner of each Lot may, by
notice to the Association, designate the person (who need not be an Owner) to exercise the vote for such
Lot. Said designation shall be revocable at any time by notice to the Association by the Owner. The right
to vote and the power of designation and revocation may be exercised by the guardian of an Owner's
estate or by his conservator, or in the case of a minor having no guardian, by the parent entitled to his
custody, or during the administration of any Owner's estate, by his executor or administrator where the
latter's interest in said property is subject to administration in his estate. Any sale, transfer or conveyance
of such Lot to a new Owner or Owners shall operate automatically to transfer the appurtenant vote to the
new Owner, subject to any assignment of the right to vote to a lessee as provided herein.

4.10 **Approval by Members.** Unless otherwise specifically provided in this
Declaration or the Articles of Incorporation, Code of Regulations or Rules of the Association, any
provision of this Declaration, the Articles of Incorporation, Code of Regulations or Rules of the
Association that requires the vote, consent or approval by the Members shall be deemed satisfied by
either, both or a combination of the following:

(a) The vote in person or by proxy of Members holding a majority or such
other percentage of the voting power of the Association as may be required at a meeting duly called and
noticed pursuant to the provisions of the Code of Regulations of the Association or, if none, applicable
Ohio law.

(b) Written consents signed by Members holding a majority or such other
percentage of the voting power of the Association as may be required.

4.11 **Powers and Authority of the Association.** The Association shall have the power
to do any and all lawful things which may be authorized, required or permitted to be done by it under and
by virtue of this Declaration, Articles of Incorporation, Code of Regulations or Rules, and to do and
perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the
express powers set forth in this Declaration. Without in any way limiting the generality of any of the
foregoing provisions, the Association shall have the power and authority at any time to levy assessments
on the Owners of the Lots and to enforce payment of such assessments, in accordance with the provisions
of Article V hereof, and to retain and pay for legal, accounting, engineering and other professional services necessary or proper in the operation, preservation and maintenance of CCM, the enforcement of this Declaration or in performing any of the other duties or rights of the Association.

4.12 Rules. The Association may adopt, amend and repeal such reasonable Rules as it deems proper for the use and occupancy of CCM. The Rules shall be uniform in nature and applicable to all Lot owners. A copy of said Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner, or recorded with the appropriate public office. Upon such mailing, delivery or recording, said Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In addition, as to any Owner having actual knowledge of any given Rules, such Rules shall have their full force and effect and may be enforced against such Owner. As part of the Rules that may be adopted from time to time by the Association, a fine may be imposed by the Association for violation by any Owner, his family, of any lessee, guests or invitees of this Declaration or any Rules. In the event any such fine is imposed, it shall constitute an Individual Assessment as provided in Section 5.08 hereof. Before imposing any such fine the Association shall give such Owner a Notice and Hearing as provided in Sections 8.03 and 8.04 hereof.

4.13 Liability of Board Members. No member of the Board of Trustees shall be personally liable to any Owner or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association or Board of Trustees, or any other representatives or employees of the Association, or the Architectural Committee, provided that such Board member has, upon the basis of such information as may be possessed by him, acted in good faith.

4.14 Release of Association and Developer. Each Lot owner hereby irrevocably releases the Association, its members, trustees and officers and Developer, its members, managers and officers from any and all liability for and damage or loss suffered by any Owner to the Lot, dwelling, lawn, landscaping or other improvements at any time installed thereon caused, directly or indirectly, by any person retained by the Association or the Developer pursuant to this Declaration. Without limiting the generality of the foregoing release, such release is intended to apply to any damage to any lawn or landscaping on a Lot resulting from misapplication or over-application of any fertilizer or weed control, snow plowing or the application of salt or other materials for the removal of ice. This release, as outlined above, also applies to anyone who is working to repair or maintain the roadways, landscaping and utilities in CCM. Notwithstanding the foregoing, if any person providing services to the Association or the Developer for the benefit of Owners causes damage to the property of the Association or any Owner, the Association or Developer may pursue a claim on behalf of all affected Owners and Lots or, at its option, assign its rights to such claim to the affected Owners and Lots and thereafter cooperate in the prosecution of that claim. Any cost incurred by the Association, directly or indirectly, in the prosecution of any such claim shall be an expense of the Association, the cost of which can be recovered through assessments against owners of Lots.

Further, if the Architectural Committee, the Association or Developer, directly or through its employees or agents enters upon any Lot to remedy any violation of this Declaration, no such Person shall be guilty of trespass, any criminal act or have any civil liabilities to the Owner of the Lot or any other Person on account therefore, in respect of any damages or injury to the Lot or any Improvements, or as a result of the failure of the Owner of the Lot or any other Person to receive any notice that was properly given.

ARTICLE V

ASSESSMENTS

5.01 Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within CCM, hereby covenants and each Owner of any Lot, by acceptance of a deed
therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to
the Association: (a) Annual Assessments, (b) Special Assessments, and (c) Individual Assessments. All
Annual Assessments and all Special Assessments shall be determined, levied and made on a uniform, per
Lot basis, with each Lot being subject to the same assessed amounts; provided, however, that any Annual
Assessments or Special Assessments against any Lot owned by Developer shall be limited to fifty percent
(50%) of the amount assessed against Lots not owned by Developer.

All assessments described in this Article V shall be a lien against each Owner’s Lot from
the date the assessment is established as provided in this Declaration. Each such assessment together with
interest, costs and reasonable attorney’s fees in collecting said assessment, shall also be the personal
obligation of the person who is the Owner of such Lot at the time when the assessment becomes due as
well as a lien against the Lot as provided herein. An Owner may not be relieved of the personal
obligation for delinquent assessments by successors in title unless expressly assumed by them and
released by the Association.

5.02 Purpose of Assessment. Assessments may be levied to provide for and assure the
availability of the funds necessary to pay common expenses, which shall include without limitation, the
following:

(a) The Association’s general maintenance obligations as provided in
Section 4.03.

(b) The Association’s Lot maintenance obligations as provided in
Section 4.04.

(c) Utility services for the common safety and welfare of the residents of
CCM, including without limitation, electric or gas power for street lighting and water for a Common
Areas irrigation system, if any.

(d) The maintenance of any landscape or other aesthetic features and the
maintenance of all other amenities located within the rights-of-way located in or adjacent to CCM and
located in any of the other Common Areas of CCM.

(e) The administration of the business of the Association including without
limitation, necessary and appropriate fees for services rendered by engineers, accountants and attorneys.

(f) The repair, maintenance and replacement of the Lot C Corey Creek Road
Private Place and any other private roadways and related storm sewer and drainage lines, facilities and
improvements in CCM.

(g) The repair, maintenance and improvement of all private water and
sanitary sewer lines and facilities servicing the Lots and Dwellings in CCM.

(h) The payment of real and personal property taxes and assessments for the
Common Areas and for any other property owned by the Association.

(i) Premiums on any fire, casualty and/or liability insurance policies carried
by the Association, including but not limited to liability insurance with respect to the Common Areas and
directors’ and officers’ liability coverage to protect the Association and its directors, trustees and officers.

(j) Debt service on any funds borrowed by the Association.
(k) The establishment of reserves to pay the anticipated future costs of any of the items set forth in this Section 5.02.

(l) Costs incurred for doing any other things necessary or desirable which in the judgment of the Association may be of general benefit to the Owners of Lots within CCM.

5.03 **Annual Assessment.** At any time after January 1, 2006 and until such time as the Developer’s authority is assigned to the Association, the Developer may establish the amount of an annual assessment (the "Annual Assessments") to be paid by each Owner. After the transfer of the Developer’s authority to the Association, the Board of Trustees of the Association shall fix the Annual Assessment in an amount sufficient to cover the anticipated common expenses, plus an adequate reserve for future expenses. At the election of the Developer or the Association, the Annual Assessments may be invoiced to the Owners (and shall thereupon be paid by the Owners) on a monthly or quarterly basis.

5.04 **Special Assessments.** In addition to the Annual Assessments authorized above, the Board of Trustees may levy, in any assessment year, special assessments (the "Special Assessments") applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any landscaping or other aesthetic feature within the private roadways or other portions of the Common Areas, any street lighting not maintained by a public or quasi-public authority and for any other purpose determined to be appropriate by the Board of Trustees of the Association. Notwithstanding the general grant of authority to the Board of Trustees to levy Special Assessments, any Special Assessments that will require a payment by the Owner of any Lot of $500.00 or more or any Special Assessment that when aggregated with all other Special Assessments levied during the preceding twenty-four (24) months exceeds $700.00 applicable to any Lot must be approved by Owners holding a majority of the voting power attributable to the Lots subject to the Special Assessment.

5.05 **Application of Assessments to Members.** As described in Section 5.01, both Annual Assessments and Special Assessments shall apply to the Owners of all Lots on a uniform, per Lot basis.

5.06 **Borrowing.** Upon the affirmative vote of Owners holding at least two-thirds (2/3) of the votes of all Lots, the Association shall have the authority to borrow all or any part of the funds needed for any purpose for which it is authorized to make assessments against Lots and Owners. Any such authorized borrowing shall be upon such terms and conditions as are specified in the action of the Owners approving the borrowing or absent such specific terms, upon such terms and conditions as the Board of Trustees of the Association deems appropriate.

5.07 **Limitation on Assessment Authority.** Notwithstanding anything in this Declaration to the contrary, the Association shall not have authority to assess any Lot or Owner to pay the cost of any claim, suit, judgment or other liability assessed against the Association related to the activities of the Association related to, or the existence, maintenance or condition of any structure, improvement or landscaping located in, the private roadways or any other portions of the Common Areas.

5.08 **Individual Assessments.** In addition to any other assessments for which provisions are made in this Declaration, the Association shall have the authority to levy and collect, after written notice and hearing as provided in Sections 8.03 and 8.04 of this Declaration, against a particular Lot and the owner of such Lot an Individual Assessment for:

(a) Costs and expenses incurred by the Association in bringing a particular Owner or particular Lot into compliance with the provisions of this Declaration, including any action taken or cost or expense incurred by the Association to cure and eliminate any violation of or
noncompliance with the provisions of this Declaration, following the failure of such Owner to cure or remedy such violation or noncompliance.

(b) Costs and expenses, including reasonable attorney’s fees, whether or not suit be brought, incurred by the Association, in the enforcement of the provisions of this Declaration against a particular Lot or the Owner of such Lot.

(c) Fines assessed against any Owner for violation by such Owner, his tenants, family, guests or invitees of the provisions of this Declaration or any Rules adopted by the Association.

(d) Reasonable overhead expenses of the Association associated with any Individual Assessment levied and collected pursuant to this Section 5.08 in an amount not to exceed fifteen percent (15%) of the actual costs and expenses incurred by the Association for any Individual Assessment.

5.09 Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowed by law compounded annually. All assessments, including interest, costs of collection and attorney fees, shall be a lien on the Lot from the date of assessment. Such lien shall be effective from and after the date of assessment until paid in full and may be, but shall not be required to be, recorded in the public records of the County. If default continues in any payment of the assessment or any installment thereof for a period of sixty (60) days after its due date, a "Notice of Lien" in substantially the following form may be filed and recorded in the lien records in the office of the County Recorder:

Notice of Lien

Notice is hereby given that The Corey Creek Manor Owners Association claims a lien for unpaid assessments for the month(s) or year(s) __________ in the amount of $__________ against the following described premises:

(Insert legal description)

The records of the Association indicate that

__________________________

is (are) the present owner(s) of such premises.

Signed and acknowledged in the presence of:

__________________________

THE COREY CREEK MANOR
OWNERS ASSOCIATION

By: _________________________

Its: _________________________

__________________________

__________________________

__________________________

__________________________
When any such liens have been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of such lien in such form as may be recorded in the County records. The Board of Trustees of the Association may take such action as they deem necessary to collect assessments, by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interest of the Association. The delinquent Owner shall pay all costs including reasonable attorney’s fees, incurred by the Association incident to the collection of such assessments. The lien shall be deemed to cover said additional costs and advances. Filing of one action shall not be a bar to the filing of other actions. The Association, through its Board of Trustees, will be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and it may apply as a cash credit against its bid all sums due the Association covered by the lien enforced. No Owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Common Areas or the abandonment of his Lot.

ARTICLE VI
COMMON AREAS

6.01 Description and Use of Common Areas. CCM includes the Common Areas which are designated and intended for the common use and enjoyment of all Lot Owners, including but not limited to the Lot A Common Area, the Lot B Common Area and the Lot C Corey Creek Road Private Place, as well as those other areas designated as Common Areas, if any, in the Plat. Each member of the Association, in common with all other members of the Association as Owners of Lots, shall have the non-exclusive right and easement to use and enjoy the Common Areas (and all roadways, utilities and other improvements, amenities and installations therein) for all purposes incident to the use and occupancy of such member’s Lot. All Lot Owners shall use the Common Areas in such manner as will not restrict, impede or interfere with the permitted uses thereof by other Lot Owners.

6.02 Entrance Feature. Any subdivision identification signage, landscaping and/or other amenities at the Corey Creek Road Private Place entrance to CCM, although located in whole or in part within the Corey Creek Road right of way, are intended to be treated as if such amenities are part of the Common Areas. All such amenities, if any, shall be maintained, repaired and replaced, from time to time, by the Developer, and/or the Association.

6.03 Conveyance of Common Areas. The Developer and its successors and assigns shall have the right to convey fee simple title to the Common Areas to the Association as set forth in Section 8.12 hereof. Notwithstanding anything else contained herein, neither the Association nor any Owner shall have any ownership interest in or any right to control the use or development of any Common Area unless and until the Developer, its successors and assigns, shall convey such Common Area to or for the benefit of the Association. Thereafter, the Owners shall have only those rights and/or
duties and obligations with respect to the Common Areas as are set forth in this Declaration, in the Plat, and under the Articles of Incorporation and Code of Regulations of the Association.

6.04 Encroachments. As described in Item 13 of the Planning Criteria, in certain instances Improvements authorized and approved by the Architectural Committee may extend into the Lot A Common Area and the Lot B Common Area.

ARTICLE VII
RESERVATIONS AND EASEMENTS

7.01 Reservation of Ingress, Egress and Access Easement. The Developer reserves to itself and to its successors and assigns and to all future owners of the Lots a non-exclusive easement over, across and through the Lot C Corey Creek Road Private Place, for purposes of ingress, egress and access to, from and between the Lots, the Common Areas and the Corey Road public right-of-way.

7.02 Reservation of Utility Easements. The Developer reserves to itself, its successors and assigns a perpetual easement in, through, under and over those portions of each Lot designated as “Drainage Easement,” “Utility Easement,” “Waterline Easement,” “Sanitary Sewer Easement,” “Drainage, Utility and Toledo Edison Easement,” “Drainage and Waterline Easement,” “Waterline, Utility and Toledo Edison Easement,” “Utility and Toledo Edison Easement,” “Ditch Easement,” and with language of similar import, on the Plat and the right to grant consents for additional easements and rights of way over or upon any Lot for the construction, operation and maintenance of electric, telephone, cable television and other data or information transmission poles, lines and conduits, water, gas and sewer lines and conduits, any other public utility facilities or drainage or for roadway purposes, together with the necessary or proper incidents and appurtenances. No Dwelling or other structure, or any part thereof, other than driveways and sidewalks, shall be erected or maintained upon any part of the property in CCM, over or upon which any such easements will be or have been granted. Neither the easement rights reserved herein, nor as shown on the Plat, shall impose any obligation on the Developer to maintain such easements or to install or maintain utilities or any drainage in or under such easements except as stated on the Plat. All Persons engaged in maintaining, repairing or improving any utility and service lines and systems are hereby granted an easement over all portions of all of the Lots for the purpose of such work, subject only to an obligation to repair any damage done during such maintenance, repair and/or improvement of the utility and service lines and systems.

7.03 Reservation of Easements for Landscape and Aesthetic Features. The Developer reserves to itself, its successors and assigns, a perpetual easement in, through, under and over the Lot A Common Area, the Lot B Common Area and the Lot C Corey Creek Road Private Place for the construction, installation, operation and maintenance of decorative structures, signage, fencing, water sprinkling equipment and landscaping at the entrance to CCM, adjacent to Corey Road and along and adjacent to Coldstream Road.

7.04 Reservation of Right to Consent to Construction. The Developer reserves the right to grant consents for the construction, operation, maintenance, improvement, and repair of electric power and telephone lines and conduits, cable TV, water, gas, sanitary sewer and storm sewer pipes and conduits, and any other public or private utility facilities, together with the necessary or proper easements, incidents and appurtenances in, through, under and upon any portion of CCM on behalf of itself and for the benefit where so stated of the County, the Association, all the Owners and also for the benefit of CCM. Developer, for the benefit of itself, the Association and all Owners hereby reserves easements over any and all other portions of CCM as may be reasonably required from time to time in order to provide storm water drainage to all or any portion of CCM; provided, however, that any such drainage easements shall not unreasonably interfere with the use and enjoyment by any Owner of such Owner’s Lot.
7.05 Maintenance of Easements. The Owners of the Lots subject to the above-described easements shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities or any landscaping, decorative structures or other items or equipment placed on, in, over or under the Lots which are subject to the easements. No structure, irrigation system, planting or other material shall be placed or permitted to remain on any Lot which may damage or interfere with access to or the installation and maintenance of the easements or any utilities, or which may change the direction of flow or obstruct or retard the flow of water through conduits, drainage channels or “Drainage Easements” areas. The Association shall not be responsible for maintaining any easement areas on individual Lots other than landscaping and other Improvements installed by the Developer or the Association and other than as specifically set forth on the Plat.

7.06 Association Easement. There is hereby created, declared and granted to the Association, such easements over and upon all or any portion of CCM as may be reasonably necessary to permit the Association to carry out and discharge its duties, obligations and responsibilities under and pursuant to this Declaration, the Articles of Incorporation and, if any, the Code of Regulations and Rules of the Association.

7.07 Future Easements. There is hereby reserved to the Developer and its successors and assigns, and to the Association, the right, power and privilege to, at any time hereafter, grant to itself, the County or any other parties such other further and additional easements as may be reasonably necessary or desirable, in the sole opinion and within the sole discretion of the Developer or the Association, for the future orderly development of CCM in accordance with the objects and purposes set forth in this Declaration. It is expressly provided, however, that no such further or additional easement shall (a) be granted or created over and across any portion of the Building Area of any Lot (as shown and identified on the Plat), (b) unreasonably interfere with the presently contemplated or future use and development of a particular Lot as a single-family residential home site, (c) interfere with the use of the Existing Home substantially in its current configuration. The easements contemplated by this Section 7.07 may include, without limitation, such easements as may be required for utility services, drainage, road right-of-way or other purposes reasonably related to the orderly development of CCM in accordance with the objects and purposes specified in this Declaration. Such further or additional easements may be hereafter created, granted, or reserved by the Developer or the Association without the necessity for the consent of the Owner of a particular portion of CCM over which any such further or additional easement is granted or required.

7.08 Anti-Vehicular Access Easements. The two foot (2') anti-vehicular access easements on Lots 1, 2, 3, 4, 5, 6 and 7, along the rights of way of Corey Road and Coldstream Road, shall be subject to use and administration by the Lucas County Board of Commissioners for the sole express purpose of preventing and eliminating vehicular access to said adjacent public rights of way.

ARTICLE VIII
GENERAL COVENANTS AND RESTRICTIONS

8.01 Laws and Ordinances of the State of Ohio. The laws and ordinances of the State of Ohio and the County, as well as the rules and regulations of their respective administrative agencies now or hereafter in effect, are hereby incorporated herein and made part hereof.

8.02 Duration. This Declaration shall run with and bind all of CCM and each Lot perpetually, and shall inure to the benefit of and be enforceable by the Developer, the Association and the Owners of the Lots, their respective successors, assigns, heirs, executors, administrators and personal representatives, except that the restrictions contained in Article II and Exhibit A hereof shall have a duration of forty (40) years, at the end of which period said restrictions shall be automatically extended for successive periods of ten (10) years each

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8.03 **Notice.** Any notice required to be sent to any Owner under the provisions of this Declaration or the Articles of Incorporation or the Code of Regulations ("Notices") shall be in writing and shall be deemed to have been properly sent, and notice thereby given, when mailed by regular mail, with postage prepaid, addressed to the Owner at the last known post office address of the person who appears as a Member on the records of the Association at the time of such mailing. Notice to one of two or more Owners shall constitute notice to all Owners thereof. It shall be the obligation of every Owner to immediately notify the Secretary of the Association in writing of any change of address. Valid Notice may also be given by: (a) personal delivery to any occupant of any Dwelling over fourteen (14) years of age, or (b) by affixing said notice to or sliding same under the front door of the Owner’s Dwelling within CCM.

8.04 **Hearing.** An Owner, upon receiving Notice as required or permitted under this Declaration may within seven (7) days of receipt of such Notice, request in writing an opportunity to be heard by the Developer or the Board of Trustees of the Association, as the case may be, in person or by counsel at said Owner’s expense. In the event an Owner does not request a hearing within seven (7) days of the receipt of a Notice, said Owner shall be deemed to have waived his right to a hearing hereunder. In the event an Owner requests a hearing hereunder, the running of any enforcement period shall be tolled until after the hearing is held and the decision of the Board of the Association of the Developer is made in writing to the Owner.

8.05 **Enforcement.** Enforcement of this Declaration and any Rules adopted or amended pursuant to authority reserved by Developer, or granted to the Association by this Declaration, may be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction, against any person violating or attempting to violate or circumvent any provision herein contained, either to restrain or enjoin such violation or threatened violation or to recover damages, and against any Lot to enforce any lien created by this Declaration. The failure by Developer, the Association or any Owner to enforce any covenant or restriction herein contained for any period of time, shall not be deemed a waiver or estoppel of the right of the other party to enforce the same. In the event that the Association should at any time fail to discharge its obligations to maintain any portion of CCM as required by this Declaration, or to enforce the provisions hereof, any Owner shall have the right to enforce such obligations by any proceeding at law or equity. A failure to so enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

8.06 **Precedence Over Less Stringent Governmental Regulations.** In those instances where the covenants, conditions and restrictions set forth in this Declaration set or establish standards, limitations or restrictions on use in excess of Governmental Regulations, the covenants, conditions and restrictions set forth in this Declaration shall take precedence and prevail over less stringent Governmental Regulations.

8.07 **Severability.** Should any covenant or restriction herein contained, or any Article, Section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall not affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

8.08 **Amendment.**

(a) **Amendment by Developer.** Subject to the provisions of Section 8.08(d) of this Declaration, until sale by Developer of all of the Lots, the provisions of this Declaration, other than this Section 8.08(a) may be amended by Developer; provided, however that no such amendment shall be
effective without Notice and if two-thirds (2/3) of the Owners (other than Developer), by written notice delivered to Developer, object to any such proposed amendment within fifteen (15) days after such Notice, such amendment shall not be effective. Any amendment hereunder shall be effective only upon recordation in the public records of the County Recorder of an instrument in writing signed and acknowledged by Developer setting forth the amendment certifying that, within fifteen (15) days after the required Notice, the Developer has not received any written objections to such amendment by two-thirds (2/3) of the Owners.

(b) Amendment by Association. Subject to the provisions of Sections 8.08(d) of this Declaration, the terms and provisions of this Declaration may be changed, amended or modified at any time and from time to time by the Association upon the affirmative written consent or the vote of a majority of the total voting power of the Members; provided, however, that no such change, amendment or modification by the Association shall be effective without the Developer’s express written joinder and consent so long as Developer owns at least four (4) of the Lots in CCM.

(c) Manifestation of Requisite Consent. In the case of any change, amendment or modification of this Declaration by the Association which requires the affirmative written consent or vote of members of the Association and of the Developer as herein above provided in Section 8.08(b), the acquisition of the requisite written consent or vote of members and the Developer shall be manifested on the face of the amending instrument in a certificate duly executed and sworn to before a Notary Public by the President and Secretary of the Association affirmatively stating that such requisite affirmative written consent or vote has, in fact, been acquired or obtained prior to the recordation of such amending instrument among the public records of the County. Such change, amendment or modification of this Declaration shall be effective as of the date of recordation in the public records of the County.

(d) Limitations on Amendments. Notwithstanding anything to the contrary set forth in this Declaration, the rights of the Developer and the Association to change, amend or modify the terms and provisions of and the covenants, conditions, restrictions, easements, license, and reservations set forth in this Declaration shall at all times be subject to and limited and restricted as follows:

(i) This Declaration may not be changed, amended or modified in such manner as to terminate or eliminate any easements granted or reserved herein to the Developer, the Association or the County, respectively, without the prior written approval of the Developer, the Association or the County, as the case may be, and any attempt to do so shall be void and of no force and effect.

(ii) This Declaration may not be changed, amended or modified in any fashion which will result in or facilitate the dissolution of the Association or the abandonment or termination of the obligation of the Association to establish, make, levy, enforce and collect assessments for such purposes.

(iii) This Declaration may not be changed, amended or modified in such fashion as to change, amend, modify, eliminate or delete the provisions of this Section 8.08(d).

8.09 Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

8.10 Ratification, Confirmation and Approval of Agreements. The fact that some or all of the officers, trustees, members or employees of the Association, the Architectural Committee and the Developer may be identical, and the fact that the Developer or its nominees, have heretofore or may
hereafter enter into agreements with the Association, and its members, from time to time, will not relieve any parties of the obligation to abide by and comply with the terms and conditions thereof.

8.11 Constructive Notice and Acceptance. Every Person who or which shall hereafter have, claim, own or acquire any right, title, interest or estate in or to any portion of CCM, whether or not such interest is reflected upon the public records of the County, shall be conclusively deemed to have consented and agreed to each and every term, provision, covenant, condition, restriction, license, easement and reservation contained or by reference incorporated in this Declaration and Exhibit A attached hereto, whether or not any reference to this Declaration is contained in the document or instrument pursuant to which such Person shall have acquired such right, title, interest or estate in CCM or any portion thereof.

8.12 Transfer of Authority to the Association. Upon the sale of all of the Lots and the occupancy of at least six (6) Dwellings, Developer shall, and at any prior time Developer may, (a) assign to the Association its power, authority and obligation to establish and levy assessments of all types and to determine the manner in which the funds raised by assessments are to be used, (b) assign to the Association all other rights, power, authority and obligations reserved to or vested in Developer hereunder, other than the authority to appoint members of the Architectural Committee and the obligation to cause the Architectural Committee to perform its functions, which shall be transferred to the Association at the time described in Section 3.01, and/or (c) convey fee simple title to the Common Areas (in whole or in part) to the Association. The transfer of the Developer’s rights and authority under (a) and (b) of this Section 8.12 to the Association shall be evidenced by and shall be effective upon the filing for record in the County Recorder’s Office of a document signed by the Developer or the Owners of three (3) Lots describing the event that has occurred that caused the transfer. Upon any transfer of all or part of Developer’s rights, power, authority and obligations to the Association, the Association shall thereafter have all the rights, power, authority and obligations of the Developer reserved or provided in this Declaration to the extent transferred. The conveyance of the Common Areas to the Association under (c) of this Section 8.12 shall be evidenced by and effective upon the execution and delivery of a quit claim deed for such purpose and the recording of such quit claim deed by the Developer in the County Recorder’s Office.
IN WITNESS WHEREOF, the undersigned entity has caused this Declaration to be signed by one of its authorized managing members on the date indicated above.

BORIS ENTERPRISES, LLC, an Ohio limited liability company

By: Todd W. Berman, Its Sole Member

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me on this 30th day of October, 2005, by Todd W. Berman, the Sole Member of Boris Enterprises, LLC, an Ohio limited liability company, on behalf of the company.

[Signature]
Notary Public

This instrument prepared by:
Joseph A. Ridenour, Esq.
Shumaker, Loop & Kendrick, LLP
1000 Jackson Street
Toledo, Ohio 43624-1573
EXHIBIT A
TO DECLARATION OF RESTRICTIONS
OF
COREY CREEK MANOR

ARCHITECTURAL COMMITTEE PLANNING CRITERIA

In order to establish guidelines for the construction and maintenance of Improvements on the Lots, the Developer hereby declares that CCM shall be subject to the following restrictions, reservations and conditions which shall be binding upon the Developer and upon each and every Owner who shall hereafter acquire a Lot located within CCM and shall be binding upon their respective heirs, personal representatives, successors and assigns.

1. Land Use and Building Type. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family Dwelling and other Improvements that have been approved by the Architectural Committee. All Lots shall be used only for residential purposes and associated amenities which are only allowed within the building area as represented on the Plat. No Improvement shall be erected upon any Lot without prior approval of the Architectural Committee as set forth in Article III of the Declaration to which this Exhibit is attached. Unless approved by the Architectural Committee as required in the Declaration, no Improvements may be constructed separate and apart from the Dwelling nor can any such Improvements be constructed prior to the Dwelling. There shall be no occupancy of a Dwelling until completion of construction and the issuance of a Certificate of Occupancy by the appropriate governmental entity.

2. Character of Dwellings.

(a) Minimum Square Footage and Height. All Dwellings in CCM shall have a minimum of 2,000 square feet of living space for one-story homes, 2,200 square feet for one and one half story homes and 2,400 square feet of living space for two-story (or more) homes. Living space shall be measured from the outside of exterior frame walls and shall be exclusive of basements, porches, decks and garages. No Dwelling shall exceed thirty-five feet (35') in height unless specifically approved in writing by the Architectural Committee.

(b) Garages and Outbuildings. No garage or buildings related to the use of a Dwelling, such as a play house, or any addition thereto or alteration thereof shall be constructed, reconstructed or allowed to remain upon any Lot. All garages shall be for the exclusive use of the family occupying the related Dwelling and the servants thereof. All Dwellings shall have a garage of sufficient size to accommodate two (2) standard size passenger automobiles. All garages must be attached to the Dwelling by at least a covered breezeway. All garages and other approved outbuildings shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions contained in this Declaration applicable to any Dwelling. Garages on Lots one (1) through sixteen (16), with the exception of Lots eleven (11), twelve (12), thirteen (13) and fourteen (14), must be side or rear loading. Garages on Lots eleven (11), twelve (12), thirteen (13) and fourteen (14) may be front loading, as well as side or rear loading, if approved by the Architectural Control Committee. Garages on Lots one (1) through sixteen (16), excluding Lots eleven (11) and fourteen (14), may not be directly front loading, but may be slightly angled towards the front, if the design of the house and the shape of the Lot require a turning of the garage without making it a full front loading garage.

(c) Roof Structures and Chimneys. It is the general intent that no antennas, other aerial devices, wind generator appliances or other rooftop installation, projection or structure of any type shall be visible from any adjacent Lot or the private rights-of-way in CCM. It is expressly provided,
however, that chimneys, weather vanes, cupolas, roof-top attic ventilators and fans and solar collector
panels and similar features which are designed and architecturally treated in an aesthetically acceptable
manner may be permitted if approved by the Architectural Committee.

(d) **Screening of Equipment.** All heaters, water softeners, air conditioning
compressors and other ancillary or mechanical equipment located outside of a Dwelling shall be suitably
screened from the view of the private rights-of-way and the adjacent Lots. No window or wall air
conditioning units shall be permitted.

(e) **Exterior Building Materials, Finishes and Colors.** All exterior building
materials, finishes and colors shall be approved by the Architectural Committee. No vinyl, aluminum,
plywood or texture 11T type siding shall be permitted. Uncovered or exposed (whether painted or not)
concrete or concrete block shall not be permitted as the exterior finish of any building structure or wall
except for decorative purposes and then only with written approval of the Architectural Committee. The
Architectural Committee shall encourage the use of materials that will blend with the environment. The
forgoing restrictions shall be equally applicable to the initial construction as well as to any repair,
replacement or subsequent painting of any Improvements. The color of door and window frames shall be
in keeping with the scheme and architecture of the Dwelling and shall be approved by the Architectural
Committee. Mill finish aluminum door and window frames are prohibited. Owners shall design
Dwellings in such a way that each elevation of the Dwelling has architectural interest. The materials used
on all of the elevations of any Dwelling or other improvements shall be architecturally integrated.

(f) **Gutters, Downspouts and Drains.** Gutters and downspouts shall be
required in cases where run-off from roof surfaces may cause erosion of the Lot. The color of gutters and
downspouts shall match or blend with the exterior of the structure. All downspouts will have splash
blocks, sumps, underground or other such erosion control devices. All clean water connections to the
sanitary sewer are prohibited.

3. **Driveways.** The location and slope of any and all driveways shall be submitted
for review and approval by the Architectural Committee at the time of submission of the plot plan and the
plans and specifications for the Dwelling. No driveway shall be located, relocated or allowed to remain
upon any Lot except as approved by the Architectural Committee. All driveways shall be constructed of
asphalt, concrete or paving bricks unless the Architectural Committee approves an alternative
construction material.

4. **Fences, Hedges, Walls and Landscaping.** The portion of each Lot between the
Dwelling and any adjacent street shall not be used for any purpose other than that of a lawn, sidewalks
(and drives if otherwise permitted), the planting of trees, or shrubbery or the growing of flowers or
ornamental plants, for the purpose of beautifying any Lot, but no vegetables or grains of the ordinary
garden or field variety shall be grown upon that portion of the Lot, and no weeds, underbrush or other
unsightly objects shall be allowed to be placed or allowed to remain anywhere thereon. No statutory,
fountains or similar ornamentation shall be placed or allowed to remain upon any Lot between the
Dwelling and any adjacent street or other Dwelling without the approval of the Architectural Committee
having first been obtained. Within two (2) months after the earlier of the substantial completion or
occupancy of a Dwelling on any Lot, the portion of the Lot shown as yard on the plans approved by the
Architectural Committee shall be hydrosodded or sodded. Notwithstanding the preceding sentence, if the
Dwelling is substantially completed and occupied after October 31 and before the following February 28,
the yard shall be hydrosodded or sodded not later than the succeeding April 30. At the time of installation
of landscaping, the Owner of each Lot shall install and thereafter maintain an underground sprinkler
system covering the entire landscaped portion of the Lot, including all rights-of-way. No fence, hedge,
walls, wall or enclosure of any kind or for any purpose shall be erected, placed or allowed to remain upon any
Lot unless and until its location, materials of construction, type, height, width, color, upkeep and any
general conditions are approved by the Architectural Committee. Without limiting the
generality of the Architectural Committee’s approval rights set forth in this
Declaration, any fence, hedge, wall, enclosure or landscaping installed in CCM shall be constructed and maintained in a manner that will allow ready
access to all portions of the Lot for purposes of performing landscape maintenance, fire fighting and any
other purpose deemed appropriate by the Architectural Committee, whether before or after the
Improvement is constructed. The following are provided as guidance for any Owner, considering the
installation of any fence, hedge or wall:

(a) Fences Permitted. “Split rail” and “lot rail” fences are generally
acceptable. “Stockade” and “shadow box” pattern of rough cypress or pine slats with 4x4 poles and 2x4
spans, up to six feet (6’) in height to avoid appearance of broken elevations, may be granted approval for
the purpose of screening. All wood fences shall remain unpainted to ensure a uniform weathering color.

(b) Fences Prohibited. The erection of “chain link” or other metal type fences is specifically and permanently prohibited. However, non-climbing mesh may be attached to lot
rail and split rail fences upon approval by the Architectural Committee.

(c) Height and Location. In addition to the full and complete discretion
delegated to the Architectural Committee to review and approve or disapprove fences, walls and other
enclosures, all such items must comply with applicable Governmental Regulations. Additionally, the fact
that a fence, wall or other enclosure that is proposed for construction or installation on any Lot complies
with applicable zoning requirements will not in any way affect the discretion of the Architectural
Committee to disapprove the proposed improvement or to require modifications thereof.

(d) Landscape Buffers. Landscape buffers may be required on the outside of
any privacy fences and walls by the Architectural Committee in its sole discretion.

(e) Installation and Maintenance. All fences must be installed with the posts
on the inside. All fencing, hedges, wall and landscape buffers shall be maintained in good condition by
the Owner.

5. Pools, Tennis Courts and Similar Facilities. No above-ground or in-ground
swimming pool, tennis court or similar facility or playing surface which is of permanent construction
shall be constructed upon any Lot.

6. Exterior Lighting, Post Lights and Other. Exterior lighting or illumination of
buildings, yards, parking areas and driveways on a Lot shall be designed and installed so as to avoid
visible glare (direct or reflected) from the public rights-of-way or any adjacent Lot. All exterior lighting
shall be approved by the Architectural Committee.

7. Antennas and Satellite Dishes. No radio or television antennas or satellite dishes
shall be constructed, reconstructed, installed or allowed to remain on any Lot; provided, however, satellite
dishes that do not exceed twenty-four inches (24”) in diameter may be installed on a Lot if the size and
location is approved by the Architectural Committee.

8. Mailboxes and Other Delivery Boxes. The Architectural Committee reserves the
right to require that all street mailboxes be of one particular type or design provided such type or design
meets the rules and regulations of the United States Postal Service. All other delivery boxes or
receptacles of any kind, including those for newspapers and other similar home deliveries shall be
inconspicuously attached to the main Dwelling unless otherwise approved by the Architectural
Committee. The Architectural Committee may from time to time enact rules regulating the style and
placement of delivery boxes or receptacles along the public rights-of-way.
9. **House Numbers.** On each Lot the house number shall be clearly displayed in such a manner that it can be visible from the private roadway. Numbers may be displayed discretely on the residence, mailbox, post light or other structure built specifically for this purpose that is approved by the Architectural Committee.

10. **Basketball Backboards and Play Structures.** No basketball backboard shall be erected or attached to the front of any Dwelling or on the façade of any garage. No tree houses, platforms, swing sets or playground type equipment of a like kind or nature shall be constructed on any Lot, unless first approved by the Architectural Committee in accordance with Article III of the Declaration.

11. **Tree and Dirt Removal, Landscaping, Natural Areas.** The digging or removal of any dirt from any Lot or other portion of CCM is prohibited except as necessary in conjunction with the landscaping or construction of approved Improvements thereon. There shall be no removal of trees or clearing of a Lot, other than clearing of underbrush, until such time as the Architectural Committee has approved a site plan that designates specifically those existing trees to be retained and preserved on the Lot. Thereafter no live trees with a diameter of eight inches (8") or more measured two feet (2') above the ground shall be removed from any Lot without the approval of the Architectural Committee.

12. **Artificial Vegetation.** No artificial vegetation shall be permitted on any Lot other than inside the Dwelling.

13. **Building Areas and Setbacks.** No Dwelling, outbuildings or other Improvements shall be constructed, reconstructed or allowed to remain upon any Lot nearer the front or street line or lines, or nearer any side or rear line or lines than as shown upon the Plat, provided, however, that decks, porches, patios, walk out basements and similar outside areas may be constructed or installed outside the Building Area or the setback lines of a Lot and/or outside the boundaries of such Lot and into adjoining Common Area A or Common Area B, if first approved by the Architectural Committee in accordance with Article III hereof. Due to the variations of the topography on the Lots, the irregular shape of many of the Lots and the benefit to CCM to locate Dwellings and other Improvements on Lots in a manner that is complimentary to the location of Dwellings on other Lots in close proximity, the location of all Dwellings on the Lots shall be determined solely by the Architectural Committee at the time of the approval of the plans and specifications for the Dwelling. In exercising this authority, the Architectural Committee may require Dwellings (and any outside projections of a Dwelling) to be erected farther from the street or side or rear lot lines than the building set-back line or lines or may allow Dwellings (and any outside projection of a Dwelling) to extend over and beyond the setback lines of the Lot and/or over and beyond the boundaries of the Lot and into the adjoining Common Area A or Common Area B.

14. **Temporary Structures and Outbuildings.** No structure of a temporary or permanent character, whether trailer, tent, shack, garage (other than the garage required or permitted by Section 2(b) hereof), barn or other outbuilding shall be maintained or used on any Lot at any time separate from the main Dwelling, for any purpose; provided however,

(a) That barbeque pits and greenhouses shall be permitted hereunder, provided any such Improvement is approved by the Architectural Committee. Any such Improvement shall be subject to all requirements of the Declaration, including the Planning Criteria, it being the intent to encourage the construction of Improvements that blend with the natural environment and surrounding Improvements.

(b) That Developer reserves, for itself, the exclusive right to erect, place and maintain such facilities or maintain a sales or construction office, in or upon any portion of CCM as may
be reasonably necessary or convenient while selling Lots or selling or constructing Dwellings and other Improvements upon the Lots.

(c) The erection, installation and maintenance of metal pole barns are specifically and permanently prohibited.

(d) No outbuilding or structure may be constructed and used prior to the main residence being constructed.

15. **Damaged Buildings.** Any building destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within six (6) months from the date of destruction and the land restored to an orderly and attractive condition. Any repair, rebuilding or reconstruction on account of casualty or other damage on any Lot or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Architectural Committee.

16. **Review Documents.** PRIOR TO THE OBTAINING OF A BUILDING PERMIT OR APPLICATION FOR ANY COMMITMENT FOR CONSTRUCTION FINANCING, PLANS AND SPECIFICATIONS FOR ALL IMPROVEMENTS SHALL BE SUBMITTED TO THE ARCHITECTURAL COMMITTEE. THE FOLLOWING CRITERIA SHALL APPLY TO THOSE DOCUMENTS:

Drawing and documents required for review shall consist of the following in duplicate:

(a) Site plan at a scale of not less than 1" = 20'0".

   (i) Floor plans of a scale of not less than 1/8" = 1'0".

   (ii) Elevations of all sides of contemplated structures at a scale of not less than 1/8" = 1'0".

   (iii) Summary specification list of all proposed exterior materials.

(b) The site plan shall show the following:

   (i) Location and size of all structures with dimensioned setbacks form property lines.

   (ii) Location of all walkways, driveways, retaining walls, steps, fences, pools or any such Improvements to be constructed on the Lot.

   (iii) Existing and proposed topographic elevations for Lot grades, as well as all floor elevations for proposed structures. Elevations shall also be given for all proposed walks, stairways, retaining walls, driveways and similar Improvements. Drainage patterns should also be illustrated.

   (iv) Locations and type of all trees in excess of eight inches (8") in diameter at two feet (2') above the existing ground within the vicinity of anticipated Improvements or alterations.
(v) Location of all mailboxes, post lamps, house numbers, trash receptacles, air conditioning compressors and other such appurtenances which may be associated with the Dwelling.

(vi) Location of all utility connections such as sewer, water, electricity, gas, cablevision and telephone.

(vii) All easements, setbacks and other such requirements as shown on the Plat or as per Governmental Regulations.

(viii) All areas to receive landscaping and sodding or to be left in their natural state. Any areas which are indicated for landscaping shall indicate the type and size of such plant materials.

(c) The floor plan shall delineate the names of each room and/or the purpose of such room. There shall be an overall computation of the total living area, measured as provided in paragraph 2(a), roofed or covered area and garage space.

(d) All building elevations should clearly indicate the materials shown as well as color and/or texture if not known by its designation, including garage and entry doors. If any exterior material designation is not commonly known as to color, texture or other such characteristic of its appearance and cannot be specified in such a manner that it is clearly understood, a sample of such material shall be supplied for approval prior to its application or installation. The Architectural Committee may request samples of any colors or exterior materials proposed to be used on any Improvement.

(e) Such other documents as the Architectural Committee may require in its sole discretion.

17. Lot 17. Notwithstanding anything else contained herein, the Planning Criteria shall not be applicable to the Existing Home on Lot 17, so long as such Existing Home on Lot 17 is maintained in the same general condition and appearance as it is in at the time of execution and recording of this Declaration.