

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF
AMBER TRAILSS SUBDIVISION, BAINBRIDGE TOWNSHIP, OHIO ("Declaration")**

THIS DECLARATION made as of the _____ day of _____, 2011 by FINE ALPACA CONSERVATION GROUP, LLC, an Ohio Limited Liability Company (referred to herein as the "**Developer**").

PREAMBLE

A. The Developer is the owner of real property consisting of approximately one hundred four and twelve one-hundredths (104.12) acres, more or less, situated in Bainbridge Township, Geauga County, Ohio, legally described in **EXHIBIT "A"** (the "**Property**"), and desires to create thereon a cluster residential development in accordance with Section 135.04 of the Bainbridge Township Zoning Resolution.

B. The Property consists of Sublots, a dedicated public road, and the Common Areas, all as hereafter defined.

C. The Property shall be developed as a residential community and for open space and agricultural purposes.

D. The Developer desires to provide for: (a) the orderly development of the Property; (b) the establishment and maintenance of architectural and design controls and standards; (c) the preservation of Open Space and agricultural pursuits on a portion of the Property (hereafter defined); (d) the use and maintenance of the Areas of Common Responsibility (hereinafter defined); (e) the compliance with the Zoning Resolution of Bainbridge Township and the Subdivision Regulations of Geauga County and other governmental authorities having jurisdiction over the Property; and (f) the protection of values within the Property. The foregoing is being provided so that the residents of the Property may enjoy a quality environment for themselves and their families. For such purpose, the Developer has prepared this Declaration to define the manner in which the Property shall be governed and administered.

E. A central association will be required to regulate, administer and govern the Property for the fulfillment of the foregoing purposes with the power to levy and collect assessments from Owners (hereafter defined) within the Property and to pay the cost and expense of operating, maintaining, repairing and replacing the Areas of Common Responsibility. The Developer has assigned such functions to the Fine Alpaca Homeowners Association, a corporation not-for-profit, that Developer has caused to be created under the laws of the State of Ohio (the "**Association**").

NOW, THEREFORE, Developer declares the Property and any other property as may by Subsequent Amendment (hereafter defined) be added to and subjected to this Declaration shall be owned, held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, assessments, charges and liens (collectively, the "**Covenants and Restrictions**") provided in this Declaration, which Covenants and Restrictions shall run with the land and shall be binding on and inure to the benefit of all Persons (hereafter defined) having any right, title or interest in or to any part of the Property, or any other property as may by Subsequent Amendment be added to and subjected to this Declaration, and their respective heirs, personal representatives, successors and assigns.

ARTICLE I

**PREAMBLE; PROPERTY SUBJECT TO THIS DECLARATION;
DEVELOPER'S RIGHT TO ADD AND DELETE LAND**

Section 1.1 - Preamble

The Preamble is incorporated in and made a part of this Declaration.

Section 1.2 – Property

The Property which is and shall be owned, held, transferred, sold, used and occupied subject to this Declaration is the real property described in **EXHIBIT "A"**.

ARTICLE II

EXHIBITS AND DEFINITIONS

Section 2.1 - Exhibits

The following Exhibits are attached to and made a part of this Declaration:

EXHIBIT "A": A legal description of the Property.

EXHIBIT "B": A site plan of the Property.

Section 2.2 - Definitions

For the purposes of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

- (a) **"AREAS OF COMMON RESPONSIBILITY"**. The Areas of Common Responsibility shall mean and refer to: (1) the Common Areas; (2) the entrances to the Property situated off of existing and future public streets that abut the Property (the **"Entrances"**) and landscaping, sprinklers (if any) and other improvements at the Entrances including but not limited to the landscape restrictions for the Amber Trails Subdivision; (3) storm drainage that generally serves the Property and ponds situated on the Property that provide storm retention that is not the responsibility of the Township; (4) real and personal property owned by the Association; (5) real and personal property not owned by the Association but determined by the Board to be the responsibility of the Association.
- (b) **"ARTICLES" or "ARTICLES OF INCORPORATION"**. The Articles of Incorporation of the Association which are filed with the Secretary of State of Ohio to create the Association.
- (c) **"ASSESSMENTS"**. The assessments levied against all Owners of Sublots to fund Common Expenses.
- (d) **"ASSOCIATION"**. The Amber Trails Homeowners Association, a non-profit Ohio corporation, its successors and assigns, created to govern, operate, control and administer the Areas of Common Responsibility and to supervise and enforce this Declaration.
- (e) **"BOARD"**. The Board of Trustees of the Association. The Board is sometimes also referred to as the **"Trustees"**.
- (f) **"CODE"**. The Code of Regulations of the Association.
- (g) **"COMMON AREAS"**. All real and personal property now or hereafter owned by the Association or otherwise held for the common use and enjoyment of the Owners or Occupants. Common Areas shall include those areas of land intended for the common use, benefit and enjoyment of all Occupants of the Property. Any Owner may delegate, in accordance with the Code and subject to reasonable rules, regulations, and limitations as may be adopted in accordance therewith, his or her right of enjoyment to the Common Areas and facilities to the members of his or her family, tenants, and social invitees and shall be deemed to have made a delegation of all such rights to the Occupants of any leased single family residence on a Sublot. Common Areas does not mean or imply that the public at large acquires any easement of use or enjoyment therein.
- (h) **"COMMON EXPENSES"**. The actual and estimated expenses of operating the Association, both for general or special purposes, including reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Code, and the Articles of Incorporation of the Association.
- (i) **"COUNTY"**. The County of Geauga, a political subdivision.
- (j) **"DESIGN REVIEW COMMITTEE"**. The committee created by this Declaration and granted original jurisdiction to review and approve or disapprove exterior and structural improvements, landscaping, additions and changes within the Property.
- (k) **"DEVELOPER"**. FINE ALPACA CONSERVATION GROUP, LLC, an Ohio Limited Liability Company, and the specifically designated successors or assigns of any of their rights as Developer under the Declaration or under any supplement to the Declaration involving the Property as the same may be expanded or contracted from time to time. No person, real or corporate, shall be deemed to be a successor, alternate or additional Developer for the purposes of the Declaration unless and until such person or entity has been specifically so designated by Developer herein, by instrument in writing and placed of record, and shall be deemed a successor and assign of Developer only to the particular rights and interests of Developer under the Declaration or under a supplement to the Declaration. The Developer is also sometimes referred to herein as the "Original Developer".
- (l) **"ELIGIBLE MORTGAGE HOLDERS"**. Eligible Mortgage Holders shall mean banks, savings and loan associations, insurance companies and other institutional lenders, holders, insurers or guarantors of first mortgages on the Property or portions thereof.
- (m) **"FARM SUBLLOT"**. The Farm Sublot shall mean the parcel fronting on Taylor May Road and consisting of approximately twenty (20) acres, and at the time of recording of this Declaration containing a single family residence, and agricultural buildings which are and will in the future be used for agricultural pursuits and activities and currently labeled as Sublot 1 on the Final Plat for the Amber Trails Subdivision.
- (n) **"AMBER TRAILS SUBDIVISION"**. A Planned Residential Development under the Zoning Resolution of Bainbridge Township, located off Taylor May Road and Nighthawk Drive, which consists of Sublots Nos. 1 through 22 and as shown by plat recorded in Volume _____, Page _____ of the Geauga County Plat Records, as the same may be amended from time to time.
- (o) **"MEMBER"**. A person or entity entitled to membership in the Association, as provided in the Declaration and Code.
- (p) **"OCCUPANT"**. A person in possession of a Single Family Dwelling including, without limitation, an Owner or any guest, invitee, lessee, tenant, or family member of an Owner occupying or otherwise using a Single Family Dwelling.
- (q) **"OPEN SPACES"**. Land that is assigned for open space use, including "common land" and "open spaces" (if any) required by the Township's Zoning Resolution. The Open Spaces are to be owned and administered by the Association and the Open Spaces shall remain as such in accordance with Township requirements.
- (r) **"ORIGINAL DEVELOPER"**. FINE ALPACA CONSERVATION GROUP, LLC an Ohio Limited Liability Company.

- (s) **"OWNER"**. The record Owner of fee simple title in a Sublot, including the Developer (except as otherwise provided herein) with respect to any unsold Sublot, but Owner shall exclude in all cases any party holding an interest merely as security for the performance of an obligation. If a Sublot is sold under a land installment contract, the purchaser (Vendee) (rather than the fee Owner) will be considered to be the Owner. For the purpose of this Declaration, the Owner of Single Family Dwellings that are rented to others shall be as follows: for the purpose of votes and Assessments, the record Owner of the Sublot; for the purpose of use and enjoyment of common facilities and amenities which are part of the Common Areas, the Tenant residing in the Single Family Dwelling. Every Owner shall be treated for all purposes as a single Owner for each Sublot Unit held irrespective of whether such ownership is joint or in common. Where such ownership is joint or in common, the majority vote of such Owners shall be necessary to cast any vote to which such Owners are entitled.
- (t) **"OWNERSHIP INTEREST"**. The entire right, title and interest of any Owner in all of the freehold and leasehold estates of such Owner in his Sublot.
- (u) **"PERSON"**. A natural individual, corporation, partnership, limited partnership, limited liability company, trust or other entity to which the law attributes the capacity of having rights and duties.
- (v) **"PROPERTY"**. The land described in **EXHIBIT "A"** of the Declaration as the same may from time to time be amended.
- (w) **"RULES"**. Rules and regulations that govern the operation and use of the Sublots and the Areas of Common Responsibility, including the Common Areas and any other property owned by the Association, as such rules and regulations may be adopted from time to time by the Board or the Design Review Committee to implement and carry out the provisions and intent of this Declaration.
- (x) **"SINGLE FAMILY DWELLINGS"**. A Single Family Dwelling shall be a detached unit of residential housing situated on a Sublot.
- (y) **"SITE PLAN"**. The site plan of the Property and adjacent lands which currently shows a total of twenty two (22) Sublots, as the Site Plan may be supplemented, modified and amended from time to time.
- (z) **"SPECIAL DEVELOPER RIGHTS"** means those rights reserved for the benefit of the Developer as provided for in this Declaration and the Code, and shall include, without limitation, the following rights: (1) to expand or contract the Property in accordance with this Declaration; (2) to maintain sales offices, management offices, customer services offices, signs identifying and/or advertising the Property; (3) to use easements through the Common Areas for the purpose of making improvements within the Property; and (4) to appoint or remove any Board Members or officers of the Association during the period that the Developer has the right to elect or designate members of the Board of Trustees.
- (aa) **"SUBLOT"**. A platted single-family lot designated on the Site Plan and upon which a Single Family Dwelling has been or may be constructed.
- (bb) **"SUBSEQUENT AMENDMENT"**. An amendment to this Declaration which may add additional property to that covered by this Declaration. A Subsequent Amendment may, but is not required to: (i) impose, expressly or by reference, additional restrictions and obligations on the land submitted by such Subsequent Amendment to the provisions of this Declaration; and/or (ii) otherwise amend this Declaration and/or the Code.
- (cc) **"TENANT"**. Any person(s) having a possessory leasehold estate in a Single Family Dwelling, other than an Owner.
- (dd) **"TOWNSHIP"**. The Township of Bainbridge, a Township within Geauga County, Ohio

ARTICLE III

RESTRICTONS

Section 3.1 - Common Areas

Developer, all Owners, Occupants and the guests of such parties shall have the right to enter upon, use and enjoy the Common Areas for their intended purposes in accordance with this Declaration, and the applicable Rules.

Section 3.2 - Restrictions for Construction, Alteration, etc.

Restrictions are hereby created upon portions of the Common Areas necessary in connection with the construction, alteration, rebuilding, restoration, maintenance and repair of any utilities and roadways or other similar structures and improvements within the Property or serving the Property; provided, however, that in the exercise of any rights under this restriction, and there shall be no unreasonable interference with the use of any Single Family Dwelling or other structure or improvement on the Property. Any Person benefiting from the foregoing restriction shall indemnify and save harmless the Developer, the Association, and each Owner and Occupant from and against any and all losses, damages, liabilities, claims and expenses, including reasonable attorneys' and paralegals' fees resulting from any such construction, rebuilding, alteration, restoration, maintenance and shall repair any damage caused in connection with such activities to substantially the condition that existed prior to such activities.

Section 3.3 - Restrictions for Community Signs

Restrictions are created over the Common Areas to install, maintain, repair, replace and illuminate signs that are for the general benefit of the Property or for the identification of the Common Areas. The type, size and location of the signs shall be subject to the approval of the Design Review Committee and subject to the laws of the Township and other governmental authorities having jurisdiction.

Section 3.4 - Environmental Restriction

There is hereby reserved for the benefit of Developer, the Association, the Township, the County and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and restriction on, over, and across the Common Areas for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, and procedures from time to time promulgated or instituted by the Board, the Design Review Committee, or by any governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to create, construct, maintain, repair, replace and monitor wetlands to be created by Developer within the Common Areas of the Amber Trails Subdivision and together with the right to maintain designated "wetland" areas (if any), on certain Sublots within the Amber Trails Subdivision, noted on the Final Plat of the Amber Trails Subdivision. The areas indicated as wetlands or streams are under the jurisdiction of the U.S. Army Corps of Engineers. The wetlands, streams, and buffer areas are protected in perpetuity and will be kept in a natural condition. The placement of dredged or fill material, including soil, trash, and the disposal of trees, brush and other debris in the wetlands, streams, and buffer areas is prohibited. There shall be no removal, destruction, or cutting of trees, shrubs or other vegetation in these areas, or the use of fertilizers or spraying with biocides. The flooding of, or drainage of these areas without the prior written permission of the Corps of Engineers and the Ohio Environmental Protection Agency is forbidden.

Section 3.5 - Restrictions to Run With the Lands

All restrictions and rights described herein are restrictions appurtenant to the Property (including the Single Family Dwellings) and the Common Areas, shall run with said lands, perpetually and at all times shall inure to the benefit of and be binding upon the Developer, its successors and assigns, and any Owner, Tenant, Occupant, purchaser, mortgagee, the Township, the County, or other Person having an interest in the Property, or any part or portion thereof. Reference to the restrictions and rights described in any part of this Declaration, in any deed of conveyance, lease, mortgage, trust deed, declaration for another type of residential association, or other evidence of obligation, shall be sufficient to grant such restrictions and rights to the respective grantees, lessees, mortgagees or trustees of such property, or any portion thereof, and to reserve to the grantor or lessor therein, their successors and assigns, as restrictions appurtenant to the remainder of the such properties, restrictions created by this Declaration for the benefit of any Owner, Tenant, Occupant, purchaser, mortgagee, the Township or other Person in respect to any portion of the Property as fully and completely as though such easements and rights were recited fully as set forth in their entirety in such document.

ARTICLE IV

OWNERSHIP AND OPERATION OF COMMON AREAS

Section 4.1 - Conveyances of Common Areas

Developer shall convey the Common Areas to the Association. Such conveyance shall have priority over all liens and encumbrances whatsoever except the easements, covenants, restrictions and provisions of this Declaration; easements, covenants, restrictions, conditions and other similar matters of record; real estate taxes and assessments which are a lien, but are not due and payable at the time of said conveyance; and zoning and other ordinances, if any. Developer shall cause the mortgagee, if any, of the Common Areas to subordinate its mortgage on such areas in favor of this Declaration. The Association shall hold title to said parcels subject to the provisions of this Declaration. The Developer and the Association will have the right to grant at a later time, a Conservation Easement to an appropriate entity who will follow the guidelines a Conservation Easement.

Section 4.2 - Use of Common Areas

Any Owner may delegate, in accordance with the Code of the Association and subject to reasonable rules, regulations, and limitations as may be adopted in accordance therewith, his or her right of enjoyment to the Common Areas to the members of his or her family, permitted tenants, and social invitees and shall be deemed to have made a delegation of all such rights to the Occupants or Tenants of any leased Single Family Dwelling.

ARTICLE V

THE ASSOCIATION

Section 5.1 - Existence

The Association is an Ohio not-for-profit corporation.

Section 5.2 - Membership and Voting Rights

(a) Classes of Membership

The membership of the Association is and shall be divided into two (2) classes:

(1) Class "A" Membership. Each Owner of a Sublot (including, without limitation, the Developer if the Developer is the record titleholder of a Sublot) shall automatically be a Class "A" Member of the Association. Furthermore, membership in the Association is mandatory of all Owners of Sublots within the Property. The Class "A" Membership is appurtenant to the ownership of each Sublot and shall not be separable from the ownership of any Sublot and shall be deemed to have been terminated with any voluntary or involuntary conveyance of any Sublot, whether or not such membership is expressly referred to in the instrument effecting such conveyance, at which time the new Owner or other successor in interest shall immediately and automatically become a Member of the Association with all rights and responsibilities relative thereto. No Owner, whether one or more persons, shall have more than one membership per Sublot owned.

(2) Class "B" Membership. The Developer shall automatically be the sole Class "B" Member of the Association.

(b) Voting Rights

(1) Class "A" Member. Class "A" Members shall be entitled to one (1) equal vote for each Sublot in which they hold the interest required for membership under Section 5.2(a)(1) hereof; there shall be only one (1) vote for each Sublot.

In any situation where a Member is entitled to exercise a vote and more than one (1) Person holds the interest in such Sublot required for membership, the vote for such Sublot shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the vote of the Sublot shall be suspended if more than one (1) Person seeks to exercise it. In the case of a Sublot owned or held in the name of a corporation, partnership, limited partnership, limited liability company, trust or other entity, a certificate signed by such Owner shall be filed with the Secretary of the Association naming the person authorized to cast a vote for such Sublot, which certificate shall be conclusive until a subsequent substitute certificate is filed with the Secretary of the Association. If such certificate is not on file, the vote of such entity shall not be considered, nor shall the presence of a person purporting to act on behalf of such entity at a meeting be considered in determining whether the quorum requirement for such meeting has been met. When a fiduciary or other legal representative of an Owner has furnished to the Association proof of such person's authority, such person may vote as though he or she were the Owner.

(2) Class "B" Member. The Class "B" Member shall be the Developer. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the Code, are specified elsewhere in the Declaration and the Code. The Class "B" Member shall be entitled to appoint a majority of the members of the Board during the Class "B" Control Period, as specified in Article III, Section 2 of the Code. After termination of the Class "B" Control Period, the Class "B" Member shall have a right to disapprove actions of the Board and any committee as provided in Article III, Section 3, of the Code. The Class "B" membership shall terminate and become converted to Class "A" membership, on the last day of the Class B Control Period, as designated in Article IIIA, Section 2 of the Code.

Section 5.3 - Board and Officers of the Association

The Trustees of the Board and the Officers of the Association shall be elected as provided in the Code and shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, the Articles of Incorporation and Code, except as otherwise specifically provided.

Section 5.4 - Rights of the Association

Notwithstanding the rights and easements of enjoyment and use created in Article III of this Declaration, and in addition to any right the Association shall have pursuant to this Declaration or in law, the Association shall have the right:

(a) To borrow money from time to time for the purpose of improving the Common Areas, and may secure said financing with a mortgage or mortgages upon all or any portion of property owned by the Association in accordance with its Articles and Code and subject to the provisions of this Declaration or by a partial assignment of Assessments.

(b) To take such steps as are reasonably necessary to protect the Common Areas from foreclosure.

(c) To convey the Common Areas or a portion thereof, to a successor; provided, however, that any conveyance shall require the consent of the Township except as to easements, leases and licenses affecting the Common Areas, and in all cases the affirmative vote of a majority of the Class "A" Members and the vote of the Class "B" Member, and provided further that such successor shall agree, in writing, to be bound by the easements, covenants, restrictions and spirit of this Declaration.

(d) To enter or authorize its agents to enter on or upon the Property, or any part thereof, when necessary in connection with any maintenance, repair or construction for which the Association is responsible or has a right to maintain, repair or construct. Such entry shall be made with as little inconvenience to the Owner and Occupants thereof as practicable and any damage caused thereby shall be repaired by the Association.

(e) To grant or obtain or dedicate to public use easements and rights-of-way (i) for access and easements for the construction, extension, installation, maintenance or replacement of utility services and facilities, or (ii) to or from a public utility or governmental authority, and to or from any body or agency which has the power of eminent domain or condemnation over any portion of the Property.

ARTICLE VI

RESPONSIBILITIES OF THE ASSOCIATION

The Association shall have the exclusive duty to perform the following functions:

Section 6.1 - Maintenance of Areas of Common Responsibility, Including Utilities

The Association shall maintain the Areas of Common Responsibility in a clean, safe, neat, healthy and workable condition, and in good repair, and shall promptly make all necessary repairs and replacements, structural and nonstructural, ordinary as well as extraordinary, subject only to the provisions of this Declaration. The Association may provide equipment and supplies necessary for the maintenance (including landscape maintenance) and enjoyment of such property. All work performed by the Association under this Article shall be performed in a good and workmanlike manner. The following are included among such Areas of Common Responsibility

- (a) Entranceway Areas. To operate, and to maintain, repair and replace, any now-existing or hereafter-created entranceway area at or in the vicinity of any entrance to the Property from public or private roads, and all associated landscaping and other related facilities such as any mail house or school bus waiting structure, walkways, benches, sprinkler systems (to be maintained in perpetuity at the front entrance for landscaping irrigation), signs, lighting, traffic control devices, decorative or screening walls and fences, ponds and fountains and pumps situated at or in the vicinity of the entrance to the Property. The Association shall also pay or reimburse the Developer for any real estate taxes assessed with respect to any such entranceway area and the improvements thereon, and the Association shall unconditionally accept a deed to and hold title to such portions of the Common Areas and the improvements thereon that are the Association's responsibility to maintain.
- (b) Perimeter Fences and Walls. To maintain, repair and replace any fences, walls, buffers, landscaping, and gates situated within the Common Areas.
- (c) Drainage System. To maintain all lakes, ponds (including retention and detention ponds), canals, piping, culverts, drains, and other facilities now or hereafter situated upon any portion of the Property which are designed for drainage controls for the Property and are intended for the collection, retention, detention, transmittal or disposal of storm-water in clean and sanitary condition and in good order and repair and to make all replacements and renewals necessary to so maintain the same. The cleaning, maintenance and repair of gutters, downspouts and other facilities attached to Single Family Dwellings are the responsibility of the Owners of such Single Family Dwelling.
- (d) Common Areas and Open Spaces. To maintain the Common Areas in good and attractive condition, for the use and enjoyment of Owners. The Association shall also pay or reimburse Developer for any real estate taxes and assessments assessed with respect to any such Common Areas, and the Association shall accept a deed to and hold title to such areas. The obligations set forth in this subsection shall be deemed to run with and burden the party accepting any such deed and title to the Common Areas. The Open Spaces and Common Areas on the Site Plan shall remain as such. The Association shall not convey, assign, transfer or otherwise sell any Common Area or Open Space without the express written consent of the Township. The Common Areas and Open Spaces shall be utilized solely for passive purposes, and no active recreational pursuit shall be permitted on the Common Areas including, but not limited to use of motorized vehicles, all terrain vehicles and similar vehicles. The Common Areas and Open Spaces shall be maintained to comply with the Cluster Development Regulations of the Township in effect at the time of recording of this Declaration, and any amendments thereto, it being the purpose and intent of the Developer and the Township to maintain the Common Areas and Open Space in their natural condition.

Section 6.2 - Taxes and Assessments

The Association shall pay all taxes and assessments levied against portions of the Property owned by the Association and levied against the Areas of Common Responsibility, including, without limitation, personal property taxes, general real estate taxes and special assessments certified by the applicable public authority following conveyance of such property to the Association, the same to be prorated to the date such property is created as a separate tax parcel and is submitted to this Declaration.

Section 6.3 - Insurance and Reconstruction

- (a) Insurance. The insurance which may be carried, at the Associations sole discretion, upon the Common Areas shall be governed by the following provisions:
 - (1) Casualty Insurance. The Association may carry casualty insurance on all insurable improvements comprising the Common Areas and all personal property as may be owned by the Association and for which the Association is responsible.
 - (2) Liability Insurance. The Association may insure itself, the members of the Board, the Owners and Occupants of Single Family Dwellings against liability for personal injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Common Areas, including, without limitation, water damage, legal liability, hired automobile, non-owner automobile and off-premises employee coverage, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) in respect to personal injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one occurrence, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to damage to or destruction of property arising out of any one accident. In the event the insurance effected by the Association on behalf of the Owners and Occupants of Single Family Dwellings who are not Owners against liability for personal injury or property damage arising from or relating to the Common Areas shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a Common Expense to the Owners. The Association shall also obtain directors (trustees) and officers liability coverage, if reasonably available.

(3) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association at least thirty (30) days prior to the expiration date of such policies and shall be assessed as Common Expenses.

(4) Rating of Insurance Company. All policies for insurance of the Association shall be written with a company licensed to do business in Ohio and holding a rating of B/VI or better in the Financial Category as established by A. M. Best Company, Inc. if reasonably available, or, if not available, the most nearly equivalent rating.

Section 6.4 - Management

The Association shall provide the management and supervision for the operation of the Areas of Common Responsibility. The Association shall establish and maintain such policies, programs and procedures to fully implement this Declaration for the purposes intended and for the benefit of the Members and may, but shall not be required to:

(a) Adopt Rules;

(b) Engage employees and agents, including without limitation, security personnel, attorneys, accountants and consultants, maintenance firms and contractors;

(c) Delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company. Such delegation may be evidenced by a management contract which shall provide for the duties to be performed by the managing agent and for the payment to the managing agent of a reasonable compensation. Upon the expiration of each management agreement, the Association may renew said management agreement or enter into a different agreement with the same or a different managing agent, provided that no management agreement or renewal thereof shall be for a period longer than three (3) years, and provided, further, that the Board may designate a different managing agent with whom the Association shall enter into an agreement after the end of the then existing management agreement; and

(d) The management agreement may be with an entity owned by or associated with Developer or owned by, associated with, controlled or employed by any partner, member, trust, shareholder, officer, director, agent or employee of Developer, and may be for a period of time not to exceed three (3) years, in Developer's sole discretion. The compensation payable to the Developer or its affiliate shall be comparable to compensation paid to unrelated management companies located in the Northeast Ohio area for similar types of developments.

Section 6.5 - Enforcement

The Association shall take all actions reasonably necessary under the circumstances to enforce the covenants and restrictions set forth in Article VII hereof.

Section 6.6 - Rules and Regulations

The Association, through the Board, may make and enforce reasonable rules and regulations governing the Areas of Common Responsibility, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Code of the Association. An Owner shall be subject to the foregoing sanctions in the event of a violation by such Owner, his family, guests, Tenants or by his co-Owners or the family, guests or Tenants of such co-Owners. Furthermore, the Association, through the Board, may enforce Township resolutions, or other laws, or permit the Township or other governmental authorities having jurisdiction to enforce resolutions or other laws on the Property, all for the benefit of the Association and its Members.

Section 6.7 - General

The Association shall perform and carry out all other duties and acts reasonably necessary to give effect to and implement the intent of the provisions of this Declaration.

Section 6.8 - Original Developer's Rights

During the Class "B" Control Period, the Original Developer shall exercise all or any of the powers, rights, duties and functions of the Association, including, without limitation, the right to levy special assessments as authorized herein, the right to enter into a management contract, the right to obtain insurance under Original Developer's blanket policy (if any), the right to perform each duty and obligation of the Association set forth herein, the right to collect assessments and disburse all funds of the Association, and the right to have a lien (and to foreclose said lien) on a Sublot for unpaid assessments in the manner and to the extent granted to the Association as herein provided. The Original Developer shall forever be exempt from and shall not be required to pay any Association dues, fees, Assessments or Additional Assessments, regardless of whether Original Developer is a Class A or B Member, or both. No amendment to this Section 6.8 shall ever be made without the consent of Original Developer.

ARTICLE VII

COVENANTS AND RESTRICTIONS

The intent of this Declaration is to cause the Property to be well kept and maintained. Therefore, the covenants and restrictions provided in this Article shall be applicable to the Owners, land contract vendees, Lessees, Tenants and Occupants of the Property. Notwithstanding the foregoing, this Article VII shall not be applicable to the Farm Sublot. The following Covenants and Restrictions shall be broadly construed and interpreted in furtherance of this intent. The Association, acting through its Board, shall have standing and the power to enforce such standards.

The Association, acting through the Board, shall have authority to make and to enforce standards and restrictions governing the use of the Property in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. Such regulations and use restrictions shall be binding upon all Owners, land contract vendees, Lessees, Tenants and Occupants.

Section 7.1 - Covenant of Good Maintenance

Each Owner and Occupant shall have the exclusive duty to perform the following functions:

(a) Maintenance and Repair.

(1) Each Owner and Occupant of a Single Family Dwelling shall maintain such Single Family Dwelling in good condition and repair and shall keep the exterior and interior of such Single Family Dwelling and the adjacent Common Areas free from debris, rubbish, rubble and other conditions created by such Owners or Occupants or their guests.

(2) If a repair or replacement required of an Owner is not promptly commenced or is not diligently and continuously completed by an Owner, the Association shall have the right (but not the obligation) to commence or complete the repair or replacement and shall charge the Owner for the cost thereof (together with a reasonable charge for the Association's overhead and administrative costs). If said charge is not paid by the Unit Owner, the Association shall levy a special Assessment against the Owner.

Section 7.2 - Trailers

No temporary buildings, trailer, recreation vehicle, garage, tent, shack, barn, or any similar structure shall be used, temporarily or permanently, as a residence on any part of the Property at any time.

Section 7.3 - Fences, Walls and Hedges; Mail Boxes

Fences, walls, trees, hedges, and shrub plantings shall be maintained in a slightly and attractive manner, and shall not obstruct the right-of-way sight lines for vehicular traffic. Fences or walls of any kind shall not be erected, begun or permitted to remain upon any portion of the Property unless approved by the Design Review Committee or unless originally constructed by Developer. All mail boxes shall be uniform in appearance with the size, type, color and location prescribed by the Developer or the Design Review Committee.

Section 7.4 - Nuisance

No noxious or any activity constituting an unreasonable source of discomfort or annoyance shall be carried on upon any portion of the Property (including the Single Family Dwelling situated thereon), nor shall anything be done thereon that may be or become a nuisance or annoyance to other Owners. The Board shall have absolute power to determine what is "reasonable" and what is "unreasonable" under this Section. Agricultural pursuits on the Farm Sublot shall not be deemed a nuisance by virtue of its agricultural use and shall be conducted in accordance with customs and practices generally prevailing in the State of Ohio for whatever agricultural activities are in use on the Farm Sublot.

Section 7.5 - Animals

Only pets of the customary household variety may be kept or maintained on any Sublot and no pets shall be kept or maintained so as to create a nuisance. No wild or undomesticated animals shall be permitted to be kept or maintained upon any Sublot or any Common Area. The Rules of the Association may limit the number of pets which may be kept in any one Single Family Dwelling. The Board shall have absolute power to prohibit a pet from being kept on the Property or within a Single Family Dwelling if the Board finds a violation of this Declaration.

Section 7.6 - Storage of Material and Trash Handling

No lumber, metals, bulk material, refuse or trash shall be burned, whether in indoor incinerators or otherwise (excluding the burning of firewood in a fireplace), kept, stored or allowed to accumulate on any portion of the Property, except normal residential accumulation pending pick-up and except building materials during the course of construction or reconstruction of any approved building or structure, except firewood may be stored within Single Family Dwellings, barns and permitted storage buildings, on patio areas or other areas designated by the Board if a Single Family Dwelling contains a fireplace. If trash or other refuse is to be disposed of by being picked up and carried away on a regular recurring basis, containers may be placed in the open on any day that a pick-up is to be made, thereby providing access to persons making such pick-up. At all other times such containers shall be stored in such manner that they cannot be seen from adjacent and surrounding property. No dumping of rubbish shall be permitted on any portion of the Property. Anything herein to the contrary notwithstanding, the Association or the Board may adopt a Rule or Rules which permit burning, incineration or storage of refuse or trash if the same becomes reasonably necessary for the safety, health or welfare of the Occupants, and is permitted by law.

Section 7.7 - Storage of Vehicles and Machinery; No Parking on Association Roads

No truck (except a two-axle truck with no more than four tires), camper, camper trailer, recreation vehicle, boat, boat trailer, all terrain vehicle, airplane, snowmobile, commercial vehicle, van, mobile home, tractor, bus, farm equipment, off-road vehicles or other vehicle of any kind, licensed or unlicensed, shall be stored on any driveway or other area in or upon the Property for more than twenty-four (24) hours in any calendar year, except in the confines of garages, or parking areas approved by the Design Review Committee. No machinery of any kind shall be placed or operated upon any portion of the Property except such machinery which is customarily required for the maintenance of the Property, related improvements, lawns and landscaping.

Section 7.8 - Grading

No Person shall change the grade on any portion of the Property without first obtaining the consent of the Design Review Committee.

Section 7.9 - Drainage Ditches

No Person shall interfere with the free flow of water through any drainage ditches or storm sewers within the Property. The Township, the County, the Geauga Soil and Water Conservation District (“GSWCD”), or other governmental authority having jurisdiction shall have the right, but not the duty, to enter upon the Common Areas of the Property to inspect, repair and maintain all storm water drainage and courses, detention and retention ponds, ditches, structures and appurtenances for the purpose of relieving any drainage condition, flooding condition or threatened flooding condition which might be harmful to other property within the Township. GSWCD shall have the right of entry, for inspection purposes, of the storm water retention flow structures on the Common Areas and on Sublots 4, 5 and 6 of the Property. Unless approved by the Developer and the GSWCD, the storm water retention facilities shall not be altered, modified, removed or replaced in any manner, to insure its original designed function. The Association shall be responsible for all maintenance and repair of the storm water detention facilities after they are installed to insure its original designed function, regardless of whether they are located on Common Areas or upon Sublots. It will be the Association's responsibility to maintain and make all necessary repairs to the Stormwater Detention Facilities located on the property to insure its original designed function including but not limited to the following:

1. Stormwater Pond Monthly Maintenance

1. Removal of floating debris
2. Removal of woody vegetative growth from pond area including embankments
3. Removal of trash and/or sediment accumulation
4. Removal of obstructions in orifices and/or outlets
5. Mowing of pond, banks and dam

1. Stormwater Pond and Annual Maintenance

1. Repair erosion to the outfall or spillway
2. Repair and/or replace any damaged structures (i.e. catch basins, risers, pipes and headwalls)
3. Repair animal burrows and/or other leaks in the dam
4. Debris should be removed from overflow spillway and grates

Section 7.10 - Compliance with Township Codes and Township Board of Zoning Appeals Requirements

Each Owner shall comply with Township and other governmental requirements and the requirements imposed by the Township when Amber Trails Subdivision was approved. It is agreed that a violation of any such requirements or any restriction, condition, covenant or restriction imposed now or hereafter by the provisions of this Declaration is a nuisance per se that can be abated by the Association or such governmental authority.

Section 7.11 - Architectural Standards

All buildings shall have a sloping roof with a minimum pitch of 6 to 12. The highest point of the roof shall be considered at the ridge pole, which shall be located near the center of the building. The low line of the roof shall parallel the exterior perimeter. All materials for construction are subject to approval of the Design Review Committee and materials appropriate to the style of architecture are required. All accessory buildings, garages, sheds and the like shall be of the architectural style of the main house and shall be constructed of the same building materials. No grading or landscaping shall be performed on any Sublot, nor shall any building or structure, nor any addition thereto, nor any alteration thereof be erected, reconstructed, placed or suffered to remain upon any Sublot unless and until two (2) copies (one of which may be permanently retained by the Developer) of plans and specifications thereof showing in such detail as Developer may request, the size, location, type, cost, use, the materials of construction, the color scheme, the plot plan and grading plan of the Sublot (including the grade elevation of said buildings and structures) have been furnished to and approved in writing by the Developer and/or the Developer's Architect. The Developer reserves the right to reject all such plans and specifications as aforesaid for any reasonable ground, including, but not limited to aesthetic reasons. All plans submitted shall be drawn to 1/4" or 1/8" scale and include floor plans for all levels, plot plans and elevations. Elevations shall call out materials and colors

specified. Developer's approval of such plans and specifications shall not be withheld if the same comply with the requirements of the general plan of the Amber Trails Subdivision. Developer and/or Architect shall act on all plans submitted within fourteen (14) days after submission by the Owner. Owner must likewise comply with all Bainbridge Township and Geauga County requirements regarding architectural and site plan approval.

1. A Single Family Dwelling shall contain either one (1) or two (2) stories. A one (1) story dwelling is a structure, with a living area being on the first floor space only, and a space between the first floor ceiling and the roof of inadequate height to permit its use as a dwelling space. A two (2) story dwelling is a structure, the living area of which is on two (2) levels connected by a stairway. The living area of any dwelling shall not be smaller than the finished habitable area. Living area shall not include garages, attics, basements, breezeways, patios or any area not heated for year around living.
1. The living area of a one (1) story Single Family Dwelling shall not be less than three thousand (3,000) square feet. The living area of a two (2) story Single Family Dwelling shall not be less than three thousand two hundred (3,200) square feet. Developer reserves the right to make minor variances in the minimum square footage if, in its opinion, the intent of this section is maintained.
1. Garages must be capable of garaging not less than two (2) full size automobiles, and must be attached to the Single Family Dwelling and shall only have a side entry so that the automobile entry shall not face the street. In specific cases warranting relief, the Design Review Committee shall have the right to grant variances to permit front entry garages, particularly on corner lots with frontage on two (2) streets.
1. Substantial duplication of existing or planned exterior characteristics of a Single Family Dwelling for a Sublot may only be permitted with approval of the Design Review Committee and shall, in the opinion of the Design Review Committee, be far enough away from the existing Single Family Dwelling to avoid the appearance that the Single Family Dwellings are "cookie cutter" in style.
1. Not more than two (2) accessory buildings, conforming in style to the Single Family Dwelling shall be permitted in the rear of a Sublot.
1. All electrical, television, telephone and other communication cables shall be installed underground on all Sublots.
1. No television towers, radio towers, or visible or external antennas of any type shall be permitted on a Sublot that are in excess of one (1) meter, unless such receiving device is exempt from this Declaration by the rules of the Federal Communications Commission, or laws of the United States or the State of Ohio. The Design Review Committee shall not prohibit or regulate such receiving devices so as to interfere with the receipt of communication signals when prohibited by rules of the Federal Communications Commission.
1. All fuel storage containers shall be placed within the Single Family Dwelling, or accessory building, or underground, and shall be in conformity with all applicable Township, State and Federal Regulations.

Section 7.12 - Landscaping Standards

To insure that the natural beauty and rural character of the Property is preserved, all landscaping shall be in keeping with the existing natural and man-made features. All plantings shall be of varieties that are indigenous to the Geauga County area, and shall be grouped in such a manner as they would appear naturally. Within nine (9) months after occupancy of a Single Family Dwelling, lawns and landscaping shall be installed on all disturbed areas of the Sublot. All lawns shall be properly mowed and trimmed at all times. Formal gardens and mowed lawns shall be allowed within the building setback lines. A strip of land fifteen (15) feet wide may be mowed on either side of the driveway within the front yard setback. Each Sublot Owner will be obligated to plant one (1) Pin Oak Tree with no less than a three (3) inch caliper every 40 feet of lot frontage of the right of way, within nine (9) months after occupancy of Single Family Dwelling. No fences of any type other than those provided by the Developer shall be allowed on the front, side or rear property lines. It is the intent of this Declaration not to preclude the use of fences, hedges or other garden features, merely to limit their position to within the building setback lines as indicated on the site plan or any subdivision plat for the Property. Driveways shall be surfaced with either asphalt, paving brick or concrete no later than six (6) months after the Single Family Dwelling receives a certificate of temporary or permanent occupancy, which first occurs.

Section 7.13 - Use Prohibition

The following activities shall be prohibited on the Property:

1. Drilling or operating oil or gas wells on the Sublots, nor shall the Sublots be consolidated or unitized to create a drilling unit for oil and gas well drilling.
1. Mining or extraction of any minerals, including the removal of sand or gravel, provided, however this restriction shall not prohibit the removal of any material in connection with development of the Property by Developer.

1. Temporary or permanent signs, billboards or advertising devices of any kind with the exception of (i) signs not larger than six (6) square feet for offering homes for sale shall be permitted on the Sublot to be sold; (ii) any entrance sign and subdivision sign and builder model home sign; and (iii) signs that shall identify the Developer, any builder of a Single Family Dwelling on a Sublot, and the Amber Trails Subdivision.
1. No outdoor drying of clothes shall be permitted on any Sublot or Common Area.
1. No spiritous or fermented liquor shall be manufactured or sold, either at the wholesale or retail, and no place of public entertainment or resort of any character shall be established, conducted or operated in any manner.
1. No trees larger than eight (8) inches in circumference, measured at a height of three (3) feet above the ground may be removed in the front yard, (the right-of-way line to the building line of the Single Family Dwelling on any Sublot) without approval of the Design Review Committee.

Section 7.14 – Residential Use

Each Sublot shall only be used for single family, private residence purposes and for home occupations permitted by the Bainbridge Township Zoning Resolution.

Section 7.15 - Violation of this Article

If any Person required to comply with the foregoing Covenants and Restrictions is in violation of any one of same, including, but not by way of limitation, design review criteria or standards established by the Design Review Committee, the Developer (as long as the Developer is a Class "B" Member of the Association) or the Board and/or the Design Review Committee and/or the Covenants Committee shall have the right to give written notice to such Person to terminate, remove or extinguish such violation. Such notice shall expressly set forth the facts constituting such violation.

Except in the case of an emergency situation, the violating party shall have fifteen (15) days after written notice of the violation to take reasonable action to cause the removal, alleviation or termination of same. In the case of an emergency situation, or in the case of the failure of the violating party to comply with the provisions hereof after notice, the Developer and/or the Association shall have the right, through their respective agents and employees, to enter upon the land where the violation exists and to summarily terminate, remove or extinguish the violation. In addition to the foregoing, the Developer and/or the Association shall have the right to obtain an injunction from any court having jurisdiction for the cessation of such violation or attempted violation of this Article. The rights and remedies of the Association and Developer contained in this Article shall be nonexclusive and in addition to any other right or remedy available at law or in equity, including a claim or action for specific performance and/or money damages (including punitive damages), and attorneys' and paralegals' fees. Furthermore, the failure or neglect to enforce any term, covenant, condition, restriction, right or procedure herein shall in no event and under no circumstances be construed, deemed or held to be a waiver with respect to any subsequent breach or violation thereof. Subject to the provisions of the Section of the Code entitled, "**Hearing Procedure**", a Person in violation of this Article VII shall be obligated to the Association and/or Developer for money damages and for the full amount of all costs and expenses, including attorneys' and paralegals' fees, incurred to remedy any such violation. If said amounts are not paid within ten (10) calendar days following said notification, then said amount shall be deemed "delinquent", and shall, upon perfection as provided in Section 9.4, become a continuing lien upon the portion of the Property owned or occupied by such Person(s) and a personal obligation of the Person(s) violating this Article. In addition, the Owner of any portion of the Property shall be liable jointly and severally for any obligations of any Occupant of such Owner's property.

Section 7.16 - Restrictions of Other Documents

Nothing contained in these Restrictions shall preclude the imposition of more stringent restrictions imposed elsewhere in this Declaration, restrictions imposed in deeds conveying the Property or portions thereof and restrictions imposed by the Design Review Committee so long as such restrictions are not inconsistent with restrictions imposed by this Declaration, and will not apply to the Farm Sublot, so long as it is used for any agricultural purpose, created by the Association or adopted by the Board.

Section 7.17- Access to Property

It is understood that under no circumstances will any construction traffic be brought in off of Nighthawk Drive, of the Edgewater Reserve Development. During the construction of any home, **all** traffic will come in from Taylor May. Each homeowner will be responsible for advising all contractors and contractors' subcontractors to utilize Taylor May for access to development. Each home owner is to notify Developer in writing that each subcontractor has been made aware of this mandatory regulation. If this is in any way violated, the Home Owner will be fined or otherwise penalized and responsible for any damages.

ARTICLE VIII

DESIGN REVIEW COMMITTEE

Section 8.1 - Power of Committee

There is hereby created a Design Review Committee for the purpose of architectural and engineering control to secure and maintain an attractive, harmonious residential community. The Developer shall function as and grant all approvals for initial construction of a Single Family Dwelling provided for herein until the Developer conveys the last Sublot the Developer owns in Amber Trails Subdivision, except that the Developer may elect to delegate and assign such duties and responsibilities to the Committee prior to that time. The Committee appointed by the Developer need not be made up of members of the Association, and may consist of the Developer and one (1) or more other persons. After control of the Committee has been transferred over to the Association, the Committee shall be composed of no less than three (3) individuals appointed by the Board of Trustees to serve at the Board's pleasure. A vote of the majority of members of the Committee shall be required to constitute the decision of the Committee. The Committee shall establish rules and procedures for submittal of drawings for approval of any building to be constructed at the Property. During the time the Developer is in control of the Committee, all drawings must be submitted at least one (1) week in advance of any requested approval at the office of the Developer. Drawings must be prepared by an architect registered to practice in the State of Ohio. No approval will be given to any building plans unless the architect who prepared the plans is present at the meeting at which the plans are reviewed by the Committee, while the Developer is in control of the Committee. The Design Review Committee shall have no power or authority to control the location, design or construction materials or methods of any structure used in or incidental to the use of the Farm Sublot.

Section 8.2 - Operation of Committee

No Single Family Dwelling, or any accessory building on a Sublot, shall be constructed, altered, modified or changed in any way which changes exterior or the appearance thereof, nor shall any Single Family Dwelling be built, rebuilt, nor shall any grading or landscaping for a Sublot be changed unless an application, plans and specifications for the proposed alteration, modification or change shall have been submitted to and approved in writing by the Committee. All plans submitted shall be drawn to one-quarter (1/4) or one-eighth (1/8) inch scale and include floor plans for all levels, and shall include grading plans, and exterior elevations. Elevations shall call out all building materials and all colors of the exterior materials shall be specified. No construction shall be performed on any Sublot except by builders who have been approved by the Design Review Committee in writing, it being the intent of the Original Developer to maintain the quality of homes on the Property by permitting construction only by contractors who have, in the Design Review Committee's judgment, the ability and experience to build quality custom homes in accordance with the Original Developer's general plans and a vision for the Property. The rights of the Committee set forth in this subsection are in addition to the rights of the Committee as set forth elsewhere in this Declaration. The provisions of this subsection requiring submission of plans and specifications to and obtaining approval from the Committee shall not be applicable to the Developer, nor any entity related to or affiliated with the Developer or designated by the Developer as being subject to the provisions of this subsection. Article VIII of these Restrictions shall not apply to the Farm Sublot.

Section 8.3 - Inspection

The Design Review Committee may inspect work being performed with its permission to assure compliance with this Declaration and applicable regulations. The presence of a member of the Design Review Committee, or an agent thereof, on any Sublot, shall not be deemed a trespass so long as the presence is in furtherance of said member's duties as a member of the Design Review Committee. The Design Review Committee shall have access to a Single Family Dwelling at reasonable times and upon reasonable notice to the Owner of such Single Family Dwelling.

Section 8.4 - Violations and Remedies

Should any Single Family Dwelling or accessory building be altered, constructed, or related improvements be reconstructed or removed from or upon any Sublot, or should the use thereof be modified in any way from the use originally constructed or installed without first obtaining the prior written approval of the Developer or Design Review Committee as provided in this Article VIII, such act shall be deemed to be a violation of this Article VIII and this Declaration. Any party violating this Article VIII shall, immediately upon the receipt of written notice of such violation from the Developer or Design Review Committee, cease and desist from the commission of any such act and immediately commence to take such steps as will alleviate or remedy any such condition of default and shall continue with all due diligence thereafter until the satisfactory completion of same. Should the party committing such act in contravention of this Article VIII fail to immediately take such remedial action as aforesaid, then and in such event, the Association shall have the right, but not the obligation, in addition to any and all other rights or remedies available to it at law or in equity, each of which remedies shall be deemed to be nonexclusive, to do any of the following:

- (a) Abate Violation: Without liability to the Owner of the Sublot, cause its agents and employees to enter upon the Sublot and/or the Single Family Dwellings or accessory building, as the case may be, for the purpose of summarily abating any such use and/or removing any such building or structure or other improvement.
- (b) Seek Injunction: Apply to a court having jurisdiction over the Property for the purpose of obtaining an injunction directing the violating party to abate any such use and/or removing any such building or structure wherever located in Amber Trails Subdivision.
- (c) Seek Reimbursement: Seek full and complete reimbursement from any party committing any of the aforesaid acts in contravention of this Article VIII, of any costs, damages and expenses (including without limitation court costs, attorneys' and paralegals' fees, litigation costs, and costs to collect such sum) incurred by the Association with respect to its exercise of any of its rights for the purpose of remedying any such condition of default.
- (d) Treat as Assessment: Should the party committing any acts in contravention of this Article VIII be an Occupant and should such Occupant fail to immediately pay the full amount of all costs, damages, and expenses referred to in above, the Association shall be

entitled to treat such amount as an Assessment against the Sublot of which such Occupant is or was the Owner, a member of the Owner's family or a guest or invitee of such Owner.

ARTICLE IX

ASSESSMENTS

Section 9.1 - Definition of Assessments

As used in this Declaration, Assessments shall mean all of the costs and expenses incurred by the Association in the exercise of its obligations with respect to the Areas of Common Responsibility, including, without limitation:

- (a) All expenditures required to fulfill the responsibilities of the Association, including, but not limited to, expenditures relating to maintenance fees;
- (b) All amounts incurred in collecting Assessments, including all legal and accounting fees;
- (c) Reserves for uncollectible Assessments, unanticipated expenses, replacements, major repairs and contingencies;
- (d) Annual capital additions and improvements and/or capital acquisitions (but not repairs or replacements) having a total cost in excess of Five Thousand Dollars (\$5,000.00), without in each case the prior approval of the Class "B" Member and the vote of at least a majority of the Class "A" Members. In case of an emergency requiring prompt action to avoid further loss, the Board shall have the discretion to expend whatever is necessary to mitigate such loss.
- (e) Such other costs, charges and expenses which the Association determines to be necessary and appropriate within the meaning and spirit of this Declaration.

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Section 9.2 -Responsibility for Payment of Assessments

The Developer or the Board shall prepare or cause the preparation of an annual operating budget for the Association and shall fix the amount of the Assessments. Written notice of the Assessments shall be sent to the Owner of each Single Family Dwelling. Payment of Assessments may be required by the Developer or Board on a monthly, quarterly, semi-annual or annual basis. The initial annual Assessment shall be Five Hundred Fifty Dollars (\$550.00) per Sublot and shall be paid by the Owner to the Association upon acquiring title to each Sublot. This will cover the initial dues and first year payment.

Section 9.3 - No Exemption for Non-Use of Facilities; No Refund of Reserves

A Member not otherwise exempt from the Assessments may not exempt himself from liability for Assessments levied against him by waiver of the use of the Common Areas that are owned and/or operated by the Association. Furthermore, no Member shall be entitled to any portion of the funds held for reserves; nor shall any Owner have a claim against the Association with respect thereto.

Section 9.4 - Creation of Lien and Personal Obligation

Each Owner hereby covenants and agrees by acceptance of the deed to a Sublot whether or not it shall be so expressed in any such deed or other conveyance, to pay to the Association all Assessments levied against such Owner in accordance with this Declaration on or before the due date for any such Assessment. In the event that the Assessment is not paid ten (10) days after the Assessment is levied, then such Assessment shall be "delinquent" and the Assessment, together with the Costs of Collection, as hereinafter defined in Section 11.3 hereof shall, upon "Perfection" as provided in Section 10.1, become a continuing lien upon the interest of such Person in his Sublot and shall bind such Owner, his heirs, devisees, personal representatives, successors and assigns. A Co-Owner of a Sublot shall be personally liable, jointly and severally, with all other Co-Owners for all Assessments made by the Association with respect to said Sublot.

Section 9.5 - Non-Liability of Foreclosure Sale Purchaser for Past Due Assessments

Where the mortgagee of a first mortgage of record acquires an Ownership Interest as a result of foreclosure of the mortgage or an acceptance of a deed in lieu of foreclosure, such mortgagee, its successors and assigns, shall not be liable for the Assessments levied against the Owner of such Ownership Interest prior to the acquisition of the Ownership Interest. The Owner or Owners of an Ownership Interest prior to the judicial sale thereof shall be and remain personally liable, jointly and severally, for the Assessments accruing against the judicially sold Ownership Interest prior to the date of the judicial sale as provided in Section 10.3, but any unpaid part of the Assessments shall be assessed and levied against all of the Owners, including the Owner of the Ownership Interest foreclosed, his successors or assigns, at the time of the first Assessment next following the acquisition of title by such mortgagee, its successors and assigns.

Section 9.6 - Liability for Assessments on Voluntary Conveyance

Upon the voluntary conveyance of an Ownership Interest the grantee of the Ownership Interest shall be jointly and severally liable with the grantor for all unpaid Assessments levied pursuant to this Declaration against the grantor of his Ownership Interest prior to the time

of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such prospective grantee, upon written request delivered to the Association, shall be entitled to a statement from the Trustees of the Board or an officer of the Association setting forth the amount of all unpaid Assessments due the Association with respect to the Ownership Interest to be conveyed and such grantee shall not be liable for, nor shall the Ownership Interest conveyed be subject to a lien, for any unpaid Assessments which become due prior to the date of the making of such request if the same are not set forth in such statement. The Association may require the advance payment of a processing fee for the issuance of the statement of unpaid Assessments. A devise of an Ownership Interest or the distribution of said Ownership Interest pursuant to the Statute of Descent and Distribution shall be deemed to be a voluntary conveyance. An unpaid Assessment shall not be deemed a charge or lien against the Ownership Interest until perfected as such pursuant to Article X.

Section 9.7 - Additional Assessments

If the Assessments shall for any reason prove to be insufficient to cover the actual expenses incurred by the Association, the Association shall, at such time as it deems it necessary and proper, levy an additional assessment (the "**Additional Assessment**") against the Owners of Sublot. Each such Owner shall pay an equal share of each such Additional Assessment as if the Additional Assessment were part of the original Assessment.

ARTICLE X LIENS

Section 10.1 - Perfection of Lien

If any Owner or a Developer shall fail to pay an Assessment or Additional Assessment levied in accordance with this Declaration (such Owner hereinafter referred to as the "**Delinquent Owner**") when due and such Assessment or Additional Assessment is delinquent, or if an Owner or a Developer shall violate any rule or breach any restriction, covenant or provision contained in this Declaration or in the Code, the Board may authorize the perfection of a lien on the Ownership Interest of the delinquent and/or violating Owner or Developer by filing for record with the Recorder of Geauga County, a Certificate of Lien. The Certificate of Lien shall be in recordable form and shall include the following:

- (a) The name of the delinquent Owner.
- (b) A description of the Ownership Interest of the delinquent Owner.
- (c) The entire amount claimed for the delinquency and/or violation, including interest thereon and Costs of Collection (defined in Section 11.3).
- (d) A statement referring to the provisions of this Declaration authorizing the Certificate of Lien.

Section 10.2 - Duration of Lien

Said lien shall remain valid for a period of five (5) years from the date of filing of said Certificate of Lien, unless sooner released or satisfied in the same manner provided by law for the release or satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in action to discharge such lien. A lien may be renewed by the subsequent filing of a Certificate of Lien prior to the expiration of the five (5) year period referred to above.

Section 10.3 - Priority

A lien perfected under this Article X shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide mortgagees which have been heretofore filed for record. A lien perfected pursuant to this Article may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association after authorization from the Board. In any such foreclosure action, the affected Owner shall be required to pay reasonable rental for such Ownership Interest during the pendency of such action and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. Any funds received at the judicial sale of the delinquent Owner's Ownership Interest in excess of mortgage liens, court costs and the taxes and assessment liens shall be paid over to the Association to the extent of its lien.

Section 10.4 - Dispute as to Assessment

Any Owner who believes that an Assessment levied by the Association against him for which a Certificate of Lien has been filed by the Association has been improperly determined, may bring an action in the Geauga County Common Pleas Court for the discharge of all or any portion of such lien; but the lien shall continue until the actual amount of the lien so determined is paid in full or otherwise is fully discharged.

Section 10.5 - No Waiver Implied

The creation of a lien upon an Ownership Interest owned by a delinquent Owner shall not waive, preclude or prejudice the Association for pursuing any and all other remedies granted to it elsewhere in this Declaration, whether at law or in equity.

Section 10.6 - Personal Obligations

The obligations created pursuant to this Article X shall be and remain the personal obligations of the delinquent Owner until fully paid, discharged or abated and shall be binding on the heirs, personal representatives, successors and assigns of such delinquent Owner.

ARTICLE XI REMEDIES OF THE ASSOCIATION

Section 11.1 - Denial of Voting Rights

If any Owner fails to pay an Assessment when due, such Owner and the Occupants of any and all Single Family Dwellings of such Owner shall not be entitled to vote on Association matters until said Assessment is paid in full.

Section 11.2 - Specific Remedies

The violation of any Rule, or the breach of any restriction, covenant or provision contained in this Declaration or in the Code, shall give the Association and the Original Developer the right, in addition to all other rights set forth herein and provided by law, (a) to enter upon the Sublot or portion thereof upon which, or as to which, such violation or breach exists, and summarily abate and remove, at the expense of the Owner or Developer of the Ownership Interest where the violation or breach exists, any structure, thing, or condition that may exist thereon, which is contrary to the intent and meaning of this Declaration, the Code, or the Rules, and the Association, or its designated agent shall not thereby be deemed guilty in any manner of trespass; (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; (c) to commence and prosecute an action for specific performance or an action to recover any damages which may have been sustained by the Association or any of its Members as well as an action for punitive damages if warranted; and/or (d) to collect costs of suit and reasonable attorneys' and paralegals' fees incurred in connection with the exercise by the Association of any remedies hereunder, the same to be deemed "**Costs of Collection**" under Section 11.3 hereof.

Section 11.3 - Cost of Collection

If any Owner fails to pay any Assessment when due or upon delinquency in the payment of any sums or cost due under this Declaration, the Association may pursue any or all of the following remedies, which remedies shall be in addition to any other remedy available in this Declaration, or at law or in equity:

(a) Sue and collect from such Owner the amount due and payable, together with interest thereon as provided in this Declaration and Costs of Collection (hereafter defined).

(b) In addition to the amount referred to in (a) above, the Association may assess against such Owner, liquidated damages, not to exceed fifteen percent (15%) of the amount of the delinquency or One Hundred Dollars (\$100.00), whichever amount is greater, said amount to be determined by the Board provided, however, in no event shall said amount exceed the highest interest rate chargeable to individuals under applicable law. Said liquidated damages shall be in addition to interest, the expenses of collection incurred by the Association, such as attorneys' fees, paralegals' fees, court costs and filing fees. The actual expenses of collection and the liquidated damages shall hereinafter be referred to as "**Cost of Collection**".

(c) Foreclose a lien filed in accordance with Article X of this Declaration in the same manner as provided by the laws of the State of Ohio for the foreclosure of real estate mortgages.

Section 11.4 - Binding Effect

The remedies provided in this Article XI against a Delinquent Owner may also be pursued against the heirs, executors, administrators, successors and assigns and grantees of such Owner, except as specifically provided in Section 9.5 of this Declaration.

Section 11.5 - Enforcement

The Township shall have the right to enforce this Declaration to the extent that failure to enforce this Declaration will result in the violation of the Bainbridge Township Zoning Resolution, any approval or permit issued to Original Developer or any subsequent Developer, or relate to ownership or maintenance of the Common Areas, or any other lawfully promulgated and applicable resolution, rule or regulation of the Township.

ARTICLE XII NO PARTITION OR FURTHER SUBDIVISION

The Farm Lot may not be further subdivided or any part transferred (other than to the common area) which restriction will be contained in the cluster deed restriction and will inure the benefit of Bainbridge Township.

ARTICLE XIII MORTGAGEES' RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Sublots. To the extent applicable, necessary, or proper, the provisions of this Article shall apply to both this Declaration and to the Code. Where indicated, these provisions apply only to Eligible Mortgage Holders; provided, however, that voting percentages set forth herein are subject to and controlled by higher percentage requirements, if any, set forth elsewhere in this Declaration for specific actions

Section 13.1 - Special Federal Home Loan Mortgage Corporation Provisions

So long as required by the Federal Home Loan Mortgage Corporation, the following provisions shall apply to this Declaration:

- (a) Unless two-thirds (2/3) of the first mortgagees or Owners and the Class B Member, if such membership still exists, give their consent, the Association shall not: (1) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any portion of the Property owned by the Association (the granting of easements for public utilities or for public purposes or the dedication to public use of utilities or roads consistent with the intended use of the property shall not be deemed a transfer); (2) change the method of determining the obligations, Assessments, dues or other charges which may be levied against an Owner; (3) fail to maintain fire and extended coverage insurance as required by this Declaration; or (4) use hazard insurance proceeds for any Common Area losses for other than repair, replacement or reconstruction of such properties.
- (b) The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from mortgagees or Owners or a larger percentage vote as otherwise required for any of the actions contained in this Article, or eliminate consents required elsewhere in this Declaration from the Township.
- (c) First mortgagees may, jointly or singularly, pay taxes or other charges which are in default or which may or have become a charge against the Common Area and may pay overdue premiums of casualty insurance policies or secure new casualty insurance coverage upon the lapse of a policy for the Common Areas. Any first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

ARTICLE XIV TRANSFER OF SPECIAL DEVELOPER RIGHTS

Section 14.1 - Instrument Transferring Special Developer Rights

A Developer may transfer, Special Developer Rights created or reserved in this Declaration or in the Code by an instrument evidencing the transfer recorded in the land records of the County in which the Property is located. The instrument is not effective unless executed by both the transferor and transferee.

Section 14.2 - Liability of Transfer of Special Developer Rights

Upon transfer of any Special Developer Right, the liability of a transferor Developer is as follows:

- (a) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon the transferor Developer. Lack of privity (direct contractual relationship) does not deprive the Association or any Owner of standing to bring an action to enforce any obligation of the transferor.
- (b) If the successor to any Special Developer Right is an Affiliate of a Developer, the transferor is jointly and severally liable with the successor for any obligation or liability of the successor which related to the Property.
- (c) If a transferor retains any Special Developer Rights, but transfers other Special Developer Rights to a successor who is not an Affiliate of the Developer, the transferor is also liable for any obligations and liabilities relating to the retained Special Developer Rights imposed on a Developer by the Declaration or Code arising after the transfer.
- (d) A transferor has no liability for any act or omission, or any breach of contractual or warranty obligation arising from the exercise of a Special Developer Right by a successor Developer who is not an Affiliate of the transferor.

Section 14.3 - Acquisition of Special Developer Rights

Unless otherwise provided in a mortgage held by a first mortgagee, in case of foreclosure of a mortgage (or deed in lieu of foreclosure), tax sale, judicial sale, or sale under the Bankruptcy Code or receivership proceedings, of any Sublots owned by a Developer in the Property, a person acquiring title to all the Sublots being foreclosed (or deed in lieu of foreclosure) or sold, but only upon his request, succeeds to all Special Developer Rights related to such Sublots, or only to any rights reserved in the Declaration and/or Code to maintain models, sales offices, customer service offices and signs. The judgment or instrument conveying title shall provide for transfer of only the Special Developer Rights requested.

Section 14.4 - Termination of Special Developer Rights

Upon foreclosure (or deed in lieu of foreclosure), tax sale, judicial sale of Sublots owned by a Developer; (1) the Developer ceases to have any Special Developer Rights, and (2) the right of a Developer to elect or designate Board Members pursuant to the Code terminates unless the judgment or instrument conveying title provides for transfer of all Special Developer Rights held by that Developer to a successor Developer.

Section 14.5 - Liabilities of A Transferee of Special Developer Rights

The liabilities and obligations of persons who succeed to Special Developer Rights are as follows:

(a) A successor to any Special Developer Right who is an Affiliate of a Developer is subject to all obligations and liabilities imposed on the transferor by the Declaration and Code.

(b) A successor to any Special Developer Right, other than a successor described in paragraphs (3) or (4) of this subsection, who is not an Affiliate of a Developer, is subject to all obligations and liabilities imposed by the Declaration and Code: (i) on a Developer which relate to such Developer's exercise or non-exercise of Special Developer Rights; or (ii) on the transferor, other than: (A) misrepresentations by any previous Developer; (B) warranty obligations on improvements made by any previous Developer, or made before this Declaration is recorded; (C) breach of any fiduciary obligation by any previous Developer or appointees to the Board of Trustees; or (D) any liability or obligation imposed on the transferor as a result of the transferor's acts or omissions after the transfer.

(c) A successor to only a Special Developer Right reserved in the Declaration and/or Code to maintain models, sales offices, customer service offices and signs, if such successor is not an Affiliate of a Developer, may not exercise any other Special Developer Right, and is not subject to any liability or obligation as a Developer.

(d) A successor to all Special Developer Rights held by the transferor who is not an Affiliate of that Developer and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Sublots under Subsection (B), may declare the intention in a recorded instrument to hold those rights solely for transfer to another person. Thereafter, until transferring all Special Developer Rights to any person acquiring title to any Sublot owned by the successor, or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than any right held by the transferor to control the Board of Trustees in accordance with the provisions of this Declaration or the Code for the duration of the period that a Developer has the right to elect or designate Board Members, and any attempted exercise of those rights is void. So long as a successor Developer may not exercise Special Developer Rights under this Subsection, such successor Developer is not subject to any liability or obligation as a Developer.

Section 14.6 - Limitation on Liability of Transferee of Special Developer Rights

Nothing in this Article subjects any successor to a Special Developer Right to any claims against or other obligations of a transferor Developer, other than claims and obligations arising under this Declaration or the Code.

ARTICLE XV

GENERAL PROVISIONS

Section 15.1 - Covenants Run With the Property: Binding Effect

All of the Easements, Covenants and Restrictions which are imposed upon, granted and/or reserved in this Declaration constitute Easements, Covenants and Restrictions running with the Property and are binding upon every subsequent transferee of all or any portion thereof, including, without limitation, grantees, Tenants, Owners and Occupants.

Each grantee accepting a deed, any land contract vendee executing a land contract, or Tenant accepting a lease (whether oral or written) which conveys any interest in any portion of the Property that is submitted to all or any portion of this Declaration, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by all provisions of this Declaration and to incorporate said Declaration by reference in any deed, lease or other agreement of all or any portion of his interest in any real property subject hereto.

Section 15.2 - Duration

Unless sooner terminated as hereinafter provided, the Easements, Covenants and Restrictions of this Declaration shall continue for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time, said covenants and restrictions shall automatically be extended for successive periods of ten (10) years each unless terminated by an instrument signed by Members entitled to exercise not less than seventy-five percent (75%) of the Class "A" Members and by the Class "B" Member, if such membership still exists. No easement, restriction or condition herein shall be materially altered or terminated unless such alteration or termination is consistent with the controlling regulations of the Township, and any approval or permit issued by the Township to develop and/or subdivide the Property and other applicable governmental bodies.

Section 15.3 - Notices

Any notices required to be given to any Person under the provisions of this Declaration shall be deemed to have been given when personally delivered to such Person's Single Family Dwelling or mailed, postage prepaid, to the last known address of such Person or principal place of business if a corporation, provided, however, that a notice of "delinquency" of any payment due hereunder shall be made by personal delivery to such Single Family Dwelling or principal place of business if a corporation, or by certified or registered mail, return receipt requested, or by telegram. The effective date of such a notice shall be the date said notice is personally delivered, or postmarked, or the date the telegraph company receives the message, as the case may be.

Notices to the Developer shall be deemed given only when received and must be either hand delivered or mailed by certified or registered mail, postage prepaid, to Developer, c/o Fine Alpaca Conservation Group, LLC, 23360 Chagrin Blvd., Suite 208, Cleveland, Ohio 44122, or such other address Developer may designate and deliver to the Association.

Section 15.4 - Enforcement-Waiver

Enforcement of the Easements, Covenants and Restrictions may be by any proceeding at law or in equity against any Person or Persons violating or attempting to violate any Easement, Covenant or Restriction, either to restrain violation or to recover damages and against the Person or Ownership Interest, or to enforce any lien perfected pursuant to this Declaration. The failure by the Developer, the Township or Association or any one else permitted by this Declaration to enforce any Easement, Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 15.5 - Construction of the Provisions of this Declaration

The Developer, the Association or the Design Review Committee, where specifically authorized herein to act, shall have the right to construe and interpret the provisions of this Declaration and in the absence of an adjudication by arbitrator(s) or a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all Persons or property which benefit or which are bound by the provisions hereof. Any conflict between any construction or interpretation of the Developer, the Association or the Design Review Committee and that of any Person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation by the Developer, the Association or the Design Review Committee (in that order), as the case may be.

The Association and the Design Review Committee to the extent specifically provided herein may adopt and promulgate Rules regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting Rules and in making any finding, determination, ruling or order, or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association and the Design Review Committee, as the case may be, shall take into consideration the best interests of the Developer(s), Owners, Tenants and Occupants to the end that Amber Trails Subdivision shall be preserved and maintained as a high quality, cluster residential community.

Section 15.6 - Reservations by Original Developer - Exempt Property

(a) Original Developer reserves the right and easement for itself and Owners of nearby lands to whom Original Developer, in Original Developer's sole discretion, may grant the same right and easement, to tie into, use, repair, maintain and replace without charge any and all common lines, pipes, utilities, conduits, ducts, wires, cables, private roads and rights-of-way in, on, or over the Property or any part thereof that will not materially interfere with the use or operation of a building or structure or other improvement thereon, in connection with the development and/or operation of real property. Any damage to buildings, improvements and real estate (including landscaping, if any) caused thereby shall be promptly repaired and restored to its prior condition by the party to whom such right and easement had been granted. Nothing contained in this Declaration shall be construed to deny Developer the right to impose utility easements adjacent to road right of ways as required by County Subdivision Regulations on, in and under the Common Areas.

(b) Original Developer reserves the right to enter into covenants and easements with any utility or public authority which Original Developer believes, in its sole discretion, to be in the best interests of the development of the Property.

(c) Original Developer reserves the right to perform or cause to be performed such work as is incident to the completion of the development and improvement of the Property, owned or controlled by the Original Developer, notwithstanding any covenant, easement, restriction or provision of this Declaration or its exhibits, which may be to the contrary.

(d) Original Developer reserves the right to impose, reserve or enter into additional covenants, easements and restrictions with grantees of Sublots as long as such additional easements, covenants and restrictions are not in conflict with the rights, duties and obligations of Owners as set forth in this Declaration.

(e) Each reservation, right and easement specified or permitted pursuant to this Article shall include the right of ingress and egress for the full utilization and enjoyment of the rights reserved and/or granted herein. The word "common" as used in this paragraph shall mean any and all lines, pipes, utilities, conduits, ducts, wires, cables, private roads and rights-of-way intended for the use of or used by more than one Owner. Any easements or rights referred to in this Article, whether granted by Original Developer prior to the filing of this Declaration or subsequent thereto, shall at all times have priority over the provisions of this Declaration and any lien created under this Declaration.

(f) So long as Developer is a Class "B" Member, no Person shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Property without Developer's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Developer.

Section 15.7 - Assignability by Original Developer

The Original Developer, and its successors, shall have the right from time to time to assign all or any part of its rights as a Developer under this Declaration (but not the rights expressly conferred upon the Original Developer), provided that the deed or other writing selected by Original Developer, in Original Developer's sole discretion, shall expressly state that the rights of a Developer shall be assigned. Any such assignment may provide that said assignee shall have the rights of a Developer (other than those rights reserved by the Original Developer in any such assignment) set forth in this Declaration with respect to the Sublot and/or real property owned by such designee.

Section 15.8 - Severability

Invalidation of any one of the easements, covenants, restrictions or provisions contained herein shall in no way affect any other provision which shall remain in full force and effect.

Section 15.9 - Amendment of Declaration

Except as expressly provided to the contrary in this Declaration, this Declaration may be amended as follows:

(a) For so long as the Developer or a successor designated by the Developer is the Owner of a fee simple interest in the Property or any part thereof, the Original Developer shall be entitled from time to time to amend or modify any of the provisions of this Declaration or to waive any of the provisions, either generally or with respect to particular real property, if in its judgment, the development or lack of development of the Property requires such modification or waiver, or if in its judgment the purposes of the general plan of development of the Sublots will be better served by such modification or waiver, provided no such amendment, modification or waiver shall materially and adversely affect the value of existing Sublots or shall prevent a Sublot from being used by the Owner in the same manner that said Sublot was used prior to the adoption of said amendment, modification or waiver, unilaterally nor amend any provision requiring the consent of the Township as set out elsewhere in the Declaration. To modify the Declaration in accordance with this paragraph, Original Developer shall file a supplement to this Declaration setting forth the Amendment, which supplement need not be but shall, at Original Developer's request, be executed by the Association and all Owners of real property within the Property. Each such Owner, by accepting a deed to his Sublot or other real property, hereby appoints Original Developer his attorney-in-fact, coupled with an interest, to execute on his behalf any such amendments. Each amendment shall be effective when signed by the Original Developer and filed for record with the Recorder of Geauga County. No amendment to this Declaration shall be made to impose any additional (i) use restrictions on the Farm Sublot; (ii) Design Review Committee submittal or review requirements on the Farm Sublot, or (iii) otherwise amend Articles VII or VIII in any manner that would cause those restrictions to apply to the Farm Sublot, so long as the Farm Sublot is being used for any agricultural purpose. However, no amendment shall be permitted to be made that will affect the obligation of the Association to maintain the Common Areas in accordance with Article III of this Declaration, nor any other amendment hereto which will affect the maintenance, and preservation of the Common Areas, Open Space, Areas of Common Responsibility, and the obligation to assess, pay taxes and provide insurance in order to assure that the Common Areas will perpetually be owned, maintained and preserved by the Association in accordance with this Declaration as originally recorded, and in order to comply with the provisions of the Cluster Development Regulations of the Bainbridge Township Zoning Resolution. This provision shall prevail over all other provisions of this Declaration.

(b) Subject to the limitation set forth in the last sentence of the previous subsection, this Declaration may also be amended by Original Developer or the Association at any time and from time to time for the purpose of: (1) complying with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public entity, or private insurance company which performs (or may in the future perform) functions similar to those currently performed by such entities; or (2) inducing any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages; or (3) correcting clerical or typographical or obvious factual errors in this Declaration or any Exhibit hereto or any supplement or amendment hereto; or (4) complying with the underwriting requirements of insurance companies providing casualty insurance, liability insurance or other insurance coverages for the Association; or (5) bringing any provision hereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination; or (6) correcting obvious factual errors or inconsistencies between this Declaration and other documents governing Amber Trails Subdivision, the correction of which would not materially impair the interest of any Owner or Eligible Mortgage Holder; or (7) enabling a title insurance company to issue title insurance coverage with respect to the Property or any portion thereof; or (8) complying with the requirements of the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the Ohio Environmental Protection Agency, the GSWCD, the County or the Township. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Developer and/or to the Board to vote in favor of, make, or consent to a Subsequent Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting any portion of the Property and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Original Developer to vote in favor of, make and record a Subsequent Amendment. To effect said amendment, Original Developer shall file a supplement to the Declaration setting forth the Subsequent Amendment which shall be signed by Original Developer and shall be effective upon the filing of the Subsequent Amendment with the Geauga County Recorder.

(c) Except as expressly provided elsewhere in this Declaration, and in particular, as to those occasions where consent of the Township is required to amend this Declaration, after expiration of the period set forth in (a) of this Article, any provision of this Declaration may be amended or repealed following a meeting of the Members held for such purpose, by the affirmative vote of the **Class "B" Member**, if such membership exists at the time, and the vote of at least a majority of the voting power of the **Class "A" Members** unless a greater percentage of vote is required pursuant to this Declaration or in accordance with the statutes of the State of Ohio; provided that any amendment affecting the rights of Developer in this Declaration shall not be effective without the prior written consent of Developer. Written notice shall be given each Member at least ten (10) days in advance of the date of the meeting held for the purpose of amending this Declaration, which notice shall expressly state the modification to be considered at such meeting. Each amendment shall be effective when signed by the President and one other officer of the Association, signed by the Developer if the amendment affects the rights of the Developer and filed for record with the Geauga County Recorder. No amendment shall be adopted that regulates, prohibits, impairs or materially interferes with the use of the Farm Sublot for agricultural purposes without the written consent of the then owner of the Farm Sublot.

Section 15.10 - Interest Rates

After this Declaration shall have been recorded for five (5) years or more, the Board shall have right to change any minimum insurance coverage, or any interest rate or late payment charge referred to herein by majority vote, but in no event shall said interest rate or late payment charge exceed the highest interest rate chargeable to individuals under applicable law.

Section 15.11 - Headings

The heading of each Article and of each paragraph in this Declaration is inserted only as a matter of convenience and for reference and in no way defines, limits or describes the scope or intent of this Declaration or in any way affects this Declaration.

Section 15.12 - Rule Against Perpetuities

If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities, if reenacted in Ohio, or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common-law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of George W. Bush, President of the United States of America.

IN WITNESS WHEREOF, the parties have signed this document this _____ day of _____, 2011.

FINE ALPACA CONSERVATION GROUP, LLC
an Ohio Limited Liability Company

By: _____
Andrew Brickman, Managing Member

STATE OF OHIO).
) SS
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named FINE ALPACA CONSERVATION GROUP, LLC, an Ohio Limited Liability Company, by Andrew Brickman, Managing Member, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed individually and as such officer, and the free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this _____ day of _____, 2011.

Notary Public
My Commission Expires _____
This Instrument Prepared By:

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Chardon, Ohio 44024-1079
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