

**DECLARATION OF COVENANTS, EASEMENTS AND
RESTRICTIONS FOR ARBORWOOD SUBDIVISION
MUNSON, OHIO**

THIS DECLARATION is made this ____ day of _____, _____ by Frontier DCI, LLC and or assignees and successors. An Ohio Limited Liability Company, (hereinafter referred to as (“Developer”) having its principle place of business at 26401 Emery Road, Suite #102, Cleveland, OH 44128.

WITNESSETH

WHEREAS, Developer is the owner in fee simple of certain real property located in the Township of Munson, County of Geauga, and the State of Ohio, and known as being Sublots 1 through 16 inclusive in the Arborwood Subdivision being part of original Munson Township Lot ____, Tract ____, as further described by the recorded plat in Volume _____, Page _____, of Geauga County Map Records, (Sublots 1 through 16 inclusive or any part of such Sublots are hereinafter referred to as “Sublots”); and

WHEREAS, Developer contemplates selling said Sublots and further contemplates that said purchasers will construct dwelling houses and other improvements upon said Sublots; and

WHEREAS, Developer desires to impose certain covenants, conditions and restrictions on the Sublots which shall be binding upon all purchasers of each Sublot, owners of said Sublots or any portion thereof, mortgages or persons holding or entitled to any interest therein, and the respective heirs, executors, administrators, successors and assigns, and successors in title of any of them.

NOW THEREFORE, Developer, for the benefit of itself, its successors and assigns, in title to any of said Sublots, and in consideration of the premises and for the purpose of carrying out the intention above expressed, does hereby make known, publish, declare, covenant and agree that the real estate herein above described shall hereinafter, in addition to any easements, right-of-way, building and use restrictions, laws, ordinances and lawful requirements of the proper public authorities, be subject to the following covenants, conditions and restrictions, which shall hereafter be taken to be covenants running with the land and binding on all purchasers and/or owners of the Sublots, mortgages or persons holding or entitled to hold any interest therein, and their respective heirs, executors administrators, successors and assigns, and successors in title of any of them:

If any Party hereto, or its successors, assigns, heirs, executors or administrators shall violate any of the following covenants and restrictions, it shall be lawful for any person or persons owning any real property in this Subdivision to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant and to either prevent them from doing so or to recover damages or other dues for such violations. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

1. The following shall apply until five (5) years after such time as the Developer no longer owns any Sublot in the Arborwood Subdivision.

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 Arborwood 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 Munson Township and Geauga County requirements regarding architectural and site plan approval.

2. No construction shall be performed on any Sublot except by contractors who have first been approved by the Developer, in writing. It being the intent of the Developer to maintain the quality of homes in the Subdivision by permitting constructions only by contractors who have, in the Developer’s judgment, the ability and experience to build fine quality, custom homes in accordance with the Developer’s general plans for the Subdivision.

3. Each Sublot shall be used only for single family, private residence purposes.

4. Any building erected upon Sublot shall comply with the following requirements:

A. Type
Single-family dwelling, which may be one or two story in design.

i. A one-story dwelling is a structure, the living area being the first floor space only, and a space between the first floor ceiling and the roof of inadequate heights to permit its use as a dwelling space.

ii. A two-story dwelling is a structure, the living area of which is on two (2) levels connected by a stairway.

B. Living Area

The "Living Area" of any dwelling shall not be smaller than the finished habitable area as set forth below. "Living Area" shall not include garages, attics, basements, breezeways, patios, or any area not heated for year round living.

i. Such floor area shall not be less than the following in square feet;

Story		2,600		One
	Two story		2,800	

Developer reserves the right to make minor variances in the above figures if, in its opinion, the intent of this section is maintained.

C. Exterior

The exterior of each building shall conform to the following:

- i. All chimneys shall be masonry brick or natural stone.
- ii. No exposed masonry block shall be permitted on any part of any structure.

D. Garages

Garages must be a minimum size to house not less than two (2) full size automobiles, and must be attached to the dwelling and shall have side automobile entry so that the entry shall not face the street. Developer retains the right to grant variances for the purpose of front entry garages.

5. Substantial duplication of existing or planned exterior characteristics of a principal resident for another Sublot may be only permitted with approval of the Developer and/or Developer's Architect.
6. Not more than two (2) buildings, conforming in character to the main shall be permitted in the rear of a Sublot. Such building must adhere to all applicable Munson Township requirements and be approved by the Developer.
7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Sublot at any time as a residence either temporarily or permanently.
8. During construction, the Builder shall cause all debris to be removed from the Sublot and shall not allow the burial of such debris on the Sublot or its use as fill material at any location on the Sublot or within the Subdivision.
9. All driveways on a Sublot must be paved from the garage to the street with concrete, asphalt or paving brick within six (6) months after occupancy. In the event the street shall have curbs, the same must be cut with an appropriate power saw using appropriate blades designed for cutting concrete. Hammering and chiseling as a method of cutting curbs is prohibited. The Sublot owner will be held responsible to replace any curb sections damaged by such method.
10. Lawns and landscaping must be installed within nine (9) months of occupancy of the house. Lawns shall be kept properly trimmed at all times.
11. All electrical television and telephone cables shall be installed underground and in conformance with all applicable building and zoning codes.
12. No television towers, radio towers or visible or external antennas of any type shall be permitted on any Sublot. In the event that the Township of Munson shall permit satellite dishes, the same must be screened by landscaping to be approved either by the Developer or the Township of Munson.
13. All fuel storage containers must be placed within the dwelling or underground and must be in conformance with all applicable village, state and federal regulations, including, but not limited to all building, zoning and fire codes and all environmental regulations.
14. No rubbish, trash, garbage, or waste material shall be kept or permitted on any Sublot except in sanitary containers, which shall be placed within closed areas.
15. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Sublot, with the exception of dogs, cats and other common household pets, provided they are not kept or bred for commercial purposes, and provided they are kept in such a manner as not to constitute a nuisance. The developer also holds the right, as his sole discretion, to make exceptions for up to two horses on lots greater than 5 acres

16. No business or noxious or offensive activity shall be carried on or upon any Sublot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.

17. No tractor, trailer, truck, boat or recreational vehicle such as campers, motor homes, horse trailers, etc. may be stored outside on any Sublot, nor shall any such vehicle be parked temporarily in the open on any Sublot for a period exceeding twenty four (24) hours. Long distance tractor trailers are prohibited from parking or storage on the premises, provided, however, that this restriction shall not prohibit trailers and temporary structures used in connection with the building of any Owner's home. No unlicensed and/or inoperable vehicle, regardless of value, shall be stored or located outside the enclosed portion of the dwelling unit and garage.

18. Each Owner shall, at his sole cost and expense, maintain and keep his dwelling and any other building on his Sublot in a state of good repair. No owner of any Sublot shall permit unsightly objects to be placed or remain anywhere thereon. However, the natural wooded and ground cover conditions of portions of the Sublot may remain, provided that they are aesthetically pleasing to the appearance of the development as a whole. This restriction does not apply to Developer.

19. All owners can only use mailboxes designed and approved by Landlord to be consistent with all other homes.

20. All of the Sublots and land in this Subdivision are subject to all easements and rights-of way of record as well as those designated on the Subdivision of the Arborwood Subdivision plat. Each Owner shall be responsible for the maintenance and repair of any storm water drainage ditches, swales or drainage easements located within the right-of-way (frontage) of said Owner's Sublot.

1. The maintenance and repair of any drainage ditches, swells or storm sewer easements which may be located within the Subdivision which have no street frontage and any easements located on Sublot shall remain the responsibility of the Developer, and then the Arborwood Homeowner's Association upon its formation. In addition, Developer shall have the duty to maintain the entrance signage and entrance and cul de sac landscaping until the rights in the Easements have been transferred to the Association. Thereafter, it shall be the duty of the Association to maintain the same. Maintenance shall include, but not be limited to, installing, maintaining, altering and removing trees, shrubs, and grass within the entrance and cul de sac landscape areas and maintaining the entrance signage. The Geauga County Soil and Water Conservation District shall have the right of entry for inspection purposes of the storm water retention flow structure on Sublots _____ of the Properties. Under no circumstances, unless approved by the Developer and Geauga County Soil and Water Conservation District shall the retention facilities be altered in any way. Maintenance shall include mowing, periodic removal of damaging vegetation and excessive sediment, and overall general upkeep to allow the structures to operate as intended. All maintenance and repairs of the storm water retention flow will be at the responsibility of the Developer, until such time that the responsibility has been transferred to the Home Owners Association.

The Owner of each Sublot shall pay as annual dues, for each calendar year, due and payable on January 15th following the transfer of Title from the Developer an amount determined by Developer in Developer's sole discretion. A late charge of \$100.00 will be assessed towards any Sublot Owner whose annual dues are not paid in full by February 15th. An initial amount of \$175.00 for each Sublot shall be due and payable out of escrow upon closing. Dues shall not be paid on any Sublots titled to the Developer.

22. Developer reserves the right for itself, its agents, employees, successors and assigns to enter upon any Sublot for the purposes of carrying out and completing the development of the property, including, but not limited to the completion of any filling, grading or installation of drainage facilities. Entry onto said property for such purposes shall not be deemed a trespass, whether during development or after.

23. No building shall be located on any Sublot nearer to the front Sublot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. Each building shall have a side yard along each Sublot line, the least dimension of each said yard shall be not less than 10 feet. The side yard nearest to the street on any corner Sublot shall have a width as designated on the recorded plat. All side yards shall conform with the requirements of Munson Township When two or more Sublots acquired are used as a single building site, the side Sublot line and any reservations and easements for public utilities as set forth in items 19, 20, 21 herein, shall refer only to the lines bordering on the adjoining property owner. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Sublot to encroach another Sublot.

24. The following activities shall be prohibited:

a. Drilling or operating oil or gas wells on land designated for single-family lots.

b. 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 for permitted uses by Developer.

c. Temporary or permanent signs, billboards or advertising devices of any kind with the exception of the following: signs not larger than six square feet for offering homes for sale shall be permitted on the premises to be sold with the exception of any entrance sign and builder model home signs and signs that shall identify the Developer, and/or Builders and the Subdivision. Furthermore, all signage shall meet the Munson Township regulations.

d. No outdoor clothes drying areas shall be allowed in the development.

1. No spirituous or fermented liquor shall be manufactured or sold, either at the wholesale or at retail, on any Sublot or Sublots and no place of public entertainment or resort of any character shall be established, conducted or suffered to remain on any Sublots or lots.
1. No trees larger than eight (8) inches around may be removed from area between right of way and building set back line without written permission from the developer.

25. Owners Association

Developer reserves the right for five (5) years after the filing of this plat to establish an Association, either incorporated or unincorporated, to maintain, manage, repair and oversee the easement areas and those duties, obligations and responsibilities of the Owners and Association pursuant to the terms and conditions contained in this Declaration. Developer may also assign or delegate to said Association any rights or duties of the Developer or Developer's Architect as set forth in these restrictions. At any time after the expiration of five (5) years of the filing date of this plat or sooner, with the express written consent of Developer, a majority of the owners within the Allotment may establish such an Association in the event the same has not been established by Developer.

The Association, if formed, shall have the power to levy assessments by which the Owners shall be charged their proportionate share of the costs of maintaining the easement areas and other obligations and responsibilities contained in this Declaration. These assessments, if unpaid, may be secured by filing liens on the Owner's Sublot. The method of determining such Owner's share of the assessments shall be determined in a manner Developer or the Association, in its judgment, deems reasonable and may be based upon the relative size (acreage) of the Sublots, the square footage of the building on the Sublots, the values of the properties as determined by the taxing authorities, the relative benefits obtained by the Sublots, or other methods selected by Developer or the Association. Developer or Association may also establish a Code of Regulations for the Association governing the conduct of its affairs, the voting rights of the members (which shall not be substantially dissimilar from their proportionate shares for purposes of the assessments), quorum and minimum voting percentages and similar matters.

Each Owner, by acceptance of a deed to a Sublot consents to the formation of an Association by Developer or a majority of the Sublot owners and agrees to be a member of the Association, if formed, and agrees that its Sublot will be bound by the covenants, conditions, agreements, assessments and liens of the nature described above when and if the Association is formed.

Blocks "A" and "B" shall be conveyed to the Developer (or Homeowners Association at the Developer's sole discretion) who shall be responsible for the ongoing maintenance and landscaping of Blocks "A" and "B".

26. All wetlands as located and determined by the Army Corps of Engineers **as depicted on attached Exhibit A** shall remain an undisturbed, natural and open wetlands area of high natural quality that contributes to the scenic and rural quality of the surrounding area and so yields a significant public benefit.

Developer, for itself, personal representatives and assigns, hereby restricts the Protected Property from development, and no building or other structure of any kind either temporary or permanent, shall be placed or erected on the Protected Property, and no soil or other substance such as landfill shall be placed in the protected area except as expressly provided hereinafter.

The Protected Property shall be subject to the following provisions relating to the rights of Developer which are reserved to Developer and its successors and assigns:

- a. The right to construct, maintain, repair, and/or replace electric, water, telephone, cable, wells or other utility lines or mains on the Protected Property; provided that the area needed for such maintenance, repair and/or replacement shall be the minimum necessary; and further provided that, upon completion, such area promptly shall be restored as near as practical to its previous condition.
- b. The right to install, maintain, repair and replace (i) storm sewer system and/or (ii) erosion control devices, provided that the location and construction of any such system or device shall be subject to the approval of Developer, which shall not be unreasonably withheld.
- c. The right to construct or install roads or driveways for residential purposes, and walkways as approved by Developer as set forth on the Subdivision Plat of the Arborwood Subdivision.

27. These covenants are to run with the land and shall be binding on all parties claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Sublots has been recorded, agreeing to change said covenants in whole or in part. However, the provisions of Paragraphs 21 and 26 may not be terminated or modified in any form and shall always remain effective and shall run with the land.

1. Developer further reserves for itself, its successors and assigns, the rights to grant additional easements for the purpose of the development of the Subdivision and permit deviation or grant a variance from, or to change, waive or modify any and all of the covenants, conditions and restrictions contained in this document, and, if in its sole judgment the development or lack of development on adjoining or adjacent property or topography of the land involved in Developer's judgment makes such course

necessary or advisable, with the understanding that the Developer herein may assign or relinquish the power herein reserved in the event it decides to do so.

29. The invalidation of any part of the covenants, conditions and restrictions contained in this instrument shall in no way affect the remainder thereof and the same shall continue in full force and effect.

30. So long as Developer maintains an ownership interest in Arborwood Subdivision, Developer shall have the right to waive or modify this Declaration and to enforce, by any proceeding at law or in equity, all covenants, conditions and restrictions now or hereafter imposed by the provisions of this instrument. Failure by Developer to enforce any condition, covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

31. Upon the sale of all the Sublots by the Developer, the Owners of Sublots may enforce individually or collectively all covenants, conditions and restrictions now or hereafter imposed by the provisions of this instrument and whenever consent of the developer is required hereunder, such consent shall automatically vest in each Sublot owner and the Sublot Owner seeking the consent must obtain the approval of at least three-fourths (3/4) of the owners of the other Sublots. Failure by any owner individually or the owners collectively to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, Developer has executed this Declaration the day and year first above written

FRONTIER DCI, LLC

PRINT NAME

BY: _____
Andrew E. Brickman
MEMBER/PRINCIPAL

PRINT NAME

STATE OF OHIO)
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above-named by Frontier DCI, LLC, by Andrew Brickman, its **Member/Principal**, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of Frontier DCI LLC and of Andrew Brickman as **Member/Principal**.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, OH this _____ day of _____, **200**__.

NOTARY PUBLIC

EXIHBIT A

The initial Home Owners contribution will be \$175.00 due at closing. They will also be assessed and not prorated in the year that Buyer closes on lot. The owner will have Forty Five (45) days after written notice to pay these dues. If Buyer fails to pay these contributions, they will be charged an additional \$100.00, and will have Thirty (30) days to pay both the fine, the initial contribution and the yearly assessment. If Buyer still fails to comply, a lien will be placed on their property and foreclosure proceedings will be commenced.