Revised 9/29/86
Revised 12/17/86
Revised 3/24/87

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CANTERBURY PLACE
PHASE I and II

THIS DECLARATION ("Declaration") made as of _____, 1986, by Seibert Development Corporation of Hudson ("Developer"), an Ohio corporation.

WITNESSETH:

WHEREAS. Developer is the owner of certain real property ("Subdivision") situated in the Township of Hudson. County of Summit, State of Ohio and known as Canterbury Place pursuant to a plat (the "Plat") recorded _____, 1986 in Volume _____, Page _____ of the Map Records of Summit County.

NOW. THEREFORE. Developer hereby declares that each Lot (as hereinafter defined) in the Subdivision be held, sold and conveyed subject to following covenants, conditions and restrictions.

ARTICLE I

DEFINITIONS

1.1 "Association" shall mean CANTERBURY PLACE HOME OWNERS ASSOCIATION, its successors and assigns, which shall be an Ohio not-for-profit corporation to be formed by Developer for the purpose of maintaining and administering covenants, conditions and restrictions set forth in the Declaration.

1.2 "Common Areas and Facilities" shall mean those areas and facilities within the Subdivision which have been dedicated to general public use, which the Association elects to maintain, improve, repair and or replace

including but not limited to entrances to the Subdivision and landscaped areas within public rights of way.

1.3 "Lot" shall mean any Sublot shown on the Plat.

1.4 "Member" shall mean every person or entity who holds Membership in the Association.

1.5 "Mortgage" shall mean a conventional mortgage or a deed of trust.

1.6 "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

1.7 "Owner" shall mean the record owner, whether one or more persons or entities of a fee simple interest in any Lot during the period of such ownership, and shall include land contract vendors, but shall exclude anyone with an interest merely as security for performance of an obligation. The term "Owner" shall include Developer during the period of time that Developer owns at least one Lot.

ARTICLE II

FORMATION OF ASSOCIATION

The Association shall be formed by Developer not later than such time as title to the forty-fifth Lot shall have been transferred to a bona fide purchaser for value.

ARTICLE III

MEMBERSHIP IN ASSOCIATION

3.1 Every owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3.2 (a) With the exception of Developer, as hereinafter provided, each Member shall be entitled one (1) vote for each Lot owned by such Member. If two or more persons own an undivided interest in a Lot, each shall be entitled to exercise that fraction of one vote equal to his fraction of ownership of such lot.

(b) Developer shall be entitled to ten (10) votes for each Lot owned by Developer until the earlier of December 31, 1990 or the date that Owners other than Developer first own in the aggregate ninety-five percent (95%) or more of the lots.

3.3 Unless a greater percentage is required by this Declaration or by the articles of incorporation or by-laws of the Association, all decisions requiring a vote of the Members shall be determined by a majority of the voting power of all Members. (51%)

3.4 Written notice of an meeting called for the purpose of taking any action requiring a vote of the Members shall be sent to all members not less than seven (7) days nor more than sixty (60) days in advance of such meeting.

ARTICLE IV

MEMBERSHIP FEES

4.1 Each owner shall pay to the Association annual membership fees which will be established and collected as hereinafter provided. The annual membership fee shall be a charge on the land and a continuing lien on each Lot of the owner responsible for the payment of such fee. Each such membership shall also be the personal obligation of the person or persons who owned the Lot at the time the fee fell due, but such personal obligation shall be to the successors in title of such person or persons unless expressly consumed by them.

4.2 The annual membership fees levied by the Association shall be used exclusively to promote the health, safety, welfare and recreation of the residents in the Subdivision, and for the improvement, maintenance, repair

and replacement of the Common Areas and Facilities, and for purposes incidental or related thereto.

4.3 (a) Unless the annual membership fee is increased or decreased pursuant to paragraph (b) of this Section 4.3, the annual membership fee with respect to any Lot shall be Fifty Dollars ($50.00) for a vacant lot and One hundred ($100.00) per lot with a house.

(b) The annual membership fee may be increased or decreased only by vote of the Members in accordance with Section 3.3 hereof. Any vote to increase or decrease the annual membership fee must be taken at least ninety (90) days prior to the commencement of the year for which it is to apply.

4.4 All membership fees must be fixed at a uniform rate for all property.

4.5 The annual membership fees provided for herein shall commence January 1, 1987. Developer, who is the seller of the lots and a non-user of the common facilities shall be exempt from paying the annual fee. The Board of directors of the Association shall fix the amount of the annual membership payable with respect to each Lot at least sixty (60) days in advance of the due date thereof and shall fix the dates such amounts become due. Notice of the annual membership fees shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the association, setting forth whether the membership fees payable with respect to a specific Lot have been paid.

4.6 Any membership fee or installment thereof not paid within sixty (60) days after the due date shall be deemed in default. No Owner, except Developer, may waive or otherwise escape liability for the membership fees provided for herein by non-use of the Common Areas and Facilities of his Lot.

4.7 The lien for membership fees provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot shall not affect such lien. However, the sale or transfer of any Lot pursuant of a mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien as to payments which become due prior to such sale or transfer. No

sale or transfer shall relieve such Lot from liability for any membership fees hereafter becoming due or from the lien thereof.

ARTICLE V

RESTRICTIONS ON USE OF LOTS

5.1 Each Lot shall be used solely and exclusively for single-family private residence purposes.

5.2 No business of any kind shall be conducted on any Lot, with the exception of the business of Developer in developing the Lots.

5.3 Until two (2) years after such time as Developer no longer owns any Lot in the Subdivision:

(a) No grading or landscaping shall be performed on any Lot, nor shall any building or structure nor any addition thereto nor any alteration thereof be erected, reconstructed, placed or suffered to remain upon any Lot unless and until two (2) copies (one of which may be permanently retained b Developer) of plans and specifications therefore showing in such detail as Developer may request, the size, location, type, cost, use, the materials of construction, the color scheme, the grading plan of the Lot (including the grade elevations of said buildings and structures), the landscaping and such other information as Developer shall request has been furnished to and approved in writing by Developer. 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 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 this Declaration and with Developer’s general plan for the Subdivision. Developer shall act on all plans submitted within 14 days after submission by owner.

(b) No construction shall be performed on any Lot except by contractors who have first been approved by Developer in writing, it being the intent of Developer to maintain the quality of homes in the Subdivision

by permitting construction only by contractors who have, in Developer's judgment, the ability and experience to build fine quality, custom homes in accordance with Developer's general plan for the Subdivision.

(c) All grading and landscaping shall be performed in accordance with such approved plans, and no building or structure nor any addition thereto nor alteration thereof shall be created, constructed or permitted to remain unless the same is in accordance with such plans and specifications.

(d) All mail boxes and mail box holders shall be uniform in design as specified by the developer. All lots shall have light posts located at the front of the drive and of a type approved by the developer. Said light post shall be located plus or minus 5' from a location 25' from the edge of the road pavement.

5.4 No noxious or offensive activity shall be conducted or permitted on any Lot, and no Lot shall be used in any way or for any purpose which may endanger the health of, or unreasonably disturb the occupants of an adjoining Lot.

5.5 No Lot shall be further divided , nor shall any portion less than the whole Lot be conveyed, either voluntarily or involuntarily. So long as developer shall own a Lot. Changes in the boundary between adjoining Lots may be made only with the prior written approval of Developer.

5.6 No trailer, tent, shack, garage, barn or other outbuilding on any Lot shall at any time be used as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted.

5.7 Any building or structure erected or maintained upon any Lot shall comply with the following requirements:

(a) The living area of any two story dwelling shall not be less than three thousand (3,000) square feet. As used herein, "living area" shall not include garages, attics, basements, breezeways, porches, patios, nor areas where less than 50% of the exterior walls are exposed, or any enclosed area not heated for year round living.

(i) The intent of these restrictions is that the value of homes in this development should be in the range of $300,000 and up based on the 1986 cost of living index.

(b) The living area of any one story dwelling shall not be less than two thousand five hundred square feet. As used herein, "living area" shall not include garages, attics, basements, breezeways, porches, patios, nor areas where less than 50% of the exterior walls are exposed, or any enclosed area not heated for year round living.

(c) Garages must be of minimum size to house two (2) full size automobiles and must be attached to the dwelling. Garage vehicle doors shall face the side or rear lot line of the Lot upon which such garage is situated.

(d) Each building shall have a side yard along each lot line. The least dimension of said yard shall be not less than 15 feet. The side yard nearest the street on any corner lot shall have width as designated on the recorded plat. No shrubbery shall be closer than the allowed setback to street on corner lots.

(e) No fence or wall of any kind or for any purpose shall be erected, placed or suffered to remain on any lot nearer to the street or highway upon which the lot faces or abuts than the front building line of the residence. A fence may be erected for the purpose of the protection of a residence. A fence may be erected for the purpose of the protection of a private swimming pool or a dog run provided that such pool and/or fence are located in the rear of the lot. The size, height, material and color shall be submitted to the Developer or Association for approval.

(f) The exterior of each dwelling shall conform with the following:

(i) The angle of the roof to the horizontal shall not be less than thirty (30) degrees.

(ii) Aluminum siding, if used, shall be no less than .024 guage – double 4"or double 5" type. All corner board and other trim work shall be or redwood or cedar. Certain types of vinyl siding may be approved after

review by Developer. Frieze boards and corner boards shall be a minimum width of 8".

(iii) All chimneys shall be masonry brick or natural stone not less than 42" wide at the flue exit.

(iv) No exposed masonry block shall be permitted on any part of any structure.

(v) Substantial duplication of existing or planned exterior characteristics of a principal residence for another Lot will not be permitted within eight lots to the right or left of the house in question or a like number of lots across the street from the lot in question.

5.8 No outdoor clothes drying are shall be allowed in Canterbury Place.

5.9 No unsightly growth such as weeds, underbrush or the like, shall be permitted to grow or remain upon any lot sold by the Developer and no refuse, pipe or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. However, the natural wooded and ground cover conditions of portions of the lot may remain provided that they are aesthetically pleasing to the appearance of the development as a whole. In the event that any lot owner shall fail or refuse to keep his lot free from weeds, underbrush or refuse piles or other unsightly growths or object, Developer and/or the Association shall have the right upon ten (10) days written notice to the offending lot owners, to remove the same at the expense of the lot owner. Entrance onto such owner's lot for such purpose shall not be deemed a trespass.

5.10 No building more than two and one/half (2 ½) stories in height shall be erected, placed or suffered to remain on a Lot.

5.11 Not more than one (1) building of a suitable character may be constructed and maintained in the rear of a Lot for the purpose of housing equipment or vehicles. Such building shall conform in appearance to the main residence and have the approval of the Developer or the Association before construction can be undertaken.

5.12 No tractor, trailer, truck, unlicensed vehicles, boat or recreational vehicle (such as campers, motor homes, horse trailers, etc.) may be stored on a Lot unless such vehicle is kept in a garage or suitable outbuilding, nor shall any such vehicle be parked temporarily in the open on a Lot for a period exceeding seventy-two (72) hours.

5.13 All electrical, television or telephone cables and facilities which are to extend from the street abutting a Lot to any house, building or other structure located on the Lot shall be placed underground (all of the project's utilities will be underground).

5.14 No satellite dishes, television towers, radio towers or earth stations (excluding ordinary rooftop television antennas which do not extend more than six (6) feet above the ridge line of the roof) shall be permitted on any Lot.

5.15 All fuel storage containers on a Lot must be placed within the dwelling or underground.

5.16 No rubbish, trash, garbage or waste material shall be kept or permitted on any Lot except in sanitary containers which shall be placed within enclosed areas, so they are concealed from public view.

5.17 During construction, the Owner shall cause all debris to be removed from his Lot and shall not allow the burial of such debris on the Lot or its garbage as fill material to any location on the Lot.

5.18 Each Owner shall keep his Lot and the streets providing access thereto free of accumulations of dirt, mud and debris occasioned by work on or around the Lot by such Owner, his contractor or their agents, representatives or employees. If the Owner shall fail to keep his Lot and the streets free of such accumulations, then in addition to all other rights and remedies Developer and/or the Association may have (including the right to specific performance) Developer and/or the Association shall have the right to remove such dirt, mud, debris and the cost of such removal, including the cost of cleaning and flushing sanitary and storm sewers, catch basins and inlet basins shall be payable by the owner to Developer or the Association, on demand as the case may be.

5.19 Lawns shall be kept properly trimmed at all times. No grains of the ordinary garden or field variety shall be grown on any Lot, and no weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any Lot. Vegetables may be grown on a Lot, provided they are not grown for commercial purposes and provided they are restricted to an area which is situated to the rear of the Lot and which does not exceed an area greater than four hundred (400) square feet not closer than twenty (20) square feet from a lot line.

5.20 All driveways on a Lot must be paved with concrete or blacktop, immediately if occupancy of the house takes place between May 15 and November 15 of the year, or by May 15 if occupancy occurs between November 15 and April 15.

5.20 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for dogs, cats and other common household pets provided they are not kept, bred or maintained for commercial purposes.

5.21 Each Owner shall, at his sole cost and expense, maintain and keep his dwelling and any other building or structure on his Lot in a state of good repair.

5.22 If all or any portion of a residence on a Lot is damaged or destroyed by fire or other casualty , then the Owner shall promptly rebuild, repair or reconstruct such residence so as to restore it to substantially its appearance prior to the casualty.

ARTICLE VI

RIGHTS TO REPURCHASE

6.1 If, prior to the commencement of construction of a dwelling on his Lot, an Owner shall receive a bona fide offer to purchase, directly or indirectly, by land contract or otherwise (including, without limitation, an offer to acquire any interest in the Owner, if the Owner is other than a (natural person), which offer the Owner wishes to accept, then the Owner shall deliver or mail to Developer written notice of the same containing a readable photocopy or other exact copy of such offer. Developer shall have

the right and option to purchase such interest on terms and conditions no less favorable for Developer than those contained in such offer. Developer shall notify the owner of its election to purchase the Owner's interest in such Lot by a writing either delivered or mailed to the Owner within seven (7) days from and after the date Developer has received written notice of the proposed sale from the owner.

6.2 Each lot shall be required to have construction of a dwelling commenced thereon not later than three (3) years after the date such Lot was first transferred by Developer to a bona fide purchaser for value. If construction of a dwelling has not been commenced at the expiration of such three (3) year period, then Developer shall have the right, by notifying the Owner in writing at any time within one (1) year after the expiration of such three (3) year period that construction of dwelling was not commenced, to require the Owner thereof to recovery the Lot to Developer. The purchase service for such Lot shall be equal to the price paid for the Lot by such Owner, title to such Lot shall be reconveyed to Developer, by general warranty deed, free and clear of all liens and encumbrances, and the purchase price paid thereof not later than sixty (60) days after Developer's election to re-acquire said Lot.

ARTICLE VII

GENERAL PROVISIONS

7.1 Developer, the Association and any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions and restrictions now or hereafter imposed by the provisions of this Declaration. Failure by Developer, Association or an Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.2 Since Developer purchased the aforesaid property with an existing hydrocarbon lease to Park Ohio Industries with an existing gas well, Developer reserved and excepts unto itself, it successors or assigns, all oil, gas and other hydrocarbons, excepting coal, of any nature whatsoever, underlying the following lots which are being platted by this plat: lots one (1) through fifty (50) inclusive. Developer reserves the right for Park Ohio

Industries (the owner of the existing oil and gas lease) to operate the gas well located on lot #43 and the tank battery on lot #36. Developer reserves no right to construct or drill any additional facilities of any nature whatsoever on the surface of the aforementioned lots.

7.3 Development by Developer of the Lots within the Subdivision and the sale of the Lots is essential to the establishment and welfare of the Subdivision as an ongoing residential community. In order that such work may be completed and the Subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or constructed to prevent Developer or the employees, contractors or subcontractors of the Developer from:

(a) Working on any part or parts of the Subdivision owned by Developer or its representatives, whatever Developer determines may be reasonably necessary or advisable in connection with the completion of such work:

(b) Constructing and maintaining on any part or parts of the Subdivision property owned by Developer, such structures as Developer may deem reasonably necessary or appropriate for the completion of such work, the establishment of the Subdivision as a residential community, and the disposition of the Lots by sale.

(c) Conducting on any part or parts of the Subdivision owned by Developer, the business of completing such work, of establishing the Subdivision as a residential community, and of disposing of the Lots by sale.

(d) Maintaining such entrance signs or signs on any of the Lots owned by Developer, as Developer may deem reasonably necessary or appropriate in connection with the development, sale, or other disposition of the Lots.

7.4 It is hereby expressly understood that a five (5) foot wide easement on side of each lot and a ten (10) foot wide easement at the front and rear of each lot which shall be used for installing, operating, maintaining and servicing pole lines, cables and conduits for the Electric Company, the Telephone Company and Cablevision Franchise and other public utilities, shall be imposed, excepting, however, the exterior boundaries of this allotment in which case they shall be ten (10) feet in width. The character of

the installation and structures which may be constructed, reconstructed, removed and maintained in, on and through these easements shall include all incidental appurtenances, such guys, conduits, anchors, transformers, sanitary sewers, storm inlets, storm sewers, grass-lined swales, manholes, pedestals, etc.

7.5 Buyers will have their lot landscaped within six (6) months after each buyer has taken possession of his home except homes occupied between May 1 and October 1, in which case the landscaping shall take place within sixty (60) days after occupancy.

7.6 Buyer understands that if any sidewalks or street trees are required on lots they purchase, the cost and installation of same is to be borne by Buyer and installed at the time buyer's residence is constructed.

7.7 Invalidation of any provision hereof by judgment or court order shall in no way affect the remainder of the provisions hereof, which provisions shall remain in full force and effect.

7.8 As used in this Declaration and when required by the context, each number (singular or plural) shall include all numbers, and each gender (masculine, feminine or neuter) shall include all genders.

7.9 The terms, covenants, conditions and restrictions of this Declaration shall create perpetual, mutual and reciprocal benefits upon the Property, running with the land. The terms, covenants, conditions and restrictions of this Declaration shall be binding upon anyone having any right, title or interest in a Lot or any part thereof and shall tenure to the benefit of Developer, the Association and each Owner.

7.10 Until the earlier of December 31, 1992 or the date that Owners other than Developer first own in the aggregate ninety-five percent (95%) or more of the Lots, this Declaration may only be amended by the Developer, who shall have the right to amend this Declaration at any time and from time to time. Thereafter, except as hereinafter provided, this Declaration may be amended by an instrument in writing signed by Owners owning not less than seventy-five percent (75%) of the Lots in the Subdivision. Notwithstanding anything herein to the contrary, until such time as Developer no longer owns any Lot in the Subdivision, sections 5.3, 7.3 and 7.10, may not be amended without the written consent of Developer. No amendment to this

Declaration shall be effective unless it is in recordable form and until it has been filed for record with the Summit County Recorder.

IN WITNESS WHEREOF, Developer has executed this Declaration at _____, Ohio as of the date first above written.

Witnesses:

_____

_____

_____

_____

SEIBERT DEVELOPMENT CORPORATION OF HUDSON

By _____
Darrel L. Seibert, President

And by _____
Robert H. Spaethe, Secretary

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Darrel L. Seibert and Robert H. Spaethe known to me to be the President and Secretary, respectively, of Seibert Development Corporation of Hudson, the corporation which executed the foregoing instrument, and acknowledged to me that they did sign said instrument in the name and on behalf of said corporation as such officers, respectively, having been duly authorized by its board of directors; and that the same is their free act as such officers, and the free and corporate act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at _____, Ohio, this _____ day of _____, 1986.