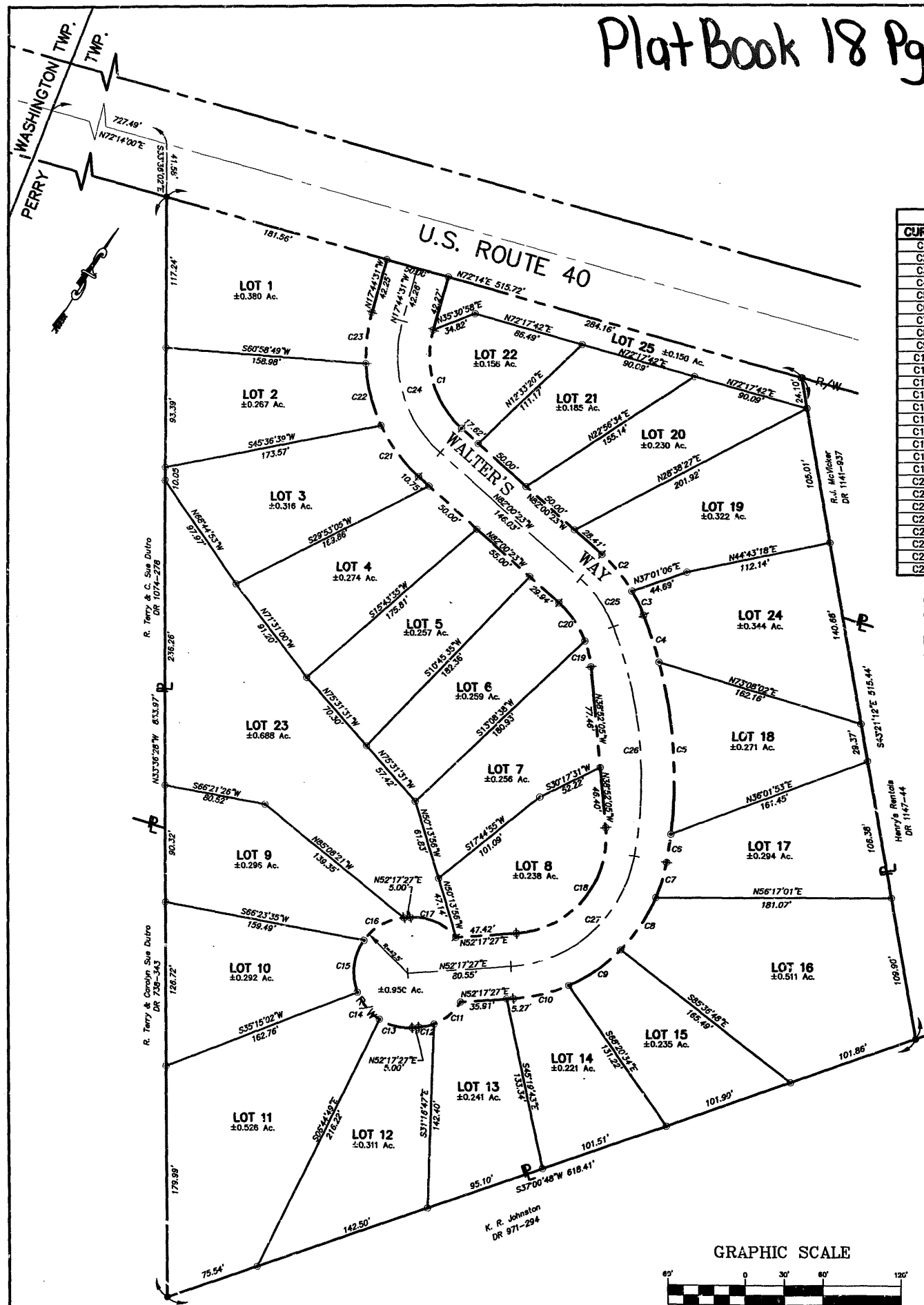


Plat Book 18 Pg 53

WALTER'S WAY SUBDIVISION

SUBDIVISION OF PERRY TOWNSHIP
PART OF QTR. TWP. 3, TWP. 1, RNG. 6
MUSKINGUM COUNTY, OHIO



CURVE	DELTA	RADIUS	LENGTH	BEARING	DISTANCE
C1	64°15'53"	75.00	84.12	N49°52'27"W	79.78
C2	17°38'06"	119.00	36.83	N73°11'20"W	36.48
C3	09°47'38"	119.00	20.34	N59°28'29"W	20.32
C4	06°13'24"	349.80	37.99	N51°27'57"W	37.98
C5	21°48'20"	349.80	132.92	N37°28'05"W	132.12
C6	03°34'50"	349.80	21.86	N24°47'30"W	21.86
C7	12°39'29"	130.00	28.72	N16°40'21"W	28.66
C8	21°18'50"	130.00	48.36	N00°18'49"E	48.08
C9	21°47'02"	130.00	49.43	N21°51'44"E	49.13
C10	19°32'11"	130.00	44.33	N42°31'21"E	44.11
C11	37°19'55"	42.50	27.69	N16°59'19"E	27.20
C12	16°37'46"	42.50	12.34	N43°58'10"E	12.29
C13	36°02'55"	42.50	26.74	N70°18'30"E	26.30
C14	36°55'04"	42.50	27.38	N73°12'30"W	26.91
C15	57°09'59"	42.50	42.40	N26°09'59"W	40.67
C16	49°52'50"	42.50	37.00	N27°21'26"E	35.84
C17	53°57'41"	42.50	40.03	N79°16'41"E	38.56
C18	91°09'31"	75.00	119.33	N06°42'41"E	107.13
C19	15°42'36"	75.00	20.56	N46°43'23"W	20.50
C20	27°25'42"	75.00	35.90	N68°17'32"W	35.56
C21	22°54'50"	125.00	49.99	N70°32'58"W	49.66
C22	22°55'30"	125.00	50.01	N47°37'48"W	49.68
C23	18°25'32"	125.00	40.20	N26°57'17"W	40.03
C24	64°15'53"	100.00	112.16	N49°52'27"W	106.38
C25	27°25'44"	94.00	45.00	N68°17'31"W	44.57
C26	31°34'34"	324.80	179.00	N38°47'22"E	178.74
C27	75°17'32"	105.00	137.58	N14°38'41"E	128.26

CERTIFICATE OF SURVEYOR

I hereby certify that at the direction of Messer Properties, L.L.C., owner of the Real Estate shown and recorded in Deed Book 1151, Page 687, I surveyed and platted a total of ±8.470 acres, ±7.520 acres of the same into lots and ±0.950 acres into a public drive as shown, that said lots are numbered from 1 to 25 inclusive, that the foregoing Real Estate has been named WALTER'S WAY SUBDIVISION, that dimensions are given in feet and decimal parts thereof, and iron pins are designated as shown for the regulation of future surveys.

Timothy H. Linn
Registered Surveyor No. 7113

Date 12/31/01



DEDICATION

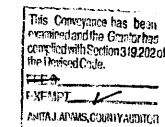
I, the undersigned, Joseph S. Messer, a managing member of Messer Properties, L.L.C., being the owner and party having any right, title or interest in the Real Estate shown, hereby certify that I have caused the same to be surveyed and platted into lots and common use area as shown; that said lots have been numbered 1 to 25 inclusive, that the said subdivision has been named WALTER'S WAY SUBDIVISION; that the drives, lanes and/or thoroughfares are, or are hereby dedicated to the public use as such; restrictions recorded in Deed Book _____, Page _____, shall apply whether specified in conveyance or not.

Joseph S. Messer
Managing Member

Witness
Theresa H. Hight

Open Space. Lots 23 and 25 are dedicated open space.

Drainage and Utility. Lot 24 is dedicated as a drainage and utilities area.



Approved For Transfer
No On-Lot Sewage
Date 6-28-2002
Michael J. Kiesel
Zanesville - Muskingum Co.
Health Department

ACKNOWLEDGEMENT

State of Ohio, County of Muskingum

Before me, Notary Public, in and for said County, personally appeared Joseph S. Messer, a managing member of Messer Properties, L.L.C., owner of WALTER'S WAY SUBDIVISION, who executed the foregoing instrument and acknowledged that they did sign the said instrument as their free act and deed and the free act and deed of said partnership. In testimony whereof I hereto subscribe my name and affix my official seal at Zanesville, Ohio, this 6th day of June 2002.

Notary Public
My Commission Expires: July 25 2003

State of Ohio, Muskingum County
Received for record on the 12th
day of July, 2002
at 9:41 o'clock AM.
Recorded July 12, 2002
in Plat Book 18, Page 53 thru 57
Korn/Vincini CR
Recorder
Fee: 108.00

Transferred
Date: July 12, 2002
Auditor, Muskingum County
Fee: 12.50

Date: July 4, 2002 Submitted for acceptance and approval.
Susan Culbertson
Clerk, County Commissioners

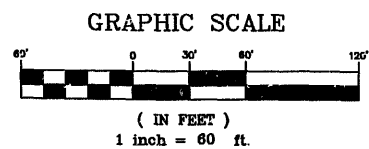
Accepted and Approved under Section 711.05 of the Revised Code of the State of Ohio, in that at least minimum specifications for subdivision thoroughfares and drainage in Perry Township must be met before application under Section 711.091 is made.

R. Edward Hight
Don Madala
Muskingum County Commissioners

PARCEL NO.
ALL OF: 51-51-60-03-14-000 (±8.470 Ac.)
BASIS OF BEARING: CENTERLINE OF U.S. ROUTE 40
PER DR 1151-687

LEGEND

- Iron Pin Set, 5/8" rebar
30" long, w/ plastic ID cap
- Iron Pin Found
- Fence Post Found



Project No.: MESS-167

Linn Engineering, Inc.
Civil Engineering Consultants
P.O. Box 2086 Zanesville, Ohio 43702-2086

Plat Book 18 Pg 54

WALTER'S WAY SUBDIVISION
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

1. This declaration made this 12th day of July, 2002, by Messer Properties, LLC, (hereinafter Grantor). Grantor is the owner of all of the lots located in Walter's Way Subdivision is shown in Plat thereof recorded in Plat Book 18 at page 54 of the Plat records of Muskingum County, Ohio, (hereinafter, "The Property"). Grantor intends to sell the Property restricting it in accordance with a common plan designed to preserve the value and residential qualities of the Property, for the benefit of its future owners. Grantor therefore declares that the Property shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants, conditions and restrictions hereinafter set forth (hereinafter referred to as the Covenants) expressly and exclusively for the use and benefit of the Property and of each and every person or entity who now or in the future owns any portion or portions of the Property. The portion of the Property to be owned and maintained by the Association hereinafter provided for shall be referred to herein as the "Common Area".
2. The term "Grantor" as used herein shall mean only Messer Properties, LLC, and not subsequent owners of lots who later convey them as grantors. Messer Properties, LLC, shall retain the powers and rights of "Grantor" so long as it owns any lot in the Property or until Grantor in writing, voluntarily surrenders such powers and rights to the Association, hereinafter provided for. If Grantor becomes no longer existent as a corporate body, the powers and rights retained for it herein shall pass to the Association, hereinafter provided for. Prior to Grantor's sale of the last lot it owns at the Property or the Grantor's voluntary surrender of powers to the Association, Grantor shall retain all powers granted hereunder to the Association. Furthermore, prior to the establishment hereunder of the Architectural Control Committee the Grantor shall retain all powers granted hereunder to said committee.
3. These Covenants are to run with the land and shall be binding on all parties and all persons 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 the owners of two thirds of the lots in the Property has been recorded, agreeing to terminate or amend said Covenants in whole or in part.
4. Violation or breach of any of these Covenants shall give to Grantor or Grantor's agent the right to enter any lot in

the Property involved and abate and remove the same at the expense of the owner of the lot involved or to proceed at law or in equity against such owner or any person or persons who have violated or are attempting to violate the Covenants to restrain such violators from doing so, and to cause said violation or attempted violation to be remedied, or to recover damages therefor. All such costs of enforcement and abatement, together with legal fees thereon and costs of collection thereof, shall be a charge on the offending lot and shall be a continuing lien upon the lot against which each such action is taken, subject only to the lien of any first mortgage. All such costs shall also be the personal obligation of the person who was the owner of such lot at the time when the action was taken. The personal obligation for all such costs shall not pass to successors in title unless expressly assumed by them.

5. Invalidation of any one of these Covenants by judgement or court order shall in no manner affect any of the other Covenants which shall remain in full force and effect.

6. No lot shall be used except for residential purposes. Nothing herein shall be deemed to prevent the owner from leasing a living unit to a single family as long as said lease is for at least one (1) year duration and said owner does not lease said living unit more than once during the ownership of said living unit. All leases of living units shall be in writing and shall provide that the lessee shall comply with and be bound by the Covenants. Notwithstanding the foregoing, a lessor may not waive or grant to the lessee any of the obligations of Owners contained in the Covenants. No building, including pet houses, shall be erected, altered, placed or permitted to remain on any lot other than an approved family dwelling and approved private garage for not more than two (2) cars per residence unless approved by Grantor, its successor or assigns.

7. The Property shall be used exclusively and solely for single family and private residence purposes. No more than one dwelling house shall be erected on any lot as originally or subsequently platted. There shall not be erected, constructed, suffered, permitted, used, operated or maintained on said tract any nuisance of any character, and the following without limiting the generality of the foregoing, shall be considered nuisances:
 - A. weeds, underbrush or other unsightly growths.
 - B. housing, feeding, corralling or harboring goats, swine, cattle, horses, rabbits or other livestock or multiple commercial style dog kennels (individual kennels for house pets shall be permitted).
 - C. any disposal of sewage or other waste which is not disposed of in accordance with regulations of the Muskingum County Board of Health, or other governmental entity having jurisdiction of same.

- D. The manufacture or sale of spirituous, vinous or fermented liquors, either wholesale or retail.
- E. Mercantile or manufacturing business of any kind.
- F. Sign, billboards or any other advertising device.
- G. Any use of the Property which endangers the health or unreasonably disturbs the quiet ownership and enjoyment of the owners or holders of adjoining land.
- H. Board or other fences or hedges except as approved in writing by the Architectural Control Committee, hereinafter provided for.
- I. Pets are subject to limitations as may from time to time be set by the Association. Generally recognized house or yard pets, in reasonable numbers, may be kept and maintained on a lot or in a living unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the lot and must not become a nuisance to other residences.
- J. No clothes lines or other clothes drying apparatus shall be permitted on any lot, except as properly screened in accordance with the standards established by the Association.
- K. Exterior television or other antennae are prohibited except as approved in writing by the Association.
- L. Storage, collection and disposal of trash shall be in compliance with rules set by the Association and procedures of the County of Muskingum.
- M. Trash, leaves and other similar material shall not be burned without the written consent of the Association.
- N. No signs of any type shall be displayed to public view on any lot or the Common Area without the prior written consent of the Association, except customary name and address signs, and lawn signs of not more than four (4) square feet in size advertising the lot for sale or rent.
- O. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted, except for mail depositories of the U. S. Postal Service.
- P. No live trees with a diameter in excess of six (6) inches, measured twelve (12) inches above ground, nor trees in excess of three (3) inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly or mountain laurel), nor live vegetation on slopes of greater than twenty (20) percent gradient, may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of such trees to allow for selective clearing or



Platbook 18 Pg 55

cutting.

8. Neither indoor nor outdoor incinerators shall be permitted on the Property.

9. No individual water supply (well system) shall be located on the Property.

10. No structures such as sheds, satellite receiving equipment, radio or TV antenna, swimming pools, or similar improvements will be permitted on the Property without the written consent of the Grantor.

11. No building shall be erected or altered on any lot until the construction plans have been approved by the Grantor or the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finished grade elevation. No fence, wall or landscaping shall be erected, placed, or altered on any lot nearer to any street line unless similarly approved.

The Architectural Control Committee is composed of Joseph S. Messer, Joseph V. Messer, Ann Messer Hines, Elizabeth Messer Diehl, and Durbin J. Dunzweiler. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member, the remaining members shall have full authority to designate a successor. A member may resign by giving written notice to each of the other members. Resignation is effective on the date notice is delivered. Neither the members of the committee nor the committee's designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of not less than two thirds of the lots shall have the power through a duly recorded written instrument to change the membership of the committee, or to change or restore to it any of its powers and duties. The committee may, by written notice to the Board of Directors of East Park Village Subdivision Association, delegate its authority to said Board of Directors.

The committee's approval or disapproval as required in these covenants shall be in writing. If the committee fails to approve or disapprove any plans or specifications within thirty (30) days after the plans have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to completion, approval will not be required and the related covenants shall be deemed to have been fully complied with.

12. The Architectural Control Committee or any of its personal representatives, successors or assigns, (including without limitation, the Association hereinafter provided for)

shall not be liable to anyone for approval by reason of mistakes in judgement, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans. Every person and entity who submits plans to the Architectural Control Committee agrees, by submission of such plans, that he will not bring any action or suit against the Architectural Control Committee or its personal representatives, successors or assigns (including without limitations, the Association hereinafter provided for) to act or to recover damages.

13. If approved by the Grantor or the Architectural Control Committee within twelve (12) months after ground has been broken for construction, the approved building shall be completely sided and finished as to the exterior thereof according to the approved plans and specifications. The land surrounding the same shall be cleared of all building debris and the lawn shall be graded, seeded and landscaping, as approved, shall be in place.

14. No lot shall be subdivided or any part thereof sold so as to decrease the lot size, but any lot may be divided provided that all the divided parts are added to adjoining lots so as to increase the size thereof. No new thoroughfare shall be established without consent of the Grantor or its duly designated agent.

15. The front of any dwelling erected on any lot shall face the street upon which the front of said lot abuts. such dwelling may face in a different direction only with the written approval of the Grantor or the Architectural Control Committee. As to any lot abutting on more than one (1) street, it shall be solely within the discretion of the Architectural Control Committee as to which street or side of the lot shall constitute the front of the lot and no commitment as to such decision is binding upon the Architectural Control Committee until the Architectural Control Committee has made the commitment in writing.

16. No building or residence or other improvement shall be moved from other locations on to any part of the Property without the consent of the Grantor or its designated agents.

17. No used materials shall be used in the exterior construction or residences or buildings on the Property.

18. No dirt shall be dug and removed from any lot except by written permission of the Grantor. No natural drainage ditch shall be obstructed or changed without the consent of the Grantor. Whenever, because of construction of improvements on a lot in the Property or for some other reason, silt would run off of a lot onto any adjacent property, the owner of such a lot shall be obligated to provide a means of siltation control to prevent silt from running off of such lot onto

such adjacent property.

19. No automobile or motor driven vehicle may be left upon the Property for a period longer than five (5) days in a condition such that it is incapable of being operated upon public roadways. Use and storage upon the Common Area and lots of all vehicles and recreational equipment shall be subject to rules promulgated by the Board of Trustees as provided herein. Without limiting the generality thereof;

(a) All motor vehicles shall be currently licensed and maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearance.

(b) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies, snowmobiles and all terrain vehicle shall be driven only upon paved streets and driveways. No motor vehicles shall be driven on pathways or unpaved Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair or improve the Common Area.

(c) Overnight parking of all recreational vehicles and related equipment shall be in garages, screened enclosures approved by the Architectural Review Board or in areas designated by the Association for such parking.

(d) Only approved vehicles may be parked overnight in driveways or on public streets. An approved vehicle shall include any conventional passenger vehicle, and a truck or commercial vehicle of less than three and one half tons in gross weight and which either bears no advertising signs or which bears signs or apparatus which meet the design standards of the Association. After such time, the vehicle shall be considered as a nuisance and detrimental to the welfare of the neighborhood and must be removed from the Property. Any towed vehicle, boat, motor home or mobile home regularly stored upon any lot, or temporarily kept thereon for periods longer than twenty four (24) hours each, shall be considered a nuisance and must be removed from the Property. The foregoing, however, does not apply to such boats or other vehicles, whether motor driven or towed, as are stored wholly within a private garage or trailer storage areas designated by the Association. No commercial vehicles may be parked, stored or temporarily kept on the Property, except when stored wholly within private garages, or except when there temporarily to service existing improvements or to be used in connection with construction of improvements on the Property.

20. All driveways to residences built on the Property must be surfaced with concrete or some similar hard surface, other than asphalt, within twelve (12) months from start of construction of the residence.

21. No residence shall contain less than one thousand four hundred (1400) square feet living space exclusive of basement and garage. Residence of one and one half or two story plans shall not have less than nine hundred (900) square feet of

Plat Book 18 Pg 56

living space on the first floor exclusive of basement and garage. Motor vehicle garages shall be attached to the residence unless a detached garage is approved by the Architectural Control Committee. Each residence shall have a two car garage, the narrowest dimension shall not be less than twenty two (22) feet.

The following procedures and guidelines shall be followed by anyone who proposes improvements to a lot:

A. A complete set of Architectural Drawings to include Floor Plans (minimum scale of 1/4" = 1'0") of all floor levels, plot plan (1" = 10 ft.), four elevation drawings (scale 1/4" = 1'0"), cross section drawings (scale 1" = 1'0") and material specifications shall be submitted to the Architectural Control Committee for approval a minimum of four weeks prior to the desired construction start date.

B. Location of the structure on the lot must be approved by the Architectural Control Committee.

C. Building materials for new homes shall consist of the following:

- i. natural color brick
- ii. natural color stone
- iii. natural color stained or painted wood
- iv. stucco and/or drivit
- v. pale, soft colors may be used for front entry door to living quarters; and
- vi. vinyl siding may be used but it must be approved and it must be in natural, earthtone colors and accompanied with masonry and/or natural color wood
- vii. natural log homes will not be permitted

The above natural colors shall be construed to be those that are normally found in an unfinished state. Wood, however, may be stained or painted a darker color but shall be that which is normally perceived as an earthtone.

During the course of performing normal maintenance on existing residences, owners are required to conform to guidelines established for new construction concerning external color selection.

D. When the home is completed, there shall be no unfinished block or, in the case of poured concrete basements, no unfinished concrete exposed. In small amounts Architectural Control Committee, at its discretion, may permit painted masonry to identically match exterior treatment color.

E. Roofs shall be composition or wood shake type material and shall be earth tone in color. There shall be no roofs which have as a predominant pitch less than 4 to 1 pitch. No white, red or black roofs are permitted.

F. Roof lines should be broken in some manner that interrupts a continuous roof line.

G. Windows must be painted, stained or covered with earthtone colors. Garage doors must be made of a material or covered with material that blends with the home.

H. Basketball goals shall not be permitted where highly visible from streets.

I. Above ground swimming pools, satellite dishes and detached buildings or sheds are not permitted. Only in rare instances will a detached garage be permitted and shall be at the sole discretion of the Architectural Control Committee. Ornamental structures such as gazebos, trellises, et cetera must be approved by Architectural Control Committee before construction.

J. Fencing must be of natural construction and color, with prior approval by the Architectural Control Committee before construction.

K. Landscaping plans are to be submitted to the Architectural Control Committee for approval before landscaping begins.

L. Any variance of any of the aforementioned resolutions must be approved by a majority of the complete Architectural Control Committee.

22. No tap or connection into the sewage lines or other utilities in the Property may be made to serve any area other than the Property without written approval of Grantor.

23. Easements and rights of way upon, across, over, through and under the Property are hereby expressly reserved as designated in the recorded plat of the Property and upon, across, over, through and under a five foot strip of all adjoining lot boundaries in the Property and upon, across, over, through and under a ten foot strip of all perimeter lot boundaries of the Property for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems and for the construction and maintenance of storm water drains, land drains, and public and private sewers. By virtue of this easement, it shall be expressly permissible for the Grantor or providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits, providing such company restores

disturbed areas to the condition in which they were found.

Notwithstanding anything to the contrary contained in this Section 23: (1) no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated on said premises except as approved by the Grantor; provided however that the foregoing restriction shall not be construed to apply to the relocation, installation or removal of utility lines within a lot which serve only that lot. This easement shall in no way affect any other recorded easements on said premises.

24. For a period of two (2) years from the date of conveyance of each lot, the Grantor reserves an easement and right on, over and under the ground within any lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Grantor shall restore the affected property to its original condition as near as practicable. The Grantor shall give reasonable notice of intent to take such action to all affected owners, unless in the opinion of the Grantor an emergency exists which precludes such notice.

25. There is hereby created an easement in favor of Grantor or its agent for ingress and egress on any lot to inspect such property for (a) alleged violations of these Covenants and (b) compliance with architectural standards and/or approved plans for alterations and improvements, provided the owner of such lot is given written notice of the purpose and time of inspection at least three (3) days in advance thereof and such inspection is performed during reasonable hours.

26. The failure of the Grantor to enforce any restriction shall never be construed to be a waiver, acquiescence or consent to any breach or violation of the provisions herein contained.

27. Every owner (hereinafter Owner) of a lot (hereinafter referred to as Lot) in the Property shall be a member of the Walter's Way Subdivision Association (herein referred to as Association). Membership shall be appurtenant to and may not be separated from ownership of any Lot and shall be under the following terms and conditions:

A. The Association shall have two classes of voting membership:

- 1) Class A members shall be all Owners with the exception of the Grantor and shall be entitled to one vote for each Lot owned. When more than one person

Plat Book 18 Pg 57

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

- 2) The Class B member shall be the Grantor and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease to exist on the happening of any of the following events, whichever occurs earliest: (a) when the Grantor closes on the sale of the last Lot in the Property; or (b) on October 15, 2020

B. Other than the Grantor, each Owner of any Lot by acceptance of a deed, whether or not it shall be so expressed in the deed, is deemed to covenant and agree to pay the Association annual assessments or charges and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

C. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of any land areas in the Property owned by the Association including, but not limited to the Common Area.

D. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred and Twenty Dollars (\$120.00) per lot.

(1) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(2) From and after January 1 of the second year following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year above ten percent (10%) by the vote of two thirds (2/3) of the votes of the members who are voting in person or by proxy at

a meeting duly called for this purpose.

(3) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

E. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. The Grantor shall not be subject to any such special assessment.

F. Written notice of any meeting called for the purpose of taking any action authorized under paragraphs 27D or 27E shall be sent to all members not less than thirty (30) days and not more than sixty (60) days in advance of the meeting. At the first such meeting called the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

H. The annual assessments shall commence as to all Lots on the first day of the month following the conveyance of any Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

I. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, in accordance with the laws of the State of Ohio. No Owner may waive or otherwise escape liability for the assessments by nonuse of the Common Area or abandonment of the Lot.

J. The lien of the assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of assessment as to payments that became due prior to the sale or transfer. No sale or transfer shall relieve the Lot from liability for any assessments thereafter becoming due.

K. Resale of Lots:

(a) Reference to Declaration - The deed or instrument transferring title to any Lot shall contain a provision incorporating by reference the covenants and restrictions set forth in this Declaration.

(b) Notification - Further, the Contract Seller of a Lot shall notify the Board of Directors of the Association as to the Contract Purchaser and scheduled date and place the conveyance will be accomplished.

(c) Estoppel Certificate - The Board of Directors of the Association, if thereafter requested by the Contract Purchaser of a Lot, shall prepare an Estoppel certificate which shall set forth any assessments and charges due upon such Lot at time of conveyance and certify as to whether or not there are violations of the Covenants, Conditions or Restrictions set forth in this Declaration with respect to the Lot being conveyed as of the date of preparation of such certificate. The certificate shall be delivered to the place indicated by the Contract Purchaser and outstanding assessments, if any, shall be deducted from the Seller's account at the closing and transmitted directly to the Association. A reasonable charge to cover the cost of providing such certificate is also a deductible expense. At the Board of Directors election these expenses can be collected as a precondition to the issuance of the certificate.

28. Every person who now or hereafter owns or acquires any rights, title or estate in any portion of the Property is and shall be conclusively deemed to have consented and agreed to the Covenants, contained herein whether or not a reference to the Covenants is contained in the instrument by which such person acquired rights, title, or estate. The Association, any Owner, Occupant or First Mortgagee, as their interests may appear, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions,

covenants, reservations, liens and charges imposed hereunder or hereafter imposed pursuant to any supplementary Declarations adopted by the Association. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.