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**THIRD AMENDED
DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
CAMELOT ESTATES SUBDIVISIONS
AVON, OHIO**

This Amended Declaration, made this 5th day of September, 2001, by Huntington Woods Building Company and Alan F. Scott, Inc., both Ohio corporations, hereinafter collectively called "Developer" supersedes the original Declarations of Covenants and Restrictions for Camelot Estates recorded at O.R. Volume 1145, Page 121 of Lorain County Records, the Amended Declaration of Covenants and Restrictions for Camelot Estates recorded at O.R. Volume 1195, Page 163 of Lorain County Records, the Second Amended Declaration of Covenants and Restrictions for Camelot Estates Subdivisions recorded at Document No. 469558, Film No. 1215 of Lorain County Records, the Declaration of Covenants and Restrictions for Camelot Estates Subdivision No. 3 recorded at Document No. 475126, Film No. 1226 of Lorain County Records, the Declaration of Covenants and Restrictions for Camelot Estates No. 4 recorded at Document No. 990-596851 of Lorain County Records, the Amended Declaration of Covenants and Restrictions for Camelot Estates Subdivision No 4 recorded at Document No. 642363, Film No. 1503 of Lorain County Records, the Declaration of Covenants and Restrictions for Camelot Estates Subdivision No. 5 recorded at Document No. 685324, Film No. 1587 of Lorain County Records and the Declaration of Covenants and Restrictions for Camelot Estates Subdivision No. 6 recorded at Document No. 755468, Film No. 1716 of Lorain County Records.

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WITNESSETH;

WHEREAS, Developer is the owner of certain property described in Article II of this Declaration, consisting of lots and related common properties, and Developer desires to create thereon a residential community consisting of detached single family living units, with permanent open spaces, easement areas and other common properties and facilities for the benefit of the said residential community; and

WHEREAS, the Developer, pursuant to the general plan of residential development and in furtherance of the desire to provide for the preservation of the values and amenities in said residential community, desires to subject the real property described in Article II, together with such additions as may hereafter be made thereto (as provided in Article II), to the covenants, restrictions, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, the Developer has deemed it desirable for the efficient preservation of the values and amenities in said residential community to create an agency to which should be delegated and assigned the power of maintaining and administering the open spaces, common properties and facilities and easement areas as set forth in Article IV hereof and administering and enforcing the covenants and restrictions set forth herein and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused to be incorporated under the laws of the State of Ohio, as a non-profit corporation, Camelot Estates Homeowners' Association of Avon, Inc., for the purposes of exercising the aforesaid functions;

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto, as may hereafter be made, pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth and further specified that this Declaration shall constitute covenants to run with the land and shall be binding upon the Developer and its successors and assigns, and all subsequent owners of all or any part of said real property, together with their grantees, successors, heirs, executors, administrators or assigns.

ARTICLE I

DEFINITIONS

SECTION 1.

The following words, when used in this Declaration or any Supplemental Declaration (unless the context prohibits), shall have the following meanings:

- (a) "Association" shall mean and refer to the Camelot Estates Homeowners' Association of Avon, Inc.
- (b) "City" shall mean the City of Avon a municipal corporation organized and existing under the laws of the State of Ohio. It is specifically acknowledged by all parties to these Covenants and Restrictions that the City is a third party beneficiary to these Covenants and Restrictions and has the same authority to administer and enforce these Covenants and Restrictions as they relate to the open spaces, Common Properties, storm sewers and swales, and other Easement Areas as more fully set out herein, as does the Association or Developer. The City, as a third party beneficiary to these Covenants and Restrictions and by giving its approval to these documents, shall in no way be deemed to have waived any of its zoning, building or other requirements of ordinances or general law which requirements shall still be binding upon the Properties if they are more restrictive than the requirements set out within these Covenants and Restrictions.
- (c) "Club" shall mean The Camelot Estates Swim Club, Inc., an Ohio non-profit corporation which may be established by the Developer for the purposes set forth in Article VII herein.
- (d) "Common Properties" shall mean and refer to those areas of land and improvements and facilities thereon, shown on any recorded subdivision

plat of the Properties and intended to be devoted to the common use and enjoyment of all owners of the Properties and shall include the storm water detention basin(s) serving the subdivision. All Easement Areas and recreational facilities, shall be available for use by any owner of a Lot and by Developer.

- (e) "Developer" shall mean and refer to Huntington Woods Building Company and Alan F. Scott, Inc. and their successors or assigns of all or substantially all of the Properties.
- (f) "Development Period" shall mean the development of the residential community in stages, including any additional properties which are added to and made a part of this Declaration, pursuant to Article II hereof, projected to occur over a period of years ending December 31, 2010.
- (g) "Living Unit" shall mean and refer to any building, or any portion of a building situated upon a Lot within the Properties, designed and intended for use and occupancy as a residence by a single family.
- (h) "Lot" shall mean and refer to any subplot (whether or not improved with a house) shown upon any recorded subdivision plat of the Properties.
- (i) "Member" shall mean and refer to all those Owners called members of the Association as provided in Article III, Section 1, hereof.
- (j) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon the Properties, but shall not mean or refer to the mortgagee thereof unless and until such mortgagee has acquired title pursuant to foreclosure, or any proceeding in lieu of foreclosure.
- (k) "Properties" shall mean and refer to the property described in Article II and any additions made thereto in accordance with Article II.
- (l) "Residential Community" shall include and mean the sublots which may be developed upon the Properties, as said number may be adjusted, including any additional properties which are added to and made a part of this Declaration, pursuant to Article II hereof.

ARTICLE II

PROPERTIES SUBJECT TO THE DECLARATION; ADDITIONS THERETO

SECTION 1. Existing Property.

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Amended Declaration is located in the City of Avon, Ohio, includes all Camelot Estates Subdivisions as more particularly described in "Exhibit A" annexed hereto and made a part hereof. All of the aforesaid real property shall hereinafter be referred to as "Existing Property".

SECTION 2. Additions to Existing Property.

Additional lands may become subject to this Declaration in the following manner:

(a) Additions by the Developer With the Prior Approval of the City.

The Developer, with the prior written approval of the City shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development. Nothing, however, contained herein shall bind the Developer to make any additions or to adhere to any particular plan of the development.

(b) Additions by the Association with the Prior Approval of the City.

The Association, with the prior written approval of the City, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development. Nothing, however, contained herein shall bind the Association to make any additions or to adhere to any particular plan of development.

(c) Supplemental Declaration of Covenants and Restrictions.

Any such addition shall be made by filing of record a Supplemental or Amended Declaration of Covenants and Restrictions in a form approved by the Developer or the Association, as applicable, with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such additional property. Such Supplemental Declaration may contain such complementary additions and modifications of these Covenants and Restrictions as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the scheme of these Covenants and Restrictions. In no event, however, shall such Supplemental Declaration revoke, modify or add to the Covenants and

Restrictions established by this Declaration within the Existing Property, nor shall such instrument provide for assessment of the added property at a lower rate than that applicable to the Existing Property.

(d) Definitions to include Additional Property.

Such additions shall extend the jurisdiction, functions, duties and membership of the Association to such properties. In the event of such addition, the definition of Residential Community shall be amended to include any additional Living Units to be developed in such additional property.

(e) Merger or Consolidation.

The Association may be merged or consolidated with another Association as provided in its Articles, By-Laws or Rules and Regulations. Upon such merger or consolidation, the Association's properties, rights and obligations may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by this Declaration with the Existing Property except as hereinafter provided.

(f) Right to Assign.

Developer shall have the right to assign any and all of the rights reserved to it in this Article II.

(g) Conveyance as Consent.

Developer on its own behalf as the owner of all the Existing Property, and on behalf of all subsequent owners, hereby consents to and approves, and each subsequent Owner and its mortgagee by acceptance of a deed conveying such ownership interest, as the case may be, thereby consents to and approves the provisions of this Article II, including without limitation and the generality of the foregoing, and the amendment and modification of this Declaration by Developer in the manner provided in this Article II herein and Article VII herein.

SECTION 3. Changes in Development.

Developer reserves the right to subtract from the projected number of Sublots which may be developed by Developer as part of the Residential Community. In

the event of any change in the number of Sublots, the definition of Residential Community shall be amended to reflect said change. In no event does Developer warrant, expressly or by implication, that any particular number of Sublots will, in fact, be developed within the Existing Property.

Developer reserves the right to make such changes in the boundaries of Sublots shown on any subdivision plat, with the approval of the City, as Developer deems advisable, provided that no such change may be made if same would materially adversely affect the boundaries or the beneficial use and enjoyment of any Sublot or Living Unit then owned by persons other than Developer without the written consent of such person.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. Membership.

Each person or entity who is a record Owner of a fee or undivided fee simple interest in any Sublot shall automatically be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the payment of money or performance of an obligation shall not be a member. When more than one person holds such interest or interest, in any Sublot, all such persons shall collectively be counted as a single Member, and entitled to one vote for each such Lot, which vote for such Lot shall be exercised as they among themselves deem. Each such Member shall be jointly and severally liable for the payment of the assessments hereinafter provided with respect to such Lot.

SECTION 2. Voting Rights.

Until the expiration of the Development Period, or until the occurrence of the event specified below, whichever shall first occur, the Association shall have two (2) classes of voting Membership:

CLASS A: Class A Members shall be all Members, with the exception of the Developer, until such time as the Developer's Class B votes are converted to Class A votes, as provided below. Class A Members shall be entitled to one vote for each Lot owned by them.

CLASS B: The class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Lot then owned by Developer. The Class B Membership shall cease and become converted to Class A Membership upon the occurrence of the first of one (1) of the following two (2) events:

1. The total votes of the Class A Membership equal the total votes of the Class B Membership, computed upon the three (3) to one (1) basis set forth above; or

2. The expiration of the Development Period. From and after the occurrence of one (1) of the above events, the Developer shall be deemed to be a Class A Member and entitled to one (1) vote for each Lot owned by Developer.

ARTICLE IV

RESERVED EASEMENTS UPON THE PROPERTIES

SECTION 1. Spillway and Retention Pond.

Developer does hereby reserve the right to create easement(s) upon any one or more Lots, for the installation and use of a spillway and retention pond for the benefit of the Properties as may be shown from time to time on any subdivision plat relating to any part of the Properties.

SECTION 2. Access Road.

Developer does hereby reserve the right to create easement(s) upon any one or more Lots, for the construction and use of an access road to any such spillway and retention pond for the benefit of the Properties as may be shown from time to time on any subdivision plat relating to any part of the Properties.

SECTION 3. Landscaping Easement.

Developer does hereby reserve the right to create easement(s) upon any one or more Lots, within the first ten (10) feet thereof which abuts a roadway appurtenant to any such Lot, to install and maintain landscaping for the benefit of the Properties as may be shown from time to time on any subdivision plat relating to any part of the Properties.

SECTION 4. Signage Easement.

Developer does hereby reserve the right to create easement(s) upon any or more Lots within the first ten (10) feet thereof which abuts a roadway which is appurtenant to any such Lot for the purpose of installing and maintaining signs for the benefit of the Properties and/or the sale of any Lot within the Properties by Developer, as may be shown from time to time on any subdivision plat relating to any part of the Properties.

SECTION 5. Storm and Sanitary Sewer Easement Areas.

Developer has reserved and/or created and granted or may create and grant easements for the installation and maintenance of sanitary sewers, storm sewers, drainage, and swales to the City of Avon, all as shown on the subdivision plat to be recorded for the Subdivision and the storm water detention basin(s) as shown in the construction plans and/or the plat to be recorded for the subdivision. Developer does

hereby reserve the right to create further easement(s) upon one or more Lots, for the purpose of installing and maintaining storm and sanitary sewers, drainage and swales of the benefit of the Properties as may be shown from time to time on any subdivision plat relating to any part of the Properties. No structures (including but not limited to sidewalks and driveways), plantings or other materials shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas or which may change, retard or increase the flow of water through the respective easement areas. The easement areas and all improvements therein shall be maintained continuously by the Association unless those easement areas are accepted by the City of Avon and which the City of Avon has formally undertaken to maintain. The City of Avon has the right to enter and cross each Lot at any place that the City deems necessary in order to install or maintain, or to perform any function or operation in accordance with such easements.

SECTION 6. Public Utility Easement.

Developer does hereby reserve the right to create easement(s) upon any one or more Lots, for the installation, use and maintenance of all utilities as Developer may determine, including but not limited to, electrical, gas, T.V. cable, sewer and/or water service lines, all as may be shown from time to time on any subdivision plat relating to any part of the Properties. Developer does hereby reserve the right to create additional easement(s) across each Lot for the purpose of installing a second electrical meter on any Living Unit, as Developer deems necessary, for the purpose of providing common electrical metering for lighting of signs and street lighting, and an easement to install and maintain and use such electrical lines across said Lot, to and from said electrical meter as may be shown from time to time on any subdivision plat relating to any part of the Properties.

SECTION 7. Members' Easements of Enjoyment.

Subject to the provisions of Section 9 of this Article IV, each Member or each Lessee of a Member, shall have a right and easement of enjoyment in and to the Common Properties (for himself, his immediate household and guests), in common with all others entitled to use the same, and such easement shall be appurtenant to and shall pass with the title to each Lot.

SECTION 8. Title to Common Property.

Developer may retain the legal title to any part or all of the Common Properties until such time as all improvements to be constructed upon said Common Properties have been completed thereon, and until such time as, in the opinion of the Developer, the Association is able to maintain the same. Notwithstanding any provisions herein, the Developer hereby covenants for itself and its successors and assigns that it shall convey all of the Common Properties to the Association no later than the expiration of the Development period. Developer, with the prior written approval of the City retains the right to change and adjust the boundaries, location and size of any Common

Properties so long as Developer is the owner of said Common Properties or until the expiration of the Development Period, whichever last occurs.

SECTION 9. Extent of Membership Easements.

The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Developer and of the Association in accordance with its Articles and By-Laws to borrow money for the purposes of improving the Common Properties and in aid thereof to mortgage said Common Properties. In the event of a default upon any such mortgage, the lender's rights thereunder shall be limited to a right, after taking possession of such Common Properties, to charge admission and other fees as a condition to continued enjoyment by the Members, and, if necessary, to open the enjoyment of such Common Properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such Common Properties shall be returned to the Association and all rights of the Members thereof shall be fully restored; and
- (b) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure.
- (c) The right of the Association in accordance with its Articles and By-Laws to suspend the enjoyment of the rights described above in Section 7, for any period during which the Members' assessment remains unpaid and for any infraction of its rules and regulations; and
- (d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and
- (e) The right of the Association to issue annual permits to non-members for the use of all or a part of the Common Properties when and upon such terms as may be determined at a meeting of the Members at which a quorum of Members entitled to exercise fifty-one percent (51%) of the voting power of the Association is in attendance, either in person or by proxy, by the affirmative vote of two-thirds (2/3) of the voting power of the members in attendance, either in person or by proxy, at such meeting; and
- (f) The right of the Association to dedicate or transfer all or any part of the Common Properties to any municipality or any public agency, authority or utility for such purposes and subject to such conditions as may be determined at a meeting of the Members at which a quorum of Members entitled to exercise fifty-one percent (51%) of the voting power of the Association is in attendance, either in person or by proxy,

by the affirmative vote of two-thirds (2/3) of the voting power of the Members in attendance, either in person or by proxy, at such meeting, provided that written notice shall be given to every Member at least thirty (30) days in advance of the date of such meeting stating that such a dedication or transfer will be considered at such meeting.

SECTION 10. Common Property Maintenance Obligations.

Developer, on behalf of the Association, shall maintain all Common Properties until such time as all improvements to be located upon said Common Properties are installed, completed, paid for in full, and turned over or conveyed to the Homeowner's Association. Maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for all appurtenances, exterior and interior building surfaces, trees, shrubs, grass areas, driveways, walls, concrete, and other improvements in and/or on the Common Properties. Developer shall be entitled to reimbursement for such maintenance costs from the assessments arising pursuant to Article V hereof. All costs of initial construction or completion of any such improvements upon any Common Properties by the Developer shall be payable solely by Developer.

SECTION 11. Association's Maintenance Obligations.

The Association shall assume the same duty to maintain all Common Properties as does the Developer, as set out in this Article, after title has been conveyed to the Association.

SECTION 12. Maintenance of Easement Areas Located with Lots.

The Association shall maintain all easement facilities described herein as a Common Expense of the Association; provided, however, that each Owner of a Lot shall be solely responsible for the cost of maintenance, caring for and replacement of all landscaped areas within the Lot, including mowing of all grassy areas within the Lot, including, in all such instances, any portion of the Lot, which is encumbered by an easement, excepting only such costs as may be related to the repair, replacement or improvement to or of any such easement facility by the Association.

SECTION 13. City as a Third Party Beneficiary.

The City, as a Third Party Beneficiary, may--although under no obligation or duty to do so--compel compliance with Sections 10 and 11 of this Article as the City deems necessary by court action or any other legal means.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of any Lot (except the Developer), by accepting a deed therefore, whether or not is shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

- (a) A one-time application fee of \$100.00 for membership in the Association shall be charged to original owners and subsequent transferees of lots or living units. The one-time application fee shall not apply to builders purchasing lots from Developer for resale.
- (b) A one-time application fee of \$100.00 and an annual assessment for the Camelot Estates Swim Club, Inc., unless same is billed directly by such club pursuant to Article VII, Section 12 of these Declarations. The one-time application fee shall not apply to builders purchasing lots from Developer for resale.
- (c) An annual assessment for the continued operation, maintenance and repair of the Common Properties and for the Association's performance of its other functions and responsibilities. Annual assessments shall not apply to builders purchasing lots from Developer for resale.
- (d) An annual assessment for the continued operation, maintenance and repair of all Easement Areas, and for continued operation, maintenance and repair of the sanitary/storm sewer facilities servicing the Properties until such time, if any, as the City of Avon assumes the obligation for maintenance and repair of said sanitary/storm sewer facilities and for sidewalks located on the Properties, and for the Association's performance of its other functions and responsibilities. Annual assessments shall not apply to builders purchasing lots from Developer for resale.
- (e) Special assessments for improvements or other capital expenditures, for emergency, operating, maintenance or repair costs, and for other costs and expenses not anticipated in determining the applicable annual assessment. Each assessment shall be in the same amount for each such Lot. Each such Lot with a house thereon owned by the Developer and leased or rented to another person, and each such Lot owned by any other Owner, shall be subject to a lien in favor of the Association securing any and all unpaid annual and special assessments, as hereinafter provided. All annual and special assessments, together with interest thereon as hereinafter provided, shall be a charge upon such Lot and if not paid within thirty (30) days after their due date, the Association shall have a

lien upon the Lot for which such assessment has not been paid. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

SECTION 2. Annual Assessments.

The Annual assessment shall be levied annually by the Association prior to the date of the annual meeting of the members, in such amounts as in its discretion shall be reasonably necessary to meet expenses anticipated during the ensuing year and to accumulate reasonable reserves for anticipated future operating or capital expenditures. At the annual meeting of the members, the amount of the annual assessment as levied by the Trustees may be increased or decreased by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association. The initial annual assessment shall be \$150.00 per calendar year, prorated to the first day of the month after the owner takes possession of the lot or living unit. Beginning with the calendar year 1998, the annual assessment may be increased not more than 10% annually.

SECTION 3. Special Assessments.

During the Development Period, Developer may assess Owners of lots, including builders constructing homes in the Subdivision, for cost to cure such Owners breach of any of the Owners' responsibilities herein, including, but not limited to the garbage and refuse disposal requirements of Article VI, Section 14, the mowing requirements of Article VI, Section 15 and the external maintenance requirements set forth in Article VI, Section 18. Such assessment may result in a lien, as set forth in Article VI, Section 21. After the Class B membership ceases and become converted to Class A membership as provided in Article III, Section 2 above, special assessments may be levied by the Association from time to time at a meeting of the Members by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association and, if there be more than one class of membership, then by the affirmative vote of Members entitled to exercise a majority of the voting power of each class of membership, provided that written notice shall be given to each Member at least thirty (30) days in advance of the date of such meeting stating that a special assessment will be considered at and discussed at such meeting. Special Assessments may, if so stated in the Resolution authorizing such assessment, be payable in installments over a period of years.

SECTION 4. Due Dates of Assessments; Defaults.

The due date of the annual assessments shall be January 1 in each year. The due date of any special assessment or installment thereof shall be fixed in the Resolution of the Members authorizing such assessment, and written notice of such special assessment or installment thereof shall be given to each Owner subject thereto at least sixty (60) days in advance of such due date.

If any annual or special assessment, or installment of a special assessment, is not paid within ten (10) days after the due date, such delinquent assessment or installment shall bear interest from the due date at the prime rate then being charged by Key Bank, N.A. or its successor plus three percent (3%) per annum, and the Association may after such thirty (30) day period bring an action at law against the Owner responsible for the payment of such assessment, and (additionally or alternatively) may foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessment or installment amount as above provided, together with the costs of the action and reasonable attorney's fees. The Association may file in the office of the County Recorder a Notice of Lien to evidence any delinquent assessment or installment, but the Association shall not be under any duty to file such Notice of Lien and its failure or omission to do so shall not in any way impair or affect the Association's lien and other rights in and against the property and against the Owner of such property.

SECTION 5. Statement of Unpaid Assessments of Charges.

Any prospective grantee or mortgagee of a fee or undivided fee interest in a Lot may rely upon a written statement from the President, Vice-President or Treasurer of the Association setting forth the amount of unpaid assessments or charges with respect to such fee or undivided fee interest. In the case of a sale of any such interest, no grantee shall be liable for, nor shall the interest purchased be subject to a lien for, any unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement; nor shall the membership privileges of such grantee (or his household or guests) be suspended by reason of any such unpaid assessment. In the case of the creation of any mortgage, any lien of the Association for unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement shall be subordinate to such mortgage.

SECTION 6. Exempt Property.

The following property shall be exempted from the assessments and lien created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) The Common properties as defined in Article I, Section 1 hereof;
- (c) All properties exempted from taxation by the laws of the State of Ohio.

Notwithstanding any provisions herein, except as otherwise specifically provided in this Article V, no Lot devoted to residential use shall be exempt from said assessments or liens.

SECTION 7. Association's Duty of Maintenance and Repair.

The Association shall have the duty to maintain and repair and to comply with all applicable governmental laws, ordinances and regulations pertaining to any Easement Area, including, but not limited to, the sanitary/storm sewer facilities servicing the Properties if the City of Avon does not assume the obligation of maintenance and repair of said sanitary/storm sewer facilities and for the Association's performance of its other functions and responsibilities.

SECTION 8. Rights of City.

After the transfer of title to the Common Properties to the Association, the City shall have the right, but not the obligation, to impose any special assessments for improvements made by the City which would otherwise be a lien on the Common Properties, on the sublots within the Properties on an equitable basis to be determined by the City.

ARTICLE VI

PROTECTIVE COVENANTS

SECTION 1. Land use.

No industry, business, trade, occupation or profession of any kind whether for commercial, religious, educational, charitable, or other purposes shall be conducted, maintained or permitted on any Lot or in any Living Unit except such as may be permitted by the Association, and except that:

- (a) The Developer may perform or cause to be performed such work and conduct such activities as are incident to the completion of the development and construction of the Properties, and to the sale or lease of Lots or Living Units, including but not limited to the maintaining of model houses, and sales offices by the Developer. Nothing herein contained shall restrict the right of the Developer to delegate or assign its rights hereunder to an authorized builder, building company or other person, firm or entity.
- (b) An Owner, the Association, or its agent or representative may perform or cause to be performed any maintenance, repair or remodeling work with respect to any Lot or Living Unit.

SECTION 2. Architectural Control.

The following architectural provisions shall be applicable to the Properties:

- (a) **Plan Approval.** No structure shall be placed, erected or installed upon any Lot, no construction (which term shall include within its definition staking, clearing, excavation, grading, and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place until the requirements of this section have been fully met. Prior to any construction, the Owner or builder shall first submit to the Developer (which for the terms of this section shall include its designee) a complete set of building plans for the proposed construction. The Developer shall approve, reject or modify such plans in a writing sent to the Owner or Builder in question not more than thirty (30) days after the plans are submitted to the Developer. The thirty (30) day period shall commence upon execution of a written notice by the Developer acknowledging receipt of plans and specifications and all information required therewith. The Developer shall review the plans as to the quality of workmanship and design and harmony of external structures with existing structures and as to location in relation to surrounding structures, topography and finish grade elevation. The Developer shall not unreasonably withhold approval of any plans that conform in every way with the Declaration and with the general character of the development on neighboring Lots within the Property. If the Developer fails to approve, reject, or modify the plans within the thirty (30) day period, the Developer's approval shall be deemed to have been given, and no further permission shall be needed before the improvements described in such plans may be constructed or installed. However, in no event shall any improvements be constructed or installed which violate any terms of this Declaration.
- (b) **Developer's Plan Approval Period.** Developer's right of plan approval shall exist for as long as Developer, or its authorized builder or building company, owns any Lot in the Properties. Developer's right of plan approval shall include any alterations to existing Lots or Dwelling Units and/or items requiring prior approval by this Declaration. In any items or matters that are discretionary, the Developer's decision shall be conclusive upon all parties.
- (c) **Developer's Control of New Construction.** The Developer shall have exclusive control of new construction within the Property. No provision of this Declaration, as the same relates to new construction, may be modified without Developer's written consent.
- (d) **Association's Right of Plan Approval.** After expiration of the Development Period or prior assignment of the right of Plan Approved by Developer, the Association shall be responsible for plan approval. The Developer may assign its right of plan approval, or any portion thereof, including approval of modifications to existing Living Units, to the Association.

- (e) **Living Unit Floor Areas and Roof Requirements.** No Living Unit shall be erected on the Properties unless such Living Unit exclusive of basement area shall be at least 1600 square feet for a one-story type dwelling and 1700 square feet for a Living Unit in excess of one-story. The roof and gables of each Living Unit shall be no less than 6-12 pitch. Porch and patio roofs may be 3.5-12 pitch.

SECTION 3. Nuisances.

No noxious or offensive activity shall be carried on or upon any Lot nor shall anything be done thereon or therein, either willfully or negligently which may be or become an annoyance or nuisance to the Owner or occupant of any other Lot.

SECTION 4. Temporary Structures.

No temporary buildings or structures (including, without limitation, tents, shacks, and storage sheds) shall be erected or placed upon any Lot without the prior approval of the Board of Trustees of the Association. No such temporary building or structure nor any trailer, basement, tent, shack, garage, barn or other building shall be used on any Lot at any time as a residence either temporarily or permanently. Nothing herein contained shall prohibit the erection and maintenance of temporary structures as approved by the Developer incident to the development and construction of the Properties.

SECTION 5. Outbuildings

No tent, trailer, mobile home, outbuilding or living quarters accessory to the residence and garage shall be erected, reconstructed, placed or suffered to remain on any subplot. Childrens' playhouses and greenhouses for the occupants of the subplot only are exceptions. Storage sheds and all other accessory buildings shall be permitted only upon approval of the Developer during the Development Period and, thereafter, by the Association. Prior to construction, a Member must submit plans to the Developer or the Association in accord with the requirements of the City of Avon, and the following restrictions shall apply: a.) the structure shall not exceed 120 square feet size (10' x 12') nor 10 feet in height; b.) the structure shall have a minimum of 6/12 roof pitch; c.) the siding and roof shingles shall match the exterior color of the Member's single family home; d.) plans must be submitted by the member proposing the accessory building showing the exterior color, materials to be used, door design, window design, roof color and the exact location on the Member's property, showing, to scale, distances from side and rear lot lines; e.) the Developer or Association shall approve or disapprove the plans proposed by the Member within thirty (30) working days after plans have been submitted. Failure on the part of Developer or the Association to respond to the application shall be deemed approval; f.) in its consideration of the application of each Member, the Developer or the Association shall consider the effect of construction of the accessory building on neighboring Members. Any permitted outbuilding shall be constructed and located in accordance with the provisions of the then-current applicable zoning and building ordinances in the City of Avon.

SECTION 6. Garage and Parking Facilities.

Every detached single-family residence shall include or have provided for it, on the Lot on which it is located, a garage of no less than two-car size, and an accessory paved driveway; and no such garage shall be converted by alteration or use so as to diminish its area below that required for such purpose unless in conjunction with such conversion a garage with equivalent space is provided and approved under the provisions of Section 2 of this Article VI.

SECTION 7. Storage and Parking of Vehicles.

No commercial vehicle, truck, tractor, mobile home or trailer (either with or without wheels) or any other transportation device of any kind except as hereinafter provided for shall be stored or kept within the Properties. Private automobiles may be stored in a garage or parked in a private driveway provided such garage or driveway conforms to the requirements of Section 6 when incident to the residential use of the Lot upon which such garage or driveway is situated. Boats and travel trailers when incident to the residential use of any Owner may be stored in a garage upon the Lot associated with such dwelling provided such garage conforms to the requirements of Section 5 of this Article VI.

SECTION 8. Signs.

No signs of any kind shall be displayed to the public view by the Owner on any Lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the Developer or authorized by Developer to advertise the Property during the construction and sales periods for such Lot.

SECTION 9. Chain Link Fences.

No chain link fences shall be permitted upon or in any Lot.

SECTION 10. Exterior Lights.

All installation of exterior lights by Owners or builders shall use Progress 545531 lights and heads, or, if same are not available, those which most closely match and conform to the designated lights and heads within the Subdivision.

SECTION 11. Mailboxes.

Mailboxes shall be constructed of such materials as are acceptable to the Developer during the development period and to the Association after the Development Period, and shall conform to the style and construction of other mailboxes previously constructed in the Subdivision.

SECTION 12. Oil and Mining Operations.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kinds shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

SECTION 13. Livestock and Poultry.

No animals or birds of any kind shall be raised, bred or kept on any Lot or in any Living Unit except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes not permitted to cause or create a nuisance or disturbance.

SECTION 14. Garbage and Refuse Disposal.

No Owner or Occupant of any Lot shall deposit or leave garbage, waste, putrid substances, junk or other waste materials on any Lot, or on any other part of the Properties or on any public street or other public property or in any lake, pond or water course nor permit any other person to deposit any of such materials on any property owned by, or in the possession of, such Owner or Occupant. An Owner or Occupant of any Lot may keep such garbage and refuse as shall necessarily accumulate from the last garbage and rubbish collection provided any such garbage is kept in sanitary containers which shall be subject to regulation by the Association, which containers and refuse, except on the day scheduled for garbage and rubbish collection, shall be kept from public view.

As used in this Section, "waste material" shall mean any material which has been discarded or abandoned or any material no longer in use; and without limiting the generality of the foregoing, shall include junk, waste boxes, cartons, plastic or wood scraps or shavings, waste paper and paper products and other combustible materials or substances no longer in use, or if unused, those discarded or abandoned; metal or ceramic scraps or pieces of all types, glass or other non-combustible materials or substances no longer in use, or if unused, those discarded or abandoned; and machinery, appliances or equipment or parts thereof no longer in use, or if unused, those discarded or abandoned.

As used in this Section, "junk" shall mean abandoned, inoperable, partially dismantled or wrecked vehicles of any kind, whether motor vehicle, automobile, motorcycle, emergency vehicle, school buss, bicycle, commercial tractor, agricultural tractor, house trailer, truck, bus, trailer, semitrailer, pole trailer, railroad train, railroad car, street car or trackless trolley, aircraft, lighter-than-air-craft, watercraft or any other form of device for the transportation of persons or property; and without limiting the generality of the foregoing, with respect to any automobile or other transportation device of any kind the operation of which requires issuance of a license by the United States Government or any agency thereof or by the State of Ohio or any agency or political subdivision thereof, any such automobile or other transportation device shall be deemed

to be junk unless a current valid license has been issued for the operation of such automobile or other transportation device and (if required by law) is displayed upon such automobile or other transportation device.

SECTION 15. Mowing.

The Owner of each Lot shall mow or cause to be mowed all grass or other vegetation thereon, except decorative landscaping, ground cover and garden plants, to a height not exceeding four inches.

SECTION 16. Sight Distance at Intersections.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points fifteen (15) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection for the street property lines extended. The same sight-line limitation shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

SECTION 17. Land Near Parks and Water Courses.

No building shall be placed nor shall any material or refuse be placed or stored on any Lot within twenty (20) feet of the Property Line or any park or edge of any open water course, except that clean fill may be placed near provided that the natural water course is not altered or blocked by such fill.

SECTION 18. Exterior Maintenance.

The Owner of each Lot shall provide reasonable exterior maintenance upon each such Lot or Living Unit as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, drains, catch basins, sewers, traps, driveways, walks and all other exterior improvements. The Owner (builder or consumer/resident) of any Lot shall have the front yard seeded within thirty (30) days of issuance of an occupancy permit. For corner Lots or Living Units, the front and side lots shall be seeded. When an occupancy permit is issued between October 1 and March 15, seeding must be performed by April 15.

SECTION 19. Easements.

Easements for installation and maintenance of utilities and drainage facilities are reserved in favor of the Developer until the expiration of the Development Period, and thereafter in favor of the Association, over the rear ten (10) feet of each Lot within the Properties. Within these easements, no structure, planting or other material

shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels or which may obstruct or retard the flow of water through Drainage channels. The Easement Area of each Lot and all improvements therein shall be maintained continuously by the Owner thereof except for those improvements therein for which a public authority or public utility is responsible. The Developer, until the expiration of the Development Period, and thereafter, the Association shall be empowered to assign such easements to the municipality or to the appropriate public authorities or public utilities. Such easements shall entitle the holder thereof to enter upon and across each Lot at any place as required in order to make any such installation or maintenance within the easement.

SECTION 20. Storm Water Detention Areas.

Storm water detention basins shall not be used by any person for fishing, swimming, diving, boating, or for any other recreational or other purpose.

SECTION 21. Correction by Association of Breach of Covenant.

If the Board of Trustees of the Association (or the Developer, during the Development Period), after giving reasonable notice to the Owner of the involved Lot, including builders construction homes in the Subdivision, and giving reasonable opportunity for such Owner to be heard, determines by the affirmative vote of three-fourths (3/4) of the authorized number of Trustees that a breach of any protective covenant has occurred and that it is necessary in order to prevent material deterioration of neighborhood property values that the Association correct such breach, then after giving such Owner notice of such determination by certified mail, the Association, through its duly authorized agents or employees, may enter upon the Lot and correct such breach of covenant by reasonable means. The cost of such correction of a breach of covenant shall be assessed against the Lot, upon which such corrective work is done, and shall become a lien upon such Lot, and the obligation of the Owner thereof, and immediately due and payable, in all respects as provided in Article V hereof.

Any Owner of a Lot affected by such a determination of the Trustees to correct a breach of covenant pursuant to this Section 16 may, within ten (10) days after the date of the mailing of the certified mail notice of such determination, appeal such determination to the membership by sending a Notice of Appeal to the President or Secretary of the Association by registered or certified mail at the address of such officer as it appears on the records of the Association at the time of such mailing. No action shall be taken or authorized by the Association pursuant to any such determination until after ten (10) days have elapsed from the date the certified mail notice to the Owner involved was mailed, and, if Notice of Appeal has not been received by the President or Secretary (or other officer in the absence of the President or Secretary) within such ten (10) day period, then the Association may take or authorize the taking of action pursuant to such determination; but if within such period such Notice of Appeal has been received, or if after such period but before the taking of such action a Notice of Appeal is received which has been mailed within such ten (10) day period, then no action shall be taken.

pursuant to such determination until such determination has been confirmed by a meeting of the Members of the affirmative vote of Members entitled to exercise a majority of the voting power of the Association, and if there be more than one class of membership, then by the affirmative vote of Members entitled to exercise a majority of the voting power of each class of membership, provided that written notice shall be given to all members at least thirty (30) days in advance of the date of such meeting, stating that such determination and Notice of Appeal will be considered at such meeting.

SECTION 22. Additional Remedies for Breach of Covenant and Restrictions.

In addition, for each day of any violation for any of the covenants hereinafter the expiration of ten (10) days written notice to the Owner of such alleged violation, there shall be due and payable by the Owner a fine of Fifty Dollars (\$50.00) and such fine shall be subject to collection and secured in the same manner as assessments not paid by the Owner under Article V hereof.

ARTICLE VII THE CAMELOT ESTATES SWIM CLUB, INC.

SECTION 1. Formation of Association.

Developer has organized an Ohio non-profit corporation under the name of The Camelot Estates Swim Club, Inc. (referred to herein as the "Club"), which will be the owner of the Recreational Area and the Recreation Facilities located thereon. The Club will be organized for the use and benefit of the owner-occupants and residents of Camelot Estates Subdivisions who are members of the club as set forth below.

SECTION 2. Description of Recreational Facilities.

Developer hereby reserves, for itself, for builders purchasing lots from Developer, and for the benefit of all Owners and the Club, that portion of the land identified in "Exhibit B" to this Declaration, shown as Sublot Insert, including the right of access to and from the Recreational Area to install, use, maintain, repair and replace storm and sanitary sewers, natural creeks, grading, utilities, sprinkler systems, landscaping, recreational facilities, recreational equipment, pathways or any other similar or related items serving or located within the Club area.

SECTION 3. Automatic Membership.

With the exception of (1) the Developer, (2) any builders purchasing lots from the Developer for resale and the owners of Sublots 10, 13, 14, 20, 36 and 42 in Camelot Estates Subdivision No. 1, every owner in the Camelot Estates Subdivisions shall automatically become a member of the Club when such person or entity acquires title to the Improved Sublot. Membership for Owners of the separate Sublots identified above in this paragraph, who acquired title prior to the recordation of the Second Amended Declaration of Covenants and Restrictions recorded at Document No. 469556, Film No. 1215 of Lorain County Records, shall be voluntary. No Owner of a Sublot shall

become a Club member or responsible for payment of Club Dues and/or Assessments until such time as a residential dwelling has been constructed on such Sublot, a certificate of occupancy has been issued therefor by the City of Avon.

SECTION 4. Voting.

Each member of the Club shall be entitled to vote for the election of trustees of the Club, in accordance with and subject to the By-Laws of the Club; provided, however, during the development period, the Developer reserves the right to elect a majority of the Members of the Board of Trustees (who may or may not be Club members), as provided in the Articles of Incorporation of the Club.

SECTION 5. Right to Use of Facilities.

Membership in the club shall automatically grant to resident members, or their tenants, and their immediate families, other occupants permanently residing with them and permitted guests, the right to use the Club in common with the other resident members of the Club, subject to and in accordance with the rules and regulations from time to time adopted by the Board of Trustees of the Club; and each member shall pay the Dues and Assessments in the manner hereinafter set forth and as set forth in the Articles of Incorporation of the Club.

SECTION 6. Exemption for Developer and Builders.

The Developer and any builder purchasing lots from the Developer for resale shall be exempt from Club Dues and assessments. This exception shall not apply to the Developer nor to any builder purchasing lots from the Developer when the Developer or builder retains lots improved with a residence and same are rented or leased to tenants of the Developer or builder.

SECTION 7. Exemption from Membership.

Except as otherwise provided herein, no Owner may be exempted or excused from membership in the Club and/or from the payment of the Dues and Assessments due to the Club by virtue of such person's non-use of the Recreational Facilities owned by the Club, or for any other reason.

SECTION 8. Maintenance and Operation.

No Owner shall have the right or obligation to care for or to maintain the Swim Club. The right and obligation of care and maintenance of the Swim Club is that of Camelot Estates Swim Club, Inc., exclusively.

SECTION 9. Major Repair or Replacement.

The cost of any major repair or replacement of a Facility owned by the Club, or an expansion of the Club Facilities, and the cost of any shortfalls in the operating

budget of the Club, shall be paid by an Assessment to the members of the Club. The amount of the Assessment shall be computed and determined by the Board of Trustees of the Club; and each member of the Club shall be assessed his or her proportionate share, based upon the total number of owners at that time comprising Club membership.

SECTION 10. Ownership of Recreational Area.

The Club shall be the sole absolute and unconditional owner of the Club Area, as well as the sole and unconditional owner of the improvements located thereon. The Developer and builders purchasing homes from Developer for resale shall have no right or economic interest in and to the club and/or its Facilities and/or to the use or enjoyment thereof except as set forth herein, and all of the same are hereby reserved, on a non-exclusive basis, for all of the owner-occupants and residents of Camelot Estates Subdivisions who are Club members and their immediate families and other occupants residing with them and permitted guests.

SECTION 11. Lien of Association.

The Owner of each Lot in the Camelot Estates Subdivisions (except the Developer and builders purchasing lots from the Developer for resale), by the acceptance of a Deed to an Improved Sublot and the acceptance of ownership thereof after the recordation of this Amended Declaration, covenants and agrees with the Club and all of the members of the Club that the owner shall pay, as and when due, the full amount of all Dues and Assessments due to the Club; and if the same are not paid, the same shall constitute a lien against the Sublot, and such Sublot may not be transferred, sold or assigned unless and until the amount of all Dues and Assessments due to the Club attributable to the Sublot have been paid in full. As provided in the Club By-Laws, if the annual Dues or a special Assessment, or installment of a special Assessment, are not paid within thirty (30) days after the due date at the rate of ten percent (10%) per annum, and the Club may, after such thirty (30) day period, bring an action at law against the Association and (additionally or alternatively) may foreclose the lien against the Sublot; and in the event a judgment is obtained, such judgment shall include interest on the delinquent amount as above provided, together with the costs of the action. The Club may file in the office of the County Recorder a notice of lien to evidence any delinquent Dues or Assessments, but the Club shall not be under any duty to file such notice of lien, and its failure or omission to do so shall not in any way impair or affect the Club's lien and other rights in and against the Association, against the Sublot and against the Sublot owner responsible for such payment.

SECTION 12. Payment of Dues and Assessments.

The Dues and Assessments shall be due and payable as, when and in amount determined by the Board of Trustees of the Club. As a convenience to members of the Club, the Club may, by agreement with the Camelot Estates Homeowners' Association of Avon, Inc., bill the Association for the amount of the Dues and Assessments, which shall be collected by the Association from all of the owners, as provided in Article V. Such Dues and Assessments shall be separately set forth in any

statement by the Association. All amounts collected by the Association for and on behalf of the Club shall be promptly remitted by the Association to the Club. The Club shall have the right at all times to bill each member directly if the Board of Trustees of the Club elects to undertake the same; and in that event all billings from the Club shall be paid by the members upon the receipt thereof.

ARTICLE VIII

DURATION, WAIVER AND MODIFICATION

SECTION 1. Duration and Provision for Periodic Modification.

The covenants and restrictions of this Declaration and any Supplemental Declaration shall run with the land and shall inure to the benefit of and be enforceable by and against the Association, the Developer and any other Owner and their respective legal representatives, heirs, devisees, successors and assigns until December 31, 2048, after which time, said covenants and restrictions shall be automatically renewed for successive periods of five (5) years each unless modified or canceled, effective on the last day of the then current term or renewal term, at a meeting of the members by the affirmative vote of Members entitled to exercise three-fourths (3/4) of the voting power of the Association, provided that such meeting shall be held at least one (1) year in advance of such effective date, and written notice of such meeting shall be given to each Member at least sixty (60) days in advance of the date of such meeting, stating that such modification or cancellation will be considered at such meeting. Promptly following the meeting at which such modification or cancellation is enacted, the President and Secretary of the Association will execute and record an instrument reciting such modification or cancellation.

SECTION 2. Modification by Developer.

Until the expiration of the Development Period, or when the total votes outstanding in the Class A membership of the Association equal the total votes outstanding in the Class B membership as provided in Article III, Section 2 hereof, whichever event first occurs, the Developer shall be entitled to modify any of the provisions either generally or with respect to particular properties if in the judgment of the Developer, the purposes of the general plan of development will be better served by such modification or waiver; provided that the Developer may not, pursuant to this Section, increase the maximum annual assessment for years beginning prior to January 1, 2000. Promptly following any modification of the covenants and restrictions for this Declaration adopted by the Developer, pursuant to this Section, the Developer shall execute and record an instrument reciting such modification. The Developer shall have the right to assign its rights hereunder.

SECTION 3. Other Modifications.

The covenants and restrictions of this Declaration may be modified effective on the ninetieth (90th) day following a meeting of the Members held for such

purposes by the affirmative vote of Members in attendance at such meeting entitled to exercise seventy-five percent (75%) of the voting power of the Association provided that written notice shall be given to every Member at least sixty (60) days in advance of the date of such meeting stating that such modification will be considered at such meeting. Promptly following the meeting at which such modification or cancellation is enacted, the President and Secretary of the Association shall execute and record an instrument reciting such modification or cancellation.

SECTION 4. Duration of Common Properties Obligations.

Notwithstanding anything in these covenants and Restrictions to the contrary, the duties and obligations of either the Developer or Association, as they relate to the Common Properties and the authority to enforce these duties and obligations shall be of unlimited duration, shall be non-modifiable and shall be non-waiverable without the prior written consent of the City.

ARTICLE IX

GENERAL PROVISIONS

SECTION 1. Notices.

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last-known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

SECTION 2. Enforcement.

Enforcement of the covenants and restrictions of this Declaration or any supplemental declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or both, and against the land to enforce any lien created by the restrictions and covenants of this Declaration, and failure by the association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 3. Service Provided by Association.

The Association, in addition to its performance of the functions and responsibilities hereinabove provided for it, may but shall not be required to, provide other services determined by the Trustees to be of general benefit or utility to the Owners of the Properties, including, without limitation, the services of refuse collection and disposal in lieu of or supplementary to municipal refuse collection and disposal, and the expense of any such service or services shall be met by the levy of assessments as provided herein.

SECTION 4. Perpetuities and Restraint on Alienation.

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 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 survivor of the now living descendants of David S. DiBenedetto.

WITNESS

Grace Lawson
Grace Lawson

Rose Simon
Rose Simon

Grace Lawson
Grace Lawson

Rose Simon
Rose Simon

HUNTINGTON WOODS BUILDING CO.

by: David S. DiBenedetto
David S. DiBenedetto, President

ALAN F. SCOTT, INC.

by: Alan F. Scott
Alan F. Scott

STATE OF OHIO)
)SS
Cuyahoga COUNTY)

Before me, a Notary Public in and for said State personally appeared the above-named Huntington Woods Building Company by David S. DiBenedetto, its President and Alan F. Scott, Inc. by Alan F. Scott, its President, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

In Testimony Whereof, I have hereunto set my hand and official seal at North Olmsted, Ohio, this 5th day of September, 2001.

Grace Lawson
Notary Public
GRACE LAWSON
Notary Public, State of Ohio
My Commission Expires October 16, 2001
Recorded in Cuyahoga County

This instrument prepared by:
RUSSELL T. McLAUGHLIN
Baumgartner & O'Toole
2217 Wisteria Way, P. O. Box 420
Avon, Ohio 44011

EXHIBIT A

CAMELOT SUBDIVISION NO. 1

SITUATED IN THE CITY OF AVON, COUNTY OF LORAIN AND STATE OF OHIO AND KNOWN AS BEING SUBLOT NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, AND 45, AS SHOWN BY THE RECORDED PLAT IN VOLUME 55 OF MAPS, PAGES 9 THRU 11;

CAMELOT SUBDIVISION NO. 2

SITUATED IN THE CITY OF AVON, COUNTY OF LORAIN AND STATE OF OHIO AND KNOWN AS BEING SUBLOT NOS. 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, AND 73, AS SHOWN BY THE RECORDED PLAT IN VOLUME 57 OF MAPS, PAGES 41 THRU 43;

CAMELOT SUBDIVISION NO. 3

SITUATED IN THE CITY OF AVON, COUNTY OF LORAIN AND STATE OF OHIO AND KNOWN AS BEING SUBLOT NOS. 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, AND 109, AS SHOWN BY THE RECORDED PLAT IN VOLUME 59 OF MAPS, PAGES 2 AND 3;

CAMELOT SUBDIVISION NO. 4

SITUATED IN THE CITY OF AVON, COUNTY OF LORAIN AND STATE OF OHIO AND KNOWN AS BEING SUBLOT NOS. 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137 AND 138 AS SHOWN BY THE RECORDED PLAT IN VOLUME 62 OF MAPS, PAGES 53 THRU 55;

EXHIBIT A

CAMELOT SUBDIVISION NO. 5

SITUATED IN THE CITY OF AVON, COUNTY OF LORAIN AND STATE OF OHIO AND KNOWN AS BEING SUBLOT NOS. 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166 AND 167, AS SHOWN BY THE RECORDED PLAT IN VOLUME 65 OF MAPS, PAGES 59 THRU 61;

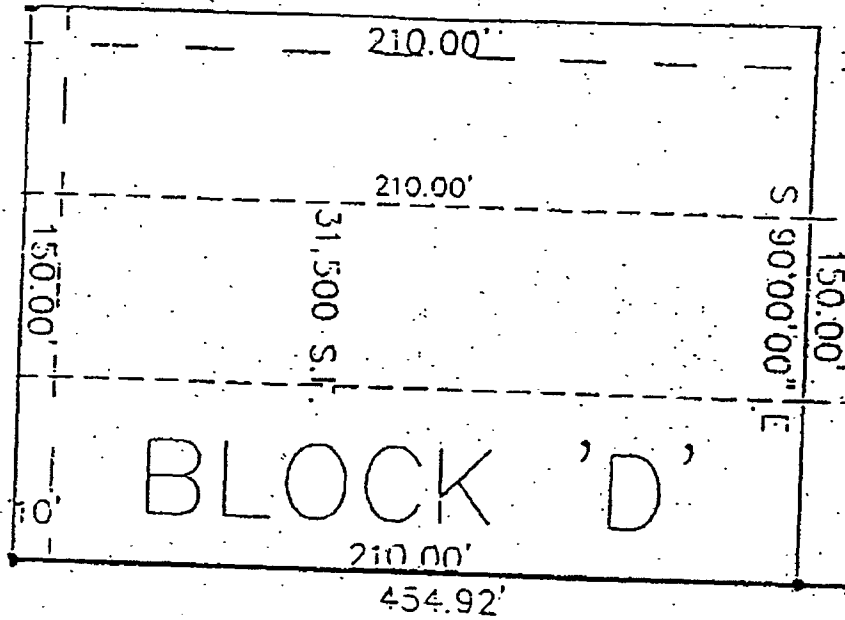
CAMELOT SUBDIVISION NO. 6

SITUATED IN THE CITY OF AVON, COUNTY OF LORAIN AND STATE OF OHIO AND KNOWN AS BEING SUBLOT NOS. 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196 AND 197 AS SHOWN BY THE RECORDED PLAT IN VOLUME 68 OF MAPS, PAGES 41 AND 42.

EXHIBIT B

SECRETARIAT CT.

CAMELOT SUBDIVISION NO. 3



MARY ANN JAMISON
LORAIN COUNTY
RECORDER

2001 SEP 12 P 2:43

RECEIVED FOR RECORD

STATE OF OHIO (SSI, JUDITH M. NEDWICK, COUNTY RECORDER OF LORAIN, OHIO IN WHOSE COUNTY OF LORAIN) CUSTODY THE RECORDS OF SAID COUNTY ARE KEPT, SO HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF INSTRUMENT NUMBER: 776794 OF SAID COUNTY Lorain

IN TESTIMONY WHEREOF, I HAVE HEREINTO TO SUBSCRIBE MY NAME AND AFFIXED MY OFFICIAL SEAL IN THE CITY OF ELYRIA, OHIO THIS 18th DAY OF November 2003

29

JUDITH M. NEDWICK LORAIN COUNTY RECORDER
BY DEPUTY RECORDER

Pamela R Jenow

*8/11/03
for
Earl midland title - Accom.
OP per Feb*