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*Ref. Plat 28 pg 220*

VOL. 1313 PAGE 552

PAGES (INCLUDING COVER PAGE) 28

FEES 11400

MEDINA COUNTY RECORDER

NANCY L. ABBOTT

(DO NOT REMOVE THIS COVER SHEET. THIS IS THE FIRST PAGE OF THIS DOCUMENT.)

OR 1313 PG 552

DECLARATION OF EMERALD LAKES SUBDIVISION,  
RESTRICTIONS AND PROTECTIVE COVENANTS

PART A: PREAMBLE

WHEREAS, MONTVILLE L.L.C., a Limited Liability Company (hereinafter sometimes referred to as "Developer"), desires to impose certain restrictions, rights, limitations, agreements, covenants and conditions upon the premises described on Exhibit A hereto located in the Township of Montville, County of Medina, and State of Ohio; and

WHEREAS, Developer desires to establish a general plan for the use, occupancy and enjoyment of the premises to which this applies and for the maintenance of any common area therein (as hereinafter defined), which Developer may designate for the benefit of all owners and occupants, and, in connection therewith, to subject the premises described in Exhibit A to the restrictions, covenants, charges, liens, and obligations hereinafter set forth; and

NOW THEREFORE, Developer shall and does hereby declare that for the benefit of present and future owners, the premises described on Exhibit A are and shall be held, used, occupied, transferred, sold and conveyed subject to the following restrictions, reservations, conditions, easements, and covenants, which shall run with the land.

PART B: DEFINITIONS

(1) The "Common Area," "Common Areas," "Common Open Space," or "Green Space" shall be those portions of the Property designated for ownership by the Association for the common use and enjoyment of the members of the Association. That portion of the Property which shall be established as Common Area, Common Areas, Common Open Space, or Green Space is shown as "Block Area" on the Plat for Emerald Lakes Subdivision, filed at Medina County Plat Vol. 28, Page 220 (hereinafter the "Recorded Plat"), and is more fully described therein..

(2) "Association", Emerald Lakes Homeowners' Association, an Ohio non-profit corporation, its successors and assigns, created to govern, operate, control, and administer Emerald Lakes, including, without limitation, the Common Areas, and to supervise and enforce the Covenants and Restrictions.

(3) "Board", the Board of Trustees of the Association.

(4) "Emerald Lakes", the residential community to be developed by the Declarant as described in this Declaration.

(5) "Township", the Township of Montville, Ohio, organized and existing under the laws of the State of Ohio.

(6) "Declarant", Montville LLC., an Ohio Limited Liability Company, and its successors and assigns. No Person shall be deemed to be a successor or assign of the original Declarant for the purposes of this Declaration unless such Person has been specifically so designated by Declarant, by instrument in writing and placed of record.

(7) "Declaration", this Declaration of Easements, Covenants and Restrictions.

(8) "Home", a building or a part of a building providing separate and complete living, cooking, sleeping, bathing, and toilet facilities for one family.

(9) "Lot", any subplot shown on the Recorded Plat for Emerald Lakes Subdivision (as the same may be amended or modified) upon which a single-family detached Home is intended to be constructed and which is treated by the Auditor of Medina County, Ohio, as a separate tax parcel for the purposes of assessing real property taxes.

(10) "Property", the land and the lots shown on the Recorded Plat for Emerald Lakes Subdivision constituting Emerald Lakes in its entirety, as the same may from time to time be amended.

(11) "Residence", a constructed Home located within Emerald Lakes.

(12) "Rules", such rules and regulations to govern the operation and use of the Homes, the Common Areas and any other Property owned by the Association as may be adopted from time to time by the Board to implement and carry out the provisions and intent of this Declaration.

(13) The other terms used in this Declaration, when also defined under Article II of the Bylaws attached hereto as Exhibit B, shall have the same meaning as in the Bylaws.

#### PART C: GENERAL PROVISIONS

The following are General Provisions applicable to all real estate covered by this Declaration:

(1) The premises described in Exhibit A are owned by Developer. Each lot owner and Developer, by the act of becoming such, shall be deemed to have acknowledged and agreed that the premises described in Exhibit A and any additions thereto as may hereafter be made pursuant to the terms hereof shall be subject to this Declaration.

(2) This Declaration, the Articles of Incorporation of Emerald Lakes Homeowners Association and the Bylaws, when adopted and recorded, shall constitute covenants running with the land inuring to the benefit of and binding upon the premises described in Exhibit A, all lots and other property shown on the plats of the Subdivision; all present and future owners of any lot

or portion thereof; the Developer; and the Emerald Lakes Subdivision Homeowners Association, and his, her, its and their heirs, executors, administrators, successors and assigns, and each of the foregoing benefitted and bound persons shall have the right to enforce this Declaration, the provisions of the plats, and such articles of incorporation and bylaws, at law or in equity.

(3) The Common Area shown on the Recorded Plat, including all entrances and pathways thereto via an entrance or pathway running from a Subdivision street to the Common Area or from another part of the Common Area to the Common Area, shall not be for the benefit of the public but for the exclusive use and benefit of the Members (and their guests). When a total of ninety percent (90%) of the lots to be built upon all phases of the Subdivision (Phase I, Phase II, Phase III, and Phase IV) have had homes or dwellings built upon them and have been transferred from the building contractor (its successors and assigns) which purchased the lots from Developer to an owner, and by the 31st. day of December, 1999 at the latest, the Association will be turned over to the owners and the Common Area (if not previously so conveyed, Developer may turn over the Association and convey the Common Area earlier in its sole discretion) will be conveyed to the Association.

No less than thirty five (35) percent of the total recorded site area for the Emerald Lakes Subdivision (as shown on the Recorded Plat for Emerald Lakes Subdivision) shall be devoted to Green Space, except that this thirty-five percent shall be "less" or reduced by all existing and proposed public and private streets, existing and proposed public and private right-of-ways and highway easements. For purposes of computing the Green Space requirements and complying with the Green Space requirements for the Montville Township Zoning Code, permanent bodies of water shall be credited at 100% so long as said bodies of water are indicated on the most recently applicable and published in the United States Geological Survey Maps. The stormwater detention/retention areas shall receive full credit towards the Green Space requirements of this Declaration and/or the Green Space requirements of the Township of Montville so long as, in addition to stormwater retention, said areas are designed and improved for an appropriate use as described in the Green Space requirements of this Declaration and/or the Green Space requirements of the Township of Montville.

Green Space as defined herein shall be contiguous, unified large blocks of land with fifty percent (50%) to be a block of land with dimensions where the length is no more than four (4) times the width. Links between large sections of Green Space areas may be created to provide pedestrian access to the large Green Space section within the Emerald Lakes Subdivision Development. Such links shall be no less than fifteen (15) feet in width and shall be credited as Green Space.

The Green Space established under this Declaration is primarily for the use of the residents of the Emerald Lakes Subdivision and consists of a mix of the following two types of uses:

- (a) active recreational use such as, but not limited to play fields, picnic areas, multipurpose trails, walking areas and the like;

(b) preserved land consisting of open clear areas, woodlands, natural areas, wildlife habitat, wetlands, waterways and ponds.

(4) Developer may amend this Declaration or the Bylaws of the Association, without effecting substantial changes, until turnover of the Association to the owners and may grant easements over the Common Area until the 31st day of December, 1999.

(5) The Township of Montville shall have the right of entrance to any Common Area for emergency purposes.

(6) The covenants, restrictions, reservations, easements, and conditions herein set forth shall continue in full force and effect for a period of 25 years beginning January 1, 1998, and after this 25-year period, this Declaration shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then-owners of the lots in the Subdivision (Phase I, Phase II, Phase III, and Phase IV) has been recorded, agreeing to change said covenants in whole or in part. No covenant, restriction, reservation, easement or condition set forth herein may be changed or amended unless in conformance with Montville Township Zoning Code applicable to Emerald Lake Subdivision.

(7) Each and every of the covenants, restrictions, reservations, conditions, and easements contained herein shall be considered to be independent and separate covenants and agreements, and in the event any one of them shall for any reason be held to be invalid or unenforceable all remaining covenants, restrictions, reservations, conditions, and easements shall nevertheless remain in full force and effect.

#### PART D: THE EMERALD LAKES SUBDIVISION HOMEOWNERS ASSOCIATION

(1) Developer will establish the Emerald Lakes Subdivision Homeowners Association. It shall be a nonprofit Corporation organized under the laws of the State of Ohio, and Developer will establish its initial Bylaws and Board of Trustees.

It is mandatory that each owner, upon becoming such, shall automatically become and be a Member of the Association.

(2) The principal purpose of the Homeowners Association is to maintain, keep up, preserve, administer, and, to the extent the Association chooses, improve the Common Area, to the end that each lot shall have access to such parts of the Common Area as are accessible either directly from that lot or via an entrance or pathway running from a Subdivision street to the Common Area or from another part of the Common Area to the Common Area and to the end that each lot shall have equal obligations relative to all the Common Area. Each part of the Common Area is to receive equitable treatment by the Association. The Association shall also maintain, keep up, and preserve any signs and fences at or near the primary entrances to the Subdivision designated as permanent at any time by Developer. To accomplish these purposes, the Association shall impose assessments against and collect the same from each lot on which a

dwelling has been built (except lots with dwellings owned by Developer or the building contractor to which Developer sold the lots):

- (a) To create a continuing fund adequate in amount to pay the operating expenses and all other obligations relative to the Common Area, including but not limited to insurance, taxes and assessments incidental to the ownership of the Common Area.
- (b) To do and accomplish all other acts and things necessary for the general good and welfare of the Association and its Members and to meet the obligations of the Association.

(3) The maximum annual assessment for each lot shall be \$250.00 per year for each lot with a 40 foot setback and \$100.00 per year for each lot with a 50 foot setback, which shall be assessed and shall be due and payable in advance each year on or before January 1 of each calendar year. The annual assessment shall be prorated on a monthly basis to the first day of the month following the month in which a lot is transferred. This annual assessment may be increased only by a vote of 75% of the lot owners. Developer shall pay no assessments on any lots.

(4) In the conduct of all affairs of the Association, the number of votes shall be one vote per lot, except for lots owned by Developer, which shall be entitled to five votes per lot. To the extent that there is any inconsistency between the above-stated voting strength and the voting strength stated in paragraph 3.07 of the Bylaws, the above-stated voting strength of five lots per lot shall govern.

#### PART E: CONCERNING THE COMMON AREA

(1) After the Developer deeds it to the Association, the Common Area shall at all times be owned by the Association, in fee simple, free and clear of all liens and encumbrances.

(2) The Association shall maintain the Common Areas and Green Space and all facilities; if any, located thereon in a clear, safe, healthy and workable condition, and in good repair as follows:

- (i) The Association shall maintain the Common Areas and all facilities, if any, located thereon in a clean, safe, neat, healthy and workable condition, and in good repair, and shall promptly make all necessary repairs and replacements, structural and non-structural, ordinary as well as extraordinary, subject only to the provisions of this Declaration. The Association shall also maintain any areas of the Common Areas dedicated

for public use which benefit Emerald Lakes and are not adequately maintained by the Township or County.

- (ii) The Association shall maintain and care for the landscaping located within the entrance right of way of the Property or within the Common Area and other related facilities such as walkways, benches and sprinkler systems, if any, situated at or in the vicinity of the entrance to the Property or landscaping which is upon a Lot but the board determines to be partially for the benefit of the Association, if any, including, without limitation, the watering, cutting and trimming of grass, trees, bushes, shrubbery and other vegetation. The Association shall maintain and care for such areas notwithstanding that the same has been dedicated to the public.
- (iii) The Association shall maintain all lakes on the Property which are part of the Common Areas and may negotiate with adjacent property owners with respect to such maintenance.
- (iv) In case of damage or destruction to any of the facilities located on any Common Area, the Association shall promptly restore such facilities to a condition at least equal to the condition in which they existed prior to the damage or destruction unless the cost of such repair or restoration is fifty percent (50%) or more of the replacement value thereof, and the loss is not covered by insurance. If the Declarant is no longer a Member of the Association and sixty-six and two thirds percent (66-2/3%) of the Board affirmatively vote not to rebuild or restore such damaged facilities, such facilities need not be replaced. All work performed by the Association under this Article shall be performed in a good and workmanlike manner.

(3) The sale or consumption of alcoholic beverages, including but not limited to beer, wine and spirits, in the Common Area is prohibited.

(4) Ownership of each lot shall carry with it a right to and an easement for use and enjoyment in and to such parts of the Common Area as are accessible either directly from that lot or via an entrance or pathway running from a Subdivision street to the Common Area or from another part of the Common Area to the Common Area. This right and easement shall pass with the title to every lot, subject to the easement rights granted and reserved by the provisions contained in the plats, if any. The owner or owners of any lot may delegate the right to the use and enjoyment of the Common Area and facilities thereon to the members of such owner's family (and their guests) and to those other individuals who reside in the residence on the lot.

(5) To the extent now or hereafter permitted by law, any due and unpaid assessments shall also constitute a lien against such lot in default of payment of such assessments. If any owner shall fail to pay any assessment to the Association within 30 days from the date it is due,

such amount shall bear interest at a 10% rate beginning at the expiration of such 30-day period. The Association shall be entitled to collect from each such delinquent owner, all overdue assessments and all reasonable collection expenses, including but not limited to court costs and reasonable legal fees. In addition thereto, the Association shall have the right to enter upon any property and correct any violation of this Declaration as now existing or as hereafter may be amended. The Association shall assess the costs of all such corrections or repairs against such owner. Such expenses and costs shall be added to any other assessment and shall bear interest at a 10% interest rate beginning with the date of the assessment. All such assessments shall be chargeable as a lien against the lot, and the owner of the lot is obligated to pay the assessment and lien.

(6) Each lot on which a dwelling has been built shall bear the same assessment as is described hereinabove at Part D, Paragraph (3), except to the extent a lot has caused additional expenses as described in the preceding paragraph and except for lots owned by Developer, which lots shall not be assessed. No owner shall be exempt from liability for contribution to the expenses of the Common Area by waiver of the use or enjoyment of any of the Common Area.

(7) The Declarant shall deed to the Homeowner's Association the Common Areas and Green Space, and all other facilities relating to the Common Areas and Green Space, if any. The Homeowner's Association may not be dissolved. Nor shall it dispose of any common Areas or Green Space, or any facility relating thereto without having first established a successor entity to take over said property pursuant to the terms of this Declaration and further pursuant to the Montville Township Zoning Code.

(8) In the event the Emerald Lakes Subdivision is improved in phases, the Green Space percentage contained in each phase shall be proportional to the percentage of the total allowable dwelling units contained in that phase. The following computation shall be used to calculate the percentage of Green Space to be platted in each phase: Total number of dwelling units in the phase divided by the total number of dwelling units permitted in the development times 100 equals the percentage of entire required Green Space to be developed in that phase.

#### PART F: EASEMENTS:

(1) Easements for storm sewerage purposes and drainage and any other utilities, including in the Common Area, as shall be reflected on the plats.

(2) Developer and the Association, as successor, hereby reserve the right to amend the plats and to grant further rights and easements within, upon, over, under, and across the Common Area for the benefit of the owners or Developer.

(3) The Township of Montville and all other appropriate governmental bodies are hereby granted the right of entrance to the Common Areas and Green Space and all facilities relating thereto for emergency purposes or in the event of non-performance or failure to maintain improvements affecting the public interest. The Township or any appropriate governmental

body shall have the right, after proper notice, to make improvements and perform maintenance functions with the cost levied as a lien against the association and the property of the association members. Advance notice is not necessary for emergency entrance onto such Common Areas and Green Space and other facilities related thereto.

## PART G: RESIDENTIAL AREA COVENANTS

### Land Use and Building Type

No lot shall be used except for residential purposes unless otherwise specified herein by specific exception. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage having not more than three garage doors facing the street.

No building shall be erected, placed, or altered on any lot until the constructions plans and specifications and a plan showing the location of the structure have been approved by Developer or, once the Association has been turned over to the owners by Developer, by the Association, as to compliance with restrictions herein, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line unless similarly approved. All lots directly facing or abutting any of the lakes in the subdivision ("Lake Lots") may not fence or "fence in" the back yard. All lots with a 40 foot setback line may not fence or "fence in" the back yard, except that such 40 foot setback lots ( so long as they are not Lake Lots) may have a privacy fence around a back yard patio or enclosure, which fence may extend no more than 20 feet from the back of the houseline. Any such fence shall be white vinyl or wood, painted white. No cyclone fences shall be placed on any lot subject to this Declaration.

### Dwelling Cost, Quality and Size

For the dwellings with a 40 foot setback line, the living area of each dwelling, exclusive of open porches, garages and basements, shall be in accordance with Montville Township requirements and further shall not be:

- Less than 1400 square feet for one story dwellings with no basements;
- Less than 1200 square feet for one story dwellings with basements;
- Less than 1400 square feet for multi-story dwellings with at least 1000 square feet of such space comprising the first floor of the dwelling;
- Less than 1600 square feet for split level dwellings.

For the dwellings with a 50 foot setback line, the living area of each dwelling, exclusive of open porches, garages and basements, shall be in accordance with Montville Township requirements and further shall not be:

Less than 1800 square feet for a one story dwelling;  
Less than 2000 square feet for all other dwellings, including multi-story and split-level dwellings;

### Set-Back

For the dwellings in the area of the subdivision known as Nautica Bay, no building shall be located on any lot nearer to the front line than 40 feet unless set-back lines are established at a different level by the Township of Montville. For all other Dwellings at the Emerald Lakes Subdivision, no building shall be located on any lot nearer to the front line than 50 feet unless set-back lines are established at a different level by the Township of Montville. No building shall be located on any lot except in compliance with the zoning laws of Montville Township.

### Nuisances

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This provision is intended, among other things, to preclude regular parking of commercial or industrial vehicles or trailers. All recreational vehicles and trailers must be parked behind the front set-back lines.

### Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

### Signs

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

### Sheds, Mailboxes, and Lampposts

Storage sheds or barns are not permitted unless approved by Developer or, once the Association is turned over to the owners, by the Homeowners Association as to size, appearance and location, and consent to placement and erection is granted by owners of all abutting and adjacent lots in the subdivision. All mailboxes must be in a size, style, and color approved by the developer or its successors in interest. Each parcel must have a lamppost in a size, style, and color approved by or supplied by the developer or its successors in interest. All mailboxes and lampposts must be maintained in good repair.

### Driveway Approaches

All driveway approaches between street paving and sidewalk shall be paved to specifications of the Medina County Engineer; said paving shall be included in the dwelling specifications and shall be completed along with the dwelling construction on each lot or completed when street is paved.

### Plan Approval

Plans for any dwelling must be submitted to Developer and approval obtained BEFORE requesting a building permit. No plan will be approved which does not conform to design, lot contour, lot drainage, and finished grade elevation prescribed by Developer. Lot grades shall be uniformly established with adjoining lots allowing for natural drainage along rear or side lines whenever possible.

### Uses Other Than Housing

No parcel shall be used in whole or in part for any trade or business or in any way for any purpose which may endanger the health or unreasonably disturb the quiet of any holder of adjoining land. No spirituous, vinous or fermented liquors shall be manufactured or sold, either at wholesale or retail, upon any parcel. No animals or fowl, except dogs and cats, may be kept on said premises and only in such number and manner as an ordinary family usually keeps for its private use. Such animals shall not be permitted to run at large or become a nuisance. Pens or enclosures shall be so designed and located as to be inoffensive to owners of other parcels.

### Easements

The front 10 feet of all lots are reserved for installation, construction, maintenance and repair of electric, telephone, gas and utility lines, either on, above, or under said ground. Storm and sanitary sewer easements are reserved as indicated on the plat, and the Township of Montville, Ohio may enter all lots to install, construct, maintain, and repair said easement facilities. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat. Developer reserves and may grant utility easements necessary to serve said Allotment.

### Antennas

All radio, television and citizens band antennas shall not be exposed to view unless permitted by written permission of Developer or Homeowners Association.

### General Plan

Developer reserves the right to establish grades and slopes on the premises in the Allotment and to fix the grade at which any building or structure shall be hereafter erected or placed, so that the same may conform to a general plan wherein the established grade and slope of each lot, as the improvement thereon is completed, will correspond to the grade of the lots on either side, having due regard for natural contours and drainage of the land. No building shall be erected or altered on any lot until the construction plans have been approved by Developer as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finished grade elevation.

### Lot Owners Responsible

Lot owners and/or builders, contractors, or subcontractors employed by lot owners shall be responsible for damage they cause to culverts, ditches, manholes, underground utilities, paving, curbs, storm sewers, catch basins, and other improvements, and shall promptly repair said damage. They shall not enter upon any other lot without the permission of the owner, and they shall be held responsible for any damage they cause to the trees on neighboring lots. All building materials shall be confined to the building site. Building debris such as tree trimmings, stumps, landscaping or building wastes shall be cleaned up and removed weekly during building operations. Developer may designate locations within the Allotment where the dirt may be placed and at his option the dirt shall be delivered to these locations at no cost to Developer. Each lot owner shall bear responsibility for the damage caused by concrete transit trucks which serve his lot and which dump or wash out excess concrete at a location other than the lot being served.

### Private Streets

Certain of the streets in the subdivision will be private streets. The Declarant hereby acknowledges, for itself, its successors, its assigns, and any subsequent grantees whose premises may be located upon any private street in the subdivision, that such premises are located upon a non-dedicated right of way. Further, the Declarant hereby states, for itself, its successors, its assigns, and any subsequent grantees whose property may be located upon any private street or right of way in the subdivision, that it is understood that no government body is responsible for the care and maintenance of said private street or right of way.

### PART H: ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. If any persons shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate

any such covenant and either to prevent him or them from doing so, or to recover damages for such violation.

PART I: AMENDMENT

These restrictions may be amended or revised by a favorable 80% vote from the owners of lots shown on this plat on a basis of one vote per platted lot. The Declarant reserves the right to amend, change, cancel or add to any or all of the aforementioned provisions when it deems such course of action advisable.

THE UNDERSIGNED hereby acknowledge for and on behalf of Montville L.L.C, a Limited Liability Company, that he has read and fully understands this Declaration of Restrictions and,

IN WITNESS WHEREOF, the said Montville L.L.C , has executed this Declaration, this 27<sup>th</sup> day of MARCH, 1998, as its free act and deed and as the fully authorized act and deed of Montville L.L.C..

Witnesses:

MONTVILLE L.L.C.

John P. Malone Jr  
John P. Malone Jr

Brenda Lipina  
Brenda Lipina

John P. Malone Jr  
John P. Malone Jr

Brenda Lipina  
Brenda Lipina

BY:

[Signature]

BY:

Monty Beane Sr.

STATE OF OHIO )  
COUNTY OF MEDINA )ss.

Before me, a Notary Public in and for said County and State, personally appeared John P. Malone Jr, Monty Beane Sr., and Monty Beane Sr., who acknowledged that they signed the foregoing instrument and that the same is their free and voluntary act and deed as such officers, and the free act and deed of said Company.



IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at Medina, Ohio this 27<sup>th</sup> day of MARCH, 1998.

John P. Malone, Jr.

JOHN P. MALONE, JR., Attorney  
NOTARY PUBLIC - STATE OF OHIO  
His commission has no expiration date  
Section 147.63 B. C.

Prepared by: John P. Malone, Jr.,  
614 W. Superior Ave. #1150  
Cleveland, Oh 44113 (216) 861-5511

EXHIBIT A

LEGAL DESCRIPTION

Situated in the Township of Montville, County of Medina, and State of Ohio:  
And being a parcel of land known as Emerald Lakes Subdivision, Phase I, including  
Sublots Numbers 1 through 47 inclusive, and Block "A", and further known as being part  
of Montville Twp. Lot 63 and 70, and containing 31.0061 acres as shown on the plat  
recorded in Medina Plat Volume 28, Page 220

*Permanent Parcel #'s 30-11B-36-010 through 30-11B-36-025*

*AND*

*Permanent Parcel #'s 30-11B-31-016 through 30-11B-31-047*

BYLAWS  
OF  
EMERALD LAKES SUBDIVISION  
HOMEOWNERS ASSOCIATION

ARTICLE I: NAME AND LOCATION.

The name of the Association is EMERALD LAKES SUBDIVISION (the "Association"), a non-profit corporation created pursuant to the provisions of chapter 1702 of the Ohio Revised Code. The principal office of the Association shall be as set forth in its Articles of Incorporation (the "Articles"), and the place of meeting of Members and of the Board of Trustees (the "Board") of the Association shall be at such place in Medina County, Ohio as the Board may from time to time designate.

ARTICLE II: DEFINITIONS.

The following terms, wherever used in these Bylaws, shall have the meaning as set forth immediately following each term:

2.01 Articles

The term "Articles" shall mean the Articles of Incorporation of the Emerald Lakes Subdivision Homeowners Association as filed in the office of the Secretary of State of Ohio, together with any and all amendments thereto which may from time to time be similarly recorded.

2.02 Assessments

The term "Assessments" shall mean all insurance charges, maintenance charges, taxes, utility charges and rubbish removal charges, together with any and all other charges, costs, expenses, fees, fines, levies and penalties to be paid to the Association by the Owners in accordance with the terms and conditions set forth in the declaration.

2.03 Association

The term "Association" shall mean the Emerald Lakes Subdivision Homeowners Association, a nonprofit corporation formed pursuant to the laws of the State of Ohio.

#### 2.04 Board

The term "board" shall mean the Trustees duly elected by the Members of the Association, who sit as the association's Trustees in accordance with chapter 1702 of the Ohio Revised code.

#### 2.05 Bylaws

The term "Bylaws" shall mean the regulations for the government of the Association set forth herein, together with any and all amendments or modifications from time to time made hereto as adopted pursuant to Sections 1702.10 and 1702.11 of the Ohio Revised Code.

#### 2.06 Committee

The term "Committee" shall mean the Architectural Review Committee or similar board or committee which is charged under the Declaration with the power and authority to review and approve all plans, specifications and/or site and grading plans for the alteration, building, construction, demolition, enhancement, erection, improvement, placement, reconstruction and/or removal of any structures or other improvements wherever located or to be located in the Subdivision.

#### 2.07 Common Areas

The term "Common Areas" shall have the same meaning as set forth in the Declaration.

#### 2.08 Common Facilities

The term "Common Facilities" shall have the same meaning as set forth in the Declaration.

#### 2.09 Declaration

The term "Declaration" shall mean the Declaration of Covenants, Restrictions and Easements affecting Emerald Lakes Subdivision Homeowners Association, together with any and all amendments and modifications thereto from time to time adopted and recorded in the office of the Recorder, Medina County, Ohio, and the corresponding documents(s) affecting any additional land that may be brought within the jurisdiction of the Association in accordance with Article X of these Bylaws, together with any and all amendments and modifications thereto from time to time adopted and recorded in the appropriate governmental offices.

## 2.10 Developer

The term "Developer" shall mean Montville Limited Liability Company, together with its successors and assigns; provided that such successors and assigns shall not include transferees of individual single-family residential lots located within the Subdivision.

## 2.11 Member

The term "Member" shall mean all Owners and other members pursuant to 3.10 hereof, each of whom shall be a Member of the Association, as provided in the Articles.

## 2.12 Owner

The term "Owner" shall mean all of the record owner(s) of the title to the present fee estate in a single-family residential lot located within the Subdivision, regardless of whether or not such person(s) or parties are in actual possession thereof. Any and all disputes concerning the identity of the owner shall be resolved by an examination of the Deed Records of the appropriate governmental office.

## 2.13 Rules and Regulations

The term "Rules and Regulations" shall mean such rules and regulations as may be adopted from time to time by the Board relating to the care, maintenance, operation and use of the common Areas and the Common Facilities.

## 2.14 Subdivision

The term "Subdivision" shall mean the entire tract of land designated as the Emerald Lake Subdivision, together with any additional land that may be brought within the jurisdiction of the Association in accordance with Article X of these Bylaws.

## 2.15 User

The term "User" shall mean each and every occupant of a Residence, together with such occupant's guests and invitees as may be permitted to use and enjoy the Common Areas.

## ARTICLE III: MEMBERS.

3.01 Each Owner is a Member of the Association. The membership of an Owner in the Association shall automatically and immediately cease upon the consummation of the conveyance of such Owner by his, her or its entire remaining fee estate in the Subdivision.

3.02 Regular annual meetings of the Members shall be held on a date and at an hour established from time to time by the Board.

3.03 Special meetings of the Members may be called at any time by the President or by the Board, and shall be called upon written request of the Members having not less than a majority of the voting power of the Association.

3.04 Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Member entitled to vote thereat, addressed to each Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

3.05 The Members present, in person or by proxy, at any duly called and noticed meeting of the Members, shall constitute a quorum for such meeting, except that no action required by law, the Articles or these Bylaws to be authorized or taken by a specified proportion of the voting power of the Association shall be authorized or taken by a lesser proportion of such voting power.

3.06 At any meeting of the Members, a Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. Each proxy shall be revocable and shall automatically and immediately be deemed revoked upon the cessation of such Member's membership in the Association.

3.07 Each and every Owner of each and every single-family residential lot located within the Subdivision shall be entitled to one vote on all matters submitted to a vote of the Members, except that Timothy Powers, one of the Declarants who executed the Declaration as initially filed of record, and Developer shall be entitled to four (4) votes for each and every such lot of which he or it, as the case may be, is the owner; provided that where the Owner of any such lot consists of more than one (1) Member, each such Member shall be entitled to a vote equal to a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Members constituting the Owner of such lot.

3.08 Except as otherwise provided in the Articles, these Bylaws or by law, the affirmative vote of a majority of the voting power of the Members present in person or by proxy and entitled to vote on any matter that may be determined by the Members at a duly called and noticed meeting of the Members shall be sufficient to determine that matter. The rules of conduct for all meetings of the Members shall be determined by the Board.

3.09 Any action that could be taken by the Members at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of the Members having not less than a majority of the voting power of the Association, or such greater proportion of such voting power as may be required by the Articles or by law.

3.10 It is mandatory that each Owner, upon becoming such, shall automatically become and be a Member of the Association on like terms and conditions as all other members.

#### ARTICLE IV: BOARD OF TRUSTEES.

4.01 The initial Trustees shall be those three persons named as the initial Trustees in the Articles, or such other person or persons as may from time to time be substituted by Developer, which initial Trustees shall serve as the members of the Board, until their successors are duly elected at the first annual meeting of the Members.

4.02 The persons who are to serve as the Trustees of the Association shall be elected at each annual meeting of the Association, and each person so elected shall hold such office until his successor is elected and qualified or until his earlier resignation or removal. The number of Trustees that shall constitute the entire Board shall be three (3) or such greater number as may be fixed from time to time by vote of the Members, provided that no reduction in the number of Trustees shall of itself have the effect of shortening the term of any incumbent Trustee.

4.03 Excepting only Trustees named in the Articles or selected by developer, any Trustee may be removed from the Board with or without cause, by the affirmative vote of a majority of the voting power of the Association at a duly called and noticed meeting of the Members held for such purpose. In the event of the death, resignation or removal of a Trustee other than one named in the Articles or a substitute selected by Developer, that Trustee's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of the Members. Developer shall have the sole right to remove, with or without cause, any Trustee designated in the Articles, or a substitute selected by Developer, and shall select the successor of any Trustee so selected who dies, resigns, is removed or leaves office for any reason before the election of Trustees at the first annual meeting of the Members.

4.04 Nominations for the election of Trustees to be elected by the Members shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Members appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

4.05 Election to the Board by Members shall be made by secret written ballot. At such elections, the Members or their proxies may, in respect to each vacancy, exercise such voting power

as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

4.06 Trustees need not be Members of the Association.

4.07 Unless otherwise determined by the Members at a meeting duly called and noticed for such purpose, no Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of his or her duties as Trustee.

4.08 Regular meetings of the Board shall be held no less frequently than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

4.09 Special meetings of the Board shall be held when called by the President, or by any three (3) Trustees, after not less than three (3) days' notice to each Trustee.

4.10 The presence at any duly called and noticed meeting in person or by proxy of Trustees entitled to cast a majority of the voting power of Trustees shall constitute a quorum for such meeting.

4.11 Except as otherwise provided in the Articles or bylaw, vote of a majority of the Trustees voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

4.12 Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Trustees.

4.13. The Board shall have the right, power and authority to:

- (1) Take all actions deemed necessary or desirable to comply with all requirements of law, the Articles and the Declaration;
- (2) Obtain insurance coverage no less than that required pursuant to the Declaration;
- (3) Enforce the covenants, conditions and restrictions set forth in the Declaration;
- (4) Repair, maintain and improve the Common Areas and the Common Facilities;
- (5) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, grant easements for, dedicate for public use or otherwise dispose of real or personal property used in connection with the affairs of the Association; provided, however, that no conveyance, sale, lease,

transfer or dedication of the Common Areas or the Common Facilities or any part thereof, or grant of an easement with respect thereto, shall be effective unless approved by the affirmative vote of Members having not less than a majority of the voting power of the Association and is in compliance with the Montville Township Zoning Code;

- (6) Borrow money to fulfill the purposes of the Association, and mortgage, pledge, deed in trust or hypothecate any or all of the Association's real and personal property as security for money borrowed or debts incurred; provided, however, that no mortgage, pledge, deed in trust or hypothecation of the Common Areas or the common Facilities or any part thereof shall be effective unless approved by the affirmative vote of Members having not less than a majority of the voting power of the Association;
- (7) Establish, enforce, levy and collect Assessments as provided in the Declaration;
- (8) Adopt and publish Rules and Regulations governing the Common Areas and the Common Facilities and the personal conduct of Owners and Users thereon, and establish penalties for the infraction thereof;
- (9) Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the association or, after notice and hearing, for a period not to exceed sixty (60) days for each infraction of the Rules and Regulations or any provision of the Declaration;
- (10) Declare the office of any Trustee to be vacant in the event such Trustee shall be absent from three (3) consecutive regular meetings of the Board;
- (11) Elect officers and authorize the officers to enter into one or more management agreements in order to facilitate the efficient operation of the property (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration and the receipt and disbursement of funds as may be authorized by the Board; the terms of any management agreements shall be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of the Declaration;) and
- (12) Do all other things and take all other actions permitted to be taken by the Association by law, the Articles or the Declaration not specifically reserved thereby to others.

4.14 It shall be the duty of the Board to:

- (1) Cause to be kept a membership book containing the name and address of each current Member and the date of admission to membership;
- (2) Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at each annual meeting of the Members, or at any special meeting when such statement is requested in writing by the Members having one-half (1/2) or more of the voting power of the Association.
- (3) Supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- (4) As more fully provided in the Declaration, to:
  - (a) Fix the amount of Assessments against each Member;
  - (b) Give written notice of each Assessment to every Member subject thereto within the time limits set forth therein; and
  - (c) Foreclose the lien against any property for which Assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Member(s) personally obligated to pay the same, or both;
- (5) Issue, or cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid;
- (6) Procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;
- (7) Cause all officers or employees handling Association funds to be bonded;
- (8) Cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- (9) Cause the Declaration and the Rules and regulations to be enforced; and
- (10) Take all other actions required to comply with all requirements of law, the Articles and the Declaration.

ARTICLE V: OFFICERS.

5.01 The officers of this Association shall be a President, a Secretary, a Treasurer and

such other officers as the Board may from time to time determine. No officer need be a member of the Association nor need any officer be a Trustee. The same person may hold more than one office.

5.02 Except as otherwise specifically provided in the Articles or by law, the officers of the Association shall be elected by the Board from time to time, to serve until the Board elects their successors.

5.03 The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

5.04 Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

- (a) President. The President shall preside at all meetings of the Board and of the Members, shall have the authority to see that orders and resolutions of the Board are carried out and shall sign all legal instruments on behalf of the Association.
- (b) Secretary. The Secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep current the membership book required by Section 4.14(1) of these Bylaws, and shall act in the place and stead of the President in the event of the President's absence or refusal to act.
- (c) Treasurer. The Treasurer shall assume responsibility for the receipt and deposit in appropriate bank account of all monies of the Association, the disbursement of such funds as directed by resolution of the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Members at annual meetings and the delivery or mailing of a copy of each to each of the Members.

#### ARTICLE VI: COMMITTEES.

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

#### ARTICLE VII: BOOKS AND RECORDS.

The books, records and financial statements of the Association, including annual audited

financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon written request to the Association, for inspection by Members and the holders and insurers of first mortgages on such Members' fee interests. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Members, lenders, and their insurers, and prospective purchasers, current copies of the Articles, these Bylaws, the Declaration and the Rules and Regulations.

#### ARTICLE VIII: AUDITS.

Upon the vote of the Members holding a majority of the voting power of the Association, the Board shall cause the preparation and furnishing to those requesting of an audited financial statement of the Association for the preceding fiscal year, provided that no such statements need be furnished earlier than ninety (90) days following the end of such fiscal year.

#### ARTICLE IX: FISCAL YEAR.

Unless otherwise specified by the Board, the fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

#### ARTICLE X: ADDITION OF LAND TO JURISDICTION OF THE ASSOCIATION.

The land initially subject to the jurisdiction of the Association shall be the entire tract of land designated as the Emerald Lake Subdivision together with all single family residential lots and the Common Areas included therein. In connection with the development by Developer of additional phases, if any, of this Subdivision, additional land contiguous to the Emerald Lake Subdivision may be brought within the jurisdiction of the Association from time to time by the affirmative vote of the Members having not less than a majority of the voting power of the Association.

#### ARTICLE XI: INDEMNIFICATION.

11.01 The association (a) shall indemnify any person who is or was a trustee or officer of the Association or a member of the committee, and (b) may, in the discretion of the Board, indemnify any person who is or was an employee or agent of the Association where such trustee, officer, member, employee, or agent was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or in the right of the Association, by reason of the fact that he is or was a trustee, officer, employee, or agent of the Association or a member of the Committee, or is or was serving at the request of the Association as a trustee, officer, employee, or agent of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, or other enterprise, against expenses (including, without

limitation, attorneys' fees, court reporter's fees, and transcript costs), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. A person claiming indemnification under this Section 11.01 shall be rebuttably presumed, in respect of any act or failure to act giving rise to such claim for indemnification, to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal matter, to have had no reasonable cause to believe his conduct was unlawful, and the termination of any action, suit or proceeding by judgment, order, settlement, or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, rebut such presumption.

11.02 The Association (a) shall indemnify any person who is or was a trustee or officer of the Association as a member of the Committee, and (b) may, in the discretion of the Board, indemnify any person who is or was an employee or agent of the Association, where such trustee, officer, member, employee, or agent was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action or suit or by or in the right of the Association to procure a judgment in its favor, by reason of the fact that he is or was a trustee, officer, employee, or agent of the Association or a member of the committee, or is or was serving at the request of the Association as a trustee, officer, employee, or agent of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, or other enterprise, against expenses (including, without limitation, attorneys' fees, court reporter's fees, and transcript costs), actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person is adjudged to be liable for gross negligence or misconduct (other than negligence) in the performance of his duty to the Association unless, and only to the extent that the Court of Common Pleas of Medina County, Ohio, or the court in which such action or suit was brought determines upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses as the Court of Common Pleas of Medina County, Ohio, or such court shall deem proper.

11.03 To the extent that any person who is or was a trustee, officer, employee, or agent of the Association or a member of the Committee has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 11.01 and 11.02 of this Article XI, or in defense of any claim, issue, or matter therein, the Association (a) shall indemnify such person who is or was a trustee or officer of the Association or a member of the committee, and (b) may, in the discretion of the Board, indemnify such person who is or was an employee or agent of the Association, against expenses (including, without limitation, attorneys' fees, court reporter's fees, and transcript costs) actually and reasonably incurred by him in connection with the action, suit or proceeding.

11.04 Any indemnification of a person who is or was a trustee or officer of the Association, or a member of the Committee under Sections 11.01 and 11.02 of this Article XI, unless ordered by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of such trustee, officer or member is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 11.01 and 11.02 of this Article XI. Such determination shall be made (a) by a majority vote of the quorum consisting of trustees of the Association who were not and are not parties to or threatened with any such action, suit or proceeding, or (b) if the quorum described in subparagraph (a) of this Section 11.04 is not obtained or if a majority vote of the quorum of disinterested trustees so directs, in a written opinion by independent attorney, who has not been retained by or who has not performed services for the Association or any person to be indemnified within the past five years, or (c) by the Members, or (d) by the Court of Common Pleas of Medina County, Ohio, or if the Association is a party to such action, suit, or proceeding, the court in which such action, suit or proceeding was brought (such determination may be made by the Court of Common Pleas of Medina County, Ohio, or such court at any time [including, without limitation, any time before, during or after the time when any such determination may be requested of, be under consideration by, or have been denied or disregarded by, the disinterested trustees under subparagraph (a) of this Section 11.04, or independent legal counsel under subparagraph (b) of this Section 11.04, or the Members under subparagraph (c) of this Section 11.04], and no failure for any reason to make any such determination, and no decision for any reason to deny any such determination, by the disinterested trustees under subparagraph (a) of this Section 11.04 shall be evidence in rebuttal of the presumption recited in Section 11.01. Any determination made by the disinterested trustees under subparagraph (a) of this Section 11.04 or by independent legal counsel under subparagraph (b) of this Section 11.04 to make indemnification in respect of any claim, issue, or matter asserted in an action or suit threatened or brought by or in the right of the Association shall be promptly communicated to the person who threatened or brought such action or suit, and within ten (10) days after receipt of such notification, such person shall have the right to petition the Court of Common Pleas of Medina County, Ohio, or the court in which such action or suit was brought, if any, to review the reasonableness of such determination.

11.05 The Association may pay the expenses (including, without limitation, attorneys' fees, court reporter's fees, and transcript costs) actually and reasonably incurred by a person who is or was a trustee, officer, employee, or agent of the Association or a member of the committee in defending any action, suit, or proceeding referred to in Sections 11.01 and 11.02 of this Article XI as such expenses are incurred, in advance of the final disposition of the action, suit, or proceeding, as authorized by the trustees in the specific case upon receipt of an undertaking by or on behalf of such person to repay such amount if (i) it ultimately is determined that he is not entitled to be indemnified by the Association as authorized in this Article XI, or (ii) in respect of any claim, issue or other matter asserted by or in the right of the Association in such action or suit, he shall have been adjudged to be liable for gross negligence or misconduct (other than negligence) in the performance of his duty to the Association to the extent that the Court of Common Pleas of Medina County, Ohio, or the court in which such action or suit was brought

determines that, in view of all the circumstances, he is not fairly and reasonably entitled to all or part of such indemnification.

11.06 The indemnification authorized by this Article XI shall not be deemed exclusive of, and shall be in addition to, any other rights granted to those seeking indemnification under the Articles of Incorporation or elsewhere in these Bylaws or by any agreement, vote of the Members or the disinterested trustees, or otherwise, both as to action taken or failed to be taken in another capacity while holding such office, and shall continue as to a person who has ceased to be a trustee, officer, employee, or agent of the Association, or a member of the Committee shall inure to the benefit of the heirs, executors, and administrators of such a person. Each person who is or was a trustee or officer of the Association or a member of the Committee at any time at which any provision of this Article XI obligating the Association to indemnify or to advance expenses incurred by such person as a part of these Bylaws is an intended beneficiary of each such provision and shall be entitled to the benefits and protections of such provision with respect to any threatened, pending, or completed action relating to any action taken or failed to be taken by him at the time such provision is or was a part of these Bylaws notwithstanding the subsequent amendment or repeal of such provision.

11.07 The Association may purchase and maintain insurance on behalf of any person who is or was a trustee, officer, employee, or agent of the Association or a member of the Committee, or is or was serving at the request of the Association as a trustee, officer, employee, or agent of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article XI or Chapter 1702 of the Ohio Revised Code, as amended.

11.08 The Association may enter into agreements with any trustee, officer, employee or agent of the Association or member of the Committee indemnifying him against any liability asserted against him or expenses incurred by him and agreeing to advance expenses incurred by him to the extent and on such terms and conditions as may be approved, by the Board, whether or not the Association would have the power to indemnify him against such liability or expenses or to advance such expenses under the provisions of this Article XI or Chapter 1702 of the Ohio Revised Code, as amended.

11.09 For purposes of this Article XI, and as examples of, but not by way of limitation:

- (A) References to the "Association" shall include all constituent corporations in a consolidation or merger and the new or surviving corporation, so that any person who is or was a trustee, officer, employee, or agent of such a constituent corporation, or is or was serving at the request of such constituent corporation as a trustee, officer, employee, or agent of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, or other enterprise, shall

stand in the same position under this Article XI with respect to the new or surviving corporation as he would if he had served the new or surviving corporation in the same capacity; and

- (B) A person claiming indemnification under this Article XI shall be deemed to have been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 11.01 and 11.02 of this Article XI, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding shall be terminated as to such person, with or without prejudice, without the entry of a judgment or order against him, without a conviction of him, without the imposition of a fine upon him, and without his payment or agreement to pay the amount in settlement thereof (whether or not any such termination is based upon a judicial or other determination of the lack of merit of the claims made against him or otherwise results in a vindication of him).

11.10 Any action, suit, or proceeding to determine a claim for indemnification under this Article XI may be maintained by the person claiming such indemnification, or by the Association, in the Court of Common Pleas of Medina County, Ohio. The Association and (by claiming such indemnification) each such person consent to the exercise of jurisdiction over its or his person by the Court of Common Pleas of Medina County, Ohio, in such action, suit, or proceeding.

#### ARTICLE XII PROVISIONAL TRUSTEE.

In the event of irreconcilable differences among the existing Trustees such that the continued operation of the Association is substantially impeded or made impossible, the existing Trustees are hereby authorized to petition the Court of Common Pleas of Medina County, Ohio for the appointment of a provisional Trustee in accordance with the requirements of, and to have the rights and duties provided in, Section 1702.521 of the Ohio Revised Code.

#### ARTICLE XIII: AMENDMENTS; CONFLICTS WITH DECLARATION.

These Bylaws may be amended, restated, changed or repealed by the affirmative vote of the Members having not less than a majority of the voting power of the Association; provided, however, that these Bylaws shall not be amended or altered in any manner inconsistent with the Declaration or the Montville Township Zoning Code in effect at the time of their adoption. In the event of any conflict between the terms and provisions of the Declaration shall control.

**19990R034380**

10-06-1999 1:51 PM

RECORDING FEE 22.00  
DOCUMENT TYPE: DECL ✓  
PAGES: 3

MEDINA COUNTY RECORDER  
NANCY L. ABBOTT

(DO NOT REMOVE THIS COVER SHEET. THIS IS THE FIRST  
PAGE OF THIS DOCUMENT.)

DECLARATION

This Declaration is made on the date hereinafter set forth by Montville LLC, an Ohio Limited Liability Company, hereinafter referred to as "Declarant."

WHEREAS Declarant is the owner of certain property in the Township of Montville, County of Medina, and State of Ohio, which is more particularly described on the legal description attached hereto as Exhibit A, and

WHEREAS Declarant intends that the foregoing property shall be held, sold, and conveyed subject to the "Declarations of Emerald Lakes Subdivision, Restrictions and Protective Covenants" with the Medina County Recorder on April 1, 1998 at Volume 1313, Page 552, (Document #738778).

NOW THEREFORE, Declarant hereby declares for itself and its successors and assigns, including any and all future lot owners in the "Emerald Lakes Subdivision, Phase II", that the real estate described in the attached Exhibit A and any sublots shown on the Plat filed October 5, 1999 at Document No. 1999PL000143 shall be held, sold, and conveyed subject to all of the terms, conditions, and covenants contained in the Declaration filed at Medina County Vol 1313, Page 552, all of which covenants contained therein are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described premises or any part thereof, and which shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF Montville LLC, an Ohio Limited Liability Company, has set its hand the 5th day of October, 1999, as its free act and deed and as the fully authorized act and deed of Montville LLC.

Signed and acknowledged in presence of:

*Patricia L. Kinney*  
Patricia L. Kinney  
*Brenda J. Lipina*  
Brenda J. Lipina  
*Brenda J. Lipina*  
Brenda J. Lipina  
*Donald Helms*  
Donald Helms

MONTVILLE LIMITED LIABILITY COMPANY


by: *Timothy J. Powers*  
Timothy J. Powers, General Manager

by: *Martin J. Beirne, Sr.*  
Martin J. Beirne, Sr., General Manager

STATE OF OHIO )  
COUNTY OF MEDINA) ss.

Before me, a Notary Public in and for said County and State, personally appeared the above named MONTVILLE LIMITED LIABILITY COMPANY, by *Timothy J. Powers*, General Manager, who acknowledged that he did sign the foregoing instrument, that he had full authority to sign said instrument and that the same is the free act and deed of said limited liability company and his free act and deed personally as an officer of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Medina.  
this 5th day of October, 1999.



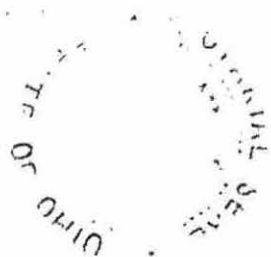
*Brenda J. Lipina*

BRENDA J. LIPINA, Notary Public  
State of Ohio - Medina County  
My Commission Expires ~~2000~~ 4/20/2004

STATE OF OHIO )  
COUNTY OF MEDINA) ss.

Before me, a Notary Public in and for said County and State, personally appeared the above named MONTVILLE LIMITED LIABILITY COMPANY, by *Martin J. Beirne, Sr.*, General Manager, who acknowledged that he did sign the foregoing instrument, that he had full authority to sign said instrument and that the same is the free act and deed of said limited liability company and his free act and deed personally as an officer of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at MEDINA, this  
5th day of October, 1999.



*Brenda J. Lipina*

BRENDA J. LIPINA, Notary Public  
State of Ohio - Medina County  
My Commission Expires ~~2000~~ 4/20/2004

This instrument prepared by:  
JOHN P. MALONE, JR., Attorney  
614 Superior Ave. N.W., #1150  
Cleveland, Ohio 44113, (216) 861-5511

34380-2

Exhibit A

Situated in the Township of Montville, County of Medina and State of Ohio and known as being the whole of Sublot Nos. 48 through 101 and Blocks "B" and "C" in Emerald Lakes Subdivision, Phase II, and known as being part of Montville Township Lot Nos. 63 and 70, as shown by the recorded plat at Medina County Recorder's Document #1999PL000143, be the same more or less, but subject to all legal highways.

Sublot 48 - 030-11B-31-049	Sublot 76 - 030-11B-31-077
Sublot 49 - 030-11B-31-050	Sublot 77 - 030-11B-31-078
Sublot 50 - 030-11B-31-051	Sublot 78 - 030-11B-31-079
Sublot 51 - 030-11B-31-052	Sublot 79 - 030-11B-31-080
Sublot 52 - 030-11B-31-053	Sublot 80 - 030-11B-31-081
Sublot 53 - 030-11B-31-054	Sublot 81 - 030-11B-31-082
Sublot 54 - 030-11B-31-055	Sublot 82 - 030-11B-31-083
Sublot 55 - 030-11B-31-056	Sublot 83 - 030-11B-31-084
Sublot 56 - 030-11B-31-057	Sublot 84 - 030-11B-31-085
Sublot 57 - 030-11B-31-058	Sublot 85 - 030-11B-36-028
Sublot 58 - 030-11B-31-059	Sublot 86 - 030-11B-36-029
Sublot 59 - 030-11B-31-060	Sublot 87 - 030-11B-36-030
Sublot 60 - 030-11B-31-061	Sublot 88 - 030-11B-36-031
Sublot 61 - 030-11B-31-062	Sublot 89 - 030-11B-36-032
Sublot 62 - 030-11B-31-063	Sublot 90 - 030-11B-36-033
Sublot 63 - 030-11B-31-064	Sublot 91 - 030-11B-36-034
Sublot 64 - 030-11B-31-065	Sublot 92 - 030-11B-36-035
Sublot 65 - 030-11B-31-066	Sublot 93 - 030-11B-36-036
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Sublot 72 - 030-11B-31-073	Sublot 100-030-11B-36-043
Sublot 73 - 030-11B-31-074	Sublot 101-030-11B-36-044
Sublot 74 - 030-11B-31-075	Block B - 030-11B-31-086
Sublot 75 - 030-11B-31-076	Block C - 030-11B-36-045

**19990R040068**

12-01-1999 11:40 AM

RECORDING FEE 34.00  
DOCUMENT TYPE: AMEN  
PAGES: 7

MEDINA COUNTY RECORDER  
NANCY L. ABBOTT

(DO NOT REMOVE THIS COVER SHEET. THIS IS THE FIRST  
PAGE OF THIS DOCUMENT.)

**FIRST AMENDMENT TO  
EMERALD LAKES SUBDIVISION  
RESTRICTIONS AND PROTECTIVE COVENANTS**

WHEREAS, Montville LLC, an Ohio Limited Liability Company, (hereinafter sometimes referred to as "Developer"), desires to impose certain amendments to the restrictions, rights, limitations, agreements, covenants and conditions upon the premises described on Exhibit A hereto located in the Township of Montville, County of Medina, and State of Ohio: and

WHEREAS, under a document recorded April 1, 1998, with the Medina County Recorder in Volume 1313, Page 552 of the Medina County Records, Developer recorded a certain Declaration of Emerald Lakes Subdivision Restrictions and Protective Covenants; and

WHEREAS, the Declaration reserved the right "to amend, change, cancel or add to any or all of the aforementioned provisions when" Developer deemed "such course of action advisable" and

WHEREAS, Developer has now deemed it advisable to amend, change, and add to that Declaration;

NOW THEREFORE, Developer shall and does hereby declare that for the benefit of present and future owners, the premises described on Exhibit A are and shall be held, used, occupied, transferred, sold and conveyed subject to the following amendments to the restrictions, reservations, conditions, easements, and covenants, which shall run with the land.

The following amendments are hereby made with the page and paragraph references hereafter being made to the Document filed at Volume 1313, Page 552:

Page 552-1, Part B, Paragraph 2, Line 3: After "Emerald Lakes" insert "as well as the private streets."

Page 552-4, Part D, Paragraph 2, Line 9: After the sentence ending with the word "Developer" insert the following sentence: "The Association shall also maintain, keep up and preserve all private streets in the subdivision."

P. 552-5, Paragraph 3 shall be deleted and replaced with the following language:

"The maximum annual assessment shall be \$250.00 per year for each lot with a 40 foot setback, with \$100.00 of this to be designated as common area and general purpose funds. The remaining \$150.00 of the assessment is to be designated as street funds to be used exclusively for the maintenance and repair of the private streets that these lots are on. The maximum annual assessment for each lot with a 50 foot setback shall be \$100.00 per year and shall be designated as common area and general purpose funds. No part of any funds designated as common area

40068-1

and general purpose funds may be used for the direct maintenance and repair of private streets. Assessments shall be due and payable in advance each year on or before January 1<sup>st</sup>. The annual assessment shall be prorated on a monthly basis to the first day of the month following the month in which a lot is transferred. These annual assessments may be increased only by a vote of 75% of the effected lot owners. Developer shall pay no assessments on any lots."

P.552-11, The Paragraph entitled "Private Streets," shall have the following language added thereto: The Homeowner's Association shall be responsible for care and maintenance of these private streets and all common facilities related to these streets.

IN WITNESS WHEREOF, the said Montville LLC has executed this First Amendment to Declaration of Emerald Lakes Subdivision Restrictions and Protective Covenants.

Witnesses:

MONTVILLE LLC

Brenda Lipina

By [Signature]

Timothy J. Powers

Susan M Hendricks

Brenda Lipina

By [Signature]

Martin J. Beirne, Sr.

Susan M Hendricks

STATE OF OHIO )  
COUNTY OF MEDINA)ss.

Before me, a Notary Public in and for said County and State, personally appeared **Timothy J. Powers** who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed as such officer and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Medina, Ohio, this 1st day of December, 1999.



Brenda J. Lipina

BRENDA G. LIPINA, Notary Public  
State of Ohio - Medina County  
My Commission Expires ~~2/20/2004~~ 4/20/2004

40068-2

STATE OF OHIO        )  
COUNTY OF MEDINA)ss.

Before me, a Notary Public in and for said County and State, personally appeared **Martin J. Beirne, Sr.** who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed as such officer and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Medina, Ohio, this 1st day of December, 1999.



Brenda J. Lipina  
BRENDA J. LIPINA, Notary Public  
State of Ohio - Medina County  
My Commission Expires ~~2-2-00~~ 4/20/2004

Prepared by:  
John P. Malone, Jr.  
Attorney at Law  
614 W. Superior Ave. #1150  
Cleveland, Ohio 44113

40068-3

LEGAL DESCRIPTION - EMERALD LAKES, Phase I

Situated in the Township of Montville, County of Medina, and State of Ohio: And being a parcel of land known as Emerald Lakes Subdivision, Phase I, including Sublots 1 through 47 inclusive, and Block A, and further known as being part of Montville Twp. Lot 63 and 70, and containing 31.0061 acres as shown on the plat recorded in Medina Plat Volume 28, Page 220, be the same more or less, but subject to all legal highways.

Sublot 1	PP# 030-11B-36-010	Sublot 25	PP# 030-11B-31-024
Sublot 2	PP# 030-11B-36-011	Sublot 26	PP# 030-11B-31-025
Sublot 3	PP# 030-11B-36-012	Sublot 27	PP# 030-11B-31-026
Sublot 4	PP# 030-11B-36-013	Sublot 28	PP# 030-11B-31-027
Sublot 5	PP# 030-11B-36-014	Sublot 29	PP# 030-11B-31-028
Sublot 6	PP# 030-11B-36-015	Sublot 30	PP# 030-11B-31-029
Sublot 7	PP# 030-11B-36-016	Sublot 31	PP# 030-11B-31-030
Sublot 8	PP# 030-11B-36-017	Sublot 32	PP# 030-11B-31-031
Sublot 9	PP# 030-11B-31-016	Sublot 33	PP# 030-11B-31-032
Sublot 10	PP# 030-11B-31-017	Sublot 34	PP# 030-11B-31-033
Sublot 11	PP# 030-11B-31-018	Sublot 35	PP# 030-11B-31-034
Sublot 12	PP# 030-11B-31-019	Sublot 36	PP# 030-11B-31-035
Sublot 13	PP# 030-11B-36-018	Sublot 37	PP# 030-11B-31-036
Sublot 14	PP# 030-11B-36-019	Sublot 38	PP# 030-11B-31-037
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Sublot 17	PP# 030-11B-36-022	Sublot 41	PP# 030-11B-31-040
Sublot 18	PP# 030-11B-36-023	Sublot 42	PP# 030-11B-31-041
Sublot 19	PP# 030-11B-36-024	Sublot 43	PP# 030-11B-31-042
Sublot 20	PP# 030-11B-36-025	Sublot 44	PP# 030-11B-31-043
Sublot 21	PP# 030-11B-31-020	Sublot 45	PP# 030-11B-31-044
Sublot 22	PP# 030-11B-31-021	Sublot 46	PP# 030-11B-31-045
Sublot 23	PP# 030-11B-31-022	Sublot 47	PP# 030-11B-31-046
Sublot 24	PP# 030-11B-31-023	Block A	

40068-4

LEGAL DESCRIPTION - EMERALD LAKES, PHASE II

Situated in the Township of Montville, County of Medina and State of Ohio and known as being the whole of Sublot Nos. 48 through 101 and Blocks "B" and "C" in Emerald Lakes Subdivision, Phase II, and known as being part of Montville Township Lot Nos. 63 and 70, as shown by the recorded plat at Medina County Recorder's Document #1999PL000143, be the same more or less, but subject to all legal highways.

Sublot 48 - 030-11B-31-049	Sublot 76 - 030-11B-31-077
Sublot 49 - 030-11B-31-050	Sublot 77 - 030-11B-31-078
Sublot 50 - 030-11B-31-051	Sublot 78 - 030-11B-31-079
Sublot 51 - 030-11B-31-052	Sublot 79 - 030-11B-31-080
Sublot 52 - 030-11B-31-053	Sublot 80 - 030-11B-31-081
Sublot 53 - 030-11B-31-054	Sublot 81 - 030-11B-31-082
Sublot 54 - 030-11B-31-055	Sublot 82 - 030-11B-31-083
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Sublot 72 - 030-11B-31-073	Sublot 100-030-11B-36-043
Sublot 73 - 030-11B-31-074	Sublot 101-030-11B-36-044
Sublot 74 - 030-11B-31-075	Block B - 030-11B-31-086
Sublot 75 - 030-11B-31-076	Block C - 030-11B-36-045

40068-5

**EXHIBIT A**

**LEGAL DESCRIPTION**

**Parcel No.1**

Situated in the Township of Montville, County of Medina, and the State of Ohio: and being a parcel of land in Lot 70 of said Township; and bounded and described as follows: Beginning at a point in the centerline of State Highway No. 888 (S.R. 162) on the Southwest corner of said Lot 70; thence going North 90 degrees East, along the centerline of said S.H. 888 and the South line of Lot 70 a distance of 371.6 Feet; thence North 31 degrees 11' East, through an iron pin set Northeasterly 75.0 Feet and along the Northwestern line of Interstate Route No. 71, a distance of 2784.5 Feet to a point; thence North 44 degrees 17' West, along County Highway No. 49 a distance of 327.8 Feet to a pipe; thence North 5 degrees 42' West, along the old centerline of said C.H. 49 a distance of 83.6 Feet to a point on the North line of said Lot 70; thence South 82 degrees 57' West, through an iron pin set Southwesterly 50.0 Feet a distance of 1679.9 Feet to an iron pin set on the West line of Lot 70; thence South 0 degrees 14' West, along the West line of said Lot 70; a distance of 2507.65 Feet to the point of beginning, and containing within said boundaries 68.10 acres of land, be the same more or less, but subject to all legal highways as surveyed by T.J. Hood, January 20, 1961.

PP#030-11B-36-005

**Parcel No.2**

Situated in the Township of Montville, County of Medina, and State of Ohio: and known as being the Southwesterly part of Lot 63 in said Township; and bounded and described as follows: Beginning at the Southeast corner of said Lot 63 in the center of S.H. 888 (S.R. 172); thence Northerly along the East line of said Lot 63 to a point 200 Feet South of the North Line of said lot; thence Westerly parallel to the North line of said lot a distance of 1115.0 Feet to a point in the East line of land conveyed to Merle E. and Elinor M. Buckingham by deed dated May 27, 1961, and recorded in Volume 285, Page 178 of Medina County Deed Records; thence Southerly along the East line of said Buckingham's land to the South line of said Lot 63 in the center of said S.H. 888; thence Easterly along the South line of said Lot in the center of said road a distance of 1115.0 Feet to the place of beginning; containing within said boundaries 61.81 acres, be the same more or less, but subject to all legal highways.

**SAVING AND EXCEPTING FROM THE ABOVE DESCRIBED LAND THE FOLLOWING PARCELS:**

**Parcel No.3**

Situated in the Township of Montville, County of Medina, and the State of Ohio: and being part of Lot 63 in said Township and bounded and described as follows: Commencing at a point in the centerline of S.H. 888, which point is 251.0 Feet North 90 degrees West from the Southeast corner of said Lot, said point being also marked by an iron pin set 30.0 Feet North thereof, on the Northerly line of said highway; thence continuing North 90 degrees West along the centerline of S.H. 888, a distance of 287.0 Feet; thence North 0 degrees East, through an iron pin set 30.0 Feet from the centerline of said highway on the Northerly line thereof, a distance of 350.0 Feet to an iron pin set; thence South 90 degrees East 287.0 Feet to an iron pin set; thence South 0 degrees West, through an iron pin set on the Northerly line of said highway 350.0 Feet to the place of beginning, and containing within said boundaries 2.306 acres of land, as surveyed by T.J. Hood, Registered Surveyor No. 3455, on September 7, 1960, be the same more or less, but subject to all legal highways.

PP# 030-11B-36-004

34654-13

40068-6

Parcel No. 4

The whole of Emerald Lakes Subdivision Phase I as shown by the plat recorded in plat book 28, page 220 of the Medina County Records Records.

Parcel No. 5

The whole of Emerald Lakes Subdivision Phase II as shown by the plat recorded in document No. 1999PL000143 of the Medina County Records Records.

Said parcel being a total of 63.68 Acres after exceptions.

2

~~34654-14~~

40068-7

MEDINA COUNTY RECORDER  
NANCY ABBOTT

**19990R040069**

12-01-1999 11:40 AM

RECORDING FEE 38.00  
DOCUMENT TYPE: AMEN  
PAGES: 8

MEDINA COUNTY RECORDER  
NANCY L. ABBOTT

(DO NOT REMOVE THIS COVER SHEET. THIS IS THE FIRST  
PAGE OF THIS DOCUMENT.)

**SECOND AMENDMENT TO  
EMERALD LAKES SUBDIVISION  
RESTRICTIONS AND PROTECTIVE COVENANTS**

WHEREAS, Montville LLC, an Ohio Limited Liability Company, (hereinafter sometimes referred to as "Developer"), desires to impose certain amendments to the restrictions, rights, limitations, agreements, covenants and conditions upon the premises described on Exhibit A hereto located in the Township of Montville, County of Medina, and State of Ohio: and

WHEREAS, under a document recorded April 1, 1998, with the Medina County Recorder in Volume 1313, Page 552 of the Medina County Records, Developer recorded a certain Declaration of Emerald Lakes Subdivision Restrictions and Protective Covenants, which were amended by a "First Amendment to Emerald Lakes Subdivision Restrictions and Protective Covenants filed December 1, 1999, at Medina County Recorder's Document # 199908040068 and

WHEREAS, the Declaration reserved the right "to amend, change, cancel or add to any or all of the aforementioned provisions when" Developer deemed "such course of action advisable" and

WHEREAS, Developer has now deemed it advisable to amend, change, and add to that Declaration;

NOW THEREFORE, Developer shall and does hereby declare that for the benefit of present and future owners, the premises described on Exhibit A are and shall be held, used, occupied, transferred, sold and conveyed subject to the following amendments to the restrictions, reservations, conditions, easements, and covenants, which shall run with the land.

The following amendments are hereby made with the page and paragraph references hereafter being made to the Document filed at Volume 1313, Page 552:

Page 552-8, Part G, at Page 11 shall be amended so that it now reads in its entirety as follows:

"No lot shall be used except for residential purposes unless otherwise specified herein by specific exceptions. No Building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage having not more than three garage doors facing the street.

40069-1

No building shall be erected, placed, or altered on any lot until the Construction plans and specifications and a plan showing the location of the structure have been approved by the developer or, once the Association has been turned over to the owners by the Developer, by the Association, as to compliance with restrictions herein, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

No fence or wall shall be erected, placed, or altered on any Lot nearer to any street than the minimum building set back line unless similarly approved.

All lots directly facing or abutting any of the lakes in the subdivision ("Lake Lots") may not fence or "fence in" the back yard or make or construct any auxiliary structures, buildings, appurtenances or other improvements, except that the "Lake Lots" may have a deck and/or a privacy fence extending only twenty (20) feet to the rear of the residential dwelling and not to the side yard. Any such deck or privacy fence shall be constructed in compliance with the Montville Township Ordinances, Zoning Code and Resolutions. All landscaping, shrubbery, tree plantings and ground cover of any kind shall be "low ground cover" and must be planted and maintained in such manner as to not interfere with the sight lines to the lakes as are now or will be available to the "Lake Lots" abutting any of the lakes in the Emerald Lakes Subdivision.

All lots with a forty (40) foot setback line in Phase I and Phase II of the Emerald Lakes Subdivision shall adhere to Montville Township's requirements for R-2 Controlled Density Cluster Units as set forth in Montville Township Zoning Code Section 802.126, except for Section M; and further shall have a fifty (50) foot rear setback line, except that the rear fifty (50) foot setback line shall not apply to Sublots 45, 46 and 47 in Phase I nor to Sublots 89, 98, 99, 100 and 101 in Phase II which sublots shall have a seven and one-half (7½) foot rear set back line. All fences, auxiliary structures, buildings and other auxiliary improvements on these lots must be constructed in such manner and form as to be in compliance with the Montville Township Zoning Code.

All lots in the Emerald Lakes Subdivision, except for the "Lake Lots" and any Cluster footprints in Phase III, may construct fences around the lot, subject to the restrictions set forth hereinabove so long as such fences comply with the Montville Township Ordinances, Zoning Code and Resolutions.

Any fences constructed at any time on any of the lots in any of the Phases of the Emerald Lakes Subdivision shall be white vinyl or wood, painted white. No cyclone fences shall be placed on any lot subject to this Declaration.

All lots in the Emerald Lakes Subdivision (except for the "Lake Lots" and any Cluster footprints in Phase III) may construct thereon or place thereon auxiliary structures, buildings, pools, additions, decks, porches, children's swing sets and climbing toys in such manner as will violate neither these restrictions nor the Montville Township

40069-2

Ordinances, Zoning Code and Resolutions. On the "Lake Lots" and any Common Cluster area in Phase III, the aforesaid structures and items may be constructed or placed thereon so long as said structure or item is constructed or placed in such manner that it neither violates these restrictions nor the Montville Township Zoning Code and Resolutions.

There shall be no private docks at any of the Lakes in the Emerald Lakes Subdivision. Developer will construct one dock at each of the Lakes in The Emerald Lakes Subdivision at such location as it determines in its sole discretion. Such dock shall be part of the Common Area and shall be maintained and preserved pursuant to the terms and conditions set forth in the Declarations of Emerald Lakes Subdivision and any amendments thereto. Swimming, bathing, ice skating or sledding shall not be allowed on any of the Lakes in the Emerald Lakes Subdivision.

IN WITNESS WHEREOF, the said Montville LLC has executed this Second Amendment to Declaration of Emerald Lakes Subdivision Restrictions and Protective Covenants.

Witnesses:

Brenda J. Lipina  
Susan M. Hendricks  
Brenda J. Lipina  
Susan M. Hendricks

MONTVILLE LLC

By [Signature]  
Timothy J. Powers

By [Signature]  
Martin J. Beirne, Sr.

STATE OF OHIO )  
COUNTY OF MEDINA)ss.

Before me, a Notary Public in and for said County and State, personally appeared **Timothy J. Powers** who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed as such officer and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Medina, Ohio, this 17 day of December, 1999.




Brenda J. Lipina  
BRENDA J. LIPINA, Notary Public  
State of Ohio - Medina County  
My Commission Expires ~~2003~~ 4/26/2004

40069-3

STATE OF OHIO        )  
COUNTY OF MEDINA)ss.

Before me, a Notary Public in and for said County and State, personally appeared **Martin J. Beirne, Sr.** who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed as such officer and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Medina, Ohio, this 1st day of December, 1999.



*Brenda J. Lipina*

BRENDA J. LIPINA, Notary Public  
State of Ohio - Medina County  
My Commission Expires ~~2000~~ 4/20/2004

Prepared by:  
John P. Malone, Jr.  
Attorney at Law  
614 W. Superior Ave. #1150  
Cleveland, Ohio 44113

40069-4

LEGAL DESCRIPTION - EMERALD LAKES, PHASE I

Situated in the Township of Montville, County of Medina, and State of Ohio: And being a parcel of land known as Emerald Lakes Subdivision, Phase I, including Sublots 1 through 47 inclusive, and Block A, and further known as being part of Montville Twp. Lot 63 and 70, and containing 31.0061 acres as shown on the plat recorded in Medina Plat Volume 28, Page 220, be the same more or less, but subject to all legal highways.

Sublot 1	PP# 030-11B-36-010	Sublot 25	PP# 030-11B-31-024
Sublot 2	PP# 030-11B-36-011	Sublot 26	PP# 030-11B-31-025
Sublot 3	PP# 030-11B-36-012	Sublot 27	PP# 030-11B-31-026
Sublot 4	PP# 030-11B-36-013	Sublot 28	PP# 030-11B-31-027
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Sublot 6	PP# 030-11B-36-015	Sublot 30	PP# 030-11B-31-029
Sublot 7	PP# 030-11B-36-016	Sublot 31	PP# 030-11B-31-030
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Sublot 9	PP# 030-11B-31-016	Sublot 33	PP# 030-11B-31-032
Sublot 10	PP# 030-11B-31-017	Sublot 34	PP# 030-11B-31-033
Sublot 11	PP# 030-11B-31-018	Sublot 35	PP# 030-11B-31-034
Sublot 12	PP# 030-11B-31-019	Sublot 36	PP# 030-11B-31-035
Sublot 13	PP# 030-11B-36-018	Sublot 37	PP# 030-11B-31-036
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Sublot 22	PP# 030-11B-31-021	Sublot 46	PP# 030-11B-31-045
Sublot 23	PP# 030-11B-31-022	Sublot 47	PP# 030-11B-31-046
Sublot 24	PP# 030-11B-31-023	Block A	

LEGAL DESCRIPTION - EMERALD LAKES, PHASE II

Situated in the Township of Montville, County of Medina and State of Ohio and known as being the whole of Sublot Nos. 48 through 101 and Blocks "B" and "C" in Emerald Lakes Subdivision, Phase II, and known as being part of Montville Township Lot Nos. 63 and 70, as shown by the recorded plat at Medina County Recorder's Document #1999PL000143, be the same more or less, but subject to all legal highways.

Sublot 48 - 030-11B-31-049  
Sublot 49 - 030-11B-31-050  
Sublot 50 - 030-11B-31-051  
Sublot 51 - 030-11B-31-052  
Sublot 52 - 030-11B-31-053  
Sublot 53 - 030-11B-31-054  
Sublot 54 - 030-11B-31-055  
Sublot 55 - 030-11B-31-056  
Sublot 56 - 030-11B-31-057  
Sublot 57 - 030-11B-31-058  
Sublot 58 - 030-11B-31-059  
Sublot 59 - 030-11B-31-060  
Sublot 60 - 030-11B-31-061  
Sublot 61 - 030-11B-31-062  
Sublot 62 - 030-11B-31-063  
Sublot 63 - 030-11B-31-064  
Sublot 64 - 030-11B-31-065  
Sublot 65 - 030-11B-31-066  
Sublot 66 - 030-11B-31-067  
Sublot 67 - 030-11B-31-068  
Sublot 68 - 030-11B-31-069  
Sublot 69 - 030-11B-31-070  
Sublot 70 - 030-11B-31-071  
Sublot 71 - 030-11B-31-072  
Sublot 72 - 030-11B-31-073  
Sublot 73 - 030-11B-31-074  
Sublot 74 - 030-11B-31-075  
Sublot 75 - 030-11B-31-076

Sublot 76 - 030-11B-31-077  
Sublot 77 - 030-11B-31-078  
Sublot 78 - 030-11B-31-079  
Sublot 79 - 030-11B-31-080  
Sublot 80 - 030-11B-31-081  
Sublot 81 - 030-11B-31-082  
Sublot 82 - 030-11B-31-083  
Sublot 83 - 030-11B-31-084  
Sublot 84 - 030-11B-31-085  
Sublot 85 - 030-11B-36-028  
Sublot 86 - 030-11B-36-029  
Sublot 87 - 030-11B-36-030  
Sublot 88 - 030-11B-36-031  
Sublot 89 - 030-11B-36-032  
Sublot 90 - 030-11B-36-033  
Sublot 91 - 030-11B-36-034  
Sublot 92 - 030-11B-36-035  
Sublot 93 - 030-11B-36-036  
Sublot 94 - 030-11B-36-037  
Sublot 95 - 030-11B-36-038  
Sublot 96 - 030-11B-36-039  
Sublot 97 - 030-11B-36-040  
Sublot 98 - 030-11B-36-041  
Sublot 99 - 030-11B-36-042  
Sublot 100-030-11B-36-043  
Sublot 101-030-11B-36-044  
Block B - 030-11B-31-086  
Block C - 030-11B-36-045

**EXHIBIT A**

**LEGAL DESCRIPTION**

**Parcel No. 1**

Situated in the Township of Montville, County of Medina, and the State of Ohio; and being a parcel of land in Lot 70 of said Township; and bounded and described as follows: Beginning at a point in the centerline of State Highway No. 888 (S.R. 162) on the Southwest corner of said Lot 70; thence going North 90 degrees East, along the centerline of said S.H. 888 and the South line of Lot 70 a distance of 371.6 Feet; thence North 31 degrees 11' East, through an iron pin set Northeasterly 75.0 Feet and along the Northwesterly line of Interstate Route No. 71, a distance of 2784.5 Feet to a point; thence North 44 degrees 17' West, along County Highway No. 49 a distance of 327.8 Feet to a pipe; thence North 5 degrees 42' West, along the old centerline of said C.H. 49 a distance of 83.6 Feet to a point on the North line of said Lot 70; thence South 82 degrees 57' West, through an iron pin set Southwesterly 50.0 Feet a distance of 1679.9 Feet to an iron pin set on the West line of Lot 70; thence South 0 degrees 14' West, along the West line of said Lot 70; a distance of 2507.65 Feet to the point of beginning, and containing within said boundaries 68.10 acres of land, be the same more or less, but subject to all legal highways as surveyed by T.J. Hood, January 20, 1961.

PP#030-11B-36-005

**Parcel No. 2**

Situated in the Township of Montville, County of Medina, and State of Ohio: and known as being the Southwesterly part of Lot 63 in said Township; and bounded and described as follows: Beginning at the Southeast corner of said Lot 63 in the center of S.H. 888 (S.R. 172); thence Northerly along the East line of said Lot 63 to a point 200 Feet South of the North Line of said lot; thence Westerly parallel to the North line of said lot a distance of 1115.0 Feet to a point in the East line of land conveyed to Merle E. and Elinor M. Buckingham by deed dated May 27, 1961, and recorded in Volume 285, Page 178 of Medina County Deed Records; thence Southerly along the East line of said Buckingham's land to the South line of said Lot 63 in the center of said S.H. 888; thence Easterly along the South line of said Lot in the center of said road a distance of 1115.0 Feet to the place of beginning; containing within said boundaries 61.81 acres, be the same more or less, but subject to all legal highways.

**SAVING AND EXCEPTING FROM THE ABOVE DESCRIBED LAND THE FOLLOWING PARCELS:**

**Parcel No. 3**

Situated in the Township of Montville, County of Medina, and the State of Ohio: and being part of Lot 63 in said Township and bounded and described as follows: Commencing at a point in the centerline of S.H. 888, which point is 251.0 Feet North 90 degrees West from the Southeast corner of said Lot, said point being also marked by an iron pin set 30.0 Feet North thereof, on the Northerly line of said highway; thence continuing North 90 degrees West along the centerline of S.H. 888, a distance of 287.0 Feet; thence North 0 degrees East, through an iron pin set 30.0 Feet from the centerline of said highway on the Northerly line thereof, a distance of 350.0 Feet to an iron pin set; thence South 90 degrees East 287.0 Feet to an iron pin set; thence South 0 degrees West, through an iron pin set on the Northerly line of said highway 350.0 Feet to the place of beginning, and containing within said boundaries 2.306 acres of land, as surveyed by T.J. Hood, Registered Surveyor No. 3455, on September 7, 1960, be the same more or less, but subject to all legal highways.

PP# 030-11B-36-004

34654-13

40069-7

**Parcel No. 4**

The whole of Emerald Lakes Subdivision Phase I as shown by the plat recorded in plat book 28, page 220 of the Medina County Records Records.

**Parcel No. 5**

The whole of Emerald Lakes Subdivision Phase II as shown by the plat recorded in document No. 1999PL000143 of the Medina County Records Records.

Said parcel being a total of 63.68 Acres after exceptions.

34654-14

40069-8

**19990R043196**

12-30-1999 3:36 PM

RECORDING FEE 32.00  
DOCUMENT TYPE: AMEN  
PAGES: 6

MEDINA COUNTY RECORDER  
NANCY L. ABBOTT

(DO NOT REMOVE THIS COVER SHEET. THIS IS THE FIRST  
PAGE OF THIS DOCUMENT.)

**THIRD AMENDMENT TO  
EMERALD LAKES SUBDIVISION  
RESTRICTIONS AND PROTECTIVE COVENANTS**

WHEREAS, Montville LLC, an Ohio Limited Liability Company, (hereinafter sometimes referred to as "Developer"), desires to impose certain amendments to the restrictions, rights, limitations, agreements, covenants and conditions upon the premises described on Exhibit A hereto located in the Township of Montville, County of Medina, and State of Ohio: and

WHEREAS, under a document recorded April 1, 1998, with the Medina County Recorder in **Volume 1313, Page 552** of the Medina County Records, Developer recorded a certain Declaration of Emerald Lakes Subdivision Restrictions and Protective Covenants, which were amended by a **"First Amendment to Emerald Lakes Subdivision Restrictions and Protective Covenants filed December 1, 1999, at Medina County Recorder's Document #1999OR040068** and also amended by a **Second Amendment to Emerald Lakes Subdivision Restrictions and Protective Covenants filed December 1, 1999 at Medina County Recorder's Document #1999OR040069**, and

WHEREAS, the Declaration reserved the right "to amend, change, cancel or add to any or all of the aforementioned provisions when" Developer deemed "such course of action advisable" and

WHEREAS, Developer has now deemed it advisable to amend, change, and add to that Declaration;

NOW THEREFORE, Developer shall and does hereby declare that for the benefit of present and future owners, the premises described on Exhibit A are and shall be held, used, occupied, transferred, sold and conveyed subject to the following amendments to the restrictions, reservations, conditions, easements, and covenants, which shall run with the land.

The following amendments are hereby made with the page and paragraph references hereafter being made to the Document filed at Volume 1313, Page 552:

Page 552-2, Part C, at Page 3, Paragraph 3, shall be amended so that the date which reads "31" day of December, 1999" shall be deleted and a new date shall be inserted which shall be the date of "January 1, 2004."

43196-1

IN WITNESS WHEREOF, the said Montville LLC has executed this Third Amendment to Declaration of Emerald Lakes Subdivision Restrictions and Protective Covenants.

Witnesses:

Brenda J. Lipina  
Susan M. Hendricks  
Brenda J. Lipina  
Susan M. Hendricks

MONTVILLE LLC

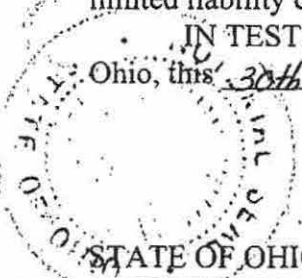
By [Signature]  
Timothy J. Powers

By [Signature]  
Martin J. Beirne, Sr.

STATE OF OHIO )  
COUNTY OF MEDINA)ss.

Before me, a Notary Public in and for said County and State, personally appeared **Timothy J. Powers** who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed as such officer and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Medina, Ohio, this 30th day of December, 1999.

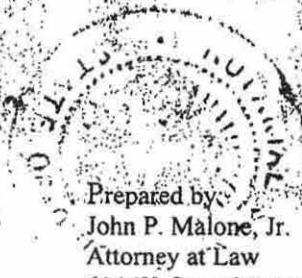


Brenda J. Lipina  
BRENDA J. LIPINA, Notary Public  
State of Ohio - Medina County  
My Commission Expires ~~2003~~ 4/20/2004

STATE OF OHIO )  
COUNTY OF MEDINA)ss.

Before me, a Notary Public in and for said County and State, personally appeared **Martin J. Beirne, Sr.** who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed as such officer and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Medina, Ohio, this 30th day of December, 1999.



Brenda J. Lipina  
BRENDA J. LIPINA, Notary Public  
State of Ohio - Medina County  
My Commission Expires ~~2003~~ 4/20/2004

Prepared by:  
John P. Malone, Jr.  
Attorney at Law  
614 W. Superior Ave. #1150  
Cleveland, Ohio 44113

43196-2

## LEGAL DESCRIPTION - EMERALD LAKES, PHASE I

Situated in the Township of Montville, County of Medina, and State of Ohio: And being a parcel of land known as Emerald Lakes Subdivision, Phase I, including Sublots 1 through 47 inclusive, and Block A, and further known as being part of Montville Twp. Lot 63 and 70, and containing 31.0061 acres as shown on the plat recorded in Medina Plat Volume 28, Page 220, be the same more or less, but subject to all legal highways.

Sublot 1	PP# 030-11B-36-010	Sublot 25	PP# 030-11B-31-024
Sublot 2	PP# 030-11B-36-011	Sublot 26	PP# 030-11B-31-025
Sublot 3	PP# 030-11B-36-012	Sublot 27	PP# 030-11B-31-026
Sublot 4	PP# 030-11B-36-013	Sublot 28	PP# 030-11B-31-027
Sublot 5	PP# 030-11B-36-014	Sublot 29	PP# 030-11B-31-028
Sublot 6	PP# 030-11B-36-015	Sublot 30	PP# 030-11B-31-029
Sublot 7	PP# 030-11B-36-016	Sublot 31	PP# 030-11B-31-030
Sublot 8	PP# 030-11B-36-017	Sublot 32	PP# 030-11B-31-031
Sublot 9	PP# 030-11B-31-016	Sublot 33	PP# 030-11B-31-032
Sublot 10	PP# 030-11B-31-017	Sublot 34	PP# 030-11B-31-033
Sublot 11	PP# 030-11B-31-018	Sublot 35	PP# 030-11B-31-034
Sublot 12	PP# 030-11B-31-019	Sublot 36	PP# 030-11B-31-035
Sublot 13	PP# 030-11B-36-018	Sublot 37	PP# 030-11B-31-036
Sublot 14	PP# 030-11B-36-019	Sublot 38	PP# 030-11B-31-037
Sublot 15	PP# 030-11B-36-020	Sublot 39	PP# 030-11B-31-038
Sublot 16	PP# 030-11B-36-021	Sublot 40	PP# 030-11B-31-039
Sublot 17	PP# 030-11B-36-022	Sublot 41	PP# 030-11B-31-040
Sublot 18	PP# 030-11B-36-023	Sublot 42	PP# 030-11B-31-041
Sublot 19	PP# 030-11B-36-024	Sublot 43	PP# 030-11B-31-042
Sublot 20	PP# 030-11B-36-025	Sublot 44	PP# 030-11B-31-043
Sublot 21	PP# 030-11B-31-020	Sublot 45	PP# 030-11B-31-044
Sublot 22	PP# 030-11B-31-021	Sublot 46	PP# 030-11B-31-045
Sublot 23	PP# 030-11B-31-022	Sublot 47	PP# 030-11B-31-046
Sublot 24	PP# 030-11B-31-023	Block A	

43196-3

LEGAL DESCRIPTION - EMERALD LAKES, PHASE II

Situated in the Township of Montville, County of Medina and State of Ohio and known as being the whole of Sublot Nos. 48 through 101 and Blocks "B" and "C" in Emerald Lakes Subdivision, Phase II, and known as being part of Montville Township Lot Nos. 63 and 70, as shown by the recorded plat at Medina County Recorder's Document #1999PL000143, be the same more or less, but subject to all legal highways.

Sublot 48 - 030-11B-31-049	Sublot 76 - 030-11B-31-077
Sublot 49 - 030-11B-31-050	Sublot 77 - 030-11B-31-078
Sublot 50 - 030-11B-31-051	Sublot 78 - 030-11B-31-079
Sublot 51 - 030-11B-31-052	Sublot 79 - 030-11B-31-080
Sublot 52 - 030-11B-31-053	Sublot 80 - 030-11B-31-081
Sublot 53 - 030-11B-31-054	Sublot 81 - 030-11B-31-082
Sublot 54 - 030-11B-31-055	Sublot 82 - 030-11B-31-083
Sublot 55 - 030-11B-31-056	Sublot 83 - 030-11B-31-084
Sublot 56 - 030-11B-31-057	Sublot 84 - 030-11B-31-085
Sublot 57 - 030-11B-31-058	Sublot 85 - 030-11B-36-028
Sublot 58 - 030-11B-31-059	Sublot 86 - 030-11B-36-029
Sublot 59 - 030-11B-31-060	Sublot 87 - 030-11B-36-030
Sublot 60 - 030-11B-31-061	Sublot 88 - 030-11B-36-031
Sublot 61 - 030-11B-31-062	Sublot 89 - 030-11B-36-032
Sublot 62 - 030-11B-31-063	Sublot 90 - 030-11B-36-033
Sublot 63 - 030-11B-31-064	Sublot 91 - 030-11B-36-034
Sublot 64 - 030-11B-31-065	Sublot 92 - 030-11B-36-035
Sublot 65 - 030-11B-31-066	Sublot 93 - 030-11B-36-036
Sublot 66 - 030-11B-31-067	Sublot 94 - 030-11B-36-037
Sublot 67 - 030-11B-31-068	Sublot 95 - 030-11B-36-038
Sublot 68 - 030-11B-31-069	Sublot 96 - 030-11B-36-039
Sublot 69 - 030-11B-31-070	Sublot 97 - 030-11B-36-040
Sublot 70 - 030-11B-31-071	Sublot 98 - 030-11B-36-041
Sublot 71 - 030-11B-31-072	Sublot 99 - 030-11B-36-042
Sublot 72 - 030-11B-31-073	Sublot 100-030-11B-36-043
Sublot 73 - 030-11B-31-074	Sublot 101-030-11B-36-044
Sublot 74 - 030-11B-31-075	Block B - 030-11B-31-086
Sublot 75 - 030-11B-31-076	Block C - 030-11B-36-045

43196-4

LEGAL DESCRIPTION - EMERALD LAKES, PHASE III

Parcel #1

Situated in the Township of Montville, County of Medina, and the State of Ohio: and being a parcel of land in Lot 70 of said Township; and bounded and described as follows: Beginning at a point in the centerline of State Highway No. 888 (S.R 162) on the Southwest corner of said Lot 70; thence going North 90 degrees East, along the centerline of said S.H. 888 and the South line of Lot 70 a distance of 371.6 Feet; thence North 31 degrees 11' East, through an iron pin set Northeasterly 75.0 Feet and along the Northwesterly line of Interstate Route No. 71, a distance of 2784.5 feet to a point; thence North 44 degrees 17' West along County Highway No. 49 a distance of 327.8 Feet to a pipe; thence North 5 degrees 42' West, along the old centerline of said C.H. 49 a distance of 83.6 Feet to a point on the North line of said Lot 70; thence South 82 degrees 57' West, through an iron pin set Southwesterly 50.0 Feet a distance of 1679.9 Feet to an iron pin set on the West line of Lot 70; thence South 0 degrees 14' West, along the West line of said Lot 70; a distance of 2507.65 Feet to the point of beginning, and containing within said boundaries 68.10 acres of land, be the same more or less, but subject to all legal highways as surveyed by T. J. Hood, January 20, 1961.

PP# 030-11B-36-005

Parcel #2

Situated in the Township of Montville, County of Medina, and State of Ohio: and known as being the Southwesterly part of Lot 63 in said Township; and bounded and described as follows: Beginning at the Southeast corner of said Lot 63 in the center of S.H. 888 (S.R. 172); thence Northerly along the East line of said Lot 63 to a point 200 Feet South of the North Line of said lot; thence Westerly parallel to the North line of said lot a distance of 1115.0 Feet to a point in the East line of land conveyed to Merle E. and Elinor M. Buckingham by deed dated May 27, 1961, and recorded in Volume 285, Page 178 of Medina County Deed Records; thence Southerly along the East line of said Buckingham's land to the South line of said Lot 63 in the center of said S.H. 888; thence Easterly along the South line of said Lot in the center of said road a distance of 1115.0 Feet to the place of beginning; containing within said boundaries 61.81 acres, be the same more or less, but subject to all legal highways.

43196-5

LEGAL DESCRIPTION - EMERALD LAKES, PHASE III Continued

**SAVING AND EXCEPTING FROM THE ABOVE DESCRIBED LAND THE FOLLOWING PARCELS:**

Parcel #3

Situated in the Township of Montville, County of Medina, and the State of Ohio: and being part of Lot 63 in said Township and bounded and described as follows: Commencing at a point in the centerline of S. H. 888, which point is 251.0 Feet North 90 degrees West from the Southeast corner of said Lot, said point being also marked by an iron pin set 30.0 Feet North thereof, on the Northerly line of said highway; thence continuing North 90 degrees West along the centerline of S.H. 888, a distance of 287.0 Feet; thence North 0 degrees East, through an iron pin set 30.0 Feet from the centerline of said highway on the Northerly line thereof, a distance of 350.0 Feet to an iron pin set; thence South 90 degrees East 287.0 Feet to an iron pin set; thence South 0 degrees West, through an iron pin set on the Northerly line of said highway 350.0 Feet to the place of beginning, and containing within said boundaries 2.306 acres of land, as surveyed by T. J. Hood, Registered Surveyor No. 3455, on September 7, 1960, be the same more or less, but subject to all legal highways.

PP# 030-11B-36-004

Parcel #4

The whole of Emerald Lakes Subdivision Phase I as shown by the plat recorded in Plat Book 28, Page 220 of the Medina County Recorder's Records.

Parcel #5

The whole of Emerald Lakes Subdivision Phase II as shown by the plat recorded in document No. 1999PL000143 of the Medina County Recorders Records.

Said parcel being a total of 63.68 Acres after exceptions.

43196-6

MEDINA COUNTY RECORDER  
NANCY ABBOTT

2001OR002459

01-26-2001 2:14 PM ✓

RECORDING FEE: 20.00

DOCUMENT TYPE: DECLAR/PLAT

PAGES: 3

MEDINA COUNTY RECORDER  
NANCY L. ABBOTT

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PAGE OF THIS DOCUMENT.)

## DECLARATION

This Declarations made on the date hereinafter set forth by Montville Limited Liability Company, an Ohio Limited Liability Company, hereinafter referred to as "Declarant."

WHEREAS Declarant is the owner of certain property in the Township of Montville, County of Medina, and State of Ohio, which is more particularly described on the legal description attached hereto as Exhibit A, and

WHEREAS Declarant intends that the foregoing property shall be held, sold, and conveyed subject to:

Declarations of Emerald Lakes Subdivision, Restrictions and Protective Covenants filed with the Medina County Recorder on April 1, 1998 at Volume 1313, Page 552, (Document #738778);

Declaration filed October 6, 1999 at Medina County Recorder's Document #1999OR034380;

First Amendment to Emerald Lakes Subdivision Restrictions and Protective Covenants filed December 1, 1999 at 11:40 A.M. at Medina County Recorder's Document #1999OR040068;

Second Amendment to Emerald Lakes Subdivision Restrictions and Protective Covenants filed December 1, 1999 at 11:40 A.M. at Medina County Recorder's Document #1999OR040069;

Third Amendment to Emerald Lakes Subdivision Restrictions and Protective Covenants filed December 30, 1999 at 3:36 P.M. at Medina County Recorder's Document #1999OR043196;

NOW THEREFORE, Declarant hereby declares for itself and its successors and assigns, including any and all future lot owners in the "Emerald Lakes Subdivision, Phase III", that the real estate described in the attached Exhibit A and any sublots shown on the Plat filed January 19, 2001 at Document No. 2001PL000011 shall be held, sold, and conveyed subject to all of the terms, conditions, and covenants contained in the:

Declaration filed at Medina County Vol. 1313, Page 552;  
Declaration filed Oct. 6, 1999 at Medina County Document #1999OR034380;

First Amendment filed Dec. 1, 1999 at Medina County Document #1999OR040068;

2459-1

Second Amendment filed Dec. 1, 1999 at Medina County Document #1999OR040069;  
and Third Amendment filed Dec. 30, 1999 at Medina County Document  
#1999OR043196,

all of which covenants contained therein are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described premises or any part thereof, and which shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF Montville Limited Liability Company, an Ohio Limited Liability Company, has set its hand the 19<sup>th</sup> day of January, 2001, as its free act and deed and as the fully authorized act and deed of Montville Limited Liability Company.

Signed and acknowledged  
in the presence of:

Brenda J. Lipina  
John P. Malone, Jr.

MONTVILLE LIMITED LIABILITY COMPANY

by: [Signature]  
Timothy J. Powers, General Manager

STATE OF OHIO  
COUNTY OF MEDINA, SS.

Before me, a Notary Public in and for said County and State, personally appeared the above named MONTVILLE LIMITED LIABILITY COMPANY, by Timothy J. Powers, General Manager, who acknowledged that he did sign the foregoing instrument, that he had full authority to sign said instrument and that the same is the free act and deed of said limited liability company and his free act and deed personally as an officer of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Medina this 19<sup>th</sup> day of January, 2001.

Brenda J. Lipina  
Brenda J. Lipina  
Notary Public, Medina County  
My Commission Expires 4/20/2004

Prepared by:  
John P. Malone, Jr., Attorney  
614 W. Superior Ave. #1150  
Cleveland, Ohio 44113 (216) 861-5511

2459-2

Legal Description  
EMERALD LAKES SUBDIVISION, PHASE III

Situated in the Township of Montville, County of Medina and State of Ohio and known as being the whole of Sublot Nos 102 through 159 and Blocks "D" & "E" in Emerald Lakes Subdivision, Phase III, and being part of Montville Township Lot Nos. 63, 69, & 70, as shown by the recorded plat at Medina County Recorder's Document #2001PL000011, be the same more or less but subject to all legal highways.

SL 102	PP# 030-11B-31-103	SL 133	PP# 030-11B-32-039
SL 103	PP# 030-11B-31-104	SL 134	PP# 030-11B-32-040
SL 104	PP# 030-11B-31-105	SL 135	PP# 030-11B-32-041
SL 105	PP# 030-11B-31-106	SL 136	PP# 030-11B-32-042
SL 106	PP# 030-11B-31-107	SL 137	PP# 030-11B-32-043
SL 107	PP# 030-11B-31-108	SL 138	PP# 030-11B-32-044
SL 108	PP# 030-11B-31-109	SL 139	PP# 030-11B-32-045
SL 109	PP# 030-11B-31-110	SL 140	PP# 030-11B-32-046
		SL 141	PP# 030-11B-32-047
SL 110	PP# 030-11B-32-016	SL 142	PP# 030-11B-32-048
SL 111	PP# 030-11B-32-017	SL 143	PP# 030-11B-32-049
SL 112	PP# 030-11B-32-018	SL 144	PP# 030-11B-32-050
SL 113	PP# 030-11B-32-019	SL 145	PP# 030-11B-32-051
SL 114	PP# 030-11B-32-020	SL 146	PP# 030-11B-32-052
SL 115	PP# 030-11B-32-021	SL 147	PP# 030-11B-32-053
SL 116	PP# 030-11B-32-022	SL 148	PP# 030-11B-32-054
SL 117	PP# 030-11B-32-023	SL 149	PP# 030-11B-32-055
SL 118	PP# 030-11B-32-024		
SL 119	PP# 030-11B-32-025	SL 150	PP# 030-11B-31-111
SL 120	PP# 030-11B-32-026	SL 151	PP# 030-11B-31-112
SL 121	PP# 030-11B-32-027	SL 152	PP# 030-11B-31-113
SL 122	PP# 030-11B-32-028	SL 153	PP# 030-11B-31-114
SL 123	PP# 030-11B-32-029	SL 154	PP# 030-11B-31-115
SL 124	PP# 030-11B-32-030	SL 155	PP# 030-11B-31-116
SL 125	PP# 030-11B-32-031	SL 156	PP# 030-11B-31-117
SL 126	PP# 030-11B-32-032	SL 157	PP# 030-11B-31-118
SL 127	PP# 030-11B-32-033	SL 158	PP# 030-11B-31-119
SL 128	PP# 030-11B-32-034	SL 159	PP# 030-11B-31-120
SL 129	PP# 030-11B-32-035		
SL 130	PP# 030-11B-32-036		
SL 131	PP# 030-11B-32-037	Block D	PP# 030-11B-36-061
SL 132	PP# 030-11B-32-038	Block E	PP# 030-11B-31-121

MEDINA COUNTY RECORDER

NANCY ABBOTT

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MEDINA COUNTY RECORDER  
NANCY L. ABBOTT

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**FOURTH AMENDMENT TO THE DECLARATION  
OF RESTRICTIONS AND PROTECTIVE COVENANTS  
FOR  
EMERALD LAKES SUBDIVISION**

*Whereas*, Declarant, Montville, LLC, an Ohio Limited Liability Company, is or was the owner of certain real estate in the Township of Montville, Medina County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property"); and

*Whereas*, under an amendment recorded December 1, 1999, with the Medina County Recorder being number 1999ORO40068 of the Official Records of Medina County, Ohio; and

*Whereas*, the Declaration reserved the right "to amend, change, cancel or add to any or all of the aforementioned provisions when "Developer deemed such a course of action advisable"; and

*Whereas*, the Declarant has now deemed it advisable to amend, change, and add to that Declaration;

*Now Therefore*, Developer shall and does hereby declare that for the benefit of present and future owners, the premises described on Exhibit A are and shall be held, used and occupied, transferred, sold and conveyed subject to the following amendment to the restrictions, conditions, easements, and covenants, which shall run with the land:

- I. Page 552-4, Paragraph 3, as amended on December 1, 1999 shall be deleted and replaced with the following:

**Maximum Annual Assessment.** Beginning with Assessments levied as of January 1, 2001, and annually thereafter, the Board, without a vote of the Owners, may increase or decrease the Annual General Assessment. If the Board increases the Annual General Assessment, then, within Thirty (30) days of notice of such increase, Members in good standing exercising Ten (10%) percent of the voting power of the Association, may petition the Board for a special meeting of the Association to reconsider such increase. At such meeting, the Members in good standing, in person or by proxy, exercising sixty-six and two thirds (66 2/3%) percent of voting power of the Association, may vote to reduce the increase by any amount therein proposed, but not lower than the previous years maximum amount."



STATE OF OHIO            )  
                                  )  
COUNTY OF MEDINA        )        ss,

The foregoing instrument was acknowledged before me this 30th day of January, 2001 by, Timothy J. Powers Officer of Emerald Lakes Homeowners Association, Inc., an Ohio nonprofit corporation, on behalf of the corporation.

Monica Tuma  
Notary Public, State of Ohio

MONICA TUMA  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES  
SEPT. 14, 1999 8-21-05 NT

Instrument Prepared By:  
James A. Matre, Attorney at Law  
Matre & Matre Co., LPA  
9400 Montgomery Road, Suite C  
Cincinnati, Ohio 45242



LEGAL DESCRIPTION - EMERALD LAKES, Phase I

Situated in the Township of Montville, County of Medina, and State of Ohio: And being a parcel of land known as Emerald Lakes Subdivision, Phase I, including Sublots 1 through 47 inclusive, and Block A, and further known as being part of Montville Twp. Lot 63 and 70, and containing 31.0061 acres as shown on the plat recorded in Medina Plat Volume 28, Page 220, be the same more or less, but subject to all legal highways.

Sublot 1	PP# 030-11B-36-010	Sublot 25	PP# 030-11B-31-024
Sublot 2	PP# 030-11B-36-011	Sublot 26	PP# 030-11B-31-025
Sublot 3	PP# 030-11B-36-012	Sublot 27	PP# 030-11B-31-026
Sublot 4	PP# 030-11B-36-013	Sublot 28	PP# 030-11B-31-027
Sublot 5	PP# 030-11B-36-014	Sublot 29	PP# 030-11B-31-028
Sublot 6	PP# 030-11B-36-015	Sublot 30	PP# 030-11B-31-029
Sublot 7	PP# 030-11B-36-016	Sublot 31	PP# 030-11B-31-030
Sublot 8	PP# 030-11B-36-017	Sublot 32	PP# 030-11B-31-031
Sublot 9	PP# 030-11B-31-016	Sublot 33	PP# 030-11B-31-032
Sublot 10	PP# 030-11B-31-017	Sublot 34	PP# 030-11B-31-033
Sublot 11	PP# 030-11B-31-018	Sublot 35	PP# 030-11B-31-034
Sublot 12	PP# 030-11B-31-019	Sublot 36	PP# 030-11B-31-035
Sublot 13	PP# 030-11B-36-018	Sublot 37	PP# 030-11B-31-036
Sublot 14	PP# 030-11B-36-019	Sublot 38	PP# 030-11B-31-037
Sublot 15	PP# 030-11B-36-020	Sublot 39	PP# 030-11B-31-038
Sublot 16	PP# 030-11B-36-021	Sublot 40	PP# 030-11B-31-039
Sublot 17	PP# 030-11B-36-022	Sublot 41	PP# 030-11B-31-040
Sublot 18	PP# 030-11B-36-023	Sublot 42	PP# 030-11B-31-041
Sublot 19	PP# 030-11B-36-024	Sublot 43	PP# 030-11B-31-042
Sublot 20	PP# 030-11B-36-025	Sublot 44	PP# 030-11B-31-043
Sublot 21	PP# 030-11B-31-020	Sublot 45	PP# 030-11B-31-044
Sublot 22	PP# 030-11B-31-021	Sublot 46	PP# 030-11B-31-045
Sublot 23	PP# 030-11B-31-022	Sublot 47	PP# 030-11B-31-046
Sublot 24	PP# 030-11B-31-023	Block A	

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LEGAL DESCRIPTION - EMERALD LAKES, PHASE II

Situated in the Township of Montville, County of Medina and State of Ohio and known as being the whole of Sublot Nos. 48 through 101 and Blocks "B" and "C" in Emerald Lakes Subdivision, Phase II, and known as being part of Montville Township Lot Nos. 63 and 70, as shown by the recorded plat at Medina County Recorder's Document #1999PL000143, be the same more or less, but subject to all legal highways.

Sublot 48 - 030-11B-31-049	Sublot 76 - 030-11B-31-077
Sublot 49 - 030-11B-31-050	Sublot 77 - 030-11B-31-078
Sublot 50 - 030-11B-31-051	Sublot 78 - 030-11B-31-079
Sublot 51 - 030-11B-31-052	Sublot 79 - 030-11B-31-080
Sublot 52 - 030-11B-31-053	Sublot 80 - 030-11B-31-081
Sublot 53 - 030-11B-31-054	Sublot 81 - 030-11B-31-082
Sublot 54 - 030-11B-31-055	Sublot 82 - 030-11B-31-083
Sublot 55 - 030-11B-31-056	Sublot 83 - 030-11B-31-084
Sublot 56 - 030-11B-31-057	Sublot 84 - 030-11B-31-085
Sublot 57 - 030-11B-31-058	Sublot 85 - 030-11B-36-028
Sublot 58 - 030-11B-31-059	Sublot 86 - 030-11B-36-029
Sublot 59 - 030-11B-31-060	Sublot 87 - 030-11B-36-030
Sublot 60 - 030-11B-31-061	Sublot 88 - 030-11B-36-031
Sublot 61 - 030-11B-31-062	Sublot 89 - 030-11B-36-032
Sublot 62 - 030-11B-31-063	Sublot 90 - 030-11B-36-033
Sublot 63 - 030-11B-31-064	Sublot 91 - 030-11B-36-034
Sublot 64 - 030-11B-31-065	Sublot 92 - 030-11B-36-035
Sublot 65 - 030-11B-31-066	Sublot 93 - 030-11B-36-036
Sublot 66 - 030-11B-31-067	Sublot 94 - 030-11B-36-037
Sublot 67 - 030-11B-31-068	Sublot 95 - 030-11B-36-038
Sublot 68 - 030-11B-31-069	Sublot 96 - 030-11B-36-039
Sublot 69 - 030-11B-31-070	Sublot 97 - 030-11B-36-040
Sublot 70 - 030-11B-31-071	Sublot 98 - 030-11B-36-041
Sublot 71 - 030-11B-31-072	Sublot 99 - 030-11B-36-042
Sublot 72 - 030-11B-31-073	Sublot 100-030-11B-36-043
Sublot 73 - 030-11B-31-074	Sublot 101-030-11B-36-044
Sublot 74 - 030-11B-31-075	Block B - 030-11B-31-086
Sublot 75 - 030-11B-31-076	Block C - 030-11B-36-045

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LEGAL DESCRIPTION - EMERALD LAKES PHASE III

Situated in the Township of Montville, County of Medina and State of Ohio and known as being Phase III, in the Emerald Lakes Subdivision, be the same more or less, but subject to all legal highways.

Sublot 102 - 030-11B-31-103	Sublot 133 - 030-11B-32-039
Sublot 103 - 030-11B-31-104	Sublot 134 - 030-11B-32-040
Sublot 104 - 030-11B-31-105	Sublot 135 - 030-11B-32-041
Sublot 105 - 030-11B-31-106	Sublot 136 - 030-11B-32-042
Sublot 106 - 030-11B-31-107	Sublot 137 - 030-11B-32-043
Sublot 107 - 030-11B-31-108	Sublot 138 - 030-11B-32-044
Sublot 109 - 030-11B-31-110	Sublot 139 - 030-11B-32-045
Sublot 110 - 030-11B-32-016	Sublot 140 - 030-11B-32-046
Sublot 111 - 030-11B-32-017	Sublot 141 - 030-11B-32-047
Sublot 112 - 030-11B-32-018	Sublot 142 - 030-11B-32-048
Sublot 113 - 030-11B-32-019	Sublot 143 - 030-11B-32-049
Sublot 114 - 030-11B-32-020	Sublot 144 - 030-11B-32-050
Sublot 115 - 030-11B-32-021	Sublot 145 - 030-11B-32-051
Sublot 116 - 030-11B-32-022	Sublot 146 - 030-11B-32-052
Sublot 117 - 030-11B-32-023	Sublot 147 - 030-11B-32-053
Sublot 118 - 030-11B-32-024	Sublot 148 - 030-11B-32-054
Sublot 119 - 030-11B-32-025	Sublot 149 - 030-11B-32-055
Sublot 120 - 030-11B-32-026	Sublot 151 - 030-11B-31-112
Sublot 121 - 030-11B-32-027	Sublot 152 - 030-11B-31-113
Sublot 122 - 030-11B-32-028	Sublot 153 - 030-11B-31-114
Sublot 123 - 030-11B-32-029	Sublot 154 - 030-11B-31-115
Sublot 124 - 030-11B-32-030	Sublot 155 - 030-11B-31-116
Sublot 125 - 030-11B-32-031	Sublot 156 - 030-11B-31-117
Sublot 126 - 030-11B-32-032	Sublot 157 - 030-11B-31-118
Sublot 127 - 030-11B-32-033	Sublot 158 - 030-11B-31-119
Sublot 128 - 030-11B-32-034	Sublot 159 - 030-11B-31-120
Sublot 129 - 030-11B-32-035	Sublot #D - 030-11B-36-061
Sublot 130 - 030-11B-32-036	Sublot #E - 030-11B-31-121
Sublot 131 - 030-11B-32-037	
Sublot 132 - 030-11B-32-038	



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MEDINA COUNTY RECORDER

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**CERTIFICATION OF AMENDMENTS TO THE DECLARATION OF RESTRICTIONS AND  
PROTECTIVE COVENANTS AND BYLAWS  
FOR  
EMERALD LAKES SUBDIVISION HOMEOWNERS' ASSOCIATION**

**WHEREAS**, the Emerald Lakes Subdivision Homeowners' Association (hereinafter "Emerald Lakes") was formed pursuant to the filing of a Declaration of Restrictions and Protective Covenants and Bylaws, filed for record on April 1, 1998 in Volume 313 Pages 552 et seq of the Official Records of Medina County, Ohio (hereinafter "Declaration"); and

**WHEREAS**, said Declaration and Bylaws were amended (FIRST AMENDMENT) on the 1<sup>st</sup> day of December, 1999 as Document 1999OR040068 of the Official Records of Medina County, Ohio, and

**WHEREAS**, said Declaration and Bylaws were amended (SECOND AMENDMENT) on the 1<sup>st</sup> day of December, 1999, as Document 1999OR040069 of the Official Records of Medina County, Ohio, and

**WHEREAS**, said Declaration and Bylaws were amended (THIRD AMENDMENT) on the 30<sup>th</sup> day of December, 1999, as Document 1999OR043196 of the Official Records of Medina County, Ohio; and

**WHEREAS**, said Declaration and Bylaws were amended (FOURTH AMENDMENT) on the 13<sup>th</sup> day of February, 2001, as Document 2001OR004494 of the Official Records of Medina County, Ohio, and

**WHEREAS**, the Declaration and Bylaws provide that they may be amended or revised by a favorable eighty percent (80%) vote of the owners of the lots shown upon Emerald Lakes' plat on a basis of one (1) vote per platted lot, and

**WHEREAS**, the Bylaws for Emerald Lakes provide that they may be amended, restated, changed or repealed by the affirmative vote of members of not less than a majority of the voting power of Emerald Lakes

**NOW THEREFORE BE IT RESOLVED THAT:**

The undersigned Trustees certify that the residents of Emerald Lakes were notified concerning the amendment to the Declaration and Bylaws

The undersigned Trustees certify that at least eighty percent (80%) of the voting power of Emerald Lakes voted affirmatively to amend the Declaration, attached hereto as **Exhibit "A"**, which the undersigned hereby certifies that such a vote has been obtained and verified on the 14 day of DECEMBER, 2006

The undersigned Trustees certify that at least fifty-one percent (51%) of the voting power of Emerald Lakes voted affirmatively to amend the Bylaws, attached hereto as **Exhibit "B"**, which the undersigned hereby certifies that such a vote has been obtained and verified on the 14 day of DECEMBER, 2006



**AMENDMENTS TO THE DECLARATION OF RESTRICTIONS AND PROTECTIVE  
COVENANTS  
FOR EMERALD LAKES SUBDIVISION HOMEOWNERS' ASSOCIATION**

PART D EMERALD LAKES SUBDIVISION HOMEOWNERS ASSOCIATION, Paragraph 3, of the Declaration is amended to add the following wording

Capital Expense Spending Limit Annual Capital Additions and Improvements and/or Acquisitions (but not maintenance, repairs or replacements) having a total cost of Five Thousand Dollars (\$5,000.00) shall require the affirmative vote of at least a majority of all members of the Association.

PART G: RESIDENTIAL AREA COVENANTS, of the Declaration as changed by the Second Amendment is amended to add the following new paragraphs

Stored or Parked Vehicles. No truck (except pick-up trucks), camper, camper trailer, recreational vehicle, boat, boat trailer, commercial vehicle over 12000 lbs GVWR, motor home, tractor, bus, farm equipment, shall be stored or parked on any driveway or other area in or upon the Emerald Lakes Subdivision property, except that trailers, campers, recreational vehicles, boats, or other large vehicles may be parked on the property behind the front set-back lines or in the confines of the garages. Recreational vehicles, campers, utility trailers and boats may be parked in the driveways for a period not to exceed a total of seventy-two (72) hours for the purposes of cleaning, loading or unloading. If a period longer than seventy-two (72) hours is necessary the Board is to be contacted to obtain approval. Repairs to vehicles are prohibited except if only performed within the garages. No junk or derelict vehicles or other vehicle on which current plates are not displayed shall be kept upon any portion of the Emerald Lakes Subdivision Property

Mailboxes All mailboxes must be in a size, style, and color approved by the Homeowners' Association and be maintained in good condition.

Temporary Structures. No temporary buildings, trailer, recreation vehicle, garage, tent, shack, barn, or any similar structure shall be used, temporarily or permanently, as a residence on any part of the Emerald Lakes Subdivision property. Other temporary structures such as tents used for entertainment purposes will be permitted as long as they are removed within seventy-two (72) hours from placement. Tents for children will be permitted as long as they are removed within thirty (30) days from the time of placement.

Use of Residence. Except as expressly permitted in this Declaration or by rules adopted in accordance with this Declaration, no industry, business, trade or fulltime occupation or profession of any kind, commercial, educational, or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the property of the Emerald Lakes Subdivision, provided, however, that an occupant may use a portion of his or her residence for his or her office or studio, so long as the activities therein shall not interfere with the quiet enjoyment or comfort of any other occupancy and that such use does not result in the residence becoming principally an office, school or studio as distinct

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from a residence. No trade or business may be conducted in or from any residence without the written approval of the Board of the Emerald Lakes Subdivision first being obtained. Such approval may be granted so long as (a) The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the outside of the residence, (b) The business activity conforms to all zoning requirements for the Emerald Lakes Subdivision, (c) The business activity does not involve persons coming onto the Emerald Lakes Subdivision property who do not reside in the Emerald Lakes Subdivision, except by appointment only; (d) The business activity does not involve door-to-door solicitation of the occupants of the Emerald Lakes Subdivision, (e) The business activity is consistent with the residential character of the Emerald Lakes Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Emerald Lakes Subdivision, as may be determined in the sole discretion of the Board of the Emerald Lakes Subdivision; and (f) The business activity conforms with and is consistent with the Medina County zoning regulations. The Board of the Emerald Lakes Subdivision may adopt rules which intensify, relax or amend the prohibitions of this paragraph.

Animals. Dogs are to be kept on a leash when off the homeowner's property and the owner shall dispose of their dog's waste that is deposited in any area that is within fifty (50) feet of any sidewalk or paved street.

Sexual Predator/Habitual Sex Offender. No person who is adjudicated to be a sexual predator or habitual sex offender required to register with the designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same from time to time may be amended, may reside in or occupy a residence for any length of time. Any violation of this restriction to be subject to the owner and/or any occupant of the residence to any and all remedies provided by law as well as this Declaration. The Association shall not, however, be liable to any owner or occupant, or anyone visiting any owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

*Any conflict between the above provisions and any other provisions of the Declaration of Restrictions and Protective Covenants and Bylaws shall be interpreted in favor of the above amendments. Upon the recording of these amendments, only Owners of record at the time of such filing shall have standing to contest the validity of the amendments, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in a court of common pleas within one (1) year of the recording of these amendments.*

**AMENDMENT TO THE BYLAWS  
FOR  
EMERALD LAKES SUBDIVISION HOMEOWNERS' ASSOCIATION**

ARTICLE IV BOARD OF TRUSTEES of the Bylaws is amended by deleting the original paragraph and replacing it with the following new paragraphs 4.02:

10) Board of Trustees Term Limits.

4 02 The persons who are to serve as Trustees of the Association shall be elected at each annual meeting of the Association, for a three (3) year term, and each person so elected shall hold office until his successor is elected and qualified or until his earlier resignation or removal. The number of Trustees that shall constitute the entire Board shall be three (3) or such greater number as may be fixed from time to time by a vote of the Members, provided no reduction in the number of Trustees shall of itself have the effect of shortening such term of any incumbent Trustee Upon the implementation of this amendment, the Trustee getting the greatest amount of votes shall serve a term of three (3) years, the Trustee obtaining the second amount of highest votes shall serve a term of two (2) years; and the Trustee obtaining the least amount of votes shall serve a term of one (1) year. Upon the expiration of the initial term of office of each such Trustee, a successor shall be elected to serve a term of three (3) years Thereafter, all Trustees shall be elected to serve three (3) year terms Should the Board number be increased to five (5), a term of three (3) years shall be synchronized to accommodate the increased number of Trustees with any term having no more than two (2) Trustees occupying said time of service The adjustment of the numbers for purposes of the terms shall not in any way interfere with the term of any incumbent Trustee but may result in the additional Trustees serving less than a three (3) year term for their initial terms.

At any special meeting of the Association duly called, any one or more of the Members of the Board of Trustees may be removed, with or without cause, by a seventy-five (75) percent affirmative vote of the owners, and a successor may then and there be elected to fill the vacancy thus created A Trustee whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting and the purposes thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Trustee who has three (3) unexcused absences from the Board meetings or is delinquent with the payment of an assessment for more than twenty (20) days may be removed by a majority vote of the Trustees at a meeting, a quorum being present.

*Any conflict between the above provision and any other provisions of the Declaration of Restrictions and Protective Covenants and Bylaws shall be interpreted in favor of the above amendment Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in a court of common pleas within one (1) year of the recording of this amendment.*

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