

DECLARATIONS OF COVENANTS AND RESTRICTIONS FOR  
PARKSIDE RESERVE SUBDIVISION WELLINGTON OHIO

This Declaration of Covenants and Restrictions ("Declaration") made this 9th day of May 1997, by Bradley Development Co. Inc., an Ohio Corporation (sometimes hereinafter referred to as "Developer") .

W I T N E S S E T H :

WHEREAS, Developer is the owner of certain real property situated in the village of Wellington, County of Lorain, and State of Ohio, and known as Parkside Reserve Subdivision, recorded in Plat Volume 59, Page I of the Plat Records in the office of the Lorain "County Recorder, a legal description of which is attached hereto, and made a part hereof, and marked as Exhibit "A".

WHEREAS, Developer desires to provide for preservation of the benefits, amenities and values of the Land as hereinafter defined and, in connection therewith, to subject and benefit the Land and Residences to the covenants and restrictions contained herein, and each and all of the same are hereby declared to be for the benefit of the Land, Developer, and future Owners ; and

Whereas, Developer desires in the future to add land and Residences to these Covenants and, Restrictions by reference as if such Land and Residences were originally subject to these Covenants and Restrictions . Said land to be added in the future is : described in Exhibit "B" , and

WHEREAS, it is desirable and necessary for the preservation of the benefits, amenities and values of the Land and the Residences to establish an entity which will be assigned the powers, duties, obligations, and authority for enforcing the terms of this Declaration,

NOW, THEREFORE, Developer does hereby declare that the Land and Residences are and shall be hereafter held, used, owned, occupied, transferred, improved, developed, maintained, soled and conveyed subject to the provisions, conditions, covenants and restrictions in this Declaration, which covenants, provisions, conditions and restrictions shall run with the Land, and all of which shall be binding upon and inure to the benefit of Developer, any future Owner, and all other persons and entities having any rights , title or interest in any part of the Land, together with their heirs personal representatives, successors and assigns. Developer further will form Parkside Reserve Homeowners Association, as an Ohio not-for-profit corporation (hereinafter called the Association) for the purpose of maintaining, administering, and enforcing the provisions of this Declaration.

ARTICLE 1

DEFINITIONS

1.1 Articles. The term "Articles" shall mean the Articles of Incorporation of the Association.

1.2 Assessments. The term "Assessments" shall mean the charges payable by Owners pursuant to paragraph 4.3 of this Declaration. It includes Special Assessments .

1.3 Association. The term "Association" shall mean Parkside Reserve Homeowners Association, an Ohio not-for-profit corporation to be formed by Declarant.

1.4 Association Area The term "Association Area" shall mean these areas of the Subdivision retained by the Association, including entry ways, and any Easement Areas which it is the responsibility of the Association to maintain, as shown on the recorded Plat Map of the Subdivision, or on the Plat map of future Subdivisions divided from the land shown in Exhibit " B", at such time that said Land is made subject to this Declaration by Developer .

1.5 Board. The term shall mean the Board of Trustees of the Association.

1.6 Declaration. The term "Declaration" shall mean this instrument, as the same is from time to time amended as provided herein.

1.7 Developer Control period. The term "Developer Control period" shall mean the period commencing from the date of the execution of this Declaration and ending one year after the date that construction of all Residences on the Lots have been completed, including Residences on additional real estate which Developer may, from time to time, elect to add to the provisions in this Declaration, as provided in this Declaration, or ending fifteen years after the date hereof, whichever is earlier.

1.8 Land. The term "Land" shall mean the real estate from time-to-time subject to the provisions of this Declaration. Initially, the -Land will consist only of that land described in Exhibit attached hereto . It is contemplated that in addition the land described in Exhibit "B" will be made subject to the provisions of this Declaration.

1.9 Lot. The term "Lot" shall mean any plot of land shown upon any recorded plat included with the Parkside Reserve Subdivision by Developer, and any plot of land formed by the division, subdivision, and/or platting of the property described in Exhibit "B" .

1.10 Member. The term "Member " shall mean an Owner , defined below, and a member of the Association.

1.11 Official Approval. The term "Official Approval " shall mean (a)the written approval of the Developer during the Developer Control Period.

1.12 Owner. The term "Owner" shall mean any person or entity who acquires fee simple title to a Lot.

1.13 Plat. The term " Plat" shall mean the drawing describing the Land and easements encumbering the Land and appurtenant to the Land, and any additional drawings filed by Developer with the Recorder of Lorain County, Ohio, as the same may be amended or supplemented from time to time to reflect additions to or withdrawals from the Land, as provided in this Declaration.

1.14 Residences . The term "Residences " shall mean the dwellings from time to time constructed upon any Lot.

ARTICLE 11

COVENANTS AND RESTRICTIONS

2.1 Land Use .

Sublot Nos. 1 through 35 inclusive shall be used solely and exclusively for one free-standing, single, private family residence No tent, trailer, shack, barn, nor any form of living quarters of a temporary nature shall be or permitted to remain on any Lot.

- (b) Sublot Nos. 36 through 41 inclusive shall be used as multiple family residences, with a maximum of four residential Living units on each subplot.
- (c) No industry, business trade, occupation or profession of any kind, whether for commercial , religious, educational, charitable, business or other purposes shall: be conducted, maintained or permitted on any Lot, except that the Developer, or any Builders approved by Developer, may perform or cause to be performed such work as is incident to the completion of Development or improvement of the Parkside Reserve Subdivision, or to the development of, construction upon or sale of Lots owned by the Developer. During the periods of development and construction upon said sublots, the Developer, or Builders approved by Developer, shall be permitted to place a trailer on said sublots, and to use said trailer for office purposes and/or sales purposes .

2.2 Architectural Control. NO Dwelling, building, or other structure shall be erected, constructed, reconstructed, placed, altered or suffered to remain upon any Lot within the property unless and until the plans and specifications showing the size, height, exterior colors , type , materials, or construction thereof and the location of the same shall have first been submitted to the Developer or to an Architectural committee appointed by the Developer and approved in writing by the Developer or by such committee as to: (a) the conformity and harmony of the external design with other Dwellings, (b) the location in relation to surrounding Dwellings and structures, (c) the color, (d) the landscaping scheme and timing of landscaping installation, and (e) the grading topography, the finished ground elevation and the use of any excess fill. Unless otherwise approved in writing by the Developer or such committee: (i) no two adjacent Dwellings shall be primarily of the same exterior color, and (ii) the garage shall be attached to the Dwelling. Every Dwelling , building or other structure erected, constructed, reconstructed, placed, altered or suffered to remain upon any LOC within the property shall be in strict conformity with: (i) the approved plans and specifications with respect thereto, and (ii) the terms and conditions contained in the approval of the Developer or such committee is not in existence or fails to approve or disapprove such plans and specifications within seven (7) days after receipt of a written request for approval, then such approval will not be required provided that the plans and specifications otherwise comply with the provisions of this Declaration. Proposed Grading/Site Plan including utility service line locations and rear yard drain location must be submitted and approved by the Village of wellington prior to the start

of construction. Installation of rear yard drain and the maintenance of the drain and pipe is the responsibility of the lot owner .

2.3 Easements. There has been created and granted on the recorded plat of the Lots, or by separate instrument, easements for installation and maintenance of electric, gas , and communication facilities to the companies named thereon and easements for sewer, water drainage and other easements to Parkside Reserve Homeowners Association and other public authorities or private utility companies . No structure, planting or other material shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and maintenance of such utilities, or which may change the direction of flow of drainage channels, or which may obstruct or retard the flow of water through drainage channels . The easement area of each Lot or Dwelling and all improvements in it shall be maintained continuously by the Owner of the Lot or Dwelling, except for those improvements therein for which a public authority or utility is responsible, or for which Parkside Reserve Homeowners Association is responsible.

Developer hereby reserves to itself and to Parkside Reserve Homeowners Association an Easement over and across the Southwest corner of Sublot No. 36 , for the purpose of installing, maintaining, repairing, and replacing a sign in said Easement area, together with the right to enter onto said Easement are to install, maintain, repair, and replace said sign. Said Easement area shall be approximately 5 feet in width by 5 feet in depth in the Southwest corner of Sublot No. 36. The maintenance and repairs to said sign shall be the responsibility of Parkside Reserve Homeowners Association. This Reservation of Easement shall run with the land .

2.4 Minimum Square Footage. As to Sublot Nos. I through 35 inclusive, the minimum square footage of each Residence, exclusive of any attached garage, basement, porch, deck, and attic area shall be 1450 square feet for a one floor home, and 1550 square feet for either a story and a half home, or a two-story home. Each single-family residence shall in addition have a two-car attached garage.

2.5 Out-Building and Structures. All out-buildings or other structures other than the Residence erected on each Lot shall comply with all side yard and set back requirements . Out buildings shall not be used for garage purposes but may be used for storage of lawn equipment or other similar purposes. Any outbuildings or other structures other than the residence on each lot shall not be larger in size than 150 square feet and said out buildings or other structures must be painted or sided in conformity to the residence and must have shingles on the roof . Each lot shall contain no more than one outbuilding or other structure other than the residence. No short-wave radio transmission towers shall be kept or permitted on any Lot. Communications equipment of unusual size shall not be permitted to be erected on any residence or other structure located on any Lot; provided, however, that nothing in this paragraph shall be construed to prohibit the erection of normal size television and radio reception antennas, or satellite dishes on residences located on any Lot. However, no satellite dish shall exceed twenty-four inches in diameter.

2.6 Screening. All outdoor wood or storage areas, bicycle racks, garbage and trash areas, pumps service meters and HVAC units shall be

appropriately screened from view of adjoining residences, streets by appropriate natural screening.

2.7 Parking and Storage of Vehicles. No commercial vehicle of any kind shall be stored or kept on any Lot. Private automobiles, vans, or three-quarter ton or less pick-up trucks may be stored in a garage or parked in a paved driveway, where incident to the use of such Lot.

2.8 Mowing. The Owner of each Lot shall mow or cause to be mowed, all grass or vegetation thereon to a height of six (6) inches or less. This requirement shall not include decorative landscaping, ground cover, garden plants, vegetable gardens, trees, bushes, or shrubbery.

2.9 Exterior Maintenance. The Owner of each Lot shall reasonably maintain the exterior of each Residence or building located on such Lot.

2.10 Prohibited Activities. (a.) NO noxious or offensive activity, nor any activity which shall be adjudged a nuisance by a court of competent jurisdiction, shall be carried on upon any Lot, nor shall anything be done thereon, either willfully or negligently, which may be or become an annoyance or a nuisance to the other Owners, occupants, or tenants of Parkside Reserve Subdivision.

(b.) No animals, horses, goats, lives tock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

2.11 Compliance by Owners and Correction of Breach of Covenants and Restrictions. Each Owner, tenant, and occupant of a Residence and/or of a Lot shall comply with the terms of provisions of this Declaration, ,the Code of Regulations of the Association and all other reasonable rules and regulations, decisions, and resolutions of the Association, all as lawfully amended from time to time. Failure to comply with any such terms , provisions, rules, regulations, decisions, or resolutions shall be grounds for an action to recover sums due as and for damages and/or for injunctive and/or other appropriate relief.

2.12 Acceptance of Deed. Each Owner, by the acceptance of a deed or other instrument of conveyance, accepts the same subject to all Covenants and Restrictions created, granted, reserved, or permitted by the terms of this Declaration, and all conditions, restrictions, and easements of record. The Covenants and Restrictions herein shall be deemed to be covenants running with the land and shall be binding upon any person at any time having any interest or estate in the land, or any improvements thereon, and shall inure to the benefit of Developer and each Owner as though the provisions hereof were recited and stipulated at length in each and every deed of conveyance.

2.13 Storm Water Retention Area. The Association shall be responsible for the maintenance, repairs, and upkeep of the Storm Water Retention Area, which area is shown in the recorded Plat of Parkside Reserve Subdivision. Such maintenance shall include, but not be limited to the fountains, pumps, the quality of the water, the cost of electricity for lighting and/or pumps, and electrical and pump maintenance.

There shall be no swimming, wading, boating, or fishing permitted within the Storm Water Retention Area, either by Owners or by the Association. Nor shall the Association have any right to use the Storm Water Retention Area for any other recreational or public purpose, such as (but not limited to) walking, jogging, or picnicking.

2.14, Non-waiver of Covenants and Restrictions. No term, covenant, restriction, condition, obligation, or provision contained herein shall be deemed to have been waived or abrogated by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur .

2.15 Term of Restrictions and Covenants . These Restrictive Covenants are to run with the land and shall be binding on all parties and on all persons claiming under them for a period of twenty-five (25) years from the date of recording thereof , after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the sublots of the Subdivision has been recorded, agreeing to change them in whole or in part.

#### ARTICLE 111

#### ASSOCIATION

3.1 Formation of Association. Developer shall cause to be formed an Ohio not-for-profit corporation to be known as Parkside Reserve Homeowners' Association, to provide for the administration, maintenance and care of each Easement Area, and Association Area, and for the enforcement of the covenants and Restrictions contained in this Declaration. Each Owner, upon acquisition of the record title to a Lot shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of the fee simple interest in the Lot, at which time the new Owner holds the fee simple title, so that there shall be one (1) vote for each Lot. If two or more persons or entities own an undivided portion of the fee simple interest in a Lot, each joint owner shall be entitled to exercise that fraction of one (1) vote equal to such joint Owner's fraction of ownership of such Lot.

3.2 Board of Trustees. Until seventy-five percent of the aggregate number of lots which are now, or which in the future will be subject to the terms, provisions, and conditions of this Declaration, have houses fully constructed upon them (and occupancy permits issued), the Board of Trustees shall consist of three (3) persons, all of whom the Developer shall have the right to designate. Thereafter, the Board of Trustees shall consist of three (3) persons, and the Association shall have the right to elect all three (3) members of the Board of Trustees. The Board of Trustees to be elected by the Owners shall be elected by majority vote of the Owners. Each member of the Board of Trustees (other than a member of the Board of trustees designated by Developer) shall be either an Owner or an adult spouse of an Owner who is then residing in the Residence. Except as otherwise specifically provided in this Declaration, all decisions to be made by the Association shall be made by the Board of Trustees . Subject to the rights of Developer during the Developer control period, the Board of Trustees shall exercise the powers , discharge the duties and be vested with the rights conferred upon them by the operation of law and by the terms of this Declaration; provided, however, that in the event any such power, duty or right shall be exercisable by or be

vested in an officer or member of the Board of Trustees solely in such person's capacity of such officer or member, such person shall be deemed to act in that capacity to the extent required to authenticate such person's acts and to carry out the purpose of the terms and provisions of this Declaration. Except as otherwise specifically provided in this Declaration, all decisions by the Board of Trustees shall be made by a majority of the Board of Trustees.

3.3 Administration by Association. Subject to the rights retained by Developer pursuant to this Declaration, the administration of each Easement Area, and Each Association Area, and the administration and enforcement of the Covenants and Restrictions contained in this Declaration shall be by the Association in accordance with the terms and provisions of this Declaration.

3.4 Compliance by Owners. Each Owner, tenant, and occupant of a Residence and/or of a Lot shall comply with the terms and provisions of this Declaration, the code of Regulations of the Association and all other reasonable rules and regulations of the Association and the decisions and resolutions of the Association or its representative, all as lawfully amended from time to time. The failure to comply with any such terms, provisions, rules, regulations, or decisions shall be grounds for an action to recover sums due as and for damages and/or for injunctive and/or other appropriate relief.

#### ARTICLES IV

##### ASSOCIATION ASSESSMENTS

4.1 Assessments. Each Owner (other than Developer) acceptance of a deed to a Lot, hereby agrees to pay to Association: a) the annual assessments levied by Association and b) such special assessments which may be levied by the Association as hereinafter provided. The annual assessments and special assessments may be used to pay Association Expenses. In addition, the annual assessments be used to fund reasonable reserves which may be required pay future Association Expenses .

4.2 Initial Contributions to Association. Developer shall contribute to the Association the amount of \$50.00 each and every Lot sold by Developer. Said amount shall be paid to Association at the time of completion of sale of each Lot sold by Developer.

4.3 Payment of Assessments. Until the Board of Trustees increases or decreases the annual assessment, the annual assessment of each owner (other than Developer) shall be One Hundred and 00/100 Dollars (\$100.00) per Lot. Said Assessment of each Owner shall not be due from each Owner until one year after date of title transfer to each Owner, as to each individual lot. The board of Trustees shall have the right require that the annual assessment be paid in monthly or other periodic installments during the year. Notwithstanding foregoing, Developer shall not be required to pay the annual assessment for any Lots owned by Developer. Each year Board of Trustees will establish a budget setting forth estimate by the Board of Trustees of the Association Expenses for the following year. The annual assessment shall be equal to the estimate of the Association Expenses for the following year, together with a reasonable addition to the reserves the Association. Each Owner (other than Developer) shall be responsible for and

shall pay that portion of the annual assessment equal to the total annual assessment divided by number of Lots within Parkside Reserve Subdivision, exclusive of any Lots owned by Developer.

4.4 Special Assessments. The Association shall have right, by action of its Board of Trustees, from time to time, to "levy special assessments to pay any Association Expense which is extraordinary and non-recurring. Each Owner (other than Developer) shall be responsible for and shall pay portion of a special assessment equal to the special assessment divided by the number of lots within Parkside Reserve Subdivision, exclusive of any Lots owned by Developer. Developer shall not be responsible for the payment of special assessment for Lots owned by Developer.

4.5 Interest. Delinquent assessments shall bear interest at such interest rates as are from time to established by the Association (which interest rate shall exceed the maximum legal interest rate allowed to be charged to an individual under the laws of the State of Ohio then effect) . The Association shall have the right to establish late charge for delinquent payments in addition to interest charges.

4.6 Abandonment. NO Owner shall be exempt liability for such Owner's share of the Association assessments by the abandonment of the Lot.

4.7 Lien of Association. The Association shall have a lien upon the estate or interest in any Lot (except as owned by Developer) and the Residence thereon for the payment of the assessments chargeable against such Lot which remain unpaid for thirty (30) days after the same have become due and payable, together with the interest and late charges assessed in accordance with Section 4.5 hereof. The lien shall take effect from the time a certificate therefor, signed by an authorized officer of the Association is filed with the Recorder of Lorain County, Ohio, pursuant to the authority by the Board of Trustees . Such certificate shall contain a description of the Lot and the name or names of the record Owner or Owners thereof and the amount of such unpaid portion of the assessments . Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgage on real property or discharged by the final judgment or order of the court in an action brought to discharge such lien as hereinafter provided. In addition, the Owner of the Lot shall be personally liable for the assessments chargeable to the Lot for the period of such Owner's ownership of the Lot. NO portion of the Land which does not consist of a Lot shall be subject to a lien for Association assessments.

4.8 Priority of Association's Lien. The lien provided for in this Article 4.7 for Association assessments shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments, and such lien may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association or by any authorized officer of the Association pursuant to the authority given to such officer by the Board of Trustees. In any such foreclosure action, the Owner or Owners of the Lot shall be required to pay a reasonable rental for the Lot and Residence during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect

the same. In any such foreclosure action, the Association, or its agent, duly authorized by action of the Board of Trustees, shall be entitled to become a purchaser of the foreclosure sale.

4.9 Dispute as to Association Assessments. Any Owner who believes that the portion of Association assessments levied with respect to such Owner' s Lot, for which a certificate of lien has been filed by the Association, has been improperly charged against such Lot may bring an action in the Court of Common Pleas for Lorain County, Ohio, for the discharge of such lien. In any such action, if it is finally determined that such portion of the Association assessments has been improperly charged, the Court Shall make such order as is just, which may provide for a discharge of record of all or a portion of such lien.

4.10 Non -Liability for past due Association expenses. If the holder of a first mortgage of record or other purchaser of a Lot acquires title to the Lot as a result of foreclosure of the first mortgage, or if the mortgagee accepts a deed in lieu of foreclosure, then such acquirer of title, its successors and assigns , shall not be liable for the share of the Association assessments levied with respect to such Lot which became due prior to the acquisition of title to same by such acquirer. Such unpaid share of Association assessments shall be deemed to be Association Expenses collectible from all Owners, including that of such acquirer, its successors, and assigns.

4.11 Liability upon voluntary conveyance. In a voluntary conveyance of a Lot, the grantee of the Lot shall be jointly and severally liable with the grantor thereof for all unpaid Association assessments levied with respect to the Lot up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee, therefore. However, any such grantee Shall be entitled to a statement from the Board of Trustees setting forth the amount of all unpaid Association assessments levied with respect to the Lot, and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for any unpaid Association assessment in excess of the amount set forth in such statement for the period reflected in such statement. AS used in this Section " grantor" shall include a decedent, and "grantee" shall include a devisee or intestate heir of said decedent.

4.12 Rights of First Mortgagees. Any first mortgagee of any Lot shall have the right to notify the Association in writing that such mortgagee desires to receive notice from the Association of any delinquency in the payment by the Owner of a Lot which is encumbered by the mortgage held by that mortgagee and upon such written request, the Association shall notify the first mortgagee, if any, to the extent that such Owner is more than ninety (90) days delinquent in the payment of Association assessments.

## ARTICLE V

### INSURANCE

5.1 Maintenance of Liability Insurance. The Association as an Association Expense, shall insure itself, the Board of Trustees, Developer, all Owners and other persons residing with them in the Residences, their tenants, and all persons lawfully in possession of control of the Lots, Residences and Land, against liability for bodily or personal injury or death and for injury to or

destruction of property occurring upon, in or about, or arising from each Easement Area or each Association Area maintained by the Association: such insurance to afford aggregate protection with combined limits of not less than One Million Dollars (\$1,000,000.00) with respect to bodily or personal injury or death suffered by one or more persons and damage to or destruction of property arising out of any one incident.

5.2 Other Insurance. The Association, at the discretion of the Board of Trustees, shall have a right to maintain such property or extended coverage insurance insuring the Association's property and each Association Area and each Easement Area in such amounts, against such perils, for such time periods and under such circumstances as the Association through its Board of Trustees determines is appropriate and in the best interest of Parkside Reserve subdivision.

5.3 Insurance Limitation. Except as is otherwise provided in Section 5 .1, the policies of insurance maintained by the Association pursuant to this Article V, shall not insure against liability for personal or bodily injury or property damage arising out of or relating to the Lots and Residences . Each Owner shall be responsible for obtaining such Owner' s own insurance with respect to such Owner's Lot and Residence and the contents thereof, including the Tree Lawn located on his Lot, and with respect to the Owner' s personal liability to the extent not covered by the liability insurance referred to in Section 5.1.

5.4 Residence Insurance. The Association shall have no responsibility or liability to obtain or maintain any type of insurance upon any Residence and such insurance shall be the sole responsibility of the Owner and the amount, nature and extent thereof shall be determined by the Owner of the Lot upon which the Residence is situated.

5.5 Waiver of Subrogation. To the extent the Association maintains insurance for damage or injury to property upon all or any portion of any Easement Area maintained by the Association and to the extent that the following provision does not invalidate any policy or policies of insurance maintained by the Association, the Association shall and does hereby waive and release Developer and each Owner and their respective officers, agents, families and guests from and against any and all liability for any loss, damage or injury to property resulting from any act or peril covered by such of insurance maintained by the Association.

5.6 Premiums. All premiums paid by the Association for insurance of any kind, nature or description shall be deemed to be an Association Expense.

5.7 Insurance proceeds. Any and all insurance proceeds received by the Association shall be held by the Association and used for the benefit of Parkside Reserve subdivision as the Board of Trustees shall from time to time determine, and no Owner, in such person' s capacity as such, shall have any right in or to any proceeds of such insurance.

## ARTICLE VI

### MISCELLANEOUS

6.1 Amendments. This Declaration may be amended only as follows :

- (a) During the Developer Control period, this Declaration may be amended by Developer for the purpose of adding real property to the Land and

subjecting such additional real property to the provisions of this Declaration by an instrument in writing signed by Developer and/or the purpose of withdrawing real property from the Land and/or from the provisions of this Declaration.

- (b) During the Developer control period, this Declaration may also be amended by the Developer for any other purpose not inconsistent with the development of Parkside Reserve Subdivision as a residential development by an instrument in writing signed by the Developer .
- (c) During the Developer Control period, this Declaration may be amended for any reason other than as set forth in paragraphs (a) or (b) hereof , by an instrument in writing signed by Developer and a majority of the Trustees of the Association.
- (d) After the Developer Control period, this Declaration may be amended by an instrument in writing signed by the Owners not owning less than seventy-five percent (75%) of the total Lots .

Each Owner irrevocably appoints Developer, as Owner's attorney-in-fact, to execute, deliver and vote amendments to this Declaration in accordance with the foregoing, which power of attorney is hereby declared to be coupled with an interest. NO amendment of this Declaration shall be effective unless it is in a recordable form and until it has been filed for record in the office of the Recorder of Lorain County, Ohio .

6.2 Non-liability of Developer. Neither Developer or its directors, officers , shareholders, partners , employees , agents, or representatives shall be liable for any claim whatsoever arising out of or by reason of the omission or failure to act, or any action performed pursuant to any authority granted or delegated to them by or pursuant to the terms of this Declaration, whether or not such claim shall be asserted by any owner, occupant of a Residence, or any person or entity claiming by, through, or under any of them, nor on account of any injury to persons or damage to or loss of cc property wherever located or however caused. Without limiting the generality of the foregoing, the foregoing shall include all claims for or arising by reason of (a) any part of Parkside Reserve subdivision being or becoming out of repair, or containing any defects, patent or latent; (b) by reason of any act or neglect of any Owner, occupant of a Residence, or their respective agents, employees, guests, trustees, members and invitees; (c) by reason of any neighboring property or personal property located on or about Parkside Reserve Subdivision; (d) by reason of the maintenance of interruption of any utility service.

6.3 Limitation of Liability. Each Owner covenants and agrees that no shareholder, partner, director: or officer of Developer, nor any employee or agent of Developer, shall have any liability personally for the performance or observance of any term, covenant, restriction, condition, or provision contained in this Declaration.

6.4 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a residential development .

6.5 Interchangeability of Terms . The singular of any word shall also include the plural of such word, and the masculine gender shall also include the neuter and feminine, as the intent may require.

6.6 Severability. Invalidity of any of the Covenants or Restrictions contained in this Declaration as determined by judgment or court order shall in no way effect any of the other provisions contained herein which shall remain in full force and effect.

6.7 Titles. The titles and headings set forth in this Declaration are for convenience and for reference only and shall not effect the interpretation of any terms, conditions, provisions, covenants and restrictions, representations or warranty contained herein.

6.8 Subordination to Law. The Covenants and Restrictions set forth in this Declaration are and shall be subject to and (only to the extent that the filing of them are more restrictive or stringent than such Covenants and Restrictions) subordinate to all applicable federal, state and local laws, rules, regulations and ordinances pertaining to plating procedures, planning and zoning, building codes, land use, Subdivision Rules and Regulations, and other laws which regulate the development, zoning and construction on land and all appurtenances thereto.

Signed this 9th day of May, 1997.

Signed and Acknowledged  
in the Presence of:

James A. Mackey  
Sally J. Smith

Bradley Development Co., Inc.

By: Richard Beran  
Richard Beran  
President

State of Ohio,

Lorain County, ss

Before me, a Notary Public in and for said County and State, personally appeared the above named Bradley Development Co., Inc., an Ohio Corporation, by Richard Beran, its President, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed, both personally and as such officers and the free act and deed of such corporation.

In Testimony Whereof, I have hereunto set my hand and official seal this 9th day of May, 1997.



*Julie A. Mackey*  
Notary Public  
JULIE A. MACKEY  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires Aug. 2, 1998

Prepared by: ROBERT A. PIAZZA

Exhibit " A "

Situated in the village of Wellington, County of Lorain and State of Ohio and known as being Parkside Reserve Subdivision Number I, as recorded in Plat volume 59, page 1 of Lorain County Plat Records, of part of Original Wellington Township Lot No. 26 and bounded and described as follows: Beginning in the centerline of Jones Road, 60 feet wide, at a point distant North 88 deg. 21' 06" West, 1405.73 feet from the Southeasterly corner of said Original Lot NO. 26; thence North 2 deg. 03' 07" East, 30.00 feet to the Northerly line of Jones Road and the Southwesterly corner of Parkside Reserve street. 60 feet wide, and the principal place of beginning ; thence North 2 deg. 03' 07 " East, 150 00 feet along the westerly line of Parkside Reserve Street to the Southerly line of Parkside Reserve Subdivision Number I; thence North 88 deg . 21' 06" west, 928.3 feet along said Southerly line of Parkside Reserve Subdivision Number 1 to the Southwesterly corner thereof; thence North 13 deg. 17' 50 " East, 399.73 feet along the Westerly line of Parkside Reserve Subdivision Number I to an angle point therein; thence North 31 deg. 38' 54" East, 506.35 feet along said westerly line of Parkside Reserve Subdivision Number 1 to the Northwesterly corner thereof ; thence North 88 deg. 21' 06" East, 660.35 along the Northerly line of Parkside Reserve Subdivision Number 1 to a Northeasterly corner thereof and a point in the Easterly line of Parkside Reserve Street; thence South 2 deg. 03' 07" west, 119 . 79 feet along said Easterly line of Parkside Reserve Street to its curved turnout to the

Northerly line of Lakeside Avenue, 60 feet wide; thence South 88 deg. 21' 06" East, 139.37 feet along said Northerly line of Lakeside Avenue to another Northeasterly corner of the Parkside Reserve Subdivision Number 1; thence South 2 deg. 03' 07" West, 700.02 feet along said Easterly line of the Parkside Reserve Subdivision Number 1 to the Southeasterly corner thereof ; thence North 88 deg. 21' 06" West, 170.00 feet along the Southerly line of Parkside Reserve Subdivision Number I to said Easterly line of Parkside Reserve Street; thence South 2 deg. 03' 07" West, 150.00 feet along said Easterly line of Parkside Reserve Street to the Southeasterly corner thereof and the Northerly line of Jones Road; thence North 88 deg. 21' 06" West, 60.00 feet along said Northerly line of Jones Road and the Southerly line of said Parkside Reserve Street to the Southwesterly corner thereof and the principal place of beginning, containing 19 . 3039 acres of land, 3 . 8877 acres of which is in the right-of -ways of Parkside Reserve Street, Lakeside Avenue and Findley Avenue, according to a survey in April 1997, by Giles Nelson, Ohio Surveyor No. 4630, be the same more or less .

Exhibit "B"

Situated in the Village of Wellington, County of Lorain, State of Ohio, and known as being part of Original Wellington Township Lot No. 26, bounded and described as follows.

Beginning at the point of the intersection of the centerline Of State Route 58, (60 feet wide) and the centerline of Jones Road, (60 feet wide) ; thence North 88 deg. 21' 06" West, 1405.73 feet along said centerline of Jones Road to a point therein; thence North 02 deg. 03' 07" East, 30.00 feet to the Southeasterly corner of Sublot No. 22 in the Findley Forest Meadows Subdivision as recorded in Plat Volume 29, page 33 of Lorain County Map Records , and the principal place of beginning; thence North 02 deg. 03' 07" East, 150 .00 feet along the easterly line of said Sublot No . 22 to the Northeasterly corner thereof; thence North 88 deg. 21' 06" West, 1, 074.41 feet along the Northerly line of said Findley Subdivision to the Northwesterly corner of Sublot No . 8 therein; thence South 11 deg. 38' 56" west, 152.32 feet along the Westerly line of said Sublot No. 8 to the Southwesterly corner thereof, being also a point in said Northerly line of Jones Road; thence North 88 deg. 21' 06" west, 60.93 feet along said Northerly line of Jones Road to the Southeasterly corner of Sublot No. 7 in said Subdivision; thence North 11 deg. 38' 56" East, 152.32 feet

along the Easterly line of said Sublot NO. 7 to the Northeasterly corner thereof; thence North 88 deg. 21' 06" West, 515.00. feet along said Northerly line of said Subdivision to a point in the easterly line of land conveyed to the Sterling Foundry Company by deed recorded in volume 835, page 461 of Lorain County Deed Records; thence North 11 deg. 28' 52<sup>n</sup> East, 875.53 feet along said Easterly line of land so conveyed to the Sterling Foundry Co. to the southwesterly corner of a 6.08 acre parcel of land conveyed to the Village of Wellington, known as Parcel No. 18- 026-101028; thence South 88 deg. 21' 06" East, 517.53 feet along the Southerly line of said land conveyed to the Village of Wellington to the Southeasterly corner thereof; thence North 11 deg. 38' 56" East, 524.88 feet along the Easterly line of said land conveyed to the Village of Wellington to the Northeasterly corner thereof; thence North 89 deg. 38' 07 West; . 521.24 feet along the Northerly line of said land so conveyed to the Village of wellington to the Northwesterly corner thereof and said Easterly line of land so conveyed to the Sterling Foundry Co. ; thence North 11 deg. 28' 52" East, I, 213 . 55 feet along the Easterly line of said land so conveyed to the Sterling Foundry Co. to the Southwesterly corner of land conveyed to Michael A. and Sarah A. Duerk by deed dated May 14, 11987, and recorded in Volume 1421, Page 208 of Lorain County Deed Records; thence South 88 deg . 46' 30" East, I, 100.30 feet along the Southerly line of said land so conveyed to Michael A. and Sarah A. Duerk to the Southeasterly corner thereof; thence North 1 deg. 24' 30" East, 367.00 feet to the center line of Kent Road (60 feet wide) ; thence South 88 deg. 46' 30<sup>n</sup> East, 395.00 feet along the said centerline of Rent Road to the Northwesterly corner of land known as Parcel NO. 18-00-026-101-008; thence south 01 deg. 24' 30" West, 267.00 feet to a point in a Northerly line of land conveyed to Charles P. and Deloris A. Denisi by deed recorded in Volume 346, Page 472 of Lorain County Deed Records; thence North 89 deg. 08' 53<sup>n</sup> West, 60.00 feet along a Northerly line of said land so conveyed to Charles P. and Deloris A. Denisi to a Northwesterly corner thereof; thence South 02 deg. 03' 07 west, 902.12 feet along the westerly line of said land so conveyed to Charles P. and Deloris A. Denisi to the Southwest corner thereof; thence South 88 deg. 41' 36<sup>11</sup> East, 20 .00 feet along the Southerly line of said land so conveyed to Charles P. and Deloris A. Denisi to a point; thence south 02 deg. 03' 07<sup>n</sup> west, I, 771.90 feet to a point in said Northerly line of the Findley Forest Meadows Subdivision as so recorded; thence North 88 deg. 21' 06<sup>n</sup> west, 170.01 feet along said Northerly line of the Findley Forest Meadows Subdivision to the Northwesterly corner of Sublot No. 23 therein; thence South 02 deg. 03' 07" West, 150.00 feet along the Westerly line of said Sublot No. 23 to a point in the said Northerly line of Jones Road to a point therein; thence North 88 deg. 21' 06<sup>11</sup> west, 60.00 feet along the said Northerly line of Jones Road to the principal point of Beginning, and containing 95 .4548 acres of land according to a survey by Eric J. Nelson P.S. #7348, in October of 1996, be it the same more or less. Excepting therefrom 19 .3039 acres of land, which land is described , in Exhibit "A" attached and incorporated herein by reference.