

RE : PLAT 2006-86

**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE RESERVE AT EAGLE CREEK PHASE I** ✓

Whereas, Reserve at Eagle Creek Development Corp, an Ohio corporation for profit with offices at 10680 Freedom St., Garrettsville, Ohio 44231, hereafter referred to as the "Developer" is the Owner of land know as The Reserve at Eagle Creek (the "Property") see Exhibit A attached hereto made a part hereof located in the Village of Garrettsville, County of Portage, State of Ohio, which is being developed into a residential community of detached single family homes, and

Whereas, the Developer deems it necessary for the preservation of the values, general welfare of the future lot purchasers and residents within said property, aesthetic harmony, and presentation and control of amenities within said community to impose and to provide restrictions, covenants, easements, and limitations upon the land within said subdivision ("Declaration").

Therefore, for the benefit of each and every purchaser of lots in the Property and in conformity with the general plan of development for the Property, each Lot shall be held, sold and conveyed subject to these easements, covenants, conditions and restrictions which shall be binding upon all subsequent Owners thereof, their heirs, executors, administrators, successors and assigns, and which easements, covenants, conditions and restrictions shall run with the land.

**A. DEFINITIONS**

- 1) Architectural Review Committee: A board established and empowered by this Declaration for the preservation of property values and the residential character of the Property.
- 2) Homeowners' Association: A not-for-profit corporation created for the purposes of exercising all of the responsibilities contained in this Declaration.
- 3) Owner: Any party holding fee simple title of record to any Lot including any party selling that interest by land contract but excluding any party holding an interest merely as security for the performance of an obligation.
- 4) Improvements: All buildings, accessory buildings, outbuildings and garages, overhead, above ground and underground installations including, but not limited to utility facilities and systems, lines, pipes, wires, towers, cables, conduits and poles; antennae and satellite dishes; flagpoles; swimming pools and tennis courts; slope alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, awnings, patios and porches; planted trees, hedges, shrubs and other forms of landscaping; air conditioning units and all other structures of every type, or any addition thereto.

**B. PURPOSES**

The protective Covenants are declared to be in furtherance of the following purposes:

- 1) The compliance with all zoning and similar governmental regulations,
- 2) The promotion of health, safety and welfare of all Owners and residents of the Property,
- 3) The preservation, beautification and maintenance of the Property and all Improvements, therein,
- 4) The preservation and promotion of environmental quality, and
- 5) The establishment of requirements for the development of the Property relating to land use, architectural features and site planning.

#### C. RESTRICTIONS ON USE OF LOTS

All lots conveyed shall be used for single family residence purposes only and only one dwelling shall be permitted on each lot. The single family premises shall be used for private residence purposes only. No business, commercial sales, professional, manufacturing or other enterprise shall be conducted on any lot. No accessory buildings will be permitted without the pre-approval of the Architectural Review Committee which may grant or refuse to grant its permission in its sole discretion. In considering these matters the board shall take into consideration as to style, aesthetics, placement, exterior finishes and compatibility with surrounding buildings.

#### D. APPROVED STYLES

Single family dwellings shall meet the following requirements and may be one, one and a half (or Cape Cod), or two stories of traditional design:

- 1) A one story dwelling is a structure with the living area being the first floor space only.
- 2) A story and a half (Cape Cod) dwelling is a structure, the living area of which is on two levels connected by a stairway. The upper level is constructed within the global portion of the roof. Window penetrations are made by the use of dormers.
- 3) A two story dwelling is a structure, the living area of which is on two levels connected by a stairway.
- 4) A-frame style homes, domes, log homes or other unusual styles are specifically prohibited.

#### E. LIVING AREA REQUIREMENTS

The "living area" of any dwelling shall not be less than the square footages hereinafter set forth or as authorized by the Garrettsville Village.

"Living area" shall not include garages, attics, basements, breezeways, patios, or any enclosed areas not heated for year round living. That portion of a basement which is exposed at ground level due to a sloping lot completed to a living area with full windows and door may count as 25% of the first floor area.

- 1) The living area of any dwelling shall be computed on the outside foundation

measurements of the first floor. In the case of Cape Cod design, the second floor area shall be computed from the outside dimension of the knee walls.

- 2) The minimum square footage for each of the aforementioned designs computed as above described, shall be:
  - 1) Ranch 1,800 Sq. Ft.
  - 2) Cape Cod 2,000 Sq. Ft.
  - 3) Colonial 2,000 Sq. Ft.
- 3) The Developer reserves the right to make minor variances in the above figures if, in its opinion, the intent of this section is maintained.

#### F. ARCHITECTURAL REVIEW COMMITTEE

- 1) Immediately after the recording of this Declaration, Developer shall function as the Architectural Review Committee.
- 2) So long as Developer owns one or more Lots, Developer shall have the right to appoint all members of the Architectural Review Committee or at the Developers option; they may function as the sole member of the committee. After Developer no longer owns any Lots; the Owners shall have the right to select members of the Committee by simple majority vote of all Owners based on one vote per lot.
- 3) Before any Owner may start or permit the construction or installation of any Improvement on a Lot, the Owner shall first submit to the Architectural Review Committee for approval three (3) complete sets of building plans (one of which will be permanently retained by the Architectural Review Committee) for the proposed Improvement. The Architectural Review Committee shall approve, reject or modify the plans in writing sent to the Owner not more than 14 days after the plans are submitted to the Committee. During construction or installation of any Improvement on a Lot, the Owner of that Lot shall cause the Lot to be kept free of unsightly accumulations of rubbish and scrap and shall cause all construction materials and any temporary structures to be maintained in a neat and orderly manner. All of those materials shall be removed from the lot promptly after completion of the construction or installation.

The Committee shall not unreasonably withhold approval of any plans that conform in everyway with this Declaration and with the general character of the development on neighboring Lots within the Property. If the Committee fails to approve, disapprove or modify the plans within the above 14 day period, the Committee's approval shall be deemed to have been given, and no further permission shall be needed before the Improvements described in those plans may be constructed.

- 4) All Improvements on any Lot shall be started within one year after the date they are approved under this Section and shall be completed within a reasonable time after the beginning of construction or installation, but in no event shall construction exceed one year in duration. This section shall not apply to a Lot adjacent to the Lot on which an Owner has constructed a dwelling and which is owned by the same Owner solely for the purpose of creating a larger land area.
- 5) No building shall be constructed on any Lot unless its external design, color,

materials and style has the approval of the Architectural Review Committee in its sole discretion.

- 6) Neither Developer, the Architectural Review Committee nor any member of the Committee, nor any agent of the Developer or the Committee, shall be liable under this Section for a variance granted to any third party on account of:
  - a. any defect in plans or specifications submitted, revised, approved or rejected in accordance with the terms of this Declaration or for any structural or other defects in any work done according to those plans and specifications;
  - b. the granting, modification or denial of any application or variance requested in accordance with this Declaration; or
  - c. The development of any part of the Property.
- 7) No construction of any dwelling shall be performed on any Lot except by builders who have first been approved by the Architectural Review Committee to maintain the quality of homes in the subdivision by permitting construction only by contractors who have, in the Architectural Review Committee's judgment, the ability and experience to build fine quality, customer homes in accordance with the Architectural Review Committee's general plan for the Property. The Developer, while acting in the capacity of the Architectural Review Committee may reject a builder on the basis of past business dealings which may cause a conflict in the view of the Developer.
- 8) All plans submitted shall be drawn to  $\frac{1}{4}'' = 1' - 0''$  or  $\frac{1}{8}'' = 1' - 0''$  scale, shall show all major finish materials, windows, doors, shutters, chimneys and other architectural details and shall call out materials and colors specified. Each set of plans shall include a site plan drawn to  $1'' = 20' - 0''$  or  $1'' = 30' - 0''$  scale showing all streets, grades, drainage, drives, set backs, underground utilities, fencing, light poles, screening, lot number, scale, and north arrow. The site plan must comply with the Developer's master plan, regarding location of houses, driveways and accessory buildings if permitted. The Architectural Review Committee approval of such plans and specifications shall not be withheld if said reviewing authority in its discretion finds that the same comply with the requirements of this Declaration and with the general plan development.
- 9) The Architectural Review Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:
  - a. Failure to include information in such plan and specifications as may have been reasonably requested,
  - b. Objection to the architectural design of the building,
  - c. Objection to the grading and/or site plan,
  - d. Objection to the color scheme, finish, proportions, style of architecture or height or any proposed building or a design that is substantially the same as any other within four (4) lots in either direction of the proposed house. The determination of "Substantial Duplication" will be made by the Architectural Review Committee using the following criteria: 1) color; 2) roof configuration; 3) window and door placement; 4) reverse plans; and 5) house silhouette and 6) exterior elevations.
  - e. Any other matter which, in the judgment of the Architectural Review

Committee, would render the proposed building not to be in harmony with the general development.

- 10) If, in the opinion of the Architectural Review Committee, by reason of the shape, dimensions and/or topography of any of the Lots or any other reason satisfactory to the Architectural Review Committee, the enforcement of the provision hereof with respect to the location of the home or any other matter set forth herein, would work a hardship, the Architectural Review Committee may modify these restrictions with respect thereto so as to permit different restrictions on any such lot, if in the Architectural Review Committee's judgment, such modification will not do material damage to abutting or adjacent Lots.
- 11) In any case where the Architectural Review Committee shall disapprove of any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions; such disapproval or qualified approval shall be accompanied by a general statement of the grounds upon which such action was based. In any such case, the Architectural Review Committee may, if requested, make reasonable efforts, such as suggestion sketches, in order to assist and to advise the applicant so that an acceptable proposal can be prepared and submitted for approval.

#### G. HOMEOWNERS' ASSOCIATION

- 1) Membership: Every Owner shall be a Member of the Association.
- 2) Voting Rights:
  - a. Class "A" Members are those Owners other than the Developer, and the Owner(s) of each lot has/have 1 vote per lot.
  - b. Class "B" Member is the Developer and which shall have 4 votes for every unsold lot proposed in the entire Community as shown on the Preliminary Plat.
- 3) Privilege: Each member is hereby granted an Easement of Enjoyment over all the Common Areas of the Property, subject to such restrictions as may be contained within the document(s) creating such common areas, and over all common areas owned and maintained by the Association, subject to such restrictions as may be adopted by the Association and subject to all restrictions of record upon filing of the final plat of the sub-division.
- 4) Responsibilities: Each member shall assume responsibilities, which, if not discharged, shall become a lien upon the Member's Lot. These responsibilities shall include, but no necessarily be limited to:
  - a. Paying an annual assessment which is established at the rate of \$20.00 per month (payable quarterly) for the 2006, but which may be increased by a majority vote of the members from time-to-time.
  - b. Paying any special assessments for capital improvements as may be levied by the Association, provided that such special assessments have the approval of two-thirds (2/3) of the Class "A" or the Class "B" Members.

#### H. ENFORCEMENT AND REMEDIES FOR BREACH OF THE PROVISION OF

## THIS DECLARATION

- 1) Developer, the Architectural Review Committee, the Homeowners' Association and/or Owner shall have the right to enforce the Protective Covenants in law or in equity by prosecuting or proceeding against the party or parties violating or attempting to violate any one or more of the Protective Covenants. This right of enforcement shall include the right to recover damages and/or to seek injunctive relief to prevent or remove the violation of any one more of the Protective Covenants.
- 2) Any action or omission which violates any provision of this Declaration is declared to be a nuisance. Every remedy allowed by law or equity against an Owner shall be applicable in case of any such violation and may be exercised by Developer, the Architectural Review Committee and/or any other Owner.
- 3) In addition to the rights stated in Sections 1 and 2 above, the Developer, so long as it owns one or more Lots, and/or the Architectural Review Committee, shall have the right to enter upon any part of the Property at any reasonable time to inspect for a possible violation of the Protective Covenants. Where the inspection shows that a violation of the Protective Covenants exists, Developer and/or the Committee shall then have the right to abate and to remove or correct any structure, thing or condition causing the violation at the expense of the Owner of the Lot where the violation exists, without any liability to the Owner for trespass or any other claim resulting from the entry an or corrective measure. The Owner agrees to reimburse the Developer and/or the Committee within 30 days of receipt of notification for any expenditure in connection with the remedy and or corrective measure.
- 4) The remedies specified in this Section are cumulative and do not preclude resort to any other remedy at law or in equity by any party adversely affected by any violation of the Protective Covenants.
- 5) In any proceeding for the enforcement of any provision of this Declaration or for the restraint of a violation of any such provision, the losing party shall pay all of the attorney's fees and court costs of the prevailing party in such amount as may be forced by the Court in the proceedings. Interest on unpaid liens shall be charged at the rate of ten (10%) per annum.
- 6) No delay or failure on the part of any aggrieved party to pursue any available remedy with respect to a violation of any provision of this Declaration shall be held to be a waiver by that party, of or an estoppels of that party to assert any right available to the party upon the recurrent or continuation of the violation or the concurrence of any different violation. No provision of this Declaration shall be construed so as to place upon the Developer or any other aggrieved party any duty to take any action to enforce this Declaration.

### I. DESTRUCTION OF OR DAMAGE TO PROPERTY

- 1) In the event of destruction or damage to the property exterior, either in whole or part, the Owner shall cause the destroyed or damaged improvements to be removed, replaced or repaired within 120 days of the occurrence. Any repair or

replacement shall be subject to the provisions of this Declaration.

- 2) All Owners shall be responsible for costs incurred to repair or to replace damaged curbs or gutters along the front of each lot due to construction vehicles or any negligence during the construction period.

#### **J. LOT RESTRICTIONS**

- 1) No single-family dwelling may be constructed on less than one (1) of the original development lots.
- 2) Side yards: Each building shall have a side yard along each lot line of a minimum of ten (10) feet. The side yard nearest the street on any corner lot shall have a width as designated by the Developer. Any yard dimensions not specified shall be as designated by the Developer.
- 3) Front Yard: Each building shall have a minimum front yard of forty (40) feet and a maximum of fifty-two (52) feet. Any double front lot shall have a minimum of forty (40) feet. Any yard dimensions not specified shall be as designated by the Developer.
- 4) Rear Yard: Each building shall have a rear yard of a minimum of twenty (20) feet. Any yard dimensions not specified shall be as designated by the Developer.
- 5) Lot Grading: All topsoil to be striped and piled prior to basement digging. All excess earth or dirt resulting from grading and/or excavating of lots for construction shall be removed from each such lot by the time landscaping is completed. No excess excavated material shall be removed from the development without Developer's permission, as it may be required for proper grading elsewhere within said development.
- 6) Tree Removal: Prior to the removal of any trees or natural growth on any lot each Owner shall submit to the Developer, for approval, a site plan which specifies the area where trees and natural growth are to be removed, but no trees or natural growth shall be removed from any open space easement area at any time.
- 7) Underground Utilities: All electrical, television, or telephone cables and facilities which are to extend from the street abutting a Lot to any house, buildings, or other structure located on the Lot shall be placed underground. All gas lines are to be at least 12" below grade.
- 8) Landscaping/Lawns/Sidewalks/Driveways and Curbs: Owners will have their Lot landscaped prior to occupancy of the home except homes occupied between November 1 and April 1, in which case the landscaping shall take place within thirty (30) days of weather permitting after occupancy. This shall include installation of the common sidewalk across the front and or side of each lot connecting each lot as specified by Developer; to Garrettsville Village specifications. All driveways shall be paved with concrete prior to occupancy of the home.

#### **K. BUILDING AND IMPROVEMENT RESTRICTIONS**

- 1) Roof Slope Requirement

The minimum roof slope on all buildings homes shall be 8/12 except in the case of (a) porches, (b) bay windows and (c) other items similar to (a) and (b) as determined by the Architectural Review Committee. No roof shall exceed 12/12 in slope.

2) Garages

- a. Accessory garages are permitted in the Subdivision, subject to approval of the Architectural Review Committee as specified above. All criteria, such as style, color, roof pitch that applies to residences will apply to garages.
- b. The garage may be under the living area of the home or in the basement area. Garage doors shall be a raised panel or other decorative type pattern, with windows. No smooth surface doors are permitted. In no event shall the attached garage be smaller than a two (2) car, minimum of 20' x 20'. Each new garage building shall have a side hinged door that is a minimum of 2'-6" wide by 6'-8" inches high that leads directly to the outside.

3) Exterior

All dwellings and attached structures with foundation walls exposed above finished grade shall be faced with brick or stone on all elevations visible from street. Corner lots may require two or three sides to be covered. Each side of the building must have at least two windows.

All siding materials and colors shall be subject to the approval of the Architectural Review Committee. All dwellings must have a minimum of 25% stone or brick on the front elevation.

All roofs shall preferably be fitted with ridge vents rather than roof caps. Roof caps, however, may be permitted if they are not visible from any subdivision street.

4) Gas

The property shall be an all gas development (as of the date of this agreement the current provider being KECA). Each home shall have, as a minimum a gas-fired furnace and water heater.

5) Mailboxes

All lots will be required to have identical mailboxes and posts as specified by the Developer. The mailboxes shall be Step 2 stone gray rural mailboxes (SKU#53200). The stand shall be mounted on a 4"x 4" pressure treated wood post set in concrete. All SKU numbers are as specified by Garrettsville Hardware Store, Garrettsville, Ohio but may be purchased elsewhere. In the event that the product becomes unavailable, the developer shall specify a substitute. The Owner will be responsible for the costs of the mailbox and post and their installation.

6) Private Sidewalks

All dwellings shall have a hard surfaced sidewalk from the front or main entrance to the driveway. This sidewalk shall be constructed of concrete, pavers or other approved materials. No sidewalk shall be constructed of asphalt.

7) Retaining Walls

Retaining walls are improvements as defined by the Declaration.



**8) Condenser Units**

Condenser units, if at all possible, shall be located at the rear of the house. If locate elsewhere, they shall be screened with landscaping or with fences as provided herein.

**9) Shade Trees**

Each Owner shall, at his expense, furnish and install at least two (2) living shade trees with a minimum caliper of 2" upon each Sublot at such locations as are approved by the Design Review Committee, unless the Committee determines that the Sublot has sufficient existing shade trees. Such trees shall be selected from the following varieties: Littleleaf Linden, Crimson King Maple, Summer Shade Maple, Sugar Maple, October Glory Maple, Red Sunset Maple, London Planetree, Read Oak, Shumardi Oak and Sweet gum.

**L. PROHIBITED ACTIVITIES**

The following uses and activities shall be prohibited.

- 1) Industrial, Professional or Manufacturing Business or other enterprises of any kind.
- 2) Commercial or Agricultural Uses.
- 3) Mining or extraction of any materials, including the removal sand or gravel, provided, however, this restriction shall not prohibit the removal of any material in connection with the development of the property for permitted uses.
- 4) Animals: The keeping, raising and harboring of cattle, swine, fowl, livestock, other farm animals or any other animals not normally kept as household pets. Nothing in this restriction shall prohibit the keeping of house pets provided they are not kept, bred, or maintained for commercial purposes or kept in a manner so as to constitute a nuisance. Outside animal pens will not be permitted. All pet owners shall remove any waste left by their pet in order to maintain the cleanliness of the property and its common areas.
- 5) Temporary Structures: Including but not limited to trailers, basements, or incomplete houses, shacks, garages, or other outbuildings of any kind provided, however, that this restriction shall not prohibit trailers and temporary structures used in connection with the development of the property.
- 6) Sign: Erection or maintenance of any signs, billboards, banners, streamers or advertising devices of any kind except (a) temporary signs offering premises or household goods for sale, (b) political signs and (c) contractors' signs during development. Nothing herein contained shall limit the developer's right to place an entry sign or sign to the development. The site, design and location of said signs shall be within the discretion of the Developer.
- 7) Nuisances and noxious odors or offensive activities of any kind.
- 8) Boats, Campers, etc.: Storage of mobile homes, trailers, commercial trucks, boats, campers, motor homes, trailers, machinery, equipment boats and unlicensed or un-working vehicles, unless such is not in view from street or any residence. In no event shall the vehicle be stored in front of the building

line. Nothing herein contained shall limit the use of trucks, trailers or equipment during construction.

- 9) **Fences:** No fence of any kind or for any purposes other than those described below shall be erected, placed, or suffered to remain on any lot nearer to the street or highway upon which the lot faces or abuts than the front building line, or front building line, or front building line and side building line in the case of corner lots, of the residence. No chain link fences or wire fences, or fences of any material over six (6) feet in height shall be permitted. All swimming pools must be enclosed by a fence that shall otherwise conform to these restrictions. In connection with the construction of any fence authorized by the Garrettsville Village Zoning, the side of the fence closer to an adjacent property line and facing outward from the yard being fenced, shall be the smooth finished side, and all horizontal, diagonal or supporting members shall be on the interior side of such fence. Notwithstanding other provisions of the Garrettsville Village Zoning, barrier fences, without open space of at least the required minimum percentage, shall not be allowed. These prohibitions shall not apply to fences installed by the Developer for the enhancement of the development. Fences (1) no greater than 3'6" in height nor more than 6' in overall length with at least 50 % open space for the purpose of screening utility boxes or other installations, or (b) no greater than 3'6" in height without any specific limitation on length with at least 50% open space for decorative purposes, may be located closer to the street than permitted above. All fences are subject to the approval of the Architectural Review Committee.
- 10) **Garbage:** All garbage or trash containers shall be placed indoors or placed in screened areas so that they shall not be visible from the street or adjoining properties.
- 11) **Alcohol:** No spirituous or fermented liquor shall be manufactured or sold, either at wholesale or at retail, on any residential premises and no place of public entertainment or resort of any character shall be established, conducted, or suffered to remain on any residential premises.
- 12) **Site Lighting:** Site lighting which interferes with the comfort, privacy, or general welfare of adjacent lot Owners is prohibited. All site lighting including security lighting is subject to approval by the Architectural Review Committee prior to installation.
- 13) **Lot Maintenance:** No unsightly growth shall be permitted to grow or remain upon any Lot and no refuse, or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.
- 14) **Antennas:** No radio towers or overhead wires shall be permitted except antennas attached to a structure and extending not further than five feet above the roof of each structure. Satellite TV dishes greater than 18" in diameter are not permitted. Satellite dishes less than 18" in diameter are to be located on the ground, if possible, be less than 48" in height and be landscaped so as to be not visible from the street or from any adjacent Lot.
- 15) **Pool:** Above ground pools will not be permitted on any lot.
- 16) **Toxic and Hazardous Materials:** No toxic or hazardous materials other than those normally associated with household use may be stored on the Property.

#### **M. EASEMENTS**

All the lots and land in this development are subject to all easements and right of way of record.

#### **N. PROPERTY MAINTENANCE**

- 1) All common areas, open space, walking paths, retention ponds, drainage ditches, entrance way, landscaping, open space easement areas shall become the responsibility of the Homeowners Association to be maintained in a manner so as to preserve the property values, including but not limited to the payment of real estate taxes and ground maintenance on areas other than those contained within individual building lots.
- 2) All exterior improvement to the homeowner's lots and dwellings shall be maintained in a manner as to preserve property values and be visually attractive.
- 3) All exterior celebration and/or holiday decorations shall be permitted 30 days prior and 30 days after the subject celebration and/or holiday.

#### **O. LOT SUBDIVISION**

No lot in this subdivision shall be subdivided or divided, unless or until the plot showing such proposed subdivision or division shall have been submitted to and approved in writing by the Architectural Review Committee. No such approval may allow the creation of an additional building lot (s) or access road (s).

#### **P. LOT GRADES**

Developer reserves the right to establish grades and slopes on the premises in the subdivision 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 lot on either side having due regard for natural contours and drainage of the land.

#### **Q. GENERAL PROVISIONS**

- 1) All of the restrictions above shall apply to all Land within the platted area of the plat and subsequent additions thereto, if any.
- 2) All mineral rights will be retained by the Developer.
- 3) Invalidity of any provision hereof by judgment or court order shall in no way effect the remainder of the provisions hereof, which provisions shall remain in full force and effect.
- 4) As used in this Declaration and when required by the context, each number (singular or plural) shall include all numbers and each gender (masculine,

feminine or neuter) shall include all genders.

- 5) The terms easements, covenants, conditions, and restrictions of this Declaration shall create perpetual, mutual, and reciprocal benefits and servitudes upon the property running with the land. The terms easements, covenants, conditions, and restrictions of this Declaration shall be binding upon anyone having any right, title, or interest in a lot or any part thereof and shall inure to the benefit of the Developer and of each Owner.

**R. ASSIGNMENT OF DEVELOPER'S RIGHTS AND DUTIES**

- 1) Developer may assign any and/or all of its rights, powers and reservations under this Declaration to any other party who will assume the duties of Developer pertaining to the rights, powers and/or reservations assigned. Such assignment of rights, powers, and/or reservations and the assumption of related duties by the assignee shall be set forth in writing and such written instrument shall be recorded.
- 2) The term "Developer" as used in this Declaration shall include any such assignee and the assignee's successors and assigns with respect to the rights, powers and/or reservations actually assigned and the duties and obligations assumed.
- 3) If at any time the Developer ceases to exist without having made an assignment pursuant to this section, a successor Developer may be appointed by the written consent of not less than 75% of the individual lot Owners.

IN WITNESS WHEREOF, the undersigned have executed this Declaration at Garrettsville, Ohio as of the 12<sup>th</sup> day of October, 2006.

Reserve at Eagle Creek Development Corp. ✓

By: Richard A Bonner

Richard A. Bonner

Its: President

By: David R. Harrington

David R. Harrington

Its: Secretary/Treasurer

STATE OF OHIO )  
 ) SS  
COUNTY OF Portage )

BEFORE ME, a notary public in and for the said county and state, personally appeared Richard A. Bonner and David R. Harrington the officers of Reserve at Eagle Creek Development Corp., who executed the above instrument and acknowledged that they did examine and read the same, and that they did sign it and such signing was their free act and deed and the free act and deed of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Garrettsville, Ohio this 12<sup>th</sup> day of October, 2006.

Cynthia Cassidy  
Notary Public  
My commission exp: 8-11-07

This instrument prepared by:  
Reserve at Eagle Creek Development Corp