

**SECOND AMENDED AND RESTATED
DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF WOODSIDE CROSSING HOMEOWNERS ASSOCIATION**

TABLE OF CONTENTS

ARTICLE I 6

DEFINITIONS 6

ARTICLE II 7

RIGHTS AND DUTIES..... 7

 Section 1. Owners Easements of Enjoyment..... 7

 Section 2. Delegation of Use 8

 Section 3. Title to Common Properties; Duty to Maintain..... 8

 Section 4. Declarant's Duty to Maintain Common Properties and Storm Sewers and Swales..... 8

 Section 5. City's Rights and Authority to Compel Maintenance of Common Properties, Storm Sewers, and Swales 8

 Section 6. Association's Duty to Maintain Common Properties and Storm Sewers and Swales..... 9

 Section 7. Association's Duty to Maintain Exterior of Units 9

 Section 8. Association's Duty to Insure and Pay Taxes 9

 Section 9. Owner's Duty to Insure..... 9

 Section 10. Extension of Privileges..... 10

 Section 11. Parking and Driveway Rights..... 11

 Section 12. Master Declaration..... 11

ARTICLE III11

PARTY WALLS11

 Section 1. General Rules of Law to Apply 11

 Section 2. Use..... 12

 Section 3. Sharing of Repair and Maintenance..... 12

 Section 4. Destruction by Fire or Other Casualty..... 12

 Section 5. Weatherproofing..... 12

 Section 6. Right to Contribution Runs with Land..... 12

 Section 7. Arbitration..... 12

 Section 8. Application. 13

ARTICLE IV13

MEMBERSHIP AND VOTING RIGHTS13

 Section 1. Membership..... 13

 Section 2. Voting Rights..... 13

Section 3. Articles and Bylaws of the Association.....	13
ARTICLE V.....	13
ASSESSMENTS.....	13
Section 1. Creation of the Lien and Personal Obligation of Assessments.....	13
Section 2. Purpose of Assessments.....	14
Section 3. Basis of Annual Assessments.....	14
Section 4. Special Assessments for Capital Improvements.....	14
Section 5. Uniform Rate of Assessment.....	15
Section 6. Date of Commencement of Annual Assessments; Due Dates.....	15
Section 7. Effect of Non-Payment of Assessment; Personal Obligation of the Owner; The Lien, Remedies of the Association.....	15
Section 8. Subordination of the Lien to Mortgages.....	16
Section 9. Exempt Property.....	16
Section 10. Liability for Assessments on Conveyance.....	17
ARTICLE VI.....	18
ARCHITECTURAL CONTROL AND RESTRICTIONS.....	18
Section 1. Architectural Control.....	18
Section 2. Conformity with Law.....	18
Section 3. Residential Use.....	18
Section 4. Change in Lots or Units.....	19
Section 5. Nuisance.....	19
Section 6. Storage.....	19
Section 7. Exterior Alterations.....	19
Section 8. Signs.....	19
Section 9. Patios.....	20
Section 10. Animals.....	20
Section 11. Easement Areas.....	20
Section 12. Vehicles.....	20
Section 13. Hazardous Use.....	20
Section 14. Air Conditioners and Antennas.....	20
Section 15. Garage Door.....	21
Section 16. Violation of Declaration.....	21
Section 17. Occupancy Restriction.....	21

ARTICLE VII	21
GENERAL PROVISIONS.....	21
Section 1. Enforcement.....	21
Section 2. Severability.....	22
Section 3. Notices.....	22
Section 4. Duration.....	22
Section 5. Amendments.....	22
Section 6. Special Amendment.....	23
Section 7. Binding Effect.....	23
Section 8. Assignability.....	23
ARTICLE VIII.....	24
DEDICATION OF COMMON ELEMENTS.....	24

SECOND AMENDED AND RESTATED
DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF WOODSIDE CROSSING HOMEOWNERS ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS that:

WHEREAS, THE WOODS OF STRONGSVILLE BUILDING COMPANY, an Ohio corporation, hereinafter referred to as “Declarant,” was the Owner of the real property in the City of Strongsville, County of Cuyahoga, State of Ohio, described in Article I, Section 1(c) of this Declaration, and created thereon a residential community with open spaces and other common elements, and to this end, subjected said real property to the covenants, restrictions, easements, charges and liens hereinafter set forth, for the benefit of said property and each Owner thereof; and

WHEREAS, Declarant deemed it desirable for the efficient preservation of the values and amenities in said community to create a homeowners’ association that was and is delegated and assigned the powers of maintaining and administering the Common Properties defined in Article I, Section 1(g), and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Association has been incorporated for the purpose of exercising the functions aforesaid; and

WHEREAS, the Association joins in the Declaration for the purpose of accepting the duties and responsibilities imposed upon it by the protective covenants and restrictions herein contained;

NOW, THEREFORE, Declarant’s previous declaration that the real property described in Article I, Section 1(c) (the “Properties”) shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as “covenants and restrictions”) hereinafter set forth, and further specification that this Declaration shall constitute covenants running with the land and shall be binding upon Declarant and the Association and their successors and assigns and all other Owners of any part of said real property, together with their grantees, transferees,

successors, heirs, executors, administrators, devisees, lessees or assigns remains in full force and effect.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration shall have the following meanings (unless the context shall prohibit):

(a) "Association" shall mean and refer to Woodside Crossing Homeowners Association, a non-profit Ohio corporation, its successors and assigns.

(b) "City" shall mean and refer to the City of Strongsville, a municipal corporation organized and existing under the laws of the State of Ohio. It is specifically acknowledged by all parties to this Declaration that the "City" is a third party beneficiary to these covenants and restrictions and has the same authority to administer and enforce these covenants and restrictions as they relate to the Common Properties, storm sewers, and swales, as more fully set out herein, as does the Association or Declarant.

(c) "Properties" shall mean and refer to the real property shown in Exhibit "A" attached hereto and made a part hereof and described in Exhibit "B" attached hereto and made a part hereof.

(d) "Lot" shall mean and refer to any parcel created within the Properties as shown in Exhibit "A" attached hereto upon which a Unit is constructed or is intended to be constructed; provided.

(e) "Unit" shall mean and refer to an individual dwelling providing separate and complete living, cooking, sleeping, bathing and toilet facilities for one family.

(f) "Building" shall mean and refer to each structure comprised of attached Units erected on the Lots within the Properties.

(g) "Common Properties" shall mean and refer to the real property devoted to the common use and enjoyment of the Owners, which may be improved with driveways, private streets, storm sewers, swales, landscaping, open spaces

and any other improvements intended for the common use and enjoyment of the Owners, and shall consist of all the land shown on the plat of Woodside Crossing with the exception of the Lots and dedicated streets shown thereon.

(h) "Declaration" shall mean and refer to this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions and any supplements or amendments hereto.

(i) "Declarant" shall mean and refer to The Woods of Strongsville Building company, an Ohio corporation, and any successor(s) who stands in the same relation to the Properties as The Woods of Strongsville Building Company does upon execution hereof.

(j) "Member" shall mean and refer to all who are Members of the Association as provided in Article IV, Section 1 hereunder.

(k) "Owner" shall mean and refer to the record titleholder, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

(l) "Bylaws" shall mean the Amended and Restated Bylaws of the Association, as the same may from time to time be modified, amended or supplemented.

ARTICLE II

RIGHTS AND DUTIES

Section 1. Owners Easements of Enjoyment. Every Owner shall have a right and easement in, to and over the Common Properties (including, without limitation, the right of ingress, egress, access and passage to, from and over all portions of the Common Properties) which right and easement shall be perpetual and non-exclusive and shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such

dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of Members has been recorded.

(b) the Declarant reserves the right and easement to go upon all portions of the Properties (including the inside of a Unit provided that reasonable oral notice is given) for the purpose of developing, constructing, reconstructing, improving, repairing, maintaining, inspecting, selling, or otherwise dealing with any portion of the Common Properties or any Building or Unit.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Properties to the Members of his family, his tenants, or contract purchasers who reside in such Owner's Unit; subject, however, to such rules and regulations as may be adopted by the Association.

Section 3. Title to Common Properties; Duty to Maintain. Declarant conveyed the legal title to the Common Properties to the Association on December 26, 1997.

Section 4. Declarant's Duty to Maintain Common Properties and Storm Sewers and Swales. Declarant had the duty to maintain the Common Properties, storm sewers, and swales until such time as such improvements were installed, completed, and paid for in full on any portion of the Common Properties and such portion was turned over to the Association. Maintenance included, but was not limited to, painting, repairing, replacing, and caring for all appurtenances, exterior Building surfaces, trees, shrubs grass areas, driveways, walls, concrete and other improvements in and/or on the Common Properties, storm sewers, and swales.

Section 5. City's Rights and Authority to Compel Maintenance of Common Properties, Storm Sewers, and Swales. The City, as a third party beneficiary, may - although under no obligation or duty to do so - compel compliance with Section 4 or 6 of this Article as the City deems necessary by court action or any other means.

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

The City, as a third-party beneficiary to these covenants and restrictions and by giving its approval to this document, shall in no way be deemed to have waived any of its zoning, building, or other requirements of ordinances or general law, which requirements shall still be binding upon the land included herein if they are more restrictive than the requirements set out within these covenants and restrictions.

Section 6. Association's Duty to Maintain Common Properties and Storm Sewers and Swales. The Association shall have the same duty to maintain all Common Properties, storm sewers, and swales as did Declarant as set out in Section 4 of this Article. Additionally, the Association shall maintain all private drives, sidewalks, driveways and grass areas within the Properties, except for (a) such maintenance which is provided by any governmental Unit, as a result of the payment of taxes, and (b) those grass areas enclosed by fences installed by Owners. Landscape beds planted by Owners on the Lots shall be maintained by the Owners.

Section 7. Association's Duty to Maintain Exterior of Units. The Association, not the individual Owners, shall be responsible for the repair and maintenance and costs of repairing, maintaining and replacing the exterior roofing, siding and trim of each Unit unless the necessity of such repair or replacement is caused by a fire or other casualty insured or insurable pursuant to Section 9 of this Article II. In addition, the Association shall maintain the exterior of each Unit and garage in the manner in which others on the Properties are maintained, including periodic painting of the same color.

Section 8. Association's Duty to Insure and Pay Taxes. The Association shall obtain and maintain all insurance which the Board of Directors deems necessary or desirable in connection with the Ownership of the Common Properties, including, without limitation, fire and extended coverage insurance on all improvements located on the Common Properties owned by the Association, general public liability insurance and worker's compensation insurance if required under the applicable laws of the State of Ohio. In addition, the Association shall pay all taxes and assessments incidental to the Ownership of the Common Properties.

Section 9. Owner's Duty to Insure. Each Owner shall maintain and keep in full force and effect the following insurance (a) adequate liability insurance covering such Owner's Unit and Lot; (b) fire, extended coverage, vandalism and

malicious mischief, "all risk" insurance and any other types of hazard insurance coverage on such Owner's Unit as may be designated from time to time in rules adopted by the Association. The casualty insurance shall be in the amount of the full replacement cost of such Unit (excluding excavation and foundation costs), and shall have an Agreed Amount Endorsement to avoid a co-insurance penalty.

Each Owner shall provide a copy of the policy required herein before. The policy shall provide that it cannot be cancelled except upon thirty (30) days' written notice to the Association. If any Owner fails to obtain such insurance or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payments for such Owner, and assess the cost of such payments to the Owner pursuant to Article VI, Section 16 of the Declaration as a correction of a violation of this Declaration.

Section 10. Extension of Privileges. A Member's right to enjoyment in the Common Properties shall extend automatically to all his tenants and all Members of their immediate families residing on any portion of the Properties. No guests shall be entitled to such right of enjoyment except as provided in rules and regulations by the Association.

Subject to the rights set forth in Section 1 of this Article II, Declarant, each Owner, the City and the Association shall have the non-exclusive right and easement in common to utilize the waterways, courses, storm sewers and drainage pipes in, over and upon the Common Properties for the purposes of the drainage of surface waters on the Properties, said rights-of-way and easements being hereby established for said purposes. It shall be the obligation of the Association to properly maintain, repair, operate and control such drainage system existing on the Common Properties.

Declarant created and granted, and reserved the right in the future to create and grant, easements for the installation and maintenance of sanitary sewers, storm sewers, drainage, and swales to the City. No structures (including but not limited to sidewalks and driveways), planting or other materials shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas or which may change, retard, or increase the flow of water through the respective easement areas. The easement areas and all improvements therein shall be maintained continuously by the Association unless those easement areas are accepted by the City and which the City has formally undertaken to maintain.

The Association and the City shall have the right to enter upon and across the Properties at any place that the Association or the City deems reasonably necessary in order to install or maintain, or to perform any other function or operation in accordance with such easement.

Section 11. Parking and Driveway Rights. Ownership of each Lot shall entitle the Owner to parking for motor vehicles. Parking spaces shall be in the garage adjacent to such Owner's Unit and in the paved area immediately outside and adjacent to the garage which serves as the driveway providing direct access to the garage. Additional guest parking will be provided in designated areas throughout the Properties (See Article VI, Section 12).

Section 12. Master Declaration. The land described in this Declaration is part of a larger development called Drake Estates, which is governed by a Declaration of Covenants and Restrictions recorded at Volume 92-0655, Page 59 of Cuyahoga County Records, as amended by a First Amendment to Declaration of Covenants and Restrictions recorded at Volume 92-10315, Page 5 of Cuyahoga County Records (said Declaration of Covenants and Restrictions, as the same has heretofore been and may hereafter be amended, modified or supplemented, being herein referred to as the "Master Declaration"). Said Master Declaration creates overall Common Properties, easements and restrictions, affecting the larger parcel known as Drake Estates; provides for administration of the overall Common Properties by Drake Estates Community Association, Inc., an Ohio non-profit corporation; and imposes assessments upon the Owners for promoting the recreation, health, safety and welfare of the Members and for improvement and maintenance of the common property, services and facilities. Each Owner of a Lot in the Properties has the right and is subject to the obligations contained in the Master Declaration. In the event of any conflict between the provisions of the Master Declaration and this Declaration, the Master Declaration shall prevail.

ARTICLE III

PARTY WALLS

Section 1. General Rules of Law to Apply. Any wall which is built as a part of the original construction of the Buildings upon the Properties and placed

on the dividing line between the Units shall constitute a party wall for the joint use of the respective Owners, their heirs and assigns. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Use. The Owner of Units divided by a party wall shall have the right to use it jointly. The term "use" shall and does include normal interior usage such as paneling, plastering, painting, decorating, erecting tangent walls and shelving, but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original materials forming said wall.

Section 3. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 4. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner or Owners thereafter make use of the wall, they shall contribute to the cost or restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. In addition, the Association shall have the authority to restore any such wall and assess the cost to the Owners using such wall.

Section 5. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6. Right to Contribution Runs with Land. The right of any Owners to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.

Section 7. Arbitration. All disputes between Owners concerning a party wall shall be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. The award rendered by the arbitrators shall be final and judgment may

be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Section 8. Application. This Article III shall be deemed to apply to a party wall built in connection with the original construction of two Units and to all extensions and replacements thereof. This Article III shall not apply to any wall built in connection with the original construction of two Units or any extensions and replacements thereof, which wall is not by virtue of such construction intended to be used jointly by the Owners of such Unit.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot.

Section 2. Voting Rights. As Declarant no longer has any voting membership, the Association has one class of voting membership:

Class A. Class A Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. Articles and Bylaws of the Association. The Articles of Incorporation and Bylaws of the Association may contain any provisions not in conflict with this Declaration or any Supplemental Declaration and as are permitted to be set forth in such Articles and Bylaws by the non-profit corporation law of the State of Ohio as it may be in effect from time to time.

ARTICLE V

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot on which a Unit has been constructed by acceptance of a deed

therefor, whether or not it will be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such annual and special assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon and the costs of collection thereof, will be a charge on the Lot and will be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and costs of collection as hereinafter provided, will also be the personal, joint and several obligation of the person who was the Owner of such Lot at the time when the assessment fell due and at conveyance as described below in this Article V, Section 10.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the improvement, maintenance of the Common Properties and the Lots (see Article II, Section 6 and Article II, Section 7), including snow removal on private drives and for the payment of insurance, taxes and assessments incidental to the Ownership of the Common Properties (see Article II, Section 8).

Section 3. Basis of Annual Assessments. The assessment period shall be based on the calendar year. The Board of Directors of the Association, after consideration of costs and future needs of the Association, may fix the assessment for any year at a greater or lesser amount, except that no assessment may be increased in an amount over thirty percent (30%) of that of the preceding year without the affirmative vote of fifty-one (51%) of the Members at a meeting held for that purpose in which a quorum is present in person or by proxy.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair or replacement of a capital improvement upon the Common Properties, including fixtures and personal property related thereto, provided that any such assessments shall have the assent of two-thirds (2/3) of the Board of Directors.

For the purposes of new construction of a capital improvement, the Association may levy, in any assessment year, a special assessment in an amount

no greater than half of that year's annual assessment per Lot. An assessment of any greater amount requires the affirmative vote of seventy-five percent (75%) of the total membership of the Association, in person or by proxy at a duly called meeting.

The City shall have the right but not the obligation to impose any special assessments for improvements made by the City which would otherwise be a lien on the Common Properties, on the real property or Lots within the development area on an equitable basis to be determined by the City.

The assessments set out in Sections 3 and 4 above are enforceable as provided by law or under Article V, Section 7 of this Declaration.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Date of Commencement of Annual Assessments; Due Dates. Assessments for a Lot on which a Unit has been constructed within the Properties shall be first payable starting with the transfer of title by Declarant (or the builder constructing the Building, if other than the Declarant) of the first Unit of a completed Building. Where a transfer of title occurs in a Building, the Declarant (or the builder constructing the Building, if other than the Declarant) shall, for that Building only, pay the monthly assessment for each of the other Units within that Building. As title to each other Unit is transferred, the Owner shall then be responsible for the assessments. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot on which a Unit has been constructed at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth when the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Non-Payment of Assessment; Personal Obligation of the Owner; The Lien, Remedies of the Association. If any assessment is not paid

on the date when due, then such assessment shall become delinquent, together with such interest thereon and cost of collection thereof as hereinafter provided.

If an annual or special assessment, or installment of an annual special assessment, is not paid within thirty (30) days after the due date, such delinquent assessment or installment shall bear interest from the due date at the highest rate permitted by law, and the Association may after such thirty (30) day period bring an action at law against the Owner responsible for the payment of such assessments, and (additionally or alternatively) may foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessment or installment amount as above provided, together with the costs of the action and reasonable attorneys' fees in an amount to be determined by the court.

The personal obligation of the then Owner(s) to pay such assessments remains their personal, joint and several obligation and will pass as a personal, joint and several obligation to their successors in title as described in this Article V, Section 10.

The Association may file in the office of the County Recorder a Notice of Lien to evidence any delinquent assessment or installment, but the Association shall not be under any duty to file such Notice of Lien and its failure or omission to do so shall not in any way impair or affect the Association's lien and other rights in and against the property and against the Owner of such property.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien to any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability from any assessment thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempted from the charges, assessments and liens created herein: (a) all Common Properties; (b) all Properties to the extent of any easement or other interest therein dedicated to and accepted by the City and devoted to public use; (c) all Properties of the City which are exempted from taxation by the

laws of the State of Ohio; and (d) Lots or land owned by Declarant except as set out in Section 6 of this Article V to the contrary.

Section 10. Liability for Assessments on Conveyance.

(a) **Non-Liability of Foreclosure Sale Purchaser.** Where the mortgagee of a first mortgage of record or other purchaser of the Unit acquires title to the Unit as a result of foreclosure of the first mortgage, or in the event a mortgagee of a first mortgage should accept a deed in lieu of foreclosure, the acquirer of title, its successors and assigns, is not liable for the share of the Assessments chargeable to the Unit that became due prior to the acquisition of title to the Unit by the acquirer unless the share is secured by a lien for Assessments recorded prior to the recording of the foreclosed mortgage. Any funds received on the judicial sale of the Unit in excess of the first mortgage lien, the court costs, and the real estate taxes, will, however, be paid over to the Association, to the extent of the unpaid Assessments due to the Association. The Owner(s) of a Unit prior to the judicial sale thereof, is and remains after the date of the judicial sale, personally and primarily liable, jointly and severally, for the Assessments against the judicially sold Unit up to the date of the judicial sale; but, any unpaid share of Assessments is a Common Expense collectible from all of the Owners, including the acquirer of the foreclosed Unit, their successors or assigns, at the time of the first Assessment next following the acquisition of title by the mortgagee, its successor or assigns.

(b) **Liability for Assessments Upon Voluntary Conveyance.** In a conveyance of a Unit, other than a conveyance described in this Declaration, the grantee of the Unit is jointly and severally liable with the grantor for all unpaid Assessments levied by the Association against the grantor and the Unit, including their share of all Common Expenses charged against the Unit up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee. However, any prospective grantee is entitled to a statement from the Association, provided through the grantor, within 30 days after receipt by the Association of a request from the grantor, setting forth the amount of all unpaid Assessments; and the grantee is not liable for, nor will the Unit conveyed be subject to a lien for, any unpaid Assessments levied by the Association against the grantor in excess of the amount set forth in the statement for the period reflected in the statement. As used in this paragraph, "grantor"

includes a decedent and “grantee” includes a devisee or heir, or any other successor or assign of a grantor.

ARTICLE VI

ARCHITECTURAL CONTROL AND RESTRICTIONS

Section 1. Architectural Control. No Building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by Association. Payment for the cost of architectural review fees shall be the responsibility of the applicant. The Board of Directors shall establish an Architectural Review Committee comprising three (3) Members. The Board of Directors shall then establish rules and regulations by which the Architectural Review Committee shall conduct its meetings.

Review and approval of any application pursuant to this Article shall be made on the basis of aesthetic considerations only and neither the Association, the Board of Directors nor the Architectural Review Committee shall bear any responsibility of ensuring the marketability, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with Building codes and other governmental requirements. Neither the Association, the Board of Directors, the Architectural Review committee nor Members of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any dwelling or other structure.

Section 2. Conformity with Law. Each Lot, Unit and the Common Properties are subject to ordinances of the City and shall at all times conform to them. In addition, no unlawful use shall be made of any property within the Properties.

Section 3. Residential Use. Each Lot and Unit shall be used exclusively for single-family residence purposes, and no trade, business or occupation of any kind shall be conducted, maintained or permitted on any part of the Properties; provided, however, an occupant of a Unit may use a portion thereof for such occupant's office or studio as long as the activities therein do not interfere with the quiet enjoyment or comfort of the Owner or occupant of any other Unit and such

use does not result in the Unit becoming principally an office or studio instead of a residence. This restriction shall not apply to Units used as model homes, if any.

Section 4. Change in Lots or Units. No Lot or Unit shall be subdivided, nor enlarged or diminished in size nor shall any Lot be graded or changed, without in each case the approval of the Board of Directors. No tree shall be killed or destroyed nor shall any tree be removed from any Lot without the written approval of the Board of Directors. No Building, garage, wall or other structure shall be erected, constructed, placed, situated or permitted to remain on any Lot, nor shall the exterior of any such Building, garage, wall or other structure be added to, deleted from, changed or remodeled, except in strict accordance with plans, specifications, and drawings previously approved, in writing, by the Board of Directors and Architectural Review Committee of the Association. This restriction shall not apply to original construction by the Declarant.

Section 5. Nuisance. No noise, vibration or odor, offensive or irritating to a person of ordinary sensibilities, shall originate on and thereafter emanate from any Lot or Unit, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

Section 6. Storage. The outside storage of property (including but not limited to tools, toys, lumber, wood, debris, trash, junk, paper, bottles and cans) is prohibited. Nothing shall be construed to prohibit the reasonable necessary storage on a Lot of building materials during the course of construction of a Unit and garage on a Lot or during the course of remodeling the interior of a Unit on a Lot.

Section 7. Exterior Alterations. The exterior surface and dimensions of each Unit and garage shall not be altered in appearance, building materials or color without approval of the Board of Directors and Architectural Review Committee. In the event that an Owner undertakes repair or rebuilding of a Unit which is destroyed in whole or in part, the repair or rebuilding shall be in accordance with these standards.

Section 8. Signs. No signs, except "For Sale" signs placed in a window of a Unit or on the front yard adjacent to the driveway shall be permitted on any Lot or Common Properties nor shall any exterior awnings or canopies be permitted, except as approved in writing by the Architectural Review Committee and the Board of Directors of the Association.

Section 9. Patios. Except in connection with original construction by the Declarant, no person shall construct a patio or otherwise pave, brick or asphalt any exterior surface of a Lot without obtaining the approval of the Board of Directors and Architectural Review Committee.

Section 10. Animals. No animals are permitted, except pets. The only pets which are permitted are cats and dogs and only such other pets which, by their nature, are at all times kept confined indoors, except a cat and dog may, occasionally, be kept outdoors, provided such pet does not, by barking or otherwise, disturb the Owner or occupant of any other Unit in the Properties. No dog shall be permitted in the Properties which is not on a leash. All pet Owners shall be responsible for collecting and disposing of promptly the waste of their pets. Any damages caused by a pet to property of others or the Association are the responsibility of such pet Owner. The Board of Directors has the right to amend this section and to provide whatever rules it deems best concerning all pets, including, without limitation, reasonable restrictions on the number of pets permitted in any Unit.

Section 11. Easement Areas. No person shall construct, place upon or plant anything on the surface of any easement which is for the benefit of the Association or anyone to whom an easement may be granted, including but not limited to utility easements, unless approved by the Board of Directors.

Section 12. Vehicles. No commercial truck, motor home or boat or other similar commercial or recreational vehicle shall be parked on the street or in any parking area and kept other than in a garage, except while engaged in transportation to or from a residence or in the event that it is necessary or incidental to the construction or repair of any Building. Each Owner shall be entitled to parking space for vehicles as stated in Article II, Section 11. Any parking of such vehicles may only be in the garage or adjacent space allotted to the Owner's Unit. The rest of the space shall be for the guests of the Owners.

Section 13. Hazardous Use. No person shall own or permit anything which will increase the rate or result in the cancellation of insurance of any other Owner.

Section 14. Air Conditioners and Antennas. No window air conditioners nor exterior antennas of any kind (including, without limitation, satellite dishes) shall be permitted.

Section 15. Garage Door. Garage doors shall be kept closed at all times when not in use.

Section 16. Violation of Declaration. The Association shall have the right to enter upon any property and to correct any violation of this Declaration as it exists or may hereafter be amended. It shall assess the costs of all such corrections or repairs or any related expense, including attorneys' fees, against such Owner. Such expenses and costs shall be added to any other assessment and draw interest at the maximum legal rate beginning with the date the Association notifies such Owner that such expenses and costs are due. All such assessments, charges, dues and expenses and costs shall be chargeable as a lien against the Ownership of the property obligated to pay the same; and in addition thereto, the Association shall have the right to go into any court of equity and, in addition to any claims for damages, require the correction of any violations.

Section 17. Occupancy Restriction. No person who is adjudicated to be a sexual predator or a habitual sex offender and required to register with a 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 may from time to time be amended, may reside in or occupy a Unit for any length of time. Any violation of this restriction shall subject the Owner and/or any occupant of the Unit to any and all remedies provided for 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.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Notices. Any notice required to be sent to any Member or Owner (except the Declarant) under the provisions of this Declaration shall be deemed to have been properly sent when hand-delivered or mailed, prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such delivery or mailing. Any notice required to be sent to the Declarant under the provisions of this Declaration shall be deemed to have been properly sent when mailed, prepaid, by certified mail, return receipt requested, to the Declarant at Suite 102, 18051 Jefferson Park Road, Middleburg Heights, Ohio 44130, or at such other address as the Declarant may from time to time designate by notice to the Association.

Section 4. Duration. This Declaration and the covenants and restrictions contained herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from date of recording of the Declaration, recorded at Instrument No. 200703080240 of the Cuyahoga County Records, after which time said covenants and restrictions automatically shall be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of three-quarters (3/4) of the Lots has been recorded, agreeing to terminate said covenants and restrictions. No such agreement to terminate shall be effective unless made and recorded three (3) years in advance of the effective date of such termination, and unless written notice of the proposed termination is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 5. Amendments. The terms and conditions of this Declaration may be amended, annulled or waived by an instrument in writing recorded in the public records of Cuyahoga County, Ohio, in the following manner and subject to the following conditions:

(a) As title to all of the Common Properties have been conveyed to the Association as provided in Article II, Section 3, Declarant, or Declarant's designated successors or assigns, has no right or power to grant waivers to provisions of this Declaration and amend this Declaration.

(b) An amendment, annulment or waiver or any provision hereof shall have been approved at duly called and held meeting by not less than the affirmative vote of seventy-five percent (75%) of the total membership of the Association, in person or by proxy.

(c) In addition to the above, Declarant and/or the Association shall have the right to amend this Declaration without the consent of any person to correct errors of omission or commission or as required to comply with requirements of any governmental agency or public, quasi-public or private entity, or to bring the Declaration in compliance with the applicable laws, statutes and ordinances.

Section 6. Special Amendment. Declarant and/or the Association shall have the right and power to record a special amendment ("Special Amendment") to this Declaration at any time, and from time to time, which amends this Declaration to correct clerical or typographical errors in this Declaration. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant and/or to the Board of Directors of the Association to vote in favor of, make or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, other evidence of obligation or other instrument affecting the Properties and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of Declarant and/or to the Board of Directors of the Association to vote in favor or make and record Special Amendments.

Section 7. Binding Effect. Each Grantee accepting a deed, lease or other instrument conveying any interest in a Lot, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by this Declaration.

Section 8. Assignability. Declarant, its successors and assigns, notwithstanding any other provision herein to the contrary, shall at all times have the right to fully transfer, convey and assign all of Declarant's rights, title and interest under this Declaration, provided that such transferee, grantee or assignee shall take such rights subject to all obligations also contained herein.

ARTICLE VIII

DEDICATION OF COMMON ELEMENTS

The Common Properties as designated in Article I, Section 1(g) are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the Members of the Association as more fully provided in this Declaration.

EXHIBIT B
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WOODSIDE CROSSING HOMEOWNERS ASSOCIATION

Legal Description of Properties

Legal Description recorded at Instrument No. 200703080240 of the Cuyahoga County Records.