

This version of the RRHOA Declarations, Covenants, By Laws, Design Criteria and amendments was scanned using optical character recognition technology in order to create a text search-able version. While the word search recognition is good, be aware it is not perfect.

It includes the Declarations, Easements, Restrictions, Design Criteria and Amendments that have been officially filed through November 2006. (I am not aware of any filings that have been made since that time).

The more relevant sections to current homeowners are primarily (but not only): section VI. Architectural Control Committee, Exhibit E: By-Laws, Design Criteria and Amendments.

This is version 201700418 of RRHOA DECLARATIONS BYLAWS DESIGN AND AMENDMENTS.

*Mike Gabel, Treasurer RRHO
April 18, 2017*

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

FOR

ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION

Dated: September 1, 1994

This will certify that copies of this Declaration of Covenants, Easements and Restrictions for Rosefarm at Rosemont Homeowners Association has been filed in the Office of the County Auditor, Summit County, Ohio.



COUNTY AUDITOR

By: *Courtney Depietro*
Date: *Sept. 26, 1994*

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EXHIBITS

- Exhibit A -- Legal Description of Rosefarm at Rosemont
- Exhibit B -- Site Plan of Rosefarm at Rosemont
- Exhibit C -- Legal Description of the Additional Land
- Exhibit D -- Articles of Incorporation of Rosefarm at
Rosemont Homeowners Association
- Exhibit E -- By-Laws of Rosefarm at Rosemont Homeowners
Association

The following sections have been appended (4/4/17).

DESIGN CRITERIA AND DESIGN AMENDMENTS

AMENDMENTS

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
FOR
ROSEFARM AT ROSEMONT

THIS DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR ROSEFARM AT ROSEMONT (the "Declaration") is made as of this 1st day of September, 1994, by ROSEFARM LIMITED PARTNERSHIP, an Ohio limited partnership ("Declarant") and ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION, an Ohio not-for-profit corporation (the "Rosefarm at Rosemont Homeowners Association" or "Association").

RECITALS

A. Declarant is the owner of two (2) parcels of land fronting on the northerly and southerly sides of Rosemont Boulevard in Fairlawn, Ohio which are described on Exhibit A and shown on Exhibit B ("Rosefarm at Rosemont"), which land will be subject to this Rosefarm at Rosemont Declaration and will be developed and operated under a general plan for the benefit of all of the owners of Residences within Rosefarm at Rosemont.

B. One parcel of land is on the northerly side of Rosemont Boulevard and will contain approximately sixteen (16) Lots ("Fairways at Rosemont"). Declarant also intends to develop the parcel on the southerly side of Rosemont Boulevard with approximately one hundred eighty (180) single-family Lots ("Rosemont Ridge").

C. By entering into this Declaration, Declarant desires to create the mechanism which will (1) provide a flexible and reasonable procedure for the overall development of Rosefarm at Rosemont, (2) establish the Rosefarm at Rosemont Homeowners Association, as an Ohio not-for-profit corporation, (3) provide for the administration, maintenance, preservation, use and enjoyment of any Common Areas which Declarant may elect to provide or create, and (4) permit all Owners and Occupants to use and enjoy Rosefarm at Rosemont.

D. The Rosefarm at Rosemont Homeowners Association will collect Assessments to: (1) pay the costs and expenses incurred in connection with the use and operation of the Common Areas and the administration of the Association; (2) disburse the funds of the Association as may be required; and (3) carry out the functions, responsibilities and duties of the Rosefarm at Rosemont Homeowners Association as specified in this Declaration.

E. Initially, Rosefarm at Rosemont will consist of the land designated for the Fairways at Rosemont and Rosemont Ridge, which is described in Exhibit A and shown on Exhibit B, but it is contemplated that Rosefarm at Rosemont may be expanded to include all or portions of the Rosefarm Additional Land described on Exhibit C as determined by Declarant from time to time.

F. The Owners of Lots, Owners of any Apartment Complexes, and the Owners of any condominium units within Rosefarm at Rosemont (as it may be expanded) will be the Members of the Rosefarm at Rosemont Homeowners Association who will, after the Class B Control Period, elect the members of the Board of Trustees of the Rosefarm at Rosemont Homeowners Association.

NOW, THEREFORE, Declarant as the owner of Rosefarm at Rosemont, being the real property described in Exhibit A (and shown on Exhibit B), hereby declares that: (1) all of the real property described on Exhibit A and shown on Exhibit B shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are created for the purpose of protecting the value and desirability of the Lots and Residences of Rosefarm at Rosemont, as it may be expanded, (2) the provisions of this Declaration shall run with and be binding upon the real property subject to this Declaration (as it may be expanded), and (3) the provisions of this Declaration shall be binding upon and shall inure to the benefit of the parties executing this Declaration and all persons who now or in the future own any real property in Rosefarm at Rosemont, as it may be expanded, and their heirs, personal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

In addition to the defined terms set forth elsewhere in this Declaration, the words and terms set forth below are defined as follows:

Section 1. "Apartment Complex" shall mean a building containing two (2) or more apartment units owned by the owner of the real property within the Apartment Complex located on land within Rosefarm at Rosemont.

Section 2. "Articles" shall mean the Articles of Incorporation of the Rosefarm at Rosemont Homeowners Association attached hereto as Exhibit D, as they may be amended from time to time.

Section 3. "Assessments" shall mean Base Assessments created to cover Common Expenses and Special Assessments.

Section 4. "Board" or "Board of Trustees" shall be the elected body which governs the Rosefarm at Rosemont Homeowners Association.

Section 5. "Builder" shall mean any Person who constructs a Residence within Rosefarm at Rosemont, whether or not such Person purchases land within Rosefarm at Rosemont. The Declarant or the Association shall have the right to designate those Builders who shall have the exclusive right to construct Residences at Rosefarm at Rosemont, which designations may be changed from time to time by Declarant or the Association. Only those Persons designated by Declarant or the Association shall have the right to be a Builder and to construct a Residence in Rosefarm at Rosemont.

Section 6. "By-Laws" shall mean the By-Laws of the Rosefarm at Rosemont Homeowners Association attached hereto as Exhibit E, as they may be amended from time to time.

Section 7. "Class B Control Period" shall mean the period beginning on the date hereof and ending on the earlier of (a) December 31, 2014; or (b) the date the Rosefarm at Rosemont Homeowners Association receives written notice from Declarant that Declarant has elected to terminate the Class B Control Period.

Section 8. "Collection Charges" shall mean interest, late payment charges and other costs as set forth in paragraph (c) of Section 1 of Article VIII.

Section 9. "Common Areas" shall mean all of the real property owned or designated by Declarant to be owned by Rosefarm at Rosemont Homeowners Association and which is intended for the common use and enjoyment of all Owners in Rosefarm at Rosemont. Examples of Common Areas which may be, but are not required to be, created by Declarant, include (a) open areas, (b) ponds or lakes not within a Lot, (c) private roads or private drives not within a Lot, (d) paths and walks not within a Lot, (e) Common Area facilities, if any, (f) personal property owned by the Rosefarm at Rosemont Homeowners Association, and (g) parking areas other than those located on a dedicated street or within a Lot, if any. All land within Rosefarm at Rosemont owned or designated by Declarant to be owned by the Rosefarm at Rosemont Homeowners Association will be deemed to be part of the Common Areas; but if a Lot is subsequently created on such land, the land (and any facilities thereon) will no longer be a Common Area.

Section 10. "Common Expenses" shall mean expenses incurred by the Rosefarm at Rosemont Homeowners Association or Declarant in connection with the operation, management, maintenance and ownership of the Common Areas, the operation of the Rosefarm at Rosemont Homeowners Association, and the performance of the duties imposed upon or the actions taken by the Declarant and/or the Association under this Declaration,

including reasonable reserves, all as may be found to be necessary and appropriate by the Board and/or the Declarant pursuant to this Declaration.

Section 11. "Community-Wide Standard" shall mean the standard of design, architecture, construction, maintenance or other features generally prevailing throughout Rosefarm at Rosemont. Such standard may be more specifically determined by the Board and the Architectural Control Committee.

Section 12. "Declarant" shall mean Rosefarm Limited Partnership, an Ohio limited partnership, or its successors and assigns who take title to all or any portion of the Rosefarm at Rosemont and are expressly designated as successor Declarants with respect to specific land hereunder in a recorded instrument executed by the immediately preceding Declarant with respect to such land.

Section 13. "Institutional Mortgagee" shall mean a mortgagee which is (a) a bank, savings institution, trust company or national banking association; (b) an insurance company or fraternal benefit association; (c) a pension, retirement or profit sharing trust or fund; or (d) a government, public employees' pension or retirement system, or any other governmental agency supervising the investment of public funds.

Section 14. "Legal Requirements" shall mean all federal, state, city, county or other local laws, statutes, ordinances, rules and regulations applicable to Rosefarm at Rosemont.

Section 15. "Lot" shall mean (a) a subdivision lot created by the City of Fairlawn ("City") by the filing for record with the Summit County Recorder of a subdivision plat or other document, or (b) an area approved by the City of Fairlawn for the construction and development of an Apartment Complex and/or condominium.

Section 16. "Member" shall mean (a) all Owners of Lots within Rosefarm at Rosemont, and (b) the Declarant.

Section 17. "Mortgage" shall mean a construction or other mortgage deed to secure debt, or any other form of security deed, including any collateral security documents executed in connection therewith.

Section 18. "Occupant" shall mean a natural person living in a Residence in Rosefarm at Rosemont.

Section 19. "Owner" shall mean one (1) or more Persons (other than Declarant) who (a) holds the record title to any land within Rosefarm at Rosemont and/or a Residence (conventional or attached single-family house, group of Residences in an Apartment Complex, a condominium unit in a condominium development or otherwise) which is part of Rosefarm at Rosemont, but excluding

in all cases any party holding an interest merely as security; or (b) is a contract vendee under a land contract.

Section 20. "Person" shall mean a natural person, corporation, partnership, trustee or other legal entity.

Section 21. "Residence" shall mean a completed housing unit within Rosefarm at Rosemont containing living, cooking, sleeping, bathing and toilet facilities, intended for use by one (1) family, including, without limitation, a conventional single-family house, a condominium unit and an apartment unit within an Apartment Complex.

Section 22. "Rosefarm Additional Land" shall mean the land described on Exhibit C, attached to and made a part hereof.

Section 23. "Rosefarm at Rosemont" shall mean the land described in Exhibit A, as the same from time to time may be contracted or be expanded to include land within the Rosefarm Additional Land and brought within the jurisdiction of this Declaration by Supplemental Declaration, and any other lands within the County of Summit, which may be submitted by Declarant to this Declaration and brought within the jurisdiction of this Declaration by Supplementary Declaration as set forth in Article II hereof.

Section 24. "Rosefarm at Rosemont Homeowners Association" or "Association" shall mean the Rosefarm at Rosemont Homeowners Association, an Ohio not-for-profit corporation.

Section 25. "Utility Facility" shall mean any water, sewer, drainage, electric, gas, cable t.v. and other utility lines, pipes, conduits, wires, facilities and appurtenances thereto.

ARTICLE II

CREATION OF LOTS - ANNEXATION AND DELETION OF LANDS TO AND FROM ROSEFARM AT ROSEMONT - COMMON AREAS - ANNEXATION OR DELETION OF LANDS TO AND FROM THE COMMON AREAS

Section 1. Creation of Lots. The Declarant during the Class B Control Period and the Association thereafter shall have the right, as permitted by law, to create or cause the creation of Lots within Rosefarm at Rosemont on land owned or designated by Declarant or the Association, as Declarant determines to be appropriate; provided, however, that Declarant shall have the right to delegate the right to create Lots to other developers and Builders. Declarant, the Association or any Person to whom Declarant has delegated the right to create Lots, reserves the right from time to time to increase or decrease the size of and change the configuration of Lots by adding Common Areas or portions of other Lots or land to a Lot or converting portions of

a Lot to a Common Area or another Lot; or to eliminate Lots by converting such land to Common Areas. The rights of Declarant set forth in this Section 1 shall survive the end of the Class B Control Period with respect to any land then owned by Declarant. If any portion of a Lot being changed under this Section is owned by an Owner, the prior written consent of that Owner must be obtained. The creation of Lots and the change of the size or configuration of Lots shall be achieved in accordance with applicable laws, subject to the filing of a Supplemental Declaration if it is required under any other Section of this Article.

Section 2. Annexation and Deletion of Lands to and from Rosefarm at Rosemont. Declarant shall have the right from time to time during the Class B Control Period to subject to the provisions of this Declaration and the jurisdiction of the Rosefarm at Rosemont Homeowners Association any additional real property within the Additional Land and other lands within Summit County, or to delete from the real property subject to this Declaration any real property now or hereafter subjected to the provisions of this Declaration which does not have a Residence thereon owned by a Person other than a Class B Member, unless consented to in writing by the Owner thereof. Such annexation or deletion shall be accomplished by Declarant's execution and filing with the Summit County Recorder of a Supplemental Declaration to this Declaration identifying the property being annexed or deleted. Such Supplemental Declaration shall not require the consent of Class A or Class B Members or execution by any Person other than Declarant and the owner of any land being annexed or deleted if such owner is not Declarant.

Section 3. Creation and Conveyance of Common Areas. Declarant during the Class B Control Period and the Rosefarm Association thereafter reserve the right to create Common Areas within Rosefarm at Rosemont for the use and benefit of all Owners and Occupants within Rosefarm at Rosemont. To designate Common Areas, Declarant (or the Association) shall include with any Supplemental Declaration used to expand Rosefarm at Rosemont or in any other recorded instrument a legal description and/or a drawing showing the location of the Common Areas. The Common Areas may be owned by Declarant or the Association or any other Person, but if not owned by the Declarant or the Association, the other Person shall execute the Supplemental Declaration or other recorded document. Prior to the end of the Class B Control Period, Declarant shall convey (or cause to be conveyed) any and all Common Areas to the Rosefarm at Rosemont Homeowners Association, free and clear of all liens and encumbrances except easements, restrictions, conditions, covenants and other matters of record, zoning ordinances, and taxes and assessments both general and special which may be a lien but are not due and payable.

Section 4. Annexation or Deletion of Lands to or from the Common Areas. Declarant shall have the right from time to time during the Class B Control Period and the Association

thereafter to add lands to the Common Areas or to delete lands from the Common Areas. Such annexation or deletion shall be accomplished by Declarant's or the Rosefarm at Rosemont Homeowners Association's execution and filing with the Summit County Recorder of a Supplemental Declaration to this Declaration identifying the property being annexed or deleted. Such Supplemental Declaration shall not require the consent of the Class A or Class C Members or execution by any Person other than Declarant (or the Association) and the Owner (if not the Declarant). The Rosefarm at Rosemont Homeowners Association shall execute any documents requested by Declarant to manifest the intent of this Section.

Section 5. Easements for the Benefit of Owners. Every Owner shall have the right and easement of enjoyment in and to the Common Areas, subject to this Declaration and to any restrictions or limitations of record. Any Owner may delegate his or her right of enjoyment to Occupants of his or her Residence and guests, subject to rules and regulations which may be adopted from time to time by the Board or Declarant. Notwithstanding the above, no Owner or Occupant may install in or place any object upon or change or remove any portion of the Common Areas without first obtaining the written consent of Declarant or the Board.

ARTICLE III

ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. The Owners of real property within Rosefarm at Rosemont shall automatically be Members of the Rosefarm at Rosemont Homeowners Association. In addition, Declarant shall be a Member.

Section 2. Types of Membership - Voting. The Rosefarm at Rosemont Homeowners Association shall have two (2) classes of Membership, Class A and Class B Members, as follows:

(a) The Class A Members shall be the Owners of Lots and/or Residences (including Residences in a condominium development or Apartment Complex). With respect to all voting of Members after the Class B Control Period and to exercise the rights of the Class A Members pursuant to Section 3 of Article XII, Class A Members shall have one (1) vote for each Residence owned by such Class A Member. During the Class B Control Period, the Declarant shall designate the members of the Board of Trustees of the Rosefarm at Rosemont Homeowners Association and the Class A Members shall have only those limited voting rights as are expressly granted to them under this Declaration. After the Class B Control Period, except as set forth to the contrary in this Declaration, all of the voting rights of the Members shall be vested in the Class A Members.

(b) The Class B Member shall be the original Declarant and any Person designated as a successor Declarant with respect to specific portions of real property within Rosefarm at Rosemont. The original Class B Member, or its designated successor who is expressly given such right in a recorded document, shall have the right to designate the Board of Trustees of Rosefarm at Rosemont Homeowners Association and shall otherwise control Rosefarm at Rosemont Homeowners Association during the Class B Control Period. The Class B Membership shall terminate at the end of the Class B Control Period, except as to those rights specifically reserved to Declarant in this Declaration.

ARTICLE IV

ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION'S RIGHTS AND RESPONSIBILITIES

The rights and duties of the Rosefarm at Rosemont Homeowners Association set forth in this Article IV shall be undertaken by the Rosefarm at Rosemont Homeowners Association. Except as otherwise expressly provided to the contrary in this Declaration, the costs of complying with the provisions of this Article shall at all times be a Common Expense.

Section 1. Common Area Facilities. The Rosefarm at Rosemont Homeowners Association and Declarant shall have the right, but shall not be obligated, to construct and install facilities on the Common Areas. If constructed by Declarant the Common Area facilities shall be paid for in full by Declarant. Declarant shall indemnify and save the Rosefarm at Rosemont Homeowners Association harmless from and against any and all claims, actions, causes of action, liabilities and expenses which may be incurred as a result of any mechanics' lien filed in connection with Declarant's construction of Common Area facilities in the Common Areas, but Declarant reserves the right to contest any such lien.

Section 2. Rosefarm at Rosemont Homeowners Association's Maintenance Responsibility. The Rosefarm at Rosemont Homeowners Association shall keep and maintain the Common Areas in good condition and repair. Rosefarm at Rosemont Homeowners Association shall also maintain (a) the several lakes and ponds within Rosefarm at Rosemont, and (b) the earth mounds from the centerline outward toward the street adjacent to Cleveland-Massillon Road, Rothrock Road and Rosemont Boulevard which Declarant elects to install, even if such lakes, ponds and mounds are within a Lot. The Owners of the Lots on which the mounds are located shall have the obligation to maintain the mounds from the centerline away from the street. The Rosemont Association shall also maintain all portions of the public rights-of-way with Rosefarm at Rosemont, except for any streets or sidewalks or areas which the City shall agree to maintain. By way of example, the Association shall maintain the twenty-five

foot (25') grass strips on the Rosemont Boulevard right-of-way and landscaping on the entrance islands within Rosefarm at Rosemont. All costs associated with the Rosefarm at Rosemont Homeowners Association's duties set forth in this Section 2 shall be Common Expenses.

Section 3. Insurance. (a) Property Insurance. The Board shall have the authority to and shall obtain a standard all-risk hazard insurance policy, to the extent reasonably available at a reasonable cost, as determined by the Board, for all normally insurable buildings and facilities on the Common Areas, if any, designating Declarant as an additional insured and loss payee. If all-risk coverage is not reasonably available, then a fire and extended coverage policy shall be obtained on those building and facilities on the Common Areas which are customarily insured, if any. Property insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost in the event of damage or destruction from any insured casualty without co-insurance penalty.

(b) Liability Insurance. The Board shall further keep in full force and effect, for the benefit of the Rosefarm at Rosemont Homeowners Association, with Declarant and, if possible, all Members as additional insureds, comprehensive public liability insurance with personal injury coverage and with a contractual liability endorsement, with minimum limits of at least One Million Dollars (\$1,000,000.00) on account of bodily injuries to or death of one (1) or more than one (1) person as a result of any one (1) accident or disaster and Five Hundred Thousand Dollars (\$500,000.00) on account of damage to property. The Association's liability insurance shall cover occurrences on or affecting the ponds, streams, lakes, mounds installed by Declarant and those portions of the public right-of-way which the Association is required to maintain pursuant to this Declaration. Each Owner of a Lot shall obtain liability insurance covering such Owner's Lot, including, without limitation, which will cover occurrences on or affecting any ponds, streams, lakes and mounds installed by Declarant; and the liability insurance of the Owner of the Lot containing a pond, lake, stream or mound installed by Declarant shall be primary.

(c) Deductible - General Provisions. The hazard insurance policies may contain a reasonable deductible determined by the Board. All insurance coverage obtained by the Board shall be governed by the provisions hereinafter set forth:

(i) All policies shall be written with a company (A) with a minimum policy holder's rating of A- and a minimum financial rating of XII under Best's Key Rating Guide-Casualty most recently published by A.M. Best Company, and (B) licensed to do business and admitted in Ohio.

(ii) All policies shall be for the benefit of the Rosefarm at Rosemont Homeowners Association and its Members.

(iii) Exclusive authority to adjust losses under policies obtained by the Rosefarm at Rosemont Homeowners Association shall be vested in the Board; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(iv) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, Occupants or their mortgagees.

(v) All hazard insurance policies shall have an inflation guard endorsement, if reasonably available at a reasonable cost, as determined by the Board, and an agreed amount endorsement if co-insurance is obtained.

(vi) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(A) a waiver of subrogation by the insurer as to any claims against the Declarant, Board, Manager (as hereinafter defined), Owners and their respective tenants, servants, agents and guests, and Occupants;

(B) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(C) a statement that no policy may be cancelled, invalidated, suspended or subject to non-renewal on account of any one or more Member(s);

(D) a statement that no policy may be cancelled, invalidated, suspended or subject to non-renewal on account of the conduct of Declarant, any trustee, officer or employee of the Rosefarm at Rosemont Homeowners Association or its duly authorized Manager without prior demand in writing delivered to the Rosefarm at Rosemont Homeowners Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Rosefarm at Rosemont Homeowners Association, any Member or mortgagee;

(E) that any "other insurance" clause in any policy exclude individual Member policies from consideration; and

(F) that the Rosefarm at Rosemont Homeowners Association and any additional insured (and any named mortgagee) will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification or non-renewal.

(d) Other Insurance. In addition to the insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law; directors' and officers' liability coverage, if

reasonably available at a reasonable cost as determined by and authorized by the Board; a fidelity bond or bonds covering trustees, officers, employees and other Persons handling or responsible for the Rosefarm at Rosemont Homeowners Association's funds (except that no Fidelity bond shall be required for Declarant or any management company owned, controlled or affiliated with Declarant); and flood insurance, if required by law. The amount of fidelity coverage shall be determined in the trustees' best business judgment but, if reasonably available at a reasonable cost, may not be less than three (3) months' Assessments on all Members, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Rosefarm at Rosemont Homeowners Association of any cancellation, substantial modification or non-renewal.

Section 4. Taxes and Assessments. Commencing with the first tax collection period after the date this Declaration is recorded, the Rosefarm at Rosemont Homeowners Association shall pay all real estate taxes and assessments, general and special, and personal property taxes payable with respect to any Common Areas and the facilities thereon; and any other property owned by the Rosefarm at Rosemont Homeowners Association, foreseen or unforeseen.

Section 5. Utilities Charges. The Rosefarm at Rosemont Homeowners Association shall pay for all charges for water, sewer, electricity, gas, telephone and any other utility services used or consumed in connection with the Common Areas and any property owned or maintained by the Rosefarm at Rosemont Homeowners Association pursuant to this Declaration.

Section 6. Rights of Declarant. Notwithstanding anything in this Article to the contrary, during the Class B Control Period, the Declarant shall have the right to perform the maintenance responsibilities of the Rosefarm at Rosemont Homeowners Association, including, without limitation, maintenance of any Common Areas and any facilities thereon, place the insurance required in this Article and pay the taxes and assessments and utility charges as required in this Article. All costs and expenses incurred by Declarant in exercising its rights under Article IV (including reasonable overhead charges of Declarant) shall be deemed to be Common Expenses and shall be charged to and payable by the Class A Members as Assessments, as hereinafter set forth.

ARTICLE V

MANAGEMENT AND OPERATION

Section 1. Management of the Common Areas. The Rosefarm at Rosemont Homeowners Association shall maintain control, operate and manage the Rosefarm at Rosemont Homeowners

Association and any Common Areas and any facilities thereon. In that connection, the Rosefarm at Rosemont Homeowners Association shall make all decisions with respect to the operation and management. The Rosefarm at Rosemont Homeowners Association shall have the right to retain employees and managers, even if they are affiliated with Declarant. The Rosefarm at Rosemont Homeowners Association shall further have the right to adopt rules and regulations (which may include rules and regulations relating to lakes, ponds and streams in Rosefarm at Rosemont), to exercise all rights and remedies with respect to enforcement of this Declaration and any rules and regulations and to exercise the implied rights alluded to in this Article. The Rosefarm at Rosemont Homeowners Association shall operate the Rosefarm at Rosemont Homeowners Association in a manner consistent with the operation of first quality residential developments and shall not discriminate against any Owner or Member in connection therewith. The costs so incurred by the Rosefarm at Rosemont Homeowners Association and/or Declarant in connection therewith (together with reasonable overhead charges of Declarant) shall be deemed to be Common Expenses.

Section 2. Other Users of Common Areas. (a) The Rosefarm at Rosemont Homeowners Association shall have the right to designate persons to use Common Areas, including, without limitation, recreation facilities, who are neither Owners or Occupants, nor their guests, for fees to be determined by the Rosefarm at Rosemont Homeowners Association from time to time.

(b) The Declarant shall have the right to designate Persons or classes of Persons (such as neighboring property owners) who will have the right to use Common Areas, including, without limitation, recreation facilities, under such conditions and for such periods as may be set forth in a letter or other written agreement between Declarant and the designated Persons and filed with the Rosefarm at Rosemont Homeowners Association, for a fee commensurate with that portion of the Common Expenses attributable to the costs relating to the use and operation of those Common Areas, including, without limitation, recreation facilities, payable by the Class A Members. Any arrangements made by Declarant pursuant to the provisions of this Section 2(c) shall not be amended, revoked or impaired without first obtaining the Declarant's written consent.

Section 3. Additional Property. The Declarant, in Declarant's sole discretion during the Class B Control Period, and the Rosefarm at Rosemont Homeowners Association thereafter through action of its Board, may acquire, hold, mortgage, grant a security interest in, and dispose of real and tangible and intangible personal property. Cash belonging to the Rosefarm at Rosemont Homeowners Association shall be deposited in bank or savings and loan accounts or invested in certificates of deposit or in other investments insured or issued by the United States Government or an agency thereof. Cash may also be deposited in money market funds of national brokerage firms.

Section 4. Employees and Managers. The Rosefarm at Rosemont Homeowners Association shall have the right to engage employees and agents such as attorneys, accountants and consultants and maintenance firms and contractors. The Rosefarm at Rosemont Homeowners Association shall have the right to delegate all or any portion of its authority and responsibilities to a manager, managing agent or management company (a "Manager"). Such delegation may be evidenced by a management contract which shall provide for the duties to be performed by the Manager and for the payment to the Manager of reasonable compensation. Upon the expiration of each management agreement, the Rosefarm at Rosemont Homeowners Association may renew said management agreement or enter into a different agreement with the same or a different Manager, provided that no management agreement or renewal thereof shall be for a period longer than one (1) year and provided, further, that the Board may designate a different Manager with whom the Rosefarm at Rosemont Homeowners Association shall enter into an agreement after the expiration of the then-existing management agreement. The Manager may be an entity owned, controlled by, affiliated with or associated with the Declarant or any partner, shareholder, officer, director, agent or employee of Declarant (an "Affiliate"). Each management agreement shall provide that it may be terminated by either party upon ninety (90) days' written notice.

Section 5. Rules and Regulations. The Board may make and enforce non-discriminatory and reasonable rules and regulations governing the use of its property and the ponds, lakes and streams on Lots, which rules and regulations shall not be inconsistent with the rights and duties established by this Declaration.

Section 6. Enforcement. The Rosefarm at Rosemont Homeowners Association may take all actions reasonably necessary under the circumstances to enforce the provisions of this Declaration. Sanctions for violation of any covenant of this Declaration or of any rules adopted by the Board may include reasonable monetary fines against Owners and Occupants (as set forth in the By-Laws) and suspension of the right to use any recreation facilities. The Board, or the Declarant during the Class B Control Period, shall, in addition, have the power to seek injunctive or other equitable relief in any court in the event of violations or to abate nuisances. Sanctions may be imposed upon Owners and Occupants for any violation caused by such Owners or Occupants, or their guests.

Section 7. Implied Rights. The Rosefarm at Rosemont Homeowners Association, and the Declarant during the Class B Control Period, may exercise any other right or privilege given to it expressly by this Declaration, the By-Laws or under Ohio law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. The provisions of this Section 7 shall be liberally construed.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Authority of ACC - Design Criteria. (a) The Board of Trustees shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Architectural Control Committee (the "ACC") established in this Article VI. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration.

(b) The ACC shall have the right from time to time to prepare Design Criteria for "construction" within Rosefarm at Rosemont which Design Criteria may be applicable to Rosefarm at Rosemont as a whole, or may be confined to the Fairways at Rosemont, Rosemont Ridge, and/or any other development within Rosefarm at Rosemont. The ACC shall have the right to modify the Design Criteria and to issue supplemental and additional Design Criteria from time to time. It shall be the obligation of each Owner and Builder to obtain the Design Criteria in effect when plans are prepared for the "construction" (as defined below) of a Residence. Any changes in the Design Criteria will be without notice to any Owners or Builders, it being the obligation of each Owner and Builder to obtain the most current, updated Design Criteria.

(c) Without the approval of the ACC and only in strict compliance with this Section, there shall be no "construction" within Rosefarm at Rosemont, which term shall include within its definition, without limitation, (i) staking, clearing, excavating, installing Utility Facilities, grading, and other site work in connection with any building, fence, walk or other structure, (ii) construction or installation of any new building or improvement or exterior alteration or modification of existing buildings or improvements or lakes, ponds or streams, (iii) plantings or removal of plants, trees, grass, mounds installed by Declarant, or shrubs (collectively referred to as "Landscaping"), except for landscaped areas or beds within ten feet (10') of a Residence, (iv) change of the color or exterior material(s) of the exterior finish of any structure or architectural elements (including, without limitation, the roof, doors, windows and exterior walls of a Residence), and (v) installations on or to the roof or exterior walls of a Residence or on a Lot.

Section 2. Structure of Committee. The ACC shall be composed of three (3) natural persons who need not be Members of the Association or Occupants of Rosefarm at Rosemont. The affirmative vote of two (2) members of the ACC shall be required in order to adopt or promulgate any Rule, to issue any permit, authorization or approval, or to take any other action pursuant to this Article.

Section 3. Approval of Plans. (a) There shall be no "construction" (as defined in Section 1(c) of this Article VI hereof) within Rosefarm at Rosemont unless detailed plans and specifications of the proposed construction shall have been submitted to and approved in writing (except where approval results from non-action) by the ACC. Three (3) copies (one of which may be permanently retained by the Association) of plans and specification therefore shall be submitted to the ACC showing in such detail as the ACC may request, the size, location, type, costs, use, materials of construction, color scheme, grading plan (or change of grading) of the Lot (including the grade elevations of any buildings and structures), Landscaping, and such other information as the ACC shall request has been furnished to and approved in writing by the ACC. Each grading plan shall be submitted to the ACC for approval prior to commencing lot grading. This plan shall specify all of the grade changes from existing conditions, the proposed first floor and garage floor elevations, and the means by which surface drainage shall be controlled.

(b) In the event that the ACC fails to approve or disapprove any construction request as herein provided or fails to request additional information within thirty (30) days after receipt of all required plans and specifications by the Chairman of the ACC, the same shall be deemed to have been approved, as submitted, and no further action shall be required.

Section 4. Grounds for Disapproval. The ACC shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

(a) Failure of such plans or specifications or requested construction to comply with any covenants and restrictions contained in this Declaration;

(b) Failure to include information in such plans and specifications as may have been reasonably requested;

(c) Incompatibility of design or appearance of any proposed structure or building with any existing or contemplated structures, buildings or existing topography;

(d) Objection to the location of any proposed structures;

(e) Objection to the color scheme, exterior materials, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed building or structure;

(f) Objection related to the cost of maintenance to the extent the Rosefarm at Rosemont Homeowners Association or an Apartment Complex is responsible for the maintenance thereof;

(g) Likely interference of the installation with the quiet enjoyment of a neighbor;

(h) Any other matter which, in the judgment of the ACC, will render the proposed building, structure or change inharmonious with the general plan of Rosefarm at Rosemont, or the buildings, structures or uses within Rosefarm at Rosemont, or below the Community-Wide Standard then existing; or

(i) Failure to conform Design Criteria established from time to time by the ACC.

In any case where the ACC shall disapprove any plans and specifications submitted hereunder or shall approve the same only as modified or under specified conditions, such disapproval or qualified approval shall be accompanied by a written statement of the grounds upon which such action was based.

Section 5. Rights of Appeal. If the ACC shall disapprove any plans and specifications submitted hereunder or any other matter brought before it, there shall be a right to appeal such decision to the Board. Such appeal must be submitted to the Board by the applicant, in writing, within thirty (30) days after receipt of notice of the decision from the ACC. No later than forty-five (45) days after receipt of the notice of appeal, the Board shall examine the plans and specifications or other data submitted, as well as the grounds upon which the ACC disapproved such plans and specifications. The affirmative vote of seventy-five percent (75%) of the members of the Board shall be required to reverse or modify decisions of the ACC.

Section 6. Violation of Article VI. (a) If any building, fence, wall or other structure shall be constructed, installed, altered, erected, placed or maintained upon any portion of Rosefarm at Rosemont; or any plantings made or removed; or changes made to Lots or exteriors of Residences, or exterior finishes of any structure; or installations made to roofs or exterior walls, without the approval of the ACC (unless exempted pursuant to the provisions of this Article), such construction, alteration, erection, placement, maintenance or use or other act shall be deemed to have been undertaken in violation of this Article VI and without the approval required herein. Upon written notice from either the ACC, any trustee or officer of the Association, or the Declarant, any such building, fence, wall, plant, Landscaping, exterior, exterior finish, or other structure so constructed, installed, changed, altered, erected, placed or maintained upon any portion of Rosefarm at Rosemont in violation hereof shall be promptly removed and any such use shall be terminated so as to extinguish such violation.

(b) If within fifteen (15) days (or immediately in an emergency) after written notice of such a violation reasonable steps have not been taken toward the alleviation or termination of the same or if such mitigation or remedial action is not prosecuted with due diligence until satisfactory completion of same, the Board shall have the right, through agents and employees, to enter upon the land and to summarily abate and/or remove any building, fence, wall, plant, Landscaping, tree,

exterior of a Residence, exterior finish, or other structure, or to take such steps as may be necessary to cure the violation. In addition to the foregoing, the Board shall have the right to obtain an injunction from any court having jurisdiction for the cessation of such alteration, erection, or other act which is in violation of this Article VI. The rights and remedies of the Board contained in this Article shall be non-exclusive and in addition to any other rights or remedies available at law or in equity. The Board shall notify in writing the Person in violation of this Article VI of all of the costs incurred to remedy same (including, without limitation, any attorneys' or consultants' fees, court costs, and all other expenses incurred in connection with the curing of such violation) and any damages to which the Board may be entitled. If said amounts are not paid within ten (10) calendar days following said notification, then the Board shall have the right to levy a Special Assessment against said Owner for such amount.

Section 7. Costs of Architectural Control Committee. The Board shall establish an annual budget for the costs and expenses of any architects or other consultants or professionals on the ACC. All other members shall not be compensated for their services. The costs of ACC shall be a part of the Common Expenses of the Association.

Section 8. Liability of Members of Architectural Control Committee. No member of the ACC shall be liable to the Association, any Member, or any Person for his acts or omissions or for failure to act, except for acts of a malicious or wanton nature. Except for acts of a malicious or wanton nature by any member of the ACC, the Association shall indemnify and save each member of the ACC harmless from and against any and all costs, liabilities, damages, and expenses, including reasonable attorneys fees, which may be incurred by such member of the ACC in connection with or arising out of the activities of such person as a member of the ACC. Any amounts payable pursuant to this Section 8 shall be deemed to be Common Expenses.

Section 9. No Waiver of Future Approvals. The approval of the ACC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ACC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 10. Declarant Not Subject to ACC. The Declarant shall not be subject to the provisions of this Article VI (except for the Design Criteria) and the Declarant may undertake any "construction" (as defined in Section 1 of this Article VI), including, without limitation, the construction of Residences, without the approval of the ACC or the Board.

Section 11. Board's Right to Act as ACC. During the Class B Control Period, the Board shall not be required to appoint an ACC if the Board shall undertake the functions and duties of the ACC as set forth in this Article VI. In such event, there shall be no right to appeal the decisions of the Board, except as may be otherwise afforded under applicable law.

ARTICLE VII

RESTRICTIONS

Rosefarm at Rosemont shall be used only for residential, recreational, and related purposes, which include, without limitation, offices for any property managers retained by the Rosefarm at Rosemont Homeowners Association or sales or business offices for a Builder and/or the Declarant or the Rosefarm at Rosemont Homeowners Association or their agents or representatives. The Rosefarm at Rosemont Homeowners Association, acting through its Board of Trustees and Declarant, shall have standing and the power to enforce such restrictions.

The Rosefarm at Rosemont Homeowners Association, acting through its Board, shall have authority to make and to enforce standards and restrictions governing the use of Rosefarm at Rosemont in addition to those contained herein. This authority shall include, without limitation, the power to regulate the speed and flow of traffic on private roads within Rosefarm at Rosemont. Such regulations and use restrictions shall be binding upon all Owners and Occupants until and unless cancelled or modified.

Section 1. Subdivision or Expansion of Lots. Unless approved by Declarant or the Board, no Lot shall be subdivided, enlarged, or diminished in size. Except for Apartment Complexes and condominiums approved by Declarant or the Board, no more than one (1) Residence shall be permitted on any Lot.

Section 2. Signs. No sign or other advertising device of any kind, temporary or permanent, shall be erected or placed within Rosefarm at Rosemont without the prior written consent of the Board or the Declarant. The Board and the Declarant shall have the right to erect signs or other advertising devices and to permit Builders and realtors to erect signs and other advertising devices within Rosefarm at Rosemont as the Declarant or the Board in its discretion, deems appropriate. Notwithstanding the above, no signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside Rosefarm at Rosemont shall be permitted within Rosefarm at Rosemont.

Section 3. Parking - Motor Vehicles. Except as otherwise provided herein, vehicles shall be parked in the garages, the driveway exclusively serving a Residence, or in appropriate parking spaces or areas designated by the Board

(which parking spaces may or may not be assigned) and in no other areas within Rosefarm at Rosemont, subject to such rules and regulations as the Board may adopt. The Board may, in its discretion, require registration of vehicles of Occupants of Residences. Commercial vehicles (excluding two-axle trucks), tractors, mobile homes, trailers (either with or without wheels), campers, camper trailers, boats and boat trailers shall not be parked in Rosefarm at Rosemont other than in garages unless permitted by the Board and then only in areas designated by the Board. The storage of boats and recreational vehicles is prohibited upon Rosefarm at Rosemont except in garages. Notwithstanding the above, the Declarant and the Builders, with the Declarant's or the Rosefarm at Rosemont Homeowners Association's consent, shall be permitted to park vehicles in parking spaces and undeveloped areas designated by Declarant as may be necessary to perform construction, sales and other functions of the Declarant or Builders.

Section 4. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of Rosefarm at Rosemont, except that dogs, cats, fish, birds or other usual and common household pets permitted by the Declarant or the Rosefarm at Rosemont Homeowners Association may be permitted in a Residence. The number of pets within a Residence may be regulated under rules adopted by the Board. No pets shall be permitted to roam free; those which, in the sole discretion of the Board, endanger the health, make objectionable noise or odors, or constitute a nuisance or inconvenience to the Owners or Occupants of other Residences or the Owner of any portion of Rosefarm at Rosemont shall be removed upon written notice from the Board; if the Owner fails to honor such notice, the pet may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Residence be confined on a leash held by a responsible Occupant. Rules promulgated by the Board may impose more stringent restrictions on animals and pets.

Section 5. Nuisance. No portion of Rosefarm at Rosemont shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of Rosefarm at Rosemont that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Occupants of surrounding property. No so-called hazardous or toxic materials, wastes or substances (as defined by any federal or state statute or law) shall be released, generated in or brought upon Rosefarm at Rosemont or disposed of except in strict compliance with Legal Requirements. No noxious or offensive activity shall be carried on upon any portion of Rosefarm at Rosemont, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any portion of Rosefarm at Rosemont. There shall

not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the reputation or enjoyment of Rosefarm at Rosemont.

Section 6. Unsightly or Unkept Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot, including any mounds installed by Declarant from the top centerline and away from the street. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of Rosefarm at Rosemont.

Section 7. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of Rosefarm at Rosemont, including any Lot, without the prior written consent of the Board or Declarant. The Declarant and/or the Rosefarm at Rosemont Homeowners Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of Rosefarm at Rosemont, should any such master system or systems be utilized by the Rosefarm at Rosemont Homeowners Association and require any such exterior apparatus.

Section 8. Basketball Facilities, Clotheslines, Garbage Cans, Tanks, Etc. All basketball hoops and backboards, and other similar items shall be located or screened so as to be concealed from view of neighboring Residences, streets, and property located adjacent to the Residence. No exterior clotheslines may be installed and no exterior drying of clothes will be permitted. All rubbish, trash, and garbage shall be kept in proper containers within a Residence except for days of trash collection when garbage cans and containers may be placed at the curb not more than twelve (12) hours before and twelve (12) hours after trash pick-up. Such garbage cans and containers shall be kept in accordance with applicable law and the rules to be adopted by the Board.

Section 9. Subdivision of Residences. No Residence shall be subdivided or moved except with the prior written approval of the Board.

Section 10. Guns. The discharge of firearms within Rosefarm at Rosemont is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

Section 11. Pools. No outdoor swimming pools shall be erected, constructed or installed within Rosefarm at Rosemont without the written consent of the ACC.

Section 12. Tents, Trailers and Temporary Structures. Except as may be permitted by the Declarant during initial construction of a Residence and other improvements within Rosefarm at Rosemont, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon a Lot or any part of Rosefarm at Rosemont.

Section 13. Drainage and Septic Systems. No obstructions or debris shall be placed in any drainage facility, including, without limitation, any ponds, lakes or streams. No Person other than Declarant or the Board may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains or ponds, streams or lakes. Declarant and the Rosefarm at Rosemont Homeowners Association each hereby reserves a perpetual easement across Rosefarm at Rosemont for the purpose of altering drainage and water flow. Catch basins and drainage areas are for the purpose of natural flow of water only. Septic systems are prohibited within Rosefarm at Rosemont. The continuity of any existing surface or subsurface drainage improvements shall be protected and shall remain in a condition that is satisfactory to the Association. A storm sewer system has been provided for the collection of roof and basement sump pump discharge in Rosemont Ridge. All such drains must be connected to this collection system. No surface discharge shall be permitted. Proper provision for the prevention of debris entering the system shall be made for each Lot by the Owner and approved by the ACC or the Association.

Section 14. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within Rosefarm at Rosemont, except for temporary lines as required during construction and high voltage lines if required by law or existing easements or for safety purposes and are approved by the Board.

Section 15. Air Conditioning Units. Except as may be permitted by the Board and ACC, no window air conditioning units may be installed in any Residence.

Section 16. Lighting. Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved in accordance with Article VI of this Declaration. The Board shall have the right to require the removal or modification of any seasonal decorative lights it deems offensive.

Section 17. Artificial and Natural Landscaping, Exterior Sculpture and Similar Items. No natural landscaping shall be removed, unless approved in accordance with Article VII of this Declaration. Exterior sculptures, fountains, flags, and similar items must be approved by the ACC.

Section 18. Lakes, Ponds and Water Bodies. All lakes, ponds, and streams within Rosefarm at Rosemont shall only be used

for storm sewer management and as aesthetic amenities, and no recreational use thereof, including, without limitation, swimming, boating, playing, fishing or use of personal flotation devices, shall be permitted, except by the Owners of Lots in which such bodies of water are located, at the sole risk of the Owner; but no Owner shall be permitted within thirty feet (30') from the land of another Owner (except in an emergency). No power boats or vehicles shall be permitted on such lakes and ponds at any time. No docks or other structures shall be constructed or placed in or immediately adjacent to the water. The Declarant and Rosefarm at Rosemont Homeowners Association may make reasonable rules with respect to the use of said lakes, ponds, and streams which shall be binding upon the Owners and Occupants of the Lots on which such lakes, ponds and streams are located. The Rosefarm at Rosemont Homeowners Association and Declarant shall not be responsible for any loss, damage, or injury to any Person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within Rosefarm at Rosemont.

Section 19. Leasing. No Owner shall lease his or her Residence for less than six (6) months or lease a portion (but not all) of a Residence, without the prior consent of the Board. The names of all Persons leasing a Residence shall be furnished to the Rosefarm at Rosemont Homeowners Association by the Owner.

Section 20. Playground. Any playground or other play areas or equipment furnished by the Rosefarm at Rosemont Homeowners Association or erected within Rosefarm at Rosemont shall be used at the sole risk of the user, and the Rosefarm at Rosemont Homeowners Association and Declarant shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to the use thereof.

Section 21. Business Use. No trade or business may be conducted in or from any Residence, except that an Owner or Occupant may conduct business activities within the Residence so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Residence; (b) the business activity conforms to all zoning requirements applicable to Rosefarm at Rosemont; (c) the business activity does not involve door-to-door solicitation of residents of Rosefarm at Rosemont; (d) the business activity does not use parking spaces other than directly in front of a Lot, and (e) the business activity is consistent with the residential character of Rosefarm at Rosemont and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Occupants of Rosefarm at Rosemont, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than

the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Residence shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant or Builders designated by the Declarant with respect to the development and sale of Rosefarm at Rosemont or Residences within Rosefarm at Rosemont.

Section 22. Repair or Removal of Damaged Property. In the event that any improvement, building or structure within the Property shall be damaged or destroyed by any fire or other casualty the Owner shall immediately either (a) commence the repair or rebuilding of said improvements following such damage or destruction and thereafter diligently and continuously complete the same, or (b) raze said improvement, building or structure and remove rubble and debris from the area as promptly as possible in the circumstances. In either event, the damaged improvement, building or structure shall immediately be placed in a safe, sightly and in an aesthetic condition so as not to detract from the appearance of Rosefarm at Rosemont.

Section 23. Grading. No Person shall change the grade of any portion of Rosefarm at Rosemont without first obtaining the prior written consent of the Rosefarm at Rosemont Board or the ACC.

Section 24. Fences. Fences, walls, dog areas, or animal pens of any kind shall not be erected or permitted to remain upon any portion of Rosefarm at Rosemont unless approved by the ACC.

Section 25. Protection of Trees and Plants. Except as Declarant or a Builder shall determine with Declarant's consent no tree shall be removed without the express authorization of the Rosefarm at Rosemont Homeowners Association or the ACC which, in its discretion, may adopt and promulgate rules regarding the preservation of trees and other natural resources and the replacement of any trees removed.

Section 26. Exterior Features. The exterior of any building or structure in Rosefarm at Rosemont shall not be altered, modified, changed, or redecorated in any way so as to change the appearance or decor or exterior of the structure, nor shall any change of the Landscaping (including, without limitation, the mounds installed by Declarant) be made by an Owner (other than as permitted pursuant to Article VI) without the authorization of the ACC or the Declarant.

Section 27. Lights on Exterior of Residence. A post light at the driveway shall be as specified by the Association or ACC and located along the driveway a minimum of twenty-five feet

(25') back from the edge of street pavement. The Owner shall pay for and install post light. Each Owner shall keep and maintain said light in good condition, repair and working order, and shall replace any burnt-out bulbs as promptly as required. The Board may adopt rules in connection with said lighting.

Section 28. Size and Height of Residences.

(a) Residences on Lots (other than Apartment Complexes and condominium developments) shall contain a basement, unless the ACC determines that soil conditions make a basement inadvisable.

(b) Residences located in Rosemont Ridge shall have the following minimum "Floor Area":

One-Story House - 2,300 square feet
Two-Story House - 2,600 square feet

(c) Residences located at "Fairways at Rosemont" (sixteen (16) Lots) shall (i) have a minimum square footage of three thousand five hundred (3,500) square feet for a two-story house, and two thousand six hundred (2,600) square feet for a one-story house; or (ii) a minimum purchase price (for the first sale only) of Four Hundred Thousand Dollars (\$400,000.00); or (iii) shall be of the type and quality which compliment in a positive way the other Residences being constructed in Fairways at Rosemont as determined by the ACC.

(d) "Floor Area" shall be measured to the exterior faces of all exterior walls on each floor, excluding basements, patios, garages, decks, porches and similar improvements. In the case of a Cape Cod, the second floor area shall be computed from the outside dimensions to the knee walls; in the case of open ceilings to the second floor, the upper open space may be computed as footage; basements exposed at ground level due to a sloping lot and completed as living area may be allowed toward meeting the minimum square footage when thirty percent (30%) of the total basement perimeter wall is exposed and half of that wall area is window or glass door openings.

(e) No single family Residence in Rosefarm at Rosemont shall be more than two (2) stories high [twenty-two feet (22')] above the average curb elevation not including the roof. Living area designed into the roof area shall not count as a story.

Section 29. Builders - Construction Plans - Front, Rear and Side Yard Requirements. (a) No construction (as defined in Section 1 of Article VI) shall be performed on any Lot except by Builders who have first been approved by the Rosefarm at Rosemont Homeowners Association and Declarant in writing, it being the intent of the Rosefarm at Rosemont Homeowners Association and Declarant to maintain the high quality of homes by permitting construction only by Builders who have, in the judgment of the Rosefarm at Rosemont Homeowners Association or Declarant, the ability and experience to build quality, custom homes in accordance with the general plan for Rosemont at Rosefarm.

(b) Prior to any construction taking place, an Owner must have grading, landscaping and building plans approved by the ACC pursuant to Article VI hereof. All exterior building materials and colors must be approved prior to the start of construction. The ACC shall also approve the first-floor elevation of all homes.

(c) Each Lot shall have a front, rear and side yard Lot lines. In Rosemont Ridge, the dimension of each side yard shall not be less than ten feet (10'); and front and rear yards shall be not less than fifty feet (50'), except on a cul-de-sac the front yard shall not be less than forty feet (40'). In the Fairways at Rosemont the dimension of each side yard shall not be less than fifteen feet (15'); each rear yard shall not be less than thirty feet (30'); and each front yard in Lots 1 through 3 and 12 through 16 (inclusive) shall not be less than forty feet (40') and Lots 4 through 11 (inclusive) shall not be less than fifty-five feet (55'). The side yard nearest the street on any corner Lot shall have a width as designated on the recorded Plat. No shrubbery shall be closer than the allowed setback to the street on corner Lots.

(d) Owner (and Owner's Builder) shall be responsible for the installation of and payment for sidewalks required by the City of Fairlawn. All Lots shall have sidewalks along the entire street frontage. Sidewalks shall be constructed to grade and detail meeting City of Fairlawn requirements; but the sidewalks shall not be constructed until the Residence and final grading have been completed, and the driveway has been constructed out to the back edge of the sidewalk. Notwithstanding the foregoing, if construction of a Residence has not started within twelve (12) months after the Lot or land is available for construction, the Owner shall install the required sidewalk and pay for same. After the sidewalk has been installed, vehicles may not be driven across the sidewalk, except at the driveway. Any damaged sidewalk prior to acceptance by the City of Fairlawn must be replaced by the Owner (or its builder) at his or her expense.

(e) Vegetable gardens are allowed, but shall not exceed four hundred (400) square feet, or be any closer than twenty feet (20') from a Lot line.

(f) Owners who have not commenced building immediately after the Lot is available for construction will be responsible for keeping grass and weeds cut and the area free of any trash or debris. In addition, the Owner shall comply with all Legal Requirements, including, without limitation, the Federal Water Pollution Control Act, with respect to erosion control and storm water pollution prevention. Each Owner and the Owner's Builder shall jointly and severally indemnify and save the Association and Declarant harmless from and against losses, damages, costs, fines, penalties, liabilities, costs and expenses, including, without limitation, attorney fees, arising out of the failure of an Owner (or the Owner's Builder) to comply with all Legal Requirements. Declarant or the Association shall have the right

after giving the Owner written notice (except in emergencies) and the failure of the Owner to do what is required within seven (7) days (except in emergencies) from the giving of such notice, to do whatever is necessary to maintain the Lot in neat and clean condition in accordance with all applicable Legal Requirements, which may include seeding of the Lot or land. The cost shall be paid by the Owner to Declarant or the Association within fifteen (15) days after the giving of an invoice to the Owner.

(g) Within six (6) months after completion and occupancy of a Residence, all lawns and Landscaping shall be completed (planted) except for Residences completed between May 1 and October, when all work must be completed within sixty (60) days.

(h) All roof water shall be continuously conducted to the storm sewer located in the street right-of-way. If City of Fairlawn Legal Requirements are more restrictive, they shall take precedence over these minimum requirements.

(i) The ACC shall have the right from time to time to establish additional Design Criteria and/or to modify existing Design Criteria which will be applicable to all or specified portions of Rosefarm at Rosemont.

Section 30. Violation of Article VII. (a) If any Person required to comply with the foregoing covenants, conditions, and restrictions shall violate any one of the same, the Declarant or the Rosefarm at Rosemont Board shall have the right to give written notice to such Person to terminate, remove or extinguish such violation. Such notice shall expressly set forth the facts constituting such violation. No notice shall be required in an emergency.

(b) If within fifteen (15) days after the giving of such written notice of violation (and immediately in an emergency) reasonable steps shall not have been taken toward the removal, alleviation or termination of same, or if such remedial action is not prosecuted with due diligence until satisfactory completion of same, the Declarant or the Board, shall have the right, through their respective agents and employees, to enter upon that portion of Rosefarm at Rosemont where the violation exists and to summarily correct, terminate, remove or extinguish the same using such force as may be required. In addition to the foregoing, the Declarant or the Board shall have the right to obtain an injunction or other equitable relief from any court having jurisdiction for the cessation of such violation. The rights and remedies of the Board and the Declarant contained in this Paragraph shall be nonexclusive and in addition to any other rights or remedies available in this Declaration, at law or in equity and may be exercised at one time or separately.

(c) The Rosefarm at Rosemont Board or the Declarant shall notify in writing the Person in violation of this Article of all the costs incurred to remedy same (including attorneys

fees) and any other damages, losses, costs, liabilities, claims, expenses or amounts to which the Rosefarm at Rosemont Homeowners Association or Declarant may be entitled. If the same are not paid within fifteen (15) days following said notification, then the Rosefarm at Rosemont Board shall have the right to levy a Special Assessment and, upon failure to pay such Special Assessment, may perfect a lien upon a portion of the Lot and/or Residence owned by such Person. In addition, the Owner of any portion of Rosefarm at Rosemont in violation of this Article shall be liable, jointly and severally, for any violations of an Occupant of such Owner's property.

ARTICLE VIII

ASSESSMENTS

Section 1. Creation of Assessments. (a) Assessments are hereby created for the Rosefarm at Rosemont Homeowners Association for costs and expenses as may from time to time be authorized by the Board which shall commence at the time and in the manner set forth in this Article. There shall be two (2) types of Assessments: (i) Base Assessments to fund Common Expenses; and (ii) Special Assessments as described in Section 5 below.

(b) Each Class A Member and Class B Member that is an Owner of a Residence in Rosefarm at Rosemont, by acceptance of a deed or recorded contract of sale to any Lot, is deemed to covenant and agree to pay Assessments and to consent to the imposition of a lien on the Lots owned by such Owner.

(c) All Assessments, together with other collection charges consisting of (i) interest determined on a uniform basis for all delinquent Members by the Board at a rate not to exceed the highest rate allowed by Ohio law with respect to individuals as computed from the date the delinquency first occurs until payment; (ii) a one-time late payment charge if any Assessment shall not be received by the Association within five (5) days of the date due, as established from time to time by the Board (but in no event higher than ten percent (10%) of the amount due); and (iii) reasonable costs and attorneys' fees paid or incurred (collectively, the "Collection Charges"), shall be a charge against and a continuing lien upon the property of such Owner. Each such Assessment, together with the Collection Charges, shall also be the personal obligation of the Owner.

(d) The Rosefarm at Rosemont Homeowners Association shall, within a reasonable time after written demand, furnish to any Owner a certificate in writing signed by an officer or Manager of the Rosefarm at Rosemont Homeowners Association setting forth whether such Assessments have been paid. Such certificate shall be conclusive evidence of payment to the Rosefarm at Rosemont Homeowners Association of such Assessments therein stated to have been paid. The Rosefarm at Rosemont

Homeowners Association may require the advance payment of a processing fee not to exceed Forty Dollars (\$40.00) for the issuance of such certificate.

(e) Assessments shall be paid in such manner and on such dates as may be fixed by the Board. Unless the Board otherwise provides, the Base Assessment shall be paid in quarterly installments.

(f) No Member or Owner may waive or otherwise be exempt from liability for Assessments provided for herein, including, by way of illustration and not limitation, by non-use of any recreation facilities by such Member or Owner or by attempted withdrawal from the Rosefarm at Rosemont Homeowners Association. The obligation to pay Assessments is a separate and independent covenant on the part of each Member and Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Rosefarm at Rosemont Homeowners Association or Board, or Declarant during the Class B Control Period, to take some action or perform some function required to be taken or performed under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are required under this Declaration or other instrument, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, or for any other cause whatsoever.

Section 2. Calculation of Base Assessments; Initial Guaranteed Annual Base Assessments. (a) (i) Each Owner of a Residence shall pay Base Assessments equal to the product of the Common Expenses multiplied by a fraction, the numerator of which is the number of Residences owned by such Owner, and the denominator of which is the total number of Residences within Rosefarm at Rosemont owned by all Owners, which number shall be adjusted as Residences are added quarterly, as of the first day of January, April, July and October of each year.

(ii) Notwithstanding the provisions of Section 2(a)(i) of this Article VIII, the Base Assessments for each Residence within Rosefarm at Rosemont for the period ending on December 31, 1995 shall be One Hundred Seventy Dollars (\$170.00) per year.

(b) The Rosefarm at Rosemont Homeowners Association shall send statements to tenants in an Apartment Complex and shall collect the Base Assessments directly from the tenants, provided that (A) the Owner of the Apartment Complex shall not be relieved from the obligation to pay such Base Assessment, and if a tenant shall not have paid such Base Assessment within fifteen (15) days, such Base Assessment shall be paid by such Owner of the Apartment Complex to the Association, and (B) the Owner of the Apartment Complex will pay to the Association a reasonable fee (including a reasonable overhead charge) for undertaking this billing and collection process.

Section 3. Date of Commencement of Base Assessments.

The Base Assessments payable by a Class A Member shall first commence with respect to Residences owned by Class A Members on the first day of the first calendar quarter following the date such Residence shall first become a Residence. Annual Base Assessments with respect to any Residence shall be adjusted according to the number of days remaining in the calendar year at the time Base Assessments commence.

Section 4. Budget. Beginning with the 1996 calendar year and each calendar year thereafter, the Board shall prepare a budget covering the estimated Common Expenses of the Rosefarm at Rosemont Homeowners Association for that year. Reserve funds shall be established for replacement of substantial capital items (if any) and the budget shall include a contribution to be made by each Owner of a Residence to such reserve fund as determined by the Board. The Board shall attempt to cause a copy of the Common Expenses budget and notice of the amount of the Base Assessment to be levied on each Class A and Class B Member for the following year to be delivered to each Class A and Class B Member prior to the beginning of the calendar year.

Notwithstanding the foregoing, in the event the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Section 5. Special Assessments. (a) In addition to the Base Assessments authorized above, the Board may levy a Special Assessment from time to time applicable to all Owners of Residences for payment of extraordinary non-recurring expenditures. Thus, those Special Assessments shall be computed on the same basis as the Base Assessments are computed. Special Assessments shall be payable in such manner and at such times as may be determined by the Board and may be payable in installments extending beyond the year in which the Special Assessment is approved, if the Board so determines.

(b) The Board may also levy Special Assessments in accordance with Section 6(b) of Article VI, Section 30(c) of Article VII and Section 1(d) of Article IX of this Declaration. Fines levied in accordance with Section 17 of Article III of the By-Laws shall also be deemed to be "Special Assessments" which may be levied against Owners of Residences for which Collection Charges may be collected and a lien may be imposed and foreclosed as set forth in this Article VIII.

Section 6. Lien for Assessments. Upon the recording of a Notice of Lien by the Summit County Recorder which shall contain the name of the delinquent Owner of a Residence, a description of the property upon which the lien shall attach and the amount of the delinquent Assessment and Collection Charges, there shall exist a perfected lien for unpaid Assessments and Collection Charges on the Lots of such Owner, including the

Residences or Apartment Complexes thereon, prior and superior to all other liens, except (a) all governmental taxes, assessments and other levies which by law would be superior thereto; and (b) the lien of any first Mortgage (meaning any Mortgage with first priority over other Mortgages recorded before the Notice of Lien shall have been recorded) made to an Institutional Mortgagee. Such lien shall encumber all real property of that Owner of a Residence in Rosefarm at Rosemont and may be enforced by suit, judgment and foreclosure in the same manner as real estate mortgages may be foreclosed and, to the extent such lien attaches to personal property, such lien may be executed upon in the manner which such liens are executed upon in Summit County, Ohio.

All remedies of the Declarant and the Rosefarm at Rosemont Homeowners Association shall be non-exclusive and in addition to all remedies permitted under this Declaration, in law or equity, and all such remedies may be exercised at one time or separately at different times.

Section 7. Subordination of the Lien to First Institutional Mortgages. The lien for unpaid Assessments, including Collection Charges provided for herein, shall be subordinate to the lien of any first Mortgage made to an Institutional Mortgagee recorded before a Notice of Lien shall have been recorded. If a Notice of Lien shall have been recorded prior to the recording of such Mortgage, the lien imposed under this Article VIII shall take priority only to the extent of the amount of the lien and Collection Charges set forth in the Notice of Lien. The sale or transfer of any real property of an Owner within the Rosefarm at Rosemont shall not affect the Assessment lien for unpaid Assessments to the extent of the amount of the lien and Collection Charges set forth in the Notice of Lien. However, the sale or transfer of any real property of an Owner within the Rosefarm at Rosemont pursuant to foreclosure of a first Mortgage made to an Institutional Mortgagee, or transfer to a first Institutional Mortgagee or third party pursuant to a deed in lieu of foreclosure, shall (except to the extent of the amount of the lien and Collection Charges set forth in the Notice of Lien recorded prior to the recording of such Mortgage) extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer, but shall not affect the obligations of the Owner which incurred such Assessment. No sale or transfer shall relieve such real property from lien rights for any Assessments thereafter becoming due.

ARTICLE IX

DAMAGE AND DESTRUCTION OF COMMON AREA FACILITIES

Section 1. Facilities. (a) Immediately after damage or destruction by fire or other casualty to all or any part of any buildings, structures and other facilities (the "Facilities") covered by insurance written in the name of the Rosefarm at

Rosemont Homeowners Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair and reconstruction. As used in this paragraph, repair and restoration means repairing and restoring such Facilities to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) (i) Any damage or destruction to such Facilities shall be repaired and restored unless the Members possessing at least seventy-five percent (75%) of the voting power of the Rosefarm at Rosemont Homeowners Association, and the Class B Member during the Class B Control Period, shall decide within one hundred twenty (120) days after the casualty not to repair or restore. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Rosefarm at Rosemont Homeowners Association within said period, then the period shall be extended until such information shall be made available. No mortgagee of a Residence or Lot shall have the right to participate in the determination of whether the damage or destruction to such Facilities shall be repaired or restored.

(ii) In the event that it should be determined in the manner described above that the damage or destruction to the such Facilities shall not be repaired or restored but no alternative improvements are authorized, then and in that event the affected land shall be restored to its natural state and maintained by the Rosefarm at Rosemont Homeowners Association in a neat and attractive condition.

(c) If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired and restored, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs and restoration as hereinafter provided. Any proceeds remaining after defraying such costs of repair and restoration to such Facilities shall be retained by and for the benefit of the Rosefarm at Rosemont Homeowners Association and placed in a capital improvements account. In the event no repair and restoration is made, any insurance proceeds shall be retained by and for the benefit of the Rosefarm at Rosemont Homeowners Association and placed in a capital improvements account.

(d) If after the damage or destruction to the Facilities insurance proceeds are not sufficient to defray the cost of repair thereof, the Board shall, without the necessity of a vote of the Members, levy a Special Assessment against all Members on the same basis as provided for Base Assessments. Additional Special Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE X

CONDEMNATION

Whenever all or any part of the real or personal property of the Association shall be taken by any authority having the power of condemnation or eminent domain (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members possessing at least two-thirds (2/3) of the voting power of the Rosefarm at Rosemont Homeowners Association and of the Declarant during the Class B Control Period), each Member shall be entitled to notice thereof. The award made for such taking shall be payable to the Rosefarm at Rosemont Homeowners Association for all Members to be disbursed as follows:

If the taking involves a portion of land on which Facilities have been constructed, then, unless within sixty (60) days after such taking the Declarant, during the Class B Control Period, and Members possessing at least seventy-five percent (75%) of the voting power shall otherwise agree, the Rosefarm at Rosemont Homeowners Association shall restore or replace such recreation facilities so taken on the remaining land included in the Recreation Parcel to the extent lands are available therefor, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article IX hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on such land, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Rosefarm at Rosemont Homeowners Association and used for such purposes as the Board shall determine.

ARTICLE XI

EASEMENTS

Section 1. Easements of Encroachment. There shall be permanent reciprocal appurtenant easements of encroachment as between any improvements within the Common Areas within Rosefarm at Rosemont and any improvements on land abutting the Common Areas due to the placement or settling or shifting of the improvements thereon to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point.

Section 2. Easement for Ingress and Egress. A blanket easement is hereby created upon, across, over and through all Common Areas for ingress, egress and passage to any Facilities on the Common Areas and to any Utility Facilities on the Common

Areas in favor of Declarant, the Rosefarm at Rosemont Homeowners Association, and the Owners and Occupants of Residences in Rosefarm at Rosemont.

Section 3. Rights of Declarant and Rosefarm at Rosemont Homeowners Association to Grant and Receive and Reserve Easements. The Rosefarm at Rosemont Homeowners Association and Declarant, during the Class B Control Period, and thereafter the Rosefarm at Rosemont Homeowners Association shall have the right and easement to go on all portions of the Lots (but not in Residences without good cause), including, without limitation, the lakes, ponds and streams, to carry out their rights, duties and privileges, including, without limitation, the maintenance functions under this Declaration and for inspection purposes. In addition, the Declarant, during the Class B Control Period, and thereafter the Rosefarm at Rosemont Homeowners Association, shall have the right: (a) to grant easements to others on, over and across (i) the Common Areas, if any, for ingress and egress and for the installation, repair, inspection and replacement of Utility Facilities for the benefit of other land, Lots and/or Common Areas within Rosefarm at Rosemont or other land designated by the Declarant or the Association, and (ii) Lots owned by Declarant or any Class A Member (Owner), for the installation, repair, inspection and replacement (together with ingress and egress thereto) of Utility Facilities to service any portion of Rosefarm at Rosemont or other land designated by Declarant and/or the Association, (b) to obtain easements from others for the benefit of any land owned by Declarant or the Association, and (c) to reserve easements on Lots and Common Areas for the benefit of Declarant, the Association, any Owner of any part of Rosefarm at Rosemont as it may be expanded, and any other land designated by Declarant, such easements to be for ingress and egress, Utility Facilities or otherwise, all as determined in its or their sole discretion by the Declarant during the Class B Control Period and the Rosefarm at Rosemont Homeowners Association thereafter, as the case may be. The Rosefarm at Rosemont Homeowners Association and each Owner shall execute any documents or instruments which Declarant or the Association requests to be executed in connection with the grant, receipt or reservation of such easements. The Declarant and/or the Rosefarm at Rosemont Homeowners Association shall not be required to pay or obtain any consideration in connection with the granting of such easements.

Section 4. The City has reserved a five foot (5') wide easement on each side Lot line, and a twelve feet (12') wide easement at the front and rear Lot lines for the installation, maintenance, repair and replacement of Utility Facilities, together with reasonable ingress and egress over the Lots to exercise the City's rights pursuant to this easement.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Occupants Bound. All provisions of this Declaration, the By-Laws and of any rules and regulations or restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide sanctions against Owners shall also apply to all Occupants.

Section 2. Term. The covenants, easements and restrictions of this Declaration shall run with and bind the land within Rosefarm at Rosemont, and shall inure to the benefit of and shall be enforceable by the Rosefarm at Rosemont Homeowners Association and Declarant, and shall be binding on the Rosefarm at Rosemont Homeowners Association, its grantees, successors and assigns, Declarant and all Owners who now or hereafter own all or any part of Rosefarm at Rosemont, and their respective legal representatives, heirs, successors and assigns, for the term of seventy-five (75) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each unless an instrument in writing, signed by a majority of the then Owners and their mortgagees, has been recorded within the year preceding the beginning of a successive period of ten (10) years, agreeing to terminate the same, in which case this Declaration shall be terminated. Notwithstanding the above, all easements created in or in accordance with this Declaration shall be perpetual, non-exclusive and shall survive the termination of this Declaration.

Section 3. Amendment. (a) This Declaration may be amended only by the Declarant during the Class B Control Period, unilaterally, so long as the amendments shall not change the voting rights of the Class A Members or the method of calculating Base and Special Assessments pursuant to this Declaration. During the Class B Control Period with respect to those amendments the Declarant does not have the right to unilaterally make pursuant to the first sentence of this Section 3, this Declaration may be amended by the affirmative vote or written consent of Class A Members possessing at least seventy-five percent (75%) of the voting power of the Class A Membership. However, the requirements necessary to amend a specific clause specifically referred to in this Declaration shall not be less than the prescribed requirements for that particular action specified under that clause. Any amendment to be effective must be recorded in the public records of Summit County, Ohio.

(b) Notwithstanding the above, the Declarant during the Class B Control Period and the Board after the Class B Control Period by majority vote shall have the right to amend this Declaration, the Articles and/or the By-laws without the consent of any Person to correct errors of omission or commission or as required to comply with the then existing requirements of The Federal National Mortgage Association, the Government National Mortgage Association, The Federal Home Loan Mortgage

Corporation, the Department of Housing and Urban Development, The Federal Housing Association, the Veterans Administration or any other governmental agency or public or quasi-public private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, or to bring the Declaration, the Articles and/or the By-Laws in compliance with applicable Legal Requirements.

(c) Each Owner and mortgagee shall be bound by and shall be deemed to have knowledge of any amendment made pursuant to this Section 3 upon the recording of such amendment in the Summit County Records; and each Owner and mortgagee shall be entitled at any time to request from the Rosefarm at Rosemont Homeowners Association copies of the Declaration as then amended. The Board shall have the right to charge a reasonable fee for such service.

(d) No amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant. No amendment may impair the validity or priority of the lien of any Mortgage held by a mortgagee or impair the rights granted to mortgagees herein without the prior written consent of such mortgagees.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 5. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 6. Litigation. After the Class B Control Period, no judicial or administrative proceeding shall be commenced or prosecuted by Rosefarm at Rosemont Homeowners Association unless approved by a vote of eighty-five (85%) percent of the voting power of the Board. This Section shall not apply, however, to (a) actions brought by the Rosefarm at Rosemont Homeowners Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of Assessments; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Rosefarm at Rosemont Homeowners Association in proceedings instituted against it.

Section 7. Security. NEITHER THE ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION NOR THE DECLARANT IS UNDER ANY OBLIGATION OR DUTY TO PROVIDE ANY SECURITY FOR OR ON BEHALF OF ANY MEMBER, OWNER OR OCCUPANT. NEITHER THE ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION NOR THE DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE SECURITY. ALL MEMBERS,

OWNERS, OCCUPANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE DECLARANT AND THE ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION ARE NOT INSURERS AND THAT EACH MEMBER, OWNER, OCCUPANT, GUEST AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE OR BODILY INJURY. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE TO ANY MEMBER, OWNER OR OCCUPANT, NOR HAS ANY MEMBER, OWNER, OCCUPANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING SECURITY AND NO WARRANTIES SHALL BE IMPLIED IN LAW.

Section 8. Indemnification. The Rosefarm at Rosemont Homeowners Association shall indemnify, to the full extent then permitted by law, Declarant and every officer and trustee of the Rosefarm at Rosemont Homeowners Association who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (including settlement of any suit or proceeding, if approved by the then Board), whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a trustee, officer, employee or agent of Declarant or an officer or trustee of the Rosefarm at Rosemont Homeowners Association, or is or was serving at the request of the Rosefarm at Rosemont Homeowners Association or Declarant as a director, trustee, officer, employee or agent of another corporation, domestic or foreign, non-profit or for profit, partnership, joint venture, trust or other enterprise; provided, however, that the Rosefarm at Rosemont Homeowners Association shall indemnify any such agent (as opposed to any trustee, officer or employee) of Declarant or the Rosefarm at Rosemont Homeowners Association to an extent greater than that required by law only if and to the extent that the trustees may, in their discretion, so determine. The indemnification provided hereby shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any law, the articles of incorporation or any agreement, vote of disinterested trustees or otherwise, both as to action in official capacities and as to action in another capacity while he is a trustee, officer, employee or agent of Declarant or an officer or trustee of the Rosefarm at Rosemont Homeowners Association, and shall continue as to a person who has ceased to be a director, trustee, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. Without limiting the generality of the foregoing, the Rosefarm at Rosemont Homeowners Association shall indemnify Declarant and every officer and trustee of the Rosefarm at Rosemont Homeowners Association for any act or failure to act taken in his capacity as such, except for any act or failure to act that is illegal or includes his or her own individual willful malfeasance.

Declarant and the officers and trustees of the Rosefarm at Rosemont Homeowners Association shall have no personal liability with respect to any contract or other commitment made by them on behalf of Declarant and/or the Rosefarm at Rosemont Homeowners Association, and the Rosefarm at Rosemont Homeowners Association shall indemnify and forever hold Declarant and each such officer and trustee of the Rosefarm at Rosemont Homeowners

Association free and harmless against any and all liability to others on account of any such contract or commitment, unless such contract or other commitment is illegal or is made with his or her own individual willful malfeasance.

Section 9. Exhibits. All exhibits referred to in this Declaration are attached to and made a part hereof.

Section 10. Declarant Exculpation. If any money judgment is rendered against Declarant with respect to this Declaration or the By-Laws, said judgment shall be satisfied only upon the execution and judicial sale of the interest of Declarant in Rosefarm at Rosemont. Neither Declarant nor any partner of Declarant shall have any personal liability.

Section 11. Cooperation by Rosefarm at Rosemont Homeowners Association. The Rosefarm at Rosemont Homeowners Association upon written request of Declarant shall execute any and all instruments, deeds, mortgages, notes, documents or other written materials requested by Declarant which may be necessary or desirable in the sole opinion of Declarant to manifest the rights granted to Declarant pursuant to this Declaration and/or to further manifest the intent specified in this Declaration.

Section 12. Rosemont Country Club. The Rosefarm at Rosemont Homeowners Association has joined Rosemont Country Club (the "Country Club") as a corporate member, which entitles first-time buyers of Residences at Rosemont Ridge and The Fairways at Rosemont to join the Country Club under the rules and regulations for a corporate membership. As of the date hereof this entitles persons affiliated with the corporate member, if this application for membership is accepted by the Country Club, to pay fifty percent (50%) of the normal initiation fee, subject to rules and regulations adopted by the Country Club and/or the Declarant from time to time.

First-time buyers of Residences shall have one (1) year from the date they purchase their Residence to apply for membership to the Country Club.

Declarant has advanced the Twelve Thousand Two Hundred Fifty Dollar (\$12,250.00) initiation fee and, until this Declaration is recorded, will advance the monthly dues [now Two Hundred Eighty-Five Dollars (\$285.00)] required to afford the foregoing privileges to all first-time Residence buyers until the Declaration is recorded. The Association shall reimburse the initiation fee and monthly dues advanced by Declarant to the Declarant in three (3) annual installments beginning January 1, 1995 as a Common Expense. The Association shall also pay the monthly dues of the Country Club as a Common Expense beginning when this Declaration is recorded.

The rules and regulations of the Country Club may change at any time without notice to any Owners.

IN WITNESS WHEREOF, the undersigned have executed this Declaration this 22 day of SEPT, 1994.

Signed and acknowledged
in the presence of
[As to both Signatures]:

ROSEFARM LIMITED PARTNERSHIP

By: Rosefarm Investment, Inc.,
General Partner

Linda J. Tarson
Print name: LINDA J. TARSON

By: Robert L. Stark
Robert L. Stark, President

Drusilla M. Dent
Print name: DRUSILLA M. DENT

By: Herbert Newman
Herbert Newman, Vice President

Signed and acknowledged
in the presence of
[As to both Signatures]:

ROSEFARM AT ROSEMONT HOMEOWNERS
ASSOCIATION, an Ohio not-for-
profit corporation

Drusilla M. Dent
Print name: DRUSILLA M. DENT

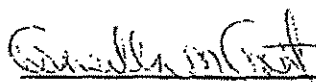
By: Herbert Newman
Herbert Newman, President

Linda J. Tarson
Print name: LINDA J. TARSON

By: Robert L. Stark
Robert L. Stark, Vice President

STATE OF OHIO)
) SS.
 COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me a Notary Public on the 22ND day of SEPTEMBER, 1994, by Robert L. Stark, the President, and Herbert Newman, the Vice President of ROSEFARM INVESTMENTS, INC., an Ohio corporation, on behalf of the corporation, general partner of ROSEFARM LIMITED PARTNERSHIP, an Ohio limited partnership, on behalf of the limited partnership.



Notary Public DRUSILLA M. DENT, Notary Public
 Residence - Summit County
 State Wide Jurisdiction, Ohio
 My Commission Expires Aug. 30, 1995

STATE OF OHIO)
) SS.
 COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me a Notary Public on the 22ND day of SEPTEMBER, 1994, by Herbert Newman, the President, and Robert L. Stark, the Vice President, of ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION, an Ohio not-for-profit corporation, on behalf of the corporation.



Notary Public DRUSILLA M. DENT, Notary Public
 Residence - Summit County
 State Wide Jurisdiction, Ohio
 My Commission Expires Aug. 30, 1995

This instrument prepared by:

Gary W. Melsher
 Jones, Day, Reavis & Pogue
 North Point
 901 Lakeside Avenue
 Cleveland, Ohio 44114

EXHIBIT A

Legal Description of Rosefarm at Rosemont

Parcel 1 (Rosemont Ridge)

Situated in the City of Fairlawn, County of Summit, State of Ohio and known as being part of Original Copley Township, Lot Nos. 8 and 13 and is further bounded and described as follows:

Beginning at the intersection of the southerly line of Rosemont Boulevard, variable width, with the Easterly line of Rothrock Road (C.H. 202) 60 feet wide;

- Course 1 Thence South $86^{\circ}-15'-38''$ East, along said Southerly line of Rosemont Boulevard, a distance of 295.03 feet to an angle point therein;
- Course 2 Thence North $88^{\circ}-01'-43''$ East, continuing along said Southerly line of Rosemont Boulevard, a distance of 100.50 feet to an angle point therein;
- Course 3 Thence South $86^{\circ}-15'-38''$ East, continuing along said Southerly line of Rosemont Boulevard, a distance of 1965.00 feet to a point of curvature therein;
- Course 4 Thence Northeasterly, continuing along said Southerly line of Rosemont Boulevard along the arc of a curve deflecting to the left, a distance of 607.98 feet to the point of tangency therein. Said arc having a radius of 1558.03 feet, a delta of $22^{\circ}-21'-29''$ and a chord which bears north $82^{\circ}-33'-37.5''$ East, a distance of 604.13 feet;
- Course 5 Thence North $71^{\circ}-22'-53''$ East, continuing along said Southerly line of Rosemont Boulevard, a distance of 380.30 feet to an angle point therein;
- Course 6 Thence North $77^{\circ}-05'-29''$ West, continuing along said Southerly line of Rosemont Boulevard, a distance of 100.50 feet to a point of curvature therein;
- Course 7 Thence Southeasterly, continuing along said Southerly line of Rosemont Boulevard, along the arc of a curve deflecting to the right, a distance of 223.61 feet to a curved turnout therein. Said arc having a radius of 274.53 feet, a delta of $46^{\circ}-40'-10''$ and a chord which bears South $85^{\circ}-17'-02''$ East, a distance of 217.48 feet to a point;

- Course 8 Thence Southeasterly along said curved turnout, along the arc of a curve deflecting to the right, a distance of 47.12 feet to the Northwesterly line of Cleveland-Massillon Road (C.H. 17) 60 feet wide. Said arc having a radius of 30.00 feet, a delta of $90^{\circ}-00'-00''$ and a chord which bears South $16^{\circ}-56'-57''$ East, a distance of 42.43 feet;
- Course 9 Thence South $28^{\circ}-03'-03''$ West, along said Northwesterly line of Cleveland-Massillon Road, a distance of 1,639.41 feet to a Northwesterly line of Relocated Rothrock Road, variable width;
- Course 10 Thence South $64^{\circ}-48'-28''$ West, along said Northwesterly line of Relocated Rothrock Road, a distance of 66.32 feet to an angle point therein;
- Course 11 Thence South $33^{\circ}-36'-42''$ West, along a Northwesterly line of said Relocated Rothrock Road, a distance of 163.60 feet to an angle point therein;
- Course 12 Thence North $81^{\circ}-43'-23''$ West, along a Northerly line of said Relocated Rothrock Road, a distance of 474.57 feet to an angle point therein;
- Course 13 Thence South $76^{\circ}-35'-15''$ West, along a Northwesterly line of said Relocated Rothrock Road, a distance of 352.29 feet to an angle point therein;
- Course 14 Thence South $50^{\circ}-05'-55''$ West, along a Northwesterly line of said Relocated Rothrock Road, a distance of 641.21 feet to an angle point therein;
- Course 15 Thence South $74^{\circ}-22'-42''$ West, along a Northwesterly line of said Relocated Rothrock Road, a distance of 177.35 feet to an angle point therein;
- Course 16 Thence North $84^{\circ}-06'-48''$ West, along a Northerly line of said Relocated Rothrock Road, a distance of 131.22 feet to an angle point therein;
- Course 17 Thence North $75^{\circ}-10'-33''$ West, along a Northeasterly line of said Relocated Rothrock Road, a distance of 500.23 feet to an angle point therein;
- Course 18 Thence North $84^{\circ}-01'-10''$ West, along a Northerly line of said Relocated Rothrock Road, a distance of 169.28 feet to the Southerly prolongation of the Easterly line of a parcel of land conveyed to Wayne and Karen Maur by deed recorded in Volume 6571, page 304 of Summit County Records;

- Course 19 Thence North 3°-46'-21" East, along said Southerly prolongation thereof, along said Easterly line thereof and along the Northerly prolongation thereof, a distance of 1633.85 feet to the Southeasterly line of a parcel of land conveyed to Helen June Timmons by deed recorded in Volume 6248, Page 469 of Summit County Records;
- Course 20 Thence North 43°-18'-12" East, along said Southeasterly line of land so conveyed to Helen June Timmons, a distance of 58.19 feet to the Northeasterly corner thereof and the Southerly line of a parcel of land conveyed to Everett S. and Bessie Bradley by deed recorded in Volume 3319, page 605 of Summit County Records;
- Course 21 Thence South 86°-32'-14' East, along said Southerly line of land so conveyed to Everett S and Bessie Bradley, a distance of 35.41 feet to the Southeasterly corner thereof;
- Course 22 Thence North 3°-46'-21" East, along the Easterly line of land so conveyed to Everett S. and Bessie Bradley, a distance of 170.00 feet to the Northeasterly corner thereof;
- Course 23 Thence North 86°-15'-38" West, along the Northerly line of land so conveyed to Everett S. and Bessie Bradley, a distance of 610.00 feet to the Easterly line of Rothrock Road, as aforesaid;
- Course 24 Thence North 3°-46'-21" East, along said Easterly line of Rothrock Road, a distance of 20.00 feet to the place of beginning and containing 105.5890 Acres of land.

Be the same more or less but subject to all legal highways.

Parcel 2 (Fairways at Rosemont)

Situated in the City of Fairlawn, County of Summit, State of Ohio and known as being part of Original Copley Township, Lot No. 8 and is further bounded and described as follows:

Beginning at the intersection of the center line of Cleveland-Massillon Road (C.H. 17) 60 feet wide with the center line of Elgin Drive, 50 feet wide. Thence North $61^{\circ}-56'-57''$ West, along the Northwesterly prolongation of said center line of Elgin Drive, a distance of 30.00 feet to the Northwesterly line of said Cleveland-Massillon Road. Thence North $28^{\circ}-03'-03''$ East, along said Northwesterly line of Cleveland-Massillon Road, a distance of 80.00 feet to a point of curvature. Thence Southwesterly, along the arc of a curve deflecting to the right, a distance of 47.12 feet to a point of reverse curvature. Said arc having a radius of 30.00 feet, a delta of $90^{\circ}-00'-00''$ and a chord which bears South $73^{\circ}-03'-03''$ West, a distance of 42.43 feet. Thence Northwesterly, along the arc of a curve deflecting to the left, a distance of 305.07 feet to a point. Said arc having a radius of 374.53 feet, a delta of $46^{\circ}-40'-10''$ and a chord which bears North $85^{\circ}-17'-02''$ West, a distance of 296.70 feet. Thence South $65^{\circ}-40'-17''$ West, a distance of 100.50 feet to a point. Thence South $71^{\circ}-22'-53''$ West, a distance of 268.00 feet to the principal place of beginning of the land herein described.

- Course 1 Thence North $87^{\circ}-58'-48''$ West, a distance of 837.00 feet to a point;
- Course 2 Thence North $58^{\circ}-47'-29''$ West, a distance of 649.00 feet to a point;
- Course 3 Thence North $86^{\circ}-15'-38''$ West, a distance of 152.00 feet to a point;
- Course 4 Thence South $48^{\circ}-44'-22''$ West, a distance of 318.00 feet to a point;
- Course 5 Thence North $41^{\circ}-15'-38''$ West, a distance of 80.00 feet to a point;
- Course 6 Thence South $48^{\circ}-44'-22''$ West, a distance of 260.51 feet to a point;
- Course 7 Thence South $3^{\circ}-44'-22''$ West, a distance of 75.58 feet to a point;
- Course 8 Thence South $86^{\circ}-15'-38''$ East, a distance of 1364.00 feet to a point of curvature;
- Course 9 Thence northeasterly, along the arc of a curve deflecting to the left a distance of 576.76 feet to the point of tangency. Said arc having a radius of 1478.03 feet, a delta of $22^{\circ}-31'-29''$ and a chord which bears North $82^{\circ}-33'-37.5''$ East, a distance of 573.11 feet;

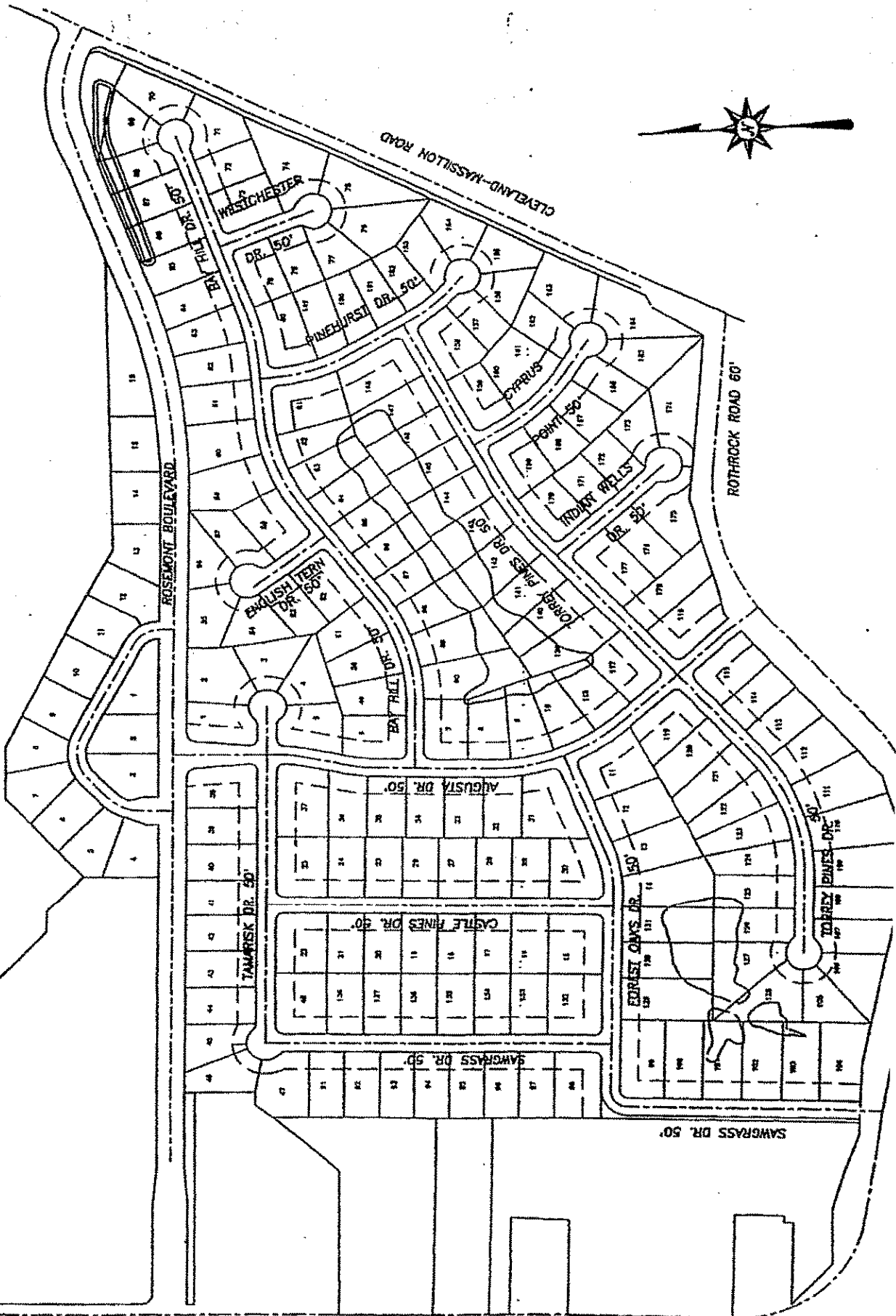
Course 10 Thence North $71^{\circ}-22'-53''$ East, a distance of 112.30 feet to the principal place of beginning and containing 9.7400 Acres of land.

Be the same more or less but subject to all legal highways.

EXHIBIT B

Site Plan of Rosefarm At Rosemont

ROSEMONT
COUNTRY
CLUB



200'

400'

THE ROSEFARM ALLOTMENT GENERAL PLAN

McCOY ASSOCIATES, INC

EXHIBIT C

Legal Description of the Additional Land

Parcel 1

Situated in the City of Fairlawn, County of Summit, State of Ohio and known as being part of original Copley Township, Lot No. 8 and is further bounded and described as follows:

Beginning at the intersection of the center line of Cleveland-Massillon Road (C.H. 17) 60 feet wide with the center line of Elgin Drive, 50 feet wide. Thence North $61^{\circ}-56'-57''$ West, along the Northwesterly prolongation of said center line of Elgin Drive, a distance of 30.00 feet to the Northwesterly line of said Cleveland-Massillon Road. Thence North $28^{\circ}-03'-03''$ East, along said Northwesterly line of Cleveland-Massillon Road, a distance of 80.00 feet to a point of curvature. Thence Southwesterly, along the arc of a curve deflecting to the right, a distance of 47.12 feet to a point of reverse curvature. Said arc having a radius of 30.00 feet, a delta of $90^{\circ}-00'-00''$ and a chord which bears South $73^{\circ}-03'-03''$ West, a distance of 42.43 feet. Thence Northwesterly, along the arc of a curve deflecting to the left, a distance of 305.07 feet to a point. Said arc having a radius of 374.53 feet, a delta of $46^{\circ}-40'-10''$ and a chord which bears North $85^{\circ}-17'-02''$ West, a distance of 296.70 feet. Thence South $65^{\circ}-40'-17''$ West, a distance of 100.50 feet to a point. Thence South $71^{\circ}-22'-53''$ West, a distance of 380.30 feet to a point of curvature. Thence Southwesterly, along the arc of a curve deflecting to the right, a distance of 576.76 feet to the point of tangency. Said arc having a radius of 1478.03 feet, a delta of $22^{\circ}-21'-29''$ and a chord which bears South $82^{\circ}-33'-37.5''$ West, a distance of 573.11 feet. Thence North $86^{\circ}-15'-38''$ West, a distance of 1364.00 feet to the principal place of beginning of the land herein described;

- Course 1 Thence North $3^{\circ}-44'-22''$ East, a distance of 75.58 feet to a point;
- Course 2 Thence North $48^{\circ}-44'-22''$ East, a distance of 260.51 feet to a point;
- Course 3 Thence North $41^{\circ}-15'-38''$ West, a distance of 67.00 feet to a point;
- Course 4 Thence North $86^{\circ}-15'-38''$ West, a distance of 59.00 feet to a point;
- Course 5 Thence North $41^{\circ}-15'-38''$ West, a distance of 202.00 feet to a point;

- Course 6 Thence North $86^{\circ}-15'-38''$ West, a distance of 201.00 feet to a point;
- Course 7 Thence North $3^{\circ}-44'-22''$ East, a distance of 229.00 feet to a point;
- Course 8 Thence South $82^{\circ}-48'-00''$ West, a distance of 743.17 feet to the Easterly line of Rothrock Road (C.H. 202) 60 feet wide;
- Course 9 Thence South $3^{\circ}-46''-21''$ West, along said Easterly line of Rothrock Road, a distance of 497.95 feet to a point of curvature therein;
- Course 10 Thence Southeasterly, along the arc of a curve deflecting to the left, a distance of 47.14 feet to the point of tangency. Said arc having a radius of 30.00 feet, a delta of $90^{\circ}-01'-59''$ and a chord which bears South $41^{\circ}-14'-38.5''$ East, a distance of 42.44 feet;
- Course 11 Thence South $86^{\circ}-15'-38''$ East, a distance of 264.95 feet to a point;
- Course 12 Thence South $80^{\circ}-33'-01''$ East, a distance of 100.50 feet to a point;
- Course 13 Thence South $85^{\circ}-15'-38''$ East, a distance of 601.00 feet to the principal place of beginning and containing 13.4439 Acres of land.

Be the same more or less, but subject to all legal highways.

Parcel 2

Situated in the City of Fairlawn, County of Summit, State of Ohio and known as being part of Original Copley Township, Lot No. 8 and is further bounded and described as follows:

Beginning at the intersection of the Southerly line of Rosemont Boulevard, variable width, with the Easterly line of Rothrock Road (C.H. 202) 60 feet wide. Thence South $3^{\circ}-46'-21''$ West, along said Easterly line of Rothrock Road, a distance of 421.66 feet to the Southerly line of parcel of land conveyed to Helen June Timmons by deed recorded in Volume 6248, Page 469 of Summit County Records and the principal place of beginning of the land herein described;

- Course 1 Thence South $86^{\circ}-35'-28''$ East, along said Southerly line of land so conveyed to Helen June Timmons, a distance of 385.45 feet to the Southerly corner thereof;
- Course 2 Thence North $43^{\circ}-18'-12''$ East, along the Southeasterly line of land so conveyed to Helen June Timmons, a distance of 238.98 feet to the Northerly prolongation of the Easterly line of a parcel of land conveyed to Wayne and Karen Maur by deed recorded in Volume 6571, Page 304 of Summit County Records;
- Course 3 Thence South $3^{\circ}-46'-21''$ West, along said Northerly prolongation, a distance of 461.16 feet to the Northwesterly corner thereof;
- Course 4 Thence North $85^{\circ}-47'-29''$ West, along the Northerly line of land so conveyed to Wayne and Karen Maur, a distance of 537.57 feet to the Easterly line of Rothrock Road, as aforesaid;
- Course 5 Thence North $3^{\circ}-46'-21''$ East, along said Easterly line of Rothrock Road, a distance of 270.30 feet to the principal place of beginning and containing 3.7021 Acres of land.

Be the same more or less but subject to all legal highways.

EXHIBIT D

Articles of Incorporation of
Rosefarm at Rosemont Homeowners Association

ARTICLES OF INCORPORATION

OF

ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION

The undersigned, a citizen of Ohio, desiring to form a corporation, NOT FOR PROFIT, under Sections 1702.01 et seq. of the Ohio Revised Code, does hereby certify:

FIRST: NAME.

The name of the corporation shall be the ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION.

SECOND: LOCATION OF PRINCIPAL OFFICE.

The place in Ohio where the principal office of the corporation is to be located is at 730 West Market Street, Akron, Ohio 44303.

THIRD: DEFINITIONS.

The following definitions are applicable to these Articles of Incorporation:

1. CLASS B CONTROL PERIOD shall mean the period beginning on the date hereof and ending on the earlier of (a) December 31, 2014; or (b) the date the Rosefarm at Rosemont Homeowners Association receives written notice from Declarant that Declarant has elected to terminate the Class B Control Period.

2. COMMON AREAS shall mean all of the real property owned or designated by Declarant to be owned by Rosefarm at Rosemont Homeowners Association and which is intended for the common use and enjoyment of all Owners in Rosefarm at Rosemont. Examples of Common Areas which may be, but are not required to be, created by Declarant, include (a) open areas, (b) ponds or lakes not within a Lot, (c) private roads or private drives not within a Lot, (d) paths and walks not within a Lot, (e) Common Area facilities, if any, (f) personal property owned by the Rosefarm at Rosemont Homeowners Association, and (g) parking areas other than those located on a dedicated street or within a Lot, if any. All land within Rosefarm at Rosemont owned or designated by Declarant to be owned by the Rosefarm at Rosemont Homeowners Association will be deemed to be part of the Common Areas; but if a Lot is subsequently created on such land, the land (and any facilities thereon) will no longer be a Common Area.

3. DECLARANT shall mean Rosefarm Limited Partnership, an Ohio limited partnership, or its successors and assigns who take title to all or any portion of the Rosefarm at Rosemont and

are expressly designated as successor Declarants with respect to specific land hereunder in a recorded instrument executed by the immediately preceding Declarant with respect to such land.

4. DECLARATION shall mean the Declaration of Covenants and Easements for Rosefarm at Rosemont Homeowners Association which will be filed for record in the office of the Summit County Recorder, as the same may be amended from time to time.

5. MEMBER shall mean (a) all Owners of Lots within Rosefarm at Rosemont, and (b) the Declarant.

6. OWNER shall mean one (1) or more Persons (other than Declarant) who (a) holds the record title to any land within Rosefarm at Rosemont and/or a Residence (conventional or attached single-family house, group of Residences in an Apartment Complex, a condominium unit in a condominium development or otherwise) which is part of the Rosefarm at Rosemont, but excluding in all cases any party holding an interest merely as security; or (b) is a contract vendee under a land contract.

7. PERSON shall mean a natural person, corporation, partnership, trustee or other legal entity.

8. RESIDENCE shall mean a completed housing unit within Rosefarm at Rosemont containing living, cooking, sleeping, bathing and toilet facilities intended for use by one (1) family, including, without limitation, a conventional single-family house, a condominium unit and an apartment unit within an Apartment Complex.

9. ROSEFARM AT ROSEMONT is the area located in Fairlawn, Summit County, Ohio, which is subject to the Declaration and is described in the Declaration.

10. ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION shall mean the Rosefarm at Rosemont Homeowners Association, an Ohio not-for-profit corporation.

FOURTH: PURPOSES.

The principal purposes of the Rosefarm at Rosemont Homeowners Association are:

1. To own and/or maintain Common Areas and other parts of Rosefarm at Rosemont required under the Declaration for the benefit of the Owners and Members.

2. To establish rules, regulations and criteria applicable to the Rosefarm at Rosemont Homeowners Association.

3. To establish an orderly and efficient system of billing to pay for the expenses incurred in the furtherance of the purposes of the Rosefarm at Rosemont Homeowners Association.

4. To carry out the responsibilities and obligations of the Rosefarm at Rosemont Homeowners Association set forth in the Declaration, to exercise the rights set forth in the Declaration, and to perform such acts and deeds as are deemed necessary to achieve the aforesaid objectives.

FIFTH: POWERS.

The Rosefarm at Rosemont Homeowners Association shall have the power to engage in any lawful act pursuant to Chapter 1702 of the Ohio Revised Code deemed by it necessary or desirable to accomplish the purposes set forth in ARTICLE FOURTH of these Articles and to protect the lawful rights and interests of its Members in connection therewith.

SIXTH: DURATION.

The duration of the Rosefarm at Rosemont Homeowners Association shall be inperpetuo.

SEVENTH: MEMBERSHIP AND VOTING RIGHTS.

1. Membership. (a) An association of homeowners created to administer some or all of Rosefarm at Rosemont entitled to membership in the Rosefarm at Rosemont Homeowners Association; and (b) the Declarant.

2. Types of Membership - Voting. The Rosefarm at Rosemont Homeowners Association shall have two (2) classes of Membership, Class A and Class B, as follows:

(a) The Class A Members shall be the Owners of Lots and/or Residences (including Residences in a condominium development or Apartment Complex). With respect to all voting of Members after the Class B Control Period and to exercise the rights of the Class A Members pursuant to Section 3 of Article XII of the Declaration, Class A Members shall have one (1) vote for each Residence owned by such Class A Member. During the Class B Control Period, the Declarant shall designate the members of the Board of Trustees of the Rosefarm at Rosemont Homeowners Association and the Class A Members shall have only those limited voting rights as are expressly granted to them under the Declaration. After the Class B Control Period, except as set forth to the contrary in the Declaration, all of the voting rights of the Members shall be vested in the Class A Members.

(b) The Class B Member shall be the original Declarant and any Person designated as a successor Declarant with respect to specific portions of real property within Rosefarm at Rosemont. The original Class B Member, or its designated successor who is expressly given such right in a recorded document, shall have the right to designate the Board of Trustees of Rosefarm at Rosemont Homeowners Association and shall otherwise control Rosefarm at Rosemont Homeowners Association

during the Class B Control Period. The Class B Membership shall terminate at the end of the Class B Control Period, except as to those rights specifically reserved to Declarant in the Declaration.

EIGHTH: BOARD OF TRUSTEES.

The persons vested with the authority to conduct the affairs of the Rosefarm at Rosemont Homeowners Association shall be known as the Board of Trustees. The following persons having the addresses set forth opposite their respective names, shall serve the Rosefarm at Rosemont Homeowners Association as Trustees until the first annual meeting, following the end of the Class B Control Period:

Herbert Newman	730 West Market Street Akron, Ohio 44303
Robert L. Stark	Three Commerce Park Square 23200 Chagrin Boulevard Suite 330 Beachwood, Ohio 44122-5407
Edward M. Newman	730 West Market Street Akron, Ohio 44303

NINTH: INDEMNITY.

The Rosefarm at Rosemont Homeowners Association shall indemnify, to the full extent then permitted by law, Declarant and every officer and trustee of the Rosefarm at Rosemont Homeowners Association who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (including settlement of any suit or proceeding, if approved by the then Board), whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a trustee, officer, employee or agent of Declarant or an officer or trustee of the Rosefarm at Rosemont Homeowners Association, or is or was serving at the request of the Rosefarm at Rosemont Homeowners Association or Declarant as a director, trustee, officer, employee or agent of another corporation, domestic or foreign, non-profit or for profit, partnership, joint venture, trust or other enterprise; provided, however, that the Rosefarm at Rosemont Homeowners Association shall indemnify any such agent (as opposed to any trustee, officer or employee) of Declarant or the Rosefarm at Rosemont Homeowners Association to an extent greater than that required by law only if and to the extent that the trustees may, in their discretion, so determine. The indemnification provided hereby shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any law, the by-laws of the Rosefarm at Rosemont Homeowners Association, or any agreement, vote of disinterested trustees or otherwise, both as to action in official capacities and as to action in another capacity while he is a trustee, officer, employee or agent of

Declarant or an officer or trustee of the Rosefarm at Rosemont Homeowners Association, and shall continue as to a person who has ceased to be a director, trustee, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. Without limiting the generality of the foregoing, the Rosefarm at Rosemont Homeowners Association shall indemnify Declarant and every officer and trustee of the Rosefarm at Rosemont Homeowners Association for any act or failure to act taken in his capacity as such, whether or not including any mistake of judgment (negligent or otherwise), except for any act or failure to act that is illegal or includes his own individual willful malfeasance.

Declarant and the officers and trustees of the Rosefarm at Rosemont Homeowners Association shall have no personal liability with respect to any contract or other commitment made by them on behalf of Declarant and/or the Rosefarm at Rosemont Homeowners Association, and the Rosefarm at Rosemont Homeowners Association shall indemnify and forever hold Declarant and each such officer and trustee of the Rosefarm at Rosemont Homeowners Association free and harmless against any and all liability to others on account of any such contract or commitment, unless such contract or other commitment is illegal or is made with his own individual willful malfeasance.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on this _____ day of September, 1994.

Gary W. Melsher, Incorporator

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least the majority of the incorporators of Rosefarm at Rosemont Homeowners Association, hereby appoints Gary W. Melsher to be statutory agent upon whom any process, notice, or demand required or permitted by statute to be served upon the corporation, may be served. The complete address of the agent is:

North Point
901 Lakeside Avenue
Cleveland, Ohio 44114

Gary W. Melsher, Incorporator

ACCEPTANCE OF APPOINTMENT

The undersigned, Gary W. Melsher, named herein as the statutory agent for Rosefarm at Rosemont Homeowners Association, hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Gary W. Melsher, Statutory Agent

EXHIBIT E

By-Laws of
Rosefarm at Rosemont Homeowners Association

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ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION

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BY-LAWS

OF

ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION

Article I

Name, Principal Office, and Definitions

Section 1. Name. The name of Rosefarm at Rosemont Homeowners Association shall be Rosefarm at Rosemont Homeowners Association (hereinafter sometimes referred to as the "Rosefarm at Rosemont Homeowners Association").

Section 2. Principal Office. The principal office of the Rosefarm at Rosemont Homeowners Association in the State of Ohio shall be located at 730 West Market Street, Akron, Ohio 44303.

Section 3. Definitions. The words used in these By-Laws (the "By-Laws") shall have the same meaning as set forth in that Declaration of Covenants, Easements and Restrictions for Rosefarm at Rosemont Homeowners Association (said Declaration, as amended, renewed or extended from time to time is hereinafter sometimes referred to as the "Declaration").

Article II

Rosefarm at Rosemont Homeowners Association:
Membership, Meetings, Quorum, Voting, Proxies

Section 1. Membership. Rosefarm at Rosemont Homeowners Association shall have two (2) classes of Membership, Class A and Class B.

(a) The Class A Members shall be the Owners (other than the Declarant) of Lots and/or Residences (including Residences in a condominium development or Apartment Complex).

(b) The Class B Member shall be the original Declarant and any Person designated as a successor Declarant with respect to specific portions of real property within Rosefarm at Rosemont.

Section 2. Place of Meetings. Meetings of the Rosefarm at Rosemont Homeowners Association shall be held at the principal office of the Rosefarm at Rosemont Homeowners Association or at such other suitable place convenient to the Members as may be designated by the Board of Trustees.

Section 3. Annual Meetings. The first meeting of the Rosefarm at Rosemont Homeowners Association, whether an

annual meeting or special meeting, shall be held within two (2) months from the date of the end of the Class B Control Period, unless the Declarant determines in its sole discretion to call a special meeting prior thereto. Subsequent regular annual meetings shall be set by the Board so as to occur at least ninety (90) but not more than one hundred twenty (120) days before the close of the Rosefarm at Rosemont Homeowners Association's fiscal year on a date and at a time set by the Board of Trustees. Notwithstanding the above, during the Class B Control Period, the Declarant may hold annual meetings to the extent they may be required by applicable law; and such meetings shall be informative only with Declarant appointing all members of the Board and taking all actions as provided in these By-Laws and the Declaration.

Section 4. Special Meetings. The Declarant or the President may call special meetings. In addition after the Class B Control Period, it shall be the duty of the President to call a special meeting of the Rosefarm at Rosemont Homeowners Association if so directed by resolution of a majority of a quorum of the Board of Trustees or upon a petition signed by Class A Members representing at least twenty-five percent (25%) of the total Class A voting power of the Rosefarm at Rosemont Homeowners Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than five (5) nor more than fifty (50) days before the date of such meeting, by or at the direction of the Declarant, President, Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered three (3) days after it is deposited in the United States mail addressed to the Member at his, her or its address as it appears on the records of the Rosefarm at Rosemont Homeowners Association, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed to be a waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time

the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the Rosefarm at Rosemont Homeowners Association cannot be held because a quorum is not present, Members who possess the power to exercise a majority of the voting power of the Rosefarm at Rosemont Homeowners Association present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to voting Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members representing at least twenty-five (25%) percent of the total votes of the Members of the Rosefarm at Rosemont Homeowners Association remain in attendance.

Section 8. Voting. During the Class B Control Period, the Class B Member shall have the entire voting power of the Association, except that the Class A Members shall have the exclusive right by majority vote of all Class A Members to approve a change on the voting rights of Class A Members or the method of calculation of Base and Special Assessments pursuant to the Declaration. After the Class B Control Period, each Class A Member shall have one (1) vote for each Residence owned by such Class A Member.

Section 9. Votes Required. Except for the election of members of the Board of Trustees which shall require a vote of a majority of the Class A Members attending a meeting called for such purposes, any action brought before the Class A Membership of the Rosefarm at Rosemont Homeowners Association shall require the vote of seventy-five percent (75%) of the voting power of the Class A Members of the Rosefarm at Rosemont Homeowners Association.

Section 10. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of the Class A Members representing ten percent (10%) of the total voting power of the Class A Members of Rosefarm at Rosemont Homeowners

Association shall constitute a quorum at all meetings of Members of the Rosefarm at Rosemont Homeowners Association.

Section 11. Conduct of Meetings. The President shall preside over all meetings of the Rosefarm at Rosemont Homeowners Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as record of all transactions occurring at the meeting.

Section 12. Action Without A Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if written consent setting forth the action so taken is signed by a sufficient number of the Members entitled to vote as is necessary to adopt such matter at a meeting of Members and any such consent shall have the same force and effect as the vote of the Members.

Article III

Board of Trustees: Number, Powers, Meetings

A. Composition, Number, and Selection

Section 1. Governing Body: Composition. The affairs of the Rosefarm at Rosemont Homeowners Association shall be governed by a Board of Trustees. Except with respect to Trustees appointed by the Declarant who need not be Owners or Occupants, the Trustees shall be Owners or Occupants or spouses of Owners or Occupants.

Section 2. Number and Selection - During Class B Control Period - Voting. During the Class B Control Period there shall be three (3) Trustees who shall be selected by the Class B Member acting in its sole discretion. Each such Trustee shall have one (1) vote.

Section 3. Number and Selection - After Class B Control Period - Voting. After the Class B Control Period there shall be five (5) Trustees of the Rosefarm at Rosemont Homeowners Association. Each such Trustee shall have one (1) vote.

Section 4. Election and Term of Office. Until the termination of the Class B Control Period, the Declarant shall appoint all three (3) members of the Board, who shall serve at the pleasure of the Declarant and may be changed by the Declarant at any time and from time to time.

(b) After the termination of the Class B Control Period the Class A Members shall elect the members of the Board. Each Class A Member shall have the right to cumulate such Member's voting power by giving one (1) candidate votes equal to the product of such Member's votes multiplied by the number of

Trustees to be elected. The candidates receiving the largest number of votes shall be elected. The Trustees elected by the Class A Members shall hold office until their respective successors have been elected. Trustees may be elected to serve any number of consecutive terms.

At the first annual meeting of Members after the termination of the Class B Control Period, the Class A Members shall elect five (5) Trustees. Two (2) Trustees shall be elected to serve a term of two (2) years, and three (3) Trustees shall be elected to serve a term of one (1) year. Upon the expiration of the initial term of office of each such Trustee, a successor shall be elected to serve for a term of two (2) years. Thereafter, all Trustees shall be elected to serve two (2) year terms.

Section 5. Removal of Trustees Elected by Class A Members and Vacancies. Any Trustee elected by the Class A Members may be removed, with or without cause, by the vote of the Class A Members holding seventy-five percent (75%) of the voting power of the Class A Members. Any Trustee whose removal is sought shall be given prior notice of any meeting called for that purpose. Upon removal of a Trustee, a successor shall then and there be elected by a majority of the voting power of the Class A Members to fill the vacancy for the remainder of the term of such Trustee.

B. Meetings

Section 6. Organizational Meetings. After the Class B Control Period, the first meeting of the Board of Trustees following selection of the Board shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 7. Regular Meetings. After the Class B Control Period, regular meetings of the Board of Trustees may be held at such time and place as shall be determined from time to time by a majority of the Trustees, but at least one (1) meeting shall be held during each month during the spring and summer of each fiscal year. Notice of the time and place of the meeting shall be communicated to Trustees not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Trustee who has signed a waiver of notice or a written consent to holding of the meeting.

Section 8. Special Meetings. Special meetings of the Board of Trustees shall be held when called by written notice signed by the President of the Rosefarm at Rosemont Homeowners Association or by any three (3) Trustees. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Trustee by one of the following methods: (a) personal delivery; (b) written notice by first class mail, postage prepaid; (c) telephone communication, either directly to the

Trustee or to a person at the Trustee's office or home who would reasonably be expected to communicate such notice promptly to the Trustee; or (d) telegram, charges prepaid. All such notices shall be given at the Trustee's telephone number or sent to the Trustee's address as shown on the records of the Rosefarm at Rosemont Homeowners Association. Notices sent by first class mail shall be deposited into a Residence States mailbox at least seven (7) days before the time set for the meeting. Notices given by personal delivery, telephone or telegraph shall be delivered, telephoned or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

Section 9. Waiver of Notice. The transactions of any meeting of the Board of Trustees, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present; and (b) either before or after the meeting each of the Trustees not present signs a written waiver of notice, a consent to holding the meeting or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Trustee who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 10. Quorum of Board of Trustees - Votes Required. At all meetings of the Board of Trustees, those Trustees entitled to exercise a majority of the voting power shall constitute a quorum for the transaction of business, and, except as expressly provided to the contrary in the Declaration or the By-Laws, a majority of the voting power of the Trustees present at a meeting at which a quorum is present shall constitute the decision of the Board of Trustees. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Trustees, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Trustees who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 11. Compensation. No Trustee shall receive any compensation from the Rosefarm at Rosemont Homeowners Association for acting as such.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Board of Trustees, and the Secretary shall keep a minute book of meetings of the Board of Trustees, recording therein all resolutions adopted by the Board of Trustees and all transactions and proceedings occurring at such meetings. Meetings may be conducted by telephone and shall

be considered as any other meeting, provided all trustees are able through telephone connection to hear and to be heard.

Section 13. Open Meetings. Subject to the provisions of Section 14 of this Article, after the Class B Control Period, all meetings of the Board shall be open to all Owners, but Owners other than Trustees may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a Trustee. In such case, the President may limit the time any representative of a Member may speak.

Section 14. Action Without a Formal Meeting. Any action to be taken at a meeting of the Trustees or any action that may be taken at a meeting of the Trustees may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by those Trustees possessing the percentage of the voting power required for such action.

C. Powers and Duties

Section 15. Powers. Except as set forth in these By-Laws or the Declaration, the Board of Trustees shall be responsible for the affairs of the Rosefarm at Rosemont Homeowners Association and shall have all of the powers and duties necessary for the administration of the Rosefarm at Rosemont Homeowners Association's affairs and, as provided by law, may do all acts and things as are by the Declaration, Articles or these By-Laws directed to be done and exercised by the voting Members or the membership generally.

In addition to the duties imposed by these By-Laws or by any resolution of the Rosefarm at Rosemont Homeowners Association that may hereafter be adopted, the Board of Trustees shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

(a) Preparation and adoption of annual budgets;

(b) (i) Making Assessments to defray those Common Expenses chargeable to the Class C Members, and establishing the means and methods of collecting such Assessments; provided, unless otherwise determined by the Board of Trustees, the Base Assessment for each Class C Member shall be payable in equal quarterly installments, each such installment to be due and payable in advance on the first day of each quarterly period. Base Assessments shall be calculated on the number of Residences in existence at the beginning of any fiscal year; provided, however, that the Board shall take into account reasonable estimates of revenue to be received with respect to Residences for which Base Assessments shall be calculated during such year. If it shall become apparent during the course of such year that the revenue being collected by the Rosefarm at Rosemont Homeowners Association is materially more or less than budgeted, or if Common Expenses of the Rosefarm at Rosemont Homeowners

Association are materially more or less than budgeted, the Rosefarm at Rosemont Homeowners Association shall have the right to increase or decrease the Base Assessments (or to levy a Special Assessment) on account thereof. The members of the Board of Trustees shall also have the right to levy Special Assessments as provided in the Declaration;

(ii) Charging Common Expenses applicable to non-members pursuant to this Declaration; provided, unless otherwise determined by the Board of Trustees, such charges shall be payable in quarterly installments, except for extraordinary expenditures which may be collected as such extraordinary expenditures are paid or incurred by the Association.

(c) Providing for the operating, care, upkeep and maintenance of Common Areas including the recreation facilities, if any, and any property required to be operated by the Rosefarm at Rosemont Homeowners Association;

(d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Rosefarm at Rosemont Homeowners Association, its property and the Recreation Facility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

(e) Collecting the Assessments, depositing the proceeds thereof in bank or savings and loan accounts or in money market funds of national brokerage firms or investing the proceeds in certificates of deposit or in other investments insured or issued by the United States Government or an agency thereof, and using the proceeds to administer the Rosefarm at Rosemont Homeowners Association;

(f) Making and amending rules and regulations;

(g) Enforcing by legal means the provisions of the Declaration, these By-Laws and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Members or Owners concerning the Rosefarm at Rosemont Homeowners Association;

(h) Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(i) Paying the cost of all services rendered to the Rosefarm at Rosemont Homeowners Association and not chargeable directly to specific Member;

(j) Keeping books with detailed accounts of the receipts and expenditures affecting the Rosefarm at Rosemont Homeowners Association and its administration, specifying the

maintenance and repair expenses and any other expenses incurred; and

(k) Making available to any prospective purchaser of a Residence, any Owner of a Residence, any first Mortgagee and the holders, insurers, and guarantors of a first Mortgage on any Residence, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules and all other books, records and financial statements of the Rosefarm at Rosemont Homeowners Association.

Section 16. Borrowing. The Board of Trustees shall have the power to borrow money for the purpose of maintenance, repair or restoration of a recreation facility with the written approval of members of the Board with at least seventy-five percent (75%) of the voting power of the Board. Notwithstanding anything to the contrary contained in the Declaration, these By-Laws or the Articles of Incorporation, no Mortgage lien or other security interest or encumbrance shall be placed on any portion of the Common Areas or other assets of the Rosefarm at Rosemont Homeowners Association without the affirmative vote or written consent of seventy-five percent (75%) of the members of the Board (and one hundred percent of the Class A Members).

Section 17. Enforcement - Fines. The Board shall have the power to impose sanctions including, without limitation, reasonable fines not to exceed Seventy-Five Dollars (\$75.00) for each violation, which shall constitute a lien upon the property of the violating Owner (or the Owner of a Residence of a violating Occupant of such Residence) of any duty imposed under the Declaration, these By-Laws or any rules and regulations duly adopted hereunder. In the event that any Occupant of a Residence violates the Declaration, By-Laws or a rule or regulation and a fine is imposed, the fine shall first be assessed against the Occupant; provided, however, if the fine is not paid by the Occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Rosefarm at Rosemont Homeowners Association. The failure of the Board to enforce any provision of the Declaration, By-Laws or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) Notice. Except for the suspension for less than fifteen (15) days of an Owner's or Occupant's right to any recreation facility, prior to imposition of any sanction under this Section 17, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than ten (10) days within which the Committee, if any, or the Board of Trustees may be requested to have a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

(b) Hearing. If a hearing is requested in a timely manner, the hearing shall be held by the Covenants Committee or by the Board, as determined by the Board, in executive session affording the Owner a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Trustees or the Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(c) Appeal. Following a hearing before the Covenants Committee (as opposed to a hearing before the Board), the violator shall have the right to appeal the decision to the Board of Trustees. To perfect this right, a written notice of appeal must be received by the manager, President or Secretary of the Rosefarm at Rosemont Homeowners Association within thirty (30) days after the hearing discussion. There shall be no appeal from a decision by the Declarant or the Board.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Rosefarm at Rosemont Homeowners Association acting through the Board of Trustees, may elect to enforce any provisions of the Declaration, these By-Laws or the rules and regulations of the Rosefarm at Rosemont Homeowners Association by self-help (specifically including, but not limited to, the towing of vehicles in the Recreation Parcel that are in violation of rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. All remedies and rights of the Declarant, the Board and the Rosefarm at Rosemont Homeowners Association shall be non-exclusive and cumulative, and may be exercised at any time or successively.

(e) Lien Rights. If a fine is not paid when due it shall be deemed to be a Special Assessment for which Collection Charges may be collected and a lien may be created and foreclosed pursuant to Article VIII of the Declaration.

Article IV

Officers

Section 1. Officers. The officers of the Rosefarm at Rosemont Homeowners Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board of Trustees may appoint such

other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Trustees. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election, Term of Office and Vacancies. The officers of the Rosefarm at Rosemont Homeowners Association shall be elected annually by the Board of Trustees at the first meeting of the Board of Trustees held after the annual meeting of the Rosefarm at Rosemont Homeowners Association. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Trustees for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Trustees whenever in its judgment the best interests of the Rosefarm at Rosemont Homeowners Association will be served thereby.

Section 4. Powers and Duties. The officers of the Rosefarm at Rosemont Homeowners Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Trustees. The President shall be the chief executive officer of the Rosefarm at Rosemont Homeowners Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Trustees, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Rosefarm at Rosemont Homeowners Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Trustees, except that during the Class B Control Period any officer can sign checks.

Article V

Committees

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Trustees present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Trustees designating the committee or with rules adopted by the Board of Trustees.

Section 2. Covenants Committee. In addition to any other committees which may be established by the Board pursuant to Section 1 of this Article, the Board of Trustees may, but shall not be required to, appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) members who are Owners or Occupants. Acting in accordance with the provisions of the Declaration, these By-Laws and resolutions the Board may adopt, unless this Board determines to hold a hearing in accordance with the rights of the Board set forth in Article III, Section 17 of their By-Laws, the Covenants Committee, if established, shall be the hearing tribunal of the Rosefarm at Rosemont Homeowners Association and shall conduct all hearings held pursuant to the Declaration and Article III of these By-Laws.

Article VI

Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Rosefarm at Rosemont Homeowners Association shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Rosefarm at Rosemont Homeowners Association proceedings when not in conflict with Ohio law, the Articles of Incorporation, the Declaration or these By-Laws.

Section 3. Conflicts. If there are conflicts between the provisions of Ohio law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Ohio law, the Declaration the Articles of Incorporation and the By-Laws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration and By-Laws, membership register, books of account and minutes of meetings of the Members, the Board and committees shall be made available for inspection and copying by any

Mortgagee, Member of the Rosefarm at Rosemont Homeowners Association or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Rosefarm at Rosemont Homeowners Association or at such other place within the Properties as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Owners, Members and Trustees. Every Owner, Member and Trustee shall have the absolute right at any reasonable time with at least ten (10) days prior written notice to inspect all books, records and documents of the Rosefarm at Rosemont Homeowners Association and the physical properties owned or controlled by the Rosefarm at Rosemont Homeowners Association. The right of inspection includes the right to make extracts and a copy of relevant documents at the expense of the Person making such copies.

Section 5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or three (3) days after it is sent by United States Mail, first class postage prepaid:

(a) if to a Class A Member, at the address which the Class A Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Residence of the Class A Member; or

(b) if to the Declarant, at the address which the Declarant has designated in writing and filed with the Secretary or, if no such address has been designated, at the regular place of business of the Declarant; or

(c) if to the Rosefarm at Rosemont Homeowners Association or the Board of Trustees, at the principal office of the Rosefarm at Rosemont Homeowners Association or to the Residence of the President or Secretary of the Rosefarm at Rosemont Homeowners Association.

Section 6. Initial Capital Contribution. Upon acquisition of record title by a Class A Member (excluding a Builder) by the first non-Builder purchaser thereof, a

contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to the greater of (a) one-sixth (1/6th) of the amount of the annual base assessments per Residence in effect on the date of such conveyance, or (b) Fifty Dollars (\$50.00). This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association, for use in covering Common Expenses incurred by the Association pursuant to the terms of the Declaration and the By-Laws.

Section 7. Amendment. These By-Laws may be amended only by the Declarant during the Class B Control Period, except for Amendments which change the voting rights of the Class A Members or the method of calculation of Base or Special Assessments, which shall be subject to amendment as set forth in the Declaration; and, except as provided in the Declaration, by the Class A Members thereafter upon the affirmative vote or written consent of Class A Members holding at least seventy-five percent (75%) of the voting power of the Class A Membership. Any amendment to be effective must be recorded in the public records of Summit County, Ohio.

No amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

DESIGN CRITERIA

The ACC of the Rosefarm at Rosemont Homeowners Association has adopted the following Design Criteria as of June 1, 1994, which Design Criteria shall be subject to modification and supplementation from time to time by the ACC.

The following Design Criteria shall be applicable to Rosefarm at Rosemont (or individual sections or communities therein as so designated):

(1) Mailbox Holders. Mailbox holders for individual sections of Rosefarm at Rosemont will be specified by the ACC. Owners shall pay for and install holders at the locations designated by the ACC.

(2) Garages. Garages shall (i) be affixed to their respective Residence, (ii) contain a minimum of four hundred forty (440) square feet of interior space, (iii) have dimensions between twenty feet (20') and twenty-two feet (22'), and (iv) be of sufficient size to house two (2) full-size "large" American cars. No carports shall be permitted. When facing the street, garage door design shall be approved by the ACC.

(3) Exterior Features. The exterior of each Residence shall conform with the following:

(a) Roofs. All roofs to be a minimum of 8/12 pitch unless approved by the ACC. Roof slopes of a lesser pitch, if in keeping with the architectural style acceptable to the ACC and appropriately designed in terms of proportions and scale, will be considered.

(b) Roofing Materials. Roofing materials shall be dimensional type asphalt/fiberglass weighing not less than two hundred sixty (260) pounds/square, wood shingles or shakes, clay tile, slate or standing seam metal.

(c) Foundation Walls. All foundation walls above grade must be faced with brick, stone, stucco, or other similar materials subject to approval by the ACC.

(d) Duplication of Residences. Substantial duplication of existing or planned exterior characteristics of a Residence for another Lot will not be permitted within five (5) Lots to the right or left of the Residence in question or a like number of Lots across the street from the Lot in question.

(4) Driveways. All driveways must be concrete or brick.

(5) Exterior Siding. Exterior siding materials shall be stained or painted wood board siding of either cedar or redwood, stucco, aluminum or vinyl siding limited to traditional designs of four inch (4") or five inch (5") lap, wood shakes or shingles, face brick or stone. No natural aluminum, plastic material other than covering on a wood window (except siding as allowed herein), concrete or concrete block, plywood or other simulated board design wood bi-products composition materials are allowed.

(6) Chimneys. All exterior chimneys shall be constructed of masonry materials except for the firebox which may be prefabricated steel. There shall be no direct thru wall venting of fireplaces.

(7) Aggregate Base. Only limestone or river gravel shall be permitted for aggregate needs, no slag products shall be used.

(8) Topographic Plan. A copy of the topographic plan of existing conditions for each Lot shall be provided by Declarant for use in preparing the grading plan.

(9) Subsurface Groundwater. If any subsurface conditions are encountered that indicate that continuous or intermittent sources of groundwater are present, these conditions shall be properly managed by the installation of subsurface drains that channel any groundwater to a storm sewer.

(10) Storm Sewer System. A storm sewer system has been provided for the collection of roof and basement sump pump discharge. All such drains must be connected to this collection system. No surface discharge will be permitted. Proper provision for the prevention of debris entering this system shall be made for each Lot.

(11) Builders. The Declarant or the Association shall have the right to designate those Builders who shall have the exclusive right to construct Residences at Rosefarm at Rosemont, which designations may be changed from time to time by Declarant or the Association. Only those Persons designated by Declarant or the Association shall have the right to be a Builder and to construct a Residence in Rosefarm at Rosemont.

(12) Interior and exterior footer drains shall be required for all homes.

**AMENDMENT NO. 1
TO
DESIGN CRITERIA**

**A SUPPLEMENT TO THE
DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
FOR
ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION**

The following either adds to, deletes, or modifies the Design Criteria as indicated herein below:

(1.) Mailbox Holders - This section to be modified in its entirety and shall be as follows: Mailbox Holders - The Owner or Owners Builder shall be responsible for the purchase and installation of a standard mailbox. The mailbox is to be purchased from the Declarant. The cost of the mailbox is \$230.00 and may be subject to change at a future date, if necessary due to increase in cost of producing mailboxes. The cost of the mailbox will be paid to the Declarant at the time of closing of the purchase of the lot. The Owner or Owner's Builder shall notify the Declarant a minimum of 30 days before the time the mailbox is ready to be installed. Contact Ed. Newman (535-7027) when ready for mailbox. Owner/Owner's Builder shall be responsible for picking up the mailbox at a location to be designated by the Declarant.

(3.) Exterior Features - Items in this Section shall be modified as indicated herein below.

(b.) Roofing Materials - This item shall be modified in its entirety as follows: Roofing Materials - Roofing Materials shall be dimensional type asphalt/fiberglass shingles, wood shingles or shakes, clay tile, slate or standing seam metal. If asphalt/fiberglass shingles are used they shall be one of the following:

Certainteed - Horizon Shingle
Elk - Prestique II
Owens Corning - Oakridge II
GAF - Timberline 25

The color black shall not be used for any roofing materials.

(e.) Windows - Style, proportion quantity, location and color of all windows or any other glazed openings shall be subject to approval of the ACC. All sides of the house shall incorporate windows as a part of the architectural design and character of the house. Windows should be used as a design element, as well as providing functional and aesthetic daylighting through all areas of the house. At Lots 9, 10, 81, 82, 86, 123, 124, 136, 137, 138, 139, 140, 141, 142, 143, 144 and 145, window openings on the lake side of the house should be given particular attention regarding quantity, design and location. Window openings shall account for a minimum of 35% of the total exposed wall area on the lake side of the house.

7 LOT
#15

(5.) Exterior Siding - Add to this Section the following: At Lots 7, 8, 9, 10, 14, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 117, 118, 125, 126, 127, 128, 129, 130, 131, 139, 140, 141, 142, 143, 144, 145, 146, 147, and 148 whatever siding material is utilized it shall be appropriate for the Architectural Style of the home and shall be used on all sides of the house. The material selected shall be subject to approval of the ACC. The material shall extend from finish grade up to the roof rake or eave line. Houses utilizing siding as a finish material shall comply with (c.) foundation walls. Above the roof eave line at dormers or partial walls other materials may be used subject to approval of the ACC. Other materials may be used for architectural trim or accent subject to approval of the ACC.

(13.) Minimum New Landscape Requirements:

(a.) Landscaping plans must be submitted for approval prior to any landscaping, decks, terraces, fences, walls, etc. Any landscaping work performed without approved plans will be subject to modification, removal and/or replacement.

A landscape plan must be submitted whether or not it is a speculative home being built by the builder or a contract home for an Owner. If it is a speculative home and the lot has not been landscaped, prior to selling the home the approved landscaping will still be required to be implemented by the purchaser unless a new plan is submitted for approval by the purchaser of the home.

(b.) All lots shall have a complete landscaping plan including the entire property indicating all decks, terraces, wall screens, any constructed elements not attached to the house and a planting plan for the entire property. All of this is subject to the approval of the ACC.

The planting plan shall indicate a minimum of the following:

1. Foundation planting or other approved treatment around the entire perimeter of the house. The planting for that area shall incorporate significant tree, shrub, perennial, ground cover and annual planting areas that will compliment and enhance the architecture of the house.
2. In addition to foundation planting, other planting shall be provided to provide shading and create general interest on the property and enhance the greening of the area. As a minimum the following is required.
 - a. Deciduous Trees - A minimum of 5 in addition to a street tree. Trees shall be a minimum of 2-1/2" to 3-1/2" in diameter. Deciduous trees can be reduced in quantity on lots where existing trees are saved at the discretion of the ACC.
 - b. Street Tree - See Section 29, Item (d.) of the Declaration of Covenants, Easements and Restrictions.

c. The planting plan shall incorporate a minimum of 5 flowering trees. The trees must be a minimum of 6 to 8 ft. tall at time of planting depending upon species. Height to be at discretion of ACC.

d. The planting plan shall include a minimum of 6 evergreen trees. They should be planted in not less than groupings of three. Evergreen shrubs and bushes do not count against this total.

e. Buffering or screen planting along property lines or to define outdoor living areas and to create privacy are encouraged but not mandatory.

**AMENDMENT NO. 2
TO
DESIGN CRITERIA**

**A SUPPLEMENT TO THE
DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
FOR
ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION**

The following either adds to, deletes, or modifies the Design Criteria as indicated herein below:

(1.) Mailbox Holders - The last sentence of this section to be modified in its entirety and shall be as follows: Mailbox Holders - Contact Brad Kuhns (560-2121) when ready for mailbox. Owner/Owner's Builder shall be responsible for picking up the mailbox at a location to be designated by the Declarant.

(3.) Exterior Features - Items in this Section shall be modified as indicated herein below.

(e.) Windows - Style, proportion quantity, location and color of all windows or any other glazed openings shall be subject to approval of the ACC. All sides of the house shall incorporate windows as a part of the architectural design and character of the house. Windows should be used as a design element, as well as providing functional and aesthetic daylighting through all areas of the house. At Lots 9, 10, 81, 82, 86, 123, 130, 133, 136, 137, 138, 139, 140, 141, 142, 143, 144 and 145, window openings on the lake side of the house should be given particular attention regarding quantity, design and location. Window openings shall account for a minimum of 35% of the total exposed wall area on the lake side of the house.

(5.) Exterior Siding - Add to this Section the following: At Lots 7, 8, 9, 10, 14, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 146, 147, 148, 149, 150, 151, 152 whatever siding material is utilized it shall be appropriate for the Architectural Style of the home. The material selected shall be subject to approval of the ACC. The material shall extend from finish grade up to the roof rake or eave line. Houses utilizing siding as a finish material shall comply with (c.) foundation walls. Above the roof eave line at dormers or partial walls other materials may be used subject to approval of the ACC. Other materials may be used for architectural trim or accent subject to approval of the ACC.

**AMENDMENT NO. 1
TO THE
DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
FOR
ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION
DATED SEPTEMBER 1, 1994**

The following modifies the above referenced document as indicated herein below:

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

Section 24. Fences - The type, style, height, design, material, color and layout of any fence shall be reviewed and approved by the ACC prior to installation of any fencing. No chain link type fence or any other type of wire fence will be allowed. No fence will be allowed past the mid-point of the depth of the house along the side yard. Fences must also comply with all City of Fairlawn ordinances pertaining to fences. However, what is allowed by the City of Fairlawn does not mean it will automatically be allowed by the ACC. The more restrictive requirement of both entities having jurisdiction shall take precedence. The use of invisible fence is encouraged for use as pet fencing.

Section 27. Lights on Exterior of Residence - This section is deleted as written and shall be changed to read as follows: All light fixtures located on the property but not attached to the house, shall be reviewed and approved by the ACC for design, type and quantity prior to installation. All exterior lighting, including area lighting installed on the house, shall be so located and designed so as not to throw light onto adjacent lots.

Section 28. Size and Height of Residences - Item (b) is changed and modified as follows: (b) Residences located in Rosemont Ridge shall have the following minimum "Floor Area".

One Story House - 2400 Sq. Ft.


Two Story House - 2800 Sq. Ft.

Two Story House that backs on to Rosemont Boulevard or Cleveland-Massillon Road - 2600 Sq. Ft.

Residences that are built on Lots 9, 10, 81, 82, 86, 123, 124, 136, 137, 138, 139, 140, 141, 142, 143, 144, and 145 shall (i) have a minimum square footage of three thousand two hundred (3200) square feet for a two-story house and two thousand eight hundred (2800) square feet for a one-story house; or (ii) a minimum purchase price (for the first sale only) of Three Hundred Eighty Thousand Dollars (\$380,000.00); or (iii) shall be of the type and quality which compliments in a positive way the other Residences being constructed around the pond as determined by the ACC.

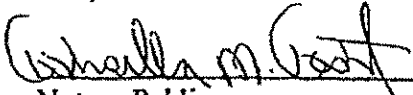
STATE OF OHIO)
) SS.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me a Notary Public on the 9th day of AUGUST, 1996 by Robert L. Stark, the President, and Herbert Newman, the Vice President of ROSEFARM INVESTMENTS, INC., an Ohio corporation, on behalf of the corporation, general partner of ROSEFARM LIMITED PARTNERSHIP, an Ohio limited partnership, on behalf of the limited partnership.


Notary Public DUSILLA M. DENT, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires Aug. 30, 2000

STATE OF OHIO)
) SS.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me a Notary Public on the 9th day of AUGUST, 1996 by Herbert Newman, the President, and Robert L. Stark, the Vice President, of ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION, an Ohio not-for-profit corporation, on behalf of the corporation.


Notary Public DUSILLA M. DENT, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires Aug. 30, 2000

This instrument prepared by:

Gary W. Melsher
Jones, Day, Reavis & Pogue
North Point
901 Lakeside Avenue
Cleveland, Ohio 44114

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 Page: 1 of 14
 06/18/1999 09:38A
 EA 64.00

JAMES B MCCARTHY SUMMIT CO AUDITOR

**AMENDMENT NO. 2
 TO THE
 DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
 FOR
 ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION**

THIS AMENDMENT NO. 2, TO THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR ROSEFARM AT ROSEMONT (the "Declaration", as is hereinafter defined) is made as of this 10th day of JUNE, 1999, by ROSEFARM LIMITED PARTNERSHIP, an Ohio limited partnership ("Declarant") and ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION, an Ohio not-for-profit corporation (the "Rosefarm at Rosemont Homeowners Association" or "Association").

RECITALS:

WHEREAS, Declarant and the Association have previously placed of record the Declaration, dated September 1, 1994 and filed for record on September 26, 1994 at Volume OR 1767, Page 1255 of Summit County Records, as amended by Amendment No. 1, dated August 9, 1996, and filed for record on August 12, 1996 in Volume OR 2236, Page 1262 of Summit County Records (the "Declaration").

RECITALS:

A. Declarant is the owner of parcels of land fronting on, at and/or near the northerly and southerly sides of Rosemont Boulevard, Cleveland-Massillon Road and Rothrock Road in Fairlawn, Ohio which are described on Exhibit A and also shown on Exhibit B, both of which are attached hereto and made a part hereof ("Rosefarm at Rosemont") which are subject to the Declaration and to date have been developed and operated under a general plan for the benefit of all of the owners of Residences within Rosefarm at Rosemont.

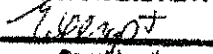
B. Declarant desires to reserve for itself and for, amongst others, its successors, assigns, grantees and the future owners of the land described as Parcel 4 on Exhibit A and shown as Parcel 4 on Exhibit B (hereinafter the "Church Parcel"), a perpetual non-exclusive easement, twenty five feet (25') in width on, over, across and under the land described as Parcel 1 on Exhibit A and shown as Parcel 1 on Exhibit B (hereinafter the "Heritage Parcel").


C. The Declarant desires to amend the Declaration so as delete from the real property subject to the provisions of this Declaration the Church Parcel and the lands described as Parcel 3 on Exhibit A and shown as Parcel 3 on Exhibit B (hereinafter the "Rothrock Parcel").

MIDLAND FORCE GROUP
 ORDER NO: A 29705
 ESCROW

11123

**TRANSFER NOT NECESSARY
 SEC. 319.202 REV. CODE COMPLIED WITH**


 Consideration
JAMES B. MCCARTHY
 County Auditor

BY 
 Deputy Auditor

TRANSFER NOT NECESSARY

6-16-99
 James B. McCarthy County Auditor

111

D. The Declarant desires that the provisions of Article VI "Architectural Control Committee" of the Declaration shall not be applicable to the land which is described as Parcels 4A, 5, 6, 7, 8, 9, 10, 11, 12 and 13 on Exhibit A, being Sublots 1, 38, 50, 54, 69, 70, 73, 76, 77, 83, 91 and 95 of the Rosefarm Allotment Subdivision, and Sublots 1, 2, 3, 5, 6, 7 and 16 in the Rosemont Subdivision (the "Fairways") shown on Exhibit B (hereinafter the "Improved Lots").

NOW THEREFORE, Declarant as the owner of all the lands described on Exhibit "A", as such lands are shown on Exhibit "B", hereby amends the Declaration as follows:

1. The Church Parcel and the Rothrock Parcel are deleted from the real property that is subject to the Declaration. Furthermore, the Church Parcel and the Rothrock Parcel shall no longer be subject to the rules, regulations and criteria of the Association.
2. The Improved Lots shall be no longer subject to the provisions of Article VI "Architectural Control Committee" of the Declaration, nor shall the Improved Lots be subject to any like rights of approval or restriction.
3. The Declarant reserves for its benefit, and for the benefit of, amongst others, its successors, assigns, grantees and the future owners of the Church Parcel ("Benefited Party"), a non-exclusive easement approximately twenty five feet (25') in width on, over, across and under a portion of the Heritage Parcel (the "Easement Area"), for the purpose of, amongst other things, constructing, installing, connecting, using, maintaining, repairing, demolishing, relocating and removing utilities and utility lines, pipes, wires, conduits, poles, pads, manholes and other related equipment and materials, including, but not limited to sanitary sewer lines so that the utilities and/or utility lines installed may be tied into and/or connected to utilities and/or utility lines installed upon the Heritage Parcel. In the event that the utilities and/or utility lines which the Benefited Party desires to connect to, have insufficient capacity, the Benefited Party shall have the right and easement to construct additional utilities and utility lines as proximately possible to the Easement Area, but may do so only in a manner which shall not materially interfere with the ability of the owners of the Heritage parcel (or the portion of the Heritage Parcel then affected) to use same. The Easement Area is described on Exhibit "C" and shown on Exhibit "D", both of which are attached hereto and made a part hereof. No buildings or structures may be erected over and/or across the Easement Area.
4. As amended hereby, the terms and provisions of the Declaration, remain in full force and effect.

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EA 84.00
JAMES B MCCARTHY SUMMIT CO AUDITOR



54304828
Page: 3 of 14
06/16/1999 09:36A
EA 64.00

IN WITNESS WHEREOF, the undersigned have executed this Declaration this 10th day of JUNE, 1999.

Signed and acknowledged
In the presence of
[As to both Signatures]:

ROSEFARM LIMITED PARTNERSHIP

By: Rosefarm Investment, Inc., its
General Partner

Print name: Kimberly B. Santa Maria

By:
Robert L. Stark, President

Print Name: CARLA LALLY

By:
Herbert Newman, Vice President

Signed and acknowledged
in the presence of
[As to both signatures]

ROSEFARM AT ROSEMONT HOMEOWNERS
ASSOCIATION, an Ohio not-for-profit corporation

Print name: Kimberly B. Santa Maria

By:
Herbert Newman, President

Print name: CARLA LALLY

By:
Robert L. Stark, Vice President

STATE OF OHIO)
) ss:
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me a Notary Public on this 10th day of JUNE, 1999, by Robert L. Stark, the President, and Herbert Newman, the Vice President of ROSEFARM INVESTMENT, INC., an Ohio corporation, on behalf of the corporation, general partner of ROSEFARM LIMITED PARTNERSHIP, an Ohio limited partnership, on behalf of the limited partnership.

NOTARY PUBLIC

MARK ROSS GREENFIELD, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

STATE OF OHIO)
) ss:
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me a Notary Public on this 10th day of JUNE, 1999, by Herbert Newman, the President, and Robert L. stark, the Vice President, of ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION, an Ohio not-for-profit corporation, on behalf of the corporation.

Mark Ross Greenfield
NOTARY PUBLIC

MARK ROSS GREENFIELD, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

 54304828
Page: 4 of 14
06/16/1999 09:38A
ER 64.00
JAMES B MCCARTHY SUMMIT CO AUDITOR

This instrument prepared by:

Mark Ross Greenfield
23230 Chagrin Boulevard, Suite 330
Beachwood, Ohio 44122
(216) 464-2860 ext. 127

BOUNDARY SURVEY

Description: Remaining Properties at Rosemont Ridge (Four Parcels)
 Date: May 26, 1999
 Owner: Rosefarm Limited Partnership

Parcel 1

Situated in the City of Fairlawn, County of Summit, State of Ohio, and being a part of original Lot 8 of Copley Township and bounded and described as follows:

Beginning at a pin found at the southeast corner of Sublot 75 of Rosefarm Allotment Phase 2, as recorded in Cabinet L, Slides 483-484, said pin being on the west right-of-way line of Cleveland-Massillon Road, said point being the TRUE PLACE OF BEGINNING of the parcel herein described;

- Course 1: THENCE, N 50° 54' 11" W, along the south line of said parcel, a distance of 166.15 feet to a pin found;
- Course 2: THENCE, S 47° 54' 06" W, a distance of 269.30 feet;
- Course 3: THENCE, S 61° 06' 01" W, a distance of 505.23 feet;
- Course 4: THENCE, S 50° 05' 55" W, a distance of 435.10 feet;
- Course 5: THENCE, S 39° 54' 05" E, a distance of 122.63 feet to a pin found on the north right-of-way line of Rothrock Road;
- Course 6: THENCE, S 76° 55' 15" W along said north right-of-way line, a distance of 228.73 feet;
- Course 7: THENCE, S 50° 05' 55" W along said north right-of-way line, a distance of 641.21 feet;
- Course 8: THENCE, S 74° 22' 42" W along said north right-of-way line, a distance of 177.35 feet;
- Course 9: THENCE, N 84° 06' 48" W along said north right-of-way line, a distance of 181.22 feet;
- Course 10: THENCE, N 75° 10' 33" W along said north right-of-way line, a distance of 500.22 feet;
- Course 11: THENCE, N 84° 01' 10" W along said north right-of-way line, a distance of 169.28 feet to the southeasterly corner of land conveyed to Helen Link Richards by deed recorded in Volume 757, Page 117 of Summit County;
- Course 12: THENCE, N 03° 46' 21" E, a distance of 714.09 feet to a pin found at the southwest corner of Sublot 95 of Rosefarm Allotment Phase 3, as recorded in Cabinet M, Slides 894-895;
- Course 13: THENCE, S 86° 13' 39" E along the southerly line of said Sublot 95, a distance of 79.92 feet;
- Course 14: THENCE, S 03° 46' 21" W, a distance of 50.00 feet to a point on the south line of Forest Oaks Drive, as recorded in said Rosefarm Allotment Phase 3;

JAMES B. MCCARTHY, SUMMIT CO. AUDITOR
 54304828
 Page: 5 of 14
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 ET

Description Approved By
 TAX MAP DEPARTMENT
 6-6-99
 TM

ROSEMONT RIDGE

May 26, 1999

Parcel 1 (continued)

- Course 15: THENCE, S 86° 13' 39" E along said south line of Forest Oaks Drive, a distance of 206.53 feet to a pin found at the northwest corner of Sublot 103 of Rosefarm Allotment Phase 3;
- Course 16: THENCE, S 03° 46' 21" W along the westerly line of said Sublot 103, a distance of 250.00 feet to a point, passing over a reference pin found at 225.00 feet;
- Course 17: THENCE, S 86° 13' 39" E along the southerly line of Rosefarm Allotment Phase 3 and Rosefarm Allotment Phase 1 as recorded in Cabinet K, Slides 449-451, a distance of 428.55 feet to a pin found;
- Course 18: THENCE, N 64° 49' 20" E along the southerly line of said Rosefarm Allotment Phase 1, a distance of 483.45 feet to a pin found on the west line of Augusta Drive;
- Course 19: THENCE, S 39° 53' 05" E along said west line of Augusta Drive and the westerly line of Rosefarm Allotment Phase 4 unrecorded, a distance of 50.00 feet;
- Course 20: THENCE, N 50° 05' 55" E along the southerly line of Rosefarm Allotment Phase 4 and Sublot 105, a distance of 225.00 feet to a point, passing over a reference pin found at 183.17 feet;
- Course 21: THENCE, N 16° 25' 03" W along the easterly line of said Sublot 105 and the easterly line of said Rosefarm Allotment Phase 1, as recorded in Cabinet K, Slides 449-451, a distance of 153.53 feet;
- Course 22: THENCE, N 57° 47' 42" E along the southerly line of Rosefarm Allotment Phase 2 as recorded in Cabinet L, Slides 483-484, a distance of 868.46 feet;
- Course 23: THENCE, N 77° 34' 01" E continuing along the southerly line of said Rosefarm Allotment Phase 2, a distance of 57.80 feet to a pin set;
- Course 24: THENCE, N 76° 15' 08" E continuing along the southerly line of said Rosefarm Allotment Phase 2, a distance of 135.51 feet to a pin found on the west line of Pinehurst Drive;
- Course 25: THENCE, N 69° 42' 33" E continuing along the southerly line of said Rosefarm Allotment Phase 2, a distance of 50.00 feet to a pin found;
- Course 26: THENCE, northerly along a curve to the right having a central angle of 04° 00' 33", a radius of 475.00 feet, a chord bearing of N 18° 17' 11" W, a chord distance of 33.23 feet, and an arc length of 33.24 feet to a pin found at the southwest corner of Sublot 79;
- Course 27: THENCE, N 73° 43' 06" E continuing along the southerly line of said Rosefarm Allotment Phase 2, a distance of 205.18 feet to a pin found at the southeast corner of Sublot 79;
- Course 28: THENCE, S 19° 33' 34" E continuing along the southerly line of said Rosefarm Allotment Phase 2, a distance of 166.01 feet;

ROSEMONT RIDGE



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EA 64.00

Parcel 1 (continued)

Course 29: THENCE, S 24° 49' 22" E continuing along the southerly line of said Rosefarm Allotment Phase 2, a distance of 150.65 feet to a pin found in the south line of Sublot 75 and the TRUE PLACE OF BEGINNING and containing 31.8210 acres of land, being the same, more or less, as surveyed in April 1999 by McCoy Associates, Inc., as directed by Bryan E. McCoy, Registered Surveyor No. 4936, but subject to all legal highways and any restrictions, reservations, or easements of record. All pins set are 5/8-inch diameter by 30-inch long rebar with cap. The basis of bearing for this survey is the centerline of Cleveland-Massillon Road as shown on said plat of Rosefarm Allotment Phase 2.

Parcel 2

Situated in the City of Fairlawn, County of Summit, State of Ohio, and being a part of original Lot 8 of Copley Township and bounded and described as follows:

Beginning at a pin found at the southeast corner of Sublot 75 of Rosefarm Allotment Phase 2, as recorded in Cabinet L, Slides 483-484, said pin being on the west right-of-way line of Cleveland-Massillon Road, said point being the TRUE PLACE OF BEGINNING of the parcel herein described;

Course 1: THENCE, S 28° 03' 03" W, a distance of 656.02 feet to a pin set on the future west right-of-way line, said line being 15.00 feet offset westerly from the current west right-of-way line;

Course 2: THENCE, N 64° 48' 28" E, a distance of 25.07 feet to a point on said west right-of-way line;

Course 3: THENCE, N 28° 03' 03" E, a distance of 635.94 feet to a point on said west right-of-way line;

Course 4: THENCE, N 61° 56' 57" W, a distance of 15.00 feet to a pin found, said point being the TRUE PLACE OF BEGINNING and containing 0.2225 acres of land, being the same, more or less, as surveyed in September 1998 by McCoy Associates, Inc., as directed by Bryan E. McCoy, Registered Surveyor No. 4936, but subject to all legal highways and any restrictions, reservations, or easements of record. All pins set are 5/8-inch diameter by 30-inch long rebar with cap. The basis of bearing for this survey is the centerline of Cleveland-Massillon Road as shown on said plat of Rosefarm Allotment Phase 2.

Parcel 3

Situated in the City of Fairlawn, County of Summit, State of Ohio, and being a part of original Lot 8 of Copley Township and bounded and described as follows:

Beginning at a pin found at the southeast corner of Sublot 75 of Rosefarm Allotment Phase 2, as recorded in Cabinet L, Slides 483-484, said pin being on the west right-of-way line of Cleveland-Massillon Road;

THENCE, N 50° 54' 11" W along the westerly line of Rosefarm Allotment Phase 2, a distance of 166.15 feet to a pin found;

Course a: THENCE, S 47° 54' 06" W, a distance of 269.50 feet;

ROSEMONT RIDGE

May 26, 1999

Parcel 3 (continued)

- Course b: THENCE, S 61° 06' 01" W, a distance of 505.23 feet;
- Course c: THENCE, S 50° 05' 55" W, a distance of 435.09 feet;
- Course d: THENCE, S 39° 54' 05" E, a distance of 122.24 feet to a pin found on the north right-of-way line of Rothrock Road;
- Course e: THENCE, S 76° 35' 15" W along said north right-of-way line, a distance of 228.73 feet;
- Course f: THENCE, S 50° 05' 55" W along said north right-of-way line, a distance of 641.21 feet;
- Course g: THENCE, S 74° 22' 42" W along said north right-of-way line, a distance of 177.35 feet;
- Course h: THENCE, N 84° 06' 48" W along said north right-of-way line, a distance of 181.22 feet;
- Course i: THENCE, N 75° 10' 53" W along said north right-of-way line, a distance of 500.22 feet;
- Course j: THENCE, N 84° 01' 10" W along said north right-of-way line, a distance of 169.23 feet to the southeasterly corner of land conveyed to Helen Link Richards by deed recorded in Volume 757, Page 177 of Summit County;
- Course k: THENCE, N 03° 46' 21" E along the easterly line of land so conveyed to Helen Link Richards, as aforesaid, and along the east line of land so conveyed to Wayne and Karen Maur by deed recorded in Volume 6571, Page 304 of Summit County Records, a distance of 1174.10 feet to the northeasterly corner thereof and the TRUE PLACE OF BEGINNING of the lands herein described;
- Course l: THENCE, N 85° 47' 29" W along the northerly line of land so conveyed to Wayne and Karen Maur, as aforesaid, a distance of 537.57 feet to the easterly line of Rothrock Road, 60 feet wide;
- Course 2: THENCE, N 03° 46' 21" E along the easterly line of Rothrock Road, a distance of 267.35 feet to the southerly line of land conveyed to Helen June Timmons by deed recorded in Volume 6248, Page 469 in Summit County Records;
- Course 3: THENCE, S 86° 35' 28" E along the southerly line of land so conveyed to Helen June Timmons, as aforesaid, a distance of 384.37 feet to the southeasterly corner thereof;
- Course 4: THENCE, N 43° 18' 12" E along the southeasterly line of land so conveyed to Helen June Timmons, as aforesaid, a distance of 240.68 feet to a point on the westerly line of the Rosefarm Allotment Phase 1, as recorded in Cabinet K, Slides 449-451 of the Summit County Records;


54304828
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 EA 84.00
 JAMES B MCCARTHY SUMMIT CO AUDITOR

ROSEMONT RIDGE

May 26, 1999

Parcel 3 (continued)

Course 5: THENCE, S 03° 46' 21" W along the westerly line of said Rosefarm Allotment Phase 1, a distance of 459.51 feet to the TRUE PLACE OF BEGINNING and containing 3.6703 acres of land, being the same, more or less, as surveyed in April 1999 by McCoy Associates, Inc., as directed by Bryan E. McCoy, Registered Surveyor No. 4936, but subject to all legal highways and any restrictions, reservations, or easements of record. The basis of bearing for this survey is the centerline of Cleveland-Massillon Road as shown on said plat of Rosefarm Allotment Phase 2.

Parcel 4

Situated in the City of Fairlawn, County of Summit, State of Ohio, and being a part of original Lot 8 of Copley Township and Bounded and described as follows:

Beginning at a pin found at the southeast corner of Sublot 75 of Rosefarm Allotment Phase 2 as recorded in Cabinet L, Slides 483-484, said pin being on the west right-of-way line of Cleveland-Massillon Road, said point being the TRUE PLACE OF BEGINNING of the parcel herein described;

THENCE, S 28° 03' 03" W, a distance of 656.02 feet to a pin found on the future west right-of-way line, said line being 15.00 feet offset westerly from the current west right-of-way line;

THENCE, S 64° 48' 28" W, a distance of 41.25 feet to a pin found on said future west right-of-way line;

THENCE, S 33° 36' 46" W, a distance of 163.60 feet to a pin found on said future west right-of-way line, being also on the north right-of-way line of Rothrock Road;

THENCE, N 81° 43' 23" W, a distance of 474.57 feet to a pin found on said north right-of-way line;

THENCE, S 76° 35' 15" W, a distance of 123.56 feet to a pin found on said north right-of-way line;

THENCE, N 39° 54' 05" W, a distance of 122.63 feet;

THENCE, N 50° 05' 55" E, a distance of 435.10 feet;

THENCE, N 61° 06' 01" E, a distance of 505.23 feet;

THENCE, N 47° 54' 06" E, a distance of 269.30 feet to a pin found at a southwest corner of said Sublot 75;

THENCE, S 50° 54' 11" E, a distance of 166.15 feet to a pin found, said point being the TRUE PLACE OF BEGINNING and containing 9.1987 acres of land, being the same, more or less, as surveyed in April 1999 by McCoy Associate, Inc., as directed by Bryan E. McCoy, Registered Surveyor No. 4936, but subject to all legal highways and any restrictions, reservations, or easements of record. All pins set are 5/8-inch diameter by 30-inch long rebar with cap. The basis of bearing for this survey is the centerline of Cleveland-Massillon Road as shown on said plat of Rosefarm Allotment Phase 2.

DK107.99



54304828
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EA 64.00

PARCEL 11:

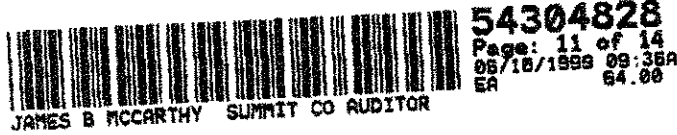
Situated in the City of Fairlawn, County of Summit, State of Ohio and known as being Sublots 50 and 77 in the Rosefarm Allotment Phase 2, as recorded in Plat Cabinet L, Slides 483 and 484 of Summit County Records and containing 0.3729 acre of land.

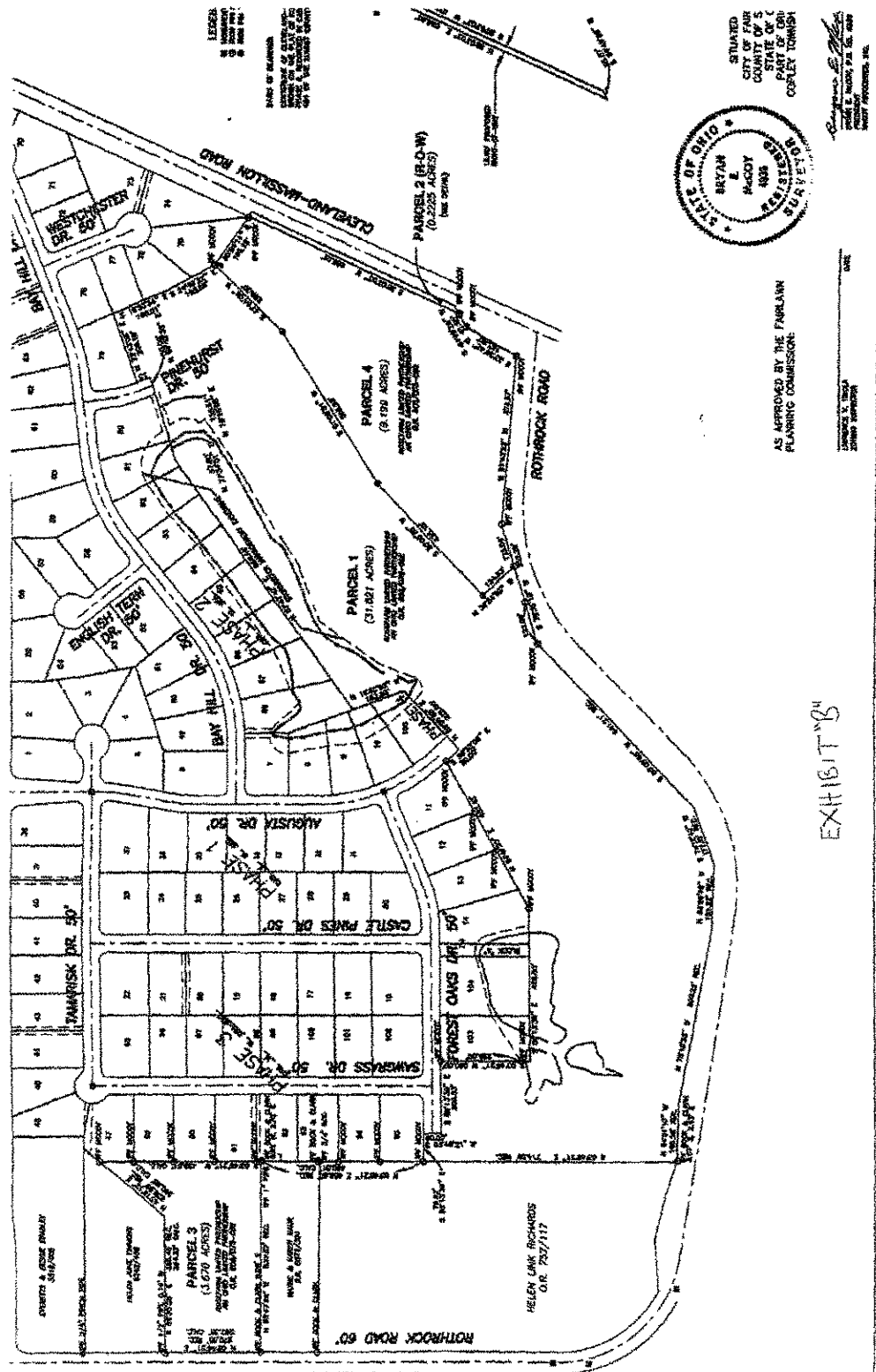
PARCEL 12:

Situated in the City of Fairlawn, County of Summit, State of Ohio and known as being Sublots 91 and 95 in the Rosefarm Allotment Phase 3, as recorded in Plat Cabinet M, Slides 894 and 895 of Summit County Records and containing 0.5081 acre of land.

PARCEL 13:

Situated in the City of Fairlawn, County of Summit, State of Ohio and known as being Sublot Nos. 1, 2, 3, 6 and 7 in the Rosemont Subdivision, as recorded in Plat Cabinet K, Slides 310 to 312 of Summit County Records.





STATE OF OHIO
 COUNTY OF CUYAHOGA
 PART OF CUYAHOGA COUNTY
 CUYAHOGA COUNTY

AS APPROVED BY THE FAIRLAIN
 PLANNING COMMISSION:

EXHIBIT 'B'

UTILITY EASEMENT

Description: Future 25-foot Utility Easement over Parcel 1
for the Benefit of Parcel 4

Date: June 9, 1999

Owner: Rosefarm Limited Partnership

Situated in the City of Fairlawn, County of Summit, State of Ohio, and being a part of original Lot 8 of Copley Township and bounded and described as follows:

Beginning at a pin found at the southeast corner of Sublot 75 of Rosefarm Allotment Phase 2, as recorded in Cabinet L, Slides 483-484, said pin being on the west right-of-way line of Cleveland-Massillon Road;

- Course a: THENCE, N 50° 54' 11" W, along the south line of said parcel, a distance of 166.15 feet to a pin found;
- Course b: THENCE, S 47° 54' 06" W, a distance of 269.30 feet, said point being the TRUE PLACE OF BEGINNING of the easement herein described;
- Course 1: THENCE, S 61° 06' 01" W, a distance of 10.00 feet;
- Course 2: THENCE, N 28° 53' 59" W, a distance of 160.00 feet;
- Course 3: THENCE, N 61° 06' 01" E, a distance of 25.00;
- Course 4: THENCE, S 28° 53' 59" E, a distance of 156.20 feet;
- Course 5: THENCE, S 47° 54' 06" W, a distance of 16.18 feet to the TRUE PLACE OF BEGINNING and containing 0.0907 acre of land, being the same, more or less, but subject to all legal highways and any restrictions, reservations, or easements of record. The basis of bearing for this survey is the centerline of Cleveland-Massillon Road as shown on said plat of Rosefarm Allotment Phase 2.

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 EA 64.00

JAMES B MCCARTHY SUMMIT CO AUDITOR

DK138.99

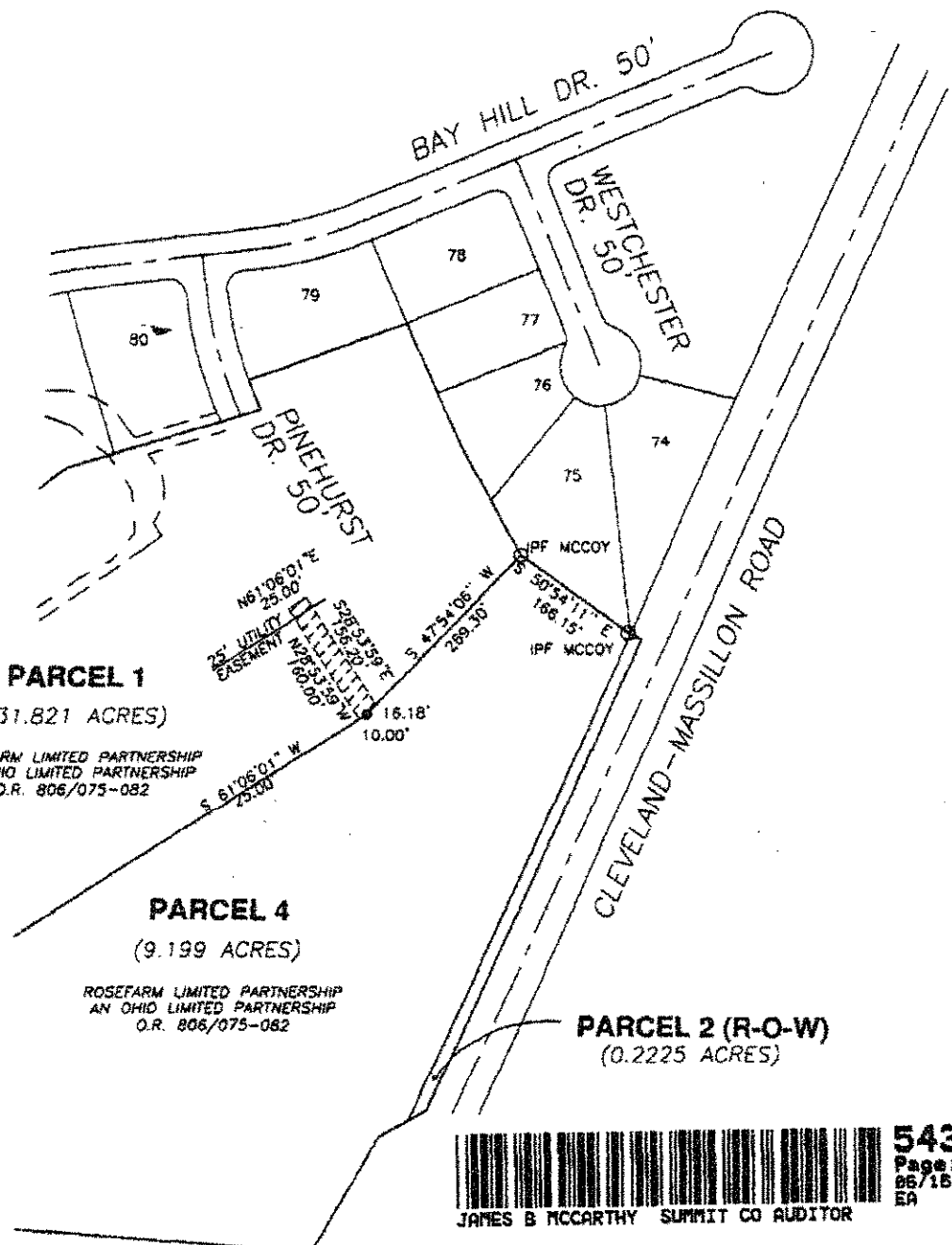
EXHIBIT C



SCALE: 1" = 200'
HORIZONTAL
SCALE IN FEET

DRAWN BY: DAK
CHECKED BY: DAK

SKETCH OF EASEMENT



PARCEL 1
(31.821 ACRES)

ROSEFARM LIMITED PARTNERSHIP
AN OHIO LIMITED PARTNERSHIP
O.R. 806/075-082

PARCEL 4
(9.199 ACRES)

ROSEFARM LIMITED PARTNERSHIP
AN OHIO LIMITED PARTNERSHIP
O.R. 806/075-082

PARCEL 2 (R-O-W)
(0.2225 ACRES)

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EA 64.00

JAMES B MCCARTHY SUMMIT CO AUDITOR

BASIS OF BEARINGS:
CENTERLINE OF CLEVELAND-MASSILLON ROAD AS SHOWN ON THE PLAT OF ROSEFARM ALLOTMENT, PHASE II, RECORDED IN CABINET 'L', SLIDES 483-484 OF THE SUMMIT COUNTY RECORDS.

EXHIBIT D

MCCOY ASSOCIATES, INC.
CONSULTING ENGINEERS

**AMENDMENT NO. 3
TO THE
DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
FOR
ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION
DATED SEPTEMBER 1, 1994**

Recorded in Volume OR1767 Pages 1255-1332

The following modifies the above referenced document as indicated herein below:

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

Section 28. Size and Height of Residences Item (b) is changed and modified as follows: (b) Residences located in Rosemont Ridge shall have the following minimum "Floor Area".

One Story House - 2400 Sq. Ft.
Two Story House - 2800 Sq. Ft.

Two Story House that backs on to Rosemont Boulevard or Cleveland-Massillon Road -
2800 Sq. Ft.

Residences that are built on Lots 9, 10, 81, 82, 86, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, and 124 shall (i) have a minimum square footage of three thousand two hundred (3200) square feet for a two-story house and two thousand eight hundred (2800) square feet for a one-story house; or (ii) a minimum purchase price (for the first sale only) of Three Hundred Eighty Thousand Dollars (\$380,000.00); or (iii) shall be of the type and quality which compliments in a positive way the other Residences being constructed around the pond as determined by the ACC.

Section 29. Builders, etc.

(j) No dirt (spoils) shall be removed from the Development without the consent of the Declarant.

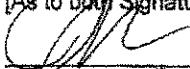
(k) Builder and Owner shall take proper precautions to avoid damage to pavement surface and curbs, water boxes, hydrants, manholes and trees located in the road right-of-way. Track machines with grousers are not permitted on pavement areas.

All machines shall use proper plating under the machine when working on paved areas or on, or near curbs.

IN WITNESS WHEREOF, the undersigned have executed this declaration this 23 day of March, 2000.

Signed and acknowledged
in the presence of
[As to both Signatures]:

HERITAGE FIREPLACE EQUIPMENT
CO., INC. (Successor Declarant)



Print Name: Patrick J. Wack

By Jack E. Thompson
Jack Thompson, President

Judy K. Haggard
Print Name: Judy K. Haggard

Signed and acknowledged
in the presence of
[As to both Signatures]:

ROSEFARM AT ROSEMONT
HOMEOWNERS ASSOCIATION,
An Ohio not-for-profit corporation


Print Name: Patrick J. Wack

By Jack E. Thompson
Jack Thompson, President

Judy K. Haggard
Print Name: Judy K. Haggard

Prepared by:


Patrick J. Wack
Attorney at Law
41 Merz Blvd.
Fairlawn, OH 44333



State of Ohio
County of Summit

The foregoing instrument was signed and acknowledged before me a notary public by Heritage Fireplace Equipment Co., Inc., an Ohio Corporation, by Jack E. Thompson, it's President, and Rosefarm at Rosemont Homeowners Association, an Ohio Not-for-Profit Corporation, by Jack E. Thompson, it's President, who acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said companies and their officers.

I have set my hand and seal at Akron, Ohio this 23 day of March, 2000.


Notary Public
PATRICK J. WACK, Attorney-At-Law
Notary Public - State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

4/3/01

AMENDMENT NO. 4 TO THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION

THIS AMENDMENT NO. 4 TO THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION ("Amendment No. 4") to amend the Declaration of Covenants, Easement and Restrictions for Rosefarm at Rosemont Homeowners Association (the "Declaration") is made this 12 day of July, 2001, by Heritage Fireplace Equipment Co., Inc., an Ohio corporation (the "Declarant"), and Rosefarm at Rosemont Homeowners' Association, an Ohio not-for-profit corporation (the "Association").

WHEREAS, the Declarant's predecessor's and the Association have previously placed on record the Declaration dated September 1, 1994, executed September 22, 1994, by the Rosefarm Limited Partnership and the Rosefarm at Rosemont Homeowners Association and filed for record with the Land Records of Summit County in Volume OR 1767, Pages 1255-1332 on September 26, 1994, as amended by Amendment No. 1, dated August 9, 1996, and filed for record on August 12, 1996, in Volume OR 2236, Page 1262 of the Summit County Land Records; Amendment No. 2, dated June 10, 1999, and filed for record on June 16, 1999, in Reception No. 54304828 of the Summit County Land Records; and Amendment No. 3 dated March 23, 2000, and filed for record on April 3, 2000 in Reception No. 54407507 of the Summit County Land Records.

WHEREAS, the Declarant is the successor of the original Declarant, Rosefarm Limited Partnership, pursuant to a document entitled "Designation of Successor Declarant" filed with the Summit County Recorder's office on June 6, 1999.

WHEREAS, the Declarant desires to amend the Declaration as set forth below with this Amendment No. 4.

NOW, THEREFORE, Heritage does hereby amend the Declaration as follows:

1.0 INCORPORATION OF RECITALS. The above recitals are incorporated herein by this reference.

2.0 AMENDMENT TO DECLARATION. The following amendments to the Declaration shall be made:

- (i) the text of Article VII Section 29(d) of the Declaration shall be changed and shall appear as follows:

Owner and/or Owner's Builder shall be responsible for the installation of and payment for sidewalks and the payment for the cost of one street tree as required by the City of Fairlawn. The cost



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RISC 28.00

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Bond & Assoc. Box
Order # ACC/ROSE

of the street tree is One Hundred Fifty Dollars (\$150) and shall be paid to the Declarant at the time of closing on the purchase of a lot. All Lots shall have sidewalks along the entire street frontage. Sidewalks shall be constructed to grade and detail meeting City of Fairlawn requirements; but the sidewalks shall not be constructed until the Residence and final grading have been completed, and the driveway has been constructed out to the back edge of the sidewalk. Notwithstanding the foregoing, if construction of a Residence and final grading has not been completed within twelve (12) months after closing on the Lot or land, the Owner shall, at expiration of that twelve (12) month period, install the required sidewalk and pay for the same. In the event that the sidewalk is not so constructed, the Owner shall pay a fee of Fifty Dollars (\$50) per day to the Association until the sidewalk construction is completed to the Declarant's satisfaction. After the sidewalk has been installed, vehicles may not be driven across the sidewalk, except at the driveway. Any damaged sidewalk prior to acceptance to the City of Fairlawn must be replaced by the Owner (or Owner's Builder) at his or her expense.

(ii) Article VII of the Declaration shall be modified by adding a Section 29(l) as follows:

(l) Owner and/or Owner's builder or their successors and assigns shall begin construction of the Residence on the Lot within twelve (12) months after the Owner and/or Owner's Builder close on the sale of the Lot from Declarant. Thereafter, Owner and/or Owner's Builder shall proceed with due diligence to complete all construction of the Residence and landscaping within a reasonable time.

In the event that construction of the Residence and landscaping has not commenced within one year after closing on the Lot or land, the Owner shall pay to the Association Fifty Dollars (\$50) per day fee until said construction commences to Declarant's satisfaction.

In the event that Declarant deems, in Declarant's sole discretion, that construction is not proceeding with due diligence, then the Owner shall pay to the Association Fifty Dollars (\$50) per day fee until Declarant is satisfied that construction is proceeding with due diligence.

(iii) Article VII of the Declaration shall be amended by adding a Section 29(m) as follows:

(m) Any fees assessable against the Owner under this Section 29 shall be payable as a personal obligation of the Owner and shall be

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FRANK WILLIAMS, SUMMIT CO AUDITOR

paid on the first of each month after the inception of the per diem fees. Failure to pay the fee shall entitle the Association to all rights, remedies, liens, fees and Collection Charges as available in Article VIII of the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Amendment No. 4 this 12 day of July, 2001.

Signed in the presence of:
Witnessed as to all:

Thomas McGregor
(Witness No. 1 Signature)

THOMAS MCGREGOR
(Witness No. 1 Print Name)

Richard M. Coleman
(Witness No. 2 Signature)

Richard M. Coleman
(Witness No. 2 Print Name)

HERITAGE FIREPLACE EQUIPMENT
CO., INC.

By: Russell E. Kempfel
Russell E. Kempfel, its President

ROSEFARM AT ROSEMONT
HOMEOWNERS' ASSOCIATION, INC.

By: Karla Kay
Karla Kay, its President

STATE OF OHIO)
)ss
SUMMIT COUNTY)

BEFORE ME a notary public in and for said county and state, personally appeared the above-named Heritage Fireplace Equipment Co., Inc. by Russell E. Kempfel, its President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as President of Heritage Fireplace Equipment Co., Inc.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Alvton, Ohio this 12 day of July, 2001.

Frank J. Witschey
Notary Public
FRANK J. WITSCHHEY, Attorney At Law.
Notary Public - State of Ohio
My Commission has no expiration date.
Sec. 1, 1993 P.L.C.

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MISC 28.00
FRANK WILLIAMS, SUMMIT CO AUDITOR

STATE OF OHIO)
)ss
SUMMIT COUNTY)

BEFORE ME a notary public in and for said county and state, personally appeared the above-named Rosefarm at Rosemont Homeowners' Association, Inc., by Karla Kay its President, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed as President of Rosefarm at Rosemont Homeowners' Association, Inc.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at 14th/07/01 Ohio this 12 day of July, 2001.

Frank J. Witzel
Notary Public
FRANK J. WITSEL, Attorney At-Law
Notary Public - State of Ohio
My Commission has no expiration date
Sec. 1, 193 R.C.

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LJS

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Page: 4 of 4
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FRANK WILLIAMS, SUMMIT CO AUDITOR RISC 28.00



AMENDMENT NO. 5 TO THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION

THIS AMENDMENT NO. 5 TO THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION ("Amendment No. 5") to amend the Declaration of Covenants, Easement and Restrictions for Rosefarm at Rosemont Homeowners Association (the "Declaration") is made this 1st day of October, 2001, by Heritage Fireplace Equipment Co., Inc., an Ohio corporation (the "Declarant"), and Rosefarm at Rosemont Homeowners' Association, an Ohio not-for-profit corporation (the "Association").

WHEREAS, the Declarant's predecessor's and the Association have previously placed on record the Declaration dated September 1, 1994, executed September 22, 1994, by the Rosefarm Limited Partnership and the Rosefarm at Rosemont Homeowners Association and filed for record with the Land Records of Summit County in Volume OR 1767, Pages 1255-1332 on September 26, 1994, as amended by Amendment No. 1, dated August 9, 1996, and filed for record on August 12, 1996, in Volume OR 2236, Page 1262 of the Summit County Land Records; Amendment No. 2, dated June 10, 1999, and filed for record on June 16, 1999, in Reception No. 54304828 of the Summit County Land Records; and Amendment No. 3 dated March 23, 2000, and filed for record on April 3, 2000 in Reception No. 54407507 of the Summit County Land Records; and Amendment No. 4 dated July 12, 2001 and filed for record on July 19, 2001 in Reception No. 54571956 of the Summit County Land Records.

WHEREAS, the Declarant is the successor of the original Declarant, Rosefarm Limited Partnership, pursuant to a document entitled "Designation of Successor Declarant" filed with the Summit County Recorder's office on June 16, 1999 in Reception No. 54304832 as to certain property within Rosefarm at Rosemont and the Declarant remained the Declarant as to other property within Rosefarm at Rosemont including the properties identified on Exhibit A attached hereto and incorporated herein by this reference (the "Original Declarant Land").

WHEREAS, the Declarant desires to amend the Declaration and the By-Laws to the Association as set forth below with this Amendment No. 5.

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

1.0 **INCORPORATION OF RECITALS.** The above recitals are incorporated herein by this reference.

2.0 **AMENDMENT TO DECLARATION.** The following amendments to the Declaration shall be made:

TRANSFER NOT NECESSARY
10-3-01 *[Signature]*
Frank Williams County Auditor

Return to
Bond & Assoc. Bldg
Order # ACC 120

- (i) the text of Article III Section 17 of the By-Laws of Rosefarm at Rosemont Homeowners Association (By-Laws) shall be changed and shall appear as follows:

Enforcement – Fines. The Board shall have the power to impose sanctions including, without limitation, reasonable fines not to exceed Fifty Dollars (\$50.00) per day, per violation, plus interest at the legal rate and all costs of collection (including, but not limited to, attorney fees and court costs) for each violation, which shall constitute a lien upon the property of the violating Owner (or the Owner of a Residence of a violating Occupant of such Residence) of any duty imposed under the Declaration, these By-Laws or any rules and regulations duly adopted hereunder. In the event that any Occupant of a Residence violates the Declaration, By-Laws or a rule or regulation and a fine is imposed, the fine shall first be assessed against the Occupant; provided, however, if the fine is not paid by the Occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Rosefarm at Rosemont Homeowners Association. The failure of the Board to enforce any provision of the Declaration, By-Laws or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter. The Board may waive, but, in writing only, any fines at such time as the violator begins to cure or remedy such violations which fines have been levied for.

- (ii) Amendment No. 2 of the Declaration shall be modified and amended by deleting Paragraph D of the Recitals and Paragraph 2 such that the provisions of Article VI "Architectural Control Committee" of the Declaration shall be applicable to the real property described as Parcels 4A, 5, 6, 7, 8, 9, 10, 11, 12, and 13, being Sublots 1, 38, 50, 54, 69, 70, 73, 76, 77, 83, 91 and 95 of the Rosefarm Allotment Subdivision, and Sublots 1, 2, 3, 5, 6, 7, and 16 in the Rosemont Subdivision all as more fully described on Exhibit A attached hereto.

IN WITNESS WHEREOF, the undersigned has executed this Amendment No. 5

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Page: 2 of 11
10/03/2001 03:33p
DE 52.00
FRANK WILLIAMS, SUMMIT CO AUDITOR

this 17 day of September, 2001.

Signed in the presence of:

[Signature]
(Witness No. 1 Signature)

David L. Finestone
(Witness No. 1 Print Name)

[Signature]
(Witness No. 2 Signature)

Jeffrey T. Witschey
(Witness No. 2 Print Name)

HERITAGE FIREPLACE EQUIPMENT
CO., INC.

By: [Signature]
Russell E. Kempel, its President

As to Paragraph 2.0 (ii) only:

ROSEFARM LIMITED PARTNERSHIP

By: Rosefarm Investment, Inc., its
General Partner

By: _____
Robert L. Stark, President

(Witness No. 1 Signature)

(Witness No. 1 Print Name)

(Witness No. 2 Signature)

(Witness No. 2 Print Name)

(Witness No. 1 Signature)

(Witness No. 1 Print Name)

(Witness No. 2 Signature)

(Witness No. 2 Print Name)

By: _____
Herbert Newman, Vice President

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10/03/2001 09:33P
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FRANK WILLIAMS, SUMMIT CO AUDITOR

this 17 day of September, 2001.

Signed in the presence of:

HERITAGE FIREPLACE EQUIPMENT CO., INC.

[Signature]
(Witness No. 1 Signature)

By: [Signature]
Russell E. Kemppel, its President

David L. Finckel
(Witness No. 1 Print Name)

[Signature]
(Witness No. 2 Signature)

Jeffrey T. Wischey
(Witness No. 2 Print Name)

As to Paragraph 2.0 (ii) only:

ROSEFARM LIMITED PARTNERSHIP

[Signature]
(Witness No. 1 Signature)

By: Rosefarm Investment, Inc., its General Partner

Mark R. Greenhall
(Witness No. 1 Print Name)

By: [Signature]
Robert L. Stark, President

(Witness No. 2 Signature)

(Witness No. 2 Print Name)

[Signature] + witness for Robert L. Stark
(Witness No. 1 Signature)

By: [Signature]
Herbert Newman, Vice President

Heather Paul
(Witness No. 1 Print Name)

(Witness No. 2 Signature)

(Witness No. 2 Print Name)

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DE 52.06
FRANK WILLIAMS, SUPPLY CD AUDITOR

ROSEFARM AT ROSEMONT
HOMEOWNERS ASSOCIATION, INC.

[Signature]
(Witness No. 1 Signature)

Jeffrey T. Witschey
(Witness No. 1 Print Name)

[Signature]
(Witness No. 2 Signature)

Frank J. Witschey
(Witness No. 2 Print Name)

By *[Signature]*
Karis Kay, its Trustee

STATE OF OHIO)
SUMMIT COUNTY)



BEFORE ME a notary public in and for said county and state, personally appeared the above-named Heritage Fireplace Equipment Co., Inc. by Russell E. Kempel, its President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as President of Heritage Fireplace Equipment Co., Inc.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Albion, Ohio this 12 day of September, 2001.

[Signature]
Notary Public
DAVID L. FRISTONE, Attorney-at-Law
Notary Public - State of Ohio
My Commission Expires on expiration date
Date: 1-17-03 P.C.

STATE OF OHIO)
CUYAHOGA)
SUMMIT COUNTY)

BEFORE ME a notary public in and for said county and state, personally appeared the above-named Rosefarm Investment, Inc. by Robert L. Stark, its President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as President of Rosefarm Investment, Inc.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Pepper Pike, Ohio this 28 day of September, 2001.

[Signature]
Notary Public
DAVID L. FRISTONE, Attorney At Law
Notary Public - State of Ohio
My Commission Expires on expiration date.
Date: 1-17-03 P.C.

ROSEFARM AT ROSEMONT
HOMEOWNERS ASSOCIATION, INC.

[Signature]
(Witness No. 1 Signature)

Jeffrey T. Witschey
(Witness No. 1 Print Name)

[Signature]
(Witness No. 2 Signature)

Frank J. Witschey
(Witness No. 2 Print Name)

By: *[Signature]*
Karla Kay, its Trustee

COUNTY OF SUMMIT
No. 685540
CERTIFICATE OF PARTNERSHIP

FILED 11-6-91 19
Recorded - Vol. Pg
OR 805 Pg 519
FRANK WILLIAMS
AUDITOR

STATE OF OHIO)
SUMMIT COUNTY)ss

[Signature]
County of Summit
Date 11-6-91 By *[Signature]*

BEFORE ME a notary public in and for said county and state, personally appeared the above-named Heritage Fireplace Equipment Co., Inc. by Russell E. Kemppel, its President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as President of Heritage Fireplace Equipment Co., Inc.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio this 12 day of September, 2001.

[Signature]
Notary Public

STATE OF OHIO)
SUMMIT COUNTY)ss

DAVID L. FIRESTONE, Attorney-At-Law
Notary Public - State of Ohio
My Commission has no expiration date
Sec. 147.03 R.C.

BEFORE ME a notary public in and for said county and state, personally appeared the above-named Rosefarm Investment, Inc. by Robert L. Stark, its President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as President of Rosefarm Investment, Inc.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio this _____ day of _____, 2001.

Notary Public

 54604422
Page: 6 of 11
10/03/2001 03:33P
0E 52.00
FRANK WILLIAMS, SUMMIT CO AUDITOR

this 17 day of September, 2001.

Signed in the presence of:

[Signature]
(Witness No. 1 Signature)

David L. Finckh
(Witness No. 1 Print Name)

[Signature]
(Witness No. 2 Signature)

Jeffrey T. Wischey
(Witness No. 2 Print Name)

HERITAGE FIREPLACE EQUIPMENT
CO., INC.

By: [Signature]
Russell E. Kemppel, its President

As to Paragraph 2.0 (ii) only:

ROSEFARM LIMITED PARTNERSHIP

By: Rosefarm Investment, Inc., its
General Partner

By: [Signature]
Robert L. Stark, President

(Witness No. 1 Signature)

(Witness No. 1 Print Name)

(Witness No. 2 Signature)

(Witness No. 2 Print Name)

Margaret Vance
(Witness No. 1 Signature)

Margaret Vance
(Witness No. 1 Print Name)

Kranel Linerode
(Witness No. 2 Signature)

Brandy Linerode
(Witness No. 2 Print Name)

By: [Signature]
Herbert Newman, Vice President

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DE \$2.00
FRANK WILLIAMS, SUMMIT CO AUDITOR

STATE OF OHIO)
)ss
SUMMIT COUNTY)

BEFORE ME a notary public in and for said county and state, personally appeared the above-named Rosefarm Investment, Inc. by Herbert Newman, its Vice President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as Vice President of Rosefarm Investment, Inc.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio this 25th day of September, 2001.

Margaret Vance
Notary Public

MARGARET VANCE, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires Sept. 7, 2006

STATE OF OHIO)
)ss
SUMMIT COUNTY)

BEFORE ME a notary public in and for said county and state, personally appeared the above-named Rosefarm at Rosemont Homeowners Association, Inc. by Karyl Kay, its Trustee, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed as Trustee of Rosefarm at Rosemont Homeowners Association, Inc.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio this 2d day of October, 2001.

W. T. Witschey
Notary Public

W. T. WITSCHEY, Notary Public
Notary Public - State of Ohio
My Commission Expires 09/07/06
Sic. 147.02 R.C.

til.rosefarm.agreement.amend-5 9/17/01 12:08 PM
JRG

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Page: 8 of 11
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FRANK WILLIAMS, SUMMIT CO AUDITOR

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FRANK WILLIAMS, SUMMIT CO AUDITOR

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06/16/1999 09:38A
GA 04.00
JAMES B MCCARTHY, SUMMIT CO AUDITOR

PARCEL 4 A:

Situated in the City of Fairlawn, County of Summit, State of Ohio and known as being Sublot 1 in the Rosefarm Allotment Phase 1, as recorded in Plat Cabinet K, Slides 449 to 451 of Summit County Records and containing 0.5072 acre of land.

PARCEL 3:

Situated in the City of Fairlawn, County of Summit, State of Ohio and known as being Sublot 38 in the Rosefarm Allotment Phase 1, as recorded in Plat Cabinet K, Slides 449 to 451 of Summit County Records and containing 0.5436 acre of land.

PARCEL 6:

Situated in the City of Fairlawn, County of Summit, State of Ohio and known as being Sublot 54 in the Rosefarm Allotment Phase 2, as recorded in Plat Cabinet L, Slides 483 and 484 of Summit County Records and containing 0.4226 acre of land.

PARCEL 7:

Situated in the City of Fairlawn, County of Summit, State of Ohio and known as being Sublot 69 in the Rosefarm Allotment Phase 2, as recorded in Plat Cabinet L, Slides 483 and 484 of Summit County Records and containing 0.5184 acre of land.

PARCEL 8:

Situated in the City of Fairlawn, County of Summit, State of Ohio and known as being Sublot 70 in the Rosefarm Allotment Phase 2, as recorded in Plat Cabinet L, Slides 483 and 484 of Summit County Records and containing 0.4967 acre of land.

PARCEL 9:

Situated in the City of Fairlawn, County of Summit, State of Ohio and known as being Sublot 73 in the Rosefarm Allotment Phase 2, as recorded in Plat Cabinet L, Slides 483 and 484 of Summit County Records and containing 0.6934 acre of land.

PARCEL 10:

Situated in the City of Fairlawn, County of Summit, State of Ohio and known as being Sublot 76 in the Rosefarm Allotment Phase 2, as recorded in Plat Cabinet L, Slides 483 and 484 of Summit County Records and containing 0.3728 acre of land.

File Number: A80466

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EX A

PARCEL 11


Situated in the City of Fairlawn, County of Summit, State of Ohio and known as being Sublots 50 and 77 in the Rosefarm Allotment Phase 2, as recorded in Plat Cabinet L, Slides 483 and 484 of Summit County Records and containing 0.3729 acre of land.

PARCEL 12

Situated in the City of Fairlawn, County of Summit, State of Ohio and known as being Sublots 91 and 95 in the Rosefarm Allotment Phase 3, as recorded in Plat Cabinet M, Slides 894 and 895 of Summit County Records and containing 0.5081 acre of land.

PARCEL 13

Situated in the City of Fairlawn, County of Summit, State of Ohio and known as being Sublot Nos. 1, 2, 3, 6 and 7 in the Rosemont Subdivision, as recorded in Plat Cabinet K, Slides 310 to 312 of Summit County Records.

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EA
JAMES B MCCARTHY, SUMMIT CO AUDITOR

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Page: 10 of 11
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DE
FRANK WILLIAMS, SUMMIT CO AUDITOR

File Number: AB0456



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**AMENDMENT NO. 6 TO THE DECLARATION OF COVENANTS, EASEMENTS
AND RESTRICTIONS FOR
ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION**

THIS AMENDMENT NO. 6 TO THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION ("Amendment No. 6") to amend the Declaration of Covenants, Easement and Restrictions for Rosefarm at Rosemont Homeowners Association (the "Declaration") is made this 9th day of November, 2006, by Heritage Fireplace Equipment Co., Inc., an Ohio corporation (the "Declarant"), and Rosefarm at Rosemont Homeowners' Association, an Ohio not-for-profit corporation (the "Association").

WHEREAS, the Declarant's predecessor's and the Association have previously placed on record the Declaration dated September 1, 1994, executed September 22, 1994, by the Rosefarm Limited Partnership and the Rosefarm at Rosemont Homeowners Association and filed for record with the Land Records of Summit County in Volume OR 1767, Pages 1255-1332 on September 26, 1994, as amended by Amendment No. 1, dated August 9, 1996, and filed for record on August 12, 1996, in Volume OR 2236, Page 1262 of the Summit County Land Records; Amendment No. 2, dated June 10, 1999, and filed for record on June 16, 1999, in Reception No. 54304828 of the Summit County Land Records; and Amendment No. 3 dated March 23, 2000, and filed for record on April 3, 2000 in Reception No. 54407507 of the Summit County Land Records; and Amendment No. 4 dated July 12, 2001 and filed for record on July 19, 2001 in Reception No. 54571956 of the Summit County Land Records; and Amendment No. 5 dated October 1, 2001 and filed for record on October 3, 2001 in Reception No. 54604422 of the Summit County Land Records.

WHEREAS, the Declarant is the successor of the original Declarant, Rosefarm Limited Partnership, pursuant to a document entitled "Designation of Successor Declarant" filed with the Summit County Recorder's office on June 16, 1999 in Reception No. 54304832 as to certain property within Rosefarm at Rosemont. The Declaration covers the properties;

WHEREAS, the Articles of Incorporation of Rosefarm at Rosemont Homeowners Association were amended to change the name of the Association to Rosemont Ridge Homeowners Association and the Declarant hereby desires to amend the Declaration consistent therewith;

WHEREAS, the Declarant desires to amend the Declaration and the By-Laws to the Association as set forth below with this Amendment No. 6.

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

1.0 **INCORPORATION OF RECITALS.** The above recitals are incorporated herein by this reference.

WITSCHY WITSCHY + FIRESTONE

ENV. 405 ROTHROCK RD SUITE 103
AKRON, OH. 44321-3125



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2.0 **AMENDMENT TO DECLARATION.** The following amendment(s) to the Declaration shall be made:

- (i) The By-Laws and the Declaration of Covenants, Easements and Restrictions for Rosefarm at Rosemont Homeowners Association shall be amended to reflect the name change filed with the Ohio Secretary of State. Hereinafter, all references to Rosefarm at Rosemont Homeowners Association shall be changed to Rosemont Ridge Homeowners Association.

IN WITNESS WHEREOF, the undersigned has executed this Amendment No. 6 this 9th day of November, 2006.

Signed in the presence of:

HERITAGE FIREPLACE EQUIPMENT CO., INC.

[Signature]
(Witness No. 1 Signature)

By: [Signature]
Karla Kay, its Vice-President

John Chaf
(Witness No. 1 Print Name)

[Signature]
(Witness No. 2 Signature)

Jeffrey T. Witschey
(Witness No. 2 Print Name)

ROSEFARM AT ROSEMONT HOMEOWNERS ASSOCIATION, INC.

[Signature]
(Witness No. 1 Signature)

By: [Signature]
Frank J. Witschey, its Trustee/Director

Jeffrey T. Witschey
(Witness No. 1 Print Name)

Michael Schindler
(Witness No. 2 Signature)

Michael Schindler
(Witness No. 2 Print Name)

This instrument was prepared by FRANK J. WITSCHHEY