

DECLARATION OF COVENANTS AND RESTRICTIONS

ABRAMS FARM COMMUNITY ASSOCIATION, INC.

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THIS DECLARATION, made this 27th day of September, 2000, by and between SUNRISE DEVELOPMENT CO., an Ohio corporation (hereinafter referred to as DECLARANT), and ABRAMS FARM COMMUNITY ASSOCIATION, INC., (hereinafter sometimes referred to as ASSOCIATION), each having an address of 50 Public Square, Suite 1250, Cleveland, Ohio 44113.

WITNESSETH: That

WHEREAS, Declarant is the owner of the real property described in Article II, Section 1 of this Declaration (hereinafter referred to as "DECLARATION") and desires to create thereon a residential community with permanent open spaces, water detention basins, signage, landscaping, and other common facilities; and to this end, desires to subject said real property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the common properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, there has been incorporated under the laws of the State of Ohio, as a non-profit corporation, ABRAMS FARM COMMUNITY ASSOCIATION, INC. (the "Association") for the purpose of exercising the functions aforesaid; and

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

NOW, THEREFORE, Declarant declares that the real property described in Article II, Section 1 (the "Properties") shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, and further specifies that this Declaration shall constitute covenants to run with the land and shall be binding upon Declarant, and its successors and assigns and all other owners of any part of said real property, together with their grantees, successors, heirs, executors, administrators or assigns.

ARTICLE I
DEFINITIONS

Section 1. The following words when used in this Declaration shall have the following meanings (unless the context shall prohibit):

(a) "Association" shall mean and refer to ABRAMS FARM COMMUNITY ASSOCIATION, INC.

(b) "City" shall mean and refer to the City of Twinsburg Ohio, a municipal corporation organized and existing under the laws of the State of Ohio. It is specifically agreed and acknowledged by all parties to this Declaration that the "City" is a third party beneficiary to these

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covenants and restrictions and has the authority to administer and enforce these covenants and restrictions as they relate to the Common Properties and facilities located thereon.

(c) "Properties" shall mean and refer to the real property described in Article II, Section 1 of this Declaration.

(d) "Common Properties" shall mean and refer to those areas of land in the Properties intended to be devoted to the common use of the members of the Association and shown in any record plat of the Properties.

(e) "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions and any supplements or amendments thereto.

(f) "Declarant" shall mean and refer to Sunrise Development Co.

(h) "Lot" shall mean and refer to any subdivision of land of the Properties with the exception of Common Properties.

(i) "Living Unit" shall mean and refer to any single family dwelling located on a Lot.

(j) "Proposed Living Unit" shall mean and refer to living units proposed but not yet constructed or units under construction.

(k) "Member" shall mean and refer to all who are members of the Association as provided in Article III, Section 1 of this Declaration.

(l) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, Living Unit or Proposed Living Unit situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

Section 1 - The Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Twinsburg, Ohio, and is described in Exhibit "A" attached hereto and made a part hereof and shown in Exhibit "B" attached hereto and made a part hereof. The Declarant, its successors and assigns, reserves the right to remove any part of the Properties by amendment hereto duly executed and recorded with the Recorder of Cuyahoga County without any action by the Association or its members.

Section 2 - Common Properties and Facilities. Common Properties and facilities shall be that part of the Properties subjected to use for open spaces, water detention basins, signage, landscaping, and other common facilities as shown in any record plat of the Properties.

Section 3 - Mergers. Upon any merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association. Alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by this Declaration within the Properties except as hereinafter provided.



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Section 4 - Additional Land. The Declarant, its successors and assigns, reserves the right, but not the obligation, to add all or any part of land adjacent to the Properties by amendment hereto duly executed and recorded with the Recorder of Summit County without any action by the Association or its members.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1 - Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, Living Unit or Proposed Living Unit shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2 - Voting Rights. The membership of the Association shall be divided into two classes entitled to the rights hereinafter set forth with respect to such classifications.

The Association shall have two classes of voting membership, namely Class A and Class B.

Class A. Class A members shall be all those Owners as defined in Article I, Subsection (I), with the exception of Declarant. Class A members shall be entitled to one vote for each Lot, Living Unit or Proposed Living Unit in which they hold the fee simple interest or interests. When more than one (1) person holds such interest or interests in any Lot, Living Unit or Proposed Living Unit, all such persons shall be members, and the vote for such Lot, Living Unit or Proposed Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot, Living Unit or Proposed Living Unit.

Class B. The Class B member shall be Declarant and shall be entitled to three votes for each Lot owned in the Properties, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class B membership equals or is less than the total votes outstanding in the Class A membership. Thereafter, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot in the Properties owned by it.

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

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1 - Members' Easement of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every Member or, instead of said Member, his tenant or lessee thereof who is in residence upon said Member's Lot shall have for himself, his immediate household and guests, as permitted by the rules and regulations, a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2 - Title to Common Properties; Duty to Maintain. Declarant may retain the legal title to the Common Properties or any portion thereof until such time as Declarant has completed improvements thereon and/or until such time as, in the opinion of Declarant, the Association is able to maintain the same, at which time the title shall be conveyed to the Association free and clear of all liens.



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Declarant shall have the duty to maintain the Common Properties and facilities located thereon until they are transferred to the Association as provided in the preceding paragraph. Thereafter, it shall be the duty of the Association to maintain the same. Maintenance shall include, but not be limited to, painting, repairing, replacing and maintaining all appurtenances, exterior and interior building surfaces, trees, shrubs, grass areas, driveways, walls, detention basins, and all other improvements located within the Common Properties. The City as a third party beneficiary, may, although under no obligation or duty to do so, compel the Association to fulfill the duty to maintain the Common Properties set forth in this Section 2.

Section 3 - Title to Entrance Features; Duty to Maintain: If Declarant, in its sole discretion, determines it is useful or necessary to install Entrance Features, Declarant shall obtain an easement for such purpose (the "Entrance Feature Easement") and shall install and maintain same. Upon conveyance of the Common Properties to the Association pursuant to Section 2 above, Declarant shall simultaneously assign the Entrance Features Easement to the Association and, thereafter, it shall be the duty of the Association to maintain the Entrance Features to the same extent it is required to maintain the Common Properties.

Section 4 - Extent of Members' Easements. The rights and easements of enjoyment created by this Article IV shall be subject to the following:

(a) The right of Declarant and the Association in accordance with its Articles of Incorporation and Code of Regulations, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said Common Properties. In the event of a default upon any such mortgage, the lender shall have a right, after taking possession of such Common Properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such Common Properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such Common Properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure; and

(c) The right of the Association in accordance with its Code of Regulations, to adopt and enforce uniform rules and regulations governing the use of the Common Properties, including the right to levy fines for violations of the rules and regulations, and to suspend the enjoyment rights of any Member or tenant or lessee thereof and his household and guests for non-payment of an assessment during any period which such assessment remains in default, or for any violation of such rules and regulations; and

(d) The right of the Association to pursue collection of interest and all legal fees incurred in connection with collection of delinquent assessments and fines levied for violation of the rules and regulations; and

(e) The right of the Association to pursue correction of violations of the rules and regulations in a court of law, including payment of reasonable legal fees so incurred; and

(f) The right of the Association to charge reasonable admission fees and other fees for the use of the Common Properties; and

(g) The right of Declarant or the Association, as the case may be, to limit the number of guests of Members in or upon the Common Properties or any buildings or facilities located thereon; and

(h) The right of the Association to dedicate or transfer all or any part of the Common Properties to any municipality or any public agency, authority or utility, for such purposes and subject to such conditions as may be determined at a meeting of the Members at



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which a quorum is present by the affirmative vote of two-thirds (2/3) of the Members present at such meeting or by proxy; and

(i) The City shall in no way be deemed to have waived any of its zoning, building, or other requirements of ordinances or general law, which requirements shall still be binding upon the Properties if they are more restrictive than the requirements set out within these covenants and restrictions.

Section 5 - Extension of Privileges. A Member's right of enjoyment in the Common Properties and the facilities located thereon shall extend automatically to all members of his immediate family and to all his tenants and all members of their immediate families residing on any portion of the Properties. No guests shall be entitled to such right of enjoyment except as provided in rules and regulations by the Association.

Subject to the rights set forth in Section 3 of this Article IV, Declarant, each Owner, the City and the Association shall have the non-exclusive right and easement in common to utilize the waterways, courses, storm sewers, drainage pipes and detention basins in, over and upon the Common Properties for the purposes of the drainage of surface waters on the Properties, said rights-of-way and easements being hereby established for said purposes. It shall be the obligation of the Association to properly maintain, repair, operate and control such drainage system existing on the Common Properties.

Declarant and (after transfer of title to the Common Properties) the Association shall have the right to grant easements for the installation and maintenance of sanitary sewers, storm sewers, drainage, and swales to the City of Twinsburg. No Owner shall in any way hinder or obstruct the operation and flow of the drainage system. No structures (including but not limited to sidewalks and driveways), plantings or other materials shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas or which may change, retard, or increase the flow of water through the respective easement areas. The easement areas and all improvements therein shall be maintained continuously by the Association unless those easement areas are accepted by the City of Twinsburg and which the City of Twinsburg has formally undertaken to maintain.

ARTICLE V COVENANT FOR ASSESSMENT

Section 1 - Creation of the Lien and Personal Obligation of Assessment. With the exception of Declarant, each Owner of any Lot, Living Unit or Proposed Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, shall be deemed to covenant and agree to pay the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together thereon and costs of collection thereof shall be a charge on the same and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and cost of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2 - Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the health, safety and welfare of the Members, the aesthetics of the community and in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, materials, equipment, management and



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supervision thereof; and enforcing this Declaration, including any amendments thereto, and the rules and regulations of the Association.

Section 3 - Basis and Maximum of Annual Assessments. The date of commencement of the annual assessment period shall be based upon the date which the Common Properties or any portion thereof is conveyed by Declarant to the Association. The assessment period shall be based on the calendar year. For the first calendar year or part thereof, the annual assessment shall be \$150.00 per Lot, Living Unit or Proposed Living Unit. The Board of Trustees of the Association shall establish a budget and set the assessments for each year thereafter. No assessments shall be levied against Lots, Living Units, or land within the Properties owned by Declarant.

The Board of Trustees of the Association shall have the right to increase the annual assessments in any year up to ten percent (10%) over the prior year's assessment. An increase of more than ten percent (10%) shall require approval of two-thirds (2/3) of the persons or proxies in attendance at a meeting held for such purposes.

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

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

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

Section 5 - Date of Commencement of Assessments. Subject to the provisions of Section 3 of this Article V, the annual assessments provided for therein shall commence on the date (which shall be the first day of a month) fixed by the Board of Trustees of the Association to be the date of commencement.

The first annual assessment shall be made for the calendar year or any part thereof and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall be made for the calendar year and shall become due and payable on the thirtieth day of January of said year.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution of the Association's Board of Trustees authorizing such assessments.

Section 6 - Duties of the Board of Trustees. The Board of Trustees of the Association shall fix the date of commencement and the amount of the assessment against each Lot, Living Unit or Proposed Living Unit for each assessment period at least thirty (30) days in advance of such date and shall, at that time, prepare a roster of the properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner who is liable therefore.



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The Association shall, upon demand and at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

Section 7 - Effect of Non-Payment of Assessment; Personal Obligation of the Owner; The Lien; Remedies of the Association. If any assessment is not paid on the date due (being the date specified in Section 5 hereof), then such assessment shall become delinquent, together with such interest thereon and cost of collection thereof as hereinafter provided.

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

The personal obligation of the delinquent Owner to pay such assessments shall remain his personal obligation and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

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

Section 8 - Subordination of the Lien to Primary Mortgagee. The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage, if any, placed upon the Properties; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 9 - Exempt Property. Portions of the Properties shall be exempted from the assessments and liens created herein: (a) to the extent of any easement or other interest dedicated to and accepted by the local public authority and devoted to public use; (b) to the extent exempted from taxation by the laws of the State of Ohio upon the terms and to the extent of such legal exemption; (c) to the extent Lots, Improved Lots or other lands are owned by Declarant.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1 - Architectural Control. No Living Unit, fence, sign, wall, or other structure shall be erected, placed, or altered within the Properties until the plans and specifications showing the nature, kind, shape, heights, materials, colors, and location of the same, and the topography, landscaping, lighting, signs, and mail drop facilities relating thereto have been submitted to Declarant for review and have been approved by Declarant in writing. Declarant's written approval of the plans and specifications must be obtained before the plans and specifications are submitted to the City of Twinsburg for approval and for building permits. The applicant shall pay all fees for architectural review. Responsibility for architectural review of plans and specifications for Living Units may be retained by the Declarant, if Declarant so desires, until



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all Living Units within the Properties have been constructed. Responsibility for architectural review of plans and specifications for fences, signs, walls, and other structures (and responsibility for architectural review of plans and specifications for Living Units if not retained by Declarant as provided above) shall transfer from Declarant to the Association at such time as, in the opinion of Declarant, the Association is able to perform this architectural review, whereupon the Board of Trustees of the Association is to establish an Architectural Review Committee comprising three (3) members. The Board of Trustees of the Association shall then establish rules and regulations by which the Architectural Review Committee shall conduct meetings.

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

ARTICLE VII GENERAL RESTRICTIONS

Section 1 - No external or outside antenna of any kind shall be maintained except that an antenna for normal television reception may be used not in excess of 35 feet in height above ground level, provided however that in the event a cable transmission system is available to Owners, said Owners must within 90 days after the availability of such a cable system discontinue the use of the external television antenna and remove the same from the exterior of any Living Unit or Lot.

Section 2 - No sign or other advertising device of any nature shall be placed upon any Lot except for signs placed by Declarant or by builders and developers and approved by Declarant promoting the development and providing information to Owners and prospective purchasers. "House For Sale" signs, one (1) per lot, may be permitted with the approval of the Board of Trustees of the Association.

Section 3 - No dwelling or Lot shall be used for other than residential purposes, except that this restriction shall not apply to dwellings used as model homes on Lots by Declarant, builders and developers and as administrative offices of the Association, and buildings owned by the Association and located on Common Properties.

Section 4 - No clothing or any other household fabric shall be hung outside of any dwelling.

Section 5 - No machinery shall be placed or operated upon any Lot except such machinery as is used in maintenance, construction, reconstruction or repair of a private residence.

Section 6 - Fences or walls of any kind may not be erected or permitted to remain on the Properties unless approved by the Architectural Review Committee or unless originally constructed by Declarant or with its written approval. No chain link fences are permitted on the Properties.

Section 7 - No dumping is permitted on any part of the Properties unless necessary for construction or improvements and authorized by Declarant or the Board of Trustees of the Association.



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Section 8 - Businesses of any kind may not be conducted on any part of residential portions of the Properties except as permitted in this Declaration. An occupant may use a portion of his residence for an office or studio, provided it does not become a nuisance to neighbors, nor become principally an office, school or studio as distinct from a residence. The Board of Trustees of the Association may adopt rules which further limit such use.

Section 9 - No automobile, truck, boat, recreational vehicle, airplane or vehicle of any kind, licensed or unlicensed, may be stored on any street or driveway in or upon the Properties except in the confine of garages or parking areas approved by the Board of Trustees of the Association. Only machinery customarily required for the maintenance of residences and conventional home and hobby machinery may be placed or operated on a Lot. This permitted machinery must be stored out of sight of adjoining residences, unless such machinery is necessary for use in construction, reconstruction or repair of any building or structure.

Section 10 - No discharge of guns, ammunition or explosives will be permitted. No fishing, hunting, trapping, or poisoning of wildlife is permitted, except for rodent control, or except upon prior written approval of the Board of Trustees of the Association.

Section 11 - No motorized vehicles (mini-bikes, motorcycles, mopeds, etc.) shall be permitted on the Common Properties.

Section 12 - Construction trailers utilized by builders and/or developers shall be placed as far off public and private rights-of-way and concealed from view as much as possible. Disturbed areas adjacent to public or private rights-of-way or the Common Properties shall be graded and seeded as soon as possible by the builder/developer. Every reasonable effort shall be made by the builder/developer to keep the sites clear of debris.

Section 13 - Satellite dishes under 39" in diameter shall be permitted for the transmission or reception of television or radio signals provided Owner obtains written permission from the Architectural Review Committee.

Section 14 - No above ground swimming pools are permitted on the Properties. Wading pools no more than two (2) feet in height, installed temporarily during the summer months, are permitted in rear yards.

Section 15 - No sheds or utility buildings are permitted on the Properties.

Section 16 - Each Owner must have landscaping installed and all yards seeded and lawns established within nine (9) months from the date an occupancy permit is issued to the Owner.

Section 17 - The Common Properties may not be altered in any way without the written approval of Declarant or Board of Trustees of the Association.

ARTICLE VIII GENERAL PROVISIONS

Section 1 - Duration. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any property subject to this Declaration, his respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the Owners has been recorded, agreeing to terminate said covenants and restrictions. Provided, however, that no such agreement to terminate shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.



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Section 2 - Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3 - Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4 - Binding Effect. Each grantee accepting a deed, lease or other instrument conveying any interest in a Lot, Living Unit or Proposed Living Unit whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by this Declaration.

Section 5 - Assignability. Declarant, its successors and assigns, notwithstanding any other provision herein to the contrary, shall at all times have the right to fully transfer, convey and assign all of its rights, title and interest under this Declaration, provided that such transferee, grantee or assignee shall take such rights subject to all obligations also contained herein.

When Declarant has transferred seventy five percent (75%) of the Properties to third party it shall transfer, convey and assign all of its obligations under this Declaration to the Association.

Section 6 - Amendments. The terms and conditions of this Declaration may be amended, annulled or waived by an instrument in writing recorded in the public records of Cuyahoga County, Ohio, in the following manner and subject to the following conditions:

(a) Until such time as Declarant, or Declarant's designated successors or assigns, has completed the sale of all the Properties, Declarant shall have the sole right and power of granting waivers to provisions of this Declaration and amending this Declaration provided no such amendment shall materially and adversely affect the value of existing dwellings or shall prevent a dwelling from being used by the Owner in the same manner that it was being used prior to the adoption of such amendment.

(b) After the sale or transfer of all of the Properties by Declarant, an amendment, annulment or waiver of any provision hereof shall have been approved at duly called and held meetings by not less than 66-2/3 percent of the membership present at meetings at which quorums were present in person or by proxy.

Section 7 - Special Amendment. Either Declarant or the Association shall have the right and power to authorize and record a special amendment ("Special Amendment") to this Declaration at any time and from time to time, which amends this Declaration to (a) correct clerical or typographical errors in this Declaration; (b) correct errors of omission or commission; or (c) as required to comply with requirements of any governmental agency or public, quasi-public or private entity, or to bring the Declaration in compliance with the applicable laws, statutes and ordinances. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant and to the Board of Trustees of the Association to make a Special Amendment on behalf of each Owner, as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, other evidence of obligation, or other instrument affecting the Properties and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to Declarant and to the Board of Trustees of the Association to vote in favor or make and record Special Amendments.



Section 8 - Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant and the Association have hereunto set their hands at Cleveland, Ohio the date and year first above written.

Signed and acknowledged in the presence of:

SUNRISE DEVELOPMENT CO.,
an Ohio corporation

Michelle Meredith
Michelle Meredith
Michelle Huff
Michelle Huff

By: Robert F. Monchein
Robert F. Monchein, Vice President

ABRAMS FARM
COMMUNITY ASSOCIATION, INC.

Michelle Meredith
Michelle Meredith
Michelle Huff
Michelle Huff

By: James P. Martynowski
James P. Martynowski, President

Michelle Meredith
Michelle Meredith
Michelle Huff
Michelle Huff

By: Michaelene Pilch
Michaelene Pilch, Secretary

STATE OF OHIO)
CUYAHOGA COUNTY)

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SS: JAMES B MCCARTHY SUMMIT CO AUDITOR

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named SUNRISE DEVELOPMENT CO., an Ohio corporation, by Robert F. Monchein, Vice President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 27th day of September, 2000.

Michelle Meredith
Notary Public
MICHELLE MEREDITH, Notary Public
STATE OF OHIO
My Commission Expires June 8, 2002
(Recorded in Cuyahoga County)

STATE OF OHIO)
) SS:
CUYAHOGA COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named ABRAMS FARM COMMUNITY ASSOCIATION, INC., by James P. Martynowski, its President, and Michaelene Pilch, its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed individually and as such officers, and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 27th day of September, 2000.

Michelle Meredith
Notary Public

MICHELLE MEREDITH, Notary Public
STATE OF OHIO
My Commission Expires June 8, 2002
(Recorded in Cuyahoga County)



JAMES B MCCARTHY SUMMIT CO AUDITOR

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This instrument prepared by:

Sunrise Development Co.
50 Public Square
Suite 1250
Cleveland, Ohio 44113

Exhibit A



DONALD G. BOHNING & ASSOCIATES, INC.

CIVIL ENGINEERING & SURVEYING

7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 642-1130

FAX • (216) 642-1132

Abram's Farm
DGB 3095-1

Revised October, 2000
September, 2000

LEGAL DESCRIPTION

Situated in the City of Twinsburg, County of Summit, and State of Ohio, and known as being Sublots 1 thru 22 inclusive, Block A, Darien Lane, Abrams Drive, Lister Lane, and part of Liberty Road as widened in the Abrams Farm Phase 1 Subdivision of part of Original Twinsburg Township Lots 19 & 23, Tract 2 as shown by the plat recorded as Reception Number 54412659* of Summit County Records, and bounded and described as follows:

*(as proposed)
**re-filed as Reception

Beginning at a nail found in the centerline of Liberty Road No. 54470793 at its intersection with the northerly line of a parcel of land conveyed to Sunrise Development Co. by deed recorded in Volume 2221, Page 1568 of the Official Records of Summit County;

Thence South 1 degree 22 minutes 42 seconds West along the centerline of Liberty Road, 742.56 feet to an iron monument found at an angle point, therein;

Thence South 2 degrees 02 minutes 12 seconds West along the centerline of Liberty Road, 370.73 feet to its intersection with the southerly line of said land conveyed to Sunrise Development Co.;

Thence North 88 degrees 48 minutes 04 seconds West along the southerly line of said land conveyed to Sunrise Development Co., 40.00 feet to its intersection with the westerly line of Liberty Road, as widened;

Thence North 2 degrees 02 minutes 12 seconds East along the westerly line of Liberty Road, 371.08 feet to an angle point, therein;



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Thence North 1 degree 22 minutes 42 seconds East along the westerly line of Liberty Road, 376.33 feet to a point of curvature;

Thence northwesterly along the curved turnout to Abrams Drive, being the arc of a curve deflecting to the left, 54.98 feet to a point of tangency, said arc having a radius of 35.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord which bears North 43 degrees 37 minutes 18 seconds West, 49.50 feet;

Thence North 88 degrees 37 minutes 18 seconds West along the southerly line of Abrams Drive, 10.04 feet to a point of curvature;

Thence westerly along the curved southerly line of Abrams Drive, being the arc of a curve deflecting to the right, 82.88 feet to a point of reverse curvature, said arc having a radius of 341.00 feet, a central angle of 13 degrees 55 minutes 33 seconds, and a chord which bears North 81 degrees 39 minutes 31 seconds West, 82.68 feet;

Thence westerly along the curved southerly line of Abrams Drive, being the arc of a curve deflecting to the left, 90.07 feet to a point of reverse curvature, said arc having a radius of 483.00 feet, a central angle of 10 degrees 41 minutes 06 seconds, and a chord which bears North 80 degrees 02 minutes 18 seconds West, 89.94 feet;

Thence westerly along the curved southerly line of Abrams Drive, being the arc of a curve deflecting to the right, 189.33 feet to a point of reverse curvature, said arc having a radius of 1530.00 feet, a central angle of 7 degrees 05 minutes 24 seconds, and a chord which bears North 81 degrees 50 minutes 09 seconds West, 189.21 feet;



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Thence westerly along the curved southerly line of Abrams Drive, being the arc of a curve deflecting to the left, 134.17 feet to its intersection with the easterly line of Sublot 22, said arc having a radius of 970.00 feet, a central angle of 7 degrees 55 minutes 30 seconds, and a chord which bears North 82 degrees 15 minutes 12 seconds West, 134.06 feet;

Thence South 1 degree 33 minutes 40 seconds West along the easterly line of Sublot 22, 190.03 feet to its intersection with the southerly line of said Sublot;

Thence South 86 degrees 45 minutes 13 seconds West along the southerly line of Sublots 22, 21, 20, 19, and 18, 432.41 feet to an angle point, therein;

Thence North 81 degrees 07 minutes 04 seconds West along the southerly line of Sublots 18 and 17, 204.73 feet to its intersection with the easterly line of Lister Lane;

Thence southerly along the curved easterly line of Lister Lane, being the arc of a curve deflecting to the right, 25.62 feet to its intersection with the southerly line of Lister Lane, said arc having a radius of 530.00 feet, a central angle of 2 degrees 46 minutes 11 seconds, and a chord which bears South 10 degrees 16 minutes 02 seconds West, 25.62 feet;

Thence North 78 degrees 20 minutes 53 seconds West along the southerly line of Lister Lane, 60.00 feet to the southeast corner of Sublot 16;

Thence North 81 degrees 54 minutes 11 seconds West along the southerly line of Sublots 16 and 15, 231.84 feet to its intersection with the easterly line of Sublot 13;

Thence South 22 degrees 15 minutes 23 seconds West along the easterly line of Sublot 13, 86.10 feet to its intersection with the southerly line of said Sublot;



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Thence North 69 degrees 38 minutes 14 seconds West along the southerly line of Sublot 13 and the southerly line of Darien Lane, 258.00 feet to the southeast corner of Sublot 12;

Thence North 88 degrees 26 minutes 20 seconds West along the southerly line of Sublot 12, 100.69 feet to its intersection with the westerly line of said Sublot;

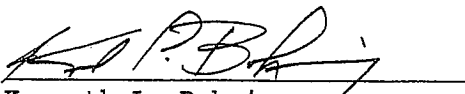
Thence North 4 degrees 57 minutes 33 seconds East along the westerly line of Sublot 12 and the westerly line of Abrams Drive, 261.10 feet to its intersection with the northerly line of Abrams Drive;

Thence easterly along the curved northerly line of Abrams Drive, being the arc of a curve deflecting to the right, 27.92 feet to its intersection with the westerly line of Sublot 11, said arc having a radius of 2030.00 feet, a central angle of 00 degrees 47 minutes 17 seconds, and a chord which bears South 84 degrees 38 minutes 49 seconds East, 27.92 feet;

Thence North 1 degree 33 minutes 40 seconds East along the westerly line of Sublot 11, 199.36 feet to its intersection with the northerly line of said Abrams Farm Subdivision;

Thence South 88 degrees 26 minutes 20 seconds East along the northerly line of said Abrams Farm Subdivision, 1835.54 feet to the place of beginning, and containing 18.9667 acres of land of which 4.5674 acres lie within the street right-of-ways, all as described by Donald G. Bohning & Associates, Inc. in September, 2000.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.


Kenneth L. Bohning
Registered Surveyor No. 6720



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