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**MODIFICATION OF
RESTRICTIONS, COVENANTS AND EASEMENTS
DEERFIELD WOODS SUBDIVISION 3**

NORTH EAST LAND CO., an Ohio corporation, as Declarant, executed and recorded that certain Declaration of Restrictions, Covenants and Easements pertaining to Deerfield Woods Subdivision 3 (the "Declaration"), which Declaration was recorded in Volume 15039, Page 339 of Cuyahoga County Records.

The Deerfield Woods Association, an Ohio not for profit corporation, has succeeded to the interest of North East Land Co. as Declarant, in connection with Deerfield Woods Subdivision 3.

The Deerfield Woods Association now desires to modify and amend the Declaration pursuant to the authority granted to it under the aforesaid Declaration.

NOW, THEREFORE, Article VI of the Declaration is amended by adding thereto the following new sections or substituting the following sections for existing sections:

Section 2. Architectural Control.

Section 2 of Article V of the Declaration is deleted in its entirety and there is hereby substituted therefor the following new Section 2:

No building, fence, wall or other structure, including, without limitation, any structure used for the receipt or transmission of radio or television signals except a television antennae of the type customarily used in residential areas in the immediate vicinity shall be commenced, erected or maintained upon any Lot or Living Unit except by the Developer, or its authorized builder, building company, or other person, firm or entity, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials and location of the same have been submitted to and approved in writing as to harmony or external design and relocation in relation to surrounding structures and topography by the Board of Trustees of the Association, or by an architectural committee composed of three or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

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Section 15. Nuisances.

In addition to, and not in lieu of the existing Section 6 of Article VI, there is hereby added the following:

No noxious or offensive activity shall be carried on upon any Lot or Living Unit nor upon the Common Properties nor shall anything be done thereon or therein, either willfully or negligently which may be or become an annoyance or nuisance to the neighborhood.

Section 16. Motor Vehicles.

No motorcycles, motorbikes, minibikes, snowmobiles, or any other motorized vehicles, with the exception of those vehicles necessary and incident to authorized repair, maintenance or construction, shall be permitted on any part of the Common Properties.

Section 17. Temporary Structures.

No temporary buildings or structures (including, without limitation, tents, shacks, and storage sheds) shall be erected or placed upon any Lot or Living Unit without the prior approval of the Board of Trustees of the Association. No such temporary building or structure nor any trailer, basement, tent, shack, garage, barn or other building shall be used on any Lot or Living Unit at any time as a residence either temporarily or permanently. Nothing herein contained shall prohibit the erection and maintenance of temporary structures as approved by the Developer incident to the development and construction of the Properties.

Section 18. Garage and Parking Facilities.

Every single-family residence either detached or attached shall include or have provided for it, on the Lot or Living Unit on which it is located, a garage sufficient to store at least one full-size automobile, and an accessory paved driveway; and no such garage shall be converted by alteration or use so as to diminish its area below that required for such purpose unless in conjunction with such conversion a garage with equivalent space is provided and approved under the provisions of Section 14 of this Article VI. No travel trailer shall be stored on any Cluster Housing Properties, Lot or Living Unit except in a garage attached to a Lot or Living Unit.

Section 19. Signs.

In addition to, and not in lieu of Section 6 of Article VI, there is hereby added the following:

No signs of any kind shall be displayed to the public view on any Lot or Living Unit except one sign of not more than five (5) square feet advertising the Property for sale or rent, or signs

used by the Developer to advertise the Property during the construction and sales periods.

Section 20. Oil and Mining Operations.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or Living Unit nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or Living Unit. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or Living Unit.

Section 21. Livestock and Poultry.

No animals or birds of any kind shall be raised, bred or kept on any Lot or Living Unit except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes nor permitted to cause or create a nuisance or disturbance.

Section 22. Garbage and Refuse Disposal.

No Owner or Occupant of any Lot or Living Unit shall deposit or leave garbage, waste, putrid substances, junk or other waste materials on any Lot, Living Unit or on any other part of the Common Properties or on any public street or other public property or in any lake, pond or water course nor permit any other person to deposit any of such materials on any property owned by, or in the possession of, such Owner or Occupant. An Owner or Occupant of any Lot or Living Unit may keep such garbage and refuse as shall necessarily accumulate from the last garbage and rubbish collection provided any such garbage is kept in sanitary containers which shall be subject to regulation by the Association, which containers and refuse, except on the day scheduled for garbage and rubbish collection, shall be kept from public view.

As used in this Section 22, "waste material" shall mean any material which have been discarded or abandoned or any material no longer in use; and without limiting the generality of the foregoing, shall include junk, waste boxes, cartons, plastic or wood scraps or shavings, waste paper and paper products and other combustible materials or substances no longer in use, or if unused, those discharged or abandoned; metal or ceramic scraps or pieces of all types, glass or other non-combustible materials or substances no longer in use, or if unused, those discarded or abandoned; and machinery, appliances or equipment or parts thereof no longer in use, or if unused, those discharged or abandoned.

As used in this Section 22, "junk" shall mean abandoned, inoperable, partially dismantled or wrecked vehicles of any kind, whether motor vehicle, automobile, motorcycle, emergency vehicle, school bus, bicycle, commercial tractor, agricultural tractor, house trailer, truck, bus, trailer, semitrailer, pole trailer,

railroad train, railroad car, street car or trackless trolley, aircraft, lighter-than-air-craft, watercraft or any other form of device for the transportation of persons or property; and without limiting the generality of the foregoing, with respect to any automobile or other transportation device of any kind the operation of which requires issuance of a license by the United States Government or any agency thereof or by the State of Ohio or any agency or political subdivision thereof, any such automobile or other transportation device shall be deemed to be junk unless a current valid license has been issued for the operation of such automobile or other transportation device and (if required by law) is displayed upon such automobile or other transportation device.

Section 23. Sight Distance at Intersections.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot or Living Unit within the triangular area formed by the street property lines and a line connecting them at points fifteen (15) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot or Living Unit within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 24. Land Near Parks and Water Courses.

No building shall be placed nor shall any material or refuse be placed or stored on any Lot or Living Unit within twenty (20) feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

Section 25. Land Use.

In addition to, and not in lieu of Section 1 of Article VI, there is hereby added the following:

No industry, business, trade, occupation or profession of any kind whether for commercial, religious, educational, charitable, or other purposes shall be conducted, maintained or permitted on any Lot or in any Living Unit except such as may be permitted by the Association, and except that

(a) The Developer may perform or cause to be performed such work and conduct such activities as are incident to the completion of the development and construction of the Properties, and to the sale or lease of Lots or Living Units, including but not limited to the maintaining of model houses, and sales offices by the Developer. Nothing herein contained

shall restrict the right of the Developer to delegate or assign its rights hereunder to an authorized builder, building company or other person, firm or entity.

(b) An Owner, the Association, or a Condominium Association, or its agent or representative may perform or cause to be performed any maintenance, repair or remodeling work with respect to any Lot, Living Unit, Common Property, or Association Property.

Section 26. Maintenance of Easement Areas.

In addition to, and not in lieu of Section 3 of Article VI, there is hereby added the following:

The Developer has created and granted easements for the installation and maintenance of sanitary sewers, storm sewers, drainage, and swales to the City of Strongsville.

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 Strongsville and which the City of Strongsville has formally undertaken to maintain. The City of Strongsville shall have the right to enter upon and across each lot at any place that the City deems necessary in order to install or maintain, or to perform any other function or operation in accordance with such easement.

Section 27. Developer's Duty to Maintain Common Property and Storm Sewers and Swales.

The Developer shall have the duty to maintain all common properties, storm sewers, and swales until such time as all improvements are installed, completed, paid for in full, and turned over to the Homeowner's Association.

Maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for all appurtenances, exterior and interior building surfaces, trees, shrubs, grass areas, driveways, walls, concrete, and other improvements in and/or on the Common Property, storm sewers, and swales.

Section 28. Association's Duty to Maintain Common Property and Storm Sewers and Swales.

The Association shall have the same duty to maintain all Common Property, storm sewers, and swales as does the Developer, as

set out in Section 27 of this Article, after title has been conveyed to the Association.

Section 29. City's Rights and Authority to Compel Maintenance of Common Property, Storm Sewers and Swales.

The City, as a Third Party beneficiary, may -- although under no obligation or duty to do so -- compel compliance with Sections 27 and 28 of this Article as the City deems necessary by court action or any other means.

Section 30. Correction by Association of Breach of Covenant.

If the Board of Trustees of the Association, after giving reasonable notice to the Owner of the Lot, Living Unit or Unit Cluster Parcel involved and reasonable opportunity for such Owner to be heard, determines by the affirmative vote of three-fourths (3/4) of the authorized number of Trustees that a breach of any protective covenant has occurred and that it is necessary in order to prevent material deterioration of neighborhood property values that the Association correct such breach, then after giving such Owner notice of such determination by certified mail, the Association, through its duly authorized agents or employees, shall enter upon the Lot, Living Unit or Unit Cluster Parcel involved and correct such breach of covenant by reasonable means. The cost of such correction of a breach of covenant shall be assessed against the Lot, Living Unit or Unit Cluster Parcel upon which such corrective work is done, and shall become a lien upon such Lot, Living Unit or Unit Cluster Parcel and the obligation of the Owner thereof, and immediately due and payable, in all respects as provided in Article V hereof.

Any Owner of a Lot, Living Unit or Unit Cluster Parcel affected by such a determination of the Trustees to correct a breach of covenant pursuant to this Section 30 may, within ten (10) days after the date of the mailing of the certified mail notice of such determination, appeal such determination to the membership by sending a Notice of Appeal to the President or Secretary of the Association by registered or certified mail at the address of such officer as it appears on the records of the Association at the time of such mailing. No action shall be taken or authorized by the Association pursuant to any such determination until after ten (10) days have elapsed from the date the certified mail notice to the Owner involved was mailed, and, if Notice of Appeal has not been received by the President or Secretary (or other officer in the absence of the President or Secretary) within such ten (10) day period, then the Association may take or authorize the taking of action pursuant to such determination; but if within such period such Notice of Appeal has been received, or if after such period but before the taking of such action a Notice of Appeal is received which has been mailed within such ten (10) day period, then no action shall be taken pursuant to such determination until such determination has been confirmed at a meeting of the Members by the affirmative vote of Members entitled to exercise a majority of the

voting power of the Association, and if there be more than one class of membership, then by the affirmative vote of Members entitled to exercise a majority of the voting power of each class of membership, provided that written notice shall be given to all members at least thirty (30) days in advance of the date of such meeting, stating that such determination and Notice of Appeal will be considered at such meeting.

Except as hereinafter provided, the aforesaid Declaration shall continue in full force and effect, without modification.

This Modification has been executed this 21st day of February, 1992 by the Deerfield Woods Association.

Witnessed by:

DEERFIELD WOODS ASSOCIATION

Catherine J. Shugars
Richard A. Puzzone

By Richard A. Puzzone
ITS TRUSTEE

STATE OF OHIO)
COUNTY OF CUYAHOGA) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named DEERFIELD WOODS ASSOCIATION, an Ohio not-for-profit corporation, by RICHARD A. PUZZONE its TRUSTEE, who acknowledged to me that he did sign the foregoing instrument and that the same is his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 21 day of February, 1992, at Morgantown, Ohio.

Catherine J. Shugars
NOTARY PUBLIC

CATHERINE J. SHUGARS
Notary Public - State of Ohio
My Commission Expires June 16, 1996

RECORDED THIS DATE
FRANK RUSCO
CUYAHOGA C.T.L. RECORDER
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