

COVENANTS AND RESTRICTIONS FOR THE LEDGEWOOD SUBDIVISIONS

ARTICLE I

DEFINITIONS

Section 1. The following words when used in these Covenants and Restrictions (unless the context shall prohibit) shall have the following meanings:

- (a) “Association” shall mean and refer to The LedgeWood Association, an Ohio corporation not for profit, formed for the purpose of maintaining and administering the Common Properties in The LedgeWood Subdivisions, providing services of general benefit to the owners of premises within The LedgeWood Subdivisions, administering and enforcing these Covenants and Restrictions, collecting and disbursing the assessments, and exercising other functions hereinafter provided for.
- (b) “The LedgeWood Subdivisions” shall mean and refer to the property described in Article II, and any additions made thereto in accordance with Article II.
- (c) “Common Properties” shall mean and refer to those areas of land designated as “LedgeWood Park Area” or “Common Property” on any recorded subdivision plat of The LedgeWood Subdivisions and intended to be devoted to the common use and enjoyment of all the owners of premises within The LedgeWood Subdivisions, but shall not mean or refer to any areas of land designated on any recorded subdivision plat as “Neighborhood Association Property” or “Condominium Property.”
- (d) “Developer” shall mean and refer to “Woodlawn Estates, Inc. and its successors and assigns.
- (e) “Neighborhood Association” shall mean and refer to a non-profit corporation formed for the purpose of regulation and maintenance of “Neighborhood Association Property” or “Condominium Property” and when so empowered by the Articles of Incorporation of such Neighborhood Association, to provide exterior maintenance upon any Lot or Living Unit owned by or occupied by Members of such Association.
- (f) “Living Unit” shall mean and refer to any building, or any portion of a building, or any unit of Condominium Property, situated within The LedgeWood Subdivisions, designed and intended for use and occupancy as a residence by a single family.

- (g) “Lot” shall mean and refer to any subplot shown upon any recorded subdivision plat of The Ledgewood Subdivisions.
- (h) “Multifamily Structure” shall mean and refer to any building containing two or more Living Units under one roof except when each such Living Unit is situated upon its own individual Lot.
- (I) “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated within The Ledgewood Subdivisions, at any time during the term of these Covenants and Restrictions but shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (j) “Member” shall mean and refer to all those Owners who are Members of the Association as provided in Article III, Section 1, hereof.

ARTICLE II

PROPERTY SUBJECT TO COVENANTS AND RESTRICTIONS: ADDITIONS

Section 1. Existing Property. The property comprising The Ledgewood Subdivisions, all of which is, and shall be, held, transferred, sold, conveyed, and occupied subject to these Covenants and Restrictions is located in the City of Strongsville, Ohio; shall hereinafter in this Article II be referred to as “Existing Property” and is more particularly described as follows:

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio:

And known as being part of Original Strongsville Township lots Nos. 34, 35, 46, 47, 48 and 54 and bounded and described as follows:

Beginning on the center line of Pearl Road (formerly Wooster Pike) at a Northwesterly corner of a parcel of land conveyed to Elsie M. Friend by deed dated October 16, 1917 and recorded in Volume 1974, Page 300 of Cuyahoga County Records; thence North 86 degrees-52’-39” East along a Northerly line of land so conveyed to Elsie M. Friend 1000 feet to the place of beginning; thence North 9 degrees-2’-36” West 998.64 feet to a point; thence North 2 degrees-42’-14” East 356.54 feet to a point in the Southerly line of a parcel of land conveyed to The Board of Park Commissioners of the Cleveland Metropolitan Park District by deed dated April 4, 1934 and recorded in Volume 4345, Page 537 of Cuyahoga County Records; thence along the Southerly line of land so conveyed to The Board of Park Commissioners of the Cleveland Metropolitan Park District the following courses and distances: South 80 degrees-48’-53” East 146.76 feet; South 86 degrees-03’-55” East 189.45 feet; South 70 degrees-19’-17” East 135.65 feet; South 81 degrees-18’-19” East 286.56 feet; North 89 degrees-18’-25” East 248.02 feet; North 70 degrees-37’-13” East 210.95 feet; North 80

degrees-41'-53" East 117.55 feet; North 63 degrees-43'-33" East 88.10 feet; North 81 degrees-39'-03" East 156.05 feet; North 60 degrees-56'-38" East 237.49 feet; North 80 degrees-06'-06" East 302.50 feet; North 88 degrees-02"-51" East 176.10 feet; North 81 degrees-57"-56" East 190.74 feet; to a point in a Westerly line of land conveyed to Elsie M. Friend as aforesaid; thence along the Southerly line of a parcel of land conveyed to The Board of Park Commissioners of the Cleveland Metropolitan Park District by deed dated November 5, 1931 and recorded in Volume 4206, Page 508 of Cuyahoga County Records the following course and distances: South 79 degrees-03'-39" East 91.80 feet; South 87 degrees-30'-19" East 482.46 feet; South 63 degrees-43'-51" East 131.59 feet; South 80 degrees-06'-33" East 241.77 feet; to the Easterly line of Original Lot No. 48; thence South 01 degrees-03'-52" East along the Easterly line of Original Lot No. 48, 40 feet to a stone at the Northeasterly corner of Original Lot No. 47; thence North 89 degrees-17'-17" East along the Northerly line of Original Lot No. 34, 140 feet; thence South 50 degrees-50'-18" East 79.98 feet; thence South 21 degrees-03'-23" East 80.41 feet; thence South 0 degrees-52'-27" East 359.05 feet; thence South 23 degrees-56'-27" East 282.47 feet; thence South 03 degrees-10'-48" East 228.37 feet; thence South 22 degrees-05'-15" West 314.94 feet, thence South 10 degrees 12'-29" West 426.64 feet; thence South 06 degrees-23'-34" East 186.19 feet; thence South 22 degrees-47'-56" East 285.46 feet; thence South 51 degrees-54'-01" East 319.86 feet; thence South 83 degrees-45'-13" East 214.24 feet; thence South 11 degrees-00'-02" West 283.49 feet to the Southerly line of said Original Lot No. 34; thence North 89 degrees-03'-49" East along the Northerly line of Original; Lot No. 35, 179.54 feet; thence South 0 degrees-18'-41" East along the Easterly line of land conveyed to Olga M. Montgomery by deed dated June 1, 1950 and recorded in Volume 7017, Page 268 of Cuyahoga County Records and parallel with the Westerly line of Original Lot No. 35, 1184.69 feet; thence South 89 degrees-41'-19" West 775.12 feet; thence South 89 degrees-39'-44" West 510.64 feet; thence South 19 degrees-23'-09" West, 256.59 feet; thence South 78 degrees 32'-49" West 476.15 feet; thence North 29 degrees-25'-41" West 91.70 feet; thence North 12 degrees-26'-29" East 117.89 feet; thence North 47 degrees-43'-41" West 118.18 feet; thence North 16 degrees-01'-41" West 173.02 feet; thence North 35 degrees-45'-19" East 114.11 feet; thence North 56 degrees-34'-19" East 135.94 feet; thence North 12 degrees-04'-19" East 59.33 feet to the Southerly line of land conveyed to Lucius Smith by deed dated April 20, 1866 and recorded in Volume 141, Page 31 of Cuyahoga County Records; thence North 85 degrees-23'-09" East along the Southerly line of land of said Lucius Smith, 885.52 feet to the Westerly line of said Original Lot No. 35; thence North 0 degrees-18'-41" West along the Westerly line of said Original Lot No. 35 775.89 feet to the Southeasterly corner of Original Lot No. 47, thence south 87 degrees-56'-33" West along the Southerly line of said original lot No. 47, 1310.36 feet to the Southeasterly corner of Frank K. Wick, Incorporated Village Estates Subdivision as recorded in Volume 161 of Maps, Page 7 of Cuyahoga County Records; thence North 08 degrees-01'-22" West along the Easterly line of said Subdivision 330 feet to the Northeasterly corner of said Subdivision; thence South 87 degrees-42'-05" West along the Northerly line of said Subdivision 121.91 feet to the Southeasterly corner of Parcel No. 2 conveyed to Sam Costa and Sally Costa by deed dated January 14, 1961 and recorded in Volume 10123, Page 657 of Cuyahoga County Records; thence North 04 degrees-09'-59" West along the Easterly line of said Sam Costa and Sally Costa's land

and the Easterly line of Bonnie Lane 300.83 feet to a point on the Southerly line of land conveyed to Boyd L. Hudson and Mary P. Hudson by deed dated August 31, 1964 and recorded in Volume 11349, Page 477 of Cuyahoga County Records; thence North 85 degrees-50'-01" East along the Southerly line of land of said Boyd L. Hudson and Mary P. Hudson's land 20 feet to the Southeasterly corner of said land; thence North 04 degrees-09'-59" West along the Easterly line of said land 200 feet to the Northeasterly corner of said land; thence South 85 degrees-50'-01" West along the Northerly line of Bonnie Park Subdivision as recorded in Volume 170 of Maps, Page 16 of Cuyahoga County Records, 1654.885 feet; thence North 3 degrees-07'-21" West 577.89 feet; thence North 9 degrees-02'-36" West, 15.08 feet to the place of beginning, be the same more or less but subject to all legal highways.

Section 2. Additions to Existing Property.

- (a) Additional real property may, upon approval by the Association in accordance with its Articles of Incorporation, become subject to these Covenants & Restrictions provided that any such proposed addition is adjacent to the Existing Property (or to any property added thereto in accordance with this Article II). Property abutting or located across a street or highway from any portion of the Existing Property, or added property, or located within one hundred (100) feet from any portion of the Existing Property, or added property, shall be considered to be adjacent to it.
- (b) Any such addition shall be made by filing of record a deed, agreement or other instrument in form approved by the Association which shall extend the scheme of these Covenants and Restrictions to such additional property.

Such instrument may contain such complementary additions and modifications of these Covenants and Restrictions as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the scheme of these Covenants and Restrictions. In no event, however, shall such instrument revoke, modify or add to the Covenants and Restrictions established by this deed within the Existing Property, nor shall such instrument provide for assessment of the added property at a lower rate than that applicable to the Existing Property.

- (c) Upon merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, 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; any such transfer or addition of real property shall be evidenced of record by a deed

with appropriate recitals. 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 deed within the Existing Property except as hereinafter provided.

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 simple interest in any Lot or Living Unit shall automatically be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the payment of money or performance of an obligation shall not be a Member. When more than one person holds such interest or interests in any Lot or Living Unit all such persons shall be Members, but for quorum, voting, consenting and all other rights of Members such persons shall collectively be counted as a single Member, and entitled to one vote for each such Lot or Living Unit, which vote for such Lot or Living Unit shall be exercised as they among themselves determine; each such Member shall be jointly and severally liable for the payment of the assessments hereinafter provided with respect to such Lot or Living Unit.

Section 2. **VOTING RIGHTS.** The Association shall (until December 31, 1970 and thereafter until the occurrence of an event specified below) have two classes of voting membership.

CLASS A. Class A Members shall be all Members with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot or Living Unit owned by them.

CLASS B. The Class B Member shall be the Developer. The Class B Member shall be entitled to three votes for each Lot or Living Unit owned by it, provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) When (but not before December 31, 1970) the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership as computed upon the basis set forth above; or
- (b) On December 31, 1974.

From and after the happening of the earlier of these events, the Class B Member shall be deemed to be a Class A Member and entitled to one vote for each Lot or Living Unit owned by it.

For purposes of determining the votes allowed under this Section, when a Lot is occupied by a Living Unit or Living Units, only such Living Unit or Living Units shall be counted and the Lot shall not be counted.

Section 3. ARTICLES AND REGULATIONS OF ASSOCIATION. The Articles of Incorporation, and Regulations, of the Association may contain any provisions, not in conflict with these Covenants and Restrictions, as are permitted to be set forth in such Articles and Regulations by the Non-Profit Corporation Law of Ohio as from time to time in effect.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. MEMBERS EASEMENTS OF ENJOYMENT. Subject to the provisions of Section 3 of this Article IV, every Member shall have a right (for himself his immediate household and guests; 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 of Living Unit.

Section 2. TITLE TO COMMON PROPERTIES. The Developer may retain the legal title to the Common Properties until such time as it has completed any improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants, for itself, its successor and assigns, that it shall convey the Common Properties to the Association not later than December 31, 1974.

Section 3. EXTENT OF MEMBERS' EASEMENTS. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Developer and of the Association in accordance with its Articles and Regulations, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such 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 properties to a wider public until the mortgage debt is satisfied whereupon the possession of such 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 Articles and Regulations, to adopt uniform rules and regulations governing the use of the Common Properties, and to suspend the enjoyment rights of

any Member and his household and guests for any period during which any assessment remains unpaid, and for any infraction of such rules and regulations; and

- (d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties, and
- (e) The right of the Association to issue annual permits to non-Members for the use of all or a part of the Common Properties, when and upon such terms as may be determined from time to time at a meeting of the Members by the affirmative vote of Members entitled to exercise two thirds (2/3) of the voting power of the Association; and
- (f) 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 by the affirmative vote of Members entitled to exercise two-thirds (2/3) 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 two-thirds (2/3) of the voting power of each class of membership, provided that written notice shall be given to each Member at least thirty (30) days in advance of the date of such meeting, stating that such a dedication or transfer will be considered at such meeting.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Developer for each Living Unit owned by it and leased or rented to another person hereby covenants and agrees and each other Owner of any Lot or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association, and each such Living Unit owned by the Developer and leased or rented to another person, and each such Lot or Living Unit owned by any other Owner, shall be subject to a lien in favor of the Association securing (1) an annual assessment for the continued operation, maintenance and repair of the Common Properties and for the Association's performance of its other functions and responsibilities; and (2) special assessments for improvements or other capital expenditures, including the acquisition of additional property for use as Common Properties, for emergency, operating, maintenance or repair costs, and for other costs and expenses not anticipated in determining the applicable annual assessment. Each assessment shall be in the same amount for each Lot or Living Unit. When a Lot is occupied by a Living Unit or Living Units, only such Living Unit or Living Units shall be counted for determining the amount of assessment payable, and the Lot shall not be counted. All annual and special assessments, together with interest thereon as hereinafter provided, shall be a charge

upon such Lots and Living Units and if not paid within thirty (30) days after their due date the Association shall have a lien upon the Lot and Living Unit for which such assessment has not been paid, and upon the ownership interest of the Owner of such Lot and Living Unit.

Section 2. ANNUAL ASSESSMENTS. The annual assessment shall be levied annually by the Trustees, prior to the date of the annual meeting of the Members, in such amount as in their discretion shall be reasonably necessary to meet expenses anticipated during the ensuing year and to accumulate reasonable reserves for anticipated future operating or capital expenditures. At the annual meeting of the Members the amount of the annual assessment as levied by the Trustees may be increased or decreased by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association. In no event, however, shall the annual assessment for years beginning prior to January 1, 1971 exceed Ninety Dollars (\$90.00) per Lot or Living Unit.

Section 3. SPECIAL ASSESSMENTS. Special assessments may be levied by the Association from time to time 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 each Member at least thirty (30) days in advance of the date of such meeting stating that a special assessment will be considered at and discussed at such meeting. Special assessments may, if so stated in the Resolution authorizing such assessment, be payable in installments over a period of years.

Section 4. DUE DATES OF ASSESSMENTS: DEFAULTS. The due date of the annual assessment shall be January 1 in each year. The due date of any special assessment or installment thereof shall be fixed in the Resolution of the Members authorizing such assessment, and written notice of such special assessment or installment thereof shall be given to each Owner subject thereto at least sixty (60) days in advance of such due date.

If an annual or special assessment, or installment of a 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 rate of Eight Per Cent (8%) per annum, 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 (additionally or alternatively) may foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessment or installment amount as above provided, together with the costs of the action.

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

Section 5. STATEMENT OF UNPAID ASSESSMENTS OR CHARGES. Any prospective grantee or mortgagee of a fee or undivided fee interest in a Lot or Living Unit in The Ledgewood Subdivisions may rely upon a written statement from the President, Vice President or Treasurer of the Association setting forth the amount of unpaid assessments or charges with respect to such fee or undivided fee interest. In the case of a sale of any such interest, no grantee shall be liable for, nor shall the interest purchased be subject to a lien for, any unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement; nor shall the membership privileges of such grantee (or his household or guests) be suspended by reason of any such unpaid assessment. In the case of the creation of any mortgage, any lien of the Association for unpaid assessments which became due prior to the date of such statement and which are not set forth in such statement shall be subordinate to such mortgage.

Section 6. EXEMPT PROPERTY. The following property shall be exempted from the assessments and lien created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) The Common Properties as defined in Article I, Section 1 hereof;
- (c) All properties exempted from taxation by the laws of the State of Ohio, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no Lot or Living Unit devoted to dwelling use shall be exempt from said assessments or liens.

ARTICLE VI

PROTECTIVE COVENANTS

Section 1. LAND USE. 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, except that

- (a) The Developer may perform or cause to be performed such work as is incident to the completion of the development of The Ledgewood Subdivisions or to the sale or lease of units owned by the Developer;
- (b) An Owner or a Neighborhood Association, or 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 Neighborhood Association Property.

Section 2. ARCHITECTURAL CONTROL. No building, fence, wall or other structure shall be erected, placed or altered within The LedgeWood Subdivisions, except by the Developer, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Trustees of the Association, or by an architectural committee composed of three (3) 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, approval will not be required and this Article will be deemed to have been fully complied with.

Section 3. RE-SUBDIVISION. No Lot as shown on any recorded subdivision plat of The LedgeWood Subdivisions shall be further subdivided without the approval of the Board of Trustees of the Association by the affirmative vote of a majority of the authorized number of Trustees at a meeting held after not less than thirty (30) days' notice of such meeting and the purpose thereof has been given to the Trustees and to the Owners of all Lots contiguous to the Lot proposed to be so re-subdivided.

Section 4. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved in favor of the Developer until December 31, 1974, and thereafter in favor of the Association, over the rear ten (10) feet of each Lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels, or which may obstruct or retard the flow of water through drainage channels. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements therein for which a public authority or public utility is responsible. The Developer, until December 31, 1974, and thereafter the Association, shall be empowered to assign such easements to the municipality or to appropriate public authorities or public utilities. Such easements shall entitle the holder thereof to enter upon and across each Lot at any place as required in order to make any such installation or maintenance within the easements.

Section 5. NUISANCES. No noxious or offensive activity shall be carried on upon any Lot nor within any 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 6. TEMPORARY STRUCTURES. No temporary building or structure (including without limitation tents, shacks and storage sheds) shall be erected or placed upon any Lot 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 at any time as a residence either temporarily or permanently.

Section 7. GARAGE AND PARKING FACILITIES. Facilities. Every single-family residence, whether detached or attached, shall include, or have provided for it on the Lot on which it is located or on Neighborhood Association Property or Condominium Property, a garage sufficient to store at least one full-size automobile, and 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 2.

Every multiple family dwelling shall provide on its own Lot or on Neighborhood Association Property or Condominium Property associated with such dwelling at least one parking space per Living Unit, sufficient to store one full-size automobile; and no such parking space shall be converted by alteration or use, so as to diminish its area below that required for such purposes unless in conjunction with such conversion a parking space with equivalent space is provided and approved under the provisions of Section 2.

Section 8. STORAGE AND PARKING OF VEHICLES. No commercial vehicle, truck, tractor, mobile home or trailer (either with or without wheels), or any other transportation device of any kind except as hereinafter provided, shall be stored or kept within The Ledgewood Subdivisions. Private automobiles may be stored in a garage, or parked in a paved driveway or in a parking space, provided such garage, driveway or parking space conforms to the requirements of Section 7, when incident to the residential use of the Lot upon which such garage or driveway is situated or to the Living Unit for which such parking space is provided. Boats, and travel trailers, when incident to the residential use of an Owner or tenant of a Living Unit, may be stored in a garage upon the Lot or Neighborhood Association Property or Condominium Property associated with such dwelling, provided such garage conforms to the requirements of Section 7.

Section 9. SIGNS. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by the Developer to advertise the property during the construction and sales period; provided that an identification sign may be permitted for a multiple family dwelling or condominium, if approved by the Board of Trustees or Architectural Committee in accordance with Section 2.

Section 10. 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, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 11. LIVESTOCK AND POULTRY. No animals or birds of any kind shall be raised, bred or kept on any Lot or in any Living Unit, except that dogs, cats and other household pets may be kept in Living Units provided that they are not kept, bred, or

maintained for any commercial purpose, nor permitted to cause or create a nuisance or disturbance.

Section 12. GARBAGE AND REFUSE DISPOSAL. No Owner, occupant or tenant of any Lot or Living Unit shall deposit or leave garbage, waste, putrid substances, junk or other waste materials on such Lot or on any other part of The Ledgewood Subdivisions 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. An Owner, occupant or tenant of any Lot or Living Unit may keep such garbage and refuse as shall necessarily accumulate from the last garbage and rubbish collection available for such Lot or Living Unit, 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 for such Lot or Living Unit shall be kept from public view.

As used in this Section 12, "waste material" shall mean any material which has 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 discarded or abandoned; metal or ceramic scraps or pieces of all types, glass, and 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 discarded or abandoned.

As used in this Section 12 "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 13. WATER SUPPLY. No private water-supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance in accordance with the requirements, standards and recommendations of the Cuyahoga County Board of Health (and any other local public health authority having jurisdiction). Approval of such system as installed shall be obtained from such authorities.

Section 14. SEWAGE DISPOSAL. No sewage-disposal system shall be permitted on any Lot unless such system is designed, located and constructed in

accordance with the requirements, standards and recommendations of the Cuyahoga County Board of Health (and any other local public health authority having jurisdiction). Approval of such system as installed shall be obtained from such authorities.

Section 15. MOWING. The Owner of each Lot (except a Lot with respect to which the Association or a Neighborhood Association has assumed and is properly discharging such responsibility) shall mow or cause to be mowed all grass or other vegetation thereon, except decorative landscaping, ground cover and garden plants, to a height not exceeding four inches.

Section 16. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 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 within 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 intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 17. LAND NEAR PARKS AND WATER COURSES. No building shall be placed nor shall any material or refuse be placed or stored on any Lot within 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 18. EXTERIOR MAINTENANCE. The Owner of each Lot and Living Unit (except a Lot or Living Unit with respect to which the Association or a Neighborhood Association has assumed and is properly discharging such responsibility) shall provide reasonable exterior maintenance upon each such Lot and Living Unit as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, driveways, walks and other exterior improvements.

Section 19. 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 or Living Unit 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 involved (but not into any Living Unit) 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 or Living Unit upon which such corrective work is done, and shall become a lien upon such Lot and Living Unit and the

obligation of the Owner, and immediately due and payable, in all respects as provided in Article V hereof.

Any Owner of a Lot or Living Unit affected by such a determination of the Trustees to correct a breach of covenant pursuant to this Section 19 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 of the Lot or Living Unit 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-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-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.

ARTICLE VII

DURATION, WAIVER AND MODIFICATION

Section 1. **DURATION AND PROVISION FOR PERIODIC MODIFICATIONS.** These Covenants and Restrictions shall run with the land, and shall inure to the benefit of and be enforceable by and against the Association, the Developer and any other Owner of land within The Ledgewood Subdivisions, their respective legal representatives, heirs, devisees, successors and assigns, until December 31, 1987, after which time said Covenants and Restrictions shall be automatically renewed for successive periods of five (5) years each unless modified or cancelled, effective on the last day of the then current term or renewal term, at a meeting of the Members by the affirmative vote of Members entitled to exercise three-fourths (3/4) of the voting power of the Association, provided that such meeting shall be held at least one (1) year in advance of such effective date and written notice of such meeting shall be given to each Member at least sixty (60) days in advance of the date of such meeting, stating that such modification or cancellation will be considered at such meeting. Promptly following the meeting at which such modification or cancellation is enacted, the President and Secretary of the Association shall execute and record an instrument reciting such modification or cancellation.

Section 2. **MODIFICATIONS BY DEVELOPER.** Until December 31, 1970, the Developer shall be entitled to modify any of the provisions of these Covenants and Restrictions or to waive any of such provisions, either generally or with respect to particular property, if in the Developer's judgment the development or lack of development of The Ledgewood Subdivisions requires such modification or waiver, or if in the Developer's judgment the purposes of the general plan of development will be better served by such modification or waiver provided that the Developer may not, pursuant to this Section 2, increase the maximum annual assessment provided by Section 2 of Article V for years beginning prior to January 1, 1971. Promptly following any modification of these Covenants and Restrictions adopted by the Developer pursuant to this Section 2, the Developer shall execute and record an instrument reciting such modifications.

Section 3. **OTHER MODIFICATIONS.** These Covenants and Restrictions may be modified, effective on the ninetieth day following a meeting of the Members held for such purpose by the affirmative vote of Members entitled to exercise Ninety Per Cent (90%) of the voting power of the Association provided that written notice shall be given to each Member at least sixty (60) days in advance of the date of such meeting, stating that such modification will be considered at such meeting. Promptly following the meeting at which such modification or cancellation is enacted, the President and Secretary of the Association shall execute and record an instrument reciting such modification or cancellation.

ARTICLE VIII

GENERAL PROVISION

Section 1. **NOTICES.** Any notice required to be sent to any Member or Owner under the provisions of these Covenants and Restrictions shall be deemed to have been properly sent when mailed, postpaid, by regular mail 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 2. **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 Restrictions. 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 3. **SERVICES PROVIDED BY ASSOCIATION.** The Association, in addition to its performance of the functions and responsibilities hereinabove provided for it, may provide other services determined by the Trustees to be of general benefit or utility to the Owners of premises within The Ledgewood Subdivisions, including, without limitation, the services of refuse collection and disposal in lieu of or

supplementary to municipal refuse collection and disposal, and the expense of any such service or services shall be met by the levy of assessments pursuant to Article V.

Section 4. SEVERABILITY. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall not affect any other provision which shall remain in full force and effect.