

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR THE MOUNTAIN TOP ESTATES SUBDIVISION,
CONCORD TOWNSHIP,
LAKE COUNTY, OHIO**

This Declaration, made this ____ day of _____, 2009, by SPS Mountain, LLC, an Ohio limited liability company, P.O. Box 328, Mentor, Ohio 44____ (hereinafter called "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of certain real property described in Article II of this Declaration and desires to create thereon a residential community with permanent common areas and facilities for the benefit of the said community; and

WHEREAS, the Developer, pursuant to the general plan of residential development and in furtherance of the desire to provide for the preservation of the values and amenities in said community, and for the maintenance of said common areas and facilities, intends to subject the real property described in Article II, together with such additions as may hereafter be made thereto (as provided in Article II), to the covenants, restrictions, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner hereof, and

WHEREAS, the Developer 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 power of maintaining and administering the easement areas set forth in Article IV hereof and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and changes hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Ohio as a non-profit corporation, Mountaintop Estates Subdivision Homeowners' Association, for the purposes of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto, as may hereafter be made, pursuant to Article II hereof, is and 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 the Developer and its successors and assigns, and all subsequent owners of all or 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 or any Supplemental Declaration (unless the context prohibits), shall have the following meanings:

- (a) "Articles" shall mean the Articles of Incorporation of the Association which are filed with the Secretary of State of Ohio to create the Association.
- (b) "Areas of Common Responsibility" shall mean and refer to (i) storm drainage within the Subdivision, including the drainage easements, curtain drain easements, drainage ditches and swales shown on the Plat; and (ii) all real and personal property now or hereafter owned by the Association or otherwise held for the common use and enjoyment of the Members.
- (c) "Association" shall mean and refer to the Mountaintop Estates Subdivision Homeowners' Association, an Ohio non-profit corporation, its successors and assigns, created to govern, operate, control and administer the Areas of Common Responsibility and to supervise and enforce this Declaration.
- (d) "Board" shall mean and refer to the Board of Trustees of the Association.
- (e) "Code" shall mean and refer to the Code of Regulations of the Association.
- (f) "Developer" shall mean and refer to SPS Mountain, LLC, an Ohio limited liability company and its successors and assigns.
- (g) "Living Unit" shall mean and refer to any building situated within the Property, designed and intended for use and occupancy as a residence by a single family.
- (h) "Lot" shall mean and refer to any subplot (whether or not improved with a Living Unit) shown upon any recorded Plat of the Property.
- (i) "Member" shall mean and refer to all those Owners called members of the Association as provided in Article III, Section 1, hereof.
- (j) "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 upon the Property, but shall not mean or refer to the mortgagee thereof unless and until such

mortgagee has acquired title pursuant to foreclosure, or any proceeding in lieu of foreclosure.

(k) The "Plat" shall mean and refer to the plat for the Subdivision recorded in the Lake County Subdivision Map Records.

(l) The "Property" shall mean and refer to the property described in Article II and any additions made thereto in accordance with Article II.

(m) "Subdivision" shall mean and refer to the Mountaintop Estates Subdivision, Concord Township, Lake County, Ohio.

ARTICLE II

PROPERTIES SUBJECT TO THE DECLARATION: ADDITIONS THERETO

SECTION 1. Existing Property.

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Concord Township, Lake County, Ohio, and consists of fourteen Sublots (Nos. 1 through 14) in Mountaintop Estates Subdivision, a metes and bounds legal description of which is set forth in Exhibit "A" annexed hereto and made a part hereof.

All of the aforesaid real property shall hereinafter be referred to as "Existing Property".

SECTION 2. Additions to Existing Property

Additional lands may become subject to this Declaration in the following manner:

(a) Additions by the Developer. The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development.

(b) Any such addition shall be made by filing of record a Supplemental Declaration in a form approved by the Developer with respect to the additional property which shall extend the scheme of the covenants and restrictions of the Declaration to such property. Such Supplemental Declaration 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 Supplemental Declaration

revoke, modify or add to the covenants and restrictions established by this Declaration 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) Such additions shall extend the jurisdiction, functions, duties and membership of the Association to such properties.

(d) The Association may be merged or consolidated with another Association as provided in its Articles, Code of Regulations or Rules and Regulations. Upon such merger or consolidation, the Association's properties, rights and obligations 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 with the Existing Property except as hereinafter provided.

Developer shall have the right to assign any and all of the rights reserved to it in this Article II.

Developer on its own behalf as the owner of all of the Existing Property, and on behalf of all subsequent owners, hereby consents to and approves, and each subsequent Owner and his mortgagee by acceptance of a deed conveying such ownership interest, as the case may be, thereby consents to and approves the provisions of this Article II, including without limitation and the generality of the foregoing, and the amendment and modification of this Declaration by Developer in the manner provided in this Article II herein and Article VII herein.

SECTION 3. Changes in Lots.

The Developer reserves the right to make such changes in the boundaries of Lots (including the right to subdivide Lots) with the approval of the governmental authorities having jurisdiction as it deems advisable, provided that no such change may be made if the same would adversely affect the boundaries or the beneficial use and enjoyment of any Lot then owned by persons other than Developer without the written consent of such person and shall be approved by the Board.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS
IN THE ASSOCIATION

SECTION 1. Membership.

Each 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 Membership, such person 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 deem. 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. Classes of Memberships and Voting Rights.

The Association shall have two classes of voting Membership:

CLASS A: Class A Members shall be all Members (with the exception of the Developer until the date referred to below). From and after the date referred to below, the Class A Members shall be entitled to one (1) vote for each Lot or Living Unit owned by them.

CLASS B: The Class B Member shall be the Developer. Until the date referred to below, the Class B Member shall be entitled to all of the votes, provided that the Class B Membership shall cease and become converted to a Class A Membership on the happening of the following event:

Upon the earlier to occur of:

- (a) five (5) years from the date of this Declaration;
- (b) when eight (8) Lots or Living Units are owned by Members other than the Class B Member; or
- (c) by the written election of the Class B Member, then

the Class B Member shall be deemed to be a Class A Member and entitled to one (1) vote for each Lot or Living Unit owned by it.

SECTION 3. Articles and Code of Regulations of the Association.

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

ARTICLE IV

RESERVED EASEMENTS UPON THE PROPERTY

SECTION 1. Storm Easement Areas.

(a) Declaration of Easement and Rights. Developer hereby declares non-exclusive perpetual easements for storm draining purposes within the local service drainage easement areas shown on the Plat, for the mutual benefit of the Owners of the Lots upon which such easements are located, to utilize the storm drainage facilities within said easements. For purposes of this Declaration, these easements may be utilized by any Owner of a Lot within the Subdivision for the purposes described herein. The Owner of the Lot upon which the local service drainage easement is located is enjoined from committing any act, nor allowing or suffering any person to commit any act, which impedes the purpose of the easement.

(b) Mutual Maintenance and Repair Responsibilities. The Association may access, lay, maintain, repair, replace and remove pavements, stone sewer pipe, manholes, culverts, drains, ditches, swales, plantings and/or appurtenances within such local service drainage easement areas (the "Maintenance Work"). In addition, such Owners have equal rights and responsibilities for removing, clearing, cutting and pruning of underbrush, weeds, stumps, and other growth that impairs the flow of storm drainage through the local service drainage easement areas, and shall keep the same in a clean and sanitary condition (the "Additional Work").

(c) Right of Non-Defaulting Owner/Owners. If any Owner fails to perform the Additional Work (the "Defaulting Owner"), the Board shall have the right to perform the Maintenance Work and/or the Additional Work and charge the Defaulting Owner for the Defaulting Owner's prorata share of the maintenance costs, together with interest thereon and costs and expenses, including reasonable attorney's fees.

(d) Ultimate Responsibility. Neither any instrumentality of Lake County, Ohio, nor of Concord Township, Ohio shall be responsible for any work or maintenance upon the local service drainage areas, nor for any liability which arises from the design, use, maintenance, or any injury occurring upon the local service drainage areas. This responsibility shall rest entirely with the Association as identified herein and on the Plat of this Subdivision.

(e) Binding Effect. The terms, covenants, conditions and agreements herein shall run with the land and inure to the benefit of and be binding upon the Developer (so long as the Developer is also an Owner) and all present and future Owners of the Sublots in the Subdivision and their respective heirs, executors, administrators, successors and assigns.

SECTION 2. Public Utility Easements.

The Developer does hereby reserve and is granted hereby easements across all Lots for the installation, use and maintenance of all utilities as Developer may determine, including, but not limited to, electrical, gas, T.V. cable, sewer and/or water service lines, provided that such facilities shall not materially impair or interfere with any Living Units and provided further that any areas disturbed by such installation and maintenance are restored to substantially the condition in which they were found.

SECTION 3. Areas of Common Responsibility.

Easements are hereby granted to the Association so as to enable the Association to carry out its rights and obligations with respect to the Areas of Common Responsibility Easements are created over the Areas of Common Responsibility and across all Lots to install, maintain, repair, replace and illuminate signs that are for the general benefit of the Property or for the identification of the roads within the Property. The type, size and location of the signs shall be subject to the approval of the Association and subject to the laws of the Township and other governmental authorities having jurisdiction. Easements are hereby created upon, across, over and through the Lots in favor of Developer and the Association, all Members, and their respective guests, licensees and invitees for pedestrian and vehicular ingress and egress, as the case may be, to and from all Areas of Common Responsibility provided that such easements shall not materially impair or interfere with any Living Units.

SECTION 4. Maintenance Easement.

There is hereby reserved for the benefit of the Association and its agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement to enter upon any portion of the Property for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash and debris in order to maintain reasonable standards of health, fire safety, and appearance within the Property, provided that such easements shall not impose any duty or obligation upon Developer or the Association to perform any such actions; and provided, further, that in the exercise of its rights hereunder the Association shall be entitled to be reimbursed by such Member pursuant to a Special Assessment to that Member under Article VI hereof.

SECTION 5. Owner's Right to Ingress and Egress.

Each Owner shall have the perpetual right as an appurtenance to such Owner's Lot and Living Unit to ingress and egress over, upon and across the Areas of Common Responsibility necessary for access to his or her Lot and/or Living Unit, and such rights shall be appurtenant to and pass with the title to the Lot and Living Unit.

ARTICLE V

PRIVATE RESERVATION EASEMENT

Developer hereby provides notice that jurisdictional wetland areas are located within the Subdivision in the area designated "Private Reservation Easements" on the Plat.

Living Unit and Lot Owners are hereby notified that the jurisdictional conservation areas, regardless of size require a permit prior to disturbance in any way (FOR EXAMPLE, NO FILLING, GRADING, PLACEMENT OF STRUCTURES, FENCES, ETC.) The Association and Living Unit and Lot Owners may not disturb the designated conservation area without written permission from Developer and a permit from the US Army Corps of Engineers.

The permit must be obtained from the United States Army Corps of Engineers, 1776 Niagara Street, Buffalo, New York 14207-3199 prior to commencing with any activities.

ARTICLE VI

COVENANT FOR
MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments.

The 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:

(a) An annual assessment, which shall be adjusted as needed and shall be adequate for the continued operation, maintenance and repair of Areas of Common Responsibility; and for the Association's performance of its other functions and responsibilities, including real estate taxes on Areas of Common Responsibility, liability and property insurance, utilities, legal and accounting fees and other fees and expenses necessary to accomplish the Association's purposes; and

(b) Special assessments for improvements or other capital expenditures, 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 such Lot or Living Unit. Each Lot or Living Unit of an Owner shall be subject to a lien in favor of the Association securing any and all unpaid annual and special assessments, as hereinafter provided. All annual and special assessments, together with interest as hereinafter provided, shall be a charge upon such Lot or Living Unit and if not paid within thirty (30) days after their due date, the Association shall have a lien upon the Lot or Living Unit for which such assessment has not been paid. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, 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. Annual Assessments; Initial Payment to Association.

The annual assessment shall be levied annually by the Board in such amounts 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. The annual assessment shall be due and payable by February 1st of each year, with the first annual assessment being due and payable at the time title to any Lot or Living Unit is transferred to any Member, and prorated on a daily basis. At the annual meeting of the Members, the amount of the annual assessment as levied by the Board may be increased or decreased by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association. The initial annual assessment shall be One Hundred Fifty and 00/100 Dollars (\$150.00) per Lot or Living Unit. Assessments are due and payable regardless of whether or not a Living Unit has been constructed on a Lot. The Developer has no obligation to pay any assessment upon any Lot owned by Developer.

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 assessments shall be February 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 prior written notice of such special assessment or installment thereof shall be given to each Owner.

If an annual or special assessment, or installment of a special assessment, is not paid within ten (10) days after the due date, such delinquent assessment or installment shall bear interest from the due date at the rate of twelve percent (12%) per annum, and the Association may after a 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 and reasonable attorneys' fees.

The Association may file in the office of the County Recorder a Certificate of Lien and/or a Notice of Lien to evidence any delinquent assessment or installment, but the Association shall not be under any duty to file such 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 of Charges.

Any prospective grantee or mortgagee of a fee or undivided fee interest in a Lot or Living Unit may rely upon a written statement from the President, Vice President or Treasurer of the Association setting forth the amount of unpaid assessments of 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.

ARTICLE VII

PROTECTIVE COVENANTS

SECTION 1. Single Family Restriction.

No building, other than one (1) single family residence and attached garage (such garage shall not exceed 150 square feet in area and 12 feet in height), shall be erected, placed, or suffered to remain on any Lot and no such single family residence shall be occupied by more than one (1) family and members of its domestic staff. Basketball and tennis courts shall be permitted, subject to prior written approval by the Board.

SECTION 2. 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, 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 of the Property, to the construction of Living Units, 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 its agent or representative may perform or cause to be performed any maintenance, repair or remodeling work with respect to any Lot, Living Unit, or Association responsibility.

(c) An Owner may use a portion of his or her Living Unit for his or her home office or studio, so long as the activities therein shall comply with all governmental regulations and shall not interfere with the quiet enjoyment or comfort of any other Owner and that such use does not result in the Living Unit becoming principally an office, school or studio as distinct from a Living Unit.

SECTION 3. Architectural Control.

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 (any satellite dish shall be located only in a rear yard or mounted to a rear elevation of the Living Unit), shall be commenced, erected or maintained upon any Lot or Living Unit except by the Developer, or by a builder or building company authorized by the Developer, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, elevations, shape, heights, materials, colors 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, or by an architectural committee composed of three or more representatives appointed by the Board. Notwithstanding anything to the contrary herein, no Lot shall be architecturally approved if the Living Unit does not meet the following square footage requirements:

(a). Two Thousand Twenty-Two Hundred (2,200) square feet of living area for a one-story ranch dwelling exclusive of garages, porches, or basement area.

(b). Two Thousand Five Hundred (2,500) square feet of living area for a one and a half story dwelling exclusive of garages, porches, or basement area.

(c). Two Thousand Eight Hundred (2,800) square feet of living area for a two story colonial dwelling exclusive of garages, porches, or basement area.

(d). Three Thousand One Hundred (3,100) square feet of living area for a split level dwelling exclusive of garages, porches, or basement area, but including the lower level living area, which does not have to be finished inside prior to occupancy. Lower level living area shall include closets, utility and laundry areas.

(e). Three Thousand Four Hundred (3,400) square feet of living area for a bi-level dwelling exclusive of garages, porches or basement area, but including the lower level living area, which does not have to be finished inside prior to occupancy. Lower level living area should include closets, utility and laundry areas.

Plans and specifications must be submitted setting forth the exterior colors, materials used, front door selection, roof color and garage door design, landscaping, etc. In the event the 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. Construction of all approved improvements must be commenced within six (6) months of the approval.

SECTION 4. Traditional Style.

All Living Units shall be of a traditional style. No log cabins, domes, bi-levels, raised ranches or A-Frames will be permitted. Decks, patios, arbors, trellises, sunshades, storage sheds, gazebos and similar structures must conform to the architectural character of the Living Unit. Basketball goals must be attached to the residence or mounted on a pole at least twenty (20) feet from a street edge and five (5) feet from the side lot line. Play equipment and basketball goals are not permitted on cul-de-sac islands or on the street edge. Forts, swing sets, etc., must be located in the rear or side yard and outside of any designated set backline, riparian corridor or wetland.

SECTION 5. Fireworks, firearms and hunting.

The sale and use of fireworks and the use or discharge of firearms of any kind whatsoever is strictly prohibited. Hunting of any kind and by any method is also prohibited.

SECTION 6. Grading and Excavation.

No Person shall excavate or dig for any reason within any portion of the Property without the consent of the Board, nor shall any person change the grade on any portion of the Property without first obtaining the consent of the Board. No Person shall interfere with the free flow of water through any drainage ditches or storm sewers within the Property. The Township, County or other governmental authority having jurisdiction shall have the right to enter upon the Property to repair and maintain all storm, drainage, courses, ditches, structures and appurtenances within the Property, for the purpose of relieving any flooding condition or threatened flooding condition which might be harmful to other property within the Township.

SECTION 7. Garages.

Each Living Unit shall have at least a two-car side-load attached or integral garage with minimum dimensions of twenty-two feet by twenty-two feet (22'x 22'). Each garage shall have a concrete floor and all garages shall be equipped with garage doors.

SECTION 8. Landscaping; Driveways; Sidewalks.

Each Lot shall be fully landscaped, including lawns, within six (6) months after occupancy. All driveways and sidewalks shall consist of concrete and shall be installed before the dwelling is occupied. Seeding of the building site must be timely, and in accordance with all applicable regulations, in order to minimize erosion and control sediment.

Sidewalks must be comprised of concrete at a width of five (5) feet and depth of four (4) inches, subject to specifications for the concrete mix and at a location and elevation within the right of way as designated by the Township Engineer. Sidewalks must be kept free of unreasonable accumulations of snow and ice.

SECTION 9. Roofs: Gutters and Downspouts.

All Living Units shall have a sloping roof with a minimum pitch of eight/twelve (8/12). All Living Units and other structures shall have gutters and downspouts for conducting water away from walls and foundations.

SECTION 10. Foundations.

The square footage of the front elevation, exclusive of windows and door openings shall be a minimum of thirty percent (30%) brick or stone. All portions of foundations and chimneys shall be covered with brick or stone on the front of the Living Unit. Brick pattern concrete is not acceptable.

SECTION 11. Lights, Light Posts and Mail Boxes.

The style and color of all mail boxes shall be designated by Developer. No outdoor security lighting shall project beyond the boundaries of the Lot on which it is installed. The level of illumination of any exterior light should not be offensive or create a glare when viewed from outside the Lot. Directional lights must be aimed into the Lot on which they are installed.

SECTION 12. Underground Wiring.

All Living Units or other structures shall be serviced by underground electric, telephone, and cable facilities. No Lot shall be serviced by overhead electrical poles and wires.

SECTION 13. Prohibition Against Storage of Vehicles.

No commercial vehicles or trailers of any kind shall be stored or parked on any building lot, nor parked on the roadway. No recreational type truck, trailer or vehicle, and no boat shall be stored or parked on any portion of any Lot, except such vehicles may be parked in rear yards provided they are not visible from the street .

SECTION 14. Fences.

No fence, wall or other device installed for the purpose of separating Lots (other than natural shrubbery) shall be maintained on any Lot, without the prior written approval of the Board. Any approved fence must comply with all applicable Township ordinances, and if required a permit must be obtained. No clothes line or clothes pole or other device or mechanism for the hanging of clothes shall be maintained on any Lot.

SECTION 15. Nuisances.

No noxious or offensive activity or any activity constituting an unreasonable source of discomfort or annoyance shall be carried on upon any Lot or Living Unit nor shall anything be done thereon or therein, either willfully or negligently which may be or become an annoyance or nuisance to any other Lot or Living Unit.

SECTION 16. 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. 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 Property.

SECTION 17. Time Restriction for Exterior Structure Construction. In no instance shall the construction on the exterior of a Living Unit extend beyond one (1) year from the date construction commenced.

SECTION 18. Street Damage. No Owner shall damage any streets and/or curbs within the Subdivision or permit any contractor or material men to damage said street and/or curbs during the period of any dwelling construction or said Owner shall be personally liable for the cost of repairing such street, and shall hold Developer, its successors and assigns harmless from any liability to any governmental entity for the cost of repairing such street and/or curb.

SECTION 19. Signs.

No signs of any kind shall be displayed to the public view by the Owner on any Lot or Living Unit except one sign of not more than five (5) square feet advertising the property for sale, and political signs in compliance with all applicable local regulations, or signs used by the Developer or authorized by Developer or the Board to advertise the Property during the construction and sales periods for such Lot.

SECTION 20. Oil and Mining Operations.

Although there are currently no oil and gas operations on the Property, subsurface mineral rights are being reserved to Developer. 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. Notwithstanding the foregoing, gas line easements are permitted as shown on the Plat of the Subdivision.

SECTION 21. Pets.

No livestock, poultry, animals or birds of any kind shall be raised, bred or kept on any Lot or Living Unit except that dogs, cats and other normal household pets may be kept provided that the maximum number of any one species is two (2) and the maximum aggregate number of all pets shall not exceed three (3). No animals shall be kept, bred or maintained for any commercial purposes nor permitted to cause or create a nuisance or disturbance anywhere in the Subdivision. Animals must be restrained by a leash or fence when outdoors.

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 Property 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 Board, which containers and refuse shall be kept from public view, except on the day scheduled for garbage and rubbish collection.

As used in this Section, "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 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 discarded or abandoned.

As used in this Section, "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. Mowing.

The Owner of each Lot 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 24. Exterior Maintenance.

The Owner of each Lot or Living Unit shall provide reasonable exterior maintenance upon each such Lot or Living Unit as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, drains, catch basins, sewers, traps, driveways, walks and all other exterior improvements. All necessary maintenance of the Living Unit or other permitted structures shall be done in a manner, to conform to the original architectural design. Each Owner of a Lot shall, at his sole costs and expense, repair his Living Unit, keep the same in condition comparable to the condition of such Living Unit at the time of its initial construction, excepting only normal wear and tear.

SECTION 25. Damage or Destruction of Living Unit.

If all or any portion of a Living Unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence and dispatch, to rebuild, repair or reconstruct such Living Unit in a manner that will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after the occurrence of the casualty and shall be completed within eighteen (18) months after the occurrence of the casualty, unless prevented by causes beyond the control of the Owner.

SECTION 26. Invalidity of Restriction.

If it shall be held that any restriction or restrictions herein or any part of any restriction herein, is invalid or unenforceable, no other restriction or restrictions, or any part thereof, shall be thereby affected or impaired.

SECTION 27 Correction by Association of Breach of Covenant.

If the Board, 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 two-thirds (2/3) 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 or Living Unit 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 or Living Unit upon which such corrective work is done, and shall become a lien upon such Lot or Living Unit and the obligation of the Owner thereof, and immediately due and payable, in all respects as provided in Article VI hereof.

Any Owner of a Lot or Living Unit affected by such a determination of the Board to correct a breach of covenant pursuant to this Section 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 Board 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 office 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 termination; 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.

SECTION 28. Injunctive Relief.

In the event of a breach, or attempted or threatened breach by an Owner of any of the terms, covenants and conditions hereof, the Developer and/or the Association shall be entitled, forthwith, to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequence of such breach, except that no Owner of a Lot may terminate this Declaration with respect to his or her Lot because of such breach, and any deed, lease, assignment, conveyance or contract made in violation of this Declaration shall be void and may be set aside upon petition of Developer and/or the Association. All costs and expenses (including attorneys fees, which fees shall be based upon the usual, customary and reasonable hourly rate at the time incurred) of any such suit or proceeding shall be assessed against the defaulting Owner and shall constitute a lien, until paid, against the Lot or the interest of such defaulting Owner as of the date it was deeded, leased, signed, conveyed or contracted for in violation of this Declaration. The remedies specified herein shall be cumulative as to each and as to all other permitted at law or in equity. Failure or neglect to enforce the foregoing restrictions, rights or easements shall in no event be construed, taken or held to be a waiver thereof.

SECTION 29. Additional Remedies for Breach of Covenant and Restrictions.

In addition, for each day of any violation of any of the covenants hereinafter the expiration of ten (10) days written notice to the Owner of such alleged violation, there

shall be due and payable by the Owner a fine of Fifty and 00/100 Dollars (\$50.00) and such fine shall be subject to collection and secured in the same manner as assessments not paid by the Owner under Article VI, Section 4 hereof.

ARTICLE VIII

DURATION. WAIVER AND MODIFICATION

SECTION 1. Duration and Provision for Periodic Modification.

The covenants and restrictions of this Declaration 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 and their respective legal representatives, heirs, devisees, successors and assigns until 2058, after which time, said covenants and restrictions shall be automatically renewed for successive periods of five (5) years each unless modified or canceled, 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 a majority of the voting power of the Association, provided that such effective date, and written notice of any scheduled renewal is duly provided to each Owner of a Lot or Living Unit.

The covenants and restrictions of this Declaration may be amended by written instrument signed by no less than two-thirds (2/3) of the Owners of all Lots and Living Units. Any such amendment shall be properly recorded with the Lake County Recorder, or his successor.

IN WITNESS WHEREOF, Developer, by and through its authorized representative, hereby makes this Declaration on this _____ day of _____, 2009.

SPS MOUNTAIN, LLC

By: _____

Its: _____

STATE OF OHIO)
) ss:
COUNTY OF LAKE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named SPS Mountain, LLC, by _____, its Member, by, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of _____, and the free act and deed of him individually.

IN TESTIMONY WHEREOF, I have set my hand and official seal at _____, Ohio, this _____ day of _____, 2009.

Notary Public