

**WARRANTY DEED COVENANTS AND RESTRICTIONS  
FOR THE SPYGLASS HILL SUBDIVISIONS**

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**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that NORTH EAST LAND COMPANY, an Ohio Corporation, the Grantor, who claims title by or through instrument, recorded in Volume....., Page....., Cuyahoga County Records, for the consideration of ..... dollars (\$ .....) received in full satisfaction of ..... the Grantee ..... whose TAX MAILING ADDRESS will be..... does give, grant, bargain, sell and convey unto the said Grantee ..... heirs, successors and assigns, the following described premises, situated in the city of ....., County of Cuyahoga, and State of Ohio:

This deed is executed and delivered subject to Covenants and Restrictions imposed to implement a general plan for the residential development by North East Land Company, its successors and assigns, of the parcels of land known collectively as the Spyglass Hill Subdivisions, as hereinafter described, in which the premises hereby conveyed are located; and the Grantor and Grantee, for the benefit of the Grantor, the Grantee and any persons who may hereafter become the owner of any interest in the premises hereby conveyed or in any other premises within the Spyglass Hill Subdivisions, by reason of deriving title from through or under the Grantor or Grantee, hereby covenant and agree that the premises hereby conveyed and all other premises within Spyglass Hill Subdivisions shall be held by all such persons subject to the following Covenants and Restrictions:

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## 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 Spyglass Hill Association, an Ohio non-profit corporation, formed for the purpose of maintaining and administering the Common Properties in the Spyglass Hill Subdivisions, providing services of general benefit to the owners of Lots and Living Units in Spyglass Hill Subdivisions, administering and enforcing these Covenants and Restrictions and any other covenants and restrictions imposed on Lots or Living Units in the Spyglass Hill Subdivisions as contemplated by Article II hereof, and collecting and disbursing the assessments and exercising the functions hereinafter provided for.
- b. "The Spyglass Hill Subdivision" shall mean and refer to the property described in, and any addition made thereto in accordance with Article II hereof.
- c. "Common Properties" shall mean and refer to (i) those areas of land designated as "Recreation Area" or "Common Property" on any recorded subdivision plot of the Spyglass Hill Subdivisions and intended to be devoted to the common use and enjoyment of all the owners of both Lots and Living Units and (ii) Green Areas.
- d. "Cluster Housing Properties" shall mean and refer to those areas of land in the Spyglass Hill Subdivisions intended to be devoted to the common use and enjoyment of owners of Living Units only and in which the owner of each Living Unit is now or hereafter granted property rights co-extensive with those of all other such owners, whether pursuant to a Declaration of Condominium Ownership, covenants and restrictions of the nature set forth herein or other instrument or document of similar import, but shall not include the Common Properties or any Lot.
- e. "Developer" shall mean and refer to the North East Land Company, its affiliated corporations and their respective successors, collectively and/or individually as the context requires.
- f. "Green Areas" shall mean and refer to those areas of land intended to remain as open areas and buffer zones for the common use, benefit and enjoyment of all the owners of both Lots and Living Units and which are (i) those areas designated as "Block 'A'", "Block 'B'", "Block 'C'", "Block 'D'", "Block 'E'", "Block 'F'", and "Block 'K'" on the recorded subdivision plot captioned "Phase I, Spyglass Hill Subdivision" referred to in Article II, Section 2 (a) hereof, and (ii) any areas of land designated as "Green Area", or any areas of land reserved for substantially the same use and purposes as the aforementioned areas, no matter how designated, on any other recorded subdivision plot of Spyglass Hill Subdivisions.
- g. "Living Unit" shall mean and refer to any building, any portion of a building or any condominium unit and any fee of undivided fee interest in real property appurtenant to such building, portion of a building or unit, which is situated within the Spyglass Hill Subdivisions, is designed and intended for use and occupancy as a single family residence and which is located on an area designated as a "Block", or part thereof, on any recorded subdivision plot of the Spyglass Hill Subdivisions.

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- h. "Lot" shall mean and refer to any subplot shown upon any recorded subdivision plot of the Spyglass Hill Subdivisions together with any building or buildings thereon.
- i. "Owner" shall mean and refer to any and all owner or owners of record, whether a person or an entity, of a fee or undivided fee simple title to any Lot or Living Unit situated within the Spyglass Hill Subdivisions at any time during the term of Covenants and Restrictions but shall not mean or refer to the Developer or a mortgagee unless and until such mortgagee has acquired such title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- j. "Member" shall mean and refer to the Developer and all those Owners who are Members of the Association as provided in Article III, Section 1, hereof.
- k. "Living Units Owners' Association" shall mean and refer to any association formed for the purpose of regulation and maintenance of the Cluster Housing Properties and Living Units whether pursuant to a Declaration of Condominium Ownership, covenants and restrictions of the nature set forth herein or other instrument of document of similar import.

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## ARTICLE II

### PROPERTY SUBJECT TO COVENANTS AND RESTRICTIONS; ADDITIONS

Section 1 Property subject to Covenants and Restrictions. The property comprising the Spyglass Hill Subdivisions, all of which is and shall be held, transferred, sold, conveyed and occupied subject to these Covenants and Restrictions is and shall be the Existing Property described in Section 2 of this Article and any additional real property added thereto, either prior to, on or after the date hereof, pursuant to Section 3 of this Article: provided, however, that the Developer reserves the right with respect to those areas designated as "Block 'V'", "Block 'W'" and "Block 'X'" on the recorded subdivision plat for the Spyglass Hill Subdivision Phase I referred to in Section 2 (a) of this Article, and such other areas of land as Developer may choose in any real property added pursuant to said Section 3, to build thereon such single-family townhouses or other such single-family cluster housing as may be permitted by law and is consistent with these Covenants and Restrictions as they apply to Living Units and Cluster Housing Properties.

Section 2 Existing Property. The following property comprised the Spyglass Hill Subdivisions as of April 26, 1977, shall be in this Article II referred to as "Existing Property" and is more particularly described as follows:

- (a) Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being sublots 1 to 62, both inclusive, 75-92, both inclusive, 105-126, both inclusive and 187-200, both inclusive, and blocks A to F, both inclusive, K and U to X, both inclusive, in the Spyglass Hill Subdivision Phase I of part of original Strongsville Township Lot No. 2 as shown by the recorded plat in Volume 219 of Maps, Pages 75-76 of Cuyahoga County Records: and
- (b) Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being sublots Nos. 63 to 73, both inclusive, and Nos. 93 to 104, both inclusive in the Spyglass Hill Subdivision Phase II of Part of original Strongsville Township Lot No. 2 as shown by the recorded plat in Volume 219 of Maps, Page 99 of Cuyahoga County Records.

Section 3 Additions to Spyglass Hill Subdivisions.

- (a) After April 26, 1977, additional real property, located either in the City of Strongsville or the City of North Royalton, County of Cuyahoga and State of Ohio, may, upon approval by the Developer prior to January 1, 1981 and thereafter by the Association in accordance with its Articles of Incorporation and/or Code of Regulations, become subject to these Covenants and 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

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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 Developer prior to January 1, 1981 and thereafter by the Association which shall extend the scheme of these Covenants and Restrictions to such additional property. Such instrument may contain such complimentary additions and modifications of these Covenants and Restrictions as may be necessary to reflect the different character, if any, of the added property and are not inconsistent with the scheme of these Covenants and Restrictions established by this deed for the Spyglass Hill Subdivisions, nor shall such instrument provide for assessment of the added property at a lower rate than that applicable to the Spyglass Hill Subdivisions.
- (c) Upon merger or consolidation of the Association with another association, 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 be entered into which would effect or attempt to effect any revocation, change or addition to the Covenants and Restrictions established by this deed for the Spyglass Hill Subdivisions except hereinafter provided.

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## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1 Members. Every Owner shall automatically become a member of the Association for so long as he is an Owner, provided that any such person or entity who holds such an interest merely as security for the payment of money or performance of an obligation shall not be a member. The Developer shall be a member until it is conveyed every Lot and Living Unit owned by it to an Owner.

Section 2. Voting Rights. Membership in the Association shall be divided into Class A Members and Class B Members.

Class A Class A Members shall be all members with the exception of the Class B Members. Class A Members shall be entitled to one vote for each Lot or Living Unit. In the event a Lot or Living Unit is owned by more than one owner, the owners shall not be entitled to more than one vote with respect to any such Lot or Living Unit.

Class B Class B Members shall be the Developer or any of its affiliated corporations owning any Lot or Living Unit in the Spyglass Hill Subdivisions. Each Class B Member shall be entitled to four votes for each Lot or Living Unit owned by it.

Section 3. Articles and Regulations of the Association. The Article of Incorporation and Code of 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 the time to time effect.

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## 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 or, in the stead of said Member, any tenet or lessee thereof who is in residence upon said Member's Lot or Living Unit shall have for himself, his immediate household and guests a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with title to every Lot and 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, notwithstanding any other provisions herein, the Developer hereby covenants for itself and its successors and assigns that it shall convey the Common Properties to the Association not later than December 31, 1980.

Section 3. Extent of Members' Easements. The right 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 ant such mortgage, the lender shall have right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by 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 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 or tenant of lessee thereof and his household and guests for any period during which any assessment remains in default, and for any infraction of such rules and regulations; and
- (d) The right of the Association to charge reasonable admission fees 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 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 entitles 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 part of the Common Properties to any municipality or any public agency, authority or utility, for such

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purposed and subject to such conditions as may be determined at a meeting of the Members by the affirmative vote of Members entitles to exercise two-thirds (2/3) of the voting power of the Association.



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## ARTICLE V

### COVENANTS AND MAINTAINENCE EASEMENTS

Section 1. Creation of Liens and Personal Obligations of Assessments. Upon the conveyance of each Lot or Living Unit from the Developer to an Owner and upon all subsequent conveyances of said Lot or Living Unit, the Owner and any and all subsequent Owners of said Lot or Living Unit, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay the Association, and to subject said Lot or Living Unit to lien, as hereinafter provided, in favor of the Association as security for the payment of , the following: (1) an annual assessment levied in accordance herewith for the purposes of operating, maintaining, constructing, repairing and replacing the recreational and landscaped areas and facilities on the Common Properties, and of administering the affairs of the Association; and (2) special assessment levied in accordance herewith for improvements or other capitol expenditures, including the acquisition of additional property for use as Common Properties, for emergency, operating, maintenance or repair costs and for other cost and expenses not anticipated in determining the applicable annual assessment. Each such assessment shall be in the same amount for each Lot or Living Unit; provided, however, that, if a Lot or Living Unit is conveyed by the Developer to the Owner (hereinafter the "Initial Conveyance") after the date on which an annual assessment is due and payable, the amount of such annual assessment to be paid by such Owner shall be prorated by multiplying the number of days remaining in the year of Initial Conveyance and the denominator of which is 365 unless said annual assessment is levied for a period of less than one year, in which case the denominator shall be the total number of days in the period for which the assessment is levied. All annual and special assessments, together with interest thereon as hereinafter provided, shall be a charge upon any such Lot or Living Unit if not paid within sixty (60) days after the same have become due and payable, and at such time the Association shall have a lien upon the Lot or Living Unit for which such assessment has not been paid and upon the ownership interest of the Owner of such Lot or Living Unit.

Section 2. Annual Assessment. When the main building of the recreational facilities on the Common Properties has been completed by the Developer, the Board of Trustees of the Association shall levy the annual assessment for the balance of that year and for the succeeding year. Each year thereafter, the annual assessment for the balance of that year and the following year shall be levied annually by the Board of Trustees of the Association, prior to the date of the annual meeting of the Members, in such amount as in its discretion shall be reasonably necessary to meet expenses anticipated during the ensuing year and to accumulate reasonable reserves for future operating and capital expenditures. At said annual meeting of the Members, the amount of the annual assessment for the following year as levied by the Board of Trustees of the Association 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

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prior to January 1, 1980, exceed One Hundred and Twenty Dollars per Lot or Living Unit per year.

Section 3. Special Assessments. The Association may levy a special assessment applicable to a specific number of years; provided, however, any such assessment shall be approved by affirmative vote of the Members entitled to exercise two-thirds (2/3) of the voting power of the Association. Members shall be given written notice thirty (30) days in advance of the date of the meeting at which such vote shall be taken stating that a special assessment for a stated purpose or purposes will be considered and discussed at such meeting.

Section 4. Due Dates of Assessments: Defaults. The annual assessment for the balance of the year in which the main building of the recreation facilities on the Common Properties is completed shall be due and payable ten (10) days after the same is levied with respect to any Lot or Living Unit conveyed by the Developer on or prior to such date. Each annual assessment thereafter shall be due and payable January 1 of the year for which it is levied. The due date of any special assessment of installation thereof shall be fixed in the Resolution of the Association authorizing such assessment, and written notice of such special assessment or installation thereof shall be given to each Owner subject thereto thirty (30) days in advance of such due date.

In the event the Initial Conveyance of a Lot or Living Unit takes place after any assessments in effect have become due and payable pursuant to the foregoing, the amount of any such assessment, prorated in accordance herewith, shall be due and payable upon the conveyance of said Lot or Living Unit.

Section 5. Statement of Unpaid Assessments. Statement in respect to existence and amount of unpaid liens and assessments shall be provided by the Association to any prospective purchaser or mortgagee of the Lot or Living Unit. Upon request.

Section 6. Exempt Property. The following property shall be exempt from the assessments and liens created herein:

- (a) All properties to the extent of any easements or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) The Common Properties and the Cluster Housing Properties (except with respect to any assessments levied or lien imposed on any Living Unit) as defined in Article I, Section 1 hereof; and
- (c) All properties exempted from taxation by the laws of the State of Ohio, upon terms and to the extent of such legal exemption. Notwithstanding any other provisions herein, no Lot or Living Unit devoted to dwelling use shall be exempted from said assessments or liens.

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## **ARTICLE VI**

### **PROTECTIVE COVENANTS**

Section 1. Land Use. Each Lot or Living Unit shall be used only for private, single-family, residential purposes, and only one single-family residence, with garage attached, shall be constructed or erected on any Lot. A single "out-building" as defined in Paragraph 5 hereof may be built or maintained on any Lot only in accordance with the provisions of said Paragraph 5. No building or other structure shall be erected, constructed, placed or suffered to remain upon or within the Green Areas.

Section 2. Architectural Control. No building or other structure shall be erected, constructed, reconstructed, placed, altered or suffered to remain upon property within Spyglass Hill Subdivisions except by the Developer, unless and until the plans and specifications showing the size, height, type and materials of construction thereof and the location of the same shall have been submitted to and approved in writing as to the harmony of the external design and the location in relation to surrounding structures and topography by the Developer while the Developer is a member and thereafter by the Association.

Section 3. Easements. The Developer has created and granted on the recorded plats of the Spyglass Hill Subdivisions easements for the installation and maintenance of electric, gas and communications facilities to the companies names thereon and easements for sewer, drainage swale and walk-ways to the City of ..... The Developer reserves the right to create and grant similar easements on the plats to be recorded on any additional real property as defined in Article II, Section 3 of these Covenants and Restrictions.

No structure, planting or other material shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation or maintenance of such 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 or Living Unit and all improvements in it shall be maintained continuously by the owner of the Lot or Living Unit, except for those improvements therein for which a public authority or utility is responsible. The holder of any such easement shall have the right to enter upon and across each Lot or Living Unit at any place that is required in order to make any installation, to carry out any maintenance or to perform any other such function or operation in accordance with such easements.

Section 4. Building Setback Restriction: Tree Lawn Limitation. No portion of any Lot nearer to any street than the building lines shown on the plats of Spyglass Hill Subdivisions shall be used for any purpose other than that of lawn; nothing herein contained, however, shall be constructed as preventing the use of such portion of said premises for walks and drives, the planting of trees or shrubbery, the growing of flowers or ornamental plants for the purpose of beautifying said premises. No trees or shrubbery shall be planted in the tree lawn without the written approval of the Association.

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Section 5. Out-Buildings; Temporary Structures. In addition to the one single-family residence with garage attached, as permitted in Paragraph 1 above with respect to a Lot, not more than one out-building (i.e., a building detached from the principal dwelling for use, subject to the restrictions set forth herein, for the purpose ancillary to the single-family dwelling other than as a garage) shall be built or maintained on each Lot. No out-building shall be built or maintained on any Lot prior to the erection of the principal dwelling house thereon. Any such out-building shall be situated at the rear of the dwelling. The provisions of this section shall not apply to any temporary construction building used in the development of the Spyglass Hill Subdivisions. No basement, garage or out-building shall at any time be used as a residence temporarily or permanently, nor shall any residence whatsoever of a temporary character be permitted.

Section 6. Nuisance, Signs, Trade or Business, Liquor, Pets. No nuisance, advertising, sign, billboard or other advertising device shall be built, placed, permitted or suffered to remain upon any Lot or Living Unit, nor shall any such Lot or Living Unit be used in whole or in part for any trade or business or in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any holder of adjoining land. No spirituous, vinous or fermented liquors shall be manufactured or sold, either at wholesale or retail upon any Lot or Living Unit. Domestic pets may be kept upon any Lot or Living Unit in such manner and such type as one ordinary family usually keeps for its private use in a residential community, but such pets shall not be permitted to become a nuisance.

Section 7. Exterior Maintenance. The Owner of each Lot or Living Unit, or the Living Unit Owners' Association, whichever is appropriate, shall provide reasonable exterior maintenance upon said Lot or 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 8. Storage and Parking of Vehicles. No commercial vehicle, truck, trailer, mobile home, house recreational vehicle or trailer (either with or without wheels) shall be stored or kept within Spyglass Hill Subdivisions. Private automobiles shall be stored in the garage attached to the residence or parked on paved driveway. No boat shall be stored on any Lot or Living Unit except in attached garage.

Section 9. Garbage and Refuse Disposal. No portion of the Common Properties or Cluster Housing Properties, no Lot or Living Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other discarded or waste material. Garbage and waste material may not be kept outside any Living Unit or any structure on any Lot except in a sanitary, clean or covered container.

Section 10. Laundry. No clothesline or clothes pole or other device or mechanism for the hanging of clothes shall be maintained on any Lot or Living Unit unless the same is screened from the street view and from the view of persons on neighboring Lots or Living Units.

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Section 11. Mowing. The Owner of each Lot or Living Unit 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. The Association and Living Unit Owners' Association shall perform such duties with respect to the Common Properties and Cluster Housing Properties, respectively.

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## ARTICLE VII

### DURATION

Each provision of the Covenants and Restrictions shall be a separate covenant, and the holding of any covenant invalid for any cause shall not affect the validity of any other. Each provision shall be a covenant running with the land, shall bind the Grantee and Grantee's heirs, successors and assigns and shall be enforceable at the suit of the Developer, the Association, or their respective successors and assigns, or any other Owner or lawful occupant of any Lot or Living Unit, subject hereto, or of any person damaged or prejudiced by breach of such provision. Failure to enforce any provision shall not constitute a waiver of or any acquiescence or consent to any concurrent or subsequent violation of any such provisions. Said provisions shall remain in force until January 1, 2027 unless, within the year immediately preceding such date, the covenants are extended as written or as changed by consent thereto in writing signed, witnessed and acknowledged as then required by the laws of Ohio for the conveyance of real estate, by owners of sixty-five percent (65%) of all the Lots and Living Units subject to such covenants, excluding all mortgages and lien-holders and purchasers under executory contracts.

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**ARTICLE VIII**

**GENERAL PROVISIONS**

Section 1. Notices. Any notice required to be sent to any Owner under the provisions of these Covenants and Restrictions shall be deemed to have been properly sent when mailed, post paid, by regular mail to the last known address of said Owner as such appears on the records of the Association.

TO HAVE AND HOLD the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said Grantee, ....., heirs, successors and assigns forever. And North East Land Company, the said Grantor, does for itself, and its successors and assigns, that at and until the ensembling of the presents, it is well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and has good right to bargain and sell the same in manner and form as above written, that the same are free and clear from all encumbrances whatsoever except Covenants and Restrictions, conditions, easements, reservations and right of way of record, if any; utility easements and zoning and building ordinances and regulations imposed by public authority; real estate taxes and assessments, both general and special, which are a lien but not yet due and payable as of the date hereof, including, by way example and not limitation, assessments, for sanitary treatments plants and street lighting; and any state of facts an accurate survey and inspection of the premises would disclose;

And that it will WARRANT AND DEFEND said premises, with the appurtenances thereunto belonging to the Grantee, ....., heirs, successors and assigns forever, against all lawful claims and demands whatsoever except as set forth hereinabove.

IN WITNESS WHEREOF, said corporation hereunto sets it hand by  
..... its ..... this ..... Day of .....  
In the year of our Lord One Thousand Nine Hundred and .....

NORTH EAST LAND COMPANY

By .....

Signed and acknowledged in the presence of:

.....  
.....

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### RESTRICTIONS OF SPYGLASS HILL WARRANTY DEED

The following is a summary of those rules in your Warranty Deed pertaining to architecture and buildings. As it is not complete, we suggest you carefully read your own Warranty Deed to answer any questions. If you do not have a copy of the Warranty Deed call a member of the Warranty Deed Committee to obtain one.

1. Each Lot or Living Unit shall be used only for private, single-family, residential purposes, and only one single-family residence, with garage attached, shall be constructed or erected on any Lot. A single "out-building" as defined in paragraph 5 hereof may be built or maintained on any Lot only in accordance with the provisions of said paragraph 5. No building or other structure shall be erected, constructed, place or suffered to remain upon or within Green Areas.
2. No building or other structure shall be erected, constructed, reconstructed, placed, altered or suffered to remain upon property within the Spyglass Hill Subdivision except by the Developer, unless and until the plans and specifications showing size, height, type of materials of construction thereof and the location of the same shall have been submitted to and approved in writing as to the harmony of the external design and location in relation to surrounding structures and topography by the Developer while the Developer is a Member and thereafter the Association.
3. The Developer has created and granted on the recorded plats of Spyglass Hill Subdivisions easements of installation and maintenance of electric, gas and communications facilities to the companies named thereon and easements for sewer, drainage, swale and walkways to the City of Strongsville. The Developer reserves the right to create and grant similar easements on the plats to be recorded on any additional real property as defined in Article II, Section 3, of these Covenants and Restrictions.
  - i. No structures, planting or other material shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and maintenance of such 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 or Living Unit, except for those improvements therein for which a public authority or utility is responsible. The holder of any such easement shall have the right to enter upon and across each Lot or Living Unit at any place that is required in order to make any installation, to carry out any maintenance or to perform any other such function or operation in accordance with such easements.
4. No portion of any Lot nearer to street than the building lines shown on the plats of Spyglass Hill Subdivision shall be used for any purpose other than that of lawn; nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks and drives, the planting of trees or shrubbery, the growing of flowers or ornamental plants for the purpose of



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beautifying said premises. No trees or shrubbery shall be planted in the tree lawn without written approval of the Association.

5. In addition to the one single-family residence with garage attached, as permitted by Paragraph 1 above with respect to a Lot, not more than one out-building (i.e. a building detached from the principal dwelling for use, subject to restrictions set forth herein, for purposes ancillary to the single-family dwelling other than garage) shall be built or maintained on each Lot. No out-building shall be built or maintained on any Lot prior to the erection of the principal dwelling house thereon. Any such out-building shall be situated at the rear of the dwelling. The provisions of this section shall not apply to temporary construction building used in the development of Spyglass Hill Subdivision. No basement, garage, or out-building shall at any time be used as a residence temporarily or permanently, nor shall any residence whatsoever of a temporary character be permitted.
6. No nuisance, advertising sign, billboard or other advertising device shall be built, placed, permitted or suffered to remain upon any Lot or Living Unit, nor shall any such Lot or Living Unit be used in whole or in part for any trade business or in any other way or for any purpose which may endanger the health or unreasonably disturb the quiet of any holder of adjoining land. No spirituous, vinous, or fermented liquors shall be manufactured or sold either at wholesale or retail upon any Lot or Living Unit. Domestic pets may be kept upon any Lot or Living Unit in such manner and of such type as one ordinary family usually keeps for its private use in a residential community, but such pets shall not be permitted to become a nuisance.
7. The Owner of each Lot or Living Unit, or the Living Unit Owners' Association, whichever is appropriate, shall provide reasonable exterior maintenance upon said Lot or Living Unit as follows: paint, repairs, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, driveways, walks and other exterior improvements.
8. No commercial vehicle, truck, trailer, mobile home, house recreational vehicle or trailer (either with or without wheels) shall be stored or kept within the Spyglass Hill Subdivisions. Private automobiles shall be stored in the garage attached to the residence or parked on paved driveway. No boat shall be stored on any Lot or Living Unit except in attaché garage.
9. No portion of the Common Properties or the Cluster Housing Properties, no Lot or Living Unit shall be used or maintained as dumping ground for rubbish, trash, garbage or and other discarded or waste material. Garbage and waste material may not be kept outside any Living Unit or any structure on any Lot except sanitary, clean and covered container.
10. No clothesline or clothes pole or other device or mechanism for the hanging of clothes shall be maintained on any Lot or Living Unit unless the same is screened from street view and from the view of persons on neighboring Lots or Living Units.
11. The Owner of each Lot or Living Unit 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. The Association and the Living Unit Owners' Association shall perform such duties with respect to the Common Properties and Cluster Housing Properties, respectively.

## **WARRANTY DEED COVENANTS AND RESTRICTIONS FOR THE SPYGLASS HILL SUBDIVISIONS**

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### **ADDITIONAL RULES AND RESTRICTIONS**

1. Fences must be of wood or other natural material (no chain link or metal mesh). Their top may not exceed five feet above ground level for lot perimeter fences, and seven feet for patio or deck privacy fences. No solid fence is allowed in front of the building line. Only decorative (picket or split-rail) fences, perpendicular to the side lot lines, are allowed in front of a home.
2. Out-buildings (storage sheds) must be of wood or aluminum – not steel, tin, or other material subject to the ravages of rust. They may be no more than 100 square feet at the base and cannot exceed nine feet in height. They must not be easily visible from the street.
3. Dog houses must be neat in appearance, well kept, sanitary, and not visible from the street. They may be no more than ten feet from the rear of the house, and must be at least fifteen feet from a side lot line.
4. Gardens must be behind and within the sidelines of the house. They should not be visible from the street. They must be at least three feet from the back property line and may not exceed 200 square feet in size, extending no more than 20 feet in any one direction. They must be well maintained and not allowed to become an eyesore. Tomato stakes or other support device must be removed at the end of the growing season.
5. Each homeowner must have a lawn planted within one year of residency.
6. Lawn decorations in front of a home or living unit must have the written approval of the homeowner's Association as to esthetic harmony with the surrounding lots and the development as a whole. In no case may lawn decorations have moving parts. They must be at least three feet inside a lot perimeter or sidewalk, and once approved must be maintained in an attractive state.
7. Antennas must be small enough to receive adequate support from a standard chimney mount. No towers (free-standing or guy-supported) or tripod type roof mounts are allowed in the development. An antenna may not extend more than six feet from the top of a chimney and should not exceed six feet in length or width.