

RESOLUTION NO. 28-2006

Offered by All of Council

A RESOLUTION ACCEPTING THE PLAT OF OLD ORCHARD SUBDIVISION, PHASE I, FOR RECORD PURPOSES ONLY AND DECLARING AN EMERGENCY.

WHEREAS, the Village Engineer has approved the plat of the Old Orchard Subdivision, Phase I, for record purposes only; and

WHEREAS, the Planning Commission approved the plat of the Old Orchard Subdivision, Phase I, for record purposes only at its meeting of March 28, 2006; and

WHEREAS, the Planning Commission further approved the lot splits in said plat at its meeting of March 28, 2006.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the plat of the Old Orchard Subdivision, Phase I, be, and the same hereby is, accepted for record purposes only.

SECTION 2. Pursuant to Section 3.4.4 of the Village Subdivision Regulations, the names of the streets therein are hereby accepted.

SECTION 3. That the lot splits in said Subdivision as approved by the Planning Commission at its meeting of March 28, 2006 be, and the same hereby are, approved.

SECTION 4. Pursuant to Section 7.4 of the Village Subdivision Regulations, the Village Engineer be, and hereby is, authorized and directed to take all necessary action to cause said plat to be recorded with the Summit County Recorder.

SECTION 5. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order to allow development in the Old Orchard Subdivision, Phase I, at the earliest possible time; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 4/4/06

[Signature]
President of Council

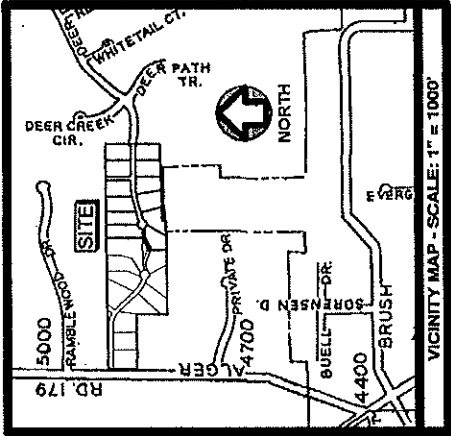
ATTEST:
Carolyn E. Sullivan
Clerk of Council

[Signature]
Mayor

Dated: 4/4/06

OLDE ORCHARD SUBDIVISION - PHASE 1

SITUATED IN THE VILLAGE OF RICHFIELD, COUNTY OF SUMMIT AND STATE OF OHIO AND KNOWN AS BEING PART OF LOT NOS. 8, 9 AND 13, TRACT 1 IN SAID TOWNSHIP.



APRIL 3, 2006

ACCREAGE SUMMARY

AREA IN RIGHT-OF-WAY 0.2858 ACRES
 ALGER ROAD 2.6859 ACRES
 NEW RIGHT-OF-WAY 28.6197 ACRES
 AREA IN BLOCK "A" 24.3202 ACRES
 TOTAL AREA 55.9115 ACRES
 NUMBER OF LOTS 14

BASIS OF BEARINGS:

THE VALUE OF NORTH IS 40° 57' EAST ASSIGNED TO THE COURSELINE OF ALGER ROAD, BASED UPON SUMMIT COUNTY G.L.S. MONUMENTS 68027 AND 68048.

COVENANTS:

- THESE LOTS ARE SUBJECT TO COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF OLDE ORCHARD SUBDIVISION AS RECORDED IN VOLUME _____ PAGES _____ AND ALL SUBSEQUENT AMENDMENTS.
- A TWELVE (12) FOOT WIDE EASEMENT IS HEREBY RESERVED ON THE OUTSIDE AND ADJACENT TO THE SIXTY (60) FOOT WIDE STREETS IN THIS SUBDIVISION TO THE DOMINION EAST OHIO AND ANY P.U.C.C. REGULATED UTILITY FOR THE PURPOSES OF THE CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION, AND REPAIR OF OVERHEAD TRANSMISSION LINES, CABLES, WIRES, SWAYES OR OTHER APPURTENANCES FOR THE TRANSMISSION OF POWER, ELECTRIC COMMUNICATIONS, STORM WATER OR SANITARY SEWER WASTES, WATER, AND/OR ANY FUTURE DEVELOPED PUBLIC UTILITY. THIS EASEMENT GIVES ALL OF UTILITIES THE RIGHT TO REMOVE TREES AND LANDSCAPING WITHOUT LIABILITY, AS REQUIRED TO MAINTAIN, OPERATE OR CONSTRUCT THESE FACILITIES. AN EASEMENT IS RESERVED OVER ALL BLOCKS AND PRIVATE DRIVES FOR SANITARY SEWER, STORM SEWER AND WATER MAIN. ALL SANITARY SEWER EASEMENTS ARE RESERVED FOR THE VILLAGE OF RICHFIELD.
- EXCEPTING THAT ALL USES OF LAND WITHIN DEC'S EXISTING 60 FEET WIDE EASEMENT AREA, MUST COMPLY TO DEC'S RESTRICTIONS AND LANDSCAPE - FENCE GUIDELINES, AS LISTED ON PAGE 7 OF THIS PLAT.

THE STORMWATER POLLUTION PREVENTION PLAN SHALL BE IMPLEMENTED DURING CONSTRUCTION BY THE DEVELOPER AND INDIVIDUAL SUBLOTS BY THE HOME BUILDERS. THIS PROPERTY CONTAINS FEDERALLY PROTECTED WETLANDS. NO FILL, WHETHER NATURAL OR MAN-MADE MAY BE PLACED IN WETLANDS WITHOUT PERMISSION FROM THE U.S. ARMY CORP. OF ENGINEERS WETLAND PERMIT.

ACCEPTANCE:

I, THE UNDERSIGNED OWNER AND HOLDER OF LIENS AND OTHER INTERESTS IN AND TO THE LANDS EMBRACED WITHIN THIS SUBDIVISION DO HEREBY DECLARE THIS PLAT TO BE OUR FREE ACT AND DEED AND DO HEREBY DEDICATE TO PUBLIC USE FOREVER THE EASEMENTS AND STREETS SHOWN UPON THIS PLAT. I DO NOT RESERVE ANY EASEMENT, AREA, COMPANY, TO DEO'S RESTRICTIONS AND LANDSCAPE - FENCE GUIDELINES, AS LISTED ON PAGE 7 OF THIS PLAT.

OWNER: THE C.J. ZAK COMPANY, INC.

CHRISTOPHER J. ZAK, PRESIDENT

WITNESS _____
 PRINT NAME _____

STATE OF OHIO)
 COUNTY OF SUMMIT) S.S.
 BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED THE ABOVE THE C.J. ZAK COMPANY INC. BY CHRISTOPHER J. ZAK, PRESIDENT, WHO ACKNOWLEDGED THAT HE DID SIGN THE FOREGOING INSTRUMENT AND THAT THE SAME IS HIS FREE ACT AND DEED.
 IN TESTIMONY WHEREOF I HEREBY SET MY HAND AND OFFICIAL SEAL AT _____ OHIO, THIS _____ DAY OF _____, 2006.

NOTARY PUBLIC _____ 2006.
 MY COMMISSION EXPIRES _____

I HEREBY CERTIFY THAT I HAVE SURVEYED THE LAND SHOWN ON THIS PLAT, THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF, AND THAT I HAVE FOUND OR SET THE PINS AND MONUMENTS SHOWN ON THIS PLAT, AND THAT ALL LOTS CONFORM TO THE VILLAGE OF RICHFIELD ZONING RESOLUTION.

HOWARD R. SEELE, REGISTERED LAND SURVEYOR 6477
 STATE OF OHIO) S.S.
 COUNTY OF CUYAHOGA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED THE ABOVE NAMED HOWARD R. SEELE WHO ACKNOWLEDGED THAT HE DID SIGN THE FOREGOING INSTRUMENT AND THAT THE SAME IS HIS FREE ACT AND DEED.

IN TESTIMONY WHEREOF I HEREBY SET MY HAND AND OFFICIAL SEAL AT _____ OHIO, THIS _____ DAY OF _____, 2006.

NOTARY PUBLIC _____ 2006.
 MY COMMISSION EXPIRES _____

PLAT PREPARED BY:

HOWARD R. SEELE & ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 9781 BRIDGEWAY, #300 • SUITE 237 • CLEVELAND, OH 44129
 (216) 390-6285 FILE NO. C5789-PH-1L-SH

TAX MAP DEPARTMENT

APPROVALS:

THIS PLAT IS HEREBY APPROVED BY THE RICHFIELD ZONING INSPECTOR THIS DAY OF _____, 2006.

ZONING INSPECTOR _____ PRINT NAME _____

THIS PLAT IS HEREBY APPROVED BY THE VILLAGE ENGINEER THIS DAY OF _____, 2006.

RICHFIELD VILLAGE ENGINEER _____ PRINT NAME _____

THIS PLAT IS HEREBY APPROVED BY THE RICHFIELD VILLAGE PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 2006.

CHAIRMAN _____ PRINT NAME _____

ALL REQUIRED IMPROVEMENTS HAVE BEEN SATISFACTORILY INSTALLED OR ADEQUATE FINANCIAL GUARANTEES HAVE BEEN APPROVED BY THE VILLAGE ENGINEER THIS _____ DAY OF _____, 2006.

RICHFIELD VILLAGE ENGINEER _____ PRINT NAME _____

THE RICHFIELD VILLAGE COUNCIL ON THIS _____ DAY OF _____, 2006 HEREBY ACCEPTS ALL OFFERS OF DEDICATION BY THE OWNERS OF THIS SUBDIVISION AND CERTIFY THAT THE REQUIRED IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ACCEPTED BY THE VILLAGE ENGINEER.

COUNCIL PRESIDENT _____ PRINT NAME _____

SOURCE DATA:

- DEEDS:
 VOL. 7392, PG. 900
 CHRISTOPHER J. and LAURA L. ZAK
 RN 542925-48
 VOL. 7392, PG. 902
 CHRISTOPHER J. and LAURA L. ZAK
 RN 542925-48
 VOL. 7392, PG. 389
 CHRISTOPHER J. and LAURA L. ZAK
 O.R. 2225, PG. 812
 VOL. 6658, PG. 439
 DOUGLAS J. ZAK and LAURA L. ZAK
 VOL. 7294, PG. 831
 JOSEPHINE M. PRUSAK

SURVEYS and PLATS:

- REPLAT OF FAR-0-WAY SUBD. - PLAT CABINET J, SLIDE 295-300
 FAR-0-WAY SUBD. - PLAT CABINET I, SLIDE 737-738
 DEER CREEK RESERVE PHASE 2 - RN 54344895

FISCAL OFFICER'S STAMP

RECORDER DEPARTMENT STAMP

RAMBLEWOOD DR. 50'

BLOCK "A"
SHEET 6

BLOCK "A"
SHEET 5

SHEET 4

1

2

3

4

5

6

7

8

9

10

11

12

TRAIL 60'

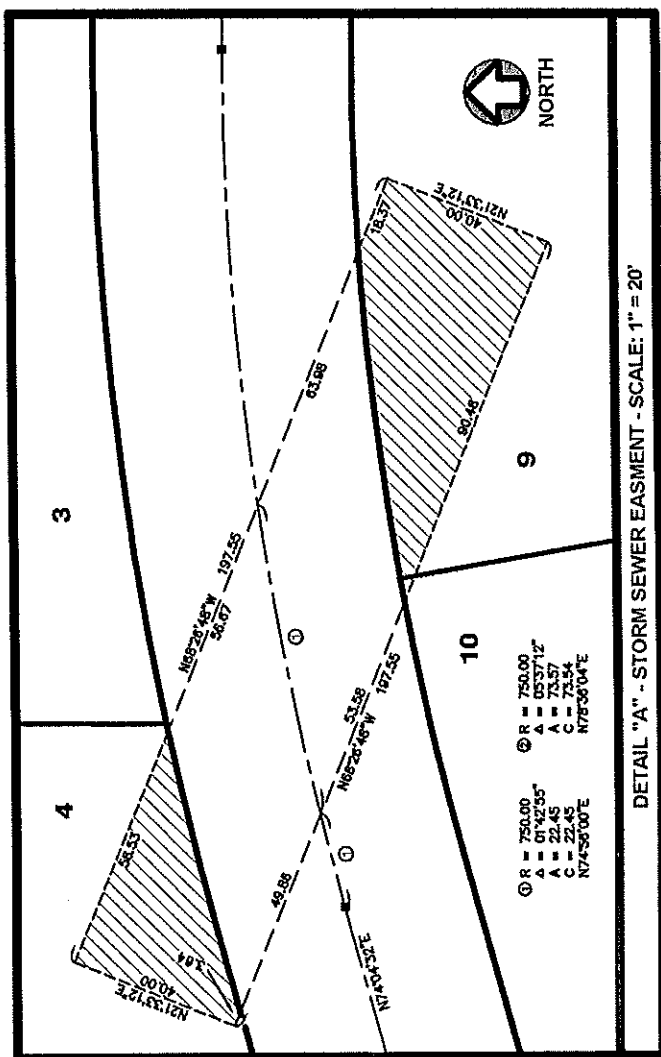
TRAIL 40'

SHEET 3

GRAPHIC SCALE
(IN FEET)
1 INCH = 200 FT.



CURVE	RADIUS	ARC	DELTA	CHORD	BEARING
C1	20.00	31.42	90.0000°	28.28	N45°23'02"W
C2	20.00	31.42	90.0000°	28.28	N44°34'58"E
C3	780.00	158.47	11.3827°	158.20	N85°15'44"E
C4	780.00	52.63	3.8138°	52.62	S73°00'30"E
C5	750.00	202.98	15.3074°	202.57	N81°18'45"E
C6	720.00	124.23	5°53'09"	124.08	S84°39'42"E
C7	720.00	70.64	3°37'16"	70.61	N78°53'10"E
C8	65.00	35.15	30°59'13"	34.73	N79°29'31"W
C8A	50.00	40.07	45°55'15"	38.01	N82°37'50"W
C9	65.00	35.15	15°31'22"	34.73	N45°26'04"E
C10	65.00	17.61	15°31'22"	17.56	N85°34'05"W
C11	65.00	18.76	16°32'22"	18.70	N21°55'57"W
C12	65.00	62.36	54°58'22"	60.00	N57°41'16"W
C13	65.00	75.63	68°40'12"	71.44	N81°20'24"E
C14	50.00	40.07	45°55'15"	38.01	N51°08'55"E



DETAIL "A" - STORM SEWER EASEMENT - SCALE: 1" = 20'

EDWARD N. MYRTLE E. HASLEM
VOL. 54057795, PG. 1

N85°00'32"E 3390.17 to CA.
2140.90 to R/W

1/2" L.P.M. PL.
0.21" EAST

1/2" L.P.M. PL.
0.21" EAST

EX. DOMINION EAST OHIO
HIGH PRESSURE NATURAL GAS
TRANSMISSION PIPELINE
DED 20' L.F. 212
TLP 8 (547 PS)
DEO-THE EAST OHIO GAS
COMPANY, DBA DOMINION EAST
OHIO (1-800-362-7357)

**PART OF
BLOCK A**
(PROPOSED PHASE 2)

LOT AREA 28.6197 ACRES
R.O.W. AREA 0.2858 ACRES
TOTAL AREA 28.9055 ACRES

SEE SHEET 6
FOR REMAINDER
OF BLOCK "A"

3/4" CAPPED
L.P.M. PL.
0.21" EAST

BEHAN B. and
ANNE M. BARRITT

N85°41'29"E
1.00
JOHN PRUSAK and
JOSEPHINE M. PRUSAK

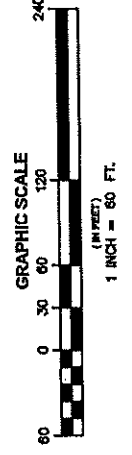
JOHN PRUSAK and
JOSEPHINE M. PRUSAK

ROBERT G. MOURATH
RECEPTION #64612275

5/8" CAPPED
L.P.M. PL.
0.21" WEST

S/L 3

S/L 2



REPLAT of FAR-OF-WAY SUBDIVISION
of SUBLOT NOS. 3, 4, 5, 6 and 8
PLAT CABINET J, SLIDE NUMBER 289-300

N65°59'37"E 1401.68

960.34

S/L 4

OLDE ORCHARD SUBD. - PHASE 1

HOWARD R. SEELE & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1000 W. BROADWAY SUITE 207 • CLEVELAND, OHIO 44115-3800
APRIL 3, 2008
FILE NO. 03760-R11-LS16

LEGEND:

○	5/8" IRON PIN FOUND & USED.
●	5/8" CAPPED "SELEE #471" IRON PIN TO BE SET
■	MONUMENT ASSEMBLY TO BE SET WITH 1" CAPPED "SELEE #471" IRON PIN

WETLANDS

PART OF 12

SEE SHEET 4 FOR
SUBLOT NOS. 3 - 6
SUBLOT NOS. 9 - 12

SHEET 5
7

Dominion East Ohio

Please be informed that The East Ohio Gas Company's trade name is Dominion East Ohio

RESTRICTIONS

applicable to Dominion East Ohio's defined R/W & Easement areas on land that Dominion East Ohio holds various rights for its Gas Wells, Marrying and Regulating facilities, Production, Storage, Transmission, and/or Distribution Pipelines, based on the rights held by Dominion East Ohio, and maintaining compliance with Dominion East Ohio State and Federal codes, regulations, and laws.

1) Sewer, water, drainage culverts, cable, electric and telephone/communication lines may cross Dominion East Ohio's pipeline and driveway easement areas at near right angles, providing that they vertically clear Dominion East Ohio's pipeline(s) by a minimum of 12 inches, and be within suitable conduit if it is an underground line carrying an electrical charge, and the installer complies with safe excavation and shoring FED-OSHA 29 CFR Part 1926 Subpart P, and its counterparts, and in accordance with any and all other applicable government codes, regulations, and laws. Unless it's not practical or possible, Dominion East Ohio prefers that all such lines cross under its pipelines.

2) No lines other than Dominion East Ohio's, such as but not limited to, water, water, drainage culverts, cable, electric and telephone/communication, may parallel within Dominion East Ohio's easement areas or be installed anywhere within Dominion East Ohio's gas well or brine/oil tank easement areas.

3) No buildings, structures, obstructions (obstructions being anything that impairs Dominion East Ohio's use of its easement), or above ground apparatuses (manholes, catch basins, signs, poles, fire plugs, transformers, pedestals, and etc.) may be placed within Dominion East Ohio's easement areas, by anyone other than Dominion East Ohio.

4) Within Dominion East Ohio's easement areas the existing grade may be altered by others, providing that the cover upon Dominion East Ohio's pipeline(s) is not reduced to less than 36 inches or increased to more than 72 inches, the existing soil conditions are stable, and such alteration of grade would not have an adverse affect upon Dominion East Ohio's pipeline(s).

5) Adjacent to Dominion East Ohio's easement area there shall be no change in grade which would cause Dominion East Ohio's easement area to become unstable or affect the lateral or subjacent support of Dominion East Ohio's facilities and/or apparatuses.

6) Paved driveways or future public and/or private roads may cross Dominion East Ohio's pipeline and driveway easement areas at near right angles. Paved parking lots may be placed in Dominion East Ohio's pipeline easement areas, providing that there is a means for Dominion East Ohio to leak detect its pipelines for its own purposes and in accordance with government codes, regulations, and laws. This might be accomplished by a green space 10 feet wide approximately centered on Dominion East Ohio's pipeline(s), or by vents installed according to Dominion East Ohio's specifications. Excepting said drive and road crossings, and excepting parking lots, there shall be no macadam, pavement, black top, concrete or other impermeable surfaces placed within the EASEMENT area by anyone other than Dominion East Ohio. No such improvements may be made by others within Dominion East Ohio's gas well or brine/oil tank easement areas.

7) No driveways (including parking lot driveways), roads, or their associated road right-of way, other than Dominion East Ohio's, may parallel within Dominion East Ohio's easement areas.

8) There shall be no impounding of water within Dominion East Ohio's EASEMENT area by anyone other than Dominion East Ohio.

9) There shall be no dumping of debris within Dominion East Ohio's EASEMENT area, or placement of fill material that is not acceptable to Dominion East Ohio.

10) Limited landscaping may be made within the easement areas. If any party questions what would be acceptable to Dominion East Ohio, they should contact Dominion East Ohio prior to making any such landscape improvement.

11) In the case of new development or improvements to existing roads within Dominion East Ohio's easement areas, the developer shall prepare Plan, Profile and Cross Section plans of the improvements, showing Dominion East Ohio's pipeline(s) plus existing and proposed grade, sewers, utilities, road improvements, etc. for Dominion East Ohio to review. For new construction any violation of these restrictions will be subject to denial of gas service. No construction on such improvements may begin until Dominion East Ohio has provided written approval to the developer.

All improvements made within the easement areas by parties other than Dominion East Ohio will be considered encroachments. Such improvements would be done at the risk and peril of the developer, owner of the facility, and/or landowner, and said parties shall be liable to Dominion East Ohio for any damage or loss to Dominion East Ohio's facilities caused by such improvements. Moreover, Dominion East Ohio reserves its rights at anytime, without notice, and without permit to remove any encroachments from within its easement areas to facilitate maintaining, operating, replacing, adding to, or etc. its facilities and/or apparatuses; and Dominion East Ohio will not be liable to replace or compensate any party for damages Dominion East Ohio inflicted upon any encroachment. To have the on site location of any DEO pipeline marked for any reason, call the Ohio Utilities Protection Service.

Inquiries or questions pursuant to distribution pipelines should be directed in writing to Dominion East Ohio, Engineering Department, via Dominion East Ohio address as listed within the local telephone book. Inquiries or questions pursuant to Gas Wells, Production, Storage, and/or Transmission Pipelines, would best be addressed to Dominion East Ohio, Engineering Department, 2012 Freedom Ave. N.W., North Canton, Ohio 44720-7381

Ohio Law requires all parties to contact the OHIO UTILITIES PROTECTION SERVICE

1-800-362-2764 at least 48 hours before digging or excavating

ORC - 3731.28 A & B

ACCEPTABLE

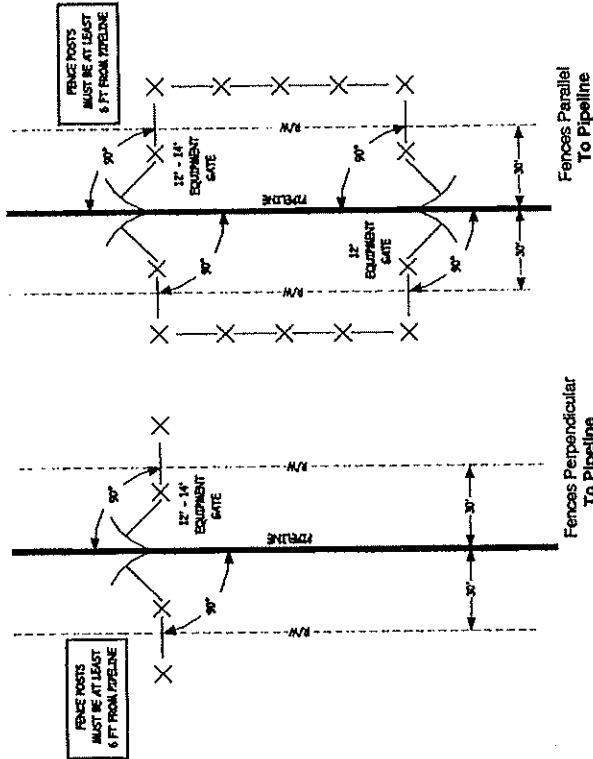
Agricultural Crops
Flower Gardens
Small (<3' High) Shrubs/Bushes
Grass (Preferred)
Fences (Per Diagram Below)

NOT ACCEPTABLE

Trees
Bunkers/Earth Landscape Mounds
Ponds
Rock Gardens
Improvements Requiring a Permit
Landscape or Retaining Walls
Outside Swimming Pools or Hot Tubs
No Dumping of Debris in Easement

No such improvements may be made by others within Dominion East Ohio gas well or brine/oil tank easement areas.

Fencing Examples



- FENCES CANNOT IMPEDE DOMINION'S ACCESS TO ITS FACILITIES.
- NO FENCES MAY BE PARALLEL TO THE PIPELINE WITHIN THE RIGHT-OF-WAY.
- 12' - 14' EQUIPMENT GATE MUST HAVE DOMINION LOCK TO ALLOW 24-HOUR ACCESS.
- CALL OUPS 48 HOURS BEFORE ANY DIGGING (1-800-362-2764) TO HAVE ALL UTILITIES LOCATED.

OLDE ORCHARD SUBD. - PHASE 1

HOWARD R. SEELE & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
2000 UNIVERSITY AVENUE, SUITE 207 • COLUMBUS, OHIO 43221
APRIL 3, 2008 FILE NO. 03700-101-R-S17

SHEET 7 / 7

**DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS
OF OLDE ORCHARD SUBDIVISION**

This declaration is made this ____ day of March, 2006, by Christopher J. Zak, 4903 Alger Road, Richfield, Ohio 44286, owner of the hereinafter described property as Olde Orchard Subdivision situated in the Village of Richfield, Summit County, State of Ohio, herein called the "Declarant".

RECITALS

- A. Declarant is the owner of the real property known as Olde Orchard Subdivision consisting of acres fully described in Exhibit A attached hereto and made a part thereof.
- B. Declarant being the owner of said property and having established a general plan for the improvement and development of said property does hereby establish the conditions, covenants and restrictions upon which and subject to which all property and any portions thereof shall be improved or sold and conveyed by him as owner, and hereby directs that said property is and shall be held, transferred, sold and conveyed subject to the conditions, covenants and restrictions herein set forth which are to run with the land and shall be binding upon all successors in interest of the Declarant.
 - 1. Declarant's property described in Exhibit A shall not be divided into more than 24 lots and there shall be no further subdivision of the 24 lots.
 - 2. No part of the property shall be used except for single family residential purposes.
 - 3. All instruments of conveyance shall make reference to the covenants and limitations upon the use of said premises.
 - 4. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them and the enforcement shall be by proceedings of law. Any owner found guilty of violating these covenants shall pay to the party seeking enforcement thereof all such costs, charges, expenses and attorney fees incurred in such enforcement action.
 - 5. Invalidation of any of these covenants by judgment or court decree shall in no way effect any of the other provisions which shall remain in full force and effect.

In witness thereof, the undersigned, being the Declarant herein has caused this instrument to be executed the day and year first above written.

Christopher J. Zak

STATE OF OHIO

County of Summit

On this ____ day of March, 2006, before me, the undersigned, a notary public for the state aforesaid, personally appeared CHRISTOPHER J. ZAK, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and affixed by Notarial seal the day and year first above written.

Notary Public for the State of Ohio

My commission expires _____

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants and title conditions to accompany and become a part of the certificate of dedication of the legal subdivision known as "OLDE ORCHARD ESTATES", which subdivision is a part of the Village Of Richfield, County of Summit, State of Ohio.

KNOWN ALL MEN BY THESE PRESENTS:

I, the undersigned owner of all lands included in Olde Orchard Estates referenced above, hereby make the following declarations as to covenants, easements, condition, limitations, restrictions and uses to which lots of said Olde Orchard Subdivision may be put. Said restrictive covenants, which shall run with the land, shall become a title condition relative to the ownership of lots contained in said subdivision and shall be binding upon all parties and persons claiming under them and for the benefit of, and limitation upon all future owners of all lots in said subdivision, this declaration of restriction being designed with the purpose of keeping said subdivision desirable, uniform and suitable for the uses herein specified, to wit:

ARTICLE I.

HOMEOWNERS ASSOCIATION

The undersigned hereby covenants, agrees, declares, and hereby states that upon the sale of all lots of this subdivision or earlier should the declarant, at his sole discretion deems appropriate, will incorporate the OLDE ORCHARD SUBDIVISION HOMEOWNERS ASSOCIATION with the Secretary of State of Ohio and such association incorporate within its bylaws and this declaration of restrictive covenants and all appurtenant conditions hereof.

Every owner or purchaser by Contract for Deed of a lot described above shall be a member of the OLDE ORCHARD HOMEOWNERS ASSOCIATION, which Association shall be incorporated.

Members shall be all owners and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE II.

ASSESSMENTS

SECTION 1. The owner of each lot listed herein and each of their successor in title to any lot by acceptance of a deed or contract for purpose of any such lot, whether or not it shall be so expressed in said deed or contract, is deemed to covenant and agree to be a member of, and subject to, the assessments and covenants duly enacted by laws and other rules and regulations of the Association. Each assessment will be the obligation of the recorded owner at the date of the assessment. This obligation will pass to an owner's successors in title, if unpaid at the time of transfer. Further, if such obligation is not paid, the obligation shall become a lien on the lot and filed with Summit County, State of Ohio.

SECTION 2. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Members and the improvement and maintenance of the Property.

SECTION 3. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a quarterly, semi-annual or annual basis. The Association may change the maximum amount and basis of the assessments for any yearly period, provided that any such change has the majority votes of all Members, voting in person or by proxy.

SECTION 4. The assessments levied by the Board of Directors of the Association shall be utilized to provide funds consistent with the purposes of the Association. Assessments will be charged the same for each lot. The assessments may include, but shall not be limited to the following:

a. Annual Assessment. An annual assessment for administration of the Association, including reasonable fees to compensate any members who provide their time and service, maintenance costs, liability insurance, and other normal expenses and to provide funds for such other purposes as the Board of Directors may find necessary and consistent with the purposes of the Association.

b. Service Assessments. Assessments for the utilization of such services to maintain services and structures as described in the Responsibilities of the Association.

c. Capital Improvements Assessments. The Association may levy in any year a special assessment for the purpose of defraying in part or in whole, the costs of any construction or reconstruction, unexpected repair or replacement of any capital improvement, including the necessary fixtures and personal property related thereto, or for any capital improvement as are determined necessary or desirable. However, no capital improvement assessment shall be levied without a majority vote of the Members. No such assessment shall be established to cover a period in excess of five (5) years.

d. Emergency Assessments. The Board of Directors is authorized to levy in any assessment year an emergency assessment which shall not exceed five times the amount of the Annual Assessment for that year. Additional emergency assessments require the affirmative vote of the majority of the members. Emergency assessments shall be levied only to meet costs and expenses precipitated by an emergency causing damages of a change or condition that must be remedied promptly to insure a safe and adequate continuation of facilities or services.

SECTION 5. The assessments provided for herein shall be completed on a yearly basis commencing on the first day of January of each year and terminating the 31st day of December of the same year. The assessments for any year shall become due and payable quarterly, semiannually or yearly in advance at the discretion of the Board of Directors of the Association. The Board shall fix the amount for the assessment against each residential lot for each assessment period at least thirty (30) days in advance of the due date, January 31st specified herein and shall at that time prepare a roster of the properties and assessments applicable thereto, which shall be kept by the Association and shall be open to inspection by all or any property owner. Written notice of the assessment shall thereupon be sent to every owner subject thereto. Upon transfer of any Lot, the annual assessment and any other assessments that have been levied shall become the responsibility of the Owner and shall be prorated to the date of transfer and payable within thirty days after receipt of such assessment.

SECTION 6. If the assessments are not paid by the date due, then such assessments shall be considered delinquent and shall be subject to interest. If the assessment remains delinquent past forty five days, the assessment shall then bear interest from the original due date at the maximum percentage allowed by law. The assessment if not paid will be filed as a lien in Summit County and must be satisfied before the transfer of any such Lot. The Association may also add to the lien amount the costs of collecting or attempting to collect the assessment including but not limited to reasonable attorney fees.

ARTICLE III.

ASSOCIATION MANAGER

SECTION 1. It shall be the responsibility of the members of the Association to elect a manager who must be one of the Members and shall perform the following duties:

a. To set up and maintain books of account of the Association and establish an Association Bank account which shall be denominated "Olde Orchard Subdivision".

- b. Collect assessments as established by the Association and deposit in said bank account.
- c. Pay all bills of the Association.
- d. Inspect all the facilities of the Association and bring to the attention of the Association any repairs that may become necessary.
- e. Call and direct Association meetings as and when they become necessary; but at least one time per calendar year.
- f. Perform such other services as shall be established by the bylaws, Rules and Regulations of the Association.

SECTION 2. The said manager shall receive payment for his services. The amount of this shall be as determined by the Board of Directors of the Association.

ARTICLE IV.

RESPONSIBILITIES OF THE ASSOCIATION

SECTION 1. It shall be the responsibility of the Association to maintain the retention and existing pond control structures. It is also the responsibility of the Association to maintain the entrance ways, lawns, trees, plants, etc, included in the entrance way.

SECTION 2. The Association will establish and maintain such policies, programs and procedures necessary to implement this Declaration for the purposes intended and for the benefit of all Members.

SECTION 3. The Association will take all actions necessary under the circumstances to enforce the covenants, restrictions, terms and condition of this Declaration and to carry out its duties. The Village is granted the right to notify the Association in writing of any violation of this Declaration. After written notice is received, the Association will act to enforce the covenants with thirty (30) days of receipt. If the Association fails to remedy the situation, the Village has the right to enforce the Declaration. The Village has no right to amend or change the Declaration.

ARTICLE V.

RESTRICTIVE COVENANTS

The following is a summary of covenants, restrictions, and conditions taken from the recorded declaration which exceed the regulations embodied in the Village of Richfield Zoning Code.

1. No part of this property shall be used except for single family residential purposes.
2. Houses shall be minimum of 2,400 square feet for one story, 3,000 square feet for 2 story, excluding the basement.
3. All garages must be attached with rear or side entries.
4. Foundation footprints have been established on the drawings which concur with and have been approved by local riparian guidelines. However, relocation of the footprints may be possible with the consent of the local governing authorities.
5. All restrictions regarding riparian setbacks by Summit Soil and Water and The Army Corps of Engineers must be adhered to; as defined on the plat.
6. Tree removal is to be kept to a minimum and the removal shall be only that which is prudent and practical for the installation of drives and houses. In no case shall any lot be totally clear-cut.
7. All driveways will be paved (asphalt, concrete, brick, etc.

8. No satellite dishes shall be placed in the front yard or be visible from the road. A maximum of an 18" dish will be allowed in side yards or attached to the dwelling if not visible from the road.
9. No out buildings or above ground pools will be permitted unless approved by the Olde Orchard Homeowners Association.
10. No unlicensed vehicles, RV's, boats, trailers, ATV's, etc will be stored on site unless in an enclosed garage.
11. All properties shall be properly maintained.
12. All landscaping shall be completed within nine months of occupancy of the residence.
13. All construction shall be composed of natural materials only, (i.e., stone, brick, wood, cedar, brick to grade-no aluminum or vinyl siding).
14. A homeowner's association shall be established for all properties within the said subdivision after all lots have been sold or earlier if deemed so by the Declarant. All property owners must be a Member of the Association.