

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LOTS NOS. 17 THROUGH 27, 57 THROUGH 74, BLOCK F (½-ACRE LOTS),
INCLUSIVE, SIGNATURE OF SOLON II, PHASE I AND PHASE II,
CITY OF SOLON, CUYAHOGA COUNTY, OHIO

THIS DECLARATION is made this _____ day of _____, 2001, by COURSE 43, LTD., an Ohio limited liability company ("Declarant"), having its principal place of business at 7750 Town Centre Drive, Suite 100, Broadview Heights, Ohio 44147-4010.

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain real property situated in the City of Solon, County of Cuyahoga, State of Ohio and being known as Signature of Solon I, containing lots (the "Lots"), as shown by the recorded plat of Cuyahoga County Records, be the same more or less, but subject to all legal highways; and

WHEREAS, the Declarant has submitted the Lots and certain adjacent properties to a document entitled Master Declaration of Covenants, Conditions, Easements and Restrictions of Signature of Solon ("Master Declaration") recorded on May 15, 2000, as Document No. AFN200005150219 of Cuyahoga County Records, and to the Code of Regulations ("Master Code") of Signature of Solon Master Association, Inc., an Ohio nonprofit corporation ("Master Association"); and

WHEREAS, Declarant filed with the Cuyahoga County Recorder on November 29, 2000, as Document No. AFN200011290317, a Subsequent Amendment to Master Declaration of Covenants, Conditions, Easements and Restrictions of Signature of Solon, Cuyahoga County, Ohio, to include additional real property known as "Sycamore Estates" aka "Signature of Solon II," legally described on Exhibit "A" attached thereto; and

WHEREAS, Declarant contemplates selling and conveying lots, and further contemplates that the purchasers thereof will construct single-family detached dwelling houses ("Living Units") and other improvements upon the Lots; and

WHEREAS, Declarant desires to implement the Master Declaration by imposing certain covenants, conditions and restrictions on the ½-acre Lots, Nos. 17 through 27, 57 through 74, Block F, of Signature of Solon II, Phase I and Phase II, that shall be binding upon the owner of each Lot or any portion thereof ("Owner"), mortgagees or persons holding or entitled to any interest therein, and the respective heirs, executors, administrators, successors and assigns of any of them.

NOW, THEREFORE, Declarant, for the benefit of itself and its successors and assigns, and in consideration of the premises and for the purpose of carrying out the intention above expressed, does hereby make known, publish, declare, covenant and agree that the real estate hereinabove described shall thereafter, in addition to any easements, rights-of-way, building and use restrictions, laws, ordinances and lawful requirements of the proper public authorities, be subject to the following covenants, conditions and restrictions, which shall hereafter be taken to be covenants running with the land and binding on all purchasers and/or Owners of the Lots, mortgagees or persons holding or entitled to hold any interest therein, and the respective heirs, executors, administrators, successors and assigns, and successors in title of any of them (unless otherwise defined herein, words capitalized herein shall have the same meaning as defined in the Master Declaration).

Section 1 - Covenant of Good Maintenance

Each person shall keep and maintain the Lot owned by such person and all improvements, buildings and structures therein or thereon, in a clean and safe condition and in good order and repair, including but not limited to the seeding, watering and mowing of all lawns; the pruning of all trees, shrubbery and grass, the painting (or other appropriate external care) of all buildings, structures and other improvements located thereon, and from the absence of conditions constituting violations of applicable building, fire and health codes, all in a manner and with such frequency as is consistent with a golf course residential community.

Section 2 - Minimum Building Standards

(A) Single-Family Living Units. Each Lot shall be used only for private, single-family residential purposes and only one (1) single-family residence with one (1) attached car garage (two (2) car minimum), shall be constructed or permitted to remain on any one (1) Lot. Other buildings or structures may not be built, permitted to remain, maintained or altered on any Lot without the prior written approval of the Design Review Committee ("DRC") established by the Master Declaration. In the area of a Lot between the residence building located thereon and the street lines of such Lot, only walks, driveways, grass, shrubs, ornamental plantings and post lights shall be permitted. No tent, trailer, shack, barn or other out-building, nor any form of living quarters of a temporary nature shall be placed or permitted to remain on any Lot, except as specifically provided herein. No more than one (1) Living Unit may be erected on any Lot.

(B) Setbacks. The setbacks for a Living Unit shall be in accordance with the following:

- (i) The front yard shall have a minimum setback as shown on the recorded plat. For corner lots the DRC shall determine which is the fronting street.
- (ii) The rear yard shall have a minimum setback of thirty (30) feet.
- (iii) The side yards shall have a minimum setback of eight (8) feet.

(C) Protection of Trees. No bulldozing or clearing of trees shall be commenced until final plans and specifications showing the nature, kind, shape and location of work have been submitted and approved by the DRC. Trees with a diameter of four (4) inches or more (measured three (3) feet above grade) must be noted on the site plan, tree survey and landscape plan, if required by the Design Review Committee. Specimens scheduled for removal must be included on plans and tagged with colored ribbons on-site for inspection along with the final stakeout. In no case shall trees with a diameter of four (4) inches or more (measured three (3) feet above grade) be removed without the approval of the DRC. Nor shall fill be placed within drip line diameter to threaten the life of trees. Fill shall not be deposited at any location without prior DRC approval. Cut or fill shall be replanted with plant materials, which shall blend with native vegetation. Cuts and fills should be designed to compliment the natural topography of the site. Each Owner shall make a diligent effort to protect all remaining trees during construction, to provide staked-off areas to protect root systems from heavy vehicles and equipment, to install tree wells and to take other precautions in cases where fill is required around trees.

Each Owner shall be responsible for removal of dead or fallen trees or wood or other obstructions from the Lot and the abutting tree lawn and restoration of the surface, including seeding of the tree lawn. Burning of trees, stumps and brush is prohibited. These items must be removed from the Lot and disposed of outside the Subdivision.

(D) Maintenance of Lots and Repair of Curbing, etc. Each Owner shall be responsible for keeping the Lot and the streets giving access to the Lot, free from accumulations of mud, silt and debris occasioned by work on or about the Lot by the Owner or the Owner's contractors. Each Owner shall be responsible for repairing and restoring to its original condition any damage to the curbing, berm material and any open ditch abutting the Lot.

(E) Finish Elevation. All buildings will be completed at a finished floor elevation compatible with its surroundings, and approved by the Design Review Committee.

(F) Grading and Erosion Controls. Each Owner shall be responsible for grading and surface drainage so that surface run-off will not adversely affect adjoining properties, including the lake, ponds, water courses, wetlands, the golf course and neighboring lots. Each Owner shall provide construction devices, stepped terraces, or other forms of erosion control as may be required by the DRC. Each Owner shall be responsible for yard drainage in addition to that shown on the improvement plans in accordance with the Master Declaration and in accordance with the DRC Guidelines and Procedures. Control of silt, erosion or other run-off shall be in accordance with the requirements of the DRC and any governmental authority having jurisdiction over the same. It shall be each owners responsibility to submit an Individual Lot Notice of Intent ("NOI") form for coverage under the Ohio EPA storm water construction general permit to the Ohio EPA.

(G) DRC Approval of Plans. No Living Unit or other structure shall be erected until the plans, working drawings with all elevations reflected thereon, and specifications, including a plot plan showing the location of the buildings or other structure, terraces, patios, walls, fences, driveways, property lines and setbacks, is submitted to and approved by the DRC. No alteration in the exterior appearance of any building or structures shall be made without like approval. The exterior appearance of the main building and other buildings on a Lot shall be the same. The issuance of a building permit by the City of Solon shall not preclude or limit the enforcement of these provisions.

(H) Minimum Square Footages. No Living Unit shall contain less than the following square footages:

	<u>Housing Type</u>	<u>Minimum Square Footage</u>
(i)	Ranch	2,000
(ii)	1-½-Story	2,400
(iii)	2- Story	2,700

The area of any Living Unit shall be computed on the outside foundation of the first floor and the exterior dimensions of the second floor, and shall exclude garages, open porches, crawl spaces and basements. In case of open ceilings to the second floor, the upper open space may be computed as second floor footage. In no event shall washers and/or dryers be allowed in any garage or other area except in a basement or a utility room for such purpose. All Living Units shall have a basement equal to a minimum of fifty percent (50%) of the ground floor area.

(I) Garages. All garages (2-car minimum) shall be attached to the Living Unit. No carports are permitted. No garage doors shall face any street, except the DRC shall have the right to waive this restriction with respect to corner Lots, or angled houses.

(J) Fencing and Walls. No wall, fence, coping or other device may be constructed in such a manner as to interfere with vision of drivers at any intersection of streets or roads. No chain link fences are permitted unless approved in writing by the DRC. Fencing shall be allowed around property lines of a size, dimension and material as permitted by the City of Solon.

(K) Landscaping of Lot. Each Owner shall have his Lot fully landscaped one (1) year after obtaining a Certificate of Occupancy from the City of Solon Building Department.

(L) Driveways. All driveways shall be concrete or pavers with a concrete base and shall be installed within six (6) months after the Owner takes possession of his Living Unit. No driveway shall be located, constructed or installed over an existing manhole or catch basin, unless approved by the City Engineer.

(M) Gas and/or Electric Exterior Light. All Living Units shall have a standard specific exterior light in a prescribed location that assures lighting during hours of darkness. No exterior lighting shall be permitted which in the opinion of the DRC would create a nuisance to the adjoining property owners or would otherwise be incompatible with the overall residential development and landscaping plan for Signature of Solon. Exterior gas lighting shall not be permitted.

(N) Exterior Materials and Colors. All materials for construction and exterior colors are subject to the approval of the DRC and shall be appropriate to the style of architecture. Seventy-five percent (75%) of the front elevation must be of natural material or natural-looking synthetic material. Vinyl and aluminum will be an approved material on side and rear elevations.

(O) Prohibited Exterior Materials and Prohibition of Modular Homes. The following exterior materials are not approved for construction: Decorative concrete block; concrete block (except for sub-surface walls); fiberglass, logs (imitation or otherwise except for landscaping purposes); aluminum mill finish doors and windows; and certain types of imitation stone and brick; fiberglass or asphalt shingles used as siding. High-quality simulated stone and brick from natural materials will be considered on their own merit by the DRC, but are subject to disapproval. Modular pre-fabricated homes and home designs will not be permitted while pre-fabricated sub-assemblies are acknowledged as the industry norm and are an acceptable method of construction.

(P) Exposed Foundation Walls. Exposed portions of foundation walls shall be brick or stone.

(Q) Roofs. All buildings shall have a sloping roof with a minimum of 7/12 pitch. Flat roofs are not indigenous to the development concept and are not permitted. Roof textures and materials shall be minimum fifteen (15) year asphalt shingle; cedar shake or sawn shingles; natural slate; or three (3) dimensional asphalt/fiberglass shingles. Gutters and downspouts are required. Overhangs are encouraged. All roof stacks, flashing, and metal chimney caps shall be painted to match the approved roof color. Roof stacks and plumbing vents shall be placed on rear slopes of roof. Solar roof panels are not permitted unless designed to be mounted flush with roof plane and approved by the DRC in writing in advance.

(R) Gutters and Downspouts. Gutters and downspouts shall be used. Overhangs are encouraged, but not required.

(S) Chimneys. All chimneys must be masonry or stone.

(T) Accessory Structures. Accessory structures such as playhouses, toolsheds, doghouses or dogruns shall not be permitted unless the written approval of the DRC is first obtained. All playground equipment shall be placed to the rear of the Living Unit, and only with the prior approval of the DRC. Location of accessory structures shall be subject to the approval of the City of Solon.

(U) Air-Conditioning Units. All exterior air-conditioning units shall be placed at the rear or side behind the setback line of a Living Unit and shall be screened or walled from front streets and adjoining properties as required by the DRC.

(V) Swimming Pools. The elevation of the top of any swimming pool construction on any Lot may not be over two (2) feet above the natural grade unless integrated into terraced construction upon approval of the DRC. No above-ground swimming pools are permitted. The location of a swimming pool is subject to the approval of the DRC and no swimming pool is permitted on the street side of any Living Unit.

(W) Screen Enclosures. Screen enclosures must not be visible from the street in front of the Living Unit unless same is approved by the DRC. All screen enclosure materials and colors must be approved by the DRC. Pool enclosures must be neutral in color.

(X) Awnings and Canopies. Awnings and canopies shall not be permitted or affixed to the exterior of the Living Unit unless same is approved by the DRC.

(Y) Tennis Courts. No tennis courts shall be permitted on a Lot unless the same is approved by the DRC.

(Z) Variation in Design of Living Units. Living Units of repetitious designs shall not be constructed within close proximity of each other. Similar designs or design duplications will not be approved on contiguous lots and must be spaced a minimum of four (4) sublots apart. For purposes of this section and Section (AA) below, a determination of whether a design or elevation is similar in appearance will be made according to the version of the City of Solon Building and Housing Code, Section 1428.09(a) and (b), in effect at the time of review and which currently states as follows:

1428.09 LOOK-ALIKE HOMES.

(a) The Building Commissioner shall not approve any application for a permit to erect, construct, alter or enlarge any building or structure in a residential district which shall be like or substantially like any neighboring structure, as hereinafter defined, then in existence or for such a building permit has been issued, or which is included in the same building permit application, in more than three of the following seven respects:

- (1) Height of the main roof ridge or, in the case of a building or structure with a flat roof, the highest point of the roof beams above the elevation of the first floor;
- (2) Height of the main roof ridge above the tip of the plate (all flat roofs shall be deemed identical in this dimension);

- (3) Length of the main roof ridge or, in the case of a building or structure with a flat roof, length of the main roof;
- (4) Width between outside walls at the ends of the building or structure measured under the main roof at right angles to the length thereof;
- (5) Relative location of windows in the front elevation and in each of both side elevations with respect to each other and with respect to any door, chimney, porch or attached garage in the same elevation;
- (6) Relative location of any attached garage, porch or gable, if any, in the front elevation with respect to each other and the remainder of the building or structure;
- (7) Building materials to be used in the exterior surface of the house.

(b) Buildings or structures shall be deemed to be like each other in any dimension with respect to which the difference between them is not more than two (2) feet. Buildings or structures between which the only difference in the relative location of elements is an end-to-end or side-to-side reversal of such elements shall be deemed to be like each other in the relative location of such elements.

(AA) Limitations on Elevations. Elevations that are similar in appearance are prohibited on any four adjacent home sites, any three home sites immediately across the street, or any three home sites on a cul-de-sac.

(BB) DRC Approval. The approval of plans for a specific site does not automatically imply approval by the DRC of identical or similar plans for another building site within the development.

(CC) Garbage Containers. All garbage containers, AC compressors, pool pump equipment, etc., shall be located in rear yards or side yards within the setback line and shall be screened or walled from front streets and adjoining properties as required by the DRC.

(DD) Sidewalks. Each owner shall install a sidewalk within street rights-of-way and/or easement; however, the type, width, and location of sidewalks shall be subject to the approval of the Declarant and the DRC.

Section 3 - Minimum Use Standards

(A) Utility Services and Equipment. Each Owner shall be responsible for all utility service (including, without limitation, all connection and tap-in fees) from the point of utility company connections underground to the Owner's Living Unit. All utilities shall be underground except temporary

electrical service for Living Units under construction. Meters, transformers and other utility service equipment/gear shall be shielded by screening, walls, or landscaping approved by the DRC.

(B) Unsightly or Unkempt Conditions. No unsightly growth such as weeds, underbrush or the like shall be permitted to grow or remain upon any Lot and no refuse piles or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. The natural wooded and ground cover conditions or portions of the Lot may remain, provided that they are aesthetically pleasing to the appearance of the Subdivision as a whole. In the event that any Owner shall fail or refuse to keep his Lot free from weeds, underbrush or refuse piles, or other unsightly growths of objects, the Declarant or Master Association, shall have the right upon seven (7) days written notice to the offending Lot Owner, to remove the same at the expense of the Owner and to add such expense to the assessment charged to the Lot.

(C) Trash and Garbage. No Owner shall allow trash or garbage to accumulate on any premises except in containers that are emptied regularly.

(D) Mailboxes. Mailboxes shall be permitted provided that their style and location conform to the standard design and specifications approved by the DRC.

(E) Motorized Recreational Equipment and Vehicles. No Owner shall operate, or permit to be operated, any motorized recreational equipment or vehicle, including but not limited to, any motorcycle, motorbike, snowmobile or all-terrain vehicle, over or upon a Lot or a Common Area. This provision, however, shall not be deemed to prohibit the use of tools, lawncare or landscaping equipment in the normal course of maintaining a Lot or the improvements situated thereon. No Owner shall permit the overnight parking of any commercial vehicle, boat, boat trailer, truck, van, trailer, camper, mobile home, tractor, bus, farm equipment, recreational vehicle, off-road vehicles, trailer coach, or similar vehicle on any building site or Common Area unless such vehicle is parked inside an approved garage designed as part of the Living Unit. Street parking of all of the above is prohibited.

(F) Storage Prohibited. Areas beneath decks and elevated terraces are not to be used for storage unless the areas are permanently shielded from public view by DRC approved shields.

(G) Golf Course. Ownership of a Living Unit or vacant lot within the Signature of Solon and Signature of Solon II shall require a minimum "Social" membership interest in The Country Clubs of Fox Meadow or the golf course.

Section 4 - Design Control Procedures

The following outline has been prepared by Declarant, to assist in the approval process of architectural designs and sitings of each house to be built on a Lot:

(A) Prior to submitting plans to the City of Solon for approval, the applicant shall submit to the DRC a letter of application and at least three (3) complete sets of plans; said plans shall be in accordance with the DRC Policies and Guidelines and shall include the following:

- (i) a site plan showing the home type; setback; building heights; lot elevations; driveway location; and location of services and utilities;
- (ii) floor plans with square footage calculated;
- (iii) elevations of front, rear and sides, indicating materials and colors to be used;
- (iv) grading plan and drainage plans; and
- (v) landscape plan (to be submitted and approved prior to installation).

(B) The DRC shall review the plans to determine their compliance with the provisions of the "Design Review Board Policies and Guidelines" on file with the Master Association, as such Guidelines and Procedures may be amended by the DRC from time to time, and the DRC may request such additional information as the DRC reasonably requires for its determination.

(C) The DRC shall consider such variations, omissions and exceptions from the provisions of the Policies and Guidelines as may be requested in writing by the applicant and may, by the affirmative vote of a majority of its members, authorize such variations, omissions and exceptions as the DRC, in its discretion, finds to be appropriate due to the size, shape, vegetation, or topography of the Lot; or the existence of other buildings or structures.

(D) At the conclusion of its review, the DRC shall either approve or disapprove such plans and specifications by majority vote of its members and shall promptly notify the applicant in writing of its action.

(E) Approval by the DRC shall be independent of any required governmental approvals and it shall be the sole responsibility of the applicant to obtain all necessary permits as required by law.

(F) If the DRC shall disapprove any plans and specifications submitted hereunder, there shall be a right to appeal such decision to the Master Board. Such appeal must be submitted to the Master Board by the applicant, in writing within fifteen (15) days after receipt of notice of the decision from the DRC. No later than thirty (30) days after receipt of notice of appeal, the Master Board shall examine the plans and specifications submitted, as well as the grounds upon which the DRC disapproves such plans and specifications. The affirmative vote of two-thirds (2/3) of the members of the Master Board shall be required to reverse or modify a decision of the DRC.

(G) Applicants must begin construction within one hundred eighty (180) days after approval by the DRC. Failure to do so will automatically revoke approval without prior notice from the DRC. Time extensions may be granted by the DRC if written requests are received prior to or within one hundred twenty (120) days after approval by the DRC. The DRC reserves the right to grant or reject requests for extensions in its sole and absolute discretion.

Section 5 - Declarant Reservation

(A) Declarant further reserves for itself, its successors and assigns, the right to permit deviation or grant a variance from, or to change, waive, amend or modify, any and all of the covenants, conditions and restrictions contained in this document, if in its sole judgment, the development or lack of development or topography of the land involved in Declarant's judgment makes such course of action necessary or advisable.

(B) The Declarant further reserves for itself, its successors and assigns, the right at any time and from time to time to amend these Covenants and Restrictions for the purpose of: (1) complying with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (2) including any of such agencies' or entities' right to make, purchase, sell, insure, or guarantee first mortgages; or (3) correcting clerical or typographical errors in these Covenants and Restrictions. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make, or consent to any such amendment on behalf of the owner of a Lot as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Declarant to vote in favor of, make and record any such amendment. To effect such amendment, Declarant shall file a supplement to these Covenants and Restrictions setting forth the amendment(s) which shall be signed by Declarant and shall be effective upon the filing of said supplement with the Cuyahoga County Recorder.

(C) The Declarant reserves the right from time to time, to subject additional Lots to the provisions of this Declaration. To subject any additional Lot, the Declarant shall execute and record an amendment to this Declaration which expressly provides that the land described therein shall become a part of the Lots and shall be subject to the Declaration. An amendment subjecting additional Lots may modify or supplement the covenants, conditions and restrictions of this Declaration for such additional Lots.

Section 6 - Assignability by Declarant

The Declarant, and its successors, shall have the right from time to time to assign all or any part of its rights as the Declarant under this Declaration, provided that a deed or other writing as shall be selected by Declarant, in Declarant's sole discretion, shall expressly state that the rights of the Declarant are being so assigned. Any such assignment may provide that said assignee shall have the rights of the Declarant set forth in this Declaration.

Section 7 - Severability: Conflict

The invalidation of any part of the covenants, conditions and restrictions contained in this instrument shall in no way affect the remainder thereof and the same shall continue in full force and effect. Furthermore, in the event of a conflict between the provisions of this Declaration and the provisions of the Master Declaration or the provisions of the Design Review Board Policies and Guidelines, the most restrictive provisions shall govern.

DECLARANT:

COURSE 43, LTD.

WITNESSES:

Ray Blacksmith
[print witness name]

Carolyn Zielinski
[print witness name]

Ray Blacksmith
[print witness name]

Carolyn Zielinski
[print witness name]

By: Joseph Cameratta
Title: Managing Member

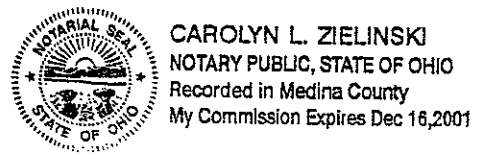
By: Michael J. DiSanto
Title: Managing Member

STATE OF OHIO,)
) SS:
COUNTY OF CUYAHOGA.)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named COURSE 43, LTD., an Ohio limited liability company, by JOSEPH CAMERATTA, its Managing Member, who acknowledged that he did sign the foregoing instrument on behalf of such limited liability company, and the same is his free act and deed as such Managing Member and the free act and deed of the limited liability company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Broadview Heights, Ohio, this 23rd day of March, 2001.

Carolyn Zielinski
NOTARY PUBLIC



STATE OF OHIO,)
) SS:
COUNTY OF CUYAHOGA.)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named COURSE 43, LTD., an Ohio limited liability company, by MICHAEL J. DiSANTO, its Managing Member, who acknowledged that he did sign the foregoing instrument on behalf of such limited liability company, and the same is his free act and deed as such Managing Member and the free act and deed of the limited liability company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Broadview Heights, Ohio, this 23rd day of March, 2001.

Carolyn Zielinski
NOTARY PUBLIC

