

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS  
OF SAYBROOK FARMS SUBDIVISION PHASES II AND III

THIS DECLARATION, made as of this 27<sup>th</sup> day of March 2003, by and between SANBORN LTD., AN OHIO LIMITED LIABILITY COMPANY, (the "Declarant") organized and existing under and pursuant to the laws of the State of Ohio; and the SAYBROOK FARMS HOMEOWNERS ASSOCIATION, INC. an Ohio Non-Profit Corporation, hereinafter sometimes referred to as "the Association".

WITNESSETH THAT

WHEREAS, Declarant, an Ohio Limited Liability Company, organized and existing pursuant to the laws of the State of Ohio, and Saybrook Farms Homeowners Association, an Ohio not-for-profit Corporation, hereinafter referred to as the "Association", have agreed to join in this Amendment to the Declaration of Covenants and Restrictions of Saybrook Farms Subdivision; and

WHEREAS, Declarant is the owner of the real property described in Article II, Section 1 of this Declaration (hereinafter referred to as the "Declaration") and desires to create thereon a residential community, to be called Saybrook Farms Subdivision Phases II and III ("Saybrook Farms"). Saybrook Farms shall contain single family Sublots and facilities, and to this end, Declarant desires to subject said real property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Saybrook Farms is being developed as a residential subdivision in accordance with the requirements of the County of Ashtabula and Saybrook Township and the Ashtabula County Planning Commission; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an entity for the purpose of accepting certain easements conveyed and to be conveyed by Declarant, and the maintenance and repair responsibilities associated therewith, and to which should be delegated and assigned the powers of administering and enforcing the covenants and restrictions and collection and disbursing the assessments and charges hereinafter created; and

WHEREAS, there has been incorporated under the laws the State of Ohio, as a non-profit corporation, Saybrook Farms Homeowners Association, Inc. (the "Association") for the purpose of exercising the functions aforesaid; and

ACCM 03-008  
SANBORN MASPER FILE

**WHEREAS**, the Association joins in the Declaration for the purpose of accepting the duties and responsibilities imposed upon it by the protective covenants and restrictions herein contained;

**NOW, THEREFORE**, Declarant declares that the real property described in Article II, section 1 (the "Property") shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements charges and liens contained in this Declaration and further specifies that this Declaration shall constitute covenants to run with the land and shall be binding upon Declarant and its successors and assigns and all other owners of any part of said real property, together with their grantees, successors, heirs, executors, administrator, or assigns.

**ARTICLE I**  
**DEFINITIONS**

**Section 1.** The following words when used in this Declaration shall have the following meanings (unless the context shall prohibit):

(a) "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions and any supplements or amendments thereto.

(b) "Living Unit" shall mean and refer to any detached single family dwelling located on a Sublot.

(c) "Sublot" shall mean and refer to any-subdivision of land shown upon any recorded Subdivision map of all or any portion of the Property described in Article II, Section 1 hereof.

(d) "Member" shall mean and refer to all persons or entities who are members of the Association as provided in Article III, Section 1 hereunder.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Sublot and/or Living unit situated upon the Property, but, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired Fee Simple title pursuant to foreclosure or any proceeding in lieu of foreclosure.

**ARTICLE II**  
**PROPERTY SUBJECT TO THIS DECLARATION**

**Section 1 - The Property.** The real property which is and shall be held, transferred, conveyed and occupied subject to this Declaration ("Property") is located in the Township of Saybrook, Ohio and is described as **Residual "A" of Tract 1 in Exhibit "A" attached hereto and incorporated herein.**

**Section 2 - Conflict in Law, etc.** It is intended by the this Declarant, its successors and assign, that this Declaration shall not in any way supersede, prevail or control over any laws, ordinances, rules and regulations now in effect or hereafter enacted by the Township of Saybrook **or the County of Ashtabula.**

**Section 3 - Additional Land.** Declarant is the owner of and/or may acquire "Additional Lands" in the area of the Property. Declarant, its successors and assigns, reserve the right, but has no obligation, to subject all or any part of the Additional Lands to this Declaration by Amendment hereto duly executed and recorded with the Recorder of Ashtabula County without any action by the Association or its Members.

**ARTICLE III**  
**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**Section 1 - Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in any Sublot or unallotted land which is subject by covenants of record to assessment by the Association, shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member.

**Section 2 - Voting Rights.** The membership of the Association shall be divided into two classes entitled to the rights hereinafter set forth with respect to such classifications. The Association shall have two classes of voting membership, namely Class A and Class B.

**Class A.** Class A Members shall be all those owners as defined in Article I, Subsection (e), with the exception of the Declarant. Class A Members shall be entitled to one vote for each Living Unit or Sublot in which they hold the fee simple interest or interests. When more than one person holds such interest or interests in any Living Unit or Sublot, all such persons shall be

Members, and the vote for such Living Unit or Sublot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Living Unit or Sublot.

**Class B.** The Class B Member shall be the Declarant and Declarant as the Class B Member shall be entitled to ten (10) votes for each Living Unit or Sublot owned in the Exhibit "A" property. Class B membership shall cease and become converted to Class A membership when Declarant no longer owns any Living Units or Sublots.

**Section 3 - Articles and Code of Regulations of the Association.** The Articles of Incorporation and Code of Regulations of the Association may contain any provisions not in conflict with this Declaration or any Supplemental Declaration as are permitted to be set forth in such Articles and Code of Regulations by the Non-Profit Corporation laws of the State of Ohio as they may be in effect from time to time

**ARTICLE IV**  
**DUTIES OF ASSOCIATION AND**  
**COVENANTS FOR MAINTENANCE ASSESSMENTS**

**Section 1 - Duties of Association.** In addition to any other duties and responsibilities elsewhere herein set forth, the Association, shall (i) promote the recreation, health, safety, and welfare of the members; (ii) accept, maintain, and repair drainage easements; (iii) maintain, improve and repair landscaping and lawn within dedicated right-of-ways; (iv) enforce the maintenance and repair of on-site sewage systems servicing each Living Unit; (v) maintain and repair any storm detention pond (**Block "A", Saybrook Farms Subdivision Phase III) or basin servicing the Property**; (vi) erect, maintain and repair signs and lighting of signs; (vii) improve, manage, and maintain any property, services, or facilities devoted to the aforementioned purposes; and (viii) **maintain any parcels labeled as "the landscape easement", including, but not limited to, the parcels located on a portion of Sublot 3, Saybrook Farms Subdivision No. I, and Sublot 4, Saybrook Farms Subdivision No. II**; and (xiv) perform such other services and take such other actions as are approved by the Association and are not inconsistent with this Declaration.

**Section 2 - Creation of the Lien and Personal Obligation of Assessment.** Declarant from and after the filing of the Subdivision Plat and each Owner of any Living Unit or Sublot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, shall be deemed to covenant and agree

to pay the Association, and the Association shall levy and collect: (1) reasonable general assessments or charges; (2) reasonable special assessments for capital improvements and other expenditures approved by the Association; such assessments to be fixed, established and collected from time to time as hereinafter provided. The Association shall levy and collect assessments in such amounts as shall be sufficient to enable the Association to discharge its duties as provided in this Declaration. The general and special assessments together and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due.

**Section 3 - Purpose of Assessments.** The assessments levied by the exclusively for the purpose of providing the Association with funds efficient to enable the Association to discharge its duties and responsibilities as provided in this Declaration. In addition, the assessments levied by the Association shall be used to maintain any appurtenant facilities of Saybrook Farms Subdivision.

**Section 4 - Basis and Maximum of Assessments.** The date of commencement of the general assessments and the amount thereof shall be determined by the Board of Trustees of the Association. The assessment period shall be based on the calendar year. The Board of Trustees shall establish a budget and set the assessments for each year thereafter.

**Section 5 - Special Assessments for Capital Improvements, etc.** In addition to the general assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement including necessary-fixtures and personal property related thereto, and further-more, including, but not limited to repair or replacement of a septic system(s) as is hereinafter set forth, provided that any such special assessment shall have the assent of two-thirds (2/3) of the Board of Trustees.

The assessments set out in Section 3 and 4 above are enforceable as provided by law or under Article IV, Section 7 of this Declaration.

**Section 6 - Date of Commencement of Assessments.** The assessments provided for herein shall commence on the date (which shall be

the first day of the month) fixed by the Board of Trustees of the Association to be the date of commencement, which date shall not be earlier than 3/01/04.

The first assessment shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The Assessments for any year, after the first year, shall become due and payable on the first day of January of said year.

Assessments shall be paid yearly, semi-annually, quarterly, or monthly as determined by the Board of Trustees in a Resolution fixing same.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessments. Special assessments shall be paid yearly, semi-annual annually, quarterly or monthly as determined by the Board of Trustees in the Resolution fixing same.

All assessments (except assessments for on-site sewage systems which are specifically attributable to a particular Sublot or Living unit) shall be apportioned by dividing the total sum thereof by the number of Sublots within the Property.

**Section 7 - Certain Duties of the Association Regarding Assessments.** The Association shall fix the date of commencement and the amount of the assessment against each Living Unit or Sublot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Property and assessments applicable thereto, which shall be kept in the office of the Declarant, until such time as Declarant no longer owns any building lot, and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

**Section 8 - Assessments a Lien: Effect of Non-payment of Assessment; Personal Obligation of the Owner; The Lien Remedies of the Association.** All assessments shall be a lien against the subject Sublot and/or Living Units in the amount as set forth above. If the assessments are not paid on the date when due

(being the dates specified in Section 5 hereof), then such assessment shall become due, together with interest thereto and costs of collection thereof as hereinafter Provided.

If any installment of a general or special assessment is not paid within thirty (30) days after the due date, such delinquent assessment or instalment shall bear interest from the due date at the rate of twelve percent (12%) per annum, and the Association may after such thirty (30) day period bring an action at law against the Owner responsible for the payment of such assessment, and may foreclose the lien, and in the event a judgement is obtained, such Judgement shall include interest on the assessment or instalment amount as above provided, together with the costs of the action and reasonable attorney's fees in an amount to be determined by the court.

The personal obligation of the then owner to pay such assessments shall remain his personal obligation; provided, however, upon the Association's filing of a lien of record against the property, the same shall be enforceable against the owner's successor in title, if not satisfied by the owner.

The Association may file in the office of the county Recorder an Affidavit of Lien to evidence any delinquent assessment or instalment, but the Association shall not be under any duty to file such Affidavit of Lien and its failure or omission to do so shall not in any way impair or affect the Association's lien and other rights in and against the property and against the owner of such property. The Association shall cause a copy of said Affidavit of Lien to be served by regular United States certified mail postage prepaid, to the last known address of the Owner.

**Section 9 - Subordination of the Lien to Primary Mortgagee.** The lien of the assessments provided for herein shall be subordinate to the lien of a first mortgage, if any, placed upon the Property subject to assessment provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure, Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

**Section 10 - Exempt Property.** The following property shall be exempted from the assessments and liens created herein: (a) All properties to the extent of any easement or other interest therein dedicated to land accepted by the Township of Saybrook and devoted to public use; and (b) All properties of the Township of Saybrook which are exempted from taxation by the laws of the State of Ohio.

**ARTICLE V**  
**ARCHITECTURAL CONTROL**

**Section 1 - Architectural Control.** No building, fence, wall or other structure, including, but not limited to, outbuildings, shall be erected, placed, or altered within the Property, until the plans and specifications showing the nature, kind, shape, heights, materials, colors and location of the same shall have been submitted to and approved by the Declarant or its representative in writing to assure harmony of external design and location in relation to surrounding structures, topography, landscape plans, signage types, project and street names, lighting, etc.

**Section 2 - Architectural Review - Township.** The procedures established for architectural control set forth in Section 1 above by the Declarant for itself, shall not in any manner conflict with, supersede, abridge or limit the architectural review procedures now existing or hereafter established by the Township. Declarant's right of review and approval of structures to be built upon the Sublots within **Saybrook Farms** is intended to be in cooperation with the architectural approval procedures adopted by the Township in order to further ensure, preserve and obtain a desirable, suitable and harmoniously designed residential community containing high aesthetic values.

**ARTICLE VI**  
**GENERAL RESTRICTIONS**

**Section 1 - Signs.** No sign or other advertising device of any nature shall be placed upon any Sublot except for signs placed by the Declarant or by builders and developers approved in advance by the Declarant promoting the development and providing information to Owners and prospective purchasers. House "For Sale" signs shall be permitted in accordance with the Township of Saybrook Zoning Resolution as amended from time to time.

**Section 2 - Use.** No Living Unit shall be used for other than residential purposes, except that this restriction shall not apply to dwelling units used as model house by Declarant, Builders and Developers.

**Section 3 - Clotheslines.** No clothing or any other household fabric shall be hung outside of any Living Unit.

**Section 4 - Machinery.** After construction of a Living Unit, no



Machinery shall be placed or operated upon any Sublot except such machinery as is used in landscaping or in maintenance of a private residence, or such machinery as is used in connection with approved additions to the Living Unit or construction of additional improvements on such Sublot as approved by the Declarant and/or the Board of Trustees.

**Section 5 - Fences.** Fences in general shall be discouraged. No fence of any kind whatsoever shall be erected or placed on any Sublot until the construction plans and specifications and a plan showing the location of the fence have been approved by the Declarant or the **Board of Trustees** as to quality of workmanship and materials, type of fence, harmony of design with existing structures and as to location with respect to topography and finished grade elevation. The Declarant and the Board of Trustees may in their sole discretion refuse to permit any particular fence or fences in general, notwithstanding the foregoing. **Provisions of this Section shall not supercede, nor be inconsistent with, any zoning regulations of Saybrook Township, which from time to time may be amended.**

**Section 6 - Mail Boxes.** Declarant may develop and distribute as soon as practicable a plan for a uniform type of mail box to be used throughout the Saybrook Farms Subdivision. In such event, no mail box nor any newspaper or magazine box or receptacle mount or support shall be erected, placed or altered on any Sublot except in accordance with such uniform plan.

**Section 7 - Dumping Trash, Etc.** No dumping is permitted on any part of the Property unless necessary for construction or improvements and authorized by the Declarant or the Board of Trustees of the Association. No Sublot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All trash cans, garbage cans and waste and refuse containers shall be kept and stored inside the garage of the main dwelling or inside any approved out-building and further, may only be deposited at the street for collection on the evening prior to the date of the scheduled collection, and shall be removed to the Living Unit or other enclosed structure by midnight on the date of collection. Each Sublot must be kept and maintained in good visual order, with no debris or unsightly refuse permitted to accumulate by the Owner or Owners. The Association reserves the right to require a uniform weekday for the pick up of trash and garbage from all Sublots and Living Units throughout the Subdivision. The Association may elect to contract on behalf of all Owners of Sublots and Living Units within the Subdivision for the pickup of trash and garbage, and in the event of such election, the

Association may levy assessments in the manner hereinafter set forth to defray the costs thereof.

**Section 8 - Motor Vehicles.** Except as otherwise herein provided, no campers, camping trailers, motor homes, boats, canoes, boat trailers, snowmobiles, snowmobile trailers, trailers of any type, trail bikes, mini-bikes, motorcycles or other recreational vehicles or commercial vehicles, including, but not limited to, trucks vans, tow trucks or building equipment shall be placed, parked or maintained, either temporarily or permanently on any Sublot or dedicated roadway in said subdivision; provided, however, any of the foregoing may be stored and kept within an enclosed structure approved by the Declarant or the Architectural Review Committee.

Necessary trucks and building equipment may be placed, parked, maintained or stored on any Sublot and/or adjacent roadway in said Subdivision during the period of construction and in connection with any necessary repair or maintenance of a Living Unit or permitted structure on any Sublot.

Delivery vehicles and moving and storage vehicles shall be permitted for the servicing of houses and permitted structures on any Sublot in Saybrook Farms.

**Section 9 - Miscellaneous Vehicles.** No motorized vehicles (mini-bikes, motorcycles, mopeds, snowmobiles, etc.) shall be permitted to operate on any common areas.

**Section 10 - Firearms and Hunting.** There shall be no discharge of guns, ammunition or explosives. No fishing, hunting, trapping, or poisoning of wildlife is permitted, except for rodent control.

**Section 11 - Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Sublot at any time, either temporarily or permanently, unless approved by the Declarant or Board of Trustees.

**Section 12 - Construction Trailers, etc.** Construction trailers utilized by Builders and/or Developers shall be placed as far as possible off public and private rights-of-ways. Disturbed areas adjacent to public or private rights-of-way shall be graded and seeded as soon as possible after construction by the owner. Every Builder/Owner shall make a reasonable effort to keep the sites clear of debris during construction.

Section 13 - Landscaping, Driveway and Sidewalks. No dwelling house constructed on any Sublot shall be occupied for a period longer than twelve (12) months after completion unless and until (i) a paved concrete driveway approved by Declarant and/or the Board of Trustees has been installed, and (ii) unless and until the entire area of each Sublot which has been disturbed during construction and/or which is suitable for development of a lawn, exclusive of the area used for the house, drives, patios, and walks, has been seeded for grass or sodded with grass turf, or planted with decorative or ornamental flowers and/or shrubs. All landscaped areas, including grass, ornamental flowers and/or shrubs, shall be maintained by each owner of each Sublot in a clean, crisp manner and (iii) any sidewalk required by the **Ashtabula County** zoning regulations has been installed by owner.

Section 14 - Repairs and Maintenance. All necessary maintenance of the dwelling or other permitted structures shall be done in a manner to conform to the original architectural design. Each Owner of a Sublot shall, at his sole cost and expense, repair his dwelling, keep the same in condition comparable to the condition of such dwelling at the time of its initial construction, excepting only normal wear and tear.

Section 15 - Building Materials. The exterior materials of all permitted structures on each Sublot shall consist of wood, stone, brick, vinyl, steel or aluminium siding. All exterior surfaces of permitted structures other than brick, stone or mortar shall be painted, stained, and/or washed as required in order to maintain same and preserve the original "as built" integrity.

Section 16 - Yards. All yards on each Sublot shall at all times be maintained by the Sublot Owner or owners in a satisfactory and slightly manner, including, but not limited to, the following:

- (a) weed killer, of a type appropriate to control, inhibit and prohibit the growth of weeds, shall be applied on all yard areas as frequently as is needed to control, inhibit and prohibit the growth of weeds in yard areas;
- (b) all grass and other open areas intended to be maintained shall be kept cut, mowed and trimmed to-a height of not more than 3.5".
- (c) each open storm water drainage swell, waterway, creek or pond on any Sublot or parcel shall be maintained by the Owner thereof in good condition and repair so that there will be no interference with the normal flow of water therein. Neither the location nor the grade of any such drainage shall be altered so as to interfere with the normal flow of the water therein, nor shall any be

replaced with pipe, except with the approval of Declarant or the Board of Trustees.

Section 17 - Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Sublot, except that dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purposes.

Section 18- Conflict. Declarant does hereby declare that any conflicts between the above Article VI (General Restrictions) and the Deed of Declaration of Restrictions dated June 27, 2000, and recorded January 30, 2001, in Ashtabula County Official Records Volume 148, Page 1277, shall be resolved in favor of this First Amendment to the Declaration of Covenants and Restrictions of Saybrook Farms Subdivision.

Section 19. All structures shall be of a traditional style. No modular homes, log cabins, raised ranches, A frames, mobile homes or modern-styled dwellings shall be permitted.

Section 20. All buildings shall have a sloping roof with a minimum pitch of 6 to 12, and a maximum pitch of 15 to 12.

Section 21. All driveways shall be concrete.

#### ARTICLE VII EASEMENTS

Section 1 - Easements. The Declarant reserves the sole right to grant consents, easements and rights-of-way for the construction of public or private utility facilities, electric light, telephone and telegraph poles and conduits, cable television lines, security systems, gas Pipes, sewer and water lines in, over, under and upon any and all highways or roadways now existing or hereafter established upon which any portion of any Sublot may now or hereafter front or abut. 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 direction of flow or drainage channels or which may obstruct or retard the flow of water through drainage channels and/or the facilities referred to in this paragraph. The easement area of each Sublot and all improvements in it shall be maintained continuously by the Owner of the Sublot for those improvements therein for which a public or private authority or utility is responsible. The holder of any such easement shall have the right to enter upon and across each Sublot at any place or time 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. Furthermore, Declarant reserves easements and rights-of-ways, within, over, under and across the front **twelve (12)** feet of each Sublot parallel with and contiguous to all street right-of-way lines for the installation, maintenance, repair and operation of underground gas lines, electric lines, water lines, telephone lines, cable television lines, security system lines and any other utility lines, wires, pipes and conduits; and, additionally, reserves the right to assign the use of said easements and rights-of-ways, or to grant easements or rights-of-ways for the same, to the respective utility companies and others to service the Sublots, or to dedicate the same to public use.

Section 2- Storm Water Detention. The above reservation is specifically subject to the terms and conditions of a "storm water detention facility drainage easement", as contained within the plat of Saybrook Farms Subdivision Phases II and III.

ARTICLE VIII  
WETLANDS

Declarant does hereby advise and provide notice herein that jurisdiction of wetlands areas (hereinafter referred to as "conservation areas"), are located on Sublot Nos. 6, 7, 8, 28, and 29, and jurisdictional streams are located on Sublot Nos. 10 and 11.

Declarant does hereby advise all Saybrook Farms Subdivision Lot Owners that the jurisdictional conservation areas, regardless of size and jurisdiction stream, require a permit if any owner intends to disturb the above-stated areas in any way. The permit may be obtained from the following:

United States Army Corps of Engineers  
1776 Niagara St.  
Buffalo NY 14207-3199  
(716) 879-4330

Ohio Environmental Protection Agency  
Lazarus Government Center  
P.O. Box 1049  
122 South Front St.  
Columbus OH 43266-1049  
(614) 644-2001

Attached hereto as Exhibit B is a "site plan" with a "bar scale" showing conservation areas and preserve streams in the above-described Saybrook Farms Subdivision Phases II and III.

**ARTICLE IX**  
**GENERAL PROVISIONS**

**Section 1 - Duration.** The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner/Declarant, their respective legal successors, and assigns for a term of the date this Declaration is recorded, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years Unless an instrument signed by the then owners of two-thirds (2/3) of the Sublots and Living Units has been recorded, agreeing to terminate said Covenants and Restrictions.

For purposes of meeting the two-thirds requirement, when Living Units are counted, the Sublot or Sublots upon which such Living Units are situated shall not be counted. provided, however, that no such agreement to terminate shall be effect unless made and recorded one (1) year in advance of the effective date of such change.

**Section 2 - Notices.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post-paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

**Section 3 - Enforcement.** Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 4 - Binding Effect.** Each Grantee accepting a deed, lease or other instrument conveying any interest in a Sublot or Living Unit, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by this Declaration.

**Section 5 - Assignability.** The Declarant, its successors and

assigns, notwithstanding any other provision herein to the contrary, shall at all times have the right to fully transfer, convey and assign all of its rights, title and interest under this Declaration, provided that such transferee, grantee or assignee shall take such rights subject to all obligations also contained herein.

**Section 6 - Amendments.** The terms and conditions of this Declaration may be amended, annulled or waived by an instrument in writing recorded in the public records of **Ashtabula** County, Ohio, in the following manner and subject to the following conditions:

(a) Until such time as Declarant no longer owns any Sublots or Living Units, Declarant shall have the sole right and power of granting waivers to provisions of this Declaration and amending this Declaration provided no such amendment shall materially and adversely affect the value of existing Living Units or shall prevent a Living Unit from being used by the owner in the same manner that it was being used prior to the adoption of such amendment.

(b) After Declarant no longer owns any Sublots or Living Units, an amendment, annulment or waiver of any provision hereof shall be effective if approved at a duly called and held meeting by not less than sixty-six and two-thirds percent (66 2/3%) of the membership in person or by proxy.

(c) In addition to the above, the Declarant shall have the right to amend this Declaration without the consent of any person to correct errors of omission or commission or as required to comply with requirements of any governmental agency or public, quasi-public or private entity, or to bring the Declaration in compliance with applicable laws, statutes and ordinances.

**Section 7 - Severability.** Invalidation of any one of these Covenants or Restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 8 - Word Usage.** Words used herein in the singular shall construed to mean the plural, words used in the plural, the singular, words used in the masculine or neuter, the feminine or neuter, whenever the context so requires.

**Section 9 - Copy of Declaration.** A copy of this Declaration of Covenants and Restrictions shall be furnished to the Purchaser of each Sublot within the Subdivision prior to the sale of a Sublot and receipt thereof shall be acknowledged In the sales agreement.

ARTICLE X  
OIL AND GAS LEASE

Declarant, from and after the recording of the plat for Saybrook Farms Subdivision Phases II and III, shall be responsible for:

- (a) the maintenance of a fifteen-foot or twenty-foot gas line easement;
- (b) obtaining any required releases of surface rights for any premises located within the above-described premises; and
- (c) any required maintenance of the well structure, etc.



IN WITNESS WHEREOF, I have hereunto set my hand this 27<sup>th</sup> day  
of MARCH, 2003.

SANBORN, LTD., AN OHIO LIMITED LIABILITY COMPANY:

*Loreto Iafelice*  
By its Managing Member, Loreto Iafelice

STATE OF OHIO            )  ss.  
                                  )  
COUNTY OF LAKE        )

Before me, a Notary Public in and for said County and State,  
personally appeared **Sanborn, Ltd., an Ohio Limited Liability  
Company, by its Managing Member, Loreto Iafelice**, who  
acknowledged that **he** did sign the foregoing instrument and that  
the same is the free act and deed for said corporation and **his**  
free act and deed personally and as such officer.

In witness whereof, I have hereunto set my official hand and seal  
at Mentor, Ohio, this 27<sup>th</sup> day of  
MARCH, 2003.



*John G. Gallovic*  
Notary Public  
JOHN G. GALLOVIC, Attorney  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date.  
Section 147.03 R. C.

SAYBROOK FARMS HOMEOWNERS ASSOCIATION, INC., AN OHIO NOT-FOR-PROFIT CORPORATION

Loreto Iafelice  
Loreto Iafelice, Trustee

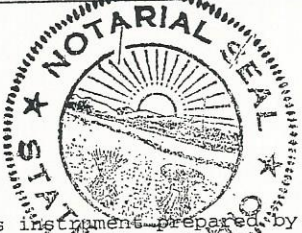
Florence Iafelice  
Florence Iafelice, Trustee

Jennifer Iafelice  
Jennifer Iafelice, Trustee

STATE OF OHIO )  
 ) SS:  
COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State, personally appeared **Saybrook Farms Homeowners Association, Inc., a not-for-profit Corporation, by its Trustees, Loreto Iafelice, Florence Iafelice, and Jennifer Iafelice,** who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed for said corporation and **their** free act **both** personally and as such trustees.

In Witness whereof I have hereunto set my official hand and seal at Mentor, Ohio, this 27<sup>th</sup> day of March, 2003.



John G. Gallovic  
Notary Public  
JOHN G. GALLOVIC, Attorney  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date.  
Section 147.03 R. C.

This instrument prepared by:  
Robert H. Myers, Jr., Esq.  
56 Liberty Street, Suite 302  
Painesville, Ohio 44077  
(440) 357-5134

# EXHIBIT "A"

## DESCRIPTION OF PROPOSED RESIDUAL A OF TRACT NO. 1 OF SANBORN, LTD.

Being part of Ashtabula County Auditor's  
Permanent Parcel No. 48-014-00-039-01 and part of  
Permanent Parcel No. 48-011-00-085-00

Situated in the Township of Saybrook, County of Ashtabula, and State of Ohio and known as being part of two parcels of land conveyed to Sanborn Ltd. by instrument recorded in Volume 117, page 3675 of the Ashtabula County Official Records, said parcels being part of Lots No. 28, 29, and 31 in the Twelfth Township of the Fourth Range in the Connecticut Western Reserve and further bounded and described as follows:

Beginning in the centerline of Sanborn Road, 50.00 feet wide, at its intersection with the centerline of State Route 84 (South Ridge Road), 60.00 feet wide;

Thence North 3°07'30" East along said centerline of Sanborn Road, a distance of 325.72 feet to a point on the northerly line of land conveyed to John L. and Shirley J. Lenart by instrument recorded in Volume 669, Page 892 of the Ashtabula County Deed Records and the principal point of beginning of the following described parcel of land;

COURSE I: Thence North 86°52'30" West along said northerly line of said Lenart, at 25.00 feet passing through an iron pin found in the westerly line of said road, a distance of 517.26 feet to an iron pin set in the easterly line of land conveyed to Lyle R. Stoltz by instrument recorded in Volume 079, Page 5918 of the Ashtabula County Official Records;

COURSE II: Thence North 2°39'20" East along said easterly line of land of said Stoltz, a distance of 37.00 feet to an iron pin found marking the northeasterly corner of said Stoltz land;

COURSE III: Thence North 86°25'00" West along the northerly line of said Stoltz land and along the northerly line of land conveyed to John E. and Joann S. Ekensten by instrument recorded in Volume 103, Page 5452 of the Ashtabula County Official Records a distance of 814.30 feet to an iron pin found in a tile monument in the easterly line of lands conveyed to Robert W. Downes by instrument recorded in Volume 706, Page 471 of the Ashtabula County Records;

C

# EXHIBIT "A"

- COURSE IV: Thence North  $3^{\circ}28'45''$  East along said easterly line of said Downes land, a distance of 1115.68 feet to an iron pin found marking the northeasterly corner of said Downes land;
- COURSE V: Thence North  $86^{\circ}31'25''$  West along the northerly line of said land of Downes, the same being the line between Lot No. 28 and Lot No. 31 in said township, a distance of 894.04 feet to an iron pin found in the easterly line of land conveyed to Robert W. Downes by instrument recorded in Volume 10, Page 4402 of the Ashtabula County Official Records;
- COURSE VI: Thence North  $4^{\circ}01'20''$  East along said easterly line of said Downes' land, a distance of 699.60 feet to an iron pin found in the southerly line of land conveyed to the Norfolk and Southern Railway Company and said point bearing South  $61^{\circ}03'45''$  West a distance of 2604.94 feet as measured along said line from its intersection with the centerline of Sanborn Road;
- COURSE VII: Thence, North  $61^{\circ}03'45''$  East along said southerly line of land of the Norfolk and Southern Railway Company, a distance of 1599.03 feet to its intersection with the westerly line of land conveyed to Barbara Sanborn by instrument recorded in Vol. 105, Page 9558 of the Ashtabula County Official Records, and witnessed an iron pipe found bearing North  $3^{\circ}49'40''$  East a distance of 0.51 feet therefrom;
- COURSE VIII: Thence South  $3^{\circ}49'40''$  West along said westerly line of land of Barbara Sanborn, the same being the line between Lot No. 28 and Lot No. 29 in said township, and passing through an iron pipe found at 418.44 feet, a distance of 418.70 feet to the southwesterly corner of said land of Barbara Sanborn;
- COURSE IX: Thence South  $86^{\circ}39'10''$  East along the southerly line of said Barbara Sanborn land, a distance of 362.94 feet to an iron pipe found marking its intersection with the easterly line of land conveyed to Tom F. and Adelia Coleman by instrument recorded in Volume 99, Page 5972 of the Ashtabula County Official Records;
- COURSE X: Thence South  $3^{\circ}41'30''$  West along said westerly line of said Coleman land and along the westerly lines of lands of Edward F. and Natalie A. Larko (Vol. 082, Pg. 4168) and Oliver and Dorothy A. Lehto (Vol. 378, Pg. 326 and Vol. 387, Pg. 275), a

# EXHIBIT "A"

distance of 800.10 feet to an iron pin set marking the intersection with the southerly line of land conveyed to the aforesaid Lehto.

COURSE XI: Thence South  $86^{\circ}52'30''$  East along the southerly line of land of Lehto, a distance of 302.99 feet to an iron pin set;

COURSE XII: Thence South  $3^{\circ}07'30''$  West along the westerly line of Proposed Parcel Nos. 1, 2, 3, and 4 of Tract 2 of lands conveyed to Sanborn Ltd. by instrument recorded in Volume 117, Page 3675 of the Ashtabula County Official Records, a distance of 433.50 feet to an iron pin set;

COURSE XIII: Thence South  $86^{\circ}52'30''$  East along the southerly line of Proposed Parcel No. 4 of Tract 2 of said Sanborn Ltd. lands, a distance of 200.00 feet to the centerline of Sanborn Road, and passing through at 175.00 feet an iron pin found;

COURSE XIV: Thence South  $3^{\circ}07'30''$  West continuing along said centerline of Sanborn Road, a distance of 60.00 feet to its intersection with the northerly line of Proposed Parcel No. 1 of Tract 1 of lands conveyed to Sanborn, Ltd. by instrument recorded in Volume 117, Page 3675 of the Ashtabula County Official Records;

COURSE XV: Thence North  $86^{\circ}52'30''$  West along the northerly line of Proposed Parcel No. 1 of Tract 1 of said Sanborn, Ltd., a distance of 200.00 feet to an iron pin set in the westerly line of Proposed Parcel No. 1 of Tract 1 of said Sanborn, Ltd., and at 25.00 feet passing through an iron pin set in the westerly right-of-way of Sanborn Road;

COURSE XVI: Thence South  $3^{\circ}07'30''$  West along the westerly line of Proposed Parcel Nos. 1,2,3, and 4 of Tract 1 of said Sanborn, Ltd., a distance of 430.00 feet to an iron pin set in the southerly line of Proposed Parcel No. 4 of Tract 1 of said Sanborn, Ltd., and passing through at 130.00 feet, 230.00 feet, and 330.00 feet iron pins set in the westerly line of the aforesaid Proposed Parcel Nos. 1,2,3, and 4 of said Sanborn, Ltd.;

COURSE XVII: Thence South  $86^{\circ}52'30''$  East along the southerly line of Proposed Parcel No. 4 of Tract 1 of said Sanborn, Ltd., a distance of 200.00 feet to the centerline of Sanborn Road and at 175.00 feet passing through an iron pin set in the westerly right-of-way of Sanborn Road;

# EXHIBIT "A"

COURSE XVIII: Thence South 3°07'30" West continuing along said centerline of Sanborn Road, a distance of 569.37 feet to its intersection with the northerly line of the aforesaid land of Lenart and the principal point of beginning of the parcel of land herein described and containing 78.8183 acres of land, be the same more or less, but subject to all legal highways, as calculated and described from existing records and survey by CT Consultants, Inc. in January, 2000 by Stephen L. Guard, Ohio Professional Surveyor No. 7037 of CT Consultants, Inc., 35000 Kaiser Court, Willoughby, Ohio 44094. *48-011-00-085-00*

And subject to two permanent sanitary sewer easements. One is twenty (20.00 ft.) in width and (60.00 ft. +/-) in length beginning at the southeast corner of Proposed Parcel No. 4 of Tract 2 and bearing South 3°07'30" West and the second is (20.00 ft.) in width and (569.37 ft. +/-) in length beginning at the southeast corner of Proposed Parcel No. 4 of Tract 1 and bearing South 3°07'30" West, over, under, and through the entire land subject to this easement (Premises) as described hereunder, including any sublots or parcels that may in the future be subdivided from this Premises, and running parallel and contiguous to the westerly right-of-way line of Sanborn Road, Saybrook Township, Ohio. This easement is hereby granted from Sanborn Ltd. (Grantor) to the Ashtabula County Board of County Commissioners (Grantees), who itself, or through its duly authorized agents, shall have the exclusive right, in its usual course of business, to inspect, examine, repair, replace, operate, maintain, relocate, reconstruct, or otherwise use said sanitary sewer, with said rights accruing to Grantee upon satisfactory installation of said sanitary sewer by and at the expense of Grantor. The satisfactory installation of the sanitary sewer shall have been proven upon written verification of the Ashtabula County Sanitary Engineer to the Grantor and Grantee; such verification shall at minimum certify the sanitary sewer's fitness for its particular purpose. Grantees shall also have the exclusive right of ingress and egress to and from the Premises for the purpose of exercising any of its easement rights herein granted. Grantee shall at its expense restore the land to its condition as it existed immediately prior to any work performed by Grantee, except that Grantee shall not be responsible for replacing or repairing any permanent structures, fixtures, trees, or other landscaping features which may be located within the Premises in violation of local zoning or subdivision regulations that may have become removed, damaged, or otherwise altered by Grantee as a result of its exercise of its rights as granted under this easement. Grantor shall be held harmless from any liability of Grantee or any injury to Grantee or any agent thereof as a result of Grantee's exercise of its rights as granted under this easement for work performed in Grantee's ordinary course of business, for a period contemporaneous with the duration of this easement.

# EXHIBIT "A"

All pins set are 5/8th inch in diameter, 30 inches in length, with a cap which is labeled "CT Consultants". All iron pins found are 5/8th inch in diameter without a cap. All iron pipes found are 3/4 inch in diameter without a cap.

Bearings used herein are based upon the reported bearing of the centerline of Sanborn Road as contained in deed recorded in Volume 117, Page 3675 of the Ashtabula County Official Records.

Prior Deed Reference: Vol. 117, Page 3675

Stephen L. Guard  
Stephen L. Guard - Reg. Surveyor No. 7037

4/7/00  
Date

DESCRIPTION ACCEPTABLE  
ASHTABULA COUNTY ENGINEER  
By T.M. Date 8-14-00  
PG. 11 B (48) (49)  
PG. 13, 14



Excepting therefrom the following described premises:

Situate in Saybrook Township, County of Ashtabula and State of Ohio:

And known as Sublots 1, 2, and 3 in the Saybrook Farms Subdivision No. 1 as recorded in Plat Vol. 18, Page 20 of Ashtabula County Records of Plats.