

Original

Original

HUDSON PARK ESTATES DEED RESTRICTION NO. 815276 (V5804P475-478)

WHEREAS, the undersigned, Hudson Park Estates, Inc., Woodale Estates Co. and The T Building Company are the owners of land located in Hudson Township, Ohio, which land is described in Exhibit A attached hereto and made a part hereof, and which hereinafter shall be referred to as "land"; and

WHEREAS, the Hudson Township Board of Zoning Appeals, hereinafter referred to as "the Board", on January 10, 1974, granted to the owners a Conditional Zoning Certificate pursuant to the owners' application dated August 17, 1973, for a R-4 Planned Residential Development of the land, which Conditional Zoning Certificate was granted subject to certain conditions as set forth in the Board's decision dated January 10, 1974, and

WHEREAS, on November 23, 1975, the Board approved the owners' drawing of Subdivision No. 1, subject to the conditions set forth in the Board's letter of November 25, 1974, addressed to the owners; and

WHEREAS, one of the conditions in the Board's decision of January 10, 1974, and its approval of Subdivision Number 1 on November 23, 1975, as set forth in its letter of November 25, 1975, provides for the filing of "Deed Restrictions" by the owners to insure the development of the land in accordance with Article VIII-B, Section 8 B.0 through 8 B.07, and Section 17.015 of the Hudson Township Zoning Resolution.

NOW, THEREFORE, in consideration of the premises, the undersigned, record owners of the land, do hereby for themselves, their successors and assigns, impose upon the land the following restrictions, reservations, limitations, covenants and conditions.

1. The land shall be developed as a Planned Unit Development substantially in accordance with the Plot Plan Drawing dated April 30, 1973, and identified as Exhibit B in the Board's decision dated January 10, 1974.

2. The owners shall submit to the Board or its successor for its prior approval any Declaration, Rules, Regulations or By-Laws of any land owner's association, prior to recording same with the Recorder of Summit County. Such Declaration, Rules, Regulations and By-Laws shall be substantially in accordance with Exhibits D and E identified in the Board's decision of January 10, 1974.

3. Any variations in the development of the land from the Plot Plan Drawing referred to above due to engineering requirements, or other conditions beyond the control of the owners, whether such conditions be due to the condition of the land or conditions imposed by any Federal, State or local agency, or political subdivision thereof, shall be submitted to the Board or its successor for their review and approval, which approval shall not be withheld unreasonably.

(8/2/76)

HUDSON PARK ESTATES DEED RESTRICTION NO. 841321 (V5854P539-570)

WHEREAS, the undersigned, Hudson Park Estates, Inc., Woodale Estates Co., and The T Building Company, together with Hudson Park Development, Inc., hereinafter referred to as "owner", with offices at 30559 Pinetree Road, Pepper Pike, Ohio 44124, are the owners of a parcel of land, hereinafter referred to as "the land", which land is described in full in an Instrument recorded in Vol. 3824, Page 431, of the Records of Summit County, Ohio, Recorder's office, which premises are subject to an Instrument Imposing Restrictions on Land" recorded as Instrument Number 815276, in Vol. 5804, Pages 475-478, of the Recorder's Records of Summit County, Ohio, on August 25, 1976.

WHEREAS, in conformity with the requirements of said Instrument, the conditions imposed by the Hudson Township Board of Zoning Appeals and in accordance with the owner's desire to provide for the orderly development of the premises, which premises are referred to as "Hudson Park Estates", and the administration, control, policing and maintenance of the common areas and recreational facilities are defined hereinafter.

NOW, THEREFORE, in consideration of the premises, the owner does hereby declare, grant and impose upon the land, itself and owners of lots in Hudson Park Estates, as hereinafter defined, the following privileges, duties and obligations:

1. Within thirty (30) days from the recording of this Instrument, the owner shall cause to be incorporated a non-profit corporation under the laws of the State of Ohio for the purpose of conveying to said corporation record title of the common areas of Hudson Park Estates other than the area designated for recreational facilities. The corporation will be formed by filing with the Secretary of the State of Ohio Articles of Incorporation, a copy of which are attached as Exhibit A. The corporation shall be governed in accordance with the By-Laws attached hereto as Exhibit B.

2. A plat for each subdivision with Hudson Park Estates shall be submitted to the Hudson Township Board of Zoning Appeals for its approval and to such over governmental bodies or entities whose approval for the subdivision shall be required. Upon approval of the subdivision plat, the owner shall file such plat for record and within thirty (30) days thereafter shall convey the common areas within said subdivision to the Hudson Park Estates Homeowners Association, hereinafter referred to as "Homeowners Association", the corporation which will have been created in accordance with the provisions of the previous article of this Instrument.

The common areas of the subdivision and recreational facilities area shall be substantially in accordance with the Master Plan submitted to the Hudson Township Board of Zoning Appeals with the owner's application requesting rezoning of the land.

Contemporaneously with the conveyance of the common areas of each subdivision, the owner shall file a Declaration with respect to said subdivision in the form attached hereto as C.

3. Until such time as at least one-half (1/2) of the sublots in each subdivision are sold, the owner shall pay all real estate taxes assessed on the common areas of that subdivision and thereafter each lot owner shall be assessed and shall pay his pro rata share of such real estate taxes in accordance with the By-Laws of the Home Owners Association.

4. At such time as one-half (1/2) of the total number of sublots in Hudson Park Estates are fully developed and sold by the owner, or at such earlier time as the owner may determine, the owner shall, at its expense: (a) File with the Secretary of the State of Ohio Articles of Incorporation so as to incorporate a non-profit corporation to be known as "Hudson Park Estates Swim Club", hereinafter referred to as "Swim Club". A copy of the proposed Articles of Incorporation are attached hereto as Exhibit D. The Swim Club shall be governed and administered in accordance with the Code of Regulations, a copy of which are attached hereto as Exhibit E. (b) Construct such recreational facilities which, in the owner's sole discretion, shall be deemed adequate to serve the members of the Swim Club. (c) Convey the premises together with the improvements and appurtenances thereto to the Swim Club free and clear from any lien or assessment. The obligation of the owner to construct the Swim Club facilities shall be subject to the law, rulings and regulations of any governmental authority, board or agency, whether Federal, State, County or local.

5. Each lot owner, irrespective from whom or when he may acquire a lot in Hudson Park Estates, shall become a member of the Homeowners Assoc. and the Swim Club and shall be subject to all of the obligations and entitled to the privileges of a member thereof.

6. Every lot owner shall have a right and easement of enjoyment in and to the common areas, which shall be appurtenant to and shall pass with the title to every lot subject to the provisions of this Instrument and subject to the Code of Regulations and By-Laws of the Swim Club and the Homeowners Association.

7. The owner for each lot owned within the land, hereby covenants and each owner of any lot by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Homeowners Assoc. and Swim Club referred to above all the annual assessments or charges, and special assessments for capital improvements, which assessments and charges shall be established and collected as provided in the Code of Regulations of the Swim Club and the By-Laws of the Homeowners Assoc. Such charges and assessments shall be a continuing lien upon the property of each lot owner and shall also be the personal obligation of the person who was the owner of the property, at the time when said charge or assessment fell due.

8. Any assessment or charge not paid within thirty (30) days after the due date shall bear interest at the maximum legal rate permitted in the State of Ohio at the time when said charge or assessment is levied. The Assoc. may bring an action at law against the owner personally obligated to pay the same or file a lien upon the property and foreclose the lien against the property or avail itself to any other remedy which may exist. No owner may waive or otherwise escape liability for the charges and assessments provided for herein or in the Code of Regulations of the Swim Club or By-Laws of the Homeowners Assoc. by non-use or abandonment of his lot.

9. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

10. The term "Hudson Park Estates" shall be deemed to refer generally to all of the land as described in Exhibit A attached to the Instrument Imposing Restrictions on Land recorded in Volume 5804, Pages 475-478 of the Country Recorder's Records of Summit County, Ohio, on August 25, 1976. 11. The term "owner" shall be deemed to refer to Hudson Park Estates, Inc., Woodale Estates Co., The T Building Company and Hudson Park Development, Inc., or their successors. 12. The term "lot owner" shall be deemed to be any owner of a lot in Hudson Park Estates or its successors. 13. The term "common areas" shall be deemed to be those areas of each subdivision reserved as green or open spaces within each subdivision. 14. The term "Swim Club" shall be deemed to mean that area of Hudson Park Estates reserved for development as recreational facilities and shall include all the improvements and appurtenances thereto. 15. Each exhibit attached hereto shall be deemed to be an integral part of this Instrument as if fully rewritten in the text hereof. (3/17/77)

HUDSON PARK ESTATES DEED RESTRICTION NO. 863306 (V592BP603-606)

WHEREAS, the undersigned, Hudson Park Estates, Inc., Woodale Estates Co., and The T Building Company and The Keyes-Treuhaff Company, together with Hudson Park Development, Inc., hereinafter referred to as "owner," with offices at 30559 Pinetree Road, Pepper Pike, Ohio, 44124, are the owners of a parcel of land, hereinafter referred to as "the land," which land is described in full in an Instrument recorded in Volume 3824, Page 431, of the Records of Summit County, Ohio, Recorder's office, which premises are subject to an "Instrument Imposing Restrictions on Land" recorded as Instrument Number 815276, in Vol. 5804, Pages 475-478 of the Recorder's Records of Summit County, Ohio, on August 25, 1976, and are further subject to an "Instrument Imposing Additional Restrictions on Land" recorded as Instrument No. 841321 in Vol. 5854, Pages 539-570, of the Recorder's Records of Summit County, Ohio, on March 21, 1977, recorded in Plat Book 104, Page 37 of Summit County records. WHEREAS, the owners are desirous of imposing requirements and restrictions to insure the orderly development of the premises and to insure control of the appearances of the premises when developed.

NOW, THEREFORE, in consideration of the premises, the owner does hereby declare, grant and impose upon the land, itself and owners of lots in Hudson Park Estates standards to prohibit the storing or parking of any boat, camper, recreational vehicle, motorcycle, snowmobile, bus, trailer, bike, or any other kind of vehicle or vessel upon the owner's lot or any of the common areas unless such vehicle or vessel is stored in the garage in such a manner that the door of said garage may be closed completely. Nor shall any truck or commercial vehicle remain parked on the owner's lot or on the street abutting any lot in Hudson Park Estates between the hours of 5:00 o'clock p.m. and 7:00 o'clock a.m. Nor shall any lot owner construct an unattached shed, garage or barn or other building upon the owner's lot. Each lot owner shall pay such initiation fee upon becoming a member of the Hudson Park Estates Homeowners Assoc. or the Hudson Park Estates Swim Club, if any, as shall be fixed from time to time. (8/10/77)