



BRUNSWICK CITY COUNCIL AGENDA

Brian Ousley At-Large	Alex Johnson At-Large	Michael Abella Jr. Ward 1	Kenneth Fisher Law Director	Anthony Bales City Manager	Ron Falconi Mayor	Barbara Ortiz Council Clerk	Nicholas Hanek Ward 2	Joseph Salzgeber Ward 3	Anthony Capretta Ward 4	Patricia Hanek At-Large
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Administration Representatives

JANUARY 11, 2016

1. Prayer and Pledge of Allegiance
2. Roll Call of Members
3. Correspondence
4. Approval of regular Council Meeting Minutes dated December 21, 2015 and Special Council Meeting Minutes dated January 4, 2016.
 - (a) Council Meeting Minutes dated December 21, 2015.
 - (b) Special Council Meeting Minutes January 4, 2016
5. Mayor's Report:
 - (a) Recognition of the Brunswick Recreation Center upon its 25th Anniversary;
 - (b) Recognition of Patrick McNamara;
 - (c) Presentation to the Brunswick Food Pantry
 - (d) Presentation from the Brunswick Centennial Lions.
 - (e) Mayor's recommendation to appoint Doreen Hutchinson to the Board of Zoning Appeals;
 - (f) Mayor's recommendation to appoint Abbas Hasan to Planning Commission;
 - (g) Motion to approve the Mayor's recommendation to reappoint Stan Socha to the Volunteer Firefighters Dependents Board;
 - (h) Mayor's Update
6. Clerk of Council's Report
7. Council Committee Reports:

Economic Development.....	Mr. Carl
Services, Utilities, Technology & Cable.....	Mr. Ousley
Finance Committee.....	Mrs. Hanek
Safety & Environment.....	Mr. Johnson
Planning & Zoning Committee.....	Mr. Abella

Parks, Recreation & Community Committee.....Mr. Coleman
Building & Building Code Committee.....Mr. Capretta

8. Other Boards and Commissions

(a) Committee of the Whole Meeting Minutes December 14, 2015

9. Petitions from the Public on Legislation

10. Reading of Legislation and Action on Legislation:

a. 3rd Reading(s)

b. 2nd Reading(s)

c. 1st Reading(s)

ORD. NO. 1-16 - An ordinance rezoning the southern portion of PPN 003-18B-42-006, consisting of approximately 0.77 acres, from the S-R Senior Residence Zoning District to the C-G General Commercial District - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Ken Fisher*)

ORD. NO. 2 -16 - An ordinance amending the Design Guidelines for the Southwest Neighborhood of the Brunswick Town Center Special Planning District No. 2 - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Ken Fisher*)

ORD. NO. 3-16 - An ordinance establishing Section 244.03 of the City of Brunswick Codified Ordinances by establishing the full-time position of Chief Building Official - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Julie Murawski*)

ORD. NO. 4-16 - An ordinance amending Section 1278.02 of the City of Brunswick Codified Ordinances - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Ken Fisher*)

ORD. NO. 5-16 - An ordinance amending specified sections of the City of Brunswick Codified Ordinances in conformity with amendments to Charter adopted by the electorate at the November 3, 2015 General Election - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Ken Fisher*)

11. City Manager's Report

12. Administrative Departments

13. Open Forum
14. Unfinished Business
15. New Business
16. Adjournment

CITY OF BRUNSWICK, OHIO
MINUTES OF COUNCIL
MONDAY, DECEMBER 21, 2015

The regular meeting of Brunswick City Council was called to order by Mayor Ron Falconi at 7:30 p.m. at the Brunswick Municipal Complex.

The Mayor took a moment to recognize Maryann Forbes who passed away last Tuesday. She was the first woman elected to the Brunswick City Council and also the first woman to be elected anywhere in Medina County.

ROLL CALL showed the following Council Members present: Vincent Carl, David Coleman, Anthony Capretta, Alex Johnson, Patricia Hanek, Brian Ousley as well as Mayor Ron Falconi and Council Clerk Barbara Ortiz.

Mr. Carl moved to excuse Mr. Abella for just cause, seconded by Mr. Coleman. Roll Call –Ayes – 6, Mrs. Hanek, Mr. Ousley, Mr. Carl, Mr. Coleman, Mr. Johnson and Mr. Capretta. Nays – 0. Motion Carried.

CORRESPONDENCE: There was none.

APPROVAL OF MINUTES: Mr. Carl moved to approve the Council Meeting Minutes dated December 14, 2015 as written, seconded by Mrs. Hanek. Roll Call – Ayes – 6, Mrs. Hanek, Mr. Carl, Mr. Ousley, Mr. Johnson, Mr. Capretta and Mr. Coleman. Nays – 0. Motion Carried.

MAYOR'S REPORT:

At this time, Mr. Carl moved to remove item (e) under the Mayor's Report from the Council Agenda, seconded by Mr. Johnson. Roll Call –Ayes – 6, Mr. Capretta, Mr. Johnson, Mr. Coleman, Mr. Carl, Mrs. Hanek and Mr. Ousley. Nays – 0. Motion Carried.

Mayor Falconi recognized the Brunswick High School Cheerleaders for their successful season. Also, he recognized Allison Rhoades and Alexis Gemelas of the BEAT for winning a National State Farm Insurance Video Contest on safe driving. In addition, Paul Gnall from State Farm Insurance was recognized for his role he played in this.

Outgoing Vice-Mayor Vince Carl and Councilman Dave Coleman were recognized for their roles on City Council.

CLERK OF COUNCIL'S REPORT: Mrs. Ortiz noted on behalf of Mrs. Zak, herself and their families, they wished everyone a Merry Christmas and the very best of everything for 2016.

COUNCIL COMMITTEE REPORTS:

Economic Development Committee – Mr. Carl moved to approve the formal report dated December 14, 2015 as written, seconded by Mr. Capretta. Roll Call –Ayes – 6, Mr. Johnson, Mr. Coleman, Mr. Carl, Mrs. Hanek, Mr. Ousley and Mr. Capretta. Nays – 0. Motion Carried.

Services, Utilities, Technology & Cable Committee – Mr. Ousley wished to speak about HEAP. HEAP was a Home Energy Assistance Program. Heating assistance was available as temperatures began to fall. The Ohio Development Services Agency and Community Action Wayne and Medina Counties reminded residents that heating assistance was available to households through HEAP until March 31, 2016. The HEAP Winter Crisis Program will provide assistance to eligible households that were threatened with disconnection, have been disconnected or have less than a 25% supply of bulk fuel. They will work with residents to try to assist them with not only the Winter Crisis Program but also with any other energy program. They will try to help the resident save as much money as they can while keeping their homes heated this winter. Individuals interested in receiving winter crisis assistance must have a face to face interview at Community Action Wayne and Medina Counties. There was a toll free number hotline at 800-282-0880. Also, there was more information on Brunswick's website.

In addition, Mr. Ousley had no formal report tonight.

Finance Committee - Mrs. Hanek had no formal report this evening.

Safety & Environment Committee – Mr. Johnson had no report tonight.

Planning & Zoning Committee – In Mr. Abella's absence, Mr. Ousley advised there was no formal report.

Parks, Recreation & Community Committee – Mr. Coleman had no report this evening.

Building & Building Code Committee – Mr. Capretta moved to adopt the formal report dated December 10, 2015 as written, seconded by Mr. Coleman. Roll Call –Ayes – 6, Mr. Carl, Mr. Ousley, Mr. Coleman, Mr. Capretta, Mr. Johnson and Mrs. Hanek. Nays – 0. Motion Carried.

OTHER BOARDS AND COMMISSIONS:

There were no minutes to approve.

PETITIONS FROM THE PUBLIC ON LEGISLATION:

There were none.

READING AND ACTION ON LEGISLATION:

RES. NO. 101-15 – A resolution urging contributions to local food banks- **3rd Reading** (Committee-of-the-Whole, *Brian Ousley*)

RES. NO. 101-15 – Mr. Ousley moved to adopt, seconded by Mr. Coleman. Roll Call – Ayes – 6, Mr. Ousley, Mrs. Hanek, Mr. Johnson, Mr. Capretta, Mr. Coleman and Mr. Carl. Nays – 0. Motion Carried.

Mr. Ousley stated that every year he had this resolution to let people know that the month of January was the least time that people packed the pantry. After the holidays, people often forgot about the needy in the community. He pointed out that there were a lot of needy in the community. He was asking that at the January 11 meeting to pack City Hall with donations. He challenged his colleagues and his new colleagues to see who could bring in the most food and products needed for the food pantry.

RES. NO. 102-15 – An emergency resolution authorizing the City Manager to enter into an agreement with MCPT to provide transit services for one calendar year, from January 1, 2016 through December 31, 2016 – **3rd Reading** (Committee-of-the-Whole, *Administration/Pat McNamara*)

RES. NO. 102-15 – Mr. Carl moved to adopt, seconded by Mrs. Hanek. Roll Call –Ayes – 6, Mrs. Hanek, Mr. Coleman, Mr. Ousley, Mr. Carl, Mr. Capretta and Mr. Johnson. Nays – 0. Motion Carried.

Mr. Bales informed that this was a one year contract with Medina County Public Transit to provide services for Brunswick Transit Alternative. The emergency requirement was necessary due to the fact that the legislation needed to be in place by January 1, 2016 to continue service.

CITY MANAGER'S REPORT:

Mr. Bales reminded everyone that the holiday hours for the City offices, Recreation Center and refuse collection were available on the City's website. The Relay for Life Chili Cook-Off will be on Saturday, January 9, 2016 from 11:00 a.m. to 2:00 p.m. at the Recreation Center. Also, with the growing popularity of drones the City has included information on the website. This was in regard with the federal drone regulations that generally applied to any drone weighing more than one half a pound.

ADMINISTRATIVE DEPARTMENTS:

There were none.

OPEN FORUM:

Wes Mechler of 3714 Bramblewood Drive – Mr. Mechler thanked the administration and the legislative body for giving the residents another successful year in Brunswick. Things have moved forward and improved. There were always things going on behind the scenes to get roads fixed and many things done.

He had contact with two departments within the City on a weekly basis. These were the Brunswick Area Television and the Recreation Center. He has been very happy with both of them and their staff. He also mentioned that as a citizen of the City he really did appreciate the work Mr. Carl and Mr. Coleman did. He was aware they worked more than just Monday night. He also mentioned with Mr. Carl being gone it will be hard for him to tell what season it was because his neck ties won't be here any longer.

He wished everyone a merry Christmas and may there be peace on earth.

UNFINISHED BUSINESS:

There was none.

NEW BUSINESS:

Mr. Carl mentioned the consideration of the Stock Liquor Permit for M&M Corporate Services LLC, DBA Bosaks & Patio, located at 1149-51 Pearl Road, Brunswick, Ohio 44112.

Council had no objections to this Stock Liquor Permit.

Mr. Carl moved to schedule a Special Council Meeting on January 4, 2016 at 6:45 p.m. for the organizational meeting and to waive notification, seconded by Mr. Ousley. Roll Call –Ayes – 6, Mr. Carl, Mr. Coleman, Mr. Capretta, Mr. Johnson, Mrs. Hanek and Mr. Ousley. Nays – 0. Motion Carried.

At this time, Mr. Carl wished everyone a happy New Year and a merry Christmas.

Mr. Coleman also wished everyone a merry Christmas and a happy New Year.

Mr. Johnson noted that it has been a very emotional evening. He said that on behalf of City Council they will miss Mr. Carl and Mr. Coleman deeply. He has enjoyed his time working alongside them. He asked who else would run for office and knew with some certainty that you would upset at least 50% of the people they worked with. He noted that they really needed to be congratulated for doing a fine job for the residents. He was sure they will still continue to keep Council in check as citizens. He ended with wishing everyone a merry Christmas and a happy New Year on behalf of the Johnsons.

Mr. Ousley added a merry Christmas and happy New Year from the Ousleys.

Mrs. Hanek thanked Mr. Carl and Mr. Coleman for their service and dedication. She noted that she has known Mr. Carl for a very long time and has been on Council twice as long as she has been on Council. He has always been an integral part of Council and has always looked out for the residents of Ward 2. She wished him well and thanked him for his service.

On behalf of his wife, Geny, and his children, Mayor Falconi wished everyone a very merry Christmas and a prosperous and healthy 2016.

ADJOURN:

Mr. Carl moved to adjourn, seconded by Mr. Coleman. Roll Call –Ayes – 6, Mrs. Hanek, Mr. Carl, Mr. Ousley, Mr. Johnson, Mr. Capretta and Mr. Coleman. Nays – 0. Motion Carried.

There being no further business, the meeting adjourned at 8:05 p.m.

Respectfully submitted,



Barbara J. Ortiz, CMC
Clerk of Council

Mayor Ron Falconi

Adopted

CITY OF BRUNSWICK, OHIO
MINUTES OF SPECIAL COUNCIL MEETING
MONDAY, JANUARY 4, 2016

The Special Council Meeting was called to order by Mayor Ron Falconi at 6:45 p.m. at the Brunswick Municipal Complex.

ROLL CALL showed the following Council Members present: Nicholas Hanek, Joseph Salzgeber, Michael Abella Jr., Anthony Capretta, Alex Johnson, Patricia Hanek, Brian Ousley, and Mayor Ron Falconi and Council Clerk Barbara Ortiz.

CORRESPONDENCE: There was none.

MAYOR'S REPORT: There was none.

CLERK OF COUNCIL'S REPORT: There was none.

COUNCIL COMMITTEE REPORTS: There was none.

OTHER BOARDS AND COMMISSIONS: There was none.

READING AND ACTION ON LEGISLATION: There was none.

CITY MANGER'S REPORT:

Mr. Bales reminded that on Saturday, January 9 from 11:00 – 2:00 p.m. the Relay for Life Chili Cook-Off was at the Recreation Center. Also, the City will participate in Leadership Medina County's Local Government and Safety Forces Expo on January 13, 2016.

Interviews will begin with six candidates for the Services Director on Wednesday and Thursday of this week.

ADMINISTRATIVE DEPARTMENTS: There was none.

OPEN FORUM: There was none.

NEW BUSINESS:

a. Discussion and Motion to appoint the Vice Mayor of Council.

Mr. Johnson moved to appoint Councilwoman Hanek as the Vice Mayor of Council, seconded by Mr. Capretta. Roll Call – 6 Ayes, Mr. Hanek, Mr. Ousley, Mr. Johnson, Mr. Abella, Mr. Capretta and Mr. Salzgeber. Nays – 0. Abstain – 1, Mrs. Hanek. Motion Carried.

b. New vice Mayor to pick Vice Mayor Pro Tem of Council.

Mrs. Hanek thanked everyone for their vote of confidence. She would like to appoint Alex Johnson as Vice Mayor Pro Tem of Council. She also passed out sheets for the Council Members to write down their request for preference of committee assignments. She asked that they be returned by the end of the week.

c. Review of Council Rules for any changes 2015-2016

Mr. Fisher pointed out that any revisions must be finalized by the third regular meeting which would be the February 8 meeting per the Charter. There was time to review the rules and make suggestions. The date to finalize would be Monday, February 8.

Mr. Ousley brought up with the Charter change wouldn't the new title of Vice Mayor be President of Council and will it be noted in the Council Rules.

Mr. Fisher clarified that it was Vice Mayor/President of Council. It was changed by a "slash."

Mr. Ousley also brought up that on page 11 under "Notice of Vacancy" perhaps notification should also be placed in the *Post* newspaper.

The Mayor agreed that it probably should be in the *Post* as well.

Mr. Fisher suggested that everyone should review the Council Rules and give their thoughts and suggestions to Mrs. Ortiz. Mrs. Ortiz can put it together and get it to Mr. Fisher and City Manager for review. Everyone's efforts could be coordinated and in final form by February 8.

Mrs. Ortiz suggested that everyone have their thoughts or changes to her by the end of January to have time to compile the changes.

d. Discussion of Flooding Projects

Mr. Bales stated this was a follow-up request from Mr. Abella's e-mail. He noted that the staff was getting information together and will finalize the costs for 2015, in particular the catch basin program. The City had all the receipts and invoices from the contractor and they were being reviewed by QCI. As soon as those were finalized they will have a final number for 2016. More importantly, meetings should start to decide what projects were needed in 2016.

Mr. Abella stated he was not only looking for the catch basin update as to where the City was but also the amount of funding money that will be broken down into wards to have a head start. One of the things that happened when a project was decided upon was all the permits and required things took time. He has a project that started in late 2014 and it was supposed to be

for 2015. The permits just became available near 2016. He mentioned they all had projects that were not accomplished or that were third or fourth on their list. He wanted to see where everyone stood on this and to get started up front to get it accomplished within the year. Also, he wondered if the street resurfacing can be done earlier in the middle of summer or as early as possible. He stressed that they will need to know the overall dollar figure to know what to work with.

Mr. Bales advised that they will try to have this ready by Monday for the next meeting.

Mr. Ousley pointed out that if the City knew they were going to do these big projects like Grafton Road, why the money could not be up front to push these projects before school started in the fall. Most of these projects did not start until school started in the fall. Everyone was up in arms because traffic was down to one-way.

Mr. Bales noted that the City also had cash flow considerations with the street funding and the storm water funding. These funds were not collected all at one time; they came in throughout the year. Once the final number was calculated from 2015 those numbers will be given to Council. The staff will meet with everyone to figure out what projects to work on. The projects would have to be compared to the funding to make sure it can be paid.

Mr. Abella suggested the new Vice Mayor can set up the meetings, such as for storm water management.

ADJOURNMENT:

Mr. Abella moved to adjourn, seconded by Mrs. Hanek. Roll Call –Ayes – 7, Mr. Abella, Mrs. Hanek, Mr. Ousley, Mr. Hanek, Mr. Salzgeber, Mr. Johnson and Mr. Capretta. Nays – 0. Motion Carried.

There being no further business, the meeting adjourned at 7:56 p.m.

Respectfully submitted,

A handwritten signature in blue ink that reads "Barbara J. Ortiz, CMC". The signature is fluid and cursive, with the initials "CMC" written in a slightly larger, more distinct font at the end.

Barbara J. Ortiz, CMC
Clerk of Council

Mayor Ron Falconi

Adopted

SAFETY & ENVIRONMENT COMMITTEE MEETING

December 14, 2015

IN ATTENDANCE: Chairman Alex Johnson, Committee Member Anthony Capretta, Committee Member Dave Coleman, Michael Abella Jr., Patricia Hanek, Brian Ousley, Vince Carl, Chief Jim Baird, Law Director Kenneth Fisher, Service Director Patrick McNamara, Finance Director Todd Fischer, Administrative Services Julie Murawski, Council Clerk Barbara Ortiz, Residents, News Media.

The meeting convened at 6:30 p.m.

REVIEW LEGISLATION:

RES. NO. 106-15 – A resolution authorizing the City Manager to purchase a new ambulance for the Division of Fire and Rescue from Horton Emergency Vehicles, in an amount not to exceed \$250,000

Chief Baird advised this legislation authorizes the purchase for a replacement squad through Horton Emergency Vehicles. This purchase will replace a 2004 International that was aging significantly, has been running up in maintenance costs, and has over 100,000 miles, and well over that in engine hours.

Chief Baird asked for one reading and a thirty day waiting period, the reason for the time frame was due to the limited number of this particular chassis available and sometime in 2016 the chassis will be taken out of service and replaced with a different power train and a different diesel engine, the Administration would like to have the same engine and drive train across the board.

Chief Baird advised the funds were available in the 2016 budget.

Mr. Johnson clarified that Chief Baird was looking for a first reading and a thirty day waiting period.

Mr. Fisher understood the first reading was tonight, a second reading December 21, and into January for the third reading when the funds can be expended.

Mr. Fischer indicated by law the funds will be available January 1, 2016.

It was noted by Mr. Capretta it was not going for three readings.

Chief Baird was told there would be one reading and then a thirty day waiting period.

To that, Mr. Carl indicated that was not how it worked.

It was pointed out by Mrs. Hanek that the legislation was not written as an emergency.

Mr. Fisher advised the legislation can be introduced on the first reading and the law department can amend the legislation. He noted there was a glitch in the system on another piece of legislation tonight which was to be an emergency, and this could have been the same.

Chief Baird explained the importance of passage with one reading, a letter of understanding had to be signed that the legislation was passed so the chassis will be held and guaranteed.

Mr. Fisher suggested going ahead with the legislation as is then the law department will amend the legislation and put in the emergency clause for the next Council meeting, the legislation can be introduced tonight and the emergency clause will be added for the next meeting.

Mrs. Ortiz did not understand why it could not be read and adopted tonight.

To that, Mr. Fisher noted because there was no emergency clause written in the legislation.

Mrs. Ortiz indicated it did not have to be an emergency if you wait a month for the funds in January, and it can be left as is.

Mr. Fisher advised if passed tonight on a nonemergency with suspension the rules, it would take effect January 13, thirty days from tonight.

Mr. Fischer noted from a finance standpoint the budget is available on January 1.

Mr. Coleman moved this resolution to tonight's Council Agenda of December 14, 2015 with suspension of the rules. Vote – 3 Ayes, 0 Nays.

RES. NO. 107-15 – An emergency resolution authorizing the City Manager to purchase turnout gear for the Division of Fire and Rescue from Phoenix Safety Systems in an amount not to exceed \$70,000

Chief Baird advised this resolution authorizes the City Manager to enter into a contract with Phoenix Safety Systems for the purchase of turnout gear for the entire department. He noted this is a state bid; for 28 sets and helmets. The expiration date on the current gear is February 2016.

Mr. Capretta moved this resolution to tonight's Council Agenda of December 14, 2015 as an emergency with suspension of the rules. Vote – 3 Ayes, 0 Nays.

GENERAL DISCUSSION:

There was none.

ADJOURNMENT:

There being no further business, Mr. Coleman moved to adjourn at 6:40 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,

Alex Johnson
Chairman

PLANNING AND ZONING COMMITTEE

December 14, 2015

IN ATTENDANCE: Chairman Michael Abella Jr., Committee Member Vince Carl, Committee Member Brian Ousley, Community & Economic Development Director Grant Aungst, Patricia Hanek, Anthony Capretta, Dave Coleman, Alex Johnson, Law Director Kenneth Fisher, Council Elect Joseph Salzgeber, Council Elect Nick Hanek, Council Clerk Barbara Ortiz, News Media.

The meeting convened at 6:21 p.m.

REVIEW LEGISLATION:

ORD. NO. 105-15 – An ordinance amending Chapter 1270 (Tables A, B, and C, Basic Design and Regulatory Elements) of the City of Brunswick Codified Ordinances to increase the maximum height of ground signs to 7 feet with a maximum exposed base height of 2 feet

Mr. Abella noted after the first reading the legislation will be moved to Planning Commission for a public hearing, which will be done on the Council Floor.

Mr. Fisher explained this legislation is increasing the maximum height of the ground sign from five to seven feet and also increasing the maximum base from one to two feet. He further explained on the Council Floor the legislation will be moved to a second reading and referred to the Planning Commission for a public hearing.

Mr. Ousley moved this ordinance to tonight's Council Agenda of December 14, 2015 for three readings. Vote – 3 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. Aungst advised at the request of the committee he spoke with the local business community and came up with a reasonable number so as not to bog down the process with the Planning Commission, instead the businesses would go through the Building Department for permits. After talking to twenty different businesses in the community the average number came out to \$75,000.00 based on costs of labor and materials. He explained if a project was \$75,000.00 or less it would go to the Building Department instead of going in front of the Planning Commission, if any issues come up that could not be answered by the Building Department it would then be referred to the Planning Commission.

Mr. Fisher wanted to make sure this did not require a Charter amendment.

Mr. Aungst mentioned there were ranges from as low as \$50,000.00 up to \$150,000.00 and after discussions the number was settled at \$75,000.00.

Mr. Carl had no issues with the number and noted it was not cheap when doing something with an industrial building. Mr. Carl also mentioned the business has to stay within the footprint or they have to come before the Planning Commission.

There was some discussion about site improvements versus additions, Mr. Fisher noted that was an important distinction, which has to be verified and clarified in legislation.

Mr. Carl mentioned the Planning Commission was the one that asked for this and they will be happy to see it.

Mr. Aungst noted the businesses and community members he spoke with were positive about this.

Mr. Abella asked if there were any other communities doing something similar and if the Administration could check on what value they go on and to make sure nothing was missed.

ADJOURNMENT:

There being no further business, Mr. Ousley moved to adjourn at 6:30 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,

A handwritten signature in black ink, reading "Michael Abella, Jr.", is displayed on a light gray rectangular background.

Michael Abella, Jr.
Chairman

PLANNING AND ZONING COMMITTEE

December 17, 2015

IN ATTENDANCE: Chairman Michael Abella Jr., Committee Member Vince Carl, Committee Member Brian Ousley, Community & Economic Development Director Grant Aungst, City Manager Anthony Bales, Planning & Zoning Coordinator Pam Plavecski.

The meeting convened at 6:27 p.m.

DISCUSSION TO ALLOW SMALLER PROJECTS TO BE REVIEWED BY CITY ENGINEER AND CBO INSTEAD OF GOING THROUGH PLANNING COMMISSION:

Mr. Aungst advised after reviewing this process with a number of business owners within the industrial parks and elsewhere a dollar range of \$75,000.00 was consistent, this is for projects on property that still need permitting and will go through the proper channels within the City but would not necessarily have to go through the Planning Commission so not to tie up their valuable time on smaller projects.

Mr. Aungst noted there was a range as low as just under \$50,000.00 and as high as \$150,000.00. He commented in today's day and age if a business blacktops an existing sizeable parking lot it could cost upwards of \$30,000.00.

Mr. Abella asked the committee about adding in a provision in the legislation so at any time when the Chief Building Official (CBO) feels overwhelmed due to the complexity of a project it can be referred to the Planning Commission.

In response Mr. Aungst indicated that could absolutely be done, he thought that was a good idea.

Mr. Carl commented the idea of this process is to make it easy on the businesses and make it easier on the Planning Commission for projects that should really not have to go through them.

Mr. Abella interjected if the project is under \$75,000.00, but is very complex, and the CBO feels he needs more expertise he can refer it to the Planning Commission. He noted it will be the decision of the CBO to refer the project to the Planning Commission.

Mrs. Plavecski suggested verbiage; that at the discretion of the Chief Building Official a project may be referred to the Planning Commission for review.

The committee and Mr. Aungst were all in agreement with the verbiage.

Mr. Aungst concurred with Mr. Abella on the fact that if a project is complex it was wise to refer it to the Planning Commission.

Mrs. Plavecski asked if the committee wanted it at the discretion of the CBO and City Engineer.

After a short discussion the committee determined it would be at the discretion of the Chief Building Official.

The committee discussed the dollar amount; Mr. Ousley felt \$75,000 was too high however the other members of the committee felt the dollar amount was fair for an industrial building.

The committee discussed the current code which stated any changes to the approved site plan had to go before the Planning Commission. Mr. Abella asked for clarification as to what would define when a project has to go in front of the Planning Commission with the code change. It was noted anything over \$75,000 dollar amount would have to go to the Planning Commission. It was also noted any project being done has to have a permit, and it was reiterated at the discretion of the CBO a project can be referred to the Planning Commission.

Mr. Carl moved for the law department to draft legislation. Vote – 3 Ayes – 0 Nays.

GENERAL DISCUSSION:

There was none.

ADJOURNMENT:

There being no further business, Mr. Carl moved to adjourn at 6:40 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,

A handwritten signature in black ink, reading "Michael Abella, Jr.", is displayed on a light gray rectangular background.

Michael Abella, Jr.
Chairman

COMMITTEE OF THE WHOLE MEETING

December 14, 2015

IN ATTENDANCE: Vice Mayor Vince Carl, Patricia Hanek, Brian Ousley, Michael Abella Jr., Alex Johnson, Anthony Capretta, Dave Coleman, City Manager Anthony Bales, Law Director Kenneth Fisher, Service Director Patrick McNamara, Finance Director Todd Fischer, Administrative Services Julie Murawski, Council Clerk Barbara Ortiz, News Media, Residents.

The meeting convened at 6:40 p.m.

Mr. Carl informed the committee two discussion items have been removed from tonight's agenda; the discussion of a resolution officially adopting a new City Logo, and the discussion of the Natural Gas Municipal Aggregation Proposal.

Mr. Carl advised there was a glitch in the new software and the informational items did not print for these discussion items.

MOTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A TWO (2) YEAR CONTRACT WITH DS BENEFITS GROUP FOR CONSULTING SERVICES IN ASSISTING THE CITY IN MANAGING ITS GROUP HEALTH AND WELFARE PLANS, EFFECTIVE JANUARY 1, 2016 THROUGH DECEMBER 31, 2017

Mrs. Murawski advised the City has used the assistance of DS Benefits Group for many years to assist with negotiations of health insurance. The DS Benefits Group has been instrumental in negotiating the best rates possible for health insurance. Mrs. Murawski stated they have more than paid for themselves over the years, and they are a great value for the City.

It was noted by Mrs. Murawski the last insurance renewal originally came in at 28% and with the expertise of DS Benefits Group they were able to negotiate the renewal rate down to an increase of 7.5%, and that was a ballpark savings of \$300,000.00 to \$400,000.00. It was noted DS Benefits Group has not increased their annual rate of \$20,000 dollars since 2006.

Mrs. Hanek moved to authorize the City Manager to enter into a two (2) year contract with DS Benefits Group for consulting services in assisting the City in managing its group health and welfare plans effective January 1, 2016 through December 31, 2017. Vote – 7 Ayes, 0 Nays.

REVIEW LEGISLATION:

RES. NO. 104-15 – An emergency resolution opposing the passage of House Bill 394 by the Ohio General Assembly

Mr. Ousley explained House Bill 394 is the Unemployment Bill that was brought forward by Representative Barbara Sears out of Toledo. This bill would take what now is twenty six weeks of unemployment and drop it down to twelve weeks. He advised the devastation will be in the

construction industry, since there are times people are laid off up to six months, taking it down to twelve weeks people will run out of money. Mr. Ousley noted he is in the construction business and has been laid off and used the twenty six weeks and the thirteen weeks of extensions. Mr. Ousley asked his colleagues to get behind him and the other municipalities that were in opposition of this bill.

Mr. Capretta asked Mr. Ousley for a copy of House Bill 394; however Mr. Ousley did not have a copy at this time.

Mr. Abella thought it was twelve to twenty weeks depending on the unemployment levels. He also asked about mandatory drug testing in the bill. Also he mentioned the Senate was looking to make some changes to House Bill 394.

In response Mr. Ousley noted the Senate was currently in recess.

Mr. Abella noted if this resolution passes and the Senate makes changes Council may be alright with the changes and this legislation is in opposition.

Mr. Ousley stated the opposition is for the way the bill is currently written.

Mr. Ousley moved this resolution to tonight's Council Agenda of December 14, 2015 as an emergency with suspension of the rules. Vote – 7 Ayes, 0 Nays.

ORD. NO. 108-15 – An ordinance authorizing the City Manager to enter into an agreement with the Greater Cleveland Regional Transit Authority for the purpose of accepting 2015 unserved area formula funds in the amount of \$147,060.00 and authorizing the City Manager to enter into an agreement with Myers Equipment Corp for the purchase of three (3) 2016 Ford Eldorado Aerotech Passenger Buses in an amount not to exceed \$184,575.00

Mr. McNamara advised this ordinance authorizes the City Manager to enter into an agreement accepting the award of \$147,060.00 and also authorizes the City Manager to enter into an agreement for the purchase of three buses in an amount not to exceed \$184,575.00.

Mr. Carl pointed out the legislation in front of Council was amended to add the emergency language due to the time element for the end of the year.

Mr. McNamara explained the funds were applied for back in December 2014, in May 2015 he went to the transit council asking where the money was; and he was advised there was a budget process to go through.

Mr. Ousley commented the buses have been a long time coming.

On behalf of the residents Mr. Johnson acknowledged Mr. McNamara for all his work in getting the new buses, he concurred with Mr. Ousley it has been a long time coming.

Mr. Ousley moved this ordinance to tonight's Council Agenda of December 14, 2015 as an emergency with suspension of the rules. Vote – 7 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. McNamara commented it has been his pleasure to serve with everyone and he wished everyone the best in the future.

With the retirement of Mr. McNamara as Service Director; Mr. Bales asked to speak about the replacement process.

Mr. Bales advised the position has been advertised, resumes have been received, and he was in the process of going through them. He noted with the upcoming holidays he will start interviewing for the position sometime in January, and was hoping to have a replacement by March 1.

Mr. Bales advised the interim Service Director will be Ryan Lutz.

ADJOURNMENT:

There being no further business, Mr. Ousley moved to adjourn the Committee of the Whole meeting at 6:57 p.m. Vote – 7 Ayes, 0 Nays.

Respectfully submitted,



Valerie Zak
Assistant Clerk of Council

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 01/11/2016

TO: Vice Mayor Vince Carl and Members of City Council

FROM: Anthony J. Bales, City Manager
Grant Aungst, Community and Economic Development Director

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 1-16** - An ordinance rezoning the southern portion of PPN 003-18B-42-006, consisting of approximately 0.77 acres, from the S-R Senior Residence Zoning District to the C-G General Commercial District - **1st Reading** (To be brought from Committee-of-the-Whole, Administration/Ken Fisher)

BACKGROUND: On December 17, 2015, the Planning Commission voted to recommend approval to City Council of the proposed rezoning of the southern portion of the property known as Permanent Parcel #003-18D-06-099, consisting of an approximate 0.77-acre parcel, from the S-R Senior Residence Zoning District to the C-G General Commercial Zoning District to enable more viable use of the property.

**PURPOSE AND
EXPLANATION:**

**IMPLEMENTATION
SCHEDULE:**

**FINANCIAL
INFORMATION:**

**FINANCIAL
SUMMARY:**

**RECOMMENDED
ACTION:**

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	No
Suspension of Rules	No

If emergency or suspension of the rules, why the request?
Three readings

ADDITIONAL

INFORMATION:

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 1-16

BY: Committee-of-the-Whole

AN ORDINANCE REZONING THE SOUTHERN PORTION OF PPN 003-18B-42-006, CONSISTING OF APPROXIMATELY 0.77 ACRES, FROM THE S-R SENIOR RESIDENCE ZONING DISTRICT TO THE C-G GENERAL COMMERCIAL ZONING DISTRICT.

WHEREAS: Upon application of the property owner, on December 17, 2015, the Planning Commission held a public hearing on the requested rezoning; and

WHEREAS: On December 17, 2015, the Planning Commission voted to recommend approval to City Council of the proposed rezoning of the southern portion of the property known as PPN 003-18D-06-099, consisting of approximately 0.77 acres, from the S-R Senior Residence Zoning District to the C-G General Commercial Zoning District.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That upon application of the property owner, the southern portion of the property known as PPN 003-18B-42-006, consisting of approximately 0.77 acres, as shown on Exhibit "A" attached hereto, is hereby rezoned from the S-R Senior Residence Zoning District to the C-G General Commercial Zoning District.

SECTION 2: Upon the effective date of this Ordinance, the City Engineer shall cause the Official Zoning Map of the City of Brunswick to be revised to reflect such rezoning.

SECTION 3: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Barb Ortiz



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Tx:8083992

2015OR022447

COLLEEN M. SWEDYK
MEDINA COUNTY RECORDER
MEDINA, OH

RECORDED ON
10/08/2015 10:47 AM

REC FEE: 572.00
PAGES: 71
DOC TYPE: DECLAR

2015 PL 000046

MEDINA COUNTY RECORDER

COLLEEN M. SWEDYK

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THIS IS THE FIRST PAGE OF THIS DOCUMENT)

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS
FOR
DREES SOUTHLAKE NEIGHBORHOOD OF BRUNSWICK
TOWN CENTER SUBDIVISION**

This instrument prepared by:

Tina M. Donnelly, Esq.
Aronoff, Rosen & Hunt
2200 U.S. Bank Tower
425 Walnut Street
Cincinnati, Ohio 45202
(513) 241-0400

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EXHIBITS

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- "B" - Articles of Incorporation
- "C" - By-Laws

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR**

**DREES SOUTHLAKE NEIGHBORHOOD OF BRUNSWICK
TOWN CENTER SUBDIVISION**

THIS DECLARATION is made this 22 day of SEPTEMBER, 2015, by The Drees Company, a Kentucky corporation, hereinafter sometimes referred to as the "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property to be known as Drees Southlake Neighborhood of Brunswick Town Center Subdivision (the "Subdivision"), more particularly described in Exhibit "A" attached hereto and desires to create thereon a residential community consisting of single-family residences, with permanent Common Elements for the benefit of said community. The subdivision shall commonly be known as "Southlake"; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said Common Elements; and to this end, desires to subject the real property described in Exhibit "A" attached hereto to the provisions of O.R.C. §5312 and the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said Property and the Owners thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an Association to which should be delegated and assigned the powers and duties of maintaining and administering the Common Elements and administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed Drees Southlake Neighborhood of Brunswick Town Center Homeowners Association, Inc., as a non-profit Ohio corporation for the purpose of carrying out the powers and duties aforesaid;

NOW, THEREFORE, the Declarant hereby declares that all of the Properties described in Exhibit "A" attached hereto shall be held, sold and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, and any subdivision plat which includes the Property, which are for the purpose of protecting the value

and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

The words in this Declaration which begin with capitalized letters, other than words which would be normally capitalized, unless the context otherwise requires, shall have the same meanings as the definitions of those words in this Article I.

1.1 "Articles" shall mean those Articles, filed with the Secretary of the State of Ohio, incorporating Drees Southlake Neighborhood of Brunswick Town Center Homeowners Association, Inc. as a corporation not for profit under the provisions of the Ohio Revised Code, as the same may be amended from time to time. A true copy of the Articles as shown in Exhibit "B" is attached hereto and made a part hereof.

1.2 "Association" shall mean and refer to Drees Southlake Neighborhood of Brunswick Town Center Homeowners Association, Inc., its successors and assigns.

1.3 "Board" shall mean the Board of Trustees of the Association, which shall also be known as the "Board of Trustees".

1.4 "Builder" shall mean and refer to any party (including the Declarant) who acquires one (1) or more developed lots from the Declarant for the purpose of resale to an Owner or for the purpose of constructing improvements thereon for resale to an Owner.

1.5 "By-Laws" shall mean the By-Laws of the Association, as the same may be amended from time to time. A true copy of the By-Laws as shown on Exhibit "C" is attached hereto and made a part hereof.

1.6 "Common Elements" shall mean and refer to subdivision entrance walls, signs, islands, landscape mounds, fences, storm water facilities, public sidewalk, and landscaping constructed for the common use and enjoyment of the Owners, and such areas designated as "common elements" or "open space" on the record plat or plats for the Property. Common Elements may be situated in easements created for the benefit of the Association.

1.7 "Conservation Easement" shall mean and refer to the easement agreement entitled "Deed and Agreement of Conservation Easement Brunswick Town Center" dated October 21, 2004, which has been executed by the Medina County Park District, as "Grantee" therein, and the City of Brunswick as "Grantee" therein, which easement has been recorded October 26, 2004 as Instrument No. 2004OR042077 in the records of the Medina County

Recorder, and which is intended to burden wetland areas adjacent to and/or within the Property as described therein.

1.8 "Declarant" shall mean and refer to The Drees Company, a Kentucky corporation, its successors and assigns if such successors or assigns should acquire all unsold Lots and/or properties.

1.9 "Declarant Control Period" shall mean and refer to the period of time that the Declarant may exercise special declarant rights as more fully set forth in Article XII, including but not limited the appointment, removal and reorganization of Members of the Board of Directors and the officers of the Association.

1.10 "Design Guidelines" shall mean and refer to the Design Guidelines that are those architectural and planning design guidelines entitled "Brunswick Town Center Special Planning District Number 2" approved by the Brunswick City Planning Commission on June 27, 2002 as may be amended. The Design Guidelines set forth design and architectural standards for construction within the Subdivision, including additions to and changes to the Living Units within the Property. A copy of the Design Guidelines is available for inspection at the City or on-line at www.brunswick.oh.us.

1.11 "Design Review Committee" shall mean and refer to the Design Review Committee created by this Declaration and granted original jurisdiction to review and approve or disapprove exterior and structural improvements, landscaping, additions and changes within the Property.

1.12 "Development Period" shall mean the period commencing on the date on which this Declaration is recorded and terminating on the earlier of: (a) December 31, 2025 or (b) the day next following the day on which the Declarant owns no part of the Property.

1.13 "Living Unit" shall mean and refer to a building situated on a Lot designated and intended for use and occupancy as a residence by a single family.

1.14 "Lot" shall mean and refer to any parcel of land upon any recorded subdivision plat of the Properties.

1.15 "Member" shall mean any one of those Owners who are Members of the Association as provided in Article IV hereof.

1.16 "Occupant" shall mean and refer to any person in possession of a Lot or Living Unit whether or not such possession is lawful and shall include, but not be limited to, an owner's family member, guests, invitees, tenants and lessees.

1.17 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.18 "Properties" or "Property" shall mean and refer to that certain real property hereinbefore described.

1.19 "Rules" shall mean and refer to rules and regulations that govern the operation and use of the Living Units, including the Common Elements and any other property owned by the Association, as such rules and regulations may be adopted from time to time by the Board or the Design Review Committee to implement and carry out the provisions and intent of this Declaration.

1.20 "Single Family Residence" shall mean and refer to any detached single-family residence designated and intended for use and occupancy as a residence by a single family.

1.21 "Storm Water Facilities" shall mean and refer to storm sewers, storm sewers swales, streams, ditches, catch basins, drainage lines, man holes and detention and retention basins situated on storm sewer easements or drainage easements encumbering certain of the Lots or Common Elements as designated on the record plat or plats for the Property and maintained by the Association, the Owner or appropriate governmental authorities for the common use and enjoyment of the Owners.

1.22 "Trustee" and "Trustees" shall mean that person or those persons serving, at the time pertinent, as a Trustee or Trustees of the Association, and shall mean that same person or those persons serving in the capacity of a member of the Board of Trustees of the Association. Such individuals shall also be known as "Directors".

ARTICLE II

PROPERTY DEVELOPMENT

2.1 Property Subject to Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the City of Brunswick (the "City"), County of Medina, State of Ohio, and is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

2.2 Additional Common Elements. Declarant shall have the right, from time to time during the Development Period, to convey to the Association for nominal or other appropriate consideration, and the Association shall accept conveyance of any property or interest in property owned by Declarant along with any structure, improvement, or other facility including

related fixtures, equipment and furnishings located thereon. Upon conveyance of such property, the property shall constitute Common Elements as designed by Declarant.

Notwithstanding any other provision of this Declaration, Declarant does not warrant or represent that any recreational facilities will be constructed by or on behalf of Declarant.

ARTICLE III

PROPERTY RIGHTS

3.1 Owner's Right of Enjoyment. Every Owner and, in the case of rented Lots, such Owner's tenants, shall have a right to an easement for the enjoyment of, in, and to the Common Elements, and such right and easement shall be appurtenant to and shall pass with title to every Lot, subject to the following:

(a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Elements.

(b) The right of the Association to suspend the voting rights by any owner for any period during which any assessment against a Lot remains unpaid and for a period not to exceed sixty (60) days from any infraction of the rules and regulations established by this Declaration, or by the Board of the Association from time to time.

(c) The right of the Association to dedicate or transfer all or any part of the Common Elements to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration.

(d) Easements and restrictions of record.

(e) The right of the Association or the Declarant to grant additional easements over the Common Elements as provided in Section 3.5.

(f) The right of the Association to dedicate or transfer all or any parts of the Common Elements to any public agency, authority or utility for such purposes and subject to conditions as may be agreed to by the Board. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been signed by two-thirds of the Members and has been recorded with the Medina County Recorder.

3.2 Reservation of Easements. The Declarant shall have and hereby reserves easements in favor of itself, its successors and assigns, and such other persons or entities as it may designate as follows:

3.2.1 Utility Easements. There is hereby reserved in favor of Developer and granted to the Association, their successors and assigns, a non-exclusive easement upon, across, over, through and under the Property, for ingress, egress, installation, replacement, repair and maintenance of all utilities and service lines and systems including, but not limited to, water, sewer, energy, drainage, gas, telephone, electricity, television, cable and communication lines and systems. By virtue of this easement, it shall be expressly permissible for Developer and the Association and their successors and assigns, or the providing utility or service company, to install and maintain facilities and equipment on the Property, provided that such facilities shall not materially impair or interfere with any Living Units, Lots, or Common Element improvements, and provided further that any areas disturbed by such installation and maintenance are restored to substantially the condition in which they were found. Notwithstanding anything to the contrary contained in this section 3.2.1, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or located except as approved by the Developer or the Design Review Committee or unless the same are shown on a recorded plat. There is hereby reserved in favor of the Developer and the Association the right (but not the obligation) to grant neighboring property owners easements for utility purposes so long as the granting of such easements does not overburden the utilities serving the Property.

3.2.2 Easement for Ingress and Egress. There is hereby created a non-exclusive easement upon, across, over and through the private roadways, sidewalks, walkways, and parking areas in favor of Developer, the Association, all Owners, occupants, and their respective guests, licensees and invitees for pedestrian and vehicular ingress and egress, as the case may be, to and from all of the various portions of the Property. Notwithstanding the foregoing, the Developer and/or the Association may limit this right of ingress and egress by a subsequent amendment.

3.2.3 Easements for Construction, Alteration, Etc. Easements are hereby created in favor of Developer, the Association, all Owners, and their respective agents and contractors upon portions of the Common Elements as necessary in connection with the construction, alteration, rebuilding, restoration, maintenance and repair of any Living Unit or other structures and improvements within the Property or serving the Property; provided, however, that in the exercise of any rights under this easement, there shall be no unreasonable interference with the use of any Living Unit or other structure or improvement on the Property. Any person benefitting from the foregoing easement shall indemnify and save harmless the Developer, the Association and each Owner and occupant from and against any and all losses, damages, liabilities, claims and expenses, including

reasonable attorneys' and paralegals' fees resulting from any such construction, rebuilding, alteration, restoration, maintenance and shall repair any damage caused in connection with such activities to substantially the condition that existed prior to such activities.

3.2.4 Emergency and Service Easements. There is hereby granted to the City of Brunswick an easement for access to the Common Elements (including private roadways) for emergency and service purposes. Fire, police, health, sanitation, medical, ambulance, school buses, utility company, mail service and other public or quasi-public emergency and service personnel and their vehicles shall have an easement for ingress and egress over and across private roadways, sidewalks, drives and parking areas within the Common Elements for the performance of their respective duties.

3.2.5 Parking in Common Elements; Off-Street Parking Spaces. There shall be no parking of motor vehicles within the Common Elements or on private roadways unless permitted by the Association and the City of Brunswick and designated as such. Furthermore off-street parking spaces shall be utilized only for temporary guest parking. The Developer and/or the Association reserve the right and easement to create additional off-street parking spaces to be situated within the Common Elements.

3.2.6 Easements for Community Signs. Easements are created in favor of Developer and the Association over the Common Elements to install, maintain, repair, replace and illuminate signs that are the general benefit of the Property. The type, size and location of the signs shall be subject to the approval of the Design Review Committee and subject to the laws of the city, county, and other governmental authorities having jurisdiction.

3.2.7 Easements for Encroachments. As a Single Family Residence may be constructed directly adjacent to or in close proximity to the property line of its appurtenant Lot, an easement is hereby granted across the Common Elements and all adjacent Lots (burdened Lots) for the benefit of the Owner of each such Single Family Residence on an adjacent benefited Lot to allow the benefited Owner to keep and maintain the overhang of such benefited Owner's Single Family Residence. In the exercise of such easement rights, the benefited Owner shall use reasonable care to avoid damage to the burdened Owner's property, and shall indemnify and save harmless the burdened Owner from and against any and all losses, damages, liabilities, claims and expenses, including reasonable attorneys' and paralegals' fees resulting from the existence of such encroachment.

3.2.8 Drainage Rights and Authority to Transfer Drainage and Other Easement Rights to the City. The Developer, each Owner, the Association and the City of Brunswick shall have the non-exclusive right and easement in common to utilize the storm sewers and drainage pipes in, over, and upon the Common Elements for the purposes of drainage of surface waters on the Property, said rights-of-ways and easements being hereby established for said purpose. It shall be obligation of the Association to properly maintain, repair, operate and control such drainage system on the Common Elements.

The Developer and (after transfer of the Common Elements) the Association shall have the right to grant easements for the installation, maintenance, use, repair and replacement of water lines, sanitary sewers, storm sewers and drainage to the City or any other government authority having jurisdiction. No owner shall in any way hinder or obstruct the operation or flow of the drainage system. No structures, plantings or other materials shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation, use repair, replacement, and/or maintenance of such improvements in such easements areas or which may change, retard or increase the flow of water through the respective easement areas. The easements areas and all improvements therein, shall be maintained continuously by the Association unless those easement areas are accepted by the City or other governmental authorities have jurisdiction by formal action.

3.2.9 Easement to Maintain Sales Offices, Models, Signage, etc. Notwithstanding any provisions contained in this Declaration to the contrary, so long as the construction and sale of Living Units by the Developer, a Builder, or the holder of Special Developer Rights is continuing within the Property, it shall be expressly permissible for said parties, to maintain and carry on upon portions of the Common Elements such facilities and activities as, in the sole opinion of said parties, may be reasonably required, convenient, or incidental to the construction or sale of Living Units within the Property, including, but not limited, administrative/customer services, construction offices/trailers, parking signs, identification signs, sales signs, model units, and sales and resales offices, and said parties, their guests, licensees and invitees shall have an easement for access to and use of all such facilities. The right to maintain and carry on such facilities and activities shall specifically include the right to use Living Units owned by the Developer or Builder as models and sales offices. The Developer further reserves the right for itself, and its successors, assigns, contractors, material suppliers and other performing work and furnishing materials to construct Living Units and other improvements upon the Property to conduct business and carry on construction/site development activities during customary business hours. This Section may not be amended or modified without the express written consent of the Developer.

3.2.10 Environmental Easement. There is hereby reserved for the benefit of Developer, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement on, over, and across the Common Elements and the vacant portion of a Lot for the purpose of taking any action necessary to effect compliance with the environmental rules, regulations, and procedures from time to time promulgated or instituted by the Board, the Design Review Committee, or by any governmental entity, or required by the Conservation Easement, such easements to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides and the right to maintain designated "wetland" areas. The provisions of this easement are subject and subordinate to the Conservation Easement.

3.2.11 Easements to Run With the Land. All easements and rights described herein are easements appurtenant to the Property, including the Lots, Living Units, and the Common Elements, shall run with said lands, perpetually and at all times shall inure to the benefit of and be binding upon the Developer, its successors and assigns, and any Owner, tenant, occupant, purchaser, mortgagee, the City or other person having an interest in the Property, or any part or portion thereof. Reference to the easements and rights described in any part of this Declaration, in any deed of conveyance, lease, mortgage, trust deed, declaration for another type of residential association, or other evidence of obligation, shall be sufficient to grant such easements and rights to the respective grantees, lessees, mortgagees or trustees of such property, or any portion thereof, and to reserve to the grantor or lessor therein, their successor and assigns, as easements appurtenant to the remainder of the such properties, easements created by this Declaration for the benefit of any Owner, tenant, occupant, purchaser, mortgagee, the City or other person in respect to any portion of the Property as fully and completely as though such easements and rights were recited fully as set forth in their entirety in such document.

3.3 Delegation of Use. Any Owner may delegate, in accordance with the applicable By-Laws of the Association, his right of enjoyment in the Common Elements to the members of his family, guests, and his tenants or contract purchasers who reside on the Property. No one other than the Declarant, the Association or the Owner on whose Lot is situated a Common Element shall be permitted to have access to, or enter onto, such Common Elements.

3.4 Title to Common Elements. The title to any portion of the Common Elements that is to be owned by the Association in fee simple, if any, shall be conveyed to the Association, prior to the expiration of the Development Period, free and clear of all liens and encumbrances; provided, however, that the Declarant shall have the right from time to time to reserve for the purpose of development of the Property all or any portion of the Property for

various easements and rights of way, together with the right to dedicate same where applicable and customary and the right of ingress and egress across the Common Elements in connection with the development of the Property. The Declarant's rights hereunder shall not unreasonably interfere with the Owner's easement of enjoyment.

3.5 Right to Grant Easements. Declarant hereby reserves the right, to grant, on behalf of the Association and/or the Owners and without the consent of the Association, or any Owner, easements, across, through or under the Common Elements. Such easements, which shall be exclusive or non-exclusive, shall be limited to utility easements (including cable television), green belt easements, sign easements, access easements or roadway easements. Declarant's rights under this Section shall terminate upon expiration of the Development Period. The Association, without the consent of any Owner, shall have the right at any time to grant easements as set forth in this Section.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

4.1 Members. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

4.2 Classes of Members; Voting. The Association shall have two classes of voting membership:

4.2.1 Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

In the case of a Living Unit owned or held in the name of a corporation, partnership, limited partnership, limited liability company, trust or other entity, a certificate signed by such Owner shall be filed with the Secretary of the Association naming the person authorized to cast a vote for such Living Unit, which certificate shall be conclusive until a subsequent substitute certificate is filed with the Secretary of the Association. If such certificate is not on file, the vote of such entity shall not be considered, nor shall the presence of a person purporting to act on behalf of such entity at a meeting be considered in determining whether the quorum requirement for such meeting has been met. When a fiduciary or other legal representative of an Owner has furnished to the Association proof of such persons' authority, such person may vote as though he or she were the Owner.

4.2.2 Class B Member shall be the Declarant and the Declarant shall be entitled to five (5) votes for each Lot owned, provided, however, that the Class B membership shall terminate after the Class A Members are entitled to elect all of the Board. At such time as Class B membership shall terminate, the Declarant, for any Lot owned, shall be deemed a Class A Member with reference to such Lot or Lots and entitled to the voting and all other rights of such Class A Member.

ARTICLE V

ASSESSMENTS

5.1 Covenants for Assessments. The Declarant for each Lot owned by it (and as hereinafter limited by the provisions of this Declaration) and each person, group of persons, or entity who becomes an Owner of a Lot or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay to the Association: (1) Annual General Assessments; (2) Individual Assessments; and (3) Special Assessments; such assessments to be fixed, established and collected from time to time as hereinafter provided. All assessments, together with interest thereon as hereafter provided and costs of collection thereof (including court costs and reasonable attorney's fees) as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property and Lot or Living Unit against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the person, group of persons, or entity who was the Owner of such property and Lot at the time when the assessment fell due.

5.2 Annual General Assessments, Purposes. The Annual General Assessments levied by the Association are for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents and for protecting, advancing and promoting the environmental concept of the Property and preserving the aesthetic and scenic qualities of the development.

To carry out these purposes, an Annual General Assessment shall be levied by the Association to be used currently, and to provide an adequate reserve fund for future use, for the improvement, expansion and maintenance of the Common Elements, including, but not limited to, the payment of taxes, insurance and fidelity bonds, and for repairs, replacements and additions, and for the cost of labor, equipment, and materials, management and supervision, and including the maintenance, repair and landscaping of storm water facilities as well as streets and right of ways, and, in the discretion of the Association, including any entrance roads or adjoining roads or areas, whether public or private, which may affect the recreation, scenic enjoyment, health, welfare and safety of the residents even though not owned by the

Association. Such assessment may also be used for the purpose of renting, operating and maintaining street lights for the community.

5.3 Annual General Assessments, Initial Amount. The initial amount of the Annual General Assessment per Lot or Living Unit is determined by the Board of Trustees. Such initial assessment amount shall be known as the "Maximum Annual General Assessment".

5.4 Annual General Assessment, Maximum Increase.

(a) From and after the date of the commencement of the Annual General Assessment, the amount of the Maximum Annual General Assessment, set out in Section 5.3 above, for all membership will increase automatically ten percent (10%) per year in addition to the maximum sum allowed for the previous year (whether changed or not), unless prior to the levying of such new assessment year, the Board of Trustees vote to reduce the assessment below that allowed to be changed in such year. As used herein, the term "allowed to be changed" shall mean the sum set out in Section 5.3 above, increased and compounded ten percent (10%) per year, beginning with the year immediately following the date of the commencement of the Annual General Assessment.

(b) From and after the date of the commencement of the annual General Assessment, the Maximum Annual General Assessment for all membership may be increased above that established by the preceding paragraph, by a vote of Members as hereinafter provided for the next succeeding year and at the end of such year for each succeeding year. Any change made pursuant to this paragraph shall have the assent of fifty-one percent (51%) of the total number of votes held by Class A Members and fifty-one percent (51%) of the total number of votes held by the Class B Members.

(c) The assessment may be billed in advance on a monthly, quarterly, or annual basis. The Board of Trustees may fix the annual assessment at any amount not in excess of the maximum therein above provided for. The assessment shall be fixed at a uniform rate based upon Lots.

5.5 Individual Assessments. In the event an Owner of any Lot or Living Unit in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Trustees and such maintenance is not that to be provided by the Association under Section 5.2 above for which assessments are provided, then the Association, after approval by sixty-six and two-thirds (66.67 %) vote of all Members of the Board shall have the right through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot or Living Unit and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance and repair (including charges incurred by the Association for attorney's fees, court costs, or other expenses incurred to obtain access to the subject Lot) shall be added to and become part of the total assessment to which such Lot or Living Unit is subject.

5.6 Special Assessments. In addition to the Annual General Assessments authorized by this Article, the Association may levy in any assessment year Special Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, replacement or addition of a described capital improvement located upon the Common Elements, which cost has not otherwise been provided for in full as part of the Annual General Assessment, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the approval of fifty-one (51%) percent of the total number of votes held by Class A Members and fifty-one (51%) percent of the total number of votes held by the Class B Members. Any Special Assessments levied by the Association pursuant to the provisions of this Section shall be fixed at a uniform rate based upon the number of applicable Lots. All monies received by the Association as a Special Assessment shall be held in trust by the Association for the benefit of the Members to be used solely for the purpose of the Special Assessment and any income derived therefrom shall be held as a separate fund and shall be accounted for separately from the other assets coming under the control of the Association. The assessment may be billed in advance on a monthly, quarterly or annual basis.

5.7 Commencement of Assessments. The Annual General Assessments shall commence on a date determined by the Board of Trustees. The first assessment for any such membership may be made for the balance of the calendar year and shall become due and payable and a lien on the date aforesaid. The Board may from time to time determine the manner and schedule of payments.

It shall be the duty of the Board of Trustees of the Association to periodically fix the amount of the assessment against each Lot or Living Unit for such assessment period and the Board of Trustees shall make reasonable efforts to fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at the time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection by any Owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the Owner of any Lot or Living Unit subject thereto. Annual General Assessments subsequent to the first Annual General Assessment shall become a lien on January 1 of each year; Individual and Special Assessments shall become a lien at the time designated by the Board of Trustees. No notice of lien other than this Declaration need be recorded to establish the validity of any such lien, and this Declaration shall stand as notice thereof.

5.8 Assessment of Declarant, Builder and Certain Owners. Any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Association notwithstanding, the Declarant and Builder shall not be required to pay an assessment for any Lot in which it has the interest otherwise required for Class A membership. The provisions of this Section 5.8 shall not apply to the assessment of any Lot and Living Unit held by the Declarant or Builder for rental purposes and which is or has been occupied as a Living Unit; in which event the

Declarant or Builder shall be required to pay the full amount of the thereafter assessments levied thereon.

5.9 Assessment Certificates. The Association shall, upon demand, at any reasonable time, furnish to the Owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A reasonable charge may be levied in advance by the Association for each certificate so delivered.

5.10 Non-Payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the property which shall bind such Lot or Living Unit in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them with the consent of the Association.

If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, in either of which events interest, costs and reasonable attorney's fees shall be added to the amount of each assessment. No Owner shall waive or otherwise escape liability for the assessments herein provided for by non-use of the Common Elements or abandonment of his Lot or Living Unit.

In addition to the ten percent (10%) per annum interest provided above, the Board of Trustees in its discretion, may establish a reasonable late charge to be paid in the event of any assessment that is not paid within fifteen (15) days after due date, provided that such late charge shall not exceed a sum equal to ten (10%) percent of the amount of the assessment which is delinquent by fifteen (15) days.

5.11 Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Living Unit shall not affect the assessment lien. However, any first mortgagee who obtains title to a Lot pursuant to the remedies in the mortgage or through foreclosure shall not be liable for more than six (6) months of the Lot's unpaid assessments or charges accrued before the acquisition of title to the Lot by the mortgagee.

5.12 Liability for Assessments on Voluntary Conveyance. Each Owner hereby covenants and agrees by acceptance of the deed to any portion of the Property, whether or not it shall be so expressed in any such deed or other conveyance, to pay to the Association all

Assessments levied against such Owner in accordance with this Declaration on or before the due date for any such Assessment. In the event that the Assessment is not paid within ten (10) days after payment is due then such Assessment shall be "delinquent" and the Assessment, together with the costs of collection, shall, become a continuing lien upon the interest of such Person in his or her Living Unit or real property shall bind such Owner, his or her heirs, devisees, personal representatives, successors and assigns. A co-Owner of a Living Unit shall be personally liable, jointly and severally with all other co- Owners for all Assessments made by the Association with respect to said Living Unit.

5.13 Liability for Assessments on Voluntary Conveyance. Upon the voluntary conveyance of an Ownership Interest the grantee of the Ownership Interest shall be jointly and severally liable with the grantor for all unpaid Assessments levied pursuant to this Declaration against the grantor of his Ownership Interest prior to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefor. However, any such prospective grantee, upon written request delivered to the Association, shall be entitled to a statement from the Board of Directors or an officer of the Association setting forth the amount of all unpaid Assessments due the Associations with respect to the Ownership Interest conveyed be subject to a lien, for any unpaid Assessments which become due prior to the date of the making of such request if the same are not yet set forth in such statement. A devise of an Ownership Interest or the distribution of said Ownership Interest pursuant to the Statute of Descent and Distribution shall be deemed to be voluntary conveyance.

5.14 Working Capital Funds; Initial Assessments. At the time of a closing on the purchase of a Lot from Declarant or Builder, the purchaser of such Lot shall be assessed the sum of two hundred dollars (\$200.00) as such purchaser's initial capital contribution to the working capital fund of the Association. This assessment shall be used by the Association for its operating expenses. Such assessment is not an advance payment of assessments, and it will not be held in any sort of trust or reserve account. Additionally, at the time of such closing, each purchaser of a Lot or Living Unit shall be required to pay a pro-rata share of the Annual General Assessment for the balance of the current year to the extent that such assessment is not otherwise being collected by the Association. The Declarant shall be exempt from the assessments collected pursuant to this Section.

5.15 Declarant Subsidies. It is the intent of the Declarant that the assessments collected pursuant to this Article V, shall be sufficient to pay the cost to maintain, repair and replace the Common Elements of the Association. In the event that the capital of the Association is insufficient to cover the cost as set forth in its yearly budget and the Declarant determines it is in the best interest of the Association to subsidize said budget, then any subsidy paid by the Declarant shall be considered a loan to the Association and repaid to the Declarant at such time as the Association has sufficient funds or is turned over to the owners of the Lots.

ARTICLE VI

REMEDIES OF THE ASSOCIATION

6.1 Denial of Voting Rights. If any Owner fails to pay an Assessment when due, such Owner and the Occupants of any and all Living Units of such Owner shall not be entitled to vote on Association matters until said Assessment is paid in full.

6.2 Specific Remedies. The violation of any rule, or breach of any restriction, covenant or provision contained in this Declaration or in the By-Laws, shall give the Association and the Developer the right, in addition to all other rights set forth herein and provided by law, (a) to enter upon the Living Unit or Lot or portion thereof upon which, or as to which, such violation or breach exists, and summarily abate and remove, at the expense of the Owner of the Ownership Interest in the property where the violation or breach exists, any structure, thing, or condition that may exist thereon, which is contrary to the intent and meaning of this Declaration, the By-Laws, or the rules, and the Association, or its designated agent shall not thereby be deemed guilty in any manner of trespass; (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; (c) to commence and prosecute an action for specific performance or an action to recover any damages which may be sustained by the Association or any of its Members as well as an action for punitive damages if warranted; and/or (d) to collect costs of suit and reasonable attorneys' and paralegals' fees incurred in connection with the exercise by the Association of any remedies hereunder, the same to be deemed "Costs of Collection" under Section 6.3 hereof.

6.3 Cost of Collection. If any Owner fails to pay any Assessment when due or upon delinquency in the payment of any sums or cost due under this Declaration, the Association may pursue any or all of the following remedies, which remedies shall be in addition to any other remedy available in this Declaration, or at law or in equity:

- (a) Sue and collect from such Owner the amount due and payable, together with interest thereon as provided in this Declaration and Costs of Collection (hereafter defined).
- (b) In addition to the amount referred to in (a) above, the Association may assess against such Owner, liquidated damages, not to exceed ten percent (10%) of the amount of the delinquency or One Hundred Dollars (\$100), whichever amount is greater, said amount to be determined by the Board provided, however, in no event shall said amount exceed the highest interest rate chargeable to individuals under applicable law. Said liquidated damages shall be in addition to interest, the expenses of collection incurred by the Association, such attorneys' fees, paralegals' fees, court costs and filing fees. The actual expenses of collection and the

liquidated damages shall hereinafter be referred to as "Cost of Collection".

- (c) Foreclose a lien filed in accordance with the provisions of this Declaration in the same manner as provided by the laws of the State of Ohio for the foreclosure of real estate mortgages.

6.4 Binding Effect. The remedies provided in this Article VI against a Delinquent Owner or Developer may also be pursued against the heirs, executors, administrators, successors and assigns and grantees of such Owner and Developer, except as specifically excluded by this Declaration.

ARTICLE VII

INSURANCE

7.1 Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Elements, insuring the Association, Trustees, and Owners and members of their respective families, tenants and occupants in an amount of not less than One Million 00/100 Dollars (\$1,000,000.00), per occurrence for personal injury and/or property damage. This insurance shall include protection against such risks as are customarily covered with respect to a development similar in construction, location and use, as determined by the Board. The insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner, tenant or occupant because of negligent acts of the Association, the Board, or other Owners, tenants or occupants.

7.2 Other Insurance. In addition, the Association shall obtain and maintain contractual liability insurance, Trustees' and Officers' liability insurance and such other insurance as the Board may deem desirable from time to time.

7.3 Insufficient Insurance. In the event the improvements forming a part of the Common Elements shall suffer damage or destruction from any cause or peril which is not insured against, or if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, the Association shall advance such costs in excess of available insurance proceeds. The amount so advanced by the Association shall become a Special Assessment against all of the Lots for which whose benefit the amount was so advanced, and such assessment shall have the same force and effect, and if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments. The action required to be taken by the Association under this Section shall not require any vote of the Members of the Association.

ARTICLE VIII

DESIGN REVIEW COMMITTEE

8.1 Power of Design Review Committee. There is hereby created a Design Review Committee ("DRC") for the purpose of architectural and engineering control to secure and maintain an attractive, harmonious residential community. The Developer shall function as and grant all approvals provided for herein until the Developer conveys the last Lot the Developer owns in the Property, except that the Developer may elect to delegate and assign such duties and responsibilities to the Design Review Committee prior to that time. The Design Review Committee appointed by the Developer need not be made up of members of the Association. After control of the Property has been transferred over the Association, the Design Review Committee shall be composed of no less than three (3) individuals appointed by the Board of Trustees to serve at the Board's pleasure. A vote of the majority of members of the Design Review Committee shall be required to constitute any decision of the Design Review Committee.

8.1.1 City Approval. Any plan approval required herein is in addition to any approval required by the City of Brunswick Codified Ordinances including, but not limited to, planning and/or zoning approval. Documentation of DRC approval must be submitted to the City of Brunswick as part of any application for any necessary approval to erect, construct, alter or removal any Living Unit or building within the Property.

8.2 Operation of Design Review Committee. No Living Unit shall be altered, modified or changed in anyway which changes the exterior or the appearance thereof, nor shall any Living Unit be rebuilt, nor shall any grading or landscaping for a Lot be changed unless an application, plans and specifications for the proposed alteration, modification or change shall have been submitted to and approved in writing by the Design Review Committee. All such alterations, modifications, or changes approved by the Design Review Committee shall be designed and made in conformance with the Design Guidelines. The rights of the Design Review Committee set forth in this Section 8.2 are in addition to the rights of the Design Review Committee as set forth elsewhere in this Declaration. Furthermore, no landscaping within a Common Element shall be installed by the Owner(s) of a Living Unit situated in close proximity to such Common Element unless an application, plans and specifications for such installation shall have been submitted to and approved in writing by the Design Review Committee; and the Design Review Committee may impose as a condition of approval that the maintenance and replacement of such landscaping shall be the responsibility of such Owner(s), and not the responsibility of the Association. The provisions of this Section requiring submission of plans and specifications to and obtaining approval from the Design Review Committee shall not be applicable to the Developer, nor any entity related to or affiliated with the Developer or designated by the Developer as being not subject to the provisions of this Section.

8.3 Inspection. The Design Review Committee may inspect work being performed with its permission to assure compliance with this Declaration and its applicable regulations. The presence of a member of the Design Review Committee, or an agent thereof, on any Lot, shall not be deemed a trespass so long as the presence is in furtherance of said member's duties as a member of the Design Review Committee. The Design Review Committee shall have access to a Living Unit at reasonable times and upon reasonable notice to the Owner of such Living Unit.

8.4 Violations and Remedies. Should any Living Unit be altered, constructed, or related improvements be reconstructed or removed from or upon any Lot, or should the use of thereof be modified in any way from the use originally constructed or installed without first obtaining the prior written approval of the Developer or Design Review Committee as provided in this Article VIII, such act shall be deemed to be a violation of this Article VIII and this Declaration. Any party violating this Article VII shall, immediately upon the receipt of written notice of such violation from the Developer or Design Review Committee, cease and desist from the commission of any such act and immediately commence to take such steps as will alleviate or remedy any such condition of default and shall continue with all due diligence thereafter until the satisfactory completion of same. Should the party committing such act in contravention of this Article VIII fail to immediately take such remedial action as aforesaid, then and in such event, the Association shall have the right, but not the obligation, in addition to any and all other rights and remedies available to it at law or in equity, each of which remedies shall be deemed to be nonexclusive, to do any of the following:

- (a) Abate Violation: Without liability to the Owner of the Lot, cause of its agents and employees to enter upon the Lot and/or the Living Unit for the purpose of summarily abating any such use and/or removing any such building or structure or other improvement.
- (b) Seek Injunction: Apply to a court having jurisdiction over the Property for the purpose of obtaining an injunction directing the violating party to abate any such use and/or removing any such building or structure wherever located on the Property.
- (c) Seek Reimbursement: Seek full and complete reimbursement from any party committing any of the aforesaid acts in contravention of this Article VIII of any costs, damages and expenses (including without limitation court costs, attorneys' and paralegals' fees, litigation costs, and costs to collect such sum) incurred by the Association with respect to its exercise of any of its rights for the purpose of remedying any such condition of default.

- (d) Treat as Assessment: Should the party committing any acts in contravention of this Article VIII be an occupant and should such occupant fail to immediately pay the full amount of all costs, damages, and expenses referred to above, the Association shall be entitled to treat such amount as an Assessment against the Lot of which such occupant is or was the Owner, a member of the Owner's family, or a guest or invitee of such Owner.

8.5 Declarant's Plan Approval Period. Declarant's right of plan approval shall exist for as long as Declarant owns any Lot in the Property. Declarant's right of plan approval shall include any alterations to existing Lots or Living Units and /or items requiring prior approval by this Declaration. In any items or matters that are discretionary, the Declarant's decision shall be conclusive upon all parties.

8.6 Declarant's Control of New Construction. The Declarant shall have exclusive control of new construction within the Property. No provision of this Declaration or the Design Guidelines, as the same relates to new construction, may be modified without Declarant's consent.

8.7 Association's Right of Plan Approval. After Declarant's right of plan approval has expired, the Association through the Board and the Design Review Committee shall be responsible for plan approval. The Declarant may assign its right of plan approval, or any portion thereof, to the Board before its plan approval period has expired.

8.8 No Liability. Each Owner and Builder is responsible to insure that all construction or any modifications, are in compliance with the restrictions and approved plans. If the Developer, the Trustees or the Design Review Committee have acted in good faith on the basis of such information possessed by them, neither the Developer, the Board nor any committee member shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; or (b) the construction or performance of any work whether or not pursuant to approved plans, drawings, and specifications.

8.9 General Requirements.

8.9.1 Dwelling Type. Except as otherwise permitted herein, no building shall be erected, altered, placed or be permitted to remain on any Lot other than one Single Family Residence and an attached garage for at least two cars.

8.9.2 Dwelling Floor Areas. The living area of the Living Units exclusive of porches, decks, attics, basement, areas not heated year round and garages shall be no less than the areas set forth in the Design Guidelines.

8.9.3 Roof Requirements. The roof and gables of each Living Unit shall be in accordance with the Design Guidelines.

8.9.4 Set Back, Minimum Elevation and Yard Requirements. All Living Units shall be located in accordance with the building set back lines, minimum basement elevation and yard requirements as shown on the record plats. The Owner or Builder shall be responsible for compliance with these standards. Declarant shall not be responsible for any failure to comply with these standards.

8.9.5 Front Yards and Driveways. Front yards shall be landscaped in conformity with the requirements set forth in the Design Guidelines and completed within one hundred twenty (120) days after closing, weather permitting. All driveways shall be paved with concrete, asphalt, brick or paving stone.

8.9.6 Construction Materials. No Living Units shall be constructed of concrete block, cinder block or other similar materials unless the exterior of the Living Unit is covered with brick and / or siding in accordance with the requirements of the Design Guidelines. No underground Living Units shall be permitted.

8.9.7 Exterior Siding. Any wooden sheeting materials must have prior approval and conform to the requirements of the Design Guidelines.

8.9.8 Front Storage. No front porch shall be used for the storage of any items except normal porch furniture. No front yard shall be used for storage of any kind of items. This restriction shall not apply to building materials and / or equipment stored on the Lot during construction of the Living Unit.

8.9.9 Water Discharge. Storm water must be disposed of in accordance with drainage plans established by the Declarant or the Association. Any Lot area designated for the natural flow of surface water shall at all times be kept free from any obstruction to such natural flow and any improvements made on or under any easement shall be at the risk of the Owner of the Lot on which such improvements are made. In addition, all storm water discharge is also subject to review by the City Engineer and all applicable City of Brunswick Codified Ordinances and/or management plans regarding storm water discharge shall be adhered to in addition to any provisions set forth in this Declaration.

8.9.10 Radio and Television Antennas. With the exception of one meter maximum size home satellite dishes, no exterior antennas, aerials, satellite dishes or other apparatus for the reception or transmission of television, radio,

satellite or other signals of any kind shall be placed, allowed or maintained upon any portion of the Property, including any Living Unit. Nothing herein shall be construed so as to be in conflict with the current Federal Communication Commission's rules and regulations for antennas or satellite dishes.

8.9.11 Air Conditioning and Heat Pump Equipment. Such equipment shall be located and screened in such a manner so as to provide minimum visual impact from other Lots.

8.9.12 Awnings. No metal or plastic awnings for windows, doors or patios may be erected or used. Canvas awnings may be used on any Lot subject to prior written approval of the Declarant or the Association.

8.9.13 Completion of Residence. Within twelve (12) months of the start of construction, each residence building shall have a completed exterior appearance, including but not limited to finished walkway, driveway, patio, landscaping, laying of sod or growing grass seed, installed gutters and down spouts, installation of all windows and doors and completed exterior painting.

8.9.14 Landscaping and Trees. The lawn and landscaping of each Lot shall be maintained in good and reasonable condition. Each owner is required to install and maintain two (2) trees within the rear yard of a Living Unit. The trees installed may be a combination of either six (6) foot pine trees or one and a half (1 ½) inch caliber deciduous trees. Any dead trees or shrubs shall be removed within a reasonable time. No living trees of a trunk diameter in excess of six (6) inches may be removed by the Owner of a Lot without the written approval of the Association except those trees within the area of the Living Unit, building line, sidewalk or driveway. This restriction regarding the removal of trees shall remain applicable to each Lot, individually, until a two (2) year period has passed from the date of completion of construction of the Living Unit on the Lot.

8.9.15 Exterior Carpeting. No exterior carpeting shall be allowed if it is visible from the street or adjoining properties.

8.9.16 Mailboxes. Cluster mailboxes may be required by the local postal service. In the event cluster mailboxes are required, the Association shall maintain, repair and replace same. Mailboxes shall be installed by the Declarant and shall be of uniform style and color.

8.9.17 Other Structures. No structure of a temporary character, trailer or shack shall be permitted on any Lot. Barns, storage sheds or other out buildings must have prior written approval and must comply with the Design Guidelines.

Construction trailers and/or temporary storage sheds shall be permitted only during construction. Above ground and semi-exposed pools are not permitted. Any inground pool or spa must be screened with a privacy fence in accordance with Design Guidelines. Play equipment and basketball hoops must comply with the Design Guidelines. No outdoor clothes drying apparatus shall be permitted.

8.9.18 Fences. No fencing, including dog runs or separate fenced areas within the Lot, shall be constructed or erected on any Lot unless otherwise approved by the Association in accordance with the Design Guidelines. This Section shall not apply to fences constructed by the Declarant.

8.9.19 Zoning. All improvements shall be constructed in accordance with and subject to all applicable zoning regulations and building codes.

8.9.20 Street Lights. Owners shall execute, at the request of Declarant, any documents necessary to create a Lighting District, thereby allowing the City to pass the costs incurred in lighting the streets through to the Owner with their tax bills. Until such time as a Lighting District is created, the Association shall collect the costs as part of the Annual General Assessment.

8.9.21 Motorized Vehicles. No trail bike, go-cart, minibike, moped or any other similar motorized recreational vehicle (other than a motorized vehicle licensed for operation on a public road and which is operated by a licensed driver on either public roadways or paved private drives created in Drees Southlake Neighborhood of Brunswick Town Center Subdivision for ingress or egress) shall be operated on private land. No motorized vehicle of any type shall be operated on either public roads or private lanes or on private land in such a manner as to become a nuisance because of noise, exhaust or any other reason.

8.9.22 Grading/Maintenance of "South Lake" Buffer Area. No person shall change the grade on any portion of the Property without first obtaining the consent of the Design Review Committee.

No person shall remove any plant material nor install any improvement within the southermost twenty-five feet (25'-0") of the Lots within "South Lake" which back-up to the southermost property line of the Property without the express written approval of the Association, the Design Review Committee, and the City. Such buffer area shall be maintained in its natural state.

8.10 Approval - Not a Guarantee. No approval of plans and specifications shall be construed as representing or implying that such plans, specifications or standards will, if

followed, result in properly designed improvements. Such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, nor the Association, shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article, any loss or damage to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the non-compliance of such plans and specifications, any loss or damage arising from the non-compliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications.

8.11 Variances. In order to avoid unnecessary hardship and/or to overcome practical difficulties in the application of certain provisions of the Declaration, the Board shall have the authority to grant reasonable variances from the provisions of this Article VIII. Additionally, so long as Declarant owns one or more Lots on the Property, the Declarant, may grant reasonable variances from the provisions of this Article VIII. No variance shall materially injure or materially adversely affect any other part of the Property or any other Owner or occupant. No variance granted pursuant to the authority of this Section 8.11 shall constitute a waiver of any provision of the Declaration as applied to any other party or other part of the Property, and no variance may be granted to permit anything that is prohibited by applicable law. All provisions of the Declaration not affected by the grant of a variance shall continue to apply with full force and effect to the Lot for which the variance is granted and to the balance of the Property.

ARTICLE IX

USE RESTRICTIONS AND MAINTENANCE

9.1 Restrictions. The Property shall be subject to the following restrictions:

9.1.1 Purpose of Property. Except for lots designated as Common Elements, the Property shall be used only for residential purposes and common recreational purposes auxiliary thereto. No business or trade shall be conducted on any Lot. Garages shall be used only for the parking of vehicles and other customary uses and shall not be used for or converted into living area, (e.g. family room, bedrooms, offices or recreational rooms). The Declarant and Builders shall have the right to use unsold residences as model homes or sales offices.

9.1.2 Nuisance. No obnoxious or offensive activity of any kind shall be engaged in on any Lot nor shall any Owner or occupant thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the occupants of adjacent neighboring Lots. This paragraph shall not apply to any Lots owned by the Declarant and held for sale.

9.1.3 Animals, Pets and Agricultural Use. No animals, livestock or poultry of any kind, including, but not limited to, goats and pot-bellied pigs, shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Additionally, an Owner shall be permitted to keep fish in a private pond provided such fish are not kept, bred, or maintained for any commercial purpose. Agricultural use of any Lot is prohibited except for the maintaining of a garden whose yield is for the use of the occupants of the Living Unit only. Such garden shall be screened from being viewed from a private land, public street or other residence in Drees Southlake Neighborhood of Brunswick Town Center Subdivision.

9.1.4 Signage. No sign of any kind shall be displayed to the public view on any Lot except: (a) one (1) professional sign of not more than two (2) square feet; or (b) one (1) sign of not more than nine (9) square feet advertising the property for sale. This paragraph shall not apply to signs used by Declarant or a Builder to advertise the Property during the construction or sale period.

9.1.5 Trash. No burning of any trash and any accumulation or storage of litter, new or used building materials or trash of any kind shall be permitted on any Lot. Trash and garbage shall be placed in sanitary containers and shall not be permitted to remain in the public view except on days of trash collection. This paragraph shall not apply to any Lots owned by the Declarant or a Builder and held for sale.

9.1.6 Easements. There shall exist a temporary construction easement of five (5) feet around the boundary of each Lot in order to facilitate grading, drainage, and general construction activity on a neighboring Lot. If the Owner of a Lot places an obstacle such as a fence, shrubbery, or sprinkler system within this temporary construction easement before final grading of the adjoining Lot, then that Owner shall be responsible to remove the obstacle at his or her expense to allow for proper grading and drainage. In general, drainage swales should be set as near to property lines as possible. This easement allows for dirt to be added or removed as needed to allow for proper transition between adjoining Lots and construction of drainage swales as needed.

9.1.7 Vehicles and Parking. No inoperative vehicles, recreational vehicles, machinery, boats and similar type vehicles including but not limited to trucks, school buses, campers, recreational vehicles (RVs), trailers or commercial vehicles as described above may be parked on public streets or Lots. Any and all inoperative vehicles, recreational vehicles, boats and similar type vehicles as described above shall be kept in a fully enclosed garage. When that is not

possible, said recreational vehicles, boats and their trailers may be parked in the driveway for a period not to exceed seventy-two (72) hours in any fourteen (14) day period.

9.1.8 Utilities and Drainage. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continually by the Owner of the Lot, including mowing, except for those improvements for which a public authority, utility company or the Association is responsible.

9.1.9 Maintenance. Each and every Lot and Living Unit thereon as well as the driveway providing access thereto, shall be maintained by the Owner thereof in a reasonable manner in accordance with the general standards of maintenance prevailing throughout the Property. All Lots, including any Lots upon which a detention pond is located or abuts, shall be kept free of debris and clutter and shall be kept mowed. Should any Owner fail to maintain his Lot or Living Unit to the extent provided in the Declaration, the Association may do so as provided for in this Declaration. This paragraph shall not apply to any Lots owned by the Declarant and held for sale.

9.1.10 Garage and Yard Sales and Holiday Decorations. There shall be no more than two (2) garage or yard sales held by the Owner or residents of any Lot during any twelve (12) month period. Christmas lights and other holiday-type decorations may be erected no sooner than five (5) weeks prior to and removed not later than four (4) weeks after such holiday.

9.1.11 Lakes. All lakes, ponds and streams, including detention ponds, if any, within the Property shall be aesthetic amenities only and no other use thereof, including without limitation, swimming, boating, playing or use of personal flotation devices shall be permitted, except in accordance with rules and regulations established by the Declarant or the Association. Neither the Declarant, a Builder nor the Association shall be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of the lakes, ponds or streams and detention ponds within the Property.

9.1.12 Irrigation Systems. No irrigation system outlets shall be located in the public right-of-way.

ARTICLE X

EASEMENTS AND MAINTENANCE; RESPONSIBILITIES OF ASSOCIATION

The Lots and Common Elements shall be subject to certain easements as shown on the record plat and described in this Declaration. These easements shall be appurtenant to and pass with the title to the Lots and Common Elements.

10.1 Access Easements. All Lots shall be subject to an access easement in favor of the Declarant and the Association for the purposes of maintaining, cleaning, repairing, improving, regulating, operating, replacing and otherwise dealing with the Common Elements, including all improvements thereon. Such access easement shall also permit the Declarant and the Association to enter upon any Lot for the purpose of correcting grade and drainage patterns for the benefit of the entire Properties, provided that the Lot shall be restored with any pavement, grass or sod which shall have been removed.

10.2 Lot and Common Element Maintenance Easement. There is hereby reserved for the benefit of the Association, the City, Medina County, and their respective agents, employees, successors and assigns, but not to the public in general, a permanent non-exclusive right and easement to enter upon any and all Lots and Common Elements for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash and debris in order to maintain reasonable standards of health, fire safety and appearance within the Property, provided that such easements shall not impose any duty or obligation upon Declarant, Medina County, or the Association to perform any such actions.

10.3 Private Drainage Easements. Except as otherwise set forth on the record plat or plats for the Property, all Lots are subject to private drainage easements in favor of the Declarant, the Builder, and the Association. Additionally, except as otherwise set forth on the record plat or plats for the Property, all Lots are subject to a five foot (5') in width private drainage easement adjacent to the rear line of the Lot. Such private drainage easement shall be as set forth on the record plat or plats for the property. The Declarant, Builders and the Association shall have the right to enter upon a private drainage easement for the purpose of establishing or re-establishing drainage swales in order to control and direct storm water to collection facilities. Due to the nature of the Properties and that different types of living units may be constructed on Lots, the easements set forth in this Section 10.3 are subject to relocation based on the construction of a building on each Lot.

10.4 City of Brunswick. A permanent non-exclusive easement is granted to the City of Brunswick including, but not limited to, all police, fire and other emergency personnel, ambulance operators, delivery, garbage and trash removal personnel, and to all similar persons, and to all similar governmental or quasi-governmental agencies and their employees, but not to the public in general, to enter upon the Common Elements in the performance of their duties.

The Association hereby releases and shall indemnify the City of Brunswick and their respective employees, officers and assigns from all damages, accidents, casualties, occurrences, or claims that might arise or be asserted related to the Common Elements in accordance with the terms set forth herein, except for such damages, accidents, casualties, occurrences or claims that arise out of the negligence or willful misconduct of the City of Brunswick, and/or their employees, officers and assigns.

10.5 Association's Right to Maintain Lots. In the event that any Owner shall fail to provide maintenance as required by this Declaration in a manner satisfactory to the Association, and such Owner has failed to comply for fourteen (14) days after being so notified of such failure and upon being provided an opportunity to be heard concerning such failure, then the Association, and its respective agents, employees, successors and assigns, shall have the right to enter upon said Lot to repair, maintain and restore the Lot, including but not limited to, for the purpose of removing, clearing, cutting or pruning grass, underbrush, weeds, stumps, or other unsightly growth, removing trash and debris, or taking any other action necessary to repair, restore, and/or maintain the Lot. In the event that such failure poses a health, safety or security risk, then no notice or hearing need be given. The cost of such maintenance and repair shall be assessed against the subject Lot in accordance with Article V. There is hereby reserved for the benefit of the Association, and its respective agents, employees, successors and assigns, an alienable, transferable and perpetual easement right and easement to enter upon any and all of the Lots for the purpose of mowing, removing, clearing, cutting or pruning grass, underbrush, weeds, stumps or other unsightly growth and removing trash and debris in order to maintain the standard generally prevailing throughout the Property as required by the Declaration, provided that such easements shall not impose any duty or obligation upon the Association to perform any such actions. Nothing in this section shall be construed as (a) imposing any duty on the Association to perform repair, maintain, and restore a Lot, and/or (b) giving the Association any right to repair, maintain or restore any Living Unit.

10.6 Maintenance of Common Elements. The Association shall be responsible for the care and maintenance of the Common Elements located on the Properties. Such obligation of the Association shall include the care and maintenance of any improvements (including landscaping) constructed by the Declarant or the Association in an open-space easement or signage easement. The Association shall also be responsible for the care and maintenance of the water drainage functions of the Storm Water Facilities and related storm water improvements in a manner satisfactory to the appropriate governmental authority to the extent such facilities are not being maintained by such governmental authority. The Owner of a Lot shall be responsible for the care and maintenance of all other portions of such Owner's Lot, excluding any improvements installed by the Declarant or the Association in an open-space easement or signage easement. Notwithstanding the above, the Owner of a Lot on which is situated storm water facilities or a signage easement shall be responsible for all grass cutting in such easement areas. Should any Owner fail to maintain his Lot, to the extent provided in the Declaration, the Association may do so, after notice, and assess such Owner for the cost. The

assessment shall be a lien on the Owner's Lot to the same extent as other liens provided for herein.

10.7 Enforcement of City of Brunswick. The Association shall have primary responsibility to maintain, preserve and administer the Common Elements of the Property. This obligation of the Association shall continue so long as there are Common Elements within the Association that require maintenance and administration as required by the resolutions and regulations of the City of Brunswick. In the event of a failure by the Association to maintain or make necessary improvements or to enforce the provisions of this Declaration, which failure is material and adversely affects the public interest, the City of Brunswick shall have the right, but not the obligation, to enter on the Common Elements to make the required improvements and/or to perform those maintenance functions and/or to enforce the provisions of the Declaration. In addition, the City of Brunswick shall have the right to proceed against the Association and the Owners for reimbursement of its costs expended pursuant to this section. In this event, the Association shall be required to collect Special Assessments from the Owners to reimburse the City of Brunswick for such costs. If the Association fails to collect and remit such Assessments to the City of Brunswick, then the City of Brunswick shall have the right to proceed on behalf of the Association and the rights accorded to the Association herein, including the right to levy individual assessments and to file liens against the Lots.

10.8 Taxes and Assessments. The Association shall pay all taxes and assessments (including special assessments imposed pursuant to the special improvement district administered by the Brunswick Town Center Services Corporation) levied against portions of the Property owned by the Association, including, without limitation, personal property taxes, general real estate taxes and special assessments due and payable following conveyance of such property to the Association, the same to be prorated to the date such property is created as a separate tax parcel and is submitted to this Declaration. The Association shall also pay or reimburse Developer for any real estate taxes and assessments (including special assessments imposed pursuant to the special improvement district administered by the Brunswick Town Center Services Corporation) assessed with respect to any such Common Areas, and the Association shall accept a deed to and hold title to such areas.

ARTICLE XI

DEVELOPMENT RIGHTS

11.1 Submission of Additional Land. The Declarant reserves the rights to submit all or any portion of the Additional Land to the terms of this Declaration without consent of the Owners for a period of twenty (20) years beginning with the date of recording of the Declaration. The submission shall be accomplished by the filing of a Supplemental Declaration identifying the Additional Land, the Lots and the Common Elements.

11.2 Notice to the Board. The Declarant shall promptly notify the Board of the filing of any Supplemental Declaration.

11.3 Easements Reserved. The Declarant reserves for itself, its successors and assigns and any Builder, the following easements:

11.3.1 Easements for drainage and all utilities as shown on the record plat for the Subdivision.

11.3.2 Easements for ingress, egress, drainage and all utilities over the Common Elements provided that such easements do not unreasonably interfere with any Owner's rights of enjoyment.

11.3.3 An easement over the Common Elements as may be reasonably necessary for the purpose of discharging its obligations or exercising any rights under the Declaration.

11.3.4 An easement for ingress, egress, drainage and all utilities over the Common Elements and in favor of the Additional Property and the right to convey that easements to others in the event that the Additional Property is not submitted to this Declaration.

11.4 Assignment of Development Rights. The Declarant reserves the right to assign any or all of its Development Rights to any person or entity for the purpose of further development and improvement of the Property. No assignment shall be effective unless in a writing filed with the Recorder of Medina County, Ohio.

11.5 Transfer of Development Rights by Foreclosure. Unless otherwise provided in any mortgage securing the Property held by Declarant, in the case of foreclosure of such mortgage, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, of any portion of the Property held by the Declarant subject to the Development Rights herein reserved (including the Special Declarant Rights), a person acquiring title to such property, but only upon his request, succeeds to all such Development Rights. The judgment or instrument conveying title must provide for the transfer of such rights. Upon foreclosure sale, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, the Declarant ceases to have any of the rights herein reserved. A successor to the Development Rights held by a transferee who acquired such rights pursuant to this Section, may declare by a recorded instrument the intention to hold such rights solely for transfer to another person. Thereafter, until transferring such Development Rights to any person acquiring title to the Property subject to the Development Rights, or until recording an instrument permitting exercise of such rights, that successor may not exercise any of those rights, and any attempted exercise is void. So long as

a successor declarant may not exercise any Development Rights under this section, such declarant is not subject to any liability as a declarant.

ARTICLE XII

SPECIAL DECLARANT RIGHTS

12.1 Use for Sale Purposes. Declarant reserves for itself, its successors and assigns, and any Builder the right to maintain sales offices and models on the Lots.

12.2 Signs and Marketing. The Declarant reserves the right for itself and any Builder to post signs and displays in the Property to promote sales of Lots, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Owners.

12.3 Right to Amend Documents. Notwithstanding anything above to the contrary, this Declaration must be amended at any time, without approval of the Board or the vote of Owners by a written instrument executed by the Declarant for the purpose of annexing additional property or contracting Lots and Common Elements pursuant to this Declaration; eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; if in the judgment of the Declarant the purposes of the general plan of development will be better served by such amendment or modification; if in the judgment of the Declarant the amendment or modification is necessary to better implement the purposes of the Declaration; making nominal changes; clarifying Declarant's original intent; enabling a title company to issue title insurance coverage with respect to the Property or any portion thereof; making any change necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure, purchase, or grant loans on a Lot. No such amendment, however, shall materially affect any Owner's interest in the Association or the Common Elements. 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 a subsequent amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, or other evidence of obligation or other instrument affecting any portion of the Property and acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of power to the Declarant to vote in favor of, make a subsequent amendment. Each Owner and his mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, hereby appoints Declarant his attorney-in-fact, coupled with an interest, to execute on his behalf any such amendment. Additionally, each Owner and his mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in this paragraph. All such Owners and their mortgagees, upon request of Declarant, shall execute and delivery from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to

effectuate the provisions of this paragraph.

12.4 Rights to Disapprove of Actions. This section may not be amended without the express written consent of the Declarant so long as the Declarant owns a Lot. So long as Declarant owns a Lot, Declarant shall have a right to disapprove of actions of the Association, Board, or any Board Committee. This right shall be exercisable only by the Declarant, its successors, and assigns who specifically take this power in a recorded instrument. The right to disapprove shall be as follows: No action taken or authorized by the Association, Board, or any Board Committee shall become effective, nor shall any action, policy or program be implemented until and unless:

12.4.1 The Declarant shall have been given written notice of all meetings of the Association, Board, or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address Declarant has registered with the Secretary of the Association, as it may change from time to time, which notice shall set forth with reasonable particularity the agenda for the meeting; and

12.4.2 The Declarant shall be given the opportunity at any such meeting to join in or have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Association, Board, or any committee thereof. The Declarant, its representatives or agents shall have the right to make its concerns, thoughts, and suggestions known to the Association, Board, or committee. The Declarant shall have the right to disapprove of any action, policy, or program proposed by the Association, Board, or any committee thereof. This right to disapprove shall serve to block any proposed action from moving forward to a vote. The Declarant shall not use its right of disapproval to require a reduction in the level of services the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

12.5 Control of the Association.

12.5.1 Appointment of Trustees and Officers. The Declarant reserves the right to appoint and remove the members of the Board and the Officers of the Association during the Declarant Control Period which commence upon the recording of this Declaration and shall terminate no later than the earlier of.

12.5.1.1 sixty (60) days after the conveyance of seventy-five (75%) percent of the Lots (including Lots to be included on the Additional Land) to Owners other than Declarant or any Builder;

12.5.1.2 seven (7) years after recording of this Declaration.

12.5.2 Transition from Declarant Control. Not later than sixty (60) days after the conveyance of twenty-five (25%) percent of the Lots to Owners other than Declarant or any Builder, one Owner shall be elected to the Board by a vote of Owners other than Declarant or any Builder. Not later than sixty (60) days after the conveyance of fifty (50%) percent of the Lots to Owners other than Declarant or any Builder, an additional Owner shall be elected to the Board by a vote of Owners other than Declarant or any Builder.

12.5.3 Early Termination of Control. The Declarant may voluntarily surrender the right to appoint and remove trustees and officers before the termination of the period set forth above. In that event, the Declarant may require, for the duration of that period, that specified actions of the Association or the Board, be approved by Declarant before they become effective. Such voluntary termination shall be evidenced by a recorded instrument executed by the Declarant setting forth the termination of right to appoint and the actions which require Declarant's approval.

12.5.4 Declarant's Personal Property. The Declarant and any builder reserve the right to retain all personal property and equipment used in sales, management, construction and maintenance of the Property that has not been represented as property of the Association. The Declarant and builders reserve the right to remove within one year after the sale of the last lots from the Property any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

ARTICLE XIII

GENERAL PROVISIONS

13.1 Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Association or by 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.

13.2 Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

13.3 Duration. This Declaration, and its provisions, shall be covenants running with the land and shall bind the Property and shall (regardless of whether any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by Declarant and the Association and their legal representatives, successors and assigns and shall continue in full force and effect for twenty (20) years from the date on which this Declaration is recorded. Thereafter, this Declaration shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Article.

13.4 Amendment. Except as provided in Article XII, prior to the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument executed by Declarant and the Owners of at least sixty six and two thirds percent (66 2/3%) of all Lots.

13.4.1 Except as provided in Article XII, after the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least sixty six and two thirds percent (66 2/3%) of all Lots, provided, however, that any amendment affecting the rights of Declarant in this Declaration shall not be effective without the prior written consent of Declarant.

13.4.2 Except for amendments provided in Article XII, all amendments shall be executed by the Declarant, and shall be executed by the President and Secretary of the Association. Such Amendment shall certify that the proper notices were sent and that the requisite vote was obtained. Amendments need not be signed by the Owners or Medina County.

13.5 Amendment by Board. The Board may amend the Declaration, without a vote of the Owners, in any manner necessary to effectuate any of the following:

13.5.1 To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration, and similar institutions;

13.5.2 To meet the requirements of insurance underwriters;

13.5.3 To bring the Declaration into compliance with the laws of the United States, the State of Ohio, or any political subdivision thereof; or

13.5.4 To correct clerical or typographical errors or obvious factual errors in the Declaration or any exhibits hereto.

13.6 Termination. This Declaration and the regime created thereby may be terminated only in accordance with this Section.

13.7 Consent Required. This Declaration may be terminated only upon consent of eighty percent (80%) of the Owners, and if during the Declarant Control Period, by consent of the Declarant.

13.8 Agreement to Terminate. No termination shall be effective unless an agreement to terminate is filed for record with the Medina County Recorder's Office. This Agreement shall be executed in the same as a deed by the requisite number of Owners. The Agreement shall provide for disposition of the Common Elements, disposition of Association funds and other resolutions and provisions necessary to terminate the regime and wind up the affairs of the Association.

13.9 Professional Management Contracts and other Contracts. The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause or without payment of a termination fee on ninety (90) days or less written notice.

13.10 Non-Discrimination. No Lot Owner (including the Declarant) and no employee, agent or representative of a Lot Owner shall discriminate on the basis of sex, race, color, creed or national origin in the sale or lease of any Lot or in the use of the Common Elements.

13.11 Personal Liability. Nothing in this Declaration, the Articles or the regulations of the Association, or any rules or regulations enacted pursuant to any of the aforesaid, shall impose personal liability upon any member of the Board of Trustees or any officer of the Association acting in his capacity as such, for the maintenance, repair or replacement of any part of the Common Elements or give rise to a cause of action against any of them except for damages resulting from their own willful omissions or misconduct and each person who becomes an Owner or Member hereby releases and discharges all liability for injury or damages to such Member or Owner or to such Member's or Owner's property and covenants not to initiate any legal proceedings against any such person or persons unless such said person is covered by insurance and in such event the amount of recovery shall be limited in the amount of insurance.

13.12 Non-Liability of Declarant. Neither the Declarant nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to them by or pursuant to this Declaration or the By-Laws, whether or not such claims shall be asserted by an Owner, occupant, the Association, or by any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused. Without limiting the generality of the foregoing, the foregoing enumeration includes

all claims for, or arising by reason of, the Property or any part thereof becoming out of repair or by reason of any act or neglect of any Owner, occupant, the Association and their representative agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to furnish or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, cable television, etc.), except as provided by any written warranty provided by the Declarant to an Owner or the Association.

13.13 Articles of Incorporation and By-Laws. Copies of the Articles of Incorporation and By-Laws for the Association are attached hereto as Exhibits "B" and "C".

IN WITNESS WHEREOF, the undersigned Declarant, The Dress Company, a Kentucky corporation has hereunto set its signature on the day and year first above written.

THE DREES COMPANY,
a Kentucky corporation

By: _____

Jennifer L. Zabkar, President Cleveland
Division

STATE OF OHIO :

:

SS.

COUNTY OF CUYAHOGA :

:

The foregoing instrument was acknowledged before me this 22 day of SEPTEMBER, 2015 by Jennifer L. Zabkar, President Cleveland Division of The Drees Company, a Kentucky corporation, on behalf of the corporation.

Notary Public



JAMES O'CONNOR
Notary Public
In and for the State of Ohio
My Commission Expires
October 23, 2019

EXHIBIT "A"

Legal Description

EXHIBIT A

Situated in the City of Brunswick, County of Medina and State of Ohio;

And known as being part of the land conveyed to The City of Brunswick in Document No. 2002OR040598 of Medina County Recorders Records dated 10/15/02 located in Original Brunswick Township Tract 2, Lot 18 further bounded and described as follows:

Beginning at a 5/8" rebar with cap stamped "6752 & 7477" found at the Southwest corner of said Lot 18, said point being the principal place of beginning of the parcel described herein;

COURSE NO. 1

Thence N 01° 06' 08" W, 739.62 feet along the West line of said Lot 18 to a 5/8" rebar with cap stamped "Cunningham-5274" set;

COURSE NO. 2

Thence N 89° 59' 03" E, 128.28 feet to a 5/8" rebar with cap stamped "Cunningham-5274" set;

COURSE NO. 3

Thence 50.04 feet being the arc of a curve deflecting to the right to a 5/8" rebar with cap stamped "Cunningham-5274" set, said arc has a radius of 156.25 feet, a central angle of 18° 20' 51", a chord of 49.82 feet bearing N 26° 40' 00" E;

COURSE NO. 4

Thence 28.99 feet being the arc of a curve deflecting to the left to a 5/8" rebar with cap stamped "Cunningham-5274" set, said arc has a radius of 20.00 feet, a central angle 83° 02' 47", a chord of 26.52 feet bearing N 5° 40' 58" W;

COURSE NO. 5

Thence 224.62 feet being the arc of a curve deflecting to the left to a 5/8" rebar with cap stamped "Cunningham-5274" set at a point of reverse curve, said arc has a radius of 401.00 feet, a central angle of 32° 05' 41", a chord of 221.70 feet bearing S 63° 15' 13" E;

COURSE NO. 6

Thence 122.60 feet being the arc of a curve deflecting to the right to a 5/8" rebar with cap stamped "Cunningham-5274" set at a point of compound curve, said arc has a radius of 175.00

feet, a central angle of $40^{\circ} 08' 22''$, a chord of 120.11 feet bearing $S 59^{\circ} 13' 53'' E$;

COURSE NO. 7

Thence 50.97 feet being the arc of a curve deflecting to the right to a 5/8" rebar with cap stamped "Cunningham-5274" set at a point of reverse curve, said arc has a radius of 415.00 feet, a central angle of $7^{\circ} 02' 12''$, a chord of 50.94 feet bearing $S 35^{\circ} 38' 36'' E$;

COURSE NO. 8

Thence 178.27 feet being the arc of a curve deflecting to the left to a 5/8" rebar with cap stamped "Cunningham-5274" set at a point of tangency, said arc has a radius of 245.00 feet, a central angle of $41^{\circ} 41' 28''$, a chord of 174.37 feet bearing $S 52^{\circ} 58' 14'' E$;

COURSE NO. 9

Thence $S 73^{\circ} 48' 58'' E$, 214.65 feet to a 5/8" rebar with cap stamped "Cunningham-5274" set at a point of curve;

COURSE NO. 10

Thence 106.07 feet being the arc of a curve deflecting to the left to a 5/8" rebar with cap stamped "Cunningham-5274" found at the Northwest corner of Sublot 32 of Brunswick Lake Southwest Neighborhood Subdivision Phase 1B as recorded in Plat Document No. 2006PL00011 of Medina County Recorder's Records being in the South right-of-way of Brunswick Lake Parkway (50 feet wide), said arc has a radius of 1292.95 a central angle of $4^{\circ} 42' 01''$, a chord of 106.04 feet bearing $S 76^{\circ} 09' 58'' E$;

COURSE NO. 11

Thence $S 0^{\circ} 01' 24'' W$, 123.54 feet along the West line of said Sublot 32 to a 5/8" rebar with cap Stamped "Cunningham-5274" found at the Southwest corner thereof being the Northwest corner of Block "A" of Brunswick Lake Southwest Neighborhood Subdivision Phase 1 as recorded in Plat Document 2005PL000151 of Medina County Recorders Records;

COURSE NO. 12

Thence $S 3^{\circ} 08' 00'' W$, 24.00 feet along the West line of said Block "A" to a 5/8" rebar with cap stamped "Cunningham-5274" found at the Southwest corner thereof being the Northwest corner of Block "C1" of Brunswick Lake Southwest Neighborhood Subdivision Phase 1E as recorded in Plat Document No. 2006PL000120 of Medina County Recorder's Plat Records;

COURSE NO. 13

Thence S 0° 12' 35" E, 96.79 feet along the West line of said Block "C1" to a 5/8" rebar with cap stamped "Cunningham-5274" found at the Southwest corner thereof being in the North right-of-way of Sandlewood Drive (50 feet wide);

COURSE NO. 14

Thence S 89° 47' 25" W, 29.34 feet along the North right-of-way of said Sandlewood Drive to a 5/8" rebar with cap stamped "Cunningham-5274" set at the Northwest terminus thereof;

COURSE NO. 15

Thence S 0° 12' 35" E, 50.00 feet along the West terminus of said Sandlewood Drive to a 5/8" rebar with cap stamped "Cunningham-5274" set at the Southwest terminus thereof;

COURSE NO. 16

Thence N 89° 47' 25" E, 24.19 feet along the South right-of-way of Sandlewood Drive to a 5/8" rebar with cap stamped "Cunningham-5274" found at the Northwest corner of Sublot 14 of Brunswick Lake Southwest Neighborhood Subdivision Phase 1A as recorded in Plat Document No. 2005PL000152 of Medina County Records;

COURSE NO. 17

Thence S 0° 00' 57" E, 120.00 feet along the West line of said Sublot 14 to a 5/8" rebar with cap stamped "Cunningham-5274" found at the Southwest corner thereof being in the South line of said Lot 18, said line being the North line of Mesa Grande Subdivision Phase II as recorded in Plat Volume 17, Page 280 of Medina County Recorder's Plat Records;

COURSE NO. 18

Thence S 89° 47' 25" W, 907.03 feet along the South line of said Lot 18 and the North line of said Mesa Grande Subdivision Phase II and the North line of Coventry Estates Phase 5 as recorded in Plat Volume 18, Page 31 of Medina County Recorder's Plat Records to the principal place of beginning and containing therein 12.7580 acres of land as surveyed in December, 2008 by Robert A. Damon, Registered Surveyor No. 6083.

The basis of Bearings is the West line of Tract 2, Lot 18, N 01° 06' 08" W, as recorded in Bk. 39, Page 314 of the Medina County Engineer's Survey Records.

ppn: 003 . 18 D . 10 . 218

EXHIBIT A

Situated in the City of Brunswick, County of Medina and State of Ohio known as being all of the lands conveyed to the Drees Company in Document No. 2015OR003458, dated 2/20/15 and part of the lands conveyed to the City of Brunswick in Document No. 2002OR040598, dated 10/15/02 located in original Brunswick Township Lot 18, Tract 2

Sublot Number	Permanent Parcel Number
1	003-18D-10-226
2	003-18D-10-227
3	003-18D-10-228
4	003-18D-10-229
5	003-18D-10-230
6	003-18D-10-231
7	003-18D-10-232
8	003-18D-10-233
9	003-18D-10-234
10	003-18D-10-235
11	003-18D-10-236
12	003-18D-10-237
13	003-18D-10-238
14	003-18D-10-239
15	003-18D-10-240
16	003-18D-10-241
17	003-18D-10-242
18	003-18D-10-243
19	003-18D-10-244
20	003-18D-10-245
21	003-18D-10-246
22	003-18D-10-247
23	003-18D-10-248
24	003-18D-10-249
25	003-18D-10-250
26	003-18D-10-251
27	003-18D-10-252
28	003-18D-10-253
29	003-18D-10-254
30	003-18D-10-255
Block A	003-18D-10-256
Block B	003-18D-10-257
Block C	003-18D-10-258
Block D	003-18D-10-259
Block E	003-18D-10-260

THE DREES SOUTHLAKE NEIGHBORHOOD OF BRUNSWICK TOWN CENTER SUBDIVISION

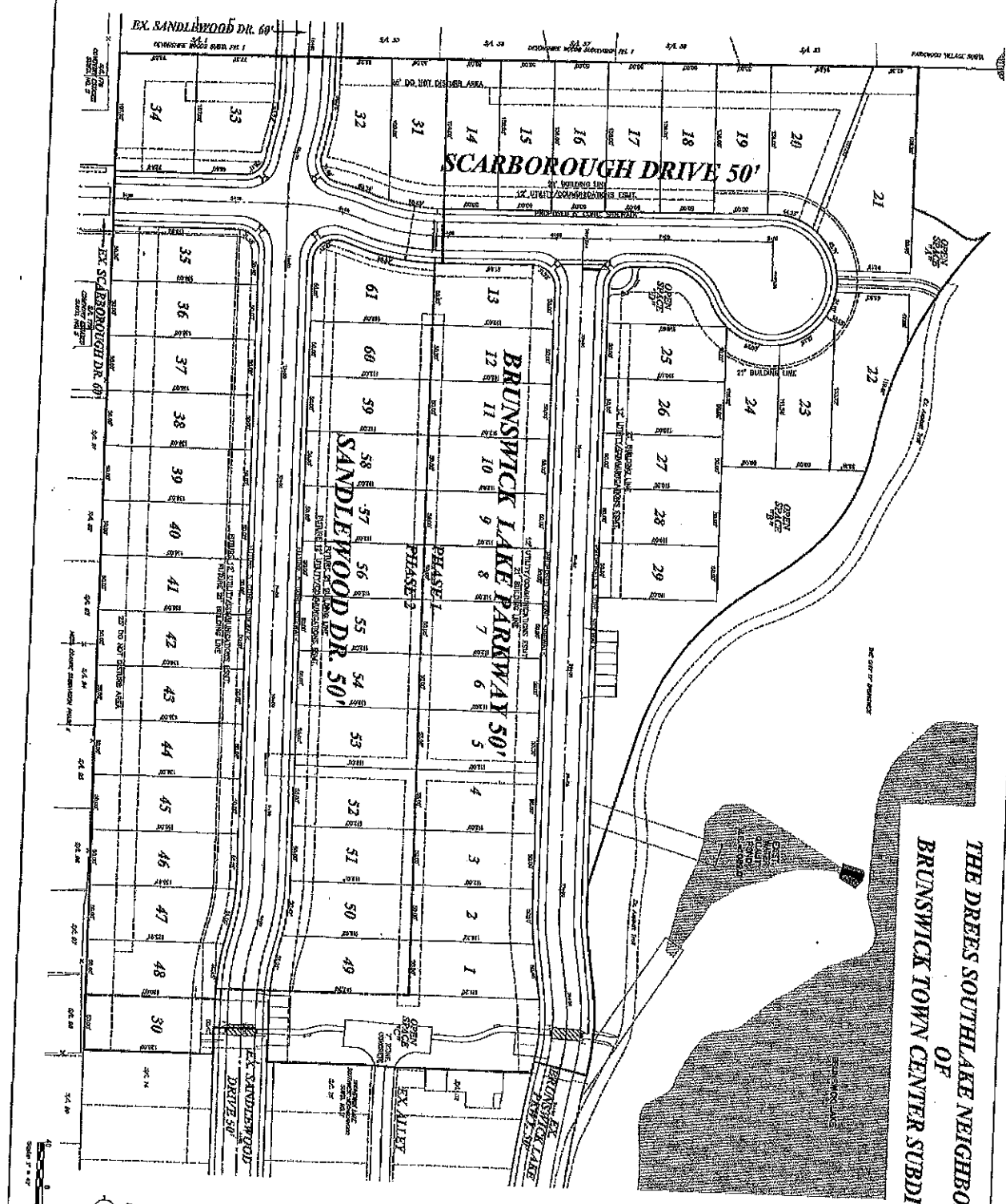


EXHIBIT "A"

DATE: 11/1/73
BY: [Signature]
FOR: [Signature]

SOUTHLAKE NEIGHBORHOOD SUBDIVISION

CITY OF BRUNSWICK LOCATED IN COUNTY OF ALBANY

CUNNINGHAM & ASSOCIATES, INC.

CIVIL ENGINEERING and SURVEYING

501 W. LAKESHORE AVENUE, DUBLIN, OHIO 43017 314-723-3900

REVISIONS	
NO.	DESCRIPTION

EXHIBIT "B"

Articles of Incorporation

201519063899

DATE:
07/10/2015

DOCUMENT ID
201519063899

DESCRIPTION
DOMESTIC ARTICLES/NON-PROFIT
(ARN)

FILING
125.00

EXPED
.00

PENALTY
.00

CERT
.00

COPY
.00

Receipt

This is not a bill. Please do not remit payment.

ARONOFF, ROSEN & HUNT, LPA
ATTN: TINA M DONNELLY, ESQ
2200 US BANK TOWER, 425 WALNUT ST
CINCINNATI, OH 45202

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted
2409191

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
**DREES SOUTHLAKE NEIGHBORHOOD OF BRUNSWICK TOWN CENTER HOMEOWNERS
ASSOCIATION, INC.**

Document(s)
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
201519063899

Effective Date: 07/06/2015

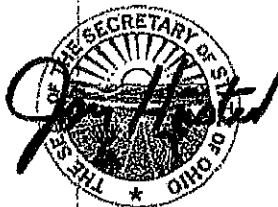


United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 10th day of July, A.D. 2015.

Jon Husted

Ohio Secretary of State



JON HUSTED
OHIO SECRETARY OF STATE

Toll Free: (877) 808-FILE (877-767-3453) | Central Ohio: (614) 468-3910
www.OhioSecretaryofState.gov | busserv@OhioSecretaryofState.gov
File online or for more information: www.OHBusinessCentral.com

Please return the approval certificate to:

Name:

Aronoff, Rosen & Hunt, LPA

(Individual or Business Name)

To the attention of:

Tina M. Donnelly, Esq.

(If necessary)

Address:

2200 US Bank Tower, 425 Walnut St.

City:

Cincinnati

State:

Ohio

ZIP Code:

45202

Phone Number:

(513) 241-0400

E-mail Address:

tmdonnelly@arh-law.com

- ☐ Check here if you would like to receive important notices via e-mail from the Ohio Secretary of State's office regarding Business Services.
- ☒ Check here if you would like to be signed up for our Filing Notification System for the business entity being created or updated by filing this form. This is a free service provided to notify you via e-mail when any document is filed on your business record.

Please make checks or money orders payable to: "Ohio Secretary of State"

Type of Service Being Requested: (PLEASE CHECK ONE BOX BELOW)

- ☐ **Regular Service:** Only the filing fee listed on page one of the form is required and the filing will be processed in approximately 3-7 business days. The processing time may vary based on the volume of filings received by our office.
- ☐ **Expedite Service 1:** By including an Expedite fee of \$100.00, in addition to the regular filing fee on page one of the form, the filing will be processed within 2 business days after it is received by our office.
- ☐ **Expedite Service 2:** By including an Expedite fee of \$200.00, in addition to the regular filing fee on page one of the form, the filing will be processed within 1 business day after it is received by our office. This service is only available to walk-in customers who hand deliver the document to the Client Service Center.
- ☐ **Expedite Service 3:** By including an Expedite fee of \$300.00, in addition to the regular filing fee on page one of the form, the filing will be processed within 4 hours after it is received by our office, if received by 1:00 p.m. This service is only available to walk-in customers who hand deliver the document to the Client Service Center.
- ☐ **Preclearance Filing:** A filing form, to be submitted at a later date for processing, may be submitted to be examined for the purpose of advising as to the acceptability of the proposed filing for a fee of \$50.00. The Preclearance will be complete within 1-2 business days.

Last Revised: 5/14/2014



Form 532B Prescribed by:

JON HUSTED
OHIO SECRETARY OF STATE

Toll Free: (877) 808-FILE (877-767-3453)
Central Ohio: (614) 488-3910

www.OhioSecretaryofState.gov
busserv@OhioSecretaryofState.gov

File online or for more information: www.OHBusinessCentral.com

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 470
Columbus, OH 43216

Expedite Filing (Two business day processing time,
Requires an additional \$100.00)

P.O. Box 1380
Columbus, OH 43216

Initial Articles of Incorporation
(Nonprofit, Domestic Corporation)
Filing Fee: \$125
(114-ARN)

First:

Name of Corporation **Drees Southlake Neighborhood of Brunswick Town Center Homeowners Association, Inc.**

Second:

Location of Principal office
in Ohio

Brunswick

City

Medina

County

Ohio

State

Effective Date
(Optional)

mm/dd/yyyy

(The legal existence of the corporation begins upon
the filing of the articles or on a later date specified
that is not more than ninety days after filing)

Third:

Purpose for which corporation is formed

To provide for the maintenance, preservation and control of the subdivision and the buildings and improvements situated thereon in accordance with the Declaration of the Subdivision and all other powers, rights and privileges which a non-profit corporation has under the laws of the State of Ohio.

****Note for Nonprofit Corporations:** The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit corporation secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided.

****Note:** ORC Chapter 1702 allows for additional provisions to be included in the Articles of Incorporation that are filed with this office. If including any of these additional provisions, please do so by including them in an attachment to this form.

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Drees Southlake Neighborhood of Brunswick Town Center Homeowners Association, Inc., hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

Tina M. Donnelly, Esq.

Name

Aronoff, Rosen & Hunt, LPA, 2200 US Bank Tower, 426 Walnut St.

Mailing Address

Cincinnati

City

Ohio

State

45202

Zip Code

Must be signed by the
Incorporators or a
majority of the
Incorporators

Tina M. Donnelly, Esq.

Signature

Signature

Signature

ACCEPTANCE OF APPOINTMENT

The Undersigned,

Tina M. Donnelly,

Statutory Agent Name

, named herein as the

Statutory agent for

Drees Southlake Neighborhood of Brunswick Town Center

Corporation Name

Homeowners Association, Inc.

hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Statutory Agent Signature

Tina M. Donnelly

Individual Agent's Signature / Signature on behalf of Business Serving as Agent

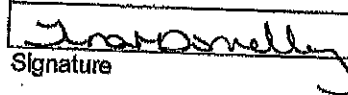
By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by the incorporator(s).

If the incorporator is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the incorporator is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.


Signature

By

Tina M. Donnelly, Esq.
Print Name

Signature

By

Print Name

Signature

By

Print Name

ADDITIONAL PROVISIONS

ARTICLE VI - MEMBERSHIP

Every Owner of a Lot as described in the Declaration and as created by that Declaration which is subject by covenants of record contained in the Declaration to assessment by the Association, including purchasers on land installment contract as such instrument are defined in Ohio Revised Code Chapter 5313, and including contract sellers on other forms of executory contracts for the sale of a Lot, but excluding those holding record title or a similar interest merely as security for the performance of an obligation, shall automatically on acquisition of such ownership interest in a Lot be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Such membership shall terminate upon the sale or other disposition by such Lot Owner of his ownership interest, at which time the new Lot Owners shall automatically become a Member of the Association. Voting rights of the Members shall be set forth in the Declaration and By-Laws for the Corporation.

ARTICLE VII - INDEMNIFICATION OF TRUSTEES, OFFICERS OR EMPLOYEES

The Corporation shall indemnify any and every trustee, officer or employee against expenses, judgments, decrees, fines, penalties or amounts paid in settlement in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which such trustee, officer or employee is or may be made a party by reason of being or having been such trustee, officer or employee, provided a determination is made by the trustees in the manner set forth in Ohio Revised Code Section 1702.12(E)(1) to the effect (a) that such trustee, officer or employee was not, and has not been adjudicated to have been, negligent or guilty of misconduct in the performance of his duty to the corporation of which he is a trustee, officer or employee, (b) that he acted in good faith in what he reasonably believed to be the best interest of such corporation, and (c) that, in any matter the subject of a criminal action, suit or proceeding, he had no reasonable cause to believe that his conduct was unlawful. Such indemnification shall not be deemed exclusive of any other rights to which such trustee, officer or employee may be entitled under these Articles, the By-Laws of this corporation, any agreement or any insurance purchased by this corporation, or by vote of the Members, or otherwise.

ARTICLE VIII - DEALING WITH CORPORATION

A director or officer of the corporation shall not be disqualified by his office from dealing or contracting with the corporation as a vendor, purchaser, employee, agent or otherwise; nor shall any transaction, contract or act of the corporation be void or voidable or in any way affected or invalidated by reason of the fact that any director or officer or any firm or which such director or officer is a Member, or any corporation of which such officer or director is a

shareholder, director or officer, is in any way interested in such transaction, contract or act; provided, however, that the fact that such director, officer, firm or corporation is so interested must be disclosed to or known by the Board of such Members thereof as shall be present at the meeting of said Board at which action is taken upon such matters. No director or officer shall be accountable or responsible to the corporation for or in respect to any such transaction, contract, or act or for any gains or profits realized by him or by any organization affiliated with him as a result of such transaction, contract or act. Any such director or officer may be counted in determining the existence of a quorum at any meeting of the Board of the corporation which shall authorize or take action in respect of any such contract, transaction or act, and may vote to authorize, ratify or approve any such contract, transaction or act, with like force and effect as if he or any firm of which he is a Member or a corporation of which he is a shareholder, officer or director, were not interested in such transaction, contract or act.

EXHIBIT "C"

By-Laws

EXHIBIT C
BY-LAWS OF
DREES SOUTHLAKE NEIGHBORHOOD OF BRUNSWICK
TOWN CENTER HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND PURPOSE

The name of this Association shall be Drees Southlake Neighborhood of Brunswick Town Center Homeowners Association, Inc. and its sole purpose shall be to manage, govern and control the community facilities for Southlake in accordance with the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "Declaration") for the subject property in accordance with Ohio Revised Code Section 5312.

ARTICLE II

MEMBERSHIP

Section 1: Each Lot Owner shall be a Member of the Drees Southlake Neighborhood of Brunswick Town Center Homeowners Association, Inc. as provided in Article IV of the Declaration.

ARTICLE III

VOTERS

Section 1: The number of votes for each Member is calculated as provided in Section 4.2 of the Declaration.

Section 2: This voting power can be exercised in person or by proxy by the Owner, or Owners, of a Lot, his or her heirs, assigns or personal representative. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon the conveyance by the Lot Owner of his Lot.

ARTICLE IV

MEETINGS

Section 1: ANNUAL MEETING. There shall be an annual meeting of the Members held in Medina County, Ohio, within the first calendar quarter of each year at a date and time and at a place from time to time designated by the Board.

Section 2: ELECTION OF TRUSTEES. At the annual meeting the Members shall elect the Board of Trustees as provided in these By-Laws and the Declaration.

Section 3: ITEMS FOR DISCUSSION. At the annual meeting any matters concerning the welfare of the Southlake development may be discussed and referred to the Board for proper attention.

Section 4: REPORTS. At the annual meeting, the President, Secretary and Treasurer shall submit reports for the year just ending, which reports shall be read to the Members.

Section 5: SPECIAL MEETINGS. Special meetings may be called by the Board or by the President, or by Members constituting at least twenty percent (20%) of the voting power of the membership by written notice mailed to each Member at least five (5) days before the time and date for such meeting as shown in such notice. Notice of such meeting may be waived in writing.

Section 6: PRESIDING OFFICER. Annual and Special Meetings shall be presided over and conducted by the President, or in his absence, the Secretary or Treasurer, in that order.

Section 7: NOTICE. Except as otherwise provided in the Declaration, written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing or delivering a copy of such notice to each Member entitled to vote thereat, at least seven (7) days in advance of such meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the time and place of the meeting, and in the case of a Special Meeting, the purpose of the meeting.

Section 8: QUORUM. To constitute a quorum at the annual or any Special Meeting at least ten percent (10%) of the voting power of the membership (in person or by proxy) must be present at such meeting.

Section 9: VOTING POWER. Except as otherwise provided in the Declaration, or by law, the vote of a majority of the Members voting on any matter that may be determined by the Members

at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 10: ORDER OF BUSINESS. The order of business at all meetings of Members shall be as follows:

- a. Calling of meeting to order;
- b. Roll call; determination of whether there is a quorum;
- c. Proof of notice of meeting or waiver of notice;
- d. Reading of minutes of preceding meeting;
- e. Reports of officers;
- f. Reports of committees;
- g. Election of Trustees (when appropriate);
- h. Unfinished and/or old business;
- i. New business;
- j. Adjournment.

Section 11: WRITTEN CONSENT. Any action that could be taken by Members at a meeting may be taken without a meeting by the written consent of the Members having not less than fifty-one percent (51%) of the voting power of the membership unless the approval of a greater number of Members is required by the Declaration, or other Ohio Law to take the action being taken.

Section 12: SUSPENSION OF VOTING PRIVILEGES. No Member shall be eligible to vote or to be elected to the Board of Trustees who is shown on the books of the Association to be more than sixty (60) days delinquent in the payment of any assessment due the Association.

ARTICLE V

BOARD OF TRUSTEES AND OFFICERS

Section 1: BOARD OF TRUSTEES. Until the annual meeting in 2017, the initial Board shall consist of three (3) Trustees appointed by the Class B Member who shall serve until their

respective successors are appointed and qualified. Declarant appointed Trustees need not be Members of the Association.

Except as otherwise hereafter provided and except for the period during which the Declarant shall control the Board, Trustees shall be elected for three (3) year terms of office and shall serve until their respective successors are elected and qualified.

Not later than 60 days after the conveyance of 25% of the Lots, or at such sooner time as determined by the Board, the Class B Member shall appoint two (2) Trustees for a three (3) year term. At such meeting, the Class A Members shall elect one (1) Trustee for a three (3) year term. Thereafter, at each tri-annual meeting, the Class B Member, until such time as the Declarant shall transfer control of the Board to the Class A Members, shall appoint two (2) Trustees for a three (3) year term. At the expiration of the terms of the Trustee elected by the Class A Members, until such time as the Declarant shall transfer control of the Board to the Class A Members, the Class A Members shall, at the tri-annual meeting, elect a successor Trustee for a three (3) year term. All elected Trustees, and their successors, shall be owners or residents in the Southlake Subdivision.

The Declarant shall transfer control of the Board to the Class A Members at the first annual meeting after the earlier of the following events: (i) the expiration of the Development Period, or (ii) the Class B member voluntarily resigns in writing its Class B membership rights. At this meeting, all Declarant appointed Trustees shall be deemed removed from office, and the Class A Members, including the Declarant if it is then an Owner, shall elect a Trustee to fill each vacancy on the Board.

The terms of said elected Trustees shall be from one (1) to three (3) years, as determined by the Board, so that in any one (1) year thereafter, the terms of no more than one (1) Trustee shall expire. Additionally, after this meeting, all Trustees, and their successors, shall be elected by Class A Members and shall be elected for a three (3) year term.

Notwithstanding anything above to the contrary, the Class B Member may, by written notice to the Board, at or before any annual meeting, relinquish to the Class A Members, the Class B Members' right to elect one or more Trustees at such annual meeting pursuant to this section.

Section 2: REMOVAL. Excepting only Trustees named in the Articles or selected by the Declarant, any Trustee may be removed from the Board with or without cause, by a majority vote of the Members. In the event of the death, resignation, or removal of a Trustee other than the one named in the Articles or a substitute selected by the Declarant, that Trustee's successors shall be selected by the remaining members of the Board and shall serve the unexpired term of such deceased, resigned, or removed Trustee. The Declarant shall have the sole right to remove, with or without cause, any Trustee designated in the Articles, or a substitute selected by Declarant, and select the successor of any Trustee so selected who dies, resigns, is removed or leaves office for any reason before the election of Trustees by all of the Members as provided in the Declaration.

Section 3: NOMINATIONS. Nominations for the election of Trustees to be elected by the Members shall be made by a nominating committee. Nominations may also be made from the floor at the meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two (2) or more Members appointed by the Board. The nominating committee shall make as many nominations for elections to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 4: ELECTIONS. Election to the Board by the Members shall be by secret written ballot. At such elections, the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

Section 5: COMPENSATION. Unless otherwise determined by the Members at a meeting duly called and noticed for such purpose, no Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his or her actual out of pocket expenses incurred in the performance of his or her duty.

Section 6: REGULAR MEETINGS. Regular meetings of the Board shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 7: SPECIAL MEETINGS. Special meetings of the Board shall be held when called by the President of the Board, or by any two (2) Trustees, after no less than three (3) days notice to each Trustee.

Section 8: QUORUM. The presence at any duly called and noticed meeting, in person or by proxy, of Trustees entitled to cast a majority of the voting power of the Trustees, shall constitute a quorum for such meeting.

Section 9: VOTING POWER. Except as otherwise provided in the Declaration, or by law, the vote of a majority of the Trustees voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 10: ACTIONS IN WRITING WITHOUT MEETING. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Trustees.

Section 11: POWERS. The Board shall exercise all powers and authority, under law, and under the provisions of the Declaration, that are not specifically and exclusively reserved to the

Members by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- a. Take all actions deemed necessary or desirable to comply with all requirements of law, and the Declaration;
- b. Obtain insurance coverage not less than that required pursuant to the Declaration;
- c. Enforce the covenants, conditions and restrictions set forth in the Declaration;
- d. Repair, maintain, and improve the Common Elements;
- e. Establish, enforce, levy and collect assessments as provided in the Declaration including the right to collect fines;
- f. Adopt and publish rules and regulations, subject to the provisions of Article VI, governing the use of the Common Elements and the personal conduct of the Members, occupants and their guests thereon, and establish penalties for the infraction thereof;
- g. Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and a hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Declaration);
- h. Declare the office of a member of the Board to be vacant in the event that such Trustee shall be absent from three (3) consecutive regular meetings of the Board;
- i. Authorize the Officers to enter into one or more management agreements in order to facilitate the efficient operation of the Property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board - the terms of any management agreement shall be as determined by the Board to be in the best interests of the Association, subject, in all respects, to the provisions of the Declaration); and

- j. Do all things and take all actions permitted to be taken by the Association by law, or the Declaration not specifically reserved thereby to others.

Section 12: DUTIES. It shall be the duty of the Board to:

- a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at each annual meeting of the Members, or any special meeting when such statement is requested in writing by Members representing thirty percent (30%) of each class of Members who are entitled to vote;
- b. Supervise all Officers, agents and employees of the Association and see that their duties are properly performed;
- c. As more fully provided in the Declaration, to:
 - (i) Fix the amount of assessments against each Lot;
 - (ii) Give written notice of each assessment to every Member subject thereto within the time limits set forth therein; and
 - (iii) Foreclose a lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Member(s) personally obligated to pay the same, or both;
- d. Issue, or to cause an appropriate representative to issue, at a reasonable charge, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- e. Procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;
- f. Cause all Officers or employees handling Association funds to be bonded;
- g. Cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- h. Cause the restrictions created by the Declaration to be enforced; and

- i. Take all other actions required to comply with all requirements of law and the Declaration.

Section 13: LITIGATION. Notwithstanding any other provision of the By-Laws, the Declaration or the Articles, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the Lot Owners. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of the Declaration (including, without limitation, the enforcement of the restrictive covenants or the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article V of the Declaration, (c) proceedings involving challenges to ad valorem taxation, or (d) counter claims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant pursuant to Section 10.4 of the Declaration or is approved by the percentage vote, and pursuant to the procedures set forth in Section 10.3 of the Declaration.

Section 14: ENUMERATION OF OFFICERS. The Officers of this Association shall be a President, Secretary, Treasurer and such other Officers as the Board may from time to time determine. The officers shall be members of the Board, Owners, residents in the subdivision or representatives of the Declarant or the Developer and the same person may hold more than one office except the office of President and Secretary.

Section 15: SELECTION AND TERM. Except as otherwise specifically provided in the Declaration or by law, the Officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 16: SPECIAL APPOINTMENTS. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 17: RESIGNATION AND REMOVAL. Any Officer may be removed from office with or without cause, by the Board. Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 18: DUTIES. The duties of the Officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the Officers shall be as follows:

- a. President. The President shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.

- b. Secretary. The Secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the names of Members of the Association together with their addresses and shall act in the place instead of the President in the event of the President's absence or refusal to act.
- c. Treasurer. The Treasurer shall assume responsibility for the receipt of and deposit in appropriate bank accounts all monies of the Association, the disbursement of such funds as directed by resolution of the Board, the keeping of proper books of account, the preparation of an annual budget and statement of income and expenditures to be presented to the Members at annual meetings, and the delivery or mailing of a copy of each to each of the Members.

ARTICLE VI

ADMINISTRATIVE RULES AND REGULATIONS

Section 1: The Board may adopt administrative rules and regulations governing the operation and use of the Property not in conflict with the Declaration or these By-Laws.

ARTICLE VII

NOTICES AND DEMANDS

Section 1: Any notice by the Board or by the Officers to a Member shall be deemed to be duly given, and any demand upon him shall be deemed by him to have been duly made, if delivered in writing to him personally, or if mailed by first class mail, postage prepaid, addressed to him at the Lot address and any notice by a Member to the Association shall be deemed to be duly given and any demand upon the Association shall be deemed to have been duly made, if in writing and delivered to an Officer of the Association.

ARTICLE VIII

AMENDMENT

Section 1: These By-Laws may be amended from time to time at an annual or special meeting of the Association in accordance with the provisions set forth in the Declaration for amendment thereto.

ARTICLE IX

AUDIT

Section 1: The Board, at its option, shall cause the preparation of an audited financial statement of the Association for the previous accounting year. In such event, the Board shall furnish such statement to those requesting it, provided that no such statement needs to be furnished earlier than ninety (90) days following the end of such accounting year.

ARTICLE X

INDEMNIFICATION OF TRUSTEES AND OFFICERS

Section 1: A Trustee or an Officer shall not be liable to the Members for any mistake of judgment, or negligent act, except there shall be liability for a Trustee's or Officer's individual willful misconduct or bad faith. The Association shall indemnify Trustees and Officers, their heirs, executors and administrators, against all losses, costs and expenses, including attorney's fees, reasonably incurred by any such person in connection with any action, suit or proceeding to which such person may be made a party by reason of being or having been or being a representative of a Trustee or Officer, except as to matters as to which the Trustee or Officer shall be finally adjudged in this action, suit or proceeding to be liable for willful misconduct or bad faith. The Board may purchase insurance in the amount it deems appropriate to provide this indemnification, and the cost of this insurance shall be an expense of the Association. In the event of any settlement, indemnification shall be provided only in connection with those matters covered by the settlement as to which the Association is advised by counsel that the Trustee or Officer has not been guilty of willful misconduct or bad faith as a Trustee or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which a Trustee or Officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provision shall be treated by the Association as an expense of the Association. Nothing in this section shall be deemed to obligate the Association to indemnify any Member, who is or has been a Trustee or Officer, with respect to any duties or obligations assumed or liabilities incurred by the Member as a Member rather than as a Trustee or Officer.

ARTICLE XI

MISCELLANEOUS

Section 1: TITLE, BOOKS AND RECORDS. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any

Member. The Declaration, the Articles, and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 2: FISCAL YEAR. The fiscal year shall begin on the first day of January of every year, except that the first fiscal year of the Association shall begin at the date of incorporation. The commencement date of the fiscal year herein established shall be subject to change by the Board of Trustees should corporate practice subsequently dictate.

Section 3: CONFLICT. In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 4: RULES AND REGULATIONS. As provided in Article VI hereof, the Board may adopt such reasonable rules and regulations and from time to time amend the same supplementing the rules and regulations set forth in the Declaration and these By-Laws as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all Members and occupants and the Property shall at all times be maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration or of these By-Laws, the provisions of the Declaration and of these By-Laws shall govern.

Section 5: NO ACTIVE BUSINESS TO BE CONDUCTED FOR PROFIT. Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Members or any of them.

Section 6: DEFINITIONS. All terms used herein shall have the same meaning as set forth in the Declaration.

Section 7: DELEGATION OF DUTIES. Nothing herein contained shall be construed so as to preclude the Association from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the Board shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

This instrument prepared by Tina M. Donnelly, Esq., Aronoff, Rosen & Hunt, 2200 U.S. Bank Tower, 425 Walnut Street, Cincinnati, Ohio 45202 (513) 241-0400.

September 21, 2015\\nc\p\NChromik_letters\TMD\Southlake Sub\By-Laws-r 2.doc

HOA Document Powers

3.2.10 – Environmental Easement

Easement to empower Developer and Association to take any action necessary to effect compliance with environmental rules – this is for area of Conservation Easement and wetlands located in “buffer zone”.

8.9.22 – Grading/Maintenance of “Southlake” Buffer Area

Serves as a restriction that no person may alter the buffer area without approvals. Also states responsibility to maintain buffer in its natural state.

If we were to amend the HOA documents – I would suggest we add the exact verbiage of the new text amendment directly to this section and file an amendment to the HOA docs. This creates a direct connection between the City Rules and HOA documents and ensures consistent and direct interpretation.

5.5 – Individual Assessments

In the event an owner fails to maintain elements of property as required by HOA, the Association has the right to step in, cure issues and charge back to homeowner as an assessment.

8.9.14 – Landscaping & Trees

This establishes owner has the responsibility to care for dead trees.

10.2 Lot and Common Element Maintenance easement

Easement granting the right to enter any and all lots and common area to maintain property. These rights extend to Association, City and County.

10.5 Associations Right to Maintain lots

If any owner fails to provide any maintenance as required, then the association shall have the right to enter lot to repair/restore or maintain the lot.

1
CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 2-16

BY: Mr. Abella, Mr. Hanek and Mr. Ousley

AN ORDINANCE AMENDING THE DESIGN GUIDELINES FOR THE
SOUTHWEST NEIGHBORHOOD OF THE BRUNSWICK TOWN CENTER
SPECIAL PLANNING DISTRICT NO. 2.

WHEREAS: At a public hearing held on December 17, 2015, the Brunswick City Planning Commission recommended amendment to the Design Guidelines for the Southwest Neighborhood of the Brunswick Town Center Special Planning District No. 2 as provided below.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That Section (E) of the General Requirements shall be amended to read as follows:

“ Screening/Fencing.

A tree line exists along the south and west property lines that shall be maintained. A minimum distance of 25 feet from these property lines shall be established as a “~~dDo n~~Not ~~dD~~isturb” zone. The purpose of the buffer is to preserve the natural environment and provide visual screening between adjacent communities.

Developer to provide City with copies of signed buyer acknowledgement Contact Addendum form from homeowners who purchase lots containing a “Do Not Disturb” zone. Contract Addendum to restate owners’ limitation of “Do Not Disturb” zone and responsibility for required maintenance. Acknowledgement to also restate: In the event of non-compliance or failure to properly maintain the “Do Not Disturb” zone, the Homeowners’ Association has the duty, power and authority to perform required maintenance and assess the individual subplot owner as required.

To preserve, protect and enhance the “Do Not Disturb” zone, with a plan created by a licensed arborist submitted to and approved by the City, maintenance of the “Do Not Disturb” zone, including selective pruning and/or removal of dead/diseased trees may be completed as outlined in an approved plan. Restorative and supplemental replanting may also be performed in the “Do Not Disturb” zone under the licensed arborist’s plan.

A “Low-Sight Impact Preservation Fence” is defined as an “Extruded aluminum, square post, smooth top, three rail fence that is sixty (60) inches tall and black in color.”

In order to maintain the integrity of the treed visual buffer area, the developer shall install a Low-Sight Impact Preservation Fence across the rear property lines with posts located on the property lines of Sublots 14 through 20 and 31 through 34. The owners of Sublots 14 through 20 and 31 through 34 may install a Low-Sight Impact Preservation Fence along their side property lines through the "Do Not Disturb" zone in order to protect and enclosed their backyards. No trees may be impacted by the installation of the fence unless specifically stated in a licensed arborist's plan. In order to maintain design consistency, any additional fencing on Sublots 14 through 20 and 31 through 34 must match the Low-Sight Impact Preservation Fence development standard, and must be approved by the Homeowners' Association. Any fencing installed within the community is subject to application and granting of a permit by the City."

SECTION 2: That Section A(4) of Type II Building: Front-Loaded Homes shall be amended to read as follows:

"4. Encroachments:

On all exterior sublots within the community (Sublots 14 through 24 and 27 through 48), a porch, bay window, or balcony may encroach into the front setback area by a maximum of 9 feet. On all interior sublots of the subdivision (Sublots 1 through 13, 25 and 26, and 49 through 61), an uncovered deck or patio may encroach into the rear setback area by a maximum of 9 feet.

SECTION 3: That Section A(5) of Type II Buildings: Front-Loaded Homes shall be amended to read as follows:

"5. Side yards adjacent to park land by Brunswick Lake:

Homes Sublots which have a side yard adjacent to park land by Brunswick Lake (Sublots ~~21~~14 and ~~22~~5 on the site plan) shall be allowed a reduction of rear yard setback minimums of up to ~~20~~² feet for 30% of the width of the rear yard.

SECTION 4: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____

Clerk of Council
Barb Ortiz

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 01/11/2016

TO: Vice Mayor Vince Carl and Members of City Council

FROM: Anthony J. Bales, City Manager
Grant Aungst, Community and Economic Development Director

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 3-16** - An ordinance establishing Section 244.03 of the City of Brunswick Codified Ordinances by establishing the full-time position of Chief Building Official - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Julie Murawski*)

BACKGROUND: The recent Charter changes created the Department of Community & Economic Development, to be supervised by a Director. The changes officially separated the duties of the former position of Development Director/Chief Building Official (CBO). Consequently, it was necessary to create the position of Chief Building Official.

PURPOSE AND EXPLANATION: This Ordinance would establish the pay range for the Chief Building Official position. The range is the same as the Acting Chief Building Official pay range.

IMPLEMENTATION SCHEDULE:

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Pay Range: \$55,000 - \$92,500

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	No
Suspension of Rules	No

If emergency or suspension of the rules, why the request?
Recommend approval.

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 3-16

BY: Committee-of-the-Whole

AN ORDINANCE ESTABLISHING SECTION 244.03 OF THE CITY OF
BRUNSWICK CODIFIED ORDINANCES BY ESTABLISHING THE FULL-
TIME POSITION OF CHIEF BUILDING OFFICIAL.

WHEREAS: The City has historically had the position of Development Director/Chief Building Official in charge of the Department of Development, as established by Charter;

WHEREAS: Recent changes to the Charter, as adopted by the electorate at the November 3, 2015 general election, eliminated the position of Development Director/Chief Building Official and established the position of Community and Economic Development Director to be in charge of the newly renamed and reorganized Department of Community and Economic Development; and

WHEREAS: This Council is desirous of creating the full-time position of Chief Building Official to be in charge of the newly renamed Division of Building within the Department of Community and Economic Development, who shall report directly to the Community and Economic Development Director.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That Section 244.03 of the Codified Ordinances is hereby established to read as follows:

“244.03 CHIEF BUILDING OFFICIAL.

- (a) There is hereby established the new full-time position of Chief Building Official who shall be appointed by the City Manager and report directly to the Community and Economic Development Director.
- (b) The Chief Building Official shall have such duties as prescribed by Ordinance or as assigned by the City Manager and/or the Community and Economic Development Manager.
- (c) The pay range for of the Chief Building Official is hereby established to be: \$55,000.00 - \$92,500.00.”

SECTION 2: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____

Clerk of Council
Barbara J. Ortiz, CMC

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 01/11/2016

TO: Vice Mayor Vince Carl and Members of City Council

FROM: Anthony J. Bales, City Manager
Grant Aungst, Community and Economic Development Director

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 4-16** - An ordinance amending Section 1278.02 of the City of Brunswick Codified Ordinances - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Ken Fisher*)

BACKGROUND: Currently any building permit that proposes to amend an approved site plan in an industrial zoning district requires Planning Commission review and approval.

**PURPOSE AND
EXPLANATION:**

This ordinance is proposed to amend Section 1278.02 of the Codified Ordinances of the City of Brunswick so that a building permit application to amend an approved site plan in an industrial zoning district, which complies with all applicable municipal zoning and land use requirements, will not require Planning Commission approval, provided (1) the total aggregate cost of the proposed improvements does not exceed \$75,000.00; (2) the proposed change does not increase the impervious surface area of the site by more than 0.1 acre, as determined by the City Engineer; and (3) the building permit application is reviewed, certified and approved in writing by the City Engineer and Chief Building Official. This exception to Planning Commission approval shall not be utilized more than once per site after approval of the final site plan. Regardless, the Community and Economic Development Director, Chief Building Official, or designee, shall have the discretion to refer any building permit application to the Planning Commission for review and approval.

IMPLEMENTATION

SCHEDULE: Forward to Planning Commission for a public hearing after 1st reading.

**FINANCIAL
INFORMATION:**

**FINANCIAL
SUMMARY:**

**RECOMMENDED
ACTION:**

One Reading	No
Two Readings	No
Three Readings	Yes

Emergency	No
Suspension of Rules	No

If emergency or suspension of the rules, why the request?

The Planning & Zoning Committee reviewed the proposal and recommended approval.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 4-16

BY: Mr. Abella, Mr. Hanek and Mr. Ousley

AN ORDINANCE AMENDING SECTION 1278.02 OF THE CITY OF
BRUNSWICK CODIFIED ORDINANCES.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That Section 1278.02 of the Codified Ordinances is hereby amended to read as follows:

“All permitted and conditionally permitted uses in the commercial and industrial districts and all indicated conditionally permitted uses in residential districts shall be subject to the site plan review procedures and guidelines of this chapter, except as otherwise provided herein. The Planning Commission, and the City Council where indicated, shall approve a detailed site plan prior to approval of building permits in any of the following circumstances:

- (a) Vacant land is proposed for development;
- (b) Additional buildings or building additions are proposed for a developed site, except as otherwise provided herein; and
- (c) Developed sites are to be modified by changes in use group as defined by the Ohio Basic Building Code, vehicular circulation, drive entrances from adjacent streets, parking area design or parking demand as determined by Chapter 1276.

The Planning Commission may determine that a site plan review is not required where only inconsequential changes are proposed for a site.

Additionally, a building permit application to amend an approved site plan in a ~~commercial~~ industrial zoning district, which application fully complies with all applicable municipal zoning and land use requirements, will not require Planning Commission approval, provided the following conditions are met: (1) the total aggregate cost of the proposed improvements does not exceed ~~Twenty-Five-Seventy-Five~~ Thousand Dollars (\$~~275~~,000.00); (2) the proposed change does not increase the impervious surface area of the site by more than 0.1 acres, as determined by the City Engineer; and (3) the building permit application is reviewed, certified and approved in writing by the City Engineer and Chief Building Official as meeting all applicable municipal zoning and land use requirements. This exception to Planning Commission approval shall not be utilized more than once after approval of the final site plan. Notwithstanding anything to the contrary contained herein, the Community and Economic Development Director, Chief Building Official, or designee, shall have the discretion to refer any building permit application to the Planning Commission for review and approval.”

SECTION 2: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Barb Ortiz

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 01/11/2016

TO: Vice Mayor Vince Carl and Members of City Council

FROM: Anthony J. Bales, City Manager

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 5-16** - An ordinance amending specified sections of the City of Brunswick Codified Ordinances in conformity with amendments to Charter adopted by the electorate at the November 3, 2015 General Election - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Ken Fisher*)

BACKGROUND: Brunswick Codified Ordinances need to conform to the recent Charter Amendments adopted by the electorate on November 3, 2015.

PURPOSE AND EXPLANATION: Codified Ordinances need to conform with the recent Charter amendments adopted on November 3, 2015.

IMPLEMENTATION SCHEDULE:

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	No
Suspension of Rules	No

If emergency or suspension of the rules, why the request?

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 5-16

BY: Committee-of-the-Whole

AN ORDINANCE AMENDING SPECIFIED SECTIONS OF THE CITY OF
BRUNSWICK CODIFIED ORDINANCES IN CONFORMITY WITH
AMENDMENTS TO THE CHARTER ADOPTED BY THE ELECTORATE AT
THE NOVEMBER 3, 2015 GENERAL ELECTION.

WHEREAS: Recent changes to the Charter, as adopted by the electorate at the November 3, 2015 general election, require updates to specified Sections of the Codified Ordinances as provided herein.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That references to the “Division of Fire” in the following Sections shall be replaced with the “Division of Fire and Rescue”:

- a) Title of Chapter 250;
- b) Section 250.01;
- c) Section 250.02;
- d) Section 250.06;
- e) Section 828.20;
- f) Section 840.05;
- g) Section 1468.04;
- h) Section 1602.03(a);
- i) Section 1602.10;
- j) Section 1602.11;
- k) Section 1602.12;
- l) Section 1602.13;
- m) Section 1602.99(a);
- n) Section 1606.01; and
- o) Section 1610.02.

SECTION 2: That references to the “Director of Public Services” in Section 238.05 shall be replaced with “Chief of Police”.

SECTION 3: That references to the “Development Director/Chief Building Official” in Section 240.01(a) shall be replaced with “Director of Public Service.

SECTION 4: That Section 248.05 shall be amended to read as follows:

“The Chief of Police shall be the head of the Division of Police, subject to the authority of the City Manager/Safety Director, as provided in Section 248.06. In the absence of the Chief of Police, the ~~Sergeant of Police~~member of the Division designated by the

Chief shall temporarily be in charge of the Division. The members of the Division shall have all powers, duties and functions of police officers under the laws of the State and the ordinances of the City.”

SECTION 5: That Sections 248.08 and 248.09 shall be combined into Section 248.08 and references to “Clerk-Typist” or “Radio Dispatchers” contained therein shall be replaced with “Communications Specialist”.

SECTION 6: That references to “Clerk-Dispatcher/Communications Specialist” contained in Section 248.11 shall be replaced with “Communications Specialist”.

SECTION 7: That references to “Park and Recreation Laborer” contained in Section 254.02 shall be replaced with “Park Maintenance Technicians”.

SECTION 8: That references to the “Division of Permits and Inspections” in the following Sections shall be replaced with the “Division of Building”:

- a) Title of Chapter 244;
- b) Section 1270.14(a);
- c) Section 1270.14(d);
- d) Section 1274.03(a);
- e) Section 1274.10(e);
- f) Section 1276.15(d);
- g) Section 1278.03(k);
- h) Section 1278.04(a);
- i) Section 1282.02(b)(1);
- j) Section 1420.02;
- k) Section 1443.04(b);
- l) Section 1476.01(c);
- m) Section 1480.01; and
- n) Section 1480.02.

SECTION 9: That references to the “Building Department” in Section 1465.03 shall be replaced with the “Division of Building”.

SECTION 10: That references to “Development Director/Chief Building Official” or “Community Development Director” in the following Sections shall be replaced with “Community and Economic Development Director”:

- a) Section 238.01(a); and
- b) Section 1278.03(a).

SECTION 11: That Section 256.01 is hereby deleted in its entirety.

SECTION 12: That Section 256.03 is hereby renumbered to Section 262.05 and the reference to the “Director of the Development Department” shall be replaced with

“Community and Economic Development Director”.

SECTION 13: That Section 256.04 is hereby renumbered to Section 262.06.

SECTION 14: That references to “Development Director/Chief Building Official”, “Community Development Director”, “Building Commissioner” or “Code Official” in the following Sections shall be replaced with “Chief Building Official or designee”:

- a) Section 244.01(c);
- b) Section 244.02(c);
- c) Section 1052.02(b)(3);
- d) Section 1052.02(c)(1)(B);
- e) Section 1052.02(c)(2)(D)(iv);
- f) Section 1052.03(a);
- g) Section 1052.03(b);
- h) Section 1052.03(e);
- i) Section 1052.04(a);
- j) Section 1052.04(b)(2);
- k) Section 1052.04(b)(2)(D);
- l) Section 1052.04(b)(3);
- m) Section 1052.04(b)(4);
- n) Section 1052.04(c)(1)(A);
- o) Section 1052.04(d);
- p) Section 1052.05(b)(1);
- q) Section 1052.05(b)(2);
- r) Section 1052.05(b)(3);
- s) Section 1052.05(b)(4);
- t) Section 1052.05(c)(3)(D);
- u) Section 1052.05(c)(4);
- v) Section 1052.06(a);
- w) Section 1234.06(a)(2);
- x) Section 1234.06(a)(3);
- y) Section 1234.06(b)(1);
- z) Section 1234.06(b)(2);
- aa) Section 1274.05(b);
- bb) Section 1420.04 (403.5);
- cc) Section 1420.04 (1102.2);
- dd) Section 1440.02(b);
- ee) Section 1440.05;
- ff) Section 1440.06(a);
- gg) Section 1440.06(b);
- hh) Section 1440.07(b);
- ii) Section 1440.10;
- jj) Section 1440.11(a);
- kk) Section 1440.11(b);
- ll) Section 1440.13(b);

mm) Section 1440.14(d);
nn) Section 1440.16(a);
oo) Section 1440.16(b);
pp) Section 1440.18(a);
qq) Section 1440.18(b);
rr) Section 1440.18(c);
ss) Section 1440.19(a);
tt) Section 1440.19(b);
uu) Section 1440.20;
vv) Section 1440.24;
ww) Section 1440.25(a);
xx) Section 1442.02(a);
yy) Section 1442.02(a)(13);
zz) Section 1442.05(a);
aaa) Section 1442.05(d);
bbb) Section 1442.06(b);
ccc) Section 1442.07(a);
ddd) Section 1442.07(b);
eee) Section 1443.02(a);
fff) Section 1443.03(c);
ggg) Section 1443.04(b);
hhh) Section 1443.12(a);
iii) Section 1443.12(b);
jjj) Section 1444.03(d);
kkk) Section 1444.03(e);
lll) Section 1444.05;
mmm) Section 1444.08;
nnn) Section 1444.11(a);
ooo) Section 1444.12;
ppp) Section 1444.13(a);
qqq) Section 1444.13(b);
rrr) Section 1444.14(a);
sss) Section 1444.15(a);
ttt) Section 1444.15(b);
uuu) Section 1444.16;
vvv) Section 1445.01;
www) Section 1468.01;
xxx) Section 1468.02(a);
yyy) Section 1468.02(b);
zzz) Section 1468.03(a);
aaaa) Section 1468.04;
bbbb) Section 1471.03;
cccc) Section 1472.05(c);
dddd) Section 1472.07(a);
eeee) Section 1472.07(b)(3);
ffff) Section 1477.02(b);

gggg) Section 1477.02(c);
hhhh) Section 1477.02(d);
iiii)Section 1477.02(d)(3);
jjjj)Section 1477.02(f)(1);
kkkk) Section 1477.02(g);
llll)Section 1477.02(g)(1);
mmmm) Section 1477.02(g)(3);
nnnn) Section 1477.03;
oooo) Section 1477.04(a);
pppp) Section 1477.05;
qqqq) Section 1480.06;
rrrr) Section 1480.07 (109.1.1);
ssss) Section 1480.07 (302.8);
tttt)Section 1480.07 (302.8.2(a)(1)(2));
uuuu) Section 1480.07 (302.11); and
vvvv) Section 1480.07 (307.2.1).

SECTION 15: That any additional Sections of the Codified Ordinances that are later identified to require revision consistent with the provisions of this Ordinance shall be authorized to fulfill the intent of this Ordinance and the will of the electorate per the results of the November 3, 2015 general election.

SECTION 16: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Barbara J. Ortiz