

**LAGRANGE COMMUNITY IMPROVEMENT
CORPORATION
DECLARATION OF
RESTRICTIONS AND COVENANTS**

THIS DECLARATION of restrictions and covenants is made this _____ day of November, 2005 by The Village of LaGrange, an Ohio Municipal Corporation and the Township of Lagrange, Ohio (hereinafter referred to collectively as "Declarant").

WHEREAS, Declarant is the owner of a certain parcel of real property, ("Premises") located in the State of Ohio, County of Lorain, Village of LaGrange which parcel is further described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

WHEREAS, Declarant intends to subdivide, sell, transfer and/or assign the Premises, said divisions being hereinafter referred to as "Lots", restricting it in accordance with a common plan designed to preserve the value and amenities of the land and improvements, for the benefit of Declarant and any person or corporation ("Person") who shall acquire a fee simple title of record to any Lot ("Owner"); and,

NOW THEREFORE, Declarant declares that the Premises and any subdivision thereof shall be held, transferred, encumbered, used, sold, conveyed, leased, occupied and used subject to the covenants, conditions and restrictions, hereinafter referred to as "Restrictions", set forth below expressly and exclusively for the use and benefit of the Lots and of each and every person or entity who now or in the future shall own or occupy any Lot, and;

Declarant adopts the Restrictions hereinafter set forth for the purpose of establishing a common plan for the design, size and development of the Premises. Each Grantee of any interest in any Lot, by such Grantee's acceptance of a deed therefore, shall be deemed to have indicated acceptance of the Restrictions and agrees with Declarant as the owner of the Premises and for the benefit of all persons subsequently acquiring or entitled to hold any interest in any Lot now or hereafter made subject to these Restrictions to hold, use, develop, occupy and convey such interest within such development subject to the following Restrictions, all of which shall run with the land and shall apply to, be binding upon and inure to the benefit of Declarant, their successors and assigns, and any person or entity holding, subsequently acquiring or entitled to hold any interest in any Lot or in any property now or hereafter made subject to the Restrictions which are as follows:

ARTICLE I - PURPOSE AND APPLICATION

Section 1.1: Objective. The objective of the Restrictions is to assure a high quality and aesthetically pleasing development that complements the site's natural beauty. The following will help preserve and enhance an environment pleasing to occupants, visitors, and neighbors.

ARTICLE II - COMMUNITY IMPROVEMENT CORPORATION BOARD OF DIRECTORS

Section 2.1: Function. The function of the LaGrange Community Improvement Corporation Board of Directors ("Board") is to exercise control over the development of the Premises in terms of its aesthetic qualities and to maintain its conceptual integrity. The Board's purpose is to review all conceptual design plans and approve or disapprove such plans.

Section 2.2: Board Membership. The Board shall consist of all of the members of LCIC Board of Directors as provided in its bylaws.

Section 2.3: Board Liability. Neither the Village of LaGrange, the Lagrange Township, the Board, nor any member, employee or agent thereof is liable to any owner or occupant or to anyone submitting plans for approval, or to any other party by reason of mistake in judgment, negligence, or non-feasance, arising out of or in connection with the approval, disapproval or failure to approve any such plans or for any other action in connection with its or their duties. Anyone submitting plans to the Board for approval, and/or any person who becomes an owner or occupant, agrees he/she will not bring any action or suit to recover any damages against the Board, or any member, employee or agent of this Board.

ARTICLE III - REVIEW & APPROVAL PROCESS

Section 3.1: Required Plans. All conceptual design plans necessary to determine compliance with these covenants and restrictions including conceptual designs plans for the construction, remodeling or alteration the exterior of any building or structure, or otherwise to change the leasehold, shall be submitted to the Board for review and approval. No building, sign, landscaping, lighting or other exterior improvement will be altered, placed or erected on any building site without such prior written approval from the Board.

Section 3.2: Access. The Board or its designee shall have complete access to all buildings and sites during all phases of construction.

Section 3.3: Approval Process. Approval of conceptual designs by the Board will be based upon conformity and harmony of external design with neighboring structures, effect of

location and use of improvements on neighboring sites; orientation of main elevations with respect to nearby streets; conformity of plans and specifications to the intent of these Restrictions and with applicable zoning regulations. The Board shall not unreasonably withhold approval of any conceptual design that conforms with these Restrictions.

Section 3.4: Concept Design Review. The objective of the concept design review is to ensure careful site planning with regard to location and size of building, parking, open space and access. The concept design must be approved by the Board in writing prior to beginning the final design. Concept design shall be in the form of an Artist's rendition showing the following:

- (1) The exterior of the building
- (2) Exterior building elevations
- (3) Exterior building materials, colors, textures and shapes
- (4) Landscaping plan, including proposed open spaces, walkways, fences, walls, elevation changes, irrigation systems, vegetation, and ground cover.
- (5) Parking area, driveway plan, and expected traffic impact.
- (6) Screening, including size, location.
- (7) exterior lighting and other exterior modifications necessary to accommodate extraordinary or accessory uses.

Section 3.5: Letter of Approval. Upon final design approval, the Board will issue a letter advising all concerned agencies of its approval of the conceptual design plan. No construction activities are to commence without this letter.

Section 3.6: Timeliness of Board Action. The Board shall approve or disapprove the plans and specifications within 30 days of submission.

ARTICLE IV - WAIVER OF COVENANT

Section 4.1: Waiver: Compliance with any specific covenant may be waived by written agreement signed by the Board and 100% of the owners of all lots located within the Premises. Any such waiver shall not be deemed to be a waiver of any subsequent enforcement of any such covenant Any such waver shall be applicable only to the specific site and condition for which the waiver was made and will in no respect constitute a change in the Covenants

ARTICLE V - AMENDMENT

Section 5.2: Duration and Amendment. These Restrictions may be amended from time to time or terminated by an instrument executed and acknowledged by 100% of the Owners of the lots located within the Premises

Section 5.3: Separability. In the event any part of these Restrictions are invalidated by judgment or court order, all of the remaining provisions remain in full force and effect and will not be affected.

ARTICLE VI - LANDSCAPING & FENCING

Section 6.1: Landscaping. The front, side and rear yards of each lot shall be landscaped with an effective combination of existing trees, newly planted trees, shrubbery, ground cover and lawn. Landscaping treatments shall be designated as an integral part of the Premises.

Section 6.2: Maintenance. All trash, rubbish, debris, and garbage shall be stored and maintained in containers. No rubbish, debris and refuse material shall be kept, stored or allowed to accumulate on any Lot, except for normal accumulation pending pick-up and except building materials during the course of construction or reconstruction of any approved building or structure. If outside storage is desired, containers must be located behind garages or other buildings and shall be in enclosed screening in board fencing. Vacant or unimproved lots shall be seeded and grassed and shall be regularly mowed and maintained. All lots and landscaping must be maintained to promote the overall objectives of the Restrictions to be an aesthetically pleasing park-like setting

Section 6.3: Fencing. No fences, other than ornamental fences shall be permitted in any front yard. Fences necessary for the operation of any business within the Premises may be permitted in the rear yard upon approval of the Board. The placement of all fences and the design and materials utilized are subject to the approval of the Board. Open mesh chain link fencing where permitted, shall be screen by vegetation. Fencing that is attached to a building, shall be of compatible material and appearance.

Section 6.5: Noxious or Offensive Activities: No noxious or offensive activity, or any other activity constituting a nuisance shall be carried on upon any Lot, nor shall any Lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the surrounding area.

Section 6.6: Utilities: All utility routing shall be underground unless prior approval is given by the Board.

ARTICLE VII - SIGNAGE

Section 7.1: Intent. The provisions of this article are intended to encourage attractive signage, lighting and visual media that aid in the orientation and/or identification of uses and activities. These provisions further intend to enhance a park-like environment by controlling the number, placement and size of signs while allowing design flexibility.

Section 7.2: Compliance Required: No sign shall be erected or maintained on any Lot except in conformity with the following requirements:

1. All sign designs and any alterations thereto shall require the approval of the Board.
2. Signs shall be restricted to identifying the person, firm, company, or corporation operating the use conducted on the Lot and shall include such person's name and address. Telephone numbers shall be prohibited.
3. One identification sign may be erected at the entrance to each Lot. The design, format, and material of the sign will be consistent with the Lot design and building's architecture. No flashing or moving elements shall be permitted.
4. No signs attached to the Buildings are permitted except at the main entrance to the Building. This sign shall be limited to the company name. Multi-occupant directories will be allowed outside a building's main entrance with prior approval of the Board.
5. One temporary construction sign denoting the architect, engineer, contractor, and other related professional shall be permitted on a Lot upon the commencement of construction.
6. Any directional, traffic, or parking control signs on the Lot will be restricted to 2 feet x 3 feet, shall be visually unobtrusive, and will be consistent with other Park signage in format, letter, and coloring.

Section 7.3: Sign Location. Building identification signs may be attached to the building or ground mounted with the following restrictions:

1. **Building-mounted.** Installed parallel to and contiguous with the building wall and not project more than 12 inches from the wall surface. No sign shall project above the building roofline.
2. **Ground-mounted.** Ground-mounted signs must be set back from the Right of Way line a minimum distance of 10 feet.

Section 7.4: Sign Area. Identification signs will have a maximum area of 64 square feet.

1. Maximum height of ground-mounted signs is five feet from the natural ground plane on which it is mounted.
2. If a graphic is enclosed by a box or outline, or if the background differs from

the wall on which it is mounted, the total area of the graphic, including the background is counted as the allowable area.

3. If a graphic consists of individual letters, the area of the letters contained by a simple geometric outline is counted as the allowable area.

Section 7.5: Illumination:

1. Signs must be illuminated by a steady, stationary, shielded light source, directed solely at the sign or internal to it, without causing glare for motorists, pedestrians or neighboring premises. Illuminated signs, including neon signs, may produce up to one foot-candle of illumination four feet from the sign.
2. No sign shall move, make noise, employ blinking, flashing, or strobe lights or exposed fluorescent lamps.
4. Any imitation of official traffic signs or signals is prohibited.

Section 7.6: Internal Directional Signs. Directional signs indicating loading or delivery areas, employment office, various building entries, parking lots, etc., will not exceed eight square feet in size nor employ lettering larger than eight inches in height.

Section 7.7: Temporary Signs. During construction one eight foot by eight foot, unlighted sign is permitted. It shall contain the name of the project, a short description, owner, contractor, architect, engineer, financing information and completion date. Temporary signs must be removed within 14 business days after substantial completion of the project.

Section 7.8: For Lease Signs. Each building may have one "For Lease" sign of the same dimensions as the "Temporary" sign.

ARTICLE VIII - EXTERIOR LIGHTING

Section 8.1: Intent. It is the intent of the following provision to ensure that occupants provide exterior lighting for safety and to compliment the natural setting and man-made improvements to the Premises.

Section 8.2: Exterior Lighting Guidelines. Exterior lighting will be provided to meet the following guidelines:

1. All exterior wiring, including but not limited to driveway, walkway, area, parking and decorative lighting must be underground.

2. All light fixtures will be oriented so the glare directed onto the adjacent properties and streets is minimized.
3. Light standards are restricted to a maximum height of 25 feet.
4. Each occupant will maintain all light fixtures in proper operating condition.
6. Parking and driveway lights must be of a style and color that is compatible with the improvements on the lot

ARTICLE IX - BUILDING DESIGN AND CONSTRUCTION

Section 9.1: Intent. The intent of this article is to produce an orderly and aesthetically pleasing environment. The appearance of the exterior of the buildings and other structures is of paramount concern to the Board; therefore, building design will weigh heavily in the Board's decision to either accept or reject a proposed design. Innovative architectural designs that harmonize with the environment and express individuality are encouraged.

Section 9.2: Materials. Building materials used shall be harmonious with the general character of other buildings and structures within the Premises. Durable materials such as masonry are preferred for all structures. Innovative quality materials are encouraged, however, such use is subject to Board approval.

Section 9.3: Building Height. Building height shall be regulated as provided in Municipal Zoning Ordinances of the Village of LaGrange.

Section 9.5: Barrier Free Design. All site improvements must be fully accessible to the handicapped in accordance with The Americans with Disabilities Act (ADA/Act) (PL) 101-336, July 26, 1990.

Section 9.6: Construction Criteria. Once commenced construction must be diligently pursued to completion. Construction of any improvement shall be completed within twelve (12) months from commencement of construction. Such construction may not be left in a partially finished condition any longer than is reasonably necessary. Upon completion, all exposed excavations will be back-filled, graded and the site returned to its natural state or in compliance with a landscape plan.

Section 9.7: Latent or Concealed Conditions. If, due to latent and unknown conditions, alterations of the project are necessary that require material changes in the Conceptual Design, Owner shall obtain Board approval for such changes in the conceptual design.

ARTICLE X ENVIRONMENTAL AND OTHER EXTERNALITIES

Section 10.1: Electromagnetic Emissions. No occupant of any lot shall operate any device in such a manner that it will cause electromagnetic interference with other occupants' communication systems.

Section 10.2: Nuisance Factors and Hazards. In order to protect the interests of all occupants, no operation may be conducted which emits offensive or objectionable noise, vibration, smoke, odors, dust or gases. Precautions should be taken in all operations against radiation, radioactivity, fire and explosion hazards. At a minimum, occupants must comply with the requirements of Federal, State and local laws and any regulations thereunder applicable to the Lot.

ARTICLE XI: ENFORCEMENT

Section 11.1 Enforcement. The covenants and restrictions set forth in this Declaration shall be for the benefit of and run in favor of and shall be enforceable by any person, and by the heirs, executors, administrators, successors and assigns of such person, who is or becomes the owner in fee simple of any part of the Premises, as well as each developer, their successors or assigns. It is understood and agreed that all of the foregoing covenants and restrictions are a part of the common and general plan for the development of the Premises and the protection of all present and future owners. An action brought to enjoin a violation of these Restrictions, to otherwise to compel their enforcement and/or for damages may be brought by the Declarant or any owner of any portion of the Premises. Failure of any such person to enforce any provision of this Declaration shall in no event be construed, taken or held to be in any manner a waiver thereof, or acquiescence in or consent to any further or succeeding breach or violation of the same or any other provision of this Declaration. In any legal or equitable proceeding brought to enforce these restrictions or to enjoin their violation, the violating party or parties shall pay all costs of enforcement, included but not limited to attorneys' fees in such amount as may be fixed by the court in such proceeding.

ARTICLE XII: MISCELLANEOUS

Section 12.1 Reference in Deed: Any document of conveyance in connection with a subplot or any part thereof within this subdivision shall include an express reference to the existence of these Declarations.

Section 12.2 Non-waiver of Covenants and Restrictions. No term, covenant, restriction, condition, obligation or provision contained herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 12.3 Invalidity: The invalidity of any term, covenant, restriction, condition, obligation or provision hereof shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the rest of the Covenants and Restrictions.

Section 12.4 Titles: The titles and headings set forth in this Declaration are for convenience and reference only and shall not affect the interpretation of any term, condition, provision, covenant, representation or warranty contained in this Declaration.

Section 12.5 Subordination to Law: The covenants and restrictions set forth in this Declaration are and shall be subject to and (only to the extent that the following are more restrictive or stringent than such covenants and restrictions) subordinate to all applicable Federal, state and local laws, rules and regulations pertaining to platting procedures, planning and zoning, building codes and other laws which regulate the development, zoning and construction on land and all appurtenances thereto.

Executed at LaGrange, Ohio this ___ day of _____, 2005.

VILLAGE OF LAGRANGE:

LAGRANGE TOWNSHIP

By: _____
Kim Strauss

By: _____
Barbara Harper

Its: _____
Mayor

Its: _____
Trustee

By: _____
Gary Burnett

Its: _____
Trustee

By: _____
Rita Canfield

Its: _____
Trustee

STATE OF OHIO)
)
COUNTY OF LORAIN)

SS. ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named, Barbara Harper, as Trustee of the Township of LaGrange, Grantor, who acknowledged that she did sign this instrument and that the same is her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at _____, Ohio this ____ day of _____, 2005..

Notary Public

My commission expires _____

STATE OF OHIO)
)
COUNTY OF LORAIN)

SS. ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for said County and State, personally appeared the Village of LaGrange, by and through Kim E. Strauss its Mayor who acknowledged that he did sign this instrument and that the same is the his free act and deed and the free act and deed of said Municipal Corporation .

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at _____, Ohio this ____ day of November, 2005.

Notary Public

My commission expires _____

STATE OF OHIO)
)
COUNTY OF LORAIN)

SS. ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Gary Burnett, as Trustee of the Township of LaGrange, Ohio, Grantor, who acknowledged that he did sign this instrument and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at _____, Ohio this ____ day of November, 2005.

Notary Public

My commission expires _____

STATE OF OHIO

)

)

SS. ACKNOWLEDGMENT

COUNTY OF LORAIN

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BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Rita Canfield, as Trustee of the Township of LaGrange, Ohio, Grantor, who acknowledged that she did sign this instrument and that the same is her free act and deed.

GENERAL WARRANTY DEED - PAGE 4

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at _____, Ohio this ___ day of November, 2005.

Notary Public

My commission expires _____

This Instrument Prepared By:
Jon D. Clark, Esq.
Solicitor for the Village of LaGrange
582 N. Leavitt Road
Amherst, Ohio 44001
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and,

Gerald Innes
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(440) 329-5000