

AVON LAKE LANDINGS HOA DECLARATION OF COVENANTS AND RESTRICTIONS

The HOA Declaration of Covenants and Restrictions document is preceded by a “Combined Modification of Lease, By-Laws, and Declaration of Covenants and Restrictions” document in which a portion of that document contains approved modifications to the original HOA Declaration of Covenants and Restrictions document.

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COMBINED MODIFICATION
OF
LEASE, BY-LAWS
AND
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
THE LANDINGS DETACHED SINGLE-FAMILY
RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants and Restrictions of The Landings Detached Single-Family Residential Homeowners' Association, Inc. (recorded in Volume 1186, Pages 793, et seq., Lorain County Records), the By-Laws of The Landings Detached Single-Family Residential Homeowners' Association, Inc. (recorded in Volume 1186, Pages 803, et seq., Lorain County Records) and the Lease dated September 14, 1977, by and between Herman R. Kopf as Lessor and The Landings Detached Single-Family Residential Homeowners' Association, Inc. as Lessee (recorded in Lease Volume 98, Pages 711, et seq., Lorain County Records), contemplated a total development consisting of 114 sublots; and

WHEREAS, subsequent to the recording of the above documents, 6 sublots were redesignated for commercial purposes and removed from the subdivision; and

WHEREAS, a modification of said documents is deemed necessary to conform with the existing number of sublots in the subdivision; and

WHEREAS, Section 22 on page 7 of the Declaration of Covenants and Restrictions provides:

"22. MODIFICATIONS BY H. R. KOPF. Until December 31, 1982, H. R. KOPF, his employees, agents, successors, heirs or assigns, shall be entitled to modify any of the provisions, either generally or with respect to particular property, if in his judgment the development or lack of development of THE LANDINGS SUBDIVISION requires such modification or waiver, or if in his judgment the purposes of the general plan of development will be better served by such modification or waiver, . . ."

NOW, THEREFORE, said documents are hereby modified, in general, to provide that wherever the number "114" appears, whether referring to the number of sublots, votes or percentage interest or obligation, the same shall be deleted and the number "108" shall be substituted in its place. In addition, the following specific modifications are hereby made:

DECLARATION OF COVENANTS AND RESTRICTIONS: The second last sentence of Section 20 of the Declaration of Covenants and Restrictions is hereby modified to read as follows:

"Each subplot owner shall be responsible for the payment of rental due under such Lease in an amount not to exceed 1/108 of the total rental due."

BY-LAWS: The last sentence of Section 3 of Article I of the By-Laws is hereby modified to read as follows:

"The total number of votes of all voting Members shall be one hundred eight (108), and each Homeowner or group of Homeowners shall be entitled to one (1) vote."

Section 6 of Article V of the By-Laws is hereby modified to read as follows:

"Section 6. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein and in the attached Lease, and (except for such special assessments as may be levied hereunder against less than all of the Sublot owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the Sublot owners in proportion to each Sublot Owner's 1/108th percentage obligation in the Association, as provided in the Declaration and in the attached Lease."

LEASE: The first sentence of Section 2 of the Lease is hereby modified to read as follows:

"2. LEASE CONSIDERATION. Lessee shall pay and does hereby agree to pay to Lessor, at 32730 Walker Road, H-1, Avon Lake, Ohio 44012, or at such other place as Lessor may designate from time to time, in writing, a lease payment for the use of the described premises as follows: Annual rental shall be Twelve Thousand Nine Hundred Sixty Dollars (\$12,960.00) for one hundred eight (108) sublots, payable in monthly installments of One Thousand Eighty Dollars (\$1,080.00) each, which shall be payable on or before the first day of each month in each year during the term hereof, the first payment to become due on the date Lessor informs Lessee that the Leased Premises are ready for use."

In all other respects, the Declaration of Covenants and Restrictions, By-Laws and Lease are hereby ratified and confirmed.

IN WITNESS WHEREOF, H. R. Kopf has executed this Modification, this 24th day of October, 1980.

Signed and acknowledged
in the presence of:

Patricia A. Balas
Patricia A. Balas

H. R. Kopf
H. R. Kopf

STATE OF OHIO)
) SS:
COUNTY OF LORAIN)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named H. R. KOPF, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at Avon Lake, Ohio, this 24th day of October, 1980.

Patricia A. Balas

**PATRICIA A. BALAS, Notary Public
For The State of Ohio-Lorain County
My Commission Expires 5/26/82**

This Instrument Prepared By:
John H. Parker, Attorney
31300 Lake Road
Bay Village, Ohio 44140

DOROTHY L. ESSE
LORAIN COUNTY
RECORDER

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LORAIN COUNTY
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THE LANDINGS
AVON LAKE, OHIO

DECLARATION OF COVENANTS
AND RESTRICTIONS

This Instrument Prepared By:

John H. Parker, Attorney
31300 Lake Road
Bay Village, Ohio 44140
871-4004

VOL 1186 PAGE 793

DECLARATION OF COVENANTS AND RESTRICTIONS
OF
THE LANDINGS DETACHED SINGLE-FAMILY
RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC.
(H.R. KOPF, DECLARANT)

THIS DECLARATION made this 1st day of September, 1977, by H. R. KOPF, whose address is 445 Avon Belden Road, Avon Lake, Lorain County, Ohio,

W I T N E S S E T H:

WHEREAS, H. R. KOPF is the owner of real property (legal description attached hereto and made a part hereof) situated in Lorain County, City of Avon Lake, and State of Ohio, and known as being THE LANDINGS SINGLE-FAMILY SUBDIVISION, recorded or to be recorded in six (6) separate phases, as shown by the recorded plats of Lorain County Records as follows:

Phase 1 - Lorain County Plat
Volume 32, Pages 16-23; Deed
Volume 1168, Pages 608-692
Phase 2 - Lorain County Plat
Volume 32, Pages 53-60; Deed
Volume 1183, Pages 1-90
Phase 3 - Lorain County Plat
Volume 32, Pages 61-63; Deed
Volume 1183, Pages 113-202

Phase 4 - Lorain County Plat
Volume 33, Pages 14-21; Deed
Volume 1192, Pages 1-83
Phase 5 - Lorain County Plat
Volume 33, Pages 44-51; Deed
Volume 1203, Pages 1-92
Phase 6 - Lorain County Plat
Volume 33, Pages 68-72; Deed
Volume 1208, Pages 270-349

WHEREAS, H. R. KOPF desires to place certain covenants and restrictions on the sublots contained in said subdivision which shall be binding upon all subplot owners of any portions thereof contained in the said subdivision, mortgagees, or persons holding or entitled to hold any interest therein, and the heirs, executors, administrators, successors and assigns, and successors in title of any of them.

NOW, THEREFORE, H. R. KOPF, for the benefit of himself, his heirs and assigns and his successors in title to any of said sublots, including THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC., (an Ohio Corporation not for profit), hereinafter referred to as "THE ASSOCIATION", and for the benefit of future owners of the said sublots, and for the purposes of carrying out the intention above expressed, does hereby make known, publish, declare, covenant and agree that the real estate hereinbefore described shall hereafter, in addition to any building and use restrictions, laws, ordinances, and lawful requirements of the proper public authorities, be subject to the following covenants and restrictions which shall be covenants running with the land and shall be binding on all purchasers of individual sublots, owners of said sublots or any portions thereof, mortgagees, or persons holding or entitled to hold any interest therein, and the heirs, executors, administrators, successors and assigns, and successors in title of any of them:

COVENANTS AND RESTRICTIONS

1. LAND USE.

- A. Each such subplot shall be used solely and exclusively for one single, private family residence with attached garage. No buildings

or structures, or any addition thereto, or any alterations thereof except an outdoor fireplace, walks, gardens, swimming pool, or arbor shall be constructed, reconstructed, placed or suffered to remain on any said subplot other than one single-family residence with attached garage. No tent, trailer, shack, or barn, nor any form of living quarters of a temporary nature shall be placed or permitted to remain on any subplot.

- B. No industry, business, trade, occupation or profession of any kind, whether for commercial, religious, educational, charitable or other purposes shall be conducted, maintained, or permitted on any subplot except such as may be permitted by THE ASSOCIATION, except that H. R. KOPF (owner, builder and developer), may perform or cause to be performed such work as is incident to the completion of the development and improvement of THE LANDINGS SINGLE-FAMILY SUBDIVISION or to the sale of sublots owned by H. R. KOPF.
2. ARCHITECTURAL CONTROL. No building, fence, wall, posts, mail boxes or other structure shall be erected, placed or altered within THE LANDINGS SINGLE-FAMILY SUBDIVISION, except by H. R. KOPF, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Trustees of THE ASSOCIATION, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Section will be deemed to have been fully complied with.
3. RE-SUBDIVISION. No sublots as shown on any recorded subdivision plat of THE LANDINGS SINGLE-FAMILY SUBDIVISION shall be further subdivided without the approval of the Board of Trustees of THE ASSOCIATION by the affirmative vote of a majority of the authorized number of Trustees at a meeting held after not less than thirty (30) days' notice of such meeting and the purpose thereof has been given to the Trustees and to the Owners of all sublots contiguous to the sublots proposed to be so re-subdivided.
4. EASEMENTS. Excepting those easements which have been granted by the Declarant to the City of Avon Lake heretofore and recorded in Lorain County Records, all other easements for installation and maintenance of utilities and drainage facilities are reserved in favor of H. R. KOPF until December 31, 1985, and thereafter in favor of THE ASSOCIATION, over the front ten (10) feet of each subplot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels, or which may obstruct or retard the flow of water through drainage channels. The easement area of each subplot and all improvements in it shall be maintained continuously by the owner of the subplot, except for those improvements therein for which a public authority or public utility is responsible. H. R. KOPF,

until December 31, 1985, and thereafter THE ASSOCIATION, shall be empowered to assign such easements to the municipality or to appropriate public authorities or public utilities. Such easements shall entitle the holder thereof to enter upon and across each subplot at any place as required in order to make any such installation or maintenance within the easements.

5. NUISANCES. No noxious or offensive activity shall be carried on upon any subplot nor within or upon THE LANDINGS RACQUET AND SWIM CLUB AND PARK AREA AND COMMON STREET AREAS, nor shall anything be done thereon or therein, either willfully or negligently, which may be or become an annoyance or nuisance to the neighborhood.
6. STORAGE AND PARKING OF VEHICLES. No commercial vehicle, truck, tractor, mobile home or trailer (either with or without wheels), or any other transportation device of any kind except as hereinafter specifically provided, shall be stored or kept within THE LANDINGS SINGLE-FAMILY SUBDIVISION. Private automobiles, vans, or three-quarter ton or less pick-up trucks may be stored in a garage, or parked in a paved driveway, when incident to the residential use of such subplot upon which such garage or driveway is situated, provided such vehicle is operable and capable of being driven on the highways. Boats, travel trailers, and recreational vehicles, when incident to the residential use of a subplot owner, may be stored in a garage upon such subplot.
7. SIGNS. No sign of any kind shall be displayed to the public view on any subplot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by H. R. KOPF to advertise the property during the construction and sales period.
8. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, gas well drilling, water well drilling, quarrying or mining operations of any kind shall be permitted upon or in any subplot. No derrick or other structure designed for use in boring for oil, natural gas or water shall be erected, maintained, or permitted upon any subplot.
9. ANIMALS. No chickens, pigeons, other fowl or livestock of any kind shall be kept or harbored upon any subplot, except that nothing herein contained is intended to prohibit the housing of domesticated cats, dogs, and other household pets not calculated to become and not becoming a nuisance to the owners or inhabitants of other properties.
10. GARBAGE AND REFUSE DISPOSAL. No owner, occupant or tenant of any subplot shall deposit or leave garbage, waste, putrid substances, junk, or other waste materials on such subplot or any other part of THE LANDINGS SINGLE-FAMILY SUBDIVISION, THE LANDINGS RACQUET AND SWIM CLUB AND PARK AREA AND COMMON STREET AREAS, on any public street, or on other public property, or in any water course, stream or creek, nor permit any other person to deposit any of such materials on any property owned by or in the possession of such subplot owner. A subplot owner, occupant or tenant may keep such garbage and

refuse as shall necessarily accumulate from the last garbage or rubbish collection available for such subplot, provided any such garbage is kept in sanitary containers which shall be subject to regulation by THE ASSOCIATION, which containers and refuse except on the day scheduled for garbage and rubbish collection for such subplot shall be kept from public view.

As used in this Section, "waste material" shall mean any material which has been discarded or abandoned, or any material no longer in use; and, without limiting the generality of the foregoing, shall include junk; waste boxes, cartons, plastic or wood scraps or shavings, waste paper and paper products, and other combustible materials or substances no longer in use, or if unused, those discarded or abandoned; metal or ceramic scraps or pieces of all types, glass, and other non-combustible materials or substances no longer in use, or if unused, those discarded or abandoned; and machinery, appliances or equipment or parts thereof, no longer in use, or if unused, those discarded or abandoned.

As used in this Section, "junk" shall mean abandoned, inoperable, partially dismantled or wrecked vehicles of any kind, whether motor vehicle, automobile, motorcycle, emergency vehicle, school bus, bicycle, commercial tractor, agricultural tractor, house trailer, truck, bus, trailer, semi-trailer, pole trailer, railroad train, railroad car, street car or trackless trolley, aircraft, lighter-than-air craft, watercraft or any other form of device for the transportation of persons or property; and without limiting the generality of the foregoing, with respect to any automobile or other transportation device of any kind, the operation of which requires issuance of a license by the United States Government or any agency thereof or by the State of Ohio or any agency or political subdivision thereof, any such automobile or other transportation device shall be deemed to be junk unless a current valid license has been issued for the operation of such automobile or other transportation device and (if required by law) is displayed upon such automobile or other transportation device.

11. MOWING. The owner of each subplot shall mow, or cause to be mowed, all grass or other vegetation thereon to a height of six (6) inches or less. This shall not include decorative landscaping, ground cover, garden plants and vegetable gardens. The size of vegetable gardens shall be limited to an area not to exceed five percent (5%) of the total lot area of such subplot upon which it is planted. All decorative landscaping deviating from the original landscape scheme shall first be approved by the Board of Trustees of THE ASSOCIATION.
12. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points fifteen (15) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on

any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. LAND ADJACENT TO PARKS AND WATER COURSES. No building shall be placed, nor shall any material or refuse be placed or stored, nor shall any vehicles be parked on any subplot within twenty (20) feet of the property line of any park or edge of any open water course.
14. VEHICLES IN PARKS. There shall be no driving or riding of any motor vehicles within the common recreation or park area. Specifically prohibited are vehicles such as motorcycles, motorbikes, minibikes, trailbikes, mopeds, or all-terrain vehicles and snowmobiles.
15. EXTERIOR MAINTENANCE. The owner of each subplot shall provide reasonable exterior maintenance upon each such subplot as follows: Stain or varnish of original earth-tone color, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, driveways, walks, and other exterior improvements. All necessary maintenance of the residence, garage, posts, mailboxes or permitted structures shall be done in a manner to conform to the original structure, and any deviation therefrom, colorwise or constructionwise, shall be first approved by the Board of Trustees of THE ASSOCIATION. There shall be no garage-door decoration of any kind.
16. TELEVISION AND RADIO ANTENNAS. All rooftop antennas for amateur radio, television, citizens band radios and the like shall be limited to six (6) feet in height above the roofline.
17. CORRECTION BY ASSOCIATION OF BREACH OF COVENANT. If the Board of Trustees of THE ASSOCIATION, after giving reasonable notice to the owner of the subplot involved and reasonable opportunity for such owner to be heard, determines by the affirmative vote of three-fourths (3/4) of the authorized number of Trustees that a breach of any protective covenant has occurred and that it is necessary in order to prevent material deterioration of neighborhood property values that THE ASSOCIATION correct such breach, then after giving such owner notice of such determination by certified mail, THE ASSOCIATION, through its duly authorized agents or employees, shall enter upon the subplot involved and correct such breach of covenant by reasonable means. The cost of such correction of a breach of covenant shall be assessed against the subplot upon which such corrective work is done, and shall become a lien upon such subplot and the obligation of the owner, and immediately due and payable.

Any owner of a subplot affected by such a determination of the Trustees to correct a breach of covenant pursuant to this section may, within ten (10) days after the date of the mailing of the certified

mail notice of such determination, appeal such determination to the membership by sending a Notice of Appeal to the President or Secretary of THE ASSOCIATION by registered or certified mail at the address of such officer as it appears on the records of THE ASSOCIATION at the time of such mailing. No action shall be taken or authorized by THE ASSOCIATION pursuant to any such determination until after ten (10) days have elapsed from the date the certified mail notice to the owner of the subplot involved was mailed, and, if Notice of Appeal has not been received by the President or Secretary (or other officer in the absence of the President or Secretary) within such ten (10) day period, then THE ASSOCIATION may take or authorize the taking of action pursuant to such determination; but if within such period such Notice of Appeal has been received, or if after such period but before the taking of such action a Notice of Appeal is received which has been mailed within such ten (10) day period, then no action shall be taken pursuant to such determination until such determination has been confirmed at a meeting of the Members by the affirmative vote of Members entitled to exercise a majority of the voting power of THE ASSOCIATION, and if there be more than one class of membership then by the affirmative vote of Members entitled to exercise a majority of the voting power of each class of membership, provided that written notice shall be given to all Members at least thirty (30) days in advance of the date of such meeting, stating that such determination and Notice of Appeal will be considered at such meeting.

18. SWIMMING POOLS. There shall be no restriction against the construction, maintenance or existence of a within-ground swimming pool, providing that it meets with the requirements of the City of Avon Lake Zoning Code. There shall be no above-ground pools of any kind exceeding ten (10) feet in diameter.
19. COVENANT FOR FUTURE SANITARY SEWER. H. R. KOPF and THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC., and their respective successors, heirs and assigns acknowledge the possibility of the installation of a future sanitary sewer project contemplated by the City of Avon Lake, to be located on the northerly side of Walker Road running east from Avon Belden Road in Avon Lake, Ohio. All subplot owners in THE LANDINGS SINGLE-FAMILY SUBDIVISION and all family unit owners in THE LANDINGS CONDOMINIUM PROJECTS NOS. 1-6 and their respective OWNERS' ASSOCIATIONS acknowledge that they may be liable for special assessments for the construction of said sewer project and that if levied, such assessment shall be fully paid and satisfied by the abutting and beneficially improved subplot owners, THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC., and all condominium associations and family unit owners in THE LANDINGS CONDOMINIUM PROJECT.
20. COVENANT FOR LEASE. H. R. KOPF shall enter into a Lease with THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC., an executed copy of which is attached hereto and made part of this covenant, for the exclusive use and enjoyment thereof of certain

recreational, common street and park areas, to be known as THE LANDINGS RACQUET AND SWIM CLUB AND PARK AREA AND COMMON STREET AREAS. Each subplot owner, by acquisition of title to his subplot, shall immediately be considered a sub-lessee of THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC., and shall receive a membership certificate entitling such subplot owner to the enjoyment and use of such leased properties. No subplot owner may exempt himself from his share of rental due to THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC., and such membership shall be considered non-transferable and non-assignable unless title to such sublots is transferred to a new subplot owner. Each subplot owner shall be responsible for the payment of rental due under such Lease in an amount not to exceed 1/114 of the total rental due. All assessments for rental and other expenses due THE ASSOCIATION shall be in accordance with the Bylaws of THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC.

21. DURATION AND PROVISION FOR PERIODIC MODIFICATIONS. These Covenants and Restrictions shall run with the land, and shall inure to the benefit of and be enforceable by and against THE ASSOCIATION, H. R. KOPF, and any other owner of land within THE LANDINGS SUBDIVISIONS, their respective legal representatives, heirs, devisees, successors and assigns, until December 31, 1977, after which time said Covenants and Restrictions shall be automatically renewed for successive periods of five (5) years each unless modified or cancelled, effective on the last day of the then current term or renewal term, at a meeting of the Members by the affirmative vote of Members entitled to exercise three-fourths (3/4) of the voting power of THE ASSOCIATION, provided that such meeting shall be held at least one (1) year in advance of such effective date and written notice of such meeting shall be given to each Member at least sixty (60) days in advance of the date of such meeting, stating that such modification or cancellation will be considered at such meeting. Promptly following the meeting at which such modification or cancellation is enacted, the President and Secretary of THE ASSOCIATION shall execute and record an instrument reciting such modification or cancellation.
22. MODIFICATIONS BY H. R. KOPF. Until December 31, 1982, H. R. KOPF, his employees, agents, successors, heirs or assigns, shall be entitled to modify any of the provisions, either generally or with respect to particular property, if in his judgment the development or lack of development of THE LANDINGS SUBDIVISIONS requires such modification or waiver, or if in his judgment the purposes of the general plan of development will be better served by such modification or waiver, provided that H. R. KOPF, his employees, agents, successors, heirs or assigns, may not, pursuant to this Section, increase the maximum annual assessment provided in the Bylaws of THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC. Promptly following any modification of these Covenants and Restrictions adopted pursuant to this Section, H. R. KOPF shall execute and record an instrument reciting such modification.

23. OTHER MODIFICATIONS. These Covenants and Restrictions may be modified, effective on the ninetieth (90th) day following a meeting of the Members held for such purpose, by the affirmative vote of Members entitled to exercise Ninety Percent (90%) of the voting power of THE ASSOCIATION provided that written notice shall be given to each member at least sixty (60) days in advance of the date of such meeting, stating that such modification will be considered at such meeting. Promptly following the meeting at which such modification or cancellation is enacted, the President and Secretary of THE ASSOCIATION shall execute and record an instrument reciting such modification or cancellation.
24. NOTICES. Any notice required to be sent to any Member or owner under the provisions of these Covenants and Restrictions shall be deemed to have been properly sent when mailed, postpaid, by regular mail to the last known address of the person who appears as Member or owner on the records of THE ASSOCIATION at the time of such mailing.
25. ENFORCEMENT. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants and Restrictions, and failure by THE ASSOCIATION or any owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
26. SERVICES PROVIDED BY ASSOCIATION. THE ASSOCIATION, in addition to its performance of the functions and responsibilities hereinabove provided for it, may provide other services determined by the Trustees to be of general benefit or utility to the owners of premises within THE LANDINGS SUBDIVISIONS, including, without limitation, the services of refuse collection and disposal in lieu of or supplementary to municipal refuse collection and disposal, and the expense of any such service or services shall be met by the levy of assessments pursuant to the Bylaws of THE LANDINGS DETACHED SINGLE-FAMILY RESIDENTIAL HOMEOWNERS' ASSOCIATION, INC.
27. SEVERABILITY. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

WITNESS the hand of the Declarant, H. R. KOPF, this 14th day of September, 1977.

Signed and acknowledged in the presence of:

Lynne R. Thompson
[Signature]

H. R. Kopf
H. R. Kopf, Declarant

STATE OF OHIO :
: SS:
COUNTY OF LORAIN :

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named H. R. KOPF, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Lorain County, Ohio, this 14th day of September, 1977.

[Handwritten Signature]

Notary Public

JOHN H. PRINCE, Notary Public
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

Box: Lorain County
Title Co *cy*