

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND
EASEMENTS
FOR RIVERDALE HOMES DEVELOPMENT**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS ("Declaration") is made this ___ day of _____, 2026, by the undersigned owners of the real property located in the City of Rocky River, County of Cuyahoga, State of Ohio.

ARTICLE I

PROPERTY SUBJECT TO DECLARATION

The real property subject to this Declaration (the "Properties") is located in the City of Rocky River, Cuyahoga County, Ohio, and is more particularly described as follows:

- 420 Riverdale Drive, Rocky River, Ohio (PPN: 301-09-121)
- 425 Riverdale Drive, Rocky River, Ohio (PPN: 301-09-122)
- 427 Riverdale Drive, Rocky River, Ohio (PPNs: 301-09-123 and 301-09-124)

The Common Area consists of:

- 0 Riverdale Drive, Rocky River, Ohio (PPN: 301-09-120)

All legal descriptions are attached hereto and incorporated herein as **Exhibit A**.

This Declaration shall run with the land and be binding upon all present and future Owners of the Properties.

ARTICLE II

DEFINITIONS

2.1 Association: The collective group of all Owners, acting as an unincorporated homeowner's association.

2.2 Owner: The record title holder of fee simple interest in any Property.

2.3 Common Elements / Common Area: All real property and improvements designated for shared use, including but not limited to private roadway, drive access, utilities, drainage systems, landscaping, and related infrastructure.

2.4 Assessments: All charges levied against Owners to fund maintenance, repair, insurance, and operation of Common Elements.

2.5 Majority Vote: More than fifty percent (50%) of the total ownership interests.

ARTICLE III

ASSOCIATION STRUCTURE AND VOTING

3.1 **Membership:** Every Owner shall automatically be a member of the Association. Membership is appurtenant to ownership and may not be separated from it.

3.2 **Voting Rights:** Each Property shall be entitled to one (1) vote. In the event of multiple Owners of a Property, such Owners shall collectively exercise the single vote assigned to that Property.

3.3 Approval Requirements:

- Routine matters: Majority vote
- Budget approval: Majority vote
- Capital improvements exceeding \$3,000: Unanimous approval
- Amendments to this Declaration: Unanimous approval

3.4 **Meetings:** Meetings may be held annually or as needed. Notice may be given in writing, email, or other agreed method not less than five (5) days prior.

ARTICLE IV

EASEMENTS AND COMMON ELEMENTS

4.1 **Access Easement:** A perpetual, non-exclusive easement is hereby established for ingress and egress over the private roadway serving all Properties.

4.2 **Utility Easements:** Easements are reserved for installation, repair, replacement, and maintenance of all shared utilities, including water, sewer, storm, gas, electric, and telecommunications.

4.3 **Drainage Easements:** Easements are established for stormwater drainage systems, including swales, catch basins, and piping.

4.4 **Use Restrictions:** Common Elements shall be used only for their intended purpose and shall not be obstructed or altered without approval of the Association.

ARTICLE V

MAINTENANCE OBLIGATIONS

5.1 **Common Maintenance:** The Association shall maintain, repair, and replace the Common Elements, including but not limited to:

- Private roadway and drive
- Snow removal and ice control
- Landscaping within Common Areas
- Shared utilities and infrastructure
- Drainage systems

5.2 **Cost Allocation:** All costs shall be shared equally among the three (3) Properties (one-third each), unless otherwise agreed in writing.

5.3 **Emergency Repairs:** Any Owner may undertake emergency repairs necessary to prevent damage or unsafe conditions. Reimbursement shall be required from all Owners.

5.4 **Owner Responsibilities:** Each Owner shall maintain their individual lot and improvements in a manner that does not negatively impact the Common Elements or other Properties.

ARTICLE VI

ASSESSMENTS AND COLLECTION

6.1 **Initial Contribution:** Each Owner shall contribute \$250 as an initial working capital contribution.

6.2 **Annual Budget:** The Association shall adopt an annual budget covering anticipated expenses.

6.3 **Special Assessments:** Special assessments may be levied for unexpected or capital expenses upon approval as required in Article III.

6.4 **Payment Terms:** Assessments shall be due within thirty (30) days of notice.

6.5 **Late Charges and Interest:** Any unpaid amount shall accrue interest at eight percent (8%) per annum.

6.6 **Lien Rights:** Unpaid assessments, together with interest, costs, and reasonable attorney fees, shall constitute a lien against the Property and may be enforced in accordance with Ohio law.

ARTICLE VII

INSURANCE AND LIABILITY

7.1 **Insurance Coverage:** The Association shall maintain general liability insurance covering the Common Elements.

7.2 **Cost Sharing:** Premiums shall be shared equally among all Owners.

7.3 **Owner Insurance:** Each Owner shall maintain insurance on their own dwelling and improvements.

7.4 **Indemnification:** Each Owner agrees to indemnify and hold harmless the other Owners from claims arising from their negligence or misuse of Common Elements.

ARTICLE VIII

USE RESTRICTIONS AND CONDUCT

8.1 No Owner shall obstruct the Common Elements.

8.2 No hazardous or unlawful activity shall be conducted on the Common Elements.

8.3 No alterations to Common Elements shall be made without approval.

ARTICLE IX

DISPUTE RESOLUTION

9.1 **Mediation Required:** In the event of a dispute, the parties shall first attempt to resolve the matter through mediation prior to litigation.

9.2 **Costs:** Costs of mediation shall be shared equally unless otherwise agreed.

ARTICLE X

TERM AND AMENDMENT

10.1 This Declaration shall run with the land in perpetuity.

10.2 Amendments require unanimous written consent of all Owners.

ARTICLE XI

GENERAL PROVISIONS

11.1 **Governing Law:** This Declaration shall be governed by the laws of the State of Ohio.

11.2 **Severability:** If any provision is deemed invalid, the remainder shall remain in full force and effect.

11.3 **Enforcement:** Any Owner may enforce this Declaration.

11.4 **Recording:** This Declaration shall be recorded with the Cuyahoga County Recorder.

SIGNATURES

Owner - 420 Riverdale Drive Rocky River, OH 44116

Owner – 425 Riverdale Drive Rocky River, OH 44116

Owner – 427 Riverdale Drive Rocky River, OH 44116

NOTARY BLOCK:

STATE OF OHIO

COUNTY OF CUYAHOGA

Sworn before me on this ____ day of _____, 2026.

Notary Public

EXHIBIT A – LEGAL DESCRIPTIONS & PPN

(To be completed)

EXHIBIT B – RECORDING INFO

(Return address, preparer, parcel numbers)