

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR EMERALD WOODS SUBDIVISION

It shall be the responsibility of the developer to initiate and complete the formation of the Emerald Woods Homeowners Association, at that point in time when not less than twenty-five (25) nor more than fifty (50) of the lots have been developed and sold.

The developer shall notify all owners of record and all persons residing on the property of a meeting to organize, incorporate and elect officers for the Emerald Woods Homeowners Association.

ARTICLE I
MEMBERSHIP AND VOTING RIGHTS

Section 1. The owner or owners of record of each subplot in any phase of Emerald Woods Subdivision shall automatically become a member of the Emerald Woods Homeowners Association, an incorporated non-profit organization formed under the laws of the State of Ohio for purposes set forth in Article II and shall be entitled to participate in the operation of the Association and shall be bound by the regulations and restrictions set forth herein. Said regulations and restrictions shall be binding on all successors and assigns, occupants and renters. Membership in the Association shall lapse and terminate when an owner ceases to be the owner of record or the renter ceases to occupy the unit.

Section 2. Each lot shall have one vote which shall be exercised by the owner or owners of record unless said owner or owners assigns the voting right to someone else and the assignment of voting rights is filed in writing with the Vice-President/Secretary of the Association. Renters shall not have voting rights unless duly assigned to them by the owner of the property.

ARTICLE II
PURPOSE

The Association shall be formed for the following purposes:

Section 1. To accept ownership of the real estate along with any improvements or equipment located or to be located thereon.

Section 2. To maintain such real estate for the use and benefit of the members of the Association, and further to provide for the perpetual maintenance of all retention basins, ponds, entrance plantings, subdivision signs, fences, and all facilities and structures erected on the Emerald Woods lands.

Section 3. To represent and promote the welfare of the residents of all Emerald Woods subdivision as aforesaid generally; and to cooperate with the officials of municipal, county, state and other public authority for the promotion and betterment of the interests of the said Subdivision as aforesaid, including, without limitation, the dedication of drainage ways for the purpose of carrying off storm water or granting easements thereto, to the appropriate-municipal, county or state authority requesting said dedication or easement, in any part of the real estate located in the Subdivision

as aforesaid, in order to permit said requesting authority to properly maintain and regulate said drainage ways and easements.

ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by Acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges which shall be established and collected as hereinafter provided.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents of the Subdivision and for the improvement and maintenance of the common area, and of the retention basins, landscaping, subdivision signs, fences, and other items which are the responsibility of the Association.

Section 3. Minimum Annual Assessment. The annual assessment for each lot shall be \$75.00. The annual assessment may be increased by a majority vote of the Board of Directors at the time the amount is fixed for the calendar year, provided that said increase may not exceed 50% of the previous years assessment. Increases in excess of 50% for any one calendar year shall be made only if approved by 2/3 vote of the voting members.

Section 4. Uniform Rate of Assessment. Annual assessments must be fixed at a uniform rate for all lots and shall be collected at regular intervals. Said interval shall not be more frequent than monthly, not less frequent than annually, provided, however, that nothing herein shall prohibit prepayment of assessments.

Section 5. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the incorporation and establishment of the Emerald Woods Homeowners Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot has been paid. For purposes of this document, the annual assessment period shall be the calendar year.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. A certificate of lien for all or any part of the unpaid balance of that assessment, and interest and costs, may be filed with the Recorder of Cuyahoga County, Ohio, pursuant to authorization given by the Board. The certificate shall contain a description of the lot against which the lien exists, the

name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments, and shall be signed by the president or other chief officer of the Association. The Association may take appropriate legal action to collect the delinquent liens, including, but not limited to, foreclosing the lien against the property of the owner obligated to pay the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. Major Improvements. All major improvements requiring expenditures over and above the regular maintenance and operating expenses shall be made only upon the affirmative vote of fifty-five percent (55%) of the total voting membership of the Association and the membership shall be assessed for the same.

Section 9. Exempt Property. The following property shall be exempt from assessment created herein:

1. All properties dedicated to and accepted by local public authorities.
2. However, no land or improvements dedicated to dwelling use shall be exempt from said assessments.
3. Vacant lots owned by Sunlight Construction, Inc. and Valley View Associates.

ARTICLE IV ARCHITECTURAL CONTROL

No building, fence, wall of other structures shall be commenced or erected in Emerald Woods Subdivision, nor shall any exterior addition to or change or alteration therein be made 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 an authorized representative of Sunlight Construction, Inc. and Valley View Associates, or their respective successors and assigns. Drawing and information should be submitted to Sunlight Construction, Inc. and Valley View Associates. After the Emerald Woods Homeowners Association is formed and organized as provided in Article I and Article II and no later than when ninety-five percent (95%) of the lots in all Emerald Woods Subdivision are sold, the approval process

shall be transferred to the Board of Directors of the Association at the sole direction of Sunlight Construction, Inc. and Valley View Associates, or to an architectural committee composed of three (3) representatives appointed by the Board. In the event Sunlight Construction, Inc. and Valley View Associates or Board of Directors or its designated committee fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted, approval will not be required and this Article will be deemed to have been fulfilled.

Sunlight Construction, Inc., Valley View Associates or an architectural control committee of the Emerald Woods Subdivision, as the case may be, have the right to not approve any building plan that in its or their opinion will be detrimental to the Subdivision or does not conform to the Subdivision plat, as approved by the Brecksville Planning Commission and/or Building Commissioner. They shall also have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

(a) Failure of such plans or specifications to comply with any of these Covenants and Restrictions.

(b) Failure to include information in such plans and specifications as may have been reasonably requested.

(c) Objection to the design, color, or appearance of any proposed building and/or landscaping plan.

(d) Incompatibility of any proposed building or use with existing building or uses upon other lots in the vicinity.

(e) Objection to the location of any proposed building upon a lot or with reference to other lots in the vicinity.

(f) Objection to the grading plan.

(g) Objection to the design, appearance, color, scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed building.

(h) Or, any other matter which, in the Judgment of the appropriate granting authorities set forth above, would render the proposed building, buildings or uses inharmonious with the general plan of Emerald Woods Subdivision or with buildings or Uses located upon other lots in the vicinity.

Refusal to approve the site plans, building plans, specifications, builder or landscaper may be based upon any grounds which, in the sole discretion of the appropriate granting authorities set forth above, shall be deemed sufficient. In the event the plans or specifications are disapproved, said disapproval shall be in writing and provide a statement of the reasons for such disapproval and shall suggest modifications to such plans or specifications. If at any time such plans, specifications, plot plans and landscaping plans are submitted, and they fail to be

approved or disapproved within ninety (90) days, then the said plans, specifications, plot plans and landscaping plans shall be considered as having been approved.

ARTICLE V
BUILDING AND LAND USE RESTRICTIONS

1. All lots in the Emerald Woods Subdivision shall be known as residential lots and no building or structure shall be placed or constructed thereon unless it meets the following area requirements:

- A. Two Thousand Six Hundred (2600) square feet of living area for a one story ranch dwelling exclusive of garages, porches or basements.
- B. Two Thousand Six Hundred (2600) square feet of living area for a split level dwelling exclusive of garages, porches or basement area, but including the lower level living area which does not have to be finished inside prior to occupancy. lower level living area shall include closets, utility and laundry areas.
- C. Two Thousand Six Hundred (2600) square feet of living area for a colonial dwelling exclusive of garages, porches or basement area.

2. Each dwelling will have a two (2) or three (3) or four (4) car attached or integral garage.

3. Where required, sidewalks will be constructed of concrete and must be completed within six (6) months of the dwelling being completed (weather permitting).

4. Lawns and shrubbery between the roadway and dwelling shall be installed within ten (10) months after the completion of the dwelling.

5. Any dwelling that is constructed shall have no concrete or block above grade on that portion of the dwelling facing a dedicated roadway.

6. No dwellings on adjacent lots shall be the same color except white.

7. No trailer, basement or tent or other out-buildings shall be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. No garage or utility building shall be erected prior to the erection of the principal dwelling house. In no instance shall the construction on the exterior of a building or structure extend beyond one year from the date construction commenced.

8. No sign, billboard or advertising device (other than a sign advertising the sale of the premises or sale of development or entrance sign) that conforms to local ordinances shall be erected, placed or suffered to remain upon the premises; no television or radio antenna, except one affixed to the ridge pole or chimney of such dwelling, shall be erected on the premises; no trade business, profession or other commercial activity may be carried on or practiced upon the premises.

9. No trailer or permanent tent of any kind or description whatsoever shall be placed or suffered to remain in said Subdivision.

10. No owner shall damage any streets within the subdivision or permit any contractor or materialman to damage said street during the period of any home construction or said owner shall be personally liable for any cost of repairing such street, and shall hold Sunlight Construction, Inc., Valley View Associates and/or its or their successors and assigns harmless from any liability to any governmental entity for the cost of repairing such street.

11. Easements for installation and maintenance of utilities and drainage facilities are reserved for the benefit of Sunlight Construction, Inc. and Valley View Associates, its and their successors and assigns, and the owners of the lots in said subdivision.

12. No campers, trailers, boats, motor homes, commercial vehicles, or recreational vehicles of any kind shall be kept on the property for more than thirty (30) days if they are visible from the street.

13. All driveways shall be of hard surface, either asphalt or cement, and located not less than three (3) feet distant from any lot line, except for the concrete pad.

14. Each and every dwelling house shall be so planned and so placed upon said lot that the width of the front elevation thereof shall be greater than the depth of said dwelling house, except that if the entire available building space between the said side lines of said premises be occupied by the front of said dwelling house, the foregoing restriction as to the depth of said dwelling house, shall not apply. However, the front elevation and the front or main entrance thereof shall be toward the principal highway upon which said house faces. The restrictions as to distance at which said dwelling house shall be placed from the front and side lines of said premises must apply to and include porches, patios, garages, or other similar projections of said dwelling house.

15. No owner will be permitted to act as his own building or contractor for the exterior of any structure, except where such owner obtains his income primarily from the construction of single-family houses, and otherwise meets the qualifications for approval

by Sunlight Construction, Inc. or Valley View Associates.

16. Other miscellaneous conditions:

All roofs shall be of textured material.

Exposed exteriors of all chimneys shall be of brick or stone.

No flat roofs shall be permitted; the minimum allowable pitch shall be four feet to twelve feet.

Exterior of structure shall be brick, stone or natural wood or vinyl siding or aluminum siding, unless other material shall be approved by Sunlight Construction, Inc. or Valley View Associates. All brick, stone or natural wood shall be extended to and meet the yard grade. No excavation shall remain open for more than sixty (60) days.

No swimming pools or decks or paving areas in connection with swimming pools shall be above grade.

No satellite dish or radio towers shall be permitted.

No electrical, telephone or wires of, any kind shall be installed above ground.

No freestanding building of any kind shall be erected, unless attached to the rear wall of the house.

NO items, including automobiles and other personal property shall be displayed for sale in front of building line.

No clothes lines shall be exposed to the street.

No trash containers, trash or refuse shall be stored, other than inside a garage area or behind and in the rear of a building in such a manner as not to be visible from the street or an adjoining lot.

No display or advertising, sales, campaign or other signs shall be displayed within the subdivision at any time whether on vacant lots, completed houses or houses under construction. Provided that with respect to completed houses or model houses under construction one "for sale" sign can be displayed by the owner or building, which sign shall not be larger than 3 feet x 5 feet in size. The provisions of this paragraph shall not be applicable with respect to sublots owned by Sunlight Construction, Inc. or Valley View Associates.

17. No portion of the lot from the building line to the streets shall be Used for any purpose other than as shown on the landscape plan, as presented for Sunlight Construction, Inc. or Valley View Associates approval. Nothing herein contained, however,

shall be construed as preventing the use of such portion of said premises for lawn, walks, drives, the planting of trees or shrubbery, the growing of flowers or ornamental plants, for the purpose of beautifying said premises, but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof and no weeds, underbrush or other unsightly growths shall be permitted to grow or remain in the front area of the premises, and no unsightly objects shall be allowed to be placed or remain anywhere thereon. No recreational facilities to be erected in front of the building line, i.e., basketball hoops, etc.

18. No building on any lot shall be used or occupied for longer than six (6) months from the date of the substantial completion of the building, unless the landscaping and lawn plan has been completed.

19. No trailer, tent, shack, garage, barn or other outbuilding erected in this Subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.

20. Within one (1) year of purchase of a lot, owner shall install sidewalks and sod the tree lawn and twenty (20) feet of lawn inside from sidewalk, regardless if house is erected or not. At all times, owner shall keep the lot free of debris, fallen branches and in a neat, clean and orderly condition.

21. No fence, wall, tree hedge or shrub planting shall be maintained in such a manner as to obstruct sight lines for vehicular traffic.

22. No man-made or man installed fences of any kind shall be erected on any street frontage or forward of the front of the house. Fences are permitted only to the rear of house and along rear line.

23. No animals or fowl are allowed, except dogs and/or cats, which shall be kept in such a manner as to not constitute a nuisance.

24. No obnoxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

25. The blockage of any natural drainage course or swale or changing of the grade of a lot by owner is expressly prohibited, and Sunlight Construction, Inc. or Valley View Associates reserve the right to enter onto the premises to alter said changes to allow the natural free flow of the drainage.

26. The failure of Sunlight Construction, Inc. or Valley View Associates or other owner to enforce any building restrictions, covenants, conditions, obligations, rights, or powers herein contained, however long continued, shall not be deemed a waiver of the right to enforce thereafter these rights as to the same violation or as to a breach or violation occurring prior to subsequent thereto. Invalidation of any of these covenants by a

court of competent Jurisdiction shall in no way affect any of the other covenants which shall remain in full force and effect.

27. Sunlight Construction, Inc. or Valley View Associates further reserve to itself or themselves, the right to permit deviations from, or to change, waive or modify any or all of these restrictions, if in its or their sole judgment the development or lack of development on adjoining or adjacent property or the topography of the land involved in their judgment makes such course necessary or advisable, with the understanding that Sunlight Construction, Inc. or Valley View Associates therein may assign or relinquish the power herein reserved in the event it decides to do so.

28. Sunlight Construction, Inc. and Valley View Associates, so long as they shall collectively be the owners of five (5) or more sublots in Emerald Woods Subdivision, they shall have the right to determine all questions arising in connection with these Restrictions and to construe and interpret its provisions and its good faith, determination, construction or interpretation shall be final and binding. Sunlight Construction, Inc. or Valley View Associates may relinquish its rights hereunder at any time by written document filed with the Recorder of Cuyahoga County, Ohio.

29. These Restrictions shall operate as covenants running with the land as described in Exhibit A and shall be binding upon and be for the benefit of any and all persons who now may own, or who may hereafter own property in Emerald Woods Subdivision until January 1, 2010, at which time said Restrictions shall be automatically extended for successive periods of ten (10) years each, unless by vote of the owners of a majority of the sublots of Emerald Woods Homeowners Association it is agreed to change said Restrictions in whole or in part.

30. It shall be the duty of every owner to pay his proportionate share of the expenses of administration, operation, maintenance, and repair of the entrance, landscaping and gardening, signs, entrance lights, street lights, etc., and any other improvements that the owners of a majority of the sublots shall approve.

31. Any notice required to be sent to any owner shall be deemed to have been properly sent and notice thereby given, when mailed with the proper postage affixed to the last known address of the owner who appears as owner on the records at the time of such Bailing. Notice to one of two or more co-owners of a residential lot or family dwelling unit shall constitute notice to all co-owners.

32. If an owner shall neglect or fail to perform and to comply strictly with the several restrictions on his part, or any of them, Sunlight Construction, Inc. or Valley View Associates or the Emerald Woods Homeowners Association, or any other owner may, at any time thereafter, serve on owner a notice in writing specifying the particular or particulars in which default or a breach thereof has been made and directing him to remedy such default or breach. If that owner shall for a period of ten (10) days (time being of the essence of this provision) fail fully and entirely to remedy such breach or default that Sunlight Construction, Inc. or Valley View

Associates or the Emerald Woods Homeowners Association or any other owner shall have the right to exercise any of the remedies provided herein. In addition to the rights provided herein, Sunlight Construction, Inc. or Valley View Associates or the Emerald Woods Homeowners Association and any other owner shall have the right, at any reasonable time on reasonable notice, to enter upon and inspect any lot or any improvements thereon and shall not be deemed a trespasser by the owner.

33. If an owner shall violate or attempt to violate any condition, restrictions or covenants herein, it shall be lawful for Sunlight Construction, Inc. or Valley View Associates or the Emerald Woods Homeowners Association or any other owner to prosecute under proceedings at law or in equity against the person or persons violating or attempting to violate any such condition, restriction or covenant and prevent him or them from so doing or to recover damages, costs and attorney fees for such violations. Sunlight Construction, Inc. or Valley View Associates or the Emerald Woods Homeowners Association agrees that any owner shall have the right to enforce the foregoing restrictions, rights, reservations, agreements, covenants and conditions; and failure to take such action shall not constitute a waiver of the right to do so thereafter.

34. 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 or circumvent any Covenant or Restriction, either to restrain or enjoin violations, or threatened violations, to recover damages, or by any appropriate proceeding at law or equity against the land to enforce any lien created by these Covenants.

35. The failure of Sunlight Construction, Inc. or Valley View Associates or the Emerald Woods Homeowners Association or other owner to enforce any building restrictions, covenants, conditions, obligations, rights, or powers herein contained, however long continued, shall not be deemed a waiver of the right to enforce thereafter these rights as to the same violation or as to a breach or violation occurring prior to subsequent thereto. Invalidation of any of these covenants by a court of competent Jurisdiction shall in no way affect any of the other covenants which shall remain in full force and effect.

36. Sunlight Construction, Inc. or Valley View Associates or the Emerald Woods Homeowners Association further reserves to itself or themselves the right to permit deviations from, or to change, waive or modify any and all of these restrictions, if in its sole Judgment the development or lack of development on adjoining or adjacent property or the topography of the land involved in their judgment makes such course necessary or advisable, with the understanding that Sunlight Construction, Inc. or Valley View Associates or the Emerald Woods Homeowners Association therein may assign or relinquish the power herein reserved in the event it decides to do so. Notwithstanding anything contained herein to the contrary, nothing in this Section shall permit Sunlight Construction, Inc. or Valley View Associates or the Emerald Woods Homeowners Association from waiving or modifying any of the

restrictions contained in Article VI herein.

37. No chain link fence with metal posts may be installed on lot lines surrounding a portion of a lot. All fences must be in compliance with applicable ordinances of the City of Brecksville and, if required, a permit must be obtained from the building department.

38. Sunlight Construction, Inc. and Valley View Associates, its and their successors or assigns, shall have the right to waive, cancel, alter or modify any or all of the restrictions contained in this deed provided, however, that no modification or alteration shall in fact cause these restrictions to become more restrictive. This section shall apply so long as Sunlight Construction, Inc. and Valley View Associates owns property in the subdivision.

ARTICLE VI
ENFORCEMENT PROVISIONS BY
THE CITY OF BRECKSVILLE

Section 1. In the event that Sunlight Construction, Inc., Valley View Associates and/or the Emerald Woods Homeowners Association, as the case maybe, fails or neglects, for any reason, within a reasonable time to maintain the retention basins servicing the Subdivision, then the City of Brecksville, with or without notice, shall have the right to enter into the detention basins, and the pertinent areas, and to perform such maintenance.

Section 2. In the event that the City of Brecksville is required to maintain these basins as aforesaid, cost of the same will be paid by the Association promptly upon remittance of a bill to the Association. In the event that the Association does not pay within ten (10) days of receipt of the bill for the costs advanced by the City for the maintenance of the retention basins, then the charge shall by certification of the City of Brecksville become a lien proportionately upon each subplot owner for its proportionate share of the entire amount spent by the City of Brecksville.

Section 3. Prior to the City performing any maintenance of the retention basins that is or may be the responsibility of Sunlight Construction, Inc., Valley View Associates and/or the Emerald Woods Homeowners Association, as the case maybe, the City of Brecksville shall give ten (10) days notice to maintain or repair said basins prior to the institution of the City doing the work itself.

Section 4. There is placed upon the Emerald Woods Homeowners Association a mandatory duty to maintain the retention basins subject to the reasonable approval of the City of Brecksville Engineer.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Enforcement. 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 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to the Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, and after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety Percent (90%) of the lot owners, and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be properly recorded. Notwithstanding anything contained herein to the contrary, nothing in this Section shall permit Sunlight Construction, Inc. or Valley View Associates or the Emerald Woods Homeowners Association from waiving or modifying any of the restrictions contained in Article VI herein.

Section 4. Annexation. Additional residential and/or Common Areas may be annexed to the properties at the reasonable direction of Sunlight Construction, Inc. or Valley View Associates or their successors and assigns.

Section 5. Additional Properties. It is contemplated that all the contiguous property owned by Sunlight Construction, Inc. and/or Valley View Associates shall become part of the Emerald Woods Subdivision and by filing of subdivision plats and approval of the City of Brecksville for additional phases of Emerald Woods Subdivision, they shall be included in and subject to these Restrictions and Covenants.

Section 6. These Restrictions and Covenants may be modified to effect their plain meaning and shall be binding upon heirs, successors and assigns of the landowners and shall be binding upon and for the benefit of the respective successors and assigns of the developer which is Sunlight Construction, Inc. and Valley View Associates.