

8/14/91

MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS

OF

BARRINGTON
AURORA, OHIO

BEING DEVELOPED AND BUILT BY:

BREEZY POINT LIMITED PARTNERSHIP,
an Ohio Limited Partnership
34555 Chagrin Boulevard
Moreland Hills, Ohio 44022
(216) 247-1753

James A. Schoff

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Vol. *1116* Page *528-600*
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INDEXED

WILLIAM WILSON

DECLARATION

Submitting the property known as Barrington, being located in Aurora, Portage County, Ohio.

(This will certify that copies of this Master Declaration, together with Exhibits thereto, have been filed in the Office of the County Recorder, Portage County, Ohio).

Date: October 10, 1991.

Portage County Recorder

By: Helen M. Frederick
R.S.

TABLE OF CONTENTS

	<u>Pages</u>
<u>ARTICLE I</u> - Preamble; Property Subject to this Declaration; Declarant's Right to Add and Delete Land	2
Section 1.1 - Preamble	2
Section 1.2 - Property	2
Section 1.3 - Expansion and Contraction of the Property	2
<u>ARTICLE II</u> - Exhibit and Definitions	2
Section 2.1 - Exhibit	?
Section 2.2 - Definitions	3
<u>ARTICLE III</u> - Easements	9
Section 3.1 - Utility Easements	9
Section 3.2 - Easement for Ingress and Egress ...	10
Section 3.3 - Common Areas	10
Section 3.4 - Easements for Construction, Alteration, etc.	10
Section 3.5 - Emergency and Service Easements ...	11
Section 3.6 - Easements for Watering Purposes ...	11
Section 3.7 - Easements for Golf Course Property	11
Section 3.8 - Cross-Easements	13
Section 3.9 - Easements for Community Signs	13
Section 3.10 - Easement to Maintain Sales Offices, Models, etc.	13
Section 3.11 - Maintenance Easement	14
Section 3.12 - Environmental Easement	14
Section 3.13 - Scope of Easements and Dedic- ation of Roadways and Utilities	14
Section 3.14 - Easements to Run With the Lands ..	15
<u>ARTICLE IV</u> - Ownership and Operation of Common Areas	15
Section 4.1 - Conveyances of Common Areas	15
Section 4.2 - Use of Common Areas	16
<u>ARTICLE V</u> - The Master Association	16
Section 5.1 - Existence	16
Section 5.2 - Membership and Voting Rights	16
Section 5.3 - Board and Officers of the Master Association	18
Section 5.4 - Rights of the Master Association ..	18

<u>ARTICLE VI</u> -	Responsibilities of the Master Association	19
	Section 6.1 - Maintenance of Areas of Common Responsibility, Including Roadways and Utilities	19
	Section 6.2 - Neighborhoods	22
	Section 6.3 - Taxes and Assessments	23
	Section 6.4 - Utilities	23
	Section 6.5 - Insurance	23
	Section 6.6 - Management	27
	Section 6.7 - Upgrading	27
	Section 6.8 - Enforcement	27
	Section 6.9 - Disputes Between Neighborhoods	27
	Section 6.10 - Rules and Regulations	28
	Section 6.11 - General	28
	Section 6.12 - Original Declarant's Rights	28
 <u>ARTICLE VII</u> -	 Covenants and Restrictions	 28
	Section 7.1 - Covenant of Good Maintenance	29
	Section 7.2 - Trailers	29
	Section 7.3 - Fences, Walls and Hedges	29
	Section 7.4 - Nuisance	29
	Section 7.5 - Animals	30
	Section 7.6 - Signs	30
	Section 7.7 - Storage of Material and Trash Handling	30
	Section 7.8 - Commercial or Professional Uses ...	31
	Section 7.9 - Storage of Vehicles and Machinery; No Parking on Master Association Roads	31
	Section 7.10 - Firearms; Preservation of Wildlife	32
	Section 7.11 - Control of Trucks, Commercial Vehicles and Motorcycles	32
	Section 7.12 - Traffic Regulations; Golf Carts ..	32
	Section 7.13 - Poles, Wires and Antennae	32
	Section 7.14 - Exterior Appearance, Window Treatment and Lights in Exteriors of Residences	33
	Section 7.15 - Grading	33
	Section 7.16 - Drainage Ditches	33
	Section 7.17 - Resubdivision of Lots	33
	Section 7.18 - Golf Course Property	34
	Section 7.19 - Use of Golf Course Property	34
	Section 7.20 - Lakes, Water Bodies and Wetlands .	34
	Section 7.21 - Use of the Name "Barrington"	35
	Section 7.22 - Waiver of Subrogation	35
	Section 7.23 - Violation of This Article	35
	Section 7.24 - Restrictions of Other Documents ..	36
	Section 7.25 - Certificate of Compliance with Restrictions	36

<u>ARTICLE VIII</u> - Architectural Review Board	36
Section 8.1 - Structure of Architectural Review Board	36
Section 8.2 - Approval of Plans	37
Section 8.3 - Grounds for Disapproval	38
Section 8.4 - Right of Appeal	39
Section 8.5 - Variances	39
Section 8.6 - Approval Expiration	39
Section 8.7 - Violation of Article	39
Section 8.8 - Cost of Architectural Review Board	40
Section 8.9 - Liability of Members of the Architectural Review Board	40
Section 8.10 - Failure of Architectural Review Board to Act	41
<u>ARTICLE IX</u> - Assessments	41
Section 9.1 - Definition of Assessments	41
Section 9.2 - Responsibility for Payment of Assessments	41
Section 9.3 - Computation of Neighborhood Assessments	43
Section 9.4 - No Exemption for Non-Use of Facilities; No Refund of Reserves	44
Section 9.5 - Creation of Lien and Personal Obligation	44
Section 9.6 - Non-Liability of Foreclosure Sale Purchaser for Past Due Assessments	45
Section 9.7 - Liability for Assessments on Voluntary Conveyance	45
Section 9.8 - Additional Assessments	45
Section 9.9 - Exempt Property	46
<u>ARTICLE X</u> - Liens	46
Section 10.1 - Perfection of Lien	46
Section 10.2 - Duration of Lien	46
Section 10.3 - Priority	47
Section 10.4 - Dispute as to Assessment	47
Section 10.5 - No Waiver Implied	47
Section 10.6 - Personal Obligations	47
<u>ARTICLE XI</u> - Remedies of the Association	47
Section 11.1 - Denial of Voting Rights	47
Section 11.2 - Specific Remedies	47
Section 11.3 - Cost of Collection	48
Section 11.4 - Binding Effect	48

<u>ARTICLE XII</u> - No Partition	49
<u>ARTICLE XIII</u> - Condemnation	49
<u>ARTICLE XIV</u> - Mortgagees' Rights	49
Section 14.1 - Notices of Action	50
Section 14.2 - Other Provisions for First Lien Holders	50
Section 14.3 - Amendments to Documents	50
Section 14.4 - Special Federal Home Loan Mortgage Corporation Provisions	51
<u>ARTICLE XV</u> - General Provisions	52
Section 15.1 - Covenants Run With the Property; Binding Effect	52
Section 15.2 - Duration	52
Section 15.3 - Notices	53
Section 15.4 - Enforcement-Waiver	53
Section 15.5 - Construction of the Provisions of this Master Declaration	53
Section 15.6 - Reservations by Original Declarant - Exempt Property	54
Section 15.7 - Assignability by Original Declarant	55
Section 15.8 - Severability	56
Section 15.9 - Arbitration	56
Section 15.10 - Litigation	56
Section 15.11 - Validity of Mortgages	56
Section 15.12 - Amendment of Master Declaration .	56
Section 15.13 - Interest Rates	58
Section 15.14 - Headings	59
Section 15.15 - Rule Against Perpetuities	59

EXHIBIT TO MASTER DECLARATION

Exhibit "A" - Legal Description of Property

MASTER DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS OF BARRINGTON
("Master Declaration")

THIS MASTER DECLARATION made as of the 1st day of October, 1991 by BREEZY POINT LIMITED PARTNERSHIP, an Ohio limited partnership (referred to herein as the "Declarant").

PREAMBLE

A. The Declarant is the owner of real property in Aurora, Portage County, Ohio, legally described in Exhibit "A" (the "Property"), and desires to create thereon a planned community in accordance with the Master Site Plan (hereafter defined) and in accordance with the PD Planned Development District requirements of the Planning and Zoning Code of the City of Aurora, Ohio.

B. The Property consists of the Property, Living Unit Lots, Vacant Single Family Lots and the Common Areas, all as hereafter defined.

C. The Property may be developed in whole or in part: (a) as one or more residential communities; (b) for open space and/or recreational purposes; or (c) any combination of the foregoing.

D. The Declarant desires to provide for: (a) the orderly development of the Property; (b) the establishment and maintenance of architectural and design controls and standards; (c) the preservation of Open Space (hereafter defined); (d) the use and maintenance of the Areas of Common Responsibility (hereinafter defined); (e) the compliance with the Planning and Zoning Code of the City of Aurora; and (f) the protection of values within the Property. The foregoing is being provided so that the residents of the Property may enjoy a fine environment for themselves and their families. For such purpose, the Declarant has prepared this Master Declaration to define the manner in which the Property shall be governed and administered.

E. A central association will be required to regulate, administer and govern the Property for the fulfillment of the foregoing purposes with the power to levy and collect assessments from Owners (hereafter defined) within the Property and to pay the cost and expense of operating, maintaining, repairing and replacing the Areas of Common Responsibility. The Declarant has assigned such functions to Barrington Master Association, Inc., a corporation not-for-profit, that Declarant has caused to be created under the laws of the State of Ohio (the "Master Association").

NOW, THEREFORE, Declarant declares the Property and any other property as may by Subsequent Amendment (hereafter defined) be added to and subjected to this Master Declaration shall be owned, held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, assessments, charges and liens (collectively, the "Covenants and Restrictions") provided in this Master Declaration, which Covenants and Restrictions shall run

REC-1000

with the land and shall be binding on and inure to the benefit of all Persons (hereafter defined) having any right, title or interest in or to any part of the Property, or any other property as may by Subsequent Amendment be added to and subjected to this Master Declaration, and their respective heirs, personal representatives, successors and assigns.

ARTICLE I
PREAMBLE; PROPERTY SUBJECT TO THIS DECLARATION;
DECLARANT'S RIGHT TO ADD AND DELETE LAND

Section 1.1 - Preamble

The Preamble is incorporated in and made a part of this Master Declaration.

Section 1.2 - Property

The Property which is and shall be owned, held, transferred, sold, used and occupied subject to this Master Declaration is the real property described in Exhibit "A".

Section 1.3 - Expansion and Contraction of the Property

(a) The Declarant reserves the right from time to time to add additional property to the Property and to subject the same to the provisions of this Master Declaration. To add any additional property, the Declarant shall execute and record a Subsequent Amendment to this Master Declaration which expressly provides that the land described therein shall become a part of the Property and shall be subject to the Covenants and Restrictions set forth in this Master Declaration, except as the same may be modified by the Subsequent Amendment.

(b) The Declarant reserves the right from time to time to delete lands from the Property (provided the lands so deleted are not designated as Common Areas or Open Space) and thereby to free such lands from the provisions of this Master Declaration. Lands not owned by Declarant may be deleted from the Property only with the written consent of the title owner thereof. To delete such lands, the Declarant shall execute and record a Subsequent Amendment to this Master Declaration which expressly provides that the land described therein shall no longer be a part of the Property and shall no longer be subject to the Covenants and Restrictions set forth in this Master Declaration.

ARTICLE II
EXHIBIT AND DEFINITIONS

Section 2.1 - Exhibit

The following Exhibit is attached to and made a part of this Master Declaration:

WILLIAM PAE JOC

EXHIBIT "A": A legal description of the Property.

Section 2.2 - Definitions

For the purposes of brevity and clarity, certain words and terms used in this Master Declaration are defined as follows:

(a) "ARCHITECTURAL REVIEW BOARD". The board created by this Master Declaration and granted original jurisdiction to review and approve or disapprove all exterior and structural improvements, additions and changes within the Property.

(b) "AREAS OF COMMON RESPONSIBILITY". The Areas of Common Responsibility shall mean and refer to: (i) the Common Areas, but excluding the Golf Course Property; (ii) the entrances to the Property situated off of existing and future public streets that abut the Property (the "Entrances") and landscaping, sprinklers (if any) and other improvements at the Entrances; (iii) any security facilities, including security gates, gatehouses, security guards, walls and fences; (iv) Master Association Roads (hereafter defined) and signs, street lights (if any) and walks or pathways (if any); (v) storm drainage that generally serves the Property; (vi) any sewage lift stations and/or water plants not owned and/or operated by the Portage County Sanitary Engineer or other governmental authority or public utility; (vii) real and personal property owned by the Master Association; (viii) real and personal property not owned by the Master Association but determined by the Board to be the responsibility of the Master Association; (ix) together with those areas, if any, which by contract with any Neighborhood (hereafter defined), with any commercial establishment or association, or with any local governmental authority become the responsibility of the Master Association. Any public rights-of-way within or adjacent to the Property may be part of the Areas of Common Responsibility.

(c) "ASSESSMENTS". The assessments levied against all Owners of Living Units and Vacant Single Family Lot Owners to fund Common Expenses.

(d) "BARRINGTON". A PD Planned Development District under the Planning and Zoning Code of the City of Aurora consisting of the Property.

(e) "CITY". The City of Aurora, an Ohio municipal corporation.

(f) "CLASS "B" CONTROL PERIOD". The period of time during which the Class "B" Member (the Declarant) is entitled to appoint a majority of the members of the Board, as provided in Article III, Section 2 of the Master Code.

(g) "CLUB ENTRANCES". The roads and related improvements, including signs, lighting, landscaping, sprinkler systems, ponds, fountains and pumps, situated off of Aurora Road, that serve the clubhouse, golf course maintenance area and the tennis/swimming pool area of the Golf Club.

(h) "COMMON AREAS". All real and personal property now or hereafter owned by the Master Association or otherwise held for the common use and enjoyment of the Owners or Occupants. Common Areas shall include the Entrances of the Property referred to in subparagraph (b) of this Section, Master Associa-

tion Roads and those areas of land intended for the common use, benefit and enjoyment of all Occupants of the Property. Common Areas does not include the Golf Course Property, nor is the Golf Club governed by the provisions of this Master Declaration, except as specifically provided herein. Any Owner may delegate, in accordance with the Master Code and subject to reasonable rules, regulations, and limitations as may be adopted in accordance therewith, his or her right of enjoyment to the Common Areas and facilities to the members of his or her family, tenants, and social invitees and shall be deemed to have made a delegation of all such rights to the Occupants of any leased Living Unit. Common Areas does not mean or imply that the public at large acquires any easement of use or enjoyment therein.

(i) "COMMON EXPENSES". The actual and estimated expenses of operating the Master Association, both for general or special purposes, including reasonable reserves, all as may be found to be necessary and appropriate by the Master Board pursuant to this Master Declaration, the Master Code, and the Articles of Incorporation of the Master Association.

(j) "COMMUNITY-WIDE STANDARD". The standard conduct, maintenance, or other activity generally prevailing within the Property. Such standard may be more specifically determined and set forth by the Architectural Review Board and the Master Board.

(k) "DECLARANT". BREEZY POINT LIMITED PARTNERSHIP, an Ohio limited partnership, and the specifically designated successors or assigns of any of its rights as Declarant under this Master Declaration or under any supplement to this Master Declaration involving the Property as the same may be expanded or contracted from time to time. No person, real or corporate, shall be deemed to be a successor, alternate or additional Declarant for the purposes of this Master Declaration unless and until such person or entity has been specifically so designated by Declarant herein, by instrument in writing and placed of record, and shall be deemed a successor and assign of Declarant only to the particular rights and interests of Declarant under this Master Declaration or under a supplement to this Master Declaration. The Declarant is also sometimes referred to herein as the "Original Declarant".

(l) "DEVELOPER". A Person acquiring title to a portion or all of the Property for the sole purpose of engaging in the business of improving the Property with Living Units for sale or rental and designated a Developer by Declarant.

(m) "ELIGIBLE MORTGAGE HOLDERS". Eligible Mortgage Holders shall mean banks, savings and loan associations, insurance companies and other institutional lenders, holders, insurers or guarantors of first mortgages on the Property or portions thereof.

(n) "EXCLUSIVE COMMON AREA". Exclusive Common Areas shall mean and refer to certain portions of the Common Area which are for the exclusive use and benefit of one or more, but less than all, Neighborhoods as defined herein. All costs associated with maintenance, repair, replacement and insurance of Exclusive Common Areas shall be assessed against the Owners of Living Units in only those Neighborhoods which are benefited thereby as a Neighborhood

Assessment, as defined herein. By way of illustration and not by way of limitation, Exclusive Common Areas may include recreational facilities intended for the exclusive use of Owners within a particular Neighborhood or Neighborhoods and supported exclusively by Neighborhood Assessments. Initially, any Exclusive Common Areas shall be designated as such and the exclusive use thereof shall be assigned in a Subsequent Amendment or in a deed conveying the Common Area to the Master Association. A portion of the Common Area may be assigned as Exclusive Common Area of a particular Neighborhood or Neighborhoods and Exclusive Common Area may be reassigned upon the vote of a majority of the Members of the Master Association, including a majority of the votes within the Neighborhood(s) to which they are assigned.

(o) "GOLF CLUB". Barrington Golf Club, Inc., an Ohio non-profit corporation which owns and/or operates the Golf Course Property.

(p) "GOLF COURSE". The 18-hole golf course and the golf cart paths situated on the Golf Course Property.

(q) "GOLF COURSE PROPERTY". Golf Course Property shall mean land and facilities adjacent to or in the vicinity of the Property which are privately owned by the Declarant, its successors, successors-in-title, or assigns upon which land and facilities there is, or shall be situated, inter alia, (i) an 18-hole golf course; (ii) golf driving range, practice putting green and golf cart paths; (iii) tennis courts and swimming pool; and (iv) a clubhouse facility, tennis and golf pro shops, locker room facilities, food and beverage facilities, parking lots and other facilities which are or will be operated as part of the Golf Club. The Golf Course Property is not part of the Property, nor is it governed by the provisions of this Master Declaration, except as expressly and specifically provided herein. No Owner or Occupant, nor the Master Association, shall have any rights in and to, or obligations with respect to, the Golf Club, except as expressly and specifically provided herein.

(r) "GOLF COURSE PROPERTY OWNER". Golf Course Property Owner shall mean the record title holder, whether one or more persons or legal entities (including, specifically, the Declarant) of the fee simple title to the Golf Course Property; provided, however, the Golf Course Property Owner shall be deemed to be the Golf Club if the Golf Club contracts with the Declarant to operate the Golf Club. The term "Golf Course Property Owner" shall not mean or refer to any mortgagee of the Golf Course Property unless and until such mortgagee has acquired title to the Golf Course Property pursuant to foreclosure or any proceeding in lieu of foreclosure.

(s) "LIVING UNIT LOT". A platted single-family subplot upon which a Living Unit has been constructed.

(t) "LIVING UNITS". All units of residential housing (attached or detached or multi-story) to be situated on the Property, whether they are single family homes, residential condominium units or rental units or any other type of living unit permitted to be constructed or created upon the Property under any applicable zoning code that now exists or may hereafter be amended. Without limiting the generality of the foregoing, Living Unit shall mean a

portion of the Property intended for any type of independent ownership for use and occupancy as a single family residence and shall, unless otherwise specified, include within its meaning (by way of illustration, but not by way of limitation) condominium units, apartment units, patio or zero lot line homes, and single family houses on separately platted lots, as may be developed, used and defined as herein provided or as provided in Subsequent Amendments; provided, further, the term shall also include all portions of the lot owned as a part of any structure thereon; and provided, further, each apartment unit within an apartment building located on the Property shall be a Living Unit, but the apartment building itself shall not be or constitute a Living Unit.

For the purposes of this Master Declaration, a Living Unit shall come into existence when the improvements constructed thereon are sufficiently complete to reasonably permit the habitation thereof, whether or not a certificate of occupancy has been issued by the City for the Living Unit.

(u) "MASTER ARTICLES" or "MASTER ARTICLES OF INCORPORATION". The Articles of Incorporation of the Master Association which are filed with the Secretary of State of Ohio to create the Master Association.

(v) "MASTER ASSOCIATION". Barrington Master Association, Inc., a non-profit Ohio corporation, its successors and assigns, created to govern, operate, control and administer the Areas of Common Responsibility and to supervise and enforce this Master Declaration.

(w) "MASTER ASSOCIATION ROAD". Any street or other thoroughfare which is at any time constructed on the Property which the Declarant at any time offers to dedicate by easement, deed, plat or otherwise, to the Master Association or to governmental authorities having jurisdiction (whether the same is denominated as a street, avenue, boulevard, drive, place, court, road, circle, lane, walk or other designation) including any curbs, gutters or sidewalks within the right of way of any such street or other thoroughfare. A Master Association Road may be titled in the name of the Master Association, or may be titled in the name of the Golf Club, an Owner, or otherwise titled, so long as it is dedicated as a Master Association Road. The Master Association Roads do not include the road with direct access to the Golf Club clubhouse from the Club Entrances or the roads with direct access to the Golf Club's swimming and tennis facilities.

(x) "MASTER BOARD". The Board of Trustees of the Master Association. The Board is sometimes also referred to as the "Trustees".

(y) "MASTER CODE". The Code of Regulations of the Master Association.

(z) "MASTER SITE PLAN". The preliminary site plan of the Property and adjacent lands which currently shows a total of 409 sublots, as the same may be supplemented, modified and amended from time to time. The site plan for Phase I of the Property has been approved by the City and currently shows a total of 128 sublots.

(aa) "MEMBER". A person or entity entitled to membership in the Master Association, as provided herein. The Golf Club Property Owner is not a Member of the Master Association.

(bb) "NEIGHBORHOOD". Neighborhood shall mean and refer to each separately developed and denominated residential area comprised of one (1) or more housing types subject to this Master Declaration, whether or not governed by an additional owners' association, in which owners may have common interests other than those common to all Master Association Members, such as a common theme, entry feature, development name, and/or common areas and facilities which are not available for use by all Master Association Members. For example, and by way of illustration and not by way of limitation, each condominium, apartment development, patio or zero lot line development, cluster home development, and single-family detached housing development may constitute a separate Neighborhood. In addition, each parcel of land intended for development as any of the above may constitute a Neighborhood, subject to division into more than one (1) Neighborhood upon development. Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Committee (established in accordance with the Master Code) or Neighborhood Association (as defined in Article V, Section 5.1(c)) of this Master Declaration having jurisdiction over the property within the Neighborhood. Neighborhoods may be divided or combined in accordance with Article V, Section 5.1(c), of this Master Declaration.

(cc) "NEIGHBORHOOD ASSESSMENTS". Neighborhood Assessments shall mean assessments levied against the Living Units in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses.

Any Neighborhood Assessment shall be levied equally against all Living Units in the Neighborhood benefiting from the services supported thereby, provided that in the event of assessments (if any) for exterior maintenance of structures, or insurance on structures, or replacement reserves which pertain to particular structures, such assessments for the use and benefit of particular Living Units shall be levied on an equal basis among the benefited Living Units.

(dd) "NEIGHBORHOOD EXPENSES". Neighborhood Expenses shall mean and include the actual and estimated expenses incurred by the Master Association for the benefit of Owners of Living Units within a particular Neighborhood, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the Master Board and as more particularly authorized herein.

(ee) "OCCUPANT". A person in possession of a Living Unit including, without limitation, an Owner or any guest, invitee, lessee, tenant, or family member of an Owner occupying or otherwise using a Living Unit.

(ff) "OPEN SPACES". Land that is assigned as private open space use, including "common land" and "open spaces" required by the City of Aurora Planning and Zoning Code. The portion of the Golf Course Property that contains the golf course is private "open space" land owned (or which may be owned) and/or operated by the Golf Course Property Owner, is not a Common Area of the Master Association and is not part of the Property.

Vol 1116
Page 540

(gg) "ORIGINAL DECLARANT". BREEZY POINT LIMITED PARTNERSHIP, an Ohio limited partnership, as more fully described in paragraph (k) hereof.

(hh) "OWNER". The record Owner of fee simple title or a ninety-nine (99) year leasehold estate, renewable forever in any Living Unit, including the Declarant and a Developer (except as otherwise provided herein) with respect to any unsold Living Unit, but Owner shall exclude in all cases any party holding an interest merely as security for the performance of an obligation. If a Living Unit is sold under a land installment contract, the purchaser (Vendee) (rather than the fee Owner) will be considered to be the Owner. For the purpose of this Master Declaration, the Owner of Living Units that are rented to others shall be as follows: for the purpose of votes and Assessments, the record Owner of the Living Unit; for the purpose of use and enjoyment of common facilities and amenities which are part of the Common Areas, the Tenant residing in the Living Unit. Every Owner shall be treated for all purposes as a single Owner for each Living Unit held irrespective of whether such ownership is joint or in common. Where such ownership is joint or in common, the majority vote of such Owners shall be necessary to cast any vote to which such Owners are entitled.

(ii) "OWNERSHIP INTEREST". The entire right, title and interest of any Owner in all of the freehold and leasehold estates of such Owner in his Living Unit.

(jj) "PERSON". A natural individual, corporation, partnership, limited partnership, trust or other entity to which the law attributes the capacity of having rights and duties.

(kk) "PERSONAL VOTE". The circumstances under the Master Declaration and under the Master Code where a Class "A" Member is entitled personally to exercise the vote for his Living Unit or Vacant Single Family Lot rather than having such vote exercised by the Voting Member representing such Member. Furthermore, until a Subsequent Amendment is filed which creates a Neighborhood and provides for Voting Members, a Personal Vote shall be used in all instances where the vote of Class "A" Members is required.

(ll) "PROPERTY". The land described in Exhibit "A" as the same may from time to time be amended.

(mm) "RULES". Rules and regulations that govern the operation and use of the Living Units and the Areas of Common Responsibility, including the Common Areas and any other property owned by the Master Association, as such rules and regulations may be adopted from time to time by the Board or the Architectural Review Board to implement and carry out the provisions and intent of this Master Declaration.

(nn) "SUBSEQUENT AMENDMENT". An amendment to this Master Declaration which adds additional property to that covered by this Master Declaration or deletes property from that which is covered by this Master Declaration. A Subsequent Amendment may, but is not required to: (i) impose, expressly or by reference, additional restrictions and obligations on the land submitted by such Subsequent Amendment to the provisions of this Master Declaration; and/or

VOL 1116
PAGE 541

(ii) create a Neighborhood and provide for Voting Member(s) for such Neighborhood; and/or (iii) otherwise amend this Master Declaration and/or the Master Code.

(oo) "SUBSIDY PERIOD". The Subsidy Period for Assessments attributable to the Areas of Common Responsibility shall be for a period beginning as of the date of this Master Declaration and ending December 31, 1994 or when there are seventy-five (75) Living Units, whichever shall first occur.

(pp) "TENANT". Any person(s) having a possessory leasehold estate in a Living Unit, other than an Owner.

(qq) "VACANT SINGLE FAMILY LOT". Vacant Single Family Lot shall mean, at any given time, any portion of the Property: (i) for which a plat has been recorded designating such portion of the Property as a lot upon which only one single family residence may be constructed; (ii) which has been conveyed to a person or entity other than the Declarant; and (iii) upon which no Living Unit is situated.

(rr) "VACANT SINGLE FAMILY LOT OWNER". Vacant Single Family Lot Owner shall mean the record titleholder (other than the Declarant), whether one or more persons or entities of the fee simple title to any Vacant Single Family Lot. The term "Vacant Single Family Lot Owner" shall not mean or refer to any mortgagee of any Vacant Single Family Lot unless and until such mortgagee has acquired title to such Vacant Single Family Lot pursuant to foreclosure or any proceeding in lieu of foreclosure.

(ss) "VOTING MEMBER". Voting Member shall mean and refer to the representative selected by the Members of each Neighborhood to be responsible for casting all votes attributable to Living Units in the Neighborhood for the election of Trustees to the Master Board, amending this Master Declaration or the Master Code, and all other matters provided for in this Master Declaration and in the Master Code which are not required to be determined by Personal Vote. The Voting Member from each Neighborhood shall be the senior elected officer (e.g., Neighborhood Committee chairman or Neighborhood Association president) from that Neighborhood; the alternate Voting Member shall be the next most senior officer. Voting Members shall not be elected until there are two (2) or more Neighborhoods and the Subsequent Amendment creating any such Neighborhood provides for the establishment of Voting Members. Until then, to the extent such vote is required, the Class "A" Members shall, by Personal Vote, elect the Trustees of the Master Board and vote on the other matters provided in this Master Declaration and in the Master Code.

ARTICLE III EASEMENTS

Section 3.1 - Utility Easements

There is hereby reserved in favor of Declarant and granted to the Master Association and each Developer, their successors and assigns, an easement upon, across, over, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of all utilities and service lines and

systems including, but not limited to, water, sewer, energy, drainage, gas, telephone, electricity, television, cable and communication lines and systems. By virtue of this easement, it shall be expressly permissible for Declarant and the Master Association and their successors and assigns, or the providing utility or service company, to install and maintain facilities and equipment on the Property provided that such facilities shall not materially impair or interfere with any Living Units or the Golf Course Property and provided further that any areas disturbed by such installation and maintenance are restored to substantially the condition in which they were found. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or located except as approved by the Architectural Review Board or unless the same are shown on a recorded plat. There is hereby reserved in favor of the Declarant and the Master Association the right (but not the obligation) to grant neighboring property owners easements for utility purposes so long as the granting of such easements does not overburden the utilities serving the Property.

Section 3.2 - Easement for Ingress and Egress

There is hereby created an easement upon, across, over and through the Master Association Roads and any sidewalks, walkways, bike paths, all-purpose trails and parking areas in favor of Declarant and the Master Association, all Owners, Occupants, the Golf Course Property Owner and their respective guests, licensees and invitees for pedestrian and vehicular ingress and egress, as the case may be, to and from all of the various portions of the Property. Notwithstanding the foregoing, the Declarant and/or the Master Association may limit this right of ingress and egress by a Subsequent Amendment, provided, however, that any such amendment that limits or affects access to or from the Golf Course Property by the Golf Course Property Owner, members of the Golf Club, and guests, licensees and invitees of such parties shall require the prior written consent of the Golf Course Property Owner and the mortgagee, if any, of the Golf Course Property Owner. There is reserved unto the Master Association and its respective successors and assigns, the right and privilege to maintain guarded or electronically-monitored gates controlling vehicular access to and from the Property.

Section 3.3 - Common Areas

Declarant, all Owners, Occupants and the guests of such parties shall have the right to enter upon, use and enjoy the Common Areas for their intended purposes in accordance with this Master Declaration and the applicable Rules.

Section 3.4 - Easements for Construction, Alteration, etc.

Easements are hereby created upon portions of the Common Areas necessary in connection with the construction, alteration, rebuilding, restoration, maintenance and repair of any Living Unit or other structures and improvements within the Property or serving the Property; provided, however, that in the exercise of any rights under this easement, there shall be no unreasonable interference with the use of any Living Unit or other structure or improvement on the Property. Any Person benefiting from the foregoing easement shall

indemnify and save harmless the Declarant, the Master Association and each Owner and Occupant from and against any and all losses, damages, liabilities, claims and expenses, including reasonable attorneys' and paralegals' fees resulting from any such construction, rebuilding, alteration, restoration, maintenance and shall repair any damage caused in connection with such activities to substantially the condition that existed prior to such activities.

Section 3.5 - Emergency and Service Easements

Fire, police, health, sanitation, medical, ambulance, school buses, utility company, mail service and other public or quasi-public emergency and service personnel and their vehicles shall have an easement for ingress and egress over and across the Master Association Roads and any other roads or drives within the Property for the performance of their respective duties.

Section 3.6 - Easements for Watering Purposes

Easements are hereby created in favor of the Golf Course Property over the Property and the Common Areas to use the water from the lakes or ponds situated on such properties for the purpose of watering the Golf Course Property and easements are hereby created in favor of the Master Association over the Golf Course Property to use the water from the lakes and ponds situated on the Golf Course Property for the purpose of watering the areas of the Common Areas so long as such usage does not create a shortage of water for the reasonable needs of the owner of such lakes or ponds.

Section 3.7 - Easements for the Golf Course Property

There is hereby reserved for the benefit of Golf Course Property Owner, its successors, assigns, and successors-in-title with respect to the Golf Course Property, the following transferable, alienable, and rights and easements:

(a) Pedestrian and Golf Cart Paths. The right and easement on, over, and across the Common Areas situated adjacent to the Golf Course, and within a five (5) foot portion of the Vacant Single Family Lots and Living Unit Lots measured from the common boundary of such Vacant Single Family Lot and Living Unit Lot and the Golf Course for all members, guests and other authorized users of the Golf Course for the use of pedestrian and golf cart paths located in such portions of the Property and serving the Golf Course.

(b) Construction, Maintenance and Repair. The right and easement on, over, through, under, and across the Common Areas and such portions of the Vacant Single Family Lots and Living Unit Lots as are described in Section 3.7(a) above for the purpose of constructing such improvements on the Golf Course Property or such portions of the Property as the Golf Course Property Owner shall desire from time to time and for maintaining, repairing, and replacing such improvements, provided that the only such improvements to be constructed and maintained on such portion of the Property shall be pedestrian and golf cart paths and related directional signage, and provided further the Golf Course Property Owner shall not use such easement so as to unreasonably

Vol 1116
Page 544

interrupt or interfere with any Owner's use of the Common Areas and such portions of the Vacant Single Family Lots and Living Unit Lots and shall promptly repair and restore any damage to said Common Areas and such portions of the Vacant Single Family Lots and Living Unit Lots caused by the use of the right and easement granted herein. In addition, there is hereby reserved for the benefit of the Golf Course Property Owner, its agents, employees, successors, and assigns, the right and easement to enter upon the Vacant Single Family Lots and the unimproved portions of Living Unit Lots which are located within thirty (30) feet from the water's edge of any lake, pond, or other body of water located on the Golf Course Property, for the purpose of mowing such area and keeping the same free and clear from unsightly growth and trash, as well as for the purpose of maintaining such bodies of water, such maintenance to include, without limitation, dredging and the maintenance of reasonable water quality standards.

(c) Golf Course Maintenance. The non-exclusive right and easement over and across the portions of the Common Areas, the Vacant Single Family Lots and all unimproved portions of a Living Unit Lot which are adjacent to the Golf Course. This reserved right and easement shall permit, but shall not obligate, the Golf Course Property Owner and its agents, employees, successors, and assigns with respect to the Golf Course Property, to go upon any such portions of the Common Areas, and such Vacant Single Family Lot or unimproved portions of such Living Unit Lot to maintain or landscape the area encumbered by such easement. Such maintenance and landscaping shall include planting of grass, watering, application of fertilizer, mowing, and the removal of underbrush, stumps, trash or debris, and trees of less than two (2) inches in diameter. The area encumbered by this easement shall be limited to the portion of the Common Areas and such Vacant Single Family Lots and unimproved portion of Living Unit Lots within twenty (20) feet of those boundary lines of the Common Areas and such Vacant Single Family Lots and Living Unit Lots which are adjacent to such fairways or greens or adjacent to lakes, ponds, or other bodies of water abutting the Golf Course; provided, however, that the entire Vacant Single Family Lot and all unimproved portions of such Living Unit Lot shall be subject to such easement until the landscaping plan for such lot has been approved and implemented pursuant to Article VIII hereof.

(d) Entry by Golfers. Each Vacant Single Family Lot and Living Unit Lot and any portion of the Common Areas which are adjacent to the Golf Course shall be subject to the right and easement on the part of Golf Course players and their caddies to enter upon the Vacant Single Family Lot and the unimproved portion of any Living Unit Lot, or Common Area which is within ten (10) feet of the Golf Course to remove a golf ball, subject to the official rules of the Golf Course, and any such entering shall not be deemed to be a trespass. Golf Course players or their caddies shall not be entitled to enter on any such Vacant Single Family Lot or Living Unit Lot, or portions of the Common Areas with a golf cart or other vehicle, nor to spend an unreasonable amount of time on any such Vacant Single Family Lot or Living Unit Lot, or the Common Area, or in any way commit a nuisance while on any such property.

(e) Landscaping Plan Approval. In addition to the provisions of Article VIII hereof, the landscaping plan for any Vacant Single Family Lots and Living Unit Lots and the portions of the Common Areas adjacent to any portion

of the Golf Course shall, for that portion of such Vacant Single Family Lots and Living Unit Lots, or Common Areas which is within twenty (20) feet of the Golf Course, be in general conformity with the overall landscaping plan of the Golf Course, and shall be subject to Golf Course Property Owner's prior right of approval, which approval shall not be unreasonably withheld or delayed. To promote a suitable and attractive open space atmosphere, no fence, wall, shrubbery, building, or other structure will be permitted within said twenty (20) foot portion of those Vacant Single Family Lots and Living Unit Lots, or portions of the Common Areas which are adjacent to the Golf Course, without the prior written approval of the Architectural Review Board and the Golf Course Property Owner. There is hereby reserved over and across said twenty (20) foot portion of said Vacant Single Family Lots and Living Unit Lots, and the Common Areas the right and easement of light, air, and view for the benefit of the adjacent Golf Course.

(f) Water and Sanitary Sewer Tie-ins. The Golf Course Property Owner shall have the right to tie restrooms, snack shops and other facilities situated or to be situated on the Golf Course Property into the waterlines and/or sanitary sewer lines situated on the Property so long as: (i) such tie-ins are made in accordance with the requirements of the City or other governmental authority or utility company having jurisdiction; (ii) such tie-ins do not overburden the water and/or sanitary sewer lines; (iii) such tie-ins are at the expense of the Golf Course Property Owner; (iv) such tie-ins shall not materially impair or interfere with any Living Units; (v) the lines installed by the Golf Course Property Owner through the Property are maintained by the Golf Course Property Owner; and (vi) any areas disturbed by such tie-ins and the repair and maintenance thereof are restored to substantially the condition in which they were found.

Section 3.8 - Cross-Easements

The right is hereby reserved by the Declarant to grant cross-easements for: (a) the creation and/or preservation of lakes and ponds which may lie in part on the Golf Course Property and/or in part on the Property; and (b) for any utilities or other facilities that will serve both the Golf Course Property and the Property or either of said properties.

Section 3.9 - Easements for Community Signs

Easements are created over the Common Areas to install, maintain, repair, replace and illuminate signs that are for the general benefit of the Property or for the identification of the Master Association Roads, the Neighborhoods, and the Golf Club. The type, size and location of the signs shall be subject to the approval of the Architectural Review Board and Golf Course Property Owner if such signs affect the Golf Club.

Section 3.10 - Easement to Maintain Sales Offices, Models, etc.

Notwithstanding any provisions contained in this Master Declaration to the contrary, so long as construction and sale of Living Units and the sale of memberships in the Golf Club shall continue, it shall be expressly permissible for Declarant and/or a Developer authorized in writing by Declarant to maintain

and carry on upon portions of the Common Areas such facilities and activities as, in the sole opinion of Declarant and/or such Developer, may be reasonably required, convenient, or incidental to the construction or sale of Living Units and memberships in the Golf Club, including, but not limited to, administrative/customer services, construction offices/trailers, parking signs, identification signs, model units, and sales and resales offices, and the Declarant, its guests, licensees and invitees shall have an easement for access to all such facilities. The right to maintain and carry on such facilities and activities shall specifically include the right to use Living Units owned by the Declarant and/or such Developer, as models and sales offices. Declarant further reserves the right for itself and its successors, assigns, contractors, material suppliers and others performing work and furnishing materials to construct Living Units and other improvements upon the Property to conduct business and carry on construction/site development activities during business hours that are customary within the Greater Cleveland area. This Section may not be amended or modified without the express written consent of the Declarant.

Section 3.11 - Maintenance Easement

There is hereby reserved for the benefit of the Master Association and its agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement to enter upon any Vacant Single Family Lot and upon the unimproved portions of Living Unit Lots for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash and debris in order to maintain reasonable standards of health, fire safety, and appearance within the Property, provided that such easements shall not impose any duty or obligation upon Declarant or the Master Association to perform any such actions; and provided, further, that in the exercise of its rights hereunder the Master Association shall be entitled to be reimbursed by such Owner pursuant to Article VII hereof.

Section 3.12 - Environmental Easement

There is hereby reserved for the benefit of Declarant, the Master Association, the Golf Course Property Owner and their respective agents, employees, successors, and assigns, an alienable, transferrable, and perpetual right and easement on, over, and across all Vacant Single Family Lots and all unbuilt portions of Living Unit Lots for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, and procedures from time to time promulgated or instituted by the Master Board, the Architectural Review Board, the Golf Course Property Owner or by any governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides and the right to maintain designated "wetland" areas.

Section 3.13 - Scope of Easements and Dedication of Roadways and Utilities

As the improvements to be located within the Property for the easement rights granted or reserved under Sections 3.1, 3.2, 3.7(f) and 3.8 are definable within specific areas, the Declarant or the Master Association (with the

Declarant's prior written consent so long as Declarant is a Class "B" Member) shall have the right (but not the obligation) to: (a) limit such easements to specific areas and purposes, and record a document or documents releasing the balance of the lands from the burden of such easements; and/or (b) record a plat or other document or documents setting forth the specific areas subjected to such easements; and/or (c) dedicate to public or private use specific areas (and the improvements contained therein) within the Property to meet the requirements of the City and other public authorities having jurisdiction over the same. The Declarant or the Master Association may exercise any of such rights without the necessity of obtaining the consent or approval of Owners and other Persons for whose benefit the easement rights are granted or reserved.

Section 3.14 - Easements To Run With the Lands

All easements and rights described herein are easements appurtenant to the Property (including the Living Units) and the Common Areas, shall run with said lands, perpetually and at all times shall inure to the benefit of and be binding upon the Declarant, its successors and assigns, and any Owner, Tenant, Occupant, purchaser, mortgagee or other Person having an interest in the Property, or any part or portion thereof and to the benefit of the Golf Course Property Owner with respect to those easements and rights specifically created herein for the benefit of the Golf Course Property Owner and the Golf Club. Reference to the easements and rights described in any part of this Master Declaration, in any deed of conveyance, lease, mortgage, trust deed, declaration for another type of residential association, or other evidence of obligation, shall be sufficient to grant such easements and rights to the respective grantees, lessees, mortgagees or trustees of such property, or any portion thereof, and to reserve to the grantor or lessor therein, their successors and assigns, as easements appurtenant to the remainder of the such properties, easements created by this Master Declaration for the benefit of any Owner, Tenant, Occupant, purchaser, mortgagee or other Person in respect to any portion of the Property as fully and completely as though such easements and rights were recited fully as set forth in their entirety in such document.

ARTICLE IV
OWNERSHIP AND OPERATION OF COMMON AREAS

Section 4.1 - Conveyances of Common Areas

Declarant may convey the Common Areas to the Master Association. Any such conveyance shall have priority over all liens and encumbrances whatsoever except the easements, covenants, restrictions and provisions of this Master Declaration; easements, covenants, restrictions, conditions and other similar matters of record; real estate taxes and assessments which are a lien, but are not due and payable at the time of said conveyance; and zoning and other ordinances, if any. Declarant shall cause such Common Areas to be released from any mortgage encumbering the same or shall cause the mortgagee of such areas to subordinate its mortgage on such areas in favor of this Master Declaration. The Master Association shall hold title to said parcels subject to the provisions of this Master Declaration. The Golf Course Property is not a Common Area.

VM 1116
PAGE 548

Section 4.2 - Use of Common Areas

Any Owner may delegate, in accordance with the Master Code of the Master Association and subject to reasonable rules, regulations, and limitations as may be adopted in accordance therewith, his or her right of enjoyment to the Common Areas to the members of his or her family, tenants, and social invitees and shall be deemed to have made a delegation of all such rights to the Occupants or Tenants of any leased Living Unit.

ARTICLE V
THE MASTER ASSOCIATION

Section 5.1 - Existence

The Master Association is an Ohio not-for-profit corporation.

Section 5.2 - Membership and Voting Rights

(a) Classes of Membership

The membership of the Master Association is and shall be divided into two (2) classes:

(1) Class "A" Membership. Each Owner of a Living Unit (including, without limitation, the Declarant or a Developer if the Declarant or a Developer is the record titleholder of a Living Unit) and each Vacant Single Family Lot Owner shall automatically be a Class "A" Member of the Master Association. The Class "A" Membership is appurtenant to the ownership of each Living Unit and each Vacant Single Family Lot and shall not be separable from the ownership of any Living Unit or Vacant Single Family Lot and shall be deemed to have been terminated with any voluntary or involuntary conveyance of any Living Unit or Vacant Single Family Lot, whether or not such membership is expressly referred to in the instrument effecting such conveyance, at which time the new Owner or other successor in interest shall immediately and automatically become a Member of the Master Association with all rights and responsibilities relative thereto. No Owner, whether one or more persons, shall have more than one membership per Living Unit owned.

(2) Class "B" Membership. The Declarant shall automatically be the sole Class "B" Member of the Master Association.

(b) Voting Rights

(1) Class "A" Member. Class "A" Members shall be entitled to one (1) equal vote for each Living Unit and each Vacant Single Family Lot in which they hold the interest required for membership under Section 5.2(a)(1) hereof; there shall be only one (1) vote for each Living Unit and for each Vacant Single Family Lot. Until there are two (2) or more Neighborhoods and the Subsequent Amendment creating any such Neighborhood provides for the establishment of Voting Members, the vote for each Living Unit and Vacant Single Family Lot shall be exercised by the Personal Vote of the Owner of each Living Unit and Vacant Single Family Lot. After the establishment of Voting Members, the

VOL 116
PAGE 549

vote of each Living Unit or Vacant Single Family Lot shall be exercised by the Voting Member representing the Neighborhood of which the Living Unit and Vacant Single Family Lot is a part, unless a Personal Vote is specified by this Master Declaration or the Master Code.

In any situation where a Member is entitled to exercise a Personal Vote and more than one (1) Person holds the interest in such Living Unit or Vacant Single Family Lot required for membership, the Personal Vote for such Living Unit or Vacant Single Family Lot shall be exercised as those Persons determine among themselves and advise the Secretary of the Master Association in writing prior to any meeting. In the absence of such advice, the vote of the Living Unit or the Vacant Single Family Lot shall be suspended if more than one (1) Person seeks to exercise it.

(2) Class "B" Member. The Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve actions taken under this Master Declaration and the Master Code, are specified elsewhere in the Master Declaration and the Master Code. The Class "B" Member shall be entitled to appoint a majority of the members of the Master Board during the Class "B" Control Period, as specified in Article III, Section 2 of the Master Code. After termination of the Class "B" Control Period, the Class "B" Member shall have a right to disapprove actions of the Master Board and any committee as provided in Article III, Section 3, of the Master Code. The Class "B" membership shall terminate and become converted to Class "A" membership in accordance with Article III, Section 2 of the Master Code.

(c) Neighborhoods. Living Units and Vacant Single Family Lots may be located within a Neighborhood designated by the Declarant or the Master Board in a Subsequent Amendment. No other Person shall have the right to designate a Neighborhood. The Living Units and Vacant Single Family Lots within a particular Neighborhood may be subject to additional covenants and/or the Owners of Living Units and Vacant Single Family Lot Owners within a particular Neighborhood may be members of another owners' association (the "Neighborhood Association") in addition to the Master Association, but no such Neighborhood Association shall be required except in the case of a condominium. Any Neighborhood which does not have a Neighborhood Association shall elect a Neighborhood Committee, as described in Article V, Section 3, of the Master Code, to represent the interests of Owners of Living Units and Vacant Single Family Lot Owners in such Neighborhoods.

Each Neighborhood Association or Neighborhood Committee, upon the affirmative vote, written consent, or any combination thereof, of a majority of Owners of Living Units and Vacant Single Family Lots within the Neighborhood, may request that the Master Association provide a higher level of service or special services for the benefit of Living Units in such Neighborhood, the cost of which shall be assessed against the benefited Living Units as a Neighborhood Assessment pursuant to Article IX of this Master Declaration.

If Voting Members are established by a Subsequent Amendment, the senior elected officer of each Neighborhood Association or the Neighborhood Committee shall serve as the Voting Member for such Neighborhood and shall cast all votes attributable to Living Units in the Neighborhood on all Master

Association matters requiring membership vote, unless otherwise specified in this Master Declaration or the Master Code. Notwithstanding the above, each Voting Member shall cast only one (1) equal vote for election of members to the Master Board.

Upon a petition signed by a majority of the Owners of Living Units in the Neighborhood, any Neighborhood Association or Neighborhood Committee may also apply to the Master Board to divide the property comprising the Neighborhood into two (2) or more Neighborhoods or to combine two (2) Neighborhoods into one (1) Neighborhood. Any such application shall be in writing and shall include a survey plat of the entire parcel which indicates the boundaries of the proposed Neighborhoods. A Neighborhood division requested by the Neighborhood shall automatically be deemed granted unless the Master Board denies such application in writing within thirty (30) days of its receipt thereof. The Master Board may deny an application in its sole discretion, including, without limitation, a determination that there is no reasonable basis for distinguishing between the areas proposed to be divided into separate Neighborhoods. All applications and copies of any denials shall be filed with the books and records of the Master Association and shall be maintained as long as this Master Declaration is in effect.

The creation of Voting Members pursuant to the provisions of this Subsection (c) shall not come into operation until there are two (2) or more Neighborhoods and the Subsequent Amendment creating any such Neighborhood provides for the establishment of Voting Members. Until then, to the extent a vote is required, the Class "A" Members shall, by Personal Vote, elect the Trustees of the Master Board and vote on the other matters provided for in this Master Declaration and in the Master Code.

Section 5.3 - Board and Officers of the Master Association

The Trustees of the Master Board and the Officers of the Master Association shall be elected as provided in the Master Code and shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, the Articles of Incorporation and Master Code, except as otherwise specifically provided.

Section 5.4 - Rights of the Master Association

Notwithstanding the rights and easements of enjoyment and use created in Article III of this Master Declaration, and in addition to any right the Master Association shall have pursuant to this Master Declaration or in law, the Master Association shall have the right:

(a) To borrow money from time to time for the purpose of improving the Common Areas, and may secure said financing with a mortgage or mortgages upon all or any portion of property owned by the Master Association in accordance with its Articles and Master Code and subject to the provisions of this Master Declaration.

(b) To take such steps as are reasonably necessary to protect the Common Areas from foreclosure.

(c) To convey the Common Areas or a portion thereof, to a successor; provided, however, that any such conveyance shall require the Personal Vote of a majority of the Class "A" Members and the vote of the Class "B" Member, and provided further that such successor shall agree, in writing, to be bound by the easements, covenants, restrictions and spirit of this Master Declaration.

(d) To enter or authorize its agents to enter on or upon the Property, or any part thereof, when necessary in connection with any maintenance, repair or construction for which the Master Association is responsible or has a right to maintain, repair or construct. Such entry shall be made with as little inconvenience to the Owner and Occupants thereof as practicable and any damage caused thereby shall be repaired by the Master Association.

(e) To grant or obtain or dedicate to public use easements and rights-of-way (i) for access and easements for the construction, extension, installation; maintenance or replacement of utility services and facilities, or (ii) to or from a public utility or governmental authority, and to or from any body or agency which has the power of eminent domain or condemnation over any portion of the Property.

ARTICLE VI
RESPONSIBILITIES OF THE MASTER ASSOCIATION

The Master Association shall have the exclusive duty to perform the following functions:

Section 6.1 - Maintenance of Areas of Common Responsibility, Including Roadways and Utilities

The Master Association shall maintain the Areas of Common Responsibility in a clean, safe, neat, healthy and workable condition, and in good repair, and shall promptly make all necessary repairs and replacements, structural and nonstructural, ordinary as well as extraordinary, subject only to the provisions of this Master Declaration. The Master Association shall provide equipment and supplies necessary for the maintenance (including landscape maintenance) and enjoyment of such property. All work performed by the Master Association under this Article shall be performed in a good and workmanlike manner. The following are included among such Areas of Common Responsibility:

(a) Entranceway Areas. To operate, and to maintain, repair and replace, any now-existing or hereafter-created entranceway area at or in the vicinity of any entrance to the Property from public or private roads, together with all associated landscaping and other related facilities such as gatehouses, gates, sprinkler systems, signs, lighting, traffic control devices, decorative or screening walls and fences, ponds and fountains and pumps, provided, however, that the Golf Course Property Owner (and not the Master Association) shall maintain the Club Entrances. The Master Association shall also pay or reimburse the Declarant for any real estate taxes assessed with respect to any such entranceway area and the improvements thereon, and if Declarant at any time requests, the Master Association shall (except the Club Entrances which shall be the responsibility of the Golf Course Property Owner),

VOL 1116
PAGE 552

unconditionally and for a nominal consideration of Ten Dollars (\$10.00), accept a deed to and hold title to such areas and the improvements thereon that are the Master Association's responsibility to maintain.

(b) Perimeter Fences and Walls. To maintain, repair and replace all fences, walls and gates situated at or near the perimeter of the Property, including, without limitation, any gates controlling access to the Property from public or private roads.

(c) Berms Along Public Roads. With respect to the berms (including berms within public right-of-ways) and landscaping thereon which are desired or required to be maintained adjacent to the perimeter of the Property to maintain such berms, and any landscaping on such portions of such berms, in good and attractive condition (including, without limitation, Block D of Barrington Subdivision No. 1). The Master Association shall also pay or promptly reimburse the Declarant for all real estate taxes, if any, assessed with respect to such berms, and if Declarant at any time requests, the Master Association shall, unconditionally and for a nominal consideration of Ten Dollars (\$10.00), accept a deed to and hold title to all or any portion of such berms.

(d) Roads and Median Strips. To accept and hold title to, unconditionally and for a nominal consideration of Ten Dollars (\$10.00), the Master Association Roads, and to maintain (including snow removal), repair and replace all such Master Association Roads, bridges, culverts and other crossings (as well as all signs and devices for the control of traffic within the rights of way of such Master Association Roads), and to pay all real estate taxes, if any, assessed with respect thereto. Further, to maintain in good and attractive condition all parts of any landscaping now or hereafter within the right-of-way of any Master Association Roads and any landscaping, signage or other improvements within any median strip now or hereafter within the right-of-way of any portion of any of the Master Association Roads. By acceptance of a deed to any Vacant Single Family Lot or Living Unit Lot, or by the acceptance of any other legal or equitable interest in any such lot, each and every Owner, mortgagee or other lien holder or party having a legal or equitable interest in a Vacant Single Family Lot or a Living Unit Lot does automatically and irrevocably name, constitute, appoint and confirm the Declarant or the Master Association as attorney-in-fact for the purpose of conveying to the Master Association the portion of the Vacant Single Family Lot or Living Unit Lot that is situated within any of the private roads shown on recorded subdivision plats. This power of attorney is irrevocable and coupled with an interest.

(e) Street Lighting. With respect to all parts (including, but not limited to, poles, standards, fixtures, transformers, wires, bulbs and cables) of any street lighting system which are now or hereafter installed by or at the direction of Declarant or the Master Association in the median strips of or in the rights-of-way of any portion of any of the Master Association Roads, to maintain the same in good order and condition, to make all replacements and renewals necessary to so maintain the same, and to operate and to pay all costs of operating the same, including, but not limited to, costs of electricity.

VOL 1116 PAGE 553

(f) Security. To provide such security for the Property as the Master Association may from time to time deem desirable, in such fashion as the Master Association may from time to time determine, including, but not limited to, if the Master Association shall deem the same desirable, the maintenance of guards, security gates and gatehouses at the Master Association Road entranceways to the Property and the use of roving patrols if deemed desirable by the Master Association. The Master Association will strive to maintain Barrington as a safe, secure residential environment. HOWEVER, NEITHER THE MASTER ASSOCIATION NOR THE DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR BY REASON OF THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS, TENANTS, GUESTS, AND INVITEES OF ANY OWNER, ACKNOWLEDGE THAT THE MASTER ASSOCIATION, THE MASTER BOARD, THE DECLARANT, AND ANY COMMITTEES ESTABLISHED HEREUNDER, ARE NOT INSURERS AND THAT EACH OWNER, TENANT, GUEST, AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, TO LIVING UNITS, AND TO THE CONTENTS OF LIVING UNITS AND FURTHER ACKNOWLEDGE THAT DECLARANT HAS MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, TENANT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN BY THE MASTER ASSOCIATION.

(g) Drainage System. To maintain all lakes, ponds, canals, piping, culverts, drains, and other facilities now or hereafter situated upon any portion of the Property which are intended for the collection, retention, detention, transmittal or disposal of storm-water (other than gutters, downspouts and other facilities attached to buildings), in clean and sanitary condition and in good order and repair and to make all replacements and renewals necessary to so maintain the same. The Golf Club Property Owner shall be responsible for maintenance of the portion of drainage facilities situated within the Golf Course Property and for any lakes and "wetland" areas (if any) that are situated in whole or in part within the Golf Club Property.

(h) Bikepaths/Jogging Paths. To maintain, repair or replace any bike-paths/jogging paths situated anywhere on the Property other than the golf cart paths on or for the benefit of the Golf Course Property.

(i) Common Areas. To maintain the Common Areas in good and attractive condition, for the use and enjoyment of Owners. The Master Association shall also pay or reimburse Declarant for any real estate taxes and assessments assessed with respect to any such Common Areas, and if the Declarant at any time requests, the Master Association shall, unconditionally and for a nominal consideration of Ten Dollars (\$10.00), accept a deed to and hold title to such areas. The obligations set forth in this subsection shall be deemed to run with and burden the party accepting any such deed and title to the Common Areas.

(j) Community Signs. To install, maintain, repair, replace and illuminate all signs located on any portion of the Property which are for the general benefit of the Property.

VOL 1116 PAGE 554

(k) Maintenance of Non-Master Association Property. The Master Association shall maintain property which it does not own, including, without limitation, property dedicated to the public, if the Master Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

(l) Right of Master Association to Contract with Golf Club. The Master Association is authorized to contract with the Golf Club for the maintenance of some or all of the Areas of Common Responsibility.

(m) Rubbish Removal. The Master Association may provide rubbish removal services, the cost of which services shall be a Common Expense.

(n) City Not Obligated. If the Master Association is dissolved or otherwise ceases to function, the City shall have the right, but not the obligation, to provide those municipal services to Living Units situated within Barrington that are provided by the City to homes situated on publicly dedicated streets. In no event, however, is the City obligated to provide such services (except for fire, police, ambulance and other emergency services that are provided by the City for all residents of the City) to the residents of Barrington, or to otherwise perform the functions of the Master Association under this Master Declaration.

Section 6.2 - Neighborhoods

The Master Association may, in the discretion of the Master Board, assume the maintenance responsibilities of a Neighborhood set out in this Master Declaration or in any Subsequent Amendment or declaration subsequently recorded which creates any Neighborhood Association upon all or any portion of the Property. In such event, all costs of such maintenance shall be assessed only against the Living Units within the Neighborhood to which the services are provided. This assumption of responsibility may take place either by contract or agreement or because, in the opinion of the Master Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard for the Property. The provision of services in accordance with this Section shall not constitute discrimination within a class.

Furthermore, upon resolution of the Master Board, each Neighborhood shall be responsible for paying, through Neighborhood Assessments, costs of maintenance of certain portions of the Area of Common Responsibility within or adjacent to such Neighborhood, which may include, without limitation, special amenities and services within the Neighborhood, the costs of maintenance of any right-of-way and greenspace between the Neighborhood and adjacent public roads, private streets within the Neighborhood, and lakes or ponds within the Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Master Association.

Any Neighborhood Association having responsibility for maintenance of all or any portion of the property within a particular Neighborhood pursuant to a declaration of covenants affecting the Neighborhood shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If any such Neighborhood Association fails to perform its maintenance responsibility as required herein and in any additional declaration, the Master Association may perform it and assess the costs against all Living Units within such Neighborhood as provided in Article VII, Section 7.22 of this Master Declaration.

Section 6.3 - Taxes and Assessments

The Master Association shall pay all taxes and assessments levied against portions of the Property owned by the Master Association and levied against the Areas of Common Responsibility, including, without limitation, personal property taxes, general real estate taxes and special assessments certified by the applicable public authority.

Section 6.4 - Utilities

(a) The Master Association shall pay all charges for water, gas, sewer, electricity, light, heat or power, telephone and other services used, rented or supplied to or in connection with any property owned and/or operated by the Master Association. All such utility services shall be contracted for, metered and billed by and through the Master Association.

(b) The Master Association shall further pay all charges for maintenance and repair of any water or sewer plant or sewer lift station owned and/or operated by the Master Association.

Section 6.5 - Insurance

(a). Insurance. The Master Board, or the Master Association's duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements on the Common Areas against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

The Master Board shall also obtain a public liability policy covering the Common Areas, the Master Association and its Members for all damage or injury attributable to any acts or omissions of the Master Association or any of its Members or agents. The public liability policy shall have a limit of at least Three Million Dollars (\$3,000,000.00) for bodily injury (including death) and property damage.

Premiums for all insurance on the Common Areas shall be a Common Expense of the Master Association. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total loss or damage.

The cost of insurance coverage obtained by the Master Association shall be included in the Master Assessments. The cost of insurance coverage for insurance on Exclusive Common Areas may be included in the Neighborhood Assessment of the Neighborhood benefited thereby.

All such insurance coverage obtained by the Board shall be written in the name of the Master Association as trustee for the respective benefited parties, as further identified in (ii) below. Such insurance shall be governed by the provisions hereinafter set forth:

(i) All policies shall be written with a company licensed to do business in Ohio and holding a rating of B/VI or better in the Financial Category as established by A. M. Best Company, Inc. if reasonably available, or, if not available, the most nearly equivalent rating.

(ii) All policies on the Common Areas shall be for the benefit of the Owners and their mortgagees as their interests may appear. All policies secured at the request of a Neighborhood shall be for the benefit of the Neighborhood Association, if any, the Owners within the Neighborhood and their mortgagees, as their interests may appear.

(iii) Exclusive authority to adjust losses under policies obtained by the Master Association shall be vested in the Master Board; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(iv) In no event shall the insurance coverage obtained and maintained by the Master Board hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their mortgagees.

(v) All casualty insurance policies shall have an "inflation guard" endorsement, if reasonably available, and an "agreed amount" endorsement if reasonably available with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Greater Cleveland area.

(vi) The Master Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(A) a waiver of subrogation by the insurer as to any claims against the Master Board, its manager (if any), the Owners, and their respective tenants, servants, agents, and guests;

(B) a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;

(C) that no policy may be cancelled, invalidated, or suspended on account of the conduct of any Master Board member, officer, or employee of the Master Association or its duly authorized manager without prior demand in writing delivered to the Master Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Master Association, its manager, any Owner, or mortgagee;

(D) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration;

VOL 11110 PAGE 001

(E) that no policy may be cancelled or substantially modified without at least thirty (30) days' prior written notice to the Master Association; and

(F) directors (trustees) and officers liability coverage, if reasonably available.

In addition to the other insurance required by this Section, the Master Board shall obtain, if and to the extent necessary, as a Common Expense, worker's compensation insurance, and a fidelity bond or bonds on Board Members, officers, employees, and other persons handling or responsible for the Master Association's funds. The amount of fidelity coverage shall be determined in the Master Board's best business judgment, but may not be less than three (3) months' assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Master Association.

(b) Individual Insurance By virtue of taking title to a Living Unit subject to the terms of this Master Declaration, each Owner covenants and agrees with all other Owners and with the Master Association that each individual Owner shall carry blanket all-risk casualty insurance on the Living Units (other than Living Units in a condominium development) and structures constructed thereon. Each individual Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the individual Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the individual Owner determines not to rebuild or to reconstruct, the individual Owner shall clear the Living Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. A Neighborhood Association may impose more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Living Unit and the standard for returning the site of the Living Unit to its natural state in the event the Owner decides not to rebuild or reconstruct.

(c) Disbursement of Proceeds of insurance policies shall be disbursed as follows:

(i) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Areas or, in the event no repair or reconstruction is made, after making such settlement, shall be retained by and for the benefit of the Master Association and placed in a capital improvements account.

(ii) If it is determined, as provided for in Subsection (a) of this Section, that the damage or destruction to the Common Areas for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Subsection (c)(i) above.

(d) Damage and Destruction

(i) Immediately after the damage or destruction by fire or other casualty to property covered by insurance written in the name of the Master Association, the Board, or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damage or destruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the damaged or destroyed property to substantially the same condition in which it existed prior to the fire or other casualty.

(ii) Any damage or destruction to the Common Areas shall be repaired or reconstructed unless the Class "B" Member and at least seventy-five percent (75%) of the Class "A" Members by Personal Vote shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Master Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Areas so damaged or destroyed shall be repaired or reconstructed. Notwithstanding the foregoing, damage or destruction to any utility, including any water or sewer plant or sewage lift station, or other utility serving the Property shall, in any event, be repaired and/or reconstructed by the Master Association.

(iii) In the event that it should be determined by the Master Association in the manner described above that the damage or destruction of the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event such property shall be restored to its natural state and maintained as an undeveloped portion of the Common Areas by the Master Association in a neat and attractive condition.

(e) Repair and Reconstruction If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Master Board shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in proportion to the number of Living Units owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

vw 1116 pag 559

Section 6.6 - Management

The Master Association shall provide the management and supervision for the operation of the Areas of Common Responsibility. The Master Association shall establish and maintain such policies, programs and procedures to fully implement this Master Declaration for the purposes intended and for the benefit of the Members and may, but shall not be required to:

(a) Adopt Rules;

(b) Engage employees and agents, including without limitation, security personnel, attorneys, accountants and consultants, maintenance firms and contractors;

(c) Delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company. Such delegation may be evidenced by a management contract which shall provide for the duties to be performed by the managing agent and for the payment to the managing agent of a reasonable compensation. Upon the expiration of each management agreement, the Master Association may renew said management agreement or enter into a different agreement with the same or a different managing agent, provided that no management agreement or renewal thereof shall be for a period longer than three (3) years, and provided, further, that the Master Board may designate a different managing agent with whom the Master Association shall enter into an agreement after the end of the then existing management agreement; and

(d) The management agreement may be with an entity owned by or associated with Original Declarant or owned by, associated with, controlled or employed by any partner, shareholder, officer, director, agent or employee of Original Declarant, and may be for a period of time not to exceed three (3) years, in Original Declarant's sole discretion.

Section 6.7 - Upgrading

The Master Association shall continuously attempt to upgrade the Areas of Common Responsibility for the good and welfare of all of its Members. In so doing the Master Association is authorized to expend reasonable sums of money for such purpose and intent, subject to the provisions of this Master Declaration and reasonable monetary considerations.

Section 6.8 - Enforcement

The Master Association shall take all actions reasonably necessary under the circumstances to enforce the covenants and restrictions set forth in Article VII hereof.

Section 6.9 - Disputes Between Neighborhoods

The Master Association shall have the right (but not the obligation) to mediate or arbitrate disputes between Neighborhoods, provided, however, no members of the Neighborhood involved in such disputes shall mediate or arbi-

VOL 1116
PAGE 560

trate the same on behalf of the Master Association. Any fees, costs and expenses incurred by such mediation or arbitration shall be payable equally by the Neighborhoods involved in such disputes.

Section 6.10 - Rules and Regulations

The Master Association, through the Master Board, may make and enforce reasonable rules and regulations governing the Areas of Common Responsibility, which rules and regulations shall be consistent with the rights and duties established by this Master Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote. The Master Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Master Code of the Master Association. An Owner shall be subject to the foregoing sanctions in the event of a violation by such Owner, his family, guests, Tenants or by his co-Owners or the family, guests or Tenants of such co-Owners. Furthermore, the Master Association, through the Master Board, may, by contract or other agreement, enforce City ordinances or permit the City or other governmental authority having jurisdiction to enforce ordinances on the Property for the benefit of the Master Association and its Members.

Section 6.11 - General

The Master Association shall perform and carry out all other duties and acts reasonably necessary to give effect to and implement the intent of the provisions of this Master Declaration.

Section 6.12 - Original Declarant's Rights

During the Class "B" Control Period, the Original Declarant shall exercise all or any of the powers, rights, duties and functions of the Master Association, including, without limitation, the right to levy special assessments as authorized herein, the right to enter into a management contract, the right to obtain insurance under Original Declarant's blanket policy (if any), the right to perform each duty and obligation of the Master Association set forth herein, the right to collect assessments and disburse all funds of the Master Association, and the right to have a lien (and to foreclose said lien) on a Living Unit and on a Vacant Single Family Lot for unpaid assessments in the manner and to the extent granted to the Master Association as herein provided.

ARTICLE VII COVENANTS AND RESTRICTIONS

The intent of this Master Declaration is to cause the Property to be kept and maintained as a high quality development. Therefore, the covenants and restrictions provided in this Article shall be applicable to the Owners, Land Contract Vendees, Lessees, Tenants and Occupants of the Property. The following Covenants and Restrictions shall be broadly construed and interpreted in furtherance of this intent. Any Subsequent Amendment, declaration or other document for any Neighborhood may impose stricter standards than those

contained in this Article so long as such standards do not conflict with Community-Wide Standards. The Master Association, acting through its Board, shall have standing and the power to enforce such standards.

The Master Association, acting through the Master Board, shall have authority to make and to enforce standards and restrictions governing the use of the Property in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. This authority shall include, without limitation, the power to regulate the speed and flow of traffic on private roads within the Property. Such regulations and use restrictions shall be binding upon all Owners, Land Contract Vendees, Lessees, Tenants and Occupants.

Section 7.1 - Covenant of Good Maintenance

Each Owner, the Master Association and a Neighborhood, as the case may be, shall keep and maintain the property owned, leased to or controlled by or in the possession of such person and all improvements, buildings and structures therein or thereon, in a clean and safe condition and in good order and repair, including but not limited to the seeding, watering and mowing of all lawns; the pruning of trees, shrubbery and grass, the painting (or other appropriate external care) of all buildings, structures and other improvements located thereon, and the absence of conditions constituting violations of applicable building, fire and health codes and the Master Declaration, all in a manner and with such frequency as is consistent with good property management. As provided in Section 7.22 hereof, each Owner or Neighborhood shall be obligated to pay the costs incurred by the Master Association for repairing, replacing, maintaining or cleaning any item which is the responsibility of such Owner or Neighborhood, but which responsibility such Owner or Neighborhood fails or refuses to discharge.

Section 7.2 - Trailers

No temporary buildings, trailer, recreation vehicle, garage, tent, shack, barn, or any similar structure shall be used, temporarily or permanently, as a residence on any part of the Property at any time.

Section 7.3 - Fences, Walls and Hedges

Fences, walls, trees, hedges, and shrub plantings shall be maintained in a sightly and attractive manner, and shall not obstruct the right-of-way sight lines for vehicular traffic. Fences, walls of any kind and landscaping of any kind shall not be erected, begun or permitted to remain upon any portion of the Property unless approved by the Architectural Review Board or unless originally constructed by Declarant. The provisions of this Section are subject and subordinate to the provisions of Section 3.7 of the Master Declaration.

Section 7.4 - Nuisance

No noxious or any activity constituting an unreasonable source of discomfort or annoyance shall be carried on upon any portion of the Property (including the Living Units situated thereon), nor shall anything be done

Vol. 1116
Page 562

thereon that may be or become a nuisance or annoyance to other Owners. The Master Board shall have absolute power to determine what is "reasonable" and what is "unreasonable" under this Section.

Section 7.5 - Animals

No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any portion of the Property (including the Living Units situated thereon) without the approval of the Master Board, except that dogs, cats, birds and other customary household pets approved by the Master Board may be kept, subject to Rules adopted by the Master Board, provided that they are not kept, bred or maintained for any commercial purpose and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or annoyance shall be permanently removed from the Property upon three days' written notice from the Master Board. Dogs shall at all times whenever they are outside a Living Unit be confined on a leash held by a responsible person. The Rules may limit the number of pets which may be kept in any one Living Unit. The Master Board shall have absolute power to prohibit a pet from being kept on the Property or within a Living Unit if the Master Board finds a violation of this Section. Additional covenants affecting the property within a Neighborhood may impose more stringent restrictions on animals.

Section 7.6 - Signs

No sign or other advertising device of any nature shall be placed upon any portion of the Property except for signs and advertising devices installed by or at the direction of the Architectural Review Board, or which the Architectural Review Board approves as to color, location, nature, size and similar characteristics. "For Rent", "For Sale" and security system identification signs are prohibited, except decals on windows. Notwithstanding the foregoing, the restrictions of this Section 7.6 shall not apply to Declarant.

Section 7.7 - Storage of Material and Trash Handling

No lumber, metals, bulk material, refuse or trash shall be burned, whether in indoor incinerators or otherwise (excluding the burning of firewood in a fireplace), kept, stored or allowed to accumulate on any portion of the Property, except normal residential accumulation pending pick-up and except building materials during the course of construction or reconstruction of any approved building or structure, except firewood may be stored within Living Units, on patio areas or other areas designated by the Master Board. If trash or other refuse is to be disposed of by being picked up and carried away on a regular recurring basis, containers may be placed in the open on any day that a pick-up is to be made, thereby providing access to persons making such pick-up. At all other times such containers shall be stored in such manner that they cannot be seen from adjacent and surrounding property. No dumping of rubbish shall be permitted on any portion of the Property. Anything herein to the contrary notwithstanding, the Master Association or the Master Board may adopt a Rule or Rules which permit burning, incineration or storage of refuse or trash if the same becomes reasonably necessary for the safety, health or welfare of the Occupants, and is permitted by law.

VOL 1110 PAGE 003

Section 7.8 - Commercial or Professional Uses

Except as expressly permitted in this Master Declaration, or by Rules adopted in accordance with this Master Declaration, no industry, business, trade or full-time occupation or profession of any kind, commercial, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property; provided, however, an Occupant may use a portion of his or her Living Unit for his office or studio, so long as the activities therein shall not interfere with the quiet enjoyment or comfort of any other Occupant and that such use does not result in the Living Unit becoming principally an office, school or studio as distinct from a Living Unit. Furthermore, no trade or business may be conducted in or from any Living Unit without the written approval of the Master Board (or Covenants Committee referred to in the Master Code) first obtained. Such approval may be granted so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Living Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property except by appointment only; (d) the business activity does not involve door-to-door solicitation of Occupants of the Property; and (e) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Master Board (or Covenants Committee). The Master Board may adopt Rules which intensify, relax or amend the prohibitions of this Article. Nothing in this Section shall preclude the leasing of a Living Unit by the Declarant or an Owner; the right of the Declarant or the Master Board (or a firm or agent employed by the Declarant or Master Board) to approve commercial activities such as charity events, sporting events requiring admission, temporary food and beverage operations and brokerage offices for sales of Vacant Single Family Lots and for new sales of Living Units and resales of Living Units; and the right of the Declarant to create a day care center or limited care facility within the Property.

Section 7.9 - Storage of Vehicles and Machinery; No Parking on Master Association Roads

No truck (except a two-axle truck with no more than four tires), camper, camper trailer, recreation vehicle, boat, boat trailer, all terrain vehicle, airplane, snowmobile, commercial vehicle, van, mobile home, tractor, bus, farm equipment, off-road vehicles or other vehicle of any kind, licensed or unlicensed, shall be stored on any driveway or other area in or upon the Property, except in the confines of garages, maintenance buildings or parking areas approved by the Architectural Review Board. No machinery of any kind shall be placed or operated upon any portion of the Property except such machinery which is customarily required for the maintenance of the Property, related improvements, lawns and landscaping. Such permitted machinery shall be stored in garages and maintenance buildings approved by the Architectural Review Board. Furthermore, there shall be no parking of motor vehicles on the

VOL. 1116
PAGE 564

Master Association Roads, except that the Declarant and/or the Master Board may designate certain on-street parking areas for visitors or guests subject to reasonable rules and regulations.

Section 7.10 - Firearms; Preservation of Wildlife

Firearms, ammunition and explosives of every kind shall not be discharged nor shall any traps or snares be set, nor shall any fishing, hunting or poisoning of wildlife of any kind be permitted in or upon the Property, except for rodent control, and the control of such other animals as constitute a nuisance or cause damage to the Property or Golf Course Property, or except with the prior written approval of the Master Board.

Section 7.11 - Control of Trucks, Commercial Vehicles

No tractor trailers, commercial tractors, commercial vehicles, road machinery or excavating equipment shall be permitted to remain on any portion of the Property or on the public right-of-way adjoining any portion of the Property for any period of time whatsoever, except while making deliveries or performing services thereon and except as necessary for the construction, reconstruction or repair of buildings or structures on the Property.

Section 7.12 - Traffic Regulations; Golf Carts

All vehicular traffic on the Master Association Roads shall be subject to the provisions of the laws of the State of Ohio, County of Portage, and the City concerning operation of motor vehicles on public streets. The Master Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic on the Master Association Roads, including reasonable safety measures and speed limits. The Master Association shall be entitled to enforce the same by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. In the event of a conflict between such provisions of the laws of the State of Ohio, County of Portage or the City, and such rules and regulations promulgated by the Master Association, the more restrictive rules and regulations shall govern. Only drivers licensed to operate motor vehicles by the State of Ohio or by any other state in the United States may operate any type of motor vehicle within the Property. In order to operate a golf cart within the Property, the owners or users thereof shall have complied with any regulations and requirements for the operation thereof as may be required by the Master Association and the Golf Club Property. All vehicles of any kind and nature which are operated on the Master Association Roads shall be operated in a careful, prudent, safe, and quiet manner. Golf carts may be operated on the bikepaths/jogging paths.

Section 7.13 - Poles, Wires and Antennae

Subject to applicable easement rights, no facilities, including poles and wires, for the transmission of electricity, telephone messages, ham radio messages and the like shall be placed or maintained above the surface of the

ground in any portion of the Property without the prior approval of the Architectural Review Board. This provision shall not apply for temporary facilities for the construction or repair of any building or other structure.

Section 7.14 - Exterior Appearance, Window Treatment and Lights in Exteriors of Residences

The exterior of any building or structure in the Property shall not be altered, modified, changed or redecorated in such a way as to change the appearance or decor of the structure, nor shall any of the landscaping appurtenant to such building or structure be materially changed without the express written authorization of the Architectural Review Board. The type and location of mailboxes shall be prescribed by the Architectural Review Board. The provisions of this paragraph are subject to the provisions of Section 8.2 of this Master Declaration.

No curtains, drapes, shades or blinds shall be displayed in or from any window or glass door of a Living Unit without the prior approval of the Architectural Review Board unless the part hereof within view from the exterior of the Living Unit is white, near white or beige in color.

For the purpose of providing security, each Owner of a Living Unit shall provide one (1) light of a kind designated by the Architectural Review Board which shall automatically go on at dusk and remain on until dawn. Each Owner shall keep and maintain said light in good condition and repair and shall replace any burnt out bulbs promptly as required.

Section 7.15 - Grading

No Person shall change the grade on any portion of the Property without first obtaining the consent of the Architectural Review Board.

Section 7.16 - Drainage Ditches

No Person shall interfere with the free flow of water through any drainage ditches or storm sewers within the Property. The City or other governmental authority having jurisdiction and the Golf Course Property Owner shall have the right to enter upon the Common Areas of the Property to repair and maintain all storm, drainage, courses, ditches, structures and appurtenances, including, without limitation, the lake(s) within the Property, for the purpose of relieving any flooding condition or threatened flooding condition which might be harmful to the Golf Course Property and to other property within the City.

Section 7.17 - Resubdivision of Lots

No subplot shall be subdivided or its boundary lines changed except with the proper written approval of the Master Board or except as expressly authorized herein. Declarant, however, hereby expressly reserves the right to replat any lot or lots owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 7.18 - Golf Course Property

Owners of Living Units and Vacant Single Family Lots adjacent to the Golf Course Property, as well as their families, tenants, guests, invitees and pets, shall be obligated to refrain from any actions which would distract from the playing qualities of the Golf Course located on the Golf Course Property. Such prohibited activities shall include, but not be limited to, burning materials where the smoke will cross the Golf Course, maintenance of dogs or other pets under conditions which interfere with Golf Course play due to their loud barking or other actions, playing of loud radios, televisions, stereos, or musical instruments, running or walking on the Golf Course, picking up balls, or similar interference with play.

Section 7.19 - Use of Golf Course Property

Memberships authorizing use of the Golf Course Property are being offered by the Golf Club in accordance with the Plan for the Offering of Memberships in Barrington Golf Club, Inc. (the "Membership Plan"), as it may be amended from time to time. Use of the Golf Course Property is only available to members, guests and invitees of the Golf Club. Owners and other persons who do not own property in Barrington may apply for membership in the Golf Club in accordance with the terms and conditions of the Membership Plan. Ownership of a Living Unit or other property within Barrington and membership in the Master Association does not give to any Owner any vested right or easement, prescriptive or otherwise, to enter or use the Golf Course Property and does not grant any ownership or membership interest in the Golf Club or Golf Course Property.

Section 7.20 - Lakes, Water Bodies and Wetlands

All lakes, ponds, and streams within the Property, if any, shall be aesthetic amenities only, and no other use thereof, including, without limitation, swimming, motorized boating, playing, or use of personal flotation devices, shall be permitted. No piers or docks shall be constructed on any portion of lakes, streams or ponds, nor attached to the shoreline of banks thereof. This Section shall not apply to prohibit use by the Golf Club of lakes, ponds, or streams within the Golf Club for irrigation of the Golf Course Property. Neither the Master Association nor the Golf Club shall be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Property. Nothing shall be done which disturbs or potentially disturbs designated "wetlands" within the Property in any manner unless permits are obtained from the governmental authorities having jurisdiction over "wetlands". No dredging or filling shall be undertaken on any property adjacent to any water body without the prior written consent of the Master Board or Golf Course Property Owner.

VOL 1116
PAGE 567

Section 7.21 - Use of the Name "Barrington"

No Person shall use the word "Barrington" or any derivative thereof in any printed or promotional material without the prior written consent of Declarant. However, Owners may use the name "Barrington" in printed and promotional material where such word is used solely to specify that particular property is located within Barrington.

Section 7.22 - Waiver of Subrogation

Each Person as a condition of accepting title and/or possession of a Living Unit and the Master Association agree for themselves, and their respective successors, heirs, executors, administrators, personal representatives, assigns, and lessees, provided said agreement does not invalidate or prejudice any policy of insurance, that in the event that any building, structure or improvement within the Property or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance, the rights, if any, of any of them against the other, or against the employees, agents, licensees or invitees of any of them with respect to such damage or destruction and with respect to any loss resulting therefrom are hereby waived.

Section 7.23 - Violation of This Article

If any Person required to comply with the foregoing Covenants and Restrictions is in violation of any one of same, including, but not by way of limitation, design review criteria or standards established by the Architectural Review Board, the Declarant (as long as the Declarant is a Class "B" Member of the Master Association) or the Master Board and/or the Architectural Review Board shall have the right to give written notice to such Person to terminate, remove or extinguish such violation. Such notice shall expressly set forth the facts constituting such violation.

Except in the case of an emergency situation, the violating party shall have fifteen (15) days after written notice of the violation to take reasonable action to cause the removal, alleviation or termination of same. In the case of an emergency situation, or in the case of the failure of the violating party to comply with the provisions hereof after notice, the Declarant and/or the Master Association shall have the right, through their respective agents and employees, to enter upon the land where the violation exists and to summarily terminate, remove or extinguish the violation. In addition to the foregoing, the Declarant and/or the Master Association shall have the right to obtain an injunction from any Court having jurisdiction for the cessation of such violation or attempted violation of this Article. The rights and remedies of the Master Association and Declarant contained in this Article shall be nonexclusive and in addition to any other right or remedy available at law or in equity, including a claim or action for specific performance and/or money damages (including punitive damages), together with attorney's fees and other costs of such actions. Furthermore, the failure or neglect to enforce any term, covenant, condition, restriction, right or procedure herein shall in no event and under no circumstances be construed, deemed or held to be a waiver with respect to any subsequent breach or violation thereof. Subject to the

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provisions of the Section of the Master Code entitled, "Hearing Procedure", a Person in violation of this Article VII shall be obligated to the Master Association and/or Declarant for money damages and for the full amount of all costs and expenses, including attorneys' and paralegals' fees, incurred to remedy any such violation. If said amounts are not paid within ten (10) calendar days following said notification, then said amount shall be deemed "delinquent", and shall, upon perfection as provided in Section 9.5, become a continuing lien upon the portion of the Property owned or occupied by such Person(s) and a personal obligation of the Person(s) violating this Article. In addition, the Owner of any portion of the Property shall be liable jointly and severally for any obligations of any Occupant of such Owner's property.

Section 7.24 - Restrictions of Other Documents

Nothing contained in these Restrictions shall preclude the imposition of more stringent restrictions imposed elsewhere in this Master Declaration, restrictions in a Neighborhood, restrictions imposed on sublots within subdivisions, restrictions imposed in deeds conveying the Property or portions thereof and restrictions imposed by the Architectural Review Board so long as such restrictions are not inconsistent with Community-Wide Standards created by this Master Association or adopted by the Master Board.

Section 7.25 - Certificate of Compliance with Restrictions

Upon the conveyance of a Living Unit or an interest therein, the grantor shall have the right to request the Master Association to issue a Certificate of Compliance stating that it has no record of a violation of this Article. A Certificate of Compliance may be relied upon by all persons for all purposes. Neither the Master Board, nor such officer or agent shall have any liability to the grantor, grantee or mortgagee of a Living Unit or to others if the Certificate of Compliance issued hereunder is not correct. The Master Association may require the advance payment of a processing fee in the amount established by the Master Association for the issuance of the Certificate of Compliance.

ARTICLE VIII ARCHITECTURAL REVIEW BOARD

Section 8.1 - Structure of Architectural Review Board

The Architectural Review Board (sometimes referred to as the "ARB") shall be composed of up to five (5) natural persons (but not less than three [3] natural persons) who need not be Members of the Master Association or Occupants. It is recommended, but not required, that one (1) member of the ARB be an architect. The size of the ARB and the persons who shall serve on the ARB shall be designated from time to time by (a) Declarant for so long as the Declarant is a Class "B" Member of the Master Association (unless Declarant shall sooner notify the Board in writing that Declarant has waived its rights under this subsection) and (b) the Board of the Master Association thereafter. The regular term of office for each member of the ARB shall be one (1) year, coinciding with the fiscal year of the Master Association. A member of the ARB may be removed with or without cause by the Declarant or the Master Board, as the case may be, by written notice to such appointee, and a successor or suc-

VOL 1116 PAGE 569

cessors appointed to fill such vacancy shall serve the remainder of the term of the former member. The ARB shall elect a chairman and he or she, or in his or her absence, the vice chairman, shall preside at the meetings of the ARB. The affirmative vote of a majority of the members of the ARB shall be required in order to adopt or promulgate any Rule or to issue any permit, authorization or approval pursuant to this Article. The ARB is authorized to retain the services of consulting architects, landscape architects, engineers, inspectors and/or attorneys in order to advise and assist the ARB in performing its functions set forth herein.

Section 8.2 - Approval of Plans

(a) Architectural Approval. No building or structure shall be commenced, erected, placed, moved onto or permitted to remain on the Property nor shall any building or structure be altered, modified or changed in any way which changes the exterior or the appearance thereof, nor shall any new use be commenced or made on the Property or any part thereof unless an application, plans and specifications for the proposed construction, installation or change, including the description of any proposed new use thereof, shall have been submitted to and approved in writing by the ARB. Furthermore, following approval of any plans and specifications by the ARB, representatives of the ARB shall have the right at reasonable hours to enter upon the building site and inspect the improvements with respect to which construction is underway to determine whether or not the previously approved plans and specifications are being complied with.

(b) Landscaping Approval. No landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented, installed or altered by any Developer or Owner, other than Declarant, unless and until the plans therefor have been submitted to and approved in writing by the ARB. Such plans shall include a calculation of the ratio of the area to be covered by grass lawns versus the area to be left in a natural state, and the ARB shall be entitled to promulgate standards with respect to such ratios. In addition, the landscaping plan for any area adjacent to the Golf Course Property shall be subject to the rights of the Golf Course Property Owner set forth in Section 3.7 hereof. Furthermore, no hedge or shrubbery planting or tree which obstructs sight-lines of any Master Association Road shall be placed or permitted to remain on any Vacant Single Family Lot or Living Unit Lot where such hedge, shrubbery, tree or other planting interferes with traffic sight-lines, including sight-lines at the intersection of a driveway and any Master Association Road. Unless located within ten (10) feet of a Living Unit, no Developer or Owner, other than Declarant, shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of four (4) inches or more at a point of three (3) feet above ground level, without obtaining the prior approval of the ARB that dead or diseased trees which are inspected and certified as dead or diseased by the ARB or its representatives, as well as dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed from any Vacant Single Family Lot or Living Unit Lot by the Developer or Owner of the same.

(c) Architectural Review Board Policies and Guidelines. Plans and specifications for buildings and other structures and for landscaping shall conform to a document entitled "Architectural Review Board Policies and Guidelines" on file with the Master Association, as the same may be amended from time to time by the ARB. Any conflict between the provisions of the ARB Policies and Guidelines, and the provisions of this Master Declaration shall be resolved in favor of this Master Declaration. The plans and specifications submitted to the ARB shall be in such form and shall contain such information as may be reasonably required by the ARB. PROVIDED, HOWEVER, the provisions of this subsection requiring submission of plans and specifications to, and approval by the ARB, shall not be applicable to the Declarant nor any entity related to or affiliated with the Declarant and shall not be applicable to the Golf Club Property.

Declarant or the Master Association may at any time cause design and construction criteria for other structures within the Property including, without limitation, recreation structures, to be prepared and made applicable to the Property.

The decision of the ARB shall be based upon the applicable manual (as then amended) in effect of the time that the plans and specifications are submitted to the ARB.

Section 8.3 - Grounds for Disapproval

The ARB shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following: (a) failure of such plans and specifications to comply with any covenants and restrictions contained in this Master Declaration or with design and construction criteria adopted by Declarant or the Master Association or the ARB; (b) failure to include information in such plans and specifications as may have been reasonably requested; (c) incompatibility of design or appearance of any proposed structure or building with any existing or contemplated structures or buildings upon the same or other nearby property; (d) objection to the location of any proposed structures or buildings upon any portion of the Property with reference to any other area in the vicinity; (e) objection to the grading plan; (f) objection to the landscape plan; (g) objection to the color scheme, finish, proportions, style or architecture, height, bulk or appropriateness of any proposed building or structure; (h) objection based solely on aesthetic reasons; or (i) any other matter, in the reasonable judgment of the ARB, that will render the proposed building or structure or use inharmonious with the general plan of the improvement for the Property, or with the buildings, structures or uses located upon other parts of the Property or in the vicinity of the proposed building, structure or use.

In any case where the ARB shall disapprove any plans and specifications submitted hereunder or shall approve the same only as modified or under specified conditions, such disapproval or qualified approval shall be accompanied by a written statement of the grounds upon which such action was based. In any such case, the ARB shall, if requested, make reasonable efforts to assist and advise the applicant to enable the applicant to provide an acceptable proposal for submission for approval.

Section 8.4 - Right of Appeal

If the ARB shall disapprove any plans and specifications submitted hereunder, there shall be a right to appeal such decision to the Master Board. Such appeal must be submitted to the Master Board by the applicant, in writing, within ten (10) days after receipt of notice of the decision from the ARB. No later than thirty (30) days after receipt of notice of appeal, the Master Board shall examine the plans and specifications submitted, as well as the grounds upon which the ARB disapproves such plans and specifications. The affirmative vote of at least two-thirds (2/3rds) of the members of the Master Board shall be required to reverse or modify a decision of the ARB.

Section 8.5 - Variances

The ARB may authorize variances from compliance with any of the provisions of the Architectural Review Board Policies and Guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to the restrictions set forth in the body of this Master Declaration; or (c) prevent the ARB from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, or the issuance of any permit, or to comply with the terms of any financing shall not be considered a hardship warranting a variance.

Section 8.6 - Approval Expiration

Applicants must begin construction within one hundred twenty (120) days after final approval by the ARB in accordance with the ARB Policies and Guidelines. Failure to do so will automatically revoke approval without prior notice from the ARB. Time extensions may be requested from the ARB if written requests are received prior to the expiration of the one hundred twenty (120) days after final approval by the ARB. The ARB shall have the right to grant or reject a request for an extension of time in its sole and absolute discretion.

Section 8.7 - Violation of Article

(a) If any building or structure shall be altered, erected, placed or maintained upon any portion of the Property, or any new use is commenced on any portion thereof otherwise than in accordance with plans and specifications approved by the ARB (unless exempt pursuant to the provisions of this Article VIII), such alteration, erection, placement, maintenance or use shall be deemed to have been undertaken in violation of this Article and without the approval required herein. Upon written notice from either the ARB, any Board member or officer of the Master Association or the Declarant, any such building so altered, erected, placed or maintained upon any portion of the Property in violation hereof shall be promptly removed or altered and any such use shall be terminated as to extinguish such violation.

VOL 116
PAGE 572

(b) If within seven (7) days after written notice of such a violation reasonable steps have not been taken by the violator toward the alleviation or termination of the same or if such remedial action is not prosecuted with due diligence until satisfactory completion thereof, the Master Association and/or Declarant shall have the right, through agents and employees, to enter upon the land and/or Living Unit and to summarily abate and/or remove any building or structure, or to take such steps as may be necessary to extinguish such use, or to otherwise cure the violation. In addition to the foregoing, the Master Association and/or Declarant shall have the right to obtain an injunction from any court having jurisdiction for the cessation of such alteration, erection, maintenance or use which is in violation of this Article. The rights and remedies of the Master Association and Declarant pursuant to the Article shall be non-exclusive and in addition to any other rights or remedies available at law or in equity. Moreover, the failure or neglect to enforce any term, covenant, condition, restriction, right or procedure herein shall in no event and under no circumstances be construed, deemed or held to be a waiver with respect to any subsequent breach or violation thereof. Subject to the provisions of the Master Code entitled "Hearing Procedure", a Person in violation of this Article VIII shall be obligated to the Master Association and/or Declarant for the amount of all costs and expenses, including attorneys' and paralegals' fees, incurred to remedy any such violation. If said amounts are not paid within ten (10) calendar days following said notification, then said amount shall be "delinquent" and shall, upon perfection as provided in Section 10.1, become a continuing lien upon the portion of the Property owned or occupied by such Person(s) and a personal obligation of the Person(s) violating this Article. In addition, the Owner of any portion of the Property shall be liable jointly and severally for any obligations of any Occupant of such Owner's property.

Section 8.8 - Cost of Architectural Review Board

The Declarant and the Master Association shall establish an annual budget for the cost and expenses of the ARB which may include, among other things, compensation for its members, support staff and the employment of professional consultants. The budget shall be part of the Common Expenses. The Board and/or the ARB shall have the right to charge fees sufficient to cover the expense for processing applications; reviewing plans, specifications and related data, whether or not the same are approved or disapproved, and compensating any consulting architects, landscape architects, designers, inspectors and/or attorneys retained in accordance with the terms hereof. The Declarant shall be exempt from any such fees.

Section 8.9 - Liability of Members of the Architectural Review Board

No Member of the ARB shall be liable to the Association, any Member or any Person for his acts or omissions or failure to act in any particular manner.

VOL 1116
PAGE 573

Section 8.10 - Failure of Architectural Review Board to Act

In the event the ARB fails to conditionally or unconditionally approve or disapprove any plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval hereunder shall not be required and this Article shall be deemed to have been fully complied with.

ARTICLE IX
ASSESSMENTS

Section 9.1 - Definition of Assessments

As used in this Master Declaration, Assessments shall mean all of the costs and expenses incurred by the Master Association in the exercise of its obligations with respect to the Areas of Common Responsibility, including, without limitation:

(a) All expenditures required to fulfill the responsibilities of the Master Association;

(b) All amounts incurred in collecting Assessments, including all legal and accounting fees;

(c) Reserves for uncollectible Assessments, unanticipated expenses, replacements, major repairs and contingencies;

(d) Annual capital additions and improvements and/or capital acquisitions (but not repairs or replacements) having a total cost in excess of Twenty Thousand Dollars (\$20,000.00), without in each case the prior approval of the Class "B" Member and the Personal Vote of at least a majority of the Class "A" Members. In case of an emergency requiring prompt action to avoid further loss, the Master Board shall have the discretion to expend whatever is necessary to mitigate such loss.

(e) Such other costs, charges and expenses which the Master Association determines to be necessary and appropriate within the meaning and spirit of this Master Declaration.

(f) The Assessments are separate and distinct from Neighborhood Assessments.

Section 9.2 - Responsibility for Payment of Assessments

The Declarant or the Master Board shall prepare or cause the preparation of an annual operating budget for the Master Association and shall fix the amount of the Assessments. Written notice of the Assessments shall be sent to the Owner of each Living Unit and each Vacant Single Family Lot Owner. Payment of Assessments may be required by the Declarant or Master Board on a monthly, quarterly, semi-annual or annual basis. As Vacant Single Family Lots are improved with Living Units, the Owner thereof shall thereupon pay the Assessment on the basis of a Living Unit.

VOL 1110 PAGE 5/4

(a) The Assessments during the Subsidy Period shall be shared as follows:

(i) Initial Share of Owners of Living Units. Declarant shall determine the Assessments to be paid by the Owner of each Living Unit (including Developers owning Living Units). During the Subsidy Period the Assessments per Living Unit and per Vacant Single Family Lot shall not be greater than the following amounts:

<u>Calendar Year</u>	<u>Maximum Annual Assessment Per Living Unit</u>	<u>Maximum Annual Assessment Per Vacant Single Family Lot</u>
1991	\$1,500	\$750
1992	\$1,500	\$750
1993	\$1,500	\$750
1994	\$1,500	\$750

(ii) Share of Vacant Single Family Lot Owners Prior to Completion of Living Units. If an Owner acquires two (2) or more Vacant Single Family Lots and has a Living Unit constructed on one (1) or more of the lots, such Owner shall pay one (1) Living Unit Assessment together with a Vacant Single Family Lot Assessment for each Vacant Single Family Lot as originally platted, excluding one (1) lot that is being assessed for the Living Unit.

(iii) Share of the Declarant. During the Subsidy Period Declarant shall pay all Common Expenses which are not covered by the annual Assessments payable by Owners of Living Units and Developers as set forth above. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of both. The Master Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Declarant or other entities for the payment of some portion of the Common Expenses during the Subsidy Period.

(b) Assessments after the Subsidy Period shall be shared as follows:

(i) Rate of Assessments After the Subsidy Period. After the Subsidy Period, the amount of the annual Assessment attributable to the Living Units and the Vacant Single Family Lots shall be established as of January 1 of each year and shall be determined by a fraction, the numerator of which shall be the "assessment unit" applicable to the particular classification of the property assessed (i.e. Living Units or Vacant Single Family Lots) and the denominator of which shall be the aggregate number of "assessment units" applicable to both of such classifications as follows:

- (2); and
- (A) Each Living Unit shall have an "assessment unit" of two
- (B) Each Vacant Single Family Lot shall have an "assessment unit" of one (1).

(ii) Example of Payment of Assessments After the Subsidy Period.
The following example illustrates how the assessments will be allocated after December 31, 1994, assuming an annual Assessment of \$200,000 and 110 Living Units and 33 Vacant Single Family Lots. The "assessment units" would be as follows:

110 Living Units X an "assessment unit" of two (2) per Living Unit	= 220
33 Vacant Single Family Lots X an "assessment unit" of one (1) for each Vacant Single Family Lot	= <u>33</u>
Total "assessment units":	<u>253</u>

"Assessment units" attributable to each classification:

Living Units
 $220/253 = 87\% \div 110 = .79\%$ for each Living Unit

Vacant Single Family Lots
 $33/253 = 13\% \div 33 = .395\%$ for each Vacant Single Family Lot

Amount of annual Assessment \$200,000

\$200,000 X .79% = \$1,580 per year for each Living Unit

\$200,000 X .395% = \$790 per year for each Vacant Single Family Lot

The above example is for illustrative purposes only and does not constitute a projection of what the annual Assessments will be as of December 31, 1994.

(c) Neighborhood Assessments shall be levied against the Living Units in particular portions of the Property for whose benefit Common Expenses are incurred, if such Neighborhood Assessments benefit less than all Members of the Master Association as a whole. Neighborhood Assessments shall be levied in accordance with the provision of Subsequent Amendments submitting the Neighborhoods to the same or in accordance with contractual arrangements between a Neighborhood on one hand, and the Master Association on the other hand.

Section 9.3 - Computation of Neighborhood Assessments

It shall be the duty of the Master Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a separate budget covering the estimated Neighborhood Expenses to be incurred by the Master Association for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Master Board shall be entitled to set such budget only to the extent that this Master Declaration or the Master Code specifically authorizes the Master Board to assess certain costs as a Neighborhood Assessment. The Neighborhood Association or Committee for each Neighborhood may request that additional services or a higher level of services be provided by the Master Association, and in such case, any additional costs shall be added to such budget. Such budget may include a capital contribution

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establishing a reserve fund for repair and replacement of capital items within the Neighborhood, as appropriate. Neighborhood Expenses shall be allocated on the same basis as Assessments (ie., a ratio of 2 to 1) among all Living Units and Vacant Single Family Lots within the Neighborhood benefited thereby and levied as a Neighborhood Assessment. The Master Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment to be levied on each Living Unit in the Neighborhood for the coming year to be delivered to each Owner of a Living Unit in the Neighborhood at least thirty (30) days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved by a majority of the Owners of Living Units in the Neighborhood which the Neighborhood Assessment applies; provided, there shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least twenty percent (20%) of the Living Units in such Neighborhood. Meeting of Neighborhood Committees, if called, shall be conducted in accordance with Article V, Section III of the Master Code.

In the event the proposed budget for any Neighborhood is disapproved or the Master Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Section 9.4 - No Exemption for Non-Use of Facilities; No Refund of Reserves

A Member not otherwise exempt from the Assessments may not exempt himself from liability for Assessments levied against him by waiver of the use of the Common Areas that are owned and/or operated by the Master Association. Furthermore, no Member shall be entitled to any portion of the funds held for reserves; nor shall any Owner have a claim against the Master Association with respect thereto.

Section 9.5 - Creation of Lien and Personal Obligation

Each Owner hereby covenants and agrees by acceptance of the deed to a Living Unit or a Vacant Single Family Lot whether or not it shall be so expressed in any such deed or other conveyance, to pay to the Master Association all Assessments levied against such Owner in accordance with this Master Declaration on or before the due date for any such Assessment. In the event that the Assessment is not paid by the tenth (10th) day of the month, then such Assessment shall be "delinquent" and the Assessment, together with the Costs of Collection, as hereinafter defined in Section 11.3 hereof shall, upon "Perfection" as provided in Section 10.1, become a continuing lien upon the interest of such Person in his Living Unit or Vacant Single Family Lot, as the case may be, and shall bind such Owner, his heirs, devisees, personal representatives, successors and assigns. A co-Owner of a Living Unit or a Vacant Single Family Lot shall be personally liable, jointly and severally, with all other co-Owners for all Assessments made by the Master Association with respect to said Living Unit or Vacant Single Family Lot.

VOL 1116
PAGE 577

Section 9.6 - Non-Liability of Foreclosure Sale Purchaser for Past Due Assessments

Where the mortgagee of a first mortgage of record acquires an Ownership Interest as a result of foreclosure of the mortgage or an acceptance of a deed in lieu of foreclosure, such mortgagee, its successors and assigns, shall not be liable for the Assessments levied against the Owner of such Ownership Interest prior to the acquisition of the Ownership Interest. The Owner or Owners of an Ownership Interest prior to the judicial sale thereof shall be and remain personally liable, jointly and severally, for the Assessments accruing against the judicially sold Ownership Interest prior to the date of the judicial sale as provided in Section 10.3, but any unpaid part of the Assessments shall be assessed and levied against all of the Owners, including the Owner of the Ownership Interest foreclosed, his successors or assigns, at the time of the first Assessment next following the acquisition of title by such mortgagee, its successors and assigns.

Section 9.7 - Liability for Assessments on Voluntary Conveyance

Upon the voluntary conveyance of an Ownership Interest the grantee of the Ownership Interest shall be jointly and severally liable with the grantor for all unpaid Assessments levied pursuant to this Master Declaration against the grantor of his Ownership Interest prior to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such prospective grantee, upon written request delivered to the Master Association, shall be entitled to a statement from the Trustees of the Master Board or an officer of the Master Association setting forth the amount of all unpaid Assessments due the Master Association with respect to the Ownership Interest to be conveyed and such grantee shall not be liable for, nor shall the Ownership Interest conveyed be subject to a lien, for any unpaid Assessments which become due prior to the date of the making of such request if the same are not set forth in such statement. The statement referred to herein may be included in the Certificate of Compliance with Restrictions referred to in Section 7.25 of this Master Declaration. The Master Association may require the advance payment of a processing fee for the issuance of the Certificate of Compliance. A devise of an Ownership Interest or the distribution of said Ownership Interest pursuant to the Statute of Descent and Distribution shall be deemed to be a voluntary conveyance. An unpaid Assessment shall not be deemed a charge or lien against the Ownership Interest until perfected as such pursuant to Article X.

Section 9.8 - Additional Assessments

If the Assessments shall for any reason prove to be insufficient to cover the actual expenses incurred by the Master Association, the Master Association shall, at such time as it deems it necessary and proper, levy an additional assessment (the "Additional Assessment") against the Living Unit Owners and the Vacant Single Family Lot Owners. Each such Owner shall pay a share of each such Additional Assessment determined in accordance with Section 9.2 hereof as if the Additional Assessment were part of the original Assessment.

VOL 1116 REC 578

Section 9.9 - Exempt Property

Notwithstanding anything to the contrary herein, the Common Areas shall be exempt from payment of Assessments, Additional Assessments and Neighborhood Assessments.

ARTICLE X
LIENS

Section 10.1 - Perfection of Lien

If any Owner or a Developer shall fail to pay an Assessment, Additional Assessment or Neighborhood Assessment levied in accordance with this Master Declaration (such Owner hereinafter referred to as the "Delinquent Owner") when due and such Assessment, Additional Assessment or Neighborhood Assessment is delinquent, or if an Owner or a Developer shall violate any rule or breach any restriction, covenant or provision contained in this Master Declaration or in the Master Code, the Master Board may authorize the perfection of a lien on the Ownership Interest of the delinquent and/or violating Owner or Developer by filing for record with the Recorder of Portage County, a Certificate of Lien. The Certificate of Lien shall be in recordable form and shall include the following:

- (a) The name of the delinquent Owner.
- (b) A description of the Ownership Interest of the delinquent Owner.
- (c) The entire amount claimed for the delinquency and/or violation, including interest thereon and Costs of Collection (defined in Section 11.2 and Section 11.3).
- (d) A statement referring to the provisions of this Master Declaration authorizing the Certificate of Lien.

Section 10.2 - Duration of Lien

Said lien shall remain valid for a period of five (5) years from the date of filing of said Certificate of Lien, unless sooner released or satisfied in the same manner provided by law for the release or satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in action to discharge such lien. A lien may be renewed by the subsequent filing of a certificate of lien prior to the expiration of the five (5) year period referred to above.

Section 10.3 - Priority

A lien perfected under this Article X shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide mortgagees which have been heretofore filed for record. A lien perfected pursuant to this Article may be foreclosed in the same manner as a mortgage on real property in an action brought by the Master Association after authorization from the Master Board. In any

such foreclosure action, the affected Owner shall be required to pay reasonable rental for such Ownership Interest during the pendency of such action and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. Any funds received at the judicial sale of the delinquent Owner or Developer's Ownership Interest in excess of mortgage liens, court costs and the taxes and assessment liens shall be paid over to the Master Association to the extent of its lien.

Section 10.4 - Dispute as to Assessment

The Declarant or any Owner or Developer who believes that an Assessment or Neighborhood Assessment levied by the Master Association against him for which a Certificate of Lien has been filed by the Master Association has been improperly determined, may bring an action under the Arbitration Provisions contained in Section 15.9 of this Master Declaration for the discharge of all or any portion of such lien; but the lien shall continue until the actual amount of the lien so determined is paid in full or otherwise be fully discharged.

Section 10.5 - No Waiver Implied

The creation of a lien upon an Ownership Interest owned by a delinquent Owner shall not waive, preclude or prejudice the Master Association for pursuing any and all other remedies granted to it elsewhere in this Master Declaration, whether at law or in equity.

Section 10.6 - Personal Obligations

The obligations created pursuant to this Article X shall be and remain the personal obligations of the delinquent Owner until fully paid, discharged or abated and shall be binding on the heirs, personal representatives, successors and assigns of such delinquent Owner.

ARTICLE XI REMEDIES OF THE ASSOCIATION

Section 11.1 - Denial of Voting Rights

If any Owner fails to pay an Assessment, Additional Assessment or a Neighborhood Assessment when due, such Owner and the Occupants of any and all Living Units of such Owner or the Owner or Developer of a Vacant Single Family Lot shall not be entitled to vote on Master Association matters until said Assessment, Additional Assessment or Neighborhood Assessment is paid in full.

Section 11.2 - Specific Remedies

The violation of any Rule, or the breach of any restriction, covenant or provision contained in this Master Declaration or in the Master Code, shall give the Master Association and the Original Declarant the right, in addition to all other rights set forth herein and provided by law, (a) to enter upon the Living Unit or Vacant Single Family Lot or portion thereof upon which, or as to which, such violation or breach exists, and summarily abate and remove, at the

expense of the Owner or Developer of the Ownership Interest where the violation or breach exists, any structure, thing, or condition that may exist thereon, which is contrary to the intent and meaning of this Master Declaration, the Master Code, or the Rules, and the Master Association, or its designated agent shall not thereby be deemed guilty in any manner of trespass; (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; (c) to commence and prosecute an action for specific performance or an action to recover any damages which may have been sustained by the Master Association or any of its Members as well as an action for punitive damages if warranted; and/or (d) to collect costs of suit and reasonable attorneys' and paralegals' fees incurred in connection with the exercise by the Master Association of any remedies hereunder, the same to be deemed "Costs of Collection" under Section 11.3 hereof.

Section 11.3 - Cost of Collection

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

(a) Sue and collect from such Owner the amount due and payable, together with interest thereon at the rate of twelve percent (12%) per annum (but in no event shall said interest rate exceed the highest interest rate chargeable to individuals under applicable law) and Costs of Collection (hereafter defined).

(b) In addition to the amount referred to in (a) above, the Master Association may assess against such Owner, liquidated damages, not to exceed fifteen percent (15%) of the amount of the delinquency or One Hundred Dollars (\$100.00), whichever amount is greater, said amount to be determined by the Master Board provided, however, in no event shall said amount exceed the highest interest rate chargeable to individuals under applicable law. Said liquidated damages shall be in addition to interest, the expenses of collection incurred by the Master Association, such as attorneys' fees, paralegals' fees, court costs and filing fees. The actual expenses of collection and the liquidated damages shall hereinafter be referred to as "Cost of Collection".

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

Section 11.4 - Binding Effect

The remedies provided in this Article XI against a Delinquent Owner or Developer may also be pursued against the heirs, executors, administrators, successors and assigns and grantees of such Owner or Developer, except as specifically provided in Section 9.6 of this Master Declaration.

VOL 1116
PAGE 581

ARTICLE XII
NO PARTITION

Except as is permitted in this Master Declaration or in any amendments thereto, there shall be no physical partition of the Common Areas or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition. This Article shall not be construed to prohibit the Master Board from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Master Declaration.

ARTICLE XIII
CONDEMNATION

Whenever all or any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, the Master Association shall give each Owner notice thereof. The award made for such taking shall be payable to the Master Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant (so long as the Declarant is a Class "B" Member), and at least seventy-five percent (75%) of the Class "A" Members of the Master Association shall otherwise agree by Personal Vote, the Master Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor, in accordance with plans prepared by the Architectural Review Board and approved by the Master Board. If such improvements are to be repaired or restored, the provisions in Section 6.5 hereof regarding the disbursement of funds in respect to casualty damage or destruction shall apply. If the taking does not involve any improvements on the Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Master Association and used for such purposes as the Master Board shall determine in its sole and absolute discretion.

ARTICLE XIV
MORTGAGEES' RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Living Units and Vacant Single Family Lots. To the extent applicable, necessary, or proper, the provisions of this Article shall apply to both this Master Declaration and to the Master Code. Where indicated, these provisions apply only to Eligible Mortgage Holders; provided, however, that voting percentages set forth herein are subject to and controlled by higher percentage requirements, if any, set forth elsewhere in this Master Declaration for specific actions.

VOL. III PAGE 082

Section 14.1 - Notices of Action

An Eligible Mortgage Holder who provides written request to the Master Association (such request to state the name and address of such holder, insurer, or guarantor and the address of the Living Unit or Vacant Single Family Lot), will be entitled to timely written notice of:

- (a) any proposed termination of the Master Association;
- (b) any condemnation or casualty loss which affects a material portion of the Property or which affects any Living Unit on which there is a first mortgage held, insured, or guaranteed by an Eligible Mortgage Holder;
- (c) any delinquency in the payment of assessments or other charges owed by an Owner subject to the mortgage of such Eligible Mortgage Holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days;
- (d) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Master Association; or
- (e) any proposed action which would require the consent of eligible holders, as required in Sections 14.2 and 14.3 of this Article.

Section 14.2 - Other Provisions for First Lien Holders

To the extent possible under Ohio law:

(a) Any restoration or repair of the Property following a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Master Declaration and the original plans and specifications unless the approval of the Eligible Holders of first mortgages on Living Units to which at least fifty-one percent (51%) of the votes of Living Units and Vacant Single Family Lots and the Eligible Mortgage Holders of first mortgages of the Class "A" and the Class "B" Member, subject to mortgages held by such Eligible Mortgage Holders, are allocated, is obtained to act otherwise.

(b) Any election to terminate the Master Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Mortgage Holders on Living Units and Vacant Single Family Lots of at least fifty-one percent (51%) of the votes of Living Units and Vacant Single Family Lots, and the Eligible Mortgage Holders of first mortgages of the Class "A" Members and the Class "B" Member, subject to mortgages held by such Eligible Mortgage Holders, are allocated.

Section 14.3 - Amendments to Documents

The following provisions do not apply to amendments to the constituent documents or termination of the Master Association made as a result of destruction, damage, or condemnation pursuant to Section 14.2(a) and (b) of this Article:

VOL 1116 PAGE 583

(a) The consent of at least sixty-seven percent (67%) of the Class "A" Members and of the Class "B" Member and the approval of the eligible holders of first mortgages on Living Units and Vacant Single Family Lots to which at least sixty-seven percent (67%) of the votes of Living Units and Vacant Single Family Lots subject to a mortgage appertain, shall be required to terminate the Master Association.

(b) The Personal Vote of at least sixty-seven percent (67%) of the Class "A" Members and the consent of the Class "B" Member and the approval of eligible holders of first mortgages on Living Units and Vacant Single Family Lots to which at least fifty-one percent (51%) of the votes of Living Units and Vacant Single Family Lots subject to a mortgage appertain, shall be required to materially amend any provisions of the Declaration, Master Code, or Articles of Incorporation of the Master Association, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following:

(i) voting;

(ii) Assessments, Additional Assessments, Neighborhood Assessments, assessment liens, or subordination of such liens;

(iii) reserves for maintenance, repair, and replacement of the Common Area;

(iv) insurance for fidelity bonds;

(v) rights to use of the Common Areas;

(vi) leasing of Living Units;

(vii) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Living Unit (this provision is subject and subordinate to any provision in a document creating a Neighborhood or in an agreement for the sale by the Declarant of Vacant Single Family Lots.);

(viii) establishment of self-management by the Master Association where professional management has been required by an Eligible Mortgage Holder; or

(ix) any provisions included in this Master Declaration, Master Code, or Articles of Incorporation which are for the express benefit of Eligible Mortgage Holders on Living Units and Vacant Single Family Lots.

Section 14.4 - Special Federal Home Loan Mortgage Corporation Provisions

So long as required by the Federal Home Loan Mortgage Corporation, the following provisions shall apply to this Master Declaration:

VOL 1110 PAGE 004

(a) Unless two-thirds (2/3) of the first mortgagees or Owners give their consent, the Master Association shall not: (i) by act or omission seek to abandon, become a partition, subdivide, encumber, sell or transfer any portion of the Property owned by the Master Association (the granting of easements for public utilities or for public purposes or the dedication to public use of utilities or roads consistent with the intended use of the property shall not be deemed a transfer); (ii) change the method of determining the obligations, Assessments, dues or other charges which may be levied against an Owner; (iii) fail to maintain fire and extended coverage insurance as required by this Master Declaration; or (iv) use hazard insurance proceeds for any Common Area losses for other than repair, replacement or reconstruction of such properties.

(b) The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from mortgagees or owners or a larger percentage vote as otherwise required for any of the actions contained in this Article.

(c) First mortgagees may, jointly or singularly, pay taxes or other charges which are in default or which may or have become a charge against the Common Area and may pay overdue premiums of casualty insurance policies or secure new casualty insurance coverage upon the lapse of a policy, for the Common Areas and first mortgagees making such payments shall be entitled to immediate reimbursement from the Master Association.

ARTICLE XV
GENERAL PROVISIONS

Section 15.1 - Covenants Run With the Property; Binding Effect

All of the Easements, Covenants and Restrictions which are imposed upon, granted and/or reserved in this Master Declaration constitute Easements, Covenants and Restrictions running with the Property and are binding upon every subsequent transferee of all or any portion thereof, including, without limitation, grantees, Tenants, Owners and Occupants.

Each grantee accepting a deed or Tenant accepting a lease (whether oral or written) which conveys any interest in any portion of the Property that is submitted to all or any portion of this Master Declaration, whether or not the same incorporates or refers to this Master Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by all provisions of this Master Declaration and to incorporate said Master Declaration by reference in any deed, lease or other agreement of all or any portion of his interest in any real property subject hereto.

Section 15.2 - Duration

Unless sooner terminated as hereinafter provided, the Easements, Covenants and Restrictions of this Master Declaration shall continue for a term of fifty (50) years from the date this Master Declaration is recorded, after which time, said covenants and restrictions shall automatically be extended for successive periods of ten (10) years each unless terminated by an instrument

VOL 1116 PAGE 585

signed by Members (individually and not Voting Members) entitled to exercise not less than seventy-five percent (75%) of the Class "A" Members and by the Class "B" Member.

Section 15.3 - Notices

Any notices required to be given to any Person under the provisions of this Master Declaration shall be deemed to have been given when personally delivered to such Person's Living Unit or mailed, postage prepaid, to the last known address of such Person or principal place of business if a corporation, provided, however, that a notice of "delinquency" of any payment due hereunder shall be made by personal delivery to such Living Unit or principal place of business if a corporation, or by certified or registered mail, return receipt requested, or by telegram. The effective date of such a notice shall be the date said notice is personally delivered, or postmarked, or the date the telegraph company receives the message, as the case may be.

Notices to the Declarant shall be deemed given only when received and must be either hand delivered or mailed by certified or registered mail, postage prepaid, to Declarant, 34555 Chagrin Boulevard, Moreland Hills, Ohio 44022 (Attention: General Partner) with a copy to Richard A. Rosner, Esquire, Kahn, Kleinman, Yanowitz & Arnson Co., L.P.A., The Tower At Erieview, Suite 2600, Cleveland, Ohio 44114.

Section 15.4 - Enforcement-Waiver

Enforcement of the Easements, Covenants and Restrictions may be by any proceeding at law or in equity against any Person or Persons violating or attempting to violate any Easement, Covenant or Restriction, either to restrain violation or to recover damages and against the Person or Ownership Interest, or to enforce any lien perfected pursuant to this Master Declaration. The failure by the Master Association or any one permitted by this Master Declaration to enforce any Easement, Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 15.5 - Construction of the Provisions of this Master Declaration

The Declarant, the Master Association or the Architectural Review Board, where specifically authorized herein to act, shall have the right to construe and interpret the provisions of this Master Declaration and in the absence of an adjudication by arbitrator(s) or a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all Persons or property which benefit or which are bound by the provisions hereof. Any conflict between any construction or interpretation of the Declarant, the Master Association or the Architectural Review Board and that of any Person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation by the Declarant, the Master Association or the Architectural Review Board, as the case may be.

The Master Association and the Architectural Review Board to the extent specifically provided herein may adopt and promulgate Rules regarding the administration, interpretation and enforcement of the provisions of this Master

Declaration. In so adopting Rules and in making any finding; determination, ruling or order, or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Master Association and the Architectural Review Board, as the case may be, shall take into consideration the best interests of the Declarant(s), Owners, Tenants and Occupants to the end that Barrington shall be preserved and maintained as a high quality, residential community.

Section 15.6 - Reservations by Original Declarant - Exempt Property

(a) Original Declarant reserves the right and easement for itself and owners of nearby lands to whom Original Declarant, in Original Declarant's sole discretion, may grant the same right and easement, to tie into, use, repair, maintain and replace without charge any and all common lines, pipes, utilities, conduits, ducts, wires, cables, private roads and rights-of-way in, on, or over the Property (as the Property may be expanded by a Subsequent Amendment) or any part thereof that will not materially interfere with the use or operation of a building or structure or other improvement thereon or the Golf Course Property in connection with the development and/or operation of the Property. Any damage to buildings, improvements and real estate (including landscaping, if any) caused thereby shall be promptly repaired and restored to its prior condition by the party to whom such right and easement had been granted.

(b) Original Declarant hereby reserves the right to grant to or enter into any easements or covenants for the installation, maintenance, service or operation of any and all common lines, pipes, utilities, conduits, ducts, wires, cables, private roads and rights-of-way in, on, or over the Property (as the Property may be expanded), or any part thereof that will not materially interfere with the use or operation of a building, structure or other improvement thereon or the Golf Course Property. Any damage caused thereby shall be promptly repaired and the land shall be restored to its prior condition.

(c) Original Declarant reserves the right to enter into covenants and easements with any utility or public authority which Original Declarant believes, in its sole discretion, to be in the best interests of the development of the Property (as the Property may be expanded).

(d) Original Declarant reserves the right to perform or cause to be performed such work as is incident to the completion of the development and improvement of the Property (as the Property may be expanded by a Subsequent Amendment), owned or controlled by the Original Declarant, notwithstanding any covenant, easement, restriction or provision of this Master Declaration or its exhibits, which may be to the contrary.

(e) Original Declarant reserves the right to impose, reserve or enter into additional covenants, easements and restrictions with grantees of Living Units and Vacant Single Family Lots as long as such additional easements, covenants and restrictions are not in conflict with the rights, duties and obligations of Owners as set forth in this Master Declaration.

VOL. 1116
PAGE 587

(f) Each reservation, right and easement specified or permitted pursuant to this Article shall include the right of ingress and egress for the full utilization and enjoyment of the rights reserved and/or granted herein. The word "common" as used in this paragraph shall mean any and all lines, pipes, utilities, conduits, ducts, wires, cables, private roads and rights-of-way intended for the use of or used by more than one Owner. Any easements or rights referred to in this Article, whether granted by Original Declarant prior to the filing of this Master Declaration or subsequent thereto, shall at all times have priority over the provisions of this Master Declaration and any lien created under this Master Declaration.

(g) So long as Declarant is a Class "B" Member, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

(h) So long as Declarant continues to have rights under this Sub-section, all sales, promotional, and advertising materials, and all forms for deeds, contracts for sale and other closing documents for the subdivision and sale of Vacant Single Family Lots by any Developer, or the sale or lease of a Living Unit by any Developer, shall be subject to the written approval of Declarant, which approval shall not be unreasonably withheld. Declarant shall deliver notice to any Developer of Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents and, if disapproved, the specific reasons therefore or changes required to obtain such approval. If Declarant fails to so notify any Developer within such thirty (30) day period, Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained or the request to use such materials or documents is withdrawn or abandoned.

Section 15.7 - Assignability by Original Declarant

The Original Declarant, and its successors, shall have the right from time to time to assign all or any part of its rights as a Declarant under this Master Declaration (but not the rights expressly conferred upon the Original Declarant), provided that the deed or other writing selected by Original Declarant, in Original Declarant's sole discretion, shall expressly state that the rights of a Declarant shall be assigned. Any such assignment may provide that said assignee shall have the rights of a Declarant (other than those rights reserved by the Original Declarant in any such assignment) set forth in this Master Declaration with respect to the Living Units and/or real property owned by such designee.

VOL 1116
PAGE 588

Section 15.8 - Severability

Invalidation of any one of the easements, covenants, restrictions or provisions contained herein shall in no way affect any other provision which shall remain in full force and effect.

Section 15.9 - Arbitration

Unless otherwise provided in this Master Declaration, any controversy, dispute or claim arising out of or relating to this Master Declaration or the breach thereof shall be settled by arbitration in Cleveland, Ohio in accordance with the Commercial Rules of the American Arbitration Association and the judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction hereof.

Section 15.10 - Litigation

No judicial or administrative proceeding shall be commenced or prosecuted by the Master Association unless approved by the Personal Vote of seventy-five percent (75%) of the Class "A" Members or by a vote of seventy-five percent (75%) of the Voting Members. In the case of such a vote, and notwithstanding anything contained in this Master Declaration or the Master Articles of Incorporation or Master Code of the Master Association to the contrary, a Voting Member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of seventy-five percent (75%) of all Members of the Neighborhood represented by the Voting Member. This Section shall not apply, however, to (a) actions brought by the Master Association to enforce the provisions of this Master Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Articles IX and X hereof, (c) proceedings involving challenges to real estate taxation, or (d) counterclaims brought by the Master Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 15.11 - Validity of Mortgages

No violation of any Easement, Covenant or Restriction of this Master Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' foreclosure sale shall be bound by and subject to this Master Declaration as fully as any other Owner of any portion of the Property.

Section 15.12 - Amendment of Master Declaration

Except as expressly provided to the contrary in this Master Declaration, this Master Declaration may be amended as follows:

VOL 1116
PAGE 589

(a) For so long as the Declarant or a successor designated by the Declarant is the Owner of a fee simple interest in the Property, the Original Declarant shall be entitled from time to time to amend or modify any of the provisions of this Master Declaration or to waive any of the provisions, either generally or with respect to particular real property, if in its judgment, the development or lack of development of the Property requires such modification or waiver, or if in its judgment the purposes of the general plan of development of the Living Units and Vacant Single Family Lots will be better served by such modification or waiver, provided no such amendment, modification or waiver shall materially and adversely affect the value of existing Living Units or Vacant Single Family Lots or shall prevent a Living Unit or Vacant Single Family Lot from being used by the Owner in the same manner that said Living Unit or Vacant Single Family Lot was used prior to the adoption of said amendment, modification or waiver. To modify the Master Declaration in accordance with this paragraph, Original Declarant shall file a supplement to this Declaration setting forth the Amendment, which supplement need not be but shall, at Original Declarant's request, be executed by the Master Association and all Owners of real property within the Property. Each such Owner, by accepting a deed to his Living Unit or other real property, hereby appoints Original Declarant his attorney-in-fact, coupled with an interest, to execute on his behalf any such amendments. Each amendment shall be effective when signed by the Original Declarant and filed for record with the Recorder of Portage County.

(b) This Master Declaration may also be amended by Original Declarant or the Master Association at any time and from time to time for the purpose of: (1) complying with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public entity, or private insurance company which performs (or may in the future perform) functions similar to those currently performed by such entities; or (2) inducing any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages; or (3) correcting clerical or typographical or obvious factual errors in this Master Declaration or any Exhibit hereto or any supplement or amendment hereto; or (4) complying with the underwriting requirements of insurance companies providing casualty insurance, liability insurance or other insurance coverages for the Master Association; or (5) bringing any provision hereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination; or (6) correcting obvious factual errors or inconsistencies between this Master Declaration and other documents governing Barrington, the correction of which would not materially impair the interest of any Owner or Eligible Mortgage Holder; or (7) enabling a title insurance company to issue title insurance coverage with respect to the Property or any portion thereof. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant and/or to the Master Board to vote in favor of, make, or consent to a Subsequent Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting any portion of the Property and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the

reservation of the power to the Original Declarant to vote in favor of, make and record a Subsequent Amendment. To effect said amendment, Original Declarant shall file a supplement to the Declaration setting forth the Subsequent Amendment which shall be signed by Original Declarant and shall be effective upon the filing of the Subsequent Amendment with the Portage County Recorder.

(c) Original Declarant shall have the right to amend this Master Declaration at any time and from time to time in accordance with or in implementation of any of the rights granted to or reserved by Original Declarant in this Master Declaration.

(d) Except as expressly provided in this Master Declaration, and after expiration of the period set forth in (a) of this Article, any provision of this Master Declaration may be amended or repealed following a meeting of the Members held for such purpose, by the affirmative vote of the Class "B" Member and the Personal Vote of at least a majority of the voting power of the Class "A" Members unless a greater percentage of vote is required pursuant to this Master Declaration or in accordance with the statutes of the State of Ohio; provided, however, that any amendment which would terminate or materially affect the easements set forth in Article III of this Master Declaration shall not be amended (except as expressly provided to the contrary in this Master Declaration) unless all persons whose rights are terminated or materially affected shall affirmatively consent in writing to such amendment; provided further, that any amendment affecting the rights of Declarant in this Master Declaration shall not be effective without the prior written consent of Declarant. Written notice shall be given each Member at least ten (10) days in advance of the date of the meeting held for the purpose of amending this Master Declaration, which notice shall expressly state the modification to be considered at such meeting. Each amendment shall be effective when signed by the President and one other officer of the Master Association, signed by the Declarant if the amendment affects the rights of the Declarant and filed for record with the Portage County Recorder.

(e) Notwithstanding anything in this Master Declaration to the contrary, no amendment to this Master Declaration shall affect or modify in any way any of the provisions of this Master Declaration concerning the use of the Golf Course Property and the use of all roadways necessary to enable members, guests and invitees of the Golf Course Property Owner to have access to and from the Golf Course Property unless such amendment shall receive the prior written consent of the Golf Course Property Owner.

Section 15.13 - Interest Rates

After this Master Declaration shall have been recorded for five (5) years or more, the Board shall have right to change any interest rate or late payment charge referred to herein by majority vote, but in no event shall said interest rate or late payment charge exceed the highest interest rate chargeable to individuals under applicable law.

VOL 1116
PAGE 591

Section 15.14 - Headings

The heading of each Article and of each paragraph in this Master Declaration is inserted only as a matter of convenience and for reference and in no way defines, limits or describes the scope or intent of this Master Declaration or in any way affects this Master Declaration.

Section 15.15 - Rule Against Perpetuities

If any of the options, privileges, covenants or rights created by this Master Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common-law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of George Bush, President of the United States of America, and Daniel Quayle, Vice President of the United States of America.

IN WITNESS WHEREOF, Breezy Point Limited Partnership has signed this document this 12 day of October, 1991.

Signed in the presence of:

BREEZY POINT LIMITED PARTNERSHIP, an Ohio
limited partnership

By: D E TRANSPORTATION COMPANY, an Ohio
corporation

Patricia M. Cant.

By: James A. Schoff
James A. Schoff, its President

Patti B...

By: [Signature]
James A. Schoff, its Vice President

VIII1110 PAGE 03/2

STATE OF OHIO)
) SS.
CUYAHOGA COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named BREEZY POINT LIMITED PARTNERSHIP, an Ohio limited partnership, by D E Transportation Company, an Ohio corporation, its general partner, by James A. Schick, its President, and by Scott A. Weitzel, its Vice President who acknowledged that they executed the within instrument, that such execution was the free act and deed of said limited partnership and corporation and was their free act and deed both individually and in their capacity as officers.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this 1st day of October, 1991.

Patricia M. Cant.

Notary Public

This instrument prepared by:
Richard A. Rosner, Attorney at Law
Kahn, Kleinman, Yanowitz & Arnson Co., L.P.A.
The Tower At Erieview
Suite 2600
Cleveland, Ohio 44114
(216) 696-3311

PROVIDED BY:
Notary Public Patricia M. Cant.
My Commission Expires 12/31/1994
(File Under Cuyahoga County)

VOL 1110 PAGE 073

EXHIBIT "A"

SDWA

SEYMOUR D. WEISS & ASSOCIATES, INC.
Consulting Engineers/Surveyors

5380 Naiman Parkway • Suite G
Solon, Ohio 44139
(216) 349-3400

Revised: July 22, 1991
Revised: June 14, 1991
April 29, 1991
File No. P 9001-1855 AU

LEGAL DESCRIPTION OF PARCELS
1 THROUGH 4 (105.7314 ACRES)

BARRINGTON
AURORA, OHIO

FOR INCORPORATION IN THE MASTER DECLARATION

PARCEL 1 OF 4
BEING A 105.4053 ACRE PARCEL
INCLUDING SUBLOTS 1 THROUGH 128, CERTAIN PRIVATE
DRIVE AREAS WHICH ABUT GOLF COURSE PROPERTY AND
BLOCKS P3, C, D AND E OF BARRINGTON
AURORA, OHIO

Situated in the City of Aurora, County of Portage and State of Ohio, and known as being a part of Original Aurora Township Lot Nos. 16 and 17, further bounded and described as follows:

Beginning at an iron pin found at the intersection of the center lines of Chillicothe Road (S.R. 306), 66.00 feet wide, and Garfield Road (S.R. 82), 60.00 feet wide, said point also being the Southeast corner of the aforesaid Original Aurora Township Lot No. 17; thence N-00°19'52"-E, along said center line of Chillicothe Road, 1,600.00 feet to a point in the center line of Barrington Boulevard, 100.00 feet wide (proposed); thence N-89°40'08"-W, along said center line of Barrington Boulevard (proposed), 235.32 feet to a point of curvature; thence Northwesterly, continuing along said center line of Barrington Boulevard (proposed), said line being the arc of a curve deflecting to the right, said curve having a radius of 1,000.00 feet and a chord of 227.86 feet, which chord bears N-83°07'37"-W, 228.36 feet to a point of tangency; thence N-76°35'06"-W, continuing along said center line of Barrington Boulevard (proposed), 211.99 feet to a point therein; thence N-13°24'54"-E, 50.00 feet to point in the Northerly line of said Barrington Boulevard (proposed) and the principal place of beginning;

thence N-76°35'06"-W, along said Northerly line of Barrington Boulevard (proposed), 133.31 feet to a point of curvature;

thence Westerly, continuing along said Northerly line of Barrington Boulevard (proposed), said line being the arc of a curve deflecting to the left, said curve having a radius of 1,050.00 feet and a chord of 843.50 feet, which chord bears S-79°43'57"-W, 868.01 feet to a point of tangency;

thence S-56°03'00"-W, continuing along said Northerly line of Barrington Boulevard (proposed), 576.39 feet to a point of turnout between said Northerly line of Barrington Boulevard (proposed) and the Northeasterly line of a proposed 20.00 foot widening to the Northeasterly side of Aurora Road (S.R. 43), 60.00 feet wide;

thence Northwesterly, along said turnout, which is the arc of a curve deflecting to the right, said curve having a radius of 35.00 feet and a chord of 49.50 feet, which chord bears N-78°57'00"-W, 54.98 feet to a point of tangency in said Northeasterly line of said proposed 20.00 foot widening along the Northeasterly side of Aurora Road;

thence N-33°57'00"-W, along said Northeasterly line of said proposed 20.00 foot widening of Aurora Road, 1,006.83 feet to an angle point therein;

thence N-33°31'56"-W, continuing along said Northeasterly line of said proposed 20.00 foot widening of Aurora Road, 754.35 feet to a point therein;

thence Southeasterly, along a line that is the arc of a curve deflecting to the left, said curve having a radius of 30.00 feet and a chord of 42.43 feet, which chord bears S-78°31'56"-E, 47.12 feet to a point of tangency;

thence N-56°28'04"-E, 115.00 feet to a point;

thence S-33°31'56"-E, 60.00 feet to a point;

thence Southwesterly, along a line that is the arc of a curve deflecting to the left, said curve having a radius of 25.00 feet and a chord of 35.36 feet, which chord bears S-11°28'04"-W, 39.27 feet to a point of tangency;

thence S-33°31'56"-E, 246.42 feet to a point of curvature;

thence Southeasterly, along a line that is the arc of a curve deflecting to the right, said curve having a radius of 2,030.00 feet and a chord of 116.86 feet, which chord bears S-31°52'58"-E, 116.88 feet to a point of tangency;

thence S-30°14'00"-E, 440.65 feet to a point;

thence N-59°46'00"-E, 96.54 feet to a point;

thence N-22°10'01"-E, 93.31 feet to a point;

thence S-87°42'29"-E, 216.40 feet to a point;

thence S-13°05'45"-E, 81.32 feet to a point;

thence S-38°33'43"-E, 64.10 feet to a point;

thence S-58°29'21"-E, 50.07 feet to a point;

thence S-77°01'39"-E, 56.23 feet to a point;

thence N-83°07'29"-E, 61.76 feet to a point;

thence N-66°02'00"-E, 438.74 feet to a point;

thence N-26°20'55"-E, 908.93 feet to a point;

thence S-72°34'00"-E, 130.35 feet to a point;

thence Northwesterly, along a line that is the arc of a curve deflecting to the left, said curve having a radius of 25.00 feet and a chord of 31.62 feet, which chord bears N-33°20'07"-W, 34.24 feet to a point;

thence N-72°34'00"-W, 174.45 feet to a point of curvature;

thence Westerly, along a line that is the arc of a curve deflecting to the left, said curve having a radius of 175.00 feet and a chord of 93.14 feet, which chord bears N-88°00'00"-W, 94.28 feet to a point;

thence S-13°26'00"-E, 18.36 feet to a point;

thence S-39°39'05"-W, 750.55 feet to a point;

thence S-66°02'00"-W, 384.16 feet to a point;

thence S-21°59'07"-W, 111.24 feet to a point;

thence N-87°42'29"-W, 209.99 feet to a point;

thence N-22°10'01"-E, 717.80 feet to a point;

thence N-04°12'00"-E, 631.69 feet to a point;

thence N-46°46'38"-E, 62.20 feet to a point;

thence S-66°54'27"-E, 723.24 feet to a point;

thence N-86°18'15"-E, 101.24 feet to a point;

thence N-50°05'00"-E, 529.58 feet to a point;

thence N-13°58'40"-E, 48.83 feet to a point;

thence N-64°19'02"-E, 26.68 feet to a point;

thence Northwesterly, along a line that is the arc of a curve deflecting to the left, said curve having a radius of 320.00 feet and a chord of 43.81 feet, which chord bears N-29°36'29"-W, 43.85 feet to a point of tangency;

thence N-33°32'00"-W, 100.00 feet to a point of curvature;

thence Northwesterly, along a line that is the arc of a curve deflecting to the right, said curve having a radius of 530.00 feet and a chord of 92.81 feet, which chord bears N-28°30'37"-W, 92.93 feet to a point;

thence S-33°32'00"-E, 100.00 feet to a point of curvature;

thence Southeasterly, along a line that is the arc of a curve deflecting to the right, said curve having a radius of 380.00 feet and a chord of 14.32 feet, which chord bears S-32°27'14"-E, 14.32 feet to a point;

thence N-49°42'15"-E, 604.70 feet to a point;

thence S-40°13'33"-E, 140.79 feet to a point;

thence S-12°34'53"-W, 464.11 feet to a point;

thence S-00°19'52"-W, 781.90 feet to a point;

thence S-20°53'04"-E, 46.77 feet to a point;

thence S-36°06'31"-E, 58.79 feet to a point;

thence S-00°40'37"-E, 172.07 feet to a point;

thence S-02°14'50"-W, 198.08 feet to a point;

thence S-01°20'07"-W, 306.01 feet to a point;

thence S-80°30'28"-W, 135.20 feet to a point;

thence N-28°05'22"-W, 523.24 feet to a point;

thence N-03°13'00"-E, 452.55 feet to a point;

thence N-10°40'11"-W, 83.45 feet to a point;

thence N-40°16'25"-W, 85.22 feet to a point;

thence N-69°49'09"-W, 83.07 feet to a point;

thence S-85°53'13"-W, 55.68 feet to a point;

thence S-66°00'03"-W, 58.28 feet to a point;

thence N-59°44'00"-W, 33.47 feet to a point;

thence Southwesterly, along a line that is the arc of a curve deflecting to the left, said curve having a radius of 320.00 feet and a chord of 149.68 feet, which chord bears S-16°44'30"-W, 151.08 feet to a point of tangency;

thence S-03°13'00"-W, 264.52 feet to a point of curvature;

thence Southwesterly, along a line that is the arc of a curve deflecting to the right, said curve having a radius of 330.00 feet and a chord of 175.17 feet, which chord bears S-18°36'30"-W, 177.30 feet to a point of tangency;

thence S-34°00'00"-W, 34.95 feet to a point;

thence S-56°00'00"-E, 74.94 feet to a point;

thence S-08°45'05"-E, 87.53 feet to a point;

thence S-40°56'38"-E, 636.14 feet to a point;

thence S-25°11'23"-W, 128.58 feet to a point, said point being the principal place of beginning and containing 105.4053 acres.

PARCEL 2 OF 4
BEING BLOCK P1 OF BARRINGTON
AURORA, OHIO

Situated in the City of Aurora, County of Portage and State of Ohio, and known as being a part of Original Aurora Township Lot No. 17, further bounded and described as follows:

Beginning at an iron pin found at the intersection of the center lines of Chillicothe Road (S.R. 306), 66.00 feet wide, and Garfield Road (S.R. 82), 60.00 feet wide, said point also being the Southeast corner of the aforesaid Original Aurora Township Lot No. 17; thence N-00°19'52"-E, along said center line of Chillicothe Road, 1,600.00 feet to a point in the center line of Barrington Boulevard, 100.00 feet wide (proposed); thence N-89°40'08"-W, along said center line of Barrington Boulevard (proposed), 235.32 feet to a point of curvature; thence Northwesterly, continuing along said center line of Barrington Boulevard (proposed), said line being the arc of a curve deflecting to the right, said curve having a radius of 1,000.00 feet and a chord of 227.86 feet, which chord bears N-83°07'37"-W, 228.36 feet to a point of tangency; thence N-76°35'06"-W, continuing along said center line of Barrington Boulevard (proposed), 345.29 feet to a point of curvature; thence Southwesterly, continuing along said center line of Barrington Boulevard (proposed), said line being the arc of a curve deflecting to the left, said curve having a radius of 1,000.00 feet and a chord of 803.34 feet, which chord bears S-79°43'57"-W, 826.68 feet to a point of tangency; thence S-56°03'00"-W, continuing along said center line of Barrington Boulevard (proposed), 511.39 feet to a point therein; thence S-33°57'00"-E, 50.00 feet to a point in the Southerly line of said Barrington Boulevard (proposed) and the principal place of beginning;

thence S-11°03'00"-W, 141.42 feet to a point in the Northeasterly line of a proposed 20.00 foot widening to the Northeasterly side of Aurora Road (S.R. 43), 60.00 feet wide;

thence N-33°57'00"-W, along said Northeasterly line of the proposed 20.00 foot widening of Aurora Road, 65.00 feet to a point of turnout between said Northeasterly line of the proposed 20.00 foot widening of Aurora Road and the aforementioned Southerly line of Barrington Boulevard (proposed);

thence Northeasterly, along said turnout, which is the arc of a curve deflecting to the right, said curve having a radius of 35.00 feet and a chord of 49.50 feet, which chord bears N-11°03'00"-E, 54.98 feet to a point of tangency in said Southerly line of Barrington Boulevard (proposed);

thence N-56°03'00"-E, along said Southerly line of Barrington Boulevard (proposed), 65.00 feet to the principal place of beginning and containing 0.1087 acres.

PARCEL 3 OF 4
BEING BLOCK P2 OF BARRINGTON
AURORA, OHIO

Situated in the City of Aurora, County of Portage and State of Ohio, and known as being a part of Original Aurora Township Lot No. 17, further bounded and described as follows:

Beginning at an iron pin found at the intersection of the center lines of Chillicothe Road (S.R. 306), 66.00 feet wide, and Garfield Road (S.R. 82), 60.00 feet wide, said point also being the Southeast corner of the aforesaid Original Aurora Township Lot No. 17; thence N-00°19'52"-E; along said center line of Chillicothe Road, 1,450.00 feet to a point therein; thence N-89°40'08"-W, 53.00 feet to a point in the Westerly line of a proposed 20.00 foot widening to the west side of said Chillicothe Road and the principal place of beginning;

thence N-44°40'08"-W, 141.42 feet to a point in the Southerly line of Barrington Boulevard, 100.00 feet wide (proposed);

thence S-89°40'08"-E, along said Southerly line of Barrington Boulevard (proposed), 65.00 feet to a point of turnout between said Southerly line of Barrington Boulevard (proposed) and the aforementioned Westerly line of the proposed 20.00 foot widening of Chillicothe Road;

thence Southeasterly, along said turnout, which is the arc of a curve deflecting to the right, said curve having a radius of 35.00 feet and a chord of 49.50 feet, which chord bears S-44°40'08"-E, 54.98 feet to a point of tangency in said Westerly line of the proposed 20.00 foot widening of Chillicothe Road;

thence S-00°19'52"-W, along said Westerly line of the proposed 20.00 foot widening of Chillicothe Road, 65.00 feet to the principal place of beginning and containing 0.1087 acres.

PARCEL 4 OF 4
BEING BLOCK P4 OF BARRINGTON
AURORA, OHIO

Situated in the City of Aurora, County of Portage and State of Ohio, and known as being a part of Original Aurora Township Lot No. 17, further bounded and described as follows:

Beginning at an iron pin found at the intersection of the center lines of Chillicothe Road (S.R. 306), 66.00 feet wide, and Garfield Road (S.R. 82), 60.00 feet wide, said point also being the Southeast corner of the aforesaid Original Aurora Township Lot No. 17; thence N-00°19'52"-E, along said center line of Chillicothe Road, 1,750.00 feet to a point therein; thence N-89°40'08"-W, 53.00 feet to a point in the Westerly line of a proposed 20.00 foot widening to the west side of said Chillicothe Road and the principal place of beginning;

thence S-45°19'52"-W, 141.42 feet to a point in the Northerly line of Barrington Boulevard, 100.00 feet wide (proposed);

thence S-89°40'08"-E, along said Northerly line of Barrington Boulevard (proposed), 65.00 feet to a point of turnout between said Northerly line of Barrington Boulevard (proposed) and the aforementioned Westerly line of the proposed 20.00 foot widening of Chillicothe Road;

thence Northeasterly, along said turnout, which is the arc of a curve deflecting to the left, said curve having a radius of 35.00 feet and a chord of 49.50 feet, which chord bears N-45°19'52"-E, 54.98 feet to a point of tangency in said Westerly line of the proposed 20.00 foot widening of Chillicothe Road;

thence N-00°19'52"-E, along said Westerly line of the proposed 20.00 foot widening of Chillicothe Road, 65.00 feet to the principal place of beginning and containing 0.1087 acres.

LPK/lpk
D:legals/23

SCHEDULE "B"
OF DISCLOSURE STATEMENT
FOR CLUBSIDE MANOR CONDOMINIUM

August, 1999

ANNUAL AND MONTHLY EXPENDITURES BY CATEGORY
(BASED ON 88 UNITS)

Category	First Year*		Second Year*	
	Annual	Monthly	Annual	Monthly
<i>all</i> Rubbish Removal	\$ 12,936	\$ 1,078	\$ 13,584	\$ 1,132
Landscape Maintenance	31,000	2,583	32,550	2,712
Landscape Extra	14,000	1,167	14,700	1,225
<i>2</i> Exterminating	1,000	83	1,050	88
Snow Removal	27,832	2,320	29,224	2,435
<i>walk</i> (Sidewalks & Driveways)				
<i>walk</i> Management Fee	15,840	1,320	16,632	1,386
Insurance	10,560	880	11,088	924
Maintenance Man P/T	1,000	83	1,050	88
Roof	1,000	83	1,050	88
Printing	250	21	262	22
Legal	300	25	315	26
Accounting	300	25	315	26
Office Supplies	150	12	157	13
Postage	250	21	262	22
Replacement Reserve	<u>26,400</u>	<u>2,200</u>	<u>27,720</u>	<u>2,310</u>
<i>outside</i> TOTAL	<u>\$142,818</u>	<u>\$11,901</u>	<u>\$149,959</u>	<u>\$12,497</u>

PROJECTION OF MONTHLY AND ANNUAL
COMMON AREA EXPENSES PER UNIT

	First Year*		Second Year*	
	Annual	Monthly	Annual	Monthly
<i>every</i> Per Unit	\$ 1,623	\$ 135	\$ 1,704	\$ 142

THE ABOVE AMOUNTS ARE ROUNDED OFF TO THE NEAREST DOLLAR

In addition, an amount (currently \$125 per month) is payable to the Master Association for Assessments pursuant to the Master Declaration (See Document No. 4).

Based on it - elaborated

The estimated amounts set forth in the foregoing two (2) year projections are based on the proposed budgets prepared by R. N. Landis Management Co. (the Management Company for Clubside Manor Condominium) and information obtained from companies providing the above services.

*The above estimated figures are based on 88 Units, the maximum number of Units to be contained in Clubside Manor Condominium, and is not based on the phasing of Units.

(1) The amount payable for landscaping includes landscaping of the Common Areas shown on the site plan (Document No. 14)

(2) The insurance expense included as part of the Common Expense pertains to the insurance to be carried on the Common Areas and Facilities on the Condominium Development. This insurance expense does not include the insurance the Purchaser will carry on an individual Unit. The cost of insurance carried by the Association on the Common Areas and Facilities can vary greatly depending upon what is insured, the type of coverage, the limits of the coverage, how comprehensive the coverage, and the individual insurance carrier. Each Unit's share of the insurance expense included as part of the Common Expense is determined in the same manner as is used in determining each Unit's share of Common Expense, i.e., by multiplying the insurance cost for the year by the percentage of ownership in the Common Areas and Facilities, and dividing the result by twelve to arrive at the monthly expense. For the monthly insurance expense attributable to each type of Unit for the first and the second year refer to the Annual and Monthly Expenditures By Category.

The projection of the insurance expense is based upon current coverage provided by _____, _____, Ohio 44130. A summary of the insurance coverage is attached to this Schedule "B".

(3) The dollar amount of operating and maintenance expenses are shown above.

(4) Electricity, gas, water and sewer charges for each Unit Owner are separately metered, submetered and/or assessed to each Unit Owner and are not a Common Expense. The average monthly amount of utility charges for the Units, based upon information obtained from the various utility companies furnishing the utilities and services, are estimated to be in accordance with the following:

<u>UTILITY</u>	<u>MONTHLY FIRST YEAR</u>	<u>MONTHLY SECOND YEAR</u>
Electricity*	\$110	\$116
Water**	\$100	\$105
Sewer	\$ 45	\$ 47
Gas	\$100	\$105

* Does not include cost of operating air-conditioning. Assumes a family of 2 adults and one child.

** Does not include the estimated charge for the sprinkler system which will be separately metered and assessed to each Unit Owner.

It should be understood that electricity, gas, water and sewer costs can vary significantly between two identical Units for a number of reasons, including the number of appliances in the Units, the amount of time spent in the Unit by the respective occupants, the size and ages of the family occupying the respective Unit, the extent of conservation measures used by the respective occupants, the level at which the thermostat is set, the personal habits of the respective occupants, fluctuations in rates charged by the utility companies, and other variable factors.

(5) The management fee is calculated at the rate of \$15.00 per Unit per month for the first year and \$15.75 per Unit per month for the second year.

(6) The condominium instruments make it mandatory for the establishment of a reserve fund to finance the cost of repair or replacement of the components of the Common Areas and Facilities. In anticipation of the possibility of future major repair costs, for roofs, gutters, drives, driveways, repainting building exteriors, etc., the dates and costs of which cannot be reasonably determined, the Developer has provided for the establishment of a Replacement Reserve fund in the amount of \$26,400.00 for the Units for the first year and \$27,720.00 for the Units for the second year as shown in this Schedule "B". The Association shall have full discretion over the amount of disbursements from or future contributions to this reserve. Pursuant to the Purchase Agreement, an additional contribution equal to two (2) months' Common Area charges is being funded from escrow upon the sale of each Unit. The Developer anticipates little or no payments from the Replacement Reserve the first and second years because most repairs and replacements will be under warranty.

(7) Rubbish removal is based upon an estimate obtained from a private rubbish hauling firm of \$12.25 per Unit per month for the first year and \$12.86 per Unit per month for the second year.

(8) In addition to the Common Expenses payable to Clubside Manor Owners' Association, Inc. for expenses of the Condominium Development, each Unit Owner will be making payments to the Master Association pursuant to the Master Declaration, in the sum of \$125.00 per Unit per month. Said payments will be for the cost of the operation, maintenance and repair of the matters over which the Master Association has responsibility, such as maintenance and repair of Common Areas, including entrances to Barrington and the private roads (i.e. Master Association Roads) within Barrington, irrigation, office expense, security, signage, snow removal, Common Area utilities, drainage, landscaping, grounds maintenance, insurance, management, legal and accounting, replacement reserve, real estate taxes (Common Area) and miscellaneous expenses. The Master Association is responsible for the maintenance and repair of the storm detention ponds within the Condominium Development; and the Association (Clubside Manor Condominium Owners' Association, Inc.) is responsible for the maintenance and repair of any amenities around such storm detention/retention basins, such as decks, patios or gazebos, if any.

(9) It should be noted that the projections set forth in this Schedule "B" are based on the Developer's prediction of what the expenses will be based on the Developer's building and management experience and information obtained from companies providing the services set forth herein. However, it is impossible to predict with certainty what such expenses will be for such two (2) year period and, therefore, this Schedule "B" will be updated to reflect any changes in the projections.