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CUYAHOGA COUNTY RECORDER
PATRICK J. O'MALLEY
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200307241519

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS**

OF

**MORELAND MEWS
MORELAND HILLS, OHIO**

BEING DEVELOPED BY:

Aspen Ridge, L.L.C.

TRANSFER NOT REQUIRED

JUL 24 2007

This Instrument Prepared By:

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DECLARATION OF COVENANTS, CONDITIONS
EASEMENTS AND RESTRICTIONS OF
MORELAND MEWS
MORELAND HILLS, OHIO ("Declaration")

THIS DECLARATION made as of the 27th day of June, 2003 by Aspen Ridge, L.L.C. an Ohio limited liability company (referred to herein as the "Developer").

PREAMBLE

A. The Developer is the owner of Property in the Village of Moreland Hills, Cuyahoga County, Ohio legally described on Exhibit "A", and desires to create thereon a subdivision in accordance with the Plat and in accordance with the requirements of the Planning and Zoning Code of the Village of Moreland Hills and Cuyahoga County and a Settlement Agreement dated December 29, 1999 between the Developer and the Village of Moreland Hills (the "Settlement Agreement").

B. The Property is a cluster home/single family home subdivision consisting of 17 buildings located on a total of 17 separate Living Unit Lots known as Lot Nos. 1 through 17 of Moreland Mews Subdivision as shown by Plat recorded in Volume 316, of Maps 06, Page 07 of Cuyahoga County Plat Records, Living Units constructed on said sublots, and the Common Areas shown on the Plat (including Association Roads).

C. The Owners of Living Units within the Property have common interests, which common interests consist of distinct housing type and special services and Common Areas such as exterior maintenance or Perimeter Walls by the Association, maintenance of Originally Installed Landscaping by the Association; and ownership and maintenance of certain Commons Areas (including Association Roads) by the Association.

D. In order to establish the Property as a "Cluster Home Subdivision", the Developer is submitting the Property to this Declaration.

E. The Property consists of Living Unit Lots, Living Units and the Common Areas.

F. The Developer 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; (d) the use and maintenance of the Areas of Common Responsibility; (e) the compliance with the Planning, Zoning and Subdivision Codes of the Village of Moreland Hills and the Settlement Agreement; and (f) the protection of values within the Property. The foregoing is being provided so that the residents of the Property may enjoy a quality environment for themselves and their families. For such purpose, the Developer has prepared this Declaration to define the manner in which the Property will be governed and administered.

G. A homeowner's 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 within the Property and to pay the cost and expense of operating, maintaining, repairing and replacing the Areas of Common Responsibility. The Developer has assigned such functions to Moreland Mews Homeowners Association, Inc., a corporation not-for-profit, that Developer has caused to be created under the laws of the State of Ohio.

NOW, THEREFORE, Developer declares the Property to be subjected to this Declaration and will 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 Declaration, which Covenants and Restrictions will run with the Property and will be binding on and inure to the benefit of all Persons having any right, title or interest in or to any part of the Property, and their respective heirs, personal representatives, successors and assigns.

ARTICLE I
PREAMBLE; PROPERTY SUBJECT TO THIS DECLARATION

Section 1.1 - Preamble

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

Section 1.2 - Property

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

ARTICLE II
EXHIBITS AND DEFINITIONS

Section 2.1 - Exhibits

The following Exhibits are attached to and made a part of this Declaration:

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 Declaration are defined as follows:

(a) "AREAS OF COMMON RESPONSIBILITY". The areas of Common Responsibility will mean and refer to: (1) the Common Areas; (2) 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; (3) any security facilities, walls and fences; (4) Association Roads (hereinafter defined) and signs, street lights (if any) and walks or pathways (if any); (5) storm drainage that generally serves the Property and ponds, including storm retention and detention ponds; (6) sanitary sewer lines; (7) water laterals extending to Living Units and other facilities of Moreland Mews; (8) exterior maintenance, repair and replacement of Living Units and maintenance of Originally Installed Landscaping in accordance with Section 6.4 hereof; (9) real and personal property owned by the Association; (10) real and personal property not owned by the Association but determined by the Board to be the responsibility of the Association; (11) together with those areas, if any, which contract with any commercial establishment or association, or with any local governmental authority become the responsibility of the Association. Any public rights-of-way within or adjacent to the Property, may be part of the Areas of Common Responsibility.

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

(c) "ASSESSMENTS". The assessments levied against all Owners of Living Units to fund Common Expenses.

(d) "ASSOCIATION". Moreland Mews Homeowners 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 Declaration.

(e) "ASSOCIATION ROAD". Any private street which is at any time constructed on the Property which the Developer at any time offers to dedicate by easement, deed, plat or otherwise, to the 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 adjacent to any such street or other thoroughfare. An Association Road will be titled in the name of the Association.

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

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

(h) "CODE". The Code of Regulations of the Association.

(i) "COMMON AREAS". All real and personal property now or hereafter owned by the Association or otherwise held for the common use and enjoyment of the Owners or Occupants. Common Areas will include the Entrances of the Property referred to in subparagraph (a) of this Section, Association Roads, and those areas of land intended for the common use, benefit and enjoyment of all Occupants of the Property. Any Owner may delegate,

in accordance with the 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 will 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.

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

(k) “COUNTY“. Cuyahoga County.

(l) “DESIGN REVIEW COMMITTEE“. The committee created by this Declaration and granted original jurisdiction to review and approve or disapprove exterior and structural improvements, landscaping, additions and changes within the Property.

(m) “DEVELOPER“. Aspen Ridge, L.L.C., an Ohio limited liability company , and the specifically designated successors or assigns of any of their rights as Developer under this Declaration or under any supplement to this Declaration involving the Property as the same may be expanded or contracted from time to time. No person, real or corporate, will be deemed to be a successor, alternate or additional Developer for the purposes of this Declaration unless and until such person or entity has been specifically so designated by Developer herein, by instrument in writing and placed of record, and will be deemed a successor and assign of Developer only to the particular rights and interests of Developer under this Declaration or under a supplement to this Declaration. The Developer is also referred to herein as the “Original Developer”.

(n) “ELIGIBLE MORTGAGE HOLDERS“. Eligible Mortgage Holders will 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.

(o) “LIVING UNITS“. All units of residential housing to be situated on the Property permitted to be constructed or created upon the Property under any applicable zoning code that now exists or may hereafter be amended, provided, further, the term Living Unit will also include all portions of the lot owned as a part of any structure thereon.

For the purposes of this Declaration, a Living Unit will 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 for the Living Unit by the governmental authority having jurisdiction over the same.

(p) “LIVING UNIT LOT“. The lot upon which the Living Unit is constructed.

(q) "MEMBER". A person or entity entitled to membership in the Association, as provided herein.

(r) "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.

(s) "OPEN SPACES". Land that is assigned as private open space use, including "common land" and "open spaces".

(t) "ORIGINAL DEVELOPER". Aspen Ridge, L.L.C., an Ohio limited liability company.

(u) "ORIGINALLY INSTALLED LANDSCAPING". The landscaping installed in connection with the construction of a Living Unit on a Living Unit Lot in accordance with the landscape plan approved by the Design Review Committee and determined by the Design Review Committee as Originally Installed Landscaping.

(v) "OWNER". The record Owner of fee simple title in any Living Unit, including the Developer (except as otherwise provided herein) with respect to any unsold Living Unit, but Owner will 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 Declaration, the Owner of Living Units that are rented to others will 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 will 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 will be necessary to cast any vote to which such Owners are entitled.

(w) "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 and/or Living Unit Lot.

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

(y) "PLAT". The plat of the Property recorded in Plat Cabinet ____, Slide Nos. ____ of Cuyahoga County plat records consisting of Lot Nos. 1 through 17, Moreland Mews and Common Areas, as the same may be supplemented, modified and amended from time to time.

(z) "PERIMETER WALLS". Fences, garden walks, walls and gates situated within the Common Areas and on Living Unit Lots.

(aa) "PROPERTY". The land described in Exhibit "A".

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(bb) "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 Association, as such rules and regulations may be adopted from time to time by the Board or the Design Review Committee to implement and carry out the provisions and intent of this Declaration.

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

(dd) "VILLAGE". The Village of Moreland Hills.

ARTICLE III EASEMENTS

Section 3.1 - Utility Easements

There is hereby reserved in favor of Developer and granted to the Association, its 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 will be expressly permissible for Developer and the 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 will not materially impair or interfere with any Living Units 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 Design Review Committee; or unless the same are shown on a recorded plat. There is hereby reserved in favor of the Developer and the 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 Association Roads, and any sidewalks, walkways, and parking areas in favor of the Developer, the Association, all Owners, Occupants, 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 Developer and/or the Association may limit this right of ingress and egress by a Subsequent Amendment

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Section 3.3 - Common Areas

Developer, all Owners, Occupants and the guests of such parties will have the right to enter upon, use and enjoy the Common Areas for their intended purposes in accordance with this 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 will 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 will indemnify and save harmless the Developer, the 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 will 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 will have an easement for ingress and egress over and across the Association Roads and any other roads or drives within the Property for the performance of their respective duties.

Section 3.6 - Easement for Encroachments

If by reason of the construction, repair, restoration, partial or total destruction and rebuilding, or settlement or shifting of any of the Living Units, (a) a Party Wall of a Living Unit will encroach upon the Living Unit Lot of the Living Unit sharing the Party Wall, easements are hereby created in favor of the Owner of such encroaching Party Wall for the maintenance of such encroachment; or (b) any other part of the Living Unit will encroach upon any part of the Common Areas, easements in favor of the Owner of the Living Unit are hereby established for the maintenance of such encroachment; provided, however, in no event will a valid easement for any encroachment be created in favor of an Owner if such encroachment occurs due to his willful misconduct.

Section 3.7 - Drainage Rights and Authority to Transfer Drainage and other Easement Rights to the Village

The Developer, each Owner, the Association and the Village will have the non-exclusive right and easement in common to utilize the waterways, courses, storm sewers, drainage pipes and retention basins in, over and upon the Common Areas for the purposes of drainage of surface

waters on the Property, said rights-of-ways and easements being hereby established for said purpose. It will be the obligation of the Association to properly maintain, repair, operate and control such drainage system on the Common Areas.

Developer and (after transfer of the Common Areas) the Association will have the right to grant easements for the installation and maintenance of sanitary sewers, storm sewers, drainage, and swales to the Village. No owner will in any way hinder or obstruct the operation or flow of the drainage system. No structures (including but not limited to, sidewalks and driveways), plantings or other materials will be placed or permitted to remain within such easement areas which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas or which may change, retard or increase the flow of water through the respective easement areas. The easement areas and all improvements therein will be maintained continuously by the Association unless those easement areas are accepted by the Village by formal action of the Village.

Section 3.8 - Parking in Common Areas

Ownership of a Living Unit will entitle the Owner or Occupant of the Living Unit to the reasonable use of parking spaces situated within the Common Areas near and convenient to such Living Unit, together with the right of ingress and egress to such parking area. There will be no parking of motor vehicles on Association Roads, except that the Developer and/or the Board may designate certain on-street parking areas for only visitors or guests on a temporary basis subject to reasonable rules and regulations, and subject to applicable laws.

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 Association Roads. The type, size and location of the signs will be subject to the approval of the Design Review Committee and subject to the laws of the County, the Village and other governmental authorities having jurisdiction.

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

Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and sale of Living Units is continuing, it will be expressly permissible for Developer to maintain and carry on upon portions of the Common Areas such facilities and activities as, in the sole opinion of Developer, may be reasonably required, convenient, or incidental to the construction or sale of Living Units, including, but not limited to, administrative/customer services, construction offices/trailers, parking signs, identification signs, model units, and sales and resales offices, and the Developer, its guests, licensees and invitees will have an easement for access to all such facilities. The right to maintain and carry on such facilities and activities will specifically include the right to use Living Units owned by the Developer, as models and sales offices. Developer 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 County. This Section may not be amended or modified without the express written consent of the Developer.

Section 3.11 - Maintenance Easement

There is hereby reserved for the benefit of the Association and its agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement to enter upon any Living Unit Lot 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 will not impose any duty or obligation upon Developer or the Association to perform any such actions (unless otherwise provided herein - e.g. see Section 6.4); and provided, further, that in the exercise of its rights hereunder the Association will be entitled to be reimbursed by such Owner pursuant to Article VII hereof. Furthermore, the Association is granted easement rights to enter upon a Living Unit Lot for the purposes set forth in Section 6.4 hereof (*i.e.* the maintenance of Originally Installed Landscaping). Each Owner is granted a limited easement to enter upon the adjoining Living Unit Lot for the limited purpose of maintaining the Owner's Living Unit. The entry must be temporary. No heavy equipment is permitted unless approved by the Association. The Owner must notify the adjacent Owner at least 24 hours in advance of any entry. In addition, the Owner will indemnify the adjacent Owner for any damage which might be incurred. This limited easement does not create the right to place any permanent structures on the adjoining Living Unit.

Section 3.12 - 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 and 3.2 are definable within specific areas, the Developer or the Association (with the Developer's prior written consent so long as Developer is a Class "B" Member) will 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 County, Village and other public authorities having jurisdiction over the same. The Developer or the 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 3.13 - 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, will run with said lands, perpetually and at all times will inure to the benefit of and be binding upon the Developer, its successors and

assigns, and any Owner, Tenant, Occupant, purchaser, mortgagee, the Village or other Person having an interest in the Property, or any part or portion thereof. Reference to the easements and rights described in any part of this Declaration, in any deed of conveyance, lease, mortgage, trust deed, declaration for another type of residential association, or other evidence of obligation, will 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 their successors and assigns, as easements appurtenant to the remainder of such properties, easements created by this Declaration for the benefit of any Owner, Tenant, Occupant, purchaser, mortgagee, the Village 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

Developer will convey the Common Areas to the Association. Such conveyance will have priority over all liens and encumbrances whatsoever except the easements, covenants, restrictions and provisions of this 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. Developer will cause the mortgagee of the Common Areas to subordinate its mortgage on such areas in favor of this Declaration. The Association will hold title to said parcels subject to the provisions of this Declaration.

Section 4.2. - Use of Common Areas

Any Owner may delegate, in accordance with the Code of the 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 will be deemed to have made a delegation of all such rights to the Occupants or Tenants of any leased Living Unit.

ARTICLE V
THE ASSOCIATION

Section 5.1 - Existence

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

Section 5.2 - Membership and Voting Rights

(a) Classes of Membership

The membership of the Association is and will be divided into two classes:

(1) Class "A" Membership. Each Owner of a Living Unit (including without limitation, the Developer if the Developer is the record titleholder of a Living Unit) will automatically be a Class "A" Member of the Association. The Class "A" Membership is appurtenant to the ownership of each Living Unit and will not be separable from the ownership of any Living Unit and will be deemed to have been terminated with any voluntary or involuntary conveyance of any Living Unit, 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 will immediately and automatically become a Member of the Association with all rights and responsibilities relative thereto. No Owner, whether one or more persons, will have more than one membership per Living Unit owned.

(2) Class "B" Membership. The Developer will automatically be the sole Class "B" Member of the Association.

(b) Voting Rights

(1) Class "A" Member. Class "A" Members will be entitled to one equal vote for each Living Unit in which they hold the interest required for membership under Section 5.2(a)(1) hereof; there will be only one vote for each Living Unit.

In any situation where a Member is entitled to exercise a vote and more than one Person holds the interest in such Living Unit required for membership, the vote for such Living Unit will be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the vote of the Living Unit will be suspended if more than one Person seeks to exercise it.

(2) Class "B" Member. The Class "B" Member will be the Developer. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the Code, are specified elsewhere in the Declaration and the Code. The Class "B" Member will be entitled to appoint a majority of the members of the Board during the Class "B" Control Period, as specified in Article II, Section 1 of the Code. After termination of the Class "B" Control Period, the Class "B" Member will have a right to disapprove actions of the Board and any committee as provided in Article I, of the Code. The Class "B" membership will terminate and become converted to Class "A" membership in accordance with Article I, Section 2 of the Code.

Section 5.3 - Board and Officers of the Association

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

Section 5.4 - Rights of the Association

Notwithstanding the rights and easements of enjoyment and use created in Article III of this Declaration, and in addition to any right the Association will have pursuant to this Declaration or in law, the Association will 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 Association in accordance with its Articles and Code and subject to the provisions of this 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 will require the vote of a majority of the Class "A" Members and the vote of the Class "B" Member, and provided further that such successor will agree, in writing, to be bound by the easements, covenants, restrictions and spirit of this 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 Association is responsible or has a right to maintain, repair or construct. Such entry will be made with as little inconvenience to the Owner and Occupants thereof as practicable and any damage caused thereby will be repaired by the 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 ASSOCIATION

The Association will have the exclusive duty to perform the following functions:

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

The Association will maintain the Areas of Common Responsibility in a clean, safe, neat, healthy and workable condition and in good repair, and will promptly make all necessary repairs and replacements, structural and nonstructural, ordinary as well as extraordinary, subject only to the provisions of this Declaration. The Association may provide equipment and supplies necessary for the maintenance (including landscape maintenance) and enjoyment of such property. All work performed by the Association under this Article will 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, and all associated landscaping and other related facilities such as mail house structure, walkways, benches, sprinkler systems, signs, lighting, traffic control devices, decorative or screening walls and fences, ponds and fountains and pumps situated at or in the vicinity of the entrance to the Property. The Association will also pay or reimburse the Developer for any real estate taxes assessed with respect to any such entranceway area and the improvements thereon, and the Association will unconditionally accept a deed to and hold title to such portions of the Common Areas and the improvements thereon that are the Association's responsibility to maintain.

(b) Perimeter Walls. To maintain, repair and replace any fences, garden walks, walls and gates situated within the Common Areas and on Living Unit Lots.

(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.

(d) Roads and Median Strips; Parking. To accept and hold title to, the Association Roads, and to maintain (including snow removal), repair and replace all such Association Roads, bridges, culverts and other crossings (as well as all signs, lighting and devices for the control of traffic within the rights of way of such 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, signage or other improvements within any median strip now or hereafter along the Association Roads. Off street parking off of Association Roads will be utilized only for temporary guest parking.

(f) Drainage System. To maintain all lakes, ponds (including retention and detention 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 in clean and sanitary condition and in good order and repair and to make all replacements and renewals necessary to so maintain the same.

(g) Sanitary Sewer System. To maintain the sanitary sewer lines within the Property that are not the responsibility of the Village.

(h) Common Areas. To maintain the Common Areas in good and attractive condition, for the use and enjoyment of Owners. The Association will also pay or reimburse Developer for any real estate taxes and assessments assessed with respect to any such Common Areas, and the Association will, accept a deed to and hold title to such areas. The obligations set

forth in this subsection will be deemed to run with and burden the party accepting any such deed and title to the Common Areas.

(i) 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.

(j) Maintenance of Non-Association Property. The Association will maintain property which it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the community-wide standard.

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

Section 6.2 - Taxes and Assessments

The Association will pay all taxes and assessments levied against portions of the Property owned by the Association and levied against the Common Areas, including, without limitation, personal property taxes, general real estate taxes and special assessments certified by the applicable public authority following conveyance of such property to the Association, the same to be prorated to the date such property is created as a separate tax parcel and is submitted to this Declaration.

Section 6.3 - Utilities

(a) The Association will pay all charges for water, 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 Association. All such utility services will be contracted for, metered and billed by and through the Association.

(b) The Association will further pay all charges for maintenance and repair of the sanitary sewer system owned and/or operated by the Association.

Section 6.4 - Exterior Maintenance, Originally Installed Landscaping and Perimeter Walls

In addition to the maintenance and repair of the Common Areas, the Association will provide exterior maintenance, repair and replacement for each Living Unit as follows: Party Walls, snow removal from driveways and roads and walks up to the stoop, maintenance of the Originally Installed Landscaping and Perimeter Walls. Such exterior maintenance will not include glass surfaces, decks and patios. If the need for maintenance, repair or replacement is caused through the willful or negligent act of the Owner or Occupant, or members of their respective families or their guests or invitees, the Association will not make such repair or replacement unless the repair or replacement is not promptly commenced or is not diligently or continuously completed, in which event the Association will make such repair or replacement

and the cost of such repair or replacement will be added to and become part of the Assessment for which such Living Unit is subject.

Section 6.5 - Insurance and Reconstruction

(a) Insurance. The insurance which will be carried upon the Common Areas will be governed by the following provisions:

(1) Casualty Insurance. The Association will carry casualty insurance on all insurable improvements comprising the Common Areas and all personal property as may be owned by the Association and for which the Association is responsible.

(2) Liability Insurance. The Association will insure itself, the members of the Board, the Owners and Occupants of Living Units against liability for personal injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Common Areas, including, without limitation, water damage, legal liability, hired automobile, non-owner automobile and off-premises employee coverage, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000) in respect to personal injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000) in respect to any one occurrence, and to the limit of not less than One Million Dollars (\$1,000,000) in respect to damage to or destruction of property arising out of any one accident. All liability insurance will contain cross-liability endorsements to cover liabilities of the Owners as a group to an Owner. In the event the insurance effected by the Association on behalf of the Owners and Occupants of Living Units who are not Owners against liability for personal injury or property damage arising from or relating to the Common Areas will, for any reason, not fully cover any such liability, the amount of any deficit will be a Common Expense to the Owners. The Association will also obtain directors (trustees) and officers liability coverage, if reasonably available.

(3) Fidelity Bonds. A fidelity bond indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association, the Board or the Owners in such amount as the Board will deem desirable, but in no event will the amount of the bond be less than an amount equal to three months' Assessments. The fidelity bond will name the Association (or the Insurance Trustee) as the obligee, and the premium for such bond will be a Common Expense. Such bond will contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond will provide that it may not be canceled for non-payment of any premiums or otherwise substantially modified without ten days prior written notice to the Association and to all Eligible Mortgage Holders.

(4) Premiums. Premiums upon insurance policies purchased by the Association will be paid by the Association at least 30 days prior to the expiration date of such policies and will be assessed as Common Expense.

(5) Unit Owner Insurance. Each Owner must, at his own expense, obtain insurance: (A) covering his Living Unit (including any Party Wall); and (B) covering the contents of his Living Unit.

(6) Rating of Insurance Company. All policies for insurance of the Association will 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.

Section 6.6 - Management

The Association will provide the management and supervision for the operation of the Areas of Common Responsibility. The Association will establish and maintain such policies, programs and procedures to fully implement this Declaration for the purposes intended and for the benefit of the Members and may, but will 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 will 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 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 will be for a period longer than three years (subject to the right of either party to terminate the management contract without cause and without payment of a termination fee upon 90 days' written notice to the other party), and provided, further, that the Board may designate a different managing agent with whom the Association will 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 Developer or owned by, associated with, controlled or employed by any partner, shareholder, officer, director, agent, or employee of Original Developer and may be for a period of time not to exceed three years (subject to the right of either party to terminate the management contract without cause and without payment of a termination fee upon 90 days' written notice to the other party), in Original Developer's sole discretion.

Section 6.7 - Upgrading

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

Section 6.8 - Enforcement

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

Section 6.9 - Rules and Regulations

The Association, through the Board, may make and enforce reasonable rules and regulations governing the Areas of Common Responsibility, which rules and regulations will be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote. The Board will, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions will be as provided in the Code of the Association. An Owner will 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 Association, through the Board, may, by contract or other agreement, enforce Village ordinances or permit the Village or other governmental authority having jurisdiction to enforce ordinances on the Property for the benefit of the Association and its Members.

Section 6.10 - General

The Association will perform and carryout all other duties and acts reasonably necessary to give effect to and implement the intent of the provisions of this Declaration.

Section 6.11 - Original Developer's Rights

During the Class "B" Control Period, the Original Developer will exercise all or any of the powers, rights, duties and functions of the 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 Developer's blanket policy (if any), the right to perform each duty and obligation of the Association set forth herein, the right to collect assessments and disburse all funds of the Association, and the right to have a lien (and to foreclose said lien) on a Living Unit for unpaid assessments in the manner and to the extent granted to the Association as herein provided.

ARTICLE VII
COVENANTS AND RESTRICTIONS

The intent of this 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 will be applicable to the Owners, Land Contract Vendees, Lessees, Tenants and Occupants of the Property. The following Covenants and Restrictions will be broadly construed and interpreted in furtherance of this intent. The Association, acting through its Board, will have standing and the power to enforce such standards.

The Association, acting through the Board, will 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 will include, without limitation, the power to regulate the speed and flow of traffic on private roads within the Property. Such regulations and use restrictions will be binding upon all Owners, Land Contract Vendees, Lessees, Tenants and Occupants.

Section 7.1 - Covenant of Good Maintenance

Each Owner and Occupant will have the exclusive duty to perform the following functions:

(a) Maintenance and Repair.

(1) Each Owner and Occupant of a Living Unit will maintain such Living Unit in good condition and repair and will keep the exterior and interior of such Living Unit and the adjacent Common Areas free from debris, rubbish, rubble and other conditions created by such Owners or Occupants or their guests.

(2) If a repair or replacement required of an Owner is not promptly commenced or is not diligently and continuously completed by Owner, the Association will have the right (but not the obligation) to commence or complete the repair or replacement and will charge the Owner for the cost thereof (together with a reasonable charge for the Association's overhead or administrative costs). If said charge is not paid by the Unit Owner, the Association will levy a special Assessment against the Owner.

(b) Snow Removal. Each Unit Owner and Occupant will keep any patios, decks, stoops and steps free of unreasonable accumulations of snow and ice.

Section 7.2 - Trailers

No temporary buildings, trailer, recreation vehicle, garage, tent, shack, barn, or any similar structure will 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, Perimeter Walls, trees, hedges, and shrub plantings will be maintained in a slightly and attractive manner, and will not obstruct the right-of-way sight lines for vehicular traffic. Fences or walls, which must be iron or masonry, stucco walls of any kind and landscaping of any kind will not be erected, begun or permitted to remain upon any portion of the Property unless approved by the Design Review Committee or unless originally constructed by Developer.

Section 7.4. - Nuisance

No noxious or any activity constituting an unreasonable source of discomfort or annoyance will be carried on upon any portion of the Property (including the Living Units situated thereon), nor will anything be done thereon that may be or become a nuisance or annoyance to other Owners. The Board will 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 will be raised, bred or kept on any portion of the Property (including the Living Units situated thereon) without the approval of the Board, except that dogs, cats, birds and other customary household pets approved by the Board may be kept, subject to Rules adopted by the 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 will be permanently removed from the Property upon three days’ written notice from the Board. Dogs will 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 Board will have absolute power to prohibit a pet from being kept on the Property or within a Living Unit if the Board finds a violation of this Section.

Section 7.6. - Signs

No sign or other advertising device of any nature will be placed upon any portion of the Property except for signs and advertising devices installed by or at the direction of the Design Review Committee, or which the Design Review Committee approves as to color, location, size and similar characteristics. “For Rent” and “For Sale” signs are prohibited. Notwithstanding the foregoing, the restrictions of this Section 7.6 will not apply to Developer.

Section 7.7 - Storage of Material and Trash Handling

No lumber, metals, bulk material, refuse, or trash will 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 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 will be stored in such manner that they cannot be seen from adjacent and surrounding property. No dumping or rubbish will be permitted on any portion of the Property. Anything herein to the contrary notwithstanding, the Association or the 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.

Section 7.8 - Commercial or Professional Uses

Except as expressly permitted in this Declaration, or by Rules adopted in accordance with this 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, will 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 will 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 Board (or Covenants Committee referred to in the Code) first obtained. Such approval will 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 Village 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 Board (or Covenants Committee). The Board may adopt Rules which intensify, relax or amend the prohibitions of this Article. Nothing in this Section will preclude the leasing of the Living Unit by the Developer or an Owner; the right of the Developer or the Board (or firm or agent employed by the Developer or Board) to approve commercial activities such as charity events, temporary food and beverage operations, the right of the Developer to maintain brokerage offices for sales of and new sales of Living Units and resales of Living Units and the right of the Developer to utilize a Living Unit for office purposes.

Section 7.9 - Storage of Vehicles and Machinery; No Parking on 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, will be stored on any driveway or other area in or upon the Property,

except in the confines of garages, or parking areas approved by the Design Review Committee. No machinery of any kind will 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. Furthermore, there will be no parking of motor vehicles on the Association Roads, except that the Developer and/or the Board may designate certain on-street parking areas for temporary use by visitors or guests subject to reasonable rules and regulations, and subject to applicable laws.

Section 7.10 - Firearms; Preservation of Wildlife

Firearms, ammunition and explosives of every kind will not be discharged, nor will any traps or snares be set, nor will any 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 except with the prior written approval of the Board.

Section 7.11 - Control of Trucks, Commercial Vehicles

No tractor trailers, commercial tractors, commercial vehicles, road machinery or excavating equipment will 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

All vehicular traffic on the Association Roads will be subject to the provisions of the laws of the State of Ohio, County of Cuyahoga, and the Village concerning operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic on the Association Roads, including reasonable safety measures and speed limits. The Association will 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 Cuyahoga or the Village, and such rules and regulations promulgated by the Association, the more restrictive rules and regulations will 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. All vehicles of any kind and nature which are operated on the Association Roads will be operated in a careful, prudent, safe, and quiet manner.

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, satellite dishes and the like will be placed or maintained above the surface of the ground in any portion of the Property

without the prior approval of the Design Review Committee. This provision will not apply for temporary facilities for the construction or repair of any building or other structure.

Section 7.14 - Construction Materials, Exterior Appearance, and Lights for Exterior of Residences

Each Living Unit shall be a minimum of 3,000 square feet. Only stone, brick, wood or stucco may be used for the construction of the Living Units and the roofs shall be wood shingles, asphalt shingles or copper. The exterior of any building or structure in the Property will not be altered, modified, changed or redecorated in such a way as to change the appearance or decor of the structure, nor will any of the landscaping appurtenant to such building or structure be materially changed without the express written authorization of the Design Review Committee. The provisions of this paragraph are subject to the provisions of Section 8.2 of this Declaration.

Section 7.15 - Grading

No Person will change the grade on any portion of the Property without first obtaining the consent of the Design Review Committee and the Village of Moreland Hills is required.

Section 7.16 – INTENTIONALLY OMITTED

Section 7.17 - Compliance with Moreland Hills Village Codes

Each Owner will comply with applicable sections of the Village of Moreland Hills Housing Code. It is agreed that a violation of any such requirements or any restriction, condition, covenant or restriction imposed now or hereafter by the provisions of this Declaration is a nuisance per se that can be abated by the Association or such governmental authority.

Section 7.18 - Use of the Name “Moreland Mews”.

No Person will use the word “Moreland Mews” or any derivative thereof in any printed or promotional material without the prior written consent of Developer. However, Owners may use the name “Moreland Mews” in printed and promotional material where such word is used solely to specify that particular property is located within Moreland Mews.

Section 7.19 - Party Walls

(a) Each wall which is built as part of the original construction of a Living Unit upon the Property and placed on the dividing line between three Living Unit Lots will constitute a party wall (“Party Wall”), and, to the extent not inconsistent with the provisions of this Section. The Association will be responsible for the maintenance, repair and replacement of a Party Wall pursuant to Section 6.4 hereof and for Casualty Insurance covering the Party Wall pursuant to Section 6.5(a) hereof.

(b) Each Owner sharing a Party Wall will have the full right to use the Party Wall for the support of the beams and structural materials or in any other lawful manner not prohibited hereby; provided, however, that such use will not injure, impair the strength of, or endanger the wall, foundation or other portion of the Living Unit of the other Owner, and will not impair or endanger the Party Wall benefits and supports to which the adjoining Living Unit is entitled.

(c) Neither Owner of a Living Unit sharing a Party Wall may extend or increase the height of the Party Wall except upon the written approval of the other Owner, the Design Review Committee and the Eligible Mortgage Holders on both Living Units. No such extension or increase in height may be made which impairs the strength or injures the existing wall or the foundation of the buildings. In the event of such extension or increase in the height of the Party Wall, the other Owner will have the right to use the extended or heightened part of the wall by paying to the construction party one-half of the costs of such part of the Party Wall, as he will use. Any extension or increased height of the Party Wall will be a Party Wall, become part of the existing Party Wall and be subject to the terms hereof.

(d) In the event of any dispute arising concerning a Party Wall, or under the provisions of this Section, such dispute will be submitted to arbitration pursuant to Section 15.9 of this Declaration.

Section 7.20 - Sale, Leasing or Other Alienation of Living Units

(a) Owner's Right of Transfer. The Association will have no right of first refusal with respect to the purchase or lease of a Living Unit, and an Owner will be able to transfer his Living Unit freely by sale, gift, devise, lease or otherwise without restriction except as provided in subsection (b) below.

(b) Owner's Right to Lease Living Unit. An Owner will have the right to lease all (but not less than all) of his Living Unit upon such terms and conditions as the Owner may deem advisable, except that no Living Unit will be leased or sub-leased for transient or hotel purposes. Any lease or sublease of a Living Unit for a period of less than six months will be deemed to be a lease or sublease for transient or hotel purposes. Any lease or sublease of a Living Unit will be in writing and will provide: (1) that the lease or sublease will be subject to the terms of this Declaration, the Code and Rules and that failure of a lessee to comply with the terms of this Declaration, the Code and Rules will be a default under the lease or sublease; (2) that the Association will have the right to require the Owner to deposit with the Association such amount as the Association will consider appropriate as security to provide funds for repairs and to assure compliance with this Declaration, the Code and Rules. The limitations with respect to the leasing of Living Units will not apply to the Developer or a first mortgagee of a Living Unit.

(c) Names of Owners and Occupants of Living Units. To enable the Association to maintain accurate records of the names, addresses and phone numbers of Owners and other Occupants of Living Units, each Owner will notify the Association in writing, within five days after such Owner's Living Unit has been transferred or leased to another person. In addition,

each Owner will provide to a purchaser or lessee of such Owner's Living Unit a copy of this Declaration, the Code, the Rules and other relevant documents.

Section 7.21 - Waiver of Subrogation

Each Person as a condition of accepting title and/or possession of a Living Unit and the 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 7.22 - Violation of This Article

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

Except in the case of an emergency situation, the violating party will have 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 Developer and/or the Association will 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 Developer and/or the Association will 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 Association and Developer contained in this Article will 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), and attorneys' fees and paralegals' fees. Furthermore, the failure or neglect to enforce any term, covenant, condition, restriction, right or procedure herein will 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 section of the Code entitled, "Hearing Procedure", a Person in violation of this Article VII will be obligated to the Association and/or Developer for money damages and for the full amount of all costs and expenses, including attorneys' fees and paralegals' fees, incurred to remedy such violation. If said amounts are not paid within ten calendar days following said notification, then said amount will be deemed "delinquent", and will, upon perfection as provided in Section 9.4 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 will be liable jointly and severally for any obligations of any Occupant of such Owner's property.

Section 7.23 - Restrictions of Other Documents

Nothing contained in these Covenants and Restrictions will preclude the imposition of more stringent restrictions imposed elsewhere in this Declaration, restrictions imposed in deeds conveying the Property or portions thereof and restrictions imposed by the Design Review Committee so long as such restrictions are not inconsistent with restrictions imposed by this Declaration, or adopted by the Board. The Village is a third party beneficiary of these covenants and restrictions; provided, however, if the Village's zoning, building or other requirements of ordinances and general law are more restrictive than these covenants and restrictions, the Village's requirements will prevail.

Section 7.24 - Certificate of Compliance with Covenants and Restrictions

Upon the conveyance of a Living Unit or an interest therein, the grantor will have the right to request the 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 Board, nor such officer or agent will 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 Association may require the advance payment of a processing fee not to exceed \$50 for the issuance of the Certificate of Compliance.

ARTICLE VIII
DESIGN REVIEW COMMITTEE

Section 8.1 - Power of Committee

There is hereby created a Design Review Committee for the purpose of architectural and engineering control to secure and maintain an attractive, harmonious residential community. The Declarant will function as and grant all approvals provided for herein until the Declarant conveys the last Living Unit the Declarant owns in Moreland Mews, except that the Declarant may elect to delegate and assign such duties and responsibilities to the Design Review Committee prior to that time. The Design Review Committee appointed by the Declarant need not be made up of members of the Association. After control of Moreland Mews has been transferred over to the Association, the Design Review Committee will be composed of no less than three individuals appointed by the Board of Trustees to serve at the Board's pleasure. A vote of the majority of members of the Design Review Committee will be required to constitute the decision of the Design Review Committee.

Section 8.2 - Operation of the Design Review Committee

No Living Unit will be altered, modified or changed in any way which changes the exterior or the appearance thereof, nor will any Living Unit be rebuilt, nor will any grading or landscaping be changed unless an application, plans and specifications for the proposed alteration, modification or change will have been submitted to and approved in writing by the Design Review Committee and, if necessary, any governmental authority. Provided, however, the provisions of this subsection requiring submission of plans and specifications to and obtaining approval from the Design Review Committee will not be applicable to the Developer, nor any entity related to or affiliated with the Developer or designated by the Developer as being subject to the provisions of this subsection.

Section 8.3 - Inspection

The Design Review Committee may inspect work being performed with its permission to assure compliance with this Declaration and applicable regulations. The presence of a member of the Design Review Committee, or an agent thereof, on any Living Unit will not be deemed a trespass so long as the presence is in furtherance of said member's duties as a member of the Design Review Committee.

Section 8.4 - Violation and Remedies

Should any Living Unit be altered, constructed, or related improvements be reconstructed or removed from or upon said Living Unit, or should the use thereof be modified in any way from the use originally constructed or installed without first obtaining the prior written approval of the Declarant or Design Review Committee as provided in this Article VIII, such act will be deemed a violation of this Article VIII and this Declaration. Any party violating this Article VIII will, immediately upon the receipt of written notice of such violation from the Declarant or Design Review Committee, cease and desist from the commission of any such act and immediately commence to take such steps as will alleviate or remedy any such condition of default and will continue with all due diligence thereafter until the satisfactory completion of same. Should the party committing such act in contravention of this Article VIII fail to immediately take such remedial action as aforesaid, then and in such event, the Association will have the right, but not the obligation, in addition to any and all other rights or remedies available to it at law or in equity, each of which remedies will be deemed to be nonexclusive, to do any of the following:

(a) Abate Violation: Without liability to the Owner of the Living Unit, cause its agents and employees to enter upon the Living Unit for the purpose of summarily abating any such use and/or removing any such building or structure or other improvement.

(b) Seek Injunction: Apply to a court having jurisdiction over the Property for the purpose of obtaining an injunction directing the violating party to abate any such use and/or removing any such building or structure wherever located in Moreland Mews.

(c) Seek Reimbursement: Seek full and complete reimbursement from any party committing any of the aforesaid acts in contravention of this Article VIII, of any costs, damages and expenses (including without limitation court costs, attorneys' and paralegals' fees, litigation costs, and costs to collect such sum) incurred by the Association with respect to its exercise of any of its rights for the purpose of remedying any such condition of default.

(d) Treat as Assessment: Should the party committing any acts in contravention of this Article VIII be an Occupant and should such Occupant fail to immediately pay the full amount of all costs, damages, and expenses referred to above, the Association will be entitled to treat such amount as an Assessment against the Living Unit of which such Occupant is or was the Owner, a member of the Owner's family or a guest or invitee of such Owner.

ARTICLE IX ASSESSMENTS

Section 9.1 - Definition of Assessments

As used in this Declaration, Assessments will mean all of the costs and expenses incurred by the 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 Association, including, but not limited to, expenditures relating to maintenance fees;

(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 \$5,000, without in each case the prior approval of the Class "B" Member and the vote of at least a majority of the Class "A" Members. In case of an emergency requiring prompt action to avoid further loss, the Board will have the discretion to expend whatever is necessary to mitigate such loss.

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

Section 9.2 - Responsibility for Payment of Assessments

The Developer or the Board will prepare or cause the preparation of an annual operating budget for the Association and will fix the amount of the Assessments. Written notice of the Assessments will be sent to the Owner of each Living Unit. Payment of Assessments may be required by the Developer or Board on a monthly, quarterly, semi-annual or annual basis. The

amount of Assessments attributable to Living Units will be established as of January 1 of each year and each Living Unit will pay an equal amount of the Assessments.

Section 9.3 - 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 Association. Furthermore, no Member will be entitled to any portion of the funds held for reserves; nor will any Owner have a claim against the Association with respect thereto.

Section 9.4 - Creation of Lien and Personal Obligation

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

Section 9.5 - 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, will 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 will 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 will 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 9.6 - Liability for Assessments on Voluntary Conveyance

Upon the voluntary conveyance of an Ownership Interest the grantee of the Ownership Interest will be jointly and severally liable with the grantor for all unpaid Assessments levied pursuant to this 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 Association, will be entitled to a statement from the Trustees of the

Board or an officer of the Association setting forth the amount of all unpaid Assessments due the Association with respect to the Ownership Interest to be conveyed and such grantee will not be liable for, nor will 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 the Covenants and Restrictions referred to in Section 7.25 of this Declaration. The 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 will be deemed to be a voluntary conveyance. An unpaid Assessment will not be deemed a charge or lien against the Ownership Interest until perfected as such pursuant to Article X.

Section 9.7 - Exempt Property

Notwithstanding anything to the contrary herein, Living Units owned by the Developer and the Common Areas will be exempt from payment of Assessments or Additional Assessments.

Section 9.8 - Village Assessments

The Village will have the right, but not the obligation to impose and levy any special assessments for the cost of maintenance, repairs, replacement and improvements to the Common Areas which would otherwise be a lien on the Common Areas or Living Units on an equitable basis to be determined by the Village.

ARTICLE X LIENS

Section 10.1 - Perfection of Lien

If any Owner or a Developer will fail to pay an Assessment or Additional Assessment levied in accordance with this Declaration (such Owner hereinafter referred to as the "Delinquent Owner") when due and such Assessment or Additional Assessment is delinquent, or if an Owner or a Developer will violate any rule or breach any restriction, covenant or provision contained in this Declaration or in the Code, the 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 Cuyahoga County, a Certificate of Lien. The Certificate of Lien will be in recordable form and will 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 11.3).

(d) A statement referring to the provisions of this Declaration authorizing the Certificate of Lien.

Section 10.2 - Duration of Lien

Said lien will remain valid for a period of five 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 an 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 year period referred to above.

Section 10.3 - Priority

A lien perfected under this Article X will 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 Association after authorization from the Board. In any such foreclosure action, the affected Owner will be required to pay reasonable rental for such Ownership Interest during the pendency of such action and the plaintiff in such action will 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 will be paid over to the Association to the extent of its lien.

Section 10.4 - Dispute as to Assessment

The Developer or any Owner who believes that an Assessment levied by the Association against him for which a Certificate of Lien has been filed by the Association as been improperly determined, may bring an action under the Arbitration Provisions contained in Section 15.9 of this Declaration for the discharge of all or any portion of such lien; but the lien will 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 will not waive, preclude or prejudice the Association for pursuing any and all other remedies granted to it elsewhere in this Declaration, whether at law or in equity.

Section 10.6 - Personal Obligations

The obligations created pursuant to this Article X will be and remain the personal obligations of the delinquent Owner until fully paid, discharged or abated and will 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 when due, such Owner and the Occupants of any and all Living Units of such Owner will not be entitled to vote on Association matters until said 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 Declaration or in the Code, will give the Association and the Original Developer the right, in addition to all other rights set forth herein and provided by law, (a) to enter upon the Living Unit or Sublot 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 Declaration, the Code, or the Rules, and the Association, or its designated agent will 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 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 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 when due or upon delinquency in the payment of any sums or cost due under this Declaration, the Association may pursue any or all of the following remedies, which remedies will be in addition to any other remedy available in this Declaration, or at law or in equity:

(a) Sue and collect from such Owner the amount due and payable, together with interest thereon as provided in this Declaration and Costs of Collection (hereinafter defined).

(b) In addition to the amount referred to in (a) above, the Association may assess against such Owner, liquidated damages, not to exceed 15% of the amount of the delinquency or \$100, whichever amount is greater, said amount to be determined by the Board provided, however, in no event will said amount exceed the highest interest rate chargeable to individuals under applicable law. Said liquidated damages will be in addition to interest, the expenses of collection incurred by the Association, such as attorneys' fees, paralegals' fees, court costs and filing fees. The actual expenses of collection and the liquidated damages will hereinafter be referred to as "Cost of Collection".

(c) Foreclose a lien filed in accordance with Article X of this 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 9.5 of this Declaration.

ARTICLE XII
NO PARTITION

Except as is permitted in this Declaration or in any amendments thereto, there will be no physical partition of the Common Areas or any part thereof, nor will any person acquiring any interest in the Property or any part thereof seek any judicial partition. This Article will not be construed to prohibit the 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 Declaration.

ARTICLE XIII
CONDEMNATION

Whenever all or any part of the Common Areas will be taken (or conveyed in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, the Association will give each Owner notice thereof. The award made for such taking will be payable to the 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 60 days after such taking the Developer (so long as the Developer is a Class "B" Member), and at least 75% of the Class "A" Members of the Association will otherwise agree, the Association will 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 Design Review Committee and approved by the 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 will 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 will be disbursed to the Association and used for such purposes as the Board will 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. To the extent applicable, necessary, or proper, the provisions of this Article will apply to both this Declaration and to the 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 Declaration for the specific actions.

Section 14.1 - Notices of Action

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

- (a) any proposed termination of the 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 60 days;
- (d) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the 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.

If an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment under this Article XIV within 30 days after it receives proper notice of the proposal, the implied approval of such Eligible Mortgage Holder to the proposal will be deemed assumed, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

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 will be substantially in accordance with this Declaration and the original plans and specifications unless the approval of the Eligible Mortgage Holders on

Living Units to which at least 51% of the votes of Living Units and the Eligible Mortgage Holders of the first mortgages of Class "A" and the Class "B" Members, subject to mortgages held by such Eligible Mortgage Holders, are allocated, is obtained to act otherwise.

(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation will require the approval of the Eligible Mortgage Holders on Living Units of at least 51% of the votes of Living Units 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 Association made as a result of destruction, damage, or condemnation pursuant to Section 14.2(a) and (b) of this Article:

(a) The consent of at least 67% of the Class "A" Members and of the Class "B" Member and the approval of the Eligible Mortgage Holders to which at least 67% of the votes of Living Units subject to a mortgage appertain, will be required to terminate the Association.

(b) The vote of at least 67% of the Class "A" Members and the consent of the Class "B" Member and the approval of Eligible Mortgage Holders to which at least 51% of the votes of Living Units subject to mortgages appertain, will be required to materially amend any provisions of the Declaration, Code, or Articles of Incorporation of the Association, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following:

- (1) voting rights;
- (2) Assessments, Additional Assessments, assessment liens, or priority assessment liens;
- (3) reserves for maintenance, repair, and replacement of the Commons Areas;
- (4) responsibility for maintenance and repair;
- (5) insurance or fidelity bonds;
- (6) rights to use the Common Areas;
- (7) leasing of Living Units;
- (8) 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 an agreement for the sale by the Developer of a Living Unit.);

- (9) establishment of self-management by the Association where professional management has been required by an Eligible Mortgage Holder;
- (10) restoration or repair of the Property (after hazard damage or partial condemnation) in a manner other than that specified in this Declaration;
- (11) any action to terminate the legal status of the Property after substantial destruction or condemnation occurs;
- (12) expansion or contraction of the Property, or the addition, annexation, or withdrawal of the Property other than as provided in Section 1.2 of this Declaration; or
- (13) any provisions included in the Declaration, Code, or Articles of Incorporation which are for the express benefit of Eligible Mortgage Holders on Living Units.

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 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 Declaration, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by all provisions of this Declaration and to incorporate said 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 Declaration will continue for a term of 50 years from the date this Declaration is recorded, after which time, said covenants and restrictions will automatically be extended for successive periods of ten years each unless terminated by an instrument signed by Members entitled to exercise not less than 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 Declaration will 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 will 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 will 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 Developer will be deemed given only when received and must be either hand delivered or mailed by certified or registered mail, postage prepaid, to Developer, Henry Meyer, Aspen Ridge LLC, 29425 Chagrin Blvd., Suite 312, Pepper Pike, OH 44122, with a copy to Michael J. Haas, Esq., Roetzel & Andress, 1375 E. 9th Street, Tenth Floor, Cleveland, OH 44114.

Section 15.4 - Enforcement-Waiver

(a) Enforcement by the Developer, the Association, the Village or any Owner 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 Declaration. The failure by the Association or any one permitted by this Declaration to enforce any Easement, Covenant or Restriction herein contained will in no event be deemed a waiver of the right to do so thereafter.

(b) The Village is, and will continue to be, a third party beneficiary to, and will have the authority to administer and enforce the provisions of, this Declaration, with respect to the Common Areas.

Section 15.5 - Construction of the Provisions of this Declaration

The Developer, the Association or the Design Review Committee, where specifically authorized herein to act, will have the right to construe and interpret the provisions of this Declaration and in the absence of an adjudication by arbitrator(s) or a court of competent jurisdiction to the contrary, its construction or interpretation of the Developer, the Association or the Design Review Committee and that of any Person or entity entitled to enforce the provisions hereof will be resolved in favor of the construction or interpretation by the Developer, the Association or the Design Review Committee, as the case may be.

The Association and the Design Review Committee to the extent specifically provided herein may adopt and promulgate Rules regarding the administration, interpretation and enforcement of the provisions of this 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 Association and the Design Review Committee, as the case may be, will take into consideration the best interests of the Developer(s), Owners, Tenants and Occupants to the end that Moreland Mews will be preserved and maintained as a high quality, residential community.

Section 15.6 - Reservations by Original Developer

(a) Original Developer hereby reserves the right to grant to or enter into any easements or covenants for 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 materially interfere with the use or operation of a building, structure or other improvement thereon. Any damage caused thereby will be promptly repaired and the land will be restored to its prior condition.

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

(c) Original Developer 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 owned or controlled by the Original Developer, notwithstanding any covenant, easement, restriction or provision of this Declaration or its exhibits, which may be to the contrary.

(d) Each reservation, right and easement specified or permitted pursuant to this Article will 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 will 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 Developer prior to the filing of this Declaration or subsequent thereto, will at all times have priority over the provisions of this Declaration and any lien created under this Declaration.

(e) So long as Developer is a Class "B" Member, no Person will record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Developer's review and written consent thereto, and any attempted recordation without compliance herewith will 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 Developer.

Section 15.7 - Assignability by Original Developer

The Original Developer, and its successors, will have the right from time to time to assign all or any part of its rights as a Developer under this Declaration (but not the rights expressly

conferred upon the Original Developer), provided that the deed or other writing selected by Original Developer, in Original Developer's sole discretion, will expressly state that the rights of a Developer will be assigned. Any such assignment may provide that said assignee will have the rights of a Developer (other than those rights reserved by the Original Developer in any such assignment) set forth in this Declaration with respect to the Living Units and/or real property owned by such designee.

Section 15.8 - Severability

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

Section 15.9 - Arbitration

Unless otherwise provided in this Declaration, any controversy, dispute or claim arising out of or relating to this Declaration or the breach thereof will 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 will be commenced or prosecuted by the Association unless approved by the vote of seventy-five percent (75%) of the Class "A" Members. This Section will not apply, however, to (a) actions brought by the Association to enforce the provisions of this 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 Association in proceedings instituted against it. This Section will not be amended unless such amendment is made by the Developer 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 Declaration will 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 mortgagee's foreclosure sale will be bound by and subject to this Declaration as fully as any other Owner of any portion of the Property.

Section 15.12 - Amendment of Declaration

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

(a) For so long as the Original Developer or a successor designated by the Original Developer is the Owner of a fee simple interest in the Property, the Original Developer will be entitled from time to time to amend or modify any of the provisions of this 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 will be better served by such modification or waiver, provided no such amendment, modification or waiver will materially and adversely affect the value of existing Living Units or will prevent a Living Unit from being used by the Owner in the same manner that said Living Unit was used prior to the adoption of said amendment, modification or waiver. To modify the Declaration in accordance with this paragraph, Original Developer will file a supplement to this Declaration setting forth the Amendment, which supplement need not be but will, at Original Developer's request, be executed by the 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 Developer his attorney-in-fact, coupled with an interest, to execute on his behalf any such amendments. Each amendment will be effective when signed by the Original Developer and filed for record with the Recorder of Cuyahoga County.

(b) This Declaration may also be amended by Original Developer or the Association at any time and from time to time for the purpose of: (1) correcting clerical or typographical or obvious factual errors in this Declaration or any Exhibit hereto or any supplement or amendment hereto; or (2) complying with the underwriting requirements of insurance companies providing casualty insurance, liability insurance or other insurance coverages for the Association; or (3) bringing any provision hereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination; or (4) correcting obvious factual errors or inconsistencies between this Declaration and other documents governing Moreland Mews, the correction of which would not materially impair the interest of any Owner or Eligible Mortgage Holder; or (5) 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 Developer and/or to the 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, Property and the acceptance thereof will be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Original Developer to vote in favor of, make and record a Subsequent Amendment. To effect said amendment, Original Developer will file a supplement to the Declaration setting forth the Subsequent Amendment which will be signed by Original Developer and will be effective upon the filing of the Subsequent Amendment with the Cuyahoga County Recorder.

(c) Original Developer will have the right to amend this 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 Developer in this Declaration.

(d) Except as expressly provided in this Declaration, and after expiration of the period set forth in (a) of this Article, any provision of this 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 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 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 Declaration will not be amended (except as expressly provided to the contrary in this Declaration) unless all persons whose rights are terminated or materially affected will affirmatively consent in writing to such amendment; provided further, that any amendment affecting the rights of Developer in this Declaration will not be effected without the prior written consent of Developer. Written notice will be given each Member at least ten days in advance of the date of the meeting held for the purpose of amending this Declaration, which notice will expressly state the modification to be considered at such meeting. Each amendment will be effective when signed by the President and one other officer of the Association, signed by the Developer if the amendment affects the rights of the Developer and filed for record with the Cuyahoga County Recorder.

Section 15.13 - Interest Rates

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

Section 15.14 - Headings

The heading of each Article and of each paragraph in this 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 Declaration or in any way affects this Declaration.

Section 15.15 - Rule Against Perpetuities

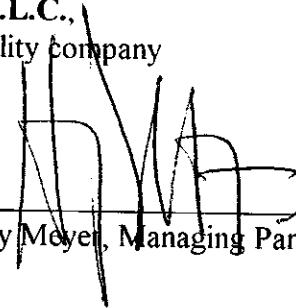
If any of the options, privileges, covenants or rights created by this Declaration will be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common-law rules imposing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

(Signature page next)

TRANS
QUIRE
JUL 2 2003
FRANK RUSSO
Cuyahoga County Auditor

IN WITNESS WHEREOF, the parties have signed this document this 27th day of JUNE, 2003.

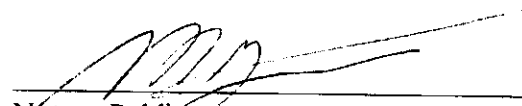
ASPEN RIDGE, L.L.C.,
an Ohio limited liability company

By:  MANAGING PARTNER
Henry Meyer, Managing Partner

STATE OF OHIO }
CUYAHOGA COUNTY } SS

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named ASPEN RIDGE, L.L.C., an Ohio limited liability company, by Henry Meyer, its Managing Partner, who acknowledged that he executed the within instrument and that such execution was the free act and deed of said corporation and was his free act and deed both individually and in his capacity as an officer of said corporation.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this 27th day of JUNE, 2003.



Notary Public

MICHAEL J. HAAS, Attorney
Notary Public-State of Ohio
My Commission has no
Expiration Date
Section 147.03 R.C.

This instrument prepared by:
Michael J. Haas, Attorney at Law
Roetzel & Andress
1375 East 9th Street, Tenth Floor
Cleveland, Ohio 44114
(216) 615-4837

DECLARATION

Submitting the property known as Moreland Mews, a Planned Unit Development, with open spaces and other common areas, being located in the Village of Moreland Hills, Cuyahoga County, Ohio.

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

Cuyahoga County Recorder

By: _____

Date: _____, 2003

Exhibit "A"

Parcel No. 1

Situated in the Village of Moreland Hills, County of Cuyahoga and State of Ohio and known as being Sublot Nos. 1, 2 and 3 in Kemp Crest Estates Subdivision of part of Original Orange Township Lot No. 3 in the Second Division of Tract No. 3, as shown by the recorded Plat in Volume 182 of Maps, Page 79 of Cuyahoga County Records, be the same more or less, but subject to all legal highways.

Parcel No. 2

Situated in the Village of Moreland Hills, County of Cuyahoga and State of Ohio and known as being Block "A" in Map of Lot Split and Consolidation for Henry Meyer Associates, Inc. of part of Original Orange Township Lot No. 3 in the Second Division of Tract No. 3, as shown by the recorded Plat in Volume 308 of Maps, Page 5 of Cuyahoga County Records, be the same more or less, but subject to all legal highways.

ST 25571

August 27, 2001

**FIRST AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
OF
MORELAND MEWS,
MORELAND HILLS OHIO**

WHEREAS, ^{Aspen} ~~Aspen~~ Ridge, L.L.C. (the "Developer") submitted certain properties in the Village of Moreland Hills, Cuyahoga County, Ohio to the Declaration of Covenants, Conditions, Easements and Restrictions of Moreland Mews (the "Declaration") which was recorded as Document No. 200307241519 of the Cuyahoga County, Ohio Records;

WHEREAS, Section 15.12 of the Declaration permits the Developer to amend the Declaration; and

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto declare as follows:

Section 1. All of the terms used herein which are defined in the Declaration shall be interpreted as having the same meaning as defined therein.

Section 2. The Declaration is hereby amended as follows:

(a) Section 6.1(b) is deleted in its entirety and the following will be substituted in lieu thereof:

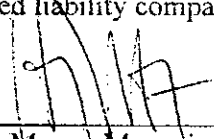
“(b) Perimeter Walls. To maintain, repair and replace any fences, garden walks, walls and gates situated within the Common Areas. Any Perimeter Walls which are constructed by the Owner of a Living Unit Lot and approved by the Design Review Committee shall remain the sole maintenance responsibility of said Owner. If a Living Unit Owner fails to maintain a Perimeter Wall in good condition, the Association may elect to maintain the Perimeter Wall and the cost of such maintenance will be added to and become part of the Assessment for such Living Unit.”

(b) The first sentence in Section 6.4 is hereby deleted in its entirety and the following will be substituted in lieu thereof:

"in addition to the maintenance and repair of the Common Areas, the Association will provide exterior maintenance, repair and replacement for each Living Unit as follows: Party Walls, snow removal from driveways and roads and walks up to the stoop, maintenance of the Originally Installed Landscaping (excluding any landscaping or gardening installed by a Living Unit Owner, or a Living Unit Lot Owner), and Perimeter Walls located only in Common Areas. The Association will only be responsible for landscaping and gardening installed by a Living Unit Owner or a Living Unit Lot Owner previously agreed to in writing by the Association."

IN WITNESS WHEREOF, ^{Aspen} ~~Aspen~~ Ridge, L.L.C. pursuant to Section 15.2(a) of the Declaration hereby causes this instrument to be executed this 26th day of October, 2004.

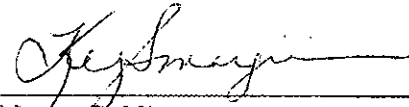
^{Aspen} ~~Aspen~~ Ridge, L.L.C.,
an Ohio limited liability company

By:  ^{MANAGING PARTNER}
Henry Meyer, Managing Partner

STATE OF OHIO }
COUNTY OF CUYAHOGA } SS

BEFORE ME, ^{Aspen} ~~Aspen~~ a Notary Public, in and for said County and State, personally appeared above-named ^{Aspen} ~~Aspen~~ Ridge, L.L.C., an Ohio limited liability company, by Henry Meyer, its Managing Partner, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and is the free act and deed of the limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cuyahoga, Ohio, this 26th day of October, 2004.


Notary Public

My Commission Expires



KELLY SMARGIASSI
Notary Public, State of Ohio
Recorded in Cuyahoga Cty.
My Comm. Expires 6-17-2006

This Instrument Prepared By:
Michael J. Haas, Esq.
Roetzel & Andress
1375 East Ninth Street
Cleveland, Ohio 44114
(216) 623-0150

**FIRST AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
OF
MORELAND MEWS,
MORELAND HILLS OHIO**

This will certify that a copy of this First Amendment has been filed in the office of the Cuyahoga County Recorder's Office, Cuyahoga County, Ohio.

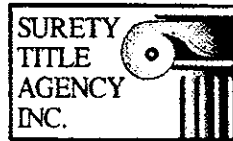
The original Declaration is filed as Document No. 200307241519 of the Cuyahoga County, Ohio Records.

Cuyahoga County, Ohio

By: _____

Date: _____

This Instrument Prepared By:
Michael J. Haas, Esq.
Roetzel & Andress
1375 East Ninth Street
Cleveland, Ohio 44114
(216) 623-0150



1010 Leader Building
526 Superior Avenue East
Cleveland, Ohio 44114-1401
216-589-8399 800-442-8399 Fax 216-589-4826
www.suretytitle.com e-mail: info@suretytitle.com

ST 25571B (RMG) ACCON

**CUYAHOGA COUNTY RECORDER
PATRICK J. O'MALLEY
DEED 10/26/2004 12:10:40 PM
200410260484**