

CUYAHOGA COUNTY RECORDER
PATRICK J. O'MALLEY
DEED 01/16/2003 12:21:54 PM
200301160665

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE
WOODHAVEN HOMEOWNERS ASSOCIATION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made of the 25 day of October, 2002, by the VW Associates, LTD., Ohio limited liability company (hereinafter referred to as "Declarant");

WITNESSETH

WHEREAS, Declarant is the owner of certain real property located between 84th and 87th street Between Euclid Avenue and Chester Avenue, Cleveland, Cuyahoga County, Ohio more fully described in Exhibit "A" attached hereto and incorporated herein ("Existing Property");

WHEREAS, Declarant desires to create on such property an exclusive residential community of single-family detached and/or attached homes (hereinafter sometimes referred to as "Subdivision");

WHEREAS, Declarant desires to subject all of the property within the Subdivision to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, for the benefit of said property and each owner thereof; and

WHEREAS, Declarant desires to provide for the maintenance and upkeep of the Common Area (as hereinafter defined) within the Subdivision;

WHEREAS, Declarant desires to create an organization to own, maintain, and operate the Common Area, to administer and enforce covenants and restrictions applicable to the Subdivision, and to collect and disburse the assessments and charges as provided hereinafter, and Declarant, or its successors or assigns will create the WOODHAVEN HOMEOWNERS ASSOCIATION, as an Ohio nonprofit association, for the purpose of exercising the aforesaid functions;

NOW, THEREFORE, Declarant declares that the Existing Property more fully described in Exhibit A, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be owned, transferred, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, all of which shall run with the land, and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

Surety Title Agency, Inc.

{K0060343.1}

Order No. ST 26384

Escrow No. ACCOM. (DL5)

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ARTICLE I DEFINITIONS

Unless otherwise stated herein, the following terms will have the meaning ascribed to them in this Articles.

1. "Association" means the WOODHAVEN HOMEOWNERS ASSOCIATION, its successors and assigns, subject to Bylaws attached hereto as Exhibit "B".
2. "Builder" means any persons or entities to whom or which Declarant conveys one or more Lots within the Properties for the purpose of constructing a Dwelling thereon. As of the recording date of this Declaration, the only Builder is the Declarant.
3. "Common Area" means all roads or are as within in the Properties not dedicated to public use, and the real property and together with any improvements thereon for benefit, common use or enjoyment by the Owners or occupants of Units within the Subdivision, (including but not limited to roads, open space, recreational facilities, club house, sidewalks, signs and landscape easements and buffers, and water, sewer and storm water drainage easements). Except as otherwise provided in this Declaration, the Common Area shall be maintained by the Association or its successors in interest unless dedicated to public use as set forth herein.
4. "Declarant" means VW Associates, Ltd., an Ohio limited liability company. It shall also mean any person, company or entity to whom or which Declarant shall assign or delegate the rights and obligations of Declarant by an assignment recorded with the Cuyahoga County Recorder.
5. "Lot" means any plot of land within the Properties, with delineated boundary lines, shown on any recorded subdivision plat of the Properties intended for the placement of a Unit.
6. "Member" means every person or entity who or which holds membership in the Association.
7. "Owner" means the record owner (whether one or more persons or entities) of fee simple title to any Lot, including contract sellers and owners of an equity of redemption, but excluding those having an interest in a Lot solely as security for the performance of an obligation.
8. "Properties" means the "Existing Property" and any additional property annexed pursuant to Article II of this Declaration.
9. "Unit" or "Dwelling" means any building or portion thereof within the Properties which is designated and intended for use and occupancy as a residence by a single family, whether by the Owner of such Unit or by tenants or lessees of such Owner.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION AND WITHIN
THE JURISDICTION OF THE WOODHAVEN HOMEOWNERS ASSOCIATION

1. Development Plan - A Final Development Plan for the development of the Subdivision has been prepared by Declarant and approved by the City of Cleveland and is available for review at the offices of the City of Cleveland or, upon written request, from the Declarant. The Final Development Plan may be modified or discontinued by the Declarant in whole or in part, at any time in the Declarant's sole discretion, subject only to the approval of the City of Cleveland, if such approval is required.
2. Existing Property - The real property which is described in Exhibit A.
3. Annexation of Additional Property - At any time prior to March 31, 2028, additional land may be annexed by the Declarant without the consent of the Members and therefore become subject to this Declaration by the recording by Declarant of a supplementary declaration extending the operation and effect of this Declaration to the property to be annexed. Furthermore, at any time Declarant owns any Lot within the Properties, additional land not within the Properties may be annexed by the Declarant without the consent of the Members and therefore become subject to this Declaration by the recording by Declarant of a supplementary declaration extending the operation and effect of this Declaration to the property to be annexed. Any property not within the Properties which is annexed must be contiguous or in reasonable proximity to the Properties already subject to this Declaration. Any property annexed pursuant to this subsection may be annexed and subjected to this Declaration as one parcel or as several parcels at different times. The addition of property pursuant to this Section may increase the cumulative number of Lots within the Properties and, therefore, may alter the relative maximum voting strength of the various types of Members.

A supplementary declaration may contain such complementary additions to and modifications of the covenants and restrictions contained in this Declaration, including, without limitation, different voting rights and different annual and special assessments for the Lots or Units so annexed, as Declarant, in its sole discretion, may deem necessary or appropriate to reflect the different character or use of the property added. In no event, however, shall any supplementary declaration revoke, modify or add to the covenants and restrictions established by this Declaration so as to materially and adversely affect any portion of the Properties already subject to this Declaration. A supplementary declaration annexing additional property need only be executed by the Declarant and, if applicable, by the owner of the property being annexed, and shall not require the joinder or consent of the Association or any of its Members. Nothing contained in this Article shall be construed to obligate or require Declarant to make any additions to the Properties.

4. Conveyance of Common Area in Annexed Property - Promptly upon request of Declarant, the owner of the annexed property shall convey any or all Common Area located within the newly annexed property to the Association or, if requested by the Declarant, to the Declarant. Title to such Common Area shall be conveyed in the same manner as set forth in

Section 3 of Article IV of this Declaration.

5. Merger - Additional property may also be made subject to this Declaration by merger or consolidation of the Association with another non-profit corporation formed for the same or similar purposes. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties and the covenants and restrictions established upon property owned by the other association as one scheme.

6. Effect of Addition of Property - Except by amendment of this Declaration as provided in Section 3 of Article XII hereof, no addition of property, whether by annexation, merger or consolidation, shall revoke or modify any provision of this Declaration as to the Properties already subject hereto or diminish the rights of the Owners of Lots and Units within the Properties, except for the dilution of voting strength that occurs as a result of inclusion of additional Members of the Association.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

1. Membership - Every Owner of a Lot which is subject to assessment by the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

2. Voting Rights - The voting rights of the membership shall be appurtenant to the ownership of the Lots and may not be separated from ownership of any Lot. There shall be two classes of Lots with respect to voting rights:

A. Class A Lots - Class A Lots shall be all Lots except Class B Lots as the same are hereinafter defined. Ownership of a Class A Lot shall entitle the Owner of such Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to their Lot shall be exercised as they, among themselves, determine; but fractional voting shall not be allowed, and in no event shall more than one vote be cast with respect to any Class A Lot.

B. Class B Lots - Class B Lots shall be all Lots owned by Declarant and which have not been converted to Class A Lots as set forth below. Declarant be entitled to one (1) vote for each Class B Lot it owns.

A Class B Lot shall be converted to a Class A Lots upon the transfer of such lot from Declarant to an Owner. Class B Lots will cease to exist altogether upon the earlier of the following to occur: (i) when Declarant no longer owns any Lots or Units within the Properties; (ii) upon written waiver of Class B membership by the Declarant and all Builders; or (iii) March 31, 2028. When the Class B Lots cease to exist and are converted to Class A Lots, Declarant and each Builder shall have the same voting rights as other Owners of Class A Lots.

C. Declarant's Voting Rights - So long as Declarant owns one (1) or more Class B

Lots, Declarant shall be vested with the sole voting rights of the Association on all matters (including election of directors of the Association).

3. Leased Units - Notwithstanding any other provision of this Declaration or the Bylaws of the Association, the vote as expressed by the Owners of Lots or Units which are leased or rented to or otherwise occupied by person(s) other than the Owner shall not be entitled to any weight greater than forty-nine (49) percent on any matter pending before the Association.

ARTICLE IV PROPERTY RIGHTS

1. Owners' Easements of Enjoyment and Access - Except as limited by the provisions of this Section 1 and by the rules and regulations adopted by the Board of Directors of the Association, every Owner shall have a right and easement of enjoyment in, use of and access to, from, and over the Common Area, which right and easement shall be appurtenant to and shall pass with title to every Lot, subject to:

A. the right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated or constructed on the Common Area and to limit the use of such facilities to Owners who occupy a residence on the Properties and to their families, tenants and guests, as provided in Section 2 of this Article IV;

B. the right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid, or for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association;

C. the right of the Association to dedicate, sell or transfer all or any part of the Common Area to any public or quasi-public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members. After Class B Lots cease to exist, no such dedication or transfer shall be effective unless the Members entitled to at least eighty percent (80%) of the votes of the entire membership of the Association and at least three-fourths (3/4) of the votes appurtenant to each Class of Lots agree to such dedication, sale or transfer and signify their agreement by a signed document recorded in the Office of the Cuyahoga County Recorder. Nothing herein shall be deemed to prohibit the Board of Directors of the Association, without consent of the Members, from granting easements over and across the Common Area to any public or private agency, authority, entity, person or utility for the installation and maintenance of sewerage, utility (including cable television) or drainage facilities or conduits when, in the opinion of the Board, such easements are necessary for the convenient use and enjoyment of or beneficial to the properties within the subdivision. Notwithstanding anything herein to the contrary, the Common Area shall be preserved to the perpetual benefit of the owners of Lots within the Subdivision and shall not be conveyed except to the City of Cleveland or another non-profit corporation organized for similar purposes;

D. the right of the Association, to borrow money and, after Class B Lots cease to exist, with the assent of Members entitled to at least eighty percent (80%) of the votes of the entire membership of the Association and at least two-thirds (2/3) of the votes appurtenant to each Class of Lots, mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of any such lender or mortgagee shall be subordinate to the property rights of the Members and the Association as set forth herein;

E. the right of the Association to exchange all or part of the Common Area for other property and consideration of like value and utility; provided, however, that, after Class B Lots cease to exist, any such dedication shall require the assent of the Members as set forth in subparagraph (C) above, and further provided that, if the Board of Directors of the Association determines, in its sole discretion, that such exchange is necessary to cure an encroachment or setback violation on any Lot, the Board may effect such exchange without the consent of or approval by the Members;

F. the right of the Association to expand or add to the Common Area and to improve, maintain and operate the Common Area;

G. the right of the Association to adopt, promulgate and enforce rules and regulations concerning the use of the Common Area; and

H. the right of the Association to otherwise deal with the Common Area as provided in the Bylaws of the Association.

2. Delegation of Use

A. Family - The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be exercised by members of the Owner's family who occupy the residence of the Owner, respectively, as their principal residence in Cuyahoga County, Ohio.

B. Tenants; Contract Purchasers - The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be delegated by such Owner to his tenants or contract purchasers who occupy a residence within the Properties, or a portion of said residence, as their principal residence in Cuyahoga County, Ohio.

C. Guests - The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be delegated to guests of such Owners, tenants or contract purchasers, subject to such rules and regulations as may be established by the Board of Directors.

D. Suspension of Rights - The rights of any delegate of an Owner shall be suspended by, upon and during suspension of such Owner's rights as provided in Section 7 of Article XII of this Declaration.

3. Conveyance of Common Area To The Association - No later than the time Declarant no longer exercises voting control over the Association as provided in Article III hereof, Declarant

shall convey, and the Association shall accept, fee simple title to all Common Area within the Properties, and shall reserve for or grant to the Association all Common Area easements, all subject to such easements, reservations conditions and restrictions as then may be of record, the Association shall accept; provided, however, that so long as Declarant owns any Lots within the Properties, Declarant reserves an easement over and across any Common Area deeded to the Association for the purpose of constructing and maintaining any improvements on the Common Area as it deems necessary or advisable, provided that any such improvements must comply with the requirements of the City of Cleveland. Any improvements placed on the Common Area by Declarant shall become the property of the Association upon completion of such improvements.

4. Regulation and Maintenance of Common Area and Common Area Easements - It is the intent of the Declarant that the Common Area be preserved to the perpetual benefit of the Owners.

A. Regulation of Common Area - The Association may adopt and promulgate rules and regulations governing the use of the Common Area by Owners and their family, guests and invitees. No Owner or other permitted user shall use the Common Area or any portion thereof in violation of the rules and regulations contained in this Declaration or subsequently adopted by the Association.

Without limiting the generality of the foregoing, no Owner or tenant, guest or invitee of an Owner shall, without the specific prior written consent of the Association: (i) damage or waste the Common Area or improvements thereon or remove any trees or vegetation therefrom; (ii) erect any gate, fence, structure or other improvement or thing on the Common Area; (iii) place any garbage receptacle, trash or debris on Common Area; (iv) fill or excavate any part of the Common Area; (v) landscape or plant vegetation on Common Area; or (vi) use the Common Area or any part thereof in a manner inconsistent with or in any way interfering with the rights of other Owners.

B. Rights and Responsibilities of the Lot Owners as to Common Area Easements - Each Owner of a Lot upon which a Common Area easement lies shall pay all property taxes and other assessments levied against his Lot, including that portion of such tax or assessment as is attributable to such Common Area easement.

C. Rights and Responsibilities of the Association as to Common Area - The Association shall have the right and obligation to ensure that the Common Area is preserved to the perpetual benefit of the Owners, and, to that end, shall: (i) maintain the Common Area in its natural or improved state, as appropriate, and keep it free of impediments to its use by the Owners, subject to the provisions of this Declaration; (ii) procure and maintain adequate liability insurance covering the Association and its Members, Directors and officers, against any loss or damage suffered by any person, including the Owner of the Lot upon which Common Area lies, resulting from use of the Common Area, and adequate hazard insurance covering the real and

personal property owned in fee by the Association; and (iv) pay all property taxes and other assessments levied against all Common Area owned in fee by the Association.

D. Declarant's and Association's Right of Entry - The Declarant and the Association and the employees, agents, contractors and subcontractors of each, shall have a non-exclusive right and easement at all times to enter upon any portion of a Lot reserved or designated as a Common Area easement for the purposes of: (i) installing and maintaining subdivision entrance signs, features, fencing and landscaping; and (ii) making such improvements to the Common Area; and (iii) maintaining the Common Area easement in its natural or improved state.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments - Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments and special assessments, such assessments to be established and collected as hereinafter provided. All assessments which are unpaid when due, together with interest and late charges set forth in Section 9 of this Article V and all costs of collection, including reasonable attorney's fees, shall be a charge against and a continuing lien upon the Lot against which such assessment is made. Each such assessment or charge, together with interest and costs of collection, including reasonable attorneys' fees, shall also be the personal or corporate obligation of the person(s) or entity(ies) owning such Lot at the time when the assessment fell due, but such personal obligation shall not be imposed upon such Owner's successors in title unless expressly assumed by them. Although unpaid assessments and charges are not the personal obligation of such Owner's successors in title unless expressly assumed by them, the unpaid assessments and charges shall continue to be a lien upon the Lot against which the assessment or charge was made.

It is the intent of the Declarant that any monetary fines imposed against an Owner pursuant to the Bylaws of the Association or Section 7 of Article XII of this Declaration shall constitute a lien against the Lot of such Owner to the same extent as if such fine were an assessment against such Lot.

2. Purposes of Assessments - The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Subdivision and, in particular, for:

A. acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area;

B. repair and reconstruction of improvements on the Common Area including, but not limited to, the cost of repair, replacement and additions thereto and the cost of labor, equipment, materials, management and supervision thereof;

- C. cutting and edging of grass on the Common Area and Lots on which attached residences are located;
- D. payment of taxes and public assessments levied against the Common Area owned by the Association in fee;
- E. procurement and maintenance of insurance in accordance with the Section 4(c) of Article IV of this Declaration;
- F. employment of attorneys, accountants and other persons or firms to represent the Association when necessary;
- G. payment of principal and interest on funds borrowed for Association purposes; and
- H. such other needs as may arise.

3. Annual Assessments

A. Maximum Annual Assessment - For purposes of annual and special assessments, Declarant may subdivide the Class A Lots into two (2) subclasses, i.e., detached single family homes and attached town homes. As provided in Article III, 2 A, hereof, Declarant shall establish the Maximum Annual Assessment and initial annual assessment for each subclass; thereafter, the terms "Maximum Annual Assessment", annual assessment, and special assessment shall mean the maximum, annual and special assessments applicable to each subclass, and the term "Class A" shall be construed to include each subclass of the Class A Lots.

The Maximum Annual Assessment may be increased by the Board of Directors effective January 1 of each year without a vote of the Members, but subject to the limitation that the percentage of any such increase shall not exceed 10% of the Maximum Annual Assessment for the previous year unless such increase is approved as set forth in Section 3(b), below.

The Maximum Annual Assessment for Class A Lots may be increased without limitation if such increase is approved by a majority of the votes cast, in person or by proxy, at a meeting duly called for that purpose.

B. Annual Assessments: Ratification of Budgets - The Board of Directors shall adopt a proposed budget (including the proposed annual assessment for each Class of Lots) at least annually. Within thirty (30) days after adoption of the proposed budget, the Board of Directors shall send a copy of the proposed budget and shall give written notice to the Members of a meeting of the Members to consider ratification of the budget, such meeting to be held not sooner than ten (10) days nor more than ninety (90) days after the mailing of such notice. Such meeting may, but need not be, combined with the annual meeting of the Members. Except as required by Section 7 below, there shall be no requirement that a quorum be present in order to vote on ratification of the budget (although a quorum must be present to vote on other matters).

The budget shall be deemed ratified unless at that meeting Members having a majority of the votes of the entire membership vote to reject the budget. If the proposed budget is rejected, the budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the Board.

Any annual assessment ratified by the Members shall continue thereafter from year to year as the annual assessment until changed by the Board and ratified by the Members as set forth herein.

4. Special Assessments - In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement on the Common Area, including fixtures and personal property related thereto, for repayment of indebtedness and interest thereon, or for any other purpose, provided that any such assessment shall have the same assent of the Members as provided in Section 3(B) of this Article V.

5. Assessment Rate: Collection Period - Except as provided in Section 6 of this Article V, the annual and special assessments shall be fixed at a uniform rate for all Lots within each subclass of Lots and may be collected on a yearly, semi-annually, quarterly or monthly basis, as determined by the Board of Directors.

6. Declarant's and Builder's Assessments - Notwithstanding any other provision of this Declaration or the Bylaws of the Association, the Declarant shall not be obligated for, nor subject to, any annual or special assessment for any Lot or other property that it owns within the Properties; provided, however, that the Declarant shall be responsible for paying the difference between: (i) the operating expenses of the Association; and (ii) the total operating revenues of the Association from all sources including, without limitation, annual and special assessments, revenues generated from fees charged by the Association for use of the Common Area, and investment income (said difference being hereinafter referred to as the "Operating Deficit"). For purposes of this Section, the term "operating expenses" shall not include contributions to any reserves for replacement, operating reserves, depreciation reserves, capital expenditures, or special assessments.

Declarant may, by written notice given by the Declarant to the Association on or before November 30 of any year, to be effective as of the next following January 1, terminate its obligation to pay the Operating Deficit and waive its right to exclusion from assessments. In such event, each Lot owned by the Declarant which contains a Dwelling for which a certificate of occupancy has been issued shall be assessed at the rate of twenty-five percent (25%) of the annual assessment in effect for Class A Lots, as the same may change from time to time. Upon sale of such Lot by Declarant to any other person or entity, such Lot shall be assessed at Class A rate, commencing on the first day of the month after title to such Lot is transferred to such third party. Notwithstanding any other provision of this Declaration, a Lot owned by the Declarant which contains a Dwelling occupied as a residence (but not as a model or sales center) shall be assessed at the rate applicable to Class A Lots.

The Declarant, at its option and upon such terms and conditions as Declarant may impose, including, without limitation, the obligation to pay any Operating Deficit, may extend Declarant's exclusion from assessments to any Builder, in which event such Builder may exercise the rights and shall have the obligations of Declarant set forth in the immediately preceding paragraph, and, in such event, any reference to Declarant in this Section 6 shall be deemed to apply to any such Builder.

So long as the Declarant or a Builder is obligated to pay any Operating Deficit, the Association, at the request of Declarant and upon such terms as the Declarant may require, shall open the Common Area and, in particular, the recreational facilities thereon, for use by non-members of the Association (including the general public) and shall grant any easement or license necessary for access to and from and for parking at or near such facilities.

7. Notice and Quorum for any Action Authorized Under Sections 3 A. and 4. - Written notice of any meeting called for the purpose of taking any action authorized under Section 3.A or 4 of this Article V shall be sent to all Members not less than ten (10) days nor more than thirty (30) days prior to the meeting. At such meeting, the presence of Members, in person or by proxy, entitled to cast sixty (60%) percent of the votes of the entire membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and if called for a date not later than sixty (60) days after the date of the first meeting, the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

8. Date of Commencement of Annual Assessments: Amount of Initial and Subsequent Annual Assessments: Certificate of Payment - Unless a different commencement date is set by the Board of Directors, the annual assessments provided for herein shall commence as to all Lots in any phase on the day of conveyance of a Lot or Unit within that phase to an Owner other than the Declarant or a Builder. Unless a lower amount is set by the Board of Directors and ratified by the Members, the first annual assessment shall be the "Maximum Annual Assessment" set forth in Section 3 of this Article and shall be prorated according to the number of months remaining in the calendar year.

At least thirty (30) days before January 1 of each year, the Board of Directors shall fix the amount of the annual assessment against each Lot. At least fifteen (15) days before January 1 of each year, the Board of Directors shall send written notice of such assessment to every Owner subject thereto. The due dates for the payment of annual and special assessments shall be established by the Board of Directors.

The Association shall, upon demand, and for such reasonable charge as the Board of Directors may determine, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. If such certificate states that an assessment has been paid, such certificate shall be conclusive evidence of payment.

9. Effect of Nonpayment of Assessments: Remedies - An assessment not paid within ten (10) days after the due date shall incur such late charge as the Board of Directors may from time

to time establish, and, if not paid within thirty (30) days after the due date, shall also bear interest from the due date at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is less. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot for which such assessment is due. Interest, late payment charges, reasonable attorneys' fees, and the costs of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Lot.

10. Subordination of the Lien to Mortgages - The liens provided for herein shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of a Lot shall not affect any assessment lien; however, the sale or transfer of a Lot pursuant to foreclosure of a first mortgage, or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of any assessment which became due prior to the date of such conveyance. No such sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage.

11. Exempt Property - All property dedicated to and accepted by a public authority and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Ohio shall be exempt from the assessments created herein. Notwithstanding the foregoing, no land or improvements devoted to dwelling use shall be exempt from said assessments.

12. Initial Capital Contribution - At the time of closing of each sale of a Dwelling, including the initial sale of same, a sum equal to twenty-five percent (25%) of the annual assessment for Class A Lots in effect at the time of such sale shall be collected from the purchaser of such Dwelling and transferred to the Association as part of its working capital. The purpose of such working capital contributions is to ensure that the Association will have adequate cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed by the Board of Directors to be necessary or desirable. Amounts paid to pursuant to this Section shall not be considered as an advance payment of any regular or special assessment.

ARTICLE VI RIGHTS OF LENDERS

1. Books and Records - Any owner or holder of a first mortgage or a first deed of trust on any Lot, or its agent, shall have the right, during normal business hours, to examine copies of this Declaration, the Bylaws, and the books and records of the Association and, upon written request to the Association, to receive a copy of the financial statement for the immediately preceding fiscal year.

2. Notice to Lenders - Upon written request to the Association, the owner or holder of a first mortgage on any Lot shall be entitled to timely written notice of:

A. Any 60-day delinquency in the payment of assessments or charges owed by the Owner of the Lot securing its loan;

B. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

C. Any proposed action that requires the consent of a specified percentage of owners or holders of first mortgages on the Lots.

3. Approval of Owners and Holders of First Mortgages - Following the conversion of all Class B Lots to Class A Lots, unless at least seventy-five percent (75%) of the owners and holders of the first mortgages on Lots located within the Properties have given their prior written approval, the Association shall not:

A. by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association. The granting of easements for utilities or other purposes shall not be deemed a transfer within the meaning of this subsection. Nothing herein shall be deemed to prohibit the Association from exchanging Common Area for other real property of like utility and value as provided in Section 1(C) of Article IV of this Declaration, or to require the approval of such exchange by the holders of first mortgages on the Lots;

B. change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot;

C. fail to maintain hazard insurance on insurable improvements on the Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value; or

D. use the proceeds of any hazard insurance policy covering losses to any part of the Common Area for other than the repair, replacement or reconstruction of the damaged improvements.

4. Payment of Taxes and Insurance Premiums - Following the conversion of all Class B Lots to Class A Lots, the owners or holders of first mortgages on Lots, jointly or singly, may pay taxes or other charges which are in default and which have or may become a charge or lien against any of the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy covering property owned by the Association. The persons, firms or corporations making such payments shall be owed immediate reimbursement therefor by the Association.

ARTICLE VII EASEMENTS

1. Access and Utility Easements - Easements for the installation and maintenance of driveways, walkways, water, gas, telephone, cable television and electric power transmission lines, sanitary sewer and storm water drainage facilities, and for other public utility installations are reserved as shown on the recorded plat of the Properties. The Association may reserve or grant easements over the Common Area as provided in Article IV, Section 1(C), of this Declaration. Within any such easement herein provided, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation or maintenance of the utilities installed thereon, or which may change the direction of flow or drainage of water through drainage pipes or channels constructed in such easements.

For a period of thirty (30) years from the date hereof, Declarant reserves, for itself and its employees, agents, successors and assigns, an easement upon and a right of ingress, egress and regress on, over and under the Properties for the purposes of constructing and maintaining water, sewer, gas, storm water drainage and retention, telephone, cable television, and electric, and other utility facilities to the extent required by any applicable governmental entity or deemed by the Declarant to be necessary or convenient for the development, use and enjoyment of the Properties and the Common Area and for the conduct of construction, sales and marketing activities. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil or take any other similar action that it deems reasonably necessary or appropriate. After such action has been completed, Declarant shall grade and seed the affected property and otherwise restore the affected property to its original condition to the extent practicable, but shall not be required to replace any trees, bushes or shrubbery necessarily removed. Declarant shall give reasonable notice of its intent to take such action to each Owner whose Lot is affected.

2. Easements for Governmental Access - An easement is hereby established over the Common Area and every Lot within the Properties for the benefit of applicable governmental agencies for installing, removing, and reading water meters, maintaining and replacing water and sewer facilities, and acting for other purposes consistent with public safety and welfare, including, without limitation, law enforcement, fire protection, garbage collection and the delivery of mail.

3. Owner's Easement and Right of Entry for Repair, Maintenance and Reconstruction - If any Dwelling is located closer than five (5) feet from its Lot line, the Owner thereof shall have a perpetual access easement over the adjoining Lot to the extent reasonably necessary to perform repair, maintenance or reconstruction of such Dwelling. Such work shall be done expeditiously and, upon completion of the work, the Owner shall restore the adjoining Lot to as nearly the same condition as that which existed prior to the commencement of the work as is reasonably practicable. No fence shall be erected within such area adjoining a Dwelling.

4. Association's Easement and Right of Entry - The Association, for itself and its employees, agents, contractors, subcontractors and invitees, shall have a perpetual access

easement over the each Lot to the extent reasonably necessary to perform the maintenance to be performed by the Association.

5. Easement Over Common Area - A perpetual, non-exclusive easement over the Common Area is hereby granted to each Lot and its Owners, family members and tenants of such Owners, the occupants of such Lot, and guests and invitees of such Owners, tenants or occupants, for the purpose of providing access, ingress and egress to and from streets, parking areas and walkways serving the Properties. Notwithstanding the foregoing, this Declaration does not grant to any Lot or Owner any easement of view or sight over the Common Area.

ARTICLE VIII ARCHITECTURAL CONTROL

The Declarant shall have the sole and absolute right to determine the style and appearance of the Dwellings, fences, walls, buildings, outbuildings, garages, storage sheds, mailboxes, lawn decorations, structures of any type, grading, landscaping and any other improvements to be built or constructed on any Lot (hereinafter individually and collectively referred to as "Improvements").

After occupancy of a Dwelling as a residence pursuant to a certificate of occupancy or other similar certificate issued by the City of Cleveland, no Improvements (including, without limitation, replacement of any previously existing Improvements) shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereof be made (including, without limitation, changing materials or color of any exterior portion of any such Improvements), nor shall a building permit for such Improvements or change be applied for or obtained, nor shall any landscaping or re-landscaping of the occupied Lot be commenced or made until plans and specifications showing the nature, kind, shape, heights, materials, color and location of same shall have been submitted to and approved in writing by the Association or by an Architectural Review Committee ("ARC") composed of three or more persons appointed by the Board of Directors of the Association. The Association shall have the right to charge a reasonable fee, not to exceed \$100.00, for receiving and processing each application.

The Declarant and, after the Declarant no longer owns any Lot or Unit within the Properties, the Association, shall have the right to promulgate and from time to time amend written architectural standards and construction specifications (hereinafter the "Architectural Guidelines") which may establish, define and expressly limit the standards and specifications which will be approved, including, but not limited to, architectural style, exterior color or finish, roofing material, siding material, driveway material, landscape design and construction technique. Neither the Association nor the ARC shall approve any Improvements which it determines, in its discretion, not to be in harmony of external design, construction and/or location in relation to the surrounding structures, topography or the general plan of development of the Subdivision.

Neither the Declarant, the Association, the Board of Directors, the ARC, nor any member

or employee of any of them, shall have any liability to any person or entity by reason of any acts taken or omitted by them, or any of them, in good faith pursuant to this Article.

ARTICLE IX PARTY WALLS

1. General Rules of Law to Apply - The general rules of law regarding party walls, lateral support in below-ground construction and of liability or property damage due to negligence or willful acts or omissions shall apply to each wall which is built as part of the original construction of the Dwellings within the Properties and placed on the dividing line between the Lots, and all reconstruction or extensions of such walls, to the extent not inconsistent with the provisions of this Article.
2. Sharing of Repair and Maintenance - The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.
3. Destruction by Fire or Other Casualty - If a party wall is destroyed or damaged by fire or other casualty, any Owner who or which uses the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
4. Easement and Right of Entry for Repair, Maintenance and Reconstruction - Every Owner shall have an easement and right of entry upon the Lot of any other Owner and the Common Area to the extent reasonably necessary to perform repair, maintenance or reconstruction of a party wall and those improvements belonging to his Lot which encroach on an adjoining Lot or Common Area. Such repair, maintenance, or reconstruction shall be done expeditiously, and upon completion of the work, the Owner shall restore the adjoining Lot(s) and Common Area to as nearly the same condition as that which prevailed prior to commencement of the work as is reasonably practicable.
5. Weatherproofing - Notwithstanding any other provision of this Article, an Owner who, by his negligence or willful act, causes the party wall to be exposed to the elements, shall bear the entire cost of furnishing the necessary protection against such elements.
6. Right to Contribution Runs With Land - The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.
7. Certification by Adjoining Property Owner That No Contribution Is Due - If any Owner desires to sell his Lot, such Owner, in order to assure a prospective purchaser that no Owner of an adjoining Lot has a right of contribution as provided in this Article, may request in writing the adjoining property Owner(s) to make a certification that no right of contribution exists, whereupon it shall be the duty of each adjoining property Owner to make such certification

immediately upon request, and without charge; provided, however that where the adjoining property Owner claims a right of contribution, the certification shall contain a recital of the amount claimed. The failure of the adjoining property Owner to respond after twenty (20) days of the effective date of the written notice (as determined in Article XII, Section 9) requesting certification will be deemed an admission that no right of contribution exists.

8. Arbitration - In the event of a dispute concerning a party wall or the provisions of this Article, such dispute shall be resolved pursuant to the provisions of Section 8 of Article XII hereof.

ARTICLE X RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

1. Responsibilities - The Association, subject to the rights of the Owner set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and shall keep the Common Area in good, clean and proper condition, order and repair. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area and the performance of its other obligations hereunder. The Association shall operate and maintain areas designated by the Declarant as Common Areas, whether or not title to such areas has been formally conveyed to the Association. The Association shall also be responsible for enforcement of the covenants and restrictions contained in this Declaration.

2. Manager - The Association may employ and pay for the services of a person or entity, including the Declarant (the "Manager"), to assist the Association in managing its affairs and carrying out its responsibilities hereunder and such other persons or entities, including attorneys and accountants, as the Association deems necessary or advisable, whether such persons or entities are engaged, furnished or employed by the Manager or directly by the Association. The Association may enter into a management agreement for such management services upon such terms as the Board of Directors may deem appropriate. The payment of management fees due to the Declarant may, at Declarant's option, be deferred until such later date as Declarant, in its sole discretion, deem appropriate. Furthermore, any management fees due to Declarant may, at Declarant's option, be credited against any assessments due or to be coming due from the Declarant.

3. Personal Property for Common Use - The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Bylaws of the Association.

4. Insurance: Bonds - The Association shall procure and maintain adequate liability insurance covering the Association. The Association shall also procure and maintain full replacement value hazard insurance on real and personal property owned by the Association, and shall procure and maintain officers', directors' and employees' liability insurance, and such other insurance as it deems necessary or advisable. The premiums for such insurance shall be a common expense paid from the annual assessments provided in Article V of this Declaration.

The Association may cause any or all persons responsible for collecting and disbursing monies of the Association to be bonded.

5. Implied Rights - The Association may exercise any other right or privilege and take any action authorized by this Declaration, the Association's Bylaws, or law, as from time to time amended, and every other right or privilege reasonably necessary to effectuate the exercise of any right or privilege or the taking of any action authorized herein or therein.

6. Declarant's Reserved Rights: Association's Obligation of Cooperation - The Association shall accept conveyance of any Common Area conveyed to it, in fee or by easement, by Declarant or, at the request of Declarant, by an owner of any property within or to be annexed into the Properties and, upon request of Declarant and without further consideration, shall execute any document necessary to evidence such acceptance.

Until such time as Declarant and Builders have completed all of the contemplated improvements and have sold all of the Lots within the Subdivision:

A. Declarant shall have the right to alter the boundaries of the Common Area, whether or not it has been previously deeded to the Association, provided that such alteration does not substantially, materially and adversely affect the function and use of the Common Area. The Association and each Owner hereby irrevocably appoints the Declarant as his attorney-in-fact (coupled with an interest) to execute and/or deliver any documents, plats, deeds, or other written matters necessary or convenient to accomplish the addition of Common Area or Properties, or both, to create easements as deemed necessary by Declarant, and to adjust the boundary or boundaries of the Common Area.

B. Neither the Association nor its Members, nor the use of the Common Area by the Association and its Members, shall interfere with or impede the completion of the improvements or the marketing and sale by the Declarant and the Builder of Lots and homes.

C. Declarant and each Builder shall have the right to make such use of Lots and the Common Area as may facilitate completion of development and sale of Lots and Units by the Declarant and the Builder. Without limiting the foregoing, Declarant shall have the right to maintain or permit the Builder or others to maintain sales offices, model Dwellings and Units, administrative offices, and construction offices (which may be trailers or temporary or permanent buildings), or any or all of same, on Lots or the Common Area. Declarant and the Builder shall also have the right to erect and maintain signs on Lots and/or the Common Area, to bring prospective purchasers upon the Common Area, to use the Common Area for sales and marketing activities for the Subdivision, to grant the right to use the Common Area to a prospective purchasers or any other individual or group, in Declarant's sole discretion, and to conduct any and all other marketing activities deemed appropriate by the Declarant, and to permit the Builder and others to exercise such rights in conjunction with or separate from the Declarant.

D. Subject to the provisions of Section 1(D) of Article IV of this Declaration,

Declarant shall have the right, but not the obligation, to loan money to the Association in such amounts and upon such terms and conditions as to which the Declarant may agree. Payments due to the Declarant under any such loans may, at Declarant's option, be credited against any assessments coming due at any time from the Declarant.

E. In addition to all other rights of the Declarant, no amendment shall be made to this Declaration, and no rule or regulation shall be adopted, interpreted or enforced by the Association, so as to modify the assessments or other charges applicable to the Declarant or a Builder or assessed against the Lots owned by either, or which shall restrict, impair, or, in Declarant's sole judgment, materially adversely affect the activities of the Declarant or the Builder with regard to construction, use of Common Area and delegation of the right to use the Common Area, or the marketing and sale of Lots by the Declarant and Builder, whether or not such activities are enumerated in the preceding paragraphs, without the express prior written consent of Declarant.

ARTICLE XI USE RESTRICTIONS

1. Business Use Prohibited - No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except that the Declarant, the Builder, real estate brokers, Owners and their agents may show Lots for sale or lease. Notwithstanding the foregoing, the Declarant and each Builder and the agents and employees of each, shall have the right to: (i) use Lots and improvements erected thereon for sales offices, field construction offices, storage facilities, and its own general business offices; (ii) maintain fluorescent-lighted or spot-lighted model homes which may be open to the public for inspection seven (7) days per week for such hours as the Declarant or Builder deems appropriate or necessary; (iii) conduct any other activities on Lots to benefit sales efforts; and (iv) use the parking facilities on the Common Area for parking for its employees and invitees.
2. Use of Accessory Structures - No tent, shack, barn, utility shed, or other building, other than a Dwelling and its garage, shall be erected on a Lot, and used temporarily or permanently as a residence, nor shall any such structure be used for any other purpose. Notwithstanding the foregoing, the Declarant and, with the approval of the Declarant, a Builder, may use temporary buildings, offices or facilities in connection with the marketing, sale and construction of Units.
3. Maintenance of Improvements - Each Owner shall maintain in good condition and repair all improvements constructed upon such Owner's Lot, including, without limitation, the Dwelling. No Owner shall change the exterior design or color of the Dwelling on such Owner's Lot, including the roof thereof, except in compliance with Article VIII hereof.
4. Storage Clothes Hanging - No Lot or Common Area shall be used for the storage of rubbish. Outside clothes hanging devices shall not be permitted.
5. Garage Doors - Garage doors shall remain closed at all times except when necessary for ingress and egress.

6. Fencing - No Owner shall erect any fencing on any Lot without the approval of the Architectural Review Committee and contacting any utility companies of any lines or easements that maybe encroached. Notwithstanding the foregoing, the Association shall have, and does hereby reserve, the right to locate, erect, construct, and maintain, or authorize the location, erection, construction and maintenance of community fencing along any boundary between the Common Areas and any Lot, within a six-foot interior border along the perimeter of the Common Areas, and the Association, its successors and assigns, shall have a perpetual easement of access over and through such areas for the purpose of construction and maintenance of such fencing.

7. Nuisances - No noxious, offensive or otherwise nuisance-type activity shall be carried on upon any Lot or the Common Area. No automobile or other vehicle mechanical repairs or like activity shall be conducted within the Properties other than in a garage and concealed from public view.

8. Lawns - Each Lot on which there is a completed Dwelling shall be maintained in a neat condition by the Owner thereof or, as appropriate, the Association. In this context, the word "Lot" shall include that portion of the property from the outside of the structure on the applicable Lot to the adjacent paved road surface. "Neat" shall require, at a minimum, that the lawn be regularly cut and fertilized and that mulched areas be regularly re-mulched and kept weeded so that its appearance is in harmony with the neighborhood. All improved Lots must have grass lawns; no gravel or similar type lawns are permitted. No above-ground swimming pools, tool sheds or shacks, dog or other animal pens or houses or the like, and no unsightly lawn furniture or decorations shall be permitted in such lawn areas. No landscaped mounds or other landscaping improvements that would impede lawn maintenance shall be permitted on a Lot without the prior written consent of the Declarant or the Association.

9. Failure to Maintain - If an Owner fails to maintain the Lot or the improvements thereon, the Association, after giving such Owner at least ten (10) days' written notice, shall be authorized to undertake such maintenance at the Owner's expense. By accepting title to his Lot, each Owner shall be deemed to grant access upon the Owner's Lot and Dwelling for such purpose and such entry shall not constitute a trespass. If such maintenance is undertaken by the Association or Declarant, the charge therefor and all costs of enforcement and collection shall be secured by a lien against the Lot as provided in Article V hereof.

10. Animals - No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of cats, dogs, and other household pets may be kept provided they are kept within the residence and are not kept, bred, or maintained for any commercial purposes or become a nuisance to the neighborhood. No person owning or having custody of an animal shall allow the animal to stray or go upon another Owner's Lot without the consent of such other Owner. No animals shall be permitted on or in the Common Area at any time except as permitted by the rules and regulations of the Association or by applicable law. All animals shall be on a leash when outside the Owner's Dwelling and Owner shall immediately clean up after the animal.

11. Signs - No signs shall be displayed on any Lot with the exception of one "For Sale" or

"For Rent" sign not exceeding 36" x 24" (six (6) square feet) in size, and signs of not more than six (6) square feet expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a Lot earlier than sixty (60) days before such election and shall be removed within two (2) days after such election. The Association may develop uniform sign standards and specifications to which all Owners must adhere. No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the Association. Notwithstanding the foregoing, Declarant and, with the consent of and upon such conditions as Declarant, in its sole discretion, might impose, a Builder shall have the right to erect and maintain signs of any type and size on any Lot which it owns and on the Common Area, in connection with the development and sale of the Properties.

12. Water Retention Areas - The Association shall be responsible for maintaining the portions of the storm water retention and/or drainage system which are within the Common Area, including the water quality and quantity standards of the approved plans, to the extent required by law. A drainage easement is hereby dedicated to the Association for the purpose of maintaining the storm water system to meet water quality and quantity design standards of the approved plans and any future governmental laws, rules or regulations.

Each Owner of a Lot which borders a water retention area shall maintain any portion of that Owner's Lot lying within a retention area free of debris but shall not remove any wetlands species or do anything that would affect adversely water quality within the water retention area.

Swimming and bathing in water retention areas are prohibited. No structures of any kind shall be erected in water retention areas without the prior written consent of the Association. All other uses of water retention areas shall be subject to the prior written approval of the Association and such rules and regulations as the Association may adopt from time to time.

13. Vehicles, Boats and Trailers - No vehicle of any kind shall be parked on any Lot except on a paved parking surface or driveway or within a garage. No truck or vehicle used primarily for commercial purposes (other than those temporarily present on business), no unlicensed vehicles and no trailer may be parked within the Properties. Boats, boat or automobile trailers, campers, travel trailers, recreational vehicles or other similar vehicles, and any vehicle not in operable condition and validly licensed. It may be kept on a Lot if kept inside a garage and concealed from public view. For the purpose of the preceding sentence, the term "kept" shall mean present for either a period of more than ten (10) hours or overnight, whichever is less.

14. Antennae and Roof Structures - No television, radio or other electrical towers, aerials, antennae, satellite dishes, or other devices of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by 37 C.F.R. Part 1, Subpart 5, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory

restrictions relating to safety, location and maintenance of antennae.

To the extent that the reception of an acceptable signal would not be impaired, an antenna permissible pursuant to rules adopted by the Association may be installed only if it: (i) is located in the rear or side yard of the Lot; (ii) is not visible from any street (whether by location or screening); (iii) is integrated with the Dwelling and surrounding landscape; and (iv) is approved by the Association pursuant to Article VIII hereof.

15. Leased Units - An Owner may lease or sublet his Unit; provided, however, that any lease or sublease must be for at least six (6) months, in writing and contain the following provision:

“Tenant shall obey, adhere to and be bound by all provisions of the Declaration Of Covenants, Conditions And Restrictions For The Woodhaven Homeowners Association, recorded in the Office of the Cuyahoga County Recorder as well as the rules and regulations of the Association. Tenant acknowledges that he has received of a copy such Declaration and the rules and regulations of the Association and is familiar with the provisions of same.”

If an Owner fails to include said provision in any lease or sublease, it shall be conclusively deemed to be included and part of said lease or sublease. Owner shall furnish the Association a copy of any leases or subleases of his Unit.

ARTICLE XII GENERAL PROVISIONS

1. Enforcement - The Association or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability - Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

3. Amendment - For so long as Declarant owns any Lot or Unit within the Properties, this Declaration may be amended by the Declarant, without the consent or joinder of any other Owner or the Association. Any such amendment shall be effective upon recording of same with the Cuyahoga County Recorder.

The covenants and restrictions of this Declaration, and any amendments thereto, are appurtenant to and shall run with and be binding upon the Properties and the Owners thereof for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years unless terminated or amended by a vote of the Owners as set forth below.

Subject to the provisions of Section 8(E) of this Article XII hereof, this Declaration may be terminated or amended during the first twenty-five (25) year period by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots, and thereafter by an instrument signed by the Owners of not less than sixty-seven percent (67%) of the Lots; provided, however, that so long as there is Class B membership, no amendment adopted by the Owners shall be effective unless and until such amendment is approved in writing by the Declarant. Amendment or termination shall be by written instrument signed by the appropriate persons or entities and recorded in the Office of the Lorain County Recorder and, upon recordation, shall be binding on all Lots and Units within the Properties and the Owners thereof, without regard to whether the Owner of such Lot voted for or against or signed or did not sign the amendment.

4. Interpretation - Headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing any provision hereof. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the word "including" shall mean "including, without limitation". This Declaration and the provisions thereof shall be construed and enforced in accordance with the laws of the State of Ohio.

5. Subdivision of Lots - No Lot within the Subdivision may be subdivided by sale or otherwise so as to reduce the total Lot area shown on the recorded plat, except by or with the consent of the Declarant and, if required, by the City of Cleveland.

6. Declarant's Right To Change Development - With the approval of the City of Cleveland, and subject only to such terms and conditions as the City of Cleveland may impose, Declarant shall have the right, without consent or approval of the Owners, to create Lots and Units, add Common Area, and reallocate Lots or Units within the Properties.

7. Rules and Regulations: Enforcement - The Board of Directors shall have the authority to adopt additional rules and regulations governing the use of the Common Area and the Lots within the Subdivision and shall furnish a written copy of said rules and regulations to the Owner(s) of each Lot at least fifteen (15) days before such rules and regulations become effective.

In addition to any other rights and remedies that the Association may have under the Bylaws and this Declaration, the Association may impose sanctions for a violation of this Declaration, the Bylaws of the Association, the rules and regulations adopted Association, and any restrictive covenants applicable to the Properties, in accordance with procedures set forth in the Bylaws, which sanctions may include, without limitation, reasonable monetary fines, which shall constitute a lien upon the Lot of the violator, and suspension of the right to vote and the right to use the Common Area any facilities thereon.

In addition, as provided in the Bylaws, the Association may exercise self-help to cure violations (specifically including, but not limited to, the towing of Owner and tenant vehicles that are in violation of parking rules) and may suspend the right of an Owner to use any Common

Area and recreational facility within the Properties if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge due to the Association.

The Association shall at all times have the right and easement to go upon any Lot for the purposes of exercising its rights hereunder, including, but not limited to, enforcement of the architectural guidelines applicable to the Properties. Any entry onto any Lot for purposes of exercising this power of self-help shall not be deemed a trespass. All remedies set forth in this Declaration and the Bylaws shall be cumulative of any remedies available at law or in equity. In any action to enforce its rights and remedies, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement actions. Any such determination shall not be construed as a waiver of the right to enforce such provisions under other circumstances or to estop the Association from enforcing any other covenant, restriction or rule.

8. Dispute Resolution

A. Consensus for Association Action

1) Except as provided in this Section, the Association may not commence a legal proceeding or an action under this Article without the approval of at least two-thirds of the Members. The foregoing shall not apply to: (i) actions brought by the Association to enforce the provisions of this Declaration, the Bylaws, or rules and regulations adopted by the Association (hereinafter collectively referred to as the "Governing Documents"); (ii) the imposition and collection of assessments; (iii) proceedings involving challenges to *ad valorem* taxation; or (iv) counterclaims brought by the Association in proceedings against it.

2) Prior to the Association or any Member commencing any proceeding to which Declarant is a party, including, without limitation, a proceeding based on an alleged defect in any improvement, Declarant shall have the right to be heard by the Members, or the particular Member, and to have access to inspect and correct the condition of or redesign any portion of any improvement as to which a defect is alleged or to otherwise correct or resolve the dispute.

B. Alternative Method for Resolving Disputes - Declarant, its officers, directors, employees and agents, the Association, its officers, directors and committee members, all Owners, Members, any Builder, its officers, directors, employees and agents, and any other person or entity not otherwise subject to this Declaration who agrees to submit to this Section 8 (each such person or entity being herein referred to as a "Bound Party" or, in groups, as the

"Bound Parties") each agrees to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit those claims, grievances and disputes described in Subsection C hereof (herein referred to as the "Claims") to the procedures set forth in Subsection D hereof.

C. Claims - Unless specifically exempted below, all Claims between any of the Bound Parties shall be subject to the provisions of Subsection D hereof, regardless of how such Claims might have arisen or on what they might be based, including, but not limited to, Claims: (i) arising out of or relating to the interpretation, application or enforcement of the Governing Documents or the rights, obligations and duties of any Bound Party under the Governing Documents; (ii) relating to the design and construction of improvements; or (iii) based on any statements, representation, promises, warranties, or other communications alleged to have been made by or on behalf of any Bound Party.

Notwithstanding the foregoing, unless all parties to any such dispute otherwise agree in writing, the following shall *not* be deemed to be Claims covered by this Subsection C and shall *not* be subject to the provisions of Subsection D:

- 1) any proceeding by the Association against any Bound Party to enforce the provisions of Article V of this Declaration;
- 2) any proceeding by the Association or the Declarant to obtain a temporary restraining order or injunction (or equivalent equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the *status quo* and preserve the Association's or the Declarant's ability to act under and enforce the provisions of Articles VIII and XI of this Declaration;
- 3) any proceeding between or among Owners, which does not include the Declarant, a Builder, or the Association as a party, if such proceeding asserts a Claim which would constitute a cause of action independent of the Governing Documents; or
- 4) any proceeding in which no Bound Party is an indispensable party.

With the consent of all parties thereto, any dispute involving any of the foregoing excepted actions may be submitted to the alternative dispute resolution procedures set forth in Subsection D.

D. Mandatory Procedures

1) Notice - Any Bound Party having a Claim (the "Claimant") against any other Bound Party (the "Respondent") (the Claimant and the Respondent being herein individually referred to as a "Party" and collectively as the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

- a) the nature of the Claim, including the persons or entities involved and the Respondent's role in the Claim;
- b) the legal basis of the Claim (i.e., the specific provisions of the Governing Documents or other authority out of which the Claim arises);
- c) the proposed remedy; and
- d) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

2) Negotiation and Mediation

a) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board of Directors of the Association may appoint a representative to assist the Parties in their negotiations.

b) If the Parties do not resolve the Claim within thirty (30) days after the date of the Notice (or within such other time period as may be agreed upon by the Parties), Claimant shall have an additional thirty (30) days in which to submit the Claim to mediation under the auspices of the American Arbitration Association ("AAA") in accordance with the AAA's Commercial or Construction Industry Mediation Rules, as appropriate.

c) If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge the Respondent from any liability to any person or entity other than the Claimant.

d) Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the Parties. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to AAA mediation, or within such other time as may be determined by the mediator or agreed to by the Parties, the mediator shall issue a written notice of termination of the mediation process, which notice shall state that the Parties are at an impasse and set forth the date that mediation was terminated (hereinafter "Termination of Mediation").

e) Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all fees and expenses of the mediator and the administrative fees of mediation. If the Parties agree to a

resolution of a Claim through negotiation or mediation as set forth in this Subsection D, and any Party thereafter fails to abide by the terms of the settlement agreement, any other Party may file suit or initiate arbitration proceedings to enforce the agreement without the need to again comply with the procedures set forth in this Subsection D. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or, if more than one Party is in non-compliance, from all non-complying Parties pro rata) all costs incurred by such Party in enforcing the agreement, including, without limitation, reasonable attorneys' fees and court costs.

3) Binding Arbitration.

a) After Termination of Mediation, Claimant shall be entitled to submit the Claim to final, binding arbitration under the auspices of the AAA in accordance with the AAA's Commercial or Construction Industry Arbitration Rules, as appropriate. No Claim subject to this Subsection D, whether by the provisions thereof or by agreement of the Parties, shall be submitted to or decided by or in a court of law. Any judgment upon the award entered by the arbitrator may be entered in and enforced by a court of competent jurisdiction. If the amount claimed by the Complainant or, by the Respondent in a counterclaim, exceeds \$250,000, the Claim shall be heard and determined by three (3) arbitrators. Otherwise, unless the Parties otherwise agree, the Claim shall be heard and determined by one arbitrator. An arbitrator shall have expertise in the area(s) of the Claim, which may include legal expertise if legal issues are involved.

b) Each Party shall bear its own costs of the arbitration, including attorneys' fees, and each Party shall share equally all fees and expenses of the arbitrator and the administrative fees of arbitration. Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law, the non-contesting Party shall be awarded reasonable attorneys' fees and expenses incurred in defending such contest. All decisions regarding the arbitrability of any Claim shall be decided by the arbitrator(s).

c) The award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as required by law or for confirmation of an award, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all Parties involved in the arbitration.


E. Amendment of Subsection - Notwithstanding any other provision of this Declaration, this Subsection 8 may not be amended prior to the expiration of twenty (20) years from the date of recording of this Declaration without the prior written consent of the Declarant, or, if the Declarant has ceased to exist, by both of the entities identified below as Managing Members of the Declarant.

9. Notices. All notices referred to in this Declaration shall be in writing and addressed in a fashion reasonably calculated to reach the addressee. All notices shall be deemed effective upon: hand delivery one (1) business day after deposit with a nationally recognized overnight delivery service for next day delivery; for three (3) days after deposit with the United States Postal Service for regular mail delivery, postage prepaid.

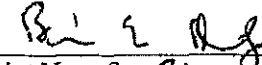
IN WITNESS WHEREOF, Declarant has caused this instrument to be executed under seal as of the date first above written.

Witnesses:


VW Associates, LTD., an Ohio
limited liability company

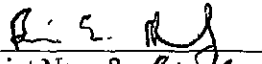

Print Name? Ronald A. Crawford

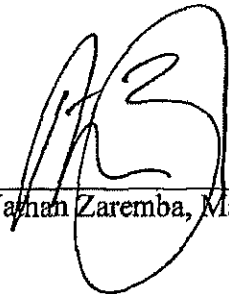
By: Ronald B. Adrine
Ronald B. Adrine, Managing Member

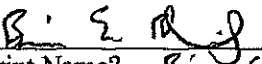

Print Name? Brian E. Blasinsky

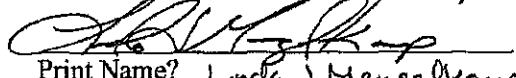
By: Leon R. Hogg
Leon R. Hogg, Managing Member


Print Name? Ronald A. Crawford


Print Name? Brian E. Blasinsky

By: 
Nathan Zarembo, Managing Member


Print Name? Brian E. Blasinsky


Print Name? Linda J. Mengelkamp

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

On this 25 of October, 2002, before me personally appeared Ronald B. Adrine to me personally known, who, being by me duly sworn, did state that he is a Managing Member of VW Associates, Ltd., an Ohio limited liability company, and that said instrument was signed on behalf of said limited liability company, as the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Cuyahoga and State of Ohio the day and year first above written.

Linda J. Mengelkamp
Notary Public State of Ohio
My term expires: Recorded In Lake County
Commission Expires April 19, 2006

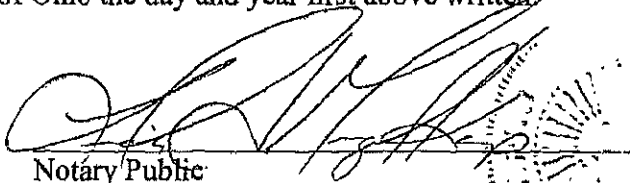

Notary Public

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

On this 25 of October, 2002 before me personally appeared Leon R. Hogg Sr. to me personally known, who, being by me duly sworn, did state that he is a Managing Member of VW Associates, Ltd., an Ohio limited liability company, and that said instrument was signed on behalf of said limited liability company, as the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Cuyahoga and State of Ohio the day and year first above written.

Linda J. Mengelkamp
Notary Public State of Ohio
My term expires: Recorded In Lake County
Commission Expires April 19, 2006


Notary Public

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

On this 26 of September, 2002, before me personally appeared Nathan Zarembka to me personally known, who, being by me duly sworn, did state that he is a Managing Member of VW Associates, Ltd., an Ohio limited liability company, and that said instrument was signed on behalf of said limited liability company, as the free act and deed of said limited liability company .

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Cuyahoga and State of Ohio the day and year first above written.

Linda J. Mengelkamp
Notary Public State of Ohio
Recorded In Lake County

My term expires ~~Commission Expires April 19, 2006~~ Notary Public




Exhibit A
Legal Description of the Property

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio and known as being subplot nos. S1 through S16 inclusive, and T1 through T8 inclusive in the Villas of Woodhaven of part of the original one hundred acre lot No. 399as shown by the recorded plat in Volume 312, page 51 of Cuyahoga County Map Records, as appears by said plat, be the same more or less, but subject to all legal highways.

Permanent Parcel Numbers:

119-04-079
119-04-078
119-04-077
119-04-076
119-04-075
119-04-074
119-04-073
119-04-072
119-04-090-092
119-04-087
119-04-086
119-04-085
119-04-083
119-04-082
119-04-081
119-04-080
119-04-088
119-04-089
119-04-168
119-04-169
119-04-170
119-04-171
119-04-172
119-04-173

EXHIBIT B

WOODHAVEN HOMEOWNERS ASSOCIATION,
an Ohio Nonprofit Corporation

BYLAWS

Adopted: October 25, 2002

**BYLAWS OF THE
WOODHAVEN HOMEOWNERS ASSOCIATION**

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**BYLAWS OF THE
WOODHAVEN HOMEOWNERS ASSOCIATION**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is **WOODHAVEN HOMEOWNERS ASSOCIATION** (hereinafter the "Association"). The principal office of the Association shall be located 737 Bolivar Road, Suite 4000, Cleveland, Ohio 44115. The location of the principal office of the Association may be changed by the "Board of Directors" (as described in Article V, below). Meetings of Members and directors may be held in such places as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

All terms defined in the Declaration Of Covenants, Conditions And Restrictions for the Woodhaven Homeowners Association, dated October 25, 2002, to be recorded in Office of the Cuyahoga County Recorder (the "Declaration"), shall have the same meanings when used herein. The terms of the Declaration are incorporated herein by this reference.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

Membership and voting rights shall be as provided for in Article III of the Declaration.

**ARTICLE IV
MEETINGS OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within six (6) months after Class B Lots cease to exist (as provided in Article III of the Declaration), at the time and place specified by the Board of Directors in the notice to Members of the meeting. Each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter on the day, at the hour, and at the place specified in the notice to the Members of the meeting.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or a majority of the members of the Board of Directors. After Class B Lots cease to exist, special meetings of the Members may be called upon the written request of the Members entitled to at least ten percent (10%) of the votes of the entire membership.

Section 3. Place of Meetings. Meetings of the Members shall be held at such place within Cuyahoga County, Ohio, or as may be determined by the Board of Directors.

Section 4. Notice of Meetings. Except as otherwise provided in the Declaration or these Bylaws, written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, to each Member entitled to vote at such meeting, by hand delivery or by mailing a copy of such notice, postage prepaid, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Notice shall be sent in accordance with Article XI not less than fifteen (15) days before the date of the meeting. The Board of Directors may opt to provide an annual schedule of meetings within the first quarter of the calendar year. Such notice shall specify the place, day and hour of the meeting, and, in case of a special meeting, the exact purpose of the meeting, including the text of any proposals to be voted on at such special meeting. Waiver by a Member in writing of the notice required herein, signed by him before or after such meeting, shall be equivalent to the giving of such notice.

Section 5. Quorum. Except as otherwise provided in the Declaration (including, specifically, Section 7 of Article V thereof) or these Bylaws, the presence at a meeting of Members or their proxies entitled to cast one-third (1/3) of the votes of the entire membership shall constitute a quorum for any action. If, however, a quorum is not present or represented at any meeting, the Members or their proxies present and entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented. Provided, however, that such meeting will not be adjourned more than three (3) times. On the third such adjourned meeting, the one-fourth (1/4) of the members of the entire membership present at such a meeting will constitute a quorum.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot.

Section 7. Informal Action by Members. Any action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the persons who would be entitled to vote upon such action at a meeting and filed with the Secretary of the Association to be kept in the minute book of the Association.

Section 8. Ratification of the Budget by the Members. After Class B Lots cease to exist, the Board of Directors shall adopt a proposed budget for the Association at least annually. Within thirty (30) days after adoption of the proposed budget, the Board of Directors shall send a copy of the proposed budget to the Members and shall give written notice to the Members of a meeting of the Members to consider ratification of the budget, such meeting to be held not sooner than ten (10) days nor more than sixty (60) days after the mailing of such notice. Such meeting may, but need not be, combined with the annual meeting of the Members. There shall be no requirement that a quorum be present in order to vote on ratification of the budget (although a quorum must be present to vote on other matters). The budget shall be deemed ratified unless at that meeting Members having a majority of the votes of the entire membership vote to reject the budget. If the proposed budget is rejected, the budget last ratified by the Members shall be

continued until such time as the Members ratify a subsequent budget proposed by the Board.

ARTICLE V BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs of the Association shall be managed by a Board of Directors.

Section 2. Declarant's Right to Appoint and Remove Directors. Until Class B Lots cease to exist, Declarant shall have the right to appoint and remove all directors of the Association.

Section 3. Number, Term and Qualification. The number of directors of the Association shall be three (3) until the first annual meeting of the Association, at which time the number of directors shall be increased to five (5). At the first annual meeting, the Members shall elect one director to serve for a term of one year, two directors to serve for a term of two years, and two directors to serve for a term of three years.

At each annual meeting thereafter, the Members shall elect the number of directors needed to fill the vacancy or vacancies created by the director or directors whose term(s) is (are) expiring, to serve for a term of three (3) years (except in the case of the initial election of directors, in which case the term of that director may be shortened to provide for the staggering set forth in this Section, or in the case of the filling of a vacancy, in which case the director elected to fill the vacancy shall be elected for the unexpired term of the director whose vacancy is being filled).

The term of office of the directors shall be staggered so that, except for an election to fill a vacancy or to fill a newly-created directorship, the terms of not less than one (1) nor more than three (3) directors shall expire at each annual meeting. Each director shall hold office until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualified. Directors need not be members of the Association, subject to the terms of Section 4 of this Article V, below.

After Class B Lots cease to exist, the Members of the Association may, by a majority of the votes cast at any duly called annual or special meeting of the Members at which a quorum is present, increase or decrease the number of directors of the Association, provided, however, that the number of directors may not be increased to more than nine (9) nor decreased to less than five (5) without amendment of these Bylaws.

Section 4. Nomination. Nomination for election to the Board of Directors may be made by a "Nominating Committee". Nominations may also be made from the floor at the annual meeting of the Members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The

Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members, provided, however, that after Class B Lots cease to exist, at least 51% of the directors shall be Members of the Association.

Section 5. Election. Except as provided in Section 7 of this Article, the directors shall be elected at the annual meeting of the Members by secret written ballot. In such election, the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled under the provisions of Article III of these Bylaws. The person(s) receiving the highest number of votes shall be elected. Neither cumulative voting nor fractional voting is permitted.

Section 6. Removal. Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members present and entitled to vote at any meeting of the Members at which a quorum exists; provided, however, that the Members may not remove a director appointed by the Declarant, as provided in Section 2 this Article V.

Section 7. Vacancies. A vacancy occurring in the Board of Directors may be filled by the selection by the remaining directors of a successor, who shall serve for the unexpired term of his predecessor. The Members may elect a director at any time to fill any vacancy not filled by the directors.

Section 8. Compensation. No director shall receive compensation for any service rendered to the Association in the capacity of director. However, any director may be reimbursed for actual reasonable and necessary expenses incurred in the performance of directorial duties.

Section 9. Initial Directors. The initial Directors of the Association, shall be _____ and _____, who shall serve as Directors until the first annual meeting of the Association.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually, without notice, and at such place and hour as may be fixed from time to time by resolution of the Board. Should the date of such meeting fall on a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors

present at a duly-held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 4. Informal Action by Directors. Any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if written consent to the action so taken is signed by all the directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 5. Chairman. A Chairman of the Board of Directors shall be elected by the directors and shall preside over all Board meetings until the President of the Association is elected. Thereafter, the President shall serve as Chairman. In the event there is a vacancy in the office of the President, a Chairman shall be elected by the Board of Directors to serve until a new President is elected.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the Members and their guests thereon and establishing penalties for infractions thereof, and adopt and publish rules and regulations interpreting and/or supplementing the restrictions and covenants applicable to the Property, and take any and all actions deemed by the Board of Directors to be necessary or appropriate to enforce such rules and regulations;

(b) suspend a Member's voting rights during any period in which he shall be in default in the payment of any assessment levied by the Association pursuant to Article V of the Declaration. Such rights may also be suspended after such notice and hearing as the Board of Directors, in its sole discretion, shall establish, for a period not to exceed sixty (60) days, for infraction of the published rules and regulations of the Association;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association by these Bylaws, the Declaration, or law and not reserved to the Members by other provisions of same;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors without good cause;

(e) employ a manager (including the Declarant, as provided in the Declaration) and such other employees or independent contractors as it deems necessary and prescribe their duties, and contract with a management company to manage the operation of the Association. In the event that a contract is entered into with a management company, such contract must be terminable by the Board of Directors without cause or penalty on not more than

ninety (90) days' notice and any management contract made with the Declarant shall be for a period not to exceed three (3) years;

(f) employ attorneys, accountants and other persons or firms to represent the Association when deemed necessary;

(g) grant easements for the installation and maintenance of sewage, utility or drainage facilities upon, over, under and across the property owned by the Association without the assent of the Members when such easements are necessary for the convenient use and enjoyment of the Property; and

(h) appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient.

The Board of Directors may, in its discretion, delegate any of its powers to a subcommittee of the Board, an officer of the Association, or a manager, agent or attorney employed by the Association, provided, however, that such delegation shall not relieve the Board of its obligation to ensure that the duties set forth in this Article VII are faithfully carried out or that the powers so delegated are appropriately exercised by such delegate.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing at least fifteen (15) working days before such meeting by Members entitled to at least one-fourth (1/4) of the votes appurtenant to the Class A Lots;

(b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(c) as provided in Section 8 of Article IV of these Bylaws and in Section 7 of Article V of the Declaration, adopt annual budgets and obtain Member ratification thereof, and establish and enforce procedures for collection of assessments and for filing and enforcement of liens for unpaid dues as provided in the Act;

(d) issue, or cause an appropriate officer of the Association to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be established by the Board of Directors for the issuance of such certificate. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of payment;

(e) procure and maintain: (i) adequate liability insurance covering the Association; (ii) officers' and directors' errors and omissions insurance; and (iii) full replacement

value hazard insurance on the real and personal property owned by the Association;

(f) cause the Common Area and all facilities erected thereon and any portions of any Lot or Unit for which the Association has maintenance responsibility to be maintained;

(g) establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the improvements constructed on the Common Area;

(h) provide such notices to and obtain such consents from the owners and holders of first deeds of trust on Lots within the Property as is required by the Declaration or these Bylaws;

(i) pay all ad valorem taxes and public assessments levied against the real and personal property owned in fee by the Association; and

(j) hold annual and special meetings and elections for the Board of Directors.

Section 3. Enforcement. In addition to such other rights as are specifically granted in the Articles of Incorporation, the Declaration or these Bylaws, the Board of Directors shall have the power, pursuant to the procedures set forth in this Section, to impose sanctions for violations by an Owner, a member of the Owner's family, or any occupant, tenant, employee, guest or invitee of the Owner, of the Declaration, these Bylaws, rules and regulations adopted Association or the Restrictive Covenants applicable to the Property (hereinafter individually and collectively referred to as the "Rules"), which sanctions may include, but are not limited to, reasonable monetary fines, not to exceed the greater of the costs actually incurred by the Association in abating such violation including, without limitation, attorney's fees, or \$10.00 per day, or part thereof, in which the violation continues to exist for a first violation, \$25.00 per day for a second violation of the same rules or regulations, and \$100.00 per day for a third or subsequent violation, and which fines shall constitute a lien upon the Lot of the Owner, and suspension of the right to vote and the right to use any recreational amenities within the Common Area. In addition, the Board may suspend any services provided by the Association to an Owner or the Owner's Lot if the Owner is delinquent in paying any assessment or other charges owed to the Association. The failure of the Board to enforce any of the Rules shall not be deemed a waiver of the right to do so thereafter.

(a) Notice. Before imposition of any sanction, the Board or its delegate shall give the Owner written notice describing: (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than ten (10) days within which the Owner may present a written request for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a request for a hearing is received by the Board before the end of the period set forth in such notice (the "Notice Period"). Such notice will be made in accordance with Article XI. The Board shall include in its minutes evidence of the giving of such notice, including a copy of the notice and a statement of the date and manner

of delivery signed by the officer, director or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting, unless the appearance is made to protest the lack of notice.

If a request for a hearing is not received before the end of the Notice Period, the sanction stated in the notice shall be imposed; provided, however, that the Board may waive any proposed sanction if the violation is cured before the end of the Notice Period. Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.

(b) Hearing. If a hearing is timely requested, the hearing shall be held by the Board in executive session or by a committee of not less than three (3) Members (who may or may not be Directors of the Association) appointed by the Board for the purpose of hearing such appeals. The Owner shall be afforded a reasonable opportunity to be heard. A written statement of the results of the hearing and the sanction, if any, imposed, shall be placed in the minutes of the Board.

If the hearing was held before a subcommittee of the Board, the Owner shall have the right to appeal the decision to the Board by giving a written notice of appeal to the President or Secretary of the Association within ten (10) days after the initial hearing date. If such notice of appeal is given, the Board shall schedule and notify the Owner of the date of the appeal hearing, which must be attended by not less than seventy-five percent (75%) of the members of the Board. The Owner shall be afforded a reasonable opportunity to be heard. The Board may, by majority vote of the Directors present at such appeal hearing, affirm, modify or reverse the decision of the subcommittee. A written statement of the results of the hearing and the sanction, if any, imposed, shall be placed in the minutes of the Board.

(c) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Rules, without the necessity of compliance with the notice and hearing procedures set forth herein, by self-help methods (specifically including, but not limited to, the towing of Owner and tenant vehicles parked in violation of parking rules) or by action at law or in equity to enjoin any violation or to recover monetary damages or both. In any such action, to the maximum extent permissible, the Association shall be entitled to recover all costs of such action, including reasonable attorney's fees incurred. Any entry onto any Lot for purposes of exercising this power of self-help shall not be deemed as trespass.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the Association shall be a President, who shall at all times be a member of the Board of Directors, a Secretary, a Treasurer, and such Vice President(s) and other officers as the Board may from time to time by resolution appoint.

Section 2. Election of Officers. The election of officers shall take place at the first

meeting of the Board of Directors following each annual meeting of the Members. Notwithstanding any other provision of these Bylaws, until Class B Lots cease to exist, Declarant shall have the right to appoint and remove all officers of the Association.

Section 3. Term. The officers of the Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless they shall sooner resign, be removed, or be otherwise disqualified to serve.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer (except an officer appointed by the Declarant as set forth in Section 2 of this Article) may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by the Board. The person appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article. Notwithstanding the foregoing, the offices of Secretary and Treasurer may be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The President shall: preside at all meetings of the Board of Directors and of the Members; see that orders and resolutions of the Board are carried out; sign all leases, promissory notes, mortgages, deeds and other written instruments; and, in the absence of the Treasurer, sign all checks.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

(c) Secretary. The Secretary shall: record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring a seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association and their addresses; and perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall: receive and deposit in appropriate bank

accounts all funds of the Association and disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; issue, or cause to be issued, all requested certificates setting forth whether the assessments applicable to a specific Lot have been paid; cause an annual audit of the Association books to be made by an independent public accountant at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the Members; and, if directed by resolution of the Board of Directors, sign all checks of the Association.

Section 9. Initial Officers. The initial officers of the Association, who shall serve until the first annual meeting of the Board of Directors, shall be:

President: Nathan Zarembo Treasurer: Brian E. Blainsky
Vice President: Leon Hogg Jr Secretary: Brian E. Blainsky

ARTICLE IX COMMITTEES

The Board of Directors of the Association shall appoint a Nominating Committee as provided in Section 3 of Article V of these Bylaws. The Board of Directors may appoint an architectural committee and such other committees as it deems necessary to carry out the affairs of the Association.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall, at all times during reasonable business hours, be subject to inspection by any Member or his agent. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI MISCELLANEOUS

Section 1. Corporate Seal. The Association may have a seal in a circular form having within its circumference the words: Woodhaven Homeowners Association; and such seal, as impressed in the margin hereof, is hereby adopted as the corporate seal of the Association.

Section 2. Amendments. So long as Class B Lots continue to exist, these Bylaws may be amended by a majority of the directors then holding office.

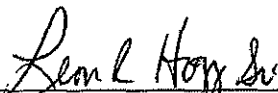
After Class B Lots cease to exist, these Bylaws may be amended if such amendment is approved by: (i) the Board of Directors; (ii) Members entitled to cast at least fifty-one percent (51%) of the votes of the Association; and (iii) so long as Declarant owns any Lots within the Subdivision, by the Declarant.

Section 3. Conflicts. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

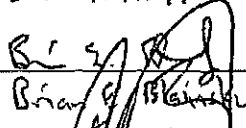
Section 4. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 5. Gender. Any use of the masculine gender in these Bylaws shall be construed to include the feminine gender. Any use of the singular shall be construed, as appropriate, to include the plural, and vice versa.

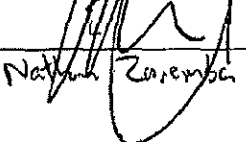
Section 6. Notices. All notices referred to in this Declaration shall be in writing and addressed in a fashion reasonably calculated to reach the addressee. All notices shall be deemed effective upon: hand delivery one (1) business day after deposit with a nationally recognized overnight delivery service for next day delivery, or for three (3) days after deposit with the United States Postal Service for regular mail delivery, postage prepaid.



Leon R. Hoagg Sr., Director



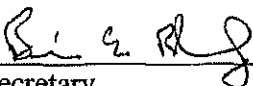
Brian G. Blainey, Director



Nathan Zarembo, Director

CERTIFICATE

The foregoing Bylaws were duly adopted as and for the Bylaws of the Woodhaven Homeowners Association by the Board of Directors of said Association at its initial meeting held on October 25, 2002.



Secretary

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CUYAHOGA COUNTY RECORDER
PATRICK J. OMALLEY
DEED 04/28/2003 04:10:25 PM
200304282107

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE
VW COMMUNITY ASSOCIATION, INC.**

This Amendment to Declaration of Covenants, Conditions and Restrictions for the VW Community Association, Inc. ("Amendment") is made this 15th day of April, 2003, by the VW Associates, Ltd., an Ohio limited liability company ("Declarant"):

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located between East 84th Street and East 87th Street between Euclid Avenue and Chester Avenue, Cleveland, Cuyahoga County, Ohio as more fully described on Exhibit "A", attached hereto and incorporation herein ("Existing Property");

WHEREAS, Declarant imposed that certain Declaration of Covenants, Conditions and Restrictions for the Woodhaven Homeowners Association on the Existing Property, which document is dated October 25, 2002, and was filed for record with the Cuyahoga County Recorder on January 16, 2003, and having instrument number 200301160665 (the "Declaration");

WHEREAS, Declarant inadvertently utilized the name "Woodhaven Homeowners Association," which is a name already utilized by another entity filed with the Ohio Secretary of State on September 4, 1997, having Charter Number 990726 (the "Neighbor Association"), which governs property near the Existing Property;

WHEREAS, due to changed circumstances, Declarant does not intend the Existing Property to be subject to the Neighbor Association or any declarations, covenants, conditions or restrictions which may govern any property subject to the Neighbor Association; and

WHEREAS, Declarant hereby desires to modify the Declaration by changing the name of the Association to govern the Existing Property from "Woodhaven Homeowners Association" to "VW Community Association, Inc."

NOW THEREFORE, Declarant declares that the term "Association", as utilized in the Declaration, will mean the VW Community Association, Inc.

All other terms of the Declaration, not modified by this Amendment, will remain in full force and effect.

Surety Title Agency, Inc.
~~CONFIDENTIAL~~ ST 27268
~~CONFIDENTIAL~~ 03-082C

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed as of the date first above written.

Witnesses:

VW ASSOCIATES, LTD., an Ohio limited liability company

B. E. Blasinsky
Print Name: Brian E. Blasinsky

By: Ronald B. Adrine
RONALD B. ADRINE, Managing Member

Michele Roquemore Comer
Print Name: Michele Roquemore Comer

B. E. Blasinsky
Print Name: Brian E. Blasinsky

By: Leon R. Hogg
LEON R. HOGG, SR., Managing Member

Bridgette Rodgers
Print Name: Bridgette Rodgers

B. E. Blasinsky
Print Name: Brian E. Blasinsky

By: Nathan Zarembo
NATHAN ZAREMBA, Managing Member

B. E. Blasinsky
Print Name: Brian E. Blasinsky

Linda J. Mengelkamp
Linda J. Mengelkamp

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

On this 15th day of April, 2003, before me personally appeared Ronald B. Adrine, to me personally known, who, being by me duly sworn, did state that he is a Managing Member of VW Associates, Ltd., an Ohio limited liability company, and that said instrument was signed on behalf of said limited liability company, as the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Cuyahoga and State of Ohio the day and year first above written.

My term expires: No Expiration Date Michele Roquemore Comer
Notary Public Michele Roquemore Comer, Esq.

STATE OF OHIO)
) SS
COUNTY OF Cuyahoga

On this 15th day of April, 2003, before me personally appeared Leon R. Hogg, Sr., to me personally known, who, being by me duly sworn, did state that he is a Managing Member of VW Associates, Ltd., an Ohio limited liability company, and that said instrument was signed on behalf of said limited liability company, as the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Cuyahoga and State of Ohio the day and year first above written.

My term expires: 6/27/2006 Bridgette Rodgers
Notary Public



STATE OF OHIO)
) SS
COUNTY OF Cuyahoga)

On this 19 day of March, 2003, before me personally appeared Nathan Zarembo, to me personally known, who, being by me duly sworn, did state that he is a Managing Member of VW Associates, Ltd., an Ohio limited liability company, and that said instrument was signed on behalf of said limited liability company, as the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Cuyahoga and State of Ohio the day and year first above written.

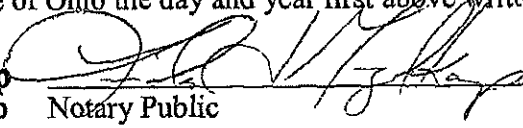
Linda J. Mengelkamp 
My term expires: **Notary Public State of Ohio** Notary Public
Recorded In Lake County
Commission Expires April 19, 2006



Exhibit A
Legal Description of the Property

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio and known as being Sublot Nos. S1 through S16 inclusive, and T1 through T8 inclusive in the Villas of Woodhaven of part of the original one hundred acre Lot No. 399 as shown by the recorded plat in Volume 312, page 51 of Cuyahoga County Map Records, as appears by said plat, be the same more or less, but subject to all legal highways.

Permanent Parcel Numbers:

119-04-079
119-04-078
119-04-077
119-04-075
119-04-074
119-04-073
119-04-072
119-04-090-092
119-04-087
119-04-086
119-04-085
119-04-083
119-04-082
119-04-080
119-04-088
119-04-089
119-04-168
119-04-169
119-04-170
119-04-171
119-04-172
119-04-076
119-04-084
119-04-081

**AMENDMENT TO BYLAWS
OF THE
VW COMMUNITY ASSOCIATION, INC.**

This Amendment to Bylaws of the VW Community Association, Inc., an Ohio non-profit corporation ("Amendment") is made this 15th day of April, 2003 by VW Associates, Ltd., an Ohio limited liability company ("VWA").

WITNESSETH:

WHEREAS, VWA adopted certain Bylaws of the Woodhaven Homeowners Association dated October 25, 2002 ("Bylaws");

WHEREAS, VWA imposed that certain Declaration of Covenants, Conditions and Restrictions of Woodhaven Homeowners Association ("Association"), which document is dated October 25, 2002, and was filed for record with the Cuyahoga County Recorder on January 16, 2003, and having instrument number 200301160665, as amended by the Amendment to Declaration of Covenants, Conditions and Restrictions for the VW Community Association, Inc., dated March __, 2003 (the "Declaration");

WHEREAS, VWA is the owner of certain real property located between East 84th Street and East 87th Street between Euclid Avenue and Chester Avenue, Cleveland, Cuyahoga County, Ohio as more fully described on Exhibit A, attached to the Declaration ("Existing Property");

WHEREAS, the name "Woodhaven Homeowners Association" is a name already utilized by another entity filed with the Ohio Secretary of State on September 4, 1997, having Charter Number 990726 (the "Neighbor Association"), which governs property near the Existing Property;


WHEREAS, due to the changed circumstances, VWA does not intend the Existing Property to be part of the Neighbor Association; and

WHEREAS, VWA hereby desires to modify the Bylaws by changing the name of the Association from "Woodhaven Homeowners Association" to "VW Community Association, Inc."

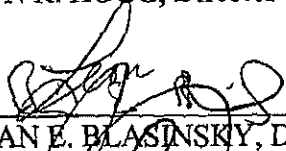
NOW THEREFORE, VWA states that the term "Association", as utilized in the Bylaws, shall mean the VW Community Association, Inc.

All other terms of the Bylaws, not modified by this Amendment, shall remain in full force and effect.

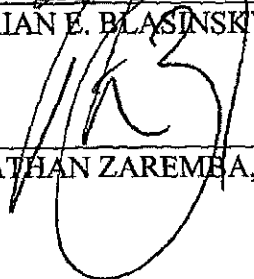
IN WITNESS WHEREOF, VWA has caused this Amendment to be executed as of the date first above written.



LEON R. HOGG, Director



BRIAN E. BLASINSKY, Director



NATHAN ZAREMBA, Director

GUYAHOGA COUNTY RECORDER
200304282107 PAGE 7 of 7

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE
VW COMMUNITY ASSOCIATION, INC.

PREAMBLE

A. On January 16, 2003, VW Associates, Ltd., an Ohio limited liability company (the "**Declarant**") submitted certain premises (the "**Properties**") to the document entitled "Declaration of Covenants, Conditions, and Restrictions for the Woodhaven Homeowners Association" (the "**Declaration**"), which Declaration has been recorded as Instrument No. 200301160665, Cuyahoga County Records.

B. On April 28, 2003 Declarant recorded a document entitled "Amendment to Declaration of Covenants, Conditions, and Restrictions for the VW Community Association, Inc." (the "**First Amendment**"), which amendment changed the name of the Association in the Declaration from Woodhaven Homeowners Association to VW Community Association, Inc., which First Amendment has been recorded as Instrument No. 200304282107, Cuyahoga County Records.

C. Article II, Section 3, of the Declaration permits Declarant to add additional property to the operation of the Declaration by recording a supplement to the Declaration, without the consent of the Members, for so long as Declarant owns any Lot within the Properties.

D. Article XII, Section 3 of the Declaration provides that "For so long as Declarant owns any Lot or Unit within the Properties, this Declaration may be amended by the Declarant, without the consent or joinder of any other Owner or the Association".

E. Declarant presently owns more than one Lot and/or Unit within the Properties, and accordingly the Declaration may be amended by the Declarant, and additional property may be added to the operation of the Declaration without the consent or joinder of any other Owner or the Association.

F. Declarant desires to amend the Declaration as provided herein, and desires to submit the following described real property to the operation of the Declaration (the "**First Expansion Property**"):

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio, and being known as Sublots T-9 through T-16, inclusive, as shown on the Villas of Woodhaven Phase 2 plat recorded April 8, 2004 as Volume 331, Page 51, Cuyahoga County Records, and Sublots T-22 through T-42, inclusive, as shown on the Villas of Woodhaven Phase 3 plat recorded January 28, 2005 as Instrument

27748
03-0820

No. 200501280178, Volume 337, Page 34, Cuyahoga County Records, be the same, more or less, but subject to all legal highways.

NOW, THEREFORE, the Declarant hereby declares that the Declaration be, and that the same hereby is, amended as follows (the "**Second Amendment**") (unless otherwise expressly provided herein, the capitalized terms used herein shall have the same meanings as defined in the Declaration):

1. The Preamble is incorporated in and made a part of this Second Amendment.
2. Article II, Section 3: The First Expansion Property is added to the Properties and shall be held, sold and conveyed, subject to the covenants, conditions, easements and restrictions set forth in the Declaration and Code, as the same have been and may be amended, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all of the parties having any right, title or interest in the described properties or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.
3. Article IV, Section 1.D.: The phrase "and at least two-thirds (2/3) of the votes appurtenant to each Class of Lots" is deleted.
4. Article IV, Section 2.A.: This Section is deleted and replaced with the following:
 - A. Family - The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be exercised by members of the Owner's family who occupy a Dwelling within the Properties.
5. Article IV, Section 2.B.: This Section is deleted and replaced with the following:
 - B. Tenants; Contract Purchasers - The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be delegated by such Owner to his tenants or contract purchasers who occupy a Dwelling within the Properties.
6. Article VII, Section 6: The following is added as new Article VII, Section 6:
 6. Utility Easements Through Lots and Dwellings. There is hereby reserved in favor of Declarant and granted to the Association, its successors and assigns, a non-exclusive easement upon, across, over, through and under the Properties, including Lots and Dwellings, for ingress, egress, installation, replacement, repair and maintenance of all utilities and service lines and systems (whether serving the Common Areas or one or more townhomes or Lots, and whether located within the Common Areas, a Lot, or townhome) including, but not limited to, water, sewer, energy, drainage, gas, telephone, electricity, television, cable and communication lines and systems, and for access to all utility meters. By virtue of this easement, it shall be expressly permissible for Declarant and the Association and their successors and assigns, or the providing utility or service company, to install and maintain facilities and equipment on the Properties provided that

such facilities shall not materially impair or interfere with any Dwellings and provided further that any areas disturbed by such installation and maintenance are restored to substantially the condition in which they were found. By virtue of this easement it shall also be expressly permissible for a the Association, and its agents, contractors, and employees, to maintain, repair, and replace such utility facilities and equipment which may serve one or more townhomes, but which are located within another Lot or townhome, provided that such maintenance, repair, and replacement activities shall not unreasonably impair or interfere with the use of any townhomes or Lots, and provided further that any areas disturbed by such installation and maintenance are restored to substantially the same condition in which they were found at the sole cost and expense of the Association. 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 Declarant or the ARC, or unless the same are shown on a recorded plat.

7. **Article IX, Section 9:** The following is added as new Article IX, Section 9, regarding Party Walls:

9. **Easements for Encroachments.** If by reason of the construction, repair, restoration, partial or total destruction and rebuilding, or settlement or shifting of any Townhome, (a) a Party Wall of a Townhome shall encroach upon the Lot of the Townhome 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 a Townhome (including but not limited to roof overhangs) shall encroach upon any part of the Common Areas or any part of an adjacent Lot, easements in favor of the Owner of the Townhome are hereby established for the maintenance of such encroachment; provided, however, in no event shall a valid easement for any encroachment be created in favor of an Owner if such encroachment occurs due to his or her willful conduct.

8. **Article X, Sections E, F, and G:** The following is added as new Article X, Sections E, F, and G:

E. **Common Sanitary Sewer Maintenance:** Attached townhomes constructed in the first phase of the Properties (those constructed on land submitted to the Declaration in the original 2003 recording) are constructed with common sanitary sewer lines, with the "house" line serving an individual Unit running into a common line serving all Units in the building, which in turn connects to the public sanitary line maintained by the City. Townhomes constructed in later phases may have common sanitary lines, or may have individual sanitary lines running directly from the Unit to the public sanitary line maintained by the City. The Association shall provide the maintenance, repair and replacement of all common sanitary sewer lines serving more than one townhome, from the point such lines connect to the house sanitary sewer line serving only one townhome, to the point such lines connect to the main sewer line which is the responsibility of the City or other governmental body having jurisdiction. Such maintenance shall

be a common expense shared equally by all Owners of Units within the building served by such common sanitary sewer. Each townhome Owner is responsible for the maintenance of their house sanitary sewer line which serves only their townhome, to the point it connects with the common sanitary sewer line maintained by the Association or the main sewer line which is the responsibility of the City or other governmental body having jurisdiction.

F. **Common Utility Maintenance** All townhomes may contain common utility lines serving more than one Unit. The Association shall provide the maintenance, repair and replacement of all common utility lines serving more than one townhome, including domestic water lines, natural gas lines, electric lines, telecommunications lines (including telephone, television, and internet access lines) and other such utility lines if such lines serve more than one townhome, from the point each such utility line serves only one townhome to the point such utility lines become the responsibility of the providing utility company, City, or other governmental body having jurisdiction (maintenance, repair, and replacement of the portion of such utility lines serving only one townhome is the responsibility of the townhome Owner). Such maintenance shall be a common expense shared equally by all Owners of Units within the building served by such common utility lines.

G. **Easements**. 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 townhome Lot (including the interior and exterior portions of all townhomes) for the purposes of fulfilling the Association's responsibilities as provided in Sections E and F above.

9. **Article XII, Section 10:** The following is added as new Article XII, Section 10:

10. **Townhome Insurance to be Provided by Townhome Owners.**

A. **Casualty Insurance for Townhomes.** Each townhome Owner shall, at their own cost and expense, carry casualty insurance on all insurable improvements comprising the Owner's townhome, including all Party Walls adjacent thereto (the "**Owner's Casualty Policy**"), The casualty insurance to be purchased hereunder by each Owner shall be in an amount not less than one hundred percent (100%) of the insurable replacement cost of such improvements, with a "Guaranteed Replacement Cost Endorsement" (excluding excavation and foundation costs and other items normally excluded from coverage). Such insurance shall include the following coverages:

- (i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement;

- (ii) such policy shall include, if reasonably available, a "Construction Code Endorsement" or its equivalent, a "Demolition Cost Endorsement" or its equivalent, an "Increased Cost of Construction Endorsement" or the equivalent, a "Contingent Liability from Operation of Building Laws Endorsement", or its equivalent, and an "Agreed Amount and Inflation Guard Endorsement" or its equivalent; and
- (iii) such other risks (including flood insurance if such insurance is available) as from time to time customarily shall be covered with respect to buildings similar to the Townhome in construction, location and use, including, but not limited to, debris removal, vandalism, malicious mischief, windstorm and water damage, subject to such deductible amounts.

The Owner's Casualty Policy shall provide that the coverage thereof shall not be terminated for non-payment of premiums without at least ten (10) days' written notice to the townhome Owner and the Association. All Owner's Casualty Policies shall provide (i) for the issuance of certificates of insurance with mortgagee endorsements to the holders of mortgages on the townhomes, if any; (ii) that the insurer waives its rights of subrogation against other Owners, occupants of other townhomes, and the Association; (iii) that the insurance will not be prejudiced by any acts or omissions of parties (including other Owners, occupants of other townhomes, and the Association) that are not under the control of the Owner; and (iv) the policy is primary, even if another Owner or the Association has other insurance that covers the same loss. Copies of the Owner's Casualty Policies and any endorsements thereto shall be deposited with the Association as the same are obtained and renewed.

B. **Townhome Owner Liability Insurance.** Each townhome Owner may, at his or her own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of his or her townhome.

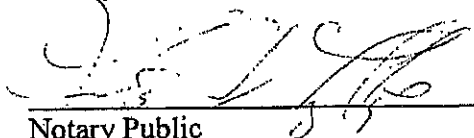
C. **Responsibility for Reconstruction or Repair.**

- (i) If any portion of a townhome shall be damaged by perils covered by the townhome Owner's Casualty Policy, the Owner shall cause such damaged portion to be promptly reconstructed or repaired and any such reconstruction or repair shall be substantially in accordance with the original construction.
- (ii) Immediately after a casualty causing damage to any portion of a townhome, the Owner(s) of the damaged townhome(s), as the

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named VW ASSOCIATES, LTD., an Ohio limited liability company, by LEON R. HOGG, SR., Managing Member, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed individually and as such officer, and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this 9th day of March, 2005.

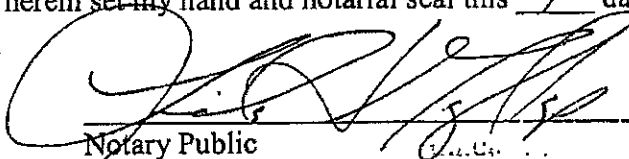


Notary Public
My Commission Expires April 19, 2006
Notary Public
State of Ohio
Cuyahoga County
Commission Expires April 19, 2006

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named VW ASSOCIATES, LTD., an Ohio limited liability company, by NATHAN ZAREMBA, Managing Member, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed individually and as such officer, and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this 2nd day of March, 2005.



Notary Public
My Commission Expires April 19, 2006
Notary Public
State of Ohio
Cuyahoga County
Commission Expires April 19, 2006

This Instrument Prepared By:

*Mark J. Stockman, Attorney at Law
Kahn Kleinman, a Legal Professional Association.
1301 East Ninth Street
2600 Erievue Tower
Cleveland, Ohio 44114-182,
(216) 696-3311*

CUYAHOGA COUNTY RECORDER
200503100874 PAGE 6 of 8

case may be, shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as the condition of the property before the casualty.

(iii) If the proceeds of an Owner's Casualty Policy are not sufficient to defray the estimated costs of reconstruction and repair to such Owner's townhome, the townhome Owner shall be responsible for completing the reconstruction and repair at the Owner's sole cost and expense.

10. Except as provided herein and as previously amended, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has signed this document this _____ day of _____, 2005.

VW ASSOCIATES, LTD.
an Ohio limited liability company

By: Ronald B. Adrine
RONALD B. ADRINE, Managing Member

By: Leon R. Hogg Sr.
LEON R. HOGG, SR., Managing Member

By: Nathan Zarembo
NATHAN ZAREMBA, Managing Member

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named VW ASSOCIATES, LTD., an Ohio limited liability company, by RONALD B. ADRINE, Managing Member, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed individually and as such officer, and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this 2nd day of March, 2005.

[Signature]
Notary Public
My Commission Expires March 19, 2005

CUYAHOGA COUNTY RECORDER
200503100874 PAGE 7 of 8

[Signature]
Notary Public State of Ohio
Notarized by _____
Notary Public State of Ohio
My Commission Expires April 19, 2005

EXHIBIT A

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio, and being known as Sublots T-9 through T-16, inclusive, as shown on the Villas of Woodhaven Phase 2 plat recorded April 8, 2004 as Volume 331, Page 51, Cuyahoga County Records, and Sublots T-22 through T-42, inclusive, as shown on the Villas of Woodhaven Phase 3 plat recorded January 28, 2005 as Instrument No. 200501280178, Volume 337, Page 34, Cuyahoga County Records, be the same, more or less, but subject to all legal highways.

CUYAHOGA COUNTY RECORDER
200503100874 PAGE 8 of 8

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CUYAHOGA COUNTY RECORDER
PATRICK J. O'MALLEY - 4
DEED 10/03/2006 11:44:36 AM
200610030546

THIRD AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE
VW COMMUNITY ASSOCIATION, INC.

This THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE VW COMMUNITY ASSOCIATION, INC. ("Third Amendment") is made as of the 20th day of September, 2006, by VW Associates, Ltd., an Ohio limited liability company (the "Declarant").

PREAMBLE

A. On January 16, 2003, Declarant submitted certain premises (the "Properties") to the document entitled "*Declaration of Covenants, Conditions, and Restrictions for the Woodhaven Homeowners' Association*" (the "Declaration"), which Declaration has been recorded as Instrument No. 200301160665, Cuyahoga County Records.

B. On April 28, 2003 Declarant recorded a document entitled "*Amendment to Declaration of Covenants, Conditions, and Restrictions for the VW Community Association, Inc.*" (the "First Amendment"), which recorded as Instrument No. 200304282107 with the Cuyahoga County Records, which changed the name of the Association in the Declaration from Woodhaven Homeowners Association to VW Community Association, Inc.

C. On March 10, 2005, Declarant recorded a document entitled "*Second Amendment to Declaration of Covenants, Conditions, and Restrictions for the VW Community Association, Inc.*", which recorded as Instrument No. 200503100874 with the Cuyahoga County Records, which annexed additional land under the operation of the Declaration.

D. Article II, Section 3, of the Declaration permits Declarant to annex additional land to the operation of the Declaration by recording a supplement to the Declaration, without the consent of the Members, for so long as Declarant owns any Lot within the Properties.

E. Article XII, Section 3 of the Declaration provides that "For so long as Declarant owns any Lot or Unit within the Properties, this Declaration may be amended by the Declarant, without the consent or joinder of any other Owner or the Association".

F. Declarant presently owns more than one Lot and/or Unit within the Properties, and accordingly the Declaration may be amended by the Declarant, and additional land may be annexed to the operation of the Declaration without the consent or joinder of any other Owner or the Association.

Curoty Title Agency, Inc.
Order No. ST 30166
06-128T

G. Declarant desires to amend the Declaration as provided herein, and desires to annex the following described real property to the operation of the Declaration (the “**Second Expansion Property**”):

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio, and being known as Sublot Nos. T-17 through T-21 and Sublot Nos. T-43 through T-64, inclusive, as shown on the Villas of Woodhaven Phase 4 plat recorded as Volume 345, Page 86, Cuyahoga County Records, be the same, more or less, but subject to all legal highways.

NOW, THEREFORE, the Declarant hereby declares that the Declaration be, and that the same hereby is, amended as follows (unless otherwise expressly provided herein, the capitalized terms used herein shall have the same meanings as defined in the Declaration):

1. The Preamble is incorporated in and made a part of this Third Amendment.
2. **Article II, Section 3:** The Second Expansion Property is annexed to the Properties and shall be held, sold and conveyed, subject to the covenants, conditions, easements and restrictions set forth in the Declaration and Code, as the same have been and may be amended, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all of the parties having any right, title or interest in the described properties or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.
3. Except as provided herein and as previously amended, the Declaration shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named VW ASSOCIATES, LTD., an Ohio limited liability company, by LEON R. HOGG, SR., Managing Member, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed individually and as such officer, and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this 20th day of SEPTEMBER, 2006.

Patricia A. Allen PATRICIA A. ALLEN
Notary Public
My Commission Expires July 28, 2008

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named VW ASSOCIATES, LTD., an Ohio limited liability company, by NATHAN ZAREMBA, Managing Member, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed individually and as such officer, and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this 20th day of SEPTEMBER, 2006.

Patricia A. Allen PATRICIA A. ALLEN
Notary Public
My Commission Expires July 28, 2008

This Instrument Prepared By:

*Mark J. Stockman, Attorney at Law
Kahn Kleinman, a Legal Professional Association.
1301 East Ninth Street
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