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CODE OF REGULATIONS

OF

BRANDYWINE PRESEVE MASTER
ASSOCIATION, INC.

A NON-PROFIT OHIO CORPORATION

CODE OF REGULATIONS
OF
BRANDYWINE PRESERVE MASTER ASSOCIATION, INC.

Article I
Name, Principal Office, and Definitions

Section 1. Name. The name of the Master Association shall be BRANDYWINE PRESERVE MASTER ASSOCIATION, INC., an Ohio non-profit corporation (hereinafter sometimes referred to as the "Master Association").

Section 2. Principal Office. The principal office of the Master Association shall be located in Northfield Center Township, Summit County, Ohio. The Master Association may have such other offices, either within or without Northfield Center Township, as the Board of Trustees ("Master Board") may determine or as the affairs of the Master Association may require.

Section 3. Definitions. The words used in this Code of Regulations ("Master Code") shall have the same meaning as set forth in the Master Declaration of Covenants, Conditions, Easements and Restrictions for Brandywine Preserve, of even date (the "Master Declaration"), unless the context shall prohibit.

Article II
Master Association: Meetings, Quorum, Voting, Proxies

Section 1. Membership. The Master Association shall have two (2) classes of membership, Class "A" and Class "B" ("Members"), as more fully set forth in the Master Declaration, the terms of which pertaining to memberships are specifically incorporated herein by reference.

Section 2. Place of Meetings. Meetings of the Master Association shall be held at the principal office of the Master Association or at such other suitable place convenient to the Members as may be designated by the Master Board either on the Property or as convenient thereto as possible and practical.

Section 3. Annual Meetings. The first meeting of the Members, whether a regular or special meeting, shall be held within thirty (30) days after the termination of the Class "B" Control Period specified in Article III, Section 2 hereof, unless the Declarant determines in its sole discretion to call a special meeting prior thereto. The next annual meeting shall be set by the Master Board so as to occur no later than ninety (90) days after the close of the Master Association's fiscal year. Subsequent regular annual meetings of the Members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Master Board. Subject to the foregoing, the annual meeting of the Members shall be held at a date and time as set by the Master Board.





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Section 4. Special Meetings. The Declarant or the President of the Master Association may call special meetings. In addition, after the Declarant is no longer a Class "B" Member, it shall be the duty of the President of the Master Association to call a special meeting of the Master Association if so directed by resolution of a majority of a quorum of the Master Board or upon a petition signed by holders of at least ten percent (10%) of the total votes of the Master Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. A written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than seven (7) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or this Master Code, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered three (3) days after it is deposited in the United States mail addressed to each Class "A" Member at his address as it appears on the records of the Master Association, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of meeting of a Class "A" Member shall be deemed the equivalent of proper notice. Any Class "A" Member may, in writing, waive notice of any meeting either before or after such meeting. Attendance at a meeting by a Class "A" Member, whether in Person or by proxy, shall be deemed a waiver by such Class "A" Member of notice of the time, date, and place thereof, unless such Class "A" Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meetings of the Master Association cannot be held because a quorum is not present, a majority of the Class "A" Members, as the case may be, who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Class "A" Members in the manner prescribed for regular meetings.

The Class "A" Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Class "A"





Members to leave less than a quorum, provided that at least twenty-five percent (25%) of the total votes of the Master Association remains present in person or by proxy.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Master Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. Class "A" Members may act or vote in person or by proxy. The person appointed as proxy need not be a member of the Master Association. Designation by a member or members of a proxy to vote or act on his or her behalf shall be made in writing to the Secretary of the Master Association (or if there is no Secretary, then with the person conducting the meeting for which the proxy is given) at or before the meeting and shall be revocable at any time by actual notice to the Secretary of the Master Association by the member or members making such designation. Notice to the Master Association in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized. The presence at a meeting of the person appointing a proxy does not revoke the appointment.

Section 10. Majority. As used in this Master Code, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total number.

Section 11. Quorum. Except as otherwise provided in this Master Code or in the Master Declaration, the presence in person or by proxy of at least one-third (1/3rd) of the voting power of the Class "A" Members of the Master Association shall constitute a quorum at all meetings of the Master Association. Any provision in the Master Declaration concerning quorums is specifically incorporated herein.

Section 12. Conduct of Meetings. Any action required by law to be taken at a meeting of the Class "A" Members or any action which may be taken at a meeting of the Class "A" Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Class "A" Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Class "A" Members.

Article III

Board of Trustees: Number, Powers, Meetings

A. Composition and Selection

Section 1. Governing Body: Composition. The affairs of the Master Association shall be governed by the Master Board of Trustees, each of whom shall have one (1) vote. Except with respect to Trustees appointed by the Declarant, the Master Board shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Master Board at the same time. If a Member is a corporation or partnership, having the authority to designate a Trustee(s), a certificate signed by such Member shall be filed with the Secretary of the Master

Association naming such Trustee(s), which certificate shall be conclusive until a subsequent substitute certificate is filed with the Secretary of the Master Association.

Section 2. Trustees During Class "B" Control. The Trustees shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member until up to one hundred eighty (180) days after the earliest to occur of the following ("Class "B" Control Period"):

- (a) when one hundred eighty-six (186) Living Units permitted by the Master Site Plan for the Property referred to in the Master Declaration and adjacent lands shown on the Master Site Plan have been sold and conveyed to Persons other than the Declarant or Developers holding title solely for purposes of development and sale;
- (b) December 31, 2002; or
- (c) when, in its discretion, the Class "B" Member so determines.

Section 3. Right to Disapprove Actions. This Section 3 may not be amended without the express, written consent of the Class "B" Member as long as the Class "B" membership exists.

So long as the Class "B" membership exists, the Class "B" Member shall have a right to disapprove actions of the Master Board and the Design Review Committee, as is more fully provided in this Section. This right shall be exercisable only by the class "B" Member, its successors, and assigns who specifically take this power in a recorded instrument. The right to disapprove shall be as follows:

No action authorized by the Master Board or Design Review Committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) The Class "B" Member shall have been given written notice of all meetings and proposed actions approved at meetings of the Master Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Master Association, as it may change from time to time, which notice complies as to the Board meetings with Article III, Sections 8, 9, and 10, of this Master Code and which notice shall, except in the case of the regular meetings held pursuant to this Master Code, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Master Board, any committee thereof, or the Master Association. The Class "B" Member, its representatives or agents shall have the right to make its concerns, thoughts, and suggestions known to the members of the subject committee and/or the Master Board. The Class "B" Member shall have the right to disapprove any action, policy, or program authorized by the Master Board



or any committee thereof and to be taken by the Master Board, such committee, the Master Association, or any individual member of the Master Association, if the Master Board, committee, or Master Association approval is necessary for such action. This right may be exercised by the Class "B" Member, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Master Board or the Master Association. The Class "B" Member shall not use its right to disapprove to require a reduction in the level of services which the Master Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Section 4. Number of Trustees. The number of Trustees in the Master Association shall be not less than three (3) nor more than five (5), as provided in Section 6 below. The initial Master Board shall consist of three (3) members as identified in the Articles of Incorporation of the Master Association.

Section 5. Nomination of Trustees. Except with respect to Trustees selected by the Class "B" Member, nominations for election to the Master Board of Trustees shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and three (3) or more Members of the Master Association. The Nominating Committee shall be appointed by the Master Board not less than thirty (30) days prior to each annual meeting of the Class "A" Members. The Nominating Committee shall serve for a term of one (1) year or until their successors are appointed, and shall make as many nominations for election to the Master Board as it shall in its discretion determine, but in no event less than the number of positions to be filled. Nominations shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Class "A" Members and to solicit votes.

Section 6. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) Within thirty (30) days after the time the Class "A" Members own at least sixty-three (63) of the Living Units, or whenever the Class "B" Member earlier determines, the Master Association shall call a special meeting at which the Class "A" Members, shall elect one (1) of the three (3) Trustees. The remaining two (2) Trustees shall be appointees of the Class "B" Member. The Trustee elected by the Class "A" Members shall not be subject to removal by the Class "B" Member acting alone and shall be elected for a term of two (2) years or until the happening of the event described in subsection (b) below, whichever is shorter. If such Trustee's term expires prior to the happening of the event described in subsection (b) below, a successor shall be elected for a like term.

(b) Within thirty (30) days after the time the Class "A" Members own at least one hundred twenty-six (126) of the Living Units, or whenever the Class "B" Member earlier determines, the Master Board shall be increased to five (5) Trustees. The Master Association

shall call a special meeting at which the Class "A" Members shall elect two (2) of the five (5) Trustees. The remaining three (3) Trustees shall be appointees of the Class "B" Member. The Trustees elected by the Class "A" Members shall not be subject to removal by the Class "B" Member acting alone and shall be elected for a term of two (2) years or until the happening of the event described in subsection (c) below, whichever is shorter. If such Trustees' terms expire prior to the happening of the event described in subsection (c) below, successors shall be elected for a like term.

(c) At the first annual meeting of the membership after the termination of the Class "B" Control Period specified in Section 2 of this Article III, the Class "A" Members shall elect all five (5) Trustees. Immediately prior to such election, all persons previously elected or appointed, whether by the Declarant or by the Class "A" Members shall resign; provided, however, that such persons shall be eligible for re-election to the Master Board of Trustees. Two (2) Trustees shall be elected to serve a term of three (3) years, two (2) Trustees shall be elected for a term of two (2) years, and one (1) Trustee shall be elected to serve a term of one (1) year. Upon the expiration of the initial term of office of each such Trustee, a successor shall be elected to serve a term of three (3) years. Thereafter, all Trustees shall be elected to serve three (3) year terms. For the purpose of the election of Trustees, each Class "A" Member shall have one (1) equal vote.

At any election of Trustees, each Class "A" Member shall be entitled to cast one (1) equal vote with respect to each vacancy to be filled. The candidates receiving the largest number of votes shall be elected. Such election shall be by written secret ballot whenever requested by a member of the Master Association; but unless the request is made, the election may be conducted in any manner approved as such meeting. The Trustees elected by the Class "A" Members shall hold office until their respective successors have been elected by the Master Association. The Trustees may be elected to serve any number of consecutive terms. The persons so elected shall take office upon such election.

Section 7. Removal of Trustees and Vacancies. Any Trustee elected by the Class "A" Members may be removed, with or without cause, by the vote of the Class "A" Members holding a majority of the votes entitled to be cast for the election of such Trustee. Any Trustee whose removal is sought shall be given notice prior to any meeting called for that purpose. A Trustee who was elected solely by the votes of Class "A" Members other than the Declarant may be removed from office prior to the expiration of his or her term only by the votes of a majority of the Class "A" Members other than the Declarant. Upon removal of a Trustee, a successor shall then and there be elected by the Class "A" Members entitled to elect the Trustee so removed to fill the vacancy for the remainder of the term of such Trustee.

Any Trustee elected by the Class "A" Members who has three (3) consecutive unexcused absences from Master Board meetings or who is delinquent in the payment of any assessment or other charge due the Master Association for more than thirty (30) days may be removed by a majority of the Trustees present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Master Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a Trustee, a vacancy may be declared by the



Master Board, and it may appoint a successor. Any Trustee appointed by the Master Board shall serve for the remainder of the term of the Trustee who vacated the position.

B. Meetings.

Section 8. Organization Meetings. The first meeting of the Master Board following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Master Board.

Section 9. Regular Meetings. Regular meetings of the Master Board may be held at such time and place as shall be determined from time to time by a majority of the Master Board, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to members of the Master Board not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any member of the Master Board who has signed a waiver of notice or a written consent to holding of the meeting.

Section 10. Special Meetings. Special meetings of the Master Board shall be held when called by written notice signed by the President, Vice President, or Secretary of the Master Association, or by any two (2) members of the Master Board. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each member of the Master Board by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the member of the Master Board or to a person at the member's office or home who would reasonably be expected to communicate such notice promptly to the member of the Master Board; or (d) by telegram, charges prepaid. All such notices shall be given or sent to the member's address or telephone number as shown on the records of the Master Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

Section 11. Waiver of Notice. The transactions of any meetings of the Master Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the members of the Master Board not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any member of the Master Board who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Master Board. At all meetings of the Master Board, a majority of the members of the Master Board shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Master Board present at a meeting at which a quorum is present shall constitute the decision of the Master Board. A meeting at which a quorum is initially

present may continue to transact business, notwithstanding the withdrawal of members of the Master Board, if any action taken is approved by at least a majority of the required quorum for that meeting.

Section 13. Compensation. No member of the Master Board shall receive any compensation from the Master Association for acting as such unless approved by four-fifths (4/5ths) of the Class "A" Members of the Master Association at a regular or special meeting of the Master Association; provided any Trustee may be reimbursed for expenses incurred on behalf of the Master Association upon approval of a majority of the other Trustees.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Master Board, and the Secretary shall keep a minute book of the Master Board, recording therein all resolutions adopted by the Master Board and a record of all transactions and proceedings occurring at such meetings. Meetings may be conducted by telephone and shall be considered as any other meeting, provided all Trustees are able through telephone connection to hear and to be heard.

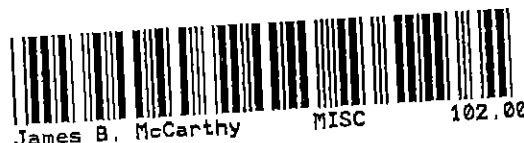
Section 15. Open Meetings. Subject to the provisions of Sections 16 and 17 of this Article, all meetings of the Master Board shall be open to all the Class "A" Members, but the Class "A" Members other than Trustees may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a member of the Master Board. In such case, the President may limit the time any Class "A" Member may speak.

Section 16. Executive Session. The Master Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Master Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 17. Action Without a Formal Meeting. Any action to be taken at a meeting of the Master Board or any action that may be taken at a meeting of the Master Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Master Board, and such consent shall have the same force and effect as a unanimous vote. An explanation of the action taken shall be posted at a prominent place or places within the Common Areas within three (3) days after the written consents of all the members of the Master Board have been obtained.

C. Powers and Duties.

Section 18. Powers. Except as set forth in the Master Declaration and in this Master Code, the Master Board shall be responsible for the affairs of the Master Association and shall have all of the powers and duties necessary for the administration of the Master Association's affairs and, as provided by law, may do all acts and things as are not by the Master Declaration, Articles, or this Master Code directed to be done and exercised exclusively by the Class "A" Members or the membership generally.





The Master Board shall delegate to one of its members the authority to act on behalf of the Master Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Master Board.

In addition to the duties imposed by this Master Code or by any resolution of the Master Association that may be hereafter adopted, the Master Board shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses;

(b) from and after the Subsidy Period, making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, however, that unless otherwise determined by the Master Board, the annual assessment against the proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;

(c) providing for the operation, care, upkeep, repair, maintenance and replacement of all of the Areas of Common Responsibility;

(d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Master Association, its property, and the Common Areas and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Master Association; provided, however, that any reserve fund may be deposited, in the Trustee's best business judgment, in depositories other than banks;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Master Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Areas in accordance with the provisions of the Master Declaration and this Master Code after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Master Declaration, this Master Code, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Master Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Master Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Master Association or its Members and not chargeable directly to individual Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Master Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Master Board for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices;

(m) make available to any prospective purchaser of a Living Unit or a Vacant Single Family Lot, any Owner of a Living Unit or a Vacant Single Family Lot, any first mortgagee, and the holders, insurers, and guarantors of a first mortgage on any Living Unit or Vacant Single Family Lot, current copies of the Master Declaration, the Articles of Incorporation, this Master Code, rules governing Living Units and Vacant Single Family Lots, and all other books, records, and financial statements of the Master Association. The Master Association may impose a reasonable charge for the foregoing in order to defray duplication costs;

(n) permit utility suppliers to use portions of the Common Areas reasonably necessary to the ongoing development or operation of the Property; and

(o) entering into easement agreements, license agreements and other agreements with utility companies (both private and public), and with the owners of neighboring properties.

Section 19. Management Agent.

(a) The Master Board may employ for the Master Association a professional management agent or agents at a compensation established by the Master Board to perform such duties and services as the Master Board shall authorize. The Master Board may delegate to the managing agent or manager, subject to the Master Board's supervision, all of the powers granted to the Master Board by this Master Code, other than the powers set forth in subparagraphs (a), (b), (f), (g), and (i) of Section 18 of this Article. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

(b) No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice.

Section 20. Accounts and Reports. The following management standards of performance will be followed unless the Master Board by resolution specifically determines otherwise:



(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform with established AICPA guidelines and principles, which require, without limitation, (i) a segregation of accounting duties, (ii) disbursements by check requiring two (2) signatures, and (iii) cash disbursements limited to amounts of One Hundred (\$100.00) Dollars and under;

(c) cash accounts of the Master Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Master Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any item of value received shall benefit the Master Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Master Association shall be disclosed promptly to the Master Board; and

(f) commencing at the end of the month in which the first Living Unit is sold and closed, quarterly financial reports shall be prepared for the Master Association containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all receipt and disbursement activity for the preceding period on an accrual basis;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet of an accounting date which is the last day of the preceding period;

(v) a balance sheet as of the last day of the Master Association's fiscal year and an operating statement for said fiscal year, which shall be distributed within ninety (90) days after the close of a fiscal year;

(vi) a delinquency report listing all Owners who have been delinquent in paying the monthly installments of assessments at the time of the report and describing the status of any action to collect such installments which remain delinquent (A monthly installment of the assessment shall be considered to be delinquent on the fifteenth (15th) day of each month unless otherwise determined by the Master Board); and

(vii) an annual report consisting of at least the following shall be distributed to all Class "A" Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet as of the end of the fiscal year; (2) an operating (income) statement for the fiscal year; and (3) a statement of changes in financial position for the fiscal year. Ordinarily, the annual report referred to above shall be prepared by an independent accountant for any fiscal year in which the gross income to the Master Association exceeds Fifty Thousand Dollars (\$50,000). If said report is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Master Association that the statements were prepared without audit from the books and records of the Master Association.

Section 21. Borrowing. The Master Board shall have the power to borrow money for the purpose of repair or restoration of the Common Areas or Areas of Common Responsibility without the approval of the Class "A" Members of the Master Association; provided, however, the Master Board shall obtain membership approval in the same manner as is provided in Section 9.1 of the Master Declaration for special assessments for borrowings made for matters referred to in said Section.

Section 22. Rights of the Master Association. With respect to the Common Areas or other Areas of Common Responsibility, and in accordance with the Articles of Incorporation and this Master Code of the Master Association, the Master Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Master Association to enter into common management, operational, or other agreements with trusts, condominiums and other homeowners or residents associations, both within and without the Property. Such agreements shall require the consent of two-thirds (2/3) of the votes of all members of the Master Board.

Section 23. Hearing Procedure; Compliance and Non-Monetary Default.

(a) Enforcement. In the event of a violation by any Member or any Tenant or other occupant of a Member (other than the nonpayment of Assessments or charges, which is governed by Article IX of the Master Declaration) of any of the provisions of the Master Declaration, this Master Code, or the Rules, the Master Association or a committee created by this Master Code (e.g., the Covenants Committee), the Master Board shall notify the Member and any Tenant or other occupant of the violation, by written notice. If such violation is not cured as soon as is reasonably practical and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the Member or Tenant or other occupant fails to commence and diligently proceed to completely cure such violation as soon as is reasonably practical within seven (7) days after written demand by the Master Association or such committee, or if any similar violation is thereafter repeated, the Master Association or such committee may, at its option:

(i) Impose a fine against the Member or Tenant or other occupant as provided in Subsection (b) of this Section; and/or





(ii) Commence an action to enforce performance on the part of the Member or Tenant or other Occupant, and to require the Member to correct such failure, or for such other relief as may be necessary under the circumstances, including injunctive relief; and/or

(iii) The Master Association may itself perform any act or work required to correct such failure and, either prior to or after doing so, may charge the Member with all reasonable costs incurred or to be incurred by the Master Association in connection therewith, plus a service fee equal to fifteen percent (15%) of such costs. In connection with the foregoing, the Master Association may perform any maintenance or repairs required to be performed, may remove any change, alteration, addition or improvement which is unauthorized or not maintained in accordance with the provisions of the Master Declaration, and may take any and all other action reasonably necessary to correct the applicable failure; and/or

(iv) Commence an action to recover damages or any other remedy available at law or in equity.

(b) Fines. The amount of any fine shall be a reasonable amount as determined by the Master Board or the Covenants Committee (as defined in Article V, Section 2). Prior to imposing any fine, the Member or Tenant or other Occupant shall be afforded an opportunity for a hearing after reasonable notice to the Member or Tenant or other Occupant of not less than ten (10) days, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the Master Declaration, this Master Code or Rules which have allegedly been violated, and (iii) a short and plain statement of the matters asserted by the Master Association or the committee. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery is entered by the officer, Board member, committee member or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the hearing. The minutes of the hearing shall contain a written statement of the hearing and the sanction, if any, imposed. The Member or Tenant or other occupant shall have an opportunity to respond, to present evidence, and to provide written and oral arguments on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Master Association. At the hearing, the Master Board or committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the Master Board or committee so determines, it may impose such fine as it deems appropriate by written notice to the Member or Tenant or other occupant. If the Member or Tenant or other Occupant fails to attend the hearing as set by the Master Board or committee, the Member or Tenant or other occupant shall be deemed to have admitted the allegations contained in the notice to the Member or Tenant or other occupant. Any fine imposed by the Master Board or committee shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested, within ten (10) days after written notice of the Master Board's or committee's decision at the hearing. Any fine levied against a Member shall be deemed an Assessment and if not paid when due all of the provisions of the Master Declaration relating to the late payment of Assessments shall be applicable. If any fine is levied against a Tenant and is not paid within ten (10) days after same is due, the Master Association shall have the right to evict the Tenant as hereinafter provided.

(c) Negligence. A Member shall be liable and may be charged by the Master Association for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the Master Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of a Living Unit or its appurtenances or of the Common Areas.

(d) Responsibility of Members for Tenants. Each Member shall be responsible for the acts and omissions, whether negligent or willful, of his Tenant, and for all employees, agents and invitees of the Member or any such Tenant, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Master Association, the Member shall be charged for same, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Master Association. Furthermore, any violation of any of the provisions of the Master Declaration, this Master Code, or any Rule, by any Tenant, or any employees, agents or invitees of a Member or any Tenant of a Living Unit, shall also be deemed a violation by the Member, and shall subject the Member to the same liability as if such violation was that of the Member.

(e) Costs and Attorney's Fees. In any legal proceedings commenced by the Master Association or a committee to enforce the Master Declaration, this Master Code and/or the Rules, as said documents may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' and paralegal fees. Any such costs or attorneys' and paralegals' fees awarded to the Master Association or committee in connection with any action against any Member shall be charged to the Member.

(f) Declarant Assessments. Declarant shall not be required to pay any assessments or monies to finance any claim or litigation against the Declarant.

(g) No Waiver of Rights. The failure of the Master Association or a committee or any Member to enforce any covenant, restriction or any other provision of the Master Declaration, this Master Code, or the Rules, as the said documents may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

(h) Appeal. Following a hearing before a committee, the violator shall have the right to appeal the decision to the Master Board. To perfect this right, a written notice of appeal must be received by the President or Secretary of the Master Association within thirty (30) days after the date of receipt of the decision of the committee. No later than thirty (30) days after receipt of the notice of appeal, the Master Board shall review the minutes of the hearing. The affirmative vote of two-thirds (2/3rds) of the members of the Master Board shall be required to reverse or modify the decision of the committee.

(i) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Master Association, acting through the Board, may elect to enforce any provision of the Master Declaration, this Master Code, or the rules and regulations of the Master Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of

parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred by the Master Association in so acting to enforce such rights.

Article IV
Officers

Section 1. Officers. The officers of the Master Association shall be a President, Vice President, Secretary, and Treasurer. The Master Board may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Master Board. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President, Secretary and Treasurer shall be elected from among the members of the Master Board.

Section 2. Election, Term of Office, and Vacancies. The officers of the Master Association shall be elected annually by the Master Board at the first meeting of the Master Board following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Master Board for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Master Board whenever in its judgment the best interests of the Master Association will be served thereby.

Section 4. Powers and Duties. The officers of the Master Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Master Board. The President shall be the chief executive officer of the Master Association. The Secretary shall have primary responsibility for the preparation and maintenance of all minutes and other records of actions by the Master Board, and shall provide all notice required hereunder and handle all correspondence or other communications of the Master Association, either directly or by delegation, to other committees, the management agent, or both. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Master Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Master Board, the President, or the Secretary. Such resignation shall take effect on the date of the 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. Agreements, Contracts, Deeds, Easements, Leases, Checks. All agreements, contracts, deeds, easements, leases, checks, and other instruments of the Master Association shall

be executed by any two (2) officers of the Master Association or by such other person or persons as may be designated by resolution of the Master Board.

Article V
Committees

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the members of the Master Board present at a meeting at which a quorum is present. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and shall operate in accordance with the terms of the resolution of the Master Board designating the committee or with rules adopted by the Master Board.

Section 2. Covenants Committee. The Master Board may appoint a Covenants Committee consisting of at least three (3) and no more than five (5) members. Acting in accordance with the provisions of the Master Declaration, this Master Code, and resolutions the Master Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Master Association and shall conduct all hearings held pursuant to Article III, Section 23 of this Master Code.

Article VI
Finances of Master Association (Assessments)

Section 1. Preparation of Estimated Budget. On or before the filing with the Summit County Recorder of the Master Declaration, and on or before December 15 of each year thereafter, the Master Association shall estimate the total amount necessary to pay the Assessments referred to in Article IX of the Master Declaration for the balance of the calendar year in which the Master Declaration is filed and, thereafter, for each succeeding calendar year together with a reasonable amount considered by the Master Association to be necessary for a reserve for contingencies and replacements, and the amounts, if any, which may be received from special assessments, concessions, contracts for special services and facilities, and other sources. On or before December 21, the Master Association shall notify each Member in writing as to the amount of such estimates, and shall send a copy of such notice to each holder of a first mortgage upon the Ownership Interest of a Member who has made a request in writing for such notification. The failure of the Master Association to comply strictly with the above time requirements shall not be deemed to be a waiver and shall not prevent the Master Association from collecting Assessments. The net of the aggregate amounts of such estimates (herein called the "Estimated Cash Requirements") of the next calendar year shall be assessed to those Members required to pay the Assessments according to and as specifically set forth in Article IX of the Declaration. Each Member required to pay Assessments shall pay to the Master Association or as it may direct, the Assessment made pursuant to this Section on or before the first day of each calendar year, except that the Master Board may elect to collect annual Assessments quarterly or monthly, in advance. On or before the date of each annual meeting, the Master Association shall furnish to all Members an itemized accounting of the expenditures for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, by special Assessments, or otherwise, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in





excess of the amount required for actual expenses and reserves shall be credited to the last maturing monthly installments due from the Members under the current year's estimate, pro rata. Any net shortage shall be added pro rata to the next installment due after the rendering of the accounting.

Section 2. Reserve for Contingencies and Replacements; Special Assessments. The Master Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If the "Estimated Cash Requirements" proves inadequate for any reason, including nonpayment of any Member's Assessment, the deficiency and any extraordinary expenditures in excess of the reserves therefor shall be assessed to the Members required to pay assessments, pro rata. The Master Association shall also make any necessary or desirable special Assessments, from time to time which shall be payable at the time or times the Board deems necessary or desirable. The Master Association shall serve notice of such further Assessments on Members required to pay Assessments, by a statement in writing giving the amount and reasons therefor, and such further assessment shall be payable with the next regular monthly payment becoming due to the Master Association but not less than ten (10) days after the delivery or mailing of such notice of further Assessment.

Section 3. Failure to Prepare Annual Budget. The failure or delay of the Master Association to prepare or deliver to a Member any annual or adjusted estimate shall not constitute a waiver or release in any manner of such Member's obligation to pay his share of the Assessments, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Member required to pay Assessments pursuant to Article 9.2 of the Master Declaration shall continue to pay the annual charge at the existing annual rate established for the previous period until the Master Association mails or delivers notice of the new annual payment due as a result of the determination of the new annual or adjusted estimate.

Section 4. Books and Records of the Master Association. The Master Association shall keep full and correct books of account and the same shall be open for inspection by any Member or his representative duly authorized in writing, at such reasonable time or times during normal business hours as may be requested. Upon ten (10) days notice to the Master Board and payment of a reasonable fee, any Member shall be furnished a statement of his or its account setting forth the amount of any unpaid Assessments or other charges due and owing.

Section 5. Status of Funds Collected by Master Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein and (except for such special Assessments as may be levied hereunder against less than all of the Members and for such adjustments as may be required to reflect delinquent or prepaid Assessments) shall be deemed to be held for the use, benefit and account of all Members required to pay Assessments pursuant to Article 9.2 of the Master Declaration.

Section 6. Depository. The depository of the Master Association shall be such bank or banks and/or such savings and loan association or savings and loan associations and/or such money market fund(s) as shall be designated from time to time by the Master Board and in which the monies of the

Master Association shall be deposited. Withdrawal of the monies from such accounts shall be only by check signed by such persons as are authorized by the Master Board.

Section 7. Annual Review. The books of the Master Association shall be reviewed once a year by the Master Board and such review shall be completed prior to each annual meeting. If requested by a majority of the members of the Master Board, such review shall be made by a certified public accountant. In addition and at any time requested by Members or by holders of first mortgages on Ownership Interests possessing in the aggregate fifty percent (50%) or more of the voting power in the Master Association, the Master Board shall cause an additional review to be made at the expense of the requesting party.

Section 8. Remedies for Failure to Pay Assessments. If an Owner shall be in default in the payment of any of the aforesaid Assessments, the Master Association (or Original Developer if such Assessment was to be paid directly to Original Developer) shall have all of the remedies set forth anywhere in the Master Declaration, in this Master Code or at law or equity to collect such Assessments and all costs associated therewith.

Article VII Miscellaneous

Section 1. Fiscal Year. The initial fiscal year of the Master Association shall be set by resolution of the Master Board.

Section 2. Parliamentary Rules. Except as may be modified by Master Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Master Association proceedings when not in conflict with Ohio law, the Master Articles, the Master Declaration, or this Master Code.

Section 3. Conflicts. If there are conflicts or inconsistencies between the mandatory provisions of Ohio law, the Articles of Incorporation, the Master Declaration, and this Master Code, the mandatory provisions of Ohio law, the Master Declaration, the Master Articles, and the Master Code (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Master Declaration and Master Code, membership register, books of account, and minutes of meetings of the Members, the Master Board, and committees shall be made available for inspection and copying by any mortgagee, Member of the Master Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Master Association or at such other place within the Property as the Master Board shall prescribe.

(b) Rules for Inspection. The Master Board shall establish reasonable rules with respect to:





- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) **Inspection by Members of the Master Board.** Every member of the Master Board shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Master Association and the physical properties owned or controlled by the Master Association. The right of inspection by a member of the Master Board includes the right to make extracts and copies of documents at the expense of the Master Association.

Section 5. Notices. Unless otherwise provided in this Master Code, all notices, demands, bills, statements, or other communications under this Master Code shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Living Unit of such Member; or

(b) if to the Master Association, the Master Board, or the managing agent, at the principal office of the Master Association or the managing agent, if any, or at such other address as shall be designated by the notice in writing to the Owners pursuant to this Section.

Section 6. Amendment. Prior to the sale and conveyance of the first Living Unit, Declarant may unilaterally amend this Master Code. After such sale and conveyance, the Declarant may unilaterally amend this Master Code so long as it owns any portion of the Property or adjacent lands shown on the Master Site Plan, for development and so long as the amendment has no material adverse effect upon the rights of any Member. Thereafter and otherwise, this Master Code may be amended only by the affirmative vote or written consent or any combination thereof, of Class "A" Members representing sixty-six and two-thirds percent (66 2/3%) of the total votes of the Master Association. However, the percentage of votes necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of an Eligible Mortgage Holder or impair the rights granted to an Eligible Mortgage Holder herein without the prior written consent of such Eligible Mortgage Holder.


IN TESTIMONY WHEREOF, the undersigned, being the sole Member of the Master Association, has caused this Master Code of Regulations to be duly adopted on or as of the 29 day of October, 1997.

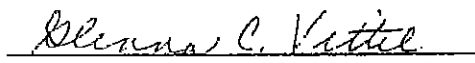
Signed in the presence of:

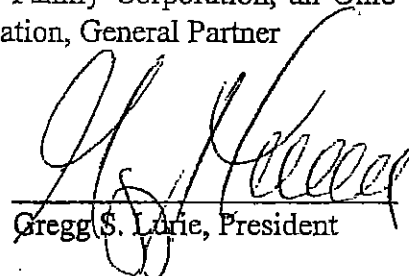
BRANDYWINE PRESERVE, LTD., an Ohio limited liability company

By: D.K.J. Family Limited Partnership, an Ohio limited partnership, Managing Member

By: D.K.J. Family Corporation, an Ohio corporation, General Partner


Print Name PHILIP R. UHLIR



Print Name GLENN A. C. VITTEL

By: 
Gregg S. Lurie, President

STATE OF OHIO)
) SS.
CUYAHOGA COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named BRANDYWINE PRESERVE, LTD., an Ohio limited liability company, by D.K.J. FAMILY LIMITED PARTNERSHIP, an Ohio limited partnership, Managing Member, by D.K.J. Family Corporation, an Ohio corporation, its General Partner, by Gregg S. Lurie, its President, who acknowledged that he executed the within instrument and that such execution was the free act and deed of said limited liability company, said partnership and said corporation and was his free act and deed both individually and in his capacity as an officer of said corporation.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this 29 day of October, 1997.


Notary Public

This instrument prepared by:
Richard A. Rosner, Attorney at Law
Kahn, Kleinman, Yanowitz & Arnsen Co., L.P.A.
Suite 2600, The Tower At Erieview
1301 East Ninth Street
Cleveland, Ohio 44114-1824
(216) 696-3311

GLENN A. C. VITTEL
Notary Public, State of Ohio, Geauga Ctv.
My Commission Expires Feb. 16, 1999


James B. McCarthy MISC 102.00 54074979
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