



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

OF

BRANDYWINE PRESERVE

**NORTHFIELD CENTER TOWNSHIP,
SUMMIT COUNTY, OHIO**

BEING DEVELOPED BY:

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James B. McCarthy County Auditor

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

THIS MASTER DECLARATION made as of the 29th day of OCTOBER, 1997 by BRANDYWINE PRESERVE, LTD.; an Ohio limited liability company (referred to herein as the "Declarant").

PREAMBLE

A. The real estate submitted by the Master Declaration consists of approximately 82 acres of real estate located between State Route 8 and Walters Road, Northfield Center Township and Boston Heights Village, Summit County, Ohio (the "Property"), a legal description of the Property being attached hereto and made a part hereof as Exhibit "A".

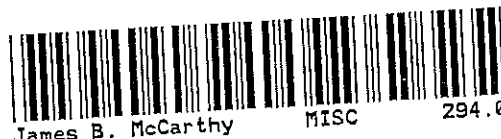
B. The Master Declaration provides that the Property may be developed in whole or in part:

- (a) as one or more residential communities;
- (b) for open space and/or recreational purposes; or
- (c) any combination of the foregoing.

C. The Declarant desires to provide for the development, in phases, of the balance of the Property as condominium and/or zero lot line dwelling units as fee simple single-family detached homes on individually platted sublots on a private drive(s) in accordance with the requirements of Northfield Center Township and the Summit County Regulations. The Declarant reserves the right to change the ownership from condominium to fee simple, and visa versa, and reserves the right to change the number of dwelling units.

D. The Declarant desires to provide for:

- (a) the orderly development of the Property;
- (b) the establishment and maintenance of architectural and design controls and standards;
- (c) the preservation of Open Space (hereinafter defined);
- (d) the use and maintenance of the Areas of Common Responsibility (hereinafter defined);
- (e) the compliance with the requirements of Northfield Center Township and Summit County; and



(f) the protection of values within the Property.

The foregoing is being provided so that the residents of the Property may enjoy a quality environment for themselves and their families. For such purposes, the Declarant has prepared this Master Declaration to define the manner in which the Property shall be governed and maintained.

E. This Master Declaration is being imposed to accomplish the foregoing.

F. A central association known as Brandywine Preserve Master Association, Inc., an Ohio not-for-profit corporation (the "Master Association") has been created to regulate, administer and govern the Property for the fulfillment of the foregoing purposes with the power to levy and collect assessments from Owners (hereafter defined) within the Property and to pay the cost and expense of operating, maintaining, repairing and replacing the Areas of Common Responsibility.

NOW, THEREFORE, Declarant declares the Property and any other property as may by Subsequent Amendment (hereafter defined) be added to and subjected to this Master Declaration shall be owned, held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, assessments, charges and liens (collectively, the "Covenants and Restrictions") provided in this Master Declaration, which Covenants and Restrictions shall run with the land and shall be binding on and inure to the benefit of all Persons (hereafter defined) having any right, title or interest in or to any part of the Property, or any other property as may by Subsequent Amendment be added to and subjected to this Master Declaration, and their respective heirs, personal representatives, successors and assigns.

ARTICLE I

PREAMBLE; PROPERTY SUBJECT TO THIS DECLARATION; DEVELOPER'S RIGHT TO ADD AND DELETE LAND

Section 1.1 - Preamble

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

Section 1.2 - Property

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

Section 1.3 - Expansion and Contraction of the Property

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

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

ARTICLE II
EXHIBITS AND DEFINITIONS

Section 2.1 - Exhibits

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

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

Section 2.2 - Definitions

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

(a) "ACT". Ohio Revised Code Chapter 5311 being the Condominium Property Act of the State of Ohio, as the same may be amended from time to time.

(b) "AREAS OF COMMON RESPONSIBILITY". The Areas of Common Responsibility shall mean and refer to: (1) the Common Areas; (2) the entrances to the Property situated off of existing and future public streets that abut the Property (the "Entrances") and landscaping, sprinklers (if any) and other improvements at the Entrances;



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(3) any security facilities, walls and fences; (4) storm drainage that generally serves the Property and ponds, including storm retention and detention ponds; (5) any sewage lift stations and sewer lines; (6) water laterals extending from the City of Akron water mains to Living Units and other facilities of Brandywine; (7) real and personal property owned by the Master Association; (8) real and personal property not owned by the Master Association but determined by the Board to be the responsibility of the Master Association; (9) together with those areas, if any, which by contract with any Condominium Association or Homeowners' Association or other residential association, with any commercial establishment or association, or with any local governmental authority become the responsibility of the Master Association. Any public rights-of-way within or adjacent to the Property, may be part of the Areas of Common Responsibility.

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

(d) "BRANDYWINE PRESERVE". A Planned Residential Development under the Planning and Zoning Code of the Township, which consists of approximately eighty-two acres. It is anticipated that the balance of Brandywine Preserve will be developed as Condominium Buildings containing Condominium Living Units and as Cluster Living Units. The number, types and mix of Living Units is subject to change.

(e) "BRANDYWINE PRESERVE CLUSTER DEVELOPMENT". The portion of Brandywine Preserve being developed for Cluster Living Units situated on private drives.

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

(g) "CLUSTER ASSOCIATION". Brandywine Preserve Cluster Homeowners' Association, Inc., an Ohio non-profit corporation, its successors and assigns, created to govern, operate, control and administer the areas of Common Responsibility within the Brandywine Preserve Cluster Development.

(h) "CLUSTER DECLARATION". The Declaration of Covenants, Conditions, Restrictions and Easements for the Brandywine Preserve Cluster Development to be recorded with the Summit County Records.

(i) "CLUSTER LIVING UNIT". A Living Unit situated within the Brandywine Preserve Cluster Development.

(j) "CLUSTER LOT". A platted lot situated within the Brandywine Preserve Cluster Development.

(k) "COMMON AREAS". All real and personal property now or hereafter owned by the Master Association or otherwise held for the common use and enjoyment of the Owners or Occupants. Common Areas shall include the Entrances of the Property referred to in subparagraph (a) of this Section and those areas of land intended for the common use, benefit and enjoyment of all Occupants of the Property. Any Owner may delegate, in accordance with the Master Code and subject to reasonable rules, regulations, and limitations as may be adopted in accordance therewith, his or her right of enjoyment to the Common Areas and facilities to the members of his or her family, tenants, and social invitees and shall be deemed to have made a delegation of all such rights to the Occupants of any leased Living Unit. Common Areas does not mean or imply that the public at large acquires any easement of use or enjoyment therein.

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

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

(n) "CONDOMINIUM ASSOCIATION(S)". The organization(s) of Owners of Condominium Units within the Condominium Development(s) that administer each Condominium.

(o) "CONDOMINIUM BUILDING". Single-family detached or single-family attached building containing individually owned Living Units declared under the Act.

(p) "CONDOMINIUM DECLARATION". The instrument by which real estate within the Property is submitted to the provisions of the Act.





(q) "CONDOMINIUM DEVELOPMENT(S)". Portions of the Property that are submitted from time to time to the provisions of the Act.

(r) "CONDOMINIUM LIVING UNIT". A Living Unit of a Condominium Development situated within the Property.

(s) "COUNTY". Summit County, Ohio.

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

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

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

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

(x) "LIVING UNIT LOT". A platted lot (a Cluster Lot) upon which a Living Unit has been constructed.

(y) "LIVING UNITS". All units of residential housing (attached or detached) situated or to be situated on the Property, whether they are Cluster Living Units, residential Condominium Units or rental units or any other type of living unit permitted to be constructed or created upon the Property under any applicable zoning code that now exists or may hereafter be amended. Without limiting the generality of the foregoing, Living Unit shall mean a portion of the Property intended for any type of independent ownership for use

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

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

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

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

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

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

(dd) "MASTER SITE PLAN". The preliminary site plan of the Property currently shows Cluster Lots on the Brandywine Preserve Cluster Development and Condominium Buildings containing Condominium Living Units, as the same may be supplemented, modified and amended from time to time. The first phase of the Property contains 23 Cluster Lots situated on Deer Path Lane, a private street and Condominium Buildings situated on Azalea Circle, a private street. The first phase of Condominium Living Units will be developed in sub-phases.

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

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

(gg) "OPEN SPACES". Land that is assigned as private open space use, including "common land" and "open spaces" required by the Township's Planning and Zoning Code.

(hh) "ORIGINAL DECLARANT". BRANDYWINE PRESERVE, LTD., an Ohio limited liability company.

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

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

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

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

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

(nn) "SUBSEQUENT AMENDMENT". An amendment to this Master Declaration which adds additional property to that covered by this Master Declaration or deletes property

from that which is covered by this Master Declaration. A Subsequent Amendment may, but is not required to: (i) impose, expressly or by reference, additional restrictions and obligations on the land submitted by such Subsequent Amendment to the provisions of this Master Declaration; and/or (ii) otherwise amend this Master Declaration and/or the Master Code.

(oo) "SUBSIDY PERIOD". The Subsidy Period for Assessments attributable to the Areas of Common Responsibility shall be for a period beginning as of the date of this Master Declaration and ending December 31, 1999 or when there are sixty-three (63) Living Units, whichever shall first occur.

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

(qq) "TOWNSHIP". Northfield Center Township.

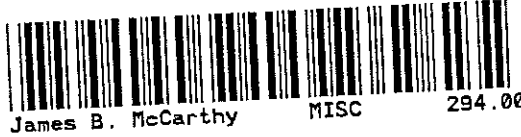
(rr) "VACANT SINGLE FAMILY LOT". Vacant Single Family Lot shall mean at any given time, any portion of the Property: (1) that is either a Cluster Lot for which a plat has been recorded designating such portion of the Property as a lot upon which only one single family residence may be constructed; (2) which has been conveyed to a person or entity other than the Declarant; and (3) upon which no Living Unit is situated.

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

ARTICLE III EASEMENTS

Section 3.1 - Utility Easements

There is hereby reserved in favor of Declarant and granted to the Master Association and each Developer, their successors and assigns, an easement upon, across, over, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of all utilities and service lines and systems including, but not limited to, water, sewer, energy, drainage, gas, telephone, electricity, television, cable and communication lines and systems. By virtue of this easement, it shall be expressly permissible for Declarant and the



Master Association and their successors and assigns, or the providing utility or service company, to install and maintain facilities and equipment on the Property provided that such facilities shall not materially impair or interfere with any Living Units and provided further that any areas disturbed by such installation and maintenance are restored to substantially the condition in which they were found. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or located except as approved by the Design Review Committee or unless the same are shown on a recorded plat. There is hereby reserved in favor of the Declarant the right to grant easements for utility purposes for the benefit of a 49.2345 acre parcel of real estate owned by the Declarant, said parcel being situated south of the Property in the Village of Boston Heights (the "Boston Heights Parcel") and the right (but not the obligation) is reserved in favor of the Declarant or the Master Association to grant neighboring property owners easements for utility purposes so long as the granting of such easements does not overburden the utilities serving the Property.

Section 3.2 - Easement for Ingress and Egress

There is hereby created an easement upon, across, over and through the roadways, sidewalks, walkways, bike paths, all-purpose trails and parking areas in favor of Declarant and the Master Association, all Owners, Occupants, and their respective guests, licensees and invitees for pedestrian and vehicular ingress and egress, as the case may be, to and from all of the various portions of the Property. Notwithstanding the foregoing, the Declarant and/or the Master Association may limit this right of ingress and egress by a Subsequent Amendment. There is hereby reserved in favor of the Declarant the right to grant easements for access purposes for the benefit of the Boston Heights Parcel and there is hereby reserved in favor of the Declarant or Master Association the right (but not the obligation) to grant neighboring property owners easements for access purposes.

Section 3.3 - Common Areas

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

Section 3.4 - Easements for Construction, Alteration, etc.

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

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

Section 3.5 - Emergency and Service Easements

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

Section 3.6 - Easements for Community Signs

Easements are created over the Common Areas to install, maintain, repair, replace and illuminate signs that are for the general benefit of the Property or for the identification of the private roads within the Property. The type, size and location of the signs shall be subject to the approval of the Design Review Committee and subject to the laws of the Township and other governmental authorities having jurisdiction.

Section 3.7 - Easement to Maintain Sales Offices, Models, etc.

Notwithstanding any provisions contained in this Master Declaration to the contrary, so long as construction and sale of Living Units is continuing, it shall be expressly permissible for Declarant and/or a Developer authorized in writing by Declarant to maintain and carry on upon portions of the Common Areas such facilities and activities as, in the sole opinion of Declarant and/or such Developer, may be reasonably required, convenient, or incidental to the construction or sale of Living Units, including, but not limited to, administrative/customer services, construction offices/trailers, parking signs, identification signs, model units, and sales and resales offices, and the Declarant, its guests, licensees and invitees shall have an easement for access to all such facilities. The right to maintain and carry on such facilities and activities shall specifically include the right to use Living Units owned by the Declarant and/or such Developer, as models and sales offices. Declarant further reserves the right for itself and its successors, assigns, contractors, material suppliers and others performing work and furnishing materials to construct Living Units and other improvements upon the Property to conduct business and carry on construction/site development activities during business hours that are customary within the Greater Cleveland/Greater Akron area.



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This Section may not be amended or modified without the express written consent of the Declarant.

Section 3.8 - Maintenance Easement

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

Section 3.9 - Environmental Easement

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

Section 3.10 - Scope of Easements and Dedication of Roadways and Utilities

As the improvements to be located within the Property for the easement rights granted or reserved under Sections 3.1 and 3.2 are definable within specific areas, the Declarant or the Master Association (with the Declarant's prior written consent so long as Declarant is a Class "B" Member) shall have the right (but not the obligation) to: (a) limit such easements to specific areas and purposes, and record a document or documents releasing the balance of the lands from the burden of such easements; and/or (b) record a plat or other document or documents setting forth the specific areas subjected to such easements; and/or (c) dedicate to public or private use specific areas (and the improvements contained therein) within the Property to meet the requirements of the Township, County and other public authorities having jurisdiction over the same. The Declarant or the Master Association may exercise any of such rights without the necessity of obtaining the consent or approval of Owners and other Persons for whose benefit the easement rights are granted or reserved.

Section 3.11 - Easements To Run With the Lands

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

ARTICLE IV
OWNERSHIP AND OPERATION OF COMMON AREAS

Section 4.1 - Conveyances of Common Areas

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

Section 4.2 - Use of Common Areas

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



ARTICLE V
THE ASSOCIATION

Section 5.1 - Existence

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

Section 5.2 - Membership and Voting Rights

(a) Classes of Membership

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

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

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

(b) Voting Rights

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

In any situation where a Member is entitled to exercise a vote and more than one (1) Person holds the interest in such Living Unit or Vacant Single Family Lot required for membership, the vote for such Living Unit or Vacant Single Family Lot shall be exercised as those Persons determine among themselves and advise the Secretary of the Master

Association in writing prior to any meeting. In the absence of such advice, the vote of the Living Unit or the Vacant Single Family Lot shall be suspended if more than one (1) Person seeks to exercise it.

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

(3) No Cumulative Voting. There shall be no cumulative voting on any vote of the Members of the Master Association.

Section 5.3 - Board and Officers of the Master Association

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

Section 5.4 - Rights of the Master Association

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

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

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

(c) To convey the Common Areas or a portion thereof, to a successor; provided, however, that any such conveyance shall require the vote of a majority of the Class "A"



Members and the vote of the Class "B" Member, and provided further that such successor shall agree, in writing, to be bound by the easements, covenants, restrictions and spirit of this Master Declaration.

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

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

ARTICLE VI
RESPONSIBILITIES OF THE MASTER ASSOCIATION

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

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

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

(a) Entranceway Areas. To operate, and to maintain, repair and replace, any now-existing or hereafter-created entranceway area at or in the vicinity of any entrance to the Property from public or private roads, and all associated landscaping and other related facilities such as gatehouses, sprinkler systems, signs, lighting, traffic control devices, decorative or screening walls and fences, ponds and fountains and pumps. The Master Association shall also pay or reimburse the Declarant for any real estate taxes assessed with

respect to any such entranceway area and the improvements thereon, and if Declarant at any time requests, the Master Association shall unconditionally and for a nominal consideration of Ten Dollars (\$10.00), accept a deed to and hold title to such areas and the improvements thereon that are the Master Association's responsibility to maintain.

(b) Perimeter Fences and Walls. To maintain, repair and replace any fences, walls and gates situated within the Common Areas.

(c) Berms Along Public Roads. With respect to the berms (including berms within public right-of-ways) and landscaping thereon which are desired or required to be maintained adjacent to the perimeter of the Property, to maintain such berms and any landscaping on such portions of such berms, in good and attractive condition.

(d) Drainage System. To maintain all lakes, ponds (including retention and detention ponds), canals, piping, culverts, drains, and other facilities now or hereafter situated upon any portion of the Property which are intended for the collection, retention, detention, transmittal or disposal of storm-water (including gutters, downspouts and other facilities attached to buildings), in clean and sanitary condition and in good order and repair and to make all replacements and renewals necessary to so maintain the same.

(e) Sanitary Sewer System. To maintain the sanitary sewer lines within the Property that are not maintained by the Township, County or other governmental authority having jurisdiction.

(f) Bikepaths/Jogging Paths. To maintain, repair or replace any bikepaths/jogging paths (if any) situated anywhere on the Property.

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

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

(i) Maintenance of Non-Master Association Property. The Master Association shall maintain property which it does not own, including, without limitation, property



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dedicated to the public, if the Master Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

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

Section 6.2 - Taxes and Assessments

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

Section 6.3 - Utilities

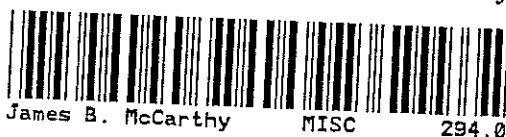
(a) The Master Association shall pay all charges for water, gas, sewer, electricity, light, heat or power, telephone and other services used, rented or supplied to or in connection with any property owned and/or operated by the Master Association. All such utility services shall be contracted for, metered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

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

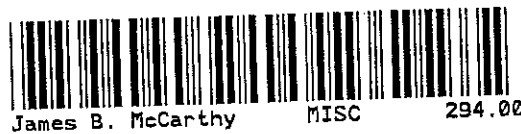
Section 6.4 - Insurance and Reconstruction

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

The Master Board shall also obtain a public liability policy covering the Common Areas (excluding Common Areas within the Brandywine Preserve Cluster Development, unless the Cluster Association contracts with the Master Association for such insurance), the Master Association and its Members for all damage or injury attributable to any acts or omissions of the Master Association or any of its Members or agents. The public



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liability policy shall have a limit of at least Two Million Dollars (\$2,000,000.00) for bodily injury (including death) and property damage.

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

The cost of insurance coverage obtained by the Master Association shall be included in the Master Assessments.

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

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

(ii) All policies on the Common Areas shall be for the benefit of the Owners and their mortgagees as their interests may appear. All policies secured at the request of the Brandywine Preserve Cluster Development shall be at the expense of Cluster Association for the benefit of the Brandywine Preserve Cluster Development and the Owners within the Brandywine Preserve Cluster Development and their mortgagees, as their interests may appear.

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

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

(v) All casualty insurance policies shall have an "inflation guard" endorsement, if reasonably available, and an "agreed amount" endorsement if reasonably

available with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Greater Akron area.

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

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

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

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

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

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

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

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

(b) Individual Insurance By virtue of taking title to a Living Unit subject to the terms of this Master Declaration, each Owner covenants and agrees with all other Owners

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

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

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

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

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

(e) Repair and Reconstruction If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Master Board shall, without the necessity of a vote

of the Members, levy a special assessment against all Owners in proportion to the number of Living Units owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Section 6.5 - Management

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

- (a) Adopt Rules;
- (b) Engage employees and agents, including without limitation, security personnel, attorneys, accountants and consultants, maintenance firms and contractors;
- (c) Delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company. Such delegation may be evidenced by a management contract which shall provide for the duties to be performed by the managing agent and for the payment to the managing agent of a reasonable compensation. Upon the expiration of each management agreement, the Master Association may renew said management agreement or enter into a different agreement with the same or a different managing agent, provided that no management agreement or renewal thereof shall be for a period longer than three (3) years (subject to the right of either party to terminate the management contract without cause and without payment of a termination fee upon ninety (90) days' written notice to the other party), and provided, further, that the Master Board may designate a different managing agent with whom the Master Association shall enter into an agreement after the end of the then existing management agreement; and
- (d) The management agreement may be with an entity owned by or associated with Original Declarant or owned by, associated with, controlled or employed by any partner, shareholder, officer, director, agent or employee of Original Declarant, and may be for a period of time not to exceed three (3) years (subject to the right of either party to terminate the management contract without cause and without payment of a termination fee upon ninety (90) days' written notice to the other party), in Original Declarant's sole discretion.

Section 6.6 - Upgrading

The Master Association may continuously attempt to upgrade the Areas of Common Responsibility for the good and welfare of all of its Members. In so doing the Master





Association is authorized to expend reasonable sums of money for such purpose and intent, subject to the provisions of this Master Declaration and reasonable monetary considerations.

Section 6.7 - Enforcement

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

Section 6.8 - Disputes Between Associations.

The Master Association shall have the right to mediate or arbitrate disputes between sub-Associations, including Cluster Associations and Condominium Associations, provided, however, no Member of the sub-Association involved in such disputes shall mediate or arbitrate the same on behalf of the Master Association.

Section 6.9 - Rules and Regulations

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

Section 6.10 - General

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

Section 6.11 - Original Declarant's Rights

During the Class "B" Control Period, the Original Declarant shall exercise all or any of the powers, rights, duties and functions of the Master Association, including, without limitation, the right to levy special assessments as authorized herein, the right to enter into

a management contract, the right to obtain insurance under Original Declarant's blanket policy (if any), the right to perform each duty and obligation of the Master Association set forth herein, the right to collect assessments and disburse all funds of the Master Association, and the right to have a lien (and to foreclose said lien) on a Living Unit and on a Vacant Single Family Lot for unpaid assessments in the manner and to the extent granted to the Master Association as herein provided.

ARTICLE VII
COVENANTS AND RESTRICTIONS

The intent of this Master Declaration is to cause the Property to be kept and maintained as a high quality development. Therefore, the covenants and restrictions provided in this Article shall be applicable to the Owners, Land Contract Vendees, Lessees, Tenants and Occupants of the Property. The following Covenants and Restrictions shall be broadly construed and interpreted in furtherance of this intent. The Master Association, acting through its Board, shall have standing and the power to enforce such standards.

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

Section 7.1 - Covenant of Good Maintenance

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

(a) Maintenance and Repair.

(1) Each Owner or Occupant of:

- (A) a Cluster Living Unit shall maintain the interior and exterior of such Living Unit and each Owner or Occupant of a Condominium Living Unit shall maintain the interior of such Living Unit in good condition and repair (the Condominium Association to maintain and repair the exterior and landscaping of the Condominium Living Unit in accordance with the Condominium Declaration and the Cluster Association to



maintain the landscaping of the Cluster Living Unit in accordance with the Cluster Declaration); and

- (B) a Cluster Living Unit and Condominium Living Unit shall keep the adjacent Common Areas free from debris, rubbish, rubble and other conditions created by such Owners or Occupants or their guests.

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

(b) Snow Removal. Each Owner and Occupant of a Living Unit shall keep the walks leading from the front and rear of the Living Unit to the exterior driveway and any patios, decks, stoops and steps free of unreasonable accumulations of snow and ice. Each Cluster Association or Condominium Association shall maintain the roadways and other Common Areas within their respective developments.

Section 7.2 - Trailers

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

Section 7.3 - Fences, Walls and Hedges

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

Section 7.4 - Nuisance

No noxious or any activity constituting an unreasonable source of discomfort or annoyance shall be carried on upon any portion of the Property (including the Living Units situated thereon), nor shall anything be done thereon that may be or become a nuisance or annoyance to other Owners. The Master Board shall have absolute power to determine what is "reasonable" and what is "unreasonable" under this Section.

Section 7.5 - Animals

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

Section 7.6 - Signs

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

Section 7.7 - Storage of Material and Trash Handling

No lumber, metals, bulk material, refuse or trash shall be burned, whether in indoor incinerators or otherwise (excluding the burning of firewood in a fireplace), kept, stored or allowed to accumulate on any portion of the Property, except normal residential accumulation pending pick-up and except building materials during the course of construction or reconstruction of any approved building or structure, except firewood may be stored within Living Units, on patio areas or other areas designated by the Master Board. If trash or other refuse is to be disposed of by being picked up and carried away on a regular





recurring basis, containers may be placed in the open on any day that a pick-up is to be made, thereby providing access to persons making such pick-up. At all other times such containers shall be stored in such manner that they cannot be seen from adjacent and surrounding property. No dumping of rubbish shall be permitted on any portion of the Property. Anything herein to the contrary notwithstanding, the Master Association or the Master Board may adopt a Rule or Rules which permit burning, incineration or storage of refuse or trash if the same becomes reasonably necessary for the safety, health or welfare of the Occupants, and is permitted by law.

Section 7.8 - Commercial or Professional Uses

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

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

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

Section 7.10 - Firearms; Preservation of Wildlife

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

Section 7.11 - Control of Trucks, Commercial Vehicles

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

Section 7.12 - Poles, Wires, Satellite Dishes and Antennae

Subject to applicable easement rights, no facilities, including poles and wires, for the transmission of electricity, telephone messages, ham radio messages and the like shall be placed or maintained above the surface of the ground in any portion of the Property without the prior approval of the Design Review Committee. This provision shall not apply for temporary facilities for the construction or repair of any building or other structure. Notwithstanding the foregoing, and to the extent required by the Telecommunications Act of 1996, the Owner of a Cluster Living Unit may install a satellite dish (not to exceed one meter [i.e. approximately 39 inches] in diameter) or antenna on such Owner's property pursuant to design and construction criteria (the "Criteria") established by the Declarant or the Master Association. The Design Review Committee shall determine whether the Owner





meets such Criteria. The Criteria so imposed shall not cause an Owner to incur unreasonable additional installation, maintenance or usage costs, nor shall the Criteria cause interference with a broadcast signal. The Design Review Committee may determine the "best" location for a satellite dish or antenna on an Owner's property that would be the least obtrusive to such Owner's neighbors and would be consistent with the Community-Wide Standards established for the Property. Likewise, the Owner of a Condominium Living Unit may install a satellite dish or antenna within certain limited common areas of such Owner's Condominium Living Unit established by the Condominium Declaration and approved by the Board of the Condominium Association and by the Design Review Committee so long as the same complies with Criteria established by the Declarant or the Master Association with respect to the Condominium Living Units.

Section 7.13 - Exterior Appearance and Lights in Exteriors of Residences

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

Section 7.14 - Grading

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

Section 7.15 - Drainage Ditches

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

Section 7.16 - Subdivision of Property

No portion of the Property shall be subdivided or its boundary lines changed except with the proper written approval of the Declarant or the Master Board or except as expressly

authorized herein. Declarant, however, hereby expressly reserves the right to replat any lot or lots owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 7.17 - Compliance with Township and/or County Requirements

Each Owner shall comply with the applicable sections of the Township and/or County Codes or regulations. It is agreed that a violation of any restriction, condition, covenant or restriction imposed now or hereafter by the provisions of this Master Declaration is a nuisance per se that can be abated by the Township and/or County. The cost of the abatement shall be certified to the Summit County Auditor to be collected as property taxes on the subject premises.

Section 7.18 - Lakes, Water Bodies and Wetlands

No piers or docks shall be constructed on any portion of lakes, streams or ponds (including storm detention/retention ponds) situated within the Property, nor attached to the shoreline of banks thereof. No boating, swimming or fishing shall be permitted in any of such lakes, streams or ponds. The Master Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Property. Nothing shall be done which disturbs or potentially disturbs designated "wetlands" within the Property in any manner unless permits are obtained from the governmental authorities having jurisdiction over "wetlands". No dredging or filling shall be undertaken on any property adjacent to any water body without the prior written consent of the Master Board.

Section 7.19 - Use of the Name "Brandywine Preserve"

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

Section 7.20 - Names of Owners and Occupants of Living Units

To enable the Master Association to maintain accurate records of the names, addresses and phone numbers of Owners and other Occupants of Living Units, each Owner agrees to notify the Master Association in writing, within five (5) days after such Owner's Living Unit has been transferred or leased to another person. In addition, each Owner agrees to provide to a purchaser or lessee of such Owner's Living Unit a copy of this Declaration, the Master Code, the Rules and other relevant documents.





Section 7.21 - Waiver of Subrogation

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

Section 7.22 - Violation of This Article

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

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

Master Code entitled, "Hearing Procedure", a Person in violation of this Article VII shall be obligated to the Master Association and/or Declarant for money damages and for the full amount of all costs and expenses, including attorneys' and paralegals' fees, incurred to remedy any such violation. If said amounts are not paid within ten (10) calendar days following said notification, then said amount shall be deemed "delinquent", and shall, upon perfection as provided in Section 9.4, become a continuing lien upon the portion of the Property owned or occupied by such Person(s) and a personal obligation of the Person(s) violating this Article. In addition, the Owner of any portion of the Property shall be liable jointly and severally for any obligations of any Occupant of such Owner's property.

Section 7.23 - Restrictions of Other Documents

Nothing contained in these Restrictions shall preclude the imposition of more stringent restrictions imposed elsewhere in this Master Declaration, restrictions imposed by Cluster Declarations, Condominium Declarations, restrictions imposed in deeds conveying the Property or portions thereof and restrictions imposed by the Design Review Committee so long as such restrictions are not inconsistent with Community-Wide Standards created by this Master Association or adopted by the Master Board.

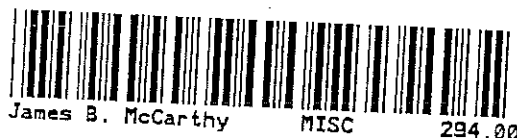
Section 7.24 - Certificate of Compliance with Restrictions

Upon the conveyance of a Living Unit or an interest therein, the grantor shall have the right to request the Master Association to issue a Certificate of Compliance stating that it has no record of a violation of this Article. A Certificate of Compliance may be relied upon by all persons for all purposes. Neither the Master Board, nor such officer or agent shall have any liability to the grantor, grantee or mortgagee of a Living Unit or to others if the Certificate of Compliance issued hereunder is not correct. The Master Association may require the advance payment of a processing fee not to exceed Fifty Dollars (\$50.00) for the issuance of the Certificate of Compliance.

ARTICLE VIII DESIGN REVIEW COMMITTEE

Section 8.1 - Structure of Committee

The "Design Review Committee" (sometimes referred to as the "DRC") shall be composed of three (3) natural persons who need not be Members of the Master Association or Occupants. It is recommended, but not required, that one (1) member of the DRC be an architect. The persons who shall serve on the DRC shall be designated from time to time by (a) Declarant for so long as the Declarant owns any portion of the Property and (b) the Board





of the Master Association thereafter. The affirmative vote of two (2) members of the DRC shall be required in order to adopt or promulgate any Rule or to issue any permit, authorization or approval pursuant to this Article.

Section 8.2 - Approval of Plans

No Living Unit or other structure shall be commenced, erected, placed, moved unto or permitted to remain on the Property nor shall any building or structure be altered, modified or changed in any way which changes the exterior or the appearance thereof, nor shall any new use be commenced or made on the Property or any part thereof, nor shall any grading be commenced or changed or landscaping installed or materially changed, nor shall a satellite dish or antenna be erected by an Owner on the Property unless an application, plans and specifications for the proposed construction, installation or change, including the description of any proposed new use thereof, shall have been submitted to and approved in writing by the DRC.

The plans and specifications submitted to the DRC shall be in such form and shall contain such information as may be reasonably required by the DRC and set forth in the manuals. PROVIDED, HOWEVER, the provisions of this subsection requiring submission of plans and specifications to and obtaining approval from the DRC shall not be applicable to the Declarant nor any entity related to or affiliated with the Declarant, or designated by Declarant as not being subject to the provisions of this subsection.

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

Section 8.3 - Grounds for Disapproval

The DRC shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following: (a) failure of such plans and specifications to comply with any covenants and restrictions contained in this Declaration or design and construction criteria adopted by Declarant or the Master Association; (b) failure to include information in such plans and specifications as may have been reasonably requested; (c) incompatibility of design or appearance of any proposed structure or building or landscaping or satellite dish or antenna with any existing or contemplated structures or buildings or landscaping upon the same or other property in the vicinity; (d) objection to the location of any proposed structures or buildings or landscaping or satellite dish or antenna upon any portion of a Vacant Single Family Lot with reference to any other area within such lot; (e) objection to the grading plan; (f) objection to the color scheme, finish, proportions, style or

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architecture, height, bulk or appropriateness of any proposed building or structure or satellite dish or antenna; (g) objection based solely on aesthetic reasons; or (h) any other matter, in the reasonable judgment of the DRC, that will render the proposed building or structure or use inharmonious with the general plan of the improvement of the Property or the buildings, structures or uses located upon other portions or on the vicinity of the proposed building, structure or use. Pursuant to the Federal Telecommunications Act of 1996, the DRC may not disapprove plans for a satellite dish or antenna if such disapproval causes additional installation, maintenance or usage costs, or causes interference with a broadcast signal (except for a permitted safety restriction).

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

Section 8.4 - Right of Appeal

If the DRC shall disapprove any plans and specifications submitted hereunder, there shall be a right to appeal such decision to the Board. Such appeal must be submitted to the Board by the applicant, in writing, within thirty (30) days after receipt of notice of the decision from the DRC. No later than thirty (30) days after receipt of notice of appeal, the Board shall examine the plans and specifications submitted, as well as the grounds upon which the DRC disapproves such plans and specifications. The affirmative vote of a majority of the members of the Board shall be required to reverse or modify a decision of the DRC.

Section 8.5 - Violation of Article

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



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(b) If within fifteen (15) days after written notice of such a violation reasonable steps have not been taken by the applicant toward the alleviation or termination of the same or if such remedial action is not prosecuted with due diligence until satisfactory completion of the same, the Master Association and/or Declarant shall have the right, through agents and employees, to enter upon the land and/or Living Unit and to summarily abate and/or remove any building or structure, or to take such steps as may be necessary to extinguish such use, or to cure the violation. In addition to the foregoing, the Master Association and/or Declarant shall have the right to obtain an injunction from any court having jurisdiction for the cessation of such alteration, erection, maintenance or use which is in violation of this Article. The rights and remedies of the Master Association and Declarant contained in the Article shall be non-exclusive and in addition to any other rights or remedies available at law or in equity, including a claim or action for specific performance and/or money damages (including punitive damages), together with attorneys' fees and other costs of such actions. Subject to the provisions of Article III, Section 23 of the Code entitled "Hearing Procedure", a Person in violation of this Article VIII shall be obligated to the Master Association and/or Declarant for the amount of all costs and expenses, including attorneys' and paralegals' fees, incurred to remedy any such violation. If said amounts are not paid within ten (10) calendar days following said notification, then said amount shall be "delinquent" and shall, upon perfection as provided in Section 9.4, become a continuing lien upon the Living Unit Lot or Vacant Single Family Lot owned or occupied by such Person(s) and a personal obligation of the Person(s) violating this Article. In addition, the Owner of any portion of the Property shall be liable jointly and severally for any obligations of any Occupant of such Owner's Living Unit Lot or Vacant Single Family Lot.

Section 8.6 - Cost of Design Review Committee

The Declarant and the Association shall establish an annual budget for the cost and expenses of the DRC which may include, among other things, compensation for its members, support staff and the employment of professional consultants. The Board and/or the DRC shall have the right to charge fees for the processing of applications, plans and specifications whether or not the same are approved or disapproved. The Declarant shall be exempt from any such fees. Furthermore, there shall not be compensation payable to members or the support staff while the Declarant has the right to designate the members of the DRC.

Section 8.7 - Liability of Members of the Design Review Committee

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

Section 8.8 - Failure of Design Review Committee to Act

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

ARTICLE IX
ASSESSMENTS

Section 9.1 - Definition of Assessments

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

- (a) All expenditures required to fulfill the responsibilities of the Master Association, including, but not limited to, expenditures relating to maintenance fees;
- (b) All amounts incurred in collecting Assessments, including all legal and accounting fees;
- (c) Reserves for uncollectible Assessments, unanticipated expenses, replacements, major repairs and contingencies;
- (d) Annual capital additions and improvements and/or capital acquisitions (but not repairs or replacements) having a total cost in excess of Five Thousand Dollars (\$5,000.00), without in each case the prior approval of the Class "B" Member and the vote of at least a majority of the Class "A" Members. In case of an emergency requiring prompt action to avoid further loss, the Master Board shall have the discretion to expend whatever is necessary to mitigate such loss.
- (e) Such other costs, charges and expenses which the Master Association determines to be necessary and appropriate within the meaning and spirit of this Master Declaration.
- (f) The Assessments are separate and distinct from the assessments pursuant to a Cluster Declaration or Condominium Declaration.





Section 9.2 -Responsibility for Payment of Assessments

The Declarant or the Master Board shall prepare or cause the preparation of an annual operating budget for the Master Association and shall fix the amount of the Assessments. Written notice of the Assessments shall be sent to the Owner of each Living Unit, each Vacant Single Family Lot Owner and the Owner of each Cluster Lot. Payment of Assessments shall be on an annual basis or on another basis established by the Master Board. At the discretion of the Condominium Association or Cluster Association, as the case may be, the Assessments may be paid directly by an Owner to the Master Association or may be paid by an Owner to the Condominium Association or Cluster Association governing such Owner's Living Unit, with said Condominium Association or Cluster Association, in turn, paying the assessments to the Master Association.

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

(i) Initial Share of Assessments. The Assessments to be paid by the Owner of each Living Unit and Vacant Single Family Lot shall be in an equal amount. During the Subsidy Period the Assessments per Living Unit and per Vacant Single Family Lot shall be the following amounts:

Assessment Calendar Year	Maximum Annual Assessment Per Living Unit
1998	\$113.00
1999	\$122.00

If a Living Unit or Vacant Single Family Lot is acquired from the Declarant between January 1 and June 30 of a year, the purchaser of such Living Unit or Vacant Single Family Lot shall pay through escrow the Full Year Assessment. If such Living Unit or Vacant Single Family Lot is acquired between July 1 and December 31 of a year, the purchaser of such Living Unit or Vacant Single Family Lot shall pay through escrow the Half Year Assessment. The Owner of a Vacant Single Family Lot shall pay one-half (1/2) the Assessment payable by the Owner of a Living Unit.

(ii) Share of Owners of Two or more Sublots. If the Owner of a Cluster Unit acquires two (2) or more Vacant Single Family Lots and has a Living Unit constructed on one (1) or more of the lots, such Owner shall pay an Assessment for each Vacant Single Family Lot as originally platted.

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

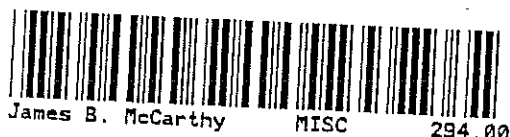
(b) Rate of Assessments After the Subsidy Period. After the Subsidy Period, the amount of the annual Assessment attributable to the Living Units and the Vacant Single Family Lots shall be established as of January 1 of each year and shall be payable by January 10 of each year. If a Living Unit or Vacant Single Family Lot is acquired from the Declarant between January 1 and June 30 of a year, the purchaser of such Living Unit or Vacant Single Family Lot shall pay through Escrow the Full Year Assessment. If such Living Unit or Vacant Single Family Lot is acquired between July 1 and December 31 of a year, the purchaser of such Living Unit or Vacant Single Family Lot shall pay through escrow the Half Year Assessment.

Section 9.3 - No Exemption for Non-Use of Facilities; No Refund of Reserves

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

Section 9.4 - Creation of Lien and Personal Obligation

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





Unit or a Vacant Single Family Lot shall be personally liable, jointly and severally, with all other co-Owners for all Assessments made by the Master Association with respect to said Living Unit or Vacant Single Family Lot.

Section 9.5 - Non-Liability of Foreclosure Sale Purchaser for Past Due Assessments

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

Section 9.6 - Liability for Assessments on Voluntary Conveyance

Upon the voluntary conveyance of an Ownership Interest the grantee of the Ownership Interest shall be jointly and severally liable with the grantor for all unpaid Assessments levied pursuant to this Master Declaration against the grantor of his Ownership Interest prior to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such prospective grantee, upon written request delivered to the Master Association, shall be entitled to a statement from the Trustees of the Master Board or an officer of the Master Association setting forth the amount of all unpaid Assessments due the Master Association with respect to the Ownership Interest to be conveyed and such grantee shall not be liable for, nor shall the Ownership Interest conveyed be subject to a lien, for any unpaid Assessments which become due prior to the date of the making of such request if the same are not set forth in such statement. The statement referred to herein may be included in the Certificate of Compliance with Restrictions referred to in Section 7.24 of this Master Declaration. The Master Association may require the advance payment of a processing fee for the issuance of the Certificate of Compliance. A devise of an Ownership Interest or the distribution of said Ownership Interest pursuant to the Statute of Descent and Distribution shall be deemed to be a voluntary conveyance. An unpaid Assessment shall not be deemed a charge or lien against the Ownership Interest until perfected as such pursuant to Article X.

Section 9.7 - Additional Assessments

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

Section 9.8 - Exempt Property

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

ARTICLE X LIENS

Section 10.1 - Perfection of Lien

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

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





Section 10.2 - Duration of Lien

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

Section 10.3 - Priority

A lien perfected under this Article X shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments, liens of bona fide mortgagees which have been heretofore filed for record and liens filed by a Cluster Association or Condominium Association against an Ownership Interest. A lien perfected pursuant to this Article may be foreclosed in the same manner as a mortgage on real property in an action brought by the Master Association after authorization from the Master Board. In any such foreclosure action, the affected Owner shall be required to pay reasonable rental for such Ownership Interest during the pendency of such action and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. Any funds received at the judicial sale of the delinquent Owner or Declarant's Ownership Interest in excess of mortgage liens, Cluster Association or Condominium Association liens, court costs and the taxes and assessment liens shall be paid over to the Master Association to the extent of its lien.

Section 10.4 - Dispute as to Assessment

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

Section 10.5 - No Waiver Implied

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

Section 10.6 - Personal Obligations

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

ARTICLE XI
REMEDIES OF THE ASSOCIATION

Section 11.1 - Denial of Voting Rights

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

Section 11.2 - Specific Remedies

The violation of any Rule, or the breach of any restriction, covenant or provision contained in this Master Declaration or in the Master Code, shall give the Master Association and the Original Declarant the right, in addition to all other rights set forth herein and provided by law, (a) to enter upon the Living Unit or Vacant Single Family Lot or portion thereof upon which, or as to which, such violation or breach exists, and summarily abate and remove, at the expense of the Owner or Developer of the Ownership Interest where the violation or breach exists, any structure, thing, or condition that may exist thereon, which is contrary to the intent and meaning of this Master Declaration, the Master Code, or the Rules, and the Master Association, or its designated agent shall not thereby be deemed guilty in any manner of trespass; (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; (c) to commence and prosecute an action for specific performance or an action to recover any damages which may have been sustained by the Master Association or any of its Members as well as an action for punitive damages if warranted; and/or (d) to collect costs of suit and reasonable attorneys' and paralegals' fees incurred in connection with the exercise by the Master Association of any remedies hereunder, the same to be deemed "Costs of Collection" under Section 11.3 hereof.

Section 11.3 - Cost of Collection

If any Owner fails to pay any Assessment when due or upon delinquency in the payment of any sums or cost due under this Master Declaration, the Master Association may



pursue any or all of the following remedies, which remedies shall be in addition to any other remedy available in this Master Declaration, or at law or in equity:

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

(b) In addition to the amount referred to in (a) above, the Master Association may assess against such Owner, liquidated damages, not to exceed fifteen percent (15%) of the amount of the delinquency or Twenty-Five Dollars (\$25.00), whichever amount is greater, said amount to be determined by the Master Board provided, however, in no event shall said amount exceed the highest interest rate chargeable to individuals under applicable law. Said liquidated damages shall be in addition to interest, the expenses of collection incurred by the Master Association, such as attorneys' fees, paralegals' fees, court costs and filing fees. The actual expenses of collection and the liquidated damages shall hereinafter be referred to as "Cost of Collection".

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

Section 11.4 - Binding Effect

The remedies provided in this Article XI against a Delinquent Owner or Developer may also be pursued against the heirs, executors, administrators, successors and assigns and grantees of such Owner or Developer, except as specifically provided in Section 9.5 of this Master Declaration.

ARTICLE XII
NO PARTITION

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



ARTICLE XIII
CONDEMNATION

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

If the taking involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant (so long as the Declarant is a Class "B" Member), and at least seventy-five percent (75%) of the Class "A" Members of the Master Association shall otherwise agree, the Master Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor, in accordance with plans prepared by the Design Review Committee and approved by the Master Board. If such improvements are to be repaired or restored, the provisions in Section 6.4 hereof regarding the disbursement of funds in respect to casualty damage or destruction shall apply. If the taking does not involve any improvements on the Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Master Association and used for such purposes as the Master Board shall determine in its sole and absolute discretion.

ARTICLE XIV
MORTGAGEES' RIGHTS

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

Section 14.1 - Notices of Action

An Eligible Mortgage Holder who provides written request to the Master Association (such request to state the name and address of such holder, insurer, or guarantor and the

address of the Living Unit or Vacant Single Family Lot), will be entitled to timely written notice of:

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

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

Section 14.2 - Other Provisions for First Lien Holders

To the extent possible under Ohio law:

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

(b) Any election to terminate the Master Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Mortgage Holders on Living Units and Vacant Single Family Lots of at least fifty-one percent (51%) of the votes of Living Units and Vacant Single Family Lots and the Eligible Mortgage



Holders of first mortgages of the Class "A" Members and the Class "B" Member, subject to mortgages held by such Eligible Mortgage Holders, are allocated.

Section 14.3 - Amendments to Documents

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

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

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

- (1) voting rights;
- (2) Assessments, Additional Assessments, assessment liens, or priority assessment liens;
- (3) reserves for maintenance, repair, and replacement of the Common Areas;
- (4) responsibility for maintenance and repair;
- (5) insurance or fidelity bonds;
- (6) rights to use of the Common Areas;
- (7) leasing of Living Units;
- (8) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Living Unit (this

provision is subject and subordinate to any provision in an agreement for the sale by the Declarant of Vacant Single Family Lots.);

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

(10) restoration or repair of the Property (after hazard damage or partial condemnation) in a manner other than that specified in this Master Declaration;

(11) any action to terminate the legal status of the Property after substantial destruction or condemnation occurs;

(12) expansion or contraction of the Property, or the addition, annexation, or withdrawal of the Property other than as provided in Section 1.3 of this Declaration; or

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

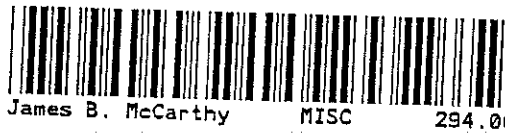
Section 14.4 - Special Federal Home Loan Mortgage Corporation Provisions

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

(a) Unless two-thirds (2/3) of the first mortgagees or Owners give their consent, the Master Association shall not: (1) by act or omission seek to abandon, become a partition, subdivide, encumber, sell or transfer any portion of the Property owned by the Master Association (the granting of easements for public utilities or for public purposes or the dedication to public use of utilities or roads consistent with the intended use of the property shall not be deemed a transfer); (2) change the method of determining the obligations, Assessments, dues or other charges which may be levied against an Owner; (3) fail to maintain fire and extended coverage insurance as required by this Master Declaration; or (4) use hazard insurance proceeds for any Common Area losses for other than repair, replacement or reconstruction of such properties.

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





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

ARTICLE XV
GENERAL PROVISIONS

Section 15.1 - Covenants Run With the Property; Binding Effect

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

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

Section 15.2 - Duration

Unless sooner terminated as hereinafter provided, the Easements, Covenants and Restrictions of this Master Declaration shall continue for a term of fifty (50) years from the date this Master Declaration is recorded, after which time, said covenants and restrictions shall automatically be extended for successive periods of ten (10) years each unless terminated by an instrument signed by Members entitled to exercise not less than seventy-five percent (75%) of the Class "A" Members.

Section 15.3 - Notices

Any notices required to be given to any Person under the provisions of this Master Declaration shall be deemed to have been given when personally delivered to such Person's Living Unit or mailed, postage prepaid, to the last known address of such Person or principal place of business if a corporation, provided, however, that a notice of "delinquency" of any payment due hereunder shall be made by personal delivery to such Living Unit or principal

place of business if a corporation, or by certified or registered mail, return receipt requested, or by telegram. The effective date of such a notice shall be the date said notice is personally delivered, or postmarked, or the date the telegraph company receives the message, as the case may be.

Notices to the Declarant shall be deemed given only when received and must be either hand delivered or mailed by certified or registered mail, postage prepaid, to Declarant, c/o Doppelt and Company, 30195 Chagrin Boulevard, Suite 215, Pepper Pike, Ohio 44124 (Attention: Gregg Lurie), with a copy to Richard A. Rosner, Esquire, Kahn, Kleinman, Yanowitz & Arnson Co., L.P.A., The Tower At Erieview, Suite 2600, Cleveland, Ohio 44114.

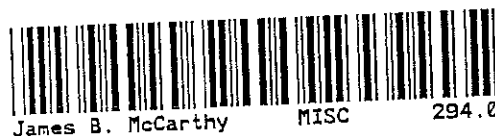
Section 15.4 - Enforcement-Waiver

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

Section 15.5 - Construction of the Provisions of this Master Declaration

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

The Master Association and the Design Review Committee to the extent specifically provided herein may adopt and promulgate Rules regarding the administration, interpretation and enforcement of the provisions of this Master Declaration. In so adopting Rules and in making any finding, determination, ruling or order, or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Master Association and the Design Review Committee, as the case may be, shall take into



consideration the best interests of the Declarant(s), Owners, Tenants and Occupants to the end that Brandywine Preserve shall be preserved and maintained as a high quality, residential community.

Section 15.6 - Reservations by Original Declarant - Exempt Property

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

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

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

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

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

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

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

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

(i) The Declarant reserves the right by a Subsequent Amendment, or otherwise, to designate areas within the Property as "Neighborhoods" which will be comprised of one (1) or more of the housing types subject to this Master Declaration, whether or not governed by an additional Owners' association, to which Owners may have common interests other



than those common to all Master Association Members, such as a common theme, entry feature, development name, special services and/or common areas and facilities which are not available to all Master Association Members. For example, and by way of illustration and not by way of limitation, each condominium development, apartment development, patio or zero lot line development, cluster home development and single-family detached housing development may constitute a separate "Neighborhood". If the Master Association renders services to a "Neighborhood" that it does not render to other Master Association Members, the Master Association shall be entitled to compensation for such services from the Owners in the "Neighborhood" in addition to the Assessments for Common Expenses. After the Class "B" Control Period, the Master Association, by a two-thirds (2/3) vote of its Board, shall have the right to grant "Neighborhood" status to a designated area within the Property if seventy-five percent (75%) of the Owners of Living Units within said area request such status.

Section 15.7 - Assignability by Original Declarant

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

Section 15.8 - Severability

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

Section 15.9 - Arbitration

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

Section 15.10 - Litigation

No judicial or administrative proceeding shall be commenced or prosecuted by the Master Association unless approved by the vote of seventy-five percent (75%) of the Class "A" Members. This Section shall not apply, however, to (a) actions brought by the Master Association to enforce the provisions of this Master Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Articles IX and X hereof, (c) proceedings involving challenges to real estate taxation, or (d) counterclaims brought by the Master Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 15.11 - Validity of Mortgages

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

Section 15.12 - Amendment of Master Declaration

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

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



on his behalf any such amendments. Each amendment shall be effective when signed by the Original Declarant and filed for record with the Recorder of Summit County.

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

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

(d) Except as expressly provided in this Master Declaration, and after expiration of the period set forth in (a) of this Article, any provision of this Master Declaration may be amended or repealed following a meeting of the Members held for such purpose, by the affirmative vote of the Class "B" Member and the vote of at least a majority of the voting power of the Class "A" Members unless a greater percentage of vote is required pursuant to this Master Declaration or in accordance with the statutes of the State of Ohio; provided,

however, that any amendment which would terminate or materially affect the easements set forth in Article III of this Master Declaration shall not be effective (except as expressly provided to the contrary in this Master Declaration) unless all persons whose rights are terminated or materially affected shall affirmatively consent in writing to such amendment; provided further, that any amendment affecting the rights of Declarant in this Master Declaration shall not be effective without the prior written consent of Declarant. Written notice shall be given each Member at least ten (10) days in advance of the date of the meeting held for the purpose of amending this Master Declaration, which notice shall expressly state the modification to be considered at such meeting. Each amendment shall be effective when signed by the President and one other officer of the Master Association, signed by the Declarant if the amendment affects the rights of the Declarant and filed for record with the Summit County Recorder.

Section 15.13 - Interest Rates

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

Section 15.14 - Headings

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

Section 15.15 - Rule Against Perpetuities

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





IN WITNESS WHEREOF, Brandywine Preserve, Ltd. has signed this document this
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. UTWIN

Print Name GLENN 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 & Arnson Co., L.P.A.
Suite 2600, The Tower At Erieview
1301 East Ninth Street
Cleveland, Ohio 44114-1824
(216) 696-3311

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

EXHIBIT A

1.5145 ACRE PARCEL
Phase 1
Brandywine Preserve, Ltd.

Situated in Northfield Center Township, County of Summit and State of Ohio, and known as being part of Original Lot 10, formerly Northfield Township, and more fully bounded and described as follows:

Beginning at a 2" pipe found at the Southwest corner of said Lot 10, said pipe also being the Southwest corner of lands now or formerly owned by L.J. & M.M. Griffen, Living Trust as recorded in Vol. 1136, Page 823 of the Summit County Records of Deeds; Thence S.85°39'19"E., along the South line of said Lot 10 and the South line of said Griffen lands, a distance of 119.00 feet to an iron pin set, Thence N.3°37'55"E., continuing along the East line of said Griffen lands, a distance of 1,379.37 feet, passing over an iron pin set 495.18 feet, to an iron pipe found at the Southwest corner of lands now or formerly owned by H.L. Avry as recorded in O.R. 302, Page 335 of the Summit County Records of Deeds, Thence S.86°22'05"E., along the Southerly line of said Avry lands, a distance of 283.01 feet to an iron pipe found, Thence N.3°37'55"E., along the Easterly line of said Avry lands, a distance of 238.50 feet to an iron pin set on the Southerly Right of Way of Twinsburg Road - T.R. 112 (60 feet wide), Thence S.60°05'13"E., along said Southerly Right of Way of Twinsburg Road, a distance of 431.36 feet to an iron pin set at a point of curve of an arc deflecting to the left, Thence Southeasterly, along said arc deflecting to the left, (Radius 746.20 feet, Central Angle 10°04'59", Chord Bearing S.65°07'43"E., 131.15 feet) an arc distance of 131.32 feet to an iron pin set at a point of reverse curve of an arc deflecting to the right, Thence Southeasterly, along said arc deflecting to the right, (Radius 25.00 feet, Central Angle 96°46'07", Chord Bearing S.21°47'09"E., 37.38 feet) an arc distance of 42.22 feet to an iron pin set on the Westerly Right of Way of Country View Parkway (60 feet wide), and a point of compound curve of an arc deflecting to the right, Thence Southwesterly, along said arc deflecting to the right, (Radius 295.00 feet, Central Angle 9°56'30", Chord Bearing S.31°34'10"W., 51.12 feet) an arc distance of 51.19 feet to a point, Thence S.36°32'25"W., continuing along said Westerly Right of Way of Country View Parkway 60' R/W, a distance of 122.50 feet to a point of curvature of an arc deflecting to the left, Thence Southwesterly, along said arc deflecting to the left; (Radius 490.00 feet, Central Angle 03°20'28", Chord Bearing S.34°52'11"W., 28.57 feet) an arc distance of 28.57 feet to a point in the South R/W line of Azalea Circle (50' wide, private) and The True Place of Beginning of the parcel of land herein to be



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described;

Thence N.60°05'13"W. 251.63 feet continuing along the South R/W line of said road to a point;

Thence S.29°54'47"W. 125.67 feet to a point;

Thence S.09°33'55"W. 161.31 feet to a point;

Thence S.12°05'13"E. 58.30 feet to a point in the North R/W line of said road;

Thence N.77°54'47"E. 20.00 feet along said North R/W line to a point of curvature;

Thence continuing along said North R/W line and arc of a curve to the right 131.79 feet to a point, said curve has a radius of 425.00 feet, a delta of 17° 46' 00", a chord of 131.26 feet and bearing N.86°47'47"E.;

Thence S.84°19'13"E. 20.58 feet continuing along said North R/W line to a point;

Thence N.84°30'58"E. 51.65 feet along said North R/W line to a point in the West R/W line of Country View Parkway;

Thence along the West R/W line of said road and arc of a curve to the right 200.32 feet, said curve has a radius of 490.00 feet, delta of 23° 25' 24", chord of 198.93 feet and bearing N.21° 29' 15"E. to the Place of Beginning and containing 1.5145 Acres of land, more or less, but subject to all legal highways and easements of record as determined by Fred A. Himmelreich, P.S. No. 6477, of Mosyjowski & Associates Engineers, October, 1997.

EXHIBIT "2"
TO DECLARATION OF CONDOMINIUM OWNERSHIP
FOR BRANDYWINE PRESERVE CONDOMINIUM

BRANDYWINE PRESERVE PHASE ONE
LOT 1-A Remainder (11.1362 Acres)
Brandywine Preserve, Ltd.

Situated in Northfield Center Township, County of Summit and State of Ohio, and known as being part of Original Lot 10, formerly Northfield Township, and more fully bounded and described as follows:

Beginning at a 2" pipe found at the Southwest corner of said Lot 10, said pipe also being the Southwest corner of lands now or formerly owned by L.J. & M.M. Griffen, Living Trust as recorded in Vol. 1136, Page 823 of the Summit County Records of Deeds; Thence S.85°39'19"E., along the South line of said Lot 10 and the South line of said Griffen lands, a distance of 119.00 feet to an iron pin set; Thence N.3 37'55"E., along the East line of said Griffen lands, a distance of 495.18 feet to an iron pin set at the True Place of Beginning of the parcel of land herein to be described;

Thence N.3° 37'55"E., continuing along the East line of said Griffen lands, a distance of 884.19 feet to an iron pipe found at the Southwest corner of lands now or formerly owned by H.L. Avry as recorded in O.R. 302, Page 335 of the Summit County Records of Deeds;

Thence S.86° 22'05"E., along the Southerly line of said Avry lands, a distance of 283.01 feet to an iron pipe found;

Thence N.3°37'55"E., along the Easterly line of said Avry lands, a distance of 238.50 feet to an iron pin set on the Southerly Right of Way of Twinsburg Road - T.R. 112 (60 feet wide);

Thence S.60° 05'13"E., along said Southerly Right of Way of Twinsburg Road, a distance of 431.36 feet to an iron pin set at a point of curve of an arc deflecting to the left;

Thence Southeasterly, along said arc deflecting to the left, (Radius 746.20 feet, Central Angle 10°04'59", Chord Bearing S.65 07'43"E., 131.15 feet) an arc distance of 131.32 feet to an iron pin set at a point of reverse curve of an arc deflecting to the right;

Thence Southeasterly, along said arc deflecting to the right, (Radius 25.00 feet, Central Angle 96°46'07", Chord Bearing S.21 47'09"E., 37.38 feet) an arc distance of 42.22 feet to an iron



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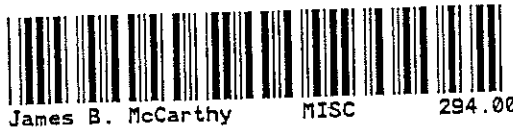
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pin set on the Westerly Right of Way of Country View Parkway (60 feet wide), and a point of compound curve of an arc deflecting to the right;

Thence Southwesterly, along said arc deflecting to the right, (Radius 295.00 feet, Central Angle 9°56'30", Chord Bearing S.31°34'10"W., 51.12 feet) an arc distance of 51.19 feet to a point;

Thence S.36°32'25"W., continuing along said Westerly Right of Way of Country View Parkway 60' R/W, a distance of 122.50 feet to a point of curvature of an arc deflecting to the left;

Thence Southwesterly, along said arc deflecting to the left; (Radius 490.00 feet, Central Angle 03°20'28", Chord Bearing S.34°52'11"W., 28.57 feet) an arc distance of 28.57 feet to a point in the South R/W line of Azalea Circle (50' wide, private);

Thence N.60°05'13"W. 251.63 feet continuing along the South R/W line of said road to a point;

Thence S.29°54'47"W. 125.67 feet to a point;

Thence S.09°33'55"W. 161.31 feet to a point;

Thence S.12°05'13"E. 58.30 feet to a point in the North R/W line of said road;

Thence N.77°54'47"E. 20.00 feet along said North R/W line to a point of curvature;

Thence continuing along said North R/W line and arc of a curve to the right 131.79 feet to a point, said curve has a radius of 425.00 feet, a delta of 17°46'00", a chord of 131.26 feet and bearing N.86°47'47"E.;

Thence S.84°19'13"E. 20.58 feet continuing along said North R/W line to a point;

Thence N.84°30'58"E. 51.65 feet along said North R/W line to a point in the West R/W line of Country View Parkway;

Thence along the West R/W line of said road and arc of a curve to the left 160.21 feet, said curve has a radius of 490.00 feet, delta of 18°44'02", chord of 159.50 feet and bearing S.00°24'32"W.;

Thence S.66°47'00"W., a distance of 729.34 feet to an iron pin set at the True Place of Beginning and containing 11.1362 Acres of land, more or less, but subject to all legal highways and easements of record as determined by Fred A. Himmelreich, P.S. No. 6477 of Mosyjowski & Associates Engineers, October, 1997.

BRANDYWINE PRESERVE PHASE ONE
LOT 1-B (7.4466 Acres) Not Part of Condominiums
Brandywine Preserve, Ltd.

Situated in Northfield Center Township, County of Summit and State of Ohio, and known as being part of Original Lot 10, formerly Northfield Township, and more fully bounded and described as follows:

Beginning at a 2" pipe found at the Southwest corner of said Lot 10, said pipe also being the Southwest corner of lands now or formerly owned by L.J. & M.M. Griffen, Living Trust as recorded in Vol. 1136, Page 823 of the Summit County Records of Deeds; Thence S.85°39'19"E., along the South line of said Lot 10 and the South line of said Griffen lands, a distance of 119.00 feet to an iron pin set; Thence N.3°37'55"E., along the East line of said Griffen lands, a distance of 495.18 feet to an iron pin set; Thence N.66°47'00"E., a distance of 729.34 feet to an iron pin set on the Westerly Right of Way of Country View Parkway (60 feet wide); Thence N.81°02'31"E. a distance of 60.00 feet to an iron pin set on the Easterly Right of Way of said Country View Parkway and the True Place of Beginning of the parcel of land herein to be described;

Thence Northeasterly, along the Easterly Right of Way of said Country View Parkway and the arc of a curve deflecting to the right, (Radius 430.00 feet, Central Angle 45°29'54", Chord Bearing N.13°47'28"E., 332.56 feet) an arc distance of 341.46 feet to a point;

Thence N.36°32'25"E., continuing along said Easterly Right of Way of Country View Parkway, a distance of 122.50 feet to a point of curve of an arc deflecting to the left;

Thence Northeasterly, along said arc deflecting to the left (Radius 355.00 feet, Central Angle 13°07'25", Chord Bearing N.29°58'42"E., 81.14 feet) an arc distance of 81.31 feet to a point of reverse curve of an arc deflecting to the right;

Thence Northeasterly, along said arc deflecting to the right (Radius 25.00 feet, Central Angle 78°07'40", Chord Bearing N.62°28'49"E., 31.51 feet) an arc distance of 34.09 feet to a point on the Southerly Right of Way of Twinsburg Road - T.R. 112 (60 feet wide) and a point of reverse curve of an arc deflecting to the left;



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Thence Southeasterly, along said arc deflecting to the left (Radius 746.20 feet, Central Angle $3^{\circ}29'10''$, Chord Bearing $S.80^{\circ}11'56''E.$, 45.40 feet) an arc distance of 45.40 feet to an iron pin set;

Thence $S.81^{\circ}56'31''E.$, continuing along said Southerly Right of Way of Twinsburg Road, a distance of 990.00 feet to an iron pin set;

Thence $S.8^{\circ}03'29''W.$ a distance of 220.00 feet to an iron pin set;

Thence $N.81^{\circ}56'31''W.$ a distance of 673.53 feet to an iron pin set;

Thence $S.66^{\circ}40'12''W.$ a distance of 596.72 feet to an iron pin set at the True Place of Beginning and containing 7.4466 Acres of land, more or less, but subject to all legal highways and easements of record as determined by Fred A. Himmelreich, P.S. No. 6477, of Mosyjowski & Associates Engineers, October, 1997.

61.4259 ACRE PARCEL
Total Additional Condominium Property
Brandywine Preserve, Ltd.

Situated in Northfield Center Township, County of Summit and State of Ohio, and known as being part of Original Lot 10, formerly Northfield Township, and more fully bounded and described as follows:

Beginning at a 2" pipe found at the Southwest corner of said Lot 10, said pipe also being the Southwest corner of lands now or formerly owned by L.J. & M.M. Griffen, Living Trust as recorded in Vol. 1136, Page 823 of the Summit County Records of Deeds; Thence S.85°39'19"E., along the South line of said Lot 10 and the South line of said Griffen lands, a distance of 119.00 feet to an iron pin set at the True Place of Beginning of the parcel of land herein to be described;

Thence N.3°37'55"E., continuing along the East line of said Griffen lands, a distance of 1,379.37 feet, passing over an iron pin set 495.18 feet, to an iron pipe found at the Southwest corner of lands now or formerly owned by H.L. Avry as recorded in O.R. 302, Page 335 of the Summit County Records of Deeds;

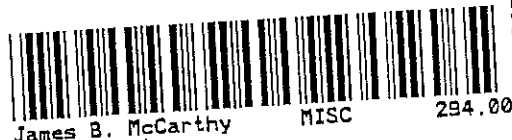
Thence S.86°22'05"E., along the Southerly line of said Avry lands, a distance of 283.01 feet to an iron pipe found;

Thence N.3°37'55"E., along the Easterly line of said Avry lands, a distance of 238.50 feet to an iron pin set on the Southerly Right of Way of Twinsburg Road - T.R. 112 (60 feet wide);

Thence S.60°05'13"E., along said Southerly Right of Way of Twinsburg Road, a distance of 431.36 feet to an iron pin set at a point of curve of an arc deflecting to the left;

Thence Southeasterly, along said arc deflecting to the left, (Radius 746.20 feet, Central Angle 10°04'59", Chord Bearing S.65°07'43"E., 131.15 feet) an arc distance of 131.32 feet to an iron pin set at a point of reverse curve of an arc deflecting to the right;

Thence Southeasterly, along said arc deflecting to the right, (Radius 25.00 feet, Central Angle 96°46'07", Chord Bearing S.21°47'09"E., 37.38 feet) an arc distance of 42.22 feet to an iron pin set on the Westerly Right of Way of Country View Parkway (60 feet wide), and a point of compound curve of an arc deflecting to



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pin set on the Westerly Right of Way of Country View Parkway (60 feet wide), and a point of compound curve of an arc deflecting to the right;

Thence Southwesterly, along said arc deflecting to the right, (Radius 295.00 feet, Central Angle $9^{\circ}56'30''$, Chord Bearing $S.31^{\circ}34'10''W.$, 51.12 feet) an arc distance of 51.19 feet to a point;

Thence $S.36^{\circ}32'25''W.$, continuing along said Westerly Right of Way of Country View Parkway 60' R/W, a distance of 122.50 feet to a point of curvature of an arc deflecting to the left;

Thence Southwesterly, along said arc deflecting to the left, (Radius 490.00 feet, Central Angle $03^{\circ}20'28''$, Chord Bearing $S.34^{\circ}52'11''W.$, 28.57 feet) an arc distance of 28.57 feet to a point in the South R/W line of Azalea Circle (50' wide, private);

Thence $N.60^{\circ}05'13''W.$ 251.63 feet continuing along the South R/W line of said road to a point;

Thence $S.29^{\circ}54'47''W.$ 125.67 feet to a point;

Thence $S.09^{\circ}33'55''W.$ 161.31 feet to a point;

Thence $S.12^{\circ}05'13''E.$ 58.30 feet to a point in the North R/W line of said road;

Thence $N.77^{\circ}54'47''E.$ 20.00 feet along said North R/W line to a point of curvature;

Thence continuing along said North R/W line and arc of a curve to the right 131.79 feet to a point, said curve has a radius of 425.00 feet, a delta of $17^{\circ}46'00''$, a chord of 131.26 feet and bearing $N.86^{\circ}47'47''E.$;

Thence $S.84^{\circ}19'13''E.$ 20.58 feet continuing along said North R/W line to a point;

Thence $N.84^{\circ}30'58''E.$ 51.65 feet along said North R/W line to a point in the West R/W line of Country View Parkway;

Thence along the West R/W line of said road and arc of a curve to the left 160.21 feet, said curve has a radius of 490.00 feet, delta of $18^{\circ}44'02''$, chord of 159.50 feet and bearing $S.00^{\circ}24'32''W.$;

Thence $N.81^{\circ}02'31''E.$ a distance of 60.00 feet to an iron pin set on the Easternly Right of Way of said Country View Parkway;

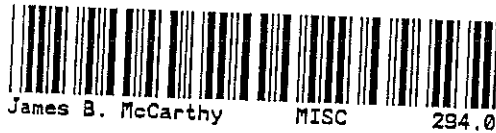
Thence $N.66^{\circ}40'12''E.$ a distance of 596.72 feet to an iron pin set;

Thence N.8°03'29" E. a distance of 250.00 feet to a point on the centerline of Twinsburg Road - T.R. 112 (60 feet wide), and passing over an iron pin set 30.00 feet from said point;

Thence N.8°56'31"E. along the centerline of said Twinsburg Road, a distance of 319.30 feet to a point at the Northwest corner of lands now or formerly owned by F.J. Szudlo, ETAL as recorded in Vol. 6988, Page 269 of the Summit County Records of Deeds;

Thence S.3°28'15"W., along said Szudlo lands and others, passing over an iron pin set 30.10 feet from said point, a distance of 1,308.88 feet to an iron pipe found on the South line of the aforementioned Lot 10;

Thence N.85°39'19"W., along said South line of Lot 10 a distance of 2,254.16 feet to an iron pin set at the True Place of Beginning and containing 61.4259 Acres of land, more or less, but subject to all legal highways and easements of record as determined by Fred A. Himmelreich, P.S. No. 6477, of Mosyjowski & Associates Engineers, October, 1997.



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CONSENT OF MORTGAGEE TO MASTER DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS OF BRANDYWINE PRESERVE
NORTHFIELD CENTER TOWNSHIP, SUMMIT COUNTY, OHIO

The undersigned, THE HUNTINGTON NATIONAL BANK, is mortgagee of premises described in the within Master Declaration of Covenants, Restrictions and Easements of Brandywine Preserve, Northfield Center Township, Summit County, Ohio, by virtue of the following mortgages: (a) mortgage filed for record on November 8, 1996 in OR 2298, Page 1335 et seq. of Summit County Records, and (b) mortgage filed for record on August 28, 1997 as Instrument Number 54052466 of Summit County Records ("Mortgages").

The undersigned hereby consents to the execution and delivery of the foregoing Master Declaration of Covenants, Conditions, Restrictions and Easements and the exhibits thereto ("Master Declaration"), and to the filing thereof in the Office of the County Recorder of Summit County, Ohio, and further, subjects and subordinates the Mortgages to the Master Declaration.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:
(Witnesses as to both signatures)

Lowell E. Walker
Print Name Lowell E. Walker

Mary Linehan
Print Name Mary Linehan

THE HUNTINGTON NATIONAL BANK

By: Gwenne S. Stanos
Gwenne S. Stanos, Vice President

By: Sara K. Balch
Sara K. Balch, Assistant Vice President

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)


BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named THE HUNTINGTON NATIONAL BANK, by Gwenne S. Stanos, its Vice President, and by Sara K. Balch, its Assistant Vice President, who, having been first duly sworn acknowledged that they did execute the foregoing instrument and that the same was their free act and deed individually and as such officers and the free act and deed of said Bank.

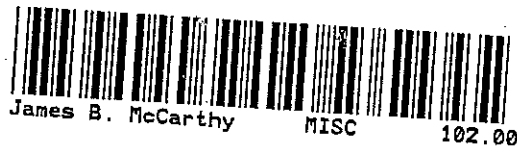
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this 28th day of October, 1997.

Lowell E. Walker
Notary Public.

THIS INSTRUMENT PREPARED BY:
Richard A. Rosner, Attorney at Law
Kahn, Kleinman, Yanowitz & Arnson Co., L.P.A.
Suite 2600, The Tower At Erieview
1301 East Ninth Street
Cleveland, Ohio 44114
(216) 696-3311

LOWELL E. WALKER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 21, 1999


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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.

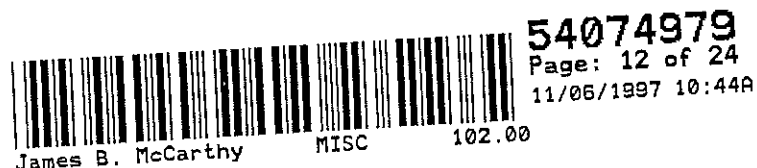
Section 15. Open Meetings. Subject to the provisions of Sections 16 and 17 of this Article, all meetings of the Master Board shall be open to all the Class "A" Members, but the Class "A" Members other than Trustees may not participate in any discussion or deliberation unless permission to speak is requested 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.

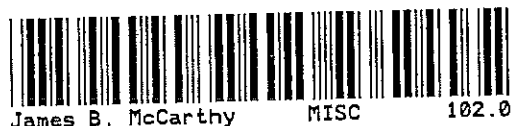
(e) Costs and Attorney's Fees. In any legal proceedings commenced by the Master Association or a committee to enforce the Master Declaration, this Master Code and/or the Rules, as said documents may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding 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.

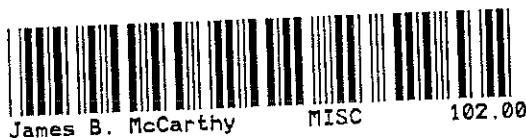
Article V
Committees

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

[Signature]
Print Name PHILIP R. UHLIN

Glenna C. Vitte
Print Name GLENNNA C. VITTEL

By: [Signature]
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.

Glenna C. Vitte
Notary Public

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

GLENNNA C. VITTEL
Notary Public, State of Ohio, Geauga Cty.
My Commission Expires Feb. 16, 1999


James B. McCarthy MISC 102.00
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