

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

FOR

THE ESTATES OF ABERDEEN NEIGHBORHOOD

OF THE

ABERDEEN COMMUNITY

AMENDMENTS:

FIRST AMENDMENT

SECOND AMENDMENT

THIRD AMENDMENT

FOURTH AMENDMENT

DEC 30 1997

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RECORDED THIS DATE
PHILIP J. O'NEALLEY
CUYAHOGA COUNTY RECORDER

VOL. 97-04615 PAGE 32

97 MAY 20 PM 12:14

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
FOR THE ESTATES AT ABERDEEN NEIGHBORHOOD OF THE
ABERDEEN COMMUNITY

U.S. TITLE AGENCY, Inc.
17-078

WHEREAS, MINER PROPERTIES, LTU., an Ohio limited liability company (the "Declarant"), entered into a Declaration of Covenants, Easements and Restrictions for The Estates at Aberdeen Neighborhood of the Aberdeen Community, dated February 25, 1997 and recorded in Volume 97-01972, Page 65 of the records of the Recorder of Cuyahoga County, Ohio (the "Declaration"); and

WHEREAS, Declarant desires to amend the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration pursuant to Section 3 of Article IX thereof as follows:

1. Section 12 of Article I is hereby deleted in its entirety. The term "Exclusive Use Area" is hereby deleted wherever the same shall appear in the Declaration.

2. Article V is hereby amended to delete it in its entirety and to substitute therefor the following:

ARTICLE V.

NEIGHBORHOOD ASSOCIATION'S AND OWNERS' RESPONSIBILITIES

Section 1. Neighborhood Association's Maintenance Responsibility.

(a) Except for the bike paths designated by the Master Association within the Common Area which the Master Association is obligated to maintain, and subject to any other provision of this Neighborhood Declaration, the Neighborhood Association shall keep the Common Area within the Neighborhood in good condition and repair, and in a clean, attractive, and sanitary condition, pursuant to the terms and conditions hereof and consistent with the Neighborhood-wide Standard. Without limiting the foregoing, the Neighborhood Association shall have the following responsibilities within the Neighborhood:

(1) All grassy and landscaped and other open areas within the Common Area of the Neighborhood (other than those areas designated in writing by the Declarant or the Master Association to remain in their natural state) shall be cut, pruned, trimmed and otherwise maintained on a regular basis, replacing any grass and landscaping as required to keep such areas neat, trimmed, and aesthetically pleasing. For purposes of this Article V, "landscaping" shall be deemed to mean all permanent plantings such as grass, trees and shrubs; provided, however, that if a shrub or tree requires replacement, the Neighborhood Board

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shall determine whether to substitute a new plant of like or different kind or type or whether to replace with grass, beds or otherwise, at such discretion of the Neighborhood Board.

(ii) Any other Common Area facilities within the Neighborhood intended for use by more than one Owner within the Neighborhood shall be repaired and replaced, if necessary, to keep the same in good working order and repair.

(iii) The Neighborhood Association shall maintain the landscaping of that portion of the Landscape Buffer Area which lies between the boundary line of the Aberdeen Boulevard right of way abutting the Neighborhood and a line twelve and one-half feet from such boundary line.

see amendment II 3

(b) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement pursuant to the preceding paragraphs in this Section 1 shall be a Common Neighborhood Expense and shall be allocated among all Owners of Completed Building Envelopes within the Neighborhood as part of the Base Neighborhood Assessment.

Section 2. Owners' Maintenance Responsibility Unless such maintenance responsibility is otherwise assumed by or assigned to the Neighborhood Association pursuant to this Neighborhood Declaration, each Owner shall maintain his or her Building Envelope, Residence, and all other structures within his or her Building Envelope, in good condition and repair consistent with the Neighborhood-wide Standard and all applicable covenants of this Neighborhood Declaration. In addition each Owner shall be responsible for the following:

(i) Removal of snow and ice on all driveways and walkways serving such Residence (whether on the Building Envelope and/or the Common Area).

(ii) Repair and replacement of Utility Facilities serving a Residence from the point said Utility Facilities intersect with the boundary line of a Building Envelope to such Residence.

(iii) Repair and replacement required to keep in good condition and repair the driveway serving a Residence (whether on the Building Envelope and/or the Common Area) and other paved areas on the Building Envelope or Common Area located between the driveway serving such Residence or adjacent to the Building Envelope and designed for the primary use of such Residence.

(iv) Repair and replacement of all exterior mailboxes and mail box facilities exclusively servicing a Residence.

(v) Repair and replacement of any patio or other structure located on a Building Envelope, including any fence, or privacy wall.

(vi) Upon commencement of construction of a Residence on a Building Envelope, the Builder shall create and maintain, at its expense, positive drainage on such Building Envelope, and such drainage shall not adversely affect any other Building Envelope contiguous thereto. The Builder shall have a right of entry onto any contiguous Building Envelopes solely for the purpose of creating or maintaining such positive drainage. Upon the failure of

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any Builder to maintain such positive drainage on any unimproved contiguous Building Envelopes as herein required, the Neighborhood Association shall, in accordance with Section 6 of this Article V, cause such positive drainage to be maintained and charge such Builder for the cost thereof. Notwithstanding anything to the contrary contained in this Declaration, each Owner of a Building Envelope shall be responsible, within nine (9) months from the date of any occupancy permit for such Building Envelope, to finish grade and plant grass within such Building Envelope. Rear yard catch basins installed by the Declarant shall be adjusted by each Builder as required by the City of Highland Heights following finish grading.

Each Owner shall make all repairs and replacements and shall perform such maintenance and repairs to any facility that otherwise would be maintained by the Neighborhood Association if required as the result of the tortious or negligent acts or omissions of such Owner or any Occupant of such Owner's Residence, or in the discretion of the Neighborhood Board, the Neighborhood Board may, in accordance with Section 6 of this Article V, perform the required maintenance, repair or replacement and charge such Owner for the cost thereof.

Section 3. Insurance

(a) Each Owner shall obtain the insurance coverage required in the Master Declaration. Any insurance not specifically required to be obtained by each Owner in the Master Declaration may be obtained by each Owner at such Owner's sole discretion and expense.

(b) The Neighborhood Board shall obtain, as a Common Neighborhood Expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, and a fidelity bond or bonds on Neighborhood Trustees, officers, employees, and other persons handling or responsible for the Neighborhood Association's funds. The amount of fidelity coverage shall be determined in the Neighborhood Trustees' best business judgment but, if reasonably available, may not be less than three (3) months' Neighborhood Assessments on all Completed Building Envelopes, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Neighborhood Association and Declarant of any cancellation, substantial modification, or non-renewal.

Section 4. Utilities. The Neighborhood Association shall pay for all charges for water, sewer, electricity, gas, telephone and any other utility services used, rented or supplied to or in connection with any Common Area facilities located within the Neighborhood.

Section 5. Size of Residence. No Residence shall be constructed on a Building Envelope which is less than (a) 2,200 square feet for any Building Envelope which is abutting a lot within the Highland Woods subdivision that fronts on Castlehill Drive or Sandhurst Drive, and (b) 1,800 square feet for any other Building Envelope, all exclusive of any attic, basement, breezeway, deck, garage or porch.

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Section 6. Failure of Owner to Comply. In the event that an Owner fails to comply with the provisions of this Article V, the Neighborhood Association shall have the right to perform such covenant on behalf of such Owner, after having given written notice to the Owner and the failure of the Owner to perform such covenant within thirty (30) days following receipt of such notice (except in emergencies when such lesser period as may be reasonable in the circumstances shall be permitted and notice may be dispensed with) provided, however, if within said thirty (30) day period the Owner shall commence to take the required action, then such thirty (30) day period shall be extended as long as said Owner is diligently proceeding.

If the Neighborhood Association incurs any expenses required of an Owner hereunder as permitted in the preceding paragraph, then the Owner shall pay to the Neighborhood Association the amounts expended by the Neighborhood Association within fifteen (15) days following receipt of an invoice. The amounts expended by the Neighborhood Association and not reimbursed as required above shall be deemed to be a Special Assessment levied against the Building Envelope of such Owner.

3. Article VI is hereby deleted in its entirety.

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

IN WITNESS WHEREOF, the Declarant has executed this First Amendment to Declaration this 5th day of May, 1997.

MINER PROPERTIES, LTD.

Laura Dulach
LAURA DULACH

By: Sam Miller
Sam Miller
Administrative Officer

Janet Michalek
JANET MICHALEK

By: Milton Wolf
MILTON WOLF
Administrative Officer

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me a notary public on the 5th day of MAY, 1997, by Sam Miller, the Administrative Officer, and Milton Wolf, the Administrative Officer, of Miner Properties, Ltd., an Ohio limited liability company, on behalf of the limited liability company.

Laura Dulach
NOTARY PUBLIC
LAURA DULACH, Notary Public
STATE OF OHIO
My Commission Expires Mar. 19, 2000
(Recorded in Cuyahoga County)

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The Estates at Aberdeen Homeowners Neighborhood Association joins in the execution of this First Amendment to Declaration to express its consent and approval of the terms and provisions hereof, this 5th day of MAY, 1997.

ESTATES AT ABERDEEN HOMEOWNERS NEIGHBORHOOD ASSOCIATION

Laura Dulach
LAURA DULACH

Janet Michalek
JANET MICHALEK

By: Robert F. Monchain
Robert F. Monchain, President

By: Edward W. Surovi
Edward W. Surovi, Secretary

The Aberdeen Community Master Homeowners Association joins in the execution of this First Amendment to Declaration to express its consent and approval of the terms and provisions hereof, this 5th day of MAY, 1997.

ABERDEEN COMMUNITY MASTER HOMEOWNERS ASSOCIATION

Laura Dulach
LAURA DULACH

Janet Michalek
JANET MICHALEK

By: Michael A. Sheno
Michael A. Sheno, President

By: Robert F. Monchain
Robert F. Monchain, Secretary

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

VOL. 97-04615 PAGE 37

The foregoing instrument was acknowledged before me a notary public on the 5th day of MAY, 1997 by Robert F. Monchein, the President and Edward W. Surovi, the Secretary, of the Estates at Aberdeen Homeowners Neighborhood Association, an Ohio not-for-profit corporation, on behalf of the corporation.

Laura Dulach

NOTARY PUBLIC

LAURA DULACH, Notary Public
STATE OF OHIO
My Commission Expires Mar. 19, 2000
(Recorded in Cuyahoga County)

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me a notary public on the 5th day of MAY, 1997, by Michael A. Shemo, the President, and Robert F. Monchein, the Secretary, of the Aberdeen Community Master Homeowners Association, an Ohio not-for-profit corporation, on behalf of the corporation.

Laura Dulach

NOTARY PUBLIC

LAURA DULACH, Notary Public
STATE OF OHIO
My Commission Expires Mar. 19, 2000
(Recorded in Cuyahoga County)

This instrument prepared by:
David J. Gordon, Esq.
10800 Brookpark Road
Cleveland, Ohio 44130

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RECORDED THE LANC
PATRICK J. STUBBS
CUYAHOGA COUNTY

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**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
FOR THE ESTATES AT ABERDEEN NEIGHBORHOOD OF THE
ABERDEEN COMMUNITY**

VOL. 98-04564 PAGE 41

WHEREAS, MINER PROPERTIES, LTD., an Ohio limited liability company (the "Declarant"), entered into a Declaration of Covenants, Easements and Restrictions for The Estates at Aberdeen Neighborhood of the Aberdeen Community, dated February 25, 1997 and recorded in Volume 97-01972, Page 55 of the records of the Recorder of Cuyahoga County, Ohio (the "Declaration"); and

WHEREAS, Declarant has previously amended the Declaration pursuant to a First Amendment dated May 5, 1997 and recorded in Volume 97-04615, Page 32 of the Cuyahoga County Records; and

WHEREAS, Declarant desires to further amend the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration pursuant to Section 3 of Article IX thereof as follows:

1. Exhibit B to the Declaration is hereby deleted and Exhibits B-1 and B-2, attached hereto and made a part hereof, are inserted in lieu of Exhibit B.

2. Any reference to Exhibit B in the Declaration, including but not limited to the reference contained in the definition of "Neighborhood" appearing in Section 19 of Article I, is hereby deleted and references to Exhibits B-1 and B-2 are hereby substituted therefor.

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

IN WITNESS WHEREOF, the Declarant has executed this First Amendment to Declaration this 30th day of MARCH, 1998.

MINER PROPERTIES, LTD.

Laura Dulach
Laura Dulach

By: [Signature]
Sam Miller,
Administrative Officer

Milton Wolf

By: [Signature]
Milton Wolf,
Administrative Officer

98-069

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me a notary public on the 30th day of MARCH, 1998, by Sam Miller, the Administrative Officer, and Milton Wolf, the Administrative Officer, of Miner Properties, Ltd., an Ohio limited liability company, on behalf of the limited liability company.

Laura Dulach

NOTARY PUBLIC

LAURA DULACH, Notary Public
STATE OF OHIO
My Commission Expires Mar. 19, 2000
(Recorded in Cuyahoga County)

The Estates at Aberdeen Homeowners Neighborhood Association joins in the execution of this First Amendment to Declaration to express its consent and approval of the terms and provisions hereof, this 30th day of MARCH, 1998.

ESTATES AT ABERDEEN HOMEOWNERS
NEIGHBORHOOD ASSOCIATION

Laura Dulach
LAURA DULACH

By: Robert F. Monchein
Robert F. Monchein, President

Janet Michalek
JANET MICHALEK

By: Edward W. Surovi
Edward W. Surovi, Secretary

The Aberdeen Community Master Homeowners Association joins in the execution of this First Amendment to Declaration to express its consent and approval of the terms and provisions hereof, this 30th day of MARCH, 1999.

ABERDEEN COMMUNITY MASTER HOMEOWNERS ASSOCIATION

[Signature]

By: [Signature]
Michael A. Shemo, President

[Signature]
LAURA DULACH

By: [Signature]
Robert F. Monchein, Secretary

STATE OF OHIO |
| SS:
COUNTY OF CUYAHOGA |

The foregoing instrument was acknowledged before me a notary public on the 30th day of MARCH, 1999, by Robert F. Monchein, the President, and Edward W. Surovi, the Secretary, of the Estates at Aberdeen Homeowners Neighborhood Association, an Ohio not-for-profit corporation, on behalf of the corporation.

[Signature]
NOTARY PUBLIC

LAURA DULACH, Notary Public
STATE OF OHIO
My Commission Expires Mar. 19, 2000
(Recorded in Cuyahoga County)

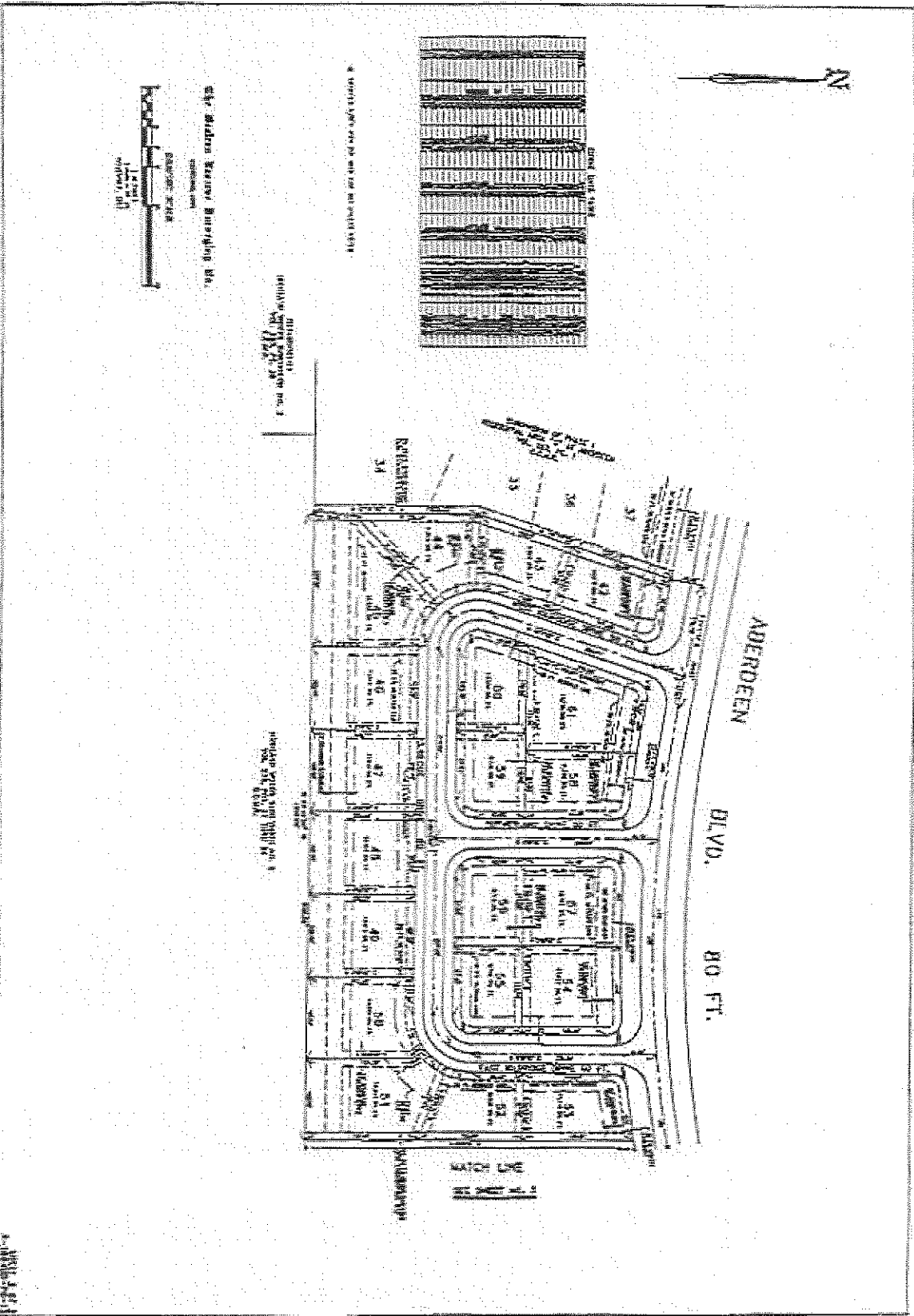
STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

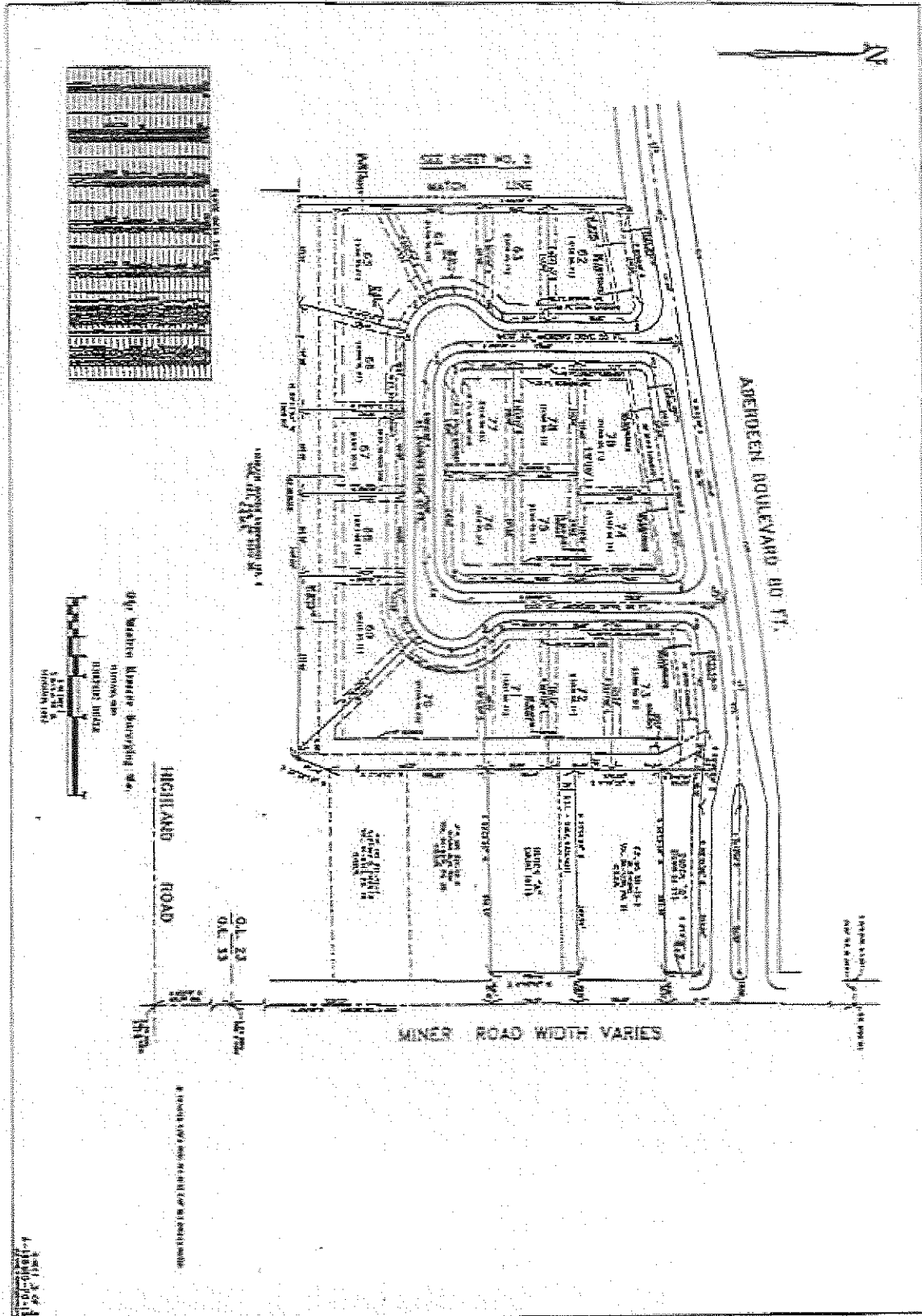
The foregoing instrument was acknowledged before me a notary public on the 30th day of MARCH, 1998, by Michael A. Shemo, the President, and Robert F. Monchein, the Secretary, of the Aberdeen Community Master Homeowners Association, an Ohio not-for-profit corporation, on behalf of the corporation.

Laura Dulach
NOTARY PUBLIC

LAURA DULACH, Notary Public
STATE OF OHIO
My Commission Expires Mar. 23, 2000
(Recorded in Cuyahoga County)

This instrument prepared by:
David J. Gordon, Esq.
1100 Terminal Tower
50 Public Square
Cleveland, Ohio 44113-2203
(216) 426-3260





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1-10-1911-1913

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CUYAHOGA COUNTY RECORDER
PATRICK J. O'MALLEY
DEED 09/26/2000 12:31:58 PM
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THIRD AMENDMENT TO
DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
FOR THE ESTATES AT ABERDEEN NEIGHBORHOOD OF THE
ABERDEEN COMMUNITY

WHEREAS, MINER PROPERTIES, LTD., an Ohio limited liability company (the "Declarant"), entered into a Declaration of Covenants, Easements and Restrictions for The Estates at Aberdeen Neighborhood of the Aberdeen Community, dated February 25, 1997 and recorded in Volume 97-01972, Page 55 of the records of the Recorder of Cuyahoga County, Ohio (the "Declaration"); and

WHEREAS, Declarant has previously amended the Declaration pursuant to a First Amendment dated May 5, 1997 and recorded in Volume 97-04615, Page 32 of the Cuyahoga County Records; and

WHEREAS, Declarant has previously amended the Declaration pursuant to a Second Amendment dated March 30, 1998 and recorded in Volume 98-04564, Page 41 of the Cuyahoga County Records; and

WHEREAS, Declarant desires to further amend the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration pursuant to Section 3 of Article IX thereof as follows:

1. Section 1(a)(iii) of Article V is hereby amended to delete it in its entirety and to substitute therefor the following:

(iii) The Neighborhood Association shall maintain the beds and shrubs (excluding grass areas) within the Landscape Buffer Area.

2. The following new section is hereby added to Article V, Section 2:

(vii) Notwithstanding anything contained herein to the contrary, each Owner whose Building Envelope is abutting Aberdeen Boulevard shall be responsible for maintaining the grass area between the curb of Aberdeen Boulevard and the Owner's property line.

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

IN WITNESS WHEREOF, the Declarant has executed this Third Amendment to Declaration this 19th day of September, 2000.

MINER PROPERTIES, LTD.

Michele M. Meredith
MICHELLE MEREDITH

By: [Signature]
Sam Miller, Administrative Officer

Michael A. Shene
MICHAEL A. SHENE

By: [Signature]
Milton Wolf, Administrative Officer

CUYAHOGA COUNTY RECORDER
200009260501 PAGE 1 of 4

AC-438

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me a notary public on the 19th day of September, 2000, by Sam Miller, the Administrative Officer, and Milton Wolf, the Administrative Officer, of Miner Properties, Ltd., an Ohio limited liability company, on behalf of the limited liability company.

Michelle Meredith
NOTARY PUBLIC

MICHELLE MEREDITH, Notary Public
STATE OF OHIO
My Commission Expires June 8, 2002
(Recorded in Cuyahoga County)

The Estates at Aberdeen Homeowners Neighborhood Association joins in the execution of this Third Amendment to Declaration to express its consent and approval of the terms and provisions hereof, this 17th day of September, 2000.

ESTATES AT ABERDEEN HOMEOWNERS
NEIGHBORHOOD ASSOCIATION

Michelle Meredith
Michelle Meredith

By: Robert F. Moncheim
Robert F. Moncheim, President

Michaelene Pich
Michaelene Pich

By: Edward W. Surovi
Edward W. Surovi, Secretary

CUYAHOGA COUNTY RECORDER
200009260501 PAGE 2 of 4

The Aberdeen Community Master Homeowners Association joins in the execution of this Third Amendment to Declaration to express its consent and approval of the terms and provisions hereof, this 11th day of September, 2000.

ABERDEEN COMMUNITY MASTER
HOMEOWNERS ASSOCIATION

Maria Presties
MARIA PRESTIES

By: Michael A. Shemo
Michael A. Shemo, President

Michelle Meredith
Michelle Meredith

By: Robert F. Monchein
Robert F. Monchein, Secretary

STATE OF OHIO

)
) SS:
)

COUNTY OF CUYAHOGA

CUYAHOGA COUNTY RECORDER
200009260501 PAGE 3 of 4

The foregoing instrument was acknowledged before me a notary public on the 11th day of September, 2000, by Robert F. Monchein, the President, and Edward W. Surovi, the Secretary, of the Estates at Aberdeen Homeowners Neighborhood Association, an Ohio not-for-profit corporation, on behalf of the corporation.

Michelle Meredith
NOTARY PUBLIC

MICHELLE MEREDITH, Notary Public
STATE OF OHIO
My Commission Expires June 8, 2002
(Recorded in Cuyahoga County)

STATE OF OHIO

COUNTY OF CUYAHOGA

) SS:
)

The foregoing instrument was acknowledged before me a notary public on the 17th day of September, 2000, by Michael A. Shemo, the President, and Robert F. Monchein, the Secretary, of the Aberdeen Community Master Homeowners Association, an Ohio not-for-profit corporation, on behalf of the corporation.

Michelle Meredith
NOTARY PUBLIC
MICHELLE MEREDITH, Notary Public
STATE OF OHIO
My Commission Expires June 8, 2002
(Recorded in Cuyahoga County)

CUYAHOGA COUNTY RECORDER
200009260501 PAGE 4 of 4

TRANSFER NOT REQUIRED

SEP 26 2000

ADW
AUDITOR

This instrument prepared by:
Jennifer A. Victor, Esq.
Terminal Tower
50 Public Square, Suite 1160
Cleveland, Ohio 44113-2257
(216) 416-3280

ROBERT KLAIBER RE., P.S.
COUNTY ENGINEER
TAX MAP DIVISION
APPROVED FOR
RECORDS [Signature]
TRANSIT
SPIT

CUYAHOGA COUNTY RECORDER
PATRICK J. O'MALLEY
DEED 12/27/2004 11:29:19 AM
200412270244

TRANSFER NOT REQUIRED

DEC 23 2004

ROBERT KLAL, JR., P.E., P.S.
CUYAHOGA COUNTY ENGINEER

**FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
FOR THE ESTATES AT ABERDEEN NEIGHBORHOOD OF THE
ABERDEEN COMMUNITY ("DECLARATION")
(PARCEL G)**

THIS FOURTH AMENDMENT to Declaration ("Fourth Amendment") is entered into as of the 1st day of November, 2004 (the "Effective Date").

WITNESSETH:

WHEREAS, MINER PROPERTIES, LTD., an Ohio limited liability company (the "Declarant"), entered into a Declaration dated February 25, 1997 and recorded in Volume 97-01972, Page 55 of the records of the Cuyahoga County Recorder's Office, Cleveland, Ohio;

WHEREAS, Declarant has previously amended the Declaration pursuant to a First Amendment dated May 5, 1997 and recorded in Volume 97-04615, Page 32 of the Cuyahoga County Recorder's Office, Cleveland, Ohio;

WHEREAS, Declarant has previously amended the Declaration pursuant to a Second Amendment dated March 30, 1998 and recorded in Volume 98-04564, Page 41 of the Cuyahoga County Recorder's Office, Cleveland, Ohio;

WHEREAS, Declarant has previously amended the Declaration pursuant to a Third Amendment dated September 19, 2000, and recorded on September 26, 2000 as Instrument Number 200009260501 in the Cuyahoga County Recorder's Office, Cleveland, Ohio; and

WHEREAS, Declarant desires to further amend the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration pursuant to Article IX, Section 3 thereof.

1. Article V. shall be amended by adding a new section, Section 8, which shall read as follows:

Section 8. Basketball Hoops and Other Items:

CUYAHOGA COUNTY RECORDER
200412270244 PAGE 1 of 5

a) Basketball Hoops - Portable.

Portable basketball hoops ("Portable Standards") can be installed only on seasonal basis between April 15th and November 15th of each year within the life of this Master Declaration. Seasonal storage of the Portable Standards between November 15th and April 15th of each year is required. Storage means inside or not visible from any side of the property. Portable Standards are not allowed to block the public sidewalk, may not be located in the street, and

may not be located between the sidewalk and the street. Portable Standards must be upright at all times and must be located on or adjacent to the owner's driveway with a minimum of 10 feet from the public sidewalk and must not intrude on the neighbor's lot line. Portable Standards should be properly weighted according to manufacturer's guidelines to prevent tip-over. The use of sand bags or other items piled on the base is not permitted. Garage or wall mounted type standards are not permitted. Portable Standards must be properly maintained, and no visible rust, missing or torn nets, or metal mesh nets shall be permitted.

b) Other Items.

"Other Items" means backboards, clotheslines, garbage cans and other similar items. Other Items shall be located or screened so as to be concealed from view of neighboring Residences, streets, and property located adjacent to the Residences. All rubbish, trash, and garbage shall be kept in proper containers in accordance with applicable law and the rules to be adopted by the Neighborhood Board or the Master Board.

Except as herein amended, all other terms and conditions of the Declaration shall be unamended and remain in full force and effect.

[The signatures appear on the next pages.]

TRANSFER NOT REQUIRED

DEC 27 2004

Frank Russo
CUYAHOGA COUNTY AUDITOR

CUYAHOGA COUNTY RECORDER
200412270244 PAGE 2 of 5

IN WITNESS WHEREOF, the Declarant has executed this Fourth Amendment to Declaration this 6th day of December, 2004.

Signed and acknowledged in the presence of:

MINER PROPERTIES, LTD.

Michaelene Pilch
Michaelene Pilch

By: [Signature]
Sam Miller
Administrative Officer

Michaelene Pilch
Michaelene Pilch

And By: [Signature]
Milton Wolf
Administrative Officer

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public, in and for said County and State, personally appeared Sam Miller, known to me to be the person, who as Administrative Officer of MINER PROPERTIES, LTD., an Ohio limited liability company which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said limited liability company as such officer, respectively; that the same is his free act and deed as such officer, and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Cleveland, Ohio this 10th day of December, 2004.

Michaelene S. Pilch
Notary Public
MICHAELENE S. PILCH
Notary Public, State of Ohio
My Commission Expires Sept. 27, 2005
Recorded in Cuyahoga County

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public, in and for said County and State, personally appeared Milton Wolf, known to me to be the person, who as Administrative Officer of MINER PROPERTIES, LTD., an Ohio limited liability company which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said limited liability company as such officer, respectively; that the same is his free act and deed as such officer, and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Cleveland, Ohio this 19th day of November, 2004.

CUYAHOGA COUNTY RECORDER
200412270244 PAGE 3 of 5

[Signature]
Notary Public
MICHAEL T. HOLOWATY
Notary Public, State of Ohio, Cuy. Co.
My Commission Expires Feb. 2, 2007

The Estates at Aberdeen Homeowners Neighborhood Association joins in the signed and acknowledged in the presence of:

ESTATES AT ABERDEEN HOMEOWNERS NEIGHBORHOOD ASSOCIATION

Michaelene Pilch
Michaelene Pilch

By: Robert F. Monchein
Robert F. Monchein
President

Michaelene Pilch
Michaelene Pilch

And By: Edward W. Surovi
Edward W. Surovi
Secretary

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me, a Notary Public, on the 24th day of November, 2004, by Robert F. Monchein, the President of the ESTATES AT ABERDEEN HOMEOWNERS NEIGHBORHOOD ASSOCIATION, an Ohio not-for-profit corporation, on behalf of the corporation.

Michaelene S. Pilch
Notary Public MICHAELENE S. PILCH
Notary Public, State of Ohio
My Commission Expires Sept. 27, 2005
Recorded in Cuyahoga County

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me, a Notary Public, on the 23rd day of November, 2004, by Edward W. Surovi, the Secretary of the ESTATES AT ABERDEEN HOMEOWNERS NEIGHBORHOOD ASSOCIATION, an Ohio not-for-profit corporation, on behalf of the corporation.

Michaelene S. Pilch
Notary Public
MICHAELENE S. PILCH
Notary Public, State of Ohio
My Commission Expires Sept. 27, 2005
Recorded in Cuyahoga County

CUYAHOGA COUNTY RECORDER
200412270244 PAGE 4 of 5

The Aberdeen Community Master Homeowners Association joins in the execution of this Fourth Amendment to Declaration to express its consent and approval of the terms and provisions hereof, this 2 day of December, 2004.

Signed and acknowledged
in the presence of:

**ABERDEEN COMMUNITY MASTER
HOMEOWNERS ASSOCIATION**

Michaelene Pilch
Michaelene Pilch

By: Michael A. Shemo
Michael A. Shemo
President

Michaelene Pilch
Michaelene Pilch

And By: Robert F. Monchein
Robert F. Monchein
Vice President and Secretary

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me, a Notary Public, on the 19th day of November, 2004, by Michael A. Shemo, the President of the ABERDEEN COMMUNITY MASTER HOMEOWNERS ASSOCIATION, an Ohio not-for-profit corporation, on behalf of the corporation.

Michael T. Holowaty
Notary Public

MICHAEL T. HOLOWATY
Notary Public, State of Ohio, Cuy. Cty.
My commission expires Feb. 2, 2007

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me, a Notary Public, on the 2 day of December, 2004, by Robert F. Monchein, the Vice President and Secretary of the ABERDEEN COMMUNITY MASTER HOMEOWNERS ASSOCIATION, an Ohio not-for-profit corporation, on behalf of the corporation.

Michaelene S. Pilch
Notary Public

MICHAELENE S. PILCH
Notary Public, State of Ohio
My Commission Expires Sept. 27, 2005
Recorded in Cuyahoga County

This Instrument Approved By:
Amanda M. Scowald, Esq.
Terminal Tower
50 Public Square, Suite 1160
Cleveland, Ohio 44113-2267

CUYAHOGA COUNTY RECORDER
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