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MASTER DECLARATION OF COVENANTS,

EASEMENTS AND RESTRICTIONS

FOR

ABERDEEN

Dated: MARCH 17, 1995

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - DEFINITIONS.....	3
1. Area of Master Maintenance Responsibility.....	3
2. Builder.....	3
3. Building Envelope.....	3
4. City.....	4
5. Class B Control Period.....	4
6. Collection Charges.....	4
7. Common Area.....	4
8. Common Master Expenses.....	4
9. Community.....	4
10. Community-Wide Standard.....	5
11. Completed Building Envelope.....	5
12. Declarant.....	5
13. Development Plan.....	5
14. Exclusive Use Area.....	5
15. Golf Course.....	5
16. Golf Course Declaration.....	6
17. Golf Course Lot.....	6
18. Golf Course Owner.....	6
19. Institutional Mortgagee.....	6
20. Master Assessments.....	6
21. Master Association.....	6
22. Master Board or Master Board of Trustees.....	6
23. Master By-Laws.....	6
24. Master Declaration.....	6
25. Master Trustee.....	6
26. Member.....	7
27. Mortgage.....	7
28. Neighborhood.....	7
29. Neighborhood Association.....	7
30. Neighborhood Board.....	7
31. Neighborhood Declarant.....	7
32. Neighborhood Declaration.....	7
33. Occupant.....	7
34. Owner.....	7
35. Park.....	7
36. Person.....	8
37. Residence.....	8
38. Start-Up Period.....	8
39. Utility Facility.....	8
ARTICLE II - PROPERTY RIGHTS - OWNERSHIP OF COMMON AREA	
BUILDING ENVELOPES - NEIGHBORHOODS.....	8
1. Easement to Use Common Area.....	8
2. Ownership of Common Area.....	8
3. Access to Golf Course.....	8
4. Neighborhoods.....	8
5. Exclusive Use Areas.....	9

ARTICLE III - ANNEXATION OF ADDITIONAL PROPERTY - DELETION OF PROPERTY - CREATION AND REVISIONS TO BUILDING ENVELOPES.....	9
1. Annexation or Deletion of Land.....	9
2. Creation of Building Envelopes.....	10
ARTICLE IV - MASTER ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.....	11
1. Membership.....	11
2. Types of Membership - Voting.....	11
ARTICLE V - RESPONSIBILITIES OF MASTER ASSOCIATION, NEIGHBORHOOD ASSOCIATION, AND OWNERS.....	13
1. Master Association's Maintenance Responsibility - Neighborhood Association's Maintenance Responsibility - Owner's Maintenance Responsibility - Failure to Comply - Repairs Necessitated by Owner's Negligence.....	13
2. Insurance.....	14
3. Taxes and Assessment.....	16
4. Utilities Charges.....	17
ARTICLE VI - MANAGEMENT AND OPERATION OF THE MASTER ASSOCIATION.....	17
1. Common Area.....	17
2. Personal Property and Real Property for Common Use.....	17
3. Employees and Managers.....	18
4. Rules and Regulations.....	18
5. Enforcement.....	18
6. Disputes Between Neighborhood Associations.....	19
7. Disputes Between Neighborhood Associations and Owners.....	19
8. User Fees.....	19
9. Implied Rights.....	19
10. Conflict with Neighborhood Declaration or Rules Adopted by Neighborhood Association.....	19
ARTICLE VII - MASTER ASSESSMENTS.....	19
1. Creation of Master Assessments.....	19
2. Calculation of Base Master Assessments.....	21
3. Payment of Common Expenses by Declarant.....	21
4. Date of Commencement of Master Assessments.....	21
5. Budget.....	22
6. Special Master Assessments - Fines.....	22
7. Payment of Base and Special Master Assessments by Neighborhood Association.....	23
8. Lien for Master Assessments.....	24

9.	Subordination of the Lien to First Institutional Mortgages.....	24
10.	Capitalization of Association - Working Capital Contribution.....	25
ARTICLE VIII - ARCHITECTURAL STANDARDS - ARCHITECTURAL CONTROL COMMITTEE - BUILDERS.....		25
1.	Construction Within the Community.....	26
2.	Jurisdiction of ACC.....	26
3.	Structure of Committee.....	27
4.	Required Approval.....	27
5.	Approval of Plans.....	27
6.	Grounds for Disapproval.....	28
7.	Rights of Appeal.....	29
8.	Builders.....	29
9.	Violation of Article VIII.....	31
10.	Costs of Architectural Control Committee.....	32
11.	Liability of Members of Architectural Control Committee.....	32
12.	No Waiver of Future Approvals.....	32
13.	Variances.....	33
14.	Applicable Law.....	33
ARTICLE IX - DAMAGE AND DESTRUCTION OF COMMON AREA FACILITIES.....		33
1.	Facilities.....	33
ARTICLE X - CONDEMNATION.....		34
ARTICLE XI - NO PARTITION.....		35
ARTICLE XII - RESTRICTIONS.....		36
1.	Signs.....	36
2.	Parking - Motor Vehicles.....	36
3.	Animals and Pets.....	37
4.	Nuisance.....	37
5.	Unsightly or Unkempt Conditions.....	37
6.	Antennas.....	38
7.	Basketball Facilities, Clotheslines, Garbage Cans, Tanks, Etc.....	38
8.	Subdivision of Residences.....	38
9.	Guns.....	38
10.	Pools.....	38
11.	Tents, Trailers and Temporary Structures.....	38
12.	Drainage and Septic Systems.....	38
13.	Utility Lines.....	39
14.	Air Conditioning Units.....	39
15.	Lighting.....	39
16.	Artificial and Natural Landscaping, Exterior Sculpture, and Similar Items.....	39
17.	Lakes and Water Bodies.....	39

	<u>Page</u>
18. Leasing.....	39
19. Playground.....	39
20. Business Use.....	39
21. Repair or Removal of Damaged Property.....	40
22. Waiver of Subrogation.....	40
23. Grading.....	41
24. Fences.....	41
25. Protection of Trees and Plants.....	41
26. Exterior Appearance.....	41
27. Lights on Exterior of Residence.....	41
28. Violation of Article XII.....	41
 ARTICLE XIII - EASEMENTS.....	 42
1. Easements of Encroachment.....	42
2. Easements for Roads, Utilities, Etc. - Dedication.....	43
3. Easement for Ingress and Egress.....	43
4. Easements for Construction, Alterations, Etc....	44
5. Easement for Use of Common Area and Facilities - Exclusive Use Area.....	44
6. Easement for Attachment.....	44
7. Easement Over Building Envelopes.....	44
8. Easement for the Benefit of the City.....	45
9. Granting Easements to Others.....	45
10. Parking Easements.....	45
11. Easement to Maintain Sales Offices, Models, Etc.	46
 ARTICLE XIV - GENERAL PROVISIONS.....	 46
1. Occupants Bound.....	46
2. Term.....	46
3. Amendment.....	47
4. Severability.....	48
5. Right of Entry.....	48
6. Perpetuities.....	49
7. Litigation.....	49
8. Cumulative Effect; Conflict.....	49
9. Use of the Words "Aberdeen" or "Aberdeen Community Master Homeowners Association".....	49
10. Security.....	49
11. Indemnification.....	50
12. Exhibits.....	50
13. Miscellaneous.....	50
 ARTICLE XV - MORTGAGEE PROVISIONS.....	 51
1. Notices of Action.....	51
2. Special FHLMC Provision.....	51
3. No Priority.....	52
4. Notice to Association.....	52
5. Amendment by Board.....	53
6. Applicability of Article XV.....	53
7. Failure of Mortgagee to Respond.....	53

ARTICLE XVI - GOLF COURSE - RESTRICTIONS ON GOLF COURSE LOTS.....	53
1. Highland Heights Ordinance.....	53
2. Construction of the Golf Course.....	53
3. General.....	54
4. Continuance of Golf Course.....	54
5. Restrictions on and Easements Affecting the Golf Course and Golf Course Lots.....	54
ARTICLE XVII - WARRANTIES, COVENANTS AND DISCLOSURES REQUIRED PURSUANT TO THE ABERDEEN TRI-PARTY DEVELOPMENT AGREEMENT.....	57
1. Development Agreement.....	57
2. Construction of Public Dedicated Streets or Private Streets.....	57
3. Construction of Residences in Neighborhoods Designated as a Flood Plain Zone.....	59
4. Future Assessments Against Building Envelopes...	59
5. No Direct Driveway Access for Residences on Aberdeen Boulevard.....	60
6. Esplanades.....	60
7. Residential Area G as shown on Exhibit B.....	60
8. The Park.....	61
9. Southerly Detention Basin and Northerly Retention Basin.....	61
10. Building Permits.....	62
ARTICLE XVIII - DECLARANT'S RIGHTS - LIABILITY.....	62
1. Rights of Declarant; Transfer of Declarant's Rights and Obligations.....	62
2. Liability of Declarant.....	63
3. Amendment of Article XVIII.....	64
4. Force Majeure.....	64
Exhibit A - Legal Description of the Community	
Exhibit B - Development Plan Showing Community	
Exhibit C - Articles of Incorporation	
Exhibit D - By-Laws	
Exhibit E - Builder's Acknowledgement	
Exhibit F - Acknowledgement of Receipt of Declaration	

**MASTER DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
FOR
ABERDEEN**

THIS MASTER DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR ABERDEEN is made this 17TH day of MARCH, 1995, by MINER PROPERTIES, LTD., an Ohio limited liability company.

RECITALS

A. Declarant is the owner of real property (the "Community") located in Highland Heights, Ohio (the "City"), described on Exhibit A and shown on Exhibit B (the "Development Plan").

B. Declarant intends by this Master Declaration to impose upon the Community mutually beneficial covenants, easements and restrictions and covenants under a general plan designed to utilize contemporary architectural design, site arrangement, landscaping and land development technologies for the development of a unified and pre-planned residential area benefitting all owners of real property within the Community.

C. The Community is located contiguous to a golf course (the "Golf Course") containing approximately 176 acres, but, except for certain easements, the operation of the Community and the operation of the Golf Course shall be completely independent from each other. The deed conveying the Golf Course to the Golf Course Owner contains a restrictive covenant requiring that the Golf Course be used only for golf course purposes and be maintained as a golf course, in perpetuity. The Golf Course is not a part of the Common Area (hereinafter defined) nor does membership in the Master Association or ownership of any portion of the Community necessarily confer any special rights in the Golf Course which are not available to all other residents of the City.

D. Except for the Building Envelopes, all land within the Community (which does not include the Golf Course or dedicated right-of-ways or improvements) shall be Common Area. The Common Areas shall include an approximate six (6) acre "Park" (as hereinafter defined) for the exclusive use of the Residents of the Community which shall contain a swimming pool, tennis courts and a club house to be constructed by Declarant and maintained by the Master Association. The construction of the Park shall commence not later than two (2) years from the date the first Certificate of Occupancy is issued by the City with

respect to a Residence built in the Community, and shall be completed within one year from that date.

E. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Community by establishing the Aberdeen Community Master Homeowners Association (the "Master Association") as an Ohio not-for-profit corporation, for the administration, preservation, use and enjoyment of the Community. The Master Association shall be responsible for the maintenance of the Park and other Common Areas designed to benefit the entire Community. The Master Association will be operated through the Master Board of Trustees.

F. To supplement the services provided by the Master Association, the individual "Neighborhoods" within the Community shall form their own Neighborhood homeowners' associations which will provide for the maintenance of the Common Areas within their respective Neighborhoods and may also provide landscaping, snow removal, rubbish removal and other services benefitting individual Residences to the extent the same are not provided by the City; and, in the case of attached Residences, the exterior maintenance of the attached Residences within such Neighborhoods. The Neighborhood Declarations shall impose additional covenants and restrictions uniquely applicable to their respective Neighborhoods rather than the entire Community.

G. Owners of Residences which shall be located on Building Envelopes, or entire Neighborhoods, may desire to construct and install improvements on the Common Area abutting such Residence or within such Neighborhood for the exclusive use of the Persons for whose benefit the Exclusive Use Areas were designated, such as gas grills, children's play areas, picnic areas, gardens, tennis courts, basketball courts and other recreational facilities. These amenities and recreational facilities shall only be permitted if approved by the Declarant or the Master Association and, if so approved, shall be constructed on land designated by the Declarant or the Master Association. If "permanent" improvements are constructed, the Declarant or the Master Association shall convey the land (or cause the land to be conveyed) on which they are constructed to the Owner to become part of such Owner's Building Envelope.

NOW, THEREFORE, for the purpose of protecting the value and desirability of the Community, Declarant hereby declares that all of the property described on Exhibit A and as shown on the "Development Plan", and any additional property as is hereafter subjected to this Master Declaration by Supplemental Declaration, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the real property subject to this Master Declaration, and shall be binding on and shall inure to the benefit of all parties having any right, title, or interest in the Community or any part thereof, and their heirs, personal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

Section 1. "Area of Master Maintenance Responsibility" shall mean the following areas (which may be shown on the Development Plan): (a) the Common Area (including the Park) not located within a Neighborhood, together with any land which has not yet been designated as a "Neighborhood", but which may eventually be located within a Neighborhood, and any recreational or other facilities thereon, (b) landscaped esplanades located within the right-of-way at the entrances of Bishop Road and Aberdeen Boulevard and Miner Road and Aberdeen Boulevard as shown on the Development Plan, together with their appurtenant facilities, (c) a single ten-foot (10') wide asphalt multi-purpose trail along one (1) side of Aberdeen Boulevard within the right-of-way of Aberdeen Boulevard, and (d) after the period ending on the fifth (5th) anniversary of the date that the first certificate of occupancy shall have been issued for any Residence within the Community, the "Deeded Portion" of the "Southerly Detention Basin", the "Residential Easement Portion" of the "Southerly Detention Basin", and the "Deeded Portion of the "Northerly Retention Basin" (all as defined in Section 9 of Article XVIII).

Section 2. "Builder" shall mean any Person who (a) purchases a Building Envelope within the Community for the purpose of the construction and sale of one or more Residences, such Builder also being an Owner during the period such Builder owns title to the Building Envelope, or (b) is retained by an Owner to construct a Residence or any addition thereto.

Section 3. "Building Envelope" shall mean a portion of the Neighborhood designated by Declarant and approved by the City for the construction of an attached or detached Residence. Each Building Envelope shall contain the so-called "footprint" of the Residence to be constructed thereon and additional abutting land as designated by the Declarant, and shall be shown on a plat which will be recorded in the public records of Cuyahoga County, Ohio prior to the conveyance of such Building Envelope by the Declarant. A "Building Envelope" shall be deemed to include any Residence and other structures thereon. With respect to the construction of a condominium project, each condominium unit together with the unit's undivided interest in the common areas of the Condominium shall be deemed to be a Building Envelope for all purposes of this Master Declaration. The Master Association shall have the right to approve all condominium declarations and amendments thereto in writing prior to their becoming effective. Building Envelopes will be conveyed by Declarant to Owners, Builders or successor Declarants for a consideration which will belong solely to the Declarant. In the event that the size or configuration of a Building Envelope is subsequently changed during the Class B Control Period, Declarant shall have the right to charge a consideration which will belong solely to Declarant.

Section 4. "City" shall mean the City of Highland Heights, Ohio.

Section 5. "Class B Control Period" shall mean the period beginning on the date hereof and ending on the earliest of (a) the date that Residences have been constructed and occupied on ninety percent (90%) of the maximum number of Building Envelopes permitted to be created in the Community, as determined by Declarant in accordance with City requirements (b) December 31, 2016, or (c) the date the Master Association receives written notice from the Declarant that Declarant has elected to terminate the Class B Control Period.

Section 6. "Collection Charges" shall mean interest, late payment charges and other costs as set forth in paragraph (c) of Section 1 of Article VII.

Section 7. "Common Area" shall mean all real property in the Community, other than Building Envelopes, which the Declarant or the Master Association now owns or hereafter will own and which is intended for the common use and enjoyment of Owners in the Community, including, without limitation, private roads, drives, paths and walks not within the bounds of a Building Envelope and the entrances, exits and any other installations related thereto; the Park which shall initially include the swimming pool, deck, clubhouse and tennis courts to be installed by Declarant; on-site Utility Facilities (including, without limitation, lawn sprinkler systems) not located within the exterior surfaces of the exterior walls of a Residence; personal property owned by the Master Association or a Neighborhood Association including personal property used for maintenance or in connection with the operation of recreational facilities or other Common Area; parking areas other than those located on a dedicated road or a Building Envelope; and any landscaped or open areas not located within a Building Envelope. Prior to the creation of Building Envelopes, all land will be Common Area. Following creation of a Building Envelope, the land within the Building Envelope will no longer be Common Area. All land within the Community which is not a Building Envelope is Common Area.

Section 8. "Common Master Expenses" shall mean expenses incurred by the Master Association for the general benefit of the Owners, the Community and/or the Master Association including reasonable reserves, all as may be found to be necessary and appropriate by the Master Board pursuant to this Master Declaration.

Section 9. "Community" shall mean the real property described on Exhibit A and shown on the Development Plan, as the same may be expanded or contracted in accordance with the provisions of this Declaration by supplemental declaration from time to time. The Community does not include dedicated streets or the Golf Course.

Section 10. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Community. Such standard shall be determined by the Master Board or the Architectural Control Committee (as hereinafter defined) from time to time.

Section 11. "Completed Building Envelope" shall mean a Building Envelope for which Master Assessments are payable pursuant to Article VII hereof. A Completed Building Envelope is a Building Envelope on which a Residence has been constructed and the Residence is in condition for occupancy by an Owner or is used as a model house by a Builder. In cases of doubt, the Declarant shall determine whether a Building Envelope is a Completed Building Envelope. Once a Building Envelope becomes a Completed Building Envelope, such Building Envelope shall remain a Completed Building Envelope so long as this Declaration shall be applicable to such Building Envelope.

Section 12. "Declarant" shall mean Miner Properties, Ltd., an Ohio limited liability company, or its successors, assigns or grantees who (a) take title to all or any portion of the Community for the primary purpose of development and sale of Building Envelopes (but not for the construction and sale of Residences), and (b) are designated by the transferor-Declarant as a successor Declarant with respect to all or any specified portion of the Community in a recorded instrument executed by the transferor-Declarant with respect to that land.

Section 13. "Development Plan" shall mean the Plan of the Community set forth on Exhibit B hereof, which may be modified, contracted or expanded by Declarant or the Master Association in accordance with the provisions of this Declaration.

Section 14. "Exclusive Use Area" shall mean certain portions of the Common Area designated by the Declarant or the Master Association at the request of an Owner or a Neighborhood Board which are for the exclusive use and benefit of some but not all of the Owners of the Community. That portion of a driveway, deck, porch, patio or other improvement abutting a Residence which is not located within a Building Envelope (and therefore lies within the Common Area) and which was constructed with the prior written approval of the Declarant or the Master Association as part of the original construction of a Residence, shall automatically be deemed to be an Exclusive Use Area for the benefit of such Residence. When an Exclusive Use Area contains permanent improvements, the land on which they are constructed shall be, for a fair price determined by the Declarant or the Master Association, conveyed to the Owner and will become part of the Building Envelope such Owner.

Section 15. "Golf Course" shall mean the land and improvements thereon adjacent to or in the vicinity of the Community which has been or will be constructed pursuant to all applicable laws, ordinances, rules and regulations, including

Section 1124.06 of the Codified Ordinances of the City and the Golf Course Declaration (hereinafter defined). The Golf Course is not a Common Area, and, except as may be expressly set forth herein, is independent of, is not within, and has no rights in, or obligations to, the Community.

Section 16. "Golf Course Declaration" shall mean the Declaration of Easements, Covenants and Restrictions (Golf Course Declaration) dated _____, 199_ by and between Declarant and Aberdeen Limited Liability Company, an Ohio limited liability company ("ALLC"), which has been recorded in the Cuyahoga County Recorder's Office. This Master Declaration and any Neighborhood Declaration are subordinate to the Golf Course Declaration.

Section 17. "Golf Course Lot" shall mean any portion of a Building Envelope or Common Area within the Community, whether developed or undeveloped, including any Residence or other structure or improvement constructed thereon, that is contiguous to any portion of the Golf Course.

Section 18. "Golf Course Owner" shall mean ALLC, its successors and assigns.

Section 19. "Institutional Mortgagee" shall mean a mortgagee which is (a) a bank, savings institution, trust company or national banking association, (b) an insurance company or fraternal benefit association, (c) pension, retirement or profit sharing trust or fund, or (d) a government, public employees' pension or retirement system, or any other governmental agency supervising the investment of public funds.

Section 20. "Master Assessments" shall mean Base Master Assessments and Special Master Assessments (as those terms are hereinafter defined) imposed by this Master Declaration.

Section 21. "Master Association" shall mean Aberdeen Community Master Homeowners Association, an Ohio not for profit corporation, its successors and assigns.

Section 22. "Master Board" or "Master Board of Trustees" shall be the elected body which governs this Community.

Section 23. "Master By-Laws" shall mean the By-Laws of this Master Association attached hereto as Exhibit "C", as they may be amended from time to time.

Section 24. "Master Declaration" shall mean this Master Declaration of Covenants, Easements and Restrictions For Aberdeen, together with its Master By-Laws, as the same may be amended from time to time.

Section 25. "Master Trustee" shall mean a member of the Master Board of Trustees.

Section 26. "Member" shall mean a Person entitled to membership in the Master Association as set forth in this Master Declaration.

Section 27. "Mortgage" shall mean a construction or other mortgage deed to secure debt, or any other form of security deed, including any collateral security documents executed in connection therewith.

Section 28. "Neighborhood" shall mean each separately developed and denominated residential area which is subject to this Master Declaration and which is also governed by a Neighborhood Declaration. Neighborhoods may be expanded, contracted, divided or combined in accordance with this Master Declaration or an approved Neighborhood Declaration.

Section 29. "Neighborhood Association" shall mean an association which administers a Neighborhood and of which all Owners of property in the Neighborhood shall be members.

Section 30. "Neighborhood Board" shall mean the Board of Trustees governing a Neighborhood Association.

Section 31. "Neighborhood Declarant" shall mean the declarant designated for a Neighborhood in a Neighborhood Declaration. The Neighborhood Declarant shall be the Declarant of the Master Association or other Person selected by the Declarant of the Master Association.

Section 32. "Neighborhood Declaration" shall mean a declaration of a Neighborhood approved by the Master Association, based upon a form of Neighborhood Declaration approved by the Director of Law of the City. The Master Association shall also have the right to approve any amendment or cancellation of a Neighborhood Declaration before it becomes effective.

Section 33. "Occupant" shall mean a natural person living in a Residence.

Section 34. "Owner" shall mean one (1) or more Persons who either (a) hold the record title to any Building Envelope which is part of the Community, but excluding in all cases a party holding an interest merely as security, or (b) are the contract vendee under a land contract.

Section 35. "Park" shall mean the park containing approximately six (6) acres in the location shown on the Development Plan or in such other place within the Community as determined by Declarant and approved by the City, which shall initially include a swimming pool, deck, club house and tennis courts to be installed by Declarant, at Declarant's sole cost and expense, and shall be maintained by the Master Association.

Section 36. "Person" shall mean a natural person, corporation, partnership, trustee, limited liability company or other legal entity.

Section 37. "Residence" shall mean a constructed housing unit on a Building Envelope containing living, cooking, sleeping and toilet facilities intended for use by one family, including, without limitations, a condominium unit.

Section 38. "Start-Up-Period" shall mean the period specified in Section 2 of Article VII wherein the Declarant could be responsible for the payment of some Common Master Expenses.

Section 39. "Utility Facility" shall mean any water, sewer, drainage, electric, gas, cable television, telephone, and any other utility lines, pipes, conduits, wires, facilities and appurtenances thereto.

ARTICLE II

PROPERTY RIGHTS - OWNERSHIP OF COMMON AREA - BUILDING ENVELOPES - NEIGHBORHOODS

Section 1. Easement to Use Common Area. Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to this Master Declaration and to any restrictions or limitations of record. Any Owner may delegate his or her right of enjoyment to Occupants of his or her Residence and guests, subject to rules and regulations which may be adopted from time to time by the Master Board or Neighborhood Board. Notwithstanding the above, no Owner or Occupant may install or place any object in, or change or remove any portion of the Common Area without first obtaining the written consent of the Declarant or the Master Board.

Section 2. Ownership of Common Area. Declarant shall convey or cause the conveyance of the Common Area to the Master Association at any time and from time to time, but in any event the Master Association shall have title to all of the Common Area by the fifth annual anniversary of the end of the Class B Control Period.

Section 3. Access to Golf Course. Access to the Golf Course (which is not within the Community, but abuts the Community) is strictly subject to the rules and procedures established by the Golf Course Owner. No Owner or Occupant gains any right to enter or to use the Golf Course by virtue of ownership or occupancy of a Building Envelope. Certain easements and restrictions set forth in the Golf Course Declaration affect Owners and Builders, especially Owners and Builders of Golf Course Lots.

Section 4. Neighborhoods. Every Building Envelope shall be located within a Neighborhood. The Owners in such

Neighborhood shall be members of a Neighborhood Association in accordance with a Neighborhood Declaration in addition to the Master Association. Neighborhoods may be divided or combined with other Neighborhoods as more fully set forth in the respective Neighborhood Declarations.

Section 5. Exclusive Use Areas. The Declarant or the Master Association, each in its respective sole and absolute discretion, shall have the right to create permanent or temporary Exclusive Use Areas for the benefit of one (1) or more Neighborhoods or one or more Owners upon application pursuant to rules to be adopted by the Master Board. If an Owner constructs a permanent improvement on an Exclusive Use Area with the Master Association's prior written approval, the Master Association shall convey the Exclusive Use Area to the Owner, and the Exclusive Use Area shall become part of such Owner's Building Envelope. The Owner shall pay the Declarant during the Class B Control Period and the Master Association thereafter the fair market value of the land so conveyed, determined solely by the Declarant during the Class B Control Period and by the Master Association thereafter. If the improvement to be installed on the Exclusive Use Area is not permanent, such as a swing set, outdoor grill or garden, the Declarant or the Master Association shall have the right to condition the granting of an Exclusive Use Area on reasonable requirements, such as, without limitation, the obtaining of liability or other insurance with respect thereto, and, for just cause, the Declarant or the Master Association shall have the right to terminate such Exclusive Use Area.

ARTICLE III

ANNEXATION OF ADDITIONAL PROPERTY - DELETION OF PROPERTY - CREATION AND REVISIONS TO BUILDING ENVELOPES

Section 1. Annexation or Deletion of Land. (a) Subject to the consent of the owner(s) of the land being annexed or deleted, Declarant shall have the unilateral right, privilege and option, from time to time during the Class B Control Period, to annex land and subject such land to the provisions of this Master Declaration and the jurisdiction of the Master Association or to delete from the provisions of this Master Declaration any land now or hereafter subject to the provisions of this Master Declaration. Such annexation or deletion shall be accomplished by the filing by Declarant in the public records of Cuyahoga County, Ohio, of a Supplemental Declaration to this Master Declaration annexing or deleting such property. Such Supplemental Declaration shall not require the consent of any other Members. Any such annexation or deletion shall be effective upon the filing for record of such Supplemental Declaration.

(b) Subject to the consent of the owner(s) of the land being annexed or deleted, after the expiration of the Class B

Control Period, the Master Association may annex real property and subject such land to the provisions of this Master Declaration and the jurisdiction of the Master Association or may delete real property from the provisions of this Master Declaration and the jurisdiction of the Master Association. Such annexation or deletion shall require the affirmative vote of members of the Master Board with at least seventy-five percent (75%) of the voting power of the Master Board and the written approval of the Declarant so long as Declarant owns any portion of the Community. Such annexation or deletion shall be accomplished by the filing in the public records of Cuyahoga County, Ohio, of a Supplemental Declaration describing the property being annexed or deleted. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Master Association and by the owner of the property being annexed or deleted, and any such annexation shall be effective upon filing unless otherwise provided therein.

Section 2. Creation of Building Envelopes. (a) The Declarant shall have the exclusive right, with the approval of the City or as otherwise permitted by law, to create or to cause to be created Building Envelopes within the Community on land owned by the Declarant, the Master Association or otherwise as Declarant determines to be appropriate. Further, with the approval of the City, or as otherwise permitted by law, Declarant reserves the right from time to time to increase or decrease the size of and change the configuration of Building Envelopes by adding Common Area to a Building Envelope or converting portions of a Building Envelope to Common Area, and to eliminate Building Envelopes by converting such land to Common Area and to create new Building Envelopes within the Community. The rights of Declarant set forth in this Section 2 shall survive until the end of the Class B Control Period and if after the end of the Class B Control Period all Building Envelopes permitted under applicable law shall not have been created, the Declarant shall still have the right to create Building Envelopes within the Community until all Building Envelopes permitted under applicable law have been created. If the Master Association shall have title to any land on which Declarant determines to create a Building Envelope or to add to a Building Envelope, the Master Association shall convey to the Declarant (or its nominee) at any time and from time to time upon request of Declarant and without cost, such portions of such land as are designated by Declarant in Declarant's sole discretion as being intended for Building Envelopes. If any portion of a Building Envelope being changed under this Section is owned by an Owner, the prior consent of the Owner must be obtained prior to the modification of the Building Envelope.

(b) After Declarant's rights have expired pursuant to Section 2(a) of this Article, the Master Association with the approval of the City shall have the right, with the consent of the Owner whose Building Envelope is being expanded, modified or contracted, to cause the transfer of portions of the Common Area to a Building Envelope or to transfer lands within a Building Envelope to the Common Area.

ARTICLE IV

MASTER ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. The Declarant, Neighborhood Associations, Golf Course Owner, and every Owner of a Building Envelope shall be deemed to have a membership in the Master Association.

The membership rights of a Member which is a partnership, corporation, limited liability company, or other entity shall be exercised by the individual(s) designated from time to time by the Member in a written instrument provided to the Secretary, subject to the provisions of this Master Declaration and the Master By-Laws.

Section 2. Types of Membership - Voting. The Master Association shall have four (4) classes of membership, being Class A, Class B, Class C and Class D, as follows:

(a) Class A Members. The Class A Members shall be the Owners within the Community.

(i) Except as expressly set forth in this Master Declaration or the Master By-Laws, such as the right of Class A Members to approve certain capital expenditures both during and after the Class B Control Period, the Class A Members will have no voting power in the Master Association. In matters that Class A Members do vote on, each Class A Member shall have one (1) vote for each Building Envelope owned by such Owner. The Class A Members have no right to designate or vote for Master Trustees, except through their Neighborhood Associations which are Class C Members.

(ii) No Owner, whether one (1) or more Persons, shall have more than one (1) Class A Membership per Building Envelope owned. In the event the Owner of a Building Envelope is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Class A Member or the Member's spouse, subject to the provisions of this Master Declaration and the Master By-Laws.

(b) Class B Member. The Class B Member shall be the Declarant.

(i) During the Class B Control Period, the Class B Member shall have the entire voting power of the Master Association, except as provided for the Class A Members in this Declaration, and except for the rights of the Class C Members (the Neighborhood Associations) and the Class D Member (the Golf Course Owner) to appoint Master Trustees, as set forth below. The Declarant shall have two (2) votes for each Building Envelope in the Community.

(ii) The Class B Member shall be entitled to appoint all of the members of the Master Board during the Class B Control Period, as specified in the Master By-Laws [except (A) one (1) member of the Master Board shall be appointed by the Class D Member (the Golf Course Owner), and (B) when more than a majority of the total number of possible Completed Building Envelopes in a Neighborhood shall have been transferred to Owners in such Neighborhood as determined by Declarant, the Class C Member (the Neighborhood Association) for such Neighborhood, acting through its Neighborhood Board of Trustees for that Neighborhood, shall have the right to appoint one (1) Master Trustee]. The Master Trustees appointed by the Class B Member shall have three (3) votes for each Completed Building Envelope in the Community. Notwithstanding anything in this Declaration to the contrary, however, for as long as there are five (5) Master Trustees in accordance with the By-Laws and this Declaration, each Trustee shall have one (1) vote on matters before the Master Board.

(iii) After the Class B Control Period, the Class B Member shall have no voting rights in the Master Association and no rights to appoint Master Trustees; but the Class B Member shall have the right to veto certain actions of the Master Board and its committees as set forth in the Master By-Laws.

(iv) The Class B Membership shall terminate upon the earlier of:

(A) The expiration of the Class B Control Period;

(B) When, in its discretion, the Declarant so determines and notifies the Master Board by written instrument in recordable form.

(c) Class C Members. The Class C Members shall be the Neighborhood Associations.

(i) The Class C Members shall have no voting power in the Master Association.

(ii) Each Class C Member, however, shall have the right to appoint one (1) Master Trustee (in addition to those Trustees already serving) when Declarant has determined that a majority of the total number of possible Completed Building Envelopes in that Neighborhood has been created in such Neighborhood. Each Master Trustee appointed by a Class C Member shall have one (1) vote for each Completed Building Envelope that exists in such Neighborhood.

(d) Class D Member. The Class D Member shall be the Golf Course Owner.

(i) The Class D member shall have no voting power in the Master Association.

(ii) The Class D Member shall have the right to appoint one (1) member of the Master Board of Trustees. The Master Trustee appointed by the Class D Member shall have one (1) vote for each Completed Building Envelope within a Golf Course Lot.

ARTICLE V

RESPONSIBILITIES OF MASTER ASSOCIATION, NEIGHBORHOOD ASSOCIATION, AND OWNERS

Section 1. Master Association's Maintenance Responsibility - Neighborhood Association's Maintenance Responsibility - Owner's Maintenance Responsibility - Failure to Comply - Repairs Necessitated by Owner's Negligence. (a) The Master Association shall be responsible for all maintenance and shall make all repairs and replacements to maintain and keep in good condition and repair, clean and aesthetically pleasing in accordance with the Community-Wide Standard the Area of Master Maintenance Responsibility, including, without limitation, repairing and replacing paving, removing snow, cutting grass, pruning and replacing landscaping, painting and decorating the recreational facilities and providing all other maintenance, repair and replacements required to comply with the above standards.

(b) Except for the Area of Master Maintenance Responsibility, each Neighborhood Association shall keep the Common Area within its Neighborhood in good condition and repair, clean, and aesthetically pleasing in accordance with the Community-Wide Standard, or such greater standard as may become the "Neighborhood-Wide Standard" within that Neighborhood. The Master Association shall have the right, after giving written notice to the President or Vice President of a Neighborhood Association, and the failure of the Neighborhood Association to comply with its maintenance responsibilities as above provided or pursuant to its Neighborhood Declaration within a reasonable time after the giving of such notice (no notice or waiting period being required in an emergency), as determined by the Master Association in its sole discretion, from time to time, to assume all or a portion (and for such period of time as determined by the Master Association) of the maintenance responsibilities required of a Neighborhood in the Neighborhood Declaration. In such event, all costs of such maintenance shall be assessed (prorata) by a Special Master Assessment (hereinafter defined) levied against the Owners of Completed Building Envelopes within the Neighborhood for which the services are provided. This assumption of responsibility may also take place by agreement between the Neighborhood Association and the Master Board.

(c) Except for maintenance required to be done by the Neighborhood Association pursuant to a Neighborhood Declaration, each Owner shall keep the exterior of his or her Residence and his or her Building Envelope in good condition and repair, clean and aesthetically pleasing and in keeping with the Community-Wide Standard, or such greater standard as may become the "Neighborhood-Wide Standard" within a Neighborhood.

(d) Each Owner shall make all repairs and replacements and shall perform such maintenance otherwise required of the Master Association hereunder necessitated as the result of the tortious or negligent acts or omissions of such Owner or any Occupant of an Owner's Residence or, in the discretion of the Master Board, the Master Board may perform the required maintenance, repair or replacement and charge such Owner for the cost thereof.

Section 2. Insurance. (a) Property Insurance. The Master Association shall have the authority to and shall obtain all-risk property hazard insurance, if reasonably available, for all insurable improvements on the Common Area not located within a Neighborhood, including builder's risk coverage, naming Declarant, during the Class B Control Period, as an additional insured and loss payee. If all-risk coverage is not reasonably available, then at a minimum, an insurance policy providing fire and extended coverage shall be obtained if that is reasonably obtainable. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost in the event of damage or destruction from any insured casualty without co-insurance penalty.

(b) Liability Insurance. The Master Association shall further keep in full force and effect with Declarant, all Neighborhood Associations, and, if possible, the Owners, as additional insureds, public liability insurance with personal injury liability coverage and with a contractual liability endorsement with respect to the Common Area and its improvements, including, without limitation, an Exclusive Use Area, with minimum limits of Three Million Dollars (\$3,000,000.00) if the Master Association or a Neighborhood Association operates a swimming pool and at least Two Million Dollars (\$2,000,000.00) otherwise, on account of bodily injuries to or death of one (1) or more than one (1) person as a result of any one (1) accident or disaster and Five Hundred Thousand Dollars (\$500,000.00) on account of damage to property. If there is a swimming pool or other recreational facility as an Exclusive Use Area, the additional cost, if any, of providing liability insurance for such pool shall be charged to the Person or Persons for whom the Exclusive Use Area was created.

(c) Deductible - General Provisions. The property-hazard insurance policies may contain a reasonable deductible. All insurance coverage obtained by the Master Association shall be governed by the provisions hereinafter set forth:

(i) All policies shall be written with a company licensed to do business in Ohio.

(ii) All policies on the Common Area shall be for the benefit of the Master Association and its Members, and there shall be a loss payable provision in any builders risk policy for the benefit of mortgagees providing construction financing on the Common Area.

(iii) Exclusive authority to adjust losses under policies obtained by the Master Association in the Community shall be vested in the Master Association; 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 Association hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their mortgagees.

(v) All property-hazard insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement.

(vi) The Master Association 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 Declarant, Master Board, its manager, the Owners, the Occupants, 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) a statement that no policy may be cancelled, invalidated, suspended, or subject to nonrenewal on account of any one or more individual Owners;

(D) a statement that no policy may be cancelled, invalidated, suspended, or subject to nonrenewal on account of the conduct of Declarant, any trustee, 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;

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

(F) that the Master Association and any named insured (and any named mortgagee) will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

(d) Other Insurance. In addition to the other insurance required by this Section, the Master Association shall obtain, as a Common Master Expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on Trustees, officers, employees, and other Persons handling or responsible for the Master Association's funds, and flood insurance, if required. The amount of fidelity coverage shall be determined in the Master Trustees' reasonable business judgment but, if reasonably available, may not be less than three (3) months' Master 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 Master Association and Declarant of any cancellation, substantial modification, or non-renewal.

(e) Insurance for Owners. (i) Liability Insurance. Each Owner shall maintain public liability insurance covering his Residence and his Building Envelope with minimum limits of One Million Dollars (\$1,000,000.00), on account of bodily injuries to or death of one (1) or more than one (1) person as a result of any one (1) accident or disaster and One Hundred Thousand Dollars (\$100,000.00) on account of damage to property. The foregoing limits may be increased in subsequent years by the Master Association in accordance with the then existing custom. A copy of said policy shall be deposited with the Master Association.

(ii) Property Insurance for Owners - Exclusive Use Areas. Unless the Master Board determines otherwise, an Owner or Occupant with an Exclusive Use Area shall not be required to provide property-hazard insurance on said Exclusive Use Area or any improvement thereon, but said Owner and Occupant should recognize that the Master Association, Neighborhood Board Association and the Declarant shall not provide property-hazard insurance therefore and in the event of a fire or other casualty, the Declarant, Master Association and the Neighborhood Association shall have no obligation to restore the Exclusive Use Area.

Section 3. Taxes and Assessment. The Master Association shall pay all real estate taxes and assessments levied against the Common Area and any other property owned by the Master Association, seen or unforeseen, general or special

notwithstanding who might be the record owner of such Common Area. Owners shall pay all real estate taxes and assessments, seen or unforeseen, general and special, levied on their Building Envelopes and, if so determined by the Master Board, on any Exclusive Use Area designated for use by such Owner. If the real estate taxes and assessments for an Exclusive Use Area are assessed against the Declarant or the Master Association, the Master Association shall have the right but shall not be required, to make a good faith estimate of said real estate taxes and assessments attributable to such Exclusive Use Area (which shall be binding on such Owner) and to charge the Owner for such taxes and assessments, so long as the charges for real estate taxes and assessments for Exclusive Use Areas are made on a non-discriminatory basis.

Section 4. Utilities Charges. The Master 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 property owned, maintained, and/or operated by the Master Association which is not located within a Neighborhood. Each Residence shall have its own separate utility meters. Each Neighborhood Association shall obtain its own separate utility meters for sprinkler systems, lighting, and any other activities conducted by the Neighborhood Association. Utilities with respect to an Exclusive Use Area designated for use by an Owner shall be paid for by such Owner.

ARTICLE VI

MANAGEMENT AND OPERATION OF THE MASTER ASSOCIATION

Section 1. Common Area. The Master Association shall ultimately own all Common Area and by virtue of said existing or future ownership shall have the responsibility for the management, maintenance, operation, and control of said Common Area and all facilities therein. Notwithstanding the above, except for the Area of Master Maintenance Responsibility, the Master Association hereby obligates each Neighborhood Association to maintain in good condition and repair the Common Area within its Neighborhood. The Master Association shall be responsible for the operation of any recreational facilities which may be constructed on the Park or other Common Area and not included within a Neighborhood, including, without limitation, any swimming pools, clubhouse facilities, tennis courts, or other such facilities which may exist from time to time on such Common Area.

Section 2. Personal Property and Real Property for Common Use. The Master Association, through action of its Master Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Master Board, acting on behalf of the Master Association, shall accept any real or personal property, leasehold, or other property interests within the Community conveyed to it by the Declarant. Cash belonging to

the Master Association may be invested in intangible personal property (such as bank accounts) so long as such investment is insured or issued by the United States Government or an agency thereof. Cash may also be deposited in money market funds of national brokerage firms.

Section 3. Employees and Managers. The Master Association shall have the right to engage employees and agents, including, without limitation, attorneys, accountants, architects, engineers, landscape architects and other consultants and maintenance firms and contractors. The Master Association shall have the right to delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company (a "Manager"). Such delegation may be evidenced by a management contract which shall provide for the duties to be performed by the Manager and for the payment to the Manager of 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 Manager, provided that no management agreement or renewal thereof shall be for a period longer than three (3) years and provided, further, that the Master Board may designate a different Manager with whom the Master Association shall enter into an agreement after the expiration of the then existing management agreement. The Manager may be an entity owned, controlled by, affiliated with, or associated with the Declarant or any shareholder, officer, director, agent or employee of Declarant (an "Affiliate"), but any such management agreement with Declarant or an affiliate of Declarant shall not extend longer than one (1) year after the end of the Class B Control Period. After the Class B Control Period, each management agreement shall provide that it may be terminated by either party with ninety (90) days written notice.

Section 4. Rules and Regulations. The Master Association, through its Master Board, may make and enforce reasonable rules and regulations governing the use of the Common Area including the recreational facilities and equipment, which rules and regulations shall be consistent with the rights and duties established by this Master Declaration.

Section 5. Enforcement. The Master Association shall take all actions reasonably necessary under the circumstances to enforce the provisions of this Master Declaration. Sanctions for violation of any covenant of this Master Declaration or of any rules adopted by the Master Board may include reasonable monetary fines (as set forth in the Master By-Laws) and suspension of the right to use Common Area including recreational facilities that are part of the Common Area. In addition, upon violation of a covenant of a Neighborhood Declaration or of a rule adopted by a Neighborhood Board, and upon application of a Neighborhood Board, the Master Board shall have the right to suspend the use of recreational facilities within the Community by an Owner and/or Occupant and their guests. The Master Board shall, in addition, have the power to seek injunctive or other equitable relief in

any court for violations or to abate nuisances. Sanctions may be imposed upon Owners and Occupants for any violation caused by such Owner's or Occupants of such Owner's Residences or the guests of any of them.

Section 6. Disputes Between Neighborhood Associations. Except for emergencies involving personal injury to persons or damage to property, no litigation shall be commenced by one Neighborhood Association against another without first notifying the Master Association in a writing explaining the dispute and permitting the Master Association a period of thirty (30) days following receipt of such notification to attempt to mediate such dispute.

Section 7. Disputes Between Neighborhood Associations and Owners. Disputes between Neighborhood Associations and Owners may be submitted to the Master Association for mediation or, with the consent of the disputing Neighborhood Associations and Owners, arbitration.

Section 8. User Fees. The Master Association shall have the right to impose fees on Owners and Occupants and their guests for use of some or all of the facilities on the Common Area.

Section 9. Implied Rights. The Master Association may exercise any other right or privilege given to it expressly by this Master Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. The provisions of this Section shall be reasonably construed.

Section 10. Conflict with Neighborhood Declaration or Rules Adopted by Neighborhood Association. In the event of a conflict between the provisions of a Neighborhood Declaration and this Master Declaration or a rule adopted by the Master Association, the provisions of this Master Declaration or the rule adopted by the Master Association shall control. In the event of a conflict between any rule adopted by a Neighborhood Association and the provisions of this Master Declaration or rule adopted by the Master Association, the provisions of this Master Declaration or rule adopted by the Master Association shall control.

ARTICLE VII

MASTER ASSESSMENTS

Section 1. Creation of Master Assessments. (a) There are hereby created Master Assessments for Master Association expenses as may from time to time specifically be authorized by the Master Association to be commenced at the time and in the manner set forth in this Article. There shall be two (2) types

of Master Assessments: (i) Base Master Assessments to fund Common Master Expenses; and (ii) Special Master Assessments as described in Section 6 below.

(b) Each Owner, by acceptance of a deed or recorded contract of sale to any portion of the Community, is deemed to covenant and agree to pay Master Assessments.

(c) All Master Assessments, together with collection charges consisting of (i) interest determined on a uniform basis for all delinquent Owners by the Master Board at a rate not to exceed the highest rate allowed by Ohio law as computed from the date the delinquency first occurs, (ii) a one-time late payment charge if any Master Assessment shall not be paid within not less than ten (10) days of the date due, as established from time to time by the Master Board (but in no event higher than ten percent (10%) of the amount due), and (iii) reasonable costs and attorneys' fees paid or incurred to collect the Master Assessments (collectively, the "Collection Charges") shall be a charge on the real property encumbered by this Master Declaration and shall be a continuing lien upon the Building Envelope against which each Master Assessment is made. Each such Master Assessment, together with the Collection Charges, shall be the personal obligation of the Owner of such Building Envelope at the time the Master Assessment was first payable, and his or her Grantee, who shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except that no first Institutional Mortgagee whose Mortgage was recorded prior to the recording of a Notice of Lien for unpaid Master Assessments, or the nominee of such first Institutional Mortgagee or third party purchaser who obtains title to a Building Envelope pursuant to the remedies provided in such a first Mortgage made to an Institutional Mortgagee shall be liable for the Master Assessments which accrued prior to such acquisition of title. Notwithstanding anything in this Declaration to the contrary, an Institutional Mortgagee whose Mortgage was recorded after the recording of a Notice of Lien for unpaid Master Assessments, or the nominee of such first Institutional Mortgagee or third party purchaser who obtains title to a Building Envelope pursuant to the remedies provided in such first Mortgage made to an Institutional Mortgagee shall be liable for the unpaid Master Assessments (and any Collection Charges) set forth in the Notice of Lien which was recorded prior to the recording of such first Mortgage; but such liability will not extend to any Master Assessments for which no Notice of Lien shall have been recorded prior to the recording of such Mortgage.

(d) The Master Association shall, within a reasonable time after written demand, furnish to any Owner liable for any type of Master Assessment a certificate in writing signed by an officer or Manager of the Master Association setting forth whether such Master Assessments have been paid as to any particular Building Envelope. Such certificate shall be conclusive evidence of payment to the Master Association of such Master Assessments therein stated to have been paid. The Master

Association may require the advance payment of a processing fee which initially shall be Fifteen Dollars (\$15.00) for the issuance of such certificate.

(e) Master Assessments shall be paid in such manner and on such dates as may be fixed by the Master Association which may include, without limitation, acceleration of the annual Base Master Assessment for delinquents.

(f) No Owner may waive or otherwise exempt himself or herself from liability for Master Assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Area or abandonment of the Building Envelope. The obligation to pay Master Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Master Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Master or Neighborhood Association or Master or Neighborhood Board to take some action or perform some function required to be taken or performed by the Master or Neighborhood Association or Master or Neighborhood Board under this Master Declaration or the Master By-Laws or Neighborhood Declaration or Neighborhood By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Master Association or Neighborhood Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 2. Calculation of Base Master Assessments.

(a) From the date hereof through the second (2nd) annual anniversary of the later of the date that (i) the first Building Envelope in the Community is conveyed to an Owner other than a Builder, and (ii) the Residence on such Building Envelope is occupied (the "Start-Up Period"), there shall be assessed against each Completed Building Envelope Base Master Assessments at the rate of Three Hundred Sixty Dollars (\$360.00) per year, Thirty Dollars (\$30.00) per month in the event of a partial year.

(b) After the end of the Start-Up Period, there shall be assessed against each Completed Building Envelope Base Master Assessments equal to the product of the Common Master Expenses and a fraction, the numerator of which is one (1) and the denominator of which is the total number of Completed Building Envelopes within the Community. Such calculation shall be based on the number of Completed Building Envelopes at the beginning of each fiscal year.

Section 3. Payment of Common Expenses by Declarant.

During the Start-Up Period, the Declarant shall pay all Common Master Expenses in excess of the total of the Base Master Assessments.

Section 4. Date of Commencement of Master Assessments.

The Master Assessments provided for herein shall commence as to each Completed Building Envelope on the first day of the first

month following the date of completion of construction of a Residence on such Building Envelope. Master Assessments shall be due and payable in a manner and on a schedule as the Master Board of Trustees may provide. Annual Master Assessments shall be adjusted according to the number of days remaining in the calendar year at the time Master Assessments commence on the Completed Building Envelope.

Section 5. Budget. Commencing as of the calendar year following the end of the Start-Up Period and annually thereafter, the Master Association shall prepare a budget covering the estimated Common Master Expenses of the Master Association during the coming year. There shall be established reserve funds for replacement of capital items and the budget shall include a contribution to be determined by the Master Association to such reserve funds. The Master Association shall cause a copy of Common Master Expense budget and notice of the amount of the Base Master Assessment to be levied against each Completed Building Envelope for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the calendar year.

Notwithstanding the foregoing, in the event the Master Association fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Section 6. Special Master Assessments - Fines.

(a) In addition to the Base Master Assessments authorized above, the Master Association may levy a Special Master Assessment from time to time after the Start-Up Period applicable to all Completed Building Envelopes for payment of extraordinary nonrecurring expenditures. In addition, the Master Association may levy a Special Master Assessment from time to time after the Start-Up Period applicable to all Completed Building Envelopes for construction of recreational facilities which are not being installed and paid for by Declarant of a material nature which cost in excess of Fifteen Thousand Dollars (\$15,000.00). All Special Master Assessments specified in this Section 6(a) must be approved by the affirmative vote or written consent of at least sixty-six and two-thirds percent (66-2/3%) of the Class A Members and the affirmative vote or written consent of the Class B Member, if such exists. Such Special Master Assessments shall be computed on the same basis as the Base Master Assessments are computed after the Start-Up Period. Such Special Master Assessments shall be payable in such manner and at such times as may be determined by the Master Board, and may be payable in installments extending beyond the year in which the Special Master Assessment is approved, if the Master Board so determines. The Master Board may also levy Special Master Assessments in accordance with Paragraph (d) of Section 1 of Article IX of the Master Declaration.

(b) The Master Board may also levy a Special Master Assessment against a Building Envelope at any time following the acquisition of ownership of the Building Envelope to reimburse the Master Association for costs incurred in bringing the owner of such Building Envelope into compliance with the provisions of this Master Declaration or the Master Association rules. Such Owner shall have an opportunity for a hearing in front of the Master Board if the Special Master Assessment is contested by such Owner by giving written notice to any member of the Master Board or to the Declarant as long as the Declarant is a Class B Member within fifteen (15) days following receipt of notice by the Owner from the Master Board that such Special Master Assessment shall have been levied. The Master Association may also levy a Special Master Assessment against the Owners of Building Envelopes in any Neighborhood to reimburse the Master Association for costs incurred in bringing the Neighborhood into compliance with the provisions of this Master Declaration and the Master Association rules, which Special Master Assessment may be authorized by the Master Board after notice to the President or a Vice President of the Neighborhood Association and all Owners of Building Envelopes within said Neighborhood, and an opportunity for a hearing in front of the Master Board if the Special Master Assessment is contested by written notice from an officer of the Neighborhood Association or any Owner within said Neighborhood to any member of the Master Board given within fifteen (15) days following receipt of notice of such Special Master Assessment. In the event that a hearing shall be held by the Master Board as authorized above, then the decision of the Master Board shall be binding upon all Owners and Neighborhood Associations affected. Fines levied in accordance with Section 20 of Article III of the Master By-Laws shall be deemed to be "Special Master Assessments" for which Collection Charges may be collected and a lien may be imposed and foreclosed as set forth in this Article VII.

Section 7. Payment of Base and Special Master Assessments by Neighborhood Association. In order to reduce the expense of billing and recordkeeping, the Master Association shall have the right to elect to charge the applicable Neighborhood Association with the Base Master Assessments and those Special Master Assessments applicable to all Completed Building Envelopes within such Neighborhood in lieu of charging the Owners individually. If such election is made, the Neighborhood Associations shall pay said Master Assessments to the Master Association prior to the date that such payment becomes delinquent. Nonpayment of such Master Assessments by a Neighborhood Association shall constitute a default by the Neighborhood Association as well as by each Owner of a Completed Building Envelope within such Neighborhood required to pay such Master Assessments pursuant to this Master Declaration. The Master Association shall have all rights and remedies against the Neighborhood Association and the Owners of Completed Building Envelopes in the Neighborhood, each such Completed Building Envelope to be chargeable on a proportionate basis, including, without limitation, the right to impose Collection Charges and to have and foreclose a lien on the Completed Building Envelopes of

all such Owners in the same manner and to the same extent as the Master Association would have had if it had billed such Owner his or her proportionate share directly and such Owner failed to pay such share; provided, however, that if an Owner shall pay his or her proportionate share, the Master Association shall not place (or if placed shall release) a lien on such Owner's Completed Building Envelope(s).

Section 8. Lien for Master Assessments. Upon the recording in the Cuyahoga County Records of a Notice of Lien, setting forth the amount owed, name of Owner, legal description of the Building Envelope, and any other matters which the Master Association desires to include therein, there shall exist a perfected lien for unpaid Master Assessments and Collection Charges prior and superior to all other liens, except (a) all taxes, assessments, and other levies which by law would be superior thereto, and (b) the lien or charge of any first Mortgage held by an Institutional Mortgagee, meaning any Mortgage with first priority over other Mortgages recorded before a Notice of Lien was recorded, but if a Notice of Lien shall have been recorded, such lien shall have priority only to the extent of the amount of such lien set forth in the Notice of Lien. Such lien may be enforced by suit, judgment, and foreclosure in the same manner as real estate mortgages may be foreclosed.

The Master Association, acting on behalf of the Owners, shall have the power to bid for the Building Envelope at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Building Envelope is owned by the Master Association following foreclosure the Master Assessments assessed or levied on it shall be treated as a Common Master Expense. Suit to recover a money judgment for unpaid Master Assessments and Collection Charges shall be maintainable without perfecting a lien and without foreclosing or waiving the lien securing the same. All remedies of the Master Association shall be non-exclusive and in addition to all remedies permitted under this Master Declaration, in law or equity, and all such remedies may be exercised at one time or at different times.

Section 9. Subordination of the Lien to First Institutional Mortgages. Unless a Notice of Lien shall have been recorded in the Cuyahoga County Records prior to the recording of a first Institutional Mortgage (and then only to the extent of the amount of such lien set forth in the Notice of Lien), the lien for unpaid Master Assessments, including Collection Charges provided for herein, shall be subordinate to the lien of any first Mortgage made to an Institutional Mortgagee. The sale or transfer of any Building Envelope shall not affect unpaid Master Assessments whether or not a Notice of Lien shall have been recorded. However, unless a Notice of Lien shall have been recorded before the recording of a first Institutional Mortgage (and then only to the extent of the amount of the lien set forth in such Notice of Lien), the sale or transfer of any Building Envelope pursuant to foreclosure of a first Mortgage made to an

Institutional Mortgagee, or transfer to such first Institutional Mortgagee or third party pursuant to a deed in lieu of foreclosure, shall extinguish the lien of such Master Assessments as to payments which became due prior to such sale or transfer but shall not affect the obligation of the Owner which incurred such Master Assessment. No sale or transfer shall relieve such Building Envelope from lien rights for any Master Assessments thereafter becoming due. An Institutional Mortgagee holding a first Mortgage of record or other purchaser of a Building Envelope taking through such a Mortgage made to an Institutional Mortgagee that obtains title pursuant to remedies under the Mortgage or by deed in lieu thereof, and its successors and assigns (an "Assignee") shall not be liable for the share of the Common Master Expenses or Master Assessments by the Master Association chargeable to such Building Envelope which became due prior to the acquisition of title to such Building Envelope by such acquirer, but such unpaid share of Common Master Expenses or Master Assessments shall be deemed to be Common Master Expenses collectible from Owners of all the Building Envelopes, including such acquirer, its successors and assigns.

Section 10. Capitalization of Association - Working Capital Contribution. Upon acquisition of record title to a Building Envelope by the first purchaser thereof other than the Declarant or a Builder (acting in his professional capacity), a contribution shall be made by or on behalf of the purchaser to the working capital of the Master Association in an amount equal to one-sixth ($1/6$) of the amount of the annual Base Master Assessment per Completed Building Envelope for that year as determined by the Master Board. If possible, this amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Master Association. Otherwise, the Owner shall pay such amount to the Master Association within ten (10) days following receipt of an invoice. Such funds shall be held by Declarant and delivered to the Master Association at any time, but no later than the end of the Class B Control Period. Notwithstanding anything herein to the contrary, each Builder that holds title to a Building Envelope shall be liable for the payment of such working capital contribution not delivered to Declarant upon the conveyance of the Building Envelope by such Builder to an Owner other than a Builder, and such Builder shall pay such amount to Declarant within ten (10) days after receipt of written notice from Declarant.

ARTICLE VIII

ARCHITECTURAL STANDARDS - ARCHITECTURAL CONTROL COMMITTEE - BUILDERS

The Master Board of Trustees shall have the authority and standing, on behalf of the Master Association, to enforce in courts of competent jurisdiction decisions of the Architectural Control Committee (the "ACC") which is hereby established and shall have the duties and rights set forth in this Article VIII.

This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Master Declaration.

Section 1. Construction within the Community.

Without the approval of the ACC and in strict compliance with this Article, there shall be no "Construction" within the Community, which term shall include within its definition, without limitation, (i) staking, clearing, excavating, grading and other site work in connection with any building (or any part thereof), fence, walk or other structure, (ii) construction or installation of any new building or improvement or exterior alteration or modification of existing buildings or improvements, (iii) plantings or removal of plants, trees, grass or shrubs (collectively referred to as "landscaping"), except for landscaped areas or beds within six feet (6') of a Residence, (d) change of the color or exterior material(s) of the exterior finish of any structure or of architectural elements (including, without limitation, the roof, doors, windows and exterior walls of a Residence), and (e) installations on or to the roof or exterior walls of a Residence or on a Building Envelope.

Section 2. Jurisdiction of ACC. (a) New Construction. The Architectural Control Committee shall have jurisdiction over the construction of Residences and other structures and site improvements on Building Envelopes and Exclusive Use Areas undertaken by Owners, Builders or Neighborhoods within the Community. The Master Association shall prepare and promulgate design and development guidelines, all as part of the Design Criteria ("DC"). The DC guidelines may be different for different Neighborhoods. The DC guidelines and procedures shall be those of the Master Association, which shall have the exclusive right to amend the DC from time to time. The Master Association shall make the DC available to Owners, Builders and others who seek to engage in development of or Construction upon all or any portion of the Community and such Owners and Builders shall conduct their operations strictly in accordance therewith.

(b) Alterations. The Architectural Control Committee shall have exclusive jurisdiction over all other Construction within the Community, including, without limitation, exterior modifications, additions, or alterations made on or to existing Residences and Building Envelopes (including landscaping); provided, however, the Master Board may delegate this authority (in whole or in part) to the appropriate board or committee of any Neighborhood Association subsequently created or subsequently subjected to this Master Declaration so long as the Master Board has determined that such board or committee has in force review and enforcement practices, procedures, and appropriate standards at least equal to those of the ACC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice from the Master Board.

(c) City, Declarant and Golf Course Owner Exempt. Notwithstanding anything in this Article VIII which may be to the contrary, (i) the Declarant shall not be required to obtain approval from the ACC for any Construction undertaken, or caused to be undertaken, by the Declarant, (ii) the Golf Course Owner shall not be required to obtain approval from the ACC for any Construction within the Golf Course, including any Construction on the land within the Community on which the Golf Course has easement rights, and (iii) the City shall not be required to obtain approval from the ACC for any Construction within the Community undertaken or caused to be undertaken by the City.

Section 3. Structure of Committee. The ACC shall be composed of five (5) natural persons who need not be Members of the Master Association or Occupants of the Community. One (1) member of the ACC shall be an architect, but such architect and his or her firm shall not do any work for a Builder or Owner relating to any Residence or Building Envelope in the Community. Four (4) of the persons who shall serve on the ACC (including the architect referenced above) shall be designated from time to time by (a) Declarant so long as there shall be a Class B Member (unless Declarant shall sooner notify the Master Board in writing that Declarant has waived its rights under this subparagraph) and (b) the Master Board of the Master Association thereafter. In addition, the Class D Member, the Golf Course Owner, shall have the right to designate one (1) member of the ACC.

Section 4. Required Approval. The affirmative vote of three (3) members of the ACC shall be required in order to adopt or promulgate any rule or to issue any permit, authorization or approval pursuant to this Article. Notwithstanding the foregoing, if the Golf Course Owner shall vote against the adoption of any rule directly related to a Golf Course Lot or shall vote against the issuance of any permit, authorization or approval pursuant to this Article with respect to a Golf Course Lot, the affirmative vote of the remaining four members of the ACC shall be required in order to adopt or promulgate such rule directly affecting the Golf Course Lot or to issue a permit, authorization or approval pursuant to this Article with respect to a Golf Course Lot.

Section 5. Approval of Plans. (a) There shall be no Construction by an Owner, Builder or Neighborhood unless detailed plans and specifications of the proposed construction, installation or change including the description of any proposed new use therefore shall have been submitted to and approved in writing (except where approval results from nonaction) by the ACC.

(b) Applications for Construction ("Applications") shall comply with the applicable law and the Design Criteria, as the same may be amended from time to time by the Master Association as to the Construction of new Residences and such other manual(s) or criteria as may be adopted from time to time for existing structures including landscaping, which shall be on

file with the Master Association, as the same may be amended and approved by the Master Association from time to time. The Applications submitted to the ACC shall be in such form and shall contain such information, including, without limitation, three (3) copies of plans and specifications, including a grading plan specifying all grade changes from existing conditions, the proposed first floor and garage floor elevations, and the means by which surface drainage shall be controlled, and a landscape plan shall be prepared by a licensed architect (one (1) set of which shall be retained by the ACC), as may be reasonably required by the ACC. Copies of Applications for alterations or modifications of existing structures (including landscaping) shall also be submitted to the applicable Neighborhood Board concurrently with their delivery to the ACC.

(c) The ACC (or Neighborhood Board, if so delegated by the Master Board) shall hold an informal hearing on all Applications made by Owners of completed Residences. The Applicant and his or her representatives shall have the right to present arguments to the ACC. The hearing shall be open to all Members and Occupants of the Community, who shall have the right to speak at the hearing in the same manner as in municipal public hearings. The hearing shall be held within four (4) weeks after the Application is filed. The hearing shall be held within the Community, if possible, and if not there, within three (3) miles from the Community. The ACC (or Neighborhood Board, if so delegated by the Master Board) shall notify the Applicant of the time, date and place of such hearing at least five (5) days prior to the date of such hearing.

(d) In the event that the ACC fails to approve or disapprove any Application as herein provided or to request additional information within (i) forty-five (45) days after receipt of such Application by the Chairman of the Committee if no hearing is required, and (ii) within fourteen (14) days after a hearing has been held or forty-five (45) days after an Application shall have been filed, whichever is earlier, if a hearing is required, the same shall be deemed to have been approved, as submitted, and no further action shall be required, unless any time delay is attributable to the Owner or Occupant making the Application. The burden of proving receipt of an Application by the ACC, however, shall be on the Owner.

Section 6. Grounds for Disapproval. (a) The ACC shall have the right to disapprove any Applications submitted hereunder because of any of the following:

(i) Failure of such plans or specifications to comply with applicable laws or any covenants and restrictions contained in this Declaration, the Golf Course Declaration (as hereinafter defined), the DC, or any criteria then in effect.

(ii) Failure to include information as may have been reasonably requested;

(iii) Incompatibility of design or appearance (including color or type of exterior materials) of any proposed structure or building with any existing or contemplated structures or buildings or existing topography;

(iv) Objection to the location of any proposed structures;

(v) Objection to the grading plan;

(vi) Incompatibility of style of architecture, height or bulk or inappropriateness of any proposed building or structure; or

(vii) Any other matter which, in the reasonable judgment of the ACC, will render the proposed building or structure or use inharmonious with the general plan of the Community, or the buildings, structures or uses within the Community, or below the existing Community-Wide Standard or "Neighborhood-Wide Standard", established by the applicable Neighborhood.

(b) The applicable Neighborhood Board shall have the right to advise the ACC with respect to any Application requesting approval of any Construction in that Neighborhood.

(c) In any case where the ACC shall disapprove any Application 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 ACC 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 7. Rights of Appeal. If the ACC shall disapprove any Application submitted hereunder or any other matter brought before it, there shall be a right to appeal such decision to the Master Board. Such appeal must be submitted to the Master Board by the applicant, in writing, within thirty (30) days after receipt of notice of the decision from the ACC. No later than forty-five (45) days after receipt of the notice of appeal, the Master Board shall give the applicant the opportunity to have an informal hearing wherein the applicant and his or her representatives can present his arguments to the Master Board and thereafter the Master Board shall examine the Application and data submitted, as well as the grounds upon which the ACC disapproved such Application. The affirmative vote of the Master Trustees with at least seventy-five per cent (75%) of the voting power of the Master Board shall be required to reverse or modify a decision of the ACC.

Section 8. Builders. (a) No Construction shall be performed on any Building Envelope except by Builders who have first been approved by the Master Association and Declarant in

writing, it being the intent of the Master Association and Declarant to maintain the high quality of homes by permitting Construction only by Builders who have, in the judgment of the Master Association and Declarant, the ability and experience to build quality, custom homes in accordance with the general plan for the Community.

(b) The DC may establish specific building criteria for the Community or individual Neighborhoods. Where sidewalks are required, each Owner and Builder shall be responsible for installation of and payment for sidewalks required by the City, subject to the requirements of the City. The DC may contain requirements for the Owner and Builder to install required sidewalks and pay for them if the sidewalks have not been timely installed.

(c) Owners of Building Envelopes and Builders who are not Owners shall be responsible for keeping grass and weeds cut and the area free of any trash or debris, and keep all debris and mud off of the adjacent streets and highways. The Owner (and Builder) shall comply with all federal, state, county, municipal and other governmental statutes, laws, ordinances, rules and regulations (the "Legal Requirements"), including, without limitation, the Federal Water Pollution Control Act, with respect to erosion control and storm water pollution prevention. Each Owner and Builder shall comply with any plans adopted by Declarant and/or the Master Association and/or any Neighborhood Association with respect to any soil erosion control plans adopted by the City, Declarant, Master Association or any Neighborhood Association. In addition, each Builder shall maintain all Construction areas in a neat and clean condition according to applicable Legal Requirements, as befitting a first-class residential community, which may include seeding of land. Landscaping shall be installed pursuant to the approved plans and specifications prior to occupancy of a Residence, subject to unusual weather conditions. The ACC shall have the right from time to time to establish additional DC and/or to modify existing DC which will be applicable to all specified portions of the Community.

(d) Each Builder (and Owner of the Residence constructed by a Builder, whether or not such Residence was owned by the Owner during Construction) shall indemnify and save harmless the Master Association, Declarant, Neighborhood Association and the ACC, and all of their agents, employees and contractors, from and against any and all losses, damages, costs, fines, penalties, liabilities, costs and expenses, including, without limitation, attorney fees, arising out of the failure of the Owner or Builder to comply with all Legal Requirements or the requirements set forth in this Section 7.

(e) (i) In addition to the indemnity set forth above, each Builder (or Owner if a Residence being constructed is owned by an Owner) shall deposit with the Master Association the sum of Five Hundred Dollars (\$500.00) for each Residence

being constructed by such Builder (the "Security Fund") in the Community, to be held by the Master Association as security for the performance of all of the duties and covenants of the Builder set forth in this Declaration. In the event that a Builder shall violate any covenant set forth herein, the Declarant or the Master Association shall have the right, after giving notice of such violation to the Builder (except in an emergency) and the failure of the Builder to cure such defect within a time period specified in such notice, shall have the right to cause such compliance and the Builder shall pay to the Declarant or the Master Association the cost thereof, together with reasonable supervision charges which may be collected by the Declarant and/or the Master Association. If the Builder fails to reimburse the Declarant and/or the Master Association within seven (7) days following the rendering of an invoice, the Declarant and/or the Master Association shall have the right to use such Security Fund; but the Builder shall immediately replenish any part of the Security Fund used by the Declarant and/or the Master Association.

(ii) After the Builder shall have completed Construction of the Residence and the Residence shall be occupied by an Occupant, and after the Builder shall have complied with all of the duties and provisions set forth in this Declaration, then the Declarant and/or the Master Association, as the case may be, shall return to the Builder the balance of the Security Fund then held for such purpose, without interest. If there is a deficiency in such Security Fund with respect to any particular Residence in the Community, a Builder shall not be permitted to continue Construction or commence any new Construction until the Security Fund is replenished. In no event shall the Declarant or Master Association be required to pay any interest with respect to such Security Fund.

(f) No Owner or Builder shall apply to the City for a Building Permit until and unless the ACC shall have approved the Construction contemplated by the Builder or Owner. In addition, no Builder or Owner shall commence any proceedings before the City Board of Zoning Appeals, City Planning Commission, City Architectural Board, City Council or other required governmental authority or agency until the ACC shall have approved the Construction desired by such Owner or Builder.

Section 9. Violation of Article VIII. (a) If any Construction shall be undertaken upon any portion of the Community or any new use commenced on any portion thereof without the approval of the ACC (unless exempted pursuant to the provisions of this Article VIII), such Construction shall be deemed to have been undertaken in violation of this Article VIII and without the approval required herein. Upon written notice from any of the ACC, any trustee or officer of the Master Association or the Declarant, any such Construction upon any portion of the Community in violation hereof shall be promptly

removed and restored to its previous condition and any such use shall be terminated so as to extinguish such violation.

(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 same, either the Master Association or Declarant shall have the right, through agents and employees, to enter upon the land 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 using such force as may be reasonably required in the circumstances. 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 VIII. The rights and remedies of the Master Association and Declarant contained in this Article shall be non-exclusive and in addition to any other rights or remedies available at law or in equity and may be exercised at one time or separately. The Master Association and/or Declarant shall notify in writing the Person in violation of this Article VIII of all of the costs incurred to remedy same and any damages to which the Master Association or the Declarant may be entitled including attorney fees. If said amounts are not paid within ten (10) calendar days following said notification, then the Master Association shall have the right to levy a Special Master Assessment against said Owner and his Building Envelope.

Section 10. Costs of Architectural Control Committee. The Master Association shall pay the costs and expenses of the ACC which may include among other items, compensation for the architect, the ACC's support staff and the employment of other professional consultants. No members of the ACC shall be compensated except for any architects or other professionals appointed because of their professional competence. The costs of the ACC shall be a part of the Common Master Expenses of the Master Association.

Section 11. Liability of Members of Architectural Control Committee. No member of the ACC shall be liable to the Master Association, any Member, or any Person for his acts or omissions or for failure to act, except for acts of a malicious or wanton nature.

Section 12. No Waiver of Future Approvals. The approval of the ACC of any Applications or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ACC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar Applications, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent. Further no approval by the ACC of any Applications or

plans or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ACC, shall be deemed to constitute a warranty of any kind that the work provided for complies with any codes, laws or ordinances, or is safe or appropriate. Further, the approval by the ACC shall not in any way alleviate the requirement that building permits and other permits and approvals be obtained from applicable public authorities under the laws of such authorities.

Section 13. Variances. The ACC may authorize variances from compliance with any of the provisions of the DC or other criteria when circumstances such as topography, natural obstructions, excluding economic hardship or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate; and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in this Master Declaration, or (c) estop the ACC from denying a variance in other circumstances.

Section 14. Applicable Law. Every decision of the ACC is subject to applicable law; and the ACC does not warrant that its approval or denial of any Application or any part thereof constitute a representation that the plans and specifications are in accordance with applicable law.

ARTICLE IX

DAMAGE AND DESTRUCTION OF COMMON AREA FACILITIES

Section 1. Facilities. (a) Immediately after damage or destruction by fire or other casualty to all or any part of the Community covered by insurance written in the name of the Master Association, the Master 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 and restoration. As used in this paragraph, repair and restoration means repairing and restoring the Community to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) (i) Any damage or destruction to the Common Area facilities shall be repaired and restored unless the Master Trustees possessing at least seventy-five percent (75%) of the voting power of the Master Board shall decide within one hundred twenty (120) days after the casualty not to repair or restore. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or restoration, or both, are not made available to the Master Association within said period, then the period shall be extended until such information shall be made

available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area facilities shall be repaired or restored; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

(ii) In the event that it should be determined in the manner described above that the damage or destruction to the Common Area facilities shall not be repaired or restored and no alternative improvements are authorized, then and in that event the affected portion of the Community shall be restored to its natural state and maintained by the Master Association in a neat and attractive condition consistent with the Community-Wide Standard.

(c) If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired and restored, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs and restoration as hereinafter provided. Any proceeds remaining after defraying such costs of repair and restoration to the Common Area improvements shall be retained by and for the benefit of the Master Association and placed in a capital improvements account. In the event no repair and restoration is made, any insurance proceeds shall be retained by and for the benefit of the Master Association and placed in a capital improvement account. This is a covenant for the benefit of any Mortgagee of a Building Envelope and may be enforced by such Mortgagee.

(d) If after the damage or destruction to the Common Area and its improvements insurance proceeds are not sufficient to defray the cost of repair thereof, the Master Board shall, without the necessity of a vote of the Members, levy a Special Master Assessment against all Owners of Completed Building Envelopes on the same basis as provided for Base Master Assessments. Additional Special Master Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE X

CONDEMNATION

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Master Board acting on the written direction of the Master Trustees possessing at least two-thirds (2/3) of the voting power of the Master Board and of the Declarant during the Class B Control Period) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice

thereof. The award made for such taking shall be payable to the Master Association for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant during the Class B Control Period and thereafter the Master Trustees possessing at least seventy-five percent (75%) of the voting power of the Master Board shall otherwise agree, the Master Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefore, in accordance with plans approved by the Master Board. If such improvements are to be repaired or restored, the above provisions in Article IX hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, 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.

Notwithstanding the above, if an Exclusive Use Area is taken in condemnation proceedings, the Master Association shall first be entitled to an amount equal to the market value of land so taken. The Owner of the Building Envelope to which the Exclusive Use Area is appurtenant shall then be entitled to receive out of the balance thereof, the market value of the improvement installed on such land; and any balance shall belong to the Master Association. The Master Association shall in good faith make the determination as to the market value of the land and improvements.

ARTICLE XI

NO PARTITION

Except as is permitted in this Master Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Community or any part thereof seek any 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 (and then disposing of such real property) which may or may not be subject to this Master Declaration.

ARTICLE XII

RESTRICTIONS

The Community shall be used only for residential, recreational, and related purposes, which include, without limitation, offices for any property manager retained by the Master Association or sales or business offices for any Builder and/or the Declarant or the Master Association. Further, Neighborhood Declarations may impose stricter (but not more lenient) standards than those contained in this Declaration. The Master Association shall have standing and the power to enforce such standards.

The Master Association shall have authority to make and to enforce standards and restrictions governing the use of the Community in addition to those contained herein, and to impose reasonable user fees for use of recreation facilities and other Common Area facilities. This authority shall include, without limitation, the power to regulate the speed and flow of traffic on private roads within the Community. Such regulations and use restrictions shall be binding upon all Owners and Occupants until and unless overruled, cancelled or modified.

Section 1. Signs. No sign or other advertising device of any kind, temporary or permanent, shall be erected or placed within the Community without the prior written consent of the Master Board or the Declarant. The Master Board and the Declarant shall have the right to erect signs or other advertising devices and to permit Builders and realtors to erect signs and other advertising devices within the Community as the Declarant or the Master Board, in their discretion, deem appropriate. Notwithstanding the above, no signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Community shall be permitted within the Community.

Section 2. Parking - Motor Vehicles. Except as otherwise hereinafter provided vehicles shall be parked in the garages, the driveway exclusively serving a Residence, or in appropriate parking spaces or areas designated by the Master Board or Neighborhood Board (which parking spaces may or may not be assigned) and in no other areas within the Community, subject to such rules and regulations as the Master Board or the Neighborhood Board having concurrent jurisdiction over parking areas within a Neighborhood, may adopt. The Master Board may, in its discretion, require registration of vehicles of Occupants of Residences. The Declarant and/or the Master Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules and any applicable City requirements. Commercial vehicles (excluding two-axle trucks), tractors, mobile homes, trailers (either with or without wheels), campers, camper trailers, boats and boat trailers shall not be parked in the Community other than in garages unless permitted by the Master Board and then only in areas designated by the Master Board. The

storage of boats and recreational vehicles is prohibited upon the Community except in garages. Notwithstanding the above, the Declarant and the Builders, with the Declarant's or the Master Association's consent, shall be permitted to park vehicles in parking spaces and undeveloped areas designated by Declarant as may be necessary to perform construction, sales and other functions of the Declarant or Builders.

Section 3. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Community, except that dogs, cats, fish, birds or other usual and common household pets commonly found in first-class residential communities as permitted by the Declarant or the Master Association may be permitted in a Residence. The number of pets within a Residence may be regulated under rules adopted by the Master Board or by the Neighborhood Board. No pets, including, without limitation, cats, are permitted to roam free; those which, in the sole discretion of the Master Board, endanger the health, make objectionable noise or odors, or constitute a nuisance or inconvenience to the Owners or Occupants of other Residences or the Owner of any portion of the Community shall be removed upon request of the Master Board; if the Owner fails to honor such request, the pet may be removed by the Master Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Residence be confined on a leash held by a responsible person. Neighborhood Boards may impose more stringent restrictions on keeping, breeding or maintaining animals and pets.

Section 4. Nuisance. No portion of the Community shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Community that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Occupants of surrounding property. No so-called hazardous or toxic wastes or substances (as defined by any federal or state statute or law) shall be brought upon the Community or disposed of except in strict compliance with legal requirements. No noxious or offensive activity shall be carried on upon any portion of the Community, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any portion of the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community.

Section 5. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Building Envelope or Exclusive Use Area. The pursuit of

hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Community.

Section 6. Antennas. Except in accordance with rules and regulations to be adopted by the Master Board or the ACC, no exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Community, including any Building Envelope, without the prior written consent of the Master Board or Declarant. The Declarant and/or the Master Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Community, should any such master system or systems be utilized by the Master Association and require any such exterior apparatus.

Section 7. Basketball Facilities, Clotheslines, Garbage Cans, Tanks, Etc. All basketball hoops and backboards, clotheslines, garbage cans, and other similar items shall be located or screened so as to be concealed from view of neighboring Residences, streets, and property located adjacent to the Residence. 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.

Section 8. Subdivision of Residences. No Residence shall be subdivided or moved except with the prior written approval of the Master Board.

Section 9. Guns. The discharge of firearms within the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

Section 10. Pools. No outdoor swimming pools shall be erected, constructed or installed within the Community without the written consent of the Master Association or Declarant.

Section 11. Tents, Trailers and Temporary Structures. Except as may be permitted by the Declarant during initial construction of a Residence and other improvements within the Community, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon a Building Envelope or any part of the Community.

Section 12. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions, including, without limitation, trees, or debris shall be placed in these areas. No Person (other than Declarant or the Master Board with approval by the City) may obstruct or rechannel the drainage flows after location and

installation of drainage swales, storm sewers, or storm drains. Declarant and the Master Association each hereby reserves a perpetual easement across the Community for the purpose of altering drainage and water flow. Septic systems are prohibited within the Community.

Section 13. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes and approved by the Master Board.

Section 14. Air Conditioning Units. Except as may be permitted by the Master Board, no window air conditioning units may be installed in any Residence.

Section 15. Lighting. Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved in accordance with Article VIII of this Master Declaration.

Section 16. Artificial and Natural Landscaping, Exterior Sculpture, and Similar Items. No natural landscaping shall be removed, unless approved in accordance with Article VIII of this Master Declaration. Exterior sculpture, fountains, flags, and similar items must be approved by the ACC.

Section 17. Lakes and Water Bodies. All lakes, ponds, and streams within the Community, if any, shall be aesthetic amenities only, and no recreational use thereof, including, without limitation, swimming, boating, playing, fishing or use of personal flotation devices, shall be permitted. No piers or docks shall be constructed on any portion of lakes, streams or ponds, nor attached to the shoreline or banks thereof. The Master Association and Declarant 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 Community.

Section 18. Leasing. No Owner shall lease his or her Residence for less than six (6) months or lease a portion (but not all) of a Residence, without the prior consent of the Master Board. The names of all Persons leasing a Residence shall be furnished to the Master Association and Neighborhood Association by the Owner.

Section 19. Playground. Any playground or other play areas or equipment furnished by the Master Association or erected within the Community shall be used at the risk of the user, and the Master Association, Neighborhood Association and Declarant shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to the use thereof.

Section 20. Business Use. No trade or business may be conducted in or from any Residence, except that an Owner or

Occupant may conduct business activities within the Residence 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 Residence; (b) the business activity conforms to all zoning requirements for the Community; (c) the business activity does not involve door-to-door solicitation of residents of the Community; and (d) the business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, as may be determined in the sole discretion of the Master Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Residence shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant or Builders designated by the Declarant with respect to the development and sale of the Community or Residences within the Community.

Section 21. Repair or Removal of Damaged Property.

In the event that any improvement, building or structure within the Property shall be damaged or destroyed by any fire or other casualty the Owner shall promptly either (a) immediately commence the repair or rebuilding of said improvements following such damage or destruction and thereafter diligently and continuously complete the same, or (b) provided the following is not prohibited in any Neighborhood Declaration or this Master Declaration, raze said improvement, building or structure and remove rubble and debris from the area as promptly as possible in the circumstances, but in any event the improvement, building or structure shall be safe, sightly and in an aesthetic condition so as not to detract from the appearance of the Community.

Section 22. Waiver of Subrogation. Declarant, each Owner and Occupant, the Master Association, each Neighborhood Association, and any Person who owns, leases, operates or controls any Residence, improvement, building, structure, fixture, or item of personal property within the Community, as a condition of accepting title to a Building Envelope or possession of a Residence or other building or structure agrees for themselves, and their respective successors, heirs, executors, administrators, personal representatives, assigns and lessees, in the event that any Residence, building, structure, improvement, fixture, or item of personal property within the Community are damaged or destroyed by fire or other casualty that is covered by insurance or is coverable under standard fire and extended

coverage insurance policy with "all-risk" coverage, that the rights, if any, of the Person suffering a loss with respect to such damage or destruction and with respect to the losses resulting therefrom, no matter what the cause of such fire or other casualty, including negligence, are hereby waived to the extent of the proceeds of insurance covering such damage or destruction and to the extent of the proceeds of insurance which would have been available if a fire, extended coverage and all-risk policy covered such loss if no such policy existed.

Section 23. Grading. No Person shall change the grade of any portion of the Community without first obtaining the prior written consent of the Master Board or the ACC.

Section 24. Fences. Fences, invisible fences, walls, dog areas, or animal pens of any kind shall not be erected or permitted to remain upon any portion of the Community, unless otherwise approved by the Declarant, Master Board or ACC.

Section 25. Protection of Trees and Plants. Except as Declarant or a Builder shall determine with Declarant's consent, no tree shall be removed without the express authorization of the Master Association or the ACC which, in its discretion, may adopt and promulgate rules regarding the preservation of trees and other natural resources and the replacement of any trees removed.

Section 26. Exterior Appearance. The exterior of any building or structure in the Community shall not be altered, modified, changed, or redecorated in any way so as to change the appearance or decor or exterior of the structure, nor shall any change of the landscaping be made by an Owner (other than the installation of annual plants) without the authorization of the ACC or the Declarant.

Section 27. Lights on Exterior of Residence. For the purpose of providing security, each Owner shall provide one (1) light of the kind designated by the ACC on the exterior of the garage of each attached and detached Residence within the Community which shall automatically go on at dusk and remain on until dawn. Each Owner shall keep and maintain said light in good condition, repair, and working order and shall replace any burnt out bulbs as promptly as required. The Master Board may adopt rules in connection with said lighting.

Section 28. Violation of Article XII. If any Person required to comply with the foregoing covenants, conditions, and restrictions shall violate any one of the same, the Declarant or the Master Board shall have the right to give written notice to such Person to terminate, remove or alleviate such violation. Such notice shall expressly set forth the facts constituting such violation.

If within fifteen (15) days after the giving of such written notice of violation reasonable steps shall not have been taken toward the removal, alleviation or termination of same, or

if such remedial action is not prosecuted with due diligence until satisfactory completion of same, the Declarant or the Master Board, shall have the right, through their respective agents and employees, to enter upon that portion of the Community where the violation exists and to summarily terminate, remove or extinguish the same using such force as may be required. In addition to the foregoing, the Declarant or the Master Board shall have the right to obtain an injunction or other equitable relief from any court having jurisdiction for the cessation of such violation. The rights and remedies of the Master Board and the Declarant contained in this Paragraph shall be nonexclusive and in addition to any other rights or remedies available at law or in equity and may be exercised at one time or separately.

The Master Board or the Declarant shall notify in writing the Person in violation of this Article of all the costs incurred to remedy same (including attorneys' fees) and any other damages to which the Master Association or Declarant may be entitled. If such amounts are not paid within ten (10) days following said notification, then the Master Board shall have the right to levy a Special Master Assessment and, upon failure to pay such Special Master Assessment, may perfect a lien upon a portion of the Building Envelope owned by such Person. In addition, the Owner of any portion of the Community in violation of this Article shall be liable, jointly and severally, for any violations of an Occupant of such Owner's property.

ARTICLE XIII

EASEMENTS

The Community is hereby made subject to the following easements and reservations of easements, each of which shall, unless otherwise expressly provided, be non-exclusive, in perpetuity, run with the land, and inure to the benefit of and be binding upon the grantors and grantees thereof, each Mortgagee, and any other Person having an interest in the Community, or any part thereof, and the respective heirs, devisees, administrators, executors, personal representatives, successors and assigns of any of the foregoing.

Section 1. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each attached Residence and such portion or portions of the Building Envelope and Common Area adjacent thereto due to the unintentional placement or settling or shifting of the Residences or improvements constructed, reconstructed, or altered thereon (including overhangs) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point; provided, however, except for overhangs approved by the ACC or the Master Association, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Master Association.

Section 2. Easements for Roads, Utilities, Etc. - Dedication. There is hereby reserved unto Declarant, the Master Association, and the designees of each (which may include, without limitation, any Builders, Owners, governmental bodies, and any public or private utility company), blanket easements upon, in, across, over, and under all of the Common Area and, to the extent shown on a plat or other recorded document, the Building Envelopes, for ingress, egress, installation, tying into, using, replacing, repairing, and maintaining master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, lakes, ponds, drainage systems, lights, and all Utility Facilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity.

In the event that any Person shall tie into and use any Utility Facilities now or hereafter located in, upon, over, or under the surface of the land of the Community, the beneficiary may be required to pay a proportionate share of the costs of constructing, installing, maintaining, repairing, and replacing such Utility Facility based on the proportion the use thereof by each such beneficiary bears to the total use thereof by all Persons using such Utility Facility.

Notwithstanding anything to the contrary contained in this Section, no Utility Facilities may be installed or relocated on the Community, except as may be approved by the ACC or the Master Board.

Should any Person furnishing a service covered by the general easement herein provided or should any Person benefiting from a general easement herein provided request a specific easement by separate recordable document, the Master Association shall have the right to grant such easement over the Common Area. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Community.

The Master Board, by the Master Trustees possessing at least two-thirds (2/3) of the voting power of the Master Board, or the Declarant during the Class B Control Period, shall have the right and power to dedicate or cause the dedication of portions of the Common Area to Cuyahoga County, the City, or to any other local, state, or federal governmental entity.

Section 3. Easement for Ingress and Egress. There is hereby created a blanket easement upon, across, over and through the sidewalks, walkways, roads, bike paths, trails, parking areas, and all other Common Area in favor of Declarant, the Master Association, all Owners and Occupants of Residences, and the guests, licensees, contractors, employees and invitees of such parties, for pedestrian, automobile, and, as may be regulated by the Master Board, other vehicular ingress and egress to and from the various portions of the Community and the public roads, provided that nothing in this Paragraph shall be deemed to authorize a trespass upon a Building Envelope.

Section 4. Easements for Construction, Alterations, etc. Easements are hereby created in favor of Declarant, the Master Association, and the designees of each (which may include, without limitation, any Builder, Owner, governmental body, and any public or private utility company), and their respective employees, agents, contractors and invitees, upon portions of the Common Area necessary in connection with the construction, alteration, rebuilding, restoration, maintenance and repair of any Residence or Common Area facility within the Community; provided that in the exercise of any rights under this easement, there shall be no unreasonable interference with the use of any building or structure on the Community. Any grantee of the foregoing easement (other than a governmental body) shall indemnify and save harmless the Declarant, the Master Association and each Owner from and against any and all lawsuits, damages, liabilities, claims and expenses, including reasonable attorneys' fees, resulting from any construction, rebuilding, alteration, restoration, maintenance and repair within the Community and shall repair any damage caused in connection with such activities. The Architectural Control Committee, the Master Board, or the Declarant shall have the right to promulgate rules and regulations in connection with the use of the Common Area pursuant to this easement.

Section 5. Easement for Use of Common Area and Facilities - Exclusive Use Area. (a) Declarant, all Owners, Occupants and the guests of such parties shall have the right to enter upon and use and enjoy the Common Area and facilities thereon in accordance with and subject to the provisions of this Master Declaration and Neighborhood Declaration and the applicable rules and regulations of the Master Association and Neighborhood Association.

(b) All Owners and Occupants and the guests of such parties, shall have the right to enter upon, use and enjoy the Exclusive Use Areas designated for their use in accordance with and subject to the provisions of this Master Declaration, Neighborhood Declaration, and the applicable rules of the Master and Neighborhood Associations.

Section 6. Easement for Attachment. Easements are hereby declared and granted to the Owners of abutting attached Residences to use the common wall of such residences or to attach the wall of such residence to the wall of the abutting Residence, as the case may be, and in either event to support such wall, and to otherwise share said wall in connection with good construction practice, subject to the applicable provisions of the Neighborhood Declaration.

Section 7. Easement Over Building Envelopes. If a Residence is constructed within eight feet (8') from an adjoining Building Envelope, the Owner and Occupants and their respective employees, agents, and contractors of such Residence shall have the right and easement to go upon such adjoining Building Envelope (but not more than eight feet (8') from such

Residences), in connection with the inspection, maintenance, repair, alteration and replacement of such Residence.

Section 8. Easement for the Benefit of the City.

Easements are hereby granted to the safety forces and other officials and employees of the City to enter upon the Common Area in connection with the lawful exercise of the police power of the City and the administration of their municipal duties.

Section 9. Granting Easements to Others. The Master Association shall have the right to grant to others temporary and permanent easements to use portions of the Common Area and the facilities thereon, and/or Utility Facilities therein (a) as may be reasonably necessary or desirable in connection of the use and operation of the Common Area and the development of the Community, or (b) as may be approved by the Master Board, whether or not the granting of such an easement shall be beneficial to the Community so long as it shall have no material adverse effect on to the Community, in the sole discretion of the Master Board. For example, the Master Association shall have the right to grant to the owner of adjacent property the right to install a utility line in a portion of the Common Area serving his property or to tie into a Utility Facility located within the Community without violation of this Master Declaration and without the authorization of the Class A Members, so long as such grant shall not in the sole discretion of the Master Board have a materially adverse effect on the Community. In granting such easements, an Owner of a Building Envelope may be requested by the Master Board to grant such an easement under the surface of the land located within a Building Envelope, except where a Residence has been or will be constructed; and each Owner and his or her respective Mortgagees, by acceptance of a deed conveying such ownership interests or a Mortgage encumbering such ownership interest, as the case may be, hereby agree to grant and execute in recordable form such easements and Mortgage subordinations necessary to grant such easements and to subordinate any Mortgages in favor of such easements as the Master Association shall determine is necessary and such Owner and Mortgagees irrevocably appoint the Master Board and any trustee thereof his or her attorney-in-fact, coupled with an interest, and authorize, direct and empower such attorney, at the option of the attorney, to execute, acknowledge and record for and in such name of such Owner and his or her Mortgagees such easements, subordinations of Mortgages, or other instruments as may be necessary to effect the foregoing. It shall, however, be a condition of the granting of any such easement and/or subordination that the grantee of such easement agree in such easement document to restore the land and any improvements thereon and to indemnify the Owner with respect to such easement.

Section 10. Parking Easements. The Declarant and each Builder, their respective agents, employees, and contractors, shall have the right and easement to park in parking spaces and undeveloped areas designated by the ACC or by Declarant during the Class B Control Period for such purpose as may be necessary

during construction of site improvements, Residences and other structures or the repair and maintenance thereof, or in connection with the sales of Residences and Building Envelopes.

Section 11. Easement to Maintain Sales Offices, Models, etc. Notwithstanding any provisions contained in this Master Declaration to the contrary, so long as construction and initial sales of Residences shall continue, it shall be expressly permissible for Declarant and those designated in writing by Declarant (including, without limitation, Builders), to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, incidental or desirable for the sale of Building Envelopes and the construction or sale of Residences and related improvements, including, but not limited to, administrative/customer services, construction offices/trailers, parking signs, signs, model Residences, and sales and resales offices. The Declarant, and those designated in writing by the Declarant (including, without limitation, approved Builders), and their guests, licensees and invitees shall have an easement for access to such facilities and for use of other facilities reasonably required. If approved by the Declarant in writing, the right to maintain and carry on such facilities and activities shall include specifically the right to use portions of the clubhouse within the Park for offices, sales and/or related uses (and use of the stairs, halls, bathroom facilities and other facilities as may be reasonably required in the exercise of the rights granted herein) and the right to use Residences for models and sales offices. This paragraph may not be amended without the express written consent of Declarant so long as Declarant owns any land within the Community.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Occupants Bound. All provisions of the Master Declaration, Master By-Laws and of any rules and regulations or restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide sanctions against Owners shall also apply to all Occupants. Every Owner shall cause all Occupants to comply with the Master Declaration, Master By-Laws, and the rules and regulations promulgated with respect thereto and such Owner shall be liable for all violations and for all losses to the Common Area and facilities caused by such Occupants, notwithstanding the fact that such Occupants of a Residence are also fully liable and may be sanctioned for any violation of the Master Declaration, Master By-Laws, and rules and regulations promulgated pursuant thereto.

Section 2. Term. The covenants and restrictions of this Master Declaration shall run with the land and bind the Community, and shall inure to the benefit of and shall be enforceable by the Master Association and Declarant and shall be

binding on the Master Association, Declarant and all Owners, and their respective legal representatives, heirs, successors, and assigns, for the term of fifty (50) years from the date this Master Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument in writing, signed by at least two-thirds (2/3rds) of the then Owners and their Mortgagees, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to terminate the same, in which case this Master Declaration shall be terminated.

Section 3. Amendment. (a) The Declarant shall have the sole right to amend this Master Declaration during the Class B Control Period unilaterally so long as the amendments shall not change the voting rights of the Class A and Class C Members or the method of calculating Master Assessments pursuant to Section 2 of Article VII. After the Class B Control Period, this Master Declaration may be amended only by the affirmative vote or written consent of the Master Trustees possessing at least seventy-five percent (75%) of the voting power of the Master Board and the written consent of the Class B Member so long as there exists a Class B Member. However, the requirements necessary to amend a specific clause referred to in this Master Declaration shall not be less than the prescribed requirements for that particular action specified under that clause. Notwithstanding the foregoing, neither the Declarant nor the Master Trustees shall have the right to amend this Declaration in such manner that will materially change the obligations with respect to Golf Course Lots (as opposed to changes relating to Building Envelopes in general or to Building Envelopes within a particular Neighborhood which apply to both Golf Course Lots and other Building Envelopes) without the written approval of the Golf Course Owner. If within twenty (20) days after receipt of notice of a proposed amendment to this Declaration the Golf Course Owner shall not notify the President of the Master Association or the Master Board that the Golf Course Owner does not approve such amendment, it shall be deemed that the Golf Course Member shall have approved such amendment. In addition, no amendment to this Declaration which materially changes any rights of the City shall be effective without the prior written consent of the Director of Law of the City. In addition, no termination of this Declaration shall be effective without the prior written consent of the City Director of Law or the Golf Course Owner. Any amendment to be effective must be recorded in the public records of Cuyahoga County, Ohio.

(b) Notwithstanding the above, the Master Board shall have the right to amend this Master Declaration, the Articles of Incorporation and/or the Master Bylaws without the consent of any Person to correct errors of omission or commission or as required to comply with the 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 Administration, the Veterans Administration, or any other governmental agency or

public or quasi public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, or to bring the Master Declaration, the Articles of Incorporation and/or the Master By-Laws in compliance with applicable laws.

(c) Each Owner and Mortgagee shall be deemed to have knowledge of any amendment made pursuant to this Section 3 upon the recording of such amendment in the Cuyahoga County Records; and each Owner and Mortgagee shall be entitled at any time to request from the Declarant or the Master Board copies of the Master Declaration as then amended. The Master Board shall have the right to charge a reasonable fee for performing such service. In addition, upon the enactment of any amendment, the Master Board shall attempt to post in a conspicuous place (such as the clubhouse within the Park) or to send letters (ordinary mail or hand delivery) to each Owner to summarize any amendment made; but the non-receipt of any such summary or the failure of the Master Board to comply with this Paragraph shall not affect the foregoing conclusive presumption that the Owner has knowledge of and shall be bound by any such amendment upon the recording of the Amendment.

(d) If a Person votes for or consents to any amendment to this Master Declaration or the Master By-Laws, it will be conclusively presumed that such Person has the authority so to vote for or consent and no contrary provision in any Mortgage or contract between such Person and a third party will affect the validity of such amendment.

(e) 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 any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5. Right of Entry. The Master Association shall have the right, but not the obligation, to enter into any Residence for emergency, security, or safety reasons, which right may be exercised by the Master Board of Trustees, officers, agents, employees or Managers. Except in an emergency situation, entry shall only be made during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Master Association to enter a Residence to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Master Board.

Section 6. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Master Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 7. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Master Association unless approved by a vote of the Master Trustees possessing at least seventy-five (75%) percent of the voting power of the Master Board. 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 Master Assessments as provided in Article VII hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Master Association in proceedings instituted against it. This Section shall not be amended during the Class B Control Period unless such amendment is made by the Declarant.

Section 8. Cumulative Effect; Conflict. The covenants, restrictions, and provisions of this Master Declaration shall be cumulative with those of any Neighborhood Association and the Master Association may, but shall not be required to, enforce the latter; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any article of incorporation, by-laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Neighborhood Association shall be subject and subordinate to those of the Master Association. The foregoing priorities shall apply, but not be limited to, the liens for Master Assessments created in favor of the Master Association.

Section 9. Use of the Words "Aberdeen" or "Aberdeen Community Master Homeowners Association". No Person shall use the words "Aberdeen" or "Aberdeen Community Master Homeowners Association" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant during the Class B Control Period and the Master Association thereafter. However, Builders and Owners may use the terms "Aberdeen" or "Aberdeen Community Master Homeowners Association" in printed or promotional matter where such term is used solely to specify that particular property is located within the Community.

Section 10. Security. (a) NEITHER THE MASTER ASSOCIATION, MASTER BOARD NOR THE DECLARANT IS UNDER ANY OBLIGATION OR DUTY TO PROVIDE ANY SECURITY FOR OR ON BEHALF OF ANY OWNER, OCCUPANT, OR RESIDENCE. NEITHER THE MASTER ASSOCIATION NOR THE DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE SECURITY. ALL OWNERS,

TENANTS, OCCUPANTS, GUESTS, AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE DECLARANT AND MASTER ASSOCIATION, ARE NOT INSURERS AND THAT EACH OWNER, TENANT, OCCUPANT, GUEST, AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, TO RESIDENCES AND TO THE CONTENTS OF RESIDENCES. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE TO ANY OWNER OR OCCUPANT, NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING SECURITY AND NONE SHALL BE IMPLIED IN LAW.

(b) Notwithstanding the above, the Master Association shall have the right (but not the obligation) acting through the Master Board to provide any security measures for the benefit of the Community it deems desirable from time to time.

Section 11. Indemnification. The Master Association shall indemnify Declarant and every officer of the Master Association and Master Trustee, against any and all expenses, including counsel fees, reasonably incurred by or imposed upon Declarant or such officer or Master Trustee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Master Board or Declarant) to which it, he or she may be a party by reason of being or having been the Declarant, an officer or Master Trustee. The Declarant, officers of the Master Association and Master Trustees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance or bad faith. The Declarant, officers and Master Trustees shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Master Association (except to the extent that such Declarant, officers or Master Trustees may also be Owners), and the Master Association shall indemnify and forever hold Declarant and each such officer and Master Trustees free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which Declarant, any officer or Master Trustee, or former officer or Master Trustee may be entitled.

Section 12. Exhibits. All exhibits referred to in this Master Declaration are attached to and made a part hereof.

Section 13. Miscellaneous. The Section headings are used for convenience only and shall not be used in the interpretation of any matters herein. Use of the masculine or any other gender shall include the feminine and the neuter genders, and visa versa.

ARTICLE XV

MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of Institutional Mortgages on Residences in the Community. The provisions of this Article apply to both this Master Declaration and to the Master By-Laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. A first Institutional Mortgagee and any insurer or guarantor of a first Institutional Mortgage who provides written request to the Master Association (such request to state the name and address of such holder, insurer, or guarantor and the Residence address, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Residence on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of Master Assessments owed by an Owner of a Residence subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first institutional Mortgage, upon request, is entitled to written notice from the Master Association of any default in the performance by an Owner of a Residence of any obligation under the Master Declaration or Master By-Laws which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Master Association; or

(d) any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of foregoing. Unless at least two-thirds (2/3) of the first Institutional Mortgagees or the Master Trustees possessing at least two-thirds (2/3) of the voting power of the Master Board consent, the Master Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Master Association owns, directly or indirectly (the granting of easements for public utilities or for other purposes as permitted herein and not inconsistent with the

intended use of the Common Area, the transfer of Common Area in accordance with Article III hereof and the transfer of diminutive portions of the Common Area by Declarant or the Master Board in good faith shall not be deemed a transfer within the meaning of this subsection);

(b) change the method of determining the obligations for Master Assessments, dues, or other charges which may be levied against an Owner of a Residence (a decision, including contracts, by the Master Board or provisions of any Neighborhood Declaration subsequently recorded on any portion of the Community regarding assessments for Neighborhoods or other similar areas shall not be subject to this provision where such decision or Neighborhood Declaration is otherwise authorized by this Master Declaration);

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Residences and of the Common Area (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);

(d) fail to maintain insurance, as required by this Master Declaration; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

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

Section 3. No Priority. No provision of this Master Declaration or the Master By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Institutional Mortgagee of any Building Envelope in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Master Association the name and address of the holder of any Mortgage encumbering such Owner's Residence.

Section 5. Amendment by Board. Should the Federal National Mortgage Master Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Master Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 6. Applicability of Article XV. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Master Declaration, Master By-Laws, or Ohio corporate law for any of the acts set out in this Article.

Section 7. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Master Board to respond to or consent to any action shall be deemed to have approved such action if the Master Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Master Association's request.

ARTICLE XVI

GOLF COURSE - RESTRICTIONS ON GOLF COURSE LOTS

Section 1. Highland Heights Ordinance. Section 1124.06 of the Codified Ordinances of the City requires that the Declarant guaranty to the City the completion of the golf course within two (2) years following issuance of the first building permit for a Residence within the Community. Further, the Ordinance provides that the owner of the golf course shall cause to be recorded in the office of the Cuyahoga County Recorder a deed, declaration or other instrument requiring that the land upon which the golf course is constructed shall be restricted in perpetuity (except as provided in the Ordinance) for golf course use and for no other use, which restriction shall run with the land. The deed transferring the Golf Course to the Golf Course Owner provides that the Golf Course shall be used for golf course purposes in perpetuity.

Section 2. Construction of the Golf Course. The Golf Course Owner has agreed in the Golf Course Declaration to develop the Golf Course by constructing, at its cost, thereon:

(a) a golf course and driving range with not less than twenty-five (25) tees;

(b) a pro shop and starting facility, with golf merchandising areas and food and beverage service facilities, together with parking spaces for not less than two hundred fifty (250) automobiles, and a private roadway, twenty-four feet (24') in width, on and across the area which is subject to an easement from Declarant in favor of

the Golf Course Owner connecting the clubhouse area of the Golf Course with Aberdeen Boulevard;

(c) an automatic irrigation and sprinkler system for all tees, greens and fairways;

(d) cart paths serving each hole of the Golf Course;

(e) such maintenance building, cart storage and repair facilities and other improvements as may be necessary or reasonably appropriate for the operation of the Golf Course; and

(f) all improvements located at, or on the Golf Course as necessarily appropriate to implement the Storm Water Management Improvement Plans (as defined in the Development Agreement defined in Section 1 of Article XVII) developed by the City, Declarant and the Golf Course Owner.

Section 3. General. Neither membership in the Master Association nor ownership or occupancy of a Building Envelope or Residence shall confer any ownership or other interest in the Golf Course. Rights to use the Golf Course will be granted only by the operator of the Golf Course to such Persons and on such terms and conditions as may be determined from time to time by the operator of the Golf Course. Owners and Occupants of Residences, however, shall enjoy the same rights as other residents of the City with respect to eligibility for and duration of membership, use rights, categories of use and extent of use privileges. The number of users of the Golf Course shall be determined by the operator of the Golf Course.

Section 4. Continuance of Golf Course. All Persons, including all Owners, are hereby advised that no representations or warranties have been or are being made by the Declarant, its agents and employees, or any other Person with regard to the Golf Course or the operation of the Golf Course, or the continuance of the operation of the Golf Course.

Section 5. Restrictions on and Easements Affecting the Golf Course and Golf Course Lots. The following are among the restrictions, covenants and easements set forth in the Golf Course Declaration, which should be read by all Owners, Occupants and Builders as the Golf Course Declaration is superior to this Declaration and binds all Owners, Occupants and Builders within the Community:

(a) Minimum Setback. No building, structure or improvement of any kind (including, without limitation, fences, as described below, swimming pools, dog runs, or animal pens), shall be located, erected or installed on any Golf Course Lot within twenty-five feet (25') from the boundary of the Golf Course.

(b) Owner's Maintenance Responsibility. Each Owner of a Golf Course Lot shall maintain his or her Golf Course Lot, and all Residences and structures thereon, in a neat and sightly manner, free from debris and reasonably free of weeds, in order to provide an attractive appearance when viewed from the Golf Course.

(c) Above-ground Pools. No above-ground pools shall be erected, constructed or maintained on any Golf Course Lot.

(d) Rights of Golf Course Owner in the Community. The Golf Course Owner shall have the right to appoint one (1) member of the Board of Trustees of the Master Association, one (1) member of the ACC or review board or such other board or committee as may from time to time be established, whether by the Master Association or by any Neighborhood Association covering a portion of the Community including any of the Golf Course Lots, for the purpose of reviewing, approving or establishing Design Criteria for any original construction of Residences, site improvements, Utility Facilities, and any other buildings or structures on any Neighborhood which includes a Golf Course Lot. The Golf Course Owner's appointee to the Master Board and to such other Neighborhood Boards or Committee shall at all times have full power to vote in any and all meetings and otherwise as may be required.

(e) Use of Golf Course Lots. All Golf Course Lots shall be used only for residential, recreational and related purposes (which may include offices for any property manager retained by the Master Association or any Neighborhood Association or sales or business offices for the Builders and/or Declarant), all as more particularly set forth in the Golf Course Declaration.

(f) Residence Sizes on Golf Course Lots. (i) Each Residence constructed upon a Golf Course Lot shall contain not less than eighteen hundred (1,800) square feet of living area (exclusive of basement, porch, unfinished attic space and garage space) and shall include only attached garages. No accessory building shall be permitted on any Golf Course Lot, other than cabanas adjacent to a swimming pool; no such cabana may be located within the twenty-five foot (25') setback area. No fences shall be constructed along the lot line of a Golf Course Lot facing the Golf Course or along the sidelines of said Lots or otherwise within the twenty-five foot (25') setback area.

(ii) In the event that a building, structure or structures containing attached housing units shall be located on any Golf Course Lot, no such structure shall contain more than three (3) Residences, and each such attached Residence shall comply with the foregoing

minimum-area requirement. That portion of each attached Residence which faces the Golf Course shall be staggered, so as to offset such Residence from each other Residence located within the same building.

(g) Violation of Restrictions. The Golf Course Declaration contains rights and remedies for the violation of any of the restrictions set forth in the Golf Course Declaration.

(h) Easement for Golf Balls. Every Golf Course Lot shall be and is hereby burdened with an easement permitting golf balls unintentionally to come upon the Golf Course Lots, and for golfers at reasonable time and in a reasonable manner to come upon the Golf Course Lot to retrieve errant golf balls. Neither Declarant nor the Golf Course Owner shall have any liability to any Owner or otherwise for, and each is hereby released from, any damages caused by errant golf balls or for the actions (or omissions) of golfers in retrieving the same.

(i) Other Easements. (i) In the Golf Course Declaration, Declarant and the Golf Course Owner grant and convey to the other all easements recorded or contained in the Recorded Plat or any related plats to be filed for record, which easements shall (unless otherwise clearly indicated) be perpetual and shall run with the land.

(ii) The Golf Course Owner shall have certain rights with respect to easements for Utility Facilities and otherwise within the Community, including construction easements to facilitate the development and construction of the Golf Course and the concurrent construction of the Infrastructure Improvements (as defined in the Golf Course Declaration) and the development and construction of planned improvements within the Community.

(iii) The Declarant and the Golf Course Owner have agreed to cooperate with each other in the granting of easements as may be necessary for temporary construction purposes or for ingress or egress to any portion of the Community and the Golf Course for which the same shall be necessary to facilitate any construction required or contemplated under the Golf Course Declaration (including construction of the Golf Course and Residences, improvements and structures within the Community), or to facilitate storm water drainage, or for the installation, access, use, repair, replacement or maintenance of Utility Facilities. The specific location of any easements to be granted shall be specifically approved by the Declarant and the Golf Course Owner, and any Owner affected thereby; which approval shall not be unreasonably withheld.

(iv) From and after the date on which a Building Envelope is conveyed to an Owner, the Golf Course Owner shall have no further right to request or require that easements contemplated in the Golf Course Declaration be granted on, over, under or across such Building Envelope; and Declarant has agreed that the Owners shall have no further right to request or require that the easements contemplated in the Golf Course Declaration be granted on, over, under or across the Golf Course from and after the date that the Golf Course is in operation.

(j) Occupants Bounds. All provisions of the Golf Course Declaration shall apply to all Occupants, guests and invitees of any Residence. Every Owner shall cause all Occupants of his or her Residence to comply with the Golf Course Declaration; such Owner shall be liable for all violations and for all losses caused by such Occupants, notwithstanding the fact that such Occupants of a Residence are also fully liable and may be sanctioned for any violation of the Golf Course Declaration, by a writing signed by the Golf Course Owner and Declarant.

(k) Consult Golf Course Declaration. The provisions of this Declaration relating to the Golf Course Declaration are in summary form and are not intended to amend or in any way change the provisions of the Golf Course Declaration. In the event of a conflict between the provisions of this Declaration relating to the Golf Course and the Golf Course Declaration, the provisions of the Golf Course Declaration shall control. Therefore, every Owner, Occupant and Builder are urged by Declarant to read the Golf Course Declaration.

ARTICLE XVII

WARRANTIES, COVENANTS AND DISCLOSURES REQUIRED PURSUANT TO THE ABERDEEN TRI-PARTY DEVELOPMENT AGREEMENT

Section 1. Development Agreement. Declarant, the City and the Golf Course Owner have entered into the Aberdeen Tri-Party Development Agreement dated as of the 22nd day of December, 1994 (the "Development Agreement"). Under the Development Agreement, Declarant has made certain warranties, representations, disclosures, covenants, restrictions and agreements which Declarant has agreed to impose upon the Master Association, the Owners within the Community, all Builders within the Community, and Declarant, as hereinafter set forth in this Article XVII.

Section 2. Construction of Public Dedicated Streets or Private Streets. (a) The City has permitted Declarant to construct either private streets or public dedicated streets within the Community, except for Aberdeen Boulevard which shall

be a public dedicated street. If streets are developed as private streets:

(i) the front building setbacks of Residences shall be a minimum of thirty-five feet (35') from the nearest edge of street pavement, pursuant to Section 1124.05(a)(3)(A).(2). of the City's Planning and Zoning Code,

(ii) the construction of sidewalks in each Neighborhood in the Community will be optional on the part of Declarant, and

(iii) if constructed, sidewalks may be located above the underground utilities, such as sewers and water lines.

(b) Private streets in the Community may later be dedicated as public streets, provided that such streets meet the applicable standards for public streets as set forth in Chapter 1124 to the City's Planning and Zoning Code ("Chapter 1124"), except as modified as hereinafter set forth. The City has agreed in the Development Agreement to accept the dedication of private streets in the Community if, but only if, the requirements for dedicated streets in the Community set forth in Chapter 1124, except as hereinafter provided in this Section 2 are met, including, without limitation, the minimum dwelling unit setback set forth in Chapter 1124. In order to avoid confusion concerning these requirements, Declarant hereby discloses these requirements to all Builders who propose to develop Neighborhoods within the Community, and Declarant hereby requires each such Builder to disclose such requirements to the potential Owners who buy any Building Envelopes in such Neighborhood, in addition to the disclosure to such potential Owners as set forth in this Section 2 of this Article XVII. Such disclosure by Builders to potential Owners of Building Envelopes, in addition to this disclosure set forth herein, shall inform such potential Owners whether or not later dedication of the streets within such Neighborhood is possible, due to the actual setbacks of the Residences built in such Neighborhood or other factors and, if so, the extent to which landscaping will need to be removed in order to meet the minimum right-of-way requirements set forth in Section 2 of this Article XVII below.

(c) Notwithstanding anything contained in this Section 2 which may be to the contrary, in the event that Declarant determines to install dedicated streets in any Neighborhood, the following terms and conditions shall apply, notwithstanding anything to the contrary which may be set forth in the City's Planning and Zoning Code:

(i) the right-of-way of such dedicated streets shall be a minimum of fifty feet (50') in width and the pavement of such dedicated streets shall be a minimum of twenty-five feet (25') in width, including curbs;

(ii) the front building setback of Residences abutting any such dedicated street shall be a minimum of thirty-five feet (35') from the nearest edge of the street curb; provided, however, that no Residence may be closer than sixty feet (60') from the nearest edge of the pavement of Aberdeen Boulevard;

(iii) sidewalks shall be constructed by Declarant or the Declarant of any Neighborhood, as the case may be, on both sides of any such dedicated street, provided that no sidewalk need be installed around a cul-de-sac;

(iv) sidewalks may be constructed by Declarant or a Neighborhood Declarant, as the case may be, within the right-of-way above underground utility lines; provided, however, that in the event such sidewalks must be removed and replaced in order to repair such underground utilities, the City shall not be responsible for the cost of replacement of such sidewalks and such responsibility shall be borne by the abutting property Owner (or by the appropriate Neighborhood Association, if so provided in the Master Declaration or By-Laws of such Neighborhood Association);

(v) sidewalks shall be located a minimum of seven feet (7') away from the nearest edge of the curb of any such dedicated street; and

(vi) trees shall be planted by Declarant on both sides of any such dedicated street and ornamental street lighting shall be installed by Declarant on one (1) side of any such dedicated street.

Section 3. Construction of Residences in Neighborhoods Designated as a Flood Plain Zone. No Residences shall be constructed in those portions of the Neighborhoods that are designated as a "Flood Plain Zone" on the Federal Insurance Rate Map until such time as the Federal Emergency Management Agency ("FEMA") issues a Letter of Map Revision to delete these areas from the Flood Plain Zone.

Section 4. Future Assessments Against Building Envelopes. (a) The City has agreed to construct certain "Assessed Improvements" which are defined in the Development Agreement and which consist of Aberdeen Boulevard, turning lanes on and widening Bishop Road and Miner Road at their respective intersections with Aberdeen Boulevard, a ten foot (10') wide deep-strength asphalt multi-purpose trail along one side of Aberdeen Boulevard, two (2) golf cart underpasses under Aberdeen Boulevard, a sanitary sewer line between Aberdeen Boulevard and Bishop Road, enclosed storm sewer of approximately five thousand feet (5,000') in length, the Northerly Retention Basin on an approximately ten (10) acre site as shown on Exhibit B hereto (the "Northerly Retention Basin"), a cul-de-sac at the western end of Castlehill Drive and traffic signalization at the

intersections of Aberdeen Boulevard, Bishop Road and Strathaven Drive and Aberdeen Boulevard, Miner Road and Coldstream Road (collectively, the "Assessed Improvements").

(b) Declarant has agreed in the Development Agreement to reserve amounts from the sale proceeds of Building Envelopes as determined pursuant to a formula set forth in the Development Agreement (the "Assessment Reserve") and to deliver those amounts to the City as set forth in that agreement. Those amounts will be applied toward the cost of the Assessed Improvements and will be paid by Declarant for a period ending on or about the end of the fifth (5th) year following the date the City issues its original bond anticipation notes to finance those Assessed Improvements, i.e., on or about December 19, 1999.

(c) Declarant hereby discloses to all Builders and Owners that all Building Envelopes for which an Assessment Reserve has not been paid to the City in accordance with the Development Agreement shall be encumbered by a lien of special assessments in favor of the City securing the payment of all costs in connection with the Assessed Improvements, including, without limitation, interest and premium, if any, on bond anticipation notes and bonds issued by the City to finance the costs of the Assessed Improvements, and costs of issuance of such notes and bonds. NO ASSESSMENTS WILL BE IMPOSED ON ANY BUILDING ENVELOPES FOR WHICH PAYMENT OF THE ASSESSMENT RESERVE HAS BEEN RECEIVED BY THE CITY IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT.

Section 5. No Direct Driveway Access for Residences on Aberdeen Boulevard. The Residences and Building Envelopes on land which abuts Aberdeen Boulevard shall have no direct driveway access to Aberdeen Boulevard.

Section 6. Esplanades. Declarant has agreed to install two (2) esplanades at the entrances to Aberdeen Boulevard, which shall be deemed to be a Common Area of the Community. The Master Association shall be responsible for maintaining such landscaping and signage. The Master Association shall not be required to maintain the signs installed by the Owner of the Golf Course in the esplanade entrances to Aberdeen Boulevard.

Section 7. Residential Area G as shown on Exhibit B. With respect to Residential Area G as shown on Exhibit B:

(a) There shall be a fifty-five foot (55') setback between any Residence located in Residential Area G and the rear lot line of lots in the Highland Woods Subdivision fronting on Castlehill Drive or Sandhurst Drive. The initial twenty-five feet (25') of this setback area shall be a natural preservation area and shall not be landscaped or otherwise changed from its present condition, except as may be required by law.

(b) All Residences within Residential Area G shall be detached, single-family houses.

(c) The maximum number of Residences within Residential Area G shall be eighty-six (86).

(d) The Neighborhoods which abut homes on the north side of Castlehill Drive and on the west side of Sandhurst Drive shall be constructed so as to accept the rear yard drainage from such homes, and necessary storm drainage facilities as required by the City shall be constructed by Declarant to drain the rear lots of Castlehill Drive and Sandhurst Drive abutting such Neighborhood.

Section 8. The Park. The Common Areas for the Community, as required by Section 1124.04(c)(2) of the City's Planning and Zoning Code, shall include the Park containing approximately six (6) acres for the Occupants and Owners within the Community, which shall contain a swimming pool, deck, tennis courts and a club house to be constructed by Declarant and shall be kept in good condition and repair by the Master Association, as part of the Master Association's responsibility. The construction of such Park shall commence within two (2) years from the date the first Certificate of Occupancy is issued by the City with respect to a Residence built in the Community and shall be completed within one (1) year from that date.

Section 9. Southerly Detention Basin and Northerly Retention Basin. (a) The City agreed in the Development Agreement to construct a storm water detention basin at the southerly end of the Community (the "Southerly Detention Basin") and the Northerly Retention Basin. The Southerly Detention Basin and the Northerly Retention Basin are shown on Exhibit B. A portion of the Southerly Detention Basin will be constructed on land deeded to the City by Declarant (the "Deeded Portion") and a portion of which shall be constructed upon certain residential land (the "Residential Easement Portion"). The Deeded Portion and the Residential Easement Portion are shown on Exhibit B. A portion of the Northerly Retention Basin shall be conveyed to the City by Declarant (the "Deeded Portion") as shown on Exhibit B.

(b) Declarant hereby assumes responsibility for the maintenance, repair and replacement of the Deeded Portion of the Southerly Detention Basin, the Residential Easement Portion of the Southerly Detention Basin, and the Deeded Portion of the Northerly Retention Basin for the five-year period following the initial construction thereof (the "Five-Year Period"). The Master Association hereby assumes responsibility for the maintenance, repair and replacement of the Deeded Portion of the Southerly Detention Basin, the Residential Easement Portion of the Southerly Detention Basin, and the Deeded Portion of the Northerly Retention Basin upon the expiration of the Five-Year Period.

(c) The Declarant during the Five-Year Period and the Master Association thereafter shall maintain comprehensive general liability insurance with broad form liability endorsements naming the City, the Master Association and the Declarant as additional insured in the amount of One Million Dollars (\$1,000,000.00) per occurrence, with a deductible not exceeding One Thousand Dollars (\$1,000.00), with umbrella excess liability insurance on an occurrence basis, providing coverage in excess of the required comprehensive general liability insurance with limits not less than Five Million Dollars (\$5,000,000.00) per occurrence, in connection with the Deeded Portion of the Southerly Detention Basin, the Residential Easement Portion of the Southerly Detention Basin and the Deeded Portion of the Northerly Retention Basin.

(d) Declarant during the Five-Year Period hereby agrees to indemnify the City for all claims, demands, losses, costs, expenses, liabilities, suits or damages of whatsoever kind or nature, which arise, result from, or in any way relate to such maintenance, repair or replacement activities by Declarant during the Five-Year Period, including, but not limited to, a breach or violation of federal wetlands regulations applicable to the Northerly Retention Basin.

(e) The Master Association after the Five-Year Period hereby agrees to indemnify the City for all claims, demands, losses, costs, expenses, liabilities, suits or damages of whatsoever kind or nature, which arise, result from, or in any way relate to such maintenance, repair or replacement activities by the Master Association upon the expiration of the Five-Year Period, including, but not limited to, a breach or violation of federal wetlands regulations applicable to the Northerly Retention Basin.

Section 10. Building Permits. As a condition to issuing a building permit to build any Residences in the Community, a proposed Builder shall deliver to the City an acknowledgment substantially in the form set forth in Exhibit E hereof stating that the Builder has received a copy of this Declaration or a disclosure document that sets forth the provision of this Article XVII. Each home purchase contract for a Residence in the Community shall contain a provision or an acknowledgement substantially in the form set forth in Exhibit F hereof acknowledging receipt of a copy of this Declaration to be signed by the proposed Owner.

ARTICLE XVIII

DECLARANT'S RIGHTS - LIABILITY

Section 1. Rights of Declarant; Transfer of Declarant's Rights and Obligations. (a) Any or all of the special rights and obligations of the Declarant hereunder may be transferred by the Declarant with respect to any designated

portion of the Community to other Persons who shall purchase those portions of the Community and which contain Building Envelopes (or land which will contain Building Envelopes) for development; provided that no such transfer shall be effective unless such transfer is in a written instrument specifying which rights and obligations have been transferred (or stating that all rights and obligations have been transferred) and the portion of the Community affected by the transfer. Such instrument shall be signed by the transferring Declarant and duly recorded in the public records of Cuyahoga County, Ohio. Upon the transfer of the Declarant's rights hereunder, the transferring Declarant shall have no further obligations or duties under this Declaration with respect to the land so transferred and shall be relieved from all liabilities, duties and obligations with respect to the land so transferred, except for any liabilities which may have theretofore accrued, and except for any obligations or duties which were not transferred to the successor Declarant.

(b) During the Class B Control Period, no Person shall record any declaration of covenants, conditions and restrictions, declaration of condominium ownership, or similar instrument, or any amendment or termination thereof, affecting any portion of the Community without Declarant's prior review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, declaration of condominium ownership, or similar instrument, or any amendment or termination thereof, being void and of no force and effect unless subsequently approved by written consent signed by the Declarant.

(c) So long as Declarant is a Class B Member, all sales, promotional, and advertising materials relating to the sale of Residence shall be subject to the prior written approval of Declarant. If Declarant notifies any Builder or Owner that Declarant objects to any such sales, promotional or advertising materials, Builder and/or Owner will immediately cease the use and distribution of same.

Section 2. Liability of Declarant. In the event that a money judgment shall be obtained against Declarant by any Occupant, Owner, Builder or Member arising out of the provisions of this Master Declaration, or in connection with any claim against Declarant arising out of Declarant's ownership, operation, or development of the Community, whether such liability is based in contract, tort, statutory provisions, or otherwise, such judgment shall be satisfied only out of the interest of the Declarant in the lands constituting the Community, it being agreed that Declarant shall have no personal liability for any deficiency. No money judgment shall be satisfied out of the assets of Declarant, but only out of the interest of the Declarant in the Community. If Declarant be a partnership (general or limited) or limited liability company, no money judgment will be sought or taken against the partners of the partnership or the members of the limited liability company.

Section 3. Amendment of Article XVIII. This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) twenty (20) years from the date this Master Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

Section 4. Force Majeure. In the event that the Declarant or the Master Association or any Neighborhood Association shall be prevented or delayed from doing any act required of it pursuant to this Master Declaration or the declaration of any Neighborhood Association, because of weather, strikes or other labor difficulties, inability to obtain or delay in obtaining materials, fire or other casualties, acts of God, governmental restrictions or delays, or other matters beyond the reasonable control of such person or entity, then the time for performing such acts specified in this Master Declaration or in any Neighborhood Declaration shall be extended for the period of such delay.

[END OF PAGE--SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Master Declaration this 17th day of March, 1995.

WITNESSES (as to both signatures)

MINER PROPERTIES, LTD., an Ohio limited liability company

[Signature]
Print Name PAUL F. WINTERFORD

By:

[Signature]

[Signature]
Print Name WALTON K. CROSTEN

By:

[Signature]

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

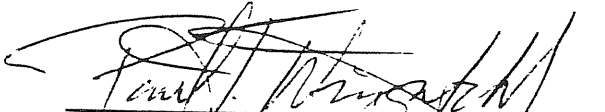
The foregoing instrument was acknowledged before me, a Notary Public, on the 17th day of March, 1995, by Milton A. Wolf, the Administrative Officer and Samuel Wolf, the Administrative Officer of MINER PROPERTIES, LTD., an Ohio limited liability company, on behalf of the limited liability company.

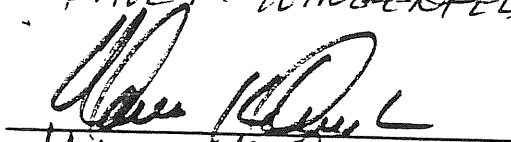
[Signature]
NOTARY PUBLIC

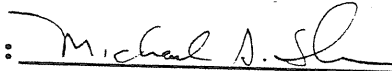
DEBRA A. JANKO
Notary Public, State of Ohio, Cuy. Cty.
Commission Expires Dec. 18, 1998

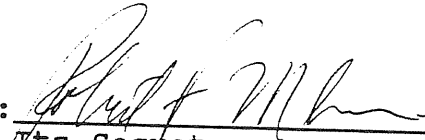
The Aberdeen Community Master Association joins in the execution of this Master Declaration to express its consent and approval of the terms and provisions hereof, this 17th day of MARCH, 1995.

ABERDEEN COMMUNITY MASTER
HOMEOWNERS ASSOCIATION


PAUL F. WINDERFELD



WARREN C. O'CONNEL

By: 
Its President

By: 
Its Secretary

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me, a Notary Public, on the 17th day of MARCH, 1995, by Michael D. Shemo, the President and Robert Manheim, the Secretary of the ABERDEEN COMMUNITY MASTER HOMEOWNERS ASSOCIATION, an Ohio corporation, on behalf of the corporation.


NOTARY PUBLIC

DEBRA A. JANKO
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires Dec. 18, 1998

This Instrument Prepared By:

Gary W. Melsher, Esquire
Jones, Day, Reavis & Pogue
North Point
101 Lakeside Avenue
Cleveland, Ohio 44114