

CUYAHOGA COUNTY RECORDER

LILLIAN J GREENE - 6

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AMENDMENT TO THE
SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
GREENBRIAR AT RIVER VALLEY HOMEOWNERS ASSOCIATION, INC.

PLEASE CROSS MARGINAL REFERENCE WITH THE SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GREENBRIAR AT RIVER VALLEY HOMEOWNERS ASSOCIATION, INC. RECORDED AT INSTRUMENT NO. 200902280790 OF THE CUYAHOGA COUNTY RECORDS.

AMENDMENT TO THE
SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
GREENBRIAR AT RIVER VALLEY HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Homeowners Association, Inc. (the "Declaration") and the Second Amended and Restated Bylaws of Greenbriar at River Valley Homeowners, Inc. (the "Bylaws"), Exhibit D to the Declaration, were recorded at Cuyahoga County Records Instrument No. 200902230790, and

WHEREAS, the Greenbriar at River Valley Homeowners Association, Inc. (the "Association") is a corporation consisting of all Owners in Greenbriar at River Valley and as such is the representative of all Owners, and

WHEREAS, Article VIII, Section 3 of said Declaration authorizes amendments to the Declaration and Bylaws Article XXI, Section 21.1 authorizes amendments to the Bylaws, and

WHEREAS, Owners representing 2/3rds of the Association's current voting power have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Owners representing 75.77% of the Association's voting power as of November 5, 2010, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 75.77% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by the Declaration have in all respects been complied with.

NOW THEREFORE, the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Homeowners Association, Inc. is hereby amended by the following:

MODIFY BYLAWS ARTICLE VI entitled, "ELECTION PROCEDURE." Said modification, to be made on Page 6 of the Bylaws, Exhibit D of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200902230790, is as follows (deleted language is crossed-out; new language is underlined):

ARTICLE VI ELECTION PROCEDURE

Section 6.1. Election of Directors. Votes cast for persons nominated for election to the Board of Directors shall be by written ballot as hereinafter provided. The persons receiving the largest number of votes shall be elected.

Section 6.2. Nominations Committee. Nominations for a full slate of Directors for election to the Board of Directors ~~by the Class A Members shall be made by the Nominations Committee.~~ The Nominations Committee shall consist of a minimum of three (3) persons appointed each year by the Board of Directors, one (1) at a minimum of whom shall be a Director, and two (2) of whom shall be non-Directors. Members of the Nominations Committee shall be appointed each year by the Board of Directors at least sixty (60) days and not more than ninety (90) days before the date on which the election of Directors is to be held. The slate of Directors to be set or nominated by the Nominations Committee shall be completed for presentation at least thirty (30) days before the Annual Meeting date ~~of such election.~~

In addition, nominations for the Board of Directors may be made for consideration by petition to the Nominations Committee signed by any voting Member of the Association, provided that such petition is filed with the Secretary of the Association at least ~~ten (10)~~ twenty-one (21) days before the date of the Annual Meeting at which the elected Directors are to be announced elected.

No nominations may be made from the floor at the Annual Meeting at which the elected Directors are ~~to be~~ officially elected and announced.

Section 6.3. Ballots. All elections to the Board of Directors shall be made on a written ballot which shall (a) describe list the nominations of the Nomination Committee for the vacancies to be filled and (b) set forth the names of those nominated by the Nominations Committee for such vacancies and those nominated by any petition timely filed with the Secretary of the Association.

Section 6.4. Voting Procedures. The person designated ~~by the Owners titled as the owner(s) of a Lot or Block to may cast the vote of the Owner thereof and shall receive the ballot for such Lot or Block at or prior to the Annual Meeting. Twenty-four (24) hours prior to the Annual Meeting and~~ After the ballots are marked, they shall be turned over to an Elections Committee, which shall consist of three (3) members appointed by the Board of Directors. The Elections Committee shall ~~then adopt a procedure which shall establish that the number of ballots turned in by each member corresponds with the number of Lots or Blocks owned by such member identified on the ballot and as reflected in the records of the Association. The procedure shall be taken in such a manner that the vote of any member shall not be disclosed to anyone, including the Elections Committee prior to the Annual Meeting.~~ The results of the election shall be announced at the Annual Meeting and, if desired by the Board, by written announcement to the members. After the announcement of the results by the Elections Committee, unless a review of the procedure is demanded by thirty-five percent (35%) of the members casting ballots in the election within ten (10) days after the election, the ballots shall be destroyed and the results shall thereupon be final.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this procedure for nominating and electing Board members. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of this amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Greenbriar at River Valley Homeowners Association, Inc. has caused the execution of this instrument this 17 day of NOVEMBER, 2010.

GREENBRIAR AT RIVER VALLEY HOMEOWNERS ASSOCIATION, INC.

By: 
GEORGE FARRIS, its President

By: 
MARK FRANK, its Secretary

STATE OF OHIO

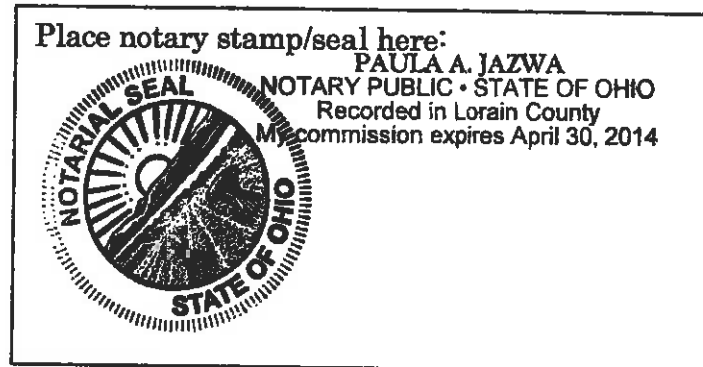
COUNTY OF Cuyahoga

SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Greenbriar at River Valley Homeowners Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 5 of 6, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in North Royalton, Ohio, this 17th day of November, 2010.

Paula A. Jazwa
NOTARY PUBLIC



This instrument prepared by:
KAMAN & CUSIMANO, LLC, Attorneys at Law
2000 Terminal Tower
50 Public Square
Cleveland, Ohio 44118
(216) 696-0650

CUYAHOGA COUNTY RECORDER
LILLIAN J GREENE - 44
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SECOND

AMENDED AND RESTATED DECLARATION OF

COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

GREENBRIAR AT RIVER VALLEY HOMEOWNERS

ASSOCIATION, INC.

PLEASE CROSS MARGINAL REFERENCE WITH THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GREENBRIAR AT RIVER VALLEY HOMEOWNERS ASSOCIATION, INC. RECORDED AT INSTRUMENT NO. 200502250427 OF THE CUYAHOGA COUNTY RECORDS.

INTRODUCTION

This Second Restated Amended and Restated Declaration of Covenants, Conditions, and Restrictions Greenbriar at River Valley Homeowners Association, Inc. ("Second Restated Declaration") incorporates the Amended and Restated Declaration, as recorded on February 25, 2005, at Instrument No. 200502250427 ("Amended and Restated Declaration") and the Amendments to the Amended and Restated Declaration recorded on March 6, 2008, at Instrument No. 200803060520. ("2008 Amendments"). The result is a single text that is written though as if the text of the 2008 Amendments had been included in the Amended and Restated Declaration.

This Second Restated Declaration has been prepared at the direction of Greenbriar at River Valley Homeowners Association, Inc. ("Association") for the convenience of the Owners as well as for prospective purchasers of Lots within Greenbriar at River Valley. Exhibit A, Exhibit B, and Exhibit C to the Amended and Restated Declaration are included in this Second Restated Declaration by reference only. Those Exhibits are available for review at the Cuyahoga County Recorder's Office.

Owners and prospective Owners are reminded that this Second Restated Declaration does not materially amend the Amended and Restated Declaration and all recorded Amendments thereto. The Amended and Restated Declaration and all recorded Amendments thereto are available for review at the Cuyahoga County Recorder's Office. Any inconsistency between the Amended and Restated Declaration and Amendments thereto, and this Second Restated Declaration shall be resolved in favor of the Amended and Restated Declaration and Amendments thereto.

**SECOND
 AMENDED AND RESTATED
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR
 GREENBRIAR AT RIVER VALLEY
 HOMEOWNERS ASSOCIATION, INC.**

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EXHIBITS:

Exhibit A, Exhibit B, and Exhibit C referenced in this document are attached to and a part of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions Greenbriar at River Valley Homeowners Association, Inc. ("Amended and Restated Declaration") as recorded on February 25, 2005, at Instrument No. 200502250427 of the Cuyahoga County Records and incorporated into and made a part of this Restated Declaration by reference only. A is located at pages 19 through 26 of Instrument No. 200502250427. Exhibit B is located at pages 27 through 28 of Instrument No. 200502250427. Exhibit C is located at page 29 of Instrument No. 200502250427.

Exhibit D consists of the Second Amended and Restated Bylaws of Greenbriar at River Valley Homeowners Association, Inc. which is attached hereto.

**SECOND
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GREENBRIAR AT RIVER VALLEY
HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION was first made as of the 31st day of January 2005, by U.S. HOME CORPORATION, a Delaware corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is in the process of developing the residential community known as GREENBRIAR AT RIVER VALLEY ("Greenbriar") as depicted on Exhibit A in various Phases (defined below) on the land depicted on Exhibit B; and

WHEREAS, Declarant executed and caused to be filed the Amended and Restated Declaration of Covenants, Conditions, and Restrictions Greenbriar at River Valley Homeowners Association, Inc. on February 25, 2005, at Instrument No. 200502250427 of the Cuyahoga County Records ("Amended and Restated Declaration"), which subject the real property depicted in the Exhibit A to, and such additional property as depicted in Exhibit B that the Declarant has submitted to the easements, restrictions, covenants, and conditions contained in the Amended and Restated Declaration. The history behind and reasons for Declarant's executing and filing of the Amended and Restated Declaration are set forth in the WHEREAS clauses of the Amended and Restated Declaration; and

WHEREAS, the Greenbriar at River Valley Homeowners Association, Inc. ("Association") was originally formed and continues to regulate, administer, and govern Greenbriar for the fulfillment of the objectives of this Declaration (defined below); and

WHEREAS, on March 6, 2008, the Association, with and upon the written affirmative vote of more than two-thirds (2/3rds) of the Association's voting power, caused amendments to the Amended and Restated Declaration to be made and filed at Instrument No. 200803060520 of the Cuyahoga County Records ("2008 Amendments"); and

WHEREAS, for ease of reference and use the Association now desires to restate the Amended and Restated Declaration, as amended by the 2008 Amendments, with the express understanding that any inconsistency between this Second Amended and Restated Declaration of Covenants, Conditions and Restriction for Greenbriar at River Valley Homeowners Association Inc. ("Second Amended and Restated Declaration") and the Amended and Restated Declaration and/or 2008 Amendments, shall be resolved in favor of the Amended and Restated Declaration and/or 2008 Amendments; and

WHEREAS, the only provisions from the 2008 Amendments and that are not included in this Second Amended and Restated Declaration is the following statement, the first sentence of which has been modified so as to apply to all provisions modified by the 2008 Amendments:

Any conflict between the above deletions and modifications and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

WHEREAS, unless specifically stated otherwise below, as used in this Second Amended and Restated Declaration, the term "Declaration" refers to the Amended and Restated Declaration as amended from time to time by Declarant and as further amended from time to time by the Lot Owners and filed with the Cuyahoga County Recorder.

NOW THEREFORE, pursuant to the Declarant's Amended and Restated Declaration and the 2008 Amendments, it is declared that Greenbriar shall be held, sold and conveyed subject to the easements, restrictions, covenants, and conditions, stated below, which shall run with the title to the real estate and be binding on, and inure to the benefit of, all parties having any right, title, or interest in such real estate or any part thereof, and their respective heirs, personal representatives, successors, and assigns.

ARTICLE I DEFINITIONS

Section 1. "Articles" shall mean and refer to the Articles of Incorporation of the Phase I Association together with all amendments or modifications to those Articles and including but not limited to the Certificate of Merger.

Section 2. "Association" shall mean and refer to GREENBRIAR AT RIVER VALLEY HOMEOWNERS ASSOCIATION, INC., its successor and assigns.

Section 3. "Block" shall mean and refer to any part of the Phases (defined below) so designated by the Declarant on a recorded plat or in a supplemental instrument adding a portion of such larger tract to this Declaration.

Section 4. "Board of Directors" shall mean and refer to the Association's Board of Directors.

Section 5. "Builder" shall mean U.S. Home Corporation.

Section 6. "Bylaws" shall mean and refer to the Amended and Restated Bylaws of the Association which collectively amend and merge the Bylaws of the Master Association and the Phase Association, including, without limitation, any and all amendments or modifications to those Bylaws. The Bylaws, as amended, are attached hereto as Exhibit D.

Section 7. "Common Area" shall mean any streets and rights-of-way serving the Phases, open space areas now or hereafter designated or created within the real estate depicted on Exhibit A and all other real property (including the improvements thereto) owned or leased by the Association (in fee simple or in other interests) for the common use and enjoyment of the Owners. The Common Area shall be that certain real estate more particularly shown on Exhibit C attached hereto and made a part hereof (the "Common Area").

Section 8. "Declarant", for the purpose of this Declaration and the powers, rights, and authorities granted to the Declarant herein, shall mean and refer to U.S. HOME CORPORATION, a Delaware corporation, and also any successor, alternate, or additional Declarant appointed by U.S. HOME CORPORATION, as a successor, alternate, or additional Declarant, by an instrument in writing, specifically setting forth that such successor, alternate, or additional Declarant is to have together with or in lieu of U.S. HOME CORPORATION the Declarant's rights, duties, obligations, and responsibilities, in whole or in part, for all or any portion of the Phases.

The term "Declarant" shall not include any person or party who purchases a Lot or Block from Declarant, unless such purchaser is specifically assigned, by a separate recorded instrument, some or all of the Declarant's rights, duties, obligations, or responsibilities under this Declaration with regard to the property conveyed.

Section 9. "General Land Plan" shall have the meaning ascribed in the Master Declaration.

Section 10. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Phases with the exception of Common Area or Areas and areas designated on a recorded plat as a "Block." The Lots may be vacant land or contain detached residential structures.

Section 11. "Master Association" shall mean and refer to Greenbriar at River Valley Master Association, Inc., an Ohio non-profit corporation.

Section 12. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot or Block which is a part of the Phases, including, without limitation, Builder and contract sellers, but excluding those

having such interest merely as security for the performance of an obligation. The term "Owner" shall include Builder.

Section 13. "Phase Association" shall mean and refer to GREENBRIAR AT RIVER VALLEY PHASE HOMEOWNERS ASSOCIATION, INC., an Ohio not-for-profit corporation, its successors and assigns.

Section 14. "Phases" shall mean Phases I, II, IIIA, IIIB, IV, V and VI as depicted on Exhibit B attached hereto.

Section 15. "Property" shall mean and refer to all of the real estate depicted on Exhibit A.

ARTICLE II PURPOSE

Section 1. Lawn Care, Landscaping, Street Maintenance, Snow Plowing and Other Responsibilities. The Declarant entered into and filed this Declaration and organized the Association, to insure that the Common Area and other land, if any, for which it is responsible will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and to provide for other matters of concern to the Owners. The purpose of the Association is to maintain the Common Area for which it is responsible including, but not limited to, roadways, retention areas, decorative entrance ways, street lighting, snow removal for the streets, rights-of-way and sidewalks within the property and mowing as deemed appropriate by the Board of Directors; to maintain the individual Lots of Owners for which it is responsible including without limitation, lawn care and edging as deemed appropriate by the Board of Directors; to provide for trash removal, to provide for snow removal for driveways and sidewalks as deemed appropriate by the Board of Directors; to maintain financial reserves as deemed appropriate by the Directors; and to take such other actions as the Association is authorized to take with regard to the Property pursuant to its Articles of Incorporation and Bylaws or this Declaration and with regard to any other matters as determined by the Directors. Snow removal shall be provided when snowfalls exceed two (2) inches of ground accumulation during a continuous twenty-four hour period, or as otherwise determined by the Directors, in its discretion. The Association, as directed by the Directors, may maintain other areas which are not Common Area if it is determined by the Directors, in their sole discretion, to be in the best interests of the residents of Greenbriar at River Valley. The Association shall operate, maintain and repair areas designated by Declarant as Common Areas, whether or not title to those areas has been formally conveyed to the Phase Association.

Section 2. Expansion of the Common Area. *[Item deleted in its entirety.]*

Section 3. Housing for Older Persons. Greenbriar at River Valley is intended, and shall be operated, as housing for older persons in compliance with the Fair Housing Act (42 U.S.C. 3601 et seq.), as may be amended from time to time. The Directors shall publish and adhere to the policies and procedures which demonstrate the intent to provide housing for older persons, including but not limited to, reliable surveys and affidavits for verification of occupancy.

ARTICLE III PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot or Block, subject to the following provisions:

A. the right of the Association from time to time, in accordance with its Bylaws to establish, modify, amend, and rescind reasonable rules and regulations;

B. the right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area, which fees may be used to discharge the general financial obligations of the Association;

C. the right of the Association to suspend the voting rights of, and right to use the Common Area by, an Owner for any period during which any assessment levied under this Declaration against the Owner's Lot or Block remains unpaid and suspend such rights (for a period not to exceed sixty (60) days) for any infraction of its published rules and regulations;

D. the right of Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility as provided by its Articles. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by two-thirds (2/3) of the members, has been recorded;

E. *[Item deleted in its entirety.]*

F. the right of the Association to grant easements as to the Common Area or any part thereof as provided by its Articles;

G. the right of the Association to otherwise deal with the Common Area as provided by its Articles;

H. the right of the Association to allow the Common Area, if any, for use by non-members of the Association, including the general public; provided, however, such right is subject to the terms of the Grant of Conservation Easement recorded in the

Cuyahoga County Recorder's Office on November 26, 2003 and having Instrument Number 200311260924.

I. subject to the terms of Article XII, the right of the Association to sell, lease, or transfer all or any part of the Common Area that has been deeded to the Association to a third party or any Owner, as provided by its Articles; provided, however, that any sale, lease or transfer of any part of the Common Area that has been deeded to the Association shall require the approval of two-thirds (2/3) of the members. This paragraph may not be amended without the approval of two-thirds (2/3) of the members;

J. *[Item deleted in its entirety.]*

K. *[Item deleted in its entirety.]*

Section 2. Declaration of Use. Any Owner may delegate, in accordance with the Bylaws, such Owner's right of enjoyment of the Common Area and facilities to such Owner's tenants who reside at or in the Owner's Lot or Block, provided the Owner waives such Owner's use in writing.

Section 3. Prohibition of Certain Activities. No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive, or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon or therein which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, place, or erect any improvement or structure of any kind on any Common Area without the prior approval of the Directors.

Section 4. Signs Prohibited. No sign of any kind shall be displayed in the Common Area without the prior written consent of the Association. This section, however, shall not apply to the Association.

Section 5. Animals. No animals shall be permitted on or in the Common Area at any time except as may be provided in the rules and regulations of the Association or by applicable law.

Section 6. Rules and Regulations. No Owner or other permitted user shall violate the reasonable rules and regulations promulgated for the use of the Common Area, as the same are from time to time adopted or amended or both by the Association.

Section 7. Title to Common Area *[Item deleted in its entirety.]*

Section 8. Zoning Code Compliance. The Association shall not revoke, modify or amend this Declaration in a manner that reduces the size of the Common Area to less than the area required by the City of North Royalton as of the original date of this Declaration.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot or Block which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, Bylaws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or interest merely as security for the performance of an obligation. Ownership, as specified above, shall be the sole qualification for membership. When any Lot or Block is owned of record by two or more persons or other legal entities, all such persons or entities shall be members, but multiple ownership shall not result in additional voting rights. An Owner of more than one Lot or Block shall be entitled to one membership for each Lot or Block owned. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot or Block which is subject to assessment and it shall be automatically transferred by conveyance of that Lot or Block.

Section 2. Class. The Association shall have one (1) class of voting membership: Class A. All votes shall be cast in the manner provided in the Bylaws. When more than one person or entity holds an interest in any Lot, the vote for such Lot shall be exercised as such persons or entities determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to any such Lot, nor shall any split vote be permitted with respect to such Lot. Class A members shall be all Owners of Lots subject to assessment. Owners of Class A Lots shall be entitled to one (1) vote for each Lot owned.

A. *[Item deleted in its entirety.]*

B. *[Item deleted in its entirety.]*

ARTICLE V RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for exclusive management and control of the Common Area, and shall keep the same in good, clean, and proper condition, order, and repair. The Association shall also maintain and care for the other land designated in Article II hereof in the manner therein required. The Association shall be responsible for the payment of all costs, charges, and expenses incurred in

connection with the operation, administration, and management of the Common Area, and performance of its other obligations hereunder. The Association shall operate and maintain areas designated by Declarant as Common Area whether or not title to those areas has been formally conveyed to the Association.

Section 2. Manager. The Association may obtain, employ, and pay for the services of an entity or person, hereinafter called the "Manager," to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are engaged, furnished, or employed directly by the Association or the Manager. The Association may enter into a management agreement for management services with any management entity as the Directors deems appropriate or necessary.

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

Section 4. Insurance. The Association at all times, shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary. The Association additionally may cause all persons responsible for collecting and disbursing the Association's money to be insured or bonded with adequate fidelity insurance or bonds.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles or Bylaws, or by law and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privilege granted herein or therein.

Section 6. Rules and Regulations. No Owner or other permitted user shall violate the reasonable rules and regulations promulgated for the use of the Common Area or the Lots, as the same from time to time maybe adopted or amended (or both) by the Association.

Section 7. Title to Common Area *[Item deleted in its entirety.]*

Section 8. Zoning Code Compliance. The Association shall not revoke, modify or amend this Declaration in a manner that reduces the size of the Common Area to less than the area required by the City of North Royalton as of the original date of this Declaration.

**ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot or Block, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (a) annual assessments or charges, and (b) special assessments for capital improvements and unexpected operating costs, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be effective from, and relate back to, the date of recording this Declaration and which shall be a charge on the land and shall be secured by a continuing lien upon the property against which each such assessment is made. This continuing lien shall also secure interest on unpaid Assessments, fines for violation of this Declaration or the Bylaws or the Rules and Regulations of the Association, and the costs of collecting unpaid Assessments and fines, and court costs for actions enforcing this Declaration and obtaining injunctions, all including reasonable attorneys' fees. Notice of the lien will be given by recording a Claim of Lien in the public records of Cuyahoga County, Ohio, stating the Lot or Block description, the name of the record Owner, the amount due, and the due date. Each such assessment or charge, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such person's successors in title unless expressly assumed by such successor.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents of the Properties, for the improvement and maintenance of the Common Areas, for lawn mowing and edging, snow removal, and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles, and the Bylaws.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only (or spread over such number of years as the Board of Directors may deem appropriate) for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area including building and fixtures and personal property related thereto and for other purposes as designated by the Association, provided that any such special assessment shall have the assent of sixty percent (60%) of the votes of the members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 immediately above shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast one-third (1/3) of all the votes of the membership shall constitute a quorum.

Section 5. Initial Capital Contribution. Upon acquisition of title to a Lot, (whether an initial sale or resale), as evidenced by the recording of a deed with the Cuyahoga County Recorder, each Owner (other than Builder) shall promptly contribute Five Hundred Dollars (\$500.00) to the Association as an initial capital contribution. This initial contribution shall be nonrefundable. This initial contribution shall apply to each subsequent resale of a Lot and shall be paid by each subsequent Owner thereof.

Section 6. Annual Assessment. Subject to the provisions contained in this Section 6, the annual assessment shall be fixed by the Directors and shall be the same for each Class A Lot.

Section 7. Declarant's Assessments *[Item deleted in its entirety.]*

Section 8. Exemption from Assessments. The assessments, charges, and liens provided for or created by this Article VI shall not apply to the Common Area or any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, or any property used for commercial purposes. Notwithstanding the foregoing, any Lots from which the Builder derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as Lots owned by Owners, prorated as of and commencing with the month following the earlier of the execution of the rental agreement or mortgage or the contract purchaser's entry into possession, as the case may be.

Section 9. Date of Commencement of Annual Assessments: Due Dates. The Directors shall fix the amount of the annual assessment (to be paid monthly) against each Lot or Block at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be on the first day of each month or on such other dates as may be established by the Directors. The Association shall, upon demand, and for a reasonable uniform charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments or any installments on a specified Lot have been paid or are delinquent and, if so, the particulars of the delinquencies. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 10. Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, at trial and on appeal, shall be secured by a continuing lien on such Lot in favor of the Association as hereinabove provided.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of eighteen percent (18%) per annum or the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclosure the lien against the Lot or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of such Owner's Lot.

Section 12. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Ohio or as may be otherwise provided by Ohio law. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees, at trial on appeal. All such costs and expenses shall be secured by the Lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date of the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure sale to acquire the Lot foreclosed, and thereafter to hold convey, lease, rent, encumber, use, and otherwise deal with the same as the owner thereof.

Section 13. Subordination of the Lien to Mortgagees. The liens for the assessments provided herein shall be subordinate to the lien of any first mortgage which is recorded prior to any Claim of Lien. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the Owner of such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 14. Reserves. The Association shall maintain reserves for future improvements to the Common Area in such amounts as the Directors from time to time deems appropriate.

ARTICLE VII ADDITIONAL PROPERTY

[Article deleted in its entirety.]

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Enforcement.

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

B. NO JURY TRIAL. EACH OWNER, BY ACCEPTANCE OF SUCH OWNER'S DEED, AND THE ASSOCIATION, AGREES THAT NEITHER THE OWNER NOR ASSOCIATION NOR ANY ASSIGNEE, SUCCESSOR, HEIR OR LEGAL REPRESENTATIVE OF ANY OF THEM (ALL OF WHOM ARE HEREINAFTER REFERRED TO AS THE "PARTIES") SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE, WHETHER IN CONTRACT OR IN TORT OR AT LAW OR IN EQUITY, BASED UPON OR ARISING OUT OF THIS DECLARATION, OR THE OBLIGATIONS, BENEFITS, DEALINGS, OR THE RELATIONSHIPS BETWEEN OR AMONG ASSOCIATION AND THE OWNERS, THEIR SUCCESSORS AND ASSIGNS, OR ANY OF THEM. NEITHER ASSOCIATION NOR ANY OWNER WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED TO THE FULLEST EXTENT FORMULATED BY LAW.

C. Mediation and Arbitration. In the event of a dispute, claim, or controversy arising out of or relating to the breach, termination, validity, interpretation, enforcement, or implementation of any term or provision of this Declaration ("Dispute"), the Owners and the Association agree to submit the Dispute first to mediation and then to voluntary, binding arbitration, as follows:

In the event the parties cannot successfully negotiate a resolution of the Dispute within thirty (30) days of its occurrence, any party to the Dispute can notify the other parties to the Dispute that the matter will be submitted to mediation in accordance with the Commercial Mediation Rules of the American Arbitration Association ("Mediation Rules") and that all parties to the Dispute shall bear equally the costs of the mediation or as otherwise directed by the mediator. The panel shall consist of one mediator and shall be selected according to the Mediation Rules. The parties agree to participate in good faith in the mediation and negotiations related thereto.

If the Dispute cannot be resolved through mediation, within ten (10) days after the failure to resolve the Dispute through mediation, any party can notify the others that the matter will be submitted to voluntary, binding arbitration in accordance with

the Commercial Arbitration Rules of the American Arbitration Association (“Arbitration Rules”) and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The panel shall consist of one arbitrator and shall be selected according to the Arbitration Rules.

The parties agree to use the Regional Office of the Arbitration Association which is nearest to the Property to administer the mediation and arbitration.

Nothing contained in this Article VIII shall in any way limit or affect the Association’s right to immediately file an action in the appropriate court to collect any assessment or enforce any lien under Article VI hereof.

If a person or party is found in the proceedings to be in violation of, or attempting to violate, the provisions of this Declaration, such person or party shall bear all costs and expenses of the Dispute resolution, including court costs and reasonable attorneys’ fees, for all mediation, arbitration, trial, and appellate proceedings incurred by the party enforcing the provisions of this Declaration.

D. Cost of Enforcement. If any Owner (either by his or her conduct or by the conduct of any occupant or guest of his or her Lot) shall violate any provision of the Declaration, Bylaws or rules and regulations adopted by the Board, said Owner shall pay to the Association, in addition to any other sums due, any enforcement assessments for violation of said provision or rule levied by the Board, all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule, including reasonable attorney fees and/or court costs. Said enforcement assessments, costs and expenses shall be charged as a special assessment against said Owner. The Association, in addition to all other remedies available, shall have the right to place a lien upon the estate or interest of said Owner as further explained and set forth in Declaration Article VI, Section 10.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind all of the Property (regardless of when any particular block of land is added hereto), for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each. This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Lot or Block Owners. Any amendment must be recorded.

Section 4. Exception. *[Item deleted in its entirety.]*

Section 5. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation." The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

Section 6. Obligation of Cooperation By Association. *[Item deleted in its entirety.]*

Section 7. Reservations. *[Item deleted in its entirety.]*

Section 8. Deed Restrictions. *[Item deleted in its entirety.]*

Section 9. Effective Date. The effective date of the Declaration is January 1, 2004.

ARTICLE IX EASEMENTS

Section 1. Each Lot or Block and the Common Area shall be subject to existing easements for public authorities and public utilities purposes (including, but not limited to, fire and police protection, garbage and trash removal, telephone and cable television and other communication services, water and sewage systems, and electric and gas service), and the utilities and applicable governmental agencies having jurisdiction over such services and their employees and agents shall have the right of access to any Lot or Block or the Common Area in furtherance of such easements. The easement areas contained in any Lot or Block whether or not shown on any map or plat, shall at all times be properly maintained by the applicable Owner whether or not the utility company or governmental agency properly maintains the easement areas.

Section 2. The Declarant reserves the right for the Directors of the Association, without joinder or consent of any Owner, member, or other person or entity whatsoever, to grant such additional easements, including, but not limited to, irrigation wells and pumps, cable television, television antennas, electric, gas, water, sewer, or other utility easements, or to relocate any existing utility easement if any said Directors shall deem necessary or desirable for the proper operation and maintenance of the Properties, or any portion thereof, or for the general health or welfare of the Lot or Block Owners, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Lot, Block or Common Area for permitted purposes.

Section 3. *[Item deleted in its entirety.]*

ARTICLE X USE RESTRICTIONS

Section 1. Use. No trade, business, profession, or other type of commercial activity shall be carried on upon any Lot or Block, except that Owners and their agents may show Lots or Blocks, for sale or lease.

Section 2. Use of Accessory Structures. No tent, shack, barn, utility shed, or other building, other than a dwelling and its required garage, shall, at any time, be erected on a Lot or Block and used temporarily or permanently as a residence or for any other purpose.

Section 3. Maintenance Improvements. Each Lot or Block Owner shall maintain in good condition and repair all improvements constructed upon such Owner's Lot or Block, including, without limitation, the residential dwelling. No Owner shall change the exterior design or color of the dwelling on such Owner's Lot or Block, including the roof thereof, without the prior written approval of the Directors of the Association or its Architectural Review Committee ("ARC").

Section 4. Storage: Clothes Hanging. No Lot or Block shall be used for the storage of rubbish. Outside clothes hanging devices on a Lot or Block shall not be permitted.

Section 5. Lot Upkeep. Lawn maintenance and snow removal with respect to Lots shall be the responsibility of the Association representing such Lots.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any Lot or Block, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No automobile or other vehicle mechanical repairs or like activity shall be conducted on any Lot or Block other than in a garage and concealed from public view.

Section 7. Lawns. Each Lot on which there is a completed dwelling shall be maintained in a neat condition by the Owner thereof. In this context the word "Lot" shall include that portion of the property from the outside of the structure on the applicable Lot to the adjacent paved road surface. "Neat" shall require, at a minimum, that the lawn be regularly cut and fertilized and that mulched areas be regularly re-mulched and kept weeded so that its appearance is in harmony with the neighborhood. All improved Lots must have grassed lawns. No gravel or similar type of laws are permitted. No above ground swimming pools, tool sheds or shacks, dog or other animal pens or houses or the like, and no unsightly lawn furniture or decorations shall be permitted in such lawn areas. No landscaped mounds or other landscaping improvements that would impede lawn maintenance shall be permitted on a Lot or Block without the prior written consent of the Directors

Section 8. Failure to Maintain. If the Owner of a house on a Lot fails to maintain the exterior of such house, the Association, after giving such Owner at least ten (10) days written notice, shall be authorized to undertake such maintenance at the Owner's expense. By accepting title to a Lot, each Owner shall be deemed to grant access upon the Owner's Lot and house for such purpose and such entry shall not constitute a trespass. If such maintenance is undertaken by the Association, the charge therefor and all costs of enforcement and collection shall be secured by a lien on the applicable Lot and house thereon.

Section 9. Age Restriction. At least eighty percent (80%) of the occupied units shall be occupied by at least one (1) person who is fifty-five (55) years of age or older, and all permanent occupants must be at least eighteen (18) years of age or older. A "permanent occupant" shall be defined in these restrictions as a person who occupies a residential structure on a Lot or Block for more than eight (8) weeks in any calendar year. A "unit" shall mean a residential structure located in a Lot or Block.

A surviving or divorced spouse who is a permanent occupant under the age of fifty-five (55) years and who was the spouse of an occupant fifty-five (55) years of age or older, will be allowed to remain as an occupant.

No owner who is a Class A member may rent or sell a unit unless at least one (1) person who will occupy the unit is fifty-five (55) years of age or older. The Directors shall have the right to require prior age verification from all prospective occupants.

The Directors shall have the right to promulgate, from time to time, reasonable rules and regulations governing the visitation and temporary residence of, or use of common facilities by, persons under eighteen (18) years of age.

Section 10. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on or in any Lot or Block except that a reasonable number of cats, dogs, and other household pets may be kept provided they are kept within the residence and are not kept, bred, or maintained for any commercial purposes or become a nuisance to the neighborhood. No persons owning or in custody of an animal shall allow it to stray or go upon another's Lot or property without the consent of the Owner of such other Lot or property. All animals shall be on a leash when outside the Owner's dwelling.

Section 11. Signs. No signs shall be displayed on Lots or Blocks with the exception of a maximum of one (1) "For Sale" or "For Rent" sign not exceeding 36" x 24" in size. The Association may develop uniform sign standards and specifications to which all Owners must adhere.

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

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

Swimming and bathing in water retention areas are hereby prohibited. Docks or other structures shall not be erected in water retention areas, without the prior written consent of the Directors. All other uses of water retention areas shall be subject to the prior written approval of the Directors, and such rules and regulations as the Directors may adopt from time to time.

Section 13. Vehicles. No vehicle shall be parked within the Properties except on a paved parking surface, driveway, or within a garage. No trucks or vehicles which are primarily used for commercial purposes, other than those temporarily present on business, nor any trailers, may be parked within the Properties. Boats, boat trailers, campers, travel trailers, mobile homes, recreational vehicles, and the like, and any vehicles not in operable condition and validly licensed shall only be permitted to be kept within the Properties if such are kept inside a garage and concealed from public view. For the purpose of the foregoing sentence, the term "kept" shall mean present for either a period of six (6) hours or overnight, whichever is less.

Section 14. Antennae and Roof Structures. No television, radio, or other electrical towers, aerials, antennae, satellite, dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or Block or upon any improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae.

To the extent that reception of an acceptable signal would not be impaired, an antenna permissible pursuant to rules of the Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the dwelling and surrounding landscape. Antennae shall be installed in

compliance with all state and local laws and regulations, including zoning land-use, and building regulations

Section 15. Occupancy Restriction. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Lot or remaining in or on the property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association shall not, however, be liable to any Owner or occupant, or anyone visiting any Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

ARTICLE XI ARCHITECTURAL CONTROL

The Association shall have the sole and absolute right to determine the style and appearance of the residential dwellings, fences, walls, structures, and other improvements to be construed on the Lots or Blocks.

After the initial construction on the Lots or Blocks and after conveyance by deed of such Lots or Blocks to persons who are not successor, alternate, or additional Declarants or persons who are engaged in the business of constructing residential dwellings for sale to third parties (including the Builder), no exterior change or modification shall be made to any residential dwelling constructed on a Lot or Block, nor shall any mailbox, lawn decoration, lamppost, or other improvements be added to a Lot or Block until the plans and specifications showing the nature, kind, shape, height, materials, and color to be used on the exterior, and location of the same, shall have been submitted to and approved in writing by the Directors of the Association, or by an Architectural Review Committee composed of three (3) or more representatives appointed by the Board. In the event the Board, or the ARC, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. No approval shall be given by the Directors or the ARC pursuant to the provisions of this Article unless it determines, in its sole discretion, that such approval shall: (1) assure harmony of the external design, materials, and location in relation to surrounding buildings and topography within the Properties; (2) protect and conserve the value and desirability of the Properties as a residential community; (3) be consistent with the provisions of this Declaration; and (4) conform to or enhance, in the sole opinion of the Board or the ARC, the aesthetic appearance of the Properties. Neither the Association, the Directors, nor any member

of the Board or the ARC, shall have any liability to anyone by reason of any acts or action taken or omitted in good faith pursuant to this Article.

ARTICLE XII
SPECIAL PROVISIONS CONCERNING THE COMMON AREA

In addition to any and all other restrictions, provisions and covenants concerning the Common Area contained in this Declaration, the following specific requirements shall apply:

A. The Common Area, as shown on the final plat for the Property as recorded in the Cuyahoga County Records, shall remain as such, subject to the terms, restrictions, provisions and conditions stated in this Declaration.

B. The Association shall not dispose of any of the Common Area without first offering the same to the City of North Royalton for acceptance and dedication.

C. The City of North Royalton is hereby granted the right of entry on and to the Common Area (i) for emergency purposes and (ii) in the event of nonperformance of maintenance or improvement of the Common Area affecting the public interest. In the event of such nonperformance of maintenance or improvements within the Common Area, the city shall have the right, upon providing the Association with at least ten (10) days prior written notice and the opportunity to cure or commence to cure such matters, to make improvements and perform maintenance functions with the costs levied as a lien against the Common Area and the Association and the Association's assets.

D. If the terms and provisions of the Declaration conflict with any of the terms or provisions in the Association's Articles of Incorporation, By-Laws or Rules and Regulations, the terms and provisions contained in this Declaration shall govern.

E. *[Item deleted in its entirety.]*

Each of the above requirements shall run with the land.

IN WITNESS WHEREOF, the Greenbriar at River Valley Homeowners Association, Inc., an Ohio non-profit corporation, has executed this instrument by its authorized officers, on this 17 day of FEBRUARY, 2009.

GREENBRIAR AT RIVER VALLEY HOMEOWNERS ASSOCIATION, INC.

Wayne Repko

WAYNE REPKO, its PRESIDENT

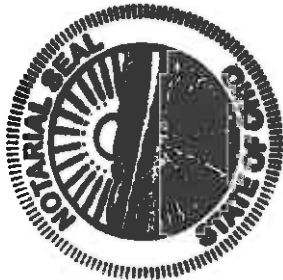
Mark L. Frank

MARK L. FRANK, its SECRETARY

STATE OF OHIO)
) SS:
COUNTY OF Cuyahoga)

Before me, a Notary Public, in and for such County and State, personally appeared the above-named GREENBRIAR AT RIVER VALLEY HOMEOWNERS ASSOCIATION, INC., by its President and its Secretary, respectively, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of such corporation, and the free act and deed of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Royalton, Ohio, this 17th day of February, 2009.



Paula A. Maenza

NOTARY PUBLIC
PAULA A. MAENZA
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires April 30, 2009

This Instrument Prepared By:
Kaman & Cusimano, Attorneys at Law
2000 Terminal Tower
50 Public Square
Cleveland, Ohio 44113
(216) 696-0650

EXHIBIT D

SECOND

AMENDED AND RESTATED BYLAWS

OF

GREENBRIAR AT RIVER VALLEY HOMEOWNERS

ASSOCIATION, INC.

SECOND
 AMENDED AND RESTATED BYLAWS
 OF
 GREENBRIAR AT RIVER VALLEY HOMEOWNERS ASSOCIATION, INC.

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EXHIBIT D
SECOND
AMENDED AND RESTATED BYLAWS
OF
GREENBRIAR AT RIVER VALLEY HOMEOWNERS ASSOCIATION, INC.
EFFECTIVE AS OF JANUARY 31, 2005

A Corporation Not for Profit
Under the Laws of the State of Ohio

These are the Bylaws ("Bylaws") of GREENBRIAR AT RIVER VALLEY HOMEOWNERS ASSOCIATION, INC. (herein for convenience called the "Association"), a corporation not for profit incorporated under the laws of the State of Ohio, successor by merger of Greenbriar at River Valley Master Association, Inc., an Ohio non-profit corporation ("Master Association") with Greenbriar at River Valley Phase Association, Inc., an Ohio non-profit corporation ("Phase Association").

WHEREAS, the Bylaws were first adopted and became effective for the Association on January 31, 2005. The history of the Association's formation from the merger of two other entities/associations is set forth in the WHEREAS clauses to the Amended and Restated Bylaws as adopted on January 31 2005; and

WHEREAS, on March 6, 2008, the Association, with and upon the written affirmative vote of more than two-thirds (2/3rds) of the Association's voting power, caused amendments to the Amended and Restated Bylaws to be made and filed at Instrument No. 200803060520 of the Cuyahoga County Records ("2008 Amendments"); and

WHEREAS, for ease of reference and use the Association now desires to restate the Amended and Restated Bylaws, as amended by the 2008 Amendments, with the express understanding that any inconsistency between this Second Amended and Restated Bylaws of Greenbriar at River Valley Homeowners Association Inc. ("Second Amended and Restated Declaration") and the Amended and Restated Bylaws and/or 2008 Amendments, shall be resolved in favor of the Amended and Restated Bylaws and/or 2008 Amendments; and

WHEREAS, the only provisions from the 2008 Amendments and that are not included in this Second Amended and Restated Bylaws is the following statement, the first sentence of which has been modified so as to apply to all provisions modified by the 2008 Amendments:

Any conflict between the above deletions and modifications and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

WHEREAS, unless specifically stated otherwise below, as used in this Second Amended and Restated Bylaws, the term "Bylaws" refers to the Amended and Restated Declaration as amended from time to time by Declarant and as further amended from time to time by the Lot Owners and filed with the Cuyahoga County Recorder.

ARTICLE I ASSOCIATION

Section 1.1. Office. The initial registered office of the Association shall be at 10317 River Run Lane, North Royalton, Ohio 44133, or such other place as shall be designated by its Board of Directors.

Section 1.2. Fiscal Year. The fiscal year of the Association shall be January 1 to December 31 of each year.

Section 1.3. Name. The name of the Association shall be "Greenbriar at River Valley Homeowners Association, Inc."

ARTICLE II DEFINITIONS

Section 2.1. Definition. All terms defined in the Declaration shall have the same meanings when used herein unless otherwise noted.

ARTICLE III OBJECTS, PURPOSES AND POWERS

Section 3.1. This Association is a corporation not for profit. No part of its net earnings shall inure to the benefit of any private shareholder or Member.

Section 3.2. The objects and purposes for which this Association is organized are as follows:

3.3.7. To purchase insurance for the protection of the Association and its Members.

3.3.8. To reconstruct improvements constructed on its property after casualty or other loss.

3.3.9. To make additional improvements to its property in accordance with the Declaration.

3.3.10. To acquire and enter into agreements whereby it acquires leaseholds, memberships, or other possessory or use interests in lands or facilities including but not limited to marinas, lakes, and other recreational facilities, whether or not contiguous.

3.3.11. The Association may purchase, lease, rent, and finance the purchase of equipment, furniture and other items for the benefit of the Association or its members.

ARTICLE IV MEMBERSHIP

Section 4.1. Identity. The Members of the Association shall consist of all owners of record title to Properties as provided in the Declaration.

Section 4.2. Transfer. Membership in the Association cannot be transferred in any manner except as may be provided in the Declaration.

Section 4.3. Class. The Association shall have one (1) class of voting membership: Class A. All votes shall be cast in the manner provided in these Bylaws. When more than one person or entity holds an interest in any Lot or Block, the vote for such Lot shall be exercised as such persons or entities determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to any such Lot nor shall any split vote be permitted with respect to such Lot. Class A members shall be all Owners of Lots subject to assessment. Owners of Class A Lots shall be entitled to one (1) vote for each Lot owned.

- B. Class B. *[Item deleted in its entirety.]*
- C. Termination of Class B. *[Item deleted in its entirety.]*
- D. Computation. *[Item deleted in its entirety.]*

**ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 7.1. Powers. The Board of Directors shall have the powers set forth in the Articles of Incorporation and as provided by Ohio law.

Section 7.2. Director Absences. In the event that any member of the Board of Directors of the Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant and the provisions relating to the filling of a vacancy of the Board of Directors as set forth in these Bylaws shall become operative.

Section 7.3. Duties. It shall be the duty of the Board of Directors:

7.3.1. To keep a complete record of all its acts and corporate affairs and to make reports of major acts and financial condition to the Members at the annual meeting or by written report in lieu of a report at the annual meeting.

7.3.2. To supervise all officers, agents, and employees of the Association.

7.3.3. To fix the amount of the annual Assessment against each Lot or Block owned by a Member at least thirty (30) days in advance of the date any payment of such Assessment is due.

7.3.4. To prepare and maintain a roster of the Lots or Blocks, and the Owners thereof and Assessments applicable thereto, which shall be kept in the offices of the Association and shall be open to inspection by any Member, and to send written notice of each Assessment to every Member.

7.3.5. To issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether all assessments, including installments thereof, have been paid and identifying the amount of any unpaid Assessment and the period to which such unpaid Assessment relates. Such certificate shall be conclusive evidence to the person to whom it is addressed of payment of any Assessment which is stated to have been paid.

7.3.6. To obtain and maintain an insurance policy or insurance policies for the protection of the Association covering the Common Area and covering such risks and with such deductible amounts as the Board of Directors shall determine.

7.3.7. To make available to Owners and to lenders, holders, insurers, or guarantors of any first mortgage, current copies of the Declaration, Articles, Bylaws, rules concerning the project, and the books, records, and financial statements of the Association. "Available" means available for inspection, upon request, during normal

business hours or under other reasonable circumstances.

7.3.8. To provide to any holder of a first mortgage, upon written request, a financial statement for the immediately preceding fiscal year.

7.3.9. To make, amend, and rescind from time to time operating rules and regulations governing the use of the Common Area and the Association and to assess fines for violation of the Declaration and the operating rules.

ARTICLE VIII DIRECTORS MEETINGS

Section 8.1. Time and Place. Meetings of the Board of Directors may be held at any place within or without the State of Ohio. The Board of Directors shall meet within fourteen (14) days following the close of the Annual Meeting of the Members. Regular meetings of the Board of Directors may be held at such time and place as shall from time to time be determined by the Board of Directors.

Section 8.2. Notice. Notice of regular meetings of the Board of Directors is required and the schedule for regular meetings of the Board of Directors shall be published to the Members. If the day for a regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday.

Section 8.3. Special Meetings. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any Director after not less than forty-eight (48) hours notice to each Director except in the case of an emergency.

Section 8.4. Waivers, Consents, and Approvals. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, or approval shall be filed with the Association's records and shall be made a part of the minutes of the meeting.

Section 8.5. Quorum. The majority of the Board of Directors shall constitute a quorum thereof.

Section 8.6. Adjourned Meetings. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that

might have been transacted at the meeting as originally called may be transacted without further notice.

ARTICLE IX OFFICERS

Section 9.1. Officers. The officers shall be a President, one or more Vice Presidents, a Secretary and a Treasurer and may include such Assistant Secretaries and such Assistant Treasurers as the Board of Directors may determine. The President shall be a Member of the Board of Directors.

Section 9.2. Majority Vote. The officers shall be chosen by majority vote of the Directors.

Section 9.3. Term. All officers shall hold office during the pleasure of the Board of Directors.

Section 9.4. President. The President shall preside at all meetings of the Board of Directors, and shall see that orders and resolutions of the Board of Directors are carried out, and sign all notices, checks, leases, mortgages, deeds, and all other written instruments as may be incidental to the orders and the resolutions of the Board of Directors and the proper operation of the Association.

Section 9.5. Vice President. The Vice President shall perform all the duties of the President in his or her absence or at the direction of the Board of Directors.

Section 9.6. Secretary. The Secretary shall be "ex officio" the Secretary of the Board of Directors, and shall record the vote and keep the minutes of all proceedings in a book to be kept for such purpose. The Secretary shall keep the records of the Association and shall record in a book kept for such purpose the names of all members of the Association together with their addresses as registered by such members.

Section 9.7. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided however that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall keep proper books of account and cause financial statements to be made at the completion of each fiscal year. The Treasurer shall prepare the annual budgets to be submitted to the Directors for review and approval and an annual statement of receipts and disbursements shall be presented to the membership at or before each regular Annual Meeting.

Section 9.8 Initial Officers: The Initial Officers of the Association are:
[Item deleted in its entirety.]

ARTICLE X COMMITTEES

Section 10.1. Standing Committees. The Board of Directors may appoint such standing committees, as it deems desirable. Each standing committee shall include a member of the Board of Directors. The standing committee may be appointed by the Board of Directors immediately after each Annual Meeting to serve until the close of the next Annual Meeting.

Section 10.2. Review of Complaints. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties, and activities in its field of responsibility. It shall dispose of such complaints, as it deems appropriate or refer them to the Board of Directors.

ARTICLE XI MEETINGS OF MEMBERS

Section 11.1. Annual Meeting. The first Annual Meeting of the Class A Members shall be held at 7:00 p.m. on the first Tuesday in March of each ensuing year provided, however, if the day is a legal holiday, the meeting shall be held at the same hour on the following Thursday. The place of the Annual Meeting shall be determined by the Board of Directors.

Section 11.2. Special Meetings. Special meetings of members may be called at any time by the President or by any two (2) or more members of the Board of Directors or may be called upon the written request of the members who have the right to cast one-fifth (1/5) of the total votes entitled to be cast under the provisions of the Articles of Incorporation at the time such written request is made.

Section 11.3. Notice. Notice of meetings of Class A Members shall be given to the Members by the Secretary either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid, to their addresses appearing on the books of the Association. Each Member shall register such Member's address with the Secretary, and notices of meetings shall be mailed to such address. Notice of any regular or special meeting shall be mailed at least twenty (20) days in advance of the meeting, and shall set forth in general the nature of the business to be transacted.

Section 11.4. Quorum. The presence at the meetings of Members entitled to cast, or of proxies entitled to cast, one-fifth (1/5) of the votes entitled to be cast shall constitute a quorum for any actions unless it is provided otherwise in the Declaration or the Articles of Incorporation, or elsewhere in these Bylaws.

ARTICLE XII PROXIES

Section 12.1. Form of Vote. At all meetings of members, each Member entitled to vote may vote in person or by proxy, except as may be prohibited by law.

Section 12.2. Proxies. All proxies shall be in writing and filed with the Secretary of the Association. No proxy shall extend beyond a period of twelve (12) months, and every proxy shall automatically cease if the person granting the proxy ceases to be a Member.

ARTICLE XIII LENDER'S NOTICES

Section 13.1. Notices. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor and the Lot, Unit, or Parcel number on which a security interest is held, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a) Any sixty (60) day delinquency in the payment of any assessments or charges owed by the Owner of any Lot, unit, or Parcel on which it holds the mortgage.

(b) Any action, which affects title to Common Area, except for repairs, maintenance, and emergencies.

ARTICLE XIV INSURANCE AND FIDELITY BONDS

Section 14.1. Insurance/Bonds. To the extent that coverage is available, the Association will maintain in effect casualty and liability insurance and fidelity bond coverage as specified in the FNMA Lending Guide, Chapter Three, Part 5, Insurance Requirements.

**ARTICLE XV
NO PARTITION OF COMMON AREA**

Section 15.1. No Partition. There shall be no judicial partition of the Common Area or any other part thereof, nor shall any person acquiring an interest in the Common Area or any part thereof seek such judicial partition. This provision may not be amended without the consent of all Members and the holders of all mortgages on Lots, Units, and Parcels.

**ARTICLE XVI
INDEMNIFICATION**

Section 16.1. Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party of any threatened, pending, or completed action, suit, or proceeding, or appeal there from, whether civil, criminal, administrative, investigative, or otherwise (other than any action by or in the right of the Association) by reason of the fact that he or she is or was a director, officer, or employee of the Association, or at the express or implied request of the Association is or was serving as a director, Director, officer, or employee of another association or a partnership, joint venture, trust, or other enterprise (including without limitation any affiliated association, partnership, joint venture, trust, or other enterprise), against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if he or she acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful.

Section 16.2. Derivative Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association, or appeal there from, to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, or employee of the Association, or at the express or implied request of the Association is or was serving as a director, Director, officer, or employee of another association or a partnership, joint venture, trust, or other enterprise (including without limitation any affiliated association, partnership, joint venture, trust, or other enterprise), against expenses (including attorney's fees and amount paid in settlement) actually and reasonably incurred in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association; provided, however, that no person shall be entitled to indemnification under this Section 16.2 in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his or her duty to the Association.

Section 16.3. Successful Defense. To the extent that a director, officer, or employee has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in section 16.1 or 16.2 of this Article XVI, or in defense of any claim, issue, or matter mentioned therein, such determination shall constitute conclusive evidence of such person's right to be indemnified against expenses (including attorneys' fees) actually and reasonably incurred in connection therewith, and the Board of Directors of the Association shall direct the reimbursement of all such expenses.

Section 16.4. Determination of Propriety of Indemnification. No person seeking indemnification under Section 16.1 or 16.2 of this Article XVI shall be indemnified unless pursuant to a determination by a court or unless the Board of Directors in good faith by a majority vote of Directors who were no parties to such action, suit, or proceeding determine that the standards set forth in such Sections have been met in the circumstances. The Association may provide for additional indemnification and right to any person (including without limitation those persons referred to in Sections 16.1 and 16.2 of this Article XVI), in each case except as otherwise ordered by a court or prohibited by law.

ARTICLE XVII CONTRACTS

[Article deleted in its entirety.]

ARTICLE XVIII RESERVES

Section 18.1. Reserves. The Association is required to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Area and the portions of the Lots, Units, and Parcels, which the Association may be obligated to maintain. The fund is to be maintained out of regular assessments for common expenses.

ARTICLE XIX INSPECTION OF BOOKS AND PAPERS

Section 19.1. Inspection. The bookkeeping records of the Association shall at all times, during reasonable business hours, be subject to the inspection by any Member and by any holder of a first mortgage on any Lot, Unit, or Parcel.

**ARTICLE XX
PARLIAMENTARY RULE**

Section 20.1. Parliamentary Rule. Roberts Rules of Order (latest edition) shall govern the conduct of the Association proceedings when not in conflict with the Declaration or the Articles of Incorporation.

**ARTICLE XXI
AMENDMENTS TO BYLAWS**

Section 21.1. Amendments. These Bylaws also may be amended by two-thirds (2/3) of the Members of the Association entitled to vote, except as to those provisions where a greater vote is required.

Section 21.2. Amendment to Articles. The Articles of Incorporation of the Association may be amended by an affirmative vote of two-thirds (2/3) of the votes cast by the Members of the Association entitled to vote.

**ARTICLE XXII
CONFLICTS**

Section 22.1. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XXIII
DISPOSITION OF ASSETS UPON DISSOLUTION**

Section 23.1. Disposition. No Member, Director, or officer of the Association or other private individual shall be entitled to share in the distribution of any of its assets upon dissolution of the Association. Unless agreed to the contrary by two-thirds (2/3) of each and every class of members upon dissolution of the Association, the assets of the Association shall be granted, conveyed, and assigned to an appropriate public body, agency, or agencies, utility or utilities, or any one or more of them or to any one or more nonprofit associations, trusts, or other organizations to be devoted to purposes as nearly as practical the same as those to which they were required to be devoted by the Association. No disposition of the Association's assets shall divest or diminish the any right or title of any Member vested under the Declaration unless made in accordance with the provisions of such Declaration.

CUYAHOGA COUNTY RECORDER
PATRICK O'MALLEY - 19
DECL 3/6/2008 2:44:48 PM
200803060520

AMENDMENTS TO THE
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GREENBRIAR AT RIVER VALLEY
HOMEOWNERS ASSOCIATION, INC.

PLEASE CROSS MARGINAL REFERENCE WITH THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
GREENBRIAR AT RIVER VALLEY HOMEOWNERS ASSOCIATION, INC.
RECORDED AT INSTRUMENT NO 200502250427, OF THE CUYAHOGA COUNTY
RECORDS.

AMENDMENTS TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
GREENBRIAR AT RIVER VALLEY HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Homeowners Association Inc. (the "Declaration") was recorded at Cuyahoga County Records Instrument No. 200502250427 and the Amended and Restated Bylaws of Greenbriar at River Valley (the "Bylaws") was adopted and effective as of January 31, 2005, and

WHEREAS, the Greenbriar at River Valley Homeowners Association Inc. (the "Association") is a corporation consisting of all Owners in Greenbriar at River Valley and as such is the representative of all Owners, and

WHEREAS, Article VIII, Section 3 of said Declaration authorizes amendments to the Declaration and Article XXI, Section 21.1 of the Bylaws authorizes amendments to the Bylaws, and

WHEREAS, Owners representing at least two-thirds (2/3rds) of the Association's voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments") to/in the Declaration and/or Bylaws, and

WHEREAS, the Association has in its records the signed, written consents to the Amendment A signed by Owners representing 85.84% of the Association's voting power as of February 12, 2008, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 85.84% of the Association's voting power authorizing the Association's officers to execute the Amendment A on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to the Amendment C signed by Owners representing 77.43% of the Association's voting power as of February 12, 2008, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 77.43% of the Association's voting power authorizing the Association's officers to execute the Amendment C on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to the Amendment D signed by Owners representing 66.81% of the Association's voting power as of February 12, 2008, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 66.81% of the Association's voting power authorizing the Association's officers to execute the Amendment D on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to the Amendment E signed by Owners representing 86.28% of the Association's voting power as of February 12, 2008, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 86.28% of the Association's voting power authorizing the Association's officers to execute the Amendment E on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to the Amendment F signed by Owners representing 77.88% of the Association's voting power as of February 12, 2008, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 77.88% of the Association's voting power authorizing the Association's officers to execute the Amendment F on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as required by the said Declaration and Bylaws, respectively, have in all respects been complied with.

NOW THEREFORE, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Homeowners Association Inc. (the "Declaration") and the Amended and Restated Bylaws of Greenbriar at River Valley are hereby amended by the following:

AMENDMENT A

MODIFY the 1st SENTENCE of DECLARATION ARTICLE II, SECTION 1 entitled, "Lawn Care, Landscaping, Street Maintenance, Snow Plowing and Other Responsibilities." Said modification, to be made on Page 4 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427, is as follows (deleted language is crossed-out):

The Declarant ~~has entered into and filed this Declaration and organized the Association, to insure that the Common Area and other land, if any, for which it is responsible will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and to provide for other matters of concern to the Owners.~~

DELETE DECLARATION ARTICLE II, SECTION 2 entitled, "Expansion of the Common Area," in its entirety. Said deletion to be taken from Page 4 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427.

MODIFY DECLARATION ARTICLE II, SECTION 3 entitled, "Housing for Older Persons," to read Section 2. Said modification, to be made on Page 5 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427.

DELETE DECLARATION ARTICLE III, SECTION 1, PARAGRAPH E, in its entirety. Said deletion to be taken from Page 5 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427.

MODIFY DECLARATION ARTICLE III, SECTION 1, PARAGRAPH I. Said modification, to be made on Page 6 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427, is as follows (deleted language is crossed-out):

I. subject to the terms of Article XII, the right of the Association to sell, lease or transfer all or any part of the Common Area that has been deeded to the Association to a third party ~~other than Declarant~~ or any Owner, as provided by its Articles; provided, however, that any sale, lease or transfer of any part of the Common Area that has been deeded to the Association shall require the approval of two-thirds (2/3) of each class of members. This paragraph may not be amended without the approval of two-thirds (2/3) of each class of members;

DELETE DECLARATION ARTICLE III, SECTION 1, PARAGRAPHS J and K, in its entirety. Said deletions to be taken from Page 6 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427.

MODIFY DECLARATION ARTICLE III, SECTION 4 entitled, "Signs Prohibited." Said modification, to be made on Page 6 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427, is as follows (deleted language is crossed-out):

Section 4. Signs Prohibited. No sign of any kind shall be displayed in the Common Area, without the prior written consent of the Association. This section, however, shall not apply ~~to the Declarant or to the Association or to these actively constructing residences within the Properties for sale to others.~~

DELETE DECLARATION ARTICLE III, SECTION 7, entitled, "Title to Common Area," in its entirety. Said deletion to be taken from Page 6 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427.

MODIFY DECLARATION ARTICLE III, SECTION 8 entitled, "Zoning Code Compliance." Said modification, to be made on Page 6 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427, is as follows (deleted language is crossed-out; new language is underlined):

Section 8. Zoning Code Compliance. ~~Neither Declarant, nor the~~ The Association shall not revoke, modify or amend this Declaration in a manner that reduces the size of the Common Area to less than the area required by the City of North Royalton as of the original date of this Declaration.

DELETE the LAST SENTENCE of DECLARATION ARTICLE IV, SECTION 1, entitled, "Membership," in its entirety. Said deletion to be taken from Page 7 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427.

MODIFY DECLARATION ARTICLE IV, SECTION 2 entitled, "Classes," as well as PARAGRAPH A THEREOF. Said modification, to be made on Page 7 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427, is as follows (deleted language is crossed-out):

Section 2. Classes. The Association shall have one (1) ~~two (2)~~ classes of voting membership: Class A ~~and Class B.~~ All votes shall be cast in the manner provided in the Bylaws. When more than one person or entity holds an interest in any Lot or Block, the vote for such Lot or Block shall be exercise as such persons or entities determine, but in no event shall more than the number of votes hereafter designated be case with respect to any such Lot or Block, nor shall any split vote be permitted with respect to such Lot or Block. ~~The two classes of voting memberships and voting rights related thereto, are as follow:~~ A. Class A. Class A members shall be all Owners of Lots or Blocks subject to assessment ~~provided, however, so long as there is Class B membership, the Declarant shall not be a Class A member.~~ Owners of Class A Lots shall be entitled to one (1) vote for each Lot owned.

DELETE PARAGRAPHS B AND C from DECLARATION ARTICLE IV, SECTION 2 entitled, "Classes," in their entirety. Said deletions to be taken from Page 7 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427.

DELETE DECLARATION ARTICLE V, SECTION 7, entitled, "Title to Common Area," in its entirety. Said deletion to be taken from Page 9 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427.

MODIFY DECLARATION ARTICLE V, SECTION 8 entitled, "Zoning Code Compliance." Said modification, to be made on Page 9 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427, is as follows (deleted language is crossed-out; new language is underlined):

Section 8. Zoning Code Compliance. ~~Neither Declarant, nor t~~The Association shall not revoke, modify or amend this Declaration in a manner that reduces the size of the Common Area to less than the area required by the City of North Royalton as of the original date of this Declaration.

MODIFY the 1st SENTENCE and DELETE the 5th SENTENCE in DECLARATION ARTICLE VI, SECTION 1, entitled "Creation of the Lien and Personal Obligation of Assessments" Said modification to be taken from Page 9 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427, is as follows (deleted language is crossed-out; new language is underlined):

~~The Declarant for each Lot or Block owned by it within the Property, hereby covenants, and e~~Each Owner of any Lot or Block, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (a) annual assessments or charges, and (b) special assessments for capital improvements and unexpected operating costs, such assessments to be established and collected as hereinafter provided.

...

~~A Claim of Lien may be filed against a Lot or Block for unpaid assessments after conveyance of the Lot by the Declarant.~~

DELETE the LAST SENTENCE from DECLARATION ARTICLE VI, SECTION 6, entitled, "Annual Assessment," in its entirety. Said deletion to be taken from Page 10 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427.

DELETE DECLARATION ARTICLE VI, SECTION 7, entitled, "Declarant's Assessments," in its entirety. Said deletion to be taken from Pages 10-11 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427.

MODIFY DECLARATION ARTICLE VI, SECTION 8 entitled, "Exemption from Assessments." Said modification, to be made on Page 11 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427, is as follows (deleted language is crossed-out):

Section 8. Exemption from Assessments. The assessments, charges, and liens provided for or created by this Article VI shall not apply to: ~~(i) the Declarant; (ii) the Builder; or (iii)~~ the Common Area or any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, or any property used for commercial purposes.

Notwithstanding the foregoing, any Lots from which the Builder derives any rental income, or holds an interest as mortgagee or contract seller, shall be assess at the same amount as Lots owned by Owners ~~other than the Declarant and the Builder~~, prorated as of and commencing with the month following the earlier of the execution of the rental agreement or mortgage or the contract purchaser's entry into possession, as the case may be.

DELETE the 1st TWO SENTENCES from DECLARATION ARTICLE VI, SECTION 9 entitled, "Date of Commencement of Annual Assessments; Due Dates," in its entirety. Said deletion, to be taken from Page 11 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427.

DELETE DECLARATION ARTICLE VII entitled, "ADDITIONAL PROPERTY," in its entirety. Said deletion to be taken from Pages 12-15 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427.

MODIFY DECLARATION ARTICLE VIII, SECTION 1, PARAGRAPH A entitled, "Persons Entitled to Enforce." Said modification, to be made on Page 15 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427, is as follows (deleted language is crossed-out):

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

DELETE the LAST SUBPARAGRAPH of DECLARATION ARTICLE VIII, SECTION 1, PARAGRAPH C, entitled, "Mediation and Arbitration," in its entirety. Said deletion to be taken from Page 16 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427.

DELETE the 4th and 5th SENTENCES from DECLARATION ARTICLE VIII, SECTION 3, entitled, "Amendment," in their entirety. Said deletion to be taken from Page 16 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427.

DELETE DECLARATION ARTICLE VIII, SECTION 4, entitled, "Exception," in its entirety. Said deletion to be taken from Page 17 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427.

DELETE DECLARATION ARTICLE VIII, SECTION 6, entitled, "Obligation of Cooperation By Association," in its entirety. Said deletion to be taken from Page 17 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427.

DELETE DECLARATION ARTICLE VIII, SECTION 7, entitled, "Reservations," in its entirety. Said deletion to be taken from Pages 17-18 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427.

DELETE DECLARATION ARTICLE VIII, SECTION 8, entitled, "Deed Restrictions," in its entirety. Said deletion to be taken from Pages 18-19 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427.

MODIFY DECLARATION ARTICLE IX, SECTION 2. Said modification, to be made on Page 19 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427, is as follows (deleted language is crossed-out):

Section 2. The Declarant reserves the right, ~~for itself and its designee (so long as Declarant or said designee owns a Lot or Block)~~ and for the Board of Trustees of the Association, without joinder or consent of any Owner, member, or other person or entity whatsoever, to grant such additional easements, including, but not limited to, irrigation wells and pumps, cable television, television antennas, electric, gas, water, sewer, or other utility easements, or to relocate any existing utility easement if any said Board of Trustees shall deem necessary or desirable for the proper operation and maintenance of the Properties, or any portion thereof, ~~or the~~ for the general health or welfare of the Lot or Block Owners, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Lot, Block or Common Area for permitted purposes.

DELETE DECLARATION ARTICLE IX, SECTION 3 in its entirety. Said deletion to be taken from Page 19 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427.

MODIFY DECLARATION ARTICLE X, SECTION 1 entitled, "Model Homes." Said modification, to be made on Pages 19-20 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427, is as follows (deleted language is crossed-out; new language is underlined):

Section 1. Model Homes Use. No trade, business, profession, or other type of commercial activity shall be carried on upon any Lot or Block, except that ~~real estate brokers, the Builder, Owners and their agents~~ may show Lots or Blocks, for sale or lease. ~~Every person or entity purchasing a Lot or Block~~

~~recognizes that the Declarant, its agents and designated assigns, including the Builder, shall have the right to (1) use Lots or Blocks, and improvements erected thereon for sales offices, field construction, office, storage facilities, and its own general business offices, (2) maintain fluorescent-lighted or spot-lighted model homes which are open to the public for inspection seven (7) days per week for such hours as the Declarant or Builder deems appropriate or necessary, (3) conduct any other activities on Lots or Blocks to benefit sales efforts, and (4) use the parking facilities on the Common Area for its parking for its employees and invitees including the Builder.~~

MODIFY DECLARATION ARTICLE X, SECTION 2 entitled, "Use of Accessory Structures." Said modification, to be made on Page 20 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427, is as follows (deleted language is crossed-out):

Section 2. Use of Accessory Structures. No tent, shack, barn, utility shed, or other building, other than a dwelling and its required garage, shall, at any time, be erected on a Lot or Block and used temporarily or permanently as a resident or for any other purpose, ~~except temporary buildings, offices, or facilities used by Declarant, Builder, or contractors, with the written approval of the Declarant.~~

MODIFY DECLARATION ARTICLE X, SECTION 5 entitled, "Lot Upkeep." Said modification, to be made on Page 20 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427, is as follows (deleted language is crossed-out; new language is underlined):

Section 5. Lot Upkeep. ~~After an Owner acquires title to a Lot from Declarant or Builder, l~~awn maintenance and snow removal with respect to ~~such Lots~~ shall be the responsibility of the Association representing such Lots.

MODIFY the FIRST and LAST SENTENCES in DECLARATION ARTICLE X, SECTION 8 entitled, "Failure to Maintain." Said modification, to be made on Pages 20-21 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427, is as follows (deleted language is crossed-out):

If the Owner of a house on a Lot fails to maintain the exterior of such house, ~~either the Declarant or the Association,~~ after giving such Owner at least ten (10) days written notice, shall be authorized to undertake such maintenance at the Owner's expense. ... If such maintenance is undertaken by the Association ~~or Declarant,~~ the charge therefor and all costs of enforcement and collection shall be secured by a lien on the applicable Lot and house thereon.

DELETE the 4th PARAGRAPH from DECLARATION ARTICLE X, SECTION 9, entitled, "Age Restriction," in its entirety. Said deletion to be taken from Page 21 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427.

MODIFY the 5th PARAGRAPH in DECLARATION ARTICLE X, SECTION 9 entitled, "Age Restriction." Said modification, to be made on Page 21 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427, is as follows (deleted language is crossed-out):

~~The Declarant or the Board of Trustees shall have the right to promulgate, from time to time, reasonable rules and regulations governing the visitation and temporary residence of, or use of common facilities by, persons under eighteen (18) years of age.~~

DELETE the LAST SENTENCE from DECLARATION ARTICLE X, SECTION 11, entitled, "Signs," in its entirety. Said deletion to be taken from Page 21 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427.

DELETE DECLARATION ARTICLE XII, PARAGRAPH E in its entirety. Said deletion to be taken from Page 24 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427.

MODIFY BYLAWS ARTICLE IV, SECTION 4.1 entitled, "Identity." Said modification, to be made on Page 4 of the Bylaws, is as follows (deleted language is crossed-out):

Section 4.1 Identity. The Members of the Association shall consist of ~~the Declarant and all owners of record title to Properties as provided in the Declaration.~~

MODIFY PARAGRAPH A in BYLAWS ARTICLE IV, SECTION 4.3 entitled, "Classes." Said modification, to be made on Pages 4-5 of the Bylaws, is as follows (deleted language is crossed-out; new language is underlined):

Section 4.3. Classes. The Association shall have one (1) ~~two (2)~~ classes of voting membership: Class A ~~and Class B~~. All votes shall be cast in the manner provided in these Bylaws. When more than one person or entity holds an interest in any Lot or Block, the vote for such Lot ~~or Block~~ shall be exercised as such persons or entities determine, but in no event shall more than the number of votes hereafter designated be cast with respect to any such Lot ~~or Block~~, nor shall any split vote be permitted with respect to such Lot ~~or Block~~. ~~The two classes of voting memberships and voting rights related thereto are as follow: A. —~~ Class A. ~~Class A members shall be all Owners of Lots or Blocks subject to assessment provided, however, so long as there is Class B~~

~~membership, the Declarant shall not be a Class A member.~~ Owners of Class A Lots shall be entitled to one (1) vote for each Lot owned.

DELETE PARAGRAPHS B, C, D, AND F in BYLAWS ARTICLE IV, SECTION 4.3 entitled, "Classes," in its entirety. Said deletion to be taken from Pages 4-5 of the Bylaws.

DELETE BYLAWS ARTICLE V, SECTION 5.1 entitled, "Selection; Term of Office," in its entirety. Said deletions to be taken from Pages 5-6 of the Bylaws.

DELETE BYLAWS ARTICLE V, SECTION 5.2 entitled, "Designation of Trustees by the Class B Member," in its entirety. Said deletions to be taken from Page 6 of the Bylaws.

MODIFY BYLAWS ARTICLE IV, SECTION 5.3 entitled, "Election of Trustees by the Class A Members." Said modification, to be made on Page 6 of the Bylaws, is as follows (deleted language is crossed-out; new language is underlined):

Section 5.3 Election of Trustees by the Class A Members. ~~After the time at which the Class B membership terminates as provided in Article V of the Articles of Incorporation, u~~Unless and until a majority of the Board of Trustees elects to increase the size of the Board, the Board shall consist of three (3) members who shall be elected in the following manner:

5.3.1 ~~The incumbent Board of Trustees designated by the Class B member shall hold office until the election of their successors by the Class A members at the first meeting of the Class A Members, which shall be held for this purpose not later than six (6) months after the termination of the Class B Membership.~~

~~5.3.2. At the first meeting of the Class A Members held for such purpose, u~~Unless the number of members of the Board of Trustees is expanded by the majority vote of the Board of Trustees, there shall be elected in the manner set forth in Article VI of these Bylaws three (3) Trustees, one for a term of 3 years, one for a term of 2 years, and one for a term of one (1) year.

MODIFY BYLAWS ARTICLE IV, SECTION 5.4 entitled, "Vacancies." Said modification, to be made on Page 6 of the Bylaws, is as follows (deleted language is crossed-out; new language is underlined):

Section 5.4 Vacancies. Vacancies on the Board of Trustees shall be filled by the majority of the remaining Trustees, any such appointed Trustee to hold office until his or her successor is elected by the Class A Members ~~or appointed by the Class B member, as the case may be,~~ who are entitled to elect the

Trustee at the next annual meeting of the Members or at any special meeting duly called for that purpose.

MODIFY the 1st SENTENCE of BYLAWS ARTICLE VIII, SECTION 8.2 entitled, "Notice." Said modification, to be made on Page 9 of the Bylaws, is as follows (deleted language is crossed-out; new language is underlined):

~~No~~ Notice of regular meetings of the Board of Trustees is required, ~~but when the Class B membership is terminated, and~~ the schedule for regular meetings of the Board of Trustees shall be published to the Members.

DELETE BYLAWS ARTICLE IX, SECTION 9.8 entitled, "Initial Officers. The Initial Officers of the Association are:" in its entirety. Said deletion, to be made on Page 10 of the Bylaws.

DELETE, in its entirety, the 1st PARAGRAPH of and MODIFY the 2nd PARAGRAPH of BYLAWS ARTICLE XI, SECTION 11.1 entitled, "Annual Meeting." Said modifications, to be made on Page 11 of the Bylaws, is as follows (deleted language is crossed-out):

The ~~first~~ Annual Meeting of the Class A Members shall be held ~~on a date selected by the Class B member, which is not later than six (6) months after the termination of the Class B membership. Thereafter, the regular Annual Meeting of the Members shall be held at 7:00 p.m. on the first Tuesday in March of each ensuing year provided, however, if the day is a legal holiday, the meeting shall be held at the same hour on the following Thursday. The place of the Annual Meeting shall be determined by the Board of Trustees.~~

MODIFY BYLAWS ARTICLE XI, SECTION 11.2 entitled, "Special Meetings." Said modifications, to be made on Page 11 of the Bylaws, is as follows (deleted language is crossed-out):

Section 11.2 Special Meetings. Special meetings of members may be called at any time by the President or by any two (2) or more members of the Board of Trustees. ~~After termination of the Class B Membership, special meetings of Class A Members also~~ or may be called upon the written request of the members who have the right to cast one-fifth (1/5) of the total votes entitled to be cast under the provisions of the Articles of Incorporation at the time such written request is made.

DELETE ARTICLE XVII, SECTION 17.1 entitled, "Contracts," in its entirety. Said deletions to be taken from Page 13 of the Bylaws.

MODIFY BYLAWS ARTICLE XXI, SECTION 21.1 entitled, "Amendments." Said modifications, to be made on Page 14 of the Bylaws, is as follows (deleted language is crossed-out):

Section 21.1 Amendments. ~~Except as otherwise specifically provided herein, until the time at which the Class B membership terminates and the Class A membership is entitled to voting rights, as provided for in the Articles of Incorporation, these Bylaws may be amended upon a majority vote of the Board of Trustees. After such time as the Class A Members shall be entitled to full voting privileges, t~~These Bylaws also may be amended by two-thirds (2/3) of the Members of the Association entitled to vote, except as to those provisions where a greater vote is required.

Any conflict between these provisions and any other provisions of the Declaration or Bylaws shall be interpreted in favor of this amendment deleting certain references to the Declarant, Builder and the Class B Member. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in a court of common pleas within one year of the recording of the amendment.