

AMENDMENT B

[Intentionally Left Blank – Amendment Proposal Did Not Pass]

AMENDMENT C

DELETE BYLAWS ARTICLE V, SECTION 5.1 entitled, "Selection: Term of Office," and SECTION 5.2 entitled, "Designation of Trustees by the Class B Member," and SECTION 5.3 entitled, "Election of Trustees by the Class A Members," in their entirety. Said deletions to be taken from Pages 5-6 of the Bylaws.

INSERT a new BYLAWS ARTICLE V, SECTION 5.1 entitled, "Term of Office." Said new addition, to be added on Page 6 of the Bylaws, is as follows:

Section 5.1 Term of Office. Trustees shall be elected to serve two (2) year staggered terms, maintaining at all times a 3-2 rotation. The office of a Trustee who resigns or who ceases to be qualified to serve as such shall automatically become vacant immediately thereupon.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment providing for Board member terms of two (2) years each. 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 within one year of the recording of the amendment.

MODIFY BYLAWS ARTICLE V, SECTION 5.4 entitled, "Vacancies" to read Section 5.2. Said modification, to be made on Page 6 of the Bylaws.

AMENDMENT D

INSERT a new DECLARATION ARTICLE VIII, SECTION 1, PARAGRAPH D entitled, "Cost of Enforcement." Said new addition, to be added on Page 16 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427, is as follows:

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.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment regarding the cost of enforcement. 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.

AMENDMENT E

INSERT a new DECLARATION ARTICLE X, SECTION 15 entitled, "Occupancy Restriction." Said new addition, to be added on Page 22 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200502250427, is as follows:

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.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the occupancy of Lots. 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.

AMENDMENT F

DELETE BYLAWS ARTICLE IV, SECTION 4.3, PARAGRAPH E entitled, "Voting," in its entirety. Said deletion to be taken from Page 5 of the Bylaws.

INSERT a new BYLAWS ARTICLE IV, SECTION 4.3, PARAGRAPH E entitled, "Voting." Said new addition, to be added on Page 6 of the Bylaws, is as follows:

E. Voting. If more than one person shall own a Lot, they shall be entitled collectively to cast only one (1) vote exercising the voting power of such Lot as such voting power may not be divided among plural Owners. In the case of a Lot owned by more than one person or held in the name of a corporation, partnership, or limited liability company, a certificate signed by said Owner(s) shall be filed with the Secretary of Association naming the person authorized to cast a vote for such Lot, which certificate shall be conclusive until a subsequent substitute certificate is filed with the Secretary of the Association. If such certificate is not on file, the vote of such Owner, corporation, partnership, or limited liability company shall not be considered nor shall the presence of such Owner at a meeting be considered in determining whether the quorum requirement for such meeting has been met. Fiduciaries, including trustees, and minors who are Owners of record of a Lot may vote their respective interests as an Owner. When any fiduciary or other legal representative of an Owner has furnished to the Association proof, satisfactory to it, of his/her authority, he/she may vote as though he/she were the Owner. The vote of the Association with respect to any Lots owned by the Association shall be determined by the Board.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of having Owners exercise one vote per Lot. 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 Association legal name has caused the execution of this instrument this 4th day of March, 2008.

GREENBRIAR AT RIVER VALLEY HOMEOWNERS ASSOCIATION INC.

By: Wayne Repko
WAYNE REPKO, its President

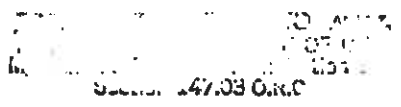
By: Mark Frank
MARK FRANK, its Secretary

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

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 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 4th day of March, 2008.

Joseph J. Cusimano
NOTARY PUBLIC



This instrument prepared by:
KAMAN & CUSIMANO, Attorneys at Law
50 Public Square
600 Terminal Tower
Cleveland, Ohio 44113
(216) 696-0650

CUYAHOGA COUNTY RECORDER
PATRICK J. O'MALLEY
DEED 02/25/2005 01:15:16 PM
200502250427

AM

**Cuyahoga County Recorder
Patrick J. O'Malley
Condition of Document
Recorded as Presented**

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

**(amending and merging Master Declaration of Covenants, Conditions and Restrictions for
Greenbriar at River Valley, as amended and Declaration of Covenants, Conditions and
Restrictions for Greenbriar at River Valley Phase Association)**

THIS DECLARATION is made on the date hereinafter set forth by U.S. HOME CORPORATION, a Delaware corporation, hereinafter referred to as "Declarant."

WITNESSETH: That,

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" (such exhibits are attached hereto and made a part hereof);

WHEREAS, the Master Association manages certain aspects of a residential subdivision in North Royalton, Ohio, known as Greenbriar at River Valley ("Greenbriar"), pursuant to the terms of a Master Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley, as recorded in the Cuyahoga County Recorder's Office on July 15, 1997, having Volume Number 97-06824, page 40, as amended by an Addendum to Master Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley, recorded in the Cuyahoga County Recorder's Office on December 8, 2000, having instrument number 200012080212, a Second Addendum to Master Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley, recorded in the Cuyahoga County Recorder's Office on July 22, 2002, having instrument number 200207221375, and a Third Addendum to Master Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley, recorded in the Cuyahoga County Recorder's Office on November 26, 2003, having instrument number 200311260926 (collectively, the "Master Declaration");

WHEREAS, Declarant formed Greenbriar at River Valley Phase Homeowner Association, Inc., an Ohio non-profit corporation ("Phase Association") to govern real property comprising portions of Greenbriar (collectively, the "Property") subject to the Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Phase I Association recorded with the Cuyahoga County Recorder's Office on July 15, 1997 at Volume 97-06825, page 12, as amended by Addendum to Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Phase I Association, recorded in the Cuyahoga County Recorder's Office on December 8, 2000, having instrument number 200012080211 (collectively, the "Phase I Declaration"), and the Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Phase III Homeowners Association recorded with the Cuyahoga County Recorder's Office on December 8, 2000, having instrument number 200012080213 as amended by an Addendum to Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Phase III Homeowners Association recorded in the Cuyahoga County Recorder's Office on July 22, 2002, having instrument number 200207221374, and each of the Phase I Declaration and the Phase III Declaration are amended by an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Phase Homeowners Association, as recorded in the Cuyahoga County Recorder's Office on November 26, 2003, and having instrument number 200311260925 (collectively, the Phase I Declaration and the Phase III Declaration are the "Phase Declaration");

WHEREAS, the Master Association and the Phase Association will merge, resulting in a singular homeowners association pursuant to the execution and filing of a Certificate of Merger of even date herewith ("Certificate of Merger") with the Ohio Secretary of State's Office whereby the Master Association and the Phase Association are considered consistent entities and the Master Association is the surviving entity, and renamed as the Greenbriar at River Valley Homeowners Association, Inc. (the "Association"); and

WHEREAS, the Association will also include Phase V and Phase VI, as graphically depicted on Exhibit B.

NOW, THEREFORE, Declarant hereby declares that the real estate described on Exhibit A shall also be held, sold, and conveyed subject to the terms, covenants, conditions and restrictions 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 Trustees" shall mean and refer to the Association's Board of Trustees.

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 Mater Association and the Phase Association, including, without limitation, any and all amendments or modifications to those Bylaws.

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 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. 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 Trustees; 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 Trustees; to provide for trash removal, to provide for snow removal for driveways and side walks as deemed appropriate by the Board of Trustees; to maintain financial reserves as deemed appropriate by the Board of Trustees; 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 Board of Trustees. 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 Board of Trustees, in its discretion. The Association, as directed by the Board of Trustees, may maintain other areas which are not Common Area if it is determined by the Board of Trustees, 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. Additions to the Common Area may be made in accordance with the terms of Article VII which provides for additions to the Property. The Declarant shall not be obligated, however, to make any such additions. The Declarant has the right, but not the obligation, to make improvements to the Common Area.

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sections ★

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 Board of Trustees 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 each class of members, has been recorded;
- E. the right of the Declarant to transfer or dedicate any portion of the Common Area to the governmental agency having jurisdiction thereof;
- 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 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;

J. the right of the Declarant to transfer or dedicate any portion of the Common Area to the governmental agency having jurisdiction thereof; and

K. the right of the Declarant and its designee to use Common Area streets and parking areas for parking by its employees and invitees.

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 Board of Trustees.

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 those actively constructing residences within the Properties for sale to others.

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. No later than the time the Declarant no longer exercises voting control over the Association as provided in Article IV of this Declaration continuously for a period of one (1) year, the Declarant shall convey, and the Association shall accept, title to any Common Area subject to such easements, reservations, conditions, and restrictions as may then be of record. Declarant may convey, and the Association shall accept, title at any time prior to the time referred to in this Section 7, at Declarant's option.

Section 8. Zoning Code Compliance. Neither Declarant, nor the Association shall 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 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. The Declarant shall also be a member so long as it owns one or more Lots or Blocks.

Section 2. Classes. The Association shall have 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 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 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 follows:

- 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.
- B. **Class B.** The Class B member shall be the Declarant and Builder. Class B Lots or acreage shall be all Lots or acreage owned by the Declarant or Builder which have not been converted to Class A as provided below. The voting rights appurtenant to the Class B Lots or acreage shall be as follows:
 1. **Lots.** The Declarant or Builder shall be entitled to nine (9) votes for each Class B Lot which it owns.
 2. **Blocks.** The Declarant or Builder shall be entitled to thirty-six (36) votes per acre for each undeveloped acre of land it owns which is designated on the General Land Plan for single-family residential use.

C. Termination of Class B. From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots or Blocks then subject to the terms of this Declaration shall become Class A Lots or Blocks upon the happening of any of the following events, whichever first occurs:

1. If Declarant or Builder waives Class B membership, in writing;
2. When the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or
3. On December 31, 2020.

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 Board of Trustees 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 may be adopted or amended (or both) by the Association.

Section 7. Title to Common Area. No later than the time the Declarant no longer exercises voting control over the Association as provided in Article IV of this Declaration continuously for a period of one (1) year, the Declarant shall convey, and the Association shall accept, title to any Common Area subject to such easements, reservations, conditions, and restrictions as may then be of record. Declarant may convey, and the Association shall accept, title at any time prior to the time referred to in this Section 7, at Declarant's option.

Section 8. Zoning Code Compliance. Neither Declarant, nor the Association shall 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 date of this Declaration.

ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot or Block owned by it within the Property, hereby covenants, and 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 attorney's 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. A Claim of Lien may be filed against a Lot or Block for unpaid assessments after conveyance of the Lot by the Declarant. 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 Trustees 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 each class of 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 each class of 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 Board of Trustees and shall be the same for each Class A Lot. The annual assessment shall not be increased by more than ten percent (10%) over the assessment charged for the immediately prior calendar year while Declarant owns any Class B Lots or acreage.

Section 7. Declarant's Assessments. Notwithstanding any provision of this Declaration or the Association's Articles or Bylaws to the contrary, neither the Declarant nor Builder shall not be obligated for, nor subject to, any annual assessment for any Lot or acreage which it may own, whether Class A or Class B, provided the Declarant or Builder, subject to the limitations herein provided for, shall be responsible for paying the difference between the Association's operating expenses and the sum of the revenues of the Association from all sources. "All sources" includes, but are not limited to, revenues generated from the use of the Common Area, accounting service fees, property management fees, guest fees, user fees, and the annual assessments levied against the Owners of Class A Lots other than the Declarant or Builder. Such differences, herein called the "deficiency," shall not include contributions to any reserve for replacements, operating reserves, depreciation reserves, capital expenditures, or special assessments. The Declarant may any time give written notice to the association prior to January 1 of a year, thereby terminating effective as of the last day of February of such year its

responsibility for the deficiency, and waiving its right to exclusion from annual assessments for Lots owned by Declarant, as applicable, on which a completed dwelling unit has been built and for which a certificate of occupancy has been issued.

Declarant or Builder may, at any time, either waive or terminate its right to Class B membership under Article IV, Section 2 above, by giving written notice to the Association, thereby terminating effective as of the date specified in such notice (the "Termination Notice"), but in no event a date less than thirty (30) days after the date of such notice. Upon giving the Termination Notice, or upon waiver or termination of Class B membership, whichever is sooner, each Lot owned by the Declarant or Builder that has a completed dwelling with a certificate of occupancy shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots or Blocks owned by Class A members other than the Declarant. Such assessment shall be prorated and become payable as to the remaining months of the year, if any, in which such notice, waiver, or termination occurs. Lots or acreage that are owned by the Declarant or Builder and vacant shall not be subject to assessment. Upon transfer of title of a Lot owned by the Declarant or Builder, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant or Builder, prorated as of the commencing with the month following the date of transfer of title.

Neither Declarant nor Builder shall be responsible for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures, or special assessments. Declarant and Builder shall be assessed only for Lots that are encumbered by this Declaration.

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 assessed 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.

Section 9. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner other than the Declarant or Builder. The first annual assessment shall be adjusted according to the number of months remaining in that calendar year. The Board of Trustees 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 Board of Trustees. 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 Mortgages. 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 Board of Trustees from time to time deems appropriate.

ARTICLE VII ADDITIONAL PROPERTY

Section 1. Additions.

A. **Additions to the Properties.** Additional real estate may be brought within the jurisdiction and control of the Association and this Declaration in the manner specified in

Section 2 of this Article and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof, provided such is done within twenty-five (25) years from the date this Declaration is recorded. Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, no other real estate owned by the Declarant or any other person or party whomsoever, other than the Properties, shall in any way be affected by or become subject to this Declaration. All additional real estate which, pursuant to this Article, is brought within the jurisdiction and control of the Association and made subject to this Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration. Notwithstanding anything contained in this Section 1, the Declarant neither commits to, nor warrants or represents, that any such additional development shall occur.

B. General Land Plan. The present General Land Plan has been prepared by the Declarant and approved by the Builder and may be examined at the offices of any of same maintained within the Properties by any person having a valid interest therein; provided, however, that the General Land Plan, as to any lands not included within the Properties shall not bind the Declarant to make any such additions or adhere to the General Land Plan. Such General Land Plan may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued, in Declarant's sole discretion and, under certain circumstances, with the consent of the Builder.

Section 2. Procedure for Making Additions to the Properties. Additions to the Properties may be made, and thereby such additions shall become subject to this Declaration by, and only by, one of the following procedures:

A. Additions of Additional Real Estate. The Declarant shall have the right (but not the duty or obligation) from time to time, in its discretion and without need for consent or approval by either the Association or its members, to bring within the jurisdiction and control of the Association and make subject to this Declaration, any additional real estate. In the Declarant's sole discretion, portions of any such additional real estate may be designated as Common Area.

B. Mergers. Upon a merger or consolidation of the Association with another non-profit corporation as provided in its Articles, its property (whether real or personal or mixed), rights, and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property, rights, and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights, and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration as to the Properties.

Section 3. General Provisions Regarding Additions to the Properties.

A. **Supplement.** The additions authorized under Section 2 A of this Article shall be made by the Declarant's filing of record a supplement to Declaration of Covenants, Conditions, and Restrictions with respect to the additional real estate extending the scheme of the covenants and restrictions of this Declaration to such real estate, except as hereinafter provided in Section 3 C. Such supplement need only be executed by the Declarant and shall not require the joinder or consent of the Association or any of its members. Such supplement may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added real estate or permitted use thereof. In no event, however, shall such supplement revoke, modify, or add to the covenants and restrictions established by this Declaration as such affect the real estate described on Exhibit A to this Declaration, or to any added real estate.

B. **Non-revocation.** Regardless of which of the foregoing methods is used to add additional land to that subject to the terms and provisions of this Declaration, no addition shall revoke or diminish (except for the dilution that occurs as a result of inclusion of additional Owners) the rights of the Owners of the Property to the utilization of the Common Area as established hereunder except to grant to the owners of the real estate being added to the Property the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as herein provided.

C. **No Obligation.** Nothing contained in this Article shall obligate the Declarant to make additions to the Property.

Section 4. Voting Rights of the Declarant as to the Additions to the Property. The Declarant shall have no voting rights as to the real estate added to the Property or any portion thereof until such real estate or portion thereof is actually added to the Property in accordance with the provisions of this Article. Upon such real estate or portion thereof being added to the Property, the Declarant shall have the Class B Voting rights as to the Lots to therein as is provided by Article IV, Section 2 of this Declaration.

Section 5. Assessment Obligation of the Declarant as to Additions to the Property. The Declarant shall have no assessment obligation as to the real estate or any portion thereof added to the Property until such real estate or portion thereof is actually added to the Property in accordance with the provisions of this Article. At such time, the Declarant shall have, but only as to such of the additional real estate as is added, the assessment obligation hereinafter set forth. As to such added land, the Declarant and the Builder shall be exempt from annual assessments with regard to Lots or Blocks which they own, upon the same terms and conditions as contained in Article VI of this Declaration, and the Declarant shall have the same right as therein provided to waive its exemption, and become subject to assessment at the rate of twenty-five (25%) of the annual assessment established for improved Lots owned by Owners other than the Declarant.

Section 6. Voting Rights of Owners other than the Declarant as to Additions to the Properties. Any Lots or Blocks on real estate added to the Properties which are owned by Owners other than the Declarant, or its assignees by separate written document, shall be entitled

to voting rights identical to those granted by Article IV, Section 2, of this Declaration to other Owners of Class A Lots or Blocks.

Section 7. Assessment Obligation of Owners other than the Declarant and the Builder as to Additions to the Properties. Any Lots or Blocks on real estate added to the Properties which are owned by Owners other than the Declarant or Builder, or the Declarant's assignees by separate written document, shall be subject to assessments, both annual, special, and otherwise in accordance with the terms and provisions of this Declaration in the same manner as all other Owners of Class A Lots or Blocks within the real estate described on Exhibit A.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Enforcement.

A. Persons Entitled to Enforce. 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.

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 judgement 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.

Declarant shall not be obligated to enforce this Declaration or any particular provision hereof and shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than itself.

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. For so long as the Declarant owns any Lot or Block in the Property, any amendment of this Declaration must be approved in writing by the Declarant. At any time a Class B membership exists, this Declaration may be amended by recorded instrument executed solely by Declarant, without the necessity of the approval of joinder of any other Owner or the Association, and an officer of the Association shall execute a certificate indicating the amendment is consistent with this Declaration.

should this be recorded?
2/3 to amend

Section 4. Exception.

A. Anything in this Declaration to the contrary notwithstanding, if any amendment to this Declaration is required at any time by an institutional mortgagee, such as a bank, savings and loan association, or insurance company, or any governmental agency, such amendment shall be effective upon recording of such amendment as executed by the Declarant, without the necessity of the approval or joinder of any other Owner or the Association. No such amendment may adversely affect the lien or priority of any institutional first mortgage recorded prior to the amendment.

B. Until the completion of the contemplated improvements on the Property, and closing of all Lot or Block sales, the Declarant specifically reserves the right, without the joinder of any person or other legal entity, to make amendments to or corrections of this Declaration and its exhibits, as may be required by any lender, governmental authority, or as may, in Declarant's sole judgment, be necessary or desirable. This paragraph shall take precedence over any other provision of this Declaration or its attachments. No such amendment shall impair the security or priority of an institutional first mortgage.

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. Any and all additions to the Common Area by Declarant shall be accepted by the Association. The Association upon request of the Declarant and without further consideration shall be required to execute any documents necessary to evidence the acceptance of such addition to the Common Area.

Section 7. Reservations. Declarant hereby reserves the following rights:

A. Until such time as Declarant has completed all of the contemplated improvements and has sold all of the Lots or Blocks within the Greenbriar at River Valley development, the Declarant hereby reserves to the Declarant an easement across all of the Common Area and additions to the Common Area for the construction of water, sewer, drainage, telephone, cable television, water retention, and electric facilities deemed by Declarant necessary for the development and enjoyment of the Property and Common Area and for the conduct of all construction, sales, and marketing activities deemed necessary by the Declarant.

B. Until such time as Declarant and Builder have completed all of the contemplated improvements and have sold all of the Lots or acreage within the Greenbriar at River Valley development, the Declarant hereby reserves the right to alter the boundaries of the Common Area whether or not it has been previously deeded to the Association, provided that such alteration does not substantially, materially, and adversely affect the function and use of the Common Area.

C. The Association and each Owner hereby irrevocably appoints the Declarant as their attorney-in-fact to execute and/or deliver any documents, plats, deeds, or other written matters necessary or convenient to accomplish the addition of Common Area or Properties or both, to create easements as deemed necessary by Declarant, and to adjust the boundary or boundaries of the Common Area.

D. Until such time as Declarant and Builder have completed all of the contemplated improvements and have sold all of the Lots or Blocks within the Greenbriar at River Valley development, neither the Phase Association nor its members nor the use of the Common Area by the Phase Association and its members shall interfere with the completion of the contemplated improvements or the marketing and sale by Declarant and the Builder of Lots or acreage within the Greenbriar at River Valley development.

E. Until the Declarant, Builder or their respective assigns have built and sold all of its Lots within the Greenbriar at River Valley development, Declarant reserves the right, and grants to the Builder the right, to make such use of Lots and the Common Area as may facilitate completion and sale of Lots by the Declarant and the Builder. Without limiting the foregoing, Declarant shall have the right to maintain or permit the Builder or others to maintain sales offices, model units, administration offices, and construction offices (which may be construction trailers or temporary or permanent buildings), or any or all of same, on Lots or on the Common Area. Declarant and the Builder further shall have the right to erect and maintain signs on Lots or on the Common Area, shall have the right to bring prospective purchasers upon the Common Area, shall have the right to use the Common Area for any Greenbriar at River Valley sales purposes, shall have the right to grant the right of use of the Common Area to any prospects or any other individual or group in Declarant's sole discretion and shall be entitled to conduct all other marketing activities desired by Declarant and the right to permit the Builder and others to exercise such rights in common with Declarant.

F. In addition to all other rights of the Declarant, until the Declarant and the Builder have built and sold all of their respective Lots within the Greenbriar at River Valley development, without the express prior written consent of Declarant, no amendment shall be made to this Declaration, and no rules or regulations shall be adopted by the Phase Association, which shall modify the assessments or other charges on Declarant's or the Builder's Lots or which shall restrict, impair, or, in Declarant's sole judgment, materially adversely affect the activities of the Declarant or the Builder with regard to construction, use of Common Area, and delegation of use of Common Area, and marketing and sale of the remaining Lots in the Greenbriar at River Valley development, whether or not such activities are enumerated in the preceding paragraphs.

Section 8. Deed Restrictions. In addition to this Declaration, the Declarant may record for parts of the Properties specific deed restrictions, declarations of covenants, conditions, and restrictions, community association documents, applicable thereto either by master instrument or individually recorded instruments. Such documents may vary as to different parts of the Properties in accordance with the General Land Plan and the location, topography, and intended use of the land made subject thereto. To the extent that part of the properties are made

subject to such specific documents, such real estate shall be subject to such specific documents and this Declaration. The Association shall have the power to enforce all restrictions as expressly provided for therein, and to exercise any authority granted to it by them. Nothing contained in this Section 8 shall require the Declarant to impose uniform restrictions, or to impose restrictions of any kind, other than this Declaration, on all or any part of the Properties.

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 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.

Section 3. Declarant retains for itself, its successors in interest, agents, employees, the Builder and assigns, a non-exclusive easement for ingress and egress over and across all streets, roadways, Common Area, driveways, common parking areas, and walkways that may from time to time exist within the Properties.

ARTICLE X USE RESTRICTIONS

Section 1. Model Homes. 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.

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, except temporary buildings, offices, or facilities used by Declarant, Builder, or contractors, with the written approval of the Declarant.

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 Board of Trustees 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. After an Owner acquires title to a Lot from Declarant or Builder, lawn maintenance and snow removal with respect to such Lot shall be the responsibility of the Association representing such Lot.

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 Board of Trustees.

Section 8. Failure to Maintain. 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. 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 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.

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 Board of Trustees shall have the right to require prior age verification from all prospective occupants.

Notwithstanding anything to the contrary contained herein, the Developer and Builder shall have the right, but not the obligation, to sell units in which there will be no occupants who are fifty-five (55) years of age or older, provided that such sales do not conflict with any federal, state or local law.

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.

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. Notwithstanding anything to the contrary herein, Declarant and its assigns, including the Builder, shall have the exclusive right to maintain signs of any type and size on Lots and Blocks which they own and on the Common Area, in connection with the development and sale of Lots or Blocks.

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 Board of Trustees. All other uses of water retention areas shall be subject to the prior written approval of the Board of Trustees, and such rules and regulations as the Board of Trustees 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.

**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 Board of Trustees 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 Board of Trustees of 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 Board of Trustees, 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**

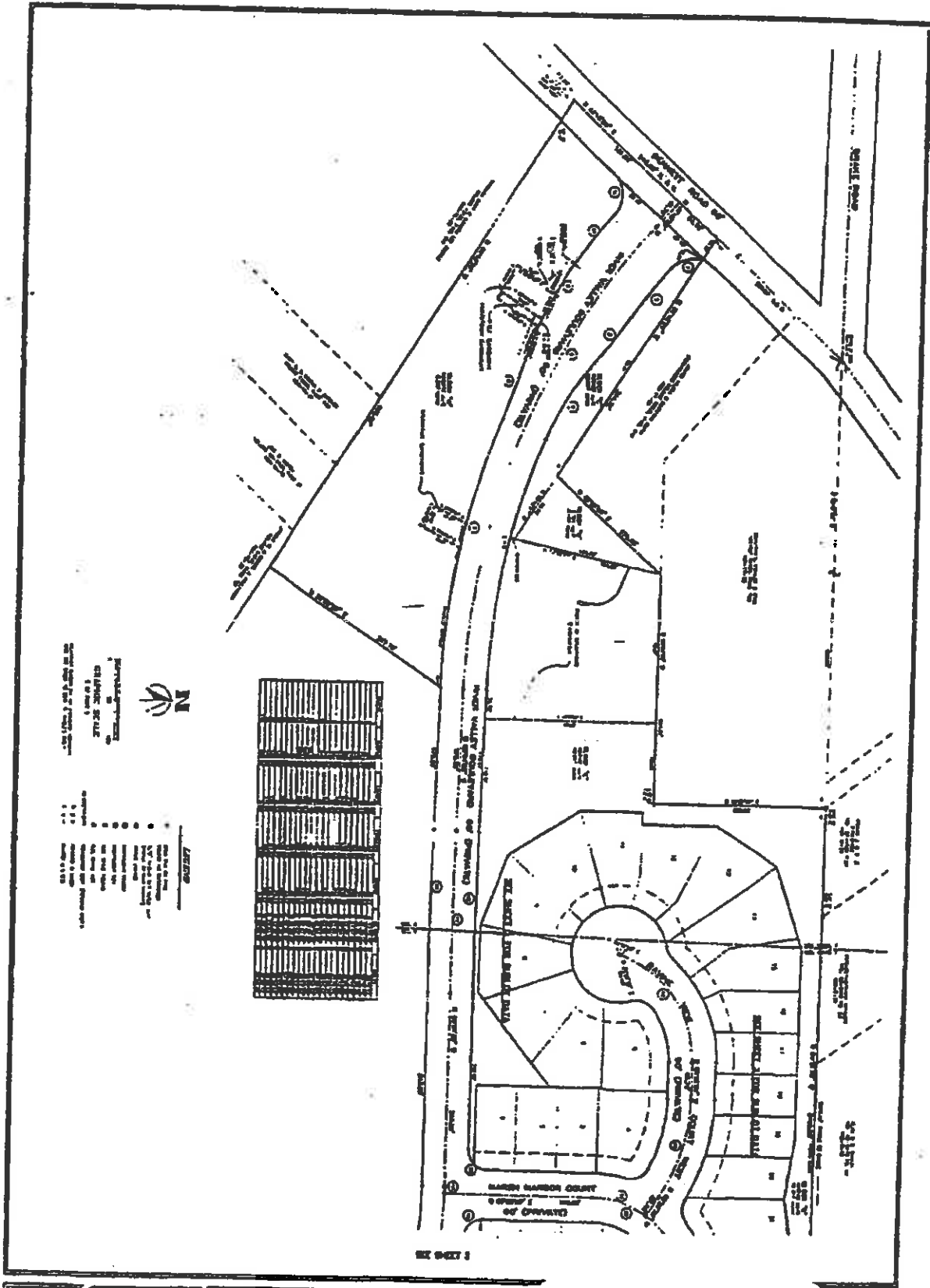
In addition to any and all other restrictions, provisions and covenants concerning the Common Area contained in this Declaration, the following specific requirements shall apply:

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.

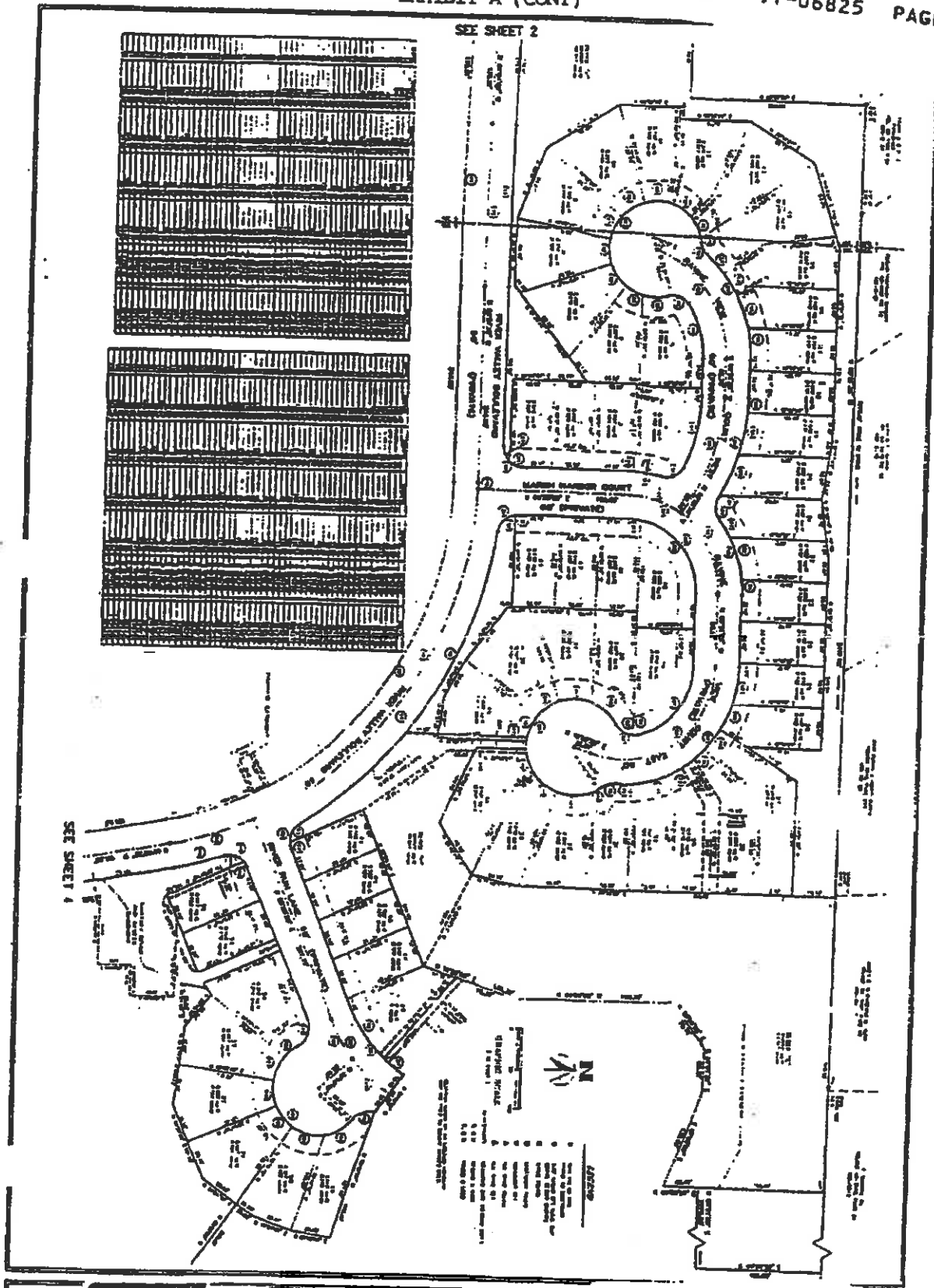
B. The Association shall not dispose of any of the Common Area without first offering the same to the City of North Royalton for acceptance and dedication.

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

Exhibit A



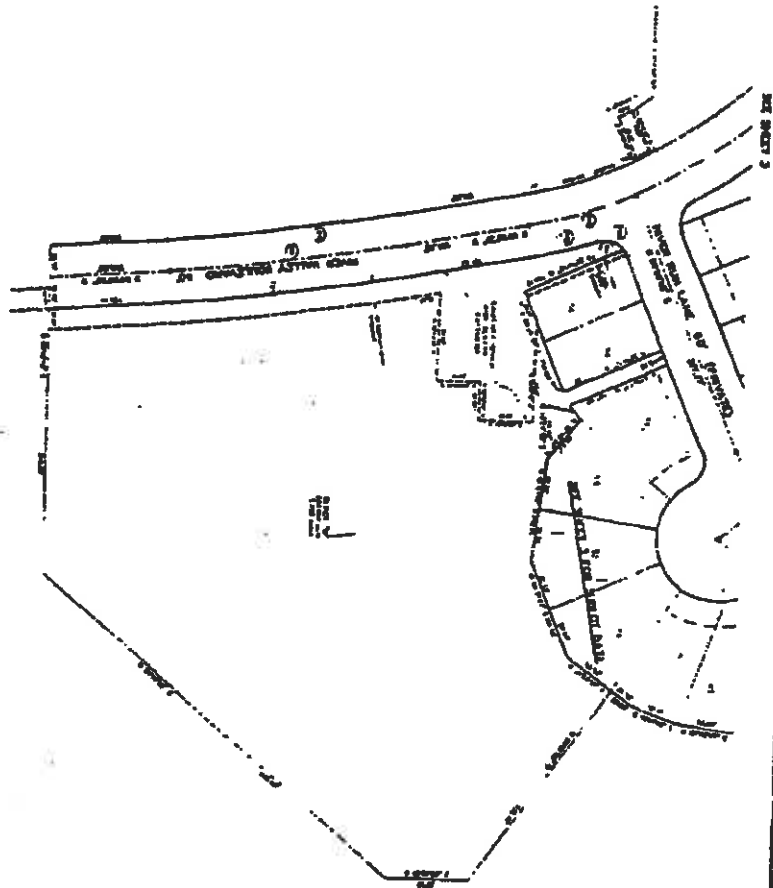
CUYAHOGA COUNTY RECORDER
200311280925 PAGE 19 of 29



CUYAHOGA COUNTY RECORDER
200311260925 PAGE 20 of 29



LEGEND
 1. EXISTING IMPROVEMENTS
 2. PROPOSED IMPROVEMENTS
 3. CONSTRUCTION ACTIVITIES
 4. EXISTING LOT LINES
 5. PROPOSED LOT LINES
 6. PROPERTY LINES
 7. EASEMENTS
 8. UTILITIES
 9. FENCES
 10. SIGNAGE
 11. LIGHTING
 12. LANDSCAPE
 13. DRIVEWAYS
 14. PAVEMENT
 15. SIDEWALKS
 16. BIKEWAYS
 17. PLAY AREAS
 18. EXERCISE AREAS
 19. TRAILS
 20. OTHER

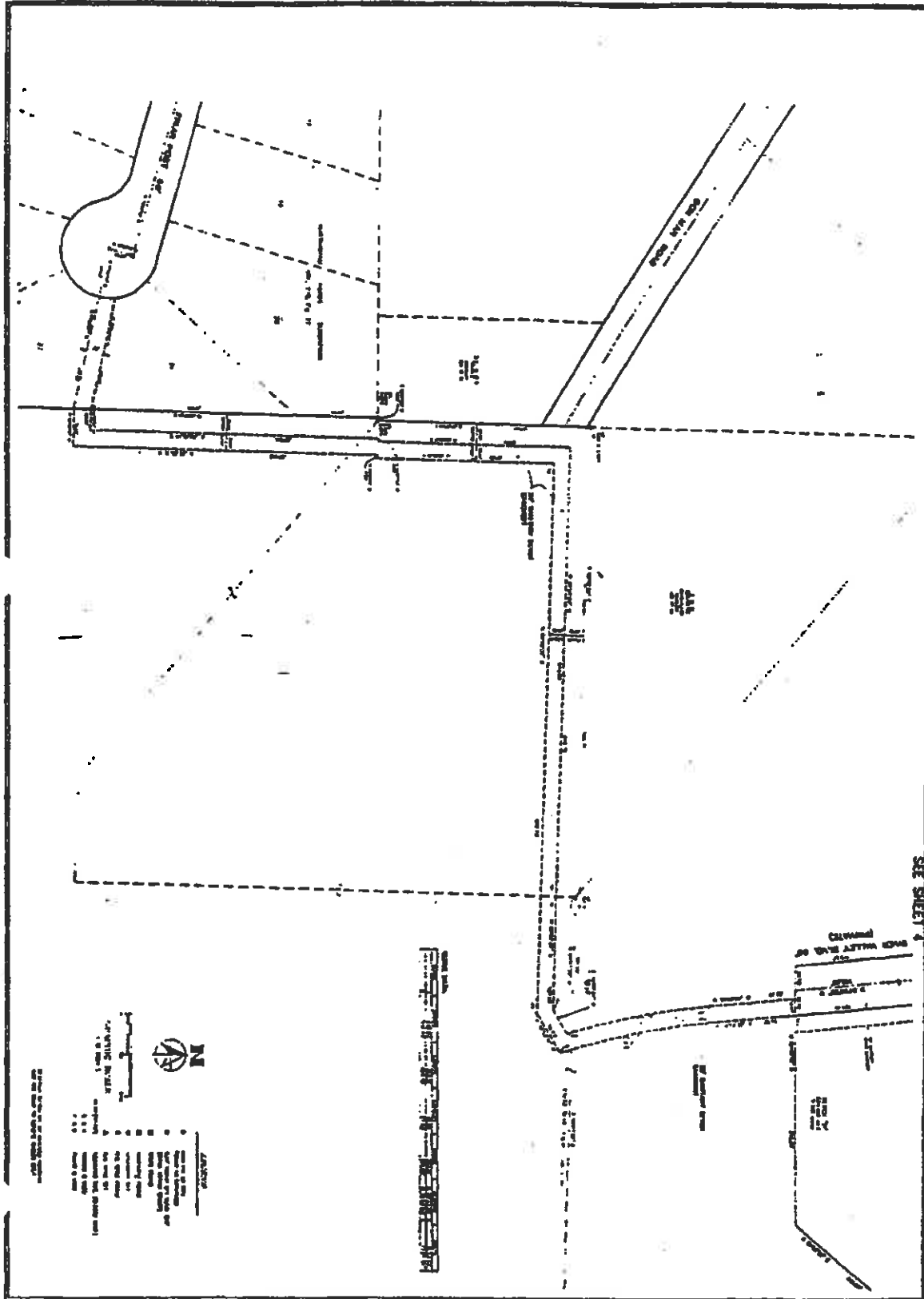


CUYAHOGA COUNTY RECORDER
200502250427 PAGE 27 of 36

CUYAHOGA COUNTY RECORDER
200311260926 PAGE 21 of 29



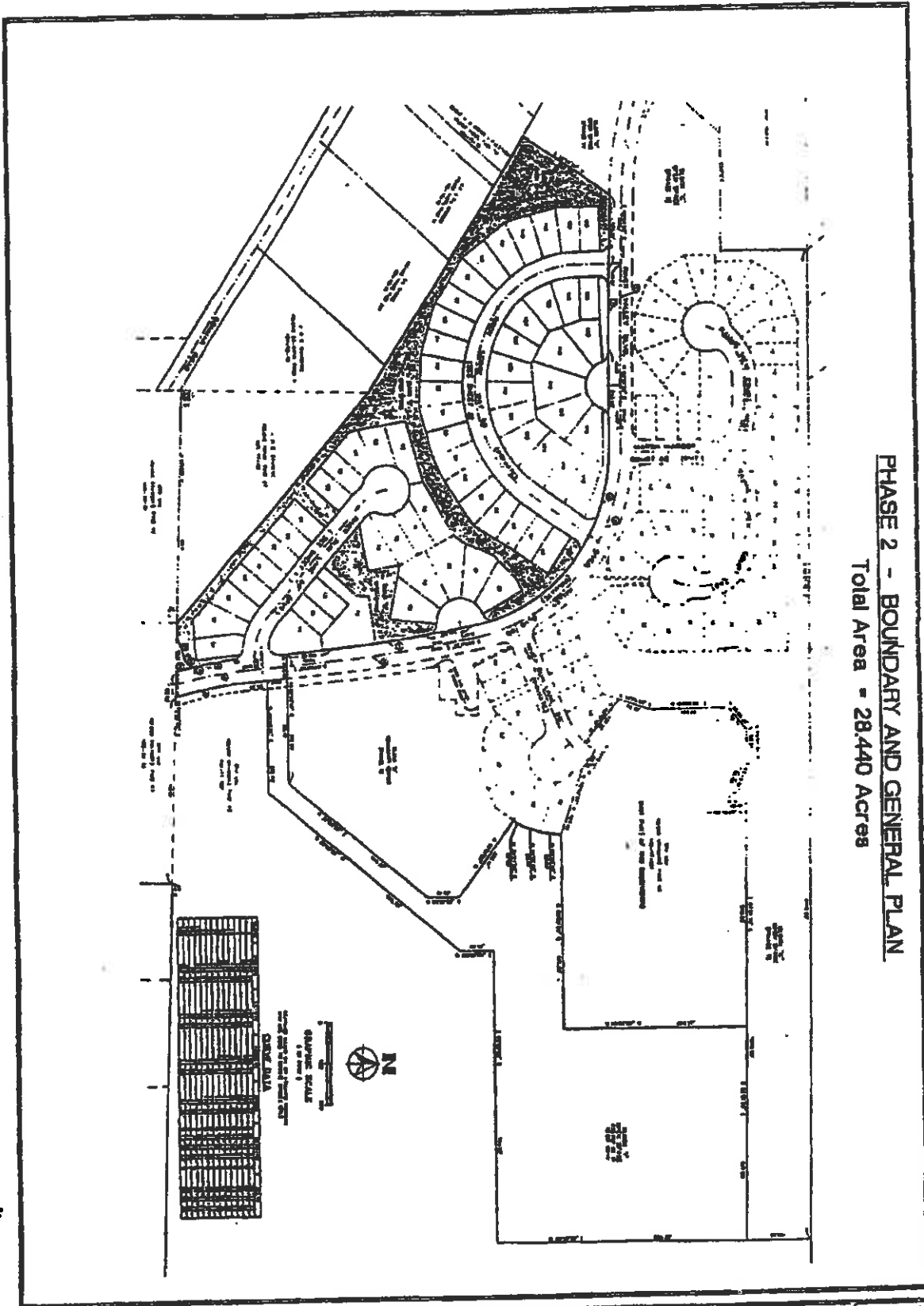
EXHIBIT A (CONT)



CUYAHOGA COUNTY RECORDER
200311260925 PAGE 22 of 29

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200502250427 PAGE 28 of 36





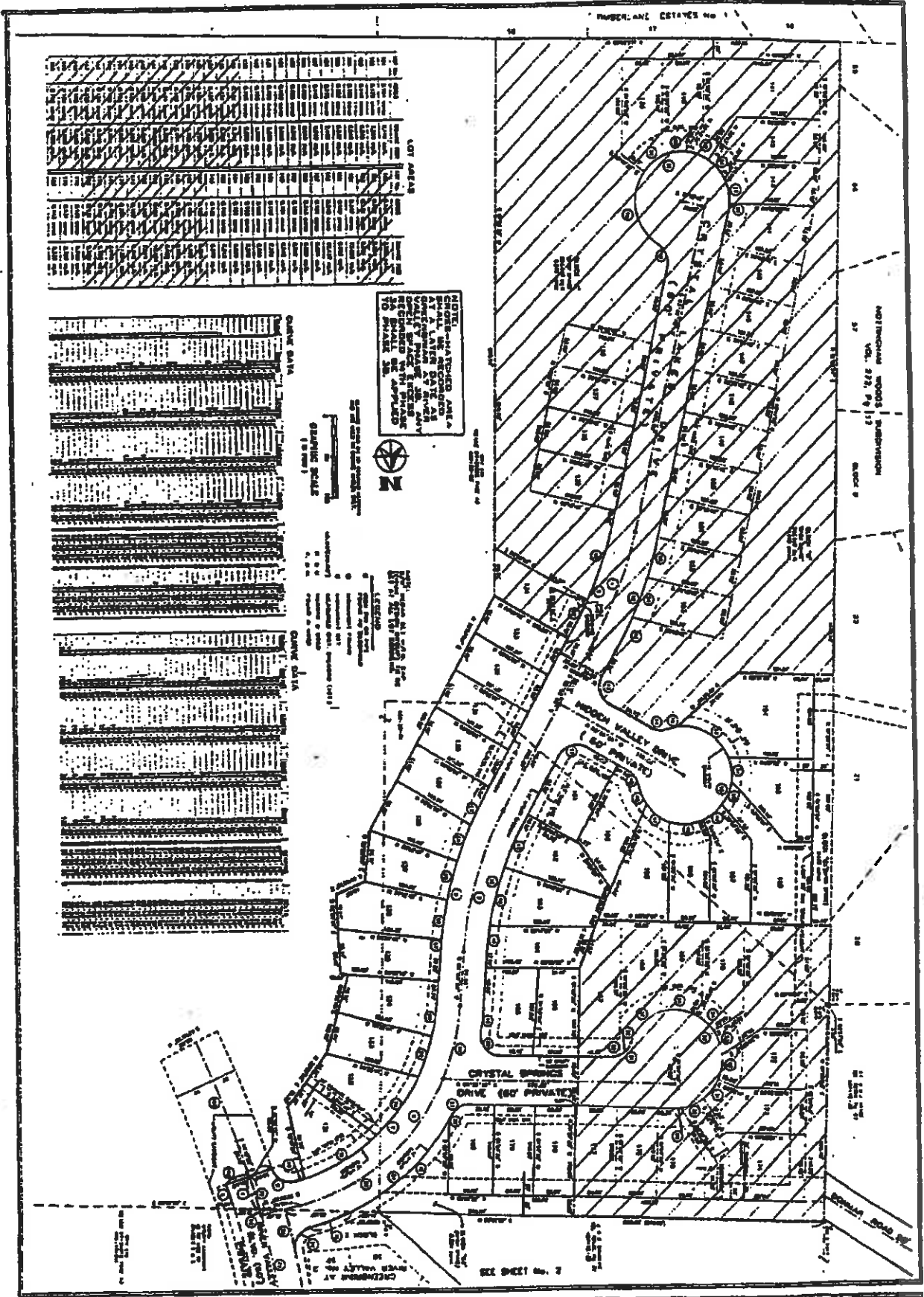
PHASE 2 - BOUNDARY AND GENERAL PLAN
 Total Area = 28,440 Acres

CUYAHOGA COUNTY RECORDER
 200311260926 PAGE 23 of 29



Exhibit A (cont)

CUYAHOGA COUNTY RECORDER
 20031280925 PAGE 24 of 29



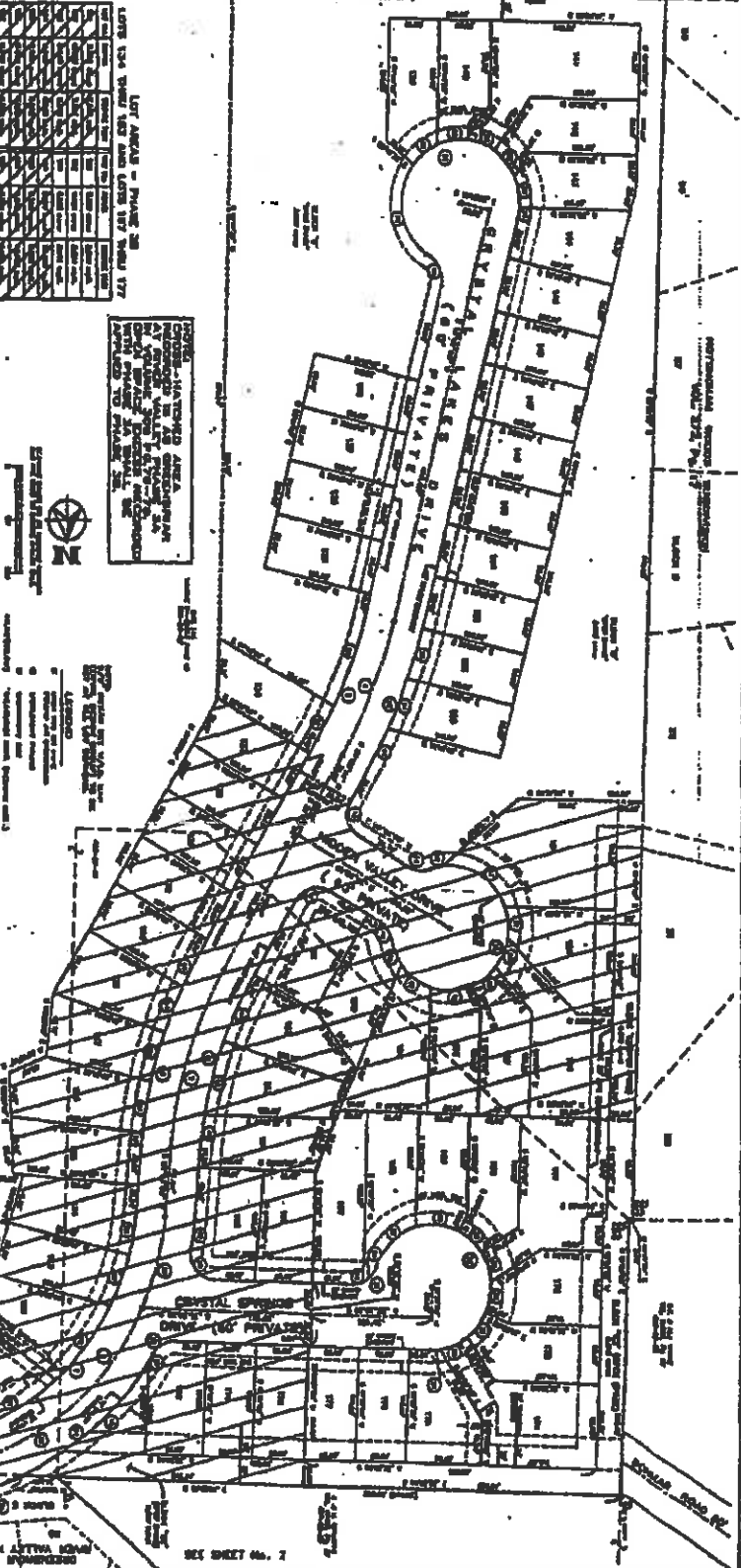
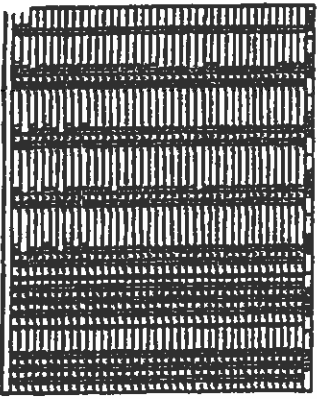
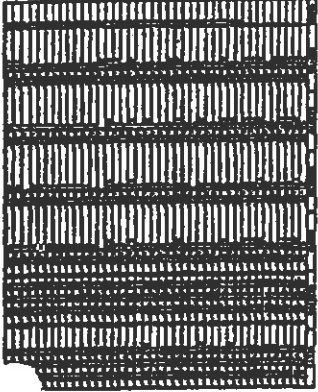
Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
1	10,000	10,000	10,000	10,000
2	10,000	10,000	10,000	10,000
3	10,000	10,000	10,000	10,000
4	10,000	10,000	10,000	10,000
5	10,000	10,000	10,000	10,000
6	10,000	10,000	10,000	10,000
7	10,000	10,000	10,000	10,000
8	10,000	10,000	10,000	10,000
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10	10,000	10,000	10,000	10,000
11	10,000	10,000	10,000	10,000
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95	10,000	10,000	10,000	10,000
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97	10,000	10,000	10,000	10,000
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100	10,000	10,000	10,000	10,000

GREENBRIAR AT RIVER VALLEY - PHASE 3A

CUYAHOGA COUNTY RECORDER
 200502250427 PAGE 30 of 36

NO.	AREA	OWNER	DATE	REMARKS
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THE BUYER OF THIS PROPERTY SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE SURVEY DATA AND THE LOCATION OF ALL UTILITIES AND STRUCTURES. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES. THE BUYER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE SURVEY DATA AND THE LOCATION OF ALL UTILITIES AND STRUCTURES.



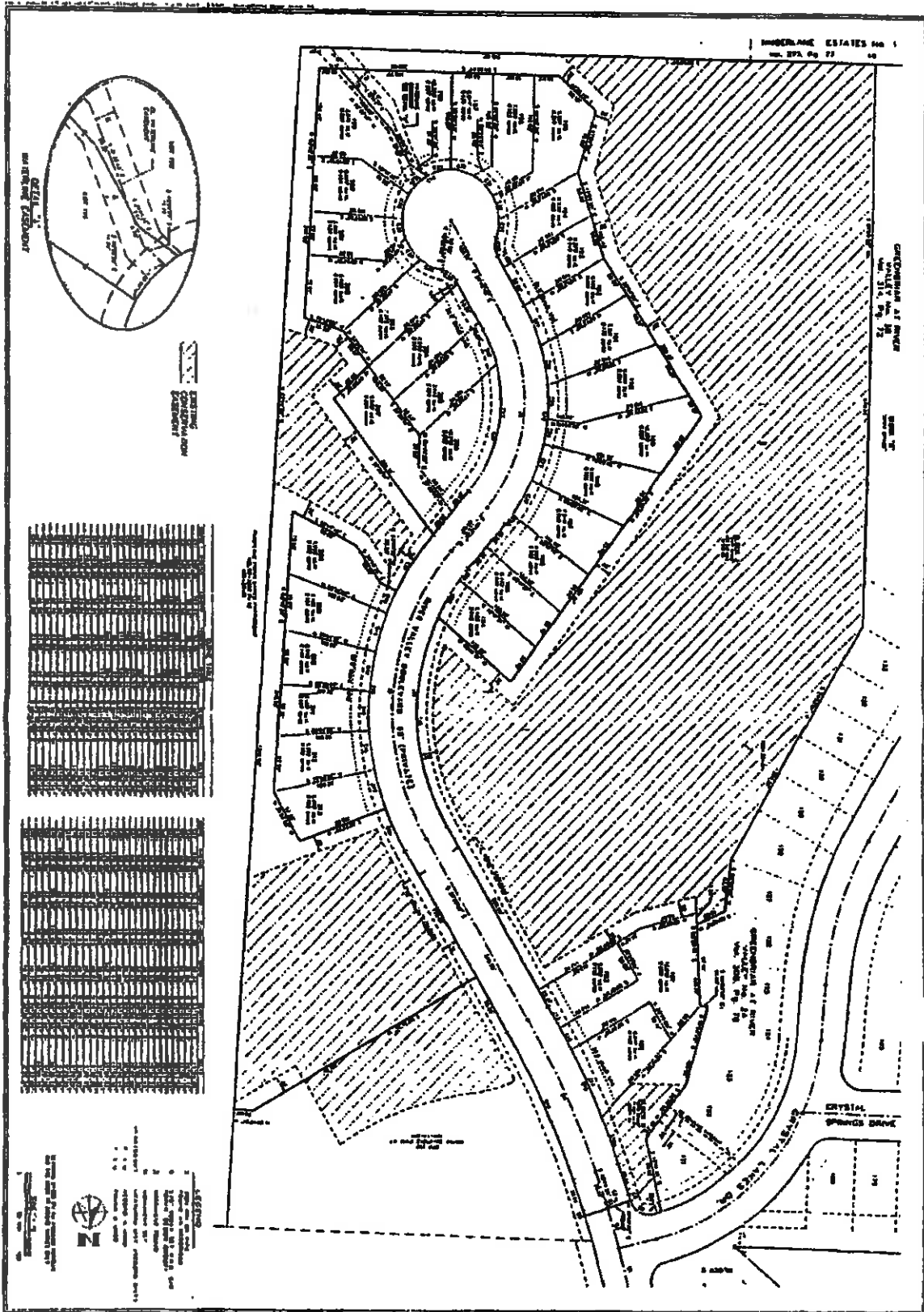
Cuyahoga County Recorder
 Tasha J. Chaffee
 Condition of Document Recorded as Prescribed

CUYAHOGA COUNTY RECORDER
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200207211374 PAGE 4 of 4
 CUYAHOGA COUNTY RECORDER
 20050225027 PAGE 31 of 36

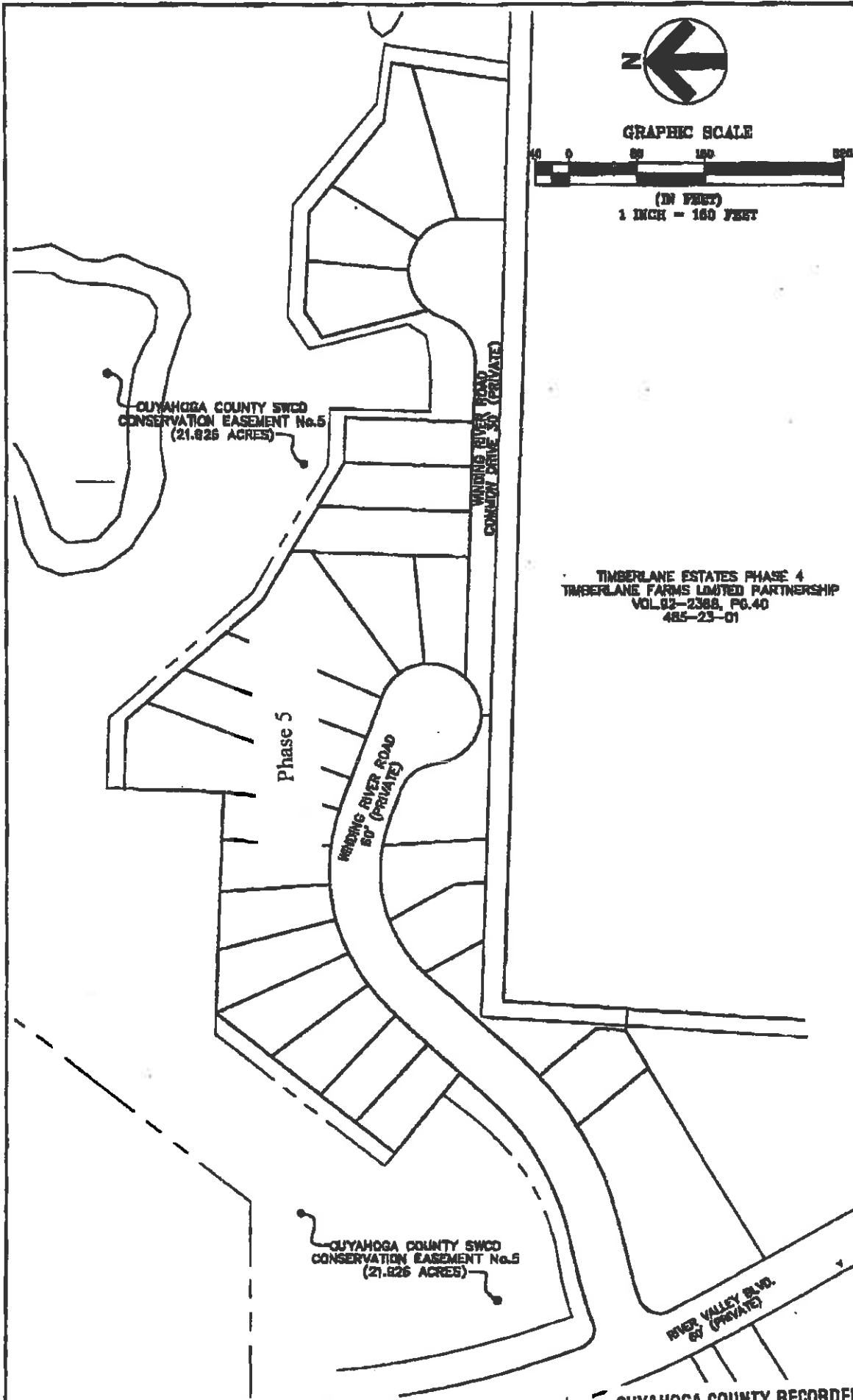


Exhibit A (Cont)



CUYAHOGA COUNTY RECORDER
 200311260925 PAGE 26 of 29
 CUYAHOGA COUNTY RECORDER
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GREENBRIAR AT RIVER VALLEY - PHASE 4
 CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA, STATE OF OHIO
 PART OF ORIGINAL LOTALION IMP. SECT. 8



CLAUSPIUS SCHUMER BURNS
a DIVISION, INC
GPD ASSOCIATES
520 South Main Street, Suite 2531 Akron, Ohio 44311
330-572-2100, Fax 330-572-2101

REV.	DATE	DESCRIPTION

GREENBRIAR AT RIVER VALLEY
PHASE 5
NORTH ROYALTON, OHIO
LAYOUT OF LOTS

REVISED	DATE
MAJ	07/17/05
JR	07/17/09

LOT NO.
2004002.00

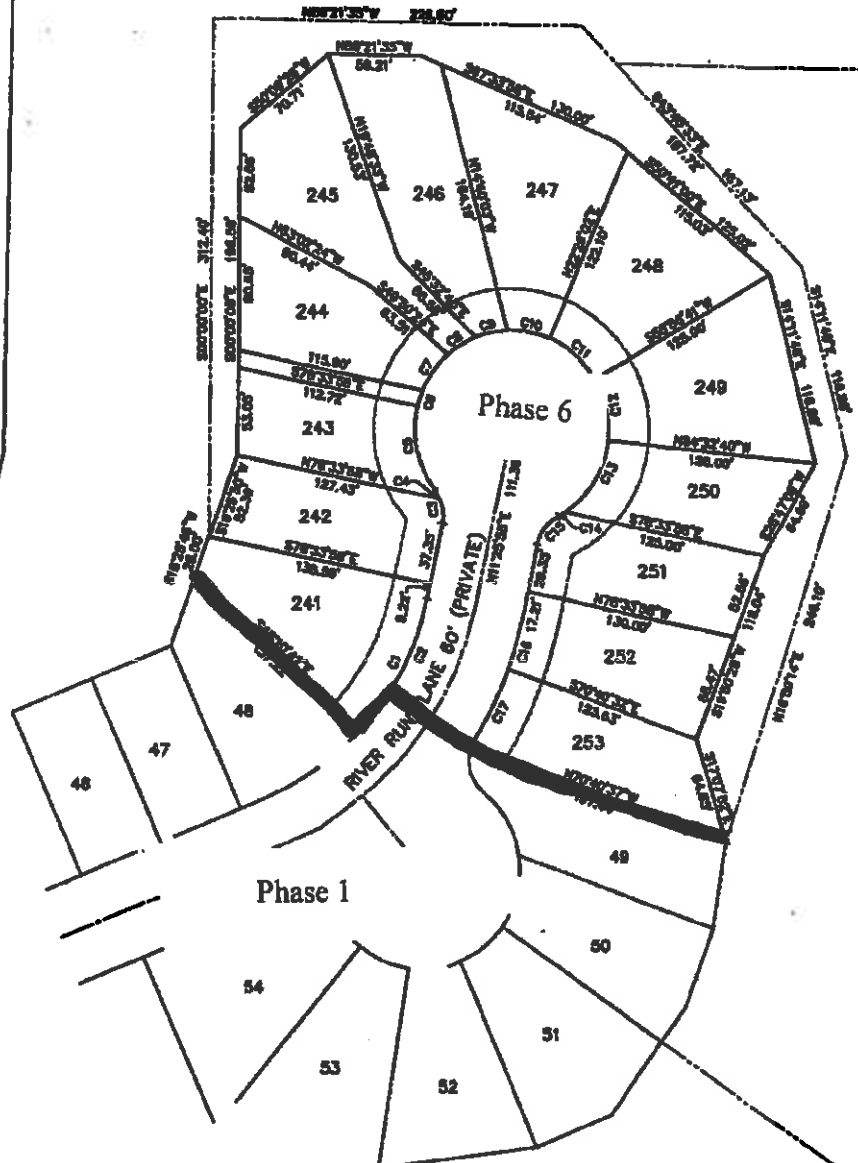
10

DATE PLOTTED: 01/18/05 10:10 AM
DRAWN BY: JACQUES
CHECKED BY: JACQUES

Exhibit A (contd)

JAMES B. & BARBARA M. AJUT
 VOLUME 63-3888, PAGE 10
 488-08-27

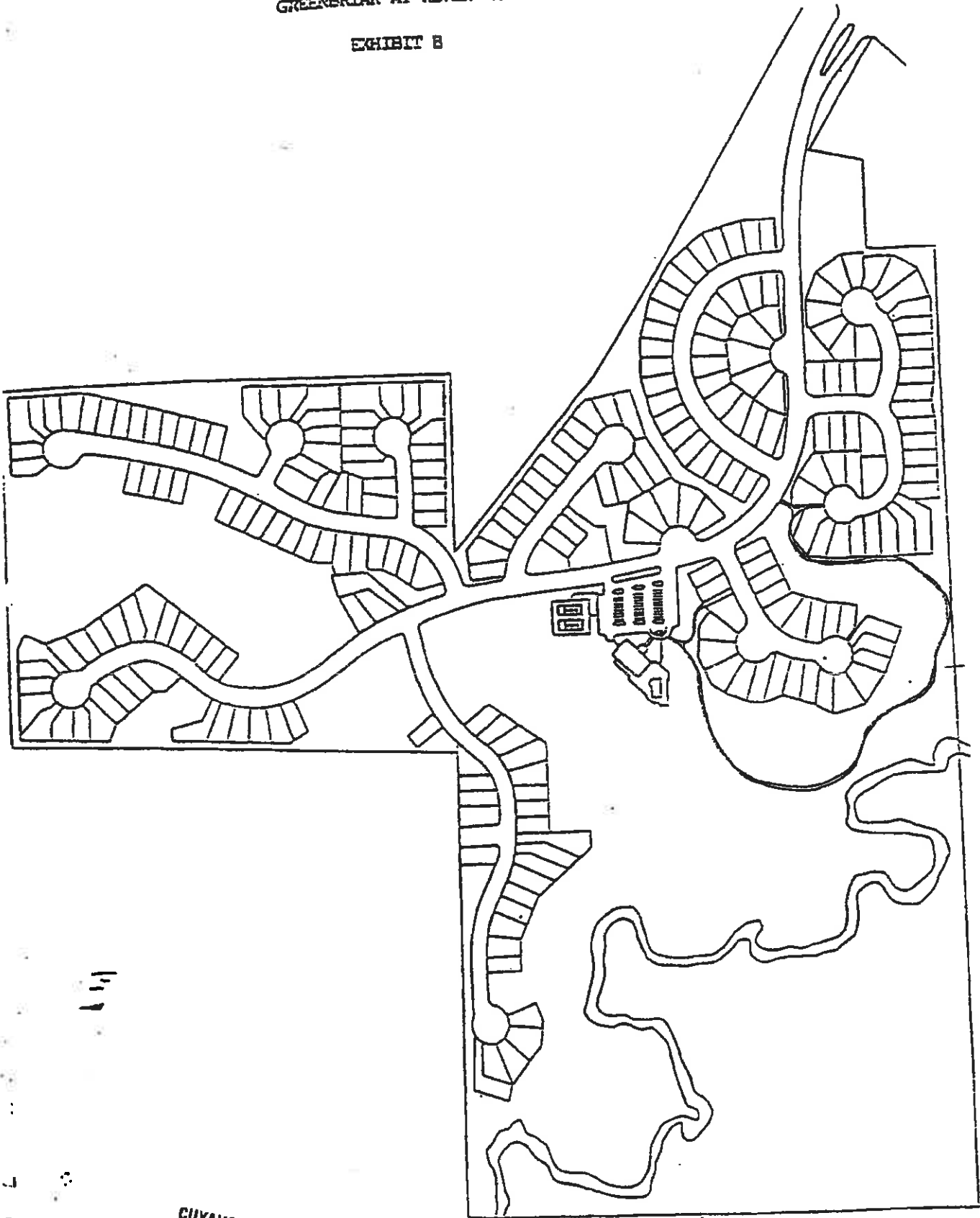
CUYAHOGA COUNTY SBCD
 CONSERVATION EASEMENT BLOCK 'C'
 VOL. 284, PG. 83



CUYAHOGA COUNTY SBCD
 CONSERVATION EASEMENT BLOCK 'C'
 VOL. 284, PG. 83

GREENBRIAR AT RIVER VALLEY

EXHIBIT B



CUYAHOGA COUNTY RECORDER
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(IN FEET)
1 inch = 400 ft.

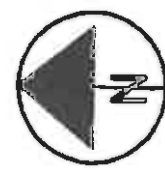
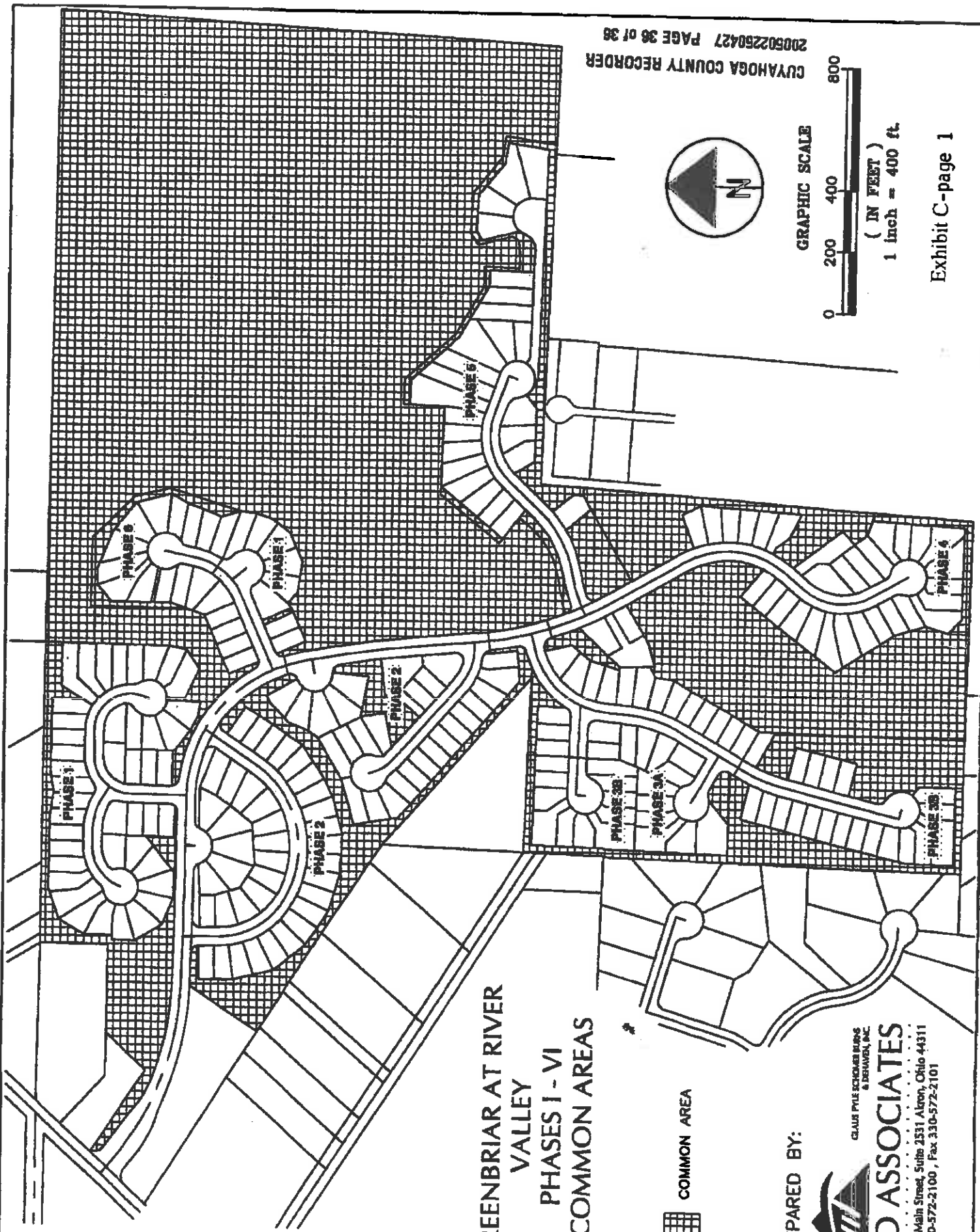


Exhibit C-page 1



**GREENBRIAR AT RIVER
VALLEY
PHASES I - VI
COMMON AREAS**

 COMMON AREA

PREPARED BY:



CLAIR PYLE REGISTERED SURVEYOR & DESIGNER, INC.

GPD ASSOCIATES

520 South Main Street, Suite 2531 Akron, Ohio 44311
330-572-2100, Fax 330-572-2101

AMENDED AND RESTATED

BYLAWS
OF
GREENBRIAR
AT
RIVER VALLEY

PHASE HOMEOWNERS
ASSOCIATION

(effective January 31, 2005)

**AMENDED AND RESTATED BYLAWS
OF
GREENBRIAR AT RIVER VALLEY HOMEOWNERS ASSOCIATION, INC.
(successor by merger of Greenbriar At River Valley Master Homeowners Association, Inc.,
with Greenbriar at River Valley Phase 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. (hereinafter 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 Master Association manages certain aspects of a residential subdivision in North Royalton, Ohio, known as Greenbriar at River Valley ("Greenbriar"), pursuant to the terms of a Master Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley, as recorded in the Cuyahoga County Recorder's Office on July 15, 1997, having Volume Number 97-06824, page 40, as amended by an Addendum to Master Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley, recorded in the Cuyahoga County Recorder's Office on December 8, 2000, having instrument number 200012080212, a Second Addendum to Master Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley, recorded in the Cuyahoga County Recorder's Office on July 22, 2002, having instrument number 200207221375, and a Third Addendum to Master Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley, recorded in the Cuyahoga County Recorder's Office on November 26, 2003, having instrument number 200311260926 (collectively, the "Master Declaration");

WHEREAS, the Phase Association governs real property as set forth in the at certain Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Phase I Association, recorded with the Cuyahoga County Recorder's Office on July 15, 1997, at Volume 97-06825, page 12, that real property set forth in that certain Addendum to Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Phase I Association, recorded with the Cuyahoga County Recorder's Office on December 8, 2000, having instrument number 200012080211 and such real property as may be added through appropriate amendment to such documents (collectively, the "Phase I Declaration");

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Phase III Homeowners Association, recorded with the Cuyahoga County Recorder's

Office on December 8, 2000, having instrument number 200012080213, as amended by an Addendum to Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Phase III Homeowners Association, recorded with the Cuyahoga County Recorder's Office on July 22, 2002, having instrument number 200207221374 (collectively, "Phase III Declaration"), and each of the Phase I Declaration and the Phase III Declaration are amended by an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Phase Homeowners Association, as recorded in the Cuyahoga County Recorder's Office on November 26, 2003, and having instrument number 200311260925 (collectively, the Phase I Declaration and the Phase III Declaration are the "Phase Declaration");

WHEREAS, the Master Declaration and the Phase Declaration have been amended by an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Homeowners Association of even date herewith ("Consolidation Declaration");

WHEREAS, the effect of the Consolidation Declaration is to ensure that all the Property governed by the Master Declaration and the Phase Declaration will be governed by the Association, pursuant to the terms of the Consolidation Declaration as well as adding Phase V and Phase VI to the Association;

WHEREAS, all references to the "Declaration" will be deemed the Master Declaration and Phase Declaration, as amended by the Consolidation Declaration; and

WHEREAS, in the interest of efficiency, practicality and economy, the Master Association and the Phase Association have decided to merge their respective operations by merger, as evidenced by a Certificate of Merger filed with the Ohio Secretary of State on _____, 2005 with the Association as the surviving entity.

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 Trustees.

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:

3.2.1. To establish, maintain, operate, and provide all community services of every kind and nature required or desired by the Members including without limitation those services and functions described in the Declaration.

3.2.2. To provide for the enforcement of the Declaration.

3.2.3. To engage in such other activities as may be to the mutual benefit of the Members and the owners of the portions of the Properties.

3.2.4. To own, operate, and manage Common Area and properties conveyed to it, in accordance with the Declaration.

3.2.5. To do such other things as may be necessary and proper to carry out and accomplish the above objects and purposes.

3.2.6. The Association shall operate, maintain, and manage the surface water and storm water systems in a manner consistent with all applicable governmental laws, rules and regulations to the extent that the City does not have obligations to so operate, maintain or manage surface water and storm water systems.

3.3. In furtherance of the aforesaid objects, purposes, and powers, the Association shall have all the powers of a Corporation Not for Profit organized and existing under the laws of the State of Ohio, which powers shall include, but are not limited to, the power:

3.3.1. To make, levy, and collect Assessments from its Members and to expend the proceeds of such Assessments for the benefit of its Members.

3.3.2. To bring and defend suits on behalf of the Association.

3.3.3. To make and enforce reasonable rules and regulations governing the use of the Properties covered by the Declaration.

3.3.4. To maintain, repair, replace, operate, and insure those portions of the property that the Association has the duty or right to maintain, repair, replace, operate, and insure under the Declaration, these Articles, and the Bylaws of the Association.

3.3.5. To contract and pay for the management of its property and to delegate to such contractors any or all powers and duties of the Association.

3.3.6. To employ personnel to perform the duties and services authorized by these Articles and by the Bylaws of the Association.

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 the Declarant and 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. Classes. The Association shall have 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 hereinafter 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 follows:

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.

B. Class B. The Class B member shall be the Declarant and Builder. Class B Lots or acreage shall be all Lots or acreage owned by the Declarant or Builder which has not been converted to Class A as provided below. The voting rights appurtenant to the Class B Lots or

acreage shall be as follows:

1. Lots. The Declarant or Builder shall be entitled to nine (9) votes for each Class B Lot, which it owns.

2. Blocks. The Declarant or Builder shall be entitled to thirty-six (36) votes per acre for each undeveloped acre of land it owns which is designated on the General Land Plan for single-family residential use.

C. Termination of Class B. From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots or Blocks then subject to the terms of this Declaration shall become Class A Lots or Blocks upon the happening of any of the following events, whichever first occurs:

1. If Declarant or Builder waives Class B membership, in writing;
2. When the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or
3. On December 31, 2020.

D. Computation. Where votes of a Class A or Class B Member are determined by the acreage in a Block, the votes shall be calculated by multiplying the acreage of the Block by the specified number of votes per acre, and rounding to the nearest whole number. Acreage shall be as determined in good faith by the Secretary of the Association.

E. Voting. When more than one (1) person holds an ownership interest in any Lot or Block, the vote for such Lot or Block shall be exercised as the owners of all such interests determine among themselves, but in no event shall more than one (1) vote be cast with respect to each Lot or Block. In the event of a disagreement among such persons and an attempt by two (2) or more of them to cast the vote of such Lot or Block, such vote shall not be recognized and the Lot or Block shall not be counted for any purpose until such dispute is resolved.

F. Class B Rights. Until the time at which the Class B membership terminates, as provided herein, the Class B Member shall be vested with the sole voting rights in the Association on all matters, except such matters as to which the Declaration, these Articles of Incorporation, or the Bylaws of the Association specifically require a vote of the Class A Members.

ARTICLE V BOARD OF TRUSTEES

Section 5.1. Selection; Terms of Office. Until the time at which the Class B membership terminates, the Board of Trustees shall consist of three (3) persons, who need not be members and who shall be selected at the times and in the manner set forth in Section 5.2 hereof. After the time at which the Class B membership terminates, the Board of Trustees shall be elected at the time set forth in Section 5.3 hereof and in the manner set forth in Article VI of these Bylaws. The names

and addresses of the first Board of Trustees, who shall hold office until their successors are elected and have qualified, are as follows:

Thomas Desimpel President
Louis A. Poncel Vice President
Paul V. Millimet Secretary/Treasurer

Section 5.2. Designation of Trustees by the Class B Member. Until the time at which the Class B membership terminates, as provided in Article V of the Articles of Incorporation, the Board of Trustees shall consist of three (3) persons who shall be appointed by the Class B Member.

Any Trustee or Trustees appointed by the Class B Member may be removed at any time, with or without cause, by the Class B Member at any regular or special meeting or by written action without a meeting, and the successor of such removed Trustee may be designated by the Class B Member.

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, 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, 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.

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.

ARTICLE VI ELECTION PROCEDURE

Section 6.1. Election of Trustees. Votes cast for persons nominated for election to the Board of Trustees 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 Trustees for election to the Board of Trustees by the Class A Members shall be made by the Nominations Committee. The Nominations Committee shall consist of three (3) persons appointed each year by the Board of Trustees, one (1) of whom shall be a trustee, and two (2) of whom shall be non-trustees. Members of the Nominations Committee shall be appointed each year by the Board of Trustees at least sixty (60) days before the date on which the election of Trustees is to be held. The slate of Trustees to be nominated by the Nominations Committee shall be completed at least thirty (30) days before the date of such election.

In addition, nominations for the Board of Trustees may be made by petition signed by any voting Member of the Association, provided that such petition is filed with the Secretary of the Association at least ten (10) days before the date of the meeting at which the Trustees are to be elected.

No nominations may be made from the floor at the meeting at which Trustees are to be elected.

Section 6.3. Ballots. All elections to the Board of Trustees shall be made on a written ballot which shall (a) describe 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 of a Lot or Block to cast the vote of the Owner thereof shall receive the ballot for such Lot or Block at or prior to the Annual Meeting. 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 Trustees. The Elections Committee shall then adopt a procedure which shall establish that the number of ballots turned in by each member correspond with the number of Lots or Blocks owned by such member identified on the ballot 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. The result 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.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF TRUSTEES

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

Section 7.2. Trustee Absences. In the event that any member of the Board of Trustees of the Association shall be absent from three (3) consecutive regular meetings of the Board of Trustees, the Board may at the meeting during which said third absence occurs, declare the office of

said absent Trustee to be vacant and the provisions relating to the filling of a vacancy of the Board of Trustees as set forth in these Bylaws shall become operative.

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

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 Trustees 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 TRUSTEES MEETINGS

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

Section 8.2. Notice. No notice of regular meetings of the Board of Trustees is required, but when the Class B membership is terminated, the schedule for regular meetings of the Board of Trustees 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 Trustees shall be held when called by any officer of the Association or by any Trustee after not less than forty-eight (48) hours notice to each Trustee 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 Trustees, 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 Trustees 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 Trustees 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 Trustees may determine. The President shall be a Member of the Board of Trustees.

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

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

Section 9.4. President. The President shall preside at all meetings of the Board of Trustees, and shall see that orders and resolutions of the Board of Trustees 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 Trustees 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 Trustees.

Section 9.6. Secretary. The Secretary shall be "ex officio" the Secretary of the Board of Trustees, 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 Trustees; provided, however, that a resolution of the Board of Trustees 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 Trustees 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:

Thomas Desimpel. President
Louis A. Poncel. Vice President
Paul V. Millimet. Secretary/Treasurer

ARTICLE X COMMITTEES

Section 10.1. Standing Committees. The Board of Trustees may appoint such standing committees, as it deems desirable. Each standing committee shall include a member of the Board of Trustees. The standing committee may be appointed by the Board of Trustees 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 Trustees.

ARTICLE XI MEETINGS OF MEMBERS

Section 11.1. Annual Meeting. Within six (6) months after the Class B membership terminates, as provided in the Articles of Incorporation, the first regular Annual Meeting of the Association shall be held at a time and place to be set by the Class B Member. Until the time at which the Class B membership terminates, the Class B Member is the sole voting Member of the Association. Unless there are matters requiring the approval of the Class A Members, the Class B Member does not intend to conduct an annual meeting of the Association until the Class B membership terminates. Any action required to be taken prior to termination of the Class B membership that does not require approval of the Class A Members may be taken by any means permitted under Ohio law.

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.

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 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 any 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, trustee, 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, trustee, 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 attorneys' 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 Trustees 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 Trustees in good faith by a majority vote of trustees who were not 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

Section 17.1. Contracts. The Association, prior to termination of the Class B Membership, shall not be bound either directly or indirectly to contracts or leases (including, without limitation, any management contract other than the Community Association Management Agreement between the Association and U.S. Home Corporation) unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after termination of the Class B Membership, upon not more than ninety (90) days notice to the other party.

**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. 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, 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 10.1. Disposition. No Member, trustee, 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.

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CERTIFICATE OF MERGER



DATE:
02/22/2005

DOCUMENT ID
200505300086

DESCRIPTION
MERGER/DOMESTIC (MER)

FILING
125.00

EXPED
.00

PENALTY
.00

CERT
.00

COPY
.00

Receipt

This is not a bill. Please do not remit payment.

TAFT, STETTINIUS, HOLLISTER
21 E. STATE STREET
COLUMBUS, OH 43215

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, J. Kenneth Blackwell

983810

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
GREENBRIAR AT RIVER VALLEY MASTER HOMEOWNERS ASSOCIATION, INC.

and, that said business records show the filing and recording of:

Document(s)

MERGER/DOMESTIC

Document No(s):

200505300086



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 9th day of February, A.D. 2005.

J. Kenneth Blackwell

Ohio Secretary of State

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
02/09/2005	200505300086	MERGED OUT OF EXISTENCE (MEX)	.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

TAFT, STETTINIUS, HOLLISTER
21 E. STATE STREET
COLUMBUS, OH 43215

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, J. Kenneth Blackwell

983811

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
GREENBRIAR AT RIVER VALLEY PHASE HOMEOWNERS ASSOCIATION, INC.

and, that said business records show the filing and recording of:

Document(s)
MERGED OUT OF EXISTENCE

Document No(s):
200505300086



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 9th day of February, A.D. 2005.

J. Kenneth Blackwell
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State

Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

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<input checked="" type="radio"/> No	PO Box 1329 Columbus, OH 43216

www.state.oh.us/sos

e-mail: busserv@sos.state.oh.us

CERTIFICATE OF MERGER

(For Domestic or Foreign, Profit or Non-Profit)

Filing Fee \$125.00

(154-MER)

In accordance with the requirements of Ohio law, the undersigned corporations, banks, savings banks, savings and loan, limited liability companies, limited partnerships and/or partnerships with limited liability, desiring to effect a merger, set forth the following facts:

I. SURVIVING ENTITY

A. The name of the entity surviving the merger is:

Greenbriar at River Valley Master Homeowners Association, Inc.

B. Name Change: As a result of this merger, the name of the surviving entity has been changed to the following:
Greenbriar at River Valley Homeowners Association, Inc.

(Complete only if name of surviving entity is changing through the merger)

C. The surviving entity is a: (Please check the appropriate box and fill in the appropriate blanks)

Domestic (Ohio) For-Profit Corporation, charter number _____

Domestic (Ohio) Non-Profit Corporation, charter number 983810

Foreign (Non-Ohio) Corporation incorporated under the laws of the state/country of _____ and licensed to transact business in the State of Ohio under license number _____

Foreign (Non-Ohio) Corporation incorporated under the laws of the state/country of _____ and NOT licensed to transact business in the state of Ohio, _____

Domestic (Ohio) Limited Liability Company, with registration number _____

Foreign (Non-Ohio) Limited Liability Company organized under the laws of the state/country of _____ and registered to do business in the State of Ohio under registration number _____

Foreign (Non-Ohio) Limited Liability Company organized under the laws of the state/country of _____ and NOT registered to do business in the State of Ohio, _____

Domestic (Ohio) Limited Partnership, with registration number _____

Foreign (Non-Ohio) Limited Partnership organized under the laws of the state/country of _____ and registered to do business in the state of Ohio under registration number _____

2005 JUN 21 PM 3:27

RECEIVED
SECRETARY OF STATE

- Foreign (Non-Ohio) Limited Partnership organized under the laws of the state/country of _____ and NOT registered to do business in the state of Ohio.
- Domestic (Ohio) Partnership having limited liability, with the registration number _____
- Foreign (Non-Ohio) Partnership having limited liability organized under the laws of the state/country of _____ and registered to do business in the state of Ohio under registration number _____
- Foreign (Non-Ohio) Partnership having limited liability organized under the laws of the state/country of _____ and NOT registered to do business in the state of Ohio.
- Foreign (Non-Ohio) Non-Profit incorporation under the laws of the state/country of _____ and licensed to transact business in the state of Ohio under license number _____
- Foreign (Non-Ohio) Non-Profit incorporation under the laws of the state/country of _____ and not licensed to transact business in the state of Ohio.
- General partnership not registered with the state of Ohio

II. MERGING ENTITY

The name, charter/license/registration number, type of entity, state/country of incorporation or organization, respectively, of which is the entities merging out of existence are as follows: (If this is insufficient space to reflect all merging entities, please attach a separate sheet listing the merging entities)

Name / charter, license or registration number	State/Country of Organization	Type of Entity
<u>Greenbriar at River Valley Phase Homeowners</u>	<u>Ohio/Cuyahoga</u>	<u>non-profit</u>
<u>Association, Inc./Charter No. 983810</u>	_____	_____
_____	_____	_____
_____	_____	_____

III. MERGER AGREEMENT ON FILE

The name and mailing address of the person or entity from whom/which eligible persons may obtain a copy of the agreement of merger upon written request:

<u>Louis A. Poncel</u>	<u>10317 River Run Lane</u>	
<small>(name)</small>	<small>(street)</small>	<small>NOTE: P.O. Box Addresses are NOT acceptable.</small>
<u>North Royalton</u>	<u>Ohio</u>	<u>44133</u>
<small>(city, village or township)</small>	<small>(state)</small>	<small>(zip code)</small>

IV. EFFECTIVE DATE OF MERGER

This merger is to be effective on: _____ (If a date is specified, the date must be a date on or after the date of filing; the effective date of the merger cannot be earlier than the date of filing, if no date is specified, the date of filing will be the effective date of the merger).

V. MERGER AUTHORIZED

The laws of the state or country under which each constituent entity exists, permits this merger. This merger was adopted, approved and authorized by each of the constituent entities in compliance with the laws of the state under which it is organized, and the persons signing this certificate on behalf of each of the constituent entities are duly authorized to do so.

VI. STATUTORY AGENT

The name and address of the surviving entity's statutory agent upon whom any process, notice or demand may be served is:

Loula A. Ponce
(name)

10917 River Run Lane

(street) *NOTE: P.O. Box Addresses are NOT acceptable.*

North Royalton

(city, village or township)

, Ohio 44133

(zip code)

(This item MUST be completed if the surviving entity is a foreign entity which is not licensed, registered or otherwise authorized to conduct business in the state of Ohio)

VII. ACCEPTANCE OF AGENT

The undersigned, named herein as the statutory agent for the above referenced surviving entity, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature of Agent



(The acceptance of agent must be completed by the surviving entity if through this merger the statutory agent has changed, or the named agent differs in any way from the name currently on record with the Secretary of State.)

VIII. STATEMENT OF MERGER

Upon filing, or upon such later date as specified herein, the merging entity/entities listed herein shall merge into the listed surviving entity

IX. AMENDMENTS

The articles of incorporation, articles of organization, certificate of limited partnership or registration of partnership having limited liability (circle appropriate term) of the surviving domestic entity have been amended.

Attachments are provided

No Changes

X. QUALIFICATION OR LICENSURE OF FOREIGN SURVIVING ENTITY

A. The listed surviving foreign corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability desires to transact business in Ohio as a foreign corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability, and hereby appoints the following as its statutory agent upon whom process, notice or demand against the entity may be served in the state of Ohio. The name and complete address of the statutory agent is:

_____ (name)

_____ (street) *NOTE: P.O. Box Addresses are NOT acceptable.*

_____ (city, village or township)

, Ohio

_____ (zip code)

The subject surviving foreign corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability irrevocably consents to service of process on the statutory agent listed above as long as the authority of the agent continues, and to service of process upon the Secretary of State of Ohio if the agent cannot be found, if the corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability fails to designate another agent when required to do so, or if the foreign corporation's, bank's, savings bank's, savings and loan's, limited liability company's, limited partnership's or partnership having limited liability's license or registration to do business on Ohio expires or is canceled.

B. The qualifying entity also states as follows: (Complete only if applicable)

1. Foreign Notice Under Section 1703.031

(If the qualifying entity is a foreign bank, savings bank, or savings and loan, then the following information must be completed.)

(a.) The name of the Foreign Nationally/Federally chartered bank, savings bank, or savings and loan association is

(b.) The name(s) of any Trade Name(s) under which the corporation will conduct business:

(c.) The location of the main office (non-Ohio) shall be:

(street address) NOTE: P.O. Box Addresses are NOT acceptable.

(city, township, or village) (county) (state) (zip code)

(d.) The principal office location in the state of Ohio shall be:

(street address) NOTE: P.O. Box Addresses are NOT acceptable.

(city, township, or village) (county) Ohio
(state) (zip code)

(Please note, if there will not be an office in the state of Ohio, please list none.)

(e.) The corporation will exercise the following purpose(s) in the state of Ohio:

(Please provide a brief summary of the business to be conducted; a general clause is not sufficient)

2. Foreign Qualifying Limited Liability Company

(If the qualifying entity is a foreign limited liability company, the following information must be completed.)

(a.) The name of the limited liability company in its state of organization/registration is

(b.) The name under which the limited liability company desires to transact business in Ohio is

(c.) The limited liability company was organized or registered on _____
under the laws of the state/country of _____

(d.) The address to which interested persons may direct requests for copies of the articles of organization, operating agreement, bylaws, or other charter documents of the company is:

(street address) _____
NOTE: P.O. Box Addresses are NOT acceptable.

(city, township, or village) _____ (state) _____ (zip code) _____

3. Foreign Qualifying Limited Partnership

(If the qualifying entity is a foreign limited partnership, the following information must be completed).

(a.) The name of the limited partnership is _____

(b.) The limited partnership was formed on _____

(c.) The address of the office of the limited partnership in its state/country of organization is:

(street address) _____
NOTE: P.O. Box Addresses are NOT acceptable.

(city, township, or village) _____ (county) _____ (state) _____ (zip code) _____

(d.) The limited partnership's principal office address is:

(street address) _____
NOTE: P.O. Box Addresses are NOT acceptable.

(city, township, or village) _____ (county) _____ (state) _____ (zip code) _____

(e.) The names and business or residence addresses of the General partners of the partnership are as follows:

Name	Address
_____	_____
_____	_____
_____	_____

(If insufficient space to cover this item, please attach a separate sheet listing the general partners and their respective addresses)

(f.) The address of the office where a list of the names and business or residence addresses of the limited partners and their respective capital contributions is to be maintained is:

(street address) _____
NOTE: P.O. Box Addresses are NOT acceptable.

(city, township, or village) _____ (county) _____ (state) _____ (zip code) _____

The limited partnership hereby certifies that it shall maintain said records until the registration of the limited partnership in Ohio is canceled or withdrawn.

4. Foreign Qualifying Partnership Having Limited Liability

(a.) The name of the partnership shall be

(b.) Please complete the following appropriate section (either item b(1) or b(2)):

(1.) The address of the partnership's principal office in Ohio is:

(street address) *NOTE: P.O. Box Addresses are NOT acceptable.*

_____, Ohio _____
(city, village or township) (zip code)

(If the partnership does not have a principal office in Ohio, then items b2 must be completed)

(2.) The address of the partnership's principal office (Non-Ohio):

(street address) *NOTE: P.O. Box Addresses are NOT acceptable.*

_____, _____, _____
(city, township, or village) (state) (zip code)

(c.) The name and address of a statutory agent for service of process in Ohio is as follows:

(name)

(street address) *NOTE: P.O. Box Addresses are NOT acceptable.*

_____, Ohio _____
(city, village or township) (zip code)

(d.) Please indicate the state or jurisdiction in which the Foreign Limited Liability Partnership has been formed

(e.) The business which the partnership engages in is:

The undersigned constituent entities have caused this certificate of merger to be signed by its duly authorized officers, partners and representatives on the date(s) stated below.

Greenbriar at River Valley Master Homeowners
(Exact name of entity) Association, Inc.

By: 
THOMAS DESIMPEL
Its: President

Date: _____

Greenbriar at River Valley Phase Homeowners
(Exact name of entity) Association, Inc.

By: 
THOMAS DESIMPEL
Its: President

Date: _____

(Exact name of entity)

By: _____

Its: _____

Date: _____

(Exact name of entity)

By: _____

Its: _____

Date: _____

(Exact name of entity)

By: _____

Its: _____

Date: _____

(Exact name of entity)

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By: _____

Its: _____

Date: _____

(Exact name of entity)

By: _____

Its: _____

Date: _____

(Exact name of entity)

By: _____

Its: _____

Date: _____

AGREEMENT OF MERGER

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER ("Agreement") is hereby entered into by and between GREENBRIAR AT RIVER VALLEY MASTER HOMEOWNERS ASSOCIATION, INC., an Ohio non-profit corporation ("Master Association") and GREENBRIAR AT RIVER VALLEY PHASE HOMEOWNERS ASSOCIATION, INC., an Ohio non-profit corporation ("Phase Association"), this 3rd day of January, 2005.

WHEREAS, the Master Association manages certain aspects of a residential subdivision in North Royalton, Ohio, known as Greenbriar at River Valley ("Greenbriar"), pursuant to the terms of a Master Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley, as recorded in the Cuyahoga County Recorder's Office on July 15, 1997, having Volume Number 97-06824, page 40, as amended by an Addendum to Master Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley, recorded in the Cuyahoga County Recorder's Office on December 8, 2000, having instrument number 200012080212, a Second Addendum to Master Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley, recorded in the Cuyahoga County Recorder's Office on July 22, 2002, having instrument number 200207221375, and a Third Addendum to Master Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley, recorded in the Cuyahoga County Recorder's Office on November 26, 2003, having instrument number 200311260926 (collectively, the "Master Declaration"); and

WHEREAS, the Phase Association governs real property as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Phase I Association, recorded with the Cuyahoga County Recorder's Office on July 15, 1997, at Volume 97-06825, page 12, that real property set forth in that certain Addendum to Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Phase I Association, recorded with the Cuyahoga County Recorder's Office on December 8, 2000, having instrument number 200012080211 and such real property as may be added through appropriate amendment to such documents (collectively, "Phase I Declaration"), a Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Phase III Homeowners Association, recorded with the Cuyahoga County Recorder's Office on December 8, 2000, having instrument number 200012080213, as amended by an Addendum to Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Phase III Homeowners Association, recorded with the Cuyahoga County Recorder's Office on July 22, 2002, having instrument number 200207221374 (collectively, "Phase III Declaration"), and each of the Phase I Declaration and the Phase III Declaration are amended by an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Phase Homeowners Association, as recorded in the Cuyahoga County Recorder's Office on November 26, 2003, and having instrument number 200311260925 (collectively, the Phase I Declaration and the Phase III Declaration are the "Phase Declaration").

NOW, THEREFORE, the parties hereto agree, in the interest of economizing their respective operations, to merge their respective operations on the terms set forth in this Agreement.

1. Surviving Corporation. The parties hereto agree to merge and that the surviving entity will be the Master Association, and renamed "Greenbriar at River Valley Homeowners Association, Inc.", and will continue to be a non-profit corporation under the laws of the State of Ohio ("Association").

2. Place of Business. The principal place of business of the Association will continue to be at 10317 River Run Lane, North Royalton, Cuyahoga County, Ohio 44133, or at such other place as may be designated by the Association's Board of Trustees.

3. Trustees and Officers. The trustees and officers of the Association will be:

Trustees:

Thomas Desimpel
Louis A. Poncel
Paul V. Millimet

Officers:

Thomas Desimpel President
Louis A. Poncel Vice President
Paul V. Millimet Secretary/Treasurer

4. Statutory Agent. The statutory agent for the Association will be:

Louis A. Poncel
10317 River Run Lane
North Royalton, Ohio 44133

5. Effective Dates. This Agreement will be effective upon execution by both the Master Association and the Phase Association. The effective date of the merger will be January 1, 2005.

6. ByLaws. The Master Association will be governed by the Amended and Restated Bylaws of Greenbriar at River Valley Homeowners Association, Inc., substantially in the form attached hereto as Exhibit "A".

7. Declarations. The Master Association and all property governed by and subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Homeowners Association, substantially in the form attached hereto as Exhibit "B".

8. Certificate of Merger. The parties hereto hereby approve and adopt the Certificate of Merger, substantially in the form attached hereto as Exhibit "C".

9. Authorizing Documentation. The parties will each execute the Joint Resolution to authorize the transaction and actions contemplated by this Agreement, substantially in the form attached hereto as Exhibit "D".

10. Governing Law. The action of merger between the Master Association and the Phase Association, contemplated by this Agreement, will be governed by the laws of the State of Ohio and is intended to comply with the terms of Section 1702.41 of the Ohio Revised Code.


11. Miscellaneous. This Agreement, and the exhibits attached hereto, are deemed to incorporate all of the terms of the merger transaction contemplated between the parties, and are deemed to incorporate the terms of all agreements, terms and other communications between the parties. This Agreement may not be modified or assigned without the prior mutual written consent of both parties. In the event any part of this Agreement is deemed to be unenforceable, all remaining terms will remain in full force and effect.

{Remainder of page left intentionally blank - signature pages follow}

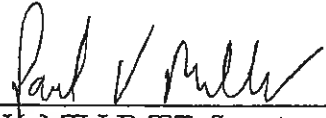
IN WITNESS WHEREOF, the Master Association and Phase Association have executed this Agreement, as of the date set forth above.

MASTER ASSOCIATION:

GREENBRIAR AT RIVER VALLEY MASTER
HOMEOWNERS ASSOCIATION, INC., an
Ohio non-profit corporation

By: 
ROBERT SITHENS, President

And by: U.S. HOME CORPORATION, a Delaware
corporation, Class B Member

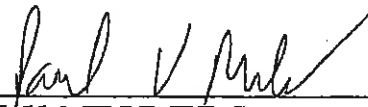
By: 
PAUL V. MILLIMET, Secretary

PHASE ASSOCIATION:

GREENBRIAR AT RIVER VALLEY PHASE
HOMEOWNERS ASSOCIATION, INC., an
Ohio non-profit corporation

By: 
ROBERT SITHENS, President

And by: U.S. HOME CORPORATION, a Delaware
corporation, Class B Member

By: 
PAUL V. MILLIMET, Secretary