#### EXHIBIT C

#### Shaded Common Areas

To be attached.



# Prescribed by J. Kenneth Blackwell

Obio Secretary of State Central Obio: (614) 466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453) Expedite this Form: (Select One) Mail Form to one of the Following PO Box 1390 Columbus, OH 43216 \*\*\* Requires an additional fee of \$100 \*\*\* PO Box 1329 Columbus, OH 43216

www.state.oh.us/sos

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

## CERTIFICATE OF MERGER

a (For Domestic or Foreign, Prafit or Non-Profit) Filing Fee \$125.00

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,

l.	SURVIVING	ENTITY
		CIVILIA.

Δ	The name of the		
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		CHILLY SULVIVIDA	the many
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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.	A. The name of the entity surviving the merger is:		
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  Proreign (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.	Name Change: As a result of this merger, the name of the Greenbriar at River Valley Harman in the name of the second	the surviving entity has be	-
Domestic (Ohio) Non-Profit Corporation, charter number  ☐ 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.	through the me	eroer)	_
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.	C. The surviving entity is a: (Please check the appropria	iate box and fill in the appropriate blanks)	
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) Non-Profit Corporation, charter num	mber 983810	
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.		TO UNIVERSITIES TO THE TOTAL TOTAL TO THE TO	
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.	and NOT licensed to transact business in the sta	the laws of the state/country of	
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.	<ul> <li>Domestic (Ohio) Limited Liability Company, with regis</li> </ul>	istration number	
and NOT registered to do business in the State of Ohio.	LJ Foreign (Non-Ohio) Limited Liability Company organized un and registered to do business in the State of Ohio under reg	inder the laws of the state/country of	
Domestic (Ohio) Limited Partnership, with registration number	and NOT registered to do business in the State of Ohi	nder the laws of the state/country of	:
	☐ Domestic (Ohio) Limited Partnership, with registration	1 Oumber	A.
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	Foreign (Non-Ohio) Limited D.	<del></del>	42

Foreign (Non-Ohio) Limited Partnership organized ur and NOT registered to do business in the state of Ot	nder the laws of the state hio.	e/country of	<del> </del>	K,
Domestic (Ohio) Partnership having limited liab				<u></u>
Foreign (Non-Ohio) Partnership having limited	liability organized und	er the laws of the st	ate/country of	
and registered to do t	business in the state o	f Ohio under registr	ation number	
Foreign (Non-Ohio) Partnership having limited liabil	ity organized under the line and NOT registered to	aws of the state/coun o do business in the s	try of tate of Ohio.	17
Foreign (Non-Ohio) Non-Profit incorporation under and licensed to transact business in the state of Oh	the laws of the state/cou nio under license numbe	intry of		<del></del>
Foreign (Non-Ohio) Non-Profit incorporation under and not licensed to transact business in the state of	the laws of the state/color Ohio.	intry of	<del></del>	<del></del>
General partnership not registered with the sta	ate of Ohio			5
II. MERGING ENTITY  The name, charter/license/registration number, type or respectively, of which is the entities merging out of exall merging entities, please attach a separate sheet listing.	astence are as follows.	. (11 0113 13 1130111911)	organization, ot space to reflect	5
(Please list the Ohio charter, license/registration i				
Name / charter, license or registration number	State/Country	of Organization	Type of Entity	
Greenbriar at River Valley Phase Homeowners	Ohio/Cuyaho	ga	non-profit	
Association, Inc./Charter No. 983810	(2)			
	. 17	<del></del>	53	
		,		
III. MERGER AGREEMENT ON FILE  The name and mailing address of the person or enti- agreement of merger upon written request:	ity from whom/which e		obtain a copy of	the
Louis A. Poncel	(street) NO	n Lane TE: P.O. Box Address	es are NOT acceptat	b/e.
(name)		44133		19
North Royalton (city, village or township)	Ohio (state)	(zip c	ode)	
IV. EFFECTIVE DATE OF MERGER  This merger is to be effective on:  after the date of filing; the effective date of the men specified, the date of filing will be the effective date	ger cannot be earlier t	cified, the date mus than the date of filin	it be a date on or ig, if no date is	2.
V. MERGER AUTHORIZED  The laws of the state or country under which each This merger was adopted, approved and authorize of the state under which it is organized, and the pe entities are duly authorized to do so.				e laws stituent

The name and odd-	(4.4)
served is:	y's statutory agent upon whom any process, notice or demand may be
Láuis A. Poncel	any process, notice or demand may be
(name)	1031/ River Run Lane
N	(street) NOTE: P.O. Box Addresses are NOT acceptable.
North Royalton	Adul esses are NOT acceptable.
(City, village or township)	Ohio 44133
authorized to conduct business in the state of Ohi	(zp code) (ity is a foreign entity which is not licensed, registered or otherwise
I DE HOGERIONA -	•
acknowledges and accepts the appointment of	ory agent for the above referenced surviving entity, hereby if statutory agent for said entity.
acknowledges and accepts the appointment of	statutory agent for said entity.
	- 17.5
The acceptance of	Signature of Agent
changed, or the gamed -	e surviving entities if through this merger the statutory agent has
goo, of the hamed agent differs in any way froi	m the name currents
Upon filing, or upon such later date as accept	d herein, the merging entity/entities listed herein shall merge into the
listed surviving entity	d herein, the merging entity/entities listed by
IX. AMENDMENTS	shall merge into the
The adicine of	
having limited line in a raicles of organization	ation cedificate as
Attachments are appropriate term) of	ation, certificate of limited partnership or registration of partnership fithe surviving domestic entity have been amended.
= ments are provided	No Changes
A QUALIFICATION AS	•
A. The listed surviving foreign and	N SURVIVING ENTITY
bank, savings bank, savings and load limited lia	N SURVIVING ENTITY  k, savings bank, savings and loan, limited liability company, limited bility desires to transact business in Ohio as a foreign corporation, dilability company, limited partnership, or partnership having as its statutory agent upon whom process paties.
limited liability, and hereby appoints the follow	d liability company, limited partnership as a foreign corporation,
against the entity may be served in the state	wing as its statutory agent upon whom pro-
is:	of Ohio. The name and complete address of the statutory agent
	and a statutory agent
(name)	
	(street) NOTE RO
<u> </u>	(street) NOTE: P.O. Box Addresses are NOT acceptable.
(city, village or township)	, Ohio
The subject surviving foreign corporation, ban limited partnership, or partnership having limited	(zip code)
I he cubic at	

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 liability company's, limited partnership's or partnership having limited liability's license or registration to do business on Ohio expires or is canceled.

	The name of the Foreign Nationally/	(Sodomily chartered bank, savi	nos bank, or savings	and loan
(a.)	The name of the Foreign Nationally/ association is	receiving chartered bank, 50 m	ngo banni or o - mgo	
(b)	The name(s) of any Trade Name(s)	under which the corporation w	ill conduct business:	
(/				
	11 11			
		1		
			- 11	
(c.)	The location of the main office (nor	n-Ohio) shall be:		
		NOTE: BO BO	x Addresses are NOT ac	ceptable
	(street address)	NOIE. F.O. 50	A Muli casal along /	
	(cit,, township, or village)	(county)	(state)	(zip code)
(d.	) The principal office location in the	state of Ohio shall be:		
(d.	) The principal office location in the (street address)		ox Addresses are NOT a	cceptable.
(d.			ox Addresses are NOT a	
(d.				cceptable. (zip code)
(d.	(street address)	NOTE: P.O. 80 (county)	Ohio_ (state)	(zip code)
	(street address)  (city, township, or village)  (Please note, if there will not be	(county)  an office in the state of Ohio	Ohio_(state)  o, please list none.) e of Ohio:	(zip code)
	(street address)  (city, township, or <b>vill</b> age)	(county)  an office in the state of Ohio	Ohio_(state)  o, please list none.) e of Ohio:	(zip code)
	(street address)  (city, township, or village)  (Please note, if there will not be	(county)  an office in the state of Ohio	Ohio_(state)  o, please list none.) e of Ohio:	(zip code)
	(street address)  (city, township, or village)  (Please note, if there will not be	(county)  an office in the state of Ohio	Ohio_(state)  o, please list none.) e of Ohio:	(zip code)
(e	(street address)  (city, township, or village)  (Please note, if there will not be ) The corporation will exercise the (Please provide a brief summary	(county) e an office in the state of Ohio following purpose(s) in the stat of the business to be conducte	Ohio (state)  o, please list none.) e of Ohio: ed; a general clause i	(zip code) s not sufficient)-
(e 2. F (l'	(city, township, or village)  (Please note, if there will not be  The corporation will exercise the (Please provide a brief summary)  preign Qualifying Limited Liability the qualifying entity is a foreign limited to the corporation will exercise	(county) e an office in the state of Ohio following purpose(s) in the stat of the business to be conducte  / Company ited liability company, the follow	Ohio (state)  o, please list none.)  e of Ohio: d; a general clause i	(zip code) s not sufficient)-
(e 2. F (l'	(street address)  (city, township, or village)  (Please note, if there will not be ) The corporation will exercise the (Please provide a brief summary	(county) e an office in the state of Ohio following purpose(s) in the stat of the business to be conducte  / Company ited liability company, the follow	Ohio (state)  o, please list none.)  e of Ohio: d; a general clause i	(zip code) s not sufficient)-
(e 2. F (l'	(street address)  (city, township, or village)  (Please note, if there will not be ) The corporation will exercise the (Please provide a brief summary)  oreign Qualifying Limited Liability (the qualifying entity is a foreign limited).  The name of the limited liability (controlled).	(county)  e an office in the state of Ohio following purpose(s) in the stat of the business to be conducte  / Company ited liability company, the following purpose (s)	Ohio (state)  o, please list none.)  e of Ohio: d; a general clause i	(zip code) s not sufficient)-
2. F (l'	(city, township, or village)  (Please note, if there will not be  The corporation will exercise the (Please provide a brief summary)  preign Qualifying Limited Liability the qualifying entity is a foreign limited to the corporation will exercise	(county) e an office in the state of Ohio following purpose(s) in the stat of the business to be conducte  / Company ited liability company, the follow company in its state of organiza	Ohio (state)  o, please list none.)  e of Ohio: d; a general clause i	(zip code) s not sufficient)-

	12		(street address)					
			,	NOTE: P.O. Bo	x Addresses are NOT a	cceptable.		
			(city, township, or village)		<u>.                                    </u>	ii .		
			·		(state)	(zip code)		
		3. Fx (1f	oreign Qualifying Limited Partnership the qualifying entity is a foreign limited p	partnership, the following info	ormation must be co	ompleted).		
			a.) The name of the limited partnership is			1/-		
	3.5				-7			
		(b	o.) The limited partnership was formed or	· · · · · · · · · · · · · · · · · · ·	<del>`</del>			
		<b>(</b> c	c.) The address of the office of the limited	partnership in its state/a	<del></del>			
				s bar greezergh III Itz state/con	ntry of organization	is:		
			(street address)	NOTE: P.O. Box	Addresses are NOT ac	cceptable.		
			(city, township, or village)	(county)	(state)	(zip.code)		
		(d	.) The limited partnership's principal offic	ce address is:				
			(street address)	NOTE: P.O. Box	Addresses are NOT ac	ceptable.		
				_				
			(city, township, or village)	(county)	(state)	(zip code)		
		(e.	.) The names and business or residence follows:	addresses of the General p	artners of the partne	ership are as		
			Name	Address				
				<u> </u>				
				Ti .				
		(If incuses	Pignt spage to governthin to			<del></del>	72	
			cient space to cover this Item, please attach a sepa					
621		(f.)	) The address of the office where a list o limited partners and their respective ca	f the names and business on pital contributions is to be n	r residence address naintained is:	es of the		

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

The name of the partnership shall be  Please complete the following appropriate section (either item b(f) 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.  (city, village or township)  (city, township, or village)  (city, village or township)  (city, village or township)	The page of the pa	•	74	
(1.) The address of the partnership's principal office in Ohio.is:    (street address)   NOTE: P.O. Box Addresses are NOT acceptable.	./ The hame of the partnership shall	l be		
(1.) The address of the partnership's principal office in Ohio.is:    (street address)   NOTE: P.O. Box Addresses are NOT acceptable.	.) Please complete the following ap	propriate section (either item	b(l) or b(2)):	·····
(city, village or township)  (city, village)  (city, township, or village)  (city, township)  (city, village or township)				
(city, village or township)  (city, village or township)  (city, village or township)  (city, village or township)  (city, village)  (city, township, or village)  (city, village or township)		<u> </u>		
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)  (zip code)  (city, township, or village)  (state)  (zip code)	(street address)	NOTE: P.O.	. Box Addresses are NOT	acceptable.
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 co (zip co (name)  (street address)  NOTE: P.O. Box Addresses are NOT acceptable.  (city, village or township)  (city, village or township)  (zip code)  Please indicate the state or jurisdiction in which the Foreign Limited Liability Partnership has been formed	(city, village or township)		<del></del>	<del></del>
(city, township, or village)  (street address)  NOTE: P.O. Box Addresses are NOT acceptable.  (city, township, or village)  (state)  (zip co  (name)  NOTE: P.O. Box Addresses are NOT acceptable.  (city, village or township)  (zip code)  (zip code)  Please indicate the state or jurisdiction in which the Foreign Limited Liability Partnership has been formed				•
(city, township, or village)  (city, village or township)	the partnership does not have a p	orincipal office in Ohio, the	en items 'b2 must be c	ompleted)
(city, township, or village)  (city agent for service of process in Ohio is as follows:  (name)  (street address)  NOTE: P.O. Box Addresses are NOT acceptable.  (city, village or township)  (zip code)  Please indicate the state or jurisdiction in which the Foreign Limited Liability Partnership has been formed	(2.) The address of the partnersh	ip's principal office (Non-Ohi	io):	
(city, township, or village)  (city, township, or village)  (state)  (zip co  (zip co  (name)  (street address)  NOTE: P.O. Box Addresses are NOT acceptable.  (city, village or township)  (zip code)  (Please indicate the state or jurisdiction in which the Foreign Limited Liability Partnership has been formed		,	.,	
(city, township, or village) (zip co ) 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.  (city, village or township)  (zip code)  Please indicate the state or jurisdiction in which the Foreign Limited Liability Partnership has been formed	(street address)	NOTE: P.O.	Box Addresses an NOT	
(state) (zip co  The name and address of a statutory agent for service of process in Ohio is as follows:  (name)  NOTE: P.O. Box Addresses are NOT acceptable.  (city. village or township)  (zip code)  Please indicate the state or jurisdiction in which the Foreign Limited Liability Partnership has been formed			TON NUMBERS SIG NOT	acceptable.
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.  (city. village or township)  (zip code)  Please indicate the state or jurisdiction in which the Foreign Limited Liability Partnership has been formed	(city, township, or village)	<del></del>	(ctata)	
(street address)  NOTE: P.O. Box Addresses are NOT acceptable.  (city. village or township)  (zip code)  Please indicate the state or jurisdiction in which the Foreign Limited Liability Partnership has been formed	) The same and add		• •	(zip code
(street address)  NOTE: P.O. Box Addresses are NOT acceptable.  Ohio (city, village or township)  (zip code)  Please indicate the state or jurisdiction in which the Foreign Limited Liability Partnership has been formed	) The name and address of a statut	ory agent for service of proce	ess in Ohio is as follow	/s:
(street address)  NOTE: P.O. Box Addresses are NOT acceptable.  Ohio (city, village or township)  (zip code)  Please indicate the state or jurisdiction in which the Foreign Limited Liability Partnership has been formed	(1222)			
(city, village or township)  (city, village or township)  (zip code)  (Please indicate the state or jurisdiction in which the Foreign Limited Liability Partnership has been formed	(name)			
(city, village or township)  (city, village or township)  (zip code)  (Please indicate the state or jurisdiction in which the Foreign Limited Liability Partnership has been formed				
(zip code)  Please indicate the state or jurisdiction in which the Foreign Limited Liability Partnership has been formed	(Street address)	NOTE: P.O.	Box Addresses are NOT :	acceptable.
) Please indicate the state or jurisdiction in which the Foreign Limited Liability Partnership has been formed		, Ohio		
	(city, village or township)		(zip code)	
The business which the partnership engages in is:	Please indicate the state or jurisdiformed	ction in which the Foreign Lir	mited Liability Partners	hip has been
The business which the partnership engages in is:				
) The business which the partnership engages in is:				
	) The business which the partnershi	ip engages in is:	□ 34	
		**		
				<del></del>

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

Greenbriar at River Valley Master Homeowners	Greenhaar at River Valley Dhann II.
(Exact name of entity) Association, Inc.	Greenbriar at River Valley Phase Homeowners (Exact name of entity) ASSOCIATION, Inc.
Ву:	Pun
THOMAS DESIMPEL	By:
its: President	THOMAS DESIMPEL Resident
Date:	
	Date:
70.0 A	
·	9 8
(Exact name of entity)	(Exact name of entity)
D	<b>1</b> • •
Ву:	Ву:
lts:	lts:
Date:	
	Date:
(Exact name of entity)	(Exact name of entity)
D	(— Strict of army)
Ву:	Ву:
lts:	lts:
Date:	Date:
· —	
(Exact name of entity)	
(Class leave of Blady)	(Exact name of entity)
Ву:	Ву:
lts:	Its:
Date:	
	Date:
(Exact name of entity)	(Exact name of entity)
Зу:	By:
lts:	
Date:	Date:

Thomas Desimpel Louis A. Poncel Paul V. Millimet

RESOLVED FURTHER, that the officer and trustee positions of the Master Association and the Phase Association will be terminated upon the conclusion of the process of consolidation, as set forth in Section 1702.44 of the Ohio Revised Code;

RESOLVED FURTHER, that the officers and trustees of the Master Association, the Phase Association and the Merged Association are hereby authorized to undertake such actions as may be necessary or required to fulfill the foregoing resolutions;

RESOLVED FINALLY, that all prior actions by the members, trustees, officers, or other agents, employees or representatives of the Master Association, the Phase Association and the Merged Association in connection with the foregoing are hereby ratified and affirmed in all respects.

IN WITNESS WHEREOF, the following Class B Members and Boards of Trustees of each of the Master Association and the Phase Association, hereby execute this Consent as follows:

MASTER ASSOCIATION TRUSTEES:	MASTER ASSOCIATION MEMBERS:	TION CLASS B
ROBERT S. SITHENS (outgoing trustee)	U.S. HOME CORPOR	RATION, a Delaware
GREGORY J. PACHOLSKI (outgoing trustee)	By:PAUL V. MILLII	MET, its Secretary
PAUL V. MILLIMET	₹	9
LOUIS A. PONCEL (incoming trustee)		
THOMAS DESIMBEL	-	

(incoming trustee)

**	72	fi 55
31	©: 9	ž s
	PHASE ASSOCIATION TRUSTEES:	PHASE ASSOCIATION CLASS B MEMBERS:
	ROBERT S. SITHENS (outing trustee)	U.S. HOME CORPORATION, a Delaware corporation
	GREGORY J. PACHOLSKI (outgoing trustee)	By: PAUL V. MILLMET, its Secretary
	PAUL V. MILLIMET	> x
	THOMAS DESIMPEL (incoming trustee)	

# JOINT RESOLUTION

#### JOINT RESOLUTION

UNANIMOUS WRITTEN CONSENT OF THE BOARDS OF TRUSTEES OF GREENBRIAR AT RIVER VALLEY MASTER HOMEOWNERS ASSOCIATION, INC. AND

GREENBRIAR AT RIVER VALLEY PHASE HOMEOWNERS ASSOCIATION, INC.

Signed as of January 31, 2005 (merger transaction contemplated hereby to be effective January 31, 2005)

The undersigned, being all Trustees of the Board of Trustees of 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"), as each such entity has Class B Members, hereby take the following actions:

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 manages certain aspects of Greenbriar, pursuant to the terms of a Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Phase I Association, as recorded in the Cuyahoga County Recorder's Office on July 15, 1997, at Volume 97-06825, page 12, as amended by an Addendum to Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Phase I Association, as recorded in the Cuyahoga County Recorder's Office on December 8, 2000, and having instrument number 200012080211 (collectively, the "Phase I Declaration") and a Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Phase III Homeowners Association, as recorded in the Cuyahoga County Recorder's Office on December 8, 2000, as instrument number 200012080213 as amended by an Addendum to Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Phase III Homeowners Association, as recorded in the Cuyahoga County Recorder's Office on July 22, 2002, and 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 \_\_\_\_\_\_, 2005, and having

DESTROYER 13

instrument number \_\_\_\_\_ (collectively, with the Phase I Declaration and the Phase III Declaration, the "Phase Declaration");

WHEREAS, in the interest of practicality and economy the Master Association and the Phase Association each desire to merger their respective operations with Master Association as the surviving entity and renamed as Greenbriar at River Valley Homeowners Association, Inc.;

NOW, THEREFORE, the Boards of Trustees of each of the Master Association and Phase Association hereby resolve as follows:

RESOLVED, that the Master Association and the Phase Association hereby adopt the Agreement of Merger in substantially the form as attached hereto as Exhibit "A";

RESOLVED FURTHER, that the Master Association and Phase Association hereby adopt the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Homeowners Association, in substantially the form as attached hereto as Exhibit "B" (which further includes Phase V and Phase VI of Greenbriar) and may cause same to be recorded with the Cuyahoga County Recorder's Office;

RESOLVED FURTHER, that the Master Association and the Phase Association each hereby adopts the Certificate of Merger, substantially in the form attached hereto as Exhibit "C" and may cause same to be filed with the Ohio Secretary of State;

RESOLVED FURTHER, that the Master Association and the Phase Association hereby each adopt the Amended and Restated Bylaws of Greenbriar at River Valley Homeowners Association, Inc. substantially in the form attached hereto as Exhibit "D";

RESOLVED FURTHER, that the entity resulting from the consolidation of the Master Association and the Phase Association shall be "Greenbriar at River Valley Homeowners Association, Inc." ("Merged Association");

RESOLVED FURTHER, that the officers of the Merged Association, effective as of the date set forth above, are as follows:

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

RESOLVED FURTHER, that the trustees of the Merged Association are as follows, effective as of the date first set forth hereinabove:

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Thomas Desimpel Louis A. Poncel Paul V. Millimet

RESOLVED FURTHER, that the officer and trustee positions of the Master Association and the Phase Association will be terminated upon the conclusion of the process of consolidation, as set forth in Section 1702.44 of the Ohio Revised Code;

RESOLVED FURTHER, that the officers and trustees of the Master Association, the Phase Association and the Merged Association are hereby authorized to undertake such actions as may be necessary or required to fulfill the foregoing resolutions;

RESOLVED FINALLY, that all prior actions by the members, trustees, officers, or other agents, employees or representatives of the Master Association, the Phase Association and the Merged Association in connection with the foregoing are hereby ratified and affirmed in all respects.

IN WITNESS WHEREOF, the following Class B Members and Boards of Trustees of each of the Master Association and the Phase Association, hereby execute this Consent as follows:

MASTER ASSOCIATION
TRUSTEES:

ROBERT S. SITHENS
(outgoing trustee)

GREGORY PACHOLSKI
(outgoing trustee)

RAUL V. MILEMET

LOUIS A. PONCEL
(incoming trustee)

THOMAS DESIMPEL
(incoming trustee)

MASTER ASSOCIATION CLASS B MEMBERS:

U.S. HOME CORPORATION, a Delaware corporation

PAUL V. MILLIMET, its Secretary

ROBERT S. SITHENS
(outing trustee)

GREGORY I FACHOLSKI
(outgoing trustee)

PAUL V. MRLIMET

THOMAS DESIMPEL
(incoming trustee)

PHASE ASSOCIATION CLASS B MEMBERS:

U.S. HOME CORPORATION, a Delaware

corporation

By:

PAUL V. MILLMET, its Secretary

#### 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 \_\_\_\_\_\_ 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. <u>Surviving Corporation</u>. 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. <u>Place of Business</u>. 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. <u>Statutory Agent</u>. The statutory agent for the Association will be:

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

- 5. <u>Effective Dates.</u> 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. <u>ByLaws</u>. 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. <u>Declarations</u>. 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. <u>Certificate of Merger</u>. The parties hereto hereby approve and adopt the Certificate of Merger, substantially in the form attached hereto as Exhibit "C".

- 9. <u>Authorizing Documentation</u>. 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. <u>Miscellaneous</u>. 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.

MAST	ER ASSO	CIATIO	<b>1</b> :		
HOME	NBRIAR A OWNERS on-profit c	ASSOC	IATION. I	Y MASTER NC., an	
By:	BERT SI	THENC 1	Drogid and	12	<del></del>
	: U.S. HO	ME COI		DN, a Delaw er	ar
By:	UL V. MII	LIMET	, Secretary		_
PHASE	ASSOCIA	ATION:			
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And by:	U.S. HOl	ME COR on, Class	PORATIO B Member	N, a Delawa r	re
By:PAU	JL V. MII	LIMET,	Secretary		•

#### EXHIBIT C

#### Shaded Common Areas

To be attached.



#### Prescribed by J. Kenneth Blackwell

Ohio Secretary of State Central Ohio: (614) 466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite	this Form: (Selekt Orie)
	aranja silata silata baka
· O Yes	PO Box 1390 Columbus, OH 43216
*** Requ	ires an additional fee of \$100 ***
No     No	PO Box 1329
₩0	Columbus, OH 43216

www.state.oh.us/sos

I.

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:

SURVIVING ENTITY	74	1.7	
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  Greenbriar at River Valley Homeowners Association, Inc.	/ has been chan	ged to the fo	oliowing:
(Complete only if name of surviving entity is changing through the merger)		<del></del>	
C. The surviving entity is a: (Please check the appropriate box and fill in	the appropria	te 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 standard licensed to transact business in the State of Ohio under license no	ate/country of number		
Foreign (Non-Ohio) Corporation incorporated under the laws of the stand NOT licensed to transact business in the state of Ohio,	ate/country of		
Domestic (Ohio) Limited Liability Company, with registration number			
Foreign (Non-Ohio) Limited Liability Company organized under the laws of the and registered to do business in the State of Ohio under registration number	e state/country of		<del></del>
Foreign (Non-Ohio) Limited Liability Company organized under the laws of the 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, and registered to do business in the state of Ohio under registration number	/country of		D.1

	Foreign (Non-Ohio) Limited Partnership organized and NOT registered to do business in the state of	d under the	laws of the stat	e/country of		<del> </del>	
	Domestic (Ohio) Partnership having limited li	ability, with	the registrati	on number			
	Foreign (Non-Ohio) Partnership having limited liability organized under the laws of the state/country of						
	and registered to de	búsiness	in the state of	f Ohio under rea	istration numb		
10					29	21	
	Foreign (Non-Ohio) Partnership having limited liab	ollity organiz	ed under the la T registered to	ws of the state/co do business in the	untry of		
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	Foreign (Non-Ohio) Non-Profit incorporation under and not licensed to transact business in the state	. 4h a la		try of	•	d!	
	General partnership not registered with the sta	ate of Ohio					
	NG ENTITY	-10 Of Offic					
all mergi	ne, charter/license/registration number, type of vely, of which is the entities merging out of exing entities, please attach a separate sheet listing entities. Once charge, license/registration in	ig the mer	jing entities)	ncorporation or in this is insufficie	organization, nt space to refl	ect	
	charter, license or registration number	Sta	te/Country of	Organization	Type of Entit	ły	
Greenbri	iar at River Valley Phase Homeowners	Ohi	o/Cuyahoga		non-profit		
Associat	tion, Inc./Charter No. 983810						
			<del></del>	<del></del>			
		<del>-</del>			<u> </u>		
The nam agreeme Louis A. I	R AGREEMENT ON FILE te and mailing address of the person or entity f ant of merger upon written request: Poncel		/which eligiblo		btain a copy of	the	
(name)		(street)		D. Box Addresses :	are NOT acceptab	ala .	
North Ro		,	Ohio	44133		WG-	
(city, village	e or township).		state) ·	(zip code	<del></del>	10	
	·	c		(—F 300C	,		
This merg	IVE DATE OF MERGER ger is to be effective on: date of filing; the effective date of the merger of the date of filing will be the effective date of the	_(if a date annot be a ne merger)	is specified, arlier than the	the date must be a date of filing, if	a date on or no date is		
The laws. This merg	R AUTHORIZED  of the state or country under which each const per was adopted, approved and authorized by a be under which it is organized, and the persons be duly authorized to do so.	ituent entit each of the signing th	y exists, pem constituent e is certificate d	nits this merger. entities in compli on behalf of each	ance with the in	aws uent	

	tutory agent upon whom any process, notice or demand may be
Louis A. Poncel	10317 River Run Lane
(hame)	(street) NOTE: P.O. Box Addresses are NOT acceptable.
North Royalton	•
(city, village or township)	, Ohio <u>44133</u>
(This item MUST be completed if the surviving entity is a authorized to conduct business in the state of Ohio)	(zip code). a foreign entity which is not licensed, registered or otherwise
VII. ACCEPTANCE OF AGENT	is.
The undersigned, named herein as the statuton inc	and for the state of
acknowledges and accepts the appointment of state	ent for the above referenced surviving entity, hereby utory agent for said entity.
Sig	nature of Agent
(The acceptance of agent must be completed by the sur changed, or the named agent differs in any way from the	viving entities if through this merger the statutory agent has a name currently on record with the Secretary of State )
VIII. STATEMENT OF MERGER	
Upon filing, or upon such later date as specified has	enin Hannania
listed surviving entity	rein, the merging entity/entities listed herein shall merge into the
IX. AMENDMENTS	
The articles of incorporation articles of organization	n, certificate of limited partnership or registration of partnership
having limited liability (circle appropriate term) of the Attachments are provided	e surviving domestic entity have been amended.  No Changes
A	
X. QUALIFICATION OR LICENSURE OF FOREIGN B	
bank, savings bank, savings and loan, limited li limited liability, and hereby appoints the following	SURVIVING ENTITY savings and loan, limited liability company, limited by desires to transact business in Ohio as a foreign corporation, ability company, limited partnership, or partnership having ag as its statutory agent upon whom process, notice or demand Ohio. The name and complete address of the statutory agent
partnership, or partnership having limited liabilit bank, savings bank, savings and loan, limited limited liability, and hereby appoints the following against the entity may be served in the state of is:	savings bank, savings and loan, limited liability company, limited by desires to transact business in Ohio as a foreign corporation, ability company, limited partnership, or partnership having
partnership, or partnership having limited liabilit bank, savings bank, savings and loan, limited li limited liability, and hereby appoints the following	savings bank, savings and loan, limited liability company, limited by desires to transact business in Ohio as a foreign corporation, ability company, limited partnership, or partnership having
partnership, or partnership having limited liabilit bank, savings bank, savings and loan, limited limited liability, and hereby appoints the following against the entity may be served in the state of is:	savings bank, savings and loan, limited liability company, limited by desires to transact business in Ohio as a foreign corporation, ability company, limited partnership, or partnership having ag as its statutory agent upon whom process, notice or demand Ohio. The name and complete address of the statutory agent

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 falls 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.

mu	reign Notice Under Section 1703.the qualifying entity is a foreign bank st be completed.)	031 k, savings bank, or savings and	loan, then the follow	wing informat
	The name of the Foreign National association is	lly/Federally chartered bank, sa	vings bank, or savin	gs and loan
(b.)	The name(s) of any Trade Name(s	s) under which the corporation v	will conduct busines	s:
(G.)	The location of the main office (no	on-Ohio) shall be:	e	
17	<del></del>			
	(street address)	NOTE: P.O. Bo.	x Addresses are NOT a	cceptable.
	(city, township, or village)	(county)	(state)	
(d.)	The principal office location in the	•	(sec.	(zip ço
	(street address)	NOTE: P.O. Bo;	x Addresses are NOT a	cceptable.
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	(city, township, or village)	(county)	Ohio (state)	cceptable. (zip co
(e.)·	·	(county) an office in the state of Ohio,	Ohio (state) please list none.)	(zip co
Fore	(city, township, or village)  (Please note, if there will not be: The corporation will exercise the for	(county)  an office in the state of Ohio, bllowing purpose(s) in the state f the business to be conducted;	Ohio (state)  please list none.) of Ohio: a general clause is	(zip co : n <b>o</b> ∉ sufficier
Fore (If th	(city, township, or village)  (Please note, if there will not be a The corporation will exercise the fo (Please provide a brief summary of	(county)  an office in the state of Ohio, ollowing purpose(s) in the state of the business to be conducted:  Company of liability company, the following mpany in its state of organization	Ohio (state)  please list none.) of Ohio: a general clause is g information must	(zip co : no∉sufficier
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/If ti	eign Qualifying Limited Partnersi	nip		
	he qualifying entity is a foreign limite		ormation must be o	ompleted).
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(b.)	The limited partnership was formed	don		<del></del>
		. ————	<u> </u>	19-
(C.)	The address of the office of the lim	ited partnership in its state/cou	intry of organization	i ls:
	(street address)	NOTE: P.O. Bo	x Addresses are NOT	acceptable.
	(city, township, or village)	(county)	(state)	(zip coo
(d.)	The limited partnership's principal			
-	(street address)	NOTE: P.O. Bo	x Addresses are NOT a	acceptable.
-	faths formal in			
	(city, township, or village)	(county)	(state)	(zip cod
e.)	The names and business or resider follows:	nce addresses of the General p	partners of the partr	nership are as
	Name			
		Address		
-			_	
_	<del>-</del>			·
		<del></del>	<del></del>	14
-		<del></del>		
ufficie	nt space to cover this Item, please attach a	separate sheet listing the general nart	ners and their respective	
li li	The address of the office where a list imited partners and their respective	st or the names and business of capital contributions is to be a	or residence addres	ses of the
	-F = +41.0	sometiments is to be n	nantialned IS:	-
_	street address)		·	
_	street address)	NOTE: P.O. Box	Addresses are NOT a	cceptable,
(:	street address) city, township, or village)	NOTE: P.O. Box	Addresses are NOT a	cceptable,

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

,	the partnership shall be	4	
.) Please comp	plete the following appropriate sec	ction (either item b(l) or b(2));	<u> </u>
	ress of the partnership's principa		
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(city, village or b	ownship)	, Ohio	(code)
he partnersh	p does not have a principal off	ice in Ohio, then items b2 must be	
(2 ) The add	Poer of the second	ioo iii Oliio, uren items b2 must be	completed)
(2.) The add	ress of the partnership's principal	office (Non-Ohio):	
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(city, township, c	r village)	(state)	
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The name an		•	
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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.

(Exact name of entity) Association, Inc.  By: THOMAS DESIMPEL Its: President  Date:  D	Greenbriar at River Valley Master Homeowners	Greenbriar at River Valley Phase Homeowners
THOMAS DESIMPEL Its: President  Date:  Date:	(Exact name of entity) Association, Inc.	(Exact name of entity) Association, Inc.
THOMAS DESIMPEL Its: President  Date:  Date:	By:	D
Its: President  Date:  Date:  Date:  (Exact name of entity)  By:  By:  Its:  Date:  Date:  Date:  (Exact name of entity)  By:  By:  Its:  Date:  (Exact name of entity)  By:  Its:  Date:  Date:  Date:  (Exact name of entity)  By:  Its:  Date:  Date	THOMAS DESIMPEL	THOMAS ASSAULT
(Exact name of entity)  By:	lts: President	HUMAS DESIMPEL Hs: President
(Exact name of entity)  By: By: Its: Its: Date: Date:  Date:  (Exact name of entity)  By: By: Its: Its: Date: Date: Date:  Date:  Date:  (Exact name of entity)  By: By: Its: Date: Date:  (Exact name of entity)  By: By: Its: Date:	Date:	Date:
By:		75
By:         By:           Its:         Its:           Date:         Date:           (Exact name of entity)         (Exact name of entity)           By:         Its:           Date:         Date:           (Exact name of entity)         (Exact name of entity)           By:         Its:           Date:         Date:           (Exact name of entity)         (Exact name of entity)           By:         Its:           Date:         Its:           Date:         Its:           Date:         Its:           Date:         Its:           Date:         Its:           Date:         Its:	(Exact name of entity)	(Exact name of entiry)
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# CERTIFICATE OF CONSISTENCY FOR THE PHASE ASSOCIATION

# CERTIFICATE OF CONSISTENCY (for Phase Association)

The undersigned, being an officer of The Greenbriar at River Valley Phase Homeowners Association, Inc., an Ohio non-profit corporation, hereby certifies that the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley Homeowners Association, Inc., attached hereto as Exhibit "A", is consistent with the Declaration of Covenants, Conditions, and Restrictions for Greenbriar at River Valley Phase I Association, filed on July 15, 1997 with the Cuyahoga County Recorder's Office at Volume 97-06825, page 12, as amended by an 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, 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, an Addendum to Declaration of Covenants, Conditions, and Restrictions for Greenbriar at River Valley Phase III Homeowners Association, filed on July 22, 2002 and having instrument number 200207221374, and 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 January \_\_\_\_\_, 2005, and having instrument number \_\_\_\_\_

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

PAUL V. MILLIMET, Secretary

# CERTIFICATE OF CONSISTENCY

### FOR THE

MASTER ASSOCIATION

# SECOND ADDENDUM TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GREENBRIAR AT RIVER VALLEY

This Second Addendum to the Master Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley ("Addendum") is made as of this 15th tay of July, 2002 by Greenbriar at River Valley Ltd., an Ohio limited liability company ("Declarant").

#### WITNESSETH:

WHEREAS, Declarant is and was the owner and developer of certain real property in North Royalton, Cuyahoga County, Ohio, which is graphically depicted on Exhibit A attached to the Master Declaration, defined below ("Property");

WHEREAS, the Declarant had divided the Property into various phases in the course of developing the Property as a residential community known as Greenbriar at River Valley;

WHEREAS, the Declarant caused a Master Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley to be recorded in the Cuyahoga County Records at Volume 97-06824, Page 40, and recorded on July 15, 1997 ("Master Declaration"), which has been amended by that certain Addendum to Master Declaration of Covenants, Conditions and Restrictions for Greenbriar at River Valley recorded in the Cuyahoga County Records as instrument number 200012080212, on December 8, 2000 ("First Addendum") to govern the Property and various Phases;

WHEREAS, "Phase I" of the Property, is designated on Exhibit A attached to the Master Declaration;

WHEREAS, "Phase II" and "Phase IIIA", are graphically depicted respectively on Exhibits "E" and "F" attached to the First Addendum;

WHEREAS, the Declarant subsequently developed "Phase IIIB", as graphically depicted in Exhibit "G" attached hereto and incorporated herein;

WHEREAS, the Declarant desires that Phase IIIB be subject to the terms, covenants, conditions and restrictions set forth in the Master Declaration;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby declares as follows:

Section 1. <u>Inclusion of Phase IIIB</u>. Phase IIIB of the Property is hereby subject to the terms, covenants, conditions and restrictions of the Master Declaration.

Section 2. <u>Remaining Terms</u>. All terms, covenants, conditions and restrictions set forth in the Master Declaration, which are not otherwise modified hereby, remain in full force and effect.

IN WITNESS WHEREOF, the undersigned being the Declarant named herein, has executed this Declaration on July 15, 2002.

#### **DECLARANT:**

GREENBRIAR AT RIVER VALLEY, LTD., an Ohio limited liability company

By:

PAUL M. MILLIMET, its Secretary

STATE OF <u>New Tersur</u>)

COUNTY OF <u>Monmouth</u>)

SS.

This instrument was acknowledged before me on this 15th day of July, 2002, by Paul M. Millment on behalf of Greenbriar at River Valley, Ltd., an Ohio limited liability company.

NOTARY PUBLIC

This instrument prepared by: David V. Allen, Esq. Taft, Stettinius & Hollister LLP 200 Public Square, Suite 3500 Cleveland, Ohio 44114 (216) 241-2838 Janet Smeraidi Notary Public of New Jersey My Commission Expires Aug 14, 2005

After recording please return to: Fidelity National Title Ins. Co. 113 St. Clair Avenue, Ste 400 Cleveland, OH 44114

> CUYAHOGA COUNTY RECORDER 200207221375 PAGE 2 of 3

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## DECLARATION OF EASEMENTS

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CUYAHOGA COUNTY RECORDER PATRICK J. OMALLEY DEEA 07/08/2004 11:26:40 AM 200407080540

## TRANSFER NOT REQUIRED

JUL 0 8 2004

ROBERT KLAIBER JR., PE., PS. CUYAHOGA COUNTY ENGINEER

TRANSFER NOT REQUIRED

TRANSFER NOT REQUIRED

ANOGA COUNTY AJOITOR

AHOGA COUNTY AJOITOR

Of June 202

**DECLARATION OF EASEMENTS** 

of June, 2004 by and between U.S. HOME CORPORATION, a Delaware corporation ("U.S. Home") and Joan Konopka, an unmarried individual ("Homeowner").

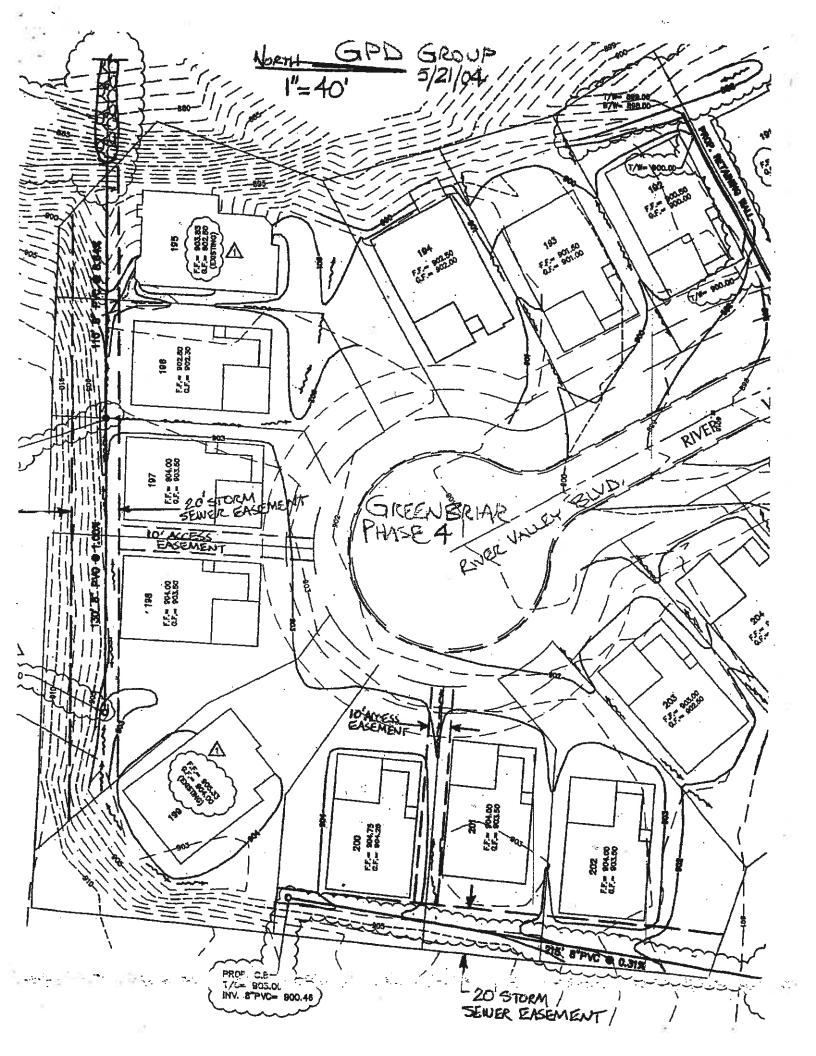
#### RECITALS:

- A. U.S. Home owns Lots 196, 197, 198, 200, 201 and 202 in the Greenbriar at River Valley housing subdivision ("Greenbriar") located in North Royalton, Cuyahoga County, Ohio, as set forth on a plat recorded at Volume 329, pages 01 and 02 of Cuyahoga County Records and having instrument number 200312090646 (the "Plat"), and generally shown on Exhibit "A", attached hereto and incorporated herein (collectively, "U.S. Home Properties").
- B. Homeowner owns Lot 195 in Greenbriar, as shown on the Plat and on Exhibit A (the "Homeowner Property"; collectively, the U.S. Home Properties and the Homeowner Property are the "Properties", and individually any one of the U.S. Home Properties or the Homeowner Property may be referred to as a "Property" or by its specific Lot Number);
- C. As part of the development of Greenbriar, U.S. Home will construct a storm sewer to be located under and which services the Properties (the "Sewer") in the area shown on Exhibit A and described on Exhibit "B", attached hereto and incorporated herein (collectively, the "Sewer Easement Areas"); and
- D. U.S. Home and Homeowner desire to establish easements to allow for the use of and access to the Sewer.
- NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby declare and agree as follows:
- 1. <u>Grant of Easements</u>. U.S. Home and Homeowner hereby establish the following perpetual, non-exclusive easements to burden, but for the benefit of the Properties (collectively, the "Easements"):

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- (a) <u>Sewer Easement</u>. U.S. Home and Homeowner hereby grant and establish an easement over Properties to utilize the Sewer for the benefit of the Properties;
- (b) Access Easement. U.S. Home hereby grants and establishes an easement to allow access to the Sewer over Lots 197, 198, 200 and 201 for construction, maintenance, repairs, or replacement of the Sewer in the area shown on Exhibit A and described on Exhibit "C", attached hereto and incorporated herein (collectively, the "Access Areas"); and
- (c) <u>Construction Easement</u>. U.S. Home and Homeowner hereby grant and establish an easement over the Sewer Easement Areas and the Access Areas to allow U.S. Home to construct the Sewer.
- 2. Run with the Land. The Easements will run with the lands which are benefited and burdened hereby, and will be binding upon and inure to the benefit of the successors and assigns of all or any portion of the estates of the owners of the Properties.
- 3. <u>Duration</u>. Unless otherwise provided in this Declaration, each and all of the restrictions and Easements created hereby will continue from the date this Declaration is recorded with the Cuyahoga County Recorder and will continue in perpetuity.
- 4. <u>Mortgage Subordination</u>. U.S. Home and the Homeowner agree that their respective mortgages to the Properties will be subordinate to the terms of this Declaration and will take such steps as are reasonable and necessary to effectuate such subordination.
- 5. Maintenance. The owner of each Property will be responsible for all damage or blockage it or its occupants cause to the Sewer, and will keep clear all inlets to the Sewer on the owner's Property. Each owner of the Properties will also be responsible for a proportionate share of maintenance of the Sewer, based on a fraction, the numerator being one (1) and the denominator being the number of Properties a particular line of the Sewer abuts. For example, as shown on Exhibit A, Lots 195, 196, 197 and 198 abut one line of the Sewer; accordingly, each would pay one-fourth (1/4) of the maintenance of that portion of the Sewer; as a further example, Lots 200, 201 and 202 abut a separate line of the Sewer and would each pay one-third (1/3) of the maintenance. The term "maintenance", as used herein, means repairs, restoration, replacement, or preventative measures to keep the Sewer operating properly, which maintenance is not attributed to the neglectful or willful actions of any owner or occupant of a Property or group thereof.
- 6. <u>Enforcement/No Waiver</u>. Only the owners of the Properties, the homeowners association(s) which govern the applicable Properties, governing public bodies having jurisdiction of the Properties, or their respective agents, attorneys or transferees will have the right to enforce the terms of this Declaration. The failure to enforce any term herein will in no event be deemed a waiver of the right to do so thereafter or to enforce any other term.
- 7. <u>Exculpation</u>. Notwithstanding anything to the contrary in this Declaration, neither U.S. Home, nor its employees, partners, officers or directors, will be personally liable for the



STATE OF OHIO )
SS.
COUNTY OF CUYAHOGA )

The foregoing instrument was signed before me by Greg Pacholski, Vice President of U.S. Home Corporation, who acknowledged that he did sign the foregoing instrument on behalf of said corporation as his and the corporation's free act and deed.

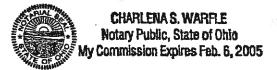
IN WITNESS WHEREOF, I have hereunto set my hand on this / day of July 2004.

Charlena S. Wargle NOTARY PUBLIC

STATE OF OHIO

) SS.

COUNTY OF CUYAHOGA

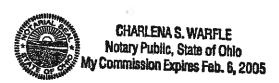


The foregoing instrument was signed before me by Joan Konopka, who acknowledged that she did sign the foregoing instrument and that same is her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand on this 25th day of July, 2004.

Charlena S. Warfle NOTARY PUBLIC

This instrument prepared by: David V. Allen, Esq. Taft, Stettinius & Hollister LLP 200 Public Square, Suite 3500 Cleveland, Ohio 44114-2302 (216) 241-2838





# Storm Sewer Easement

Situated in the City of North Royalton, County of Cuyahoga and the State of Ohio and being a part of Lot 195 of the Greenbriar at River Valley Subdivision No. 4 of part of Original Royalton Township, Section Number 6 as shown by the plat recorded in Volume 329, Page 01 of Chyahoga County Map Records, and being more fully bounded and described as follows:

Beginning at the Southeasterly corner of said Lot 195; thence North 01°09'33" East along an Easterly line of said Lot 195, a distance of 6.57 feet to a point, said point being the Principal Place of Beginning of the Easement herein described;

Course No. 1: thence South 89°15'10" West, a distance of 36.54 feet to a point on a Southwesterly line of said Lot 195;

Course No. 2: thence North 48°26'19" West along said Southwesterly line of Lot 195, a distance of 29.71 feet to a point;

Course No. 3: thence North 89°15'10" East, a distance of 59.18 feet to a point on the said Easterly line of Lot 195;

Course No. 4: thence South 01°09'3" West along the said Easterly line of Lot 195, a distance of 20.01 feet to the place of beginning and containing 0.0220 acres (957 square feet) of land and being the same more or less but subject to all legal easements and highways.





# Storm Sewer Easement Lot 196 June 1, 2004

Situated in the City of North Royalton, County of Cuyahoga and the State of Ohio and being a part of Lot 196 of the Greenbriar at River Valley Subdivision No. 4 of part of Original Royalton Township, Section Number 6 as shown by the plat recorded in Volume 329, Page 01 of Cuyahoga County Map Records, and being more fully bounded and described as follows:

Beginning at the Southeasterly corner of said Lot 196; thence North 01°09'33" East along an Easterly line of said Lot 196, a distance of 8.30 feet to a point, said point being the Principal Place of Beginning of the Easement herein described;

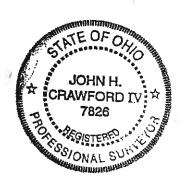
Course No. 1: thence South 89°15'10" West, a distance of 52.03 feet to a point on a Westerly line of said Lot 196;

Course No. 2: thence North 01°09'33" East along said Westerly line of Lot 196, a distance of 20.01 feet to a point;

Course No. 3: thence North 89°15'10" East, a distance of 52.03 feet to a point on the said Easterly line of Lot 196;

Course No. 4: thence South 01°09'33" West along the said Easterly line of Lot 196, a distance of 20.01 feet to the place of beginning and containing 0.0239 acres (1,041 square feet) of land and being the same more or less but subject to all legal easements and highways.

ohn H. Cawford, PS





#### Storm Sewer Easement Lot 197 June 1, 2004

Situated in the City of North Royalton, County of Cuyahoga and the State of Ohio and being a part of Lot 197 of the Greenbriar at River Valley Subdivision No. 4 of part of Original Royalton Township, Section Number 6 as shown by the plat recorded in Volume 329, Page 01 of Cuyahoga County Map Records, and being more fully bounded and described as follows:

Beginning at the Southeasterly corner of said Lot 197; thence North 01°09'33" East along an Easterly line of said Lot 197, a distance of 10.03 feet to a point, said point being the Principal Place of Beginning of the Easement herein described;

Course No. 1: thence South 89°15'10" West, a distance of 52.03 feet to a point on a Westerly line of said Lot 197;

Course No. 2: thence North 01°09'33" East along said Westerly line of Lot 197, a distance of 20.01 feet to a point;

Course No. 3: thence North 89°15'10" East, a distance of 52.03 feet to a point on the said Easterly line of Lot 197;

Course No. 4: thence South 01°09'33" West along the said Easterly line of Lot 197, a distance of 20.01 feet to the place of beginning and containing 0.0239 acres (1,041 square feet) of land and being the same more or less but subject to all legal easements and highways.

John H Crawford, J





#### Storm Sewer Easement Lot 198 June 1, 2004

Situated in the City of North Royalton, County of Cuyahoga and the State of Ohio and being a part of Lot 198 of the Greenbriar at River Valley Subdivision No. 4 of part of Original Royalton Township, Section Number 6 as shown by the plat recorded in Volume 329, Page 01 of Cuyahoga County Map Records, and being more fully bounded and described as follows:

Beginning at the Southeasterly corner of said Lot 198; thence North 42°38'47" West along the Easterly line of said Lot 198, a distance of 19.76 feet to a point, said point being the Principal Place of Beginning of the Easement herein described;

Course No. 1: thence South 89°15'10" West, a distance of 127.16 feet to a point on a Westerly line of said Lot 198;

Course No. 2: thence North 01°09'33" East along said Westerly line of Lot 198, a distance of 20.01 feet to a point;

Course No. 3: thence North 89°15'10" East, a distance of 108.55 feet to a point on the said Easterly line of Lot 195;

Course No. 4: thence South 42°38'47" East along the said Easterly line of Lot 198, a distance of 26.87 feet to the place of beginning and containing 0.0541 acres (2,357 square feet) of land and being the same more or less but subject to all legal easements and highways.

John H. Okawford, P&





#### Storm Sewer Easement Lot 200 June 1, 2004

Situated in the City of North Royalton, County of Cuyahoga and the State of Ohio and being a part of Lot 200 of the Greenbriar at River Valley Subdivision No. 4 of part of Original Royalton Township, Section Number 6 as shown by the plat recorded in Volume 329, Page 01 of Cuyahoga County Map Records, and being more fully bounded and

Beginning at the Southeasterly corner of said Lot 200 and being the Principal Place of Beginning of the Easement herein described;

Course No. 1: thence North 86°17'21" West along the Southerly line of said Lot 200, a distance of 20.00 feet to a point;

Course No. 2: thence North 03°42'39" East measured 20.00 feet at right angles and parallel to the Easterly line of said Lot 200, a distance of 65.00 feet to a point on the

Course No. 3: thence South 86°17'21" East along the Northerly line of said Lot 200, a

Course No. 4: thence South 03°42'39" West along the said Easterly line of Lot 200, a distance of 65.00 feet to the place of beginning and containing 0.0298 acres (1,300 square feet) of land and being the same more or less but subject to all legal easements and

John H. Cawford, P.





#### Storm Sewer Easement Lot 201 June 1, 2004

Situated in the City of North Royalton, County of Cuyahoga and the State of Ohio and being a part of Lot 201 of the Greenbriar at River Valley Subdivision No. 4 of part of Original Royalton Township, Section Number 6 as shown by the plat recorded in Volume 329, Page 01 of Cuyahoga County Map Records, and being more fully bounded and described as follows:

Beginning at the Southeasterly corner of said Lot 201 and being the Principal Place of Beginning of the Easement herein described;

Course No. 1: thence North 86°17'21" West along the Southerly line of said Lot 201, a distance of 20.00 feet to a point;

Course No. 2: thence North 03°42'39" East measured 20.00 feet at right angles and parallel to the Easterly line of said Lot 201, a distance of 52.00 feet to a point on the Northerly line of said Lot 201;

Course No. 3: thence South 86°17'21" East along the Northerly line of said Lot 201, a distance of 20.00 feet to the Northeasterly corner thereof;

Course No. 4: thence South 03°42'39" West along the said Easterly line of Lot 201, a distance of 52.00 feet to the place of beginning and containing 0.0239 acres (1,040 square feet) of land and being the same more or less but subject to all legal easements and highways.

John H. Crawford, Po





#### Storm Sewer Easement Lot 202 June 1, 2004

Situated in the City of North Royalton, County of Cuyahoga and the State of Ohio and being a part of Lot 202 of the Greenbriar at River Valley Subdivision No. 4 of part of Original Royalton Township, Section Number 6 as shown by the plat recorded in Volume 329, Page 01 of Cuyahoga County Map Records, and being more fully bounded and described as follows:

Beginning at the Southeasterly corner of said Lot 202 and being the Principal Place of Beginning of the Easement herein described;

Course No. 1: thence North 86°17'21" West along the Southerly line of said Lot 202, a distance of 20.00 feet to a point;

Course No. 2: thence North 03°42'39" East measured 20.00 feet at right angles and parallel to the Easterly line of said Lot 202, a distance of 80.19 feet to a point on the Northerly line of said Lot 200;

Course No. 3: thence South 72°12'05" East along the Northerly line of said Lot 202, a distance of 20.68 feet to the Northeasterly corner thereof;

Course No. 4: thence South 03°42'39" West along the said Easterly line of Lot 202, a distance of 75.17 feet to the place of beginning and containing 0.0357 acres (1,554 square feet) of land and being the same more or less but subject to all legal easements and highways.

John H. Crawford, P.

Registered Professional Surveyor No. 7826



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# Ingress/Egress Easement Lot 197 June 1, 2004

Situated in the City of North Royalton, County of Cuyahoga and the State of Ohio and being a part of Lot 197 of the Greenbriar at River Valley Subdivision No. 4 of part of Original Royalton Township, Section Number 6 as shown by the plat recorded in Volume 329, Page 01 of Cuyahoga County Map Records, and being more fully bounded and described as follows:

Beginning on the right of way line of River Valley Boulevard, 60 feet wide, Private, and at the Northeasterly corner of said Lot 197 and being the Principal Place of Beginning of the Easement herein described;

Course No. 1: thence South 01°09'33" West along the Easterly line of said Lot 197, a distance of 85.02 feet to a point on the Northerly line of a 20.00 feet wide Storm Sewer Easement;

Course No. 2: thence North 89°15'10" East along said Northerly line of Storm Sewer Easement, a distance of 5.00 feet to a point;

Course No. 3: thence North 01°09'33" East measured 5.00 feet at right angles to and parallel to said Easterly line of Lot 197, a distance of 85.21 feet to the right of way line of said River Valley Boulevard;

Course No. 4: thence Southeasterly along the said right of way line of River Valley Boulevard and along the arc of a non-tangent curve deflecting to the left, a distance of 5.00 feet, said curve having a radius of 60.00 feet with a chord distance of 5.00 feet bearing South 88°31'24" East to the place of beginning and containing 0.0098 acres (425 square feet) of land and being the same more or less but subject to all legal easements and highways.

John H. Crawford, PS

Registered Professional Surveyor No. 7826

JOHN H.
CRAWFORD IV
7826

SOLON CUYAROGA COUN
2004070907

CUYAHOGA COUNTY RECORDER 200407080540 PAGE 14 of 17



#### Ingress/Egress Easement Lot 198 June 1, 2004

Situated in the City of North Royalton, County of Cuyahoga and the State of Ohio and being a part of Lot 198 of the Greenbriar at River Valley Subdivision No. 4 of part of Original Royalton Township, Section Number 6 as shown by the plat recorded in Volume 329, Page 01 of Cuyahoga County Map Records, and being more fully bounded and described as follows:

Beginning on the right of way line of River Valley Boulevard, 60 feet wide, Private, and at the Northwesterly corner of said Lot 198 and being the Principal Place of Beginning of the Easement herein described;

Course No. 1: thence Northeasterly along the said right of way line of River Valley Boulevard and along the arc of a non-tangent curve deflecting to the left, a distance of 5.02 feet, said curve having a radius of 60.00 feet with a chord distance of 5.02 feet bearing North 86°41'36" East;

Course No. 2: thence South 01°09'33" West measured 5.00 feet at right angles to and parallel to the Easterly line of Lot 198, a distance of 85.24 feet to the Northerly line of a 20.00 feet wide Storm Sewer Easement;

Course No. 3: thence South 89°15'10" West along said Northerly line of said Storm Sewer Easement, a distance of 5.00 feet to a point on the said Westerly line of Lot 198;

Course No. 4: thence North 01°09'33" East along the said Westerly line of said Lot 198, a distance of 85.02 feet to the place of beginning and containing 0.0098 acres (425 square feet) of land and being the same more or less but subject to all legal easements and highways.

John H. Crawford, PS

Registered Professional Surveyor No. 7826

AHOGA COUNTY RECORDER

200407080540



#### Ingress/Egress Easement Lot 200 June 1, 2004

Situated in the City of North Royalton, County of Cuyahoga and the State of Ohio and being a part of Lot 200 of the Greenbriar at River Valley Subdivision No. 4 of part of Original Royalton Township, Section Number 6 as shown by the plat recorded in Volume 329, Page 01 of Cuyahoga County Map Records, and being more fully bounded and described as follows:

Beginning on the right of way line of River Valley Boulevard, 60 feet wide, Private, and at the Northwesterly corner of said Lot 200 and being the Principal Place of Beginning of the Easement herein described;

Course No. 1: thence South 89°17'21" East along the Northerly line of said Lot 200, a distance of 95.60 feet to the Westerly line of a 20.00 feet wide Storm Sewer Easement;

Course No. 2: thence South 03°42'39" West along said Westerly line of Storm Sewer Easement, a distance of 5.00 feet to a point;

Course No. 3: thence North 86°17'21" West measured 5.00 feet at right angles and parallel to said Northerly line of Lot 200, a distance of 95.63 feet to the right of way line of said River Valley Boulevard;

Course No. 4: thence Northeasterly along the said right of way line of River Valley Boulevard and along the arc of a non-tangent curve deflecting to the left, a distance of 5.00 feet, said curve having a radius of 60.00 feet with a chord distance of 5.00 feet bearing North 04°04'29" East to the place of beginning and containing 0.0110 acres (478 square feet) of land and being the same more or less but subject to all legal easements and highways.

John H. Crawford, PS

Registered Professional Surveyor No. 7826

JOHN H.
CRAWFORD IV \*\*
7826

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CUYAHOGA COUNTY RECORDED 200407080540 PAGE 16 of 17



### Ingress/Egress Easement Lot 201

Situated in the City of North Royalton, County of Cuyahoga and the State of Ohio and being a part of Lot 201 of the Greenbriar at River Valley Subdivision No. 4 of part of Original Royalton Township, Section Number 6 as shown by the plat recorded in Volume 329, Page 01 of Chyahoga County Map Records, and being more fully hounded and

Beginning on the right of way line of River Valley Boulevard, 60 feet wide, Private, and at the Southwesterly corner of said Lot 201 and being the Principal Place of Beginning of

Course No. 1: thence Northwesterly along said right of way line of River Valley Boulevard and along the arc of a non-tangent curve deflecting to the left, a distance of 5.01 feet, said curve having a radius of 60.00 feet and a chord distance of 5.01 feet bearing North 00°42'30" West;

Course No. 2: thence South 86°17'21" East measured 5.00 feet at right angles to and parallel to the said Southerly line of Lot 201, a distance of 95.99 feet to a point on the Westerly line of a 20.00 wide Storm Sewer Easement;

Course No. 3: thence South 03°42'39" West along the said 20.00 feet wide Storm Sewer Easement, a distance of 5.00 feet to a point on the said Southerly line of Lot 201;

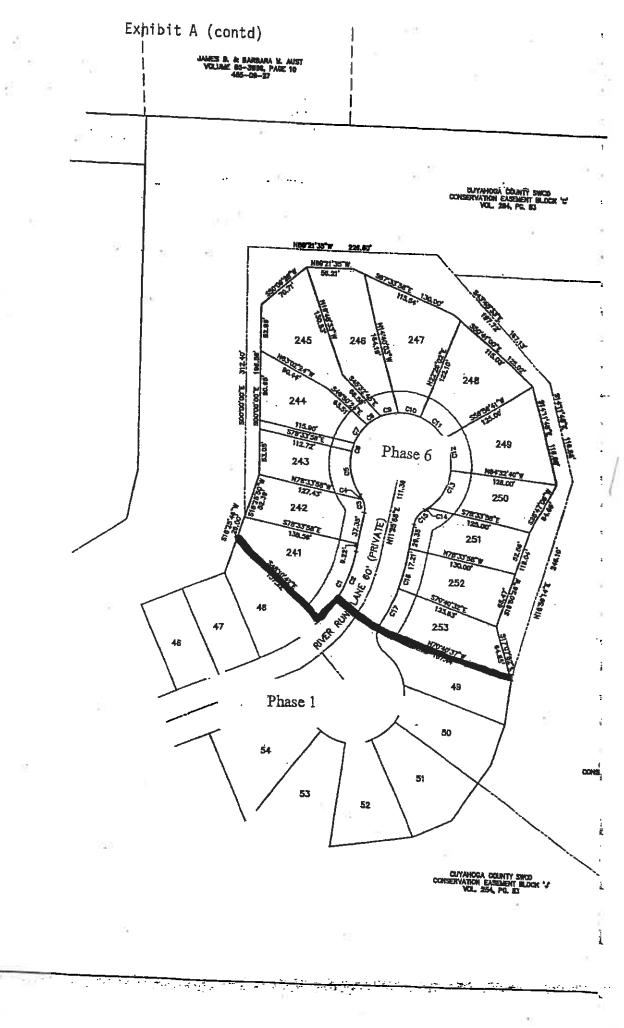
Course No. 4: thence North 86°17'21" West along the said Southerly line of Lot 201, a distance of 95.60 feet to the place of beginning and containing 0.110 acres (479 square feet) of land and being the same more or less but subject to all legal easements and

ohn H. Crawford, PS

Registered Professional Surveyor No. 7826



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