

EXHIBIT C

Shaded Common Areas

To be attached.



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State

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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 _____

- 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)

(Please list the Ohio charter, license/registration no. below)

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

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:

Louis A. Poncel _____ 10317 River Run Lane
 (name) (street) NOTE: P.O. Box Addresses are NOT acceptable.

North Royalton _____ Ohio 44133
 (city, village or township) (state) (zip code)

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:

Louis A. Poncel
(name)

10317 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 entities 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

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.

(city, village or township)

Ohio

(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.

(city, village or township)

Ohio

(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)

By: _____

Its: _____

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)

By: _____

Its: _____

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:

ROBERT S. SITHENS
(outgoing trustee)

GREGORY J. PACHOLSKI
(outgoing trustee)

PAUL V. MILLIMET

LOUIS A. PONCEL
(incoming trustee)

THOMAS DESIMPEL
(incoming trustee)

MASTER ASSOCIATION CLASS B
MEMBERS:

U.S. HOME CORPORATION, a Delaware
corporation

By: _____
PAUL V. MILLIMET, its Secretary

PHASE ASSOCIATION TRUSTEES:

ROBERT S. SITHENS
(outing trustee)

GREGORY J. PACHOLSKI
(outgoing trustee)

PAUL V. MILLMET

THOMAS DESIMPEL
(incoming trustee)

PHASE ASSOCIATION CLASS B
MEMBERS:

U.S. HOME CORPORATION, a Delaware
corporation

By: _____
PAUL V. MILLMET, its Secretary

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

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:

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;

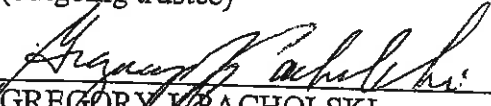
RESOLVED FINALLY, that all prior actions by the members, trustees, officers, or other agents, employees or representatives of the Master Association, the Phase Association and the Merged Association in connection with the foregoing are hereby ratified and affirmed in all respects.

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:

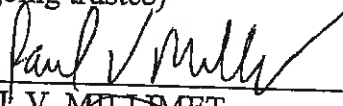
MASTER ASSOCIATION
TRUSTEES:



ROBERT S. SITHENS
(outgoing trustee)




GREGORY PACHOLSKI
(outgoing trustee)



PAUL V. MILLIMET



LOUIS A. PONCEL
(incoming trustee)



THOMAS DESIMPEL
(incoming trustee)


MASTER ASSOCIATION CLASS B
MEMBERS:

U.S. HOME CORPORATION, a Delaware
corporation


By: 

PAUL V. MILLIMET, its Secretary


PHASE ASSOCIATION TRUSTEES:




ROBERT S. SITHENS
(outing trustee)



GREGORY J. PACHOLSKI
(outgoing trustee)



PAUL V. MILLMET



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. 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

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: (Select One)	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***
<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 _____

- 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)

~~(Please list the Ohio charter, license/registration no. below)~~

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

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:

Louis A. Poncel _____ 10317 River Run Lane _____
 (name) (street) *NOTE: P.O. Box Addresses are NOT acceptable.*

North Royalton _____ Ohio _____ 44133 _____
 (city, village or township) (state) (zip code)

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:

Louis A. Poncel 10317 River Run Lane
(name) (street) *NOTE: P.O. Box Addresses are NOT acceptable.*

North Royalton , Ohio 44133
(city, village or township) (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 entities 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.*
_____, Ohio _____
(city, village or township) (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.

(city, village or township)

Ohio

(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.

(city, village or township)

Ohio

(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)

By: _____

Its: _____

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)

By: _____

Its: _____

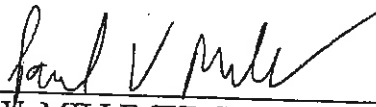
Date: _____

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

By: 
PAUL V. MILLIMET, Secretary

CERTIFICATE OF CONSISTENCY

FOR THE

MASTER ASSOCIATION

CUYAHOGA COUNTY RECORDER
PATRICK J. OMALLEY
DEED 07/22/2002 03:59:27 PM
200207221375

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 day 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. Inclusion of Phase IIIB. Phase IIIB of the Property is hereby subject to the terms, covenants, conditions and restrictions of the Master Declaration.

Section 2. Remaining Terms. 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 Millimet
PAUL M. MILLIMET, its Secretary

STATE OF New Jersey)
COUNTY OF Monmouth) SS.

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

Janet Smeraldi
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 Smeraldi
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

GUYAHOGA COUNTY RECORDER
200207221375 PAGE 2 of 3

DECLARATION OF EASEMENTS

148.00
CUYAHOGA COUNTY RECORDER
PATRICK J. O'MALLEY
DEEA 07/08/2004 11:26:40 AM
200407080540

TRANSFER NOT REQUIRED

JUL 08 2004

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

TRANSFER NOT REQUIRED

JUL 08 2004

Frank Russo
CUYAHOGA COUNTY AUDITOR

DECLARATION OF EASEMENTS

FILED
AUG 11 2004

July THIS DECLARATION OF EASEMENTS ("Declaration") is made as of the 1ST day 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. Grant of Easements. 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"):

(a) Sewer Easement. 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) Construction Easement. 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. Duration. 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.

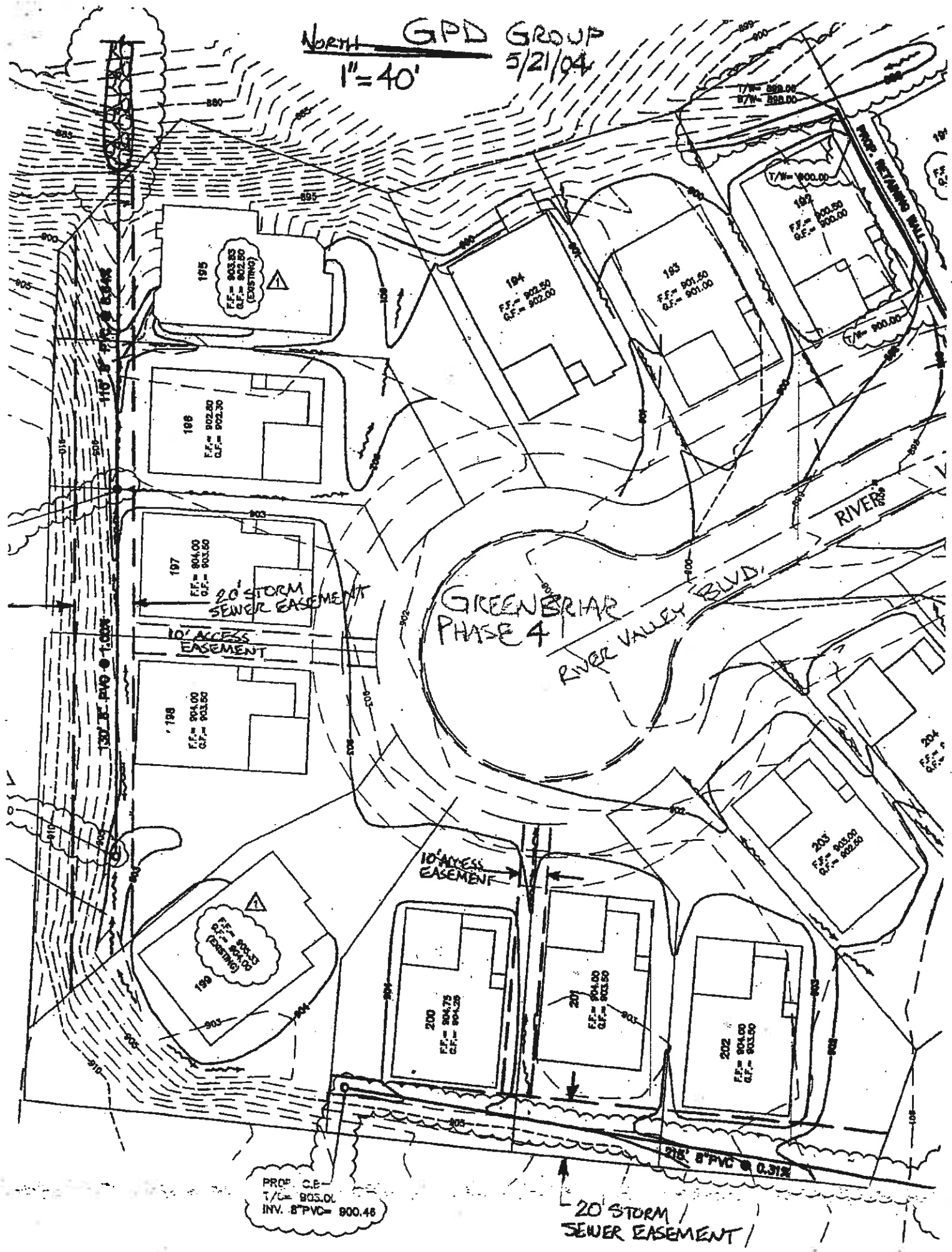
4. Mortgage Subordination. U.S. Home and the Homeowner agree that their respective mortgages to the Properties will be subordinate to the terms of this Declaration and will take such steps as are reasonable and necessary to effectuate such subordination.

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. Enforcement/No Waiver. 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. Exculpation. 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

NORTH GPD GROUP
1"=40' 5/21/04



195
F.F. = 903.85
G.F. = 902.50
(EXISTING)

196
F.F. = 902.80
G.F. = 902.30

197
F.F. = 904.00
G.F. = 903.50
20' STORM SEWER EASEMENT
10' ACCESS EASEMENT

198
F.F. = 904.00
G.F. = 903.50

199
F.F. = 903.85
G.F. = 902.50
(EXISTING)

200
F.F. = 904.75
G.F. = 904.25

201
F.F. = 904.50
G.F. = 903.50

202
F.F. = 904.00
G.F. = 903.50

192
F.F. = 900.50
G.F. = 900.00
T/W = 900.00
B/W = 898.00

193
F.F. = 901.50
G.F. = 901.00

194
F.F. = 902.50
G.F. = 902.00

203
F.F. = 903.00
G.F. = 902.50

PROP. C.E.
T/C = 905.00
INV. 8" PVC = 900.48

20' STORM SEWER EASEMENT

216" 8" PVC @ 0.312

110" 8" PVC @ 0.312

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 1st day of July, 2004.

Charlena S. Warfle
NOTARY PUBLIC

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)



CHARLENA S. WARFLE
Notary Public, State of Ohio
My Commission Expires Feb. 6, 2005

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 1st 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



CHARLENA S. WARFLE
Notary Public, State of Ohio
My Commission Expires Feb. 6, 2005



GPD ASSOCIATES
Engineers . Architects . Planners

**Storm Sewer Easement
Lot 195
June 1, 2004**

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 Cuyahoga County Map Records, and being more fully bounded and described as follows:

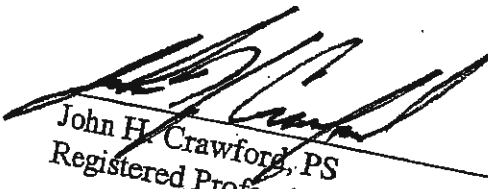
Beginning at the Southeasterly corner of said Lot 195; thence North $01^{\circ}09'33''$ East along an Easterly line of said Lot 195, a distance of 6.57 feet to a point, said point being the Principal Place of Beginning of the Easement herein described;

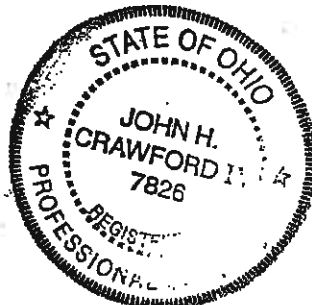
Course No. 1: thence South $89^{\circ}15'10''$ West, a distance of 36.54 feet to a point on a Southwesterly line of said Lot 195;

Course No. 2: thence North $48^{\circ}26'19''$ West along said Southwesterly line of Lot 195, a distance of 29.71 feet to a point;

Course No. 3: thence North $89^{\circ}15'10''$ East, a distance of 59.18 feet to a point on the said Easterly line of Lot 195;

Course No. 4: thence South $01^{\circ}09'33''$ 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.


John H. Crawford, PS
Registered Professional Surveyor No. 7826





GPD ASSOCIATES
Engineers . Architects . Planners

**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:

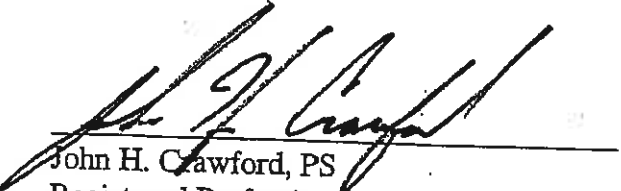
Beginning at the Southeasterly corner of said Lot 196; thence North $01^{\circ}09'33''$ East along an Easterly line of said Lot 196, a distance of 8.30 feet to a point, said point being the Principal Place of Beginning of the Easement herein described;

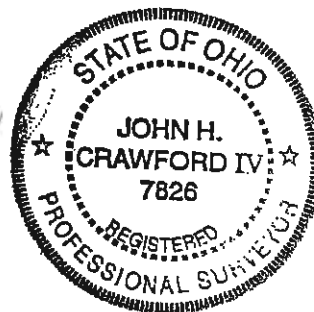
Course No. 1: thence South $89^{\circ}15'10''$ West, a distance of 52.03 feet to a point on a Westerly line of said Lot 196;

Course No. 2: thence North $01^{\circ}09'33''$ East along said Westerly line of Lot 196, a distance of 20.01 feet to a point;

Course No. 3: thence North $89^{\circ}15'10''$ East, a distance of 52.03 feet to a point on the said Easterly line of Lot 196;

Course No. 4: thence South $01^{\circ}09'33''$ 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.


John H. Crawford, PS
Registered Professional Surveyor No. 7826



CUYAHOGA COUNTY RECORDER
200407080540 PAGE 8 of 17



GPD ASSOCIATES
Engineers . Architects . Planners

**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:

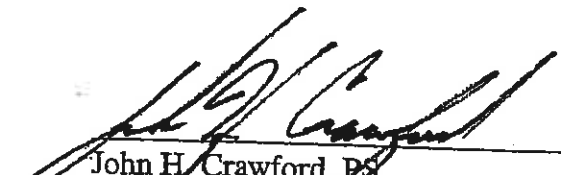
Beginning at the Southeasterly corner of said Lot 197; thence North $01^{\circ}09'33''$ East along an Easterly line of said Lot 197, a distance of 10.03 feet to a point, said point being the Principal Place of Beginning of the Easement herein described;

Course No. 1: thence South $89^{\circ}15'10''$ West, a distance of 52.03 feet to a point on a Westerly line of said Lot 197;

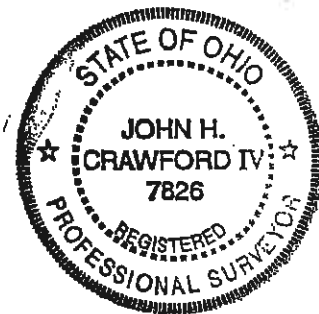
Course No. 2: thence North $01^{\circ}09'33''$ East along said Westerly line of Lot 197, a distance of 20.01 feet to a point;

Course No. 3: thence North $89^{\circ}15'10''$ East, a distance of 52.03 feet to a point on the said Easterly line of Lot 197;

Course No. 4: thence South $01^{\circ}09'33''$ 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, PS
Registered Professional Surveyor No. 7826



CUYAHOGA COUNTY RECORDER
200407080540 PAGE 9 of 17



GPD ASSOCIATES
Engineers . Architects . Planners

**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:

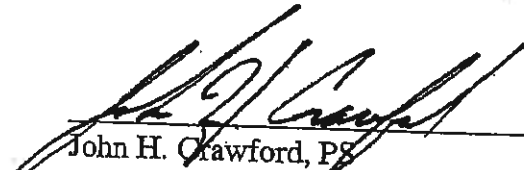
Beginning at the Southeasterly corner of said Lot 198; thence North $42^{\circ}38'47''$ West along the Easterly line of said Lot 198, a distance of 19.76 feet to a point, said point being the Principal Place of Beginning of the Easement herein described;

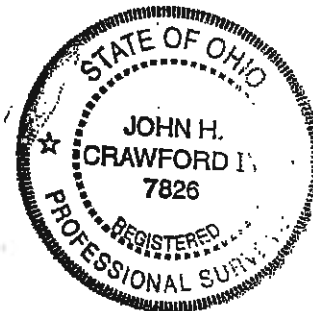
Course No. 1: thence South $89^{\circ}15'10''$ West, a distance of 127.16 feet to a point on a Westerly line of said Lot 198;

Course No. 2: thence North $01^{\circ}09'33''$ East along said Westerly line of Lot 198, a distance of 20.01 feet to a point;

Course No. 3: thence North $89^{\circ}15'10''$ East, a distance of 108.55 feet to a point on the said Easterly line of Lot 195;

Course No. 4: thence South $42^{\circ}38'47''$ 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. Crawford, P.S.
Registered Professional Surveyor No. 7826



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**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 described as follows:

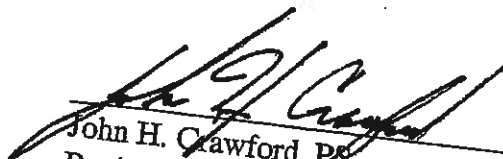
Beginning at the Southeasterly corner of said Lot 200 and being the Principal Place of Beginning of the Easement herein described;

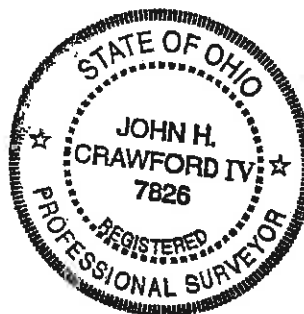
Course No. 1: thence North $86^{\circ}17'21''$ West along the Southerly line of said Lot 200, a distance of 20.00 feet to a point;

Course No. 2: thence North $03^{\circ}42'39''$ 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 Northerly line of said Lot 200;

Course No. 3: thence South $86^{\circ}17'21''$ East along the Northerly line of said Lot 200, a distance of 20.00 feet to the Northeasterly corner thereof;

Course No. 4: thence South $03^{\circ}42'39''$ 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 highways.


John H. Crawford, P.S.
Registered Professional Surveyor No. 7826





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**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:

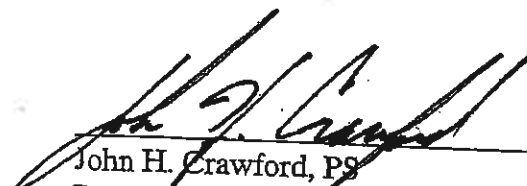
Beginning at the Southeasterly corner of said Lot 201 and being the Principal Place of Beginning of the Easement herein described;

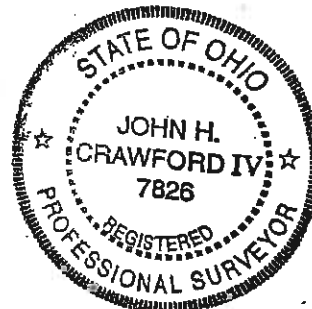
Course No. 1: thence North $86^{\circ}17'21''$ West along the Southerly line of said Lot 201, a distance of 20.00 feet to a point;

Course No. 2: thence North $03^{\circ}42'39''$ 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 $86^{\circ}17'21''$ 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 $03^{\circ}42'39''$ 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, PS
Registered Professional Surveyor No. 7826



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**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:

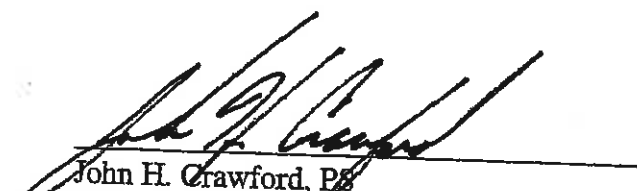
Beginning at the Southeasterly corner of said Lot 202 and being the Principal Place of Beginning of the Easement herein described;

Course No. 1: thence North $86^{\circ}17'21''$ West along the Southerly line of said Lot 202, a distance of 20.00 feet to a point;

Course No. 2: thence North $03^{\circ}42'39''$ 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 $72^{\circ}12'05''$ 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 $03^{\circ}42'39''$ 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, PS
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:

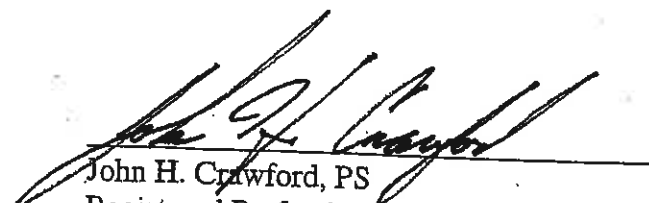
Beginning on the right of way line of River Valley Boulevard, 60 feet wide, Private, and at the Northeasterly corner of said Lot 197 and being the Principal Place of Beginning of the Easement herein described;

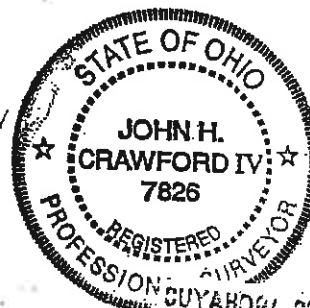
Course No. 1: thence South $01^{\circ}09'33''$ West along the Easterly line of said Lot 197, a distance of 85.02 feet to a point on the Northerly line of a 20.00 feet wide Storm Sewer Easement;

Course No. 2: thence North $89^{\circ}15'10''$ East along said Northerly line of Storm Sewer Easement, a distance of 5.00 feet to a point;

Course No. 3: thence North $01^{\circ}09'33''$ 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 $88^{\circ}31'24''$ 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





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**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:

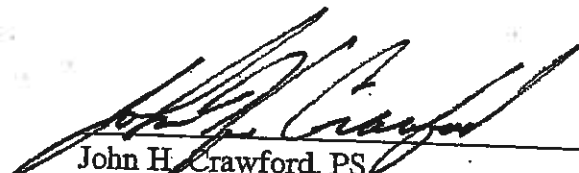
Beginning on the right of way line of River Valley Boulevard, 60 feet wide, Private, and at the Northwestern corner of said Lot 198 and being the Principal Place of Beginning of the Easement herein described;

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



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**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:

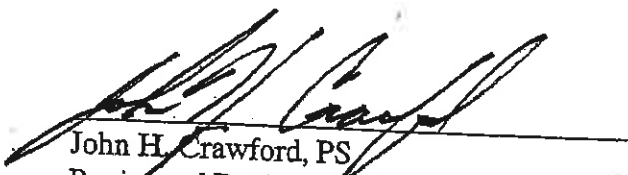
Beginning on the right of way line of River Valley Boulevard, 60 feet wide, Private, and at the Northwesterly corner of said Lot 200 and being the Principal Place of Beginning of the Easement herein described;

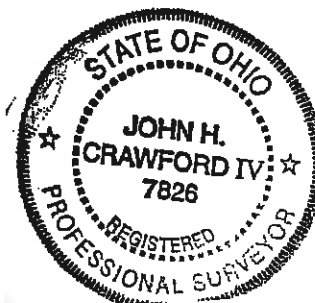
Course No. 1: thence South $89^{\circ}17'21''$ East along the Northerly line of said Lot 200, a distance of 95.60 feet to the Westerly line of a 20.00 feet wide Storm Sewer Easement;

Course No. 2: thence South $03^{\circ}42'39''$ West along said Westerly line of Storm Sewer Easement, a distance of 5.00 feet to a point;

Course No. 3: thence North $86^{\circ}17'21''$ 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 $04^{\circ}04'29''$ 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



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**Ingress/Egress 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:

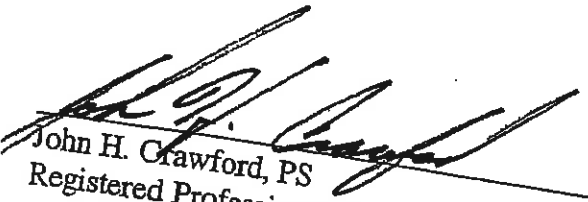
Beginning on the right of way line of River Valley Boulevard, 60 feet wide, Private, and at the Southwesterly corner of said Lot 201 and being the Principal Place of Beginning of the Easement herein described;

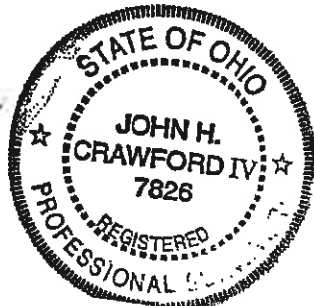
Course No. 1: thence Northwesterly along said right of way line of River Valley Boulevard and along the arc of a non-tangent curve deflecting to the left, a distance of 5.01 feet, said curve having a radius of 60.00 feet and a chord distance of 5.01 feet bearing North 00°42'30" West;

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 highways.


 John H. Crawford, PS
 Registered Professional Surveyor No. 7826

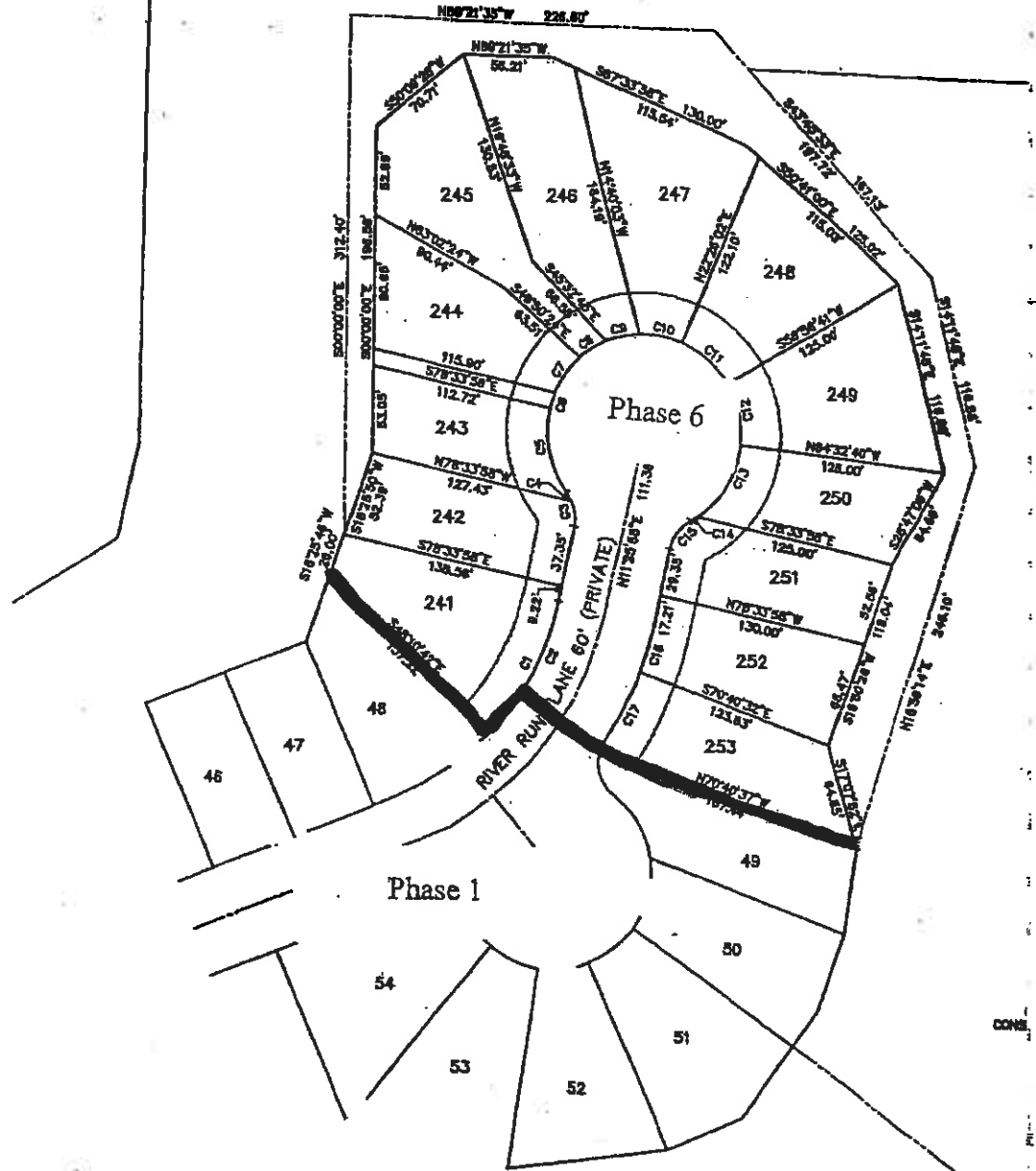


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Exhibit A (contd)

JAMES B. & BARBARA M. AUST
 VOLUME 85-SUBD, PAGE 10
 485-08-27

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



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